

RESOLUTION NO. 91 OF 2022

**A RESOLUTION FOR ACCEPTING THE LOWEST
ACCEPTABLE BID FOR THE STEWART STREET
PROJECT; AND FOR OTHER PURPOSES**

WHEREAS, the City of Benton, Arkansas, after having advertised for bids for the Stewart Street Project, the City Council of the City Benton, Arkansas, has determined that the bid submitted by Red Roc is the lowest acceptable bid for this construction project and that the City should award the contract to this lowest bidder.

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

SECTION 1: The bid of Red Roc in the amount of \$738,841.45 is the lowest acceptable bid and said bid should be accepted and awarded to Red Roc for the Stewart Street project.

SECTION 2: The Mayor is authorized to execute, on behalf of the City of Benton, a contract for the Stewart Street project with the successful bidder and to execute such other documents as may be necessary and convenient to accomplish this purpose. The Mayor is likewise authorized on behalf of the City to pay Red Roc those sums that become due and payable over the course of the contract term.

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

Tom Farmer, Mayor

Cindy Stracener, City Clerk

CERTIFIED BID TAB

PROJECT: 20-5845 Stewart Street Sidewalks
 BID LOCATION: City Hall, 114 S. East Street, Benton, Arkansas
 BID TIME AND DATE: 10:00 AM, Wednesday, August 3, 2022

Certified by:

Taylor Clark

Taylor Clark, P.E., License #18021

EXHIBIT

1

tabbies

CONTRACTORS NAME
 CONTRACTORS LICENSE NO.

Red Rock, Inc.
 0057060423

Township Builders, Inc.
 0039640623

Item No.	ARDOT Item No.	Item Description	Units	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
1	201	Clearing	STA	2	\$2,500.00	\$5,000.00	\$2,700.00	\$5,400.00
2	201	Grubbing	STA	2	\$2,500.00	\$5,000.00	\$3,500.00	\$7,000.00
3	202	Removal and Disposal of Curb and Gutter	LF	82	\$15.00	\$1,230.00	\$16.00	\$1,312.00
4	202	Removal and Disposal of Concrete Slabs	SY	4	\$15.00	\$60.00	\$20.00	\$80.00
5	202	Removal and Disposal of Concrete Driveways	SY	37	\$15.00	\$555.00	\$20.00	\$740.00
6	202	Removal and Disposal of Pipe Culverts	EA	5	\$750.00	\$3,750.00	\$750.00	\$3,750.00
7	202	Removal and Relocation of Sign	EA	2	\$175.00	\$350.00	\$150.00	\$300.00
8	SS & 303	Aggregate Base Course (Class 7)	TON	733	\$45.00	\$32,985.00	\$56.00	\$41,048.00
9	309	Portland Cement Concrete Base (6" Uniform Thickness)	SY	521	\$77.15	\$40,195.15	\$71.00	\$36,991.00
10	SS & 401	Tack Coat	GAL	197	\$6.00	\$1,182.00	\$22.00	\$4,334.00
11	SP, SS, & 407	Mineral Aggregate in ACHM Surface Course (1 1/2")	TON	98	\$240.00	\$23,520.00	\$238.00	\$23,324.00
12	SP, SS, & 407	Asphalt Binder (PG 64-22) in ACHM Surface Course (1 1/2")	TON	5	\$240.00	\$1,200.00	\$950.00	\$4,750.00
13	SS & 505	Portland Cement Concrete Driveway	SY	107.2	\$115.50	\$12,381.60	\$90.00	\$9,648.00
14	601	Mobilization	LS	1	\$36,620.00	\$36,620.00	\$30,000.00	\$30,000.00
15	603	Maintenance of Traffic	LS	1	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00
16	SS & 604	Signs	SF	95	\$37.50	\$3,562.50	\$38.00	\$3,610.00
17	SS & 604	Traffic Drums	EA	37	\$55.00	\$2,035.00	\$57.00	\$2,109.00
18	SP & 606	24" High Density Polyethylene Pipe	LF	61	\$129.50	\$7,899.50	\$175.00	\$10,675.00
19	606	36" Reinforced Concrete Pipe Culverts (Class III)	LF	963	\$196.75	\$189,470.25	\$335.00	\$322,605.00
20	606	Selected Pipe Bedding	CY	110	\$50.00	\$5,500.00	\$83.00	\$9,130.00
21	609	Drop Inlets (Type MO)	EA	4	\$6,000.00	\$24,000.00	\$7,500.00	\$30,000.00
22	609	Junction Boxes (Type E)	EA	2	\$8,500.00	\$17,000.00	\$7,500.00	\$15,000.00
23	609	Drop Inlet Extensions (4')	EA	1	\$500.00	\$500.00	\$1,300.00	\$1,300.00
24	609	Drop Inlet Extensions (8')	EA	3	\$1,000.00	\$3,000.00	\$2,000.00	\$6,000.00
25	615	Pavement Repair Over Culverts (Asphalt)	TON	37	\$295.00	\$10,915.00	\$300.00	\$11,100.00
26	620	Ume	TON	0.5	\$500.00	\$250.00	\$1,300.00	\$650.00
27	620	Seeding	ACRE	0.25	\$5,000.00	\$1,250.00	\$2,300.00	\$575.00
28	SS & 620	Mulch Cover	ACRE	0.5	\$5,000.00	\$2,500.00	\$1,300.00	\$650.00
29	620	Water	M. GAL	30.6	\$125.00	\$3,825.00	\$265.00	\$8,109.00
30	621	Temporary Seeding	ACRE	0.25	\$5,000.00	\$1,250.00	\$1,600.00	\$400.00
31	621	Silt Fence	LF	500	\$6.00	\$3,000.00	\$4.00	\$2,000.00
32	621	Sand Bag Ditch Checks	BAG	88	\$15.00	\$1,320.00	\$20.00	\$1,760.00
33	621	Sediment Removal and Disposal	CY	19	\$50.00	\$950.00	\$35.00	\$665.00
34	SS & 621	Filter Sock (18")	LF	300	\$25.00	\$7,500.00	\$25.00	\$7,500.00
35	623	Second Seeding Application	ACRE	0.25	\$5,000.00	\$1,250.00	\$1,000.00	\$250.00
36	SS & 633	Concrete Walks	SY	294	\$57.15	\$16,802.10	\$80.00	\$23,520.00
37	SP, SS, & 634	Concrete Walks (Type Special)	SY	220	\$475.00	\$104,500.00	\$320.00	\$70,400.00
38	SS & 634	Concrete Combination Curb and Gutter (Type A) (2' 0")	LF	1,077	\$25.15	\$27,086.55	\$40.00	\$43,080.00
39	635	Roadway Construction Control	LS	1	\$22,750.00	\$22,750.00	\$9,500.00	\$9,500.00
40	640	Modifying Drop Inlets	EA	1	\$3,500.00	\$3,500.00	\$6,000.00	\$6,000.00
41	641	Wheelchair Ramps (Type 3)	SY	13	\$175.00	\$2,275.00	\$215.00	\$2,795.00
42	641	Wheelchair Ramps (Type 5)	SY	7	\$175.00	\$1,225.00	\$215.00	\$1,505.00
43	641	Wheelchair Ramps (Type 6)	SY	11	\$175.00	\$1,925.00	\$215.00	\$2,365.00
44	719	White (6")	LF	1050	\$10.00	\$10,500.00	\$3.00	\$3,150.00
45	719	Thermoplastic Pavement Marking White (12")	LF	180	\$20.00	\$3,600.00	\$24.00	\$4,320.00
46	719	Thermoplastic Pavement Marking Yellow (6")	LF	2050	\$10.00	\$20,500.00	\$3.00	\$6,150.00
47	719	Thermoplastic Pavement Marking (Words)	EA	3	\$500.00	\$1,500.00	\$560.00	\$1,680.00
48	719	Thermoplastic Pavement Marking (Bike Emblems)	EA	5	\$500.00	\$2,500.00	\$700.00	\$3,500.00
49	719	Thermoplastic Pavement Marking (Shared Lane Marking)	EA	5	\$700.00	\$3,500.00	\$800.00	\$4,000.00
50	726	Standard Sign	SF	22	\$35.00	\$770.00	\$70.00	\$1,540.00
51	729	Channel Post Sign Support (Type U)	EA	3	\$350.00	\$1,050.00	\$200.00	\$600.00
52	SP	Architectural Finish	SF	1143	\$18.60	\$21,259.80	\$24.00	\$27,432.00
53	SP	Textured Coating Finish	SY	128	\$54.00	\$6,912.00	\$188.00	\$24,064.00
54	412	Cold Milling Asphalt Pavement	SY	712	\$15.00	\$10,680.00	\$24.00	\$17,088.00

TOTAL COST OF CONSTRUCTION

\$738,841.45

\$875,454.00

RESOLUTION NO. 92 OF 2022

**A RESOLUTION APPROVING INFRASTRUCTURE
IMPROVEMENTS FOR ECONOMIC DEVELOPMENT
PURPOSES; AND FOR OTHER PURPOSES**

WHEREAS, in accordance with Arkansas Code Annotated § 14-176-101, et seq. and Resolution No. 30 of 2008, the City of Benton, Arkansas, is authorized to use public funds to finance appropriate economic development projects, and

WHEREAS, in accordance with Arkansas Code Annotated § 14-176-102, appropriate economic development projects include projects for the improvement of the facilities and infrastructure for the expansion of manufacturing, production, and industrial facilities; and

WHEREAS, CoorsTek operates a manufacturing facility in the City; and

WHEREAS, CoorsTek desires to expand its facility and operation in the City, which will create additional jobs and expand the tax base of the City; and

WHEREAS, the CoorsTek expansion is expected to occur within the next year; and

WHEREAS, as authorized by Arkansas Code Annotated § 14-176-101, et seq. and Resolution No. 30 of 2008, the City Council of the City desires to enter into an Economic Development Project Contract to provide for funding for the improvement of the infrastructure of the CoorsTek facility in Benton; and

WHEREAS, the City Council of the City desires to pay up to \$23,000 for the improvement of the infrastructure for the CoorsTek facility in Benton.

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

SECTION 1: The Mayor is authorized to enter into the Economic Development Contract attached hereto as Exhibit 1 and is hereby authorized to pay up to \$23,000 for the improvement of the infrastructure of the CoorsTek facility in Benton.

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

Tom Farmer, Mayor

Cindy Stracener, City Clerk

RESOLUTION NO. 93 OF 2022

A RESOLUTION AMENDING THE 2022 BUDGET FOR THE ENTIRE CITY AS ADOPTED IN RESOLUTION NO. 104 OF 2021; REVISING THE CITY OF BENTON BUDGET TO ACCEPT \$300,000 OF GRANT FUNDS FROM THE ARKANSAS DEPARTMENT OF EMERGENCY MANAGEMENT FOR THE GATTIN DRAINAGE PROJECT IN THE STREET IMPROVEMENT FUND; AND FOR OTHER PURPOSES

WHEREAS, the City Council of the City of Benton, Arkansas, adopted the 2022 City of Benton Budget in Resolution No. 104 of 2021; and

WHEREAS, the City Council needs to amend the 2022 City of Benton budget to accept \$300,000 of grant funds from the Arkansas Department of Emergency Management for the Gattin Drainage project already appropriated in the Street Improvement budget.

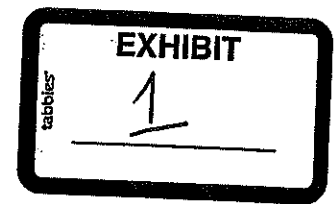
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTON, ARKANSAS:

SECTION 1: Pursuant to the authority granted in Ark. Code §§ 14-58-202 and 14-58-203 the City Council does hereby amend the FY2022 City of Benton Budget as adopted in Resolution No. 104 of 2021. The revised expenditures for the operations of the City are attached hereto as Exhibit 1 to this Resolution and are more fully described therein. The adoption of this amendment shall be deemed as an appropriation of city funds.

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

Tom Farmer, Mayor

Cindy Stracener, City Clerk



City of Benton, Arkansas

Street Improvement Fund

Budget Amendment

FY 2022



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

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

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

Section 1: Amended Appropriations – Fiscal Year 2022

Street Improvement Fund

	Beginning Approved Budget	Budget Amendment	Revised Budget
Receipts	\$3,444,250	\$300,000	\$3,744,250
Personnel	\$0	\$0	\$0
O&M, Other, etc	\$0	\$0	\$0
Capital Items	\$4,945,000	\$0	\$4,945,000
Total Budget	(\$1,500,750)		(\$1,200,750)

Section 2: Funding & Disbursements – Fiscal Year 2022

Street Improvement Fund

Acceptance of ADEM grant funds		
Grants-State	4110.01	\$300,000

RESOLUTION NO. 94 OF 2022

**A RESOLUTION FOR OBLIGATING STREET
IMPROVEMENT FUNDS IN THE AMOUNT OF \$3,000,000
OVER 5 YEARS FOR THE RELOCATION OF EXIT 117
ALONG I-30; AND FOR OTHER PURPOSES**

WHEREAS, the City of Benton, Arkansas, after discussions with Arkansas Department of Transportation has agreed to obligate Street Improvement funds in the amount of \$3,000,0000 over 5 years for the relocation of Exit 117 along I-30.

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

SECTION 1: The City of Benton, Arkansas agrees to obligate \$3,000,000 of Street Improvement funds over 5 years for the relocation of exit 117 along I-30.

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

Tom Farmer, Mayor

Cindy Stracener, City Clerk

ORDINANCE NO. 30 OF 2022

AN ORDINANCE SETTING RATES FOR CORPORATE MEMBERSHIPS AT RIVERSIDE PARK, AMENDING ORDINANCE 32 OF 2017 AND ORDINANCE 30 OF 2016; AND FOR OTHER PURPOSES

WHEREAS, the City Council set rates for memberships at Riverside Park in Ordinance 32 of 2017 and Ordinance 30 of 2016; and

WHEREAS, the City Council has determined that it wishes to promote corporate memberships at a discounted rate.

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

SECTION 1: Ordinance 32 of 2017 and Ordinance 30 of 2016 are hereby amended to contain corporate memberships which is attached hereto as Exhibit "1"

PASSED AND APPROVED this _____ day of August, 2022.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

the RIVER CENTER

CORPORATE

MEMBERSHIP AGREEMENT

EXHIBIT

1

Date _____

Business Name _____

Verified By _____

Home Phone _____

Cell Phone _____

Date of Birth _____

Male _____ Female _____

Last Name (PLEASE PRINT) _____

First Name _____

Street Address _____

Apt. # _____

City _____

State _____

Zip Code _____

Email Address _____

ADDITIONAL FAMILY MEMBERS INCLUDED IN MEMBERSHIP:

Last Name (PLEASE PRINT) _____

First Name _____

Gender _____ Date of Birth (M/D/Y) _____

(M/F) _____

(M/F) _____

(M/F) _____

(M/F) _____

(M/F) _____

MEMBERSHIP FEE STRUCTURE

Annual membership fees may be paid by cash, check or debit/credit cards. Fees are due, in full, at the time of registration. Annual memberships are non-refundable, non-transferrable and are not eligible for cancellation before the anniversary date.

Monthly Membership fees may be paid by cash, check or debit/credit card and will be processed on the initial day of registration and auto-drafted on that same day each month as long as you own the membership.

Family Memberships: All family members must live under the same roof/household. Membership applies to two (2) adults and their dependent children. For additional inquiries into a family membership, please contact Benton Parks & Recreation.

MEMBERSHIP	ANNUAL	MONTHLY
Adults (18-59 years)	\$180.00/ \$144.00**	\$15.00/ \$12.00**
Youth (3-17 years)	\$120.00/ \$96.00**	\$10.00/ \$8.00**
Seniors (60+ years)	\$120.00/ \$96.00**	\$10.00/ \$8.00**
Family	\$420.00/ \$336.00**	\$35.00/ \$28.00**

** BLUE NUMBERS INDICATE PRICING FOR MILITARY DISCOUNT MEMBERSHIPS.
You will not receive corporate and military discounts - only one discount will be applied.

CORPORATE DISCOUNTS:

10% DISCOUNT =
(8+) Employees

15% DISCOUNT =
(15+) Employees

20% DISCOUNT =
(20+) Employees

DRAFT AUTHORIZATION

I/we authorize the City of Benton to initiate entries to debit my/our account through auto-draft for the payment of a membership to River Center. By purchasing a Monthly Membership I/we agree to a minimum of one (1) month. Fees are charged monthly, in advance, on the initial day of registration and on that same day each month until the membership is cancelled. In order to cancel my/our membership, I/we must fill out a cancellation form at least seven (7) days prior to the next processing date and the membership will expire at the end of my billing cycle. No credits or refunds will be issued for unused days.

CANCELLATION, SUSPENSION & TERMINATION OF MEMBERSHIP

The City of Benton has the right to suspend and/or terminate any membership for the behavior unfavorable to the enjoyment of the River Center.

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

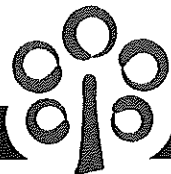
In consideration for being permitted to utilize the facility, services, and programs of the River Center for any purpose, including, but not limited to, observation or use of the facilities or equipment, participation in any program affiliated with the River Center, the undersigned, for himself or herself, any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the River Center for observation or use of any facilities, equipment, or participation in such program constitutes an acknowledgment that such premises and all facilities and equipment therein and such affiliated programs have been inspected and carefully considered and that the undersigned finds and accepts same as being safe, reasonably suited for the purpose of such observation, use or participation. In further consideration of being permitted to enter the River Center for any purpose, including, but not limited to, observation or use of facilities or equipment or participation in any program affiliated with the said facilities, the undersigned on their own behalf and on behalf of their family of guests and, if undersigned on their own behalf and on behalf of their family and guests, if undersigned is a parent or guardian, on behalf of their children or wards hereby agrees to the following:

1. The undersigned hereby releases, waives, discharges and covenants not to sue the City of Benton, its directors, officers, employees, and agents from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by negligence of the releases or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein, or participation in any program affiliated with the City of Benton.
2. The undersigned hereby agrees to indemnify, save and hold harmless the releases and each of them for any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon, or about the River Center premises or in any way observing or using any facilities or equipment of the River Center whether caused by the negligence of the releases or otherwise.
3. The undersigned hereby assumes full responsibility for any risk of bodily injury, death or property damage due to negligence of releases or otherwise while in, about, or upon the premises of the River Center and/or while using the premises or any facilities or equipment thereon or participation in any programs affiliated with the River Center.

Name of Primary Member (PRINT)

Signature

Date



Parks & Recreation
CITY OF BENTON

1800 CITIZENS DRIVE • BENTON • (501)776-5970 • BentonAR.org

ORDINANCE NO. 31 OF 2022

AN ORDINANCE BANNING MOTORBOATS THAT CAUSE WAKE ENHANCEMENT DEVICES OR TECHNIQUES IN LAKE NORRELL, SETTING FINES FOR VIOLATION; AND FOR OTHER PURPOSES

WHEREAS, the City of Benton, Arkansas, owns Lake Norrell in Saline County, Arkansas; and

WHEREAS, the City Council has determined the use of wake enhancement devices or techniques, such as wake boat ballast tanks, mechanical hydrofoil(s), uneven loading, or other devices at transition speed is detrimental to the use and enjoyment of the Lake; and

WHEREAS, the board representing the homeowners with property surrounding the Lake have voted and are in favor of a prohibition against the use or wake enhancement devices or techniques.

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

SECTION 1: The following prohibition is hereby adopted and shall be in enforce and applicable thirty (30) days from the passage of this Ordinance:

No person shall operate a motorboat, as defined in Ark. Code § 27-101-103, on Lake Norrell in Saline County, Arkansas, in such a way as to use wake enhancement devices or techniques, such as wake boat ballast tanks, mechanical hydrofoil(s), uneven loading, or other devices at transition speed. Transition speed means the speed at which the boat is operating at greater than slow-no-wake speed, but not fast enough for the boat to plain.

SECTION 2: Any person who operates a motorboat in violation of this ordinance is guilty of a misdemeanor and shall be subject to a fine. Each violation of this ordinance shall constitute a separate offense. The fine for each violation of this ordinance shall not be more than Five-Hundred Dollars (\$500) but not less than One-Hundred Dollars (\$100).

SECTION 3: Notice of the prohibition contained herein shall be posted as soon as possible at Lake Norrell and shall be published in a newspaper with general circulation in Saline County.

PASSED AND APPROVED this _____ day of August, 2022.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

ORDINANCE NO. 32 OF 2022

**AN ORDINANCE PERMITTING THE CONSUMPTION OF CERTAIN
ALCOHOLIC BEVERAGES ON CITY PROPERTY; CREATING
CERTAIN ASSOCIATED RULES; AND FOR OTHER PURPOSES**

WHEREAS, from time-to-time, groups planning events that are intended for adult audiences only seek to rent properties owned by the City and available for rent; and

WHEREAS, those groups often ask about the permissibility of the consumption of alcohol at those adult-oriented events; and

WHEREAS, the City Council of the City of Benton, Arkansas, desires to authorize the consumption of alcohol on City property under limits circumstances and pursuant to certain rules and regulations.

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

SECTION 1: The consumption of alcohol on property owned by the City of Benton, Arkansas, including property managed by the City's Parks Department and Advertising and Promotion Commission ("City Property"), is hereby authorized under the limited circumstances and under the rules and regulations set out herein.

SECTION 2: Alcohol consumption on City Property is only permitted during events that have been scheduled with and approved by the appropriate City department. Any department responsible for the lease or rent of City Property is hereby directed to develop appropriate procedures to apply for approval of events on City Property at which alcohol will be consumed.

SECTION 3: Events eligible for alcohol consumption on City Property are limited to those that are directed at adults. In no circumstance shall alcohol consumption take place at an event that is primarily directed to minors.

SECTION 4: All alcohol consumed on City Property at an eligible event must be served by a vendor properly permitted by the City and licensed by the Arkansas Department of Finance and Administration Alcoholic Beverage Control.

SECTION 5: Eligible events must have appropriate security to be scheduled with or otherwise approved by the Chief of the Benton Police Department.

SECTION 6: All rules, regulations, and laws issued by the State of Arkansas and its administrative branches shall remain in effect.

SECTION 7: Nothing in this ordinance prevents the Chief of Police of the Benton Police Department, Chief of the Benton Fire Department, or applicable department head from suspending the authorization contained herein if necessary to comply with local, State or Federal Laws, or Fire Codes, or if necessary to protect the public health, safety, and welfare.

SECTION 8: Nothing herein shall impact or otherwise alter any Ordinance or Resolution relating to "Third Thursday." Otherwise, all laws, ordinances, or resolutions, or parts of the same that are inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 9: In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this ordinance, which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this ordinance.

PASSED AND APPROVED this _____ day of August, 2022.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

RESOLUTION NO. 95 OF 2022

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE BENTON SCHOOL DISTRICT FOR THE OPERATION OF THE HIGH SCHOOL SWIM TEAM AT RIVERSIDE PARK; AND FOR OTHER PURPOSES

WHEREAS, the City Council has determined that it needs to enter into a contract with the Benton School District for using the River Center Natatorium for operating the high school swim team.

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

SECTION 1: The Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Benton, the agreement with the Benton School District which is attached hereto as Exhibit "1" for the operation of the high school swim team at Riverside Park and to execute such other documents as may be necessary or convenient to accomplish the purpose of this resolution.

PASSED AND APPROVED this _____ day of August, 2022.

Tom Farmer, Mayor

Cindy Stracener, City Clerk



**Benton Parks and Recreation Department
2022 Program Agreement**

This agreement made and entered into on _____, 2022 by and between the CITY OF BENTON PARKS AND RECREATION DEPARTMENT, doing business at 1800 Citizens Drive, Benton, Arkansas (hereinafter called "THE CITY"), and Benton High School, doing business at 211 North Border street, Benton, Arkansas (hereinafter called "BHS").

WITNESSETH

WHEREAS, THE CITY maintains property at River Center Natatorium in Benton, Arkansas; and

WHEREAS, the use of said property for the purpose of the BHS has been considered the best use of this property for recreational purpose and to better service the citizens of Benton, Arkansas.

WHEREAS, the City provides and maintains certain recreational facilities for programs and parks in Benton, and

WHEREAS, BHS provides program administration and operations of the High School Swim Team in Benton,

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

THE CITY agrees to grant use of River Center Natatorium between Nov 1st, 2022 and Feb 28th, 2022, as outlined here to BHS for the operation of the High School Swim Team.

Named property will be used by BHS for swim meets, practices and try-outs on the dates and times listed on the schedules provided to THE CITY.

The general conditions of this program agreement will be:

1. BHS will operate in accordance with nondiscrimination requirements of Title VI of the 1964 Civil Rights Act.
2. 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.
3. 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.
4. 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 CITY facility. BHS indemnify and hold the City of Benton, its departments 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 BHS, its agents, employees, or program participants.
5. It is agreed that the named facility, area, or property may not be assigned, subleased, rented, reserved or loaned to any other group, business, individual, or entity by BHS without prior approval by THE CITY.
6. No alterations, changes, or modifications to change the intended use may be made to facilities by BHS, without first receiving written approval from THE CITY. BHS must submit a detailed request in writing to THE CITY'S Park Department.

7. BHS assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BHS. If the repair is neglected for a long period of time, THE CITY will make the necessary repairs and bill the BHS.
8. BHS must inspect facilities prior to each use. If damage is discovered to equipment or that the facility poses an immediate hazard or danger, BHS must immediately notify THE CITY'S Park Department. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE CITY. BHS must report any vandalism or theft to THE CITY within 24 hours or next business day.
9. With this agreement, BHS agrees to pay the charge of \$1,000 for use of the facilities during the agreed times and lane usage for practice purposes and swim meets. Payment must be received by November 1st, 2022.
10. BHS will be granted use of 3 lanes (lanes 6,7,8) for practice purposes on Monday-Thursday between 3:30pm-4:30pm Nov 1st, 2022 and Feb 28th, 2022. A tryout will be allowed on Oct 24th. Use of two lanes will be permitted for try-outs.
11. With this agreement, BHS swimmers MUST present their facility IDs to Park Staff every time they enter the facility and sign in. A team roster must be turned in before November 1st, 2022. The roster must include First Name, Last Name, DOB, address, phone number, email address, emergency contact, and emergency contact phone number.
12. In order to participate on the BHS Swim Team in practices and meets, BHS swimmers will not be required to be members of the River Center. However, swimmers who are not members may not under any circumstances be in the River Center Natatorium without a high school coach or teacher present in charge of supervising them. When the practice ends, all non-members must leave before the coach or teacher leaves.
13. BHS is allowed use of the River Center Natatorium and Pool Party Room (with advanced notice) only.
14. THE CITY will complete meet set up and provide a console operator for \$100 per meet.
15. BHS agrees to host a maximum of 2 swim meets per year for the rates above. Meets will be held on _____, 2022/2023.
16. BHS will be responsible for meet cleanup and providing volunteers. There will be a \$50/hour cleaning fee if the facility is not cleaned up after the swim meet.
17. BHS will be responsible for providing their own meet officials, timers, and meet marshals.
18. BHS has the first option to charge admission fees during those meets.
19. BHS will have access to the timing system, starting system, and the scoreboard for the duration of the swim meets under THE CITY supervision. Advertising on scoreboard and hanging sponsor banners requires an approval from THE CITY.
20. BHS will be allowed to promote themselves on scoreboard and with signage around the facility.
21. BHS agrees to return this agreement signed by the appropriate persons, and any and all additional requested material before September 1st, 2022.
22. BHS will control all litter by picking up litter their program creates after each time the facility is used. The litter must be placed in the proper receptacle by BHS.
23. BHS will provide proper insurance for the programs they will be operating on city property. Proof of insurance must be attached to this program agreement before regular season starts. BHS understands that their program participants are in no way covered by insurance by THE CITY.
24. BHS will submit contact person(s) for after business hours' emergencies.
25. At the request of THE CITY, BHS will remove all their equipment at the completion of this agreement period.

26. BHS will insure that their employees or participants do not attempt to operate equipment belonging to THE CITY.
27. THE CITY agrees to the following specific conditions and assurances:
 - A. The Natatorium will be maintained on a regular schedule.
 - B. THE CITY will be responsible Monday-Sunday for the pool chemicals.
 - C. THE CITY will purchase and replace light bulbs. If extensive damage is caused by weather or vandalism, the replacement time for lights may be longer than usual.
 - D. THE CITY will attempt to repair damage to facilities in a timely manner, according to repairs needed.
 - E. THE CITY upon written request by the BHS will provide a liaison to the BHS Swim Meetings to assure the maintenance program is satisfactory.
 - F. Permanent improvements to facilities and fields will become property of THE CITY.
 - G. Non-permanent improvements will be retained by BHS Swim Team.
28. The term of this agreement shall be one (1) year, and shall begin on the first day of the month in which this agreement is executed by the parties.
29. This agreement shall automatically be renewed for like terms for successive one (1) year periods until this agreement is terminated by either party.
30. The party electing to terminate this agreement shall do so by providing ninety (90) days written notice before the end of the term of this agreement, of that party's intent not to renew this agreement.
31. THE CITY or BHS may amend this agreement by the mutual assent of both parties.
32. THE CITY may make alterations to practice times and swim meet operations if deemed necessary depending on current situations with COVID-19.

If this agreement is amended, it will be written, signed by both parties stated and attached to this original agreement.

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

City of Benton

A municipal Corporation,

_____, Mayor

Parks Department

_____ Parks Director

BHS Authorized Representative,

Dated this ____ day of _____, 2022

RESOLUTION NO. 96 OF 2022

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE BENTON SCHOOL DISTRICT FOR THE OPERATION OF THE HIGH SCHOOL TENNIS TEAM AT TYNDALL PARK; AND FOR OTHER PURPOSES

WHEREAS, the City Council has determined that it is in the best interest of the citizens to enter into a contract with the Benton School District for the use of Tyndall Park for the operation of the high school tennis team.

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

SECTION 1: The Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Benton, Arkansas, the agreement with the Benton School District that is attached hereto as Exhibit "1" for the operation of the high school tennis team at Tyndall Park and to execute such other documents as may be necessary or convenient to accomplish the purpose of this resolution.

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

Tom Farmer, Mayor

Cindy Stracener, City Clerk

**Benton Parks and Recreation Department
2022 Program Agreement**

This agreement made and entered into on _____, 2022 by and between the CITY OF BENTON PARKS AND RECREATION DEPARTMENT, doing business at 913 E. Sevier St., Benton, Arkansas (hereinafter called "THE CITY"), and Benton High School, doing business at 211 North Border street, Benton, Arkansas (hereinafter called "BHS").

WITNESSETH

WHEREAS, THE CITY maintains property at Tyndall Park in Benton, Arkansas; and

WHEREAS, the use of said property for the purpose of the BHS has been considered the best use of this property for recreational purpose and to better service the citizens of Benton, Arkansas.

WHEREAS, the City provides and maintains certain recreational facilities for programs and parks in Benton, and

WHEREAS, BHS provides program administration and operations of the High School Tennis Team in Benton,

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

THE CITY agrees to grant use of Tyndall Park between June 1st, 2022 and October 30th, 2022, as outlined here to BHS for the operation of the High School Tennis Team.

Named property will be used by BHS for tennis matches, practices and tryouts on the dates and times listed on the schedules provided to THE CITY.

The general conditions of this program agreement will be:

1. BHS will operate in accordance with nondiscrimination requirements of Title VI of the 1964 Civil Rights Act.
2. 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.
3. 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.
4. 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 CITY facility. BHS indemnify and hold the City of Benton, its departments 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 BHS, its agents, employees, or program participants.
5. It is agreed that the named facility, area, or property may not be assigned, subleased, rented, reserved or loaned to any other group, business, individual, or entity by BHS without prior approval by THE CITY.

6. No alterations, changes, or modifications to change the intended use may be made to facilities by BHS, without first receiving written approval from THE CITY. BHS must submit a detailed request in writing to THE CITY'S Park Department.
7. BHS assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BHS. If the repair is neglected for a long period of time, THE CITY will make the necessary repairs and bill the BHS.
8. BHS must inspect facilities prior to each use. If damage is discovered to equipment or that the facility poses an immediate hazard or danger, BHS must immediately notify THE CITY'S Park Department. Damaged equipment or facilities that do not pose a danger or hazard should be discussed with THE CITY. BHS must report any vandalism or theft to THE CITY within 24 hours or next business day.
9. With this agreement, BHS agrees to pay the charge of \$0 for use of the facilities during the agreed times and court usage for practice purposes in exchange for THE CITY to run track programming on the BHS Track Complex (Youth Track Clinics, Little Olympians, Family Track Night & Special Olympics Event).
10. BHS will be granted use of 4 courts for practice purposes on Monday-Friday from 3:00 to 5:30 PM between June 1st, 2022 and October 20th, 2022.
11. A team roster must be turned in before June 1st, 2022. The roster must include First Name, Last Name, DOB, address, phone number, email address, emergency contact, and emergency contact phone number and guardians signature.
12. There will be a \$50/hour cleaning fee if the facility is not cleaned up after any tennis match.
13. BHS agrees to return this agreement signed by the appropriate persons, and any and all additional requested material before June 1st, 2022.
14. BHS will control all litter by picking up litter their program creates after each time the facility is used. The litter must be placed in the proper receptacle by BHS.
15. BHS will provide proper insurance for the programs they will be operating on city property. Proof of insurance must be attached to this program agreement before regular season starts. BHS understands that their program participants are in no way covered by insurance by THE CITY.
16. BHS will submit contact person(s) for after business hours' emergencies.
17. At the request of THE CITY, BHS will remove all their equipment at the completion of this agreement period.
18. BHS will insure that their employees or participants do not attempt to operate equipment belonging to THE CITY.
19. THE CITY agrees to the following specific conditions and assurances:
 - A. The Tennis Courts will be maintained on a regular schedule.
 - B. THE CITY will purchase and replace light bulbs. If extensive damage is caused by weather or vandalism, the replacement time for lights may be longer than usual.
 - C. THE CITY will attempt to repair damage to facilities in a timely manner, according to repairs needed.
 - D. Permanent improvements to facilities and fields will become property of THE CITY.
 - E. Non-permanent improvements will be retained by BHS Tennis Team.
20. The term of this agreement shall be one (1) year, and shall begin on the first day of the month in which this agreement is executed by the parties.
21. This agreement shall automatically be renewed for like terms for successive one (1) year periods until this agreement is terminated by either party.

22. The party electing to terminate this agreement shall do so by providing ninety (90) days written notice before the end of the term of this agreement, of that party's intent not to renew this agreement.

23. THE CITY or BHS may amend this agreement by the mutual assent of both parties.

If this agreement is amended, it will be written, signed by both parties stated and attached to this original agreement.

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

City of Benton

A municipal Corporation,

_____, Mayor

Parks Department

_____ Parks Director

BHS Authorized Representative,

Dated this ____ day of _____, 2021

RESOLUTION NO. 97 OF 2022

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH H. TYNDALL DICKINSON REVOCABLE TRUST FOR ACCEPTING A DONATION OF CERTAIN REAL PROPERTY FOR THE PURPOSE OF CONSTRUCTING A MOUNTAIN BIKE PARK; AND FOR OTHER PURPOSES

WHEREAS, H. Tyndall Dickinson owns certain real property in Saline County which it wishes to donate to the City for the purpose of constructing a mountain bike park thereon and the City of Benton desires to accept the property for these purposes.

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

SECTION 1: The City Council does hereby approve, ratify and confirm the donation from H. Tyndall Dickinson. A copy of the Donation Deed is attached hereto and marked Exhibit "1."

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

Tom Farmer, Mayor

Cindy Stracener, City Clerk

TO HAVE AND TO HOLD the same unto the said Grantee, and unto its successors and assigns forever, with all tenements, appurtenances and hereditaments thereunto belonging.

IN WITNESS WHEREOF, this Donation Deed is executed by Granfor on this ____ day of July, 2022.

GRANTOR:

H. TYNDALL DICKINSON REVOCABLE TRUST, AS AMENDED

9/26/27 By: Haskell T. Dickinson II
Its: Trustee L.

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF PULASKI)

Before me, a Notary Public within and for said County and State, on this ____ day of July, 2022, personally appeared Haskell T. Dickinson II, to me known to be the person who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes herein set forth, as the authorized individual Trustee for the H. Tyndall Dickinson Revocable Trust..

Witness my hand and seal the day and year last above written.

Notary Public

My Commission Expires:

Parcel Number	Owner Name	Physical Address
800-53853-000	LARSEN LANCE	725 S BORDER ST
800-53852-000	TD AMERICANA LLC	719 BORDER ST
800-53854-000	LARSEN LANCE	731 S BORDER ST
805-20524-001	SDL PROPERTIES LLC	721 NORMANDY ST
800-28281-000	HIGGINS JAMES & MITZI	1103 GRAY ST
805-20524-000	SDL PROPERTIES LLC	730 S BORDER ST
800-53850-000	CROWSON PROPERTIES LLC	711 S BORDER ST
800-53856-000	CLEMENTS JARRETT CHAD	706 CENTER ST
805-20519-000	TITAN GENERAL CONTRACTORS LLC	706 S BORDER ST
800-53855-000	CLEMENTS JARRETT CHAD	BORDER ST
800-53859-000	CLEMENTS JARRETT CHAD	CENTER ST
805-20509-000	UNION PACIFIC SYSTEM	
805-20538-001	MOPAC RAILROAD	RR TRACK
800-53851-000	CROWSON DEREK	BORDER ST
805-20533-000	SDL PROPERTIES LLC	712 S BORDER ST
New Sub		
New Sub		
New Sub		
New Sub		

RESOLUTION NO. 98 OF 2022

A RESOLUTION TO CONDEMN THE STRUCTURE LOCATED AT 200 PEARSON STREET AND FOR CODE ENFORCEMENT TO RAZE SAID PROPERTY IN ACCORDANCE WITH ARKANSAS STATE LAW AND CITY ORDINANCE; AND FOR OTHER PURPOSES

WHEREAS, the structure located at 200 Pearson Steet, Benton, Arkansas, has been deemed a nuisance and unfit for human habitation, unsafe, unsanitary, and detrimental to the public safety, health, and welfare by Code Enforcement Officials for the City of Benton; and

WHEREAS, the structure appears to be a blue structure, which is approximately 1,104 square feet; and

WHEREAS, from land documents, Doyle and Jewell Peal have owned the property for an indeterminant period of time, but at least since 2007; and

WHEREAS, the structure has been inspected and issues thoroughly documented by Benton Code Enforcement, and a copy of their inspection findings is attached hereto as Exhibit 1; and

WHEREAS, after giving the owner and any mortgage or lienholder an opportunity to be heard in the presence of the City Council of the City of Benton, Arkansas, and in accordance with Ordinance No. 20 of 2021 and Arkansas State law, the City Council has determined this structure should be condemned.

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

SECTION 1: That after said opportunity to be heard the structure located at 200 Pearson Street, Benton, Arkansas, has been condemned by vote of the City Council.

SECTION 2: That this decision is in the best interest of the public health, safety, and welfare.

SECTION 3: That it is the will of the Benton City Council that the structure located at 200 Pearson Street, Benton, Arkansas, be razed thirty (30) days from posting this Resolution if it is still standing per the authority granted by Arkansas State law and any costs of the demolition be assessed to the property owner.

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

Tom Farmer, Mayor

Cindy Stracener, City Clerk



CITY OF BENTON

Community Development
PO Box 607
Benton, Arkansas 72018



CONDEMNATION PROCESS

200 Pearson St. Benton, AR

1.	Identify Property	6-28-2022
2.	Photograph Property with Location and Time Stamp	6-28-2022
3.	Post Property with "Sub-Standard" Placard	6-28-2022
4.	Mail Condemnation Notification Letter to Owner via Certified Mail and Regular Mail.	6-28-2022
5.	Post Copy of Letter on Property and Photograph.	6-28-2022
6.	Community Services Committee Meeting to Discuss Resolution.	7-12-2022
7.	Full Council Meeting to Discuss/Amend/Approve Resolution. Council Meeting Scheduled in Month Following Committee Meeting.	8-22-2022
8.	Request Title Search from Title Company.	
9.	Request Bids for Demolition from Three Qualified Contractors.	
10.	Post Resolution on Property and Photograph.	
11.	Mail Resolution to Owner via Certified Mail and Regular Mail.	
12.	Demolish Property Following Wait Period.	
13.	Mail Notice of Lien Resolution to Owner via Certified Mail and Regular Mail.	
14.	Submit Lien Resolution to Committee and Full Council.	
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.	



CITY OF BENTON

Community Development
PO Box 607
Benton, Arkansas 72018

June 28, 2022

Doyle and Jewell Peal
905 Poplar Dr.
Benton, AR. 72015

Re: 200 Pearson, Benton, AR. 72015 (parcel 800-18024-000)

Dear Property Owner,

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

On July 12, 2022 at 5:30 p.m., the City of Benton Community Services committee will address a proposal for condemnation of this structure per City Ordinance 20 of 2021, section 10. This Ordinance states that any house, building and/or structure that is found and declared to be a nuisance by resolution will be condemned to insure the removal thereof as herein provided. The Community Services committee will then forward recommendations to the full City Council for final approval on August 22, 2022 at 5:30 p.m.

As the owner, you are being notified of your right to be heard at these hearings on the proposed Resolution declaring this house, building and/or structure to be a nuisance.

If the house, building and/or structure is condemned, the owner will have 30 days after Resolution is posted to tear down and remove all debris from the property. Failure to comply will result in the City of Benton, Arkansas removing the structure at the owner's expense. Please contact our office at (501)776-5938 between the hours of 8:00 a.m. and 5:00 p.m. with questions.

Bruce Thomas
City of Benton, Code Compliance
Cc: file

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

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

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

Postage

Total Postage and Fees

Postmark
Here

7021 0950 0000 6767 2736

SENT BY Dyck + Jewel Real
Special Agent or PO Box No. 405 Poplar Dr
City/State/Zip+4 Denver, AR 72015
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



200
Pearson St.

