

BENTON CITY COUNCIL MEETING

JULY 27, 2015

7:00 PM



AGENDA MEETING 6:15 PM



BENTON MUNICIPAL COMPLEX
114 SOUTH EAST STREET
COUNCIL CHAMBERS

DAVID MATTINGLY, MAYOR

REGULAR SESSION
July 27, 2015
7:00 PM
AGENDA

- | | | |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| I. | Call to Order | Mayor Mattingly |
| II. | Invocation | |
| III. | Pledge of Allegiance | Alderman Baptist |
| IV. | Roll Call | City Clerk |
| V. | Approval of Minutes | July 13, 2015
<i>Regular Meeting</i> |
| VI. | Swearing-In Ceremony
<i>Officer Quinterius Thrower</i> | Mayor Mattingly |
| VII. | Service Award Presentation
<i>Darren Prysock, 30 Years</i> | Mayor Mattingly |
| VIII. | Employee of the Month
<i>Detective Dustin Hamm, June 2015</i> | Alderman Donnor |
| IX. | COMMITTEE REPORTS & MOTIONS | |
| | 1. Finance Committee | Alderman Ponder |
| | A.) PRESENTATION OF 2014 AUDITED FINANCIALS | |
| | B.) MOTION TO TRANSFER 50% OF THE 2014 UNPLEGGED REVENUE TO THE FINANCIAL STABILITY FUND, PER ORDINANCE 84 OF 2007 | |
| | C.) ORDINANCE NO. 36 OF 2015
<i>AN ORDINANCE WAIVING CONSTRUCTION RELATED FEES FOR RIVERSIDE PARK; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES</i> | |
| | D.) ORDINANCE NO. 37 OF 2015
<i>AN ORDINANCE AMENDING THE 2015 BUDGET FOR THE GENERAL FUND AS ADOPTED IN ORDINANCE 75 OF 2014; APPROPRIATING FUNDS FOR THE POLICE DEPARTMENT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES</i> | |
| | E.) RESOLUTION NO. 38 OF 2015
<i>A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH FIDELITY COMMUNICATIONS FOR AN INTERNET CABLE MODEM; AND FOR OTHER PURPOSES</i> | |
| | 2. Community Services/Animal Control | Alderwoman Reed |
| | A.) ORDINANCE NO. 38 OF 2015
<i>AN ORDINANCE REZONING CERTAIN LAND IN THE CITY OF BENTON, SALINE COUNTY, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES</i> | |

B.) ORDINANCE NO. 39 OF 2015

AN ORDINANCE PROVIDING FOR A CONDITIONAL USE FOR A NURSING HOME; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

C.) ORDINANCE NO. 40 OF 2015

AN ORDINANCE PROVIDING FOR A CONDITIONAL USE FOR AN ASSISTED & INDEPENDENT LIVING COMMUNITY; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

- | | | |
|-----------|------------------------------------------------|---------------------------------------------|
| 3. | Streets & Drainage Committee | Alderman Cunningham |
| 4. | Personnel/Health & Safety Committee | Alderman Donnor |
| 5. | Parks Committee | Alderman Lee |
| 6. | Public Utilities Commission | Alderman Herzfeld |
| 7. | A & P Commission | Aldermen Donnor/
Alderman Ponder |

X. Unfinished Business

XI. New Business

XII. Old Business

XIII. Announcements

XIV. Adjourn

MINUTES OF THE BENTON CITY COUNCIL
Regular Session
July 13, 2015
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 Terrell led the pledge of allegiance.

Roll was called.

The following persons were in attendance:

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

When roll was called nine (9) council members were present. A quorum was declared. Alderman Gardner was absent.

The Mayor requested approval for the June 22, 2015 city council meeting minutes. Alderman Lee made a motion to approve the minutes. Seconded by Alderman Herzfeld. The Mayor called for a voice vote on the approval of the minutes. All aldermen present replied in the affirmative. The minutes for the June 22, 2015 council meeting were approved with 9 affirmative and 1 absent vote.

The next item on the agenda was committee reports and motions. Alderman Ponder was recognized for the Finance Committee report. He stated that the committee would be meeting this Thursday July 16th at 6:00 pm.

Alderman Reed was recognized for a report from the Community Service/Animal Control Committee. Alderman Reed asked for the second reading of Ordinance 32 of 2015 - An Ordinance Rezoning Certain Land in the City of Benton, Saline County, Arkansas; Declaring an Emergency; and For Other Purposes. Seconded by Alderman Cunningham. The ordinance was read by the city clerk. This ordinance rezones 4717 and 4727 Alcoa Road from R1-7.5 to Highway Commercial. It was requested by Arby Smith, ALS Holdings, LLC; they plan on building an assisted living facility on the property. The Mayor asked for any comments. None. Alderman Reed motion to suspend the rules for the third reading of Ordinance 32 of 2015. Seconded by Alderman Ponder. 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 Gardner absent, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Motion to suspend the rules was approved with 9 affirmative and 1 absent vote. Alderman Reed made a motion to adopt Ordinance 32 of 2015 on its third reading by title only. Seconded by Alderman Baptist. The ordinance was read by title only. Alderman Reed made a motion to adopt Ordinance 32 of 2015 on its third reading. 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 Gardner absent, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Ordinance 32 of 2015 was adopted on its third reading with 9 affirmative and 1 absent vote. Alderman Reed 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 Gardner absent, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. The emergency clause was approved with 9 affirmative and 1 absent vote.

Alderman Reed asked for the second reading of Ordinance 33 of 2015 – 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. This ordinance rezones property located at 6718 and 6720 Alcoa Road from R1-7.5 to Highway Commercial CH. It was requested by HARSU, LLC, Landers Development and Hope Consulting are acting on their behalf. The Mayor asked for any comments. None. Alderman Reed made a motion to suspend the rules for the third reading of Ordinance 33 of 2015 by title only. 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 Gardner absent, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Motion to suspend the rules was approved with 9 affirmative and 1 absent vote. Alderman Reed made a motion to read Ordinance 33 of 2015 by title only. 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 Gardner absent, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Motion was approved with 9 affirmative and 1 absent vote. Alderman Reed made a motion to adopt Ordinance 33 of 2015 on its third reading. 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 Gardner absent, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Ordinance 33 of 2015 was adopted on its third reading with 9 affirmative and 1 absent vote. Alderman Reed made a motion to approve 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 Gardner absent, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. The emergency clause was approved with 9 affirmative and 1 absent vote.

Alderman Reed made a motion to adopt Resolution 37 of 2015 – A Resolution Authorizing the City Attorney to File a Lawsuit in the Saline County Circuit Court Seeking to Abate a Nuisance Located at 2719 Salt Creek Road, Benton, Arkansas; and For Other Purposes. Seconded by Alderman Cunningham. 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 Gardner absent, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Resolution 37 of 2015 was adopted with 9 affirmative and 1 absent vote.

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

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

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

Alderman Herzfeld was recognized for a report from the Public Utility Commission. Alderman Herzfeld asked for the first reading of Ordinance 34 of 2015 – An Ordinance Waiving Competitive Bidding and Authorizing and Ratifying the Purchase of a Replacement Walker Process Grit Washer for the Benton Utilities Wastewater Treatment Department; Declaring an Emergency; and for Other Purposes. Seconded by Alderman Ponder. The ordinance was read by the city clerk. Alderman Herzfeld made a motion to suspend the rules for the second and third readings of Ordinance 34 of 2015 by title only. 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 Gardner absent, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Motion to suspend the rules was approved with 9 affirmative and 1 absent vote. Alderman Herzfeld made a motion to adopt Ordinance 34 of 2015 on its second and third readings by title only. Seconded by Alderman Lee. The ordinance was read by title only. 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 Gardner absent, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Motion to adopt was approved with 9 affirmative and 1 absent vote. Alderman Herzfeld made a motion to approve the emergency clause. Seconded by Alderman Lee. The Mayor asked that the roll be called for the emergency clause. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Gardner absent, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. The emergency clause was approved with 9 affirmative and 1 absent vote.

Alderman Herzfeld stated that he had provided everyone with a copy of the PUC report. See attached.

Alderman Donnor was recognized for the Advertising and Promotion Commission's report. He stated that the commission will meet this Thursday.

Alderman Ponder made a motion to add Ordinance 35 of 2015 – An Ordinance Amending Ordinance 26 of 2015; Declaring an Emergency and for Other Purposes. 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 Gardner absent, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Motion was approved with 9 affirmative and 1 absent vote. Alderman Ponder asked for the first reading of Ordinance 35 of 2015. Seconded by Alderman Donnor. The ordinance was read by the city clerk. This amends Ordinance 26 of 2015 to set the effective date of the COLA to July 1st of each year.

The Mayor asked for any comment. None. Alderman Ponder made a motion to suspend the rules for Ordinance 35 of 2015 for the second and third readings by title only. 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 Gardner absent, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Motion to suspend the rules was approved with 9 affirmative and 1 absent vote. Alderman Ponder made a motion to adopt Ordinance 35 of 2015 on its second and third readings by title only. Seconded by Alderman Donnor. The ordinance was read by the city clerk. 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 Gardner absent, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Ordinance 35 of 2015 was adopted with 9 affirmative and 1 absent vote. Alderman Ponder made a motion to adopt the emergency clause. Seconded by Alderman Cunningham. The Mayor asked that the roll be called for the emergency clause. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Gardner absent, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. The emergency clause was approved with 9 affirmative and 1 absent vote.

The Mayor asked for any unfinished or new business. None.

The next item on the agenda was announcements. The Mayor stated that a Finance Committee meeting will be held this Thursday. The items to be discussed will be the millage rate, Representative Hammer's proposing legislation concerning the millage application and CDI's request to waive the permit fees for Riverside Park.

The meeting adjourned at 7:27 p.m.

Cindy Stracener, City Clerk

David Mattingly, Mayor

Public Utility Commission Meeting Summary of the July 6, 2015 Meeting

Mr. Blake Wilson, Safety Manager introduced himself and Mr. McKinney said Mr. Wilson has been real good for the organization. We have standardized on safety glasses. We have standardized the clothing and the types of vests we wear. They are tear away vests now instead of just the lime green with the tape. If something were to grab a hold of it, it would rip it off instead of pulling you down. He has instituted a whole bunch of things. We have had some problems with ticks and bugs. Mr. Wilson had Arkansas Game and Fish come in and talk about snakes and things of that nature. They talked about heat exhaustion due to the weather we have had. We have standardized the water they carry. He will call it Gatorade, but it is a cheaper product although it is the same thing. We have looked at safety in the work place on what people are doing and he makes sure everybody is safe. He thinks it has been pretty good. His job will evolve as time goes on, but he has done a good job so far.

Chairman Martin said there was one other new face in the audience and that was Mrs. Jenny Stiedle. Mr. McKinney said Mrs. Stiedle used to work at City Hall as the Accounting Assistant and was the first person to come down here when the City and Utilities split. She takes care of writing all the checks for the Utility Department, which she has always done, so it was a natural flow to bring her down here. We built her an office and she is doing pretty well. She is very instrumental in helping Mrs. Cindy Hawkins, Comptroller get to where we want to be by the end of this year. Mrs. Stiedle has been here 14 years and has been handling these types of things just about the whole time. She comes with a lot of experience in doing that.

The first item on the agenda was Tommy Parsons would like to address the commission regarding a deposit he paid to his ex-wife's utility bill. Mr. Parson's was not in attendance at this meeting. Mrs. Cindy Hawkins, Comptroller, explained that Mr. Parson's ex-wife got service in December of 2013, and a deposit of \$300 was required because she had an old bill at the credit bureau where she owed over \$3,000. They made her put up the high risk deposit and start making payments with the credit bureau for the old account. She disconnected service in April of this year and when she disconnected her deposit was applied. It left her with a credit balance of \$169.87. Our policy is to apply any credit balance to any other outstanding balance we have and that is what we did. He says he paid that deposit and he should get the \$169.87 because he gave her the money for the deposit. Mrs. Hawkins told him there was nothing she could do to help him because that was her deposit and it had to go against any outstanding balance. He wanted to come to the PUC to fight it. Mr. McKinney said there is no record of him paying it per se, other than we have record that it was paid. Mrs. Hawkins said that is correct and he probably did pay it, but she told him that was between him and her. He was not happy with that answer.

Curtis Burnett would like to discuss the property he wants to give us on the corner of Olive Street and Kenwood. Mr. Burnett was not in attendance. Mr. McKinney explained that Mr. Burnett has called him numerous times in the last week and his wife called once. He does not know where the mess up happened, but this is the lot on the corner of Olive and Kenwood Street behind the fitness center. You approved last July to take the property if he wanted to give it to us. He came back with all kinds of stipulations and wanted us to pay for appraisals and we said we wouldn't. Now he is calling and saying he can't get anybody in the City to take his property. Mr. McKinney told Mr. Burnett we would take the property but we are not paying anything. He told him that if he wants to sign it over to us then the city

attorney can handle that transaction. We have no problem. Then he called Mr. McKinney back the other day and said that is what he wants to do. Mr. Brent Houston, City Attorney, will be back tomorrow from vacation and Mr. McKinney plans on talking to him about getting a quit claim deed and hopefully that will end that issue. We will have to keep it bush hogged.

Presentation by Cindy Hawkins on May financials. Mrs. Hawkins said as you can see we didn't have a great May. We were \$ 222,374 in the red. The main reason for that is our revenues were down and our costs were up. We are upside down. The electric distribution cost was up significantly over the same time last year, yet our revenues were down even more significantly over the same time last year. That was the main reason for it. A motion was made and seconded to approve the financials as presented. A vote was taken and approval given.

Discussion on the duties for the Human Resources Officer. Mr. McKinney said when they started making the transition to be split by the end of the year in unison with the Mayor to do this, they started looking at payroll activities and how that could be moved over here. They got to thinking here recently that this is July and the year is half over. We are going to start paperless payroll in October on a trial basis and it will go into effect permanently in January, but we want a couple of months to debug it. We were working on all that and we thought that maybe it was time to hire our Human Resources Officer. He has been visiting with the Chairman and he challenged us to see if we had staff that could do these activities. Mr. McKinney and Mrs. Hawkins sat down and lo and behold they found a way that it can be done. Mrs. Hawkins is prepared to tell you the results of what the costs are and things of that nature with recommendations, but he can tell you that it involves about five people and he thinks it is a good way to go especially when you see the economics of what we are suggesting. Mrs. Hawkins said we can break down the duties of the HR person by spreading it out amongst five different people who could spend a little bit of time each day on this. This is not a 40 hour a week job. We get paid every two weeks so it is not something that would require someone to spend 40 hours a week on. What they have suggested is making a new position, and this position would just increase someone's duties. They want to call it, with your permission; the Administrative Assistant to Utilities. We have someone who is already performing a lot of the duties that would be involved in this, but what it would add to it is taking care of our insurance, retirement and employee interaction complaints. The person we are looking at is a Grade 13 and will be about \$40,000 per year. The person we are hoping will take the job is already working for us. They will add some to the Purchasing Department Managers job and she would do the job postings through the newspaper, schedule interviews, do background and reference checks which kind of falls under that category of work anyway. Mrs. Madeline Wilson already as Mr. McKinney's assistant, approves the payroll before it goes to Mrs. Kathy Kirk and she would continue to do that. Mr. Blake Wilson already works with Workmen's Compensation, and we would let him take over managing that part of it along with FMLA. Mrs. Stiedle would post our payroll, get the direct deposit to the bank and file the taxes and things that have to go to the government. This administrative assistant person would fall under her. We looked at compensating these people who are going to take on more duties. We looked at a 3% increase and that would total for the year, the 3% increase plus the addition to the person's salary that we want to put in that position, \$8548 a year. There is one other small part and that is the time that Mrs. Jennifer Perry plays up there in putting all of the time of everybody's hours into the system. They want to look at the Kronos Time Keeping System. We have a live demo scheduled on July 21, which is a regular staff meeting if you guys would like to come and see it. The cost for that is right now is \$4000 for the setup, and \$5112 per year based on up to 100 employees. What it would amount to for the end of this year to do the last

four months of the year would cost us \$8,149. It would cost us \$13,660 per year thereafter. That includes the new software and the increases in pay. What we are asking for tonight is to allow us to put together a job description for this person that they are going to call Administrative Assistant to the Utilities. Mr. McKinney said at a grade 13. Mrs. Hawkins agreed and said that has a minimum pay range of 33,546, a midrange of \$41,933 and a max of \$50,320. We are asking to put this person in about the middle. Chairman Martin asked the Commission if they would like to approve the concept in phases. He said he entertains a motion that we approve the proposal and recommendation of the staff regarding the handling of the HR responsibilities. A motion was made and seconded to approve the concept and work on the job descriptions. Member Ferrell said he had some concerns. A vote was taken and approved.

Discussion on cost and possible waiving of competitive bidding for purchasing a replacement grit washer. Mr. Jonathan Buff, Wastewater Manager explained that their Walker Process Unit that they have down at the head works, and you are looking at the picture right there, that's the unit and we already have it out of the building. The upper end under the leg there is kind of bolted together and was leaking on the underside. They tried to weld it up but as corroded and thin as it is, it is continuing to leak. The shaft itself has been welded several times and fixed. There are a few holes in the spiral auger. He thinks it has been welded a couple of times where he thinks it was broke in two. Walker Process is the original manufacturer of the equipment. The original equipment was installed in 1986. It is nearly 30 years old. The package price of getting the parts and stuff that we really need to do it at the upper end is \$28,355. A motion was made and seconded to declare an emergency and waive competitive bidding and Mr. Buff purchase the grit washer at \$28,355 plus shipping and tax. A vote was taken and approval given.

Pay scale evaluation after 90 days for supervisors in Billing Services. This was to be discussed in executive session.

Mr. McKinney said he sent out an email today to McClelland Engineers about Alcoa Road. He copied the Commission on the email. The thing that is getting batted around is we had McClelland Engineer the wastewater system coming across the road and we also had them prepare easement to go across there. He doesn't believe they have signed the easement yet. Mr. Hawkins said they had and it has been recorded. Mr. McKinney said the problem has to do with who is actually going to pay for that sewer line to be extended under Alcoa Road to the manhole on the west side of the road. Mr. Byron Hicks of McClelland Engineers has come up with (through Kajacks who is doing all of the work out there) the amount of about \$21,555 for them to put it under the road, that is encased, to build a new manhole on the east side of the road and get it all done. Well, he got an email from the attorney for the Burton's and he indicates that they feel that the county as going to pay for that stuff to be put under the road. In conversations with Clay Ford the County Attorney, he said no, they estimated the cost was for that and we paid them a lump sum. It is one of those things where we are caught in the middle of it, so he is asking to get everyone together in one room and ask what is going to happen. We are in the middle of this and we are not doing anything until we have the \$21,555 in our hand. He doesn't care what they do but we can't do anything until we have the money. So, he asked that Mr. Hicks get all 3 attorneys and get David Vondran from the City together, because he is watching over the project as well as Mr. Buff, Mr. Hawkins as well as himself. Mr. Herzfeld said it was certainly his opinion that the County was going to take care of that. Mr. McKinney said he thought that too, but he is not getting those stories now.

Meeting adjourned to executive session at 7:07 p.m.

Meeting reconvened at 8:42 p.m. with a motion made by Member Miller to give Valeria Holden, Shawn Cottrell, Madeline Wilson and Cindy Hawkins a raise per discussion effective next pay period. Member Ferrell seconded the motion. A vote was taken and approval given.

Mr. McKinney said the next meeting will be for the Share Board on the 20th of July at 6:00 PM.

Meeting adjourned at 8:39 p.m.

ORDINANCE NO. 36 OF 2015

AN ORDINANCE WAIVING CONSTRUCTION RELATED FEES FOR RIVERSIDE PARK; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, the City Council of the City of Benton, Arkansas has assessed certain fees which are to be charged for the issuance of building permits, conducting inspections, stormwater fees as well as demolition permit fees which are associated with the construction or renovation of properties; and

WHEREAS, the City will soon begin construction of Riverside Park; and

WHEREAS, the costs associated with the construction of Riverside Park will be financed through a bond issue, approved by the citizens of Benton; and

WHEREAS, the City Council desires to keep the costs associated with the construction of Riverside Park as low as possible; and

WHEREAS, the City Council desires to assist by waiving the hereto for stated fees associated with the Riverside Park Project.

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

SECTION 1: All building permit fees, inspection fees, stormwater fees and demolition permit fees for the construction of Riverside Park are hereby waived, however contractors will be required to obtain permits and inspections.

SECTION 2: All other Ordinances in conflict with this Ordinance are hereby repealed to the extent that such a conflict exists, but not otherwise. It is hereby found and determined that there is an immediate need to adopt this Ordinance in order to proceed with the project. 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 July, 2015.

David Mattingly, Mayor

Cindy Stracener, City Clerk

DESIGNATED FOR PUBLICATION

ORDINANCE NO. 37 OF 2015

**AN ORDINANCE AMENDING THE 2015 BUDGET FOR THE GENERAL FUND
AS ADOPTED IN ORDINANCE 75 OF 2014; APPROPRIATING FUNDS FOR
THE POLICE DEPARTMENT; DECLARING AN EMERGENCY;
AND FOR OTHER PURPOSES**

WHEREAS, the Police Department has identified certain modifications which need to occur within the 2015 budget, in particular the need to purchase one (1) additional police cruiser to be purchased utilizing funds from the public safety fund; and

WHEREAS, the City Council wishes to authorize and approve the transaction described below.

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 FY2015 City of Benton Budget as adopted in Ordinance 75 of 2014. The revised expenditures for the operations of the Police Department 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 Ordinance of the city.

SECTION 2: It is hereby found and determined that there is an immediate need to amend the budget and to appropriate the funds for the operation of the Police Department, therefore, an emergency exists and this Ordinance is necessary for the preservation of the public peace, health and safety and shall be effective immediately upon its passage and approval.

PASSED AND APPROVED this the _____ day of July, 2015

David Mattingly, Mayor

Cindy Stracener, City Clerk

NOT DESIGNATED FOR PUBLICATION



FY2015 Operating Budget

The Finance Committee of the City of Benton does hereby submit for approval a budget amendment for the Fiscal Year 2015. This submittal includes a revision for the General 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 2015 budget amendment.

Section 1: Amended Appropriations – Fiscal Year 2015

General Fund

	Beg Approved Amt	Amendment	End Revised Amt
Opr-Trf-Public Safety	\$3,090,287	\$40,000	\$3,130,287
Personnel	\$10,590,690	-0-	\$10,590,690
Operations & Maintenance	\$2,411,247	-0-	\$2,411,247
Capital Items	\$1,620,201	\$40,000	\$1,660,201

Section 2: Receipts & Disbursements - Fiscal Year 2015

General Fund

Misc Income

This budget amendment accounts for income from operating transfers from the Public Safety Fund-Police \$40,000.00 691.170.30.00 to General Fund <\$40,000.00> 691.170.10.00.

Capital Items

This budget amendment accounts for the expenditure for a Police vehicle for \$40,000.00 (850.200.13.17) in the Police Department.

RESOLUTION NO. 38 OF 2015

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH FIDELITY COMMUNICATIONS FOR AN INTERNET CABLE MODEM; AND FOR OTHER PURPOSES

WHEREAS, the City of Benton presently has internet services which have been provided by Fidelity Communications; and

WHEREAS, it has been determined that it is in the best interest of the city to enter into an agreement with Fidelity Communications for an additional cable modem to improve telephone services to the city.

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 Fidelity Communications for an internet cable modem. This contract, including terms and pricing, is attached hereto collectively as Exhibit "1".

PASSED AND APPROVED this the _____ day of July, 2015.

David J. Mattingly, Mayor

Cindy Stracener, City Clerk



Fidelity Communications Contract for Service

This contract made this day, June 29, 2015, between Fidelity Communications ("Fidelity") and City of Benton ("Customer") is as follows:

Fidelity agrees to install the following service:

Service	Contract Term (months) <small>commencing on service start date</small>	Quantity	Total Monthly Recurring Charges	Installation Charges
Internet-Cable Modem - CMI- up to 100M/5M	60	1	\$180.00	0.00
Static IP Address	60	1	\$5.00	0.00

1. This contract is effective on the date hereof and remains in effect with respect to each applicable service for the minimum contract term as shown above, commencing upon following installation of the services, and thereafter until terminated.
2. Customer agrees to accept and pay for such service and equipment and for any additional service and equipment or modifications thereof as may later be agreed upon to be installed at the rates established by Fidelity and stated above. Customer further agrees to the rules and regulations set forth in this contract and to any change in the rules, regulations, tariffs or rates for the service furnished hereunder. If a conflict between this contract for service and the tariff occurs, that tariff will govern in all instances.
3. In the event this contract is terminated by action of customer prior to the completion of installation of the equipment, facilities and services covered by this contract or additions to or modifications thereof, customer agrees to pay Fidelity either the costs incurred by Fidelity in connection with the engineering, manufacturing, or installing of said equipment, facilities or services as set forth in the tariffs of Fidelity or this agreement, or the charges for the minimum period of the service ordered by the customer as provided in the tariffs of Fidelity or this agreement, plus the full amount of any termination charges applicable. Such charges shall be billed by Fidelity to customer and shall be paid within 90 days of receipt thereof.
4. The terms and conditions of this contract are equally binding upon the parties named herein, their heirs, assigns, and successors in interest.

Customer Name: City of Benton
Customer Service Address: 114 South East Street Benton, AR 72015
Customer Billing Address: 114 South East Street Benton, AR 72015
Customer Requested Due Date: _____

Service Request Acknowledged for
Fidelity Communications

Service Requested for
Aforementioned Customer

By: _____
 Name: Dan Williams
 Title: Business Sales Associate
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

TERMS AND CONDITIONS FOR SERVICE

1. Payment

- a) Nonrecurring charges, including any agreed upon installation or construction costs, will be invoiced on the first billing cycle. Recurring charges shall be due within thirty (30) days of the date of the invoice; billing shall commence upon installation. Any amount not received by the due date shown on invoicing will be subject to Fidelity's standard late charge of \$6.00 per month.
- b) Customer agrees to pay any sales, use, gross receipts, excise, access, bypass or other local, state, and Federal Taxes or charges, imposed on or based upon the provision, sales or use of the Services provided. Taxes will be separately stated on Customer's invoice.
- c) Fidelity reserves the right to modify the services and rates set forth herein. In the event any such modification has a materially adverse impact upon Customer, and Fidelity does not effect revisions that remedy such impact within 30 days after written notice from Customer, then Customer may, as its sole remedy, terminate the affected service(s) without any early termination liability provided that Customer serves a written notice of termination on Fidelity not more than 90 days following the date Fidelity implemented the modification.
- d) To dispute a charge on an invoice, Customer must, within thirty (30) days after the date of the invoice, provide to Fidelity a full written explanation of the basis for the dispute. Charges not disputed within such thirty (30) day period shall be deemed conclusively correct and binding upon Customer. Notwithstanding the foregoing, Customer shall not withhold payment of a charge subject to a good faith dispute unless: (a) Customer submits the billing dispute within thirty (30) days after the date of the invoice; (b) Customer timely pays the undisputed portion of all charges; and (c) Customer cooperates with Fidelity's efforts to investigate and resolve the dispute. If Fidelity determines a disputed charge was billed in error, Fidelity shall issue a credit to reverse the amount incorrectly billed. If Fidelity determines a disputed charge was billed correctly, payment shall be due from Customer upon the earlier of the due date of Customer's next invoice from Fidelity or within five (5) days after Fidelity advises Customer such disputed amounts are correct and valid.

2. Use

Customer may use the Service for any lawful purpose for which it is intended, provided that Customer will not use the Service so as to interfere with or impair service or over any of the facilities and associated equipment comprising the Fidelity fiber optic cable network and associated equipment, or to impair the privacy of any communications over the fiber optic facilities and associated equipment of Fidelity. Customer agrees to abide by Fidelity's Acceptable Use Policy as updated from time to time, a copy of which is available at <http://www.fidelitycommunications.com/legal/aup>. Customer is expressly prohibited from any resale of the Service(s), in whole or in part, to any third party.

3. Service Date: Term

- a) Fidelity shall use reasonable effort to make Services available by estimated service date. Fidelity shall not be liable for any damages whatsoever resulting from delays in meeting any Service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining right-of-way approvals, and delays in actual construction work. If Customer is not ready to accept Fidelity's Services 30 days after the specified service date, Fidelity shall commence billing.
- b) After the term of this contract, if Customer has not given Fidelity 90 days prior written notice of intent to disconnect, the Contract will be renewed on a month-to-month basis, and

Customer or Fidelity may then disconnect upon 30 days written notice.

4. Customer Responsibilities

- a) Access - Customer is responsible for arranging access to any of the rights of way, conduit and equipment space necessary to provide Service on the premises so that Fidelity authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Fidelity. Fidelity shall also have the right to obtain access to its cable installed in Customer-provided conduit (if necessary) at any splice or junction box.
- b) Provision of Customer Premises Equipment Space, Conduit, and Electrical Power - Customer shall provide the necessary customer's premise equipment space, conduit, and electrical power required to terminate and maintain the facilities used to provide Service on all applicable premises without charge or cost to Fidelity. The space, conduit, and power must be made available to Fidelity on a timely basis. Customer shall be responsible for ensuring that the equipment space and associated facilities, conduit and right of way which it is providing are a safe place to work and are protected against fire, theft, vandalism or other casualty and the use thereof complies with all applicable laws, rules and regulations and with all applicable leases or other contractual agreements.
- c) Government Authorizations - Customer shall be responsible to obtain and continue in effect all government authorizations necessary to permit Customer to receive Service and comply with its obligations under this contract.

5. Equipment

- a) Title - Customer agrees that all right, title and interest in all the fiber optic or other facilities and associated equipment provided by Fidelity hereunder shall, at all times, remain exclusive with Fidelity. Customer shall not create or permit to be created any liens or encumbrances relating to Customer's use of the Service or arising from the location of the equipment. Upon termination of Service, Fidelity shall remove its equipment and shall have the right, but not the obligation, to remove all other facilities from any applicable premises.
- b) Maintenance - Fidelity shall use reasonable efforts to maintain the Services in accordance with applicable performance standards therefore. There are no additional charges for Fidelity maintenance services. However, Fidelity shall have no responsibility for the maintenance and repair of facilities and equipment, which it does not furnish, and Fidelity may assess Customer its standard charge for false call outs.

6. Default

If customer (a) shall fail to pay any amount required under this Contract and such failure continues for ten (10) days after written notice to Customer that the same is due and payable, or (b) fail to comply with any material provision of this contract and such noncompliance continues for thirty (30) days after written notice to Customer thereof, the Fidelity, at its sole option, may elect to pursue one or more of the following courses of action: either 1) terminate this Contract whereupon in addition to all sums then due and payable, all future monthly and other charges thereunder or hereunder shall become immediately due and payable, 2) take appropriate action to enforce payment, including suspension of all or any part of the Service and/or 3) pursue any other remedies as may be provided at law or in equity.

7. Limitations of Liability

- a) Liability for Service Interruptions - To the extent that any party or portions of the Service is unavailable, interrupted, degraded, or otherwise unsatisfactory for any reason, Fidelity and Customer agree that Customer's sole and exclusive

TERMS AND CONDITIONS FOR SERVICE

remedy shall be the credit allowances for interruptions as noted in the Dedicated Service Level Agreement. The Service is provided on an "as is", "as available" basis, without any representation or warranty whatsoever including but not limited to those of merchantability or fitness for a particular purpose.

- b) Liability for Damages to Property – Fidelity shall not be liable for any damage whatsoever to Property at any Customer premises resulting from installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by Fidelity's willful misconduct or gross negligence.
 - c) Liability for Service and Equipment Not Provided by Fidelity – Fidelity shall not be liable for any damages whatsoever associated with Service, channels, or equipment which it does not furnish or for an act or omission of any entity furnishing to Customer facilities or equipment used for or with the Service.
 - d) Liability of Force Majeure Events – Fidelity shall not be liable for any failure of performance or Service for reasons beyond its reasonable control including but not limited to casualty, act of God, wind, flood, tornado, storm, fire, explosion, vandalism, cable cuts, governmental order, riot, insurrection, strike, lockout, condemnation, or loss of rights-of-way.
 - e) Liability for Negligence or Fault of Customer – Fidelity shall not be liable for any interruptions or damages due to the fault of negligence of Customer or due to failure or malfunction of Customer-provided equipment or facilities.
 - f) Liability Regarding Governmental Authorization – Fidelity shall use best efforts to obtain and keep in effect all government authorizations necessary, in order to provide Service under this Contract. Fidelity shall be entitled to take, and shall have not liability for, any action necessary including termination, to bring the Service into conformance with any governmental regulations or authorizations, and Customer shall fully cooperate in and take such action as may reasonably be requested by Fidelity as part of such compliance.
 - g) No Special Damages; Overall Cap on Liability – In no event shall Fidelity be liable for special, consequential, exemplary, or punitive damages as a result of its performance or nonperformance of this Contract. Fidelity's liability under any circumstances is limited to the current month's service charge.
8. **Termination**
Fidelity may terminate this Contract without liability and Customers payment obligation will be apportioned if: a) the facilities used to provide Service are taken by exercise of condemnation or eminent domain; or b) the facilities shall, in Fidelity's judgment, be made inoperable and beyond economically or technologically feasible repair. c) Customer may terminate this Contract in whole or in part only by cancelling all or any portion of the facilities described herein by providing Fidelity thirty (30) day advance written notice of cancellation. In such case, Customer shall pay to Fidelity all charges for Facilities provided (without the right of set-off against non-refundable charges) through the effective date of such cancellation plus a cancellation charge equal to 100% for months 1-12 of the term, 50% for months 13-24, and 25% for all other months remaining of the contract term.
9. **Indemnification**
Fidelity and its subsidiaries, affiliates, directors, officers, shareholders, employees, representatives, agents, attorneys, successors and assigns shall be indemnified, defended and held harmless by Customer against all claims, suits, proceedings expenses, losses, liabilities, or damages (collectively "Claim") arising from the use of Service pursuant to this Contract, including without limitation: a) Claims of third parties, including patrons or customers of Customer, arising out of, resulting from, or related to

the Service, b) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the Service, c) All other claims arising out of any act or omission of Customer, or customers or patrons of Customer, in connection with Services made available to Customer under the terms of this Contract. Customer agrees to defend Fidelity against any such claim and to pay, without limitation, all litigation costs, reasonable attorney fees and court costs, settlement payments, and any damaged awarded or resulting from any such claim.

10. Assignment

Neither party may assign or otherwise transfer this agreement, or any of its rights or obligations hereunder, without the prior written consent of the other party, such consent not to be unreasonably withheld; provided, however: (i) Fidelity may delegate its obligations under this agreement to its affiliates and subcontractors; and (ii) either party may assign this agreement to a successor in interest in connection with its merger, acquisition, corporate reorganization, or sale or transfer of all or substantially all of its business or assets to which this Contract relates. Any attempted assignment or transfer in violation of the foregoing shall be null and void from the beginning and of no effect.

11. Warranties

There are no agreements, warranties, or representation, expressed or implied whether in fact or by operation of law, statutory or otherwise, including warranties or merchantability and fitness for a particular purpose or use, except those expressly set forth herein.

12. Miscellaneous

This contract may be modified, waived or amended only by a written instrument signed by the party against which enforcement thereof is sought, shall be binding upon parties' respective successors and assigns and constitutes the entire agreement between Fidelity and Customer.

13. Regulatory Jurisdiction

In the event that provisions set forth in this Agreement are determined to be in violation of any rule, order decision, or tariff of any state or federal agency having regulatory jurisdiction of Fidelity, the terms of this Agreement shall be deemed to be modified to the extent permissible under such rule, order, decision or tariff.

14. Jurisdiction

The rights and obligations of the parties under this Contract shall be governed by and construed and enforced in accordance with the laws of the State of Arkansas.

ORDINANCE NO 38 OF 2015

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

WHEREAS, an application for zoning was filed with the Planning Commission of the City of Benton, Arkansas by H&S Rogers, LLC, requesting the lands hereinafter described be zoned to a Highway Commercial zoning of (CH); and

WHEREAS, the Planning Commission ordered a Public Hearing be held on JULY 14, 2015 at 6:00 p.m. for the purpose of hearing said application; the notice of such hearing having been published in a newspaper having a bona fide circulation in Saline County, Arkansas; with evidence having been submitted that all property owners or lessees within 300 feet of the property having been notified of said hearing; and at said hearing, the Planning Commission recommended to the City Council that such request be granted; and

WHEREAS, the City Council of the City of Benton, Arkansas desires to zone the following property as Highway Commercial (CH).

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

SECTION 1. The following described property is hereby rezoned from Single Family Residential (R1-7.5) to a Highway Commercial zoning of (CH):

6420 ALCOA ROAD PROPERTY, LOT 1 (UNRECORDED), H & S ALCOA ROAD
ADDITION TO THE CITY OF BENTON, ARKANSAS

PART OF THE SE1/4 NE1/4 OF SECTION 3, T-1-S, R-14-W, SALINE COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SE1/4 NE1/4, SECTION 31; THENCE N03°23'31"E ALONG THE EAST LINE OF SAID SE1/4 NE1/4, 110.00 FT.; THENCE N87°40'22"W, PARALLEL WITH THE SOUTH LINE OF SAID SE1/4 NE1/4, 675.00 FT. TO A POINT ON THE WEST LINE OF THE E1/2, SAID SE1/4 NE1/4; THENCE N02°31'48"E ALONG SAID WEST LINE OF THE E1/2 SE1/4 NE1/4, 410.13 FT. TO THE POINT OF BEGINNING; THENCE N02°31'48"E CONTINUING ALONG SAID WEST LINE, 253.59 FT. TO THE SOUTHWEST CORNER OF PROPERTY CONVEYED TO DAVIS MOSELEY AND CAROL MOSELEY, HUSBAND AND WIFE, IN WARRANTY DEED FILED FOR RECORD AUGUST 6, 1974 IN SALINE COUNTY DEED RECORD BOOK 182 AT PAGE 193; THENCE N02°32'59"E CONTINUING ALONG THE WEST LINE OF THE E1/2 SE1/4 NE1/4, 208.63 FT.; THENCE S89°15'38"E, 648.74 FT. TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ALCOA ROAD; THENCE S03°23'40"W ALONG SAID WEST RIGHT-OF-WAY LINE, 462.50 FT.; THENCE N89°15'38"W, 641.83 FT. TO THE POINT OF BEGINNING, CONTAINING 6.8442 ACRES MORE OR LESS.

SECTION 2. The City Council, having found that the immediate rezoning of this property will allow construction to commence thereon which will be of benefit to the local

economy, hereby declares an emergency and this Ordinance shall be in full force and effect after its passage and approval.

PASSED AND APPROVED, this _____ day of _____, 2015.

Mayor

Attest: _____
City Clerk

DESIGNATED FOR PUBLICATION



CITY OF BENTON

Community Development

P.O. Box 607
Benton, Arkansas 72018

MEMORANDUM

TO: Planning & Zoning Commission
Mrs. Pam Gibson, Chair

FROM: David Vondran, Director of Community Development

DATE: 09 JUL 2015

RE: Rezone request for 6420 Alcoa Road
Single Family Residential (R1-7.5) to Highway Commercial (CH)

Staff has reviewed the proposed rezone request and recommends approval. All requirements have been met for this rezone request from R1-7.5 to CH. Required documentation is attached and fees have been received.

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

*P&Z vote
6-0
in favor*

June 24, 2015

Mr. David Vondran
City of Benton
114 S East Street
Benton, AR 72015

Re: 6420 Alcoa Road, Benton
Rezoning & CUP

Dear Mr. Vondran,

As owners of the property located at 6420 Alcoa Road, Benton, AR 72015, Lot 1 (Unrecorded), H & S Alcoa Road Addition to the City of Benton, Arkansas, we hereby give White-Daters & Associates, Inc. and H&S Rogers, LLC the right to act on our behalf.

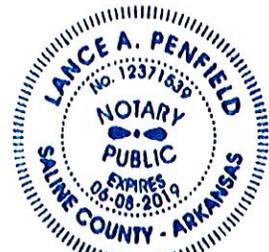
White-Daters & Associates, Inc. and H&S Rogers, LLC will be acting on behalf of Allen and LaVette Shivers in regards to the rezoning and conditional use permit process of this property.

Please feel free to contact us with any questions or concerns.

Sincerely,



Allen and LaVette Shivers
1112 Woodland Park Road
Bryant, AR 72022



LANCE A. PENFIELD

Staff Use:
DATE SUBMITTED 06-29-2015
DATE OF NEXT MEETING 07-14-2015
AD MUST RUN NOT LATER THAN June 29, 2015

Application and Procedural Requirements for Rezone Permit

Applicant's Name H&S Rogers, LLC c/o White-Daters & Associates, Inc. (Agent)

Address of Subject Property 6420 Alcoa Road, Benton, AR 75015

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

Exhibit "A" attached _____

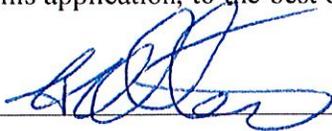
Assessor's Parcel Number of Subject Property 805-05993-00 and 805-05992-000

Zoning District of Subject Property R1-7.5

Proposed Use Highway Commercial, CH and CUP to use as Nursing Home

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

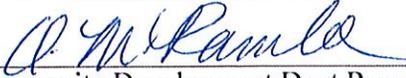
I hereby certify that I am the owner of the property identified in this application; or, that I am the authorized agent of Allen & LaVette Shivers, who are the owners of said property; or that I am the employee or agent of White-Daters & Associates, Inc., which is a public utility company or other agency with the powers of eminent domain, and that I am authorized to act in their behalf, and that this application, to the best of my knowledge and belief, is true and correct.

Signed 

Mailing Address 24 Rahling Circle,
Little Rock, AR 72223

Phone Number (501) 821-1667

Subscribed and certified to me this 29 day of June, 2015


Community Development Dept Representative

REZONES

If the owner of said property will not be available, a signed letter by the property owner(s) must be presented identifying their representative or agent by name. This will need to be notarized.

WHITE - DETERS AND ASSOCIATES, INC.

Representative or Agents Name



Owners Signature

6-26-15

Date

Owners Signature

Date

Owners Signature

Date

EXHIBIT "A"

LEGAL DESCRIPTION

6420 ALCOA ROAD PROPERTY, LOT 1 (UNRECORDED), H & S ALCOA ROAD ADDITION TO THE CITY OF BENTON, ARKANSAS

PART OF THE SE1/4 NE1/4 OF SECTION 3, T-1-S, R-14-W, SALINE COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SE1/4 NE1/4, SECTION 31; THENCE N03°23'31"E ALONG THE EAST LINE OF SAID SE1/4 NE1/4, 110.00 FT.; THENCE N87°40'22"W, PARALLEL WITH THE SOUTH LINE OF SAID SE1/4 NE1/4, 675.00 FT. TO A POINT ON THE WEST LINE OF THE E1/2, SAID SE1/4 NE1/4; THENCE N02°31'48"E ALONG SAID WEST LINE OF THE E1/2 SE1/4 NE1/4, 410.13 FT. TO THE POINT OF BEGINNING; THENCE N02°31'48"E CONTINUING ALONG SAID WEST LINE, 253.59 FT. TO THE SOUTHWEST CORNER OF PROPERTY CONVEYED TO DAVIS MOSELEY AND CAROL MOSELEY, HUSBAND AND WIFE, IN WARRANTY DEED FILED FOR RECORD AUGUST 6, 1974 IN SALINE COUNTY DEED RECORD BOOK 182 AT PAGE 193; THENCE N02°32'59"E CONTINUING ALONG THE WEST LINE OF THE E1/2 SE1/4 NE1/4, 208.63 FT.; THENCE S89°15'38"E, 648.74 FT. TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ALCOA ROAD; THENCE S03°23'40"W ALONG SAID WEST RIGHT-OF-WAY LINE, 462.50 FT.; THENCE N89°15'38"W, 641.83 FT. TO THE POINT OF BEGINNING, CONTAINING 6.8442 ACRES MORE OR LESS

PUBLIC NOTICE

Notice is hereby given that a hearing will be held by the Planning and Zoning Commission of the City of Benton, Arkansas on Tuesday, the 14th of July, 2015 at 6:00 p.m. at Benton City Hall, Benton, Arkansas for a Rezoning Petition for the following property located on Alcoa Road, Benton, AR 72015 t
wit:

PART OF THE SE1/4 NE1/4 OF SECTION 3, T-1-S, R-14-W, SALINE COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SE1/4 NE1/4, SECTION 31; THENCE N03°23'31"E ALONG THE EAST LINE OF SAID SE1/4 NE1/4, 110.00 FT.; THENCE N87°40'22"W, PARALLEL WITH THE SOUTH LINE OF SAID SE1/4 NE1/4, 675.00 FT. TO A POINT ON THE WEST LINE OF THE E1/2, SAID SE1/4 NE1/4; THENCE N02°31'48"E ALONG SAID WEST LINE OF THE E1/2 SE1/4 NE1/4, 410.13 FT. TO THE POINT OF BEGINNING; THENCE N02°31'48"E CONTINUING ALONG SAID WEST LINE, 253.59 FT. TO THE SOUTHWEST CORNER OF PROPERTY CONVEYED TO DAVIS MOSELEY AND CAROL MOSELEY, HUSBAND AND WIFE, IN WARRANTY DEED FILED FOR RECORD AUGUST 6, 1974 IN SALINE COUNTY DEED RECORD BOOK 182 AT PAGE 193; THENCE N02°32'59"E CONTINIUNG ALONG THE WEST LINE OF THE E1/2 SE1/4 NE1/4, 208.63 FT.; THENCE S89°15'38"E, 648.74 FT. TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ALCOA ROAD; THENCE S03°23'40"W ALONG SAID WEST RIGHT-OF-WAY LINE, 462.50 FT.; THENCE N89°15'38"W, 641.83 FT. TO THE POINT OF BEGINNING, CONTAINING 6.8442 ACRES MORE OR LESS.

Said property is proposed to be rezoned from its current zoning as Residential R1-7.5 to Hwy Commercial District, CH with a Conditional Use Permit to allow use as nursing home.

The Petitioner is H&S ROGERS, LLC c/o White-Daters & Associates, Inc., 24 Rahling Circle, Little Rock, AR 72223, (501) 821-1667.

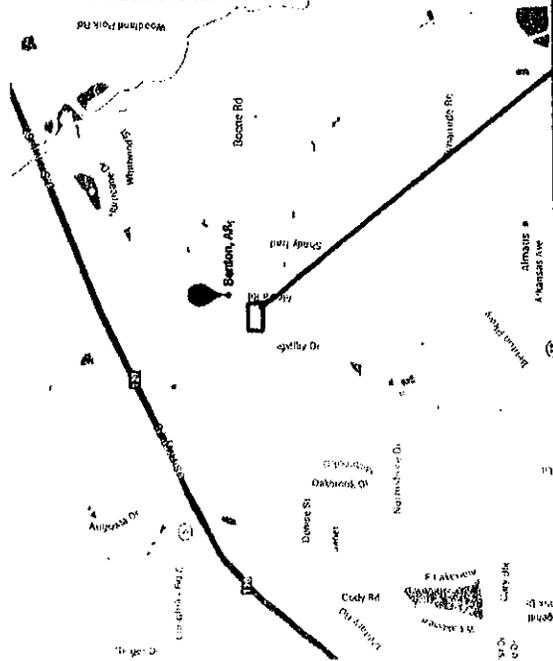
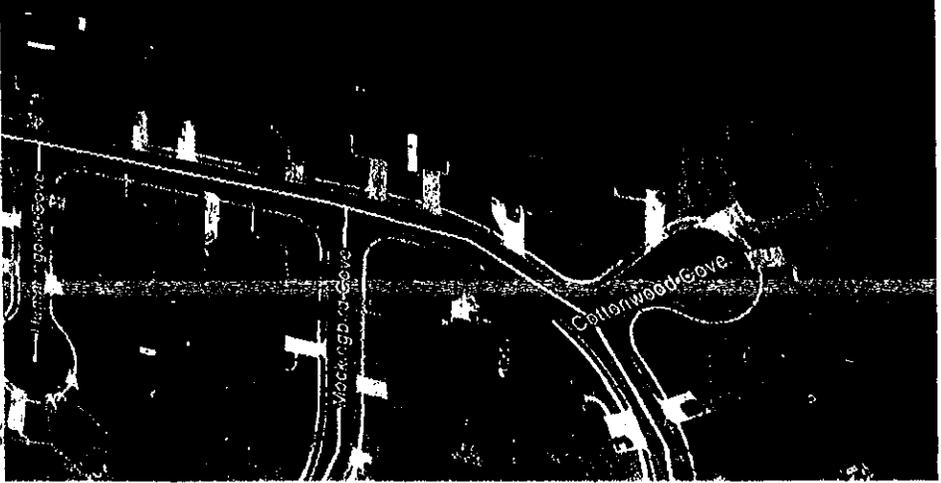


Alcoa Road

Boone Road



Benton, AR



ORDINANCE NO. 39 OF 2015

AN ORDINANCE PROVIDING FOR A CONDITIONAL USE
FOR A NURSING HOME; DECLARING AN EMERGENCY;
AND FOR OTHER PURPOSES

WHEREAS, an application for a Conditional Use Permit was filed with the Planning Commission of the City of Benton, Arkansas, by H&S Rogers, LLC requesting that 6420 Alcoa Road be issued a Conditional Use for the operation of a nursing home.

WHEREAS, the Planning Commission ordered a public hearing to be held on the 14th day of July, 2015, at 6:00 o'clock P.M., for the purposes of hearing said application, that notice of said hearing having been published in a newspaper having a bona fide circulation in Saline County, Arkansas, evidence having been submitted that all property owners or lessees within 300 feet of the property hereinafter described having either consented to or been notified of said hearing and at said hearing the Planning Commission resolved to recommend to the City Council of the City of Benton, that the Application for a Conditional Use Permit be granted.

WHEREAS, the City Council of the City of Benton desires to grant a Conditional Use to H&S Rogers, LLC for a nursing home.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Benton that H&S Rogers, LLC is granted a Conditional Use for the operation of a nursing home to-wit:

6420 ALCOA ROAD PROPERTY, LOT 1 (UNRECORDED), H & S ALCOA ROAD
ADDITION TO THE CITY OF BENTON, ARKANSAS

PART OF THE SE1/4 NE1/4 OF SECTION 3, T-1-S, R-14-W, SALINE COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SE1/4 NE1/4, SECTION 31; THENCE N03°23'31"E ALONG THE EAST LINE OF SAID SE1/4 NE1/4, 110.00 FT.; THENCE N87°40'22"W, PARALLEL WITH THE SOUTH LINE OF SAID SE1/4 NE1/4, 675.00 FT. TO A POINT ON THE WEST LINE OF THE E1/2, SAID SE1/4 NE1/4; THENCE N02°31'48"E ALONG SAID WEST LINE OF THE E1/2 SE1/4 NE1/4, 410.13 FT. TO THE POINT OF BEGINNING; THENCE N02°31'48"E CONTINUING ALONG SAID WEST LINE, 253.59 FT. TO THE SOUTHWEST CORNER OF PROPERTY CONVEYED TO DAVIS MOSELEY AND CAROL MOSELEY, HUSBAND AND WIFE, IN WARRANTY DEED FILED FOR RECORD AUGUST 6, 1974 IN SALINE COUNTY DEED RECORD BOOK 182 AT PAGE 193; THENCE N02°32'59"E CONTINUING ALONG THE WEST LINE OF THE E1/2 SE1/4 NE1/4, 208.63 FT.; THENCE S89°15'38"E, 648.74 FT. TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ALCOA ROAD; THENCE S03°23'40"W ALONG SAID WEST RIGHT-OF-WAY LINE, 462.50 FT.; THENCE N89°15'38"W, 641.83 FT. TO THE POINT OF BEGINNING, CONTAINING 6.8442 ACRES MORE OR LESS.

It is hereby found and determined that there is an immediate need to authorize the conditional use of the property to allow for the operation of a nursing home. 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 _____ day of _____, 2015.

Mayor

Attest: _____
City Clerk

DESIGNATED FOR PUBLICATION



CITY OF BENTON

Community Development

P.O. Box 607
Benton, Arkansas 72018

MEMORANDUM

TO: Planning & Zoning Commission
Mrs. Pam Gibson, Chair

FROM: David Vondran, Director of Community Development

DATE: 09 JUL 2015

RE: Conditional Use request for 6420 Alcoa Road
Nursing Home

Staff has reviewed the proposed request and recommends approval. All requirements have been met for this conditional use request from R1-7.5 to CH. Required documentation is attached and fees have been received.

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

*Pd Z vote
6-0
in favor*



WHITE - DATERS & ASSOCIATES, INC.

24 Rahling Circle
Little Rock, Arkansas 72223
Phone: 501-821- 1667
www.whitedaters.com

June 29, 2015

David Vondran, Community Development Director
City of Benton
Community Development Department
114 S. East Street
Benton, AR 72015

Re: 6420 Alcoa Road – Skilled Nursing Home

Mr. Vondran,

Attached is our submittal for rezoning, conditional use permit and platting for the above referenced project. We are requesting that this item be placed on the City of Benton's agenda for the July 14, 2015 Planning Commission meeting.

Please contact me if you need any additional information or have any questions.

Thank you for your assistance.

Sincerely,

Timothy E. Daters, P.E.

Staff Use:

DATE SUBMITTED 06-29-2015
DATE OF NEXT MEETING 07-14-2015
AD MUST RUN NOT LATER THAN June 29, 2015

Application and Procedural Requirements for Conditional Use Permit

Applicant's Name: H & S Rogers, LLC c/o White-Daters & Associates, Inc.(Agent)

Address of Subject Property: 6420 Alcoa Road, Benton, AR 75015

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

Exhibit "A" attached

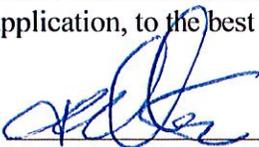
Assessor's Parcel Number of Subject Property: 805-05993-000 and 805-05992-000

Zoning District of Subject Property: Residential, R1-7.5

Proposed Use: Highway Commercial, CH Nursing Home

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

I hereby certify that I am the owner of the property identified in this application; or, that I am the authorized agent of Allen & LaVette Shivers, who is the owner of said property; or that I am the employee or agent of White-Daters & Associates, Inc., which is a public utility company or other agency with the powers of eminent domain, and that I am authorized to act in their behalf, and that this application, to the best of my knowledge and belief, is true and correct.

Signed:  _____

Mailing Address: 25 Rahling Circle
Little Rock, AR 72223

Phone Number: (501) 821-1667

Subscribed and certified to me this 29 day of June, 2015.



Community Development Dept Representative

EXHIBIT "A"

LEGAL DESCRIPTION

6420 ALCOA ROAD PROPERTY, LOT 1 (UNRECORDED), H & S ALCOA ROAD ADDITION TO THE CITY OF BENTON, ARKANSAS

PART OF THE SE1/4 NE1/4 OF SECTION 3, T-1-S, R-14-W, SALINE COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SE1/4 NE1/4, SECTION 31; THENCE N03°23'31"E ALONG THE EAST LINE OF SAID SE1/4 NE1/4, 110.00 FT.; THENCE N87°40'22"W, PARALLEL WITH THE SOUTH LINE OF SAID SE1/4 NE1/4, 675.00 FT. TO A POINT ON THE WEST LINE OF THE E1/2, SAID SE1/4 NE1/4; THENCE N02°31'48"E ALONG SAID WEST LINE OF THE E1/2 SE1/4 NE1/4, 410.13 FT. TO THE POINT OF BEGINNING; THENCE N02°31'48"E CONTINUING ALONG SAID WEST LINE, 253.59 FT. TO THE SOUTHWEST CORNER OF PROPERTY CONVEYED TO DAVIS MOSELEY AND CAROL MOSELEY, HUSBAND AND WIFE, IN WARRANTY DEED FILED FOR RECORD AUGUST 6, 1974 IN SALINE COUNTY DEED RECORD BOOK 182 AT PAGE 193; THENCE N02°32'59"E CONTINUING ALONG THE WEST LINE OF THE E1/2 SE1/4 NE1/4, 208.63 FT.; THENCE S89°15'38"E, 648.74 FT. TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ALCOA ROAD; THENCE S03°23'40"W ALONG SAID WEST RIGHT-OF-WAY LINE, 462.50 FT.; THENCE N89°15'38"W, 641.83 FT. TO THE POINT OF BEGINNING, CONTAINING 6.8442 ACRES MORE OR LESS

ORDINANCE NO. 40 OF 2015

AN ORDINANCE PROVIDING FOR A CONDITIONAL USE
FOR AN ASSISTED & INDEPENDENT LIVING COMMUNITY;
DECLARING AN EMERGENCY AND FOR OTHER PURPOSES.

WHEREAS, an application for a Conditional Use Permit was filed with the Planning Commission of the City of Benton, Arkansas, by Arby Smith, ALS Holdings, LLC requesting that 4727 Boone Road be issued a Conditional Use for the operation of an assisted & independent living community.

WHEREAS, the Planning Commission ordered a public hearing to be held on the 14th day of July, 2015, at 6:00 o'clock P.M., for the purposes of hearing said application, that notice of said hearing having been published in a newspaper having a bona fide circulation in Saline County, Arkansas, evidence having been submitted that all property owners or lessees within 300 feet of the property hereinafter described having either consented to or been notified of said hearing and at said hearing the Planning Commission resolved to recommend to the City Council of the City of Benton, that the Application for a Conditional Use Permit be granted.

WHEREAS, the City Council of the City of Benton desires to grant a Conditional Use to Arby Smith, ALS Holdings, LLC for an assisted & independent living community.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Benton that Arby Smith, ALS Holdings, LLC is granted a Conditional Use for the operation of an assisted & independent living community to-wit:

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS:

Commencing at the Northeast corner of Southwest Quarter Northwest Quarter and run thence South 88°56'51" West, along the North line thereof for 825 feet; thence South 00°26'29" East, 86.41 feet to the center-line of Boone Road; thence South 72°46'45" East, along the center-line of said road 159.52 feet; thence South 74°29'20" East, , along center-line of road, for 140.83 feet; thence South 14°36'14" West, along established fence, 211.05 feet; thence South 75 04' 46" East, 35.03 feet to a 1/2 inch rebar to the point of beginning ;thence South 00°37'22" West, 938.90 feet to the South line of Southwest Quarter Northwest Quarter; thence North 88°21'00" East, along the said South line, 394.00 feet to a point that is 165.05 feet from the Southeast corner of Southwest Quarter Northwest Quarter; thence North 00°21'58" East, 1042.04 feet, (Deeded 1035') to the center-line of Boone Road; thence North 75°06'33" West, along the center-line of said road, 252.25 feet; thence South 13°05'36" West, 154.81 feet to a fence corner; thence South 22°57'50" East, 21.14 feet to a #4 Rebar cap #1478; thence South 14°38'17" West, 39.54 feet;

thence North 75°12'53" West, 113.36 feet to the point of beginning, containing 9.25 acres more or less. Subject to the right of way of Boone Road.

It is hereby found and determined that there is an immediate need to authorize the conditional use of the property to allow for the operation of an assisted & independent living community nursing home. 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 _____ day of _____, 2015.

Mayor

Attest: _____
City Clerk



CITY OF BENTON

Community Development

P.O. Box 607
Benton, Arkansas 72018

MEMORANDUM

TO: Planning & Zoning Commission
Mrs. Pam Gibson, Chair

FROM: David Vondran, Director of Community Development

DATE: 09 JUL 2015

RE: Conditional Use request for 4727 Boone Road
Nursing Home

Staff has reviewed the proposed request and recommends approval. All requirements have been met for this conditional use request from R1-7.5 to CH. Required documentation is attached and fees have been received.

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

*Pd Z vote
to 6-0
in favor*

Staff Use:

DATE SUBMITTED _____
DATE OF NEXT MEETING _____
AD MUST RUN NOT LATER THAN _____

Application and Procedural Requirements for Conditional Use Permit

Applicant's Name Arby Smith, ALS Holdings, LLC or its assigns

Address of Subject Property approx. 4727 Boone Road (see Legal Description)

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

Attached.

Assessor's Parcel Number of Subject Property 805-06073-010, 805-06073-009, and part of 805-06073-003

Zoning District of Subject Property CH - Highway Commercial

Proposed Use Assisted & Independent Living Community.

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

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

Signed 

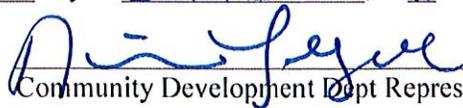
Arby Smith, ALS Holdings, LLC

Mailing Address 9800 Maumelle Boulevard

North Little Rock, AR 72113

Phone Number (501) 758-0050

Subscribed and certified to me this 30 day of June, 2015.


Community Development Dept Representative

Legal Description

That part of the Southwest Quarter of the Northwest Quarter of Section 32, Township 1 South, Range 14 West, Saline County, Arkansas, described as follows: Commencing at the Northeast corner of Southwest Quarter Northwest Quarter and run thence South 88°56'51" West, along the North line thereof for 825 feet; thence South 00°26'29" East, 86.41 feet to the center-line of Boone Road; thence South 72°46'45" East, along the center-line of said road 159.52 feet; thence South 74°29'20" East, , along center-line of road, for 140.83 feet; thence South 14°36'14" West, along established fence, 211.05 feet; thence South 75 04' '46" East, 35.03 feet to a 1/2 inch rebar to the point of beginning ;thence South 00°37'22" West, 938.90 feet to the South line of Southwest Quarter Northwest Quarter; thence North 88°21'00" East, along the said South line, 394.00 feet to a point that is 165.05 feet from the Southeast corner of Southwest Quarter Northwest Quarter; thence North 00°21'58" East, 1042.04 feet, (Deeded 1035') to the center-line of Boone Road; thence North 75°06'33" West, along the center-line of said road, 252.25 feet; thence South 13°05'36" West, 154.81 feet to a fence corner; thence South 22°57'50" East, 21.14 feet to a #4 Rebar cap #1478; thence South 14°38'17" West, 39.54 feet; thence North 75°12'53" West, 113.36 feet to the point of beginning, containing 9.25 acres more or less. Subject to the right of way of Boone Road.



Directions from I-30: Take Alcoa Rd exit onto Frontage Rd. Keep right to merge onto Alcoa Rd. Then turn left onto Boone Rd. The project site is located on the right-hand side just before Shady Trail.

Proof of Publication

STATE OF ARKANSAS
County of Saline

I, Marshall Beebe, do solemnly swear that I am Legal Advertising Clerk for The Saline Courier, a daily newspaper printed in said county, and that I was such at the date of publication hereinafter stated, and that said newspaper had a bona fide circulation in such county at said dates, and has been regularly published in said county since the year 1876 before the date of the first publication of the advertisement hereto annexed, and that said advertisement was published in said newspaper 1 times for 1 issues, the first insertion therein having been made on 06-26-2015, and the last insertion on 06-26-2015.

Billed Account Beh Smad Development,

Ad Number 67391

Marshall Beebe
Legal Advertising Clerk

Sworn to and subscribed before me on 06.26.15

Julie Allbritton
Notary Public

FEE FOR PRINTING

\$ 125.80 Cost of Notice

\$ 2.60 Cost of Proof

\$ 128.40 Total

JULIE ALLBRITTON
SALINE COUNTY
NOTARY PUBLIC - ARKANSAS
My Commission Expires February 22, 2012
Commission No. 12386157

Legal Notice

NOTICE IS hereby given that a hearing will be held by the Planning Commission of the City of Benton, AR on the 14th day of July, 2015 at 6:00 p.m. at 114 South East Street on the petition of Arby Smith, ALS Holdings, LLC for consideration of a Conditional Use Permit for property along Boone Road in the City of Benton, Saline County, Arkansas on the following lands to wit:

That part of the Southwest Quarter of the Northwest Quarter of Section 32, Township 1 South, Range 14 West, Saline County, Arkansas, described as follows: Commencing at the Northeast corner of Southwest Quarter Northwest Quarter and run thence South 88°56'51" West, along the North line thereof for 825 feet; thence South 00°26'29" East, 86.41 feet to the center-line of Boone Road; thence South 72°46'45" East, along the center-line of said road 159.52 feet; thence South 74°29'20" East, , along center-line of road, for 140.83 feet; thence South 14°36'14" West, along established fence, 211.05 feet; thence South 75 04'46" East, 35.03 feet to a 1/2 inch rebar to the point of beginning ;thence South 00°37'22" West, 938.90 feet to the South line of Southwest Quarter Northwest Quarter; thence North 88°21'00" East, along the said South line, 394.00 feet to a point that is 165.05 feet from the Southeast corner of Southwest Quarter Northwest Quarter; thence North 00°21'58" East, 1042.04 feet, (Deeded 1035') to the center-line of Boone Road; thence North 75°06'33" West, along the center-line of said road, 252.25 feet; thence South 13°05'36" West, 154.81 feet to a fence corner; thence South 22°57'50" East, 21.14 feet to a #4 Rebar cap #1478; thence South 14°38'17" West, 39.54 feet; thence North 75°12'53" West, 113.36 feet to the point of beginning, containing 9.25 acres more or less. Subject to the right of way of Boone Road.

For comments or questions, please contact Kristina Knight at 501-758-0050.