

**RESOLUTION NO. 122 OF 2023**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO  
AN AGREEMENT WITH HALL BOOTH SMITH, P.C. FOR  
EMPLOYMENT ATTORNEY PROFESSIONAL SERVICES; AND  
FOR OTHER PURPOSES**

**WHEREAS**, the City of Benton and Hall Booth Smith, P.C. through Abtin Mehdizadegan have decided to enter into an agreement for the 2024 Fiscal year for employment attorney professional services at an annual rate of \$40,000 to be paid in 12- monthly installments; and

**WHEREAS**, the purpose of this arrangement is to permit the City to save costs associated with hiring a Director of Human Resources; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into this agreement.

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

**SECTION 1:** The Mayor or his designee is hereby authorized to execute, on behalf of the City of Benton, an agreement with Hall Booth Smith, P.C. through Abtin Mehdizadegan for the period of January 1, 2024 through December 31, 2024. The contract is attached hereto as Exhibit 1.

**PASSED AND APPROVED** this the \_\_\_\_\_ day of November, 2023.

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

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



H|B|S HALL BOOTH SMITH, P.C.  
ATTORNEYS AT LAW

Abtin Mehdizadegan  
Phone: 501.503.4445  
abtin@hallboothsmith.com

200 River Market Avenue  
Suite 500  
Little Rock, AR 72201

Office: 501.214.3499  
Fax: 501.604.5566  
www.hallboothsmith.com

November 13, 2023

Hon. Tom Farmer  
City of Benton  
P.O. Box 607  
Benton, AR 72018

**RE: Proposal for Human Resources Services**

Dear Mayor Farmer,

This letter will summarize my proposal to provide outside Human Resources services to the City of Benton. As an initial matter, this proposal is submitted with the understanding, acknowledgement, and confirmation by all parties that my law partner, Baxter Drennon, does not have a financial interest in or any benefit from this proposal or any agreement that may be entered into with the City of Benton and Hall Booth Smith, P.C.

I propose an annual fee of \$40,000.00 per year, paid monthly at \$3,333.34, to provide outside Human Resources services to the City of Benton beginning as of December 1, 2023, or at another date mutually agreed upon by the parties. In exchange for this fee, I will dedicate two onsite days per month to the City's Human Resources work; and provide advice, counsel, and assistance with regard to other matters that you direct to my attention and that are within the scope of this annual retainer. At my standard rate of \$300.00 per hour, the annual retainer and scope of work represents a significant discount on my hourly rate. I will serve as your lead employment counsel; however, I may also enlist the support services of my associates, paralegals, law clerks, and other lawyers in my office.

Services that are included within the annual retainer include:

1. Assisting with personnel matters and providing compliance-oriented advice and counsel with regard to matters covered by the Arkansas Civil Rights Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Family and Medical Leave Act, and other applicable state and federal employment laws and regulations;
2. Providing annual or as-needed management and employment related training;
3. Reviewing and updating policies, employment documents, and operating procedures as needed;

LITTLE ROCK, AR

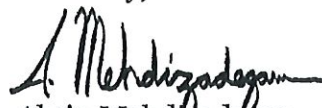
4. Researching employment-related issues that arise in the ordinary course;
5. Conducting workplace investigations;
6. Providing advice and counsel regarding wage and hour compliance;
7. Assisting with workplace-related documentation; and
8. Performing other similar services that relate to the City's Human Resources functions.

For matters that fall outside the annual retainer, if the City elects to retain me to provide those services—e.g., litigation, administrative hearings, or FOIA compliance—I propose a blended rate for associates and partners of \$225.00 per hour. This discount is provided as an additional benefit to the City for purposes of this proposal.

We will submit statements to you that itemize the time we expend on your behalf, a description of services rendered, and the attorney performing the services. Each statement will also request reimbursement of any actual out-of-pocket disbursements, such as photocopies, expended by this firm in connection with our representation. If for any reason there is a problem with paying our invoices within 30 days, please contact me to discuss the matter. We reserve the right to suspend our services or to withdraw from this engagement in the event that any of our invoices are deemed delinquent. However, any withdrawal of representation will be done in accordance with our ethical obligations toward you. In the event of termination of representation, your file will be made available to you and will be retained and destroyed in accordance with our ethical obligations. Unless impractical or otherwise required, we will maintain your file electronically on our secured server. If you need additional information regarding our cyber security practices or if you would prefer that we not maintain your data electronically, please let me know.

Attached to this letter is a statement entitled "General Provisions Governing Representation" that contains additional terms and conditions that shall apply to our representation, to the extent not expressly modified by this letter. In the event that any collection action is required to collect unpaid balances due us, you agree to reimburse us for our costs of collection, including attorneys' fees. The above agreements will also apply to services rendered for such future matters that we mutually agree will be handled by the Firm. If you accept the terms of our representation, please sign in the field below and return an executed copy of this letter to my attention.

Sincerely,

  
Abtin Mehdizadeh

---

General Provisions Governing Representation

Except as modified by the accompanying engagement letter, the following provisions will apply to the relationship between Hall Booth Smith, P.C. (Firm) and the City of Benton (Client).

1. Fees for services rendered will be based upon the reasonable value of those services, determined in accordance with the American Bar Association and the Arkansas Rules of Professional Conduct. Such fees will be based primarily on our hourly billing rates; billing rates differ, depending generally on the attorney's experience and years of practice, and the Firm adjusts these rates from time to time.
2. The time for which Client will be charged includes, without limitation, telephone and office conferences with Client and counsel, witnesses, consultants, court personnel and others, conferences among our personnel; fact investigation; legal research; responding to requests for us to provide information to Client's auditors; drafting letters, agreements, memoranda, pleadings, briefs and other documents; travel time; waiting time in court; and time in depositions and other discovery proceedings. Time devoted to Client's matters by paralegals is charged at hourly billing rates, which also are subject to adjustment by the Firm from time to time. Subject to mutual agreement with you, other factors may be taken into consideration in determining our fees, including the responsibility assumed, the novelty and difficulty of the legal problem involved, the benefit resulting to the Client and any unforeseen circumstances arising in the course of our representation.
3. In addition to our fees, Client will pay or reimburse our costs and expenses incurred in performing services, such as third-party fees, messenger and delivery services, travel (including mileage, paring, airfare, lodging, meals and ground transportation), court costs, and filing fees. Any expense exceeding \$500.00 will not be paid by our Firm, but will be forwarded to Client for direct payment of that expense. Absent special arrangements, expenses of others, e.g. experts, will not be paid by our Firm and will be the responsibility of Client.
4. From time to time, for your convenience, we may furnish estimates of anticipated fees and costs. These estimates are subject to unforeseen circumstances and, by their nature, are inexact.
5. Fees and expenses will be billed monthly and are payable upon presentation. If you do not receive a bill each month, for a period of time when you know we are performing work on your behalf, you should contact us immediately so any issue can be addressed. We expect prompt payment. We reserve the right to postpone or defer providing additional services or to discontinue our representation if billed amounts are not paid when due. At any time when a bill is more than 30 days old, you can expect that we will begin scrutinizing whether we will provide any more representation.
6. If you have been required to provide payment in advance in the form of a retainer to secure our services, then this retainer will be utilized to satisfy any past

due amounts owed. We reserve the right to retain a possessory lien on any advance monies paid to satisfy unpaid bills.

7. As a Client, you have the right at any time to terminate our services and representation upon written notice to the Firm. However, that termination will not relieve Client of the obligation to pay for all services rendered and expenses incurred on behalf of Client through the date of termination.

8. Upon Client's written request in any format, we shall surrender the Client's original file or a copy of the file, in paper or electronic format, to the Client. Upon written authorization of the Client, we shall surrender such file to the Client's new attorney. We may deliver a statement for costs of production to the Client.

9. We reserve the right to withdraw from our representation if, among other things, Client fails to honor the terms of the engagement letter, fails to cooperate or follow our advice in any material respect, or any fact or circumstance arises which would, in our view, make our continuing representation unlawful or unethical. If we elect to withdraw, Client will take all steps necessary to free us of any obligation to perform further services, including signing any documents necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and expenses incurred on behalf of Client through the date of withdrawal.

10. Client agrees that any dispute concerning our fees and expenses, including payment for fees and expenses, will be brought in the Circuit Court of Pulaski County, Arkansas, or in the United States District Court for the Eastern District of Arkansas, Western Division, in Little Rock, Arkansas. Client specifically agrees to consent to venue and jurisdiction in the Circuit Court of Pulaski County, Arkansas, or in the United States District Court for the Eastern District of Arkansas, Western Division, in Little Rock, Arkansas.

**ACCEPTANCE OF ENGAGEMENT AGREEMENT**

By: \_\_\_\_\_  
Mayor Tom Farmer, with approval from the City Council

\_\_\_\_\_  
Date

**ORDINANCE NO. 52 OF 2023**

**AN ORDINANCE PROVIDING FOR A CONDITIONAL USE FOR A  
SOLAR PANEL FARM LOCATED AT PARCEL #805-22300-007; AND  
FOR OTHER PURPOSES**

**WHEREAS**, an application for a Conditional Use Permit was filed with the Planning Commission of the City of Benton, Arkansas, by Saline County CTE requesting the property at parcel #805-22300-007 be issued a Conditional Use Permit for the purpose of having a Solar Panel Farm in a C3 Service Commercial Zone; and

**WHEREAS**, the Planning Commission ordered a public hearing be held on November 11, 2023, 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 submitted that all adjacent property owners or lessees having been notified of said hearing; and at said hearing, the Planning Commission resolved to approve the application for a Conditional Use Permit; and

**WHEREAS**, the City Council of the City of Benton, Arkansas, has determined that it is in the best interest of the City to grant a Conditional Use Permit to Saline County CTE for having a Solar Panel Farm situated on the property in a C3 Zone. Said conditional use shall be in effect for a Solar Panel Farm and shall run through the life of said structure. The conditional use shall expire when or if said building is no longer usable, is no longer used for solar panels, or no longer exists.

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

**SECTION 1:** Saline County CTE is hereby granted a Conditional Use Permit for having a Solar Panel Farm at the following location:

Parcel Number: 805-22300-007

**SECTION 2:** Said conditional use shall be in effect for a Solar Panel Farm and shall run through the life of said structure. The conditional use shall expire when or if said structure is no longer usable, is no longer used for solar panels, or no longer exists.

**PASSED AND APPROVED**, this \_\_\_\_ day of November, 2023.

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

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

JD Pool



| 11.07.2023                       |          |               |     |    |
|----------------------------------|----------|---------------|-----|----|
| CTE Solar Farm [Conditional Use] |          |               |     |    |
|                                  | Voter    |               | YES | NO |
| 1                                | Member   | Carl West     | X   |    |
| 2                                | Member   | Brett Chumley | X   |    |
| 3                                | Member   | Lois Burks    | X   |    |
| 4                                | Member   | Darrell Wood  | X   |    |
| 5                                | Member   | John Clements | X   |    |
| 6                                | Member   | Pamela Gibson | X   |    |
| 7                                | Chairman | Jim Stilwell  |     |    |
| 8                                | Member   | Mark Chilton  |     |    |
| 9                                | Member   | Andy Warford  | X   |    |

|                      |
|----------------------|
| Nomination           |
| Motion <i>West</i>   |
| Second <i>Gibson</i> |

|            |
|------------|
| Nomination |
| Motion     |
| Second     |

---

**Chelsea Matthews**

**Subject:** DRC Comments for Saline County CTE [Conditional Use]

Good Afternoon,

Below are comments I have received regarding the Conditional Use Application for Saline County CTE for Solar Farm. If project was denied, please address all comments and corrections and resubmit revised plans to the Community Development Office.

Community Development:

- This project has been approved @ DRC.

Electric Department:

- Benton Electric approves ✓

Fire Marshal:

- Fire has no comments. ✓

Street Department:

- Streets/Drainage approves ✓

Wastewater Conveyance Department:

- Wastewater approves. ✓

Water Department:

- Water department approves this request. ✓

City Engineer:

- Approved subject to Stormwater approval of grading and drainage plans for this large parcel. ✓

Please let me know if you need anything else!

CITY OF BENTON  
COMMUNITY DEVELOPMENT DEPARTMENT

Chelsea Matthews  
City Planner  
Phone: (501) 776-5938  
Email: [Chelsea.Matthews@bentonar.org](mailto:Chelsea.Matthews@bentonar.org)



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

MEMORANDUM

TO: James Stilwell  
Planning Commission

FROM: Chelsea Matthews  
City Planner

DATE: 11.07.2023

RE: Saline Solar Farm [Conditional Use]

---

Saline County CTE [property owner] is requesting the approval of a Conditional Use Permit for a property located at Parcel #805-22300-007 [address not assigned]. The intention of this Conditional Use is to be able to have a Solar Panel Farm at this property. The current zoning of this property is C3 [Service Commercial] and a Solar Farm is required due to this type of project not fitting within one of the normal categories of the Zoning Matrix. All requirements, notifications, and fees for this request have been met in accordance with the City of Benton Zoning Ordinance 14 of 2017. City of Benton Staff and Benton Utilities Staff questions and comments have all been addressed and approved and a copy has been provided in the packets for your review.

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

Solar Panel Farm  
#005-22200-007

### Conditional Use Check List

|                                                                                                        |                     |
|--------------------------------------------------------------------------------------------------------|---------------------|
| Cover Memo                                                                                             | UCC<br>Attached     |
| Application                                                                                            | UCC<br>Attached     |
| \$30.00 Fee                                                                                            |                     |
| Vicinity Map [12 Copies, 8.5 x 11" size]                                                               | UCC<br>Attached     |
| Site Plan [12 Copies]                                                                                  | UCC<br>Attached     |
| Address                                                                                                | N/A                 |
| Parcel Number                                                                                          | #005-22200-007      |
| Approved DRC Comments                                                                                  |                     |
| Current Zoning                                                                                         | C-2                 |
| Proposed Use                                                                                           | Solar<br>Panel Farm |
| Allowed by Conditional Use?                                                                            | UCC                 |
| Surrounding Zoning                                                                                     | C-2, C-3            |
| Pertinent Sign [15 Days Prior to Meeting]                                                              | UCC<br>Attached     |
| Notification to all Adjacent Property Owners [15 Days Prior to Meeting]<br>Signed Certified Mail Slips | UCC<br>Attached     |
| Proof of Publication [15 Days Prior to Meeting]                                                        | UCC<br>Attached     |
| City Council Meeting                                                                                   | 11.27.22            |



**City of Benton, AR**  
The heart of Arkansas...

## Conditional Use

### Application & Procedural Requirements

**All below requirements must be met and submitted to Community development within (7) days before the scheduled Planning Commission meeting.**

Applicant's Name Saline County CTC

Address of Subject Property 13600 I-30, Benton, AR 72015

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

Please see attached survey.

Assessor's Parcel Number of Subject Property Please see attached survey.

Zoning District of Subject Property C3

Proposed Use Solar System to provide utility usage savings and educational purposes to the Saline County Career Technical Campus

Please attach vicinity map of the property, 8.5" x 11" 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 Saline County CTC, who is the owner of said property; or that I am the employee or agent of \_\_\_\_\_, 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.

DocuSigned by:

Signed

Scott Kuttner

CCBAF81A447442E...

Address 13600 I-30

City Benton, AR 72015

Phone Number 870-723-8585

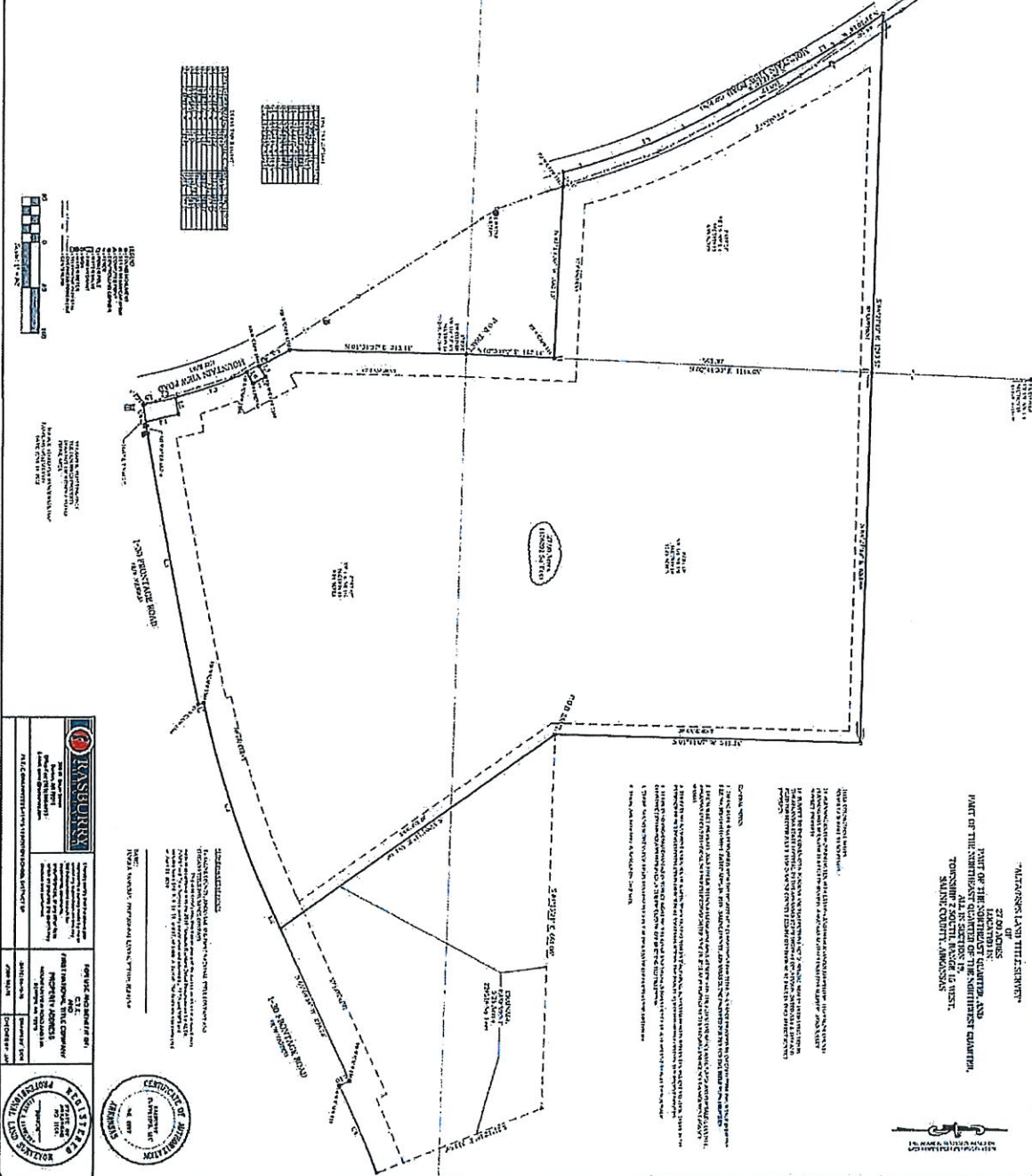
Subscribed and certified to me this 10 day of October, 2023



NOTICE TO THE PUBLIC: This plat is subject to the provisions of the Louisiana Subdivision Act, Act No. 151 of the Acts of 1909, as amended, and the rules and regulations of the Louisiana Department of Transportation and Development, Division of Highways, and the Louisiana Department of Natural Resources, Division of Land Management. The plat is also subject to the provisions of the Louisiana Subdivision Act, Act No. 151 of the Acts of 1909, as amended, and the rules and regulations of the Louisiana Department of Transportation and Development, Division of Highways, and the Louisiana Department of Natural Resources, Division of Land Management.



|                    |             |
|--------------------|-------------|
| Surveyor General   | J. B. Jones |
| Commission No.     | 12345       |
| Commission Expires | 12/31/2025  |
| Parish             | St. Louis   |
| State              | Louisiana   |



**PLAT OF THE SOUTHEAST QUARTER, AND PART OF THE NORTHWEST QUARTER, OF THE NORTHWEST QUARTER, TOWNSHIP 2 SOUTH, RANGE 16 WEST, SALINE COUNTY, ARKANSAS**

**CERTIFICATE OF SURVEY**  
I, J. B. Jones, Surveyor General, do hereby certify that the foregoing plat is a true and correct copy of the original plat on file in my office, and that the same has been duly recorded in the public records of the State of Louisiana, and that the same is subject to the provisions of the Louisiana Subdivision Act, Act No. 151 of the Acts of 1909, as amended, and the rules and regulations of the Louisiana Department of Transportation and Development, Division of Highways, and the Louisiana Department of Natural Resources, Division of Land Management.

# Solar Panel Farm



County Disclaimer: This map was created by the City of Benton and in accordance with Arkansas Code 15-21-502 (2) (B), which states, "The digital cadastre manages and provides access to cadastral information. The digital cadastre does not represent legal property boundary descriptions, nor is it suitable for boundary determination of the individual parcels included in the cadastre. Arkansas Code 15-21-502 (6) indicates that 'Digital cadastre' 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 City of Benton is in no way responsible for or liable for any misrepresentation or re-use of this map."



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

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**Benton, AR 72019** **ALL USE**

**Postmark Here**  
**LE ROCK, AR 72114**  
**OCT 20 2023**  
**10/20/2023**

|                                                              |        |
|--------------------------------------------------------------|--------|
| Certified Mail Fee                                           | \$4.35 |
| Extra Services & Fees (check box, add fee as appropriate)    | \$3.56 |
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$     |
| <input type="checkbox"/> Return Receipt (electronic)         | \$     |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$     |
| <input type="checkbox"/> Adult Signature Required            | \$     |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$     |

|                        |        |
|------------------------|--------|
| Postage                | \$0.66 |
| Total Postage and Fees | \$3.56 |

Sent To **JR & Jackie Dawson** **USPS**  
 Street and Apt. No., or PO Box No. **311 Mountain View Rd**  
 City, State, ZIP+4® **Benton, AR 72019**

20 1911 5577 0225 0720 6856

# U.S. Postal Service<sup>TM</sup>

## CERTIFIED MAIL<sup>®</sup> RECEIPT

Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

Certified Mail Fee \$4.35

- Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) \$3.55
  - ☐ Return Receipt (electronic) \$0.00
  - ☐ Certified Mail Restricted Delivery \$0.00
  - ☐ Adult Signature Required \$0.00
  - ☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.66

Total Postage and Fees \$0.66

Sent To

Mike Carter

Street and Apt. No., or PO Box No.

23111 I-30 South

City, State, ZIP+4<sup>®</sup>

Bryant, AR 72022

*Bryant*

USPS

TITLE ROCK, AR 72114

Postmark  
Here

OCT 20 2023

10/20/2023

05 0517 5577 0225 0720 6855

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

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

04/20/2019 10:45 AM USE

Certified Mail Fee \$4.35

- Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) \$3.55
  - ☐ Return Receipt (electronic) \$0.00
  - ☐ Certified Mail Restricted Delivery \$0.00
  - ☐ Adult Signature Required \$0.00
  - ☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.66

Total Postage and Fees \$1.31

Sent To

Clinton & Clayton Hass & Vickie Applegate  
Street and Apt. No., or PO Box No.

232 Mountain View Rd  
City, State, ZIP+4®

Benton AR 72019

POST OFFICE BOX 72114

Postmark

Here

OCT 20 2023

10/20/2023

USPS

# U.S. Postal Service<sup>TM</sup>

## CERTIFIED MAIL<sup>®</sup> RECEIPT

Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)<sup>®</sup>.

Benton AR 72114 SPECIAL USE

Certified Mail Fee \$4.35

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

|                                                              |    |        |
|--------------------------------------------------------------|----|--------|
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ | \$1.00 |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ | \$0.00 |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ | \$0.00 |
| <input type="checkbox"/> Adult Signature Required            | \$ | \$0.00 |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ | \$0.00 |

Postage \$0.66

Total Postage and Fees \$0.56

Postmark Here  
OCT 20 2023  
10/20/2023  
TILE ROCK, AR 72114

USPS

Sent To

Saline County

Street and Apt. No., or PO Box No.

200 N Main St Suite 117

City, State, ZIP+4<sup>®</sup>

Benton AR 72015

PS Form 3800 January 2002 PSN 7530-02-000-9047 See Reverse for Instructions

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

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**Benton, AR 72118**

**U.S.F.**

Certified Mail Fee

**\$4.35**

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

**\$0.66**

Total Postage and Fees

**\$3.56**

Sent To

**Benton School District**

Street and Apt. No., or PO Box No.

**PO Box 939**

City, State, ZIP+4®

**Benton, AR 72018**

Postmark

Here

**OCT 20 2023**

**10/20/2023**

**USPS**

**0114 AR 72114**

22 0957 5577 0225 0720 6857

# U.S. Postal Service<sup>TM</sup>

## CERTIFIED MAIL<sup>®</sup> RECEIPT

Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)<sup>®</sup>.

**Benton, AR 72114** **USPS**

Certified Mail Fee **\$4.35**

- Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) \$ **\$3.55**
  - ☐ Return Receipt (electronic) \$ **\$0.00**
  - ☐ Certified Mail Restricted Delivery \$ **\$0.00**
  - ☐ Adult Signature Required \$ **\$0.00**
  - ☐ Adult Signature Restricted Delivery \$ **\$0.00**

Postage **\$0.66**

Total Postage and Fees  
**\$3.55**

Sent To

**Michael Corker**

Street and Apt. No., or PO Box No.

**361 Mountain View Rd**

City, State, ZIP+4<sup>®</sup>

**Benton, AR 72019**

0114

**NORTH LITTLE ROCK, AR 72114**

Postmark  
Here

**OCT 20 2023**

**10/20/2023**

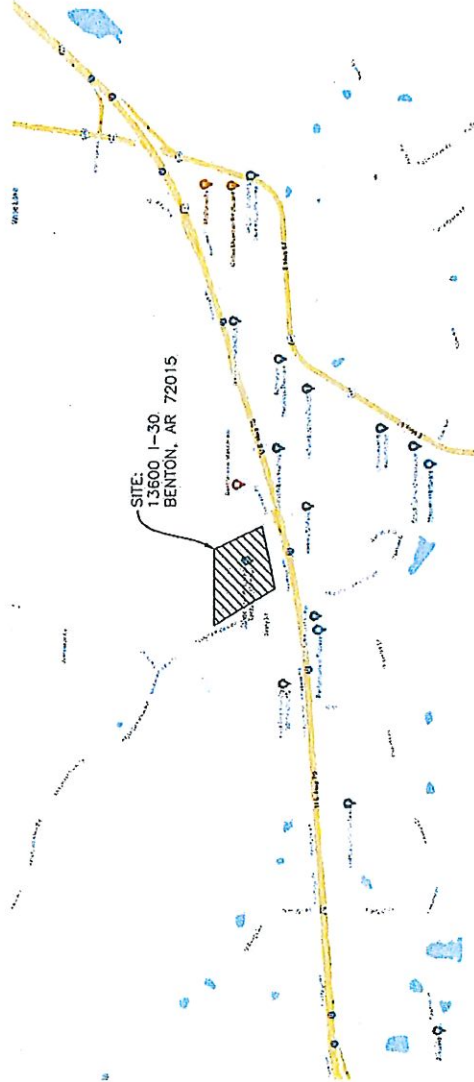
**USPS**

This Property is Subject To  
Conditional Use Consideration by  
the Planning & Zoning Commission  
On \_\_\_\_\_ At \_\_\_\_\_  
City of Benton

# SALINE COUNTY CTE

## 423.00KWDC PHOTOVOLTAIC INSTALLATION

13600 I-30  
BENTON, AR 72015



| SCOPE OF WORK                                                                                                                                                                                                                                           | PROJECT DEVELOPER                                                                     | RACKING ENGINEERING                                                                        | ELECTRICAL ENGINEERING                                                                            | DRAWN                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| THE PROJECT IS TO INSTALL A PV SYSTEM ON THE EXISTING ROOF AND ASSOCIATED POWER CONDITIONING EQUIPMENT. SYSTEM WILL BE INTERCONNECTED TO THE ELECTRIC UTILITY GRID PER THE REQUIREMENTS OF THE ELECTRIC UTILITY COMPANY AND ALL APPLICABLE LOCAL CODES. | SEA SOLAR<br>13600 I-30<br>BENTON, AR 72015<br>P: (501) 378-7295<br>INFO@SEASOLAR.COM | DMC SOLAR, LLC<br>13600 I-30<br>BENTON, AR 72015<br>P: (501) 378-7295<br>WWW.DMCOSOLAR.COM | McCALMONT ENGINEERING<br>13600 I-30<br>BENTON, AR 72015<br>P: (501) 378-7295<br>WWW.MCCALMONT.NET | SALINE COUNTY CTE<br>13600 I-30<br>BENTON, AR 72015 |

### SYSTEM SPECIFICATIONS

MODULE - JINKO SOLAR-JKM470M-7RL3-TV  
(1500V TYPE 1)

TOTAL MODULE COUNT  
920  
470W  
423.00KWDC

RACKING TYPE (CLASS 1)

GROUND MOUNT

INVERTER - CPS-SCH100KTL-DO/US-480  
(1500V, FUNCTIONALLY GROUNDED)

TOTAL INVERTER COUNT  
3

DESIGN CRITERIA

COLD DESIGN TEMPERATURE  
-11° C  
HOT DESIGN TEMPERATURE  
36° C

APPLICABLE CODES

NATIONAL ELECTRICAL CODE (NEC) 2020  
ARKANSAS FIRE PREVENTION CODE - VOLUME I - BUILDING (APFC) 2021  
ARKANSAS FIRE PREVENTION CODE - VOLUME II - FIRE (APFC) 2021

### SHEET INDEX

CS-000 COVER SHEET  
E-000 SYMBOLS, ABBREVIATIONS, & SPECIFICATIONS  
E-001 ELECTRICAL CALCULATIONS & SPEC SHEETS #1  
E-002 ELECTRICAL CALCULATIONS & SPEC SHEETS #2  
E-003 ELECTRICAL CALCULATIONS & SPEC SHEETS #3  
E-101 SITE PLAN  
E-501 PV SOURCE CIRCUIT LAYOUT  
E-502 TRENCH AND CONDUIT ROUTE DETAIL  
E-503 EQUIPMENT DETAILS  
E-511 ARRAY GROUNDING DETAILS  
E-601 SINGLE LINE DIAGRAM  
E-601 LAYOUTS AND BARRIERS



COVER SHEET  
13600 I-30  
BENTON, AR 72015

SALINE COUNTY CTE  
13600 I-30  
BENTON, AR 72015  
P: (501) 378-7295  
WWW.MCCALMONT.NET



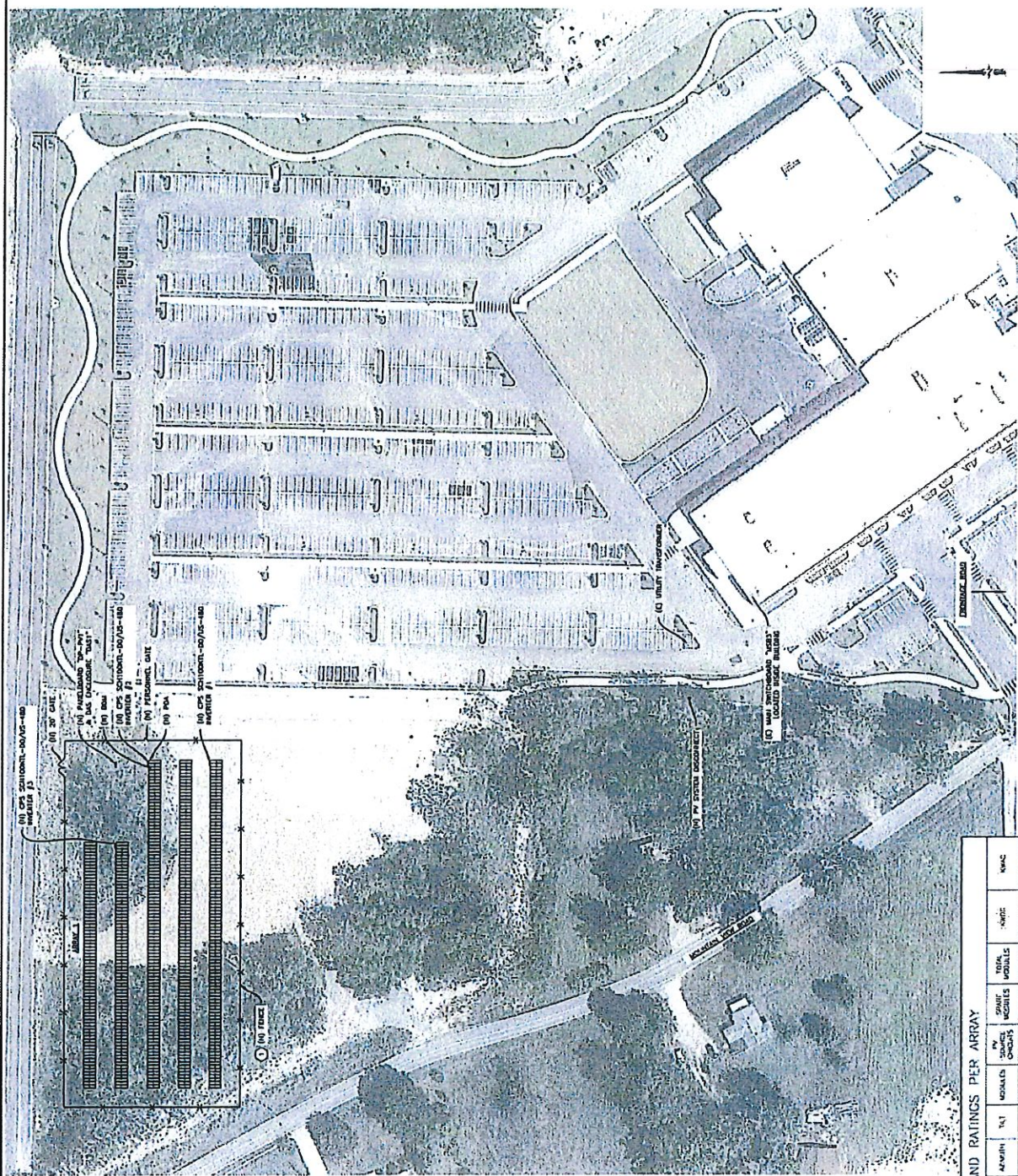
CS-000











01 SITE PLAN

0° 50' 0" 100' 0"

SCALE: 1" = 50' 0"

## GENERAL NOTES

- (100) JAWO SOLAR 300470N-76L3-1V 470# MODULES.  
(3) CUS SONGKRI-DO/AS-480 INVERTERS  
MOTOR RACKING IS ONCO FORCE FACT 1:1.  
CONNECTION TO ENGINE THAT THE PHOTOVOLTAIC ARRAY AND  
ASSOCIATED EQUIPMENT MEET THE CODE.  
REFERENCE STRUCTURAL DRAWINGS FOR ARRAY DIMENSIONS.

## KEYNOTES

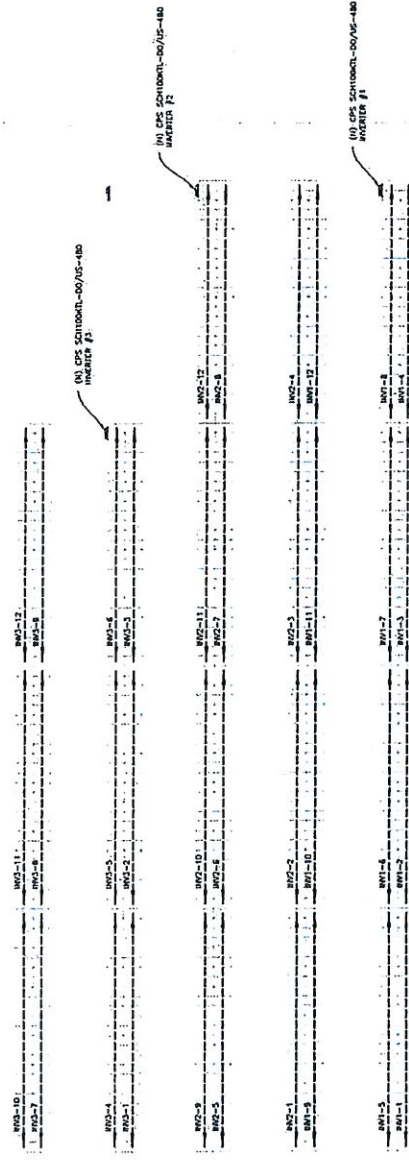
- A FENCE SURROUNDING THE TV AIRWAY SHALL BE PROVIDED WITH ANE ART 310.31. THE FENCE SHALL NOT BE LESS THAN 7 FEET IN HEIGHT ON A COMBINATION OF 6 FEET ON WOOD, FENCE TAILING PLUS A 1 FOOT ON MCMC EXTENSION UTILIZING THREE (3) WOOD STAKES OF 40MMID W/HC ON EACH LINE. COMBINATION TO ADD A LOCKABLE GATE OF SIMILAR CONSTRUCTION.

[illegible]

NOTES: THE DESIGN SHOULD NOT INCLUDE ALL TECHNICAL DRAWINGS, DIMENSIONS AND DETAILS ARE NECESSARY AND SHOULD BE COMPLETED ON TRANSPARENTLY (PAPER), IN WHOLE OR IN PART, WITHOUT THE ASSISTANCE OF MECHANICAL ENGINEERING.

# GENERAL NOTES

1. WORKER PER PV SOURCE CIRCUIT - 1000 FOR CONDUIT, TRAYS, AND WIRING. THIS PRICE INCLUDES ALL MATERIALS AND LABOR, AS WELL AS ALL NECESSARY PERMITS AND INSURANCE. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
2. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
3. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
4. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
5. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
6. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
7. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
8. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
9. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
10. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.



01 PV SOURCE CIRCUIT LAYOUT

SCALE: 1" = 20'-0"

NOTES: THE DESIGN SHOWN AND DESCRIBED HERE #USING ALL TECHNICAL STANDARDS, CODES AND SPECIFICATIONS AND SHALL BE THE RESPONSIBILITY OF THE DESIGNER. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.

**McAlmont Engineering**  
10000 McAlmont Drive  
San Diego, CA 92121  
(619) 594-1000  
www.mcalmont.com

**sealsolar**  
10000 McAlmont Drive  
San Diego, CA 92121  
(619) 594-1000  
www.sealsolar.com

**McAlmont Engineering**  
10000 McAlmont Drive  
San Diego, CA 92121  
(619) 594-1000  
www.mcalmont.com

**McAlmont Engineering**  
10000 McAlmont Drive  
San Diego, CA 92121  
(619) 594-1000  
www.mcalmont.com

**McAlmont Engineering**  
10000 McAlmont Drive  
San Diego, CA 92121  
(619) 594-1000  
www.mcalmont.com

**McAlmont Engineering**  
10000 McAlmont Drive  
San Diego, CA 92121  
(619) 594-1000  
www.mcalmont.com



# GENERAL NOTES

1. SEE SECTION 1 OF SPECIFICATIONS FOR ALL OTHER CONDUIT TYPES AND SIZES, AS WELL AS WHEN EXPANSION JOINTS ARE REQUIRED.
2. ALL CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) STANDARDS.
3. CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) STANDARDS.
4. CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) STANDARDS.
5. CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) STANDARDS.
6. CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) STANDARDS.

**Mecalmont Engineering**  
 1000 S. 10th Street  
 Suite 100  
 Tempe, AZ 85281  
 (480) 831-1400  
 www.mecalmont.com

| NO. | DATE       | DESCRIPTION              |
|-----|------------|--------------------------|
| 1   | 10/12/2011 | REVISED PER A/E COMMENTS |
| 2   | 10/12/2011 | REVISED PER A/E COMMENTS |
| 3   | 10/12/2011 | REVISED PER A/E COMMENTS |
| 4   | 10/12/2011 | REVISED PER A/E COMMENTS |
| 5   | 10/12/2011 | REVISED PER A/E COMMENTS |
| 6   | 10/12/2011 | REVISED PER A/E COMMENTS |

**sealsolar**  
 1000 S. 10th Street  
 Suite 100  
 Tempe, AZ 85281  
 (480) 831-1400  
 www.sealsolar.com

**EQUIPMENT DETAILS**  
 1000 S. 10th Street  
 Suite 100  
 Tempe, AZ 85281  
 (480) 831-1400  
 www.sealsolar.com

**SALINE COUNTY CTE**  
 1000 S. 10th Street  
 Suite 100  
 Tempe, AZ 85281  
 (480) 831-1400  
 www.sealsolar.com

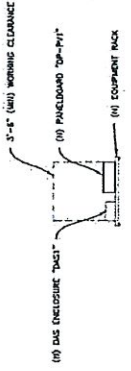


E-503

SCALE: 1/4" = 1'-0"



EQUIPMENT DETAIL #2  
 SCALE: AS NOTED



EQUIPMENT DETAIL #1  
 SCALE: AS NOTED

## 03 EQUIPMENT DETAILS

FENCE GATE GROUND DETAIL

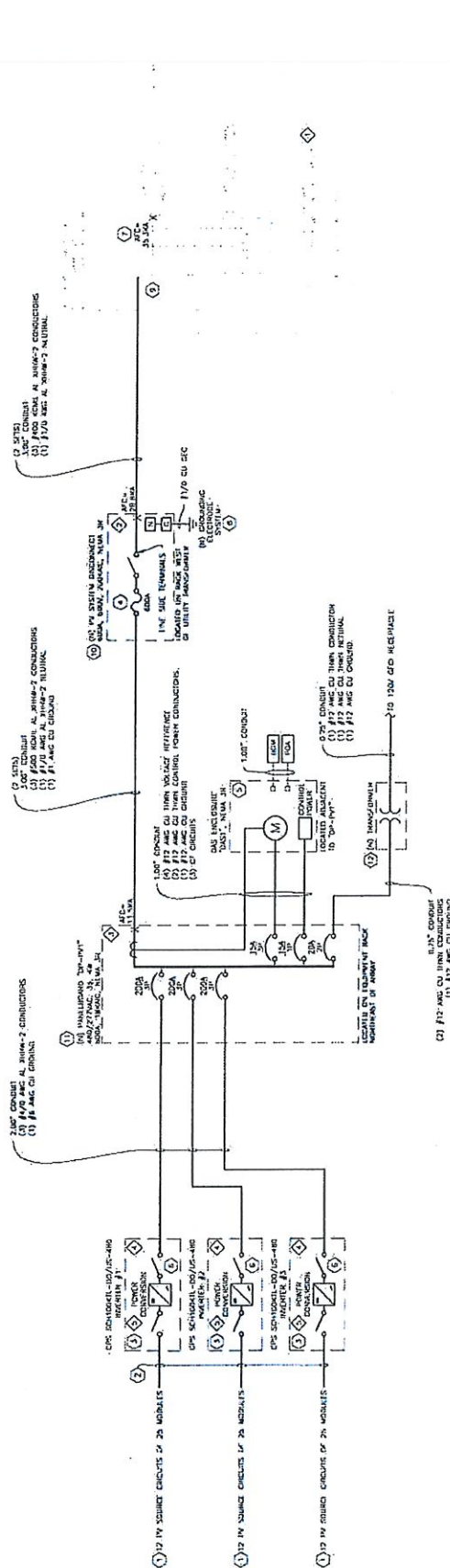


Saline County Ct

13600 1-35  
H24N20, AR 12015



McAlmont Engineering



## KEYNOTES:

- [illegible]

## GENERAL NOTES

- [illegible]

③ SINGLE LINE DIAGRAM

2011-12

| SYSTEM SUMMARY          |            |
|-------------------------|------------|
| MODAL VARIABLES         | 3000       |
| MODAL POWER             | 470W       |
| MODAL P1 DC SYSTEM SW/L | 423.00K6DC |
| MODAL P1 AC SYSTEM SW/L | 300.00K6AC |

### LEGEND

- IDENTIFICATION

NOTICE: THE DESIGNS SHOWN AND DISCLOSED HERE INCLUDING ALL TECHNICAL CHARACTERS, CHARACTERS AND MOTIFS ARE PROPRIETARY AND CANNOT BE REPRODUCED OR COMMERCIALLY EXPLOITED, IN WHOLE OR IN PART, WITHOUT THE EXPRESS WRITTEN PERMISSION OF UCCORUMMI TECHNOLOGIES.

**CAUTION: LABELS**  
ALL LABELS SHALL BE WEATHER RESISTANT, DURABLE FOR THE  
ENVIRONMENT, RESISTING ALL WEATHERING, WHITE PLYWOOD AND  
WOOD 3/8" LITTLE MORE.

CAUTION: VILAY LITING SYSTEM® LAMP PLACES ANNUITY TO MANY OTHERS. DISCONTINUE

"MARKING: FOLLOW THE POWER SOURCE." LABELS ON THE RACKWAYS AND EQUIPMENT. PLACE THESE LABELS EVERY 10 FT. AND ON CHANGES IN DIRECTION.

## EQUIPMENT INFORMATION AND LOCATION

1. MAIN SWITCHBOARD "MSB1"
2. IN SYSTEM DISCONNECT
3. MAINBOARD "DP-101"
4. INTERLOCKS #1-#3
5. COUNTER INDEX #1-#3
6. GATE ACCESS POINT

NOVEL  
PLACES SHALL HAVE LETTERS INSCRIBED ON A METAL OR  
PAPER PLATE. PLATES SHALL HAVE A RED BACKGROUND  
WITH GREEN INSCRIBED LETTERING. ATTACH PLATE USING  
GREEN DATED ADHESIVE ON BOTH SIDES OF SIGN. NOVEL  
LANGUAGE INSCRIBED. 40X60  
UNLESS OTHERWISE SPECIFIED ALL LETTERING HEIGHT FOR  
TABLES AND BARS SHALL BE 3/16" HIGH FONT TYPE TO BE  
ANAL

**WARNING**

**- ELECTRIC SHOCK HAZARD -  
DO NOT TOUCH TERMINALS  
TERMINALS ON BOTH LINE AND LOAD SIDES MAY  
BE ENERGIZED IN THE OPEN POSITION**

**MAXIMUM SYSTEM VOLTAGE 1434VDC**

EQUIPMENT IS CONNECTED TO THE SUPPLY  
SIDE OF THE SERVICE DISCONNECT

**SYSTEM DISCONNECT IS CONNECTED TO THE  
PLY SIDE OF THE SERVICE DISCONNECTING  
FOLLOW LOCKOUT/TAAGOUT PROCEDURE  
PRIOR TO WORKING ON THIS DEVICE.**

## 2ND SOURCE IS A PHOTOVOLTAIC SYSTEM

MAXIMUM AC OPERATING CURRENT 380A  
OPERATING VOLTAGE 480VAC

**PHOTOVOLTAIC SYSTEM CIRCUITS ONLY  
NO ADDITIONAL CIRCUITS ALLOWED**

BACKFED BREAKER IN PANELBOARD  
"DP-PV1" LOCATED SOUTH OF ARRAY

**Maximum available  
fault current \_\_\_\_\_  
amps \_\_\_\_\_**

CONTRACT NO. 68-1-200-1, 5" X 35"  
CONTRACTOR SHALL FILL IN AVAILABLE FAULT CURRENT (AFC)  
VALUES FOR EACH PARTIAL LOAD, SWITCHING AND SWITCHING,  
SPEC VALUES SHOWN ON SINGLE LINE DIAGRAM(S)

**Arc Flash Hazard.  
Appropriate PPE Required.  
Failure To Comply Can Result in Death or Injury.  
Refer to NFPA 70 E**

516761 JUNE

**HIGH VOLTAGE  
AUTHORIZED  
PERSONNEL ONLY**

PROJECT #125095 - DANGLE HIGH VOLTAGE  
PLACE THIS LABEL AT EACH ENTRANCE TO THE ARRAY FIELD

POWER TO THIS FACILITY IS ALSO SUPPLIED FROM THE FOLLOWING SOURCES WITH DISCONNECTS LOCATED AS SHOWN:

**PHOTOVOLTAG ARRAY,  
LOCATED ON GROUND MOUNT**

UNTIL IT'S MEETING

**PV SYSTEM DISCONNECT**

FRONTAGE ROAD

**MAPS:** LOCATED OUTDOORS SHALL BE ENLARGED ILLUSTRATIONS ON PLASTIC IN AQUEOUS MOUNTED PRINTS. MAPS SHALL HAVE A PAD UNDERNEATH WITH WEAR LETTERING AND ATTACH USING A SUITABLE ADHESIVE ON THE REVERSE OF SHEETS WHILE MAINTAINING EXACT SCALE RATIO.

1-1 JUNE 1964

NOTICE: THE DESIGN SHOWN AND DESCRIBED HERE INCLUDING ALL TECHNICAL INVENTIONS, CLAIMS AND WORDS ARE PROHIBITARY AND CANNOT BE COPIED, IMITATED OR COMMERCIALLY EXPLOITED, IN WHOLE OR IN PART, WITHOUT THE EXPRESS WRITTEN PERMISSION OF MCGRAW HILL/INTELLECT.

## Details

For service of process contact the [Secretary of State's office](#).

LLC Member information is now confidential per Act 865 of 2007

For access to our corporations bulk data download service [click here](#).

Corporation Name  
FAM INVESTMENTS LLC

Fictitious Names  
—

Filing #  
811262992

Filing Type  
Limited Liability Company

Filed Under Act  
Domestic LLC; 1003 of 1993

Status  
Good Standing

Principal Address  
15600 HARTFORD ST LITTLE ROCK, AR 72223

Reg. Agent  
SAHIL HAMEERANI

Agent Address  
15600 HARTFORD ST LITTLE ROCK, AR 72223

Date Filed  
08/31/2020

Officers  
SANIYA HAMIRANI, Incorporator/Organizer  
SAHIL HAMEERANI, Incorporator/Organizer  
SALMA HAMIRANI, Incorporator/Organizer

Foreign Name  
N/A

Foreign Address

FP

Notice is hereby given that he

## Affidavit of Publication

STATE OF ARKANSAS }  
COUNTY OF SALINE }

SS

, being duly sworn, says:

That she is Kristi Finley of the The Saline Courier, a daily newspaper of general circulation, printed and published in Benton, Saline County, Arkansas; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

October 24, 2023

Notice is hereby given that hearing will be held by the Planning Commission of the City of Benton, AR on the 7th day of November, 2023 at 6:00PM at 114 South East Street on the petition of Saline County Career Technical Center for seeking a Conditional Use to operate a solar array within a C3 zone at 13600 I-30, Benton, AR 72015 on the following lands to wit: "THAT PART OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 19, TOWNSHIP 2 SOUTH, RANGE 15 WEST, SALINE COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 19; THENCE NORTH 02°39'02" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 157.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°19'30" WEST LEAVING SAID WEST LINE A DISTANCE OF 330.13 FEET TO A POINT IN THE CENTER OF MOUNTAIN VIEW ROAD; THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES: NORTHWESTERLY ALONG SAID CENTERLINE ALONG A CURVE A DISTANCE OF 315.60 FEET, CONCAVE WESTERLY, HAVING A RADIUS OF 1137.85 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 22°03'34" WEST, HAVING A CHORD LENGTH OF 314.59 FEET; THENCE NORTH 28°23'24" WEST A DISTANCE OF 180.12 FEET; THENCE NORTH 30°44'11" WEST A DISTANCE OF 68.56 FEET; THENCE NORTH 34°10'14" WEST A DISTANCE OF 88.16 FEET; THENCE SOUTH 88°27'49" EAST LEAVING SAID CENTERLINE A DISTANCE OF 635.89 FEET; THENCE SOUTH 02°44'30" WEST A DISTANCE OF 563.30 FEET TO THE POINT OF BEGINNING." In the City of Benton, Saline County, Arkansas.

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

  
Kristi Finley

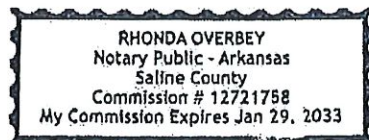
Subscribed to and sworn to me this 24th day of October 2023.

  
Rhonda Overbey, Notary, Saline County, Arkansas

My commission expires: January 29, 2033

01121097 00166805

Anna Stearns  
Seal Solar (28)  
10 W. Broadway Street  
Suite 100  
North Little Rock, AR 72114



**ORDINANCE NO. 52 OF 2023**

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN LANDS BY EMINENT DOMAIN OWNED BY CARTER ISAAC FREEMAN JR. LIVING TRUST, FOR THE CONGO ROAD AND SHENANDOAH ROAD INTERSECTION IMPROVEMENTS; AND FOR OTHER PURPOSES**

**WHEREAS**, the City Council of the City of Benton, Arkansas, has determined that it is in the best interest of the City to acquire by exercise of the power of eminent domain certain easements that are necessary for the completion of the Congo Road and Shenandoah Road Intersection Improvements ("Project"); and

**WHEREAS**, the purpose of the Project is to construct a new intersection design at Congo Road and Shenandoah Road, which requires the relocation of utilities and drainage; and

**WHEREAS**, after diligent effort to contact and negotiate with the owner, the Carter Isaac Freeman Jr. Living Trust, no agreement has been reached and obtaining the subject easements are necessary to continue with the Project; and

**WHEREAS**, the City Council wishes to authorize and approve the acquisition of the easements to allow for the completion of the Project.

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

**SECTION 1:** The City Council should, and does hereby, authorize and direct that the City acquire by exercise of the power of eminent domain the property necessary for the completion of the Project from the owner of and over and upon the lands described as follows:

Carter Isaac Freeman Jr. Living Trust  
Parcel #805-14195-00  
Benton, AR 72019

**SECTION 2:** Said proposed permanent utility easements consist of approximately .15 acre or 6,366.88SF and is described in the attached Exhibit 1. The City has caused an appraisal of the value of said easements to be performed. A copy of the appraisal is attached hereto as Exhibit 2.

**SECTION 3:** The City shall pay for the taking of the easements such sums as may be determined by the courts to be the fair market value of the interests in the lands taken by the City pursuant to this Ordinance, and shall further pay such court filing fees, service costs, appraisal fees, and related costs as may be necessary for the accomplishment of the purposes of this Ordinance.

**SECTION 4:** The Mayor and City Attorney are authorized and directed to take such actions as may be necessary or convenient to accomplish the purposes of this Ordinance.

**PASSED and APPROVED** this \_\_\_\_ day of November, 2023.

---

Tom Farmer, Mayor

---

Cindy Stracener, City Clerk



# CITY OF BENTON

BENTON, ARKANSAS



**Tom Farmer**  
MAYOR

October 9, 2023

Carter Isaac Freeman Jr Living Trust  
P. O. Box 17726  
North Little Rock, AR 72219

Re: Job 061717 Congo Rd. and Shenandoah Rd. Intersection Improvements  
Parcel #805-14195-00

To whom it may concern,

This letter is in regard to the property you own on Congo Rd. in the City of Benton, AR. The City of Benton is working on a new intersection design at Congo Rd. and Shenandoah Rd. The proposed intersection will require the acquisition of a portion of this property, as well as permanent easements for the relocation and maintenance of utilities and drainage.

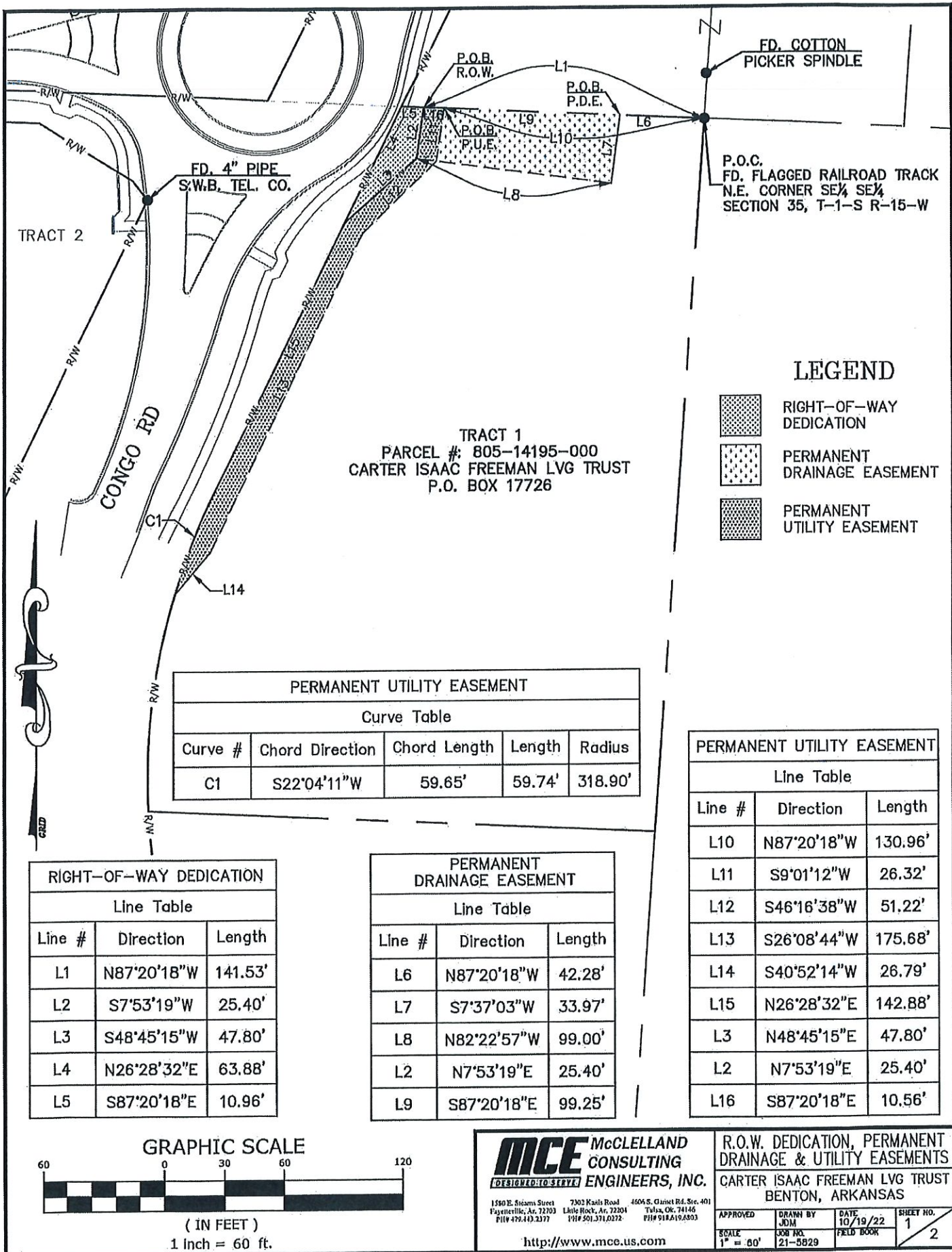
The property details are enclosed in this letter for your review. The City requires that you sign off on the Proposed Right of Way, Permanent Drainage Easement, and Permanent Utility Easement to move forward with the project.

The City has appraised the property acquisition to be \$500.00. Please get in contact with the City Attorney Baxter Drennon to complete negotiations by calling 501-315-6008 or email [baxter.drennon@bentonar.org](mailto:baxter.drennon@bentonar.org).

Your prompt response in this matter is much appreciated.

Sincerely,

  
Honorable Tom Farmer  
Mayor, City of Benton



#### RIGHT-OF-WAY DEDICATION

A RIGHT-OF-WAY DEDICATION LOCATED IN SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 15 WEST, SALINE COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SAID CORNER BEING MARKED BY A FOUND PIECE OF RAILROAD TRACK, THENCE ALONG THE NORTH LINE THEREOF N87°20'18"W 141.53' TO THE POINT OF BEGINNING; THENCE LEAVING NORTH LINE S7°53'19"W 25.40'; THENCE S48°45'15"W 47.80' TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY OF CONGO ROAD; THENCE ALONG SAID EXISTING EAST RIGHT-OF-WAY, N26°28'32"E 63.88' TO THE POINT OF INTERSECTION WITH SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE ALONG SAID NORTH LINE S87°20'18"E 10.96' TO THE POINT OF BEGINNING CONTAINING 0.02 ACRES (717.41 SQUARE FEET) MORE OR LESS.

#### PERMANENT DRAINAGE EASEMENT

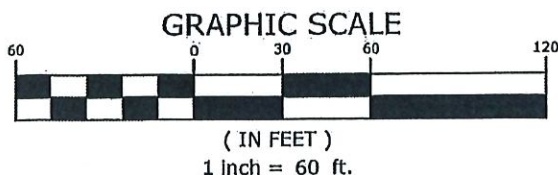
A PERMANENT DRAINAGE EASEMENT LOCATED IN SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 15 WEST, SALINE COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SAID CORNER BEING MARKED BY A FOUND PIECE OF RAILROAD TRACK, THENCE ALONG THE NORTH LINE THEREOF N87°20'18"W 42.28' TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE S7°37'03"W 33.97' TO A POINT; THENCE N82°22'57"W 99.00' TO A POINT; THENCE N7°53'19"E 25.40' TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE ALONG SAID NORTH LINE S87°20'18"E 99.25' TO THE POINT OF BEGINNING CONTAINING 0.07 ACRES (2,936.71 SQUARE FEET) MORE OR LESS.

#### PERMANENT UTILITY EASEMENT

A PERMANENT UTILITY EASEMENT LOCATED IN SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 15 WEST, SALINE COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SAID CORNER BEING MARKED BY A FOUND PIECE OF RAILROAD TRACK, THENCE ALONG THE NORTH LINE THEREOF N87°20'18"W 130.96' TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE S9°01'12"W 26.32' TO A POINT; THENCE S46°16'38"W 51.22' TO A POINT; THENCE S26°08'44"W 175.68' TO A POINT; THENCE S40°52'14"W 26.79' TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY OF CONGO ROAD; THENCE ALONG SAID EXISTING EAST RIGHT-OF-WAY, ALONG A CURVE TO THE RIGHT 59.74' HAVING A RADIUS OF 318.90' & A CHORD BEARING & DISTANCE OF N22°04'11"E 59.65' TO A POINT; THENCE CONTINUING ALONG SAID EXISTING EAST RIGHT-OF-WAY N26°28'32"E 142.88' TO A POINT; THENCE LEAVING SAID EXISTING EAST RIGHT-OF-WAY N48°45'15"E 47.80' TO A POINT; THENCE N7°53'19"E 25.40' TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE ALONG SAID NORTH LINE S87°20'18"E 10.56' TO THE POINT OF BEGINNING CONTAINING 0.06 ACRES (2,712.76 SQUARE FEET) MORE OR LESS.



|                                                                                                                                                                                                                                                                                                                                                   |          |                                                                      |           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------------------------------------------------------------|-----------|
| <b>MCE McCLELLAND CONSULTING ENGINEERS, INC.</b><br><small>DESIGNED TO SERVE</small><br>1350 E. Stearns Street Fayetteville, Ar. 72703 PH# 479.443.1377<br>2903 Knolls Road Little Rock, Ar. 72204 PH# 501.371.0272<br>4605 S. Clover Rd. Ste. 401 Tulsa, OK. 74146 PH# 918.619.6503<br><a href="http://www.mce.us.com">http://www.mce.us.com</a> |          | <b>R.O.W. DEDICATION, PERMANENT DRAINAGE &amp; UTILITY EASEMENTS</b> |           |
|                                                                                                                                                                                                                                                                                                                                                   |          | <b>CARTER ISAAC FREEMAN LVG TRUST<br/>BENTON, ARKANSAS</b>           |           |
| APPROVED                                                                                                                                                                                                                                                                                                                                          | DRAWN BY | DATE                                                                 | SHEET NO. |
| SCALE                                                                                                                                                                                                                                                                                                                                             | JDM      | 10/19/22                                                             | 2         |
| 1" = 60'                                                                                                                                                                                                                                                                                                                                          | 21-5829  | FIELD BOOK                                                           | 2         |

**ORDINANCE NO. 53 OF 2023**

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN LANDS BY EMINENT DOMAIN OWNED BY CARTER ISAAC FREEMAN JR. LIVING TRUST, FOR THE CONGO ROAD AND SHENANDOAH ROAD INTERSECTION IMPROVEMENTS; AND FOR OTHER PURPOSES**

**WHEREAS**, the City Council of the City of Benton, Arkansas, has determined that it is in the best interest of the City to acquire by exercise of the power of eminent domain certain easements that are necessary for the completion of the Congo Road and Shenandoah Road Intersection Improvements ("Project"); and

**WHEREAS**, the purpose of the Project is to construct a new intersection design at Congo Road and Shenandoah Road, which requires the relocation of utilities and drainage; and

**WHEREAS**, after diligent effort to contact and negotiate with the owner, the Carter Isaac Freeman Jr. Living Trust, no agreement has been reached and obtaining the subject easements are necessary to continue with the Project; and

**WHEREAS**, the City Council wishes to authorize and approve the acquisition of the easements to allow for the completion of the Project.

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

**SECTION 1:** The City Council should, and does hereby, authorize and direct that the City acquire by exercise of the power of eminent domain the property necessary for the completion of the Project from the owner of and over and upon the lands described as follows:

Carter Isaac Freeman Jr. Living Trust  
Parcel #805-14195-00  
Benton, AR 72019

**SECTION 2:** Said proposed permanent utility easements consist of approximately .15 acre or 6,366.88SF and is described in the attached Exhibit 1. The City has caused an appraisal of the value of said easements to be performed. A copy of the appraisal is attached hereto as Exhibit 2.

**SECTION 3:** The City shall pay for the taking of the easements such sums as may be determined by the courts to be the fair market value of the interests in the lands taken by the City pursuant to this Ordinance, and shall further pay such court filing fees, service costs, appraisal fees, and related costs as may be necessary for the accomplishment of the purposes of this Ordinance.

**SECTION 4:** The Mayor and City Attorney are authorized and directed to take such actions as may be necessary or convenient to accomplish the purposes of this Ordinance.

**PASSED and APPROVED** this \_\_\_\_ day of November, 2023.

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

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

**ORDINANCE NO. 54 OF 2023**

**AN ORDINANCE ACCEPTING THE PUBLIC STREETS,  
UTILITIES, AND STORM DRAINAGE FOR MAINTENANCE  
WITHIN PHASE 1, SEVERN LANDING SUBDIVISION; AND FOR  
OTHER PURPOSES**

**WHEREAS**, the City Council of the City of Benton, Arkansas, has determined that it is in the best interest of the City to accept the public streets, utilities, and storm drains of Phase 1, Severn Landing Subdivision for maintenance by the City.

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

**SECTION 1:** That the presently existing public streets, city utilities, and storm drains within Phase 1, Severn Landing Subdivision, an Addition to the City of Benton, Arkansas, be and are hereby accepted for maintenance by the City of Benton, Arkansas.

**PASSED AND APPROVED** this \_\_\_\_ day of November, 2023.

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

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