

**RESOLUTION NO. 84 OF 2025**

**A RESOLUTION TO REQUEST THE SALINE COUNTY TAX COLLECTOR PLACE A CERTIFIED LIEN AGAINST REAL PROPERTY LOCATED AT 723 DENTON STREET AS A RESULT OF INCURRED EXPENSES BY THE CITY OF BENTON IN ACCORDANCE WITH STATE LAW AND CITY ORDINANCE; AND FOR OTHER PURPOSES**

**WHEREAS**, in accordance with Ark. Code Ann. § 14-54-901, the City of Benton, Arkansas, has corrected conditions existing on 723 Denton Street (parcel 800-42236-000) within the City and is entitled to compensation pursuant to Ark. Code Ann. §14-54-904; and

**WHEREAS**, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$521.51 + Penalty \$52.15 + Filing Fee \$30.00 for a total of \$603.66 to be thereafter certified to the Saline County Tax Collector; and

**WHEREAS**, a hearing for the purpose to determine such lien has been set for October 27, 2025, in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as necessary.

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

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

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of October 2025

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

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



# CITY OF BENTON

Community Development  
 PO Box 607  
 Benton, Arkansas 72018



## Property Remediation

723 Denton St. Benton, AR 72015

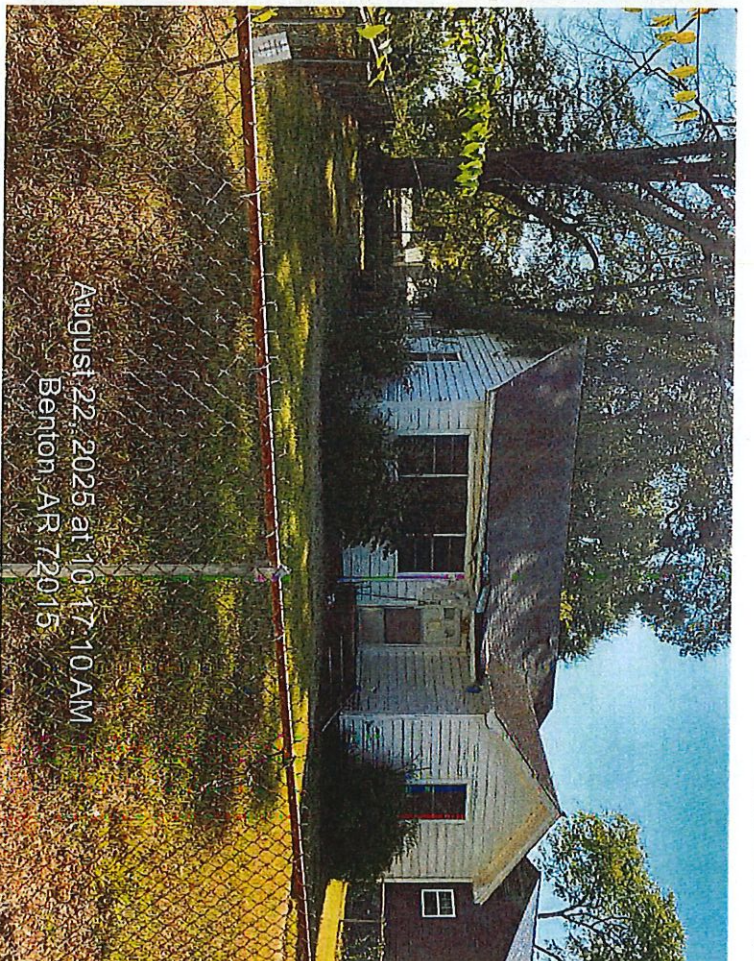
1.	Identify Property	07/08/2025
2.	Photograph Property	07/08/2025
3.	Mail Notification with Notice of Violation to Property Owner via Certified & Regular Mail	07/08/2025
4.	Clean Up Property	08/17/2025
5.	Mail Notice of Lien Filing Letter to Property Owner with Council Dates via Certified & Regular Mail	08/21/2025
6.	Submit Lien Resolution to Committee & Full Council	10/14/2025 10/27/2025
7.	Submit Lien Request to Saline County Tax Collector Request Submitted 45 Days Following Approval	
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		

# 723 Denton St.

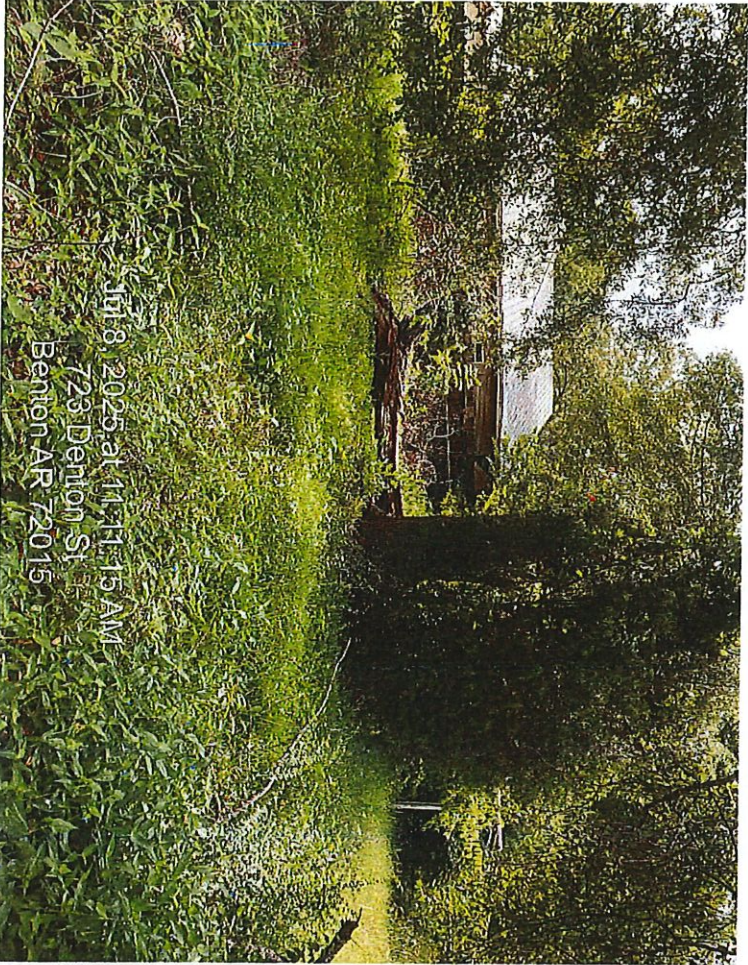




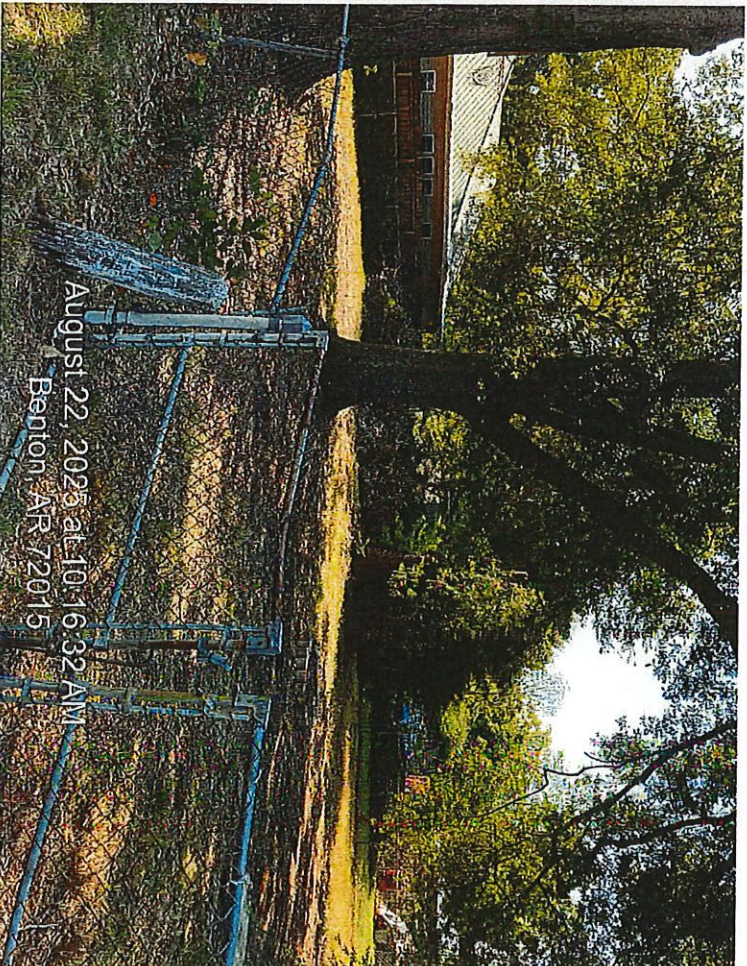
Jul 8, 2025 at 11:14:24 AM  
Benton, AR 72015



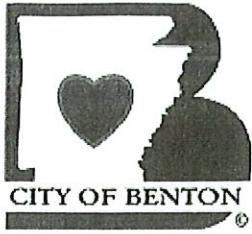
August 22, 2025 at 10:17:10 AM  
Benton, AR 72015



Jul 8, 2025 at 11:11:15 AM  
723 Denton St  
Benton, AR 72015



August 22, 2025 at 10:16:32 AM  
Benton, AR 72015



# CITY OF BENTON

Community Development  
PO Box 607  
Benton, Arkansas 72018

July 08, 2025

Gary L Ragsdale  
167 Pipkin St  
Jessieville, AR 71949

**Re: 723 Denton Street Benton, AR 72015**  
**Parcel(s): 800-42236-000**

Dear Owner,

This office has received complaints regarding the above-referenced property, and real estate records indicate that you are the owner. Property owners are responsible for maintaining their property in accordance with city ordinances and regulations.

This property is in violation of the City of Benton Ord. 20 of 2021 (Overgrown vegetation, Yard debris). Enclosed is a copy of the notice of violation for your records. You have seven days from the receipt of this letter to take corrective action. If you have not voluntarily corrected the violation within the time set forth or contacted this office, the City of Benton will issue a citation requiring you to appear in district court or the City of Benton will clean the property at the owner's expense.

Please contact our office between the hours of 8:00 am and 4:00 pm at (501) 776-5938 if you have any questions. Thank you for your help in this matter.

Letty Smith  
Code Enforcement Officer  
City of Benton  
501-528-9382  
leticia.smith@bentonar.org

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<input type="checkbox"/> Return Receipt (electronic) \$ _____	
<input type="checkbox"/> Certified Mail Restricted Delivery \$ _____	
<input type="checkbox"/> Adult Signature Required \$ _____	
<input type="checkbox"/> Adult Signature Restricted Delivery \$ _____	
Postage \$ _____	
Total Postage and Fees \$ _____	
Sent To <u>Gary L. Ragsdale</u>	
Street and Apt. No., or PO Box No. <u>167 Pipkin St.</u>	
City, State, ZIP+4® <u>Jessieville, AR. 71949</u>	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	



# CITY OF BENTON

Community Development  
PO Box 607  
Benton, Arkansas 72018

August 21, 2025

Gary Ragsdale  
167 Pipkin St.  
Jessieville, AR 71949

Re: 723 Denton St., Benton AR 72015 (parcel 800-42236-000)

The City of Benton Community Services committee will be holding a hearing on October 14, 2025 to approve a resolution requesting the Saline County Tax Collector place a certified lien against the stated real property as a result of incurred expenses by the City of Benton in accordance with state law and City ordinance. The Community Services committee will then forward recommendations to the full City Council for final approval on October 27, 2025 at 5:30 p.m.

Said amount of expenses is \$521.51 + Penalty \$52.15 + filing fee \$30.00 for a total of \$603.66. Amount owed is \$521.51 if paid before lien is filed with Circuit Clerk's office. This amount is for cleanup of the referenced property.

The Committee meeting will start at 5:00 p.m. in the City Hall council chambers, 410 River Street.

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

  
Bruce Thomas  
City of Benton, Code Compliance  
Cc: file

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<input type="checkbox"/> Return Receipt (hardcopy)	\$		
<input type="checkbox"/> Return Receipt (electronic)	\$		
<input type="checkbox"/> Certified Mail Restricted Delivery	\$		
<input type="checkbox"/> Adult Signature Required	\$		
<input type="checkbox"/> Adult Signature Restricted Delivery	\$		
Postage \$			
Total Postage and Fees \$			
Sent To		Gary Ragsdale	
Street and Apt. No., or PO Box No.		167 Pipkin St.	
City, State, ZIP+4®		Jessieville, AR 71949	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions			

**RESOLUTION NO. 85 OF 2025**

**A RESOLUTION TO REQUEST THE SALINE COUNTY TAX COLLECTOR PLACE A CERTIFIED LIEN AGAINST REAL PROPERTY LOCATED AT 1714 HUNTLEY ROAD AS A RESULT OF INCURRED EXPENSES BY THE CITY OF BENTON IN ACCORDANCE WITH STATE LAW AND CITY ORDINANCE; AND FOR OTHER PURPOSES**

**WHEREAS**, in accordance with Ark. Code Ann. § 14-54-901, the City of Benton, Arkansas, has corrected conditions existing on 1714 Huntley Road (parcel 805-19941-000) within the City and is entitled to compensation pursuant to Ark. Code Ann. §14-54-904; and

**WHEREAS**, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$670.88 + Penalty \$67.09 + Filing Fee \$30.00 for a total of \$767.97 to be thereafter certified to the Saline County Tax Collector; and

**WHEREAS**, a hearing for the purpose to determine such lien has been set for October 27, 2025, in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as necessary.

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

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

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of October 2025

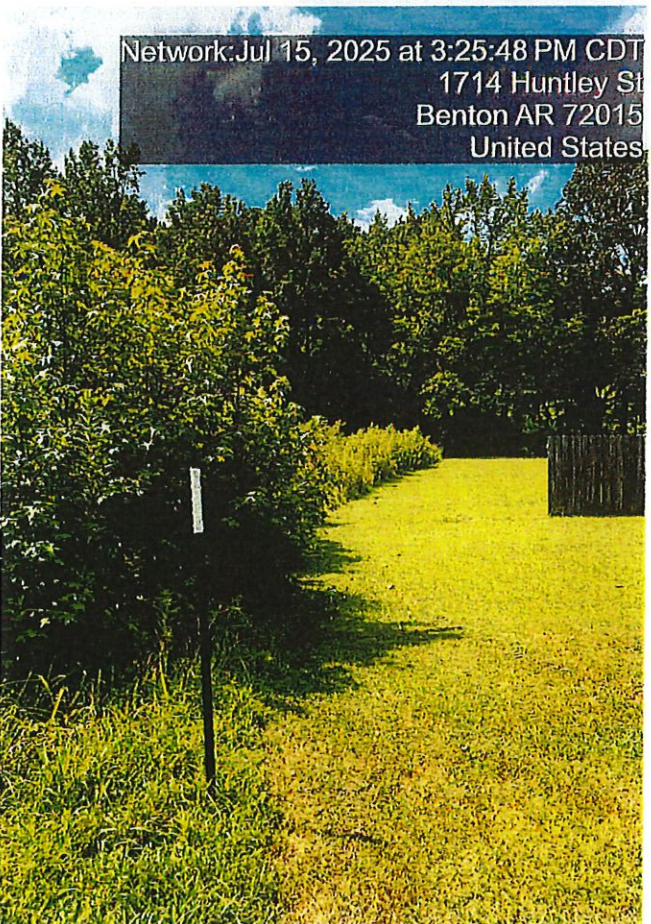
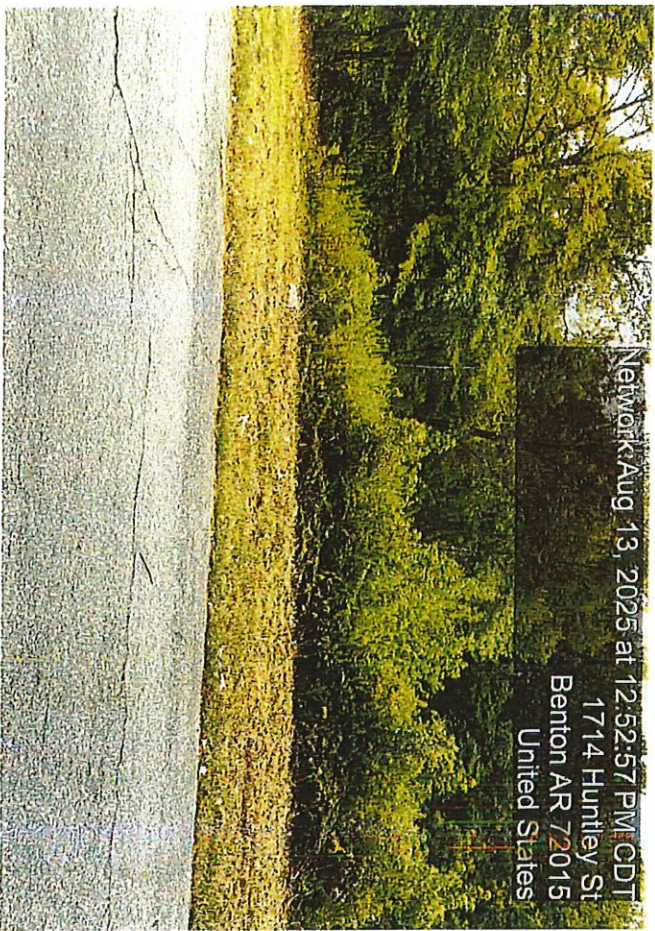
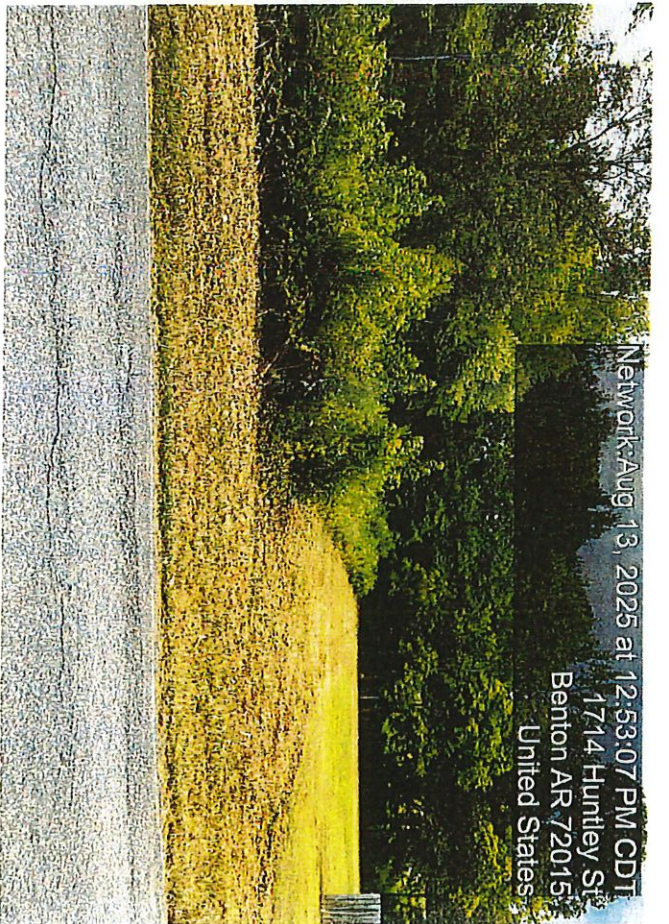
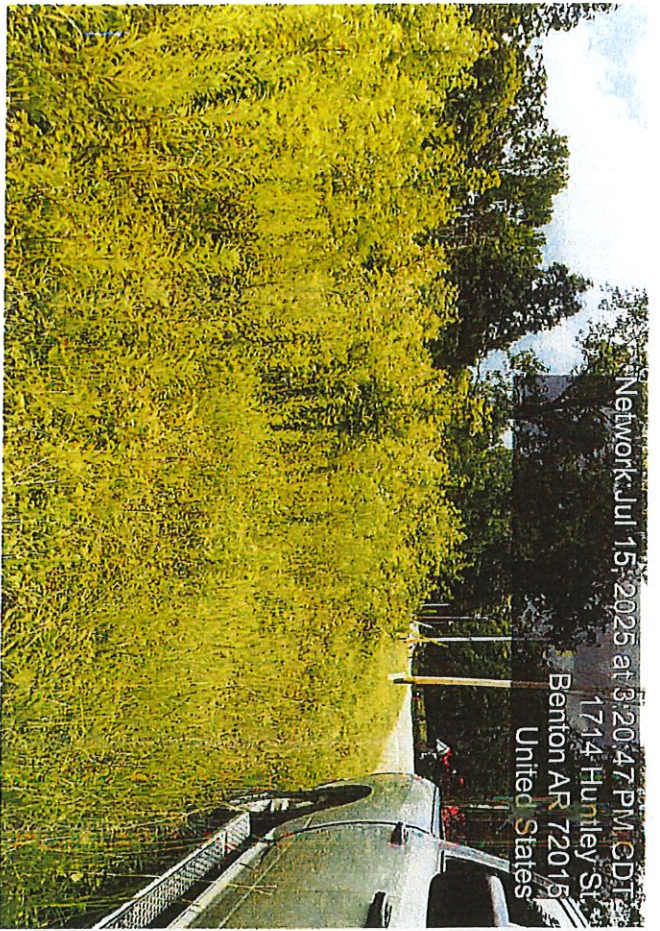
\_\_\_\_\_  
Tom Farmer, Mayor

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



1714 Huntley St.







# CITY OF BENTON

Community Development  
PO Box 607  
Benton, Arkansas 72018

June 30, 2025

Cayce Bryan Jones  
5301 Oakhaven  
Benton, AR 72019

**Re: 1714 Huntley Road Benton, AR 72015**  
**Parcel(s): 805-19941-000**

Dear Owner,

This office has received complaints regarding the above-referenced property, and real estate records indicate that you are the owner. Property owners are responsible for maintaining their property in accordance with city ordinances and regulations.

This property is in violation of the City of Benton Ord. 20 of 2021 (Overgrown vegetation). Enclosed is a copy of the notice of violation for your records. You have seven days from the receipt of this letter to take corrective action. If you have not voluntarily corrected the violation within the time set forth or contacted this office, the City of Benton will issue a citation requiring you to appear in district court or the City of Benton will clean the property at the owner's expense.

Please contact our office between the hours of 8:00 am and 4:00 pm at (501) 776-5938 if you have any questions. Thank you for your help in this matter.

Geneva Howell  
Code Enforcement Officer  
City of Benton  
501-249-7874  
Geneva.Howell@bentonar.org

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<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	
Postage	\$	
<b>Total Postage and Fees</b>	\$	

Sent to Cayce Jones  
Street and Apt. No., or PO Box No. 5301 Oakhaven  
City, State, ZIP+4® Benton AR 72019



# CITY OF BENTON

Community Development  
PO Box 607  
Benton, Arkansas 72018

August 26, 2025

Cayce Bryan & Tiffany Rose Jones  
5301 Oakhaven  
Benton, AR 72019

Re: 1714 Huntley Rd., Benton, AR 72015 (parcel 805-19941-000)

The City of Benton Community Services committee will be holding a hearing on October 14, 2025 to approve a resolution requesting the Saline County Tax Collector place a certified lien against the stated real property as a result of incurred expenses by the City of Benton in accordance with state law and City ordinance. The Community Services committee will then forward recommendations to the full City Council for final approval on October 27, 2025 at 5:30 p.m.

Said amount of expenses is \$670.88 + Penalty \$67.09 + filing fee \$30.00 for a total of \$767.97. Amount owed is \$670.88 if paid before lien is filed with Circuit Clerk's office. This amount is for cleanup of the referenced property.

The Committee meeting will start at 5:00 p.m. in the City Hall council chambers, 410 River Street.

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

  
Bruce Thomas

City of Benton, Code Compliance  
Cc: file

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<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	
Postage	\$	
Total Postage and Fees	\$	
Sent To	Cayce & Tiffany Jones	
Street	5301 Oakhaven	
City	Benton, AR 72019	

**RESOLUTION NO. 86 OF 2025**

**A RESOLUTION TO REQUEST THE SALINE COUNTY TAX COLLECTOR PLACE A CERTIFIED LIEN AGAINST REAL PROPERTY LOCATED AT 1406 HIGHWAY 35 AS A RESULT OF INCURRED EXPENSES BY THE CITY OF BENTON IN ACCORDANCE WITH STATE LAW AND CITY ORDINANCE; AND FOR OTHER PURPOSES**

**WHEREAS**, in accordance with Ark. Code Ann. § 14-54-901, the City of Benton, Arkansas, has corrected conditions existing on 1406 Highway 35 (parcel 805-19882-000) within the City and is entitled to compensation pursuant to Ark. Code Ann. §14-54-904; and

**WHEREAS**, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$4,850.90 + Penalty \$485.09 + Filing Fee \$30.00 for a total of \$5,365.99 to be thereafter certified to the Saline County Tax Collector; and

**WHEREAS**, a hearing for the purpose to determine such lien has been set for October 27, 2025, in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as necessary.

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

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

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of October 2025

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

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



# CITY OF BENTON

Community Development  
 PO Box 607  
 Benton, Arkansas 72018



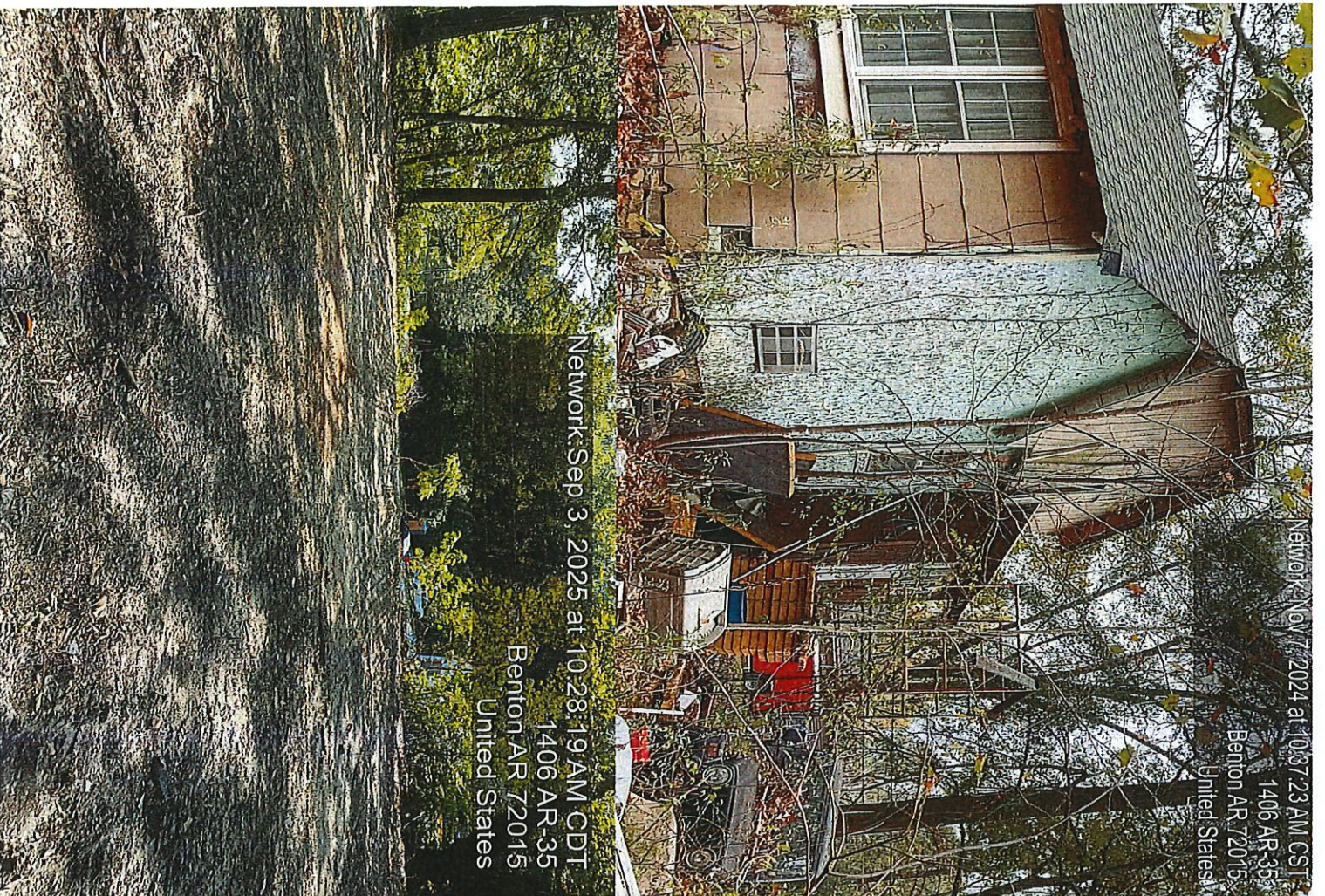
## Condemnation

*1406 Hwy 35, Benton AR 72015*

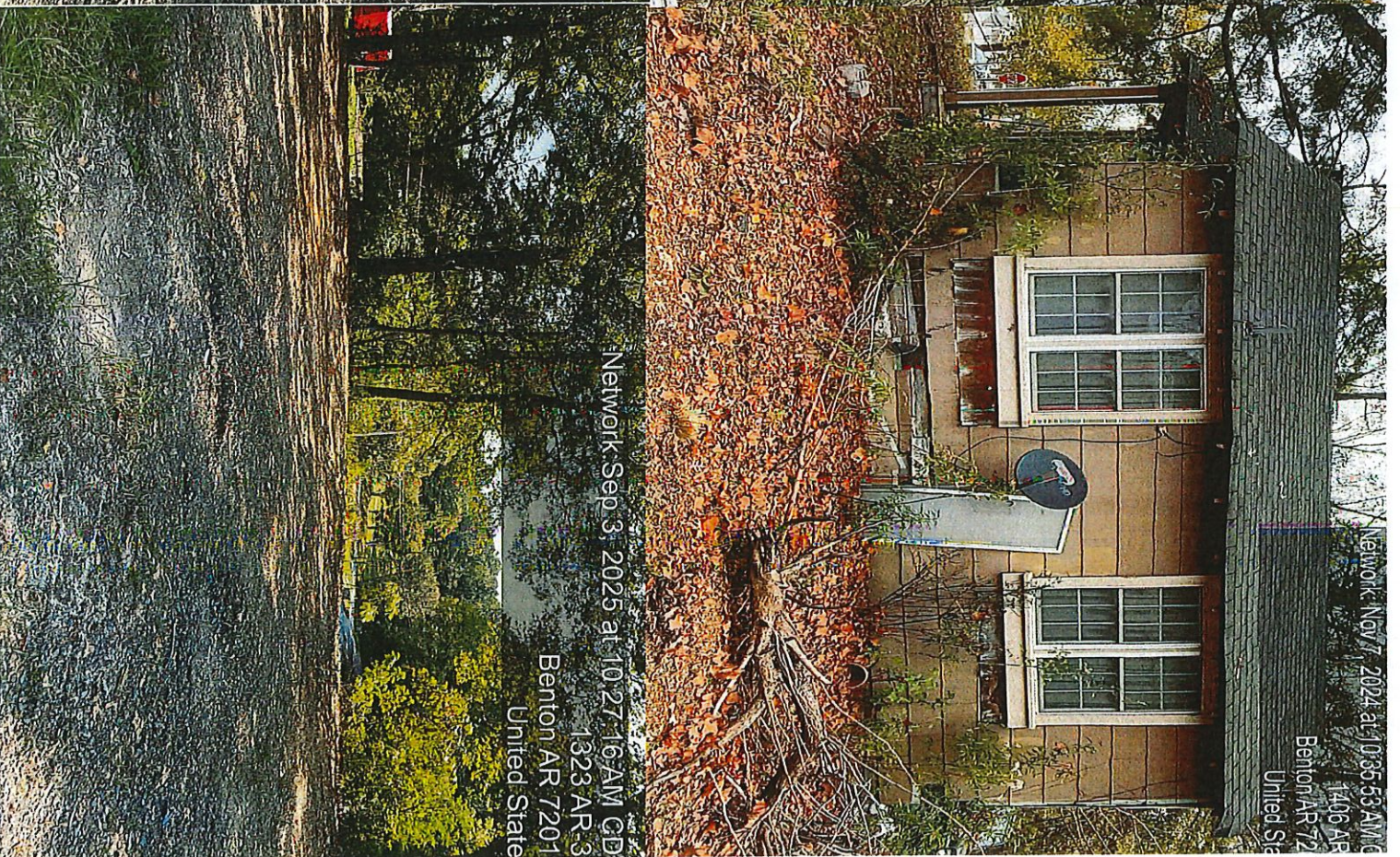
1.	Identify Property	10/01/2021
2.	Photograph Property with Location and Time Stamp	10/01/2021
3.	Post Property with "Sub-Standard" Placard	10/03/2021
4.	Mail Condemnation Notification Letter to Owner via Certified Mail and Regular Mail.	10/03/2021
5.	Post Copy of Letter on Property and Photograph.	10/21/2024
6.	Community Services Committee Meeting to Discuss Condemnation.	11/12//2024
7.	Full Council Meeting to Discuss/Amend/Approve Resolution. Council Meeting Scheduled in Month Following Committee Meeting.	12/16/2024
8.	Request Title Search from Title Company.	06/18/2025
9.	Request Bids for Demolition from Three Qualified Contractors.	04/10/2025
10.	Post Resolution on Property and Photograph.	12/19/2024
11.	Mail Resolution to Owner via Certified Mail and Regular Mail.	12/19/2024
12.	Clean up Property	08/25/2025
13.	Mail Notice of Lien Resolution to Owner via Certified Mail and Regular Mail.	09/11/2025
14.	Submit Lien Resolution to Committee and Full Council.	10/14/2025
15.	Mail Lien Resolution to Owner via Certified Mail and Regular Mail.	
16.	Submit Lien Request to Saline County Tax Collector. Request Submitted 45 Days Following Approval.	

1406 HWY 35





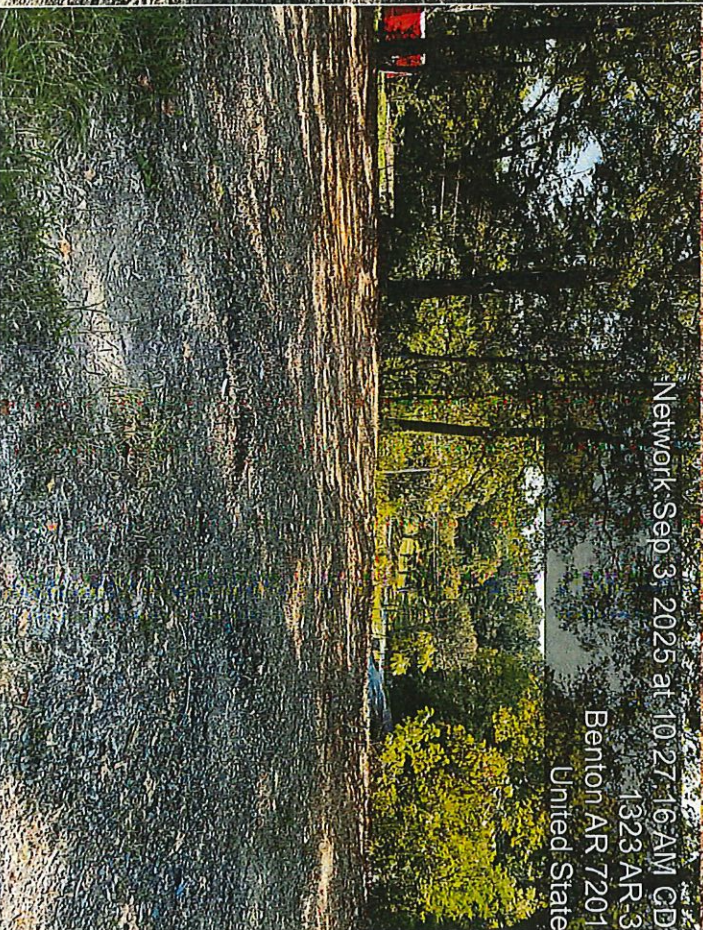
Network: Nov 7, 2024 at 10:37:23 AM CST  
1406 AR-35  
Benton AR 72015  
United States



Network: Nov 7, 2024 at 10:36:53 AM CST  
1406 AR  
Benton AR 72015  
United States



Network: Sep 3, 2025 at 10:28:19 AM CDT  
1406 AR-35  
Benton AR 72015  
United States



Network: Sep 3, 2025 at 10:27:16 AM CDT  
1323 AR-3  
Benton AR 72015  
United States



# CITY OF BENTON

Community Development  
PO Box 607  
Benton, Arkansas 72018

September 11, 2025

Doug Harris  
2900 Mountain View Cutoff  
Benton, AR 72015

Re: 1406 Hwy 35, Benton, AR 72015 (parcel 805-19882-000)

The City of Benton Community Services committee will be holding a hearing on October 14, 2025 to approve a resolution requesting the Saline County Tax Collector place a certified lien against the stated real property as a result of incurred expenses by the City of Benton in accordance with state law and City ordinance. The Community Services committee will then forward recommendations to the full City Council for final approval on October 27, 2025 at 5:30 p.m.

Said amount of expenses is \$4,850.90 + Penalty \$485.09 + filing fee \$30.00 for a total of \$5,365.99. Amount owed is \$4,850.90 if paid before lien is filed with Circuit Clerk's office. This amount is for demolition of structure and clean-up of the referenced property.

The Committee meeting will start at 5:00 p.m. in the City Hall council chambers, 410 River Street.

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

Bruce Thomas  
City of Benton, Code Compliance  
Cc: file

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	
Postage	\$	
Total Postage	\$	
Sent To	Doug Harris	
Street and Ap	2900 Mountain View Cutoff	
City, State, Zi	Benton, AR 72015	

Postmark Here

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

**RESOLUTION NO. 87 OF 2025**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A NON-EXCLUSIVE POLE ATTACHMENT AGREEMENT WITH UPN; AND FOR OTHER PURPOSES**

**WHEREAS**, the City Council of the City of Benton, Arkansas, finds that it is in the best interest of the City to enter into a Non-Exclusive Pole Attachment Agreement (“Pole Agreement”) with Unite Private Networks, LLC dba Segra (“UPN”), setting forth the terms and conditions of UPN’s use of City-owned utility poles and connections to provide telecommunication services to its customers in such allocated territory of the City; and

**WHEREAS**, Benton Utilities has approved and agreed to the Pole Agreement; and

**WHEREAS**, a copy of the Pole Agreement is attached hereto as Exhibit “1”.

**WHEREAS**, this legislation replaces Resolution No. 21 of 2025.

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

**SECTION 1:** The Mayor and City Clerk are hereby authorized to execute, on behalf of the City, the Pole Attachment with UPN, which is attached hereto as Exhibit “1”.

**PASSED AND APPROVED** this \_\_\_\_\_ day of October 2025.

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

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

## LICENSE AGREEMENT FOR ATTACHMENT OF CABLES AND ATTACHMENTS

This Agreement is entered into by and between **THE CITY OF BENTON, ARKANSAS**, doing business as **BENTON UTILITIES** (“Licensor”) and the undersigned Licensee.

**WHEREAS**, Licensor is a municipal electric utility and owns or has rights to use Poles within its service area, and Licensee provides communication services within and around Licensor’s service area and desires to attach and maintain cables, equipment and facilities on Licensor’s Poles; and

**WHEREAS**, Licensor is willing to allow the placement of Licensee’s cables, equipment and facilities on Licensor’s poles, pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants, terms and conditions set forth in this Agreement, the parties agree to the General Terms and Conditions attached hereto and to the following initial terms for the Agreement:

Initial Number of Attachments:	123
Initial Attachment Rate:	\$17.00 per attachment per year
Initial License Period:	3 years
Licensee Contact for Relocation and Maintenance Requests:	Unite Private Networks, LLC dba Segra One Allied Drive Bldg 2, Ste 2420 Little Rock, AR 72207 Attention: Operation Manager Email: <a href="mailto:OOMSouth-ops@segrafiber.com">OOMSouth-ops@segrafiber.com</a>
Licensee Contact for Invoices:	Unite Private Networks, LLC dba Segra 120 W 12 <sup>th</sup> Street, 11 <sup>th</sup> Floor Kansas City, MO 64105 Attention: Accounts Payable Email: <a href="mailto:invoices@segrafiber.com">invoices@segrafiber.com</a>
Licensee Contact for Legal Notices:	Unite Private Networks, LLC dba Segra 120 W 12 <sup>th</sup> Street, 11 <sup>th</sup> Floor Kansas City, MO 64105 Attention: VP or Assistant GC, Real Estate Email: <a href="mailto:legaldept@segrafiber.com">legaldept@segrafiber.com</a>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of \_\_\_\_\_, 2025 (the "Effective Date").

**LICENSOR:**

CITY OF BENTON, ARKANSAS dba  
BENTON UTILITIES

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LICENSEE:**

[INSERT LICENSEE NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# GENERAL TERMS AND CONDITIONS

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## GENERAL TERMS AND CONDITIONS

### ARTICLE 1 DEFINITIONS

1.1 For the purposes of this Agreement, the following capitalized terms will have the meanings set forth below:

“Anchor” means a facility consisting of an assembly of a rod secured to a fixed object or plate designed to resist the pull of a Guy Strand or strands.

“Applicable Regulatory Guidelines” means all rules, regulations and ordinances adopted by the City Council of the City of Benton or the Benton Utility Commission applicable to the subject matter of this Agreement.

“Attachment” means any facilities, including without limitation cables, wires and wireline appliances, in direct contact with or otherwise supported by a Pole, Anchor, or other facility or property of Licensor, except that Anchors will not constitute a separate Attachment for calculating the Attachment Fee and will be charged separately in accordance with Licensor’s standard operating and billing procedures.

“Attachment Fee” has the meaning set forth in Section 2.4.

“Attachment Rate” means the annual rental rate to be paid by Licensee for each Attachment on Licensor’s Poles or facilities, and such rate may vary based on the amount of space utilized, the nature of the Attachment, or other criteria specified by the Applicable Regulatory Guidelines.

“Costs” means direct out-of-pocket costs and expenses (including, without limitation, any taxes or surcharges and reasonable attorney fees) plus a reasonable allocation of costs and expenses incurred in connection with the ownership, maintenance, repair and operation of the Poles and related facilities, including without limitation labor, overhead, parts, equipment and materials, to the extent such charges are not already covered in the Attachment Fee.

“Court” has the meaning set forth in Section 8.8.

“Dispute Resolution Period” has the meaning set forth in Section 2.10.

“Effective Date” means either (i) the date set forth on the cover page to this Agreement or (ii) such later date specified by Section 2.4.2, if applicable.

“Governmental Authority” means any federal, state, county, or local government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

“Guy Strand” means a metal cable (facility) which is attached to a Pole and Anchor (or another Pole) to reduce Pole stress.

“Joint Owner” means a person, corporation or other legal entity having an ownership interest in a Pole and/or Anchor with Licensor.

“Joint User” means a party who owns Poles or Anchors to which Licensor is or may hereafter be extended joint use privileges, or to which Licensor has extended or may hereafter extend joint use privileges for Licensor’s Poles or Anchors. The term “Joint User” does not include Licensee or Other Licensees.

“License” means a license granted pursuant to Section 2.1 of this Agreement.

“License Period” means, for the initial License Period, the period commencing on the Effective Date and ending on December 31 of that year, and, for each subsequent License Period, the annual period from January 1 to December 31 in which one or more Licenses are granted to Licensee under this Agreement.

“Licensee” is the party identified on the cover page to this Agreement.

“Licensee’s Facilities” means cables and all associated equipment and hardware installed for the sole use of Licensee.

“Licensor” has the meaning given in the preamble of this Agreement.

“Maintenance and Relocation” has the meaning set forth in Section 3.2.3.

“Make-Ready Work” means all work, including but not limited to engineering studies regarding routing, spacing and design changes made necessary because of Attachments proposed by Licensee, any Pole loading analysis, any rearrangement or transfer of existing facilities, any replacement of Poles, any straightening or reinforcement of Poles (guying) required to accommodate Licensee’s Attachments, or any other actions or changes required to accommodate Licensee’s Attachments in a manner to comply with the Safety and Operating Requirements.

“Other Licensee” means any person, corporation, or other legal entity other than Licensee, to whom Licensor has or hereafter will extend an authorization to attach facilities to a Pole or Anchor.

“Periodic Inspection” has the meaning set forth in Section 4.4.1.

“Permitted Use” means the location, installation, erection, maintenance and use of wireline Attachments and expressly excludes any other use including, without limitation, wireless facilities or equipment.

“Pole” means an electric or other pole solely or jointly owned by Licensor.

“Pre-Construction Survey” means the work operations and functions performed in order to process an application for Attachments to the point just prior to performing any necessary Make-Ready Work, consisting of two elements: (i) field inspection of the existing facilities and (ii) administrative effort required to process the application and prepare the Make-Ready Work order.

“Pre-Existing Attachment” has the meaning set forth in Section 2.3.

“Safety and Operating Requirements” means all rules, regulations, requirements and specifications applicable to the Attachments, Poles and the subject matter of this Agreement, including without limitation, the National Electric Safety Code published by the Institute of Electrical and Electronics Engineers, Inc.; all federal, state and local laws and regulations regarding occupational health and safety, licensing and construction; all Applicable Regulatory Guidelines; and the applicable engineering, construction and operating procedures of Licensor; and any successor, supplement, or replacement of any of the foregoing, each as in effect from time to time.

“Transfer” means any assignment, license, sublicense, lease, sublease, transfer, conveyance, pledge or mortgage (i) by Licensee, whether voluntary or involuntary, whether by operation of law (for example, by merger) or otherwise, of any part or all of this Agreement, any License granted under this Agreement or any interest therein, or (ii) of any direct or indirect majority ownership, voting, management or other beneficial interest in Licensee, whether voluntary or involuntary, whether by operation of law (for example, by merger) or otherwise.

## **ARTICLE 2**

### **SCOPE OF AGREEMENT; GENERAL TERMS AND CONDITIONS**

2.1 License. Subject to the terms and conditions of this Agreement, Licensor agrees to grant one or more revocable, personal, non-transferrable and non-exclusive licenses to Licensee to make Attachments to Licensor’s Poles for the Permitted Use in accordance with the Safety and Operating Requirements (each, a “License”). Each License shall be granted and in effect for the License Period, and renewal of such License for any subsequent License Period is subject to the terms and conditions for renewal as set forth in Section 2.8.

2.2 Application for Licenses. Prior to making an Attachment to any Pole of Licensor, Licensee must submit an application therefor in the form of Exhibit 1 attached hereto. If the proposed Attachment complies with the Safety and Operating Requirements, Licensor agrees to grant a permit for the proposed Attachments on such time frames and on such other terms and conditions as set forth in Licensor’s standard operating procedures as in effect from time to time.

2.3 Pre-Existing Attachments.

2.3.1 The parties have made an estimate of the initial number of Licensor’s Poles where Attachments of Licensee are located prior to the Effective Date of this Agreement (the “Pre-Existing Attachments”) and have specified such number on the cover page to this Agreement.

2.3.2 If Licensor determines after the Effective Date that Licensee has Pre-Existing Attachments in excess of the number specified on the cover page to this Agreement, Licensee agrees to submit an application for such Pre-Existing Attachment in accordance with the terms and conditions of this Agreement as if it were a new Attachment, and Licensee agrees that Licensor shall have the right to revoke the License for the Pre-Existing Attachment if Licensee fails to comply with the terms and conditions of this Agreement and such failure is not cured within sixty (60) days after written notice from Licensor.

## 2.4 Attachment Fee.

2.4.1 Licensee will pay Licensor an Attachment Fee for each License Period in an amount equal to the product of (x) times (y), where (x) is the number of Poles on which Attachments are being maintained on the first day of the applicable License Period, and (y) is the Attachment Rate. The initial Attachment Fee will be prorated for the portion of the calendar year beginning with the date this Agreement is executed and ending on December 31. The initial Attachment Rate is stated on the cover page to this Agreement. For all subsequent License Periods, Licensor will determine the Attachment Rate in accordance with the Applicable Regulatory Guidelines. If the Attachment Rate will be changed for any License Period, Licensor will notify Licensee of the updated Attachment Rate on or prior to the 1<sup>st</sup> day of December prior to such License Period. If Licensor does not notify Licensee of any updates to the Attachment Rate in accordance with the foregoing, the existing Attachment Rate will apply to the next License Period. Licensor will not change the Attachment Rate more frequently than once every three (3) years, absent a change in Applicable Regulatory Guidelines requiring such a change.

2.4.2 The Attachment Fee is due and payable in advance on or before the commencement of each License Period. If the initial Attachment Fee is not paid in full on or prior to the date of signing of this Agreement by the parties, the Effective Date of this Agreement will be the date such fee has been paid in full, and Licensee will have no rights under this Agreement until the Effective Date. If Licensee receives a License for any new Attachment, Licensee will pay a pro-rated Attachment Fee for the License Period in which the License is granted.

## 2.5 Other Fees, Charges and Costs.

2.5.1 Licensee agrees to pay the other fees, charges, and Costs of Licensor on the terms and conditions set forth in this Agreement and Licensor's standard operating procedures as in effect from time to time to the extent such charges are not already covered in the Attachment Fee. No more frequently than quarterly, Licensor will publish its standard fees, charges and labor rates for the actions contemplated under this Agreement, and all such fees, charges and labor rates will comply with Applicable Regulatory Guidelines. Any changes published by Licensor to such fees, charges and labor rates will be effective thirty (30) days after publication in accordance with Licensor's standard operating procedures as in effect from time to time.

2.5.2 Whenever Licensee is required under this Agreement to reimburse Licensor for Licensor's Costs, the calculation of Licensor's Costs will include Licensor's full cost and expense determined in accordance with Licensor's regular and customary methods for determining such cost and expense, including without limitation, applicable overhead charges, administrative costs and related costs and expenses to the extent such charges are not already covered in the

Attachment Fee. If Licensor engages a contractor or other third party to perform any Maintenance and Relocation, inspection, make-ready, or other actions contemplated by this Agreement for which Licensee is responsible, Licensor's Costs will only include Licensor's actual out-of-pocket expense for such third party.

2.5.3 Whenever Licensee is required under this Agreement to reimburse Licensor for Licensor's Costs, Licensor, in its sole discretion, may require Licensee to submit a deposit in an amount up to Licensor's reasonable estimate of the Costs associated with such work prior to performing all or any part of such work.

2.5.4 Except for advance payments expressly required in this Agreement and the Attachment Fee which is due and payable as set forth in Section 2.4, invoices for fees, charges, and Costs under this Agreement are payable within thirty (30) days after presentation.

2.5.5 For any fees, charges, or Costs that are not paid by Licensee when due and payable under this Agreement (subject to the dispute resolution process set forth in Section 2.10 below), a late charge of 1.5% per month (or the maximum amount permitted by applicable law) shall apply to the unpaid balance of delinquent bills for each month or part thereof that any bill remains unpaid.

2.5.6 If at any time Licensee fails to pay a bill for fees, charges or Costs within thirty (30) days after presentation (subject to the dispute resolution procedure set forth in Section 2.10 below), Licensor may, in addition to such other rights as Licensor may have under this Agreement, at any time thereafter and from time to time, in its sole discretion, require Licensee to immediately submit a deposit in an amount up to Licensor's reasonable estimate of the Attachment Fee for the next License Period.

2.6 Fee for Unreported or Unauthorized Attachments. If any Attachments is found on Licensor's Poles or property for which no License is outstanding, Licensor may (i) impose a past rental charge and (ii) require Licensee to submit an application for such Attachment in accordance with Section 2.1. Licensor will provide Licensee the location of the Attachment and allow Licensee fourteen (14) days to verify whether the Attachment is Licensee's. For purposes of determining the charge, in the absence of satisfactory evidence to the contrary that the period is shorter, the Attachment will be treated as having existed for a period beginning on the later of (x) the Effective Date or (y) the date of the most recent Periodic Inspection under this Agreement (but not including the Periodic Inspection during which the unreported Attachment was discovered), and Licensee will, within thirty (30) days of receipt of notice of the unlicensed Attachment, pay the fee for each such Attachment, at the appropriate Attachment Rate for each year and for any portion of a year contained in such period. Licensee will also pay a one-time additional charge of twenty dollars (\$20.00) per unreported Attachment. Any act or failure to act by Licensor with regard to said fee or unlicensed will not be deemed a ratification of the unlicensed use, and if a permit for an Attachment should be subsequently issued under Section 2.1 of this Agreement, the license will not operate retroactively or constitute a waiver by Licensor of any of its rights under this Agreement.

2.7 No Ownership or Property Rights. No use, however extended, of Licensor's Poles or other property under this Agreement will create or vest in Licensee any ownership or property

rights in Licensor's Poles or property. Licensee's rights consist of a limited, revocable license to use as contemplated by Section 2.1. Nothing contained in this Agreement shall be construed to compel Licensor to construct, reconstruct, retain, extend, repair, place, replace or maintain any of Licensor's Poles for a period longer than demanded by its own service requirements. Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensor entering into agreements with other parties regarding the Poles or property covered by this Agreement.

2.8 License Period. This Agreement shall become effective on the Effective Date, and if not otherwise terminated, will continue in effect for the initial License Period. Thereafter, this Agreement and any licenses issued hereunder will automatically renew for successive License Periods unless otherwise terminated in accordance with the terms hereof and upon Licensee's compliance with the following conditions of renewal on or before January 1 of the License Period up for renewal:

2.8.1 Licensee pays in advance the Attachment Fee for the applicable License Period;

2.8.2 No default by Licensee exists and is continuing;

2.8.3 Licensee remains eligible and in good standing in its qualifications to make Attachments under this Agreement in accordance with Section 3.1;

2.8.4 If Licensee has 100 or more Attachments, Licensee submits an annual compliance certificate certifying its compliance with the conditions set forth in Section 3.1 and providing updated and current contact information for all notices under this Agreement.

2.9 Unauthorized Attachments. Any proposed use or activity outside of the scope of the Licenses granted under this Agreement, including without limitation any material modification of an Attachment or any other use of or activity upon Licensor's facilities or property, shall not be permitted by this Agreement and shall require the express written approval of Licensor. Without limitation or waiver of any other rights that Licensor may have under applicable law, the obligations (but not the rights) of Licensee under this Agreement shall apply to any unauthorized Attachment or other unauthorized use of Licensor's system, facilities, or other property, as if such use were an authorized Attachment. No act or failure to act by Licensor with respect to any unauthorized attachment shall be deemed to ratify or license the unauthorized Attachment.

2.10 Dispute Resolution Procedure. If Licensee disputes all or any portion of the Attachment Fee or Costs charged to it by Licensor, the following procedures will apply:

2.10.1 Licensee must raise any dispute to the Attachment Fee or Costs in writing on or before the due date for payment of such charge and must identify with reasonable specificity the basis for Licensee's dispute;

2.10.2 Licensee must pay all undisputed charges on or before the due date;

2.10.3 Licensor will review and negotiate in good faith with Licensee for a period of sixty (60) days (the "Dispute Resolution Period") in an attempt to resolve the payment dispute;

2.10.4 Upon expiration of the Dispute Resolution Period, Licensor will notify Licensee in writing as to its determination and resolution of the dispute, and Licensor's determination will be final and conclusive; and

2.10.5 All finally determined charges shall be due and payable within ten (10) days after Licensor's delivery of written notice of determination in accordance with Section 2.10.4.

### **ARTICLE 3 REPRESENTATIONS, WARRANTIES AND AGREEMENTS**

3.1 Eligibility. Licensee hereby represents and warrants to Licensor that the following statements are true and correct as of the Effective Date and on the first day of each subsequent License Period:

3.1.1 Licensee is a corporation or limited liability company that is duly organized, validly existing, and in good standing under the laws of its state of organization or formation. Licensee is duly qualified and licensed to do business and in good standing with the state of Arkansas. Licensee has provided a copy to Licensor of evidence of its good standing in the state of Arkansas.

3.1.2 Licensee holds all applicable permits, approvals, authorizations, certificates, franchises, and registrations from the state of Arkansas and any other applicable Governmental Authority (including the Arkansas Public Service Commission, and any city, municipality, or county in Licensor's service area) to hold the Licenses, to conduct the Permitted Use, and to perform and discharge all obligations of Licensee under this Agreement. Without limiting the foregoing, if Licensee is a cable operator, Licensee must hold a certificate of franchise authority from the City of Benton or the Arkansas Public Utility Commission or any successor Governmental Authority, or provide evidence satisfactory to Licensor that Licensee is not required to possess such certificate. Upon written request of Licensor, Licensee will provide written evidence of any permits, certificates, or other authorizations contemplated by this paragraph.

3.2 Maintenance, Relocation and Repair.

3.2.1 Maintenance of Attachments. Licensee will, at its own expense, erect, install, make, operate, and maintain its Attachments in accordance with the Safety and Operating Requirements as in effect from time to time, including, without limitation, in accordance with the specifications of each License, in safe condition and thorough repair, in a manner not to interfere with the use of each Pole and other facilities by Licensor or by other companies using said Poles and other facilities, or to interfere with the use and maintenance of facilities thereon or which may from time to time be placed thereon. Licensee will also promptly remove any unnecessary or unused equipment or facilities attached to the Poles or Licensor's facilities. Without limiting the generality of the foregoing, from time to time, Licensor may provide Licensee with drawings that are descriptive of required construction under typical conditions and that are to serve as construction guides for Licensee, any Joint Owners, Joint Users, or Other Licensees on a non-discriminatory basis. Such drawings may be superseded, amended, or added to from time to time as determined in Licensor's sole discretion to comply with the Safety and Operating Requirements, and Licensor may also from time to time impose such additional requirements on Licensee as

deemed necessary in Licensor's sole discretion to promote the safe and efficient operation of Licensor's electric distribution system.

3.2.2 Relocation and Repair. If Licensor, in its sole discretion, determines that it is necessary for Licensee to (a) remove, relocate, replace, repair, or renew Licensee's Attachment or facilities placed on Licensor's Poles and facilities, (b) transfer such Attachments or facilities to substitute Poles or facilities, or (c) perform any other work in connection with Licensee's Attachments or facilities:

3.2.2.1 Within ten (10) days of receipt of notice from Licensor (unless Licensor determines in its sole discretion that a shorter period is required in order to comply with the Safety and Operating Requirements), Licensee must notify Licensor how and when it will perform the requested work; and

3.2.2.2 Licensee shall complete the work within thirty (30) days of the original notice from Licensor, or such longer time as approved in writing by Licensor, as long as Licensee diligently pursues the work to completion; and

3.2.2.3 If Licensor determines that a shorter period is required in order to comply with the Safety and Operating Requirements, Licensee shall complete the work within the time period provided in the original notice from Licensor.

3.2.3 Failure to Comply with Maintenance Obligations. If Licensee fails to comply with its obligations under Sections 3.2.1 and 3.2.2 above ("Maintenance and Relocation"), on or before the date specified by Licensor for such Maintenance and Relocation, Licensor shall have the following rights, in addition to any other rights and remedies available under this Agreement:

3.2.3.1 Licensor, in its sole discretion, may require Licensee to pay the full Cost incurred by Licensor to return to the job site to inspect the status of Licensee's work and, as applicable, the Cost incurred by Licensor to remove the old Pole or facilities;

3.2.3.2 Licensor may, at Licensee's sole risk and without warranty of any kind, perform such Maintenance and Relocation work, and Licensee will reimburse Licensor for the Cost thereby incurred by Licensor.

3.2.4 Designated Contact Person. Licensee shall establish and maintain a designated contact person(s) for ordinary Maintenance and Relocation requests of Licensor during Licensor's normal business hours and a designated contact person or persons for emergency Maintenance and Relocation requests. The designated contact person or persons for emergency Maintenance and Relocation requests shall be reasonably available to Licensor 24 hours per day, 7 days a week, throughout the year. As of the Effective Date of this Agreement, the designated contact persons are set forth on the cover page to this Agreement.

3.2.5 NJUNS. If requested by Licensor, Licensee will join the National Joint Use Notification System ("NJUNS") or other similar notification or successor system(s) identified and utilized by Licensor to facilitate required notices, including, without limitation, any notices relating to Maintenance and Relocation work. Licensor will determine the extent to which notifications

via NJUNS or other similar notification system will be utilized for delivering notices for various operational tasks under this Agreement and will notify Licensee of such requirements, which will then be deemed to be incorporated into and a part of the Safety and Operating Requirements. Following notification of any updates to the Safety and Operating Requirements, from time to time, Licensee will comply with Licensor's updated Safety and Operating Requirements.

3.2.6 Limitation of Licensor Liability. Nothing in this Section shall operate to impose any liability upon Licensor for any loss or injury arising directly or indirectly from Licensee's failure to conform to the Safety and Operating Requirements or any other technical requirements and specifications applicable to Licensee or its activities, and nothing in this Section shall operate to relieve or in any way limit Licensee's obligations to indemnify Licensor under this Agreement.

3.3 Safety Precautions. Licensee shall take all steps necessary to protect persons and property against injury or damage that may result from the presence, installation, use, maintenance or operation of Licensee's Attachments and its Permitted Use, and to avoid interference with Licensor's operations or use of the Poles or other facilities of Licensor. Should any such injury, damage or interference occur, Licensee shall promptly notify Licensor no later than seven (7) days after Licensee's (and/or its contractor's) discovery of such injury, damage or interference. At Licensor's option, and without waiver or limitation of other rights of Licensor under this Agreement, Licensee shall promptly within seven (7) days after receipt of notice from Licensor either (i) repair such damage or resolve such interference, or (ii) compensate Licensor for the Cost of repairing any such damage or resolving such interference, which obligations shall be in addition to Licensee's indemnification and contribution obligations as provided in Article 6.

#### 3.4 Qualifications of Employees, Agents and Contractors.

3.4.1 Licensee shall require all of its employees, agents and contractors that perform Maintenance and Relocation or other activities with respect to the Attachments to be appropriately qualified, licensed, and trained to work on and in the vicinity of electric distribution poles.

3.4.2 Licensee shall require its contractors to comply with the Safety and Operating Requirements of Licensor and with the insurance, indemnification and other obligations of Licensee under Article 6 as if each such contractor were Licensee for purposes of this Agreement. Upon reasonable written request of Licensor, Licensee shall ensure that Licensor is an intended third party beneficiary of such requirements with enforceable rights against each such contractor, and that such rights are enforceable against each such contractor in the same manner and to the same extent as Licensor has such rights against Licensee under this Agreement.

#### 3.5 Legal Authority.

3.5.1 Licensee is responsible for obtaining from all applicable Governmental Authorities any legally necessary easement, right of way, license, permit, permission, certification or franchise to (i) engage in the Permitted Use and (ii) construct, operate or maintain its facilities on the property where the Pole or other facilities to which Licensee attaches its facilities are located. LICENSOR DOES NOT REPRESENT OR WARRANT THAT ANY OF ITS RIGHTS-

OF-WAY, EASEMENTS, OR OTHER RIGHTS ARE VALID, APPORTIONABLE, OR OTHERWISE ENTITLE LICENSEE TO ACCESS THE PROPERTY UNDERLYING LICENSOR'S POLES AND FACILITIES. Licensee shall submit to Licensor evidence, upon reasonable request of Licensor and in a form reasonably satisfactory to Licensor, of Licensee's authority to erect and maintain its facilities within public streets, highways and other thoroughfares, and shall secure any necessary consent from any applicable Governmental Authority or from private landowners of the property upon which the Poles or facilities are located to construct and maintain Licensee's Facilities thereon. Licensee shall continue to maintain all such required authorizations and consents during all License Periods under this Agreement.

#### **ARTICLE 4 PROCEDURES**

4.1 Permits. Prior to Licensee attaching equipment and/or facilities to any Pole or Anchor, Licensee shall make written application for and shall have received a License for such Attachment or Anchor installation in accordance with the terms and conditions of this Agreement and Licensor's Safety and Operating Requirements.

4.2 Pre-Construction Survey and Make-Ready Work.

4.2.1 A Pre-Construction Survey will be required for each Pole or facility for which Attachment is requested to determine the adequacy of the Pole or facility to accommodate Licensee's Facilities. The field inspection will be performed in accordance with the Safety and Operating Requirements. The field inspection data shall be of an accuracy and completeness necessary to permit the performance of Make-Ready Work required to accommodate Licensee's Facilities in accordance with the Safety and Operating Requirements. Licensor may employ contractors to perform the field inspection.

4.2.2 In the event Licensor determines that a Pole or other facility to which Licensee desires to make Attachments is inadequate or that a Pole or facility needs rearrangement or other Make-Ready Work to accommodate the facilities of Licensee, Licensor will inform Licensee in writing of the proposed Costs of the Make-Ready Work. Licensee shall have thirty (30) days from the receipt of written notification from Licensor of the Costs of the Make-Ready Work to accept and approve the proposed Make-Ready Work.

4.2.3 If Licensee approves the proposed Make-Ready Work required to make the Attachments, it shall authorize Licensor to complete the necessary Make-Ready Work, it shall reimburse Licensor for the full Cost incurred by Licensor in completing such Make-Ready Work, and all Make-Ready Work shall be completed to the satisfaction of Licensor. At Licensor's sole discretion, Licensor may require Licensee to prepay the full Cost of any Make-Ready Work and to submit a deposit or other security for payment. Where Licensee's desired Attachments can be accommodated on present Poles of Licensor by rearranging Licensor's facilities thereon, Licensee shall compensate Licensor for the full Cost incurred in completing such rearrangements.

4.2.4 Licensee shall also reimburse any Joint Owners, Joint Users, or Other Licensees with facilities attached to said Poles for the full expense incurred by such third parties for the Costs incurred by Licensor in transferring or rearranging said facilities.

4.2.5 Licensee shall notify Licensor in writing before adding to, relocating, replacing or otherwise modifying its equipment and/or facilities on a Pole or Anchor, where additional space or holding capacity may be required.

4.2.6 When additional Make-Ready Work is required as a result of circumstances beyond anyone's control, including but not limited to storms, vehicular accidents, or public work projects, Licensee is responsible for the timely repairing, relocating or replacing of its own facilities.

#### 4.3 Required Removal and Relocation.

4.3.1 Subject to the terms and conditions of this Agreement, Licensor reserves the right to re-allocate any space on a Pole or facilities that is subject to a License or the location of an Attachment for the future use of Licensor's distribution system. Additionally, Licensee acknowledges that some Poles and facilities of Licensor reside in public rights of way or other locations for which Governmental Authorities have the right to direct Licensor to relocate the facilities as a result of the needs of the Governmental Authorities, including the need to relocate utility easements as a result of road-moves or construction of new public facilities, and in such case Licensor may have no right to recover the costs for the relocation of facilities.

4.3.2 Should Licensor, any Joint Owner, Joint User, or Governmental Authority need for its own service requirements the space or property occupied by Licensee's Attachments, Licensor shall notify Licensee of such need and Licensee shall either surrender its License for those Attachments and, at its own expense, vacate the space by removing such Attachments or shall authorize Licensor to replace or rearrange the applicable Poles or facilities, at Licensee's full expense, in accordance with Section 4.2 of this Agreement.

4.3.3 If rearrangement and relocation of Licensee's Facilities is required as a result of an additional occupancy by an entity other than Licensor or a Governmental Authority, the entity requesting the rearrangement or relocation shall bear the cost of such activity and Licensee shall not be responsible for such costs, unless the requesting entity possessed a legal right to make such attachment that existed before the date Licensor granted Licensee a permit for such Attachment, in which case Licensee shall be solely responsible for such Costs. If a third party is responsible for any rearrangement or relocation costs under this paragraph, Licensee will be solely responsible for collecting any such costs. Licensor will provide reasonable assistance to Licensee in its efforts to recover such costs that are the responsibility of any third party entity.

4.3.4 If Licensor moves any portion of its overhead system underground, Licensee will remove its Attachments from the affected Poles or facilities within sixty (60) calendar days after receipt of notice from Licensor, and Licensee must either relocate its affected facilities underground or must find other means to accommodate such facilities. If Licensee does not remove its facilities within sixty (60) days, Licensor reserves the right to remove such facilities at Licensee's expense and at Licensee's sole risk, and Licensee will reimburse Licensor for any Costs incurred as a result of Licensee's failure to relocate its facilities.

4.3.5 Licensor will not use, nor will Licensor permit its lessees, licensees, employees, invitees or agents to use, any portion of Licensor's poles in any way which materially interferes with the operations of Licensee.

4.3.6 Nothing in this Section 4.3 limits Licensor's right to require maintenance, removal or relocation of Attachments in accordance with the provisions of Article 3.

#### 4.4 Inspections.

4.4.1 Periodic Inspections. No more often than every three (3) years, Licensor (or a third party contractor selected by Licensor) may perform an inventory of Attachments on its Poles in all its service territory for the purpose of verifying the number and location of Attachments (a "Periodic Inspection"). Licensee may provide a representative to participate in such Pole counts, and the Costs of Licensor for such Pole counts allocable to determining the number of Licensee's Attachments will be at Licensee's expense; provided, however, that Licensor will use reasonable efforts to coordinate Pole counts required under this Agreement with Pole counts required under other agreements so the costs associated with such Pole counts can be shared among users of Licensor's Poles. By participating in such Pole counts, Licensor does not assume any obligation or responsibility for Licensee's Attachments nor do such Pole counts relieve Licensee of any responsibility, obligation, or liability that accrue under this Agreement for Attachments actually made or maintained by Licensee during any License Period.

4.4.2 Safety Inspections. From time to time, Licensor may conduct a survey or inspection of all or part of the Poles in its service territory to verify compliance of all facilities (including Licensee's Facilities) with the Safety and Operating Requirements with a focus on health, safety, and electrical code compliance. If any such survey or inspection reveals a violation of the Safety and Operating Requirements, Licensee will reimburse Licensor for an allocable portion of such survey and inspection Costs calculated on a per Pole basis, in addition to Licensee's obligation to remediate, or reimburse Licensor for the remediation Costs of, such violations.

4.5 Removal of Attachments. Licensee may at any time remove its Attachments from any Pole or Poles of Licensor, but will give Licensor written notice of all such removals during the covered reporting period no less frequently than monthly. No refund of any rental will be due on account of such removal, and Licensee will follow the process under Article 3 of this Agreement before making any new Attachments to such Pole or Poles.

4.6 Impermissible Attachments. In the event that Licensee's use of Licensor's Pole is or becomes (in the determination of Licensor) forbidden by a Governmental Authority or by owners of private property, Licensor will provide sixty (60) days' notice (or less if required in the determination of Licensor) to Licensee that the authorization for the Attachment will be terminated and that Licensee must remove the Attachment at its own expense. If Licensee does not remove its facilities within sixty (60) days, Licensor reserves the right to remove such facilities at Licensee's expense and at Licensee's sole risk, and Licensee will reimburse Licensor for any Costs incurred as a result of Licensee's failure to relocate its facilities.

4.7 Abandonment. If Licensor desires at any time to abandon any Pole or other facility that is subject to a License, it may give Licensee notice in writing to that effect at least thirty (30)

days prior to the date on which it intends to abandon such Pole or facility. If, prior to the expiration of such sixty (60) days, Licensee does not remove its equipment or make alternative arrangements for continued attachments to the pole in a form reasonably acceptable to Licensor, Licensor may remove Licensee's attachments and charge Licensee for the Costs of such removal.

## **ARTICLE 5 INSURANCE & SURETY**

### **5.1 Insurance.**

5.1.1 Licensee will secure and maintain (and ensure its subcontractors, if any, secure and maintain) all insurance and bonds required by law and this Agreement, including without limitation:

5.1.1.1 Commercial General Liability insurance (including but not limited to premises-operations; explosion, collapse and underground hazard; broad form property damage; products/completed operations; contractual liability; independent contractors; and personal injury) with limits of at least two million dollars (\$2,000,000) combined single limit for each occurrence and at least five million dollars (\$5,000,000) against all damage claims.

5.1.1.2 Commercial Automobile Liability insurance with limits of at least two million dollars (\$2,000,000) combined single limit for each occurrence. Notwithstanding, if Licensee does not own or operate any vehicles or automobiles associated with Licensee's business or associated with the work related to this Agreement, then Licensee must only provide satisfactory evidence that its subcontractor(s) have purchased and maintained Commercial Automobile Liability insurance in such amount.

5.1.1.3 Workers' Compensation insurance as required by statute and Employer's Liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence.

5.1.2 All policies provided by Licensee shall be deemed primary and non-contributory to all other applicable coverages. The Commercial General Liability and Commercial Auto Liability policies must name Licensor as an additional insured. Licensee's insurance companies must be licensed to do business in the State of Arkansas and must meet or exceed an A.M. Best rating of A or better.

5.1.3 All insurance must be in effect before Licensor will authorize Licensee to make attachment to the Poles and must remain in force until all of Licensee's Attachments are removed from the Poles. For all insurance, Licensee must deliver an industry-recognized certificate of insurance evidencing the amount and nature of the coverage, the expiration date of the policy and stating that the policy of insurance issued to Licensee will not be cancelled without thirty (30) days written notice to Licensor. Upon reasonable request from Licensor, Licensee will provide a copy of the full policy or policies of insurance described above.

5.1.4 Licensee is responsible for determining whether the above minimum insurance coverages are adequate to protect its interests. The above minimum coverages do not constitute limitations upon Licensee's liability.

5.2 Surety. Licensee will furnish and continuously maintain a surety bond or letter of credit satisfactory to Licensor to guarantee the payment of any sums which may become due to Licensor for Attachment Fees and Costs under this Agreement in an amount equal to the current Attachment Fee, but in no case less than \$50,000.00. If the financial security is in the form of a bond, irrevocable letter of credit or other security as deemed acceptable by Licensor, such instrument must be issued by a nationally recognized and rated surety company or bank and must guarantee Licensee's obligations under the Agreement. The amount of the bond or the financial security shall not operate as a limitation upon the obligations of Licensee.

## **ARTICLE 6 LIABILITY LIMIT AND INDEMNITY**

6.1 Limitation of Duty of Licensor. Licensor enters into this agreement solely as an accommodation to Licensee so that Licensee can avoid deployment of additional poles and facilities. Licensor has no obligation to Licensee other than as expressly stated in this Agreement. Licensor reserves to itself, its successors and assigns, the right to relocate and maintain its Poles and Anchors and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements.

6.2 No Warranties. LICENSOR MAKES NO WARRANTIES UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS AND EXCLUDES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR FURTHER SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING THE CONDITION AND SAFETY OF LICENSOR'S DISTRIBUTION POLES. To the maximum extent permitted by law, Licensor will not be liable to Licensee, its employees, agents or subcontractors for any loss, claim, damage or expense sustained by Licensee, its employees, agents and subcontractors, arising out of (a) any defect, inadequacy, want of repair, condition or otherwise of the Poles (or any facilities of Licensor); (b) Licensor's use or attachment of its facilities to the Poles; (c) any injury, claim, damage, expense or financial or consequential loss whether to persons, property or goods arising directly or indirectly through any act or omission of Licensor, Other Licensees, Joint Users, Joint Owners or tenants or occupiers of any adjoining or neighboring properties; or (d) the act, neglect or default of any person authorized by Licensor to utilize the Poles (or any facilities of which they form a part).

6.3 Indemnity. Licensee will indemnify, defend and hold harmless Licensor, to the fullest extent allowed by law, from and against any and all claims, demands, causes of actions and costs, including reasonable attorneys' fees, for costs, expenses, damages to property and injury to or death of persons, including but not limited to, payments under any workers' compensation law or under any plan for employee's disability and death benefits, which may arise out of or be caused by: (a) the erection, maintenance, presence, use, removal or abandonment of Licensee's facilities, (b) any act or omission of Licensee or its employees, agents or contractors, on or in the vicinity of the Poles or in connection with this Agreement, (c) breach of any representations, warranties, covenants, agreements, or obligation of Licensee under Article 3 or Article 4, or (d) the presence or location of Licensee's Attachments on any Pole abandoned by Licensor pursuant to Section 4.7 from and after the date of such abandonment. The obligations of this Section shall be enforced to

the fullest extent permitted by applicable law (including without limitation and to the fullest extent permitted by law to cover liabilities, claims, demands and costs arising from Licensor's negligence), and the obligations of this Section shall be construed liberally in favor of indemnification of Licensor. The indemnification obligations of Licensee under this Section and under other provisions of this Agreement are cumulative and not exclusive. Licensor's request for indemnification under one or more Sections shall not preclude or in any way waive or limit Licensor's ability to seek indemnification under other provisions of this Agreement.

6.4 Delegation by Licensee. If Licensee performs or discharges any rights or obligations under this Agreement through a contractor, agent or other third party, all obligations of this Agreement will apply to Licensee as if it had performed or discharged such activities directly, and in no event shall such third party performance constitute a delegation or assignment of duties or relieve Licensee for responsibility for such activity.

## **ARTICLE 7 DEFAULT AND TERMINATION**

7.1 Licensee Default. Licensee will be in default of this Agreement if Licensee fails to (a) pay any sum of money due under the terms of this Agreement within ten (10) days after the due date thereof (subject to the dispute resolution process set forth in Section 2.10) or (b) correct any other default or non-compliance of this Agreement within thirty (30) days after written notice from Licensor to correct such default or non-compliance.

7.2 Licensor Remedies. If Licensee is in default of this Agreement, Licensor may, at its option, (a) terminate this Agreement or the License covering the Poles as to which such default or non-compliance shall have occurred and (b) refuse to grant any new Licenses to Licensee until such default is cured and all outstanding charges due to Licensor by Licensee have been paid in full.

7.3 Licensor Termination Due to Regulatory Change. In the event any Applicable Regulatory Guideline is changed such that there is a material adverse effect on Licensor's ability to recover its Costs under this Agreement, Licensor may terminate this Agreement upon providing ninety (90) days' notice to Licensor, to the extent permitted by applicable law.

7.4 Licensee Termination. Upon failure of Licensor to comply with any of the terms of this Agreement, Licensee, as its sole remedy under this Agreement, may terminate this Agreement and remove its equipment and facilities from the Poles. In addition, Licensee may elect to terminate this Agreement for any reason upon ninety (90) days' notice to Licensor.

7.5 Removal of Equipment. Upon termination of this Agreement for any reason, Licensee will remove its equipment and facilities from the Poles and Anchors within ninety (90) days after the effective date of the termination or such additional period as agreed upon in writing by the Parties if Licensee is diligently pursuing removal; provided, however, that Licensee will remain liable for and pay Licensor all fees and charges pursuant to this Agreement until Licensee's Facilities are actually removed from the Poles and Anchors. If Licensee fails to remove its equipment within the time allowed, Licensor may remove Licensee's Facilities and equipment, and Licensee will reimburse Licensor for the removal Cost of Licensor's equipment. Licensor will

not be liable for any damage incurred by Licensee or its equipment, including without limitation damages to Licensee's customers for discontinued or disrupted service.

## **ARTICLE 8 GENERAL**

8.1 Transfer by Licensee. Except as set forth in this Section 8.1, Licensee may not Transfer this Agreement in whole or in part without the express written consent of Licensor, which may be withheld, conditioned, or delayed in its sole discretion. If Licensee proposes to Transfer this Agreement in whole, but not in part, and submits evidence to Licensor that the proposed transference complies with Section 3.1 and that all conditions for renewal under Section 2.8 are satisfied, such Transfer shall be subject to Licensor's consent, which may not be unreasonably withheld, conditioned or delayed. At the time of any Transfer approved by Licensor, the transferee must assume all of the obligations of Licensee under this Agreement pursuant to a written assumption agreement in form and substance reasonably acceptable to Licensor. Any Transfer of this Agreement will not relieve Licensee of its obligations unless otherwise agreed by Licensor. A consent to any Transfer will not be deemed a consent to any subsequent Transfer.

8.2 Waiver. Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement will not constitute a general waiver or relinquishment of any such terms or conditions, but the same will be and remain at all times in full force and effect. To be effective, any waiver must be in writing and signed by the party granting the waiver. No action or inaction by either party will constitute a waiver of remedies.

8.3 No Effect on Other Agreements. Except as expressly set forth in this Agreement, nothing contained in this Agreement will be construed as affecting the rights or privileges previously conferred by Licensor, by contract or otherwise, to others not parties to this Agreement to use any Poles. Licensor has the right to continue to extend such rights and privileges. The attachment privileges granted in this Agreement will at all times be subject to such contracts and arrangements existing prior to each License granted by Licensor. The attachment privileges granted in this Agreement are non-exclusive, and Licensor may, in its sole discretion, grant attachment privileges of any sort to any person, firm or corporation.

8.4 Permitted Successors and Assigns. This Agreement will inure to the benefit of the parties and their respective permitted successors and assigns.

8.5 Survival of Obligations. Notwithstanding any termination or non-renewal of this Agreement, the obligations (but not the rights) of Licensee under this Agreement will continue to apply to any Attachment, unauthorized Attachment or other authorized or unauthorized use of Licensor's system, facilities, or other property for so long as Licensee continues to use Licensor's system, facilities, or other property and so long as Licensee has fully discharged its obligations to compensate Licensor for any Costs or liabilities arising from such use. Additionally, the rights and obligations set forth in Section 2.3, Section 2.7, Article 6, Section 7.5, and Article 8 will survive expiration or any termination of this Agreement.

8.6 Force Majeure. Except as may be expressly provided otherwise, neither party will be liable to the other for any failure of performance under this Agreement due to causes beyond

such party's reasonable control, including but not limited to: (a) acts of God, fire, explosion, vandalism, storm or other similar occurrences; (b) national emergencies, insurrections, riots, acts of terrorism or wars; or (c) strikes, lockouts, work stoppage or other labor difficulties. To the extent practicable, the parties will be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the force majeure event causing the failure or delay has ceased. Each party will promptly notify the other party of any delay in performance under this section and its effect on performance required under this Agreement.

8.7 Notice. Notices must be in writing and are considered effective (a) on delivery when personally delivered (with proof of delivery); (b) upon issuance of read receipt from addressee's email when sent by email with a copy sent by first class mail; or (c) sent by certified United States mail or reputable overnight courier, return receipt requested, effective upon receipt. All notices to Licensor shall be addressed to:

Benton Utilities  
Attention: General Manager  
1827 Dale Street  
Benton, AR 72015

All notices to Licensee shall be addressed as set forth on the cover page. Each party may revise the initial notice addresses by notifying the other party in writing of such change in address.

8.8 Applicable Law; Venue. This Agreement is deemed executed in the State of Arkansas and shall be construed under the laws of the State of Arkansas, without regard to its conflict of laws principles. Any legal action regarding enforcement of this Agreement will be commenced and heard in the Crittenden County Circuit Court in the state of Arkansas ("Court"), and the parties consent and submit to the exclusive jurisdiction and venue of the Court. Licensee consents that it may be served with any process or paper by registered mail or by personal service within or without the State of Arkansas in accordance with applicable law. Furthermore, Licensee waives and agrees not to assert in any such action, suit or proceeding that it is not personally subject to the jurisdiction of such courts, that the action, suit or proceeding is brought in an inconvenient forum or that venue of the action, suit or proceeding is improper.

8.9 Interpretation. Licensor and Licensee acknowledge and warrant to each other that each has been represented by independent counsel and has executed this Agreement after being fully advised by said counsel as to its effect and significance. This Agreement shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party which prepared the instrument, the relative bargaining powers of the parties or the domicile of any party. Whenever in this Agreement any words of obligation or duty are used, such words or expressions shall have the same force and effect as though made in the form of a covenant. Whenever Licensor is entitled to indemnification, such indemnification will include, without limitation, the obligation of the indemnifying party to pay the reasonable legal fees and expenses of counsel selected by Licensor.

8.10 Jury Trial Waiver. EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY PROCEEDINGS BROUGHT BY THE OTHER PARTY IN CONNECTION WITH ANY

MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE POLES OR THE RELATIONSHIP OF LICENSOR AND LICENSEE.

8.11 Captions. Captions are used throughout this Agreement for convenience of reference only and will not be considered in any manner in the construction or interpretation hereof.

8.12 Entire Agreement; Counterparts. This Agreement and any other instruments or agreements referred to herein, constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties or agreements except as herein provided. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

**Exhibit 1**

**Benton Utilities Pole Attachment License Application**  
Request for Attachment to Benton Utilities' Pole(s)

Submit this form to initiate a pole attachment request.

Project Contact:	
Title:	
Company:	
Street Address:	
City:	
State:	
Zip Code:	
E-mail Address:	
Business Phone:	
Fax Number:	
Type of Business: (CATV, CLEC, Municipality, Government Agency)	
Municipality where attachments will be located: (City, Town, Village of)	
No. of attachments (limit 50 poles per application)	
Date that licenses are needed:	
Construction/Maintenance contact:	
24 hr. Emergency contact number:	

**BENTON UTILITIES**

**STANDARD LICENSE AGREEMENT FOR ATTACHMENT OF  
CABLES AND ATTACHMENTS**

TO: Name of Pole Owner: City of Benton on behalf of Benton Utilities

Address of Pole Owner: 410 River Street  
Benton, AR 72015

In accordance with the terms and conditions of the License Agreement for Attachment of Cables and Attachments (“Agreement”) between Licensor and Licensee, dated as of \_\_\_\_\_, \_\_\_\_\_, application is hereby made for a License to make Attachment to the Poles which are indicated in detail in the form prescribed by Licensor and attached hereto. Each application is limited to a **maximum of 50 Poles** with complete descriptions of all facilities, including quantities, sizes, and types of cable and equipment to be installed.

Upon notice from Licensor of work assignments and the associated cost, Licensee shall as applicable, promptly submit payment for Licensor’s Costs to conduct the Pre-Construction Survey and Make-Ready Work. Fees, charges and costs shall be assigned in accordance with the Agreement and established fee schedules or cost methodologies. Licensee agrees that in the event Licensor elects to conduct a post-construction survey, this Cost will be billed separately and is not included in the above.

In accordance with the Agreement, each Attachment will be subject to an Attachment Fee and will be pro-rated by Licensor at time of licensing. Fees and rates are subject to change in accordance with the Agreement.

**LICENSEE AGREES TO NOT ATTACH TO LICENSOR’S JOINT OR SOLE OWNED POLES UNTIL MAKE-READY WORK IS COMPLETED BY ALL PARTIES.**

**THIS APPLICATION IS TO BE COMPLETED AND SUBMITTED IN ACCORDANCE WITH THE SAFETY AND OPERATING REQUIREMENTS.**

LICENSEE:

(Name of Party to be Licensed)

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

Title: \_\_\_\_\_

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

**RESOLUTION NO. 88 OF 2025**

**A RESOLUTION AUTHORIZING THE MAYOR AND THE CHIEF FINANCIAL OFFICER TO APPLY FOR GRANT FUNDING THROUGH THE DIVISION OF ARKANSAS HERITAGE FOR THE PURPOSES OF SECURING FUNDING FOR TRAINING OF ONE HISTORIC DISTRICT COMMISSIONER, NOT TO EXCEED \$3,000; AND FOR OTHER PURPOSES**

**WHEREAS**, the Mayor and Chief Financial Officer are requesting that the City Council of the City of Benton, Arkansas, authorize the City to apply for a grant through the Division of Arkansas Heritage to secure funding for training of one Historic District Commissioner, not to exceed \$3,000; and

**WHEREAS**, the City Council acknowledges the requirements in the grant application and certifies that the City will meet requirements; and

**WHEREAS**, the City Council wishes to authorize the Mayor and the Chief Financial Officer to apply for such grant funding.

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

**SECTION 1:** The City Council does hereby authorize the Mayor and the Chief Financial Officer to apply for a grant through the Division of Arkansas Heritage for the purposes stated herein. The Mayor, Director, City Clerk, and City Attorney are all authorized and directed to execute any document that may be necessary or convenient to fulfill the purposes of this Resolution.

**PASSED AND APPROVED** this the \_\_\_\_\_ day of October 2025.

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

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

**RESOLUTION NO. 89 OF 2025**

**A RESOLUTION AUTHORIZING THE MAYOR AND THE CHIEF FINANCIAL OFFICER TO APPLY FOR GRANT FUNDING THROUGH THE DIVISION OF ARKANSAS HERITAGE FOR THE PURPOSES OF COMPLETING AN ARKANSAS RESOURCES SURVEY WITHIN THE HISTORIC DOWNTOWN DISTRICT OF BENTON; AND FOR OTHER PURPOSES**

**WHEREAS**, the Mayor and Chief Financial Officer are requesting that the City Council of the City of Benton, Arkansas, authorize the City to apply for a grant through the Division of Arkansas Heritage to hire a firm to complete an Arkansas Resources survey within the historic downtown district of Benton; and

**WHEREAS**, the City Council acknowledges the requirements in the grant application and certifies that the City will meet requirements; and

**WHEREAS**, the City Council wishes to authorize the Mayor and the Chief Financial Officer to apply for such grant funding.

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

**SECTION 1:** The City Council does hereby authorize the Mayor and the Chief Financial Officer to apply for a grant through the Division of Arkansas Heritage for the purposes stated herein. The Mayor, Director, City Clerk, and City Attorney are all authorized and directed to execute any document that may be necessary or convenient to fulfill the purposes of this Resolution.

**PASSED AND APPROVED** this the \_\_\_\_\_ day of October 2025.

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

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

**RESOLUTION NO. 90 OF 2025**

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

**WHEREAS**, the Benton Fire Department owns a police vehicle that is beyond its safe service capabilities; and

**WHEREAS**, the vehicle is described as set out below; and

<b>YEAR</b>	<b>MAKE</b>	<b>MODEL</b>	<b>UNIT</b>	<b>VIN</b>	<b>MILEAGE</b>
2007	Ford	Crown Victoria	214	2FAFP71W37X151854	107,825

**WHEREAS**, the City Council has determined that it is in the best interest of the City to declare this vehicle as surplus and to authorize it to be sold at public auctions.

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

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

**SECTION 2:** The Fire 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 October 2025.

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

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