

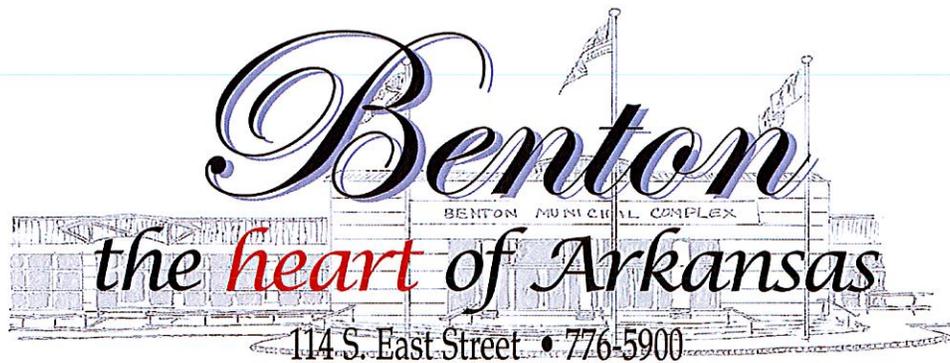
# BENTON CITY COUNCIL MEETING

MARCH 14, 2016

7:00 PM



AGENDA MEETING 6:30 PM



BENTON MUNICIPAL COMPLEX  
114 SOUTH EAST STREET  
COUNCIL CHAMBERS

**DAVID MATTINGLY, MAYOR**

**REGULAR SESSION**  
**March 14, 2016**  
**7:00 PM**  
**AGENDA**

- |              |  |  |
|--------------|--|--|
| <b>I.</b>    | <b>Call to Order</b>   | <b>Mayor Mattingly</b>                             |
| <b>II.</b>   | <b>Invocation</b>  |  |
| <b>III.</b>  | <b>Pledge of Allegiance</b>  | <b>Alderwoman Reed</b>                             |
| <b>IV.</b>   | <b>Roll Call</b>   | <b>City Clerk</b>                                  |
| <b>V.</b>    | <b>Approval of Minutes</b>   | <b>February 22, 2016</b><br><i>Regular Meeting</i> |
| <b>VI.</b>   | <b>Service Awards Presentation</b><br><i>Mark Dunn, 10 years of Service</i>  | <b>Mayor Mattingly</b>                             |
| <b>VII.</b>  | <b>Employee of the Month Recognition</b><br><i>Sgt. Brian Bigelow, January 2016</i>  | <b>Mayor Mattingly</b>                             |
| <b>VIII.</b> | <b>Youth of the Month Recognition</b><br><i>Justin McGee, March 2016</i>   | <b>MiKayla Nash</b>                                |
| <b>IX.</b>   | <b>RESOLUTION NO. 12 OF 2016</b><br><i>A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH SALINE COUNTY FOR THE FUNDING OF THE SALINE COUNTY DISTRICT COURT – BENTON DIVISION; AND FOR OTHER PURPOSES</i>   | <b>Mayor Mattingly</b>                             |
| <b>X.</b>    | <b>RESOLUTION NO. 13 OF 2016</b><br><i>A RESOLUTION ACCEPTING THE LOWEST ACCEPTABLE BID FOR THE PURCHASE OF EQUIPMENT FOR THE FIRE DEPARTMENT; AND FOR OTHER PURPOSES</i>  | <b>Mayor Mattingly</b>                             |
| <b>XI.</b>   | <b>COMMITTEE REPORTS &amp; MOTIONS</b>   |  |
|              | <b>1. Finance Committee</b>  | <b>Alderman Ponder</b>                             |
|              | <b>2. Community Services/Animal Control</b>  | <b>Alderwoman Reed</b>                             |
|              | <b>A.) RESOLUTION NO. 14 OF 2016</b><br><i>A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR FOR OPERATION AND MAINTENANCE OF THE GAGING STATION ON THE SALINE RIVER; APPROPRIATING THE FUNDS THEREFORE; AND FOR OTHER PURPOSES</i> |  |
|              | <b>B.) RESOLUTION NO. 15 OF 2016</b><br><i>A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT WITH THE ARKANSAS GAME AND FISH COMMISSION; AND FOR OTHER PURPOSES</i>   |  |
|              | <b>C.) RESOLUTION NO. 16 OF 2016</b><br><i>A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO FILE A LAWSUIT IN THE SALINE COUNTY CIRCUIT COURT SEEKING TO ABATE A NUISANCE LOCATED AT 617 EDGEMOORE TERRACE, BENTON, ARKANSAS; AND FOR OTHER PURPOSES</i>                                      |  |

**D.) ORDINANCE NO. 9 OF 2016**

*AN ORDINANCE ESTABLISHING PROCEDURES FOR RENAMING STREETS WITHIN THE CITY OF BENTON, ARKANSAS; AND FOR OTHER PURPOSES*

**E.) ORDINANCE NO. 10 OF 2016**

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

**F.) ORDINANCE NO. 11 OF 2016**

*AN ORDINANCE AMENDING TITLE 11 OF THE BENTON MUNICIPAL CODE; UPDATING THE CITY FIRE PREVENTION CODE BY ADOPTION OF THE ARKANSAS FIRE PREVENTION CODE, 2012 EDITION, OR LATEST ADOPTED REVISION; REPEALING ANY ORDINANCES IN CONFLICT THEREWITH; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES*

- |           |  |                            |
|-----------|--|----------------------------|
| <b>3.</b> | <b>Streets &amp; Drainage Committee</b>        | <b>Alderman Cunningham</b> |
| <b>4.</b> | <b>Personnel/Health &amp; Safety Committee</b> | <b>Alderman Donnor</b>     |
| <b>5.</b> | <b>Parks Committee</b>                         | <b>Alderman Lee</b>        |

**ORDINANCE NO. 12 OF 2016**

*AN ORDINANCE AMENDING THE 2016 BUDGET FOR THE PARKS AND RECREATION FUND AS ADOPTED IN ORDINANCE 64 OF 2015; APPROPRIATING FUNDS FOR THE PARKS DEPARTMENT; ACCEPTING A DONATION FROM EVERETT BUICK GMC FOR THE RENOVATION OF THE CONCESSION STAND AT BERNARD HOLLAND PARK; DESIGNATING A NAME FOR THE CONCESSION STAND PURSUANT TO A.C.A. §25-1-121; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES*

- |           |                                    |                               |
|-----------|------------------------------------|-------------------------------|
| <b>6.</b> | <b>Public Utilities Commission</b> | <b>Alderman Herzfeld</b>      |
| <b>7.</b> | <b>A &amp; P Commission</b>        | <b>Alderman Donnor/Ponder</b> |

**XII. Unfinished Business**

**XIII. New Business**

**XIV. Old Business**

**XV. Announcements**

**XVI. Adjourn**

**MINUTES OF THE BENTON CITY COUNCIL**  
**Regular Session**  
**February 22, 2016**  
**Benton Municipal Complex**

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

The Mayor gave the invocation.

Alderman Cunningham led the pledge of allegiance.

Roll was called.

The following persons were in attendance:

<b>Alderman Frank Baptist</b>	<b>Alderman Kerry Murphy</b>
<b>Alderman Charles Cunningham</b>	<b>Alderman Evelyn Reed</b>
<b>Alderman Bill Donnor</b>	<b>Alderman Jerry Ponder</b>
<b>Alderman Judd Hart</b>	<b>Alderman James Herzfeld</b>
<b>Alderman Steve Lee</b>	<b>Alderman Lori Terrell</b>
<b>Cindy Stracener, City Clerk</b>	<b>Brent Houston, City Attorney</b>
<b>David Mattingly, Mayor</b>	

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

The Mayor requested approval for the February 8, 2016 city council meeting minutes. Alderman Herzfeld made a motion to approve the minutes, seconded by Alderman Hart. The Mayor called for a voice vote on the approval of the minutes. All aldermen replied in the affirmative. The minutes for the February 8, 2016 council meeting were approved with 10 affirmative votes.

The Mayor gave the State of the City Address. See attached.

A video presentation reviewing the progress with Riverside Park was shown.

GBT announced some stores that will be located at the Shoppes of Benton. They are Home Goods, TJ Maxx, Hobby Lobby, Ulta Cosmetics and Texas Roadhouse. The property will accommodate 21 stores. Asked when this center would be completed we were told the early summer of 2017. This project will have over 500 employees. The estimated cost of the project is \$30 million.

The next item on the agenda was committee reports and motions. Alderman Ponder was recognized for the Finance Committee report. Alderman Ponder asked for the first reading of Ordinance 5 of 2016 – An Ordinance Appropriating Funds from the District Court-Automation Fund for the Purposes of District Court-Related Technology and For Other Purposes. Seconded by Alderman Lee. The ordinance was read by the city clerk. The Mayor asked for any comments. None. Alderman Ponder made a motion to suspend the rules for the second and third readings. Seconded by Alderman Lee. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Motion to suspend the rules was approved with 10 affirmative votes. Alderman Ponder

made a motion to adopt Ordinance 5 of 2016 on its second and third readings. Seconded by Alderman Lee. The ordinance was read by title only. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Ordinance 5 of 2015 was adopted with 10 affirmative votes. Alderman Ponder made a motion to adopt the emergency clause. Seconded by Alderman Herzfeld. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. The emergency clause was adopted with 10 affirmative votes.

Alderman Ponder made a motion to adopt Resolution 9 of 2016 – A Resolution Declaring Certain Property as Surplus; and Authorizing the Sale of the Surplus Property at Auction. Seconded by Alderman Terrell. The resolution was read by the city clerk. The police department requested the resolution for the sale of vehicles, bicycles and chairs. The Mayor asked for any comments. None. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Resolution 9 of 2016 was adopted with 10 affirmative votes.

Alderman Ponder asked for the first reading of Ordinance 6 of 2016 – An Ordinance Amending the 2016 Budget for the General Fund as Adopted in Ordinance 64 of 2015; Appropriating Funds for Certain Facility Upgrades to City Hall; Declaring an Emergency; and for Other Purposes. Seconded by Alderman Herzfeld. The ordinance was read by the city clerk. This ordinance is for security upgrades to city hall. The Mayor asked for any comments. None. Alderman Ponder made a motion to suspend the rules. Seconded by Alderman Lee. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Motion to suspend the rules was approved with 10 affirmative votes. Alderman Ponder made a motion to adopt Ordinance 6 of 2016 on its second and third readings. Seconded by Alderman Herzfeld. The ordinance was read by title only. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Ordinance 6 of 2015 was adopted with 10 affirmative votes. Alderman Ponder made a motion to adopt the emergency clause. Seconded by Alderman Lee. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. The emergency clause was adopted with 10 affirmative votes.

Alderman Ponder asked for the first reading of Ordinance 7 of 2016 – An Ordinance Amending the 2016 Budget for the Fire Department as Adopted in Ordinance 64 of 2015; Accepting a FEMA Grant Award; Appropriating Funds for the Fire Department for the Purpose of New Equipment; Declaring an Emergency; and For Other Purposes. Seconded by Alderman Lee. The ordinance was read by the city clerk. This was for a SCBA fill station and compressor. The Mayor asked for any comments. None. Alderman Ponder

made a motion to suspend the rules. Seconded by Alderman Donnor. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Motion to suspend the rules was approved with 10 affirmative votes. Alderman Ponder made a motion to adopt Ordinance 7 of 2016 on its second and third readings. Seconded by Alderman Lee. The ordinance was read by title only. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Ordinance 7 of 2015 was adopted with 10 affirmative votes. Alderman Ponder made a motion to adopt the emergency clause. Seconded by Alderman Lee. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. The emergency clause was adopted with 10 affirmative votes.

Alderman Ponder made a motion to adopt Resolution 10 of 2016 – A Resolution Authorizing the City to Apply for a Staffing for Adequate Fire and Emergency Response Grant; and for Other Purposes. Seconded by Alderman Lee. The resolution was read by the city clerk. The Mayor asked for any comments. None. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Resolution 10 of 2016 was adopted with 10 affirmative votes.

Alderman Ponder made a motion to adopt Resolution 11 of 2016 – A Resolution Authorizing the Purchase of a Pumper Truck and Related Equipment for the Fire Department from Sunbelt Fire, Inc.; Appropriating Funds for this Purchase; and For Other Purposes. Seconded by Alderman Baptist. The resolution was read by the city clerk. The Mayor asked for any comments. None. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Resolution 11 of 2016 was adopted with 10 affirmative votes.

Alderman Reed was recognized for a report from the Community Service/Animal Control Committee. Alderman Reed asked for the first reading of Ordinance 8 of 2016 – An Ordinance Rezoning Certain Land in the City of Benton, Saline County, Arkansas; Declaring an Emergency; and For Other Purposes. Seconded by Alderman Lee. The ordinance was read by the city clerk. The Mayor asked for any comments. None. This rezone was requested by Jeremy Folsom for property located at 1810 Thomas Road. It is being rezoned from residential to CH highway commercial. Alderman Reed made a motion to suspend the rules for the second and third readings. Seconded by Alderman Herzfeld. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Motion to suspend was approved with 10 affirmative votes. Alderman Reed made a motion to adopt Ordinance 8 of 2016 on its second and third readings. Seconded by Alderman Donnor. The ordinance was read by title only. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman

Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Ordinance 8 of 2016 was adopted on its second and third readings with 10 affirmative votes. Alderman Reed made a motion to adopt the emergency clause. Seconded by Alderman Cunningham. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. The emergency clause was adopted with 10 affirmative votes.

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

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

Alderman Lee was recognized for a report from the Parks Committee. He stated that he had nothing to report.

Alderman Herzfeld was recognized for a report from the Public Utility Commission. He gave a report from the February 16, 2016 commission meeting. See attached.

Alderman Ponder was recognized for the Advertising and Promotion Commission report. He stated that he would send one to the clerk for the record. See attached.

There was not any unfinished, new or old business.

The meeting adjourned at 7:51 p.m.

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Cindy Stracener, City Clerk

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David Mattingly, Mayor



# State of the City Address



City of Benton  
February 22, 2016  
Mayor David Mattingly

## STATE OF THE CITY ADDRESS

City of Benton  
February 22, 2016  
Mayor David Mattingly

Five years is the average length of an NFL running back's career. That's interesting because a five year window probably applies to a lot of careers. I was just a kid without hair when I came here in 2011, and now I'm a senior citizen without hair, who at times feels like I've been sacked by all pro linebacker Clay Matthews. And guess what, the referee didn't throw his flag and call an unnecessary roughness penalty. It's thought-provoking that the NFL found it necessary to invent rules to protect quarterbacks, but no such rules have been instituted by governmental bodies to protect mayors. Alright, enough of all that. Here's your State of the City Address for 2015.

Early in 2015, I was given the opportunity to speak, for the second year in a row, at the CADC Conference and the points I made have become my mantra. In case you have forgotten, below are the five principles I believe are fundamental to an individual who is in a leadership role:

- 1) You have to have a plan, and the strength to stand in front of a group of people and say, "Follow Me.!"
- 2) You either stand for something, or you stand for nothing; make that clear.
- 3) Tell the people what your plan is and get your message out.
- 4) Offer them a seat at the table.
- 5) Don't ask somebody to do something you won't do yourself.

Now, let's turn our attention to the highlights from each department in 2015. Here is a short excerpt from each department's report:

- In the Benton Police Department significant improvements were implemented in communications with the addition of a new AWIN dispatch system, which cost in excess of \$800,000 and was paid for with cash from the ½ cent public safety tax to help facilitate improved service. Training for the police department exceeded 10,000 hours for the year and records kept on reports made to the department exceeded 35,000 individual reports. NIBRS reports for the year, in all crime categories, showed a decrease of 4.2% compared to 2014 statistics. Late in 2015, the Benton City Council approved the funding for an Assistant Chief of Police. The Civil Service Commission approved the position and a selection committee chose

Captain Scotty Hodges to fill the position and he became the first ever Assistant Chief of Police in the City of Benton.

- The Benton Fire Department attained several goals, including obtaining ISO Class 2 rating for the City of Benton, departmental training exceeding 18,000 hours, the replacement of Engine #4 at a cost of \$453,954, which was budgeted and paid for with cash from the ½ cent public safety tax, the purchase of a 12 ft. rescue boat, the design was finished for our new Fire Station #5 and a 40 hour CORE Rescue Technical training class was completed. The school fire safety program also set new a new benchmark, reaching over 4500 school age children.
- The Street Department's activities for the year included a contract renewal for median and city owned property landscaping services, resurfacing of 4.21 miles of city streets, 16 culvert repairs, the replacement of 95 street signs, new street markings in 3 major areas and 7 new street projects throughout the city.
- In 2015, Benton Animal Control purchased two new fully equipped trucks and a mobile adoption trailer, to facilitate offsite adoption programs. All animal control officers, including Mr. Parsons, became nationally certified. Although the total number of cats and dogs adopted in 2015 were similar to that of 2014, the strategy in the past was to rely upon rescue groups coming to the shelter to facilitate adoptions. Last year a strategic change was implemented with the addition of the mobile adoption trailer and numerous public adoption events, which created a very proactive adoption program allowing 83% of all animals adopted to come directly from our shelter.
- The Benton Parks and Recreation Department continued to focus on expanding and improving its facilities and services provided to our citizens. The emphasis was on two specific programs, tennis and walking trails, both of which were rewarded with grant funding to support and improve these activities. Additionally, grant funds were obtained for improvements at Ralph Bunche Park, which will include a new earthen amphitheater and expanded parking. Lastly, progress on the construction of the new Riverside Park Complex, which will include a Community Center building, an indoor pool, and new Boy's and Girl's Club, a Senior Activity and Wellness Center, a soccer complex and a girls softball complex, continues with an expected completion date of April 2017.
- In 2015 the Community Development Department performed 4,692 inspections, issued permits for 158 residential structures representing a total estimated retail value of \$30,420,760.00, and issued 15 permits for commercial structures with a total estimated retail value of \$42,818,394.00. The Code Enforcement Officers

completed 385 inspections last year, with 360 of those cases requiring citations. There were 33 demolitions, 8 by the city and 25 by property owners, and 1 property required clean-up, but no liens had to be placed in 2015. The Department worked on 5 major projects last year including, right of way acquisitions and utility relocations on the Alcoa Road widening project, for which we are the lead agency, projected to start accepting bids in May 2016. The department also issued permits for construction on the Riverside Park Complex, Certificates of Occupancy for the new Hurricane Creek Village Shopping Center, a Memorandum of Understanding with the Shoppes of Benton completed in September and the issuance of building permits for the Links at Longhills. There were a total of 1,400 businesses licenses issued by the City Clerk in 2015, as well as 227 new or modified licenses, 4 public conveyance licenses and 40 controlled beverage permits issued. A few of the new businesses are Kroger Marketplace, Academy Sports, Slim Chickens, Pie 5 Pizza, Zaxby's and Adacus Investments, LLC, which is the sole industrial applicant for the year.

- The city created its first Economic Development Department in 2015 and in April of last year I hired Brad Jordan to fill the position of Economic Development Director. In an effort to put together an effective economic development plan, my office, along with the city administration and business community, joined forces to create what is now known as the Benton Business Development Initiative (BBDI). BBDI debuted at the Municipal League Winter Conference in Little Rock, exhibiting the only trade show booth representing an Arkansas city. With BBDI and the Economic Development Department up and running, the city began discussions with GBT Realty out of Brentwood, Tennessee, to bring a new shopping center to Benton, which will feature several "big-box" stores as well as a few smaller shops. We also saw the opening of the Hurricane Creek Village Shopping Center, which houses Kroger Marketplace and Academy Sports, both of which experienced their most successful grand openings in history and created over 550 new full-time jobs and 400 part-time jobs. The downtown area of Benton also saw major change last year with the purchase of the Harvest Foods Building by a new tech company, ACDI, who has already razed the old building and will begin construction on their new headquarters in mid-2016. With the execution of a land lease in November between Henry Brown Realty and the City of Benton, the downtown area will also see the addition of a Farmer's Market, hopefully in late 2016 or early 2017.

- Security throughout the main floor of the Benton Municipal Complex continued to see upgrades in 2015. A security camera system is in place, which provides real time monitoring and review capabilities for the protection of our employees, as well as the citizens. A training program has been developed and all employees and city council members, with the assistance of the Benton Police Department, have been trained in the proper response to a security breach within City Hall. The Document Retention policy remains in full force and has resulted in compliance with state law.
- The Human Resources Department is pleased to report city employees received 3.5% pay increase in July of 2015. We also saw health insurance premiums and worker's compensation premiums remain stable for 3 years in a row, with no rate increase since January 1, 2013. Over 80 Service Awards were presented, 6 of which were acknowledgements for 30 years of service to the city. We were able to reduce the city's contribution for non-uniformed pension funding from 16% of salary in 2014 to 12% in 2015, a savings of \$91,000, and maintain that rate for 2016. We also experienced one of our safest years, with only 1 lost time injury last year.
- It's been a big year for the City of Benton's social media presence. Between Facebook, Twitter, the Benton Proud Blog and city website, we've made quite an impression. The Blog, which started in September of 2014, took five months to reach 10,000 visitors. Three months later, on May 1, we reached 25,000. Seven months later we're over 230,000. We currently average about 1,500 visits per day, or a little over 10,000 per week. This is the same number we reached in the first five months of the blog. Unfortunately many news sources believe the best way to garner readers/viewers is to report bad news in a spectacular way, but our belief is that people want and need to hear the good news in their community. It gives us hope and a warm feeling about our home town. The number of subscribers to the blog has increased to well over 100 to date. The city Facebook page had 835 "likes" as of January 1, 2015, but by December 31, 2015 the page had grown to 3,875 "likes" an average of 8.33 new "likes" each day in 2015. The total number of impressions for our Facebook page was 1,318,826 for 2015. We saw a much higher number in the third and fourth quarter due to ads placed on our Facebook page through Your Ad Team. Our Twitter feed is watched by 300 followers. The feed had a total of 111,032 impressions in 2015, with 4,135 visits to view our Twitter profile. In 2015 we sent out 573 tweets, and average of 1.6 per day.

- Another highlight in 2015 was the City of Benton being recognized as the Volunteer Community of the Year. This award is sponsored by the Governor's Office, the Arkansas Municipal League and the DHS Division of Community Service and I'm proud to say we've received this honor 5 out of the last 6 years.

I've attached a report prepared by Benton Utilities General Manager Terry McKinney, highlighting several accomplishments and goals reached by the Utility Department in 2015 and have included more detailed reports from each department which reports to me.

In conclusion, I'd like to thank the City Council, our City Clerk, City Attorney, and staff for their tireless work and commitment to our city. I am Benton proud of them, and our citizens, for supporting the progressive legislation and projects we have completed or have underway, and am pleased to tell you we have once again operated within budget, which is our 5<sup>th</sup> year in a row.

Thanks!

## **CITY of BENTON POLICE DEPARTMENT ANNUAL REPORT of ACTIVITIES 2015**

The Benton Police Department began 2015 aspiring to achieve ten goals. Those goals were substantially accomplished. In addition to these goals the following are reported:

- **Communications Improvements-** AWIN Dispatch equipment and ATT and computer software has been upgraded. Operators answered **57,125 calls for service in 2015**, up 1.5% compared to 2014. A total of **45432 calls were for the Benton Police Department.**
- **Statistics** - Reporting of the NIBRS crime statistics showed **violent crime in the City of Benton, Up 9.09% and property crime down -5.30%**. The NIBRS reporting covers all the crime categories, and showed **a total decrease of crime in the City of Benton in 2015 down -4.23% compared to 2014 totals.**
- **Training** -The Benton Police officers **10,836 training hours**. Supervisors received a total of 758 hours of supervision training. Communication training hours amounted to **912 hours** with 168 supervision hours.
- **Records** -The records division processed 35,170 reports (up +6.4% from 2014).We had a decrease in collections of -2.47% for a total \$221,038.95 in 2015, compared to 2014.
- **Special Investigative Unit** - In 2014, the unit **seized \$6,895,545.59** in drugs from the streets of Benton. They arrested 312 persons on a total of 660 drug related charges. The unit seized 44 weapons, along with 9 vehicles for forfeiture.

### **2016 GOALS and OBJECTIVES**

The Benton Police Department will seek to achieve 10 goals. These goals are as follows:

1. Continued enhanced solvability of crimes committed through pro-active investigation.
2. Continued enhanced supervision training for departmental supervisors.
3. Continued updating of departmental policy manual and apply to electronic format.
4. Continued enhanced First Aid Trauma training and equipment, CPR certification, and Naloxone training for all officers.
5. Continued scheduled improvements as planned by the passage of the Public Safety Tax.
6. Implement improvements in patrol division operations.
7. Continued effort in monthly enforcement and community policing projects.
8. Develop and administer firearm safety program in our schools and to the citizens.
9. Physical improvements to the front of the Police Department.
10. Training improvements in the area of Child Death Investigation and response to Missing Person Reports.

Respectfully Submitted,



Kirk R. Lane

Chief of Police

## **POLICE DEPARTMENT INITIATIVES 2015**

January – On Their Tail

February – Community Church Policing (church security)

March – Dang I Got A Warrant (warrant sweep)

April – My Safer City (drug take back/home safety)

May – Click It Or Ticker (seat belt and traffic enforcement)

June – Kids First (youth interaction/ice cream blitz)

July – Park'n with BNPD (park policing)

August – Safer Sides of Driving (safe driving education and enforcement)

September – Stop Drug Abuse Now (drug education)

October – Be Wary Don't Be Scary (neighborhood safety)

November – Saluting Our Heroes (veteran appreciation)

December – Back in Your Business (business checks community policing)

## **OTHER POLICE DEPARTMENT PROGRAMS**

Narcan program (overdoses prevention)

Youth and Adult Police Academies

Drug Take Back Programs

**City of Benton Fire Department**  
**2015 Annual Report**

The Benton Fire Department closed the year of 2015 having responded to 3,057 incidents of various nature that required our services. We also set and achieved several goals in 2015. Below are some of the goals and benchmarks we reached:

- **ISO Class 2-** After much work and improvements within our department and other areas, we requested a survey from the Insurance Service Office in January. We received the good news that our ISO rating had been reduced from a class 3 to a class 2, which took effect July 1, 2015.
- **Training** – The personnel of the Benton Fire Department completed a total of 18,642 hours of training. The areas include, but are not limited to, EMS, Supervisory, Rescue, Hazardous Material, Etc.
- **Replacement of Engine 4** – In March we formed a committee to identify the needs for a new pumper truck to replace Engine 4, which has been in service since 2000. We took delivery of the new engine in October and promptly placed it in service. The old Engine 4 was placed on reserve status, which will greatly help during times of breakdowns and etc.
- **CORE Rescue** – One of the major goals we set for 2015 was realized in May by having a 40 hour CORE Technical Rescue class. This class is designed as a foundation for all advanced technical rescue classes, which includes the disciplines of high and low angle rescue, swift water and confined space. Our intention is to have another class in 2016.
- **Rescue Boat** – In May we took delivery of a 12ft Rescue raft with a 25 hp. outboard to further enhance or rescue capabilities on the Saline River and other waterways in a much safer manner for our personnel. We have seen a dramatic rise of this type of emergencies over the last couple of years. This equipment has been utilized approximately 5 times since its delivery.
- **Station 5 Design** – In 2014 we secured the land for Fire Station #5 located in the area of Highway 5 and Alcoa Road. Beginning in the spring of 2015, we began the design work and have finalized the plans for the new fire station. Construction should begin in the last quarter of 2016 with a 6 to 9 month construction time.
- **FEMA Grant** – In January we submitted a grant to FEMA entitled Assistance to Firefighters. In this grant we requested \$350,000 to replace our Self Contained Breathing Apparatus, which are 14 years old with a tank life of 15 years. We received word in August we were approved, which came as a great relief to us. This will not only provide our men with a safer pack, but will be a cost savings to the city.
- **Hydrant testing** – Twice in 2015 the personnel of the Benton Fire Department performed hydrant checks to over 1500 fire hydrants, as set out by the American Water Works Association. We would like to thank the Water department for their quick response to any repairs needed.
- **Fire Prevention** – The personnel of the Benton Fire Department performed over 950 annual business inspections providing recommendations and advice on fire safety. We also worked closely with the Community Development department assisting in plan reviews, reached

approximately 4,500 school age children through our School Fire Safety program, and brought our message of fire safety to the general public at various public events.

As we plan for 2016 and beyond, we have identified several goals and challenges that will make us more capable of delivering a quality professional service to this growing community, while keeping us fiscally responsible. Some of the items on our agenda for 2016 are listed below:

- Spec and order another pumper truck for replacement of Engine 3, which has been in service since 2001. This Engine should be delivered sometime in the fall of 2016.
- Spec and order a new Rescue Truck. The present Rescue Truck has been in service since 2000 and has been remounted due to damage received during a flood in 2008.
- Develop and maintain our Training Division with the addition of a designated Training Officer, which we have been without since 2004.
- Identify and attempt to obtain property for a future training facility, and apply for and obtain grant funding for this endeavor.
- Continue to promote and provide more specialized training in the Technical Rescue area, which we are being called upon more frequently to provide.
- Begin construction of Station #5 in last quarter of the year.
- Update and amend our present Standard Operating Guidelines to meet the challenges we are facing with growth in our city and surrounding area.

**On Behalf of the personnel of the Benton Fire Department we would like to say THANK YOU for the opportunity to serve the City of Benton. It is truly an honor.**

# 2015 STREET DEPARTMENT YEAR END REPORT

## CONTRACT PROJECTS

Military Road-----Lawn Care Services  
Benton Parkway-----Lawn Care Services  
South Street-----Lawn Care Services

## Resurface Contracts

Pamela Drive	Leawood	West Lakeview
South Street	Pinecroft	
Fernwood Dr	Reed St	
Desoto	Jackman St	

## Resurface and Patch

\_1502.18\_\_ tons of hotmix asphalt was used for resurfacing streets and repairing potholes.  
\_258\_\_\_\_\_ utility cuts were repaired.

## Culvert Projects

701 Kenwood	530 River St	Westminster (drain)	Winterbrook
Church St	Short St (box Culvert)	Rocky	
Scott-Salem	Blackberry (drain)	1404 Reed	
Dixie St	Cloverhill (drain)	Crest @ Reed	
Prysock	Lyledale	Jackman & Pearl	

## Street Signs

\_95\_\_\_ signs were replaced due to poor condition, accidents, or vandalism.

## Street Marking

Hurricane Lakes bike lane                      Downtown crosswalks                      South Street

## Special Projects

Pamela Box culvert	Jackman Improvements	McCray Property
Citizens Dr	Fairfield Improvements	
Longview Improvements	Old Power House	

## **Benton Animal Control 2015 Accomplishments**

The Benton Animal Control and Adoption Center saw many improvements in 2015, beginning with the purchase of two fully equipped trucks. This is the first time since 2009 new vehicles were included in the Animal Control budget and they have made a significant impact on the day to day operations of the shelter. We also received grant funding for the purchase of a hot water pressure washer, which allows us to keep the kennels at the shelter more sanitary.

Officer training was one of our more noteworthy accomplishments in 2015. All of the Animal Control Officers, including myself, became nationally certified officers, and one officer became nationally certified as an animal cruelty investigator.

Benton Animal Control purchased a Mobile Adoption Trailer last year, which was put into service in May of 2015. This unit has become a great asset and much needed resource to Benton Animal Control. Below are some of the ways the trailer has improved our shelter:

1. Due to our remote location, it isn't always convenient for people to come to the shelter or they simply don't know where we are located. The mobile adoption trailer has given us a chance to introduce people to the animals we have available for adoption as well as direct them to our shelter for future needs.
2. Having the trailer at public events not only gives us a chance to adopt the animals in the mobile adoption trailer, but it provides us an opportunity to let people know what other animals we have at the shelter that are available for adoption, in case we don't have what they are looking for in the trailer.
3. The trailer has also been used in an animal hoarding case, transporting of several dogs at one time to veterinary for spay and neuter surgery, and used in shelter transfers of several dogs to another shelter.
4. There have been 46 animals (33 dogs and 12 cats) adopted directly from the mobile adoption trailer since May 2015 at various pet adoption events held throughout the city.

There were 523 dogs adopted from Benton Animal Control in 2015. Eighty three percent of all dog adoptions were generated from Benton Animal Control.

In the past, Benton Animal Control depended on two animal rescue organizations for pet adoptions, but last year 83% of the 523 dog adoptions were generated directly from Benton Animal Control, either from the mobile adoption unit, public adoption events, or visitors to the shelter.

I have implemented a very aggressive adoption program at the shelter. My staff and I are on the phone and internet every day seeking rescue groups, adopters, posting pictures on our Facebook page, and posting pictures on pet finder websites. Currently our dogs are being adopted and transported to fifteen states across the country, including Arizona, Arkansas, California, Colorado, Connecticut, Illinois, Indiana, Massachusetts, Minnesota, Missouri, Oklahoma, Pennsylvania, Tennessee, Texas, and Wisconsin.

We are very proud of our efforts in 2015 and look forward to even greater things in 2016.

Terry Parsons  
Animal Control Director

**City of Benton  
Animal Control Department  
Yearly Report of Shelter Activities**

**Date Beginning 1/1/2015      Date Ending 12/31/2015**

Animals in shelter (beginning period) Dogs **46**    Cats **7**    Other **0**

Dogs Brought By Officers	<b>580</b>	Cats Brought to Shelter	<b>606</b>
Dogs Brought By Owners	<b>184</b>	Cats Adopted	<b>142</b>
Dogs Brought By Others	<b>128</b>	Cats Reclaimed	<b>11</b>
Dogs Adopted	<b>523</b>	Cats Euthanized	<b>426</b>
Dogs Reclaimed	<b>251</b>	Other Adopted	<b>0</b>
Dogs Euthanized	<b>139</b>	Other Reclaimed	<b>0</b>
Other Brought to Shelter	<b>63</b>	Other Euthanized	<b>0</b>

Total Animals Escaped: Dogs **0**    Cats **4**    Other **0**

10-45's brought to Shelter: Dogs **12**    Cats **31**    Other **46**

Dogs Died in Cage **5**

Cats Died in Cage **53**

Wild Animals Trapped and Released **28**

Wild Animals Trapped and Euthanized **5**

Animals in Shelter (Ending Period) Dogs **33**    Cats **15**    Other **0**

Total Number of Animals Handled at Shelter for Period:

Dogs **904**    Cats **637**    Other **142**    Total **1683**

Number of Courtesy Warnings Issued: **4**

Number of Citations Issued: **69**

**Saline County Dog Intake----- 43**

**2015 Adoption—665 (Dogs and Cats)**

**2014 Adoption—665 (Dogs and Cats)**

**2013 Adoption—671 (Dogs and Cats)**

January 5, 2016

Benton Parks & Recreation  
2015 State of the City

Great things happened in 2015 for the City of Benton Parks and Recreation Department, most notably being the ground breaking and on-going construction of Riverside Park, a 90 acre regional park that was approved by voters in November of 2012. Throughout 2016, the old airport site and surrounding areas will be transformed into a mecca for recreation and wellness with the addition of a Community Center building , an indoor pool, a new Boy's and Girl's Club Facility, a Senior Activity and Wellness Center, a soccer complex and a girls softball complex.

With the development of Riverside Park, the Bernard Holland Complex received a much needed facelift in 2015 as top of the line field lighting was installed at the baseball and adult softball fields. Additionally, Everett Buick GMC pledged \$150,000 to help renovate an outdated concessions building at the complex.

Also in 2015, the Parks Department was aggressive in pursuing grant monies to facilitate progress in the Parks System. Most notably, the Department was awarded an Outdoor Grants 50/50 Matching Grant in the amount of \$154,000 for renovation of Ralph Bunche Park which when completed, will add much needed parking, add meeting and event space as well as improve the site lighting and day to day usability of the Park. Furthermore, the Department was awarded a \$150,000 Recreational Trails Grant from the Arkansas Highway and Transportation Department for the purpose of constructing walking and biking trails at Riverside Park. Lastly, the Parks Department was awarded \$3,450 from the Arkansas Tennis Patrons and the USTA Facility Grant to install youth lines and windscreens at the Tyndall Park Tennis Complex.

As the Tennis Complex received much needed improvements, the courts played host to Tennis Programming for the first time in the Departments history. Over 250 people participated in both youth and adult programs throughout the year while over 17 Adult league teams utilized the complex as their home courts. The Benton High School utilized the complex as their home courts and saw a significant increase in participation. In addition to the success of the Tennis Programming, the Department offered a Summer Track Program for the first time in history and had over 30 kids participate in an eight week program held at the Benton High School Athletic Complex. Youth softball, adult softball and baseball programs all saw increase in participation

All of the hard work put into the programs was noticed as the Department was awarded the 2015 Member Organization of the Year by the Arkansas Tennis Association.

2015 was a monumental one for the City of Benton, and all signs point to 2016 holding more of the same as we continue to be aggressive in providing quality facilities and recreation opportunities for the Citizens of Benton.

This report is regarding the state of the Community Development Department at the end of 2015. The mission of the Community Development Department is focused on the management of growth. Our goal is to establish the framework within which the public and private sector resources can be utilized to promote community development.

### Community Development Department

The Community Development Department's main focus is to ensure the citizens of Benton that the structures which are constructed in our area meet all state, federal and local codes - we do this by issuing permits and inspecting structures.

In the permit area, our people have done a total of 4,692 inspections in 2015; issued permits for 158 residential structures representing a total estimated retail value of \$30,420,760.00; and 15 commercial structures for a total estimated retail value of \$42,818,394.00.

Code Enforcement had 385 total inspections; 360 cases with violations; 15 violations/complaints reviewed with no violations issued. Code Enforcement had 13 citations/court appearances; 4 of which were dismissed; 0 cases pending.

33 demolitions (8 by the City, 25 by the owner of the property) for 2015.

1 property cleaned-up and no liens placed in 2015.

### Major Projects

- |                           |   |
|---------------------------|---|
| • Alcoa Road widening     | Rights of way acquired and utilities relocated.<br>Roadway construction to begin Spring 2016. |
| • Riverside Park project  | Construction began late August / early September.   |
| • Hurricane Creek Village | Academy/Kroger Certificates of Occupancy issued<br>in April/September respectively.           |
| • Shoppes of Benton       | Memorandum of Understanding executed in September.  |
| • Links at Longhills      | Building permits issued in August.  |

### City Clerk

The City Clerk issued a total of 1400 business licenses in 2015, as well as 227 new or modified licenses, 4 public conveyance licenses and 40 controlled beverage permits issues. A few of the new businesses are Kroger (~280 employees), Academy Sports (~120 employees), Slim Chickens (~60 employees), Pie Five Pizza (~20 employees), and Zaxby's. Adacus Investments, LLC (formerly Hascall Steel) is the sole industrial applicant for the year.

## Economic Development – Annual Report 2015

It was a banner year in 2015 for economic development in the City of Benton. At the beginning of the year, processes were put into motion to form the city's first economic development department. The city administration and the business community of Benton led this effort. Through this combined community effort, the Benton Business Development Initiative (BBDI) was created as a road map for the newly formed department.

Shortly after the announcement of BBDI in March the city set forth to hire a new economic development director. At the end of April, the city hired Brad Jordan, a life-long resident of Benton, to lead this fledgling department. When Jordan started, he hit the ground running with help from the mayor's office, the PR committee, and Shaun and Tammy McFarland with Your Ad Team.

First, the economic development department designed a trade show booth that they debuted at the Municipal League Conference in Little Rock. The BBDI booth was the only booth representing an Arkansas city at the show. The booth was a hit. The attendees got to meet the new

department head, load-up on great marketing material, and hear about Riverside Park

Soon after the city's success at the Municipal League Conference, the mayor and the economic development department prepared to announce another coup. A commercial developer from Brentwood, Tennessee, called GBT was interested in a highly coveted piece of land at the eastern edge of Benton between Interstate 30 and Hwy 5, and needed the city's help to close the deal. Because of the impact the development could have on the local economy, the city and the public utilities commission entered into a partnership that will bring needed utilities to the site and help off-set the cost of development. In 2017 the Shoppes at Benton will open and will feature several "Big-Box" retailer and local interests as well.

Also during this time, in mid-2015, the new Hurricane Creek Village opened for business. This development on Benton's eastside includes Academy Sports, Pie5 Pizza, and, the anchor, Kroger Market Place. Since their grand openings, the city has learned that these respective openings have been the most successful in recent memory. This speaks to the loyalty of our citizens and the heft of Benton's economic prowess.

As summer turned to fall, the economic development department stayed busy courting a new tech company called ACDI who was interested in moving their headquarters from Little Rock to the old Harvest Foods building in downtown Benton. Through the city's and other community leader's efforts this company bought the land and razed the building. ACDI will start construction on their corporate headquarters in mid-2016.

Development on both the east and west sides of Benton was moving at feverish pace in late 2015 and the city had a few big announcements for development in our downtown. In November, the city announced plans for the construction of a new Farmers Market adjacent to the downtown mural. This place will serve as a community space and act as a draw for citizens to come back downtown. This will serve to supply community cohesion and bolster the many local businesses residing in our downtown. The city and other community leader also announced a feasible plan to rehabilitate the Palace Theater and return it to service as a cultural center.

It is shaping up to be another great year in 2016 for the further expansion of our local economy. Benton Proud.

## 2015 Year-End Report

Jim Handley

Physical security has been and continues to be upgraded throughout the main floor of the city Hall Complex. A camera system is in place providing real time and review capabilities for the protection of employees and citizens. A training program has been developed and all employees and city council members, with the assistance of the Benton Police Department, have been trained in the proper response to a security breach within city hall.

A review of city contracts and leases involving the city has been conducted and steps taken to insure that all requirements of the contracts are being adhered to. A scheduled to insure proper review and necessary action regarding the contacts has been created.

The Destruction of Records policy remains in force and has resulted in complete compliance with state law.

## 2015 in Human Resources

We were able to give a 3.5% pay increase to all City employees 07/01/15.

Health Insurance premiums remained stable with no rate increase since January 1, 2013.

Over 80 service awards were made with six of those being acknowledgment for 30 years of service to the City.

We were able to reduce the City's contribution for non-uniformed pension funding from 16% of salary in 2014 to 12% in 2015 and maintain that rate for 2016

Our people worked "safe"; we only had one lost time injury in 2015

# Social Media Year End Report 2015

Jerry Coston and Brent Davis

It's been a big year for the City of Benton's Social Media presence. Between Facebook, Twitter, the City's website, and the blog, we've made quite an impression.

## The Blog

The Blog, which started in September of 2014 took five months to reach 10,000 visitors. Three months later, on May 1, we reached 25,000. Seven months after that, and we're over 230,000. That's a big number. We currently average about 1,500 visits per day, or a little over 10,000 per week. This is the same number that we reached in the first five months of the blog.

I believe a number of factors have contributed to the growth of the blog's popularity.

- The stories are informative, and accurate, and I believe people appreciate it.
- We struck at the right time. Whether it was due to Nixon's presidency, or the 24 hour news cycle, or the internet, or whatever, news deliverers have been forced to compete for market share in a way that they never did before. Unfortunately, in most cases they decided that reporting bad news in the most spectacular way was the best way to garner readers/viewers. People, especially small town southern people, want and need to hear the good news in their community. It gives us hope and a warm feeling about our home town.
- Blast emails - Tina sends out a blast email every time a post is published on the blog. Every time these emails go out, the count on the blog increases by a few hundred within a couple of hours.
- Subscriptions - The number of subscribers to the blog has increased to the point where it is now well over one hundred. Every time a post is published, these subscribers are notified.
- The Facebook page has grown incredibly fast (more below). Facebook reaches a different normal audience than blogs do. Facebook gets the five second peek. If someone likes what they see on a Facebook page, they'll hang around, and come back. The quality of the information on our Facebook page, along with the links to blog stories have substantially boosted the blog's numbers.
- Publicity - From Animal Control's trucks, to Your Ad Team's Banners, to pens and cups and usb cards, the name [BentonProud.com](http://BentonProud.com) has been spread far and wide.

## Facebook

On January 1, 2015, our city Facebook page (Benton, Arkansas - Benton Proud) had a total of 835 likes. On December 31, 2015, the page had grown to 3,875 likes. This averages to 8.33 new likes each day in 2015.

During 2015, we tracked the number of "impressions" on our Facebook page. Impressions are the number of times a post from your Page is displayed, whether the post is clicked or not. People may see multiple impressions of the same post. For example, someone might see a Page update in News Feed once, and then a second time if their friend shares it.

The total number of impressions for our Facebook page was 1,318,826 for 2015. Broken down by quarter: Q1 - 245,122; Q2 - 284,609; Q3 - 485,420; Q4 - 303,675. The higher numbers in the third and fourth quarter are due to ads placed on our Facebook page through Your Ad Team. These are defined as paid impressions.

Fans of our page consist of 77 percent female and 23 percent male. Broken down into age groups, the numbers are: 29 percent 35-44; 23 percent 45-54; 22 percent 25-34; 14 percent 55-64; 9 percent 65+; 1.6 percent 18-24; 1.4 percent 13-17.

### **Twitter**

Our Twitter feed is watched by 300 followers. The feed had a total of 111,032 impressions in 2015 with 4,135 visits to view our Twitter profile - and average of 304 and 11.3 per day respectively.

Our largest month for impressions was December with 21,700.

We sent out 573 tweets, an average of 1.6 per day.

### **Website**

Our city website, [www.bentonar.org](http://www.bentonar.org), was updated almost 3 years ago. Since that time, website design has moved toward visual design and away from text intensive formats. Our city website is very text intensive and not intuitive to users. We are currently exploring options to improve the site with plans to update it within the first six months of 2016.



1827 Dale Ave.  
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Phone: (501) 776-5931  
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January 11, 2016

The Honorable David Mattingly  
Benton City Hall  
114 East South Street  
Benton, Arkansas 72015

Dear Mayor Mattingly, City Council and Residents of the Great City of Benton,

In transitioning into the New Year, I offer this report on some of the more significant accomplishments in 2015. While the year was filled with many challenges, it was a very productive year with many satisfying goals reached. In this we recognize the capable leadership of those who serve on the Public Utilities Commission as well as those who otherwise manage and labor each day.

Following are some of the highlights by departments. So much more could be added but this is a brief summary of the more notable accomplishments.

#### ADMINISTRATIVE DEPARTMENT

- The Public Utilities Commission hired Cindy Hawkins as the new Comptroller for Benton Utilities.
- Effective the 1<sup>st</sup> of January 2016, Benton Utilities assumed payroll responsibilities for all utilities personnel. This required a cooperative effort between the City and Utilities that was successful.
- The new *Kronos* system has been installed and implemented to log time worked for all utilities employees by fingerprint identification.
- In preparation for final restructuring, Mollie Wright was hired to handle personnel issues.
- Additionally, Blake Wilson was hired as Risk Manager for Benton Utilities and is responsible for all safety aspects, including safety training.
- Our new "Master Specifications for Design and Construction of Water and Sewer Utilities" has been developed, approved by the Arkansas Department of Health, and is being made available online at <http://www.bentonutilities.com>.

#### ELECTRIC DEPARTMENT

- Electric power infrastructure was relocated to accommodate the Riverside Park Project.
- The first phase of the Exit 114 properties circuit was constructed along Fairfield Road.
- Property was purchased on Severns Landing Road and the large transformer ordered for construction of the Hurricane Lake substation.
- A new franchise agreement has been reached with First Electric Cooperative Corporation.
- One megawatt of power has been secured from First Electric Cooperative Corporation to address the temporary demands of development in the general region of Hurricane Lake Estates while the new substation is being built.
- Upgrading of power infrastructure was begun along East Longhills Road to double capacity.
- Expanded storage facilities at department headquarters.

#### WATER DEPARTMENT

- 1,951,816,000 gallons of high-quality, finished water was produced in our treatment plant in full compliance with all regulatory authorities and made available to our customers. Our annual production capacity is 4,380,000,000 gallons, which left us an available excess, yearly capacity of 2,496,581,000 gallons, or 6,839,947 gallons per day.
- The conversion from gas chlorine to liquid bleach disinfection was begun in 2015.
- Approximately 1500 feet of 8-inch water main was installed from Mesa Bend to the Sterling Oaks Subdivision. This will provide water directly from our system rather than from Salem Water Association which will, in turn, provide better service to our customers and save money.
- Engineering was completed for bidding a water main extension to service the Exit 114 area.
- A section of 16-inch water main was relocated to accommodate the Riverside Park Project.
- A new 250,000 gallon, elevated water storage tank was put into service on the northeast side of Hurricane Lake. This will provide better domestic water service and fire protection for the area.
- Due to the very dry summer, crews repaired approximately 282 main line and service line leaks during a 5-month period.
- Crews replaced over 1750 feet of aged water mains in various location with new PVC pipe. These ranged in size from 2 to 6 inches in diameter. Most had been in service above 50 years.

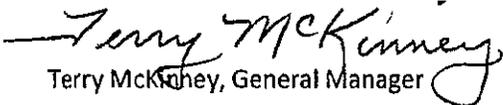
#### WASTEWATER DEPARTMENT

- 2.227 billion gallons of high-quality, treated effluent was safely discharged into the environment in full compliance with all regulatory authorities.
- The average daily flow for the treatment plant was 6.09 million gallons with a peak flow in December of 11.99 million gallons.
- 1007 feet of 12-inch gravity sewer main was laid to replace two badly deteriorated lines along McNeil Creek.
- 1600 feet of 12-inch gravity sewer main was installed to support the new Hurricane Creek Village Shopping Center and to provide public sewer for other residential and commercial needs.
- About 1500 feet of new 10-inch gravity sewer was laid in preparation for the new widening project of Alcoa Road. This will provide public sewer for both existing residents and businesses as well as support future development.

- 1815 linear feet of deteriorated 8-inch sewer main was pipe-burst to 12-inch pipe in the vicinity of South and Conway Streets. This has greatly improved flow.
- The Willow Street Pump Station was upgraded along with the installation of a new 175 kW standby generator.
- The Wastewater Collection Department facilities were upgraded, expanded and dedicated as "The Leon Wilson Complex" in memory of this great public servant.
- Engineering and planning were done for necessary modification of utilities affected by the I-30 and Highway 5 improvement projects.
- Engineering was completed for bidding of the new 12/15-inch gravity sewer main that will reach from the Longhills Subdivision on Shoal Creek to the main lift station at Hurricane Lake Estates. This will take 5 lift stations offline, saving money and providing gravity sewer to this area.

It is fitting to note in closing that 2016 will mark the 100<sup>th</sup> year since the Benton Municipal Light and Waterworks began. A special celebration is planned for this summer to recognize a century of service to the people of Benton. This milestone will soon be reached, in part, by a spirit of good will and cooperation between the City government and those who lead and manage what is now called "Benton Utilities". We are proud of this record of service and eagerly pursue the many tasks before us in this New Year.

Sincerely,

  
Terry McKinney, General Manager

Cc: Charles Best, Chairman of the Benton Utilities Public Utilities Commission

## Public Utility Commission Meeting Summary of the February 16, 2016 Meeting

The meeting was called to order with all members in attendance with the exception of Member Livers.

1.)

Mr. McKinney said we have the minutes from August 3, 2015 and the auditors discovered an error. Mrs. Hawkins said it originally said it was for the Riverside Park Project. Mr. McKinney said it was actually for the Alcoa Road Project. Mr. McKinney asked them to amend the August 3, 2015 minutes on page 22, the last paragraph, second sentence. Chairman Best asked them to read and verify. Mrs. Hawkins said on down in the paragraph it does say Alcoa Road Project. Member Miller said he does see that and made a motion to amend the minutes from August 3, 2015 on page 22, the last paragraph, second sentence where it says Riverside Park but is supposed to be Alcoa Road. Member Martin seconded the motion. A vote was taken and approval given.

2.)

Ms. Mollie Wright said as you know, she is new to her position as a Human Resources person. She has been charged with a little bit of responsibility and that is to help honor someone as Employee of the Month. When we choose someone as Benton Utilities Employee of the month, we would like someone that truly embodies the standards of excellence we like to see in our employees here at Benton Utilities. The January 2016 Employee of the month always has a positive attitude towards work responsibilities and serves as a role model for others, has a commitment to quality in carrying out job responsibilities and is an asset to our organization. This person always displays a willingness to exercise servant-leadership, take initiative, and accept and carry out additional responsibilities beyond regular job assignments for the good of Benton Utilities as a whole. This evening, it is a privilege and an honor to recognize Randy Hawkins as Benton Utilities January 2016 Employee of the Month. He has truly gone above and beyond while working 60 or more hours per week to keep his department running and also tirelessly obtaining easements for the Hwy 5 project. I don't know of anyone else who could have handled the many hats he has been wearing over the last month and a half.

3.)

Presentation and recommendation for Collection Services contract by Mrs. Cindy Hawkins. Mrs. Hawkins said they should have a sheet of paper that she will be referencing. It doesn't have a title on it, but she put it together to compare apples to apples. They had 5 companies who gave them proposals for collection services. She took \$9,999.00 since that is what they assigned out last year, approximately 333 accounts and assuming all of this is collected in the year, 10% is usually collected in the first month when the pre-collect letters go out. Then 85% will be collected after that at the normal rate and 5% goes to litigation. We just assumed that if each of these companies collected all of this money, then all the way to the right hand side you will see the total they will collect. The company that gave us the biggest return is out of Atlanta, Georgia. Their published average collection rate is 8 ½ to 15%. That is not very good. The next person with the highest return was Mid-South Collections, and that is the Gentleman that is here with us tonight and he expects to collect 50%. She is going to preference this to say, because we have no low hanging fruit, she does not think he will collect 50%. She doesn't think anybody will. In the first year, because he is going to be starting in March, if the Commission follows her recommendation to go with this company, he has no back log of accounts to be working, so we can't expect him to be collecting 40% which is what we average right now. We want to give him a little time to work up to that as we assign accounts over to him. Her recommendation is to go with Mid-South because of their collection rate being higher and they are local, so obviously they are going to be able to collect more than someone in Atlanta,

Georgia. Member Miller asked if Paxton put in a bid and Mrs. Hawkins said he did not put in a bid. Member Miller moved that they accept the staff recommendation on Mid-South Collections and Member Ferrell seconded the motion. A vote was taken and approval given.

4.)

Presentation by Cindy Hawkins on the December 2015 financials. Mrs. Hawkins said you have a copy of the December Financials. There will be a little change in this, but we did finally end up having a month where we went in the red, and being in the winter and December, we expected that by just under \$50,000. Member Ferrell asked her to define "little" and she said \$50,000. She asked them to look at page 7 and said this is our Bad Debt Analysis, the bad debt that we assigned out. This is a record low for Benton Utilities for the year of 2015. We assigned \$99,945.47 for the year. It is our first time to be under \$100,000. Member Miller made a motion to approve the December financials, a second was made by Member Ferrell. A vote was taken and approval given.

5.)

Presentation by Cindy Hawkins on Billing Service's move possibilities. Mrs. Hawkins said Mr. Dewayne Hood was kind enough to print some pictures for her that she handed out. Mrs. Hawkins said we have been asked to move billing services out of the Municipal Complex. It is something that needs to be done. There is simply not enough room for us anyway. It's sooner than we had wanted to do it. Mr. McKinney put together a committee of herself, Mr. Hood, Mr. Fitzhugh and Mr. DiCicco. There are other options we have looked at in months past that did not come to fruition, and these are the most recent ones. There are 12 options we looked at and she put together a spreadsheet that gives you the address, what it is and the pros and cons of each of those locations. We still have some information to get. Mr. DiCicco is trying to get information on Airlane between Schwan's and Benton Sheet Metal. We don't know what the cost of the land will be. We know to build a building for Billing Services it will cost us between \$375 and \$400 thousand. Mr. McKinney said that is a contract to do all the work including building a drive up window. Mrs. Hawkins said and a safe room for the safety of our people. From what they know now of the different avenues we can go, it was a pretty good consensus among the 5 of them to build the building over on Edgemoor and Venturi near the Water Department.

6.)

Presentation by Blake Wilson on work related accidents in 2015. Mr. McKinney said one of the issues we had with the State in regards to our lost time was accidents and he will be talking about that. Mr. Wilson said he is going to go over this year and all the way back to 2013 to give a perspective on how well we are doing and where we came from. We have had a total of twenty-six (26) Workers Compensation Claims filed from 2013 through 2015 from all departments. In 2015 our total was a little bit higher on the claims with (11) with (1) lost day, but are still at (0) total lost time rate with the State. In 2014 our total claims total were (7) with (12) days of total lost time. In 2013 total claims reported were (8) with (15) days of total lost time. Our claims went up but the actual accidents were minor compared to the previous years.

7.)

Presentation by Mollie Wright on changing companies on the 457 retirement plan. Ms. Wright said the Utility's answer to a 401K is a 457 plan. Currently, we offer to our employees the Security Benefit Group Plan. The problem is that the gentleman who was our original representative was out of Little Rock. He was easy access and she believes his name was Mark Izzard. You could call him on the phone and he would help with anything you needed. He retired so he turned it over to a man out of St. Louis. That Gentleman didn't stay with the company very long. Now, the nearest contact we have with this organization is a telephone call to Pennsylvania. They are very kind when you call them, however she did a little research, and Arkansas Municipal League sanctions a program that is also sanctioned by the State of Arkansas. It is called Arkansas Diamond Deferred Compensation Plan. She printed a copy of a flier they sent her via email

so they can look at it. She believes this plan would be better for us. Currently, we are being assessed .55% administrative costs... the employees are. Arkansas Diamond, which is managed by Stephens Inc., Robert Jones with Stephens Inc., is our Stephen's contact. They actually access .15%, which is ¼ of the other company, as far as administrative costs. She would like to recommend that we allow our employees to use Arkansas Diamond and quit handing out information on Security Benefit Group Plan to the new hires that come in. The employees that are currently contributing to Security Benefit Group Plan are basically tied in for 5 years now. If they quit contributing now, in 5 years they can withdraw all of their money or withdraw the amount that is over 5 years. Member Martin made a motion to accept the recommendation and Member Miller seconded. Member Ferrell did not vote because his son works for Mr. Jones. Ms. Wright actually spoke to him and he was a very kind gentleman. He told her if anyone would like to talk to him to feel free to give him a call. He called her after she requested this information. A vote was taken and approval given.

8.)

Jeff Barnett would like to discuss the approval for the service bucket rehab. Mr. Barnett passed out a paper and said we went out for bids to rehab a 1 ton service bucket truck. We only had 1 bidder with the bid of \$93,395.57. It is budgeted in his budget. They included 2016 Ford Super Duty F550, 4WD Chassis. They will take the areal device and totally rehab it. We did that on a 2 ton truck in 2014. He would like them to approve the rehab of this truck so we can get it back in our fleet. Mr. McKinney said we are saving a considerable amount of money by buying a new chassis, because that is what wears out from running all the time. Like last time, he is putting a new chassis under that box that is there already, but that box is being completely rehabbed with hoses and everything will be gone through and rechecked and will pass the dialectic tests. So far that appears to be a very good program. Mr. Barnett said it actually has the same warranty as a brand new vehicle. Member Martin asked if this is the same company and Mr. Barnett said yes, TEREX. Member Martin asked if the price is in line with the other one and Mr. Barnett said it is quite a bit lower because that was a larger vehicle. It was a 2½ ton vehicle. Member Ferrell asked what the year of the truck is that is going to be rehabbed. Mr. Barnett said he believes it is a 2005. Mr. McKinney asked him to tell why they want to rehab. Mr. Barnett said the vehicle no longer runs and we were spending more in maintenance than was justifiable to do. It was too small for the unit placed on it. It is just worn out. He thinks the vehicle is older than a 2005 but it is close. Mr. McKinney said it was purchased before he got here. Member Ferrell asked what kind of boom reach a 1 ton is and Mr. Barnett said it's a 35 to 37 foot boom from the platform to the ground. Member Ferrell asked if this engine is a diesel and Mr. Barnett said yes, it's a 6.7 liter turbo diesel, 6 speed automatic transmission. Member Ferrell asked if it has an hour meter in it and Mr. Barnett said all of our vehicles wind up with one. He is sure it will have. Mr. McKinney said when we get our new vehicle mechanic, every vehicle we have will have an hour meter on it. That is how we will keep track of that. Maintenance is by the hour/runtime, because they sit so much running but not actually moving. Mr. Barnett offered them a copy of the specs. Member Ferrell asked if they are doing anything to the engine and Mr. Barnett said it will be a completely new chassis. It is a brand new 2016 chassis. Member Ferrell said he was just trying to get to the \$93,000. The body price is \$44,808.00 and to rehab the areal unit is \$48,587.57. The total package is \$93,284.57. It has a complete warranty and is the same as if you go out and spend \$140,000 for a brand new one. The warranty is a year. Member Martin asked if we are saving about \$50,000 by going this way and Mr. Barnett said pretty much. Member Miller made a motion to authorize the expenditure from Mr. Barnett's budget and Member Ferrell seconded the motion. A vote was taken and approval given.

9.)

Jeff Barnett would like to discuss paying First Electric approximately \$46,000 for line upgrade and a temporary metering point for the Hurricane Lake Project. Mr. Barnett said as you know we have secured a temporary metering point with First Electric. We are picking up about ½ a load in Hurricane Lake right now and is what we plan on doing. That will get us through the summer months. The delivery on the transformer will be June, which is a lot sooner than we anticipated. This is in our favor. It is going to have to happen anyway. He first asked for \$35,000 which he later found out did not include the metering portion. He doesn't think \$46,000 is the exact number but it is in the ball park. That includes everything needed but the wholesale power cost, and then we will take it from there. That will get us the metering point at our gate or substation... Mr. McKinney said this is an expense to First Electric and what they are charging us to get that power during the summer. Mr. Barnett's chore is going to be to use all of that power he can use. Member Ferrell asked if it is less than our wholesale power said Mr. McKinney said no, it is a lot higher. It is 8 ½ cents. Member Ferrell asked why we would use all we could and Mr. McKinney said the contract they are proposing is a 1 Mw contract for 24 hours a day and 30 days a month. Member Ferrell said we have to pay whether we use it or not and Mr. McKinney said that is correct. We have to use it as much as we can to minimize our losses. Member Ferrell said we don't have to turn that on unless we need it and Mr. McKinney said that is true but the agreement we signed with First Electric has to have a date. They have to go through the PUC for it. We haven't signed it yet but we know the cost. He says we will have to have it in March sometime. Member Ferrell asked how long we will have it and Mr. McKinney said they are proposing June, July, August and September of this year. Chairman Best said next year we will have the transformer. Member Ferrell made a motion for up to \$50,000. Member Miller seconded the motion. A vote was taken with approval given.

10.)

Jeff Barnett would like to discuss the pole attachment fees. He feels those fees need to go to the Utility Revenue NOT the General Fund. Mr. Barnett said since we have separated from the City. Which is the pole attachment rental. We buy the poles, install them and spend. He thinks the appropriate department would be the \$122,000 a year. Member Ferrell said they should take it under advisement. Member Best said they would take under advisement.

11.)

Mr. Hawkins said they had a letter from Wild Ivy. Mr. Holt was there when the pump it was last June that they had a problem with that. It failed and did back up into the ground floor. The top of the can. It is all fiberglass. Mr. Holt said we went there and there was about an inch of water in there. We don't know if the pump sat there and burned itself up. They have a slicer. The owner said the employees didn't put it in there. He doesn't feel it should be theirs. Mr. McKinney said it was originally set up as a model for log cabins. All of a sudden it turned into a business. It kind of evolved. Mr. McKinney said they called and say it failed. Mr. Holt said in January. Mr. McKinney said we are not putting the products in. Mr. Hawkins said we need to relinquish that. He would like to write her a letter in response to her letter. Member Miller asked what he would like to say in the letter and Mr. Hawkins said the station was obviously not ours. A motion was made and seconded to send the letter to Wild Ivy. A vote was taken and approval given.

Meeting adjourned to executive session at 7:36 and reconvened at 8:01 with no decision made.

Meeting adjourned at 8:02 p.m.

# BENTON ADVERTISING & PROMOTION COMMISSION

## Minutes

February 18, 2016

### I. CALL TO ORDER

Chairman Mark Fikes called the regularly scheduled meeting of the Benton Advertising & Promotion Commission to order on February 18, 2016 at 4:02 pm in the boardroom of the Benton Area Chamber of Commerce.

### II. ROLL CALL

Commissioners in attendance included: Mark Fikes, Bill Eldridge, Jerry Ponder, Luke Moody, Bill Donner and Alison Burch. Commissioner Elgin Hamner, IV was absent.

### III. MINUTES

Jerry Ponder made a motion to approve the minutes of the regular January meeting. Luke Moody seconded. Motion carried.

### IV. REPORT FROM NIKKI CHUMLEY, BENTON EVENT CENTER

Attendance is over 200,000. There are lots of returning renters who re-book immediately following their event. Some of the most recent larger events include Duck Duck Goose, a Vietnamese New Year's celebration with over 1,000 attendees and Rhea Lana's that moved in this week and is renting the building through the end of February. There are only seven days that the building is not rented between January 20 and March 20 (61 days).

### V. OLD BUSINESS

None.

### VI. NEW BUSINESS – 2016 Budget

Bill Eldridge reported that he, Jerry Ponder, Gary James, Jerry Beaty, Nikki Chumley and Steve Jordan met to prepare the 2016 budget. From the available historical information, they created the proposed budget and carefully split the income and expense items between the A&P Commission and the Benton Event Center.

Notable items include:

- The only income item for the A&P Commission is sales tax revenue which is split evenly between the A&P Commission and the Benton Event Center. This item will increase with new restaurants and hotels.
- The sales revenue income item for the Benton Event Center is budgeted at \$325,000. The sales revenue in 2015 was \$313,000.

Luke Moody made a motion to accept the proposed 2016 budget. Alison Burch seconded. Motion carried.

## VII. FUNDING REQUESTS

### Little Rock Comic Con

Michael Tinnel addressed the commission and stated that the requested funding would be used for advertising and not for the items listed on his application. The event is May 14-15 and it is the third time he's had it at the Benton Event Center. Last year was his largest convention with over 2,200 people in attendance. Lots of people from out of state attend the show, including special guests. The amount requested is \$5,000. Bill Donner made a motion to approve funding in the amount of \$500. Luke Moody seconded. Motion carried.

### Spring in Saline Home & Garden Show

Shaun McFarland addressed the commission and stated that it is the third year for the two day event and that vendor booths are almost sold out. His advertising strategy is to increase his target area from a 25 mile radius around Benton to a 50 mile radius. The amount requested is \$9,150. Bill Eldridge made a motion to approve funding in the amount of \$1,000. Bill Donner seconded. Motion carried.

## VIII. ADMINISTRATIVE

Jerry Ponder reported that in years past, the City of Benton sent packets out to businesses that pay the A&P sales tax once a year that included 12 payment forms. However, this did not happen this year. After consulting with City Attorney Brent Houston, it's been decided to make the form available on the City's website and that a Benton A&P Permit will be created by the City. Mark Fikes met with Gary James and they determined that the Benton Chamber will obtain a roster and the permits from the City and will prepare a mail out that will include a cover letter explaining how to obtain the form online, an example of the form and the new A&P permit. Mark Fikes made a motion that the Chamber will submit an invoice to the A&P Commission for this extra service and would be paid. Bill Donner seconded. Motion carried.

Jerry Ponder reported there are no serious delinquencies at this time.

IX. FINANCIAL REPORTS

Mark Fikes asked Gary James to share the financial reports. Sales revenue for the event center in January was \$32,335.13, the sales tax revenue was \$8,701.35 resulting in total income in January of \$41,799.02. Expenses for the event center in January were \$21,147.90, resulting in net income of \$21,147.90. Without the sales tax revenue, the net income would be \$12,446.55.

The total income for the A&P Commission was \$8,961.85 and total expenses were \$8,809.16, resulting in net income of \$152.69.

X. OTHER BUSINESS

Bill Donner reported that he is collecting items to be given to the city's Employee of the Year at the last City Council meeting in March. Items include gift cards, cash, products, etc.

XI. ADJOURNMENT

The meeting was adjourned on the motion of Luke Moody at 4:56.

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Mark Files  
Chairman

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Amy McCormick  
Recording Secretary

RESOLUTION NO. 12 OF 2016

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH SALINE COUNTY FOR THE FUNDING OF THE SALINE COUNTY DISTRICT COURT – BENTON DIVISION; AND FOR OTHER PURPOSES

WHEREAS, the City of Benton and Saline County have jointly paid for the operations of the Saline County District Court – Benton Division pursuant to a contract which has expired; and

WHEREAS, it has been determined that it is in the best interest of the city to enter into a new agreement with Saline County for the joint operations of the court.

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

SECTION 1: The Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Benton, a contract with Saline County for the operations of the Saline County District Court – Benton Division. This contract is attached hereto as Exhibit “1”.

PASSED AND APPROVED this the \_\_\_\_\_ day of March, 2016.

\_\_\_\_\_  
David J. Mattingly, Mayor

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

**INTERLOCAL AGREEMENT**

Between

THE CITY OF BENTON, ARKANSAS

and

SALINE COUNTY, ARKANSAS

January 1, 2016

THIS AGREEMENT, entered into this 1st day of January, 2016, between SALINE COUNTY, ARKANSAS (hereinafter referred to as the "County"), and THE CITY OF BENTON, County of Saline, State of Arkansas (hereinafter referred to as the "City"):

**WITNESETH**

1. The County and the City agree to the joint operation of the Saline County District Court-Benton Department, which is located in the Saline County Extension Complex at 1605 Edison Avenue, Benton, Saline County, Arkansas. The parties agree to share the costs of the operation of said court to include the following:

A. Rent. Calculated at the rate of Eight Dollars (\$8.00) per square foot of the area occupied by the court (approx. 5,600 sq. ft.);

B. Salaries. The amount of salaries to be paid to employees of the District Court shall be as determined by the salary schedule as adopted by the Saline County Quorum Court. "Personal Services" shall include the following:

i. Employer's portion of FICA (7.65% of gross salaries in 2012);

ii. Saline County Health Insurance Plan (Four Hundred Seventy-nine Dollars and Seventy-three cents (\$479.73) per employee, per month in (based on 2012);

iii. Life Insurance (Two Dollars and Fourteen Cents (\$2.14) per employee, per month, with a renewal date June 1;

iv. Dental Insurance, currently Twenty-Six Dollars and Sixty cents (\$26.60) per employee, per month, renewal date June 1;

v. Unemployment Insurance, currently budgeted at 1.6% of gross salaries;

vi. Retirement 14.88% of gross salaries, adjustment date July 1; and

vii. Workman's Compensation currently at .0195% of salaries.

The City of Benton will be billed for actual personal services amounts incurred by the County for the 2016 budget year.

C. Office supplies and other services and charges; and

D. Purchase price and maintenance of office equipment; and

E. Court Security Officer Expenses for the officers assigned to the Saline County District Court-Benton Department.

2. The District Court will submit its proposed budget to the Quorum Court Finance Committee and the City Council Finance Committee by the deadline required by the respective committees. A conference committee consisting of two (2) members of each of the governing bodies' Finance Committees shall meet with the District Judge no later than November 15<sup>th</sup> of each year to consider the proposed budget request. After the proposed budget is agreed upon it will be forwarded to the Saline County Quorum Court for adoption.

3. All employees of the District Court are, for purposes of this Agreement, employees of Saline County and will be participants in the schedule of salary and benefits of Saline County, as contained in the "Saline County Personnel Policy".

4. The County shall submit to the City, monthly, a bill for the City's share of the cost named in Paragraph 1 of this Contract, and the City will, upon receipt of such bill, cause a warrant to be issued to the Saline County Treasurer, in full payment for such costs. This cost shall be calculated on a pro-rata basis with the City responsible for fifty percent (50%) of the costs and Saline County responsible for fifty percent (50%) of the costs. Each party shall share the costs for the operational expenses for District Court based on this percentage.

5. An Independent Accountant's report on the District Court cash disbursements will be performed by June 30<sup>th</sup> for the preceding year. Both parties may participate in the report and have equal access to the accountant, his records and the records of the District Court. The parties shall select the accountant by April 1, 2016. The costs for obtaining such a report shall be split equally between the City and the County. Additionally, the parties may review any and all financial accounts of the District Court at any time. The District Court shall also provide a copy of all audits of the court to the Saline County Judge and to the Benton City Mayor within a reasonable time of the receipt of same.

6. Non-Assignability. Neither party shall, without the consent of the other, assign or transfer this Agreement or any rights or obligations hereunder to any other party, either corporate or political, during the effective lifetime of this Agreement.

7. Governing Law: No Oral Change. This Agreement sets forth the entire understanding of the parties relating to the operation of the Saline County District Court-Benton Department, supersedes all prior agreements, written or oral, relating to the Saline County District Court-Benton Department, and shall be governed by the laws of the State of Arkansas applicable to agreements made and performed therein, and may not be changed or terminated orally.

8. Duration. The term of this Agreement shall be one (1) year, beginning January 1, 2016, and ending at the close of business on December 31, 2016, and shall be renewable upon the mutual written agreement of the parties.

**WITNESS** the following signatures and seals:

**For the City of Benton:**

**For the County of Saline:**

\_\_\_\_\_  
David Mattingly as Mayor of Benton

\_\_\_\_\_  
Jeff Arey as Saline County Judge

RESOLUTION NO. 13 OF 2016

A RESOLUTION ACCEPTING THE LOWEST ACCEPTABLE BID  
FOR THE PURCHASE OF EQUIPMENT FOR THE FIRE  
DEPARTMENT; AND FOR OTHER PURPOSES

WHEREAS, the City of Benton after having advertised for bids for the purchase of self-contained breathing apparatus, cylinders, and SCBA masks for the Fire Department, the City Council has determined that the bid submitted by EVS is the lowest acceptable bid for this purchase and that the City should award the contract to this lowest acceptable bidder.

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

SECTION 1: The bid of EVS in the amount of \$288,174.72 is the lowest acceptable bid for the purchase and said bid should be, and is hereby, accepted and awarded to EVS. A copy of this bid is attached hereto as Exhibit "1" to this Resolution.

SECTION 2: The Mayor is hereby authorized to execute, on behalf of the City of Benton, a purchase order 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 to pay to EVS for the purchase. The sum of \$288,174.72, plus a ten percent contingency, is hereby deemed appropriated for this purpose.

PASSED AND APPROVED this the \_\_\_\_\_ day of March, 2016.

\_\_\_\_\_  
David J. Mattingly, Mayor

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



RESOLUTION NO. 14 OF 2016

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR FOR OPERATION AND MAINTENANCE OF THE GAGING STATION ON THE SALINE RIVER; APPROPRIATING THE FUNDS THEREFORE; AND FOR OTHER PURPOSES

WHEREAS, the City desires to enter into a joint funding agreement with the United States Department of Interior for the maintenance and operation of the gaging station on the Saline River which serves as a Flood Warning Information Station; and

WHEREAS, the City Council desires to authorize the Mayor and City Clerk to undertake such action as is necessary for the City to enter into such an agreement.

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

SECTION 1: The city council does hereby authorize the Mayor and City Clerk to execute any document as shall be necessary to enter into a joint funding agreement with the United States Department of Interior for the operation and maintenance of the gaging station on the Saline River which serves as a Flood Warning Information Station. This authorization shall include, but is not limited to, the Joint Funding Agreement which is attached hereto as Exhibit "A".

SECTION 2: The funds required to be paid by the City in the Joint Funding Agreement shall hereby be deemed appropriated.

PASSED AND APPROVED this the \_\_\_\_ day of March, 2016.

\_\_\_\_\_  
David Mattingly, Mayor

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

Form 9-1366  
(April 2015)

**U.S. DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEY**

**JOINT FUNDING AGREEMENT**

FOR

Water Resources Investigations

Customer #: 6000000784  
 Agreement #: 16ESAR000000023  
 Project #:  
 TIN #: 71-6000806  
 Fixed Cost  
 Agreement YES

**THIS AGREEMENT is entered into as of the, 1st day of January, 2016 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF BENTON, party of the second part.**

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for the operation and maintenance of the Saline River at Benton gaging station as a Flood Warning Information Station, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
  
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of
  - (a) by the party of the first part during the period
 

Amount	Date	to	Date
\$0.00	January 1, 2016		December 31, 2016
  
  - (b) by the party of the second part during the period
 

Amount	Date	to	Date
\$1,000.00	January 1, 2016		December 31, 2016
  
  - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:  
  
 Description of the USGS regional/national program:
  
  - (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
  - (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
  
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
  
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
  
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
  
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

9-1366 (Continuation)

Customer #:

600000784

Agreement #:

16ESAR00000023

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered annually. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey  
 United States  
 Department of the Interior  
USGS Point of Contact

CITY OF BENTON

Customer Point of Contact

Name: William E. Baldwin  
 Address: USGS LMG Water Science Center  
 Little Rock Office  
 401 Hardin Road  
 Little Rock, AR 72211  
 Telephone: (501) 228-3602  
 Email: bbaldwin@usgs.gov

Name: David Mattingly  
 Address: City of Benton  
 Post Office Box 607  
 Benton, AR 72018  
 Telephone: (501) 776-5900  
 Email: mayormattingly@bentonar.gov

Signatures and Date

Signature:		Date:	2/11/16	Signature:	_____	Date:	_____
Name:	W. Scott Bain	Name:	David Mattingly				
Title:	Director, USGS LMG Water Science Center	Title:	Mayor, City of Benton				



DEPARTMENT OF THE ARMY  
LITTLE ROCK DISTRICT, CORPS OF ENGINEERS  
POST OFFICE BOX 867  
LITTLE ROCK, ARKANSAS 72203-0867  
[www.swl.usace.army.mil/](http://www.swl.usace.army.mil/)

January 8, 2016

Regulatory Division

SUBJECT: Corps of Engineers Public Notice No. **SWL 1982-09045-GK**

You are receiving this notification because you have either requested to be notified of our public notices or are an adjoining property owner of the applicant listed below.

Pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 U.S. Code 403) and Section 404 of the Clean Water Act (33 U.S. Code 1344), notice is hereby given that

U.S. Army Corps of Engineers  
Little Rock District  
700 West Capitol Avenue  
Little Rock, Arkansas 72201

is considering the reissuance of a Regional General Permit for the placement of dredged and fill material in waters of the United States associated with the construction of boat launching ramps on waters of the United States within the Little Rock District in the States of Arkansas and Missouri.

An electronic copy of the Public Notice can be viewed on the Little Rock District, Regulatory Division webpage at <http://www.swl.usace.army.mil/Missions/Regulatory/PublicNotices.aspx> or a hard copy can be obtained from the Corps of Engineers through the contact information listed below.

If additional information is desired, please contact the project manager, Lisa Boyle, telephone number: (501) 324-5295, mailing address: Little Rock District Corps of Engineers, Regulatory Division, PO Box 867, Little Rock, Arkansas 72203-0867, email address: [Lisa.A.Boyle@usace.army.mil](mailto:Lisa.A.Boyle@usace.army.mil)

RESOLUTION NO. 15 OF 2016

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK  
TO EXECUTE A LEASE AGREEMENT WITH THE ARKANSAS  
GAME AND FISH COMMISSION; AND FOR OTHER PURPOSES

WHEREAS, the City of Benton, Arkansas wishes to execute a lease with Arkansas Game and Fish commission for the property located at 915 East Sevier, Benton, Arkansas for a period of five (5) years (Exhibit 1) with a monthly payment of \$550.00.

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

SECTION 1: The Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Benton, a lease agreement with the Arkansas Game and Fish Commission and to execute such documents as may be necessary or convenient to accomplish the purpose of this resolution.

PASSED AND APPROVED this the \_\_\_\_\_ day of March, 2016.

\_\_\_\_\_  
David J. Mattingly, Mayor

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

**Exhibit 1**

**REAL ESTATE LEASE**

**THIS AGREEMENT**, made and entered into between the City of Benton, Arkansas, (hereafter referred to collectively as "Lessor"), and the Arkansas Game and Fish Commission (hereafter referred to as "Lessee").

1. **Leased Premises**. For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by the Lessee as obligations to the Lessor, the Lessor lets, leases and demises unto the Lessee, subject to the terms and conditions contained herein, the following property situated at 915 East Sevier Street, Benton, AR 72015 in Saline County,:

**TO HAVE AND TO HOLD** said premises unto the said Lessee for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. **Term**. This lease shall commence on June 1, 2016 and shall extend for a term of five (5) years, ending at midnight on May 31, 2021. Lessee may elect to terminate the lease at any time prior to April 30, 2021, without penalty upon condition that (1) Lessee provides Lessor with written notice, no less than sixty (60) days prior to the date of termination, that Lessee intends to elect to terminate the lease and (2) Lessee pays Lessor the rent, pro-rated on a monthly basis, incurred through the date of termination. Additionally, Lessee shall have a right to extend this lease on a month-to-month basis for not more than twelve (12) months upon condition that (1) Lessee provides Lessor with written notice, no less than sixty (60) days prior to the expiration of the term of the lease, that Lessee intends to exercise such right to extend the lease and (2) Lessee continues to pay Lessor the same amount of rent, pro-rated on a monthly basis, as agreed between Lessor and Lessee herein.

3. Rent. Lessee agrees to pay to Lessor as rental for the full term of this lease the sum of **FIVE HUNDRED FIFTY DOLLARS AND NO CENTS (\$550.00)** per month, due by the tenth (10th) each month hereafter. Lessee may pre-pay all or part of the rent without penalty.

4. Right of First Refusal. If Lessor, during the lease term, or any extension thereof, elects to sell all or any portion of the premises, whether separately or as a part of the larger parcel of which the premises are a part, Lessee shall have a right of first refusal to purchase the premises on such terms and conditions as may then be negotiated between Lessor and Lessee. If Lessor has been presented with a bona fide offer of sale from an unaffiliated third party ("third party offer"), Lessor shall be entitled to purchase the premises on the same terms and conditions as the third party offer. If within ninety (90) days after written notice of such third party offer, Lessee does not agree to purchase the premises on terms and conditions at least as favorable to Lessor as the third party offer, Lessor may sell the premises or any portion thereof to such third person in accordance with the terms and conditions of the third party offer.

5. Signs. Lessee shall not erect or install any exterior signs or advertising without first consulting with and obtaining the approval of the Lessor, such approval not to be unreasonably withheld. Lessee agrees that it will not, without first consulting with and obtaining the approval of the Lessor, utilize any form of advertising disruptive to the surrounding area and the general public, including but not limited to, loudspeakers, phonograph or related electronic equipment, radios, compact discs, or similar devices which will be operated in such a manner as to project sound outside of the leased premises.

6. Maintenance and Repairs. Lessor shall be responsible for reasonable maintenance and repair of the premises. Lessee shall contact Lessor in the event any repairs to the premises are required. Lessor shall be responsible for all plumbing, heating, and air conditioning repairs, provided that such repairs are not occasioned by the act, neglect or omission of Lessee or its agents or invitees. Lessee shall maintain the premises in good order at all times and shall return

the premises in the same condition as existed at the commencement of this lease, reasonable wear and tear excepted. Lessee shall be solely responsible for the construction, maintenance and repair of any improvements made by Lessee to the premises. Lessee shall be the owner of such improvements during the pendency of the lease. Lessee covenants that any improvements to the property will be constructed maintained and repaired consistent with the Lessor's ordinances rules and regulations. All improvements shall become the property of the Lessor at the expiration of this lease (as such lease term may be extended or modified from time to time) or upon final termination of the lease. Personal property that can be removed from the premises without material damage to the premises shall remain the property of Lessee and may be removed by Lessee upon termination or expiration of this lease. Nothing herein precludes the combination of Lessee's and Lessor's resources to affect a repair to the property if deemed necessary and appropriate by both parties to this lease agreement.

7. Taxes. The premises are currently improved and have been assessed for real property or other taxes. It is anticipated that the use of the property by Lessee will not result in the property being subject to taxes of any nature. Lessor agrees that it will join with Lessee in opposing any tax assessments levied against the leased premises so long as the premises shall be used only for public purposes.

8. Use. Lessee agrees to use the leased premises for the purpose of operating a field office, which may include administrative offices, meeting room, classroom facilities, vehicle parking and other uses associated with a field office open to the public, but for no other purpose or use unless the written consent of the Lessor has been obtained in advance to the different purpose or use.

9. Assignment. Lessee shall not assign this lease or sublet the leased premises without prior written consent of the Lessor.

10. Lessee's Default. If Lessee defaults in the payment of the rent for a period of ninety (90) days or longer, or as to any covenant herein provided for a period of ninety (90) days or longer after receipt of written notice from Lessor specifying such default, or the Lessee fails to take possession of the leased premises within a reasonable time after commencement of the lease, or should the Lessee abandon the premises or cease operation of the regional office, then Lessor shall have the right to reenter the leased premises and take possession of same and all improvements thereon, and this lease shall terminate. Lessee agrees that in such event it will vacate the leased premises promptly.

11. Non-Waiver. It is agreed that the failure of the Lessor to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by Lessee under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent Lessor from invoking such remedies in the event of any future breach or default.

12. Holdover. Lessee agrees that it will peaceably deliver possession of the leased premises to Lessor upon expiration or earlier termination of the lease. In the event it should become necessary for Lessor to institute any action at law or in equity to recover possession of the leased premises from Lessee at the time of expiration or earlier termination, Lessee agrees that it will pay Lessor's reasonable court costs.

13. Compliance with Laws. Lessee shall conduct its activities and operations on the leased premises in compliance with applicable regulations, rules and laws of any governmental authority with jurisdiction over the leased premises. Provided, however, that Lessor shall adopt no ordinance, regulation or resolution imposing specific conditions on Lessee's operation on the leased premises that are more stringent than generally applicable throughout the City of Benton or Saline County.

14. Trash. Lessee agrees to provide receptacles for the disposal of trash, litter, refuse and debris, and will employ reasonable clean-up measures to keep the leased premises free from same.

15. Utilities. Lessee agrees to be responsible for all electrical and water services, including usage, for the regional office for the duration of this lease.

16. Title and Quiet Enjoyment. Lessor covenants and warrants that it is the legal owner of the leased premises and may lease said premises as herein provided. Upon payment by the Lessee of the rents herein provided and upon the observance and performance of the covenants, terms and conditions upon Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the demised premises for the term hereby demised without hindrance of interruption by Lessor or any other person or persons lawfully or equitably claiming by, through, or under Lessor, subject to the terms and conditions of this lease. Lessee may restrict access to the leased premises by such means as necessary to operation of the nature center and security of the improvements and Lessee's personnel on the property.

17. Succession. This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successor and assigns.

18. Waste. Lessee agrees not to commit waste, nor permit waste to result or to be done to or upon the aforesaid property and premises; nor store or permit to be stored thereon or therein any explosives which would increase the fire hazard; and not to operate or cause to be operated, or allow to exist thereon or therein, any public or private nuisance.

19. Severability. Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph is invalid or unenforceable for any reason, all remaining paragraphs will remain in full force and effect.

20. Interpretation. This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

21. Notice. All notices, requests, demands and other communications required by or permitted hereunder shall be in writing and shall be deemed to have been duly given when received by the party to whom directed; provided, however, that notice shall be conclusively deemed given at the time of its deposit in the United States Mail when sent by certified mail, postage prepaid, to the other party at the following addresses (or at such other addresses designated in writing by the parties).

**LESSEE:**

To: Arkansas Game and Fish Commission  
Attention: Director  
#2 Natural Resources Drive  
Little Rock, Arkansas 72205

And copy to: Arkansas Game and Fish Commission  
Attention: Brian Wagner and Bob Cushing  
Benton Field Office  
915 East Sevier  
Benton, AR 72015

**LESSOR:**

To: City of Benton  
Attention: Mayor David Mattingly  
114 South East Street  
Benton, Arkansas 72015

22. Multiple Originals. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. Complete Agreement. This lease agreement constitutes the complete agreement of the parties and supersedes all prior agreements, contracts and understandings between the parties relating to the subject matter hereof.

**IN WITNESS WHEREOF**, the parties hereto set their hands and seals on the date found next to their respective signatures.

**CITY OF BENTON**

**BY:** \_\_\_\_\_  
**David Mattingly, MAYOR**

**DATE:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
**Cindy Stracener, CITY CLERK**

**ARKANSAS GAME AND FISH COMMISSION**

**BY:** \_\_\_\_\_  
**Loren Hitchcock, DIRECTOR**

**DATE:** \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF ARKANSAS  
COUNTY OF SALINE:**

**ON THIS DAY** appeared before me, a Notary Public, duly commissioned and acting in the state and county aforesaid, David Mattingly and Cindy Stracener, known to me as the Mayor and City Clerk of the City of Benton, Arkansas, respectively, who stated that they had executed the foregoing Real Estate Lease in their official capacities for the purposes and consideration therein set forth.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

\_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF ARKANSAS  
COUNTY OF PULASKI:**

**ON THIS DAY** appeared before me, a Notary Public, duly commissioned and acting in the state and county aforesaid, \_\_\_\_\_, known to me as the Director of the Arkansas Game and Fish Commission, who stated that he had executed the foregoing Real Estate Lease in his official capacity for the purposes and consideration therein set forth.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

\_\_\_\_\_

RESOLUTION NO. 16 OF 2016

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO FILE A LAWSUIT IN THE SALINE COUNTY CIRCUIT COURT SEEKING TO ABATE A NUISANCE LOCATED AT 617 EDGEMOORE TERRACE, BENTON, ARKANSAS; AND FOR OTHER PURPOSES

WHEREAS, the City Council of the City of Benton was been presented with photographs of the conditions of the property located at 617 Edgemoore Terrace in Benton, these photographs are attached hereto as Exhibit "1" collectively; and

WHEREAS, the City Council finds that the conditions at this property are unsightly and pose a significant risk to the public health, safety and welfare and in particular to the neighbors who live in the vicinity of this property; and

WHEREAS, the City Council finds and declares that this property is a nuisance to the public which should be abated; and

WHEREAS, it has been determined that the best course of action for the city is to direct the City Attorney to file suit against the property owner(s) and anyone who maintains an interest in the property and ask the Saline County Circuit Court to also find that the property conditions constitute a public nuisance which should be abated.

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

SECTION 1: For the reasons stated above, the City Attorney is hereby authorized to bring a cause of action in the Saline County Circuit Court seeking a court order to abate a public nuisance located at 617 Edgemoore Terrace, Benton, Arkansas.

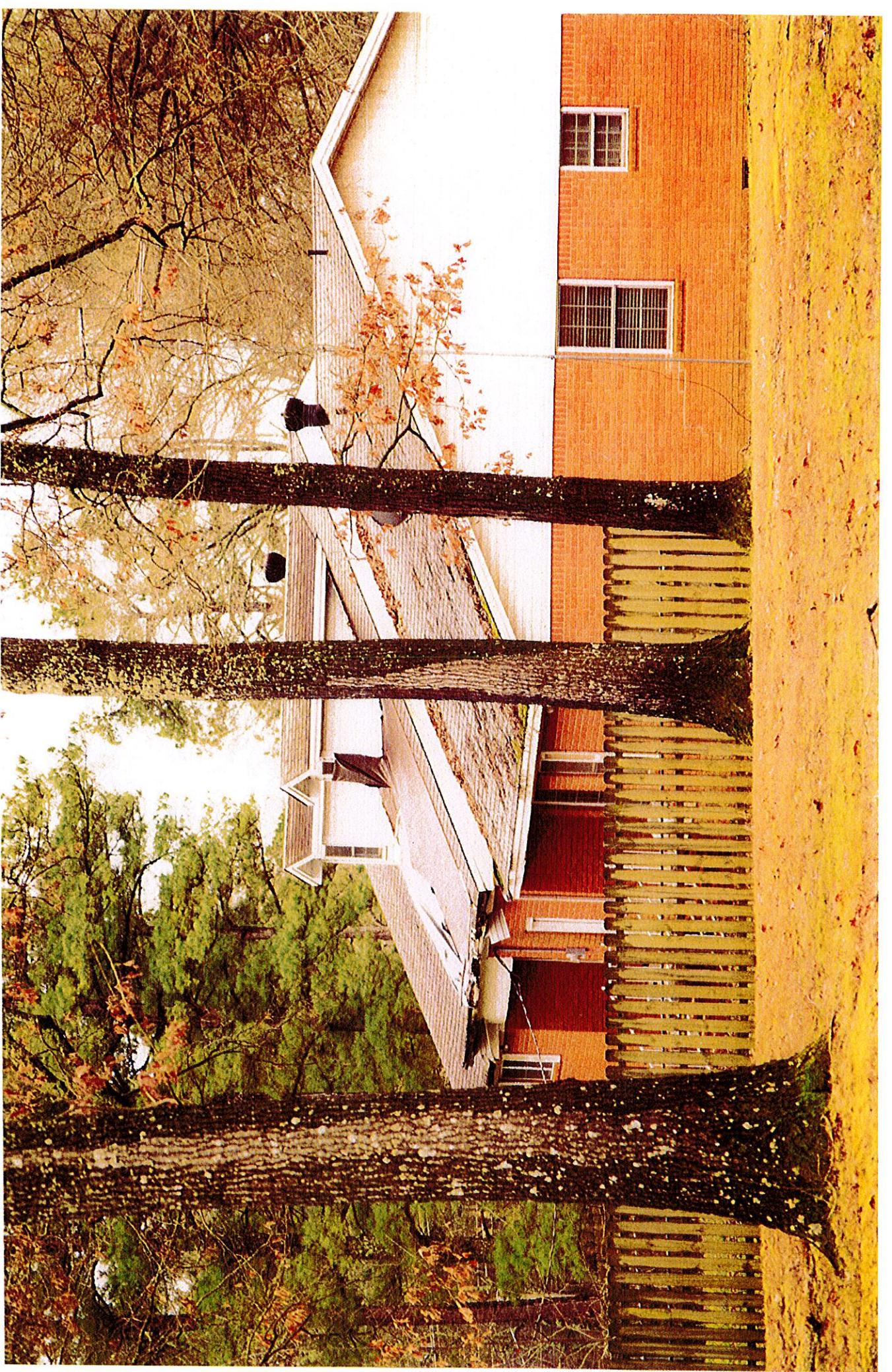
PASSED AND APPROVED this the \_\_\_\_\_ day of March, 2016.

\_\_\_\_\_  
David J. Mattingly, Mayor

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

Exhibit "1"











## Ordinance No. 9 of 2016

### AN ORDINANCE ESTABLISHING PROCEDURES FOR RENAMING STREETS WITHIN THE CITY OF BENTON, ARKANSAS; AND FOR OTHER PURPOSES

WHEREAS, the City Council of the City of Benton has determined that there are not any procedures in place for renaming existing streets within the city; and

WHEREAS, it is in the best interest of the city to establish procedures for renaming streets should members of the community desire to make a change.

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

SECTION 1. Any resident of the city of Benton who is at least eighteen years of age, a Benton real property owner, or a group comprised exclusively of Benton city residents may petition the city to rename a street which presently exists within the city.

SECTION 2. Before the City Council hears a petition to rename the street, the following shall occur:

1. The petitioner(s) shall file with the Office of Community Development a petition making the request to rename a street. If multiple streets are being requested, a separate petition shall be required for each street.
2. The proposed street names shall conform to the same requirements of the city for the naming of new streets. The Office of Community Development shall not proceed with the petition if the proposed name does not conform to the regulations of the city for the naming of new streets.
3. Within sixty (60) days of the filing of the petition, the petitioner(s) shall do the following:
  - a. Publish notice in a newspaper with a general circulation in the city notifying the public of the request. The Office of Community Development shall approve the form of the notice before it is published. The notice shall run one time a week for two consecutive weeks. The notice shall include the date for a hearing on the petition which shall take place before the Planning and Zoning Commission. Proof of publication from the newspaper shall be provided by the petitioner(s) to the Office of Community Development.
  - b. The property owners for each parcel of land adjacent to the street, as determined by the Saline County Tax Assessor, shall be sent, by certified mail, a notice of the petition along with the date of the hearing where the petition will be considered by the Planning and Zoning Commission. The form of the notice shall be approved by the Office of Community Development before it is mailed. All notices shall be mailed no later than thirty (30) days before the date of the hearing. Proof of mailing to each property owner shall be provided by the petitioner(s) to the Office of Community Development.
  - c. All residential and commercial property tenants shall be given a door hanger, to be placed on the front door of all occupied structures, which provides notice to the occupants of the properties of the petition along with the hearing date for the petition to be considered by the Planning and Zoning Commission. The form of the hanger shall be approved by the Office of

Community Development before the placement occurs. The placement of the door hanger shall occur at least seven (7) days prior to the hearing on the petition by the Planning and Zoning Commission. Verification of the placement of the hangers shall occur by affidavit which shall be given to the Office of Community Development along with photographs of a representative sample of the properties on the street showing the placement occurred.

- d. Signs shall be placed at regular intervals on the subject street informing the public a proposal is being considered to change the name of the street.
  - e. Obtain the written consent of fifty percent (50%) plus one (1) of the property owners who agree to change the street name. In calculating the number required for the percentage, each parcel of land shall be counted as one separate property owner, regardless of the number of parcels an individual may own on the street.
4. Once the petition is filed, the Office of Community Development shall schedule a hearing with the Planning and Zoning Commission which shall occur no earlier than sixty (60) days after the filing of the petition, but no more than ninety (90) days after the filing of the petition.
  5. At the time hearing, should the petitioner(s) fail to substantially comply with the notice provisions in paragraph number 3 of this section of the ordinance, the Planning and Zoning Commission shall deny the petition.
  6. At the hearing on the petition, the Planning and Zoning Commission shall consider the following factors in determining whether or not to rename the street:
    - a. The effect of the name change on the residents of the street including the cost of compliance.
    - b. The preference of the majority of the residents of the street either for or against the proposed name change.
    - c. The historical significance of both the name of the street and/or the proposed street name.
    - d. The city's regulations on naming new streets, including, but not limited to, any possible confusion with existing streets with a similar name in the city and/or the maximum number of characters allowed for street signs.
    - e. Any 911 regulations concerning the name of a street.
    - f. Any rules or regulations of the Postmaster.
    - g. Any other factor(s) the Commission deems appropriate.
  7. Should the petition be granted by the Planning and Zoning Commission, an ordinance approving the petition shall then be considered by the City Council beginning at its next regular session which it may in its discretion either pass or fail to pass.

SECTION 3. This ordinance is deemed to establish procedures for renaming streets which are presently in existence. Any platted but undeveloped street within the city may be renamed using the same procedures for modifying an approved final plat. The proposed name shall comply with the city's regulations for naming new streets.

SECTION 4. The Office of Community Development shall create standardized forms and example documents for use by the public which shall include at a minimum the petition, the

public notice and the door hangers. The cost of complying with the notice provisions of this ordinance shall be bore by the petitioner(s).

SECTION 5. Should a petition be granted by the City Council, the Office of Community Development shall notify the necessary government offices and the property owners of the change in the street name at no expense to the petitioner(s).

SECTION 6. Should a petition fail, by either the failure to obtain a majority vote of the Planning and Zoning Commission or of the City Council, or due to a denial of the petition under Section 2, paragraph 5 of this Ordinance for failing to give proper notice, a subsequent petition may not be filed for that particular street, by any petitioner, after the passage of twelve (12) months from the date of the denial or dismissal of the petition.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
David J. Mattingly, Mayor

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

DESIGNATED FOR PUBLICATION

ORDINANCE NO. 10 OF 2016

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

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

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

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

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

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

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

PASSED and APPROVED this the \_\_\_\_\_ day of March, 2016.

\_\_\_\_\_  
**David J. Mattingly**  
**Mayor**

Attest:

\_\_\_\_\_  
**Cindy Stracener**  
**City Clerk**

# Exhibit "A"

# Agreement for Pre-Annexation

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ by and among the City of Benton, Arkansas, herein after referred to as "City" and  
\_\_\_\_\_, hereinafter referred to as "Annexing Party."

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

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

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

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

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

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

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

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

2. The City represents and agrees as follows:

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

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

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

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

Annexing Party

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

Owner

City of Benton

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

Mayor

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

City Clerk

**ORDINANCE NO. 11 OF 2016**

**AN ORDINANCE ADOPTING BY REFERENCE, THE ARKANSAS FIRE PREVENTION CODE, 2012 EDITION, OR LATEST ADOPTED REVISION; REPEALING ORDINANCE 40 OF 2004 AND ANY ORDINANCES IN CONFLICT THEREWITH; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES**

**WHEREAS**, the Mayor and City Council of the City of Benton, Arkansas, desire to update the City Fire Prevention Code to coincide with the State of Arkansas Fire Prevention Code; and

**WHEREAS**, the Arkansas Fire Prevention Code, 2012 Edition consist of Volume I: Fire; Volume II: Building; and Volume III: Residential;

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

**SECTION 1.** The City of Benton does hereby adopt by reference the “Arkansas Fire Prevention Code, 2012 Edition” for the purpose of establishing rules and regulations to assist in prevention and controlling fires in and outside of structures in the City of Benton so as to safeguard life, health and public welfare and the protection of property, that certain Fire Prevention Code known as the Arkansas Fire Prevention Code, 2012 Edition thereof, as well as subsequent editions as adopted by the State of Arkansas, and the same are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the corporate limits of the City of Benton, Arkansas, except as regulated by other ordinances.

**SECTION 2.** Not less than three (3) copies of this code, or the pertinent parts thereof, have been and are now filed in the office of the City Clerk of the City of Benton, Arkansas, for inspection and view by the public prior to the passage of this ordinance, and the same are hereby adopted and incorporated, as amended, as full as if set out at length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling.

**SECTION 3.** Pursuant to A.C.A. § 14-55-207(c), the City of Benton has published a public notice, by publication in a paper of general circulation within the City of Benton, stating that copies of code, or the pertinent parts thereof, are open to public examination prior to passage of this ordinance.

**SECTION 4.** Ordinance 40 of 2004 is hereby repealed. Any other ordinances or parts of ordinances in conflict herewith are repealed to the extent of the conflict.

**SECTION 5.** This ordinance is necessary for the protection of the peace, health and safety of the citizens of Benton, and therefore, an emergency exists, and this ordinance shall go into effect from and after its passage and approval.

**PASSED AND APPROVED** this \_\_\_\_\_ day of March, 2016.

APPROVED:

---

David Mattingly, Mayor

ATTEST:

---

Cindy Stracener, City Clerk

DESIGNATED FOR PUBLICATION

**ORDINANCE NO. 12 OF 2016**

**AN ORDINANCE AMENDING THE 2016 BUDGET FOR THE PARKS AND RECREATION FUND AS ADOPTED IN ORDINANCE 64 OF 2015; APPROPRIATING FUNDS FOR THE PARKS DEPARTMENT; ACCEPTING A DONATION FROM EVERETT BUICK GMC FOR THE RENOVATION OF THE CONCESSION STAND AT BERNARD HOLLAND PARK; DESIGNATING A NAME FOR THE CONCESSION STAND PURSUANT TO A.C.A. §25-1-121; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES**

WHEREAS, the city council has received from Everett Buick GMC a donation in the amount of \$150,000.00 which will be designated for the renovation of the concession stand at Bernard Holland Park; and

WHEREAS, the City Council needs to amend the 2016 Parks and Recreation Fund budget to account for this additional revenue and budget for the cost of the renovations.

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

SECTION 1: Pursuant to the authority granted in A.C.A. 14-58-202 and 14-58-203 the City Council does hereby amend the FY2016 City of Benton Budget as adopted in Ordinance 64 of 2015. The revised expenditures for the operations of the city are attached hereto as Exhibit "1" to this ordinance and are more fully described therein. The adoption of this amendment shall be deemed as an appropriation pursuant to the foregoing statutes as well as any other applicable ordinances of the city.

SECTION 2: In as much as more than fifty percent of the (50%) of the cost of the renovation of the structure will be paid for from private funds, the City Council wishes to express its appreciation for the donation and pursuant to A.C.A. § 25-1-121 does hereby name the structure the Everett Buick GMC Concession Stand. Appropriate signage may be placed on the building to so designate the name. This designation shall last seven (7) years from the date of the completion of the renovations.

SECTION 3: It is hereby found and determined that there is an immediate need to amend the budget to account for additional revenue, as well as appropriate funds for the renovation of the concession stand at Bernard Holland Park. Therefore, an emergency exists and this ordinance is necessary for the preservation of the public peace, health and safety. It shall be in full force and effect immediately from and after its passage and approval.

PASSED AND APPROVED this the \_\_\_\_\_ day of March 2016.

\_\_\_\_\_  
David Mattingly, Mayor

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

NOT DESIGNATED FOR PUBLICATION



## FY2016 Operating Budget

The Parks Committee of the City of Benton does hereby submit for approval a budget amendment for the Fiscal Year 2016. This submittal includes a revision for the Parks Fund.

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

Section 2 is a detailed explanation of the amended Receipts & Disbursements that make up this Fiscal Year 2016 budget amendment.

### **Section 1: Amended Appropriations – Fiscal Year 2016**

#### Parks Fund

	Beg Approved Amt	Amendment	End Revised Amt
Receipts	\$2,977,876	150,000	\$3,127,876
Human Resources	\$641,640	-0-	\$641,640
Operations & Maintenance	\$671,500	-0-	\$671,500
Capital Items	\$1,493,625	50,000	\$1,543,625

### **Section 2: Receipts & Disbursements - Fiscal Year 2016**

#### Parks Fund

##### Receipts

This budget amendment recognizes the donation from Everett Buick GMC for renovating the concession stand at Holland Park for \$150,000 (680.11.35.00).

##### Disbursements

This budget amendment allows an additional expenditure of funds for the Everett Buick GMC concession stand renovation in the amount \$50,000 (850.90.35.00). That project's budget total will now be \$200,000.