

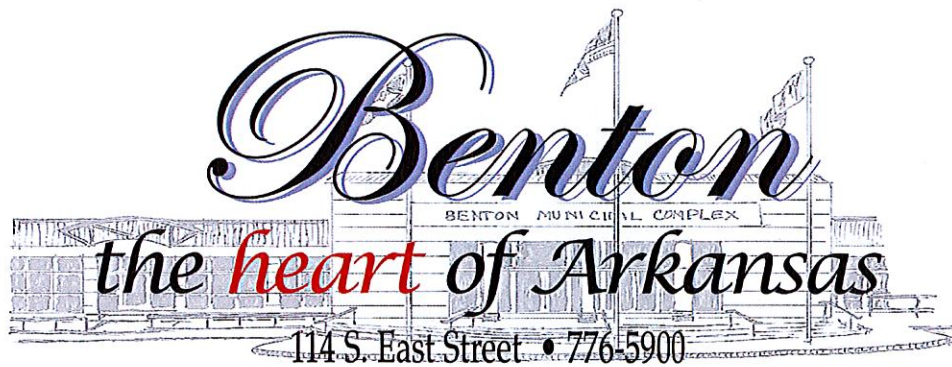
BENTON CITY COUNCIL MEETING

JANUARY 23, 2017

7:00 PM



AGENDA MEETING 6:30 PM



BENTON MUNICIPAL COMPLEX
114 SOUTH EAST STREET
COUNCIL CHAMBERS

DAVID MATTINGLY, MAYOR

REGULAR SESSION
January 23, 2017
7:00 PM
AGENDA

- | | | |
|-------------|--|--|
| I. | Call to Order | Mayor Mattingly |
| II. | Invocation | |
| III. | Pledge of Allegiance | Alderman Murphy |
| IV. | Roll Call | City Clerk |
| V. | Approval of Minutes | January 9, 2017
<i>Regular Meeting</i> |
| VI. | Employee of the Month
<i>Cynthia Nesbitt, December 2016</i> | Alderman Donnor |
| VII. | COMMITTEE REPORTS & MOTIONS | |
| | 1. Finance Committee | Alderman Ponder |
| | 2. Community Services/Animal Control | Alderdwoman Reed |
| | A.) ORDINANCE NO. 3 OF 2017
<i>AN ORDINANCE REZONING CERTAIN LAND IN THE CITY OF BENTON, SALINE COUNTY, ARKANSAS, DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES</i> | |
| | B.) ORDINANCE NO.4 OF 2017
<i>AN ORDINANCE ANNEXING CERTAIN TERRITORY INTO THE CITY OF BENTON, ARKANSAS, SALINE COUNTY, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES</i> | |
| | 3. Streets & Drainage Committee | Alderman Baptist |
| | 4. Personnel/Health & Safety Committee | Alderman Donnor |
| | 5. Parks Committee | Alderman Cunningham |
| | A.) RESOLUTION NO.15 OF 2017
<i>A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH THE CENTRAL ARKANSAS DEVELOPMENT COUNCIL FOR PROVIDING CERTAIN SERVICES TO THE SENIOR ADULTS OF BENTON; AND FOR OTHER PURPOSES</i> | |
| | B.) RESOLUTION NO. 16 OF 2017
<i>A RESOLUTION AUTHORIZING THE PLACEMENT OF CERTAIN HISTORICAL MEMORABILIA IN THE RIVERCENTER; AND FOR OTHER PURPOSES</i> | |
| | C.) RESOLUTION NO. 17 OF 2017
<i>A RESOLUTION AUTHORIZING THE PLACEMENT OF A PLAQUE THANKING MAYOR MATTINGLY FOR HIS WORK IN CREATING OF RIVERSIDE PARK; AND FOR OTHER PURPOSES</i> | |

6. Public Utilities Commission

Alderman Herzfeld

7. A & P Commission

Alderman Donnor/Ponder

VIII. Unfinished Business

IX. New Business

X. Old Business

XI. Announcements

XII. Adjourn

MINUTES OF THE BENTON CITY COUNCIL

Regular Session

January 9, 2017

Benton Municipal Complex

The Benton City Council was called to order for a regular session at 7:00 pm.

The Mayor gave the invocation.

Alderman Baptist led the pledge of allegiance.

Roll was called.

The following persons were in attendance:

**Alderman Frank Baptist
Alderman Charles Cunningham
Alderman Bill Donnor
Alderman James Herzfeld
Brent Houston, City Attorney
David Mattingly, Mayor**

**Alderman Kerry Murphy
Alderman Evelyn Reed
Alderman Judd Hart
Alderman Jeff Hamm
Cindy Stracener, City Clerk**

When roll was called eight (8) council members were present. Alderman Steve Lee and Alderman Jerry Ponder were absent. A quorum was declared.

The Mayor requested approval for the December 19, 2016 city council meeting minutes. Alderman Donnor made a motion to approve the minutes, seconded by Alderman Hart. The Mayor called for a voice vote on the approval of the minutes. All aldermen present replied in the affirmative. The minutes for the December 19, 2016 council meeting were approved with 8 affirmative and 2 absent votes.

The next item on the agenda was Resolution 1 of 2017 – A Resolution Establishing the Time of the Council Meetings, Setting its Meeting Agenda and Establishing Rules for Conducting Council, and Committee Meetings; and For Other Purposes. Alderman Herzfeld made a motion to suspend the rules and read Resolution 1 of 2017 by title only. Seconded by Alderman Hamm. The Mayor asked that the roll be called which resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder absent, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee absent, and Alderman Hamm yes. Motion to suspend was approved with 8 affirmative and 2 absent votes. Alderman Herzfeld made a motion to adopt Resolution 1 of 2017; seconded by Alderman Hart. The resolution was read by title only. The Mayor asked that the roll be called which resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder absent, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee absent, and Alderman Hamm yes. Resolution 1 of 2017 was adopted with 8 affirmative and 2 absent votes.

Alderman Cunningham made a motion to accept the committee assignments and chairman for 2017 as presented (see attached). Seconded by Alderman Hart. Roll was called which resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder absent, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee absent, and Alderman Hamm yes. Motion was approved with 8 affirmative and 2 absent votes.

Alderman Cunningham made a motion to adopt Resolution 2 of 2017 – A Resolution Authorizing Continuation of Employee Benefit of Established Deferred Compensation Plan with Security Benefit Group; And For Other Purposes. Seconded By Alderman Baptist. The resolution was read by the city clerk. The Mayor asked for any comments. None. Roll was called which resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder absent, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee absent, and Alderman Hamm yes. Resolution 2 of 2017 was adopted with 8 affirmative and 2 absent votes.

The next item on the agenda was committee reports and motions. There was not a report from the Finance Committee report.

Alderman Donnor was recognized for a report from the Community Service/Animal Control Committee. Alderman Donnor asked for the first reading of Ordinance 1 of 2017 – An Ordinance Annexing Certain Territory into the Corporate Limits of the City of Benton, Saline County, Arkansas; Declaring an Emergency; and For Other Purposes. Seconded by Alderman Herzfeld. This property is located at the corner of Longhills Road and Congo Road. The ordinance was read by the city clerk. The Mayor asked for any comments. Alderman Donnor stated that the city is looking to put a traffic control device at this intersection and this annexation will give the city ownership of all four corners in the area. Alderman Donnor made a motion to suspend the rules. Seconded by Alderman Baptist. The Mayor asked that the roll be called on the motion to suspend. Roll call resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder absent, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee absent, and Alderman Hamm yes. Motion to suspend was approved with 8 affirmative and 2 absent votes. Alderman Donnor made a motion to adopt Ordinance 1 of 2017 on its second and third readings. Seconded by Alderman Baptist. The ordinance was read by title only. Roll was called which resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder absent, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee absent, and Alderman Hamm yes. Ordinance 1 of 2017 was adopted with 8 affirmative and 2 absent votes. Alderman Donnor made a motion to adopt the emergency clause. Seconded by Alderman Herzfeld. Roll was called for the emergency clause which resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder absent, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee absent, and Alderman Hamm yes. The emergency clause was adopted with 8 affirmative and 2 absent votes.

Alderman Donnor made a motion to adopt Resolution 3 of 2017 – A Resolution Authorizing the City to Enter into a Contract with CDI Contractors, LLC for Providing Construction Management Services for the Construction of the Highway 5 Fire and Police Substation; and For Other Purposes. Seconded by Alderman Herzfeld. The resolution was read by the city clerk. The Mayor asked for any comments. None. Roll was called which resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder absent, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee absent, and Alderman Hamm yes. Resolution 3 of 2017 was adopted with 8 affirmative and 2 absent votes.

Alderman Donnor made a motion to adopt Resolution 4 of 2017 – A Resolution Authorizing the City Attorney to File a Lawsuit in the Saline County Circuit Court Seeking to Abate a Nuisance Located at 1325 Pinewood Circle, Benton, Arkansas; and For Other Purposes.

Seconded by Alderman Herzfeld. The resolution was read by the city clerk. The Mayor asked for any comments. None. Roll was called which resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder absent, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee absent, and Alderman Hamm yes. Resolution 4 of 2017 was adopted with 8 affirmative and 2 absent votes.

Alderman Donnor made a motion to adopt Resolution 5 of 2017 – A Resolution Authorizing the City Attorney to File a Lawsuit in the Saline County Circuit Court Seeking to Abate a Nuisance Located at 1316 Liberty Street, Benton, Arkansas; and For Other Purposes. Seconded by Alderman Herzfeld. The resolution was read by the city clerk. The Mayor asked for any comments. None. Roll was called which resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder absent, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee absent, and Alderman Hamm yes. Resolution 5 of 2017 was adopted with 8 affirmative and 2 absent votes.

Alderman Donnor made a motion to adopt Resolution 6 of 2017 – A Resolution Authorizing the City Attorney to File a Lawsuit in the Saline County Circuit Court Seeking to Abate a Nuisance Located at 404 Second Street, Benton, Arkansas; and For Other Purposes. Seconded by Alderman Baptist. The resolution was read by the city clerk. The Mayor asked for any comments. None. Roll was called which resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder absent, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee absent, and Alderman Hamm yes. Resolution 6 of 2017 was adopted with 8 affirmative and 2 absent votes.

Alderman Donnor made a motion to adopt Resolution 7 of 2017 – A Resolution Authorizing the City Attorney to File a Lawsuit in the Saline County Circuit Court Seeking to Abate a Nuisance Located at 922 Reed Street, Benton, Arkansas; and For Other Purposes. Seconded by Alderman Herzfeld. The resolution was read by the city clerk. The Mayor asked for any comments. None. Roll was called which resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder absent, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee absent, and Alderman Hamm yes. Resolution 7 of 2017 was adopted with 8 affirmative and 2 absent votes.

Alderman Donnor made a motion to adopt Resolution 8 of 2017 – A Resolution Authorizing the City Attorney to File a Lawsuit in the Saline County Circuit Court Seeking to Abate a Nuisance Located at 4202 Edison Ave., Benton, Arkansas; and For Other Purposes. Seconded by Alderman Herzfeld. The resolution was read by the city clerk. The Mayor asked for any comments. None. Roll was called which resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder absent, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee absent, and Alderman Hamm yes. Resolution 8 of 2017 was adopted with 8 affirmative and 2 absent votes.

Alderman Donnor made a motion to adopt Resolution 9 of 2017 – A Resolution Authorizing the City Attorney to File a Lawsuit in the Saline County Circuit Court Seeking to Abate a Nuisance Located at 1208 South Summit Road, Benton, Arkansas; and For Other Purposes. Seconded by Alderman Herzfeld. The resolution was read by the city clerk. The Mayor

asked for any comments. None. Roll was called which resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder absent, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee absent, and Alderman Hamm yes. Resolution 9 of 2017 was adopted with 8 affirmative and 2 absent votes.

Alderman Cunningham made a motion to amend the agenda to consider Resolution 13 of 2017. Seconded by Alderman Hart. Roll was called on the motion to amend the agenda which resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder absent, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee absent, and Alderman Hamm yes. Motion was approved with 8 affirmative and 2 absent votes. Alderman Donnor made a motion to adopt Resolution 13 of 2017 – A Resolution Ratifying and Confirming the Reappointment of Brian Black as Commissioner to the Benton Planning Commission; and For Other Purposes. Seconded by Alderman Murphy. The resolution was read by the city clerk. Roll was called which resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder absent, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee absent, and Alderman Hamm yes. Resolution 13 of 2017 was approved with 8 affirmative and 2 absent votes.

Alderman Herzfeld made a motion to amend the agenda to consider Resolution 14 of 2017. Seconded by Alderman Cunningham. Roll was called on the motion to amend the agenda which resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder absent, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee absent, and Alderman Hamm yes. Motion was approved with 8 affirmative and 2 absent votes. Alderman Donnor made a motion to adopt Resolution 14 of 2017 – A Resolution Ratifying and Confirming the Reappointment of Ken Young as Commissioner to the City of Benton Board of Adjustment; and For Other Purposes. Seconded by Alderman Herzfeld. The resolution was read by the city clerk. Roll was called which resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder absent, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee absent, and Alderman Hamm yes. Resolution 14 of 2017 was approved with 8 affirmative and 2 absent votes.

Alderman Baptist was recognized for Streets and Drainage Committee report. He stated that he had nothing to report.

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

Alderman Cunningham was recognized for a report from the Parks Committee. Alderman Cunningham made a motion to adopt Resolution 10 of 2017 – A Resolution Authorizing the Mayor and City Clerk to Execute an Agreement with Ace Sign Company to Provide Signage at Riverside Park; and For Other Purposes. Seconded by Alderman Donnor. The resolution was read by the city clerk. This signage is for directional and parking lot signs. The Mayor asked for any comments. None. Roll was called which resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder absent, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee absent, and Alderman Hamm yes. Resolution 10 of 2017 was adopted with 8 affirmative and 2 absent votes.

Alderman Cunningham made a motion to adopt Resolution 11 of 2017 – An Resolution Authorizing the City to Enter into a Contract with McClure Fitness, LLC for Providing Fitness Management Services to the City; and For Other Purposes. Seconded by Alderman Herzfeld. The resolution was read by the city clerk. The Mayor asked for any comments. None. Roll was called which resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder absent, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee absent, and Alderman Hamm yes. Resolution 11 of 2017 was adopted with 8 affirmative and 2 absent votes.

Alderman Cunningham made a motion to adopt Resolution 12 of 2017 – A Resolution Accepting the Lowest Acceptable Bid for the Construction of Riverside Park Trail Pending the Approval of the Arkansas Highway and Transportation Department; and For Other Purposes. Seconded by Alderman Herzfeld. The resolution was read by the city clerk. The Mayor asked for any comments. None. Roll was called which resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder absent, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee absent, and Alderman Hamm yes. Resolution 12 of 2017 was adopted with 8 affirmative and 2 absent votes.

Alderman Cunningham asked for the first reading of Ordinance 2 of 2017 – An Ordinance Setting the 2017 Rental Rates and Participation Fees for the City of Benton Parks and Recreation Department; Declaring an Emergency; and For Other Purposes. Seconded by Alderman Donnor. The ordinance was read by the city clerk. The Mayor asked for any comments; none. Alderman Cunningham made a motion to suspend the rules; seconded by Alderman Herzfeld. Roll was called on the motion to suspend which resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder absent, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee absent, and Alderman Hamm yes. Motion to suspend the rules was approved with 8 affirmative and 2 absent votes. Alderman Cunningham made a motion to adopt Ordinance 2 of 2017 on its second and third readings. Seconded by Alderman Donnor. The ordinance was read by title only. Roll was called which resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder absent, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee absent, and Alderman Hamm yes. Ordinance 2 of 2017 was adopted with 8 affirmative and 2 absent votes. Alderman Cunningham made a motion to adopt the emergency clause; seconded by Alderman Donnor. Roll was called for the emergency clause which resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder absent, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee absent, and Alderman Hamm yes. The emergency clause was adopted with 8 affirmative and 2 absent votes.

Alderman Herzfeld was recognized for a report from the Public Utility Commission. He stated that he did not have a report.

Alderman Donnor was recognized for the Advertising and Promotion Commission report. He stated that he had nothing to report.

There was not any new or unfinished business.

The Mayor stated that Martin Luther King parade will be next Monday with a gathering at the courthouse afterwards. Events start Friday and continue through the weekend. Monday is a holiday for the city.

The meeting adjourned at 7:36 pm.

Cindy Stracener, City Clerk

David Mattingly, Mayor

2017 COMMITTEE ASSIGNMENTS

COMMUNITY SERVICES/ANIMAL CONTROL	Monthly – 1 st Tuesday 6:00 P.M.
Chair – Evelyn Reed	
Kerry Murphy	
Jeff Hamm	
Frank Baptist	
Judd Hart	
Staff Liaison – Danny Ketchum	
FINANCE COMMITTEE	As Called
Chair – Jerry Ponder	
Bill Donnor	
Charles Cunningham	
Judd Hart	
Steve Lee	
Staff Liaison – Mandy Spicer	
PERSONNEL/HEALTH & SAFETY	As Called
Chair – Bill Donnor	
Evelyn Reed	
Jerry Ponder	
Charles Cunningham	
Jeff Hamm	
Staff Liaison – Kathy Kirk	
STREETS/DRAINAGE	As Called
Chair – Frank Baptist	
Kerry Murphy	
Jerry Ponder	
James Herzfeld	
Jeff Hamm	
Staff Liaison – Tony Floyd	
PARKS	As Called
Chair – Charles Cunningham	
Evelyn Reed	
Steve Lee	
Kerry Murphy	
James Herzfeld	
Judd Hart	
Jeff Hamm	
Staff Liaison – John Eckart	
PUBLIC UTILITIES COMMISSION	Monthly – 1 st and 3 rd Mondays, 6:00 P.M.
James Herzfeld	
A&P COMMISSION	Monthly – 3 rd Thursday 4:00 P.M. @ Chamber of Commerce
Bill Donnor	
Jerry Ponder	

01-03-2017

ORDINANCE NO. 3 OF 2017

**AN ORDINANCE REZONING CERTAIN LAND IN THE
CITY OF BENTON, SALINE COUNTY, ARKANSAS,
DECLARING AN EMERGENCY;
AND FOR OTHER PURPOSES**

WHEREAS, an application for zoning was filed with the Planning Commission of the City of Benton, Arkansas by Rayco Rentals LLC requesting the lands hereinafter described be zoned to RM 1.8 Multi- Family Residential District zoning; and,

WHEREAS, the Planning Commission ordered a Public Hearing be held on December 13, 2016 at 6:00 p.m. for the purpose of hearing said application; the notice of such hearing having been published in a newspaper having a bona fide circulation in Saline County, Arkansas; with evidence having been submitted that all property owners or lessees within 300 feet of the property having been notified of said hearing; and at said hearing, the Planning Commission recommended to the City Council that such request be granted; and,

WHEREAS, the City Council of the City of Benton, Arkansas desires to zone the following property as RM 1.8 Multi-Family Residential District zoning.

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

SECTION 1. The following described property is hereby rezoned from Highway Commercial (CH) District zoning to RM 1.8 Multi- Family Residential District zoning:

(Parcel 805-14747-000, located on Winchester Drive)

A PART OF THE E ½ OF THE NE ¼ OF SECTION 36, T-1-S, R-15-W, BENTON, SALINE COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF THE SE ¼ OF SAID SECTION 36; THENCE S 03°19'17" W ALONG THE EAST LINE THEREOF, 255.00 FEET; THENCE S 74°05'32"W 561.08 FT; THENCE N 11°14'12" W, 349.94 FEET; THENCE N 80°05'26' E, 299.45 FEET; THENCE BEARING N 71°36'39"E, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF

Planning Commission vote was 7-0 in favor of the rezone.

270.00 FEET AND CURVE LENGTH OF 79.92 FEET TO A POINT ON THE NORTH LINE OF SAID SE ¼; THENCE S 87°22'53"E ALONG SAID NORTH LINE THEREOF, 102.49 FEET; THENCE BEARING N 54°32'32"E, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET AND CURVE DISTANCE 18.15 FEET; THENCE N 43°42'39" E, 123.46 FEET; THENCE S 24°35'59" E, 117.22 FEET TO THE POINT OF BEGINNING. CONTAINING 0.17 ACRES IN THE NE ¼ OF THE NE ¼ AND 4.28 ACRES IN THE SE ¼ OF THE NE ¼ FOR AN AGGREGATE OF 4.45 ACRES, MORE OR LESS. THIS LEGAL DESCRIPTION WAS PROVIDED BY GRANTOR.

SECTION 2. The City Council, having found that the immediate rezoning of this property will allow construction to commence thereon which will be of benefit to the local economy, hereby declares an emergency and this Ordinance shall be in full force and effect after its passage and approval.

PASSED AND APPROVED, this ____ day of _____, 2017

Mayor

Attest: _____
City Clerk

DESIGNATED FOR PUBLICATION

Planning Commission vote was 7-0 in favor of the rezone.

Staff Use:
DATE SUBMITTED 11-23-16
DATE OF NEXT MEETING 12-13-16
AD MUST RUN NOT LATER THAN 11-28-16

Application and Procedural Requirements for Rezone Permit

Applicant's Name Rayco Rentals LLC

Address of Subject Property Winchester Dr

Legal Description of Subject Property (may be attached on separate sheet)

see attached

Assessor's Parcel Number of Subject Property 805-14747-000

Zoning District of Subject Property Highway commercial

Proposed Use Rm 1.8 multi family residential
district for duplexes

Please attach vicinity map of the property, 8.5 x 11 inch size. Additional required information is detailed on p. 2.

I hereby certify that I am the owner of the property identified in this application; or, that I am the authorized agent of Rayco Rentals LLC, who is the owner of said property; or that I am the employee or agent of Rayco Rentals LLC, which is a public utility company or other agency with the powers of eminent domain, and that I am authorized to act in their behalf, and that this application, to the best of my knowledge and belief, is true and correct.

Signed Steven Howard

Mailing Address 3820 Quapaw Rd

Benton, AR 72019

Phone Number 501-860-2150

Subscribed and certified to me this 23 day of November, 2016

AM Ramirez
Community Development Dept Representative

Rayco Rentals LLC
3010 Coldwater Dr
Benton, Ar 72019

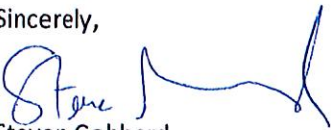
Nov 23, 2016

To the Benton City Planning Commission:

The purpose of this letter is to notify you that our company will be requesting a rezone of property we own on Winchester Dr in Benton, AR. We are requesting that our property be rezoned from Highway Commercial zoning to Multi Family Residential (RM-1.8). This would allow us to build multifamily investment property on our site.

If you have any questions please feel free to contact me on my cell phone at 501-860-2150 or by email at gabbardsteve@sbcglobal.net.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve", followed by a stylized flourish.

Steven Gabbard

Managing Member

Rayco Rentals LLC



11/22/2016

Q. Rambo

Proof of Publication

STATE OF ARKANSAS
County of Saline

I, Avery Ankney, do solemnly swear that I am Legal Advertising Clerk for The Saline Courier, a daily newspaper printed in said county, and that I was such at the date of publication hereinafter stated, and that said newspaper had a bona fide circulation in such county at said dates, and has been regularly published in said county since the year 1876 before the date of the first publication of the advertisement hereto annexed, and that said advertisement was published in said newspaper 1 times for 1 issues, the first insertion therein having been made on 11/15/2016, and the last insertion on 11/15/2016

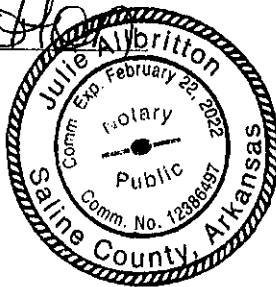
Billed Account Rayco Rentals

Ad Number 80230

Avery Ankney
Legal Advertising Clerk

Sworn to and subscribed before me on 11/15/2016

Julie Albritton
Notary Public



FEE FOR PRINTING

\$ 101.40 Cost of Notice

\$ 2.60 Cost of Proof

\$ 104.00 Total

Legal Notices

PUBLIC NOTICE

Notice is hereby given that a hearing will be held by the Planning and Zoning Commission of the City of Benton, Arkansas on Tuesday, the 13th day of December, 2016 at 6:00 p.m. at Benton City Hall, Benton, Arkansas for a Rezoning Petition for the following property located on Winchester Drive, Benton, Ar 72015 to wit:

A part of the E1/2 of the NE1/4 of Sec. 36, T-1-S, R-15-W, Benton, Saline County, Arkansas, more particularly described as follows:

Beginning at the NE Corner of the SE1/4 of the NE1/4 of said Sec. 36; thence S 03°19'17" W along the east line thereof, 255.00 ft.; thence S 74°05'32" W, 561.08 ft.; thence N 11°14'12" W, 349.94 ft.; thence N 80°05'26" E, 299.45 ft.; thence bearing N 71°36'39" E, along a curve to the left having a radius of 270.00 ft. and curve length of 79.92 ft. to a point on the North line of said SE1/4 of the NE1/4; thence S 87°22'53" E, along said North line thereof, 102.49 ft.; thence bearing N 54°32'32" E, along a curve to the left having a radius of 325.00 ft and curve distance of 18.15 ft.; thence N 43°42'39" E, 123.46 ft.; thence S 24°35'59" E, 117.22 ft. to the Point of Beginning. Containing 0.17 acres in the NE1/4 of the NE1/4 and 4.28 acres in the SE1/4 of the NE1/4 for an aggregate of 4.45 acres, more or less.

Said property is proposed to be rezoned from its current zoning as highway commercial to multi-family residential district RM-1.8

The petitioner is Rayco Rentals LLC, c/o Steven Gabbard, 3010 Coldwater Dr, Benton, Ar, 72019, 501-860-2150

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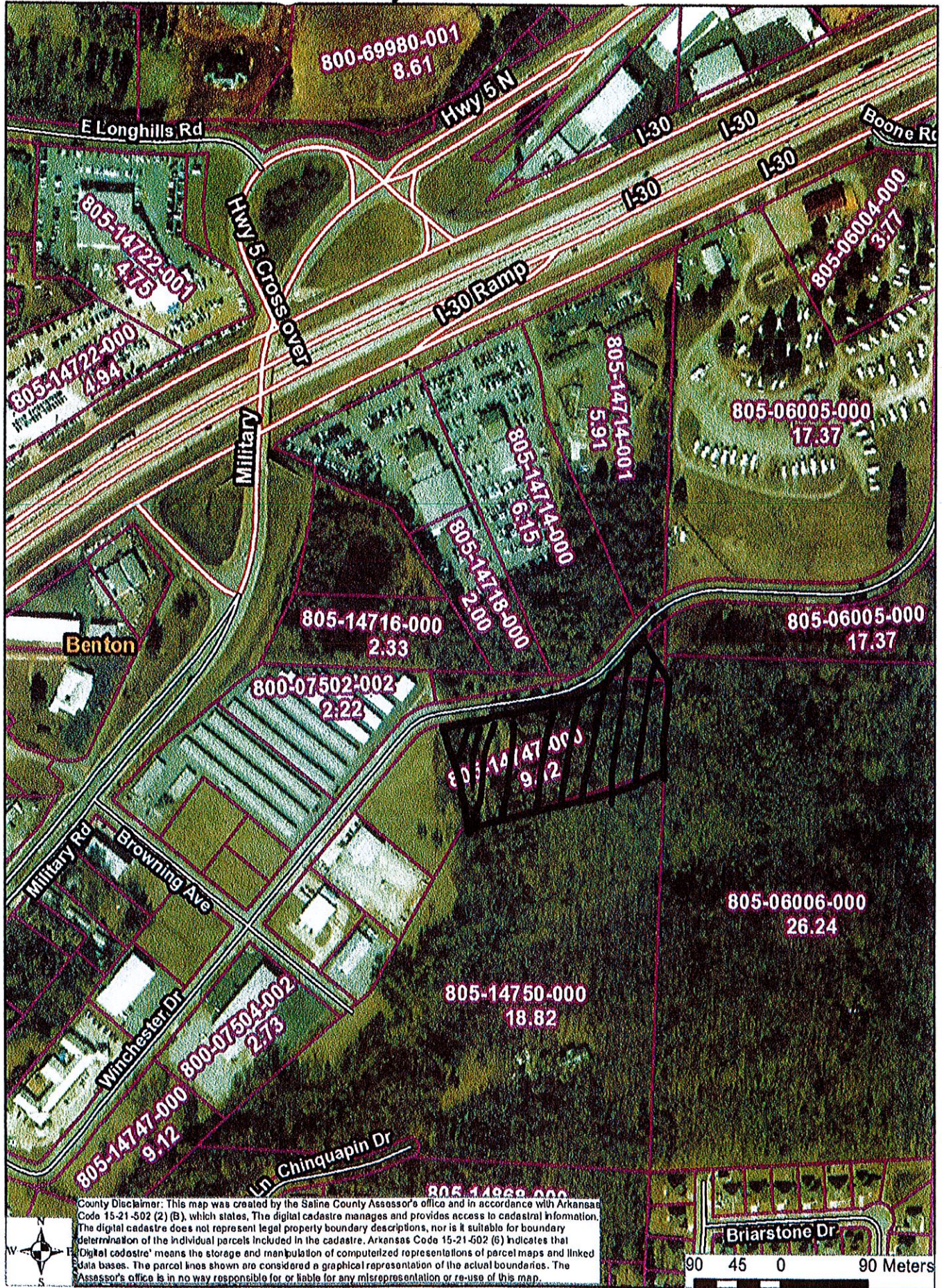
Beginning at the NE Corner of the SE1/4 of the NE1/4 of said Sec. 36; thence

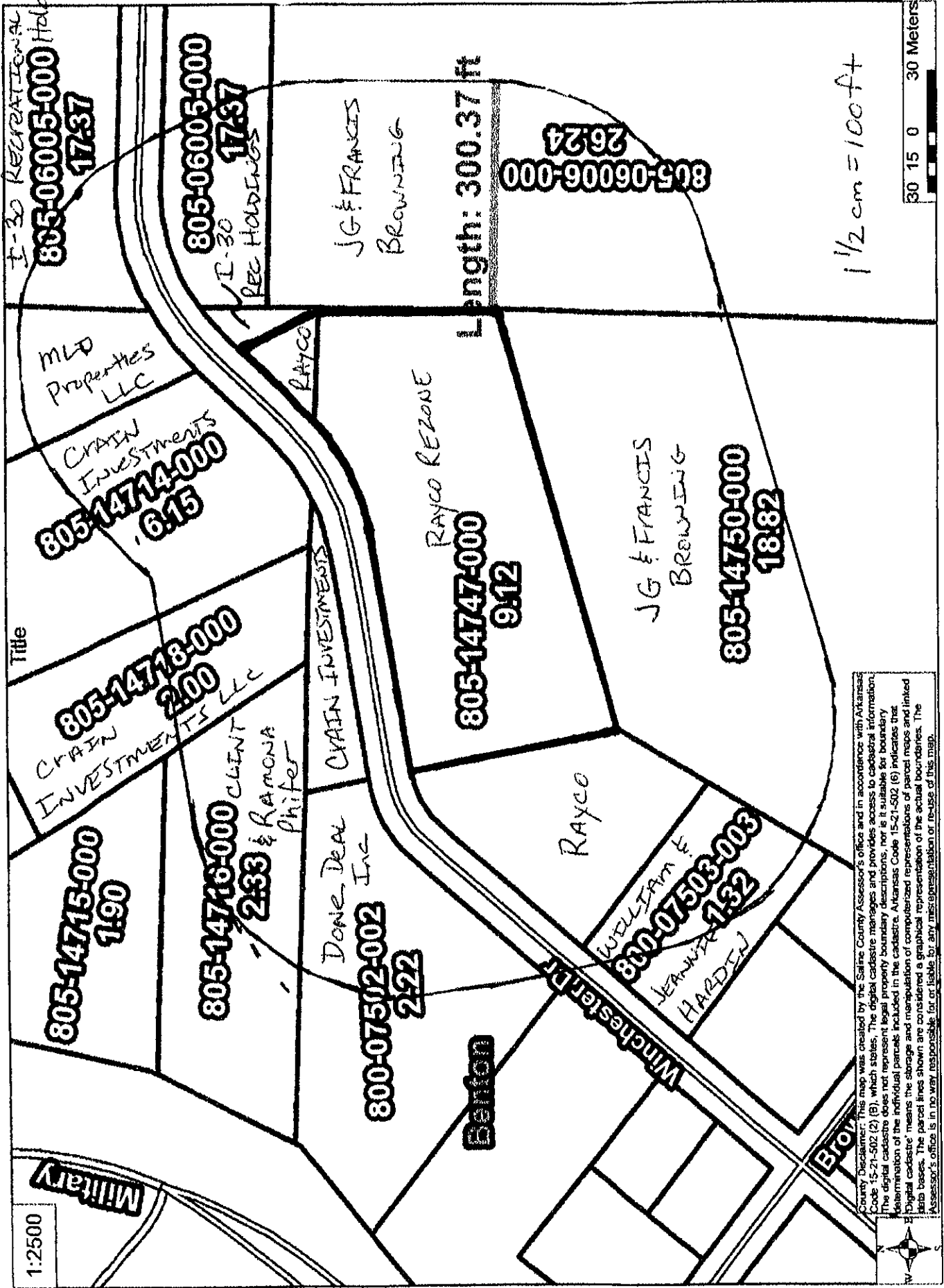
S 03°19'17" W along the east line thereof, 255.00 ft.; thence S 74°05'32" W, 561.08 ft.; thence N 11°14'12" W, 349.94 ft.; thence N 80°05'26" E, 299.45 ft.; thence bearing N 71°36'39" E, along a curve to the left having a radius of 270.00 ft. and curve length of 79.92 ft. to a point on the North line of said SE1/4 of the NE1/4; thence S 87°22'53" E, along said North line thereof, 102.49 ft.; thence bearing N 54°32'32" E, along a curve to the left having a radius of 325.00 ft and curve distance of 18.15 ft.; thence N 43°42'39" E, 123.46 ft.; thence S 24°35'59" E, 117.22 ft. to the Point of Beginning. Containing 0.17 acres in the NE1/4 of the NE1/4 and 4.28 acres in the SE1/4 of the NE1/4 for an aggregate of 4.45 acres, more or less.

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The petitioner is Rayco Rentals LLC, c/o Steven Gabbard, 3010 Coldwater Dr, Benton, Ar, 72019, 501-860-2150

Vicinity MAP





County Disclaimer: This map was created by the Saline County Assessor's office and in accordance with Arkansas Code 15-21-502 (2) (B), which states: "The digital cadastral map and provides access to cadastral information. The digital cadastral map does not represent legal property boundary descriptions, nor is it suitable for boundary determination of the individual parcels included in the cadastral map. Arkansas Code 15-21-502 (6) indicates that 'Digital cadastral' means the storage and manipulation of computerized representations of parcel maps and linked data bases. The parcel lines shown are considered a graphical representation of the actual boundaries. The Assessor's office is in no way responsible for any misrepresentation or misuse of this map."

Rayco Rentals LLC
3010 Coldwater Dr
Benton, Ar 72019

Nov 8, 2016

To whom it may concern:

The purpose of this letter is to notify you that our company will be requesting a rezone of property we own on Winchester Dr in Benton, AR. According to plat maps, property that you own is within 300 feet of the property we are requesting to be rezoned. We are requesting that our property be rezoned from Highway Commercial zoning to Multi Family Residential (RM-1.8). This would allow us to build multifamily investment property on our site.

The Benton Planning and Zoning Commission will hold a hearing at Benton City Hall, Benton, Arkansas on Tuesday, the 13th day of December, 2016 at 6:00 p.m. to hear this request.

If you have any questions please feel free to contact me on my cell phone at 501-860-2150 or by email at gabbardsteve@sbcglobal.net. I have attached a map showing the subject property and a Notice of Hearing as well.

Sincerely,

Steven Gabbard
Managing Member
Rayco Rentals LLC

PUBLIC NOTICE

Notice is hereby given that a hearing will be held by the Planning and Zoning Commission of the City of Benton, Arkansas on Tuesday, the 13th day of December, 2016 at 6:00 p.m. at Benton City Hall, Benton, Arkansas for a Rezoning Petition for the following property located on Winchester Drive, Benton, Ar 72015 to wit:

A part of the E1/2 of the NE1/4 of Sec. 36, T-1-S, R-15-W, Benton, Saline County, Arkansas, more particularly described as follows:

Beginning at the NE Corner of the SE1/4 of the NE1/4 of said Sec. 36; thence

S 03°19'17" W along the east line thereof, 255.00 ft.; thence S 74°05'32" W, 561.08 ft.; thence N 11°14'12" W, 349.94 ft.; thence N 80°05'26" E, 299.45 ft.; thence bearing N 71°36'39" E, along a curve to the left having a radius of 270.00 ft. and curve length of 79.92 ft. to a point on the North line of said SE1/4 of the NE1/4; thence S 87°22'53" E, along said North line thereof, 102.49 ft.; thence bearing N 54°32'32" E, along a curve to the left having a radius of 325.00 ft and curve distance of 18.15 ft.; thence N 43°42'39" E, 123.46 ft.; thence S 24°35'59" E, 117.22 ft. to the Point of Beginning. Containing 0.17 acres in the NE1/4 of the NE1/4 and 4.28 acres in the SE1/4 of the NE1/4 for an aggregate of 4.45 acres, more or less.

Said property is proposed to be rezoned from its current zoning as highway commercial to multi-family residential district RM-1.8

The petitioner is Rayco Rentals LLC, c/o Steven Gabbard, 3010 Coldwater Dr, Benton, Ar, 72019, 501-860-2150

Assessors PARCEL NUMBER	Ownership/Mailing Address	Legal Description	Location if different than mailing
805-14750-000 805-06006-000	BROWNING JOHN G & FRANCES L 2813 CHINQUAPIN Benton, Ar 72015	PT S/2 NE E OF HWY 345-416 FRL S/2 NW 345-416	
805-06005-000	I-30 RECREATIONAL HOLDINGS LLC 127 HWY 64 WEST BEEBE AR 72012	PT FRL N/2 NW 2013-105765	19711 ,19719,19723 &19725 I-30 SOUTH RV Park
805-14714-001	MILD PROPERTIES LLC 11350 MCCORMICK ROAD SUITE 503 HUNT VALLEY MD 21031	PT NENE 1998-24585	19701 I-30 SOUTH Retirement Home
800-07503-003	HARDEN WILLIAM M & JEANNIE A 6213 WESTMINSTER BENTON AR 72019	2009-4896	3409 WINCHESTER DR Mcdonald Fence
800-07502-002	DONE DEAL INC 521 PRESIDENT CLINTON AVENUE U LITTLE ROCK AR 72201	2004-9991	Browning Storage Winchester Dr
805-14716-000	PHIFER CLINTON ANTHONY & RAMONA KAY 1070 PARADISE LANE BENTON AR 72019	PT NENE 1999-57963	MILITARY RD
805-14714-000 805-14718-000	CRAIN INVESTMENTS LP 5980 WADLEY ROAD SHERWOOD AR 72120	PT NENE 2011-24242	Ford Dealership I-30 SOUTH
	PO BOX 6070 SHERWOOD AR 72124	PT NENE 2003-123686	19503 I-30 SOUTH

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Clinic & Ramona Phifer
170 Paradise Lane
Benton, AR 72019



Article Number

Transfer from service label

7015 0920 0002 1927 3741

Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Ramona Phifer

☐ A
☐ A

B. Received by (Printed Name)

Ramona Phifer

C. Date of

11/14/16

D. Is delivery address different from item 1? ☐ Y ☒ N

If YES, enter delivery address below:

3. Service Type

☐ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Y ☒ N

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

For delivery information, visit our website at www.usps.com®.

BENTON, AR 72019

Postage

\$3.79

Certified Fee

\$2.70

Return Receipt Fee (Endorsement Required)

\$0.00

Restricted Delivery Fee (Endorsement Required)

\$0.00

Total Postage & Fees

\$6.47

0315

09

Postmark

Here

11/09/2016

Sent To

Clinic & Ramona Phifer
170 Paradise Lane
Benton, AR 72019

PS Form 3800, July 2014

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Crain Investments LP
5980 Wadley Rd
Sherwood, AR 72120



Article Number

Transfer from service label

7015 0920 0002 1927 3734

Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Spore

☒ A
☐ A

B. Received by (Printed Name)

Spore

C. Date of

11/14/16

D. Is delivery address different from item 1? ☐ Y ☒ N

If YES, enter delivery address below:

3. Service Type

☐ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Y ☒ N

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

For delivery information, visit our website at www.usps.com®.

SHERWOOD, AR 72120

Postage

\$3.79

Certified Fee

\$2.70

Return Receipt Fee (Endorsement Required)

\$0.00

Restricted Delivery Fee (Endorsement Required)

\$0.00

Total Postage & Fees

\$6.47

0315

09

Postmark

Here

11/09/2016

Sent To

Crain Investments LP
5980 Wadley Rd
Sherwood, AR 72120

PS Form 3800, July 2014

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

30 Recreational Holdings
7 Hwy 64 West
Beebe, AR 72012



Article Number

Transfer from service label

7015 0920 0002 1927 3789

Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Rick Everett

☒ A
☐ A

B. Received by (Printed Name)

Rick Everett

C. Date of

11/10/16

D. Is delivery address different from item 1? ☐ Y ☒ N

If YES, enter delivery address below:

3. Service Type

☐ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Y ☒ N

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

For delivery information, visit our website at www.usps.com®.

BEEBE, AR 72012

Postage

\$3.79

Certified Fee

\$2.70

Return Receipt Fee (Endorsement Required)

\$0.00

Restricted Delivery Fee (Endorsement Required)

\$0.00

Total Postage & Fees

\$6.47

0315

09

Postmark

Here

11/09/2016

Sent To

30 Recreational Holdings
7 Hwy 64 West
Beebe, AR 72012

PS Form 3800, July 2014

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Crain Investments LP
PO Box 6070
Sherwood, AR 72124



Article (Trans) 7015 0920 0002 1927 3727

Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]*
X
B. Received by (Printed Name) *ROSS*
C. Date *NOV 14 2016*
D. Is delivery address different from Item 1? ☐ If YES, enter delivery address below: ☐

3. Service Type
☐ Certified Mail® ☐ Priority Mail Express®
☐ Registered ☐ Return Receipt for Mail
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐

**U.S. Postal Service
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com®.

NORTH LITTLE ROCK, AR 72124

Postage	\$3.30	0315 09
Certified Fee	\$2.70	
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$6.00	

Sent To Crain Investments LP

Street & Apt. No., or PO Box No. PO Box 6070
City, State, ZIP+4 Sherwood AR 72124

PS Form 3800, July 2014

See Reverse for Instructions

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

For delivery information, visit our website at www.usps.com®.

LITTLE ROCK, AR 72201

Postage	\$3.30	0315 09
Certified Fee	\$2.70	
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$6.00	

Sent To Done Deal Inc
Street & Apt. No., or PO Box No. 521 President Clinton Ave U
City, State, ZIP+4 Little Rock AR 72201

PS Form 3800, July 2014

See Reverse for Instructions

**U.S. Postal Service™
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For delivery information, visit our website at www.usps.com®.

HUNT VALLEY, MD 21031

Postage	\$3.30	0315 09
Certified Fee	\$2.70	
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$6.00	

Sent To MLD Properties LLC
Street & Apt. No., or PO Box No. 11360 McCormick Rd Suite 503
City, State, ZIP+4 Hunt Valley, Md 21031

PS Form 3800, July 2014

See Reverse for Instructions

Receipt of Public Notice

By signing below I confirm that a public notice was hand delivered to me for the Notice of Public Hearing scheduled for a proposed rezone of land on Winchester Dr, Benton, Arkansas which will be held at Benton City Hall, Benton, Ar on December 13, 2016 at 6 pm. A copy of the delivered public notice is attached.

Pete Hard

William & Jeannie HARDEN

6213 Westmeester, Benton

Parcel #800-07503-003

X Francis L. Browning

John & Francis Browning

2813 Chingunpin, Benton

Parcel #'s: 805-14750-000

805-06006-000

ORDINANCE NO. 4 OF 2017

AN ORDINANCE
ANNEXING CERTAIN TERRITORY INTO THE
CITY OF BENTON, ARKANSAS, SALINE COUNTY, ARKANSAS;
DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, RCK Development filed a Petition with County Court of Saline County, Arkansas, to annex certain contiguous property hereinafter described, to the City of Benton, Saline County, Arkansas, and

WHEREAS, on the 9th day of February, 2016, Jeff Arey, County Judge, determined that said Petition should be granted and that the property hereafter described should be released from Saline County and annexed to the City of Benton, Saline County, Arkansas; and

WHEREAS, more than thirty (30 days) has expired since entry of said order and the City of Benton desires to accept said property into the City,

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

SECTION 1: That the property hereinafter described be annexed and made part of the City of Benton, Saline County, Arkansas, and is to be included in Ward 5 and zoned R 1-7.5 One Family Residential District and is described as follows, to wit:

ALL THAT PART OF THE FRACTIONAL NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 19, TOWNSHIP 1 SOUTH, RANGE 14 WEST, AND PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 24, TOWNSHIP 1 SOUTH, RANGE 15 WEST, ALL IN SALINE COUNTY, ARKANSAS, MORE

PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NW 1/4 OF NW 1/4, SECTION 19, A FOUND 2" PIPE; THENCE S87°32'38"E 200.56 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87 DEG. 32 MIN. 38 SEC. EAST ALONG THE SOUTH LINE OF HURRICANE LAKE ESTATES WESTSHORE ADDITION, PHASE 2 AND THE SOUTH LINE OF LOTS 25, 26 AND 27 OF HURRICANE LAKE ESTATES WESTSHORE ADDITION, PHASE 1 FOR A DISTANCE OF 895.51 FEET TO THE WEST LINE OF HURRICANE LAKE ESTATES WESTSHORE ADDITION, PHASE 1; THENCE BEARING SOUTH 02 DEG. 36 MIN. 21 SEC. WEST ALONG THE WEST LINE OF HURRICANE LAKE ESTATES WESTSHORE ADDITION, PHASE 1 FOR A DISTANCE OF 659.28 FEET; THENCE S87°59'36"E A DISTANCE OF 494.38 FEET TO THE WEST LINE OF HURRICANE LAKE ESTATES WESTSHORE ADDITION, PHASE 1; THENCE S02°33'39"W ALONG THE WEST LINE OF HURRICANE LAKE ESTATES WESTSHORE ADDITION, PHASE 1 A DISTANCE OF 656.12 FEET TO A CONCRETE MONUMENT; THENCE ALONG THE NORTH LINE OF SHADY GROVE SUBDIVISION THE FOLLOWING CALLS: N89°08'53"W A DISTANCE OF 126.51 FEET; THENCE N88°18'21"W A DISTANCE OF 294.39 FEET; THENCE N88°16'59"W A DISTANCE OF 74.94 FEET; THENCE N88°21'14"W A DISTANCE OF 202.19 FEET; THENCE N88°14'47"W A DISTANCE OF 119.80 FEET TO THE NORTHWEST CORNER OF SHADY GROVE SUBDIVISION; THENCE N88°18'51"W A DISTANCE OF 298.91 FEET; THENCE N01°41'09"E A DISTANCE OF 210.02 FEET; THENCE N88°25'57"W 109.95 THENCE N00°46'45"E A DISTANCE OF 315.73 FEET; THENCE N81°25'48"W A DISTANCE OF 86.02 FEET; THENCE N81°24'36"W A DISTANCE OF 295.95 FEET TO THE FUTURE EAST RIGHT OF WAY OF SALEM ROAD; THENCE ALONG SAID FUTURE EAST RIGHT OF WAY OF SALEM ROAD N13°51'41"W A DISTANCE OF 196.08 FEET; THENCE N27°07'35"W A DISTANCE OF 133.96 FEET; THENCE N36°40'53"W A DISTANCE OF 22.99 FEET; THENCE LEAVING SAID FUTURE EAST RIGHT OF WAY OF

SALEM ROAD N63°14'04"E A DISTANCE OF 31.31 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 235.00 A DELTA ANGLE OF 23°11'36", AND CHORD BEARING OF N74°49'52"E A DISTANCE OF 94.48 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 A DELTA ANGLE OF 15°28'44" AND WHOSE CHORD BEARING OF N78°41'18"E A DISTANCE OF 40.40 FEET; THENCE BEARING N14°00'00"W A DISTANCE OF 185.17 FEET; THENCE BEARING N53°00'00"E A DISTANCE OF 330.28 FEET TO THE POINT OF BEGINNING. CONTAINING 36.21 ACRES OR 1,577,185 SQ. FT MORE OR LESS. THIS LEGAL DESCRIPTION WAS PROVIDED BY GRANTOR.

SECTION 2: It is hereby found and determined that an immediate passage of this Ordinance is necessary for residential development, which will benefit the growth of the city and local economy; THEREFORE, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2016.

Mayor

Attest: _____
City Clerk

DESIGNATED FOR PUBLICATION

HOPE
CONSULTING
ENGINEERS - SURVEYORS

Friday January 7, 2016

Quinn Rambo
114 S. East Street
Benton, AR 72015

RE: Westlake Village Annexation

Dear Quinn,

Hope Consulting will be working as the agent for Ron Hill and RCK Development for the approval of the annexation of Westlake Village into the City of Benton.

Please feel free to contact me with any questions or concerns or if I can be of any further assistance.

Sincerely,



Jonathan Hope



Ron Hill
RCK Development

117 SOUTH MARKET ST. BENTON, ARKANSAS 72015
501-315-2626
WWW.HOPECONSULTING.COM

IN THE COUNTY COURT OF SALINE COUNTY, ARKANSAS

CASE NO. CC 2016-1

FILED
SALINE COUNTY
CLERK & COUNTY CLERK
2016 FEB -9 AM 11:31

IN THE MATTER OF ANNEXATION OF CERTAIN
TERRITORY CONTIGUOUS TO THE CITY OF BENTON, ARKANSAS

BY A.A.

DECREE OF ANNEXATION

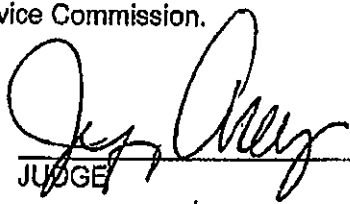
Comes for hearing the Petition of RCK Development, LLC, who is the one hundred percent (100%) property owner of portions of Township 1 South, Range 14 West, asking that the following territory be annexed to the City of Benton, Saline County, Arkansas, to-wit:

LEGAL DESCRIPTION, SEE ATTACHED EXHIBIT "A"

The area to be annexed is to include all adjacent and abutting public streets and rights of way. After hearing the evidence, the Court finds:

1. That said petition was filed not more than thirty (30) days prior to this date;
2. That the boundaries of said territory have been accurately described within the petition;
3. That said land is adjacent and contiguous to the City of Benton, Saline County, Arkansas and provides for contiguity of access;
4. That said petition contained all required verifications and is complete and accurate;
5. That no enclaves will be created by the annexation;
6. That said petition contains a schedule of services;
7. That said petition should be granted and the territory as above described should be annexed to the City of Benton, Saline County, Arkansas, and become a part of said City.

THEREFORE the Court hereby ORDERS, JUDGES, and DECREES that the lands described above are hereby annexed to and made a party of the City of Benton, Arkansas. The Court hereby orders that the original papers in this cause be delivered to the Clerk of Saline County, Arkansas, and the Clerk, after properly recording and filing the original papers, prepare transcripts of same; that one of the certified transcripts be delivered to the City of Benton, Arkansas, one copy to Arkansas Secretary of State and one copy to the Director of the Tax Division of the Arkansas Public Service Commission.



JUDGE
2/09/2016

Date

EXHIBIT A

LEGAL DESCRIPTION: ALL THAT PART OF THE FRACTIONAL NORTHWEST QUARTER OF NORTHWEST QUARTER, AND PART OF THE NORTHEAST QUARTER OF NORTHWEST QUARTER, SECTION 19, TOWNSHIP 1 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE FRACTIONAL NORTHWEST QUARTER OF NORTHWEST QUARTER AND RUN THENCE EAST ALONG THE NORTH LINE THEREOF FOR 745.3 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF NORTHWEST QUARTER; THENCE EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF NORTHWEST QUARTER 487.3 FEET TO A POINT THAT IS NORTH 89 DEG. WEST 832.7 FEET FROM THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF NORTHWEST QUARTER; THENCE SOUTH 01 DEG. WEST 660 FEET; THENCE 89 DEG. EAST 495 FEET; THENCE SOUTH 1 DEG. WEST 446 FEET; THENCE WEST 1494.3 FEET; THENCE NORTH 105 FEET; THENCE WEST 187 FEET TO A POINT THAT IS 2280.12 FEET SOUTH OF THE POINT OF BEGINNING; RUN THENCE NORTH 2280.12 FEET TO THE POINT OF BEGINNING.

ALSO

THAT PART OF THE NORTHEAST QUARTER OF NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 15 WEST, DESCRIBED AS FOLLOWS: ALL THAT PART OF SAID FORTY LYING IN THE NORTHEAST CORNER OF SAME AND BEING NORTH AND EAST OF THE SALEM-MT. CARMEL ROAD, AS NOW LOCATED, IN ALL CONTAINING 36.84 ACRES.

LESS AND EXCEPT

PROPERTY DESCRIPTION: (AS SURVEYED)

PART OF THE NORTHEAST QUARTER OF NORTHEAST QUARTER (NE/4 NE/4) SECTION 24 T-1-S R-15-W AND PART OF THE NORTHWEST QUARTER OF NORTHWEST QUARTER (NW/4 NW/4) SECTION 19 T-1-S R-14-W ALL IN SALINE COUNTY, ARKANSAS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NE/4 NE/4; THENCE ALONG THE EAST LINE OF SAID NE/4 NE/4 N02°41'31"E 401.51 FT TO THE POINT OF BEGINNING; N88°21'57"W 14.52 FT TO A POINT ON THE EAST LINE OF SALEM ROAD; THENCE ALONG SAID EAST LINE OF SALEM ROAD THE FOLLOWING CALLS: THENCE N00°42'29"W 56.84 FT; THENCE N01°53'27"W 132.84 FT; THENCE N06°16'30"W 70.68 FT; THENCE LEAVING SAID EAST LINE OF SALEM ROAD S81°22'14"E 399.23 FT; THENCE S01°06'40"W 315.62 FT; THENCE N88°25'19"W 182.76 FT; THENCE N00°56'43"W 105.12 FT; THENCE N88°21'57"W 176.92 FT TO THE POINT OF BEGINNING ENCLOSING 2.50 ACRES.

EXHIBIT A
(Continued)

PART OF THE FRACTIONAL NORTHWEST QUARTER, SECTION 19, TOWNSHIP 1 SOUTH, RANGE 14 WEST, ALL IN SALINE COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NW 1/4 OF NW 1/4, SECTION 19, A FOUND 2" PIPE; THENCE BEARING SOUTH 87 DEG. 32 MIN. 22 SEC. EAST ALONG THE SOUTH LINE OF HURRICANE LAKE ESTATES WESTSHORE ADDITION, PHASE 2 AND THE SOUTH LINE OF LOTS 25, 26 AND 27 OF HURRICANE LAKE ESTATES WESTSHORE ADDITION, PHASE 1 FOR A DISTANCE OF 1096.06 FEET TO THE WEST LINE OF HURRICANE LAKE ESTATES WESTSHORE ADDITION, PHASE 1; THENCE BEARING SOUTH 02 DEG. 36 MIN. 21 SEC. WEST ALONG THE WEST LINE OF HURRICANE LAKE ESTATES WESTSHORE ADDITION, PHASE 1 FOR A DISTANCE OF 659.28 FEET TO THE SOUTHWEST CORNER OF LOT 31 R OF HURRICANE LAKE ESTATES WESTSHORE ADDITION, PHASE 1; THENCE BEARING SOUTH 87 DEG. 59 MIN. 22 SEC. EAST ALONG THE SOUTH LINE OF HURRICANE LAKE ESTATES WESTSHORE ADDITION, PHASE 1 A DISTANCE OF 494.20 FEET TO THE SOUTHEAST CORNER OF LOT 33 OF HURRICANE LAKE ESTATES WESTSHORE ADDITION, PHASE 1, THENCE LEAVING SAID SOUTH LINE BEARING SOUTH 2 DEG. 32 MIN. 42 SEC. WEST ALONG THE WEST LINE OF SAID WESTSHORE ADDITION A DISTANCE OF 445.70 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID WEST LINE SOUTH 2 DEG. 32 MIN. 42 SEC. WEST 210.38 FEET TO A CONCRETE MONUMENT, THENCE LEAVING SAID WEST LINE OF WESTSHORE ADDITION PHASE 1, NORTH 89 DEG. 08 MIN. 53 SEC. WEST 126.51 FEET, THENCE NORTH 88 DEG. 18 MIN. 20 SEC. WEST 294.39 FEET, NORTH 88 DEG. 20 MIN. 05 SEC. WEST 277.13 FEET, NORTH 88 DEG. 14 MIN. 47 SEC. WEST 119.80 FEET, NORTH 88 DEG. 18 MIN. 51 SEC. WEST 300.86 FEET, NORTH 01 DEG. 41 MIN. 09 SEC. EAST 210.00 FEET TO THE SOUTH LINE OF LAND OWNED BY RCK DEVELOPMENT, LLC, THENCE ALONG SAID SOUTH LINE OF LAND OWNED BY RCK DEVELOPMENT, LLC SOUTH 88 DEG. 25 MIN. 19 SEC. EAST 1121.84 FEET TO THE POINT OF BEGINNING CONTAINING 236,371 SQUARE FEET OR 5.4 ACRES

BOB RAMSEY

FILED
SALINE COUNTY
CLERK & COUNTY CLERK

Saline County Assessor

2016 FEB -8 PM 4:11

BY A.A.

February 8, 2016

Re: In The Matter Of Annexation Of Certain Territory
Contiguous To The City Of Benton, Arkansas
Saline County Court Case No. 2016-1

Judge Arey,

In accordance with Arkansas Code Annotated §14-40-609 (Act 991 of 2015), I have:

- A) Verified the identity of the Petitioner in the above referenced matter;
- B) Verified that there are no property owners included in the petition that do not wish to have their property annexed;
- C) Verified that the property is contiguous with the City of Benton; and
- D) Verified that no enclaves will be created if the petition is accepted by the City of Benton.

If you have any questions please do not hesitate to give me a call.

Sincerely,
Bob Ramsey



Doug Curtis
Saline County Clerk

FILED
SALINE COUNTY

2016 FEB -9 AM 8:42

BY A. A.

February 8, 2016

Re: In The Matter Of Annexation Of Certain Territory
Contiguous To The City Of Benton, Arkansas
Saline County Court Case No. 2016-1

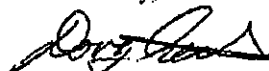
Judge Arey,

In accordance with Arkansas Code Annotated §14-40-609 (Act 991 of 2015), I have:

- A) Verified the identity of the Petitioner in the above referenced matter;
- B) Verified that there are no property owners included in the petition that do not wish to have their property annexed;
- C) Verified that the property is contiguous with the City of Benton; and
- D) Verified that no enclaves will be created if the petition is accepted by the City of Benton.

If you have any questions please do not hesitate to give me a call.

Sincerely,



Doug Curtis
Saline County Clerk

ALL THAT PART OF THE FRACTIONAL NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 19, TOWNSHIP 1 SOUTH, RANGE 14 WEST, AND PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 24, TOWNSHIP 1 SOUTH, RANGE 15 WEST, ALL IN SALINE COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NW 1/4 OF NW 1/4, SECTION 19, A FOUND 2" PIPE; THENCE S87°32'38"E 200.56 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87 DEG. 32 MIN. 38 SEC. EAST ALONG THE SOUTH LINE OF HURRICANE LAKE ESTATES WESTSHORE ADDITION, PHASE 2 AND THE SOUTH LINE OF LOTS 25, 26 AND 27 OF HURRICANE LAKE ESTATES WESTSHORE ADDITION, PHASE 1 FOR A DISTANCE OF 895.51 FEET TO THE WEST LINE OF HURRICANE LAKE ESTATES WESTSHORE ADDITION, PHASE 1; THENCE BEARING SOUTH 02 DEG. 36 MIN. 21 SEC. WEST ALONG THE WEST LINE OF HURRICANE LAKE ESTATES WESTSHORE ADDITION, PHASE 1 FOR A DISTANCE OF 659.28 FEET; THENCE S87°59'36"E A DISTANCE OF 494.38 FEET TO THE WEST LINE OF HURRICANE LAKE ESTATES WESTSHORE ADDITION, PHASE 1; THENCE S02°33'39"W ALONG THE WEST LINE OF HURRICANE LAKE ESTATES WESTSHORE ADDITION, PHASE 1 A DISTANCE OF 656.12 FEET TO A CONCRETE MONUMENT; THENCE ALONG THE NORTH LINE OF SHADY GROVE SUBDIVISION THE FOLLOWING CALLS: N89°08'53"W A DISTANCE OF 126.51 FEET; THENCE N88°18'21"W A DISTANCE OF 294.39 FEET; THENCE N88°16'59"W A DISTANCE OF 74.94 FEET; THENCE N88°21'14"W A DISTANCE OF 202.19 FEET; THENCE N88°14'47"W A DISTANCE OF 119.80 FEET TO THE NORTHWEST CORNER OF SHADY GROVE SUBDIVISION; THENCE N88°18'51"W A DISTANCE OF 298.91 FEET; THENCE N01°41'09"E A DISTANCE OF 210.02 FEET; THENCE N88°25'57"W 109.95 THENCE N00°46'45"E A DISTANCE OF 315.73 FEET; THENCE N81°25'48"W A DISTANCE OF 86.02 FEET; THENCE N81°24'36"W A DISTANCE OF 295.95 FEET TO THE FUTURE EAST RIGHT OF WAY OF SALEM ROAD; THENCE ALONG SAID FUTURE EAST RIGHT OF WAY OF SALEM ROAD N13°51'41"W A DISTANCE OF 196.08 FEET; THENCE N27°07'35"W A DISTANCE OF 133.96 FEET; THENCE N36°40'53"W A DISTANCE OF 22.99 FEET; THENCE LEAVING SAID FUTURE EAST RIGHT OF WAY OF SALEM ROAD N63°14'04"E A DISTANCE OF 31.31 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 235.00 A DELTA ANGLE OF 23°11'36", AND CHORD BEARING OF N74°49'52"E A DISTANCE OF 94.48 FEET;

THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 A DELTA ANGLE OF $15^{\circ}28'44''$ AND WHOSE CHORD BEARING OF $N78^{\circ}41'18''E$ A DISTANCE OF 40.40 FEET; THENCE BEARING $N14^{\circ}00'00''W$ A DISTANCE OF 185.17 FEET; THENCE BEARING $N53^{\circ}00'00''E$ A DISTANCE OF 330.28 FEET TO THE POINT OF BEGINNING. CONTAINING 36.21 ACRES OR 1,577,185 SQ. FT MORE OR LESS.



ORDINANCE NO. 10 OF 2016

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A PRE-ANNEXATION AGREEMENT WITH RCK DEVELOPMENT, LLC FOR THE WEST LAKE VILLAGE SUBDIVISION; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, RCK Development, LLC owns certain real property known as the West Lake Village subdivision in Saline County, which they desire to annex into the city of Benton; and

WHEREAS, the City Council of the City of Benton desires to enter into a pre-annexation agreement with RCK Development, LLC for the purpose of establishing the terms and conditions for such an annexation to occur.

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

SECTION 1: The City Council does hereby approve, ratify and confirm the agreement with RCK Development, LLC for annexing property into the corporate limits of the City of Benton. A copy of this agreement is attached hereto, marked as Exhibit "A" and is incorporated now by reference as if stated word for word.


SECTION 2: Any ordinance in conflict with this Ordinance and with the agreement approved herein is repealed to the extent of such a conflict but not otherwise. In addition thereto, the Public Utility Commission is hereby authorized to extend utility service to the property under the terms and conditions set forth in the agreement.

SECTION 3: It is necessary for the health, safety, and welfare for the citizens of Benton to establish the terms upon which certain land may be annexed into the City of Benton. Therefore, an emergency exists, and this ordinance is necessary for the preservation of the public peace, health and safety. It shall be in full force and effect immediately from and after its passage and approval.

PASSED and APPROVED this the 14 day of March, 2016.


David J. Mattingly
Mayor

Attest:


Cindy Stracener
City Clerk

2016-005362

I certify this instrument
was filed on:
03/21/2016 10:39:59 AM
Myka Bono Sample
Saline County Circuit Clerk



Exhibit “A”

Agreement for Pre-Annexation

THIS AGREEMENT is made and entered into this 14 day of March, 2016 by and among the City of Benton, Arkansas, herein after referred to as "City" and BCK Development LLC hereinafter referred to as "Annexing Party."

WHEREAS, the City desires to expand its boundaries to properties owned by the Annexing Party; and

WHEREAS, the Annexing Party desires to enter into this agreement to allow the City through the Benton Public Utilities Commission, to extend Benton utilities to the Annexing Party's property; and

WHEREAS, the City and the Annexing Party desire to work together to promote orderly and progressive growth and development; and

WHEREAS, to accomplish the desired result, the City and Annexing Party agree to a future annexation of the property hereinafter described; and

WHEREAS, the City and the Annexing Party desire to define the terms and conditions on which the proposed annexation will occur,

NOW THEREFORE, the City and the Annexing Party, in consideration of the mutual promises hereinafter made and to be kept and the mutual benefits to be derived, agree as follows:

1. The properties to be annexed (the "Property") are described as follows, to-wit:

Legal Description as shown on Exhibit "A" attached hereto and incorporated by reference.

2. The City represents and agrees as follows:

- a. The City hereby authorizes the Benton Public Utilities Commission to allow an extension of city sewer and water services to the "Property" at the Annexing Parties' cost.
- b. The City will allow and assist the Annexing Party up execution of this Agreement to immediately commence construction of improvements to and upon the property in accordance with the terms of this agreement.

- c. The City, as and when the "Property" becomes contiguous to the then existing city limits, will propose annexation of the "Property" to the City.
 - d. The parties agree that the Benton Planning and Zoning Commission shall have the authority to give preliminary and final plat approval for the "Property" consistent with the city ordinances and regulations governing same.
 - e. The City agrees that as and when the "Property" is annexed into the City, the City will provide the same level of Municipal services to the "Property" and to the residents and businesses located thereon as it would to the other areas of the City.
3. The Annexing Party represents and agrees as follows:
- a. All installation of and use of Benton Public Utilities Commission utility services pursuant to this Agreement will be in conformity with Benton Public Utilities Commission rules, regulations, as well as rates. Likewise, the installation of the sewer and water utilities to and on the "Property" will be subject to Benton Public Utilities Commission inspection and verification.
 - b. That the Annexing Party will file the required petition for annexation with the Saline County Court and make every reasonable effort to have the annexation approved as soon as is reasonable. The parties recognize that the lands described herein are not now contiguous to the city limits of Benton, and that annexation will not be practicable until such time as the subject property is in fact contiguous to the city limits. Once that occurs, the Annexing Party will within reasonable time file the annexation petition described herein.
 - c. This document shall be filed of record in the land records of Saline County, Arkansas, and the undertakings of the Annexing Party stated herein shall be covenants running with the land, and shall be binding upon the subject property and upon Annexing Party, its successors and assigns.
4. The City further represents that all required action has been taken by it for the purpose of entering into this agreement and that the Mayor and City Clerk are authorized to execute this agreement.
5. The Annexing Party represents that it has taken all required action for the purpose of entering into this agreement and is authorized to do so.

6. City and Annexing Party agree that time is of the essence of this agreement and the timely compliance with its terms is essential to the purposes contemplated hereby.
7. City and Annexing Party agree that this agreement may only be amended or altered in writing by both parties hereto.
8. Should any term of this Agreement be determined to be invalid, illegal or in any way unenforceable, that illegal, invalid or unenforceable term shall be severable from the other valid and otherwise enforceable terms of this Agreement, which shall continue to be enforced by the parties.
9. The City and the Annexing Party agree that the terms, conditions and obligations of this Agreement shall expire once the "Property" is annexed into the City.

ENTERED INTO AND AGREED as of the date hereinabove set forth.

Annexing Party

By: _____

Owner

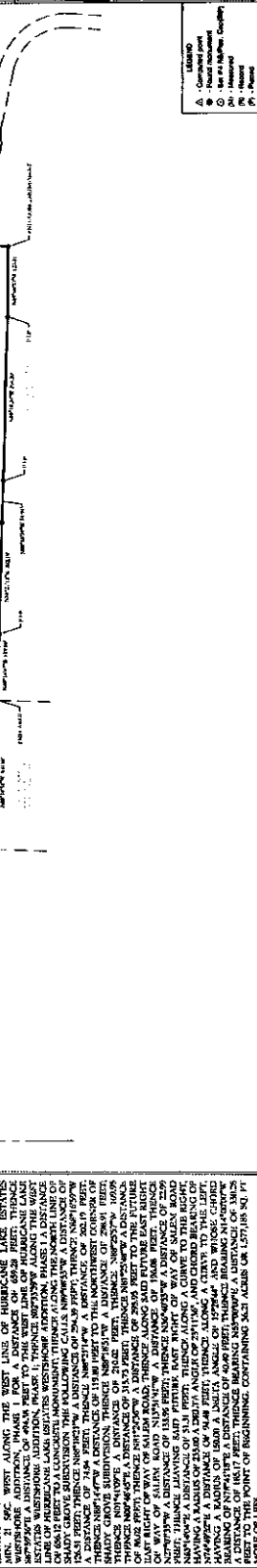
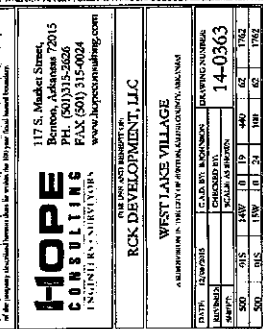
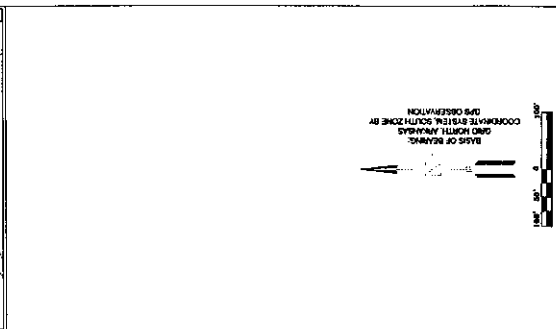
City of Benton

By: _____

Mayor

By: _____

City Clerk

[illegible]

RESOLUTION NO. 15 OF 2017

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH THE CENTRAL ARKANSAS DEVELOPMENT COUNCIL FOR PROVIDING CERTAIN SERVICES TO THE SENIOR ADULTS OF BENTON; AND FOR OTHER PURPOSES

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

WHEREAS, the Central Arkansas Development Council is a private non-profit community action agency which has provided services in the Benton community since 1964 and which includes the Senior Adult Center; and

WHEREAS, the City of Benton desires to enter into a program agreement with the Central Arkansas Development Council for providing services to the senior adults in Benton for the years 2017 through 2019.

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

SECTION 1: The Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Benton, the Program Agreement with the Central Arkansas Development Council. The contract is attached hereto as Exhibit "1" and is incorporated now by reference as if stated word for word.

PASSED AND APPROVED this the _____ day of January, 2017.

David J. Mattingly, Mayor

Cindy Stracener, City Clerk

**Benton Parks Department
2017 Program Agreement**

THIS AGREEMENT made and entered into on _____ day of _____, 2017 by and between the CITY OF BENTON, doing business at 114 South East Street, Benton, AR 72015 (hereinafter called "THE CITY"), and CENTRAL ARKANSAS DEVELOPMENT COUNCIL DOING BUSINESS AS Benton Senior Adult Center, 321 Edison, Benton, Arkansas (hereinafter called "BSAC").

WITNESSETH

WHEREAS, THE CITY owns property at Riverside Park in Benton, Arkansas (Riverside) as well as at 210 Jefferson Street, Benton, Arkansas (Jefferson Street);

WHEREAS, the use of a portion of said Riverside property for the purpose of senior adult activity programs and services has been considered the best use of this portion of said property to better serve the citizens of Benton, Arkansas which portion of said property includes particularly, without limitation, approximately 17,000 square feet more or less, on the First Floor of the River Center (hereinafter "BSAC Space") a depiction of which is attached hereto as Exhibit "1" to this Agreement;

WHEREAS, the use of a portion of said Jefferson Street property for the purpose of storing and distributing commodities to the public has been considered the best use of this portion of said property to better serve the citizens of Benton, Arkansas which portion of said property includes particularly, without limitation, approximately 1,200 square feet more or less located within the structure at the Jefferson Street property (hereinafter "BSAC Commodity Space");

WHEREAS, THE CITY provides recreational facilities and programs in Benton;

WHEREAS, BSAC provides program administration and operation of a senior adult activity programs and services as well as programs for the needy (hereinafter "SERVICES") in Benton;

WHEREAS, providing SERVICES for the senior adults and the needy of THE CITY is an appropriate governmental function;

WHEREAS, the BSAC access to the BSAC Space and the BSAC Commodity Space to provide SERVICES on behalf of the City of Benton is an appropriate and beneficial use of the space and facilities to further the City's senior adult programs and activities;

WHEREAS, the BSAC Space and the BSAC Commodity Space provided for under this Program Agreement will be for a period of three years, covering fiscal 2017, 2018 and 2019;

WHEREAS, it is anticipated that senior adult services and commodity services will be needed within the City of Benton beyond these fiscal years, and assuming that THE CITY has a need to provide senior adult services and commodity services assuming that the use of the BSAC Space and the BSAC Commodity Space by the BSAC is in the best interest of THE CITY at the end of the term, it is anticipated that this Program Agreement be renewed by Resolution duly passed by the City Council for subsequent three year renewals of these services so long as the services are

needed and being met by the BSAC;

WHEREAS, Benton City Council anticipates needing senior adult services and commodity services within the City of Benton and anticipates reviewing the provision of those services by the BSAC every three years; and

WHEREAS, the BSAC and the City's utilization and maximization of the BSAC Space and BSAC Commodity Space benefits the City by maximizing senior adult services and programs with the least economic costs to THE CITY.

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, the parties agree as follows:

THE CITY agrees to grant use of the BSAC Space and BSAC Commodity Space as outlined herein to the BSAC for the providing of SERVICES. The BSAC Space will be used by the BSAC for programs and services provided for the senior adults of THE CITY and the BSAC Commodity Space will be used to store and distribute commodities to the public.

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

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

2. This Agreement shall supersede and repeal all prior agreements between THE CITY and BSAC.

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

4. It is agreed that THE CITY has no financial interest in the business of BSAC and shall not be liable for any debts or obligations incurred by BSAC, nor shall THE CITY be

deemed or construed to be a partner, joint venture or otherwise interested in the assets of the BSAC, or profits earned or derived by the BSAC, nor shall BSAC at any time or times use the name or credit of THE CITY in purchasing or attempting to purchase any equipment, supplies, or other thing or things whatsoever.

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

6. THE CITY shall have the right to use the BSAC Space at its discretion upon ninety (90) days notification to BSAC. This may include the use of the conference rooms and/or the dining areas which are adjacent to the River Center, but does not include the BSAC administrative space. Any request of THE CITY to use the BSAC Space with less than a ninety (90) day notice shall be at the discretion of BSAC to grant.

7. Subject to the Older Americans Act, the BSAC Space shall be open to the public and access to the recreational services provided herein shall be restricted only in ways THE CITY might if it were providing the services itself. The BSAC shall abide by the rules of regulations of the Benton Parks Department in as much as the BSAC Space is located within THE CITY'S parks system.

8. BSAC will operate programs in accordance to nondiscrimination and requirements of Title VI of the 1964 Civil Rights Act. BSAC will comply with all federal, state and local laws, including but not limited to the Arkansas Nonprofit Act of 1993. The parties recognize that BSAC has certain limitations on the services they provide pursuant to the Older Americans Act. This agreement does not require them to violate the terms and conditions of this act.

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

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

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

12. Without prior approval by THE CITY, it is agreed that the BSAC Space may not be assigned, sub-leased, rented, reserved or loaned to any other group, business, individual, or entity by BSAC:

- a. for any period longer than ten (10) hours or
- b. for no less than the rate charged by the Benton Parks Department for comparable space within the River Center.
- c. Any payments pursuant to (b) above shall be made payable to the BSAC.

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

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

15. BSAC will control all litter by picking up litter their program creates. The litter must be placed in the proper receptacle by BSAC and then be removed on a regular basis by a contracted trash service. If excessive litter must be picked up after 24 hours of the program by THE CITY, BSAC will be charged \$10 for each individual man hour worked. If excessive litter is present, THE CITY will notify BSAC of the issue and allow them a reasonable time to take corrective action before THE CITY undertakes to remove the litter.

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

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

18. Two keys will be given to the Director of the BSAC. Duplicate keys shall only be given to employees.

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

20. Non-permanent improvements purchased by BSAC will be retained by BSAC and may include, but are not limited to: appliances, equipment, electronic devices, trade fixtures, and other removable items.

21. BSAC will have the right to exclusive use of the aquatic center located within the River Center one (1) hour per day on Monday through Friday of each week for BSAC swimming programs. The hour must be scheduled between the time the aquatic center opens and 10:00 am. BSAC may schedule additional times for using the aquatic center, but those times may not be for

exclusive use of the facility.

22. The parties agree that BSAC Space will not be used to store and distribute commodities to the public. The BSAC Commodity Space will be used exclusively for this purpose.

II. Areas allowed for BSAC Commodity Space use, Terms affecting such use and Relationship of the Parties:

1. The same terms governing use of the BSAC Space in Section I shall apply to the BSAC Commodity Space.

III. Reporting and Correspondence Requirements:

1. BSAC agrees to furnish THE CITY with a description of its programs upon request.

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

- i. Mayor, City of Benton, 114 South East Street, Benton, AR 72015
- ii. Executive Director, Central Arkansas Development Council, 321 Edison, Benton, Arkansas, 72018.

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

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

IV. Insurance and Liability Requirements:

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

2. BSAC assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BSAC. If the repair is neglected for a

long period of time THE CITY will make the necessary repairs and bill BSAC.

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

V. Severability, Authorization, and Enforceability:

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

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

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

4. This Program Agreement will be in effect from its date of execution and is effective for THE CITY's fiscal 2017 once an occupancy permit has been issued for the structure housing the BSAC Space, and terminating on December 31, 2019. Assuming that THE CITY has a need to provide senior adults services and assuming that the use of the BSAC Space and the BSAC Commodity Space by the BSAC is in the best interest of THE CITY at the end of the term, it is anticipated that the Program Agreement will be renewed for an additional three year term by Resolution of the City Council to continue allowing the BSAC to provide senior adults services and commodity services in THE CITY through utilization of the BSAC Space and the BSAC Commodity space as defined herein. Nothing herein shall be construed as legally obligating THE CITY to renew the Program Agreement for an additional term.

5. A program agreement must be signed with each renewal in order to guarantee use of a facility or area. The signing of such agreement in no way binds THE CITY to notify BSAC

of the need for a program agreement in the future. The responsibility to obtain an agreement to secure use of BSAC Space and BSAC Commodity Space remains with BSAC.

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

7. THE CITY reserves the right to amend this agreement when it deems it necessary. BSAC may amend this agreement by the mutual assent of both parties. If this agreement is amended, it will be in writing and signed by both parties, and attached to this original agreement.

8. THE CITY and BSAC both acknowledge that the City Attorney Brent Houston provides legal advice to BSAC on a pro-bono basis from time to time. Both entities waive any conflict of interest which may exist from this representation. BSAC has obtained the services of attorney Paul White to represent it in the negotiation of this agreement.

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

Dated this ____ day of _____, 2017.

City of Benton, Arkansas: _____, Mayor David J. Mattingly
Owner

Attest: _____, City Clerk, Cindy Stracener

Central Arkansas Development Council:
User Organization

_____, Larry Cogburn /Executive Director

RESOLUTION NO. 16 OF 2017

A RESOLUTION AUTHORIZING THE PLACEMENT OF CERTAIN HISTORICAL MEMORABILIA IN THE RIVERCENTER; AND FOR OTHER PURPOSES

WHEREAS, Mayor Mattingly's staff recently gave him five (5) framed pieces which contain historical memorabilia depicting the creation of Riverside Park; and

WHEREAS, the Mayor has agreed to loan these pieces to the City which will be hung in the River Center.

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

SECTION 1: The City Council does hereby authorize the placement of the five (5) framed pieces in the River Center. This resolution is being done to recognize the placement and to document that these pieces are on loan, which will be returned upon request.

PASSED AND APPROVED this the _____ day of January, 2017.

David J. Mattingly, Mayor

Cindy Stracener, City Clerk

RESOLUTION NO. 17 OF 2017

A RESOLUTION AUTHORIZING THE PLACEMENT OF A PLAQUE THANKING MAYOR MATTINGLY FOR HIS WORK IN CREATING RIVERSIDE PARK; AND FOR OTHER PURPOSES

WHEREAS, certain members of the public who refer to themselves as "Friends of the Mayor" have requested permission to purchase and maintain a plaque thanking Mayor Mattingly for his work in creating Riverside Park, which will be hung in the River Center; and

WHEREAS, the City Council desires to authorize the placement of such a plaque in the River Center.

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

SECTION 1: The City Council does hereby authorize the placement of a plaque thanking Mayor Mattingly for his work in creating Riverside Park in the River Center. Funding for the purchase, placement and maintenance of the plaque shall be from private donations.

PASSED AND APPROVED this the _____ day of January, 2017.

David J. Mattingly, Mayor

Cindy Stracener, City Clerk