GENTRY CITY COUNCIL AGENDA

MONDAY, DECEMBER 6, 2021

Public Hearing: 119 N. Nelson Ave. Cleanup Lien

Public Hearing: Alley Vacate Petition (Between S. Otis Ave./S. McKinnon Ave.)

Meeting Called to Order

Invocation Roll Call

Review of Minutes: November 1, 2021 Regular Council Meeting

COMMUNITY COMMENTS

1. Public Comment (Item(s) Not on Presented Agenda)

- 2. Main Street Gentry Chamber of Commerce Janie Parks
- 3. Gentry Public Schools Terrie Metz

UNFINISHED BUSINESS

- 1. Park Master Plan Update
 - a. Splashpad
 - b. Sports Complex
- 2. Water Storage Facility Update
- 3. 119 N. Nelson Ave. Cleanup Lien Resolution
- 4. 117 N. Smith Ave. Cleanup Update
- 5. Alley Vacate Petition (Between S. Otis Ave./S. McKinnon Ave.) Ordinance
- 6. 2022 Budget Resolution

NEW BUSINESS

- 1. Rustic Flats Subdivision Final Plat Approval Ordinance
- 2. Solid Waste Franchise Agreement Extension Resolution
- 3. Round Prairie Subdivision Street Light Approvals Resolution
- 4. Planning Commission Preliminary Plat Fee Ordinance
- 5. Planning Commission Special Meeting Fee Ordinance
- 6. Procedure for Zoning Annexed Lands Amendment Ordinance
- 7. Elected Official & Planning Commission Salary Ordinance w/ Emergency
- 8. Mayoral Pay Structure Ordinance
- 9.

Any items that may arise after the publication of this Agenda must be voted on, to be heard, by the majority of the City Council.

ANNOUNCEMENTS

- Planning Commission Meeting, December 16, 2021 @ 7pm
- Ward 2 Position 2 Vacancy

	2019	2020	2021
City Sales & Use	\$114,185.04	\$117,919.64	\$152,028.71
County Tax	\$73,075.50	\$82,181.98	\$80,128.75

CITY OF GENTRY REGULAR CITY COUNCIL MEETING MONDAY, NOVEMBER 1, 2021

The City Council of the City of Gentry, Arkansas, met in person and virtually, at the Council Chambers and, at various other locations, at 6:30 p.m. on November 1, 2021. Mayor Kevin Johnston called the meeting to order. City Attorney Joel Kurtz gave the invocation.

COUNCIL MEMBERS ANSWERING ROLL CALL: Jason Barrett, Michael Crawford, Dan Erskin, Kristi Reams (virtually), Cindy Philpott, Jimmy Thorburn and Jason Williams

COUNCIL MEMBERS ABSENT: Janice Arnold

Others in attendance: Mayor Kevin Johnston, City Attorney Joel Kurtz, City Clerk Jenny Trout, Chamber of Commerce Director Janie Parks, Police Chief Clay Stewart, Fire Chief Vester Cripps, Randy Moll (virtually), Justin Spafford (virtually), and Larry Gregory with Garver.

REVIEW OF MINUTES: October 4, 2021- Regular Council Meeting

Motion: Crawford- to accept the minutes as presented

Second: Philpott

Roll Call: Barrett- pass

Crawford-pass

Erskin-yes

Reams-yes

Philpott-yes

Thorburn-yes

Williams-yes

Motion passed.

COMMUNITY COMMENTS

- 1. Public Comment (Items Not on Presented Agenda): None.
- 2. Main Street Gentry Chamber of Commerce Janie Parks presented a report of past and upcoming events including: There were between 1300 and 1400 kids that participated in Trick or Treat on Main. Janie expressed her thanks to Gentry Police and Fire Departments for their assistance. Congressman Womack's Mobile Office will be at the Gentry Chamber of Commerce building on November 4th from 1-3:00p.m.; Gentry Christmas parade is scheduled for December 11th at 6:30p.m on Main Street; Gentry Chamber of Commerce Quilt Show is scheduled for January 14-21, 2022 in the McKee Community Room from 10a.m.-5p.m. This event is sponsored by McKee Foods. A final town hall meeting date is to be determined regarding the downtown Gentry Revitalization Plan. A ribbon cutting and open house is planned for the Apple Crest Inn B&B, November 19, 2021 at 2:00p.m.

3. <u>Gentry Public Schools</u>: Terrie Metz was unavailable; Jason Barrett provided the following: a vaccine clinic for Gentry Public Schools staff last Friday providing Covid 19 booster shots; Gentry school district was the first in the region to "turn green"; football playoffs are on November 12th; basketball season to kickoff very soon and, Thanksgiving break is coming up.

UNFINISHED BUSINESS

- 1) Park Master Plan Update:
 - a) <u>Splashpad:</u> Mayor Johnston announced winterization of the splashpad had been completed and a list of additional maintenance items has been made for addressing at a later date.
 - **b)** Sports Complex: Justin Spafford with Flintco, provided an updated project report. Asphalt is scheduled to begin this week; sidewalks, netting, shades/scoreboards are all planned for the month of November and, the punchlist/closeouts are scheduled for the first week of December.
- 2) <u>Water Storage Facility Update:</u> Larry Gregory with Garver stated the painting, coating and logo on the tank were nearing completion, progress continues.
- 3) <u>119 N. Nelson Ave. Cleanup Update:</u> Mayor Johnston announced cleanup for this location had been completed. A public hearing is planned for next month to address the lien amount related to the cleanup of this property.
- 4) <u>117 N. Smith Ave. Cleanup Update:</u> Mayor Johnston stated the property owner is continuing to keep in touch with him regarding progress, although progress has slowed again due to weather and equipment issues.
- 5) <u>Proposed Ordinance Amending Description of R-N Zone:</u> An Ordinance Amending the Gentry Municipal Code to Revise the Description of the Residential Neighborhood Zoning District; and for Other Purposes was presented for review and consideration:

Motion: Barrett- to suspend the rules and read by heading only and, for all Ordinances remaining on this evening's agenda

Second: Thorburn

Roll Call: Thorburn-yes

Williams-yes

Barrett-yes

Crawford-yes

Erskin-yes

Reams-yes

Phipott-yes

Motion passed. City Attorney Joel Kurtz read by heading only

Motion: Crawford- to pass on 2nd and 3rd readings with a single vote

Second: Thorburn

Roll Call: Thorburn-yes

Williams-yes Reams-yes Barrett-yes Phipott-yes

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Crawford-yes

Erskin-yes **Motion passed.**

NEW BUSINESS:

1) <u>Wastewater Master Plan RFQ:</u> Mayor Johnston presented the Request for Qualification: RFQ 21-01, for engineering services. Having received one Qualification Summary form from Garver, for consideration.

Motion: Barrett- that authorization be given for negotiations to begin with Garver and, should

an agreement not be reached, the process begin again

Second: Crawford

Roll Call: Williams-yes

Barrett-yes

Crawford-yes

Erskin-yes

Reams-yes

Philpott-yes

Thorburn-yes

Motion passed.

Annexation Ordinance (Jones/Stricker): An Ordinance Accepting the Annexation of Certain Lands to the City of Gentry; Assigning said Lands to a Ward; Designating the Zoning of said Lands; and for Other Purposes, was presented for review and consideration; City Attorney Joel Kurtz read by heading only:

Motion: Crawford- to pass on three readings with a single vote

Second: Erskin

Roll Call: Williams-yes

Barrett-yes

Crawford-yes

Erskin-yes

Reams-yes

Philpott-yes

Thorburn-yes

Motion passed.

3) Ordinance -Administrative Fees (City Hall/Library): An Ordinance Establishing Administrative Fee Schedule; and for Other Purposes, was presented for review and consideration; City Attorney Joel Kurtz read by heading only:

Motion: Barrett- to pass on three readings with a single vote

Second: Thorburn

Roll Call: Williams-yes

Barrett-yes

Crawford-yes

Erskin-yes

Reams-yes

Philpott-yes

Thorburn-ves

Motion passed.

4) Ordinance-Business (Occupational) License Late Fees: An Ordinance Establishing a Late Fee for Business Licenses; and for Other Purposes, was presented for review and consideration; City Attorney Joel Kurtz read by heading only:

Motion: Thorburn- to pass on three readings with a single vote

Second: Philpott

Roll Call: Williams-yes

Barrett-yes

Crawford-yes

Erskin-yes

Reams-yes

Philpott-yes

Thorburn-yes

Motion passed.

5) <u>Ordinance- Microchip Fees:</u> An Ordinance Revising Microchip Fees; and for Other Purposes, was presented for review and consideration; City Attorney Joel Kurtz read by heading only:

Motion: Barrett- to pass on three readings with a single vote

Second: Philpott

Roll Call: Williams-yes

Barrett-yes C

Crawford-yes

Erskin-yes

Reams-yes

icanis-

es Philpott-yes Thorburn-yes

Motion passed.

6) Ordinance-Hydrant Meter Fees: An Ordinance Establishing Fees and Procedures for Use of Hydrant Water Meters; and for Other Purposes, was presented for review and consideration; City Attorney Joel Kurtz read by heading only:

Motion: Crawford- to pass on three readings with a single vote

Second: Thorburn

Roll Call: Williams-yes

Barrett-yes

Crawford-yes

Erskin-yes

Reams-yes

Philpott-yes

Thorburn-yes

Motion passed.

7) Ordinance- Amending/Removing/Rescinding Obsolete Language (Board of

<u>Review/Amusements Games/Water Service Reconnection:</u> An Ordinance Amending the Gentry Municipal Code to Remove Reference to Board of Review; Rescind Regulation of Amusement Games; Remove Reconnection Deposit; and for Other Purposes, was presented for review and consideration; City Attorney Joel Kurtz read by heading only:

Motion: Barrett- to pass on three readings with a single vote

Second: Philpott

Roll Call: Williams-yes

Barrett-yes

Crawford-yes

Erskin-yes

Reams-yes

Philpott-yes

Thorburn-yes

Motion passed.

8) Ordinance-Building/Plumbing/Electrical Permit Fees: An Ordinance Revising City Permit Fees; and for Other Purposes, was presented for review and consideration; City Attorney Joel Kurtz read by heading only:

Motion: Erskin- to pass on three readings with a single vote

Second: Thorburn

Roll Call: Williams-yes

Barrett-yes

Crawford-yes

Erskin-yes

Reams-yes

Philpott-yes

Thorburn-yes

Motion passed.

9) Ordinance-HVAC Permit Fees: An Ordinance Establishing Fee Schedule for HVAC Permits; and for Other Purposes, was presented for review and consideration; City Attorney Joel Kurtz read by heading only:

Motion: Crawford- to pass on three readings with a single vote

Second: Philpott

Roll Call: Williams-yes

Barrett-yes

Crawford-yes

Erskin-yes

Reams-yes

Philpott-yes

Thorburn-yes

Motion passed.

Ordinance- Park Reservation Fees: An Ordinance Updating Park Reservation Fees; and for Other Purposes, was presented for review and consideration; City Attorney Joel Kurtz read by heading only:

Motion: Barrett- to pass on three readings with a single vote

Second: Crawford

Roll Call: Williams-yes

Barrett-yes

Crawford-yes

Erskin-yes

Reams-yes

Philpott-yes

Thorburn-yes

Motion passed.

11) Resolution- Alley Vacate (Block 3 Pierson's Addition) Public Hearing: A Resolution Setting for Hearing Petition to Vacate a Portion of An Alley Running North and South Between South Otis Avenue and South McKinnon Avenue on December 6, 2021, was presented for review and consideration:

Motion: Thorburn- to pass the resolution as presented

Second: Barrett

Roll Call: Williams-yes

Barrett-yes

Crawford-yes

Erskin-yes

Reams-yes

Philpott-yes

Thorburn-yes

Motion passed.

2022 Budget: Mayor Johnston presented council members with the 2022 preliminary budget for review; plans for committee meetings in order to consider the budget, were discussed.

ANNOUNCEMENTS AND COMMENTS

*Planning Commission Meeting, November 18, 2021 @ 7:00p.m.

*Citywide Cleanup Update: another success; 200 trees given away

*WFF Trees: approximately another 160 trees are to be planted at the ballfields

*City Sales and Use & County Tax numbers for 2019-2021 were listed

There being no other new business Mayor Johnston entertained a motion to adjourn.

Motion: Thorburn Second: Crawford

All in favor. None opposed.

Motion passed. Meeting adjourned.

CITY CLERK:	MAYOR: KEVIN JOHNSTON
JENNY TROUT	CITY OF GENTRY



RESOLUTION NO.

CITY OF GENTRY, ARKANSAS

RESOLUTION DETERMINING AMOUNT OF CLEAN-UP LIEN FOR PROPERTY SITUATED AT 119 NORTH NELSON AVENUE, GENTRY, ARKANSAS.

WHEREAS, the City of Gentry has previously determined by Resolution 20-633 that certain real property owned by Larry D. Babcock and situated at 119 North Nelson Avenue, Gentry, Arkansas to be a nuisance; and

WHEREAS, the City of Gentry has caused the structure on such property to be demolished; and

WHEREAS, the City of Gentry has given proper notice of a public Hearing to determine the amount of the priority lien in favor of the City of Gentry by reason of such demolition.

NOW THEREFORE BE IT RESOLVED by the City Council for the City of Gentry:

- Section 1. Said structure was located at 119 North Nelson Avenue, Gentry, Arkansas, and is more particularly described as Lots 21 and 22, Block 21, Original Town of Gentry, Benton County, Arkansas. Larry D. Babcock is the sole party in interest. Demolition of said structure and cleanup of the property was completed on or about October 7th, 2021.
- Section 2. Notice of a public hearing on this date to determine the amount of the City's cleanup lien was mailed to Larry D. Babcock by mail, return receipt requested, more than thirty days prior to this date, as required by Ark. Code Ann. § 14-54-903.
- Section 3. The amount of the lien should be and is hereby determined in the sum of \$9,657.86, as a first priority clean up lien, in favor of the City of Gentry, Arkansas.
- Section 4. The Mayor and/or City Clerk are hereby authorized to execute such other documents and may be required for enforcement of the City's lien.

PASSED, APPROVED AND ADOPTED THIS 6th day of December, 2021.

	Kevin D. Johnston, Mayor	
ATTEST:		
Tonya Carney, Director of Finance		



October 28, 2021

CERTIFIED MAIL, RETURN RECEIPT REQUESTED and FIRST CLASS MAIL

OWNER:

Larry D. Babcock

12670 Ozark Valley Ln Gentry, AR 72734

RE:

Property situated at 119 N. Nelson Ave, Gentry, AR 72734;

Lots 21 and 22, Block 21, Original Town of Gentry, Benton County, Arkansas.

Parcel #: 10-00317-000

Dear Property Owner:

You have failed to abate the nuisance conditions identified by the City within the timeframe allotted by the Gentry City Council in Resolution 20-633, passed October 5, 2020. Accordingly, the City has contracted for various demolition, clean-up and other remedial work on the referenced property, as specified in Resolution 21-651.

This will serve as further notification that the City of Gentry, by and through the City Council, will hold a public hearing at 6:30 p.m. on the 6th day of December, 2021, at the Council Chamber, 104 E. Main Street, Gentry, Arkansas for the purpose of confirming the amount of the City's lien on the property in question.

The amount of the lien sought will be as follows:

Demolition and Clean-up	\$ 8	3,900.00
Legal Fees	\$	750.00
Postage	\$	7.86
Total	\$ 9	657.86

You may avoid further charges, fees and assessments, including Court filing fees, by paying this sum prior to the public hearing.

After the hearing, the City of Gentry intends to file a lien on the property in question, and will ultimately seek Court determination that the lien is a first and prior lien on the property, prior and superior to any mortgage or other interest.

Let to

City Attorne

Cc: Mayor Kevin Johnston

Track Another Package +

Tracking Number: 70201290000109379558

Remove X

Your item was delivered to an individual at the address at 11:49 am on October 29, 2021 in GENTRY, AR 72734.

⊘ Delivered, Left with Individual

October 29, 2021 at 11:49 am GENTRY, AR 72734 reedback

Text & Email Updates	~
Tracking History	~
Product Information	~

See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Larry Babcock 1 26 70 Ozark Valle Cocord AR 72734	A. Signature X Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? If YES, enter delivery address below:
9590 9402 5692 9346 9534 43 7020 1290 0001 0937 955	The state of the s
PS Form 3811. July 2015 PSN 7530-02-000-9053	Domestic Return Receipt

RESOLUTION NO. 21-651

CITY OF GENTRY, ARKANSAS

RESOLUTION AUTHORIZING DEMOLITION AND CLEAN-UP OF PROPERTY SITUATED AT 119 N. NELSON AVE, GENTRY, ARKANSAS

WHEREAS, in October 2020, the City of Gentry found to be a nuisance and condemned, by Resolution 20-633, that certain real property owned by Larry Babcock and situated at 119 N. Nelson Avenue, Gentry, Arkansas; WHEREAS, the City of Gentry has given Mr. Babcock ample time to remove or abate said nuisance; and WHEREAS, said nuisance remains unabated: NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Gentry: Section 1. The Mayor is hereby authorized and directed to enter into a contract with Greg Alsip to demolish the structures located at 119 N. Nelson Avenue, Gentry, Arkansas (more particularly described as Lots 21 and 22, Block 21, to the Original Town of Gentry, Benton County, Arkansas) and to clean up the property for a contract price not to exceed \$8,900 Section 2. The funds for said contract are hereby allocated as follows: General Fund -LOT CLEAN-UP 564.000.001 PASSED, APPROVED AND ADOPTED THIS 9th day of June, 2021. ATTEST:

OF GENTRA REANSAGE

RESOLUTION NO. 21-650

CITY OF GENTRY, ARKANSAS

RESOLUTION DECLARING THE STRUCTURES LOCATED AT 117 NORTH SMITH AVENUE IN THE CITY OF GENTRY TO CONSTITUTE A NUISANCE AND CONDEMNING SAID STRUCTURES; PROVIDING A PERIOD OF TIME FOR THE PROPERTY OWNER TO ABATE SAID NUISANCE; AND FOR OTHER PURPOSES.

WHEREAS, the City Code Enforcement Officer has found the structures located at 117 North Smith Avenue, Gentry, Arkansas (more particularly described as Lots 1 and 2, Block 1, Hastings Addition to the City of Gentry, Arkansas) (the "Property") to be structurally unsafe, dilapidated, unsightly, unfit for human occupancy, and in violation of various provisions of the International Property Maintenance Code of 2003 as adopted by the City of Gentry (the "IPMC").

NOW THEREFORE BE IT RESOLVED by the City Council for the City of Gentry:

Section 1. The Council finds that the Property is in violation of the IPMC, as follows:

- A. Accumulated rubbish both inside and outside IPMC 307.1
- B. Broken and boarded up windows IPMC 304.13, 304.13.2, 702.4
- C. Boarded up door(s) IPMC 304.15, 702.3
- D. Exterior walls in poor repair IPMC 304.6
- E. Inoperative plumbing and electrical systems IPMC 504.1, 605.1
- F. Roof sagging 304.4, 304.7
- G. Structures harboring rodents and raccoons IPMC 308.1

Section 2. The Property is accordingly declared to be unsafe and a public nuisance, and the structures thereon are hereby condemned in order to ensure their removal or other abatement.

Section 3. The City Code Enforcement Official or the City Attorney shall provide a copy of this Resolution to the owner of the Property and shall post a copy at a prominent place on the Property as provided in the IPMC.

Section 4. The owners of record of the Property are hereby directed to remove the structures or otherwise abate the said nuisance within sixty (60) days after the posting of a copy of this Resolution on the Property.

Section 5. If the aforementioned nuisance has not been removed and/or abated within sixty (60) days after the posting of a copy of this Resolution upon the Property, the structures shall be torn down and removed by the City Code Enforcement Officer or his designated representative. Each day after the aforesaid sixty (60) days that the nuisance is not abated shall constitute a separate and distinct offense punishable as provided in the Gentry Municipal Code.

Section 6. If occupied, the condemned structures shall be vacated as ordered by the City Code Enforcement Officer. Any person who shall occupy said structures and any owner who shall let any person occupy the condemned structures shall be liable as provided in the IPMC and the Gentry Municipal Code.

Section 7. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED, APPROVED AND ADOPTED THIS 3rd day of May, 2021.

ATTEST:

Tonya Carney, Director of Finance

Kevin Johnston, Mayor

Gentry Gentry CIAL SEAT



April 13, 2021

CERTIFIED MAIL, RETURN RECEIPT REQUESTED and FIRST-CLASS MAIL

OWNER:

Cletus A. Dalla Rosa

PO Box 963 Gentry, AR 72734

RE:

Property situated at 117 N. Smith Street, Gentry, AR 72734

Lots 1 and 2, Block 1, Hastings Addition, Gentry, Benton County, Arkansas.

Parcel #: 10-00619-000

Dear Mr. Dalla Rosa:

Your property, described above, has been found to be in violation of the International Property Maintenance Code (2003) (IPMC), adopted by the City of Gentry pursuant to Ordinance 08-632. The specific violations are as follows:

- Accumulated rubbish both inside and outside IPMC 307.1
- Broken and boarded up windows IPMC 304.13, 304.13.2, 702.4
- Boarded up door(s) ÎPMC 304.15, 702.3
- Exterior walls in poor repair IPMC 304.6
- Inoperative plumbing and electrical systems IPMC 504.1, 605.1
- Roof sagging 304.4, 304.7
- Structures harboring rodents and raccoons IPMC 308.1

If you refuse to remove, abate, or eliminate the condition(s) cited within ten (10) business days, the City Council of the City of Gentry, Arkansas will hold a hearing to consider a Resolution condemning the property. In the event such a Resolution is passed, the City may abate the condition or tear down the structure. The City shall have a lien on the property as provided by A.C.A. 14-54-904. Further, a fine of up to \$500.00 per day may be assessed against the property owner.

You are further advised of the date, time, and location of such council meeting, as follows: May 3, 2021, at 6:30 p.m., in the Gentry Council Chambers at 104 E. Main, Gentry, Arkansas.

If the property is condemned, costs of correction and/or condemnation, including administrative and collections costs, will be charged to you, and the City of Gentry will have a priority lien against your property for the costs incurred.

Thank you for your prompt attention to this matter.

Joel Kurtz, City Attorney

ORDINANCE NO.

CITY OF GENTRY, ARKANSAS

AN ORDINANCE VACATING A PORTION OF AN ALLEY RUNNING NORTH AND SOUTH BETWEEN SOUTH OTIS STREET AND SOUTH McKINNON AVENUE; AND FOR OTHER PURPOSES.

WHEREAS, a petition was duly filed with the City of Gentry, Arkansas, asking the City Council to vacate and abandon a portion of an alley within the City, described as: running North and South between South Otis Street and South McKinnon Avenue, and bordered by Lots 14-15, 18-19, and 22-23, Block 3, Pierson's Addition to the Town of Gentry, Arkansas on the West, and by Lots 13, 16-17, 20-21, and 24, Block 3, Pierson's Addition to the Town of Gentry, Arkansas on the East, and more particularly described as follows:

BEGINNING AT THE NORTHWEST CORNER OF LOT 13 BLOCK 3 PIERSONS ADDITION, TO THE CITY OF GENTRY, BENTON COUNTY, ARKANSAS; THENCE S03°31'38"W, A DISTANCE OF 92.23 FEET; THENCE S03°31'44"W, A DISTANCE OF 258.25 FEET; THENCE N86°28'16"W, A DISTANCE OF 20.00 FEET; THENCE N03°31'43"E, A DISTANCE OF 300.07 FEET; THENCE S87°17'49"E, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 6,004.0 SQUARE FEET, OR 0.138 ACRES, MORE OR LESS.

WHEREAS, after due notice as required by law, the Council has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question and has ascertained that the said alley, as described above, has previously been dedicated to the public use as an alley as herein described; has not been actually used by the public generally for at least five (5) years subsequent to the filing of the plat; that all the owners of the property abutting upon the portion of the street to be vacated have filed their written consent with the Council to the abandonment; and that the public interest and welfare will not be adversely affected by the abandonment of the alley.

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

Section 1: The City of Gentry, Arkansas hereby releases, vacates and abandons the above-described alley, together with the rights of the public generally, in and to such alley.

Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the office of the Recorder of Benton County, Arkansas, and recorded in the Deed Records of Benton County, Arkansas.

Section 3: This Ordinance shall take effect and be in force from and after its passage.

PASSED and APPROVED in regular session this 6th day of December, 2021.

	Kevin Johnston, Mayor
ATTEST:	
Tonya Carney Director of Finance	



Tuesday August 24, 2021

Mark Smithson City of Gentry

RE: Crye-Leike Gentry
Vacate Alley
Part of Block 3 Pierson's Addition

Dear Mr. Smithson,

I represent Crye-Leike, in the above-captioned matter. We are filing a petition to vacate the alley detailed in the attached exhibit within Block 3, Pierson's Addition, to The City of Gentry, Benton County, Arkansas

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

Sincerely,

Jonathan Hope

TRIXIE COFFEE

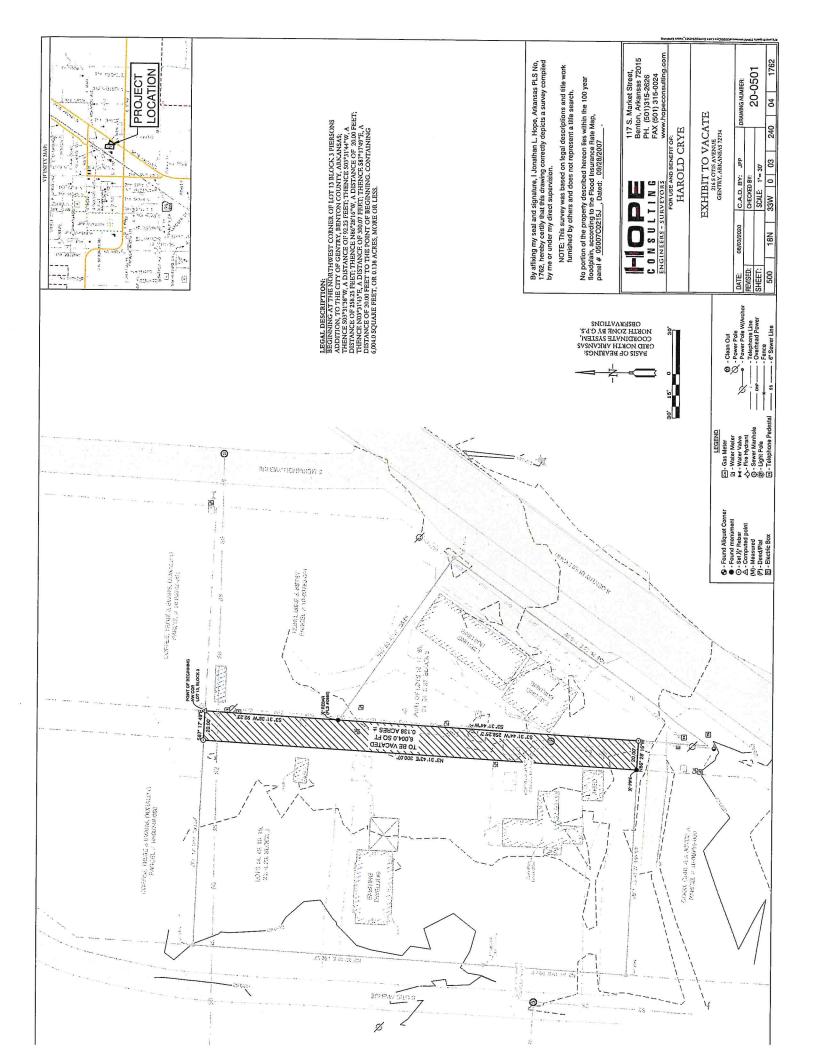
Land Owners

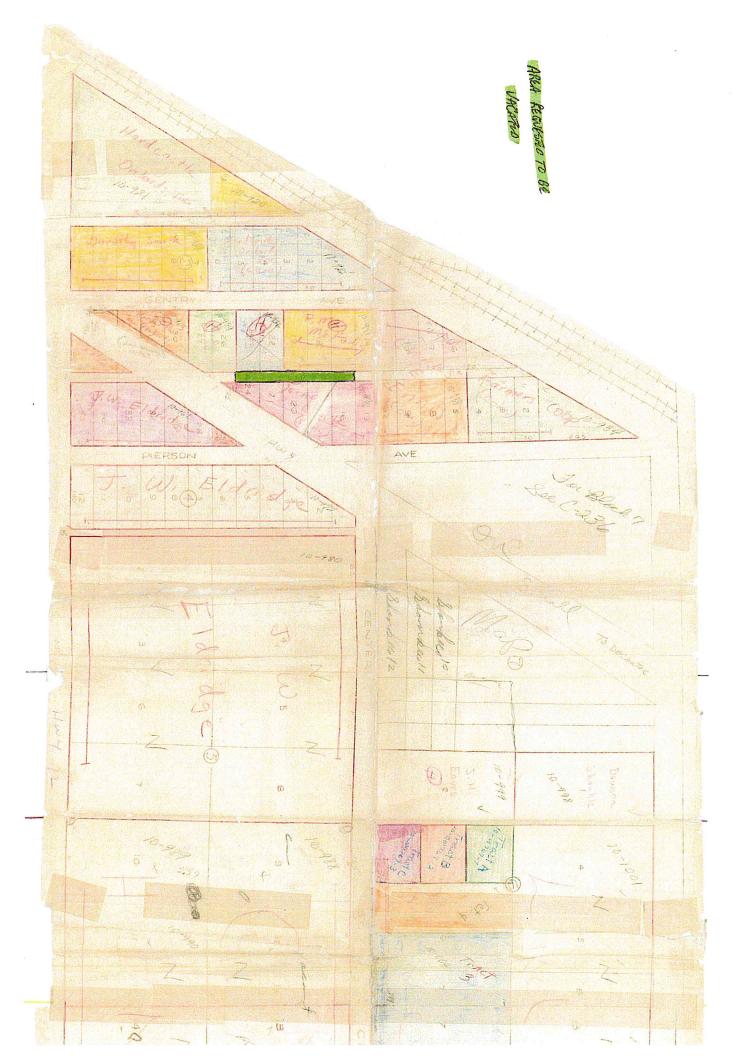
Harold Crve

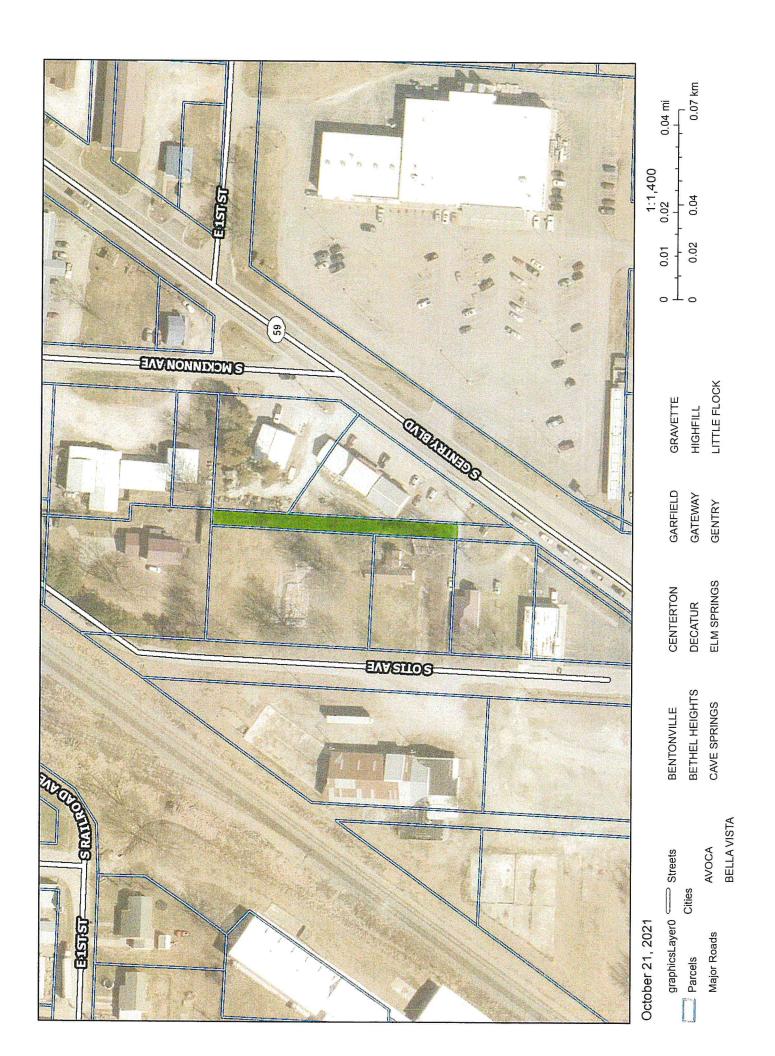
DOUGLA EVANS

Mike Nunn

BETSY NUNN







EASEMENT ACQUISITION AGREEMENT

WHEREAS, Harold E. Crye, Trustee of the Harold E. Crye Revocable Living Trust dated January 16, 1995 ("Petitioner") has petitioned the City of Gentry, Arkansas (the "City") to vacate an alley (the "Alley") adjacent to Petitioner's property;

WHEREAS, the City currently has various utility lines and fixtures located within the Alley; and

WHEREAS both Petitioner and the City would like the City to continue to be able to access and service said utilities;

NOW THEREFORE, Petitioner hereby agrees that he shall, upon vacation of the rights of the public in and to the Alley, grant to the City an Easement over that portion of the Alley that accrues to Petitioner via a separate Easement and Right-of-Way Grant, in a form substantially similar to that attached hereto as Exhibit "A".

IN WITNESS WHEREOF, Petitioner has executed this Agreement this 15 day of Nov., 2021.

PETITIONER

Harold E. Crye Revocable Living Trust dated January 16, 1995

Harold E. Crye, Trustee

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Harold E. Crye, Trustee of the Harold E. Crye Revocable Living Trust dated January 16, 1995 ("Grantor"), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Gentry, Arkansas, a municipal corporation ("Grantee"), and to its heirs, successors, and assigns, a permanent easement to lay, construct, remove, re-lay, maintain, enlarge, inspect, repair, and operate utility lines and other necessary appurtenances thereto, with rights of ingress and egress to and from the same, on, over, and under the following-described real estate in Benton County, Arkansas:

BEGINNING AT THE NORTHWEST CORNER OF LOT 13 BLOCK 3 PIERSONS ADDITION, TO THE CITY OF GENTRY, BENTON COUNTY, ARKANSAS; THENCE S03°31'38"W, A DISTANCE OF 92.23 FEET; THENCE S03°31'44"W, A DISTANCE OF 256.25 FEET; THENCE N86°28'16"W, A DISTANCE OF 20.00 FEET; THENCE N03°31'43"E, A DISTANCE OF 300.07 FEET; THENCE S87°17'49"E, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 6,004.0 SQUARE FEET, OR 0.138 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD the above-described easement and rights unto said Grantee and its successors and assigns forever, or until said easement is finally abandoned.

Grantee shall have and is hereby granted the right at all times to remove from said lands all undergrowth, trees, and parts thereof, or other obstructions, which, in Grantee's opinion, restrict access, constitute a hazard, or endanger the safety and/or the reliability of said utility lines or their appurtenances, and/or for the purposes of installing additional facilities. In the event construction, installation, maintenance, repair, inspection, or exercise of access or egress rights results in damage to the easement area or adjacent property, Grantee shall restore said damaged property as close as is reasonable to its original condition. Grantor agrees to keep the easement clear of all future buildings, structures, fences, water impoundments, or other obstructions.

IN WITNESS WHEREOF, the hand and seal of Grantor is hereunto set, this 45 day of 2021.

Harold E. Crye Revocable Living Trust dated January 16, 1995

Harold E. Crye, Trustee

TENNESSEE	
STATE OF ARKANSAS)
COUNTY OF WILLIAMSON) ss.))

ACKNOWLEDGMENT

On this day before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared Harold E. Crye, Trustee of the Harold E. Crye Revocable Living Trust dated January 16, 1995, to me personally well known (or satisfactorily proven to be such person), and declared that he had executed the foregoing instrument in the capacity and for the consideration and purposes set forth therein.

WITNESS my hand and seal on the 15 day of Novem3 62

My commission expires: $\ell \ell / 2 / 2 \leq$



EASEMENT ACQUISITION AGREEMENT

WHEREAS, Mike Nunn and Betsy Nunn, husband and wife ("Petitioners") have petitioned the City of Gentry, Arkansas (the "City") to vacate an alley (the "Alley") adjacent to Petitioners' property;

WHEREAS, the City currently has various utility lines and fixtures located within the Alley; and

WHEREAS both Petitioners and the City would like the City to continue to be able to access and service said utilities;

NOW THEREFORE, Petitioners hereby agree that they shall, upon vacation of the rights of the public in and to the Alley, grant to the City an Easement over that portion of the Alley that accrues to Petitioners via a separate Easement and Right-of-Way Grant, in a form substantially similar to that attached hereto as Exhibit "A".

IN WITNESS WHEREOF, Petitioners have executed this Agreement this 1944 day of November 2021.

PETITIONERS

Mike Nunn

Betsy Nunn

RESOLUTION NO.	
----------------	--

CITY OF GENTRY, ARKANSAS

RESOLUTION SETTING FOR HEARING PETITION TO VACATE A PORTION OF AN ALLEY RUNNING NORTH AND SOUTH BETWEEN SOUTH OTIS STREET AND SOUTH McKINNON AVENUE ON DECEMBER 6, 2021,

WHEREAS, a Petition to Vacate an unnamed platted street within the City of Gentry Arkansas has been filed with the City of Gentry with respect to an alley running North and South between South Otis Street and South McKinnon Avenue, bordered by Lots 14-15, 18-19, and 22-23, Block 3, Pierson's Addition to the Town of Gentry, Arkansas on the West, and by Lots 13, 16-17, 20-21, and 24, Block 3, Pierson's Addition to the Town of Gentry, Arkansas on the East, and more particularly described as follows:

BEGINNING AT THE NORTHWEST CORNER OF LOT 13 BLOCK 3 PIERSONS ADDITION, TO THE CITY OF GENTRY, BENTON COUNTY, ARKANSAS; THENCE S03°31'38"W, A DISTANCE OF 92.23 FEET; THENCE S03°31'44"W, A DISTANCE OF 258.25 FEET; THENCE N86°28'16"W, A DISTANCE OF 20.00 FEET; THENCE N03°31'43"E, A DISTANCE OF 300.07 FEET; THENCE S87°17'49"E, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 6,004.0 SQUARE FEET, OR 0.138 ACRES, MORE OR LESS.

NOW THEREFORE BE IT RESOLVED by the City Council for the City of Gentry, Arkansas:

- Section 1. Said Petition to Vacate shall be set for public hearing on the 6th day of December, 2021, at 6:30 p.m.; and
- Section 2. The City Finance Director shall give notice of the meeting by publication once a week for two (2) consecutive weeks in some newspaper published in the county and having a general circulation in the City.

PASSED, APPROVED AND ADOPTED THIS 1st day of November 2021.

ATTEST:	Kevin Johnston, Mayor	
Tonya Carney, Director of Finance		

AFFIDAVIT OF PUBLICATION

I, Brittany Smith, solemnly swear that I am the Accounting Legal Clerk
for the Northwest Arkansas Newspapers, LLC, and I do solemnly swear that
the attached advertisement:
City of Gentry Public Hearing
was published in the following weekly paper(s):
Bella Vista Weekly Vista Pea Ridge Times Siloam Springs Herald Leader Siloam Sunday (Section of Arkansas Democrat Gazette) X Westside Eagle Observer
Of general and bona fide circulation in Benton County, Arkansas
Date(s) of Publication: November 17 & 24, 2021
Publication Charges: \$153.36
Brittany Smith Subscribed and sworn to before me This 24 day of 100 , 2021. Cathy Wiles Benton COUNTY NOTARY PUBLIC – ARKANSAS My Commission Expires 02-20-2024 Commission No. 12397118
NOTE Please do not pay from Affidavit.

Invoice will be sent.

Public Notice You are hereby notified that a public hearing will be held at 6:30 p.m. on December 6, 2021, in the Gentry Council Chambers located at 104 E. Main St., Gentry, Arkansas. At the hearing, the Gentry City Council will consider a petition filed by Mike Nunn and Betsy Nunn; Trixic Coffee and Donald G. Evans; and Harold E. Crye, Trustee of the Harold E. Cryc Revocable Living Trust dated January 16, 1995, seeking to vacate a certain platted street in Gentry, Arkansas, described as: A portion of an alley running North and South between South Otis Avenue and South McKinnon Avenue, bordered by Lots 14-15, 18-19, and 22-23, Block 3, Pierson's Addition to the Town of Gentry, Arkansas on the West, and by Lots 13, 16-17, 20-21, and 24, Block 3, Pierson's Addition to the Town of Gentry, Arkansas on the East. Comments from any property owner affected by the petition will be heard and considered, and the Council will then determine whether the said street shall be vacated. If you are unable to attend the meeting, you may provide comments by phone (479-736-2555, ex. 103) or in writing to the City of Gentry, 101 W. Main Street, Gentry, AR 72734. November 17 & 24, 2021

City of Gentry Administration

75483772

RESOLUTION NO.

CITY OF GENTRY, ARKANSAS

A RESOLUTION ACCEPTING AND ADOPTING A BUDGET FOR THE CITY OF GENTRY FOR THE YEAR COMMENCING JANUARY 1, 2022, AND ENDING DECEMBER 31, 2022, AND APPROPRIATING MONEY FOR EACH AND EVERY ITEM OF EXPENDITURE THEREIN PROVIDED FOR, AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Gentry has made a comprehensive study and review of the proposed budget; and

WHEREAS, it is the opinion of the City Council that the schedules and exhibits of financial information prepared and reviewed revealing anticipated revenues and expenditures for the calendar year appear to be as accurate as possible for budgetary purposes.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council for the City of Gentry, Arkansas:

- **Section 1.** This Resolution shall be known as the Budget Resolution for the City of Gentry, Arkansas, for the twelve (12) month period beginning January 1, 2022, and ending December 31, 2022, reflecting estimated revenues and expenditures as hereinafter set forth on the succeeding pages. All revenues herein are estimated and subject to change and all appropriations are calculated upon available revenues.
- **Section 2.** The respective amounts of funds for each and every item of expenditure classification herein proposed in the budget for 2022 are hereby approved by the City of Gentry, Arkansas, and are hereby authorized and appropriated for the purposes set forth for the calendar year ending December 31, 2022.

Section 3.

- (a) The Mayor or his duly authorized representative may approve for payment out of funds hereby appropriated for that purpose, or disapprove any bills, debts, or liabilities asserted as claims against the City;
- **(b)** The maximum amount allowable under the laws of the State of Arkansas is hereby authorized for such expenditure, subject to any more restrictive Ordinance previously enacted. The payment or disapproval of any bills, debts, or liabilities exceeding the statutory amount as in effect from time to time shall require the confirmation of the governing body.

PASSED AND APPROVED this 6th day of December, 2021.

Attest:	Kevin D. Johnston, Mayor
Tonya Carney, Director of Finance	

ACT 209 Incarceration Fund 2022 BUDGET

Accour	nt Numb	er	a a	Annual Budget Jan 2022 Dec 2022
Revenue & Expe	enditu	res		
Revenue				
401.010	0.013	ACT 209 REIMBURSEMENT		9,000.00
			Revenue	\$9,000.00
			Gross Profit	\$9,000.00
Expenses				
661.000	0.013	PRISONER HOUSING		9,000.00
			Expenses	\$9,000.00
Fund Balances				
		Beginning Fund Balance		0.00
		Net Change in Fund Balance		0.00
		Ending Fund Balance		0.00

Act 833 Fund 2022 BUDGET

Account Numb	oer .		Annual Budget Jan 2022 Dec 2022
			200 2022
Revenue & Expenditu	res		
Revenue			
401.016.016	ACT 833 STATE FUNDS		24,000.00
401.102.001	BEGINNING BALANCE		20,000.00
		Revenue	\$44,000.00
		Gross Profit	\$44,000.00
Expenses			
917.001.016	ACT 833 EXPENSE		44,000.00
		Expenses	\$44,000.00
Fund Balances			
	Beginning Fund Balance		0.00
	Net Change in Fund Balance		0.00
	Ending Fund Balance		0.00

ARPA 2022 BUDGET

				Annual Budget
				Jan 2022
	Account N	umber		Dec 2022
Revenue 8	& Expend	litures		
Reveni	ue			
	1111	ARPA		415,656.63
			Revenue	\$415,656.63
			Gross Profit	\$415,656.63
Expens	ses			
	2222	ARPA	_	833,000.00
			Expenses	\$833,000.00
			Revenue Less Expenditures	(\$417,343.37)
			Net Change in Fund Balance	(\$417,343.37)
Fund Bala	ncoc			
ruliu bala	lices	B/	I Delegan	2.22
		Beginning Fu		0.00
		Net Change	in Fund Balance	(417,343.37)
		Ending Fund	Balance	0.00

Fire Equipment Sinking Fund 2022 BUDGET

Account N	umber		Annual Budget Jan 2022 Dec 2022
Account	unibei		Dec 2022
Revenue & Expend	itures		
Revenue			
401.102.001	BEGINNING BALANCE		218,000.00
499.001.055	WATER & SEWER PAYMENTS		15,000.00
		Revenue	\$233,000.00
		Gross Profit	\$233,000.00
Expenses			
501.026.001	EQUIPMENT		233,000.00
		Expenses	\$233,000.00
Fund Balances			
	Beginning Fund Balance		0.00
	Net Change in Fund Balance		0.00
	Ending Fund Balance		0.00

Firemen's Pension Fund 2022 BUDGET

Account Numb	per		Annual Budget Jan 2022 Dec 2022
Revenue & Expenditu	res		
Revenue			
402.004.001	COUNTY TURNBACK		16,500.00
		Revenue	\$16,500.00
		Gross Profit	\$16,500.00
Expenses			
•	PENSION EXPENSE		16,500.00
		Expenses	\$16,500.00
Fund Balances			
	Beginning Fund Balance		0.00
	Net Change in Fund Balance		0.00
	Ending Fund Balance		0.00

General Fund 2022 GENERAL BUDGET

Account Numb	per	Annual Budget Jan 2022 Dec 2022	
evenue & Expenditures			
Revenue			
General Revenues			
401.102.001	BEGINNING BALANCE	412,000.00	
402.002.001	CITY SALES TAX	600,000.00	
401.012.012	COUNTY SALES TAX	1,000,000.00	
402.004.001	COUNTY TURNBACK	300,000.00	
	COUNTY TORNBACK	300,000.00	
FEES-	ACCIDENT REPORTS	252.00	
401.009.001	ACCIDENT REPORTS-	250.00	
401.001.001	ANIMAL CONTROL FEES-	250.00	
402.005.101	COURT RENT COLLECTIONS-	10,800.00	
402.012.011	FIRE DUES-	22,000.00	
402.018.001	LOT SALES-	1,500.00	
402.022.001	OCCUPATIONAL LICENSE-	2,000.00	
402.024.001	PARK PAVILLION-	1,000.00	
402.026.001	PLANNING COMMISSION FEES-	1,000.00	
402.010.001	FINES, FORFEITURES & COSTS	75,000.00	
402.011.001	FRANCHISE TAX	160,000.00	
GRANTS-			
402.014.001	GRANT- FIRE	1,000.00	
PERMITS-		•	
402.001.001	BUILDING PERMITS-	50,000.00	
402.008.001	ELECTRICAL PERMITS-	6,000.00	
402.012.001	GARAGE SALE PERMITS-	500.00	
402.012.001	MECHANICAL PERMITS-		
402.027.001		5,000.00	
	PLUMBING PERMITS-	7,000.00	
402.029.001	SECURITY BANKCARD CASHBAC	500.00	
402.015.001	SRO OFFICER REIMBURSEMENT	55,000.00	
402.003.001	STATE TURNBACK	50,000.00	
	General Revenues Totals	\$2,760,800.00	
	Revenue	\$2,760,800.00	
Frances	Gross Profit	\$2,760,800.00	
Expenses Activities Center			
501.012.001	BUILDING MAINT	1,000.00	
501.047.001	INSURANCE-BUILDING	750.00	
501.094.001	UTILITIES	2,850.00	
	Activities Center Totals	\$4,600.00	
Administrative Dept		e• (* s	
501.002.001	ALDERMAN MEETING EXPENSE	17,000.00	
501.007.001	APERS PAYMENTS	25,000.00	
		15,000.00	
501,008,001	ASSUCIATION DUES		
501.008.001 501.018.001	ASSOCIATION DUES COMPLITER MTN/REPAIR		
501.018.001	COMPUTER MTN/REPAIR	5,000.00	
501.018.001 501.024.001	COMPUTER MTN/REPAIR ELECTED OFFICIALS RETIREMENT	5,000.00 68,000.00	
501.018.001 501.024.001 504.002.001	COMPUTER MTN/REPAIR ELECTED OFFICIALS RETIREMENT ELECTION EXPENSE	5,000.00 68,000.00 10,000.00	
501.018.001 501.024.001 504.002.001 501.041.001	COMPUTER MTN/REPAIR ELECTED OFFICIALS RETIREMENT ELECTION EXPENSE HOLIDAY SALARY	5,000.00 68,000.00 10,000.00 150.00	
501.018.001 501.024.001 504.002.001 501.041.001 501.043.001	COMPUTER MTN/REPAIR ELECTED OFFICIALS RETIREMENT ELECTION EXPENSE HOLIDAY SALARY INSURANCE - MEDICAL	5,000.00 68,000.00 10,000.00 150.00 5,000.00	
501.018.001 501.024.001 504.002.001 501.041.001 501.043.001 501.044.001	COMPUTER MTN/REPAIR ELECTED OFFICIALS RETIREMENT ELECTION EXPENSE HOLIDAY SALARY INSURANCE - MEDICAL INSURANCE - UNEMPLOYMENT	5,000.00 68,000.00 10,000.00 150.00 5,000.00 1,500.00	
501.018.001 501.024.001 504.002.001 501.041.001 501.043.001 501.044.001 501.045.001	COMPUTER MTN/REPAIR ELECTED OFFICIALS RETIREMENT ELECTION EXPENSE HOLIDAY SALARY INSURANCE - MEDICAL INSURANCE - UNEMPLOYMENT INSURANCE - W/C	5,000.00 68,000.00 10,000.00 150.00 5,000.00 1,500.00 3,000.00	
501.018.001 501.024.001 504.002.001 501.041.001 501.043.001 501.045.001 899.001.012	COMPUTER MTN/REPAIR ELECTED OFFICIALS RETIREMENT ELECTION EXPENSE HOLIDAY SALARY INSURANCE - MEDICAL INSURANCE - UNEMPLOYMENT INSURANCE - W/C MAIN STREET GENTRY	5,000.00 68,000.00 10,000.00 150.00 5,000.00 1,500.00 3,000.00 40,000.00	
501.018.001 501.024.001 504.002.001 501.041.001 501.043.001 501.044.001 501.045.001	COMPUTER MTN/REPAIR ELECTED OFFICIALS RETIREMENT ELECTION EXPENSE HOLIDAY SALARY INSURANCE - MEDICAL INSURANCE - UNEMPLOYMENT INSURANCE - W/C	5,000.00 68,000.00 10,000.00 150.00 5,000.00 1,500.00 3,000.00	

General Fund 2022 GENERAL BUDGET

Account Numb	per	Annual Budget Jan 2022 Dec 2022	
Revenue & Expenditures			
Expenses			
Administrative Dept 501.072.001	DROFESSIONAL FEES/SERVICES	35 000 00	
	PROFESSIONAL FEES/SERVICES SALARIES	35,000.00	
501.082.001		150,000.00	
501.086.001	SUPPLIES	10,000.00	
501.033.012	TRANSFER BETWEEN FUNDS	77,750.00	
501.092.001	TRAVEL & MEETING EXPENSE	3,000.00	
501.094.001	UTILITIES	6,500.00	
	Administrative D	ept Totals \$487,900.00	
Building Inspection			
501.007.001	APERS PAYMENTS	9,000.00	
501.011.001	BLDG INSPECTION SALARIES	55,000.00	
501.041.001	HOLIDAY SALARY	150.00	
501.043.001	INSURANCE - MEDICAL	5,000.00	
501.0 44 .001	INSURANCE - UNEMPLOYMENT	250.00	
501.045.001	INSURANCE - W/C	250.00	
501.063.001	PAYROLL TAXES	5,000.00	
501.086.001	SUPPLIES	6,500.00	
501.092.001	TRAVEL & MEETING EXPENSE	250.00	
	Building Inspect	ion Totals \$81,400.00	
Court			
501.012.001	BUILDING MAINT	1,000.00	
501.020.001	COURT COSTS	47,000.00	
501.047.001	INSURANCE-BUILDING	2,000.00	
501.063.001	PAYROLL TAXES	3,000.00	
501.082.001	SALARIES	36,000.00	
501.094.001	UTILITIES	1,500.00	
	Co	urt Totals \$90,500.00	
Fire Dept			
501.008.001	ASSOCIATION DUES	1,000.00	
501.012.001	BUILDING MAINT	10,000.00	
501.222.001	COMPUTER EXPENSES	8,000.00	
501.025.001	EMS	90,000.00	
501.026.001	EQUIPMENT	8,000.00	
501.032.001	FIRE GEAR	8,500.00	
501.034.001	FIRE RUNS	35,000.00	
501.035.001	FUEL EXPENSE	13,000.00	
501.037.011	GRANT FIRE DEPT.	1,000.00	
501.038.001	HAZMAT-INTERLOCAL	1,500.00	
501.039.001	HOLIDAY PAY	4,000.00	
501.041.001	HOLIDAY SALARY	1,500.00	
501.043.001	INSURANCE - MEDICAL	10,000.00	
501.044.001	INSURANCE - UNEMPLOYMENT	3,000.00	
501.045.001	INSURANCE - W/C	8,500.00	
501.047.001	INSURANCE-BUILDING	8,000.00	
501.048.001	INSURANCE-VEHICLE	15,000.00	
501.060.001	NEW HIRE	500.00	
501.063.001	PAYROLL TAXES	15,500.00	
501.076.001	RADIO PURCHASE & REPAIR	10,000.00	
		or the second se	
501.007.001	RETIREMENT	14,000.00	
501.082.001	SALARIES	192,500.00	

General Fund 2022 GENERAL BUDGET

Account Numb	er	Annual Budget Jan 2022 Dec 2022	
Revenue & Expenditures			
Expenses			
Fire Dept	CCDAC DDEATHYNG ADDADATHG	45 000 00	
501.083.001	SCBAS BREATHING APPARATUS	15,000.00	
501.086.001	SUPPLIES	8,500.00	
501.090.001	TRAINING	2,000.00	
501.093.001	UNIFORMS	1,500.00	
501.094.001	UTILITIES	22,000.00	
501.096.001	VEHICLE MAINTENANCE	20,000.00	
	Fire Dept Totals	\$527,500.00	
Park Dept			
501.007.001	APERS PAYMENTS	6,000.00	
501.035.001	FUEL EXPENSE	5,000.00	
GRANTS-			
501.036.022	GRANT - PARK	123,000.00	
501.041.001	HOLIDAY SALARY	150.00	
501.043.001	INSURANCE - MEDICAL	5,000.00	
501.044.001	INSURANCE - UNEMPLOYMENT	500.00	
501.045.001	INSURANCE - W/C	1,000.00	
501.047.001	INSURANCE-BUILDING	6,000.00	
501.053.002	OPERATING AND MAINTENANCE	10,000.00	
501.180.001	PARK MASTER PLAN	200,000.00	
501.063.001	PAYROLL TAXES	3,000.00	
501.082.001	SALARIES	37,000.00	
501.094.001	UTILITIES	8,000.00	
	Park Dept Totals	\$404,650.00	
Planning Commission			
501.063.001	PAYROLL TAXES	2,000.00	
501.082.001	SALARIES	27,000.00	
	Planning Commission Totals	\$29,000.00	
Police Dept			
501.003.001	ANIMAL CONTROL - CARE	3,000.00	
501.007.001	APERS PAYMENTS	7,000.00	
501.008.001	ASSOCIATION DUES	250.00	
501.012.001	BUILDING MAINT	5,000.00	
501.222.001	COMPUTER EXPENSES	14,000.00	
501.035.001	FUEL EXPENSE	35,000.00	
GRANTS-		,	
501.003.034	GRANT- ANIMAL CONTROL	12,000.00	
501.039.001	HOLIDAY PAY	25,000.00	
501.041.001	HOLIDAY SALARY	3,000.00	
501.041.001		1000	
	INSURANCE - MEDICAL	55,000.00	
501.044.001	INSURANCE - UNEMPLOYMENT	6,000.00	
501.045.001	INSURANCE - W/C	11,000.00	
501.047.001	INSURANCE-BUILDING	4,000.00	
501.048.001	INSURANCE-VEHICLE	8,000.00	
504.008.001	LEADS ONLINE	2,000.00	
501.060.001	NEW HIRE	500.00	
	PAYROLL TAXES	60,000.00	
501.063.001	TATROLL TALES	2	
501.063.001 501.076.001	RADIO PURCHASE & REPAIR	7,500.00	

General Fund 2022 GENERAL BUDGET

Account Numb	per	Annual Budget Jan 2022 Dec 2022
Revenue & Expenditures		
Expenses		
Police Dept		
501.082.001	SALARIES	655,000.00
501.086.001	SUPPLIES	20,000.00
501.090.001	TRAINING	4,000.00
501.093.001	UNIFORMS	6,000.00
501.094.001	UTILITIES	22,000.00
501.096.001	VEHICLE MAINTENANCE	25,000.00
	Police Dept Totals	\$1,135,250.00
	Expenses	\$2,760,800.00
	Revenue Less Expenditures	\$0.00
	Net Change in Fund Balance	\$0.00
Fund Balances		
ht film at employ of face for a promote that a stocking of the New York Comment Common Comment.	Beginning Fund Balance	0.00
	Net Change in Fund Balance	0.00
	Ending Fund Balance	0.00
	Report Totals	\$8,282,400.00
	Records included in total = 151	

Report Options
Fund: General Fund

Period: 1/1/2022 to 1/31/2022 Detail Level: Level 2 Accounts Display Account Categories: No

Display Subtotals: No

Revenue Reporting Method: Actual - Budget Expense Reporting Method: Budget - Actual

Budget: General Fund Master

Highway Improvement Fund 2022 BUDGET

Account	Numb	er		Annual Budget Jan 2022 Dec 2022
Revenue & Expen	ditu	res		
Revenue				
401.102.0	001	BEGINNING BALANCE		10,000.00
402.010.0	001	FINES, FORFEITURES & COSTS		3,000.00
			Revenue	\$13,000.00
			Gross Profit	\$13,000.00
Expenses				
501.042.0	001	IMPROVEMENTS		13,000.00
			Expenses	\$13,000.00
Fund Balances				
		Beginning Fund Balance		0.00
		Net Change in Fund Balance		0.00
		Ending Fund Balance		0.00

Library Fund 2022 BUDGET

			Annual Budget
Account Num	her		Jan 2022 Dec 2022
			Dec 2022
Revenue & Expendit	ures		
Revenue			
401.102.001	BEGINNING BALANCE		13,000.00
402.002.001	CITY SALES TAX		100,000.00
403.002.102	COMMUNITY ROOM RENTAL		500.00
498.000.102	DONATION - LIBRARY		6,000.00
403.005.102	LIBRARY REVENUES		1,000.00
499.014.001	TRANSFER BETWEEN FUNDS		77,750.00
		Revenue	\$198,250.00
		Gross Profit	\$198,250.00
Expenses			
501.007.001	APERS PAYMENTS		14,500.00
501.012.001	BUILDING MAINT		12,000.00
501.222.001	COMPUTER EXPENSES		9,000.00
700.008.102	DONATIONS - PURCHASES		19,000.00
501.026.001	EQUIPMENT		4,500.00
501.041.001	HOLIDAY SALARY		450.00
501.043.001	INSURANCE - MEDICAL		5,000.00
501.044.001	INSURANCE - UNEMPLOYMENT		1,500.00
501.045.001	INSURANCE - W/C		300.00
501.047.001	INSURANCE-BUILDING		7,500.00
700.025.102	JBU WORK/STUDY		1,000.00
501.057.001	MISCELLANEOUS EXPENSE		500.00
501.060.001	NEW HIRE		500.00
501.063.001	PAYROLL TAXES		7,000.00
501.082.001	SALARIES		88,000.00
700.020.102	SUBSCRIPTIONS		800.00
501.086.001	SUPPLIES		6,000.00
501.092.001	TRAVEL & MEETING EXPENSE		500.00
501.094.001	UTILITIES		20,200.00
		Expenses	\$198,250.00
and pales es a			
Fund Balances	Designing Fund Deleger		0.00
	Beginning Fund Balance		0.00
	Net Change in Fund Balance		0.00
	Ending Fund Balance		0.00

Park 2022 BUDGET

				Annual Budget
A	ccount Numb	er		Jan 2022 Dec 2022
Revenue & I	Expenditu	res		
Revenue				
4	02.002.001	CITY SALES TAX		293,000.00
			Revenue	\$293,000.00
			Gross Profit	\$293,000.00
Expenses	;			
5	01.180.001	PARK MASTER PLAN		293,000.00
			Expenses	\$293,000.00
Fund Balanc	es			
		Beginning Fund Balance		0.00
		Net Change in Fund Balance		0.00
		Ending Fund Balance		0.00

Sewer 2022 BUDGET

		Annual Budget
Account Nu		Jan 2022
ACCOUNT NU	illiber	Dec 2022
evenue & Expendi	tures	
Revenue		
4011	BEGINNING BALANCE	70,000.00
4002	SEWER COLLECTIONS	435,000.00
	Revenue	\$505,000.00
	Gross Profit	\$505,000.00
Expenses		
5006	APERS PAYMENTS	18,000.00
7011	CAPITAL IMPROVEMENTS	192,000.00
5220	CHEMICALS	9,000.00
5003	CONTRACT LABOR	1,000.00
7020	EQUIPMENT	50,000.00
5100	FUEL & OIL	4,000.00
5013	HOLIDAY SALARY	300.00
5150	INSURANCE - BUILDING	3,000.00
5151	INSURANCE - MEDICAL	10,000.00
5007	INSURANCE - UNEMPLOYMENT	1,000.00
5152	INSURANCE - VEHICLE	2,000.00
6005	INSURANCE - W/C	3,000.00
5200	LABORATORY TESTS	12,000.00
7140	MANHOLE RPLCMNT	7,000.00
5090	MATERIALS & SUPPLIES	30,000.00
5014	PAYROLL TAXES	10,000.00
5160	PROFESSIONAL FEES	10,000.00
7110	SAFETY EQUIPMENT	1,000.00
5000	SALARIES	110,000.00
5140	SCHOOLS & TRAINING	500.00
5270	SLUDGE HAUL	20,000.00
5120	UNIFORMS	1,000.00
5055	UTILITIES	9,000.00
5113	VEHICLE MAINTENANCE	1,000.00
	Expenses	\$504,800.00
	Revenue Less Expenditures	\$200.00
	Net Change in Fund Balance	\$200.00
und Balances		
	Beginning Fund Balance	0.00
	Net Change in Fund Balance	200.00
		200.00

Solid Waste Fund 2022 BUDGET

1			Ammunal Durdensk
			Annual Budget Jan 2022
Account Num	ber		Dec 2022
Revenue & Expendit	ıres		
Revenue			
499.001.055	WATER & SEWER PAYMENTS		14,000.00
		Revenue	\$14,000.00
		Gross Profit	\$14,000.00
Expenses			
755.001.055	ANIMAL WASTE EXPENSES		1,000.00
501.053.002	OPERATING AND MAINTENANCE		6,000.00
755.003.055	SOLID WASTE MANAGEMENT		7,000.00
		Expenses	\$14,000.00
Fund Balances			
	Beginning Fund Balance		0.00
	Net Change in Fund Balance		0.00
	Ending Fund Balance		0.00

Street & Alley Fund 2022 BUDGET

			Annual Budget	
Account Numb	ner .		Jan 2022 Dec 2022	
			Dec 2022	
Revenue & Expenditu	res			
Revenue				
401.102.001	BEGINNING BALANCE		230,000.00	
402.002.001	CITY SALES TAX		490,000.00	
402.004.001	COUNTY TURNBACK		60,000.00	
GRANTS-				
492.009.031	GRANT - TAP		39,000.00	
402.003.001	STATE TURNBACK		285,000.00	
		Revenue	\$1,104,000.00	
		Gross Profit	\$1,104,000.00	
Expenses				
501.002.001	ALDERMAN MEETING EXPENSE		8,500.00	
501.007.001	APERS PAYMENTS		30,000.00	
760.027.010	CAPITAL IMPROVEMENTS		228,000.00	
501.035.001	FUEL EXPENSE		14,000.00	
GRANTS-			●	
501.002.034	GRANT TAP		84,000.00	
501.001.024	GRANT-STREET STATE AID		253,000.00	
501.041.001	HOLIDAY SALARY		750.00	
501.043.001	INSURANCE - MEDICAL		22,000.00	
501.044.001	INSURANCE - UNEMPLOYMENT		4,000.00	
501.045.001	INSURANCE - W/C		8,500.00	
501.048.001	INSURANCE-VEHICLE		5,000.00	
501.060.001	NEW HIRE		500.00	
501.053.002	OPERATING AND MAINTENANCE		178,550.00	
501.063.001	PAYROLL TAXES		18,000.00	
501.072.001	PROFESSIONAL FEES/SERVICES		6,000.00	
501.081.001	SAFETY EQUIPMENT		1,200.00	
501.082.001	SALARIES		204,000.00	
501.084.001	SCHOOLS & TRAINING		500.00	
501.093.001	UNIFORMS		2,500.00	
501.094.001	UTILITIES		35,000.00	
		Expenses	\$1,104,000.00	
Fund Balances				
una balances	Beginning Fund Balance		0.00	
	Net Change in Fund Balance		0.00	
	Ending Fund Balance		0.00	

Water Fund **2022 BUDGET**

Account N	umber		Annual Budget Jan 2022 Dec 2022	
Revenue & Expend	itures			
Revenue				
4000	WATER/TRASH-		5,200,000.00	
1000	WATER	Revenue -	\$5,200,000.00	
		Gross Profit	\$5,200,000.00	
Evnoncos		0.055.10116	45/200/000100	
Expenses 5300	ACT 903 FED CLEAN		15 000 00	
5163	economical de la contra del la cont		15,000.00	
5006	ALDERMAN MEETING EXPENSE		8,500.00	
	APERS PAYMENTS		76,000.00	
5080	ASSOCIATION DUES		5,000.00	
5161	AUDITING SERVICES		17,000.00	
5127	BOND PAYMENTS		236,000.00	
5112	BUILDING MAINT		15,000.00	
7040	COMPUTER EXPENSES		12,000.00	
5003	CONTRACT LABOR		15,000.00	
7020	EQUIPMENT		50,000.00	
5125	FIRE SINKING FUND		20,000.00	
5100	FUEL & OIL		30,000.00	
5013	HOLIDAY SALARY		2,000.00	
5150	INSURANCE - BUILDING		16,000.00	
5151	INSURANCE - MEDICAL		51,000.00	
5007	INSURANCE - UNEMPLOYMENT		7,000.00	
5152	INSURANCE - VEHICLE	190	12,000.00	
6005	INSURANCE - W/C		13,000.00	
5090	MATERIALS & SUPPLIES		212,450.00	
5015	NEW HIRE		1,000.00	
5030	OFFICE SUPPLIES		6,000.00	
5014	PAYROLL TAXES		38,000.00	
5040	POSTAGE EXPENSE		35,000.00	
5160	PROFESSIONAL FEES		25,000.00	
7110	SAFETY EQUIPMENT		2,500.00	
5000	SALARIES		475,000.00	
5170	SALES TAX PAID		180,000.00	
5190	SANITATION PAYMENTS		375,000.00	
5140	SCHOOLS & TRAINING		2,000.00	
5126	SOLID WASTE MANAGEMENT		13,000.00	
5120	UNIFORMS			
5055			3,000.00	
5113	UTILITIES		47,500.00	
	VEHICLE MAINTENANCE		12,000.00	*
5210	WATER PURCHASED		2,850,050.00	
5137	WTR. TOWER BOND PAYMENT	_	322,000.00	
		Expenses	\$5,200,000.00	
Fund Balances				
	Beginning Fund Balance		0.00	
	Net Change in Fund Balance		0.00	
	Ending Fund Balance		0.00	

0

CITY OF GENTRY, ARKANSAS

AN ORDINANCE ACCEPTING THE FINAL PLAT OF RUSTIC FLATS SUBDIVISION, GENTRY, ARKANSAS; AND FOR OTHER PURPOSES.

WHEREAS, the Final Plat of Rustic Flats Subdivision, Gentry, Benton County, Arkansas, has been submitted to the Gentry Planning Commission for consideration, and the Planning Commission has recommended approval of the Final Plat, in accordance with the provisions of the City of Gentry's Municipal Code;

WHEREAS, the Final Plat is attached hereto as Exhibit "A", and incorporated herein by reference as if set forth word for word.

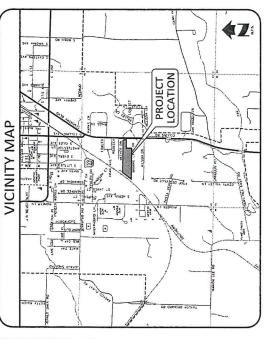
NOW THEREFORE, be it Ordained by the City Council for the City of Gentry, Arkansas:

Section 1: The Final Plat of Rustic Flats Subdivision, Gentry, Benton County, Arkansas, as shown on the Plat attached hereto as Exhibit "A", and incorporated herein by reference as if set forth word for word, should be and is hereby accepted and approved.

Section 2: The Mayor and Director of Finance are hereby authorized and directed to evidence the acceptance of said Plat by certifying said acceptance on the approved Plat or by attaching a copy of this Ordinance to the Plat for recording.

PASSED and APPROVED in regular session this 6th day of December 2021.

Attest:	



(A Single-Family Development)

(Lots 1-32)

PART OF THE NW1/4 OF SECTION 10, T-18-N, R-33-W

GENTRY, BENTON COUNTY, ARKANSAS

RUSTIC FLATS SUBDIVISION

CERTIFICATE OF OWNER:

As Owner, we hereby Certify that we have caused the land to be surveyed, divided, platted, and access rights reserved as gresented to this plat and attachments.



County of AGNTON State Of Arkansas

Sworn And Subscribed Before Me This Day 7 Of

BR NacinBC

My Commission Expires:

Approved And Recommended For Acceptance By The City of Gentry

_ Day of

Gentry City Counc Ale Cut

Mite AAls Rick Cry FT Print Name

Print Name

Vester Cripps

Basis of Bearing—Grid North, Arkansas State Plane Coordinate System, North Zone (301),
derived from RTR GMSS state base and DeUP Processes Solution, having published values
of Latifude 3G1512.20" North, Longitude 94-292.25" West, Convergence angle of
-1'26.55" and a Scale factor of 1,000049187 (Grid to Ground).

- Vertical Datum NAVD 88 (GEOID 12B). Orthometric Heights derived from Static GNSS observations RTK measurements, and terrestrial observations based on OPUS processed solution having an orthometric height of 367.56 m / 1305.90 USFT
- Flood Zone Statement Based on Graphical review only of FGNA FiRM panel (0215) of Benton County, Arkansas and Incorporated areas effective date Spermber 28, 2007, the Benton Founty, Arkansas and Incorporated a ress determined to be outside the 0.2% annual chance.
- One-half Inch rebar pins with 1834 cap exist at all lot corners unless noted otherwise.
- Possible Encroachment- there exists a farm structure (chicken coop) near the midpoint of the north line of the subject parcel.
- Right of Way The property currently has access to Highway 59 Right of Way on the East nortion of the Site.

- A Boundary Survey by Michael James PS 985, filed for record at Book 2015 Page 456 on October 19, 2015.
- Right of Way and Trock Map of the Kansas City Southern Failway from Station 11563+20 to 11774-40 being labeled as Siver No SA-1 and dated Line 30, 1594. No being of the public record, attained from officials with the Kansas City Southern Railway via email.
- A Boundary Survey by Joe Johnson PS 412, filed for record at Book 10 Page 216 on July 22, 1386, Surveyor's Note: the southeast corner of said survey was held for alignment of North line of subject tract.
- Kay Lynette Subdivision by Harold Pranter PS 47, filed for record at Plat Book E Page 132 on
- A Replat of Lots 15 and 16 of Kay Lynette Subdivision by Michael James PS 985 filed for record at Plat Book P1 Page 011 on May 6, 1998.
 - Arkansas State Highway Commission Right of Way Map, Gentry, South. FAP Project STP BRN-0004(32), dated 05/2005 Station 418+35.97 to 258+08.54. AHTD job No. 090154.
- Final Plat of Country Estates Phase II filed for record at Plat Book 2005 Page 572.
- Surveyor's Note: the north line of said plat was held for a portion of the subject property's boundary line near the southwest corner of the subject tract.

		Rear	10,
R-1) Single-Family		Corner Back to Rear	15'
Zoning - Low Density Residential (R-1) Single-Family	Building Setbacks	Ext. Back to Side	25'
oning - Low Den		Int.	10,
Ž		Front Yard	25'

Zoning - Residential Office (R-0) Single-Family Attached	Building Setbacks	Ext. Back to Side Corner Back to Rear Rear	20' 15' 5'
ning - Residential	9	Int.	'n
Zo		Front Yard	25'

Arkansas being a part of Warranty Deed Document L201860572 and Joharranty Deed Document L201914898, being more particularly described as follows:

572, Jourh 88 3357" Vests a through a one-half inch (1/27) rebar at a destance of 193-90 bets and continuing for a storal distance of 33-31.7 (lettle to the easterly fight of Visy of the Kansa folly Southern Raiload; thence along and conforder with said fight of Visy along a curve to the Left having the following values: Radius of 77-68, 21 feet, an arc length of 473.23 feet, a chord length of 473.25 feet, and a chord bearing of North 40793-28. East to a five-eighths inch (1/36). Treats with Fo 1181 Capt there eastering from said Kansas City Southern Raiload Right of vay, South & 37-314" East along the South of Line of Kay tynetic Subdivision filled for record at Pille book E Page 132, through a one inch (17) pipe at a distance 552.21 feet for a total distance of 1,347.

Department PS 883; thence along the westerly Right of Way line of Arkansas State Highway 59, South 05'27'11" East a distance of 145.91 feet to a found two and one-half inch (2 1/2") aluminum monument stamped Arkansas Highway Transportation Department PS 883; thence departing from said Right of Way, North 87'57'12" West a distance of 360.27 feet to a found

CERTIFICATE OF SURVEY ACCURACY:

L. Clayton D. Crotts, hereby, certify that this plat correctly represents a boundary survey made by me and boundary markers and oft corners shown hereon actually exist and their location, type and material and correctly shown and all minimum requirements of the Arkansas Minimum Standards for Land Surveyors have been met.

Date of Execution: November 15, 2021





Registered Land Surveyor State of Arkansas Registration No. 1834

OWNER / DEVELOPER RLP Developments LLC Bentonville, AR 72712 PO 80x 3207 Contact: Russ Plumly Telephone: (479)-530-2337

ENGINEER Morrison Shipley I Halff 2407 SW Cottonwood St. Bentonville, AR 72712 Contact: Paritik Foy Telephone: (479)-273-2209

SURVEYOR Morrison Shiploy I Halff 2407 SW Cottomwood St. Bentonwile, AR 72712 Contact: Clayton D. Crotts Telephone: (479)-273-2209

RUSTIC FLATS SUBDIVISION

MORRISON-SHIPLEY HALFF

Gentry, Arkansas

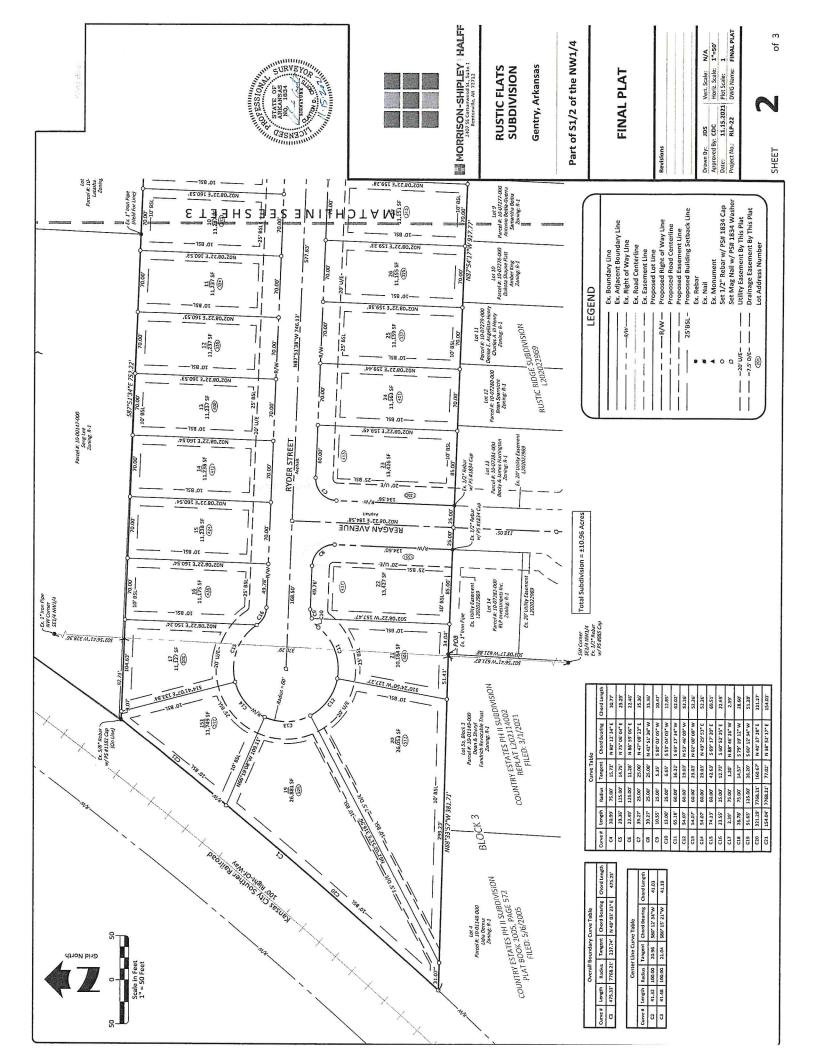
Part of S1/2 of the NW1/4

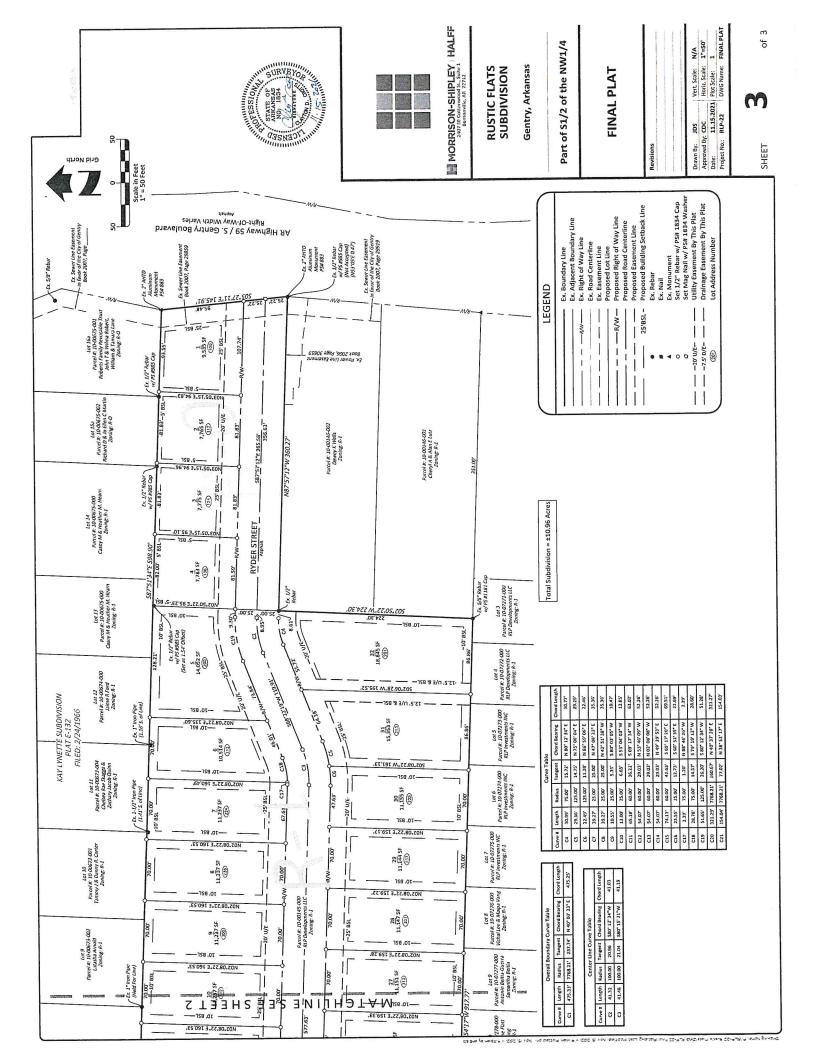
FINAL PLAT

Revisions

8			20,		FINAL PLA
Vert. Scale: Horiz. Scale: Plot Scale: DWG Name:	5.2021	N	1,=	н	FIN
	JDS CDC 11.15.2021 RLP-22	Vert. Scale:	Horiz, Scale:	Plot Scale:	DWG Name:

SHEET







MTA Engineers, Inc.

P.O. Box 23715 • Little Rock, AR 72221 Ph. 501.753.2526 • Fax 501.753.5747

812 Morris Avenue • Springdale, AR 72764 Ph. 479.756.0061 • Fax 479.756.9254

P.O. Box 17393 • Jonesboro, AR 7209 Ph. 870.530.8380 • Fax 870.972.0237

December 2, 2021

Morrison-Shipley- HALFF Engineers, Inc. 2407 SE Cottonwood, Suite 1 Bentonville, AR 72712

Attn: Patrick Foy, PE

RE: Retaining Wall Observation and Certification

Rustic Flats Subdivision

Patrick,

Representatives of MTA Engineers, Inc., were onsite for evaluations of the densities and proper Geogrid placement for the retaining wall. The wall was constructed with the approved materials required and in substantial conformance with the plans and specifications.

If there are any questions or concerns, please let us know. Sincerely,

12-2-21

Art Scott, PE. Project Manager

C: Russell Plumley, RLP Investments

RESOLUTION NO_____

CITY OF GENTRY, ARKANSAS

AN RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR SOLID WASTE COLLECTION SERVICES; DECLARING AN EMERGENCY

WHEREAS, the City of Gentry provides contracted services to its citizens for the collection, recycling, transfer and disposal of solid waste (the "Waste Services"); and

WHEREAS, for the past five years, the City has contracted with Allied Services, LLC, doing business as Republic Services of Bella Vista ("Republic"), to provide Waste Services within the City of Gentry, Arkansas, pursuant to an exclusive franchise agreement (the "Contract");

WHEREAS, the Council City desires to extend the Contract, on the same terms, for an additional five-year period.

NOW THEREFORE, be it resolved by the City Council for the City of Gentry, Arkansas:

- 1. The Mayor and Director of Finance are hereby authorized to enter into a five-year extension of the existing contract with Republic, in accordance with the terms and conditions set forth in the Contract attached hereto as Exhibit "A" and incorporated herein.
- 2. The rates charged for residential and commercial Waste Services to the customers shall be as set forth in the Contract, which rates are incorporated herein by reference and are hereby adopted by and through this Ordinance, all effective the same date as the effective date of the Contract. Said rates shall increase 3% per year pursuant to the terms of the Contract.

PASSED and APPROVED this 6th day of December, 2021.

Attest:	Kevin D. Johnston, Mayor
Tonya Carney, Director of Finance	

Kevin Johnston

From:

Fagan, Jennifer < JFagan2@republicservices.com>

Sent:

Thursday, November 11, 2021 3:33 PM

To:

Kevin Johnston

Subject:

Extension

Republic would like to extend the current contract for an additional five year term effective January 1, 2022. The terms, services and conditions will remain the same as they currently are. Each year on January 1, the annual increase of 3% would be added to the existing rates.

Thank you for your partnership and we look forward to providing you with excellent service!

Jennifer Fagan Municipal Manager Republic Services

C: 417-499-3739

E: jfagan2@republicservices.com

Exhibit A

CITY OF GENTRY, ARKANSAS SOLID WASTE FRANCHISE AGREEMENT

Effective January 1, 2017

CITY OF GENTRY, ARKANSAS

Agreement for the Collection and Transfer of Residential & Commercial Solid Waste & Recyclable Materials

THIS AGREEMENT, made and entered into effective the 1st day of January, 2017, by and between the City of Gentry, Arkansas ("the City") and Allied Services, LLC, d/b/a Republic Services of Bella Vista ("the Contractor").

WITNESSETH,

That the City and the Contractor, for the consideration and on the terms stated herein, do agree that the Contractor is granted the sole and exclusive right to collect, and to transfer for processing or disposal, all residential and commercial customers (but excluding industrial customers) solid waste within the geographic area described in this Agreement, and shall furnish all personnel, labor, equipment, trucks, and other items necessary, to provide such collection and transfer services as specified and to perform all work called for and described in the Agreement.

I. Definitions The Following definitions are applicable to this Agreement:

Cart: For purpose of this contract, a Cart will be a 95 gallon poly cart which will be provided by Contractor for each residential customer. Cart contents will be picked up weekly. The Cart will remain property of the Contractor.

City: The municipal corporation The City of Gentry and the geographic area within the City of Gentry corporate limits.

Contractor: A solid waste collection company whose services are provided through this legally binding Agreement with the City of Gentry for the purpose of collecting and transferring residential and commercial solid wastes.

Hazardous Wastes: Wastes, in any amount, which are defined, characterized, or designated as hazardous by the United States Environmental Protection Agency or appropriate State Agency by or pursuant to federal or state law, or wastes, in any amount, which are regulated under federal or state law. For purposes of this ordinance, the term Hazardous Wastes shall also include motor oil; combustible fluids and materials; liquid paint; automotive batteries; items containing freon; and waste tires. Contractor has the right to reject any Hazardous Wastes, and any other unacceptable waste provided by any residential or commercial customer. Title to Hazardous Wastes will not pass to Contractor.

Residential Unit: A dwelling within the corporate limits of the City of Gentry occupied by a person or a group of persons comprising not more than one family.

Gentry Water Utilities (GWU): The City of Gentry Water Department, charged with billing and collection of the solid waste collection and disposal fees charged to residents and commercial customers under this Agreement.

Solid Waste: Any trash, food, refuse, container, or other rubbish produced by a residential or non-residential establishment that can be collected and transported by a Contractor and accepted by a landfill that is duly licensed and approved and that meets all applicable local, state, and federal laws.

Bulky Waste: Includes common household appliances, furniture, mattresses, tools, large toys or parts thereof, Christmas trees, and all items that are too large to be placed in a container bin. Specifically excluded are items containing hazardous materials (i.e. refrigerators, batteries, etc.) and construction and demolition waste.

Yard Waste: Includes normal organic yard and garden refuse such as tree, shrub, and brush trimmings; grass and other plant cutting; dead plants; trees; leaves; etc.

Construction and demolition wastes: Construction and demolition debris such as building material, wire, lumber scrap, masonry scrap, drywall, roofing and similar materials.

Residential customer: For the purposes of this agreement, a residential customer is a residential water user inside the corporate limits of the City of Gentry. Residential water users are those customers who are on the Gentry Water system, metered separately, and whose water and waste-water generation is primarily domestic in nature. Multiple-family dwellings metered together or separately will be provided a poly cart for each family or at Contractor's option, an equivalent cubic yardage per family of dumpster space, but billed at the residential rate for each unit.

Small Commercial Customers: At the joint discretion of the commercial customer and the City, commercial water customers inside the City limits may be considered to be "residential customers." However, this service will be limited to those commercial customers generating no more than one (1) poly cart weekly.

Commercial Customers: A customer involved in business within the City and creating a volume of waste sufficient to require dumpster service, excluding customers situated within industrial zones of the City.

Collection Area: The area or space in which customers place materials for collection. Residential curbside collection areas must be located within two (2) feet of the roadway used by the collection vehicle to service the customer.

II. Scope of Agreement

Effective Date

This Agreement shall become effective on the day of execution. The Contractor shall begin services as set out by this Agreement on January 1, 2017, which shall be referred to herein as the *Implementation Date*.

Term

The Base term of the Agreement shall be for a period of five (5) years, beginning on the effective date. In addition to the base term, one supplemental term of five (5) years may be authorized by the Gentry City Council, together with any increased rates approved by the Council to address increased operational and/or tipping charges. In determining whether to extend such contract, the Council shall take into consideration the quality of service and stability of rates in the base period of service.

Exclusive Right

The City, as grantor, grants the Contractor, as grantee, the exclusive right during the term of this Agreement to collect, transfer and dispose of commercial solid waste materials and residential solid wastes from commercial and residential units located within the service area as defined in Service, Operations, and Performance, Section III. The City warrants that it has the authority to grant such an exclusive right as described in this Agreement and as delegated to it by A.C.A. 8-6-211.

So long as the Contractor is not in default of the performance requirements set forth herein, the City covenants that during the term of this Agreement it will not engage other individuals or companies, or become involved in the activity of collecting and transferring commercial solid wastes and residential solid wastes or any other similar activity that would impair the exclusive right of the Contractor as set forth in this Agreement. Firms engaged in collecting and transferring medical or hazardous wastes may be excluded from the terms of the Agreement.

Compliance with Applicable Laws

The parties to this Agreement agree that the laws of the State of Arkansas shall govern the validity, construction, interpretation, and effect of this Agreement. The Contractor shall conduct the collection and transfer services as provided for by this Agreement in compliance with all applicable federal, state, and local regulations and laws. This Agreement and the work to be done as described herein is also subject to the provisions of all pertinent municipal ordinances, which are hereby made a part hereof with the same force and effect as if specifically set out herein.

The Contractor, its successor in interest, officers, agents, or employees agree that they shall not violate any regulation or law directly related to the pollution of the

environment or the collection, transportation, or disposal of solid wastes, as defined by the Arkansas Department of Environmental Quality, the United States Environmental Protection Agency, the Benton County Regional Solid Waste Management District, or any other similar department or agency of the state or federal government.

The Contractor will remain current in payment of tipping fees and other disposal charges and will remain current in payment of all related solid waste fees, expenses, charges, permits, dues or related obligations.

Breach of Agreement

Upon failure of the Contractor to perform in a satisfactory manner under the terms of this Agreement or failure to perform in accordance with applicable laws and regulations, the City shall have the right to submit a written demand for assurances. Within thirty (30) days of receipt of this demand, the Contractor must either appear before the City Council or return a written response explaining the reasons for the non-performance, sub-standard performance, delayed performance, or non-compliance and explaining the steps that have been taken or will be taken to correct the problem. Except under conditions of force majeure, the City Council may then cancel the Contractor's license with the City and terminate the Agreement by majority vote.

Upon failure of City to perform under the terms of this Agreement, following thirty (30) days written demand to City to cure such breach, on City's failure to do so, Contractor may terminate this Agreement.

Force Majeure

Neither the Contractor nor the City shall be liable for the failure to perform their duties, nor for any resultant damage, loss, etc., if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, act of God or other similar contingency beyond the reasonable control of the Contractor or the City. If such circumstances persist for more than seven (7) days or if after their cessation either party is unable to render full or substantial performance for a period of seven (7) days, written notice may be given to the other party seven (7) days in advance, and the Agreement may be cancelled.

Assignment of Agreement

No assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld, delayed or modified. No consent is required for transfer to an affiliated company or in connection with the sale of Contractor's business.

Waivers

A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or an acceptance of defective performance.

Where the condition to be waived is a material part of the Agreement such that its waiver would affect the essential bargain of the parties, the waiver must be supported by consideration and take the form of a written modification of this Agreement, made as provided for elsewhere in this agreement.

Provisions Found To Be Invalid

If any provision of this Agreement is held to be unenforceable for any reason by a court of competent jurisdiction, such holding shall not affect the remaining parts of this Agreement, which shall remain in full force and effect.

Binding Effect

The provisions, covenants, and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.

Amendment of the Agreement

No modification or amendment of this Agreement shall be effective unless it is in writing, approved by the governing bodies, of both parties, and signed by the authorized representatives of the City and the Contractor. A signed original is to be fastened to the original Agreement, with signed copies retained by the parties. Consent to amendment or modification shall not be unreasonably withheld by either party.

Merger Clause: Previous Agreements Superceded

This Agreement constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understanding, whether oral or written, are to be without effect in the construction of any provision or term of this Agreement if they alter, vary, or contradict this Agreement.

III. General Services, Operations and Performance

Area to be Served

All residences, and those businesses that qualify as commercial customers, located within the current and future annexed corporate limits of the City of Gentry are included in the area to be served. In addition, the Contractor will be given the option at Contractor's discretion to serve those customers currently being served outside the city limits.

Routes and Schedules for Collections

The Contractor shall provide the City with maps and schedules of collection routes and keep such information current at all times. In the event of changes in the routes or schedules that will alter the day of pickup, the Contractor shall promptly notify each customer affected within five (5) business days. Any changes in routes and/or schedules are subject to the City's approval, which will not be withheld unreasonably. The Contractor shall plan all routes on public or private right-of-ways other than alleys. If the Contractor proposes to perform collection in alley, the Contractor must first obtain written permission from the City.

Missed Collections

In the event that a regularly scheduled collection is missed and a complaint received by either the City or the Contractor, and where no fault is found on the customer's part, a special collection of the solid wastes will be required by the Contractor within two business days. The Contractor will check with the City before leaving town on a daily basis, to address any complaints or missed pick ups received by the City.

Holidays

Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day and New Years Day may be observed as non-collection holidays by the Contractor. If any of these days fall on a normal collection day, collection and transfer services will be provided by the Contractor on the following day; or the Contractor shall publish prominent public notice to all affected customers of the revised schedule for the week. Contractor will provide such additional collection service following Christmas Day as may be required to collect the additional trash generated by that holiday.

The suspension of collection service on any holiday in no way relieves the Contractor of the obligation to provide collection and transfer services once per week for each customer. Extending the hours of service to meet this obligation is subject to the City's approval.

Inclement Weather

During periods of inclement weather, primarily snow and ice, Republic may need to delay or suspend collection for the safety of the public and the Company's employees. The operations team will evaluate each situation as it arises and make a unified decision to suspend or delay collection for the entire City depending on the condition. If this occurs, collection days will be moved back in accordance to the suspension. Normally if one day is missed, services will be one day behind. If two or more days are missed, regular service will resume once it is safe. Those missed due to weather will be serviced their next service day taking all waste.

Complaints

The Contractor shall receive, document, copy to the Office of the Mayor, and respond to all complaints regarding services provided under this Agreement. Any complaints received by the Office of the Mayor shall be directed to the Contractor the next work day. Should a complaint remain unresolved for ten (10) business days, it will be referred to the City Council's Committee for recommended resolution. The City Council shall have the right to demand an explanation or resolution to its satisfaction.

Contractor's Equipment

The Contractor shall begin service under this Agreement with good serviceable collection vehicles. The Contractor shall maintain a detailed written inventory of vehicles and equipment in service and shall provide updated copies of same to the City upon the City's request.

All trucks and other equipment shall be kept in proper and safe repair and in sanitary condition. All trucks shall be properly tagged and insurance certificates and other state mandated documentation shall be kept on board at all times. Each truck shall bear, as a minimum, evidence of licensure from the Benton County Solid Waste Management District, and the name and telephone number of the Contractor plainly visible. All containers and equipment shall bear the name and telephone number of the Contractor, and information shall be as visible to the public as reasonably possible.

Each truck shall be equipped with at least one broom and shovel and absorbent material which the Contractor's agents can use to clean up solid waste that may be spilled or otherwise scattered during the collection process. All vehicles shall be sufficiently secure so as to prevent any littering of solid waste and/or leakage of liquid. No vehicles shall be willfully overloaded. In addition, each truck shall be equipped with a flare, fire extinguisher, first-aid kit, and a list of emergency telephone numbers. Failure to maintain equipment may be considered a breach of this agreement.

Disposal Site

All solid wastes collected pursuant to this Agreement shall be transferred by the Contractor either directly, or via a state or federal permitted transfer station, to a licensed Subtitle D landfill operation.

Customer Rates

The Customer rates submitted on the bid submittal form are to show a single fee for both collection and disposal of materials. Collection Fees are based upon the accepted bid amounts as shown on the accepted Bid Sheet, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference. During the term of this agreement, the cost of disposal may change. Accordingly, and to protect the Contractor from absorbing increases in the cost of disposal, proportional adjustments to the customer rates may be authorized by the City to reflect actual changes in the cost of disposal. Satisfactory evidence of such increase must be presented to the City no less than ten (10) days prior to City Council consideration of a rate increase. Such evidence will include billing statements from the disposal facility showing disposal costs at contract inception, together with further statements, invoices or other evidence satisfactory to the City documenting the increased cost. Any such proportional adjustments must be first presented to and approved by the City Council before any adjustment will be made to this contract (other than the Rate Changes authorized in Section VIII below).

Personnel

The Contractor shall require all employees to be courteous at all times, to work quietly and not use loud or profane language. Each employee shall wear a company uniform clearly labeled with the name of the company and employee. Clothing will be as neat and clean as circumstances permit. Employees shall wear shirts while on duty.

Each employee assigned to drive a vehicle shall, at all times, carry a valid commercial driver's license for the type of vehicle he or she is operating. The Contractor shall make available to the City, copies of substance abuse and safety policy documents and shall provide evidence of training for risk management, substance abuse and general safety.

Mandatory Service, Trash Accounts and Billing Procedures

Municipal Billing By city ordinance, trash service in the City of Gentry is considered a part of the City's provision of basic utility services and is mandatory for all residences and businesses. Trash customers with city utility accounts shall have monthly trash service charges added to municipal bills along with other existing city services. Trash Customers without city utility accounts must contact the City Utility billing department, on their own, about establishing service. Billing by the Gentry Water Department shall be subject to collection policies established by the Gentry Water Department from time to time regarding non-payment and late payment of bills.

Contractor Billing The monthly price payable to Contractor for collection and disposal, including fees assessed by the State of Arkansas and the Benton County Solid Waste Board, subject to a deduction of fifty cents (\$0.50) per customer per month retained by the Gentry Water Department for billing and collection services, and which will be based on actual sums collected from City of Gentry utility customers.

Information Sharing The Contractor and City shall exchange and update a monthly status of account records that will list active customer accounts, new accounts, closed accounts and changes in service levels. If dumpster size, or number of pickups per week, per dumpster changes, the Contractor or the City (whoever is notified by customer) shall notify immediately by fax or email, the other party, for billing or route pickup purposes. The City shall have the right to inspect by itself or through an auditor, pertinent Contractor records related to customer accounts and the collection of any service fees, subject to reasonable notice and reasonable limitations on both the scope and frequency of any such audit.

Revenue Distribution At the close of each month and on the basis of the information sharing set forth above, The City of Gentry shall pay the Contractor all money collected for collection services, less the 50 cents per active water account billed per month retained by City for its billing and collection services.

New Accounts Trash customers shall apply for service at the Gentry City Hall. The Contractor shall assist new customer applicants when necessary by phone or by scheduling an appointment to review services and rates in person. The City, working with the Contractor, shall be responsible to provide educational brochures setting forth the City's policies, rules of service and rates. Such brochures shall be distributed by the Gentry Water Department as new customers establish accounts.

Notice

A letter properly addressed and sent by first class mail, certified mail, or registered mail to either party at the address provided below shall constitute sufficient notice whenever written notice is required for any purpose of this Agreement. Notice is deemed to have been sent when received at the appropriate address.

Address for notices to City:

Address for notice to Contractor:

City of Gentry Office of the Mayor 101 W. Main Street Gentry, AR. 72734

Republic Services of Bella Vista, AR 36 Bella Vista Way Bella Vista, AR 72714

IV. Residential and Commercial Services, Operations, and Performance

Solid Waste Services

Base Fee Service The Contractor shall provide solid waste collection and transfer services for all residential and commercial customers located within the service areas of this Agreement a minimum one (1) time per week, at the rates shown on Exhibit "A" attached hereto and incorporated herein by reference.

1. Additional Services to City. The Contractor will provide additional dumpsters for City use at no additional cost to City, as follows: City Hall – 4 yd; City Park – 4 yd and 2 yd; Ball Fields – 2 yd; Public Works – 4 yd; Fire Dept. – 2 yd.; Cemetery – 2 yd; Police Dept. 2 yd; Court Building – 2 yd; Library – 2 yd; and a "Floater" 8 yd Dumpster to be placed at the City's discretion from time to time.

Additional Collections

Bulky Waste Pickup The Contractor shall provide curbside bulk waste pickup for 1 bulky item per customer each week. Bagged yard waste pickup shall occur for all customers situated within the City Limits, two times per year.

Annual Clean up. Contractor shall make provision for City wide clean up to two (2) times per year, by providing sufficient roll off containers at the location(s) designated by City for such cleanup. Contractor will provide up to two 30 yard containers hauled one time for each clean up at no charge to the City. The City will pay for any additional containers at the bid rate.

No additional charges shall be imposed upon either the customers or the City for the Additional Collections specified in this section.

Disabled Persons

In accordance with the Americans with Disabilities Act and exceptional customer need, the Contractor will make reasonable accommodations for collecting the trash of customers with disabilities. Such persons shall be provided house to curb service at the rate for curbside service. The City of Gentry and the Contractor shall be responsible for making determinations regarding such reasonable accommodations and shall implement procedures deemed appropriate for qualifying persons for such services. Any persons denied such service shall have the right of appeal to the Gentry Planning Commission in its capacity as an Appeals Board.

Hours of Collection for Residential and Commercial Services

Normal hours of collection are to be from 5 a.m. to 6 p.m. on the City-approved collection day(s) of each week. Exceptions may be made only when the Contractor has reasonably determined that an exception is necessary to complete collection and transfer of an existing route due to unusual circumstances or upon the mutual agreement of the City and the Contractor. In either case the City will be notified.

V. Nondiscrimination

Neither the Contractor nor any person(s) acting on the Contractor's behalf shall discriminate against any person because of race, sex, age, creed,, color, religion, national origin, or disability.

VI. Insurance and Bonds

Insurance The Contractor shall maintain in full force and effect throughout the term of this Agreement, and provide proof thereof, the following types of insurance in at least the limits specified below:

Coverage

Minimum Limits of Liability

Workers' Compensation

Statutory

Commercial General Liability \$1,000,000 combined single limit

All insurance shall be by insurers reasonably acceptable to the City and authorized to do business in the State of Arkansas. Prior to the commencement of work, the Contractor shall furnish the City with certificates of insurance reflecting that such insurance has been procured and is in force. Said policies shall not thereafter be canceled, without thirty (30) days advance written notice to the City. The City shall be listed on policies as an "Additional Insured", except for Workers' Compensation Insurance.

Performance Bond Within thirty (30) days from the date this Agreement is executed by the City, Contractor shall provide a performance bond in the amount of \$50,000.00 to secure its faithful performance under the terms and conditions of this Agreement. The bond will be renewable annually and non-terminable except upon thirty (30) days advance notice to the City by the bonding company. The content of the bond shall be subject to advance review and approval by the City Attorney.

VII. Permits, Licenses and Taxes

The Contractor shall obtain and assume the cost of all State, District, and City licenses and permits and promptly pay all taxes.

VIII. Basis and Methods of Payment

Service fees for Regular Weekly Collection and Transfer Services

The monthly fees charged to solid waste customers for regular weekly services are set forth previously. Such fees are composed of Collection Service and Disposal Fees. Supplemental charges retained by the City shall include billing service. The monthly fees charged for weekly solid waste services shall be added to each customer's water and sewer bill and the City shall be responsible for collecting the fees. City shall receive fifty cents (\$.50) monthly per active water account for providing billing and collection services.

Procedure for Contractor Compensation

Within ten (10) business days following the end of each month, City shall remit revenues collected for residential collection and disposal services to the Contractor. City shall retain and withhold from such monthly remittance, fifty cents (\$.50) per active water account billed as a billing service fee to compensate the City for billing services. Late payment of fees shall be remitted at the next regular monthly collection deadline, but collections from late payment penalties shall be retained by City. At the City's discretion, it may, from time to time remit funds to the contractor based upon monthly billings, withholding monies for any accounts that failed to pay in a subsequent month.

Unpaid Accounts

In the event a customer fails to make full payment of the water, sewer and sanitation bill in a timely fashion, City agrees to promptly take action to collect such overdue accounts, including termination of water, sewer, and solid waste collection services. Gentry Water Department will follow its customary practices for collection of unpaid bills, however, City will not be responsible to Contractor for such unpaid accounts. By separate agreement between City and Contractor from time to time, unpaid solid waste bills may be turned over to Contractor for direct collection. Following such turnover, City will not receive any of those collection proceeds.

Rate Changes

Rates set forth herein will be subject to a 3% annual increase, beginning January 1, 2018.

IX. Evaluations

The City of Gentry and the Contractor shall participate in evaluations of the services rendered and the terms of the Agreement on at least an annual basis. The evaluations shall address:

- (1) Customer Complaints: The Contractor shall maintain excellent customer relations. Customer complaints, as defined by the City Council, shall be documented by the Contractor throughout the Agreement period and shall be reported to the Office of the Mayor. City and the Contractor will work cooperatively to provide useful and necessary information to all customers.
- (2) Solid Waste Management Changes: The Contractor shall work closely with the City of Gentry and Benton County Solid Waste Management District in adapting services, procedures, routes, etc. to the solid waste management efforts of the City, the County, and the District. Any solid waste management changes which require an amendment to this Agreement shall be mutually

agreed upon by the City and the Contractor.

Affix our signatures and seals as of this 55	uties, by our duly authorized agents, heretday of
2016.	
City of Gentry, Arkansas	Contractor: Allied Services, LLC
By:	By: Glest Town
KEVNYOHNSTON, MAYOR	(Signature)
ATTEST:	
Tonya Cambey, Director of Finance	
(seal)	

RESOLUTION NO).
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CITY OF GENTRY, ARKANSAS

RESOLUTION AUTHORIZING THE CITY OF GENTRY, ARKANSAS TO ENTER INTO AGREEMENTS FOR ADDITIONAL STREET LIGHTS WITHIN THE CITY.

WHEREAS, the City Council of the City of Gentry, Arkansas has determined that it is in the best interest of the citizens of the City to enter into agreements for the installation and maintenance of certain additional street lights within the City of Gentry, Arkansas; and

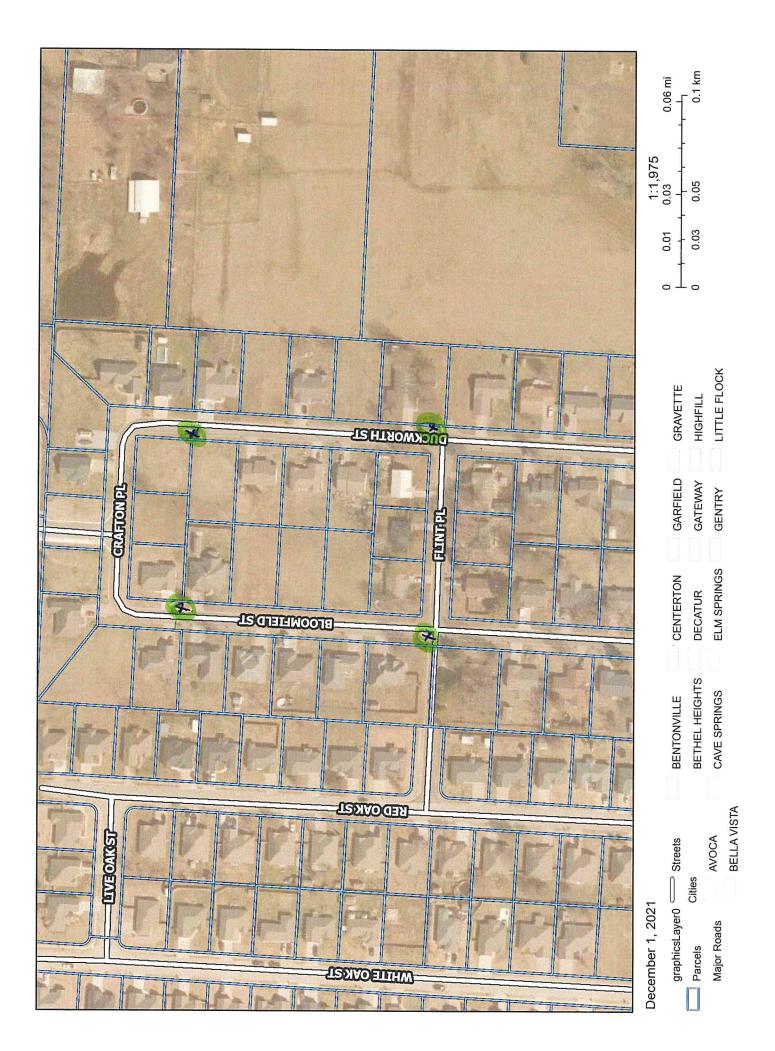
WHEREAS, the Empire District Electric Company is able to provide such additional lighting, pursuant to the attached agreements;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Gentry, Arkansas, as follows:

- 1. The Mayor is hereby authorized to enter into agreements with the Empire District Electric Company as necessary for the installation of four (4) additional street lights within the City in the locations generally designated on the map attached hereto and incorporated herein.
- 2. Such lights shall be shielded and otherwise meet the requirements of the Shielded Outdoor Lighting Act, Ark. Stat. Ann. §§ 8-14-101, et seq.

PASSED and APPROVED, this 6th day of December, 2021.

ATTEST:	Kevin D. Johnston, Mayor	
Tonya Carney, Director of Finance		



The Empire District Electric Company

Work Order # 575000

Request for Change in Street Lighting Service

Arkansas

Pursuant to a Resolution adopted by the governing body of the

City of Gentry

hereinafter called CITY, on the

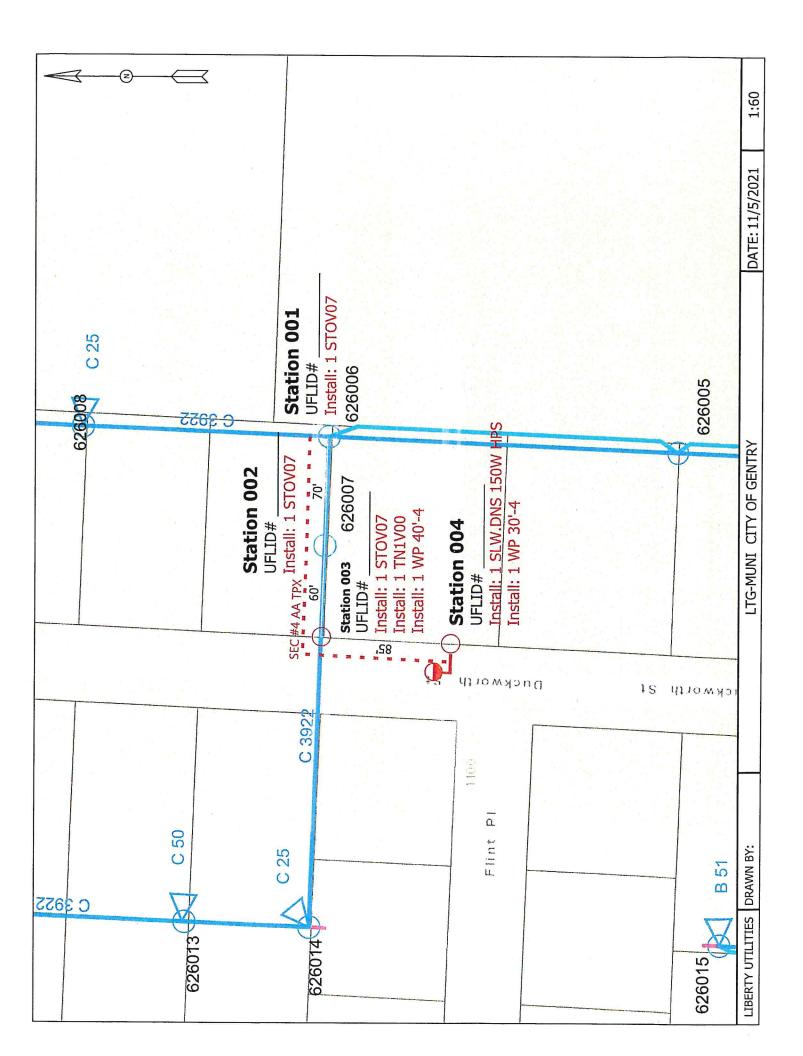
17th day of November, 2021 The Empire District Electric Company, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement,

LIGHT	AL	DDRESS - LOCATION STREET LIGHTS	UTC SIZE and TYPE	SIZE and TYPE STREET LIGHTS	Q T		IUAL CHARGE	FACILITY USAGE CHARGE	
REQUEST	and	EXCESS FACILITIES		SINEEL LIGHTS	γ	Installed	Removed	Installed	Removed
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E F	Annual Facility			quest (Total Line D plus/mi	nus Li	ine E)		\$28.14	
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The Empire District Electric Company

Company Representative Completing Contract: Steve Fullmer

Executed at Joplin, Mo this	day of	E	Ву
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The Empire District Electric Company

Work Order # 575100

Request for Change in Street Lighting Service

Arkansas

Pursuant to a Resolution adopted by the governing body of the

City of Gentry

hereinafter called CITY, on the

17th day of November, 2021 The Empire District Electric Company, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET **ADDRESS - LOCATION** ANNUAL FACILITY USAGE SIZE and TYPE LIGHT STREET LIGHTS **ENERGY CHARGE** T CHARGE STREET LIGHTS REQUEST and EXCESS FACILITIES Y Installed Removed Removed

Install BLOO	OMFIELD ST. & CI	RAFTON ST.		16,000L 150W HPS Flat Glass Cobrahead	2	\$56.28		\$ 2,589.81	
						\$50.25		<u>Φ 2,003.01</u>	
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									7 1 7 7 1 3 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Subtotals - Ann	ual Energy Cl	narge and Facility U	sage Charge	for this Request		\$56.28	\$0.00	\$ 2,589.81	\$ -
A An	nnual Energy	Charge for this Requ	uest (Install m	ninus Remove)	1	\$56.2	-	Ψ 2,303.01	
В То	otal Facility Us	sage Charge for this	Street Light	Request (Install minus F	emove)		\$	2,589.8
		The CITY	agrees that the	AGREEMENT shall be a	mende	d as follows:			
		ge Charge for this Reque	est (Total Line I	B)				\$2,589.81	
D An	mual Facility Us	age Charge to City for t	this Request (To	otal Line C X 9%)				\$233.08	
E An	mual Energy Cha	arge for this Request (T	otal Line A)					\$56.28	
F An	nual Facility U	sage and Energy Cha	rge for this Re	quest (Total Line D plus/m	inus Lir	ne E)		\$289,36	
		Decrease to be Paid by C						\$24.11	
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company Representative	e Completing	Contract:	Steve Fullmer	
The state of the s		00	OLOVO I GIIITICI	

Executed at Joplin, Mo this	day of		Ву	
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The Empire District Electric Company

Work Order # 578300

Request for Change in Street Lighting Service

Arkansas

Pursuant to a Resolution adopted by the governing body of the

City of Gentry

hereinafter called CITY, on the

17th day of November, 2021 The Empire District Electric Company, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement,

hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET.	T STREET LIGHTS	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE		
REQUEST		OMEET LIGHTS		Installed	Removed	Installed	Removed	
Install	FLINT ST. & ĐUCKWO	FIELD ST.	16,000L 150W HPS Flat Glass Cobrahead	7	\$28,14		\$ 3,375.96	no.
							Ψ 0,070.00	
								- 10 - 10 - 10 - 10 - 10 - 10 - 10 - 10
								9 21 14 14 14 14 15
					West Man of			
	Annual Energy Ch	large and Facility Usage Charge	for this Request		\$28.14	\$0.00	\$ 3,375.96	\$ -
A	Annual Energy (Charge for this Request (Install n	ninus Remove)		\$28	.14		
В	lotal Pacility US	age Charge for this Street Light	Request (Install minus R	emov	e)		\$	3,375.96
C	Total Facility Usag	The CITY agrees that the ce Charge for this Request (Total Line	e AGREEMENT shall be a B)	mend	ed as follows:		\$3,375.96	
D		age Charge to City for this Request (T	otal Line C X 9%)				\$303.84	
\mathbf{E}		arge for this Request (Total Line A)					\$28.14	
F	Annual Facility U	sage and Energy Charge for this Re	quest (Total Line D plus/mi	nus Li	ne E)		\$331.98	
G	Monthly Increase/D	Decrease to be Paid by City for this Rec	<mark>quest (</mark> Total Line F divided b	y 12 r	nonths)		\$27.66	
the Agreeme	nt herein referred to whi	e from and after its execution and is supple ch, in all other particulars except as hereina leemed an original and all of which, taken t acceptable and shall co	after amended, is ratified and con	ntirmed ne agre	 This contract are eement, and signa 	nd any ancillary a	greements may be	avagutad in
Execut			this		day of			
	EAL) EST:				_			
AII	E31;		Ву					
		Clerk of Gentry	Бу _		Mayor or	Board Chairn	nan .	
			ACCEPTANCE					
The COM therein, and	PANY hereby appr agrees that the Mui	roves and consents to the aforesaid nicipal Electric Service Agreement	request for change in street shall be amended accord	et lig	hting service a	and all terms	and provisions	included
	will, at	tter completion of the above chang	es and until our approval	of fu	ther changes.	be as follows	:	Jaiu CII I
Mercury	Vapor Lights	High Pressure Sodium Lights	Metal Halide I	ights	Ť			

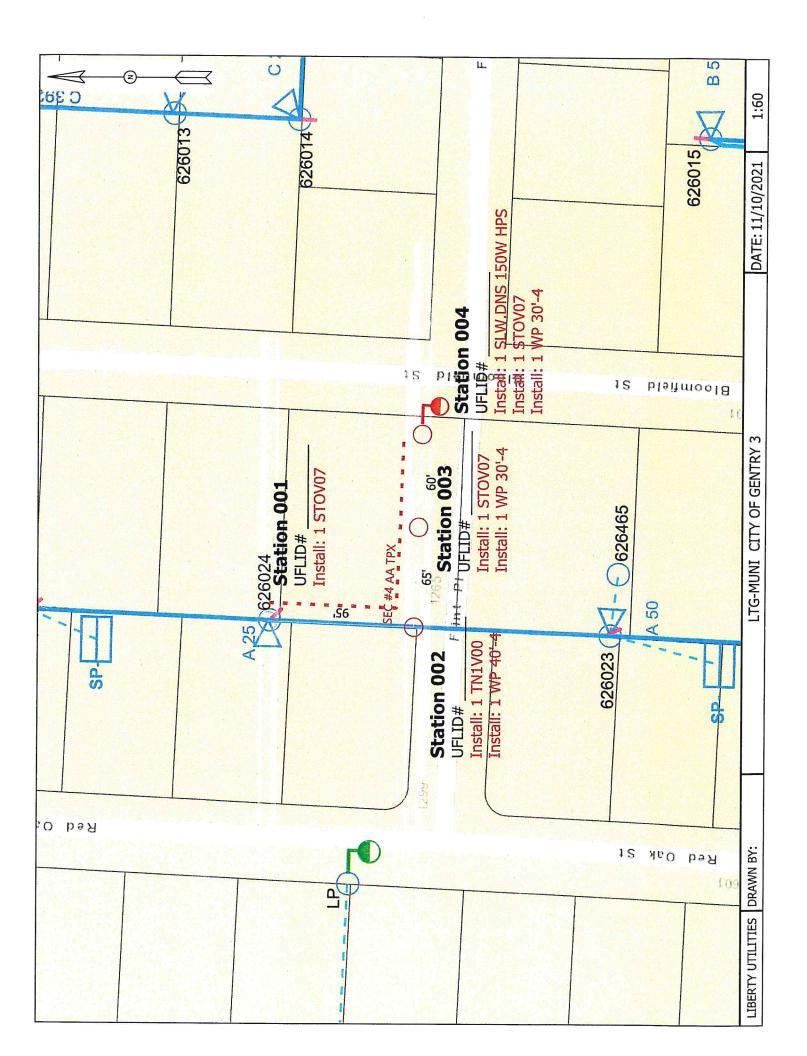
Mercury Vapo	r Lights	High Pressure Sodi	ium Lights	Metal Halide Ligh	ts	
7,000L - 175W	111	6,000L - 70W	4	12,000L - 175W	66	1 0
11,000L - 250W	2	16,000L - 150W	111	20,500L - 250W	0	0
20,000L - 400W	3	27,500L - 250W	6	36,000L - 400W	0	0
53,000L - 1,000W	0	50,000L - 400W	1	110,000L - 1,000W	0	
		130,000L - 1,000W	0			

WO# 578300	DATE	COMPLETED
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE	ACCUMULATIVE INVESTMENT CHARGE
\$3,375.96	\$7,047.78	\$78,308.67

The Empire District Electric Company

Company I	Representative	Completing Contract:	Steve Fullmer
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Executed at Joplin, Mo this day of	Ву
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ORDINANCE NO.	
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CITY OF GENTRY, ARKANSAS

AN ORDINANCE AMENDING THE GENTRY MUNICIPAL CODE TO REVISE THE FEE FOR PRELIMINARY PLATS; AND FOR OTHER PURPOSES.

WHEREAS, it has come to the attention of the City Council of the City of Gentry, Arkansas that there is a need to amend the Gentry Municipal Code (the "Code") to update the fee charged for reviewing a preliminary plat;

WHEREAS, notice has been given and a public hearing has been held in accordance with the requirements of Gentry Municipal Code Section 15.04.08.F; and

WHEREAS, the Gentry Planning Commission has recommended adoption of the proposed amendment;

NOW, therefore, be it ordained by the City Council of the City of Gentry, Arkansas:

Section 1: Section 15.04.08.G of the Code is hereby amended to state that the minimum fee for each preliminary plat submitted shall be \$100 (and \$1.00 for each lot).

Section 2: Any Code provision, Resolution, or Ordinance contrary to the provisions of this Ordinance is hereby repealed to the extent of such conflict.

PASSED and APPROVED in regular session this 6th day of December, 2021.

Kevin Johnston, Mayor

AFFIDAVIT OF PUBLICATION

Public Notice

The Gentry Planning
Commission will hold a public
hearing on November 18, 2021,
at 7:00 p.m. in the Gentry
Council Chambers, located at

104 E. Main St., Gentry,
Arkansas, on a proposed
amendment to the Gentry
Subdivision Regulations. The
proposed amendment would
change the base fee for
submitting a preliminary plat
from \$50 to \$100.

Comments from any interested person will be heard and considered, and the Planning Commission will then determine whether to recommend the proposal to the Gentry City

If you are unable to attend the meeting, you may provide comments by phone (479-736-2555, ex. 103) or in writing to the City of Gentry, 101 W. Main Street, Gentry, AR 72734. 75473998 Oct. 27, 2021

Council.

I, Brittany Smith, solemnly swear that I a	um the Accounting Legal Clerk						
for the Northwest Arkansas Newspapers, LLC, and I do solemnly swear that							
the attached advertisement:							
City of Gentry PH Subdivision Regulations							
was published in the following weekly pa	pper(s):						
Bella Vista Weekly Vista Pea Ridge Times Siloam Springs Herald Leader Siloam Sunday (Section of Arkansa X Westside Eagle Observer	as Democrat Gazette)						
Of general and bona fide circulation in Be	enton County, Arkansas						
Date(s) of Publication: October 27, 2021							
Publication Charges: \$43.20							
Brittany Smith							
Subscribed and sworn to before me This 27 day of , 2021.	Cathy Wiles Benton COUNTY NOTARY PUBLIC – ARKANSAS My Commission Expires 02-20-2024 Commission No. 12397118						
Notary Public My Commission Expires: 2/20/24							
NOTE Please do not pay from Affidavit. Invoice will be sent.							

ORDINANCE NO.	
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AN ORDINANCE REVISING PLANNING COMMISSION SPECIAL MEETING FEE; AND FOR OTHER PURPOSES.

WHEREAS, it has come to the attention of the Gentry City Council that there is a need to amend the Gentry Municipal Code (the "Code") to revise the fee to request a special meeting of the Planning Commission to more accurately reflect the cost to the City of calling a special meeting;

NOW, therefore, be it ordained by the City Council of the City of Gentry, Arkansas:

Section 1: Section 13.01.01 of the Code is hereby amended to state that the fee to request a special Planning Commission meeting is \$875.

Section 2: Any Code provision, Resolution, or Ordinance contrary to the provisions of this Ordinance is hereby repealed to the extent of such conflict.

PASSED AND APPROVED THIS 6th day of December, 2021.

ATTEST:	Kevin D. Johnston, Mayor
Tonya Carney, Director of Finance	

ORDINANCE NO.	
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CITY OF GENTRY, ARKANSAS

AN ORDINANCE AMENDING THE GENTRY MUNICIPAL CODE TO REVISE THE PROCEDURES FOR ZONING ANNEXED LANDS; AND FOR OTHER PURPOSES.

WHEREAS, it has come to the attention of the City Council of the City of Gentry, Arkansas that the procedure for zoning annexed lands should be revised;

WHEREAS, notice has been given and a public hearing has been held in accordance with the requirements of Gentry Municipal Code Section 14.04.14; and

WHEREAS, the Gentry Planning Commission has recommended the following amendment to the Gentry Zoning Ordinance;

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

Section 1: Section 14.04.15 of the Gentry Municipal Code is hereby amended to read as follows:

14.04.15 Procedure for Zoning Annexed Lands

Any lands annexed to the City shall, upon such annexation, be automatically zoned A-1, unless the owners of the lands to be annexed have requested otherwise, and the following procedures have been completed.

- A. If a landowner seeking annexation requests that said lands be zoned other than A-1, the Gentry Planning Commission shall hold a public hearing regarding the appropriate zoning of the said lands in the event of annexation. Notice of the public hearing shall be published at least one time in a newspaper of general circulation within the City at least fifteen (15) days prior to the hearing. The Planning Commission shall also notify the adjoining property owners of the hearing by mail at least fifteen (15) days prior to the hearing.
- B. Following the public hearing, the Planning Commission shall make and certify to the City Council a recommendation as to the most appropriate zoning for the said lands in the event of annexation.
- C. In connection with its consideration of the annexation of the said lands, the City Council may either adopt the Planning Commission's recommendation as to the proposed zoning of the lands by ordinance; modify the zoning recommendation and adopt the recommendation as modified; or return the zoning recommendation to the Planning Commission for further study and recommendation.

Section 2: Any Code provision, Resolution, or Ordinance is hereby repealed to the extent of such comparison.	Ordinance contrary to the provisions of this onflict.
PASSED and APPROVED in regular session this _	day of, 2021.
ATTEST:	Kevin Johnston, Mayor
Tonya Carney, Director of Finance	

AFFIDAVIT OF PUBLICATION

I, Brittany Smith, solemnly swear that I am the Accounting Legal Clerk
for the Northwest Arkansas Newspapers, LLC, and I do solemnly swear that
the attached advertisement:
City of Gentry PH Zoning Ordinance
was published in the following weekly paper(s):
Bella Vista Weekly Vista Pea Ridge Times Siloam Springs Herald Leader Siloam Sunday (Section of Arkansas Democrat Gazette) X Westside Eagle Observer
Of general and bona fide circulation in Benton County, Arkansas
Date(s) of Publication: October 27, 2021
Publication Charges: \$49.68
Brittany Smith
Subscribed and sworn to before me This 27 day of Ct , 2021.
Cathy Wiles Benton COUNTY NOTARY PUBLIC – ARKANSAS My Commission Expires: 2/20/21 Commission No. 12397118
NOTE Please do not pay from Affidavit. Invoice will be sent.

Notice of Public Hearing Regarding Proposed Amendment to the Gentry Zoning Ordinance The Gentry Planning Commission will hold a public hearing on November 18, 2021, at 7:00 p.m. in the Gentry Council Chambers, located at 104 E. Main St., Gentry, Arkansas. The purpose of the hearing is to allow public comment on a proposal to amend the Gentry Zoning Ordinance by revising the procedures for zoning lands upon annexation into the City. At the hearing, comments from any interested person will be heard and considered, and the Planning Commission will then determine whether to recommend the proposal to the Gentry City Council. If you are unable to attend the meeting, you may provide comments by phone (479-736-2555, ex. 103) or in writing to the City of Gentry, 101 W. Main Street, Gentry, AR 72734. 75475089 Oct 27, 2021

ORDINANCE	NO.
O TO THE TO E	110.

AN ORDINANCE SETTING THE SALARIES OF THE ELECTED OFFICIALS AND PLANNING COMMISSION MEMBERS OF THE CITY OF GENTRY, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Arkansas law requires that the salaries of certain elected officials in cities of the first class be established by ordinance;

NOW, THEREFORE, be it ordained by the City Council for the City of Gentry, Arkansas:

Section 1. Effective January 1, 2022, the annual compensation for Gentry elected officials and Planning Commission members shall be as shown below:

Position	Pay
City Council Members	\$3,428.58 plus \$142.86 per special meeting attended
Planning Commission Members	\$250 per meeting attended plus \$125 per special meeting attended
Mayor	\$75,000
City Clerk	\$6,194.10
City Attorney	\$34,858.19 for City Prosecutor duties; \$125 per hour for City Attorney duties and criminal appeals

Section 2. All Ordinances or Resolutions in conflict with the provisions of this Ordinance, and specifically including Section 13.01.02 of the Gentry Municipal Code, are hereby REPEALED to the extent of said conflict.

Section 3. Emergency Clause. It is hereby declared that an emergency exists, and this ordinance being necessary for the immediate preservation of the health, safety, and welfare of the citizens of Gentry, Arkansas, shall be effective January 1, 2022.

PASSED AND APPROVED this 6th day of December 2021.

ATTEST:	Kevin D. Johnston, Mayor
Tonya Carney, Director of Finance	

AN ORDINANCE SETTING THE PAY STRUCTURE FOR THE MAYOR OF THE CITY OF GENTRY, ARKANSAS; AND FOR OTHER PURPOSES.

WHEREAS, there is a need to establish a more uniform and systematic method of determining the salary for the office of Mayor of the City of Gentry, Arkansas;

NOW, THEREFORE, be it ordained by the City Council for the City of Gentry, Arkansas:

Section 1. Section 2.18.02 is hereby added to the Gentry Municipal Code as follows:

2.18.02 Mayor's Salary.

A. The salary for the office of Mayor shall be within the following range:

Base Annual Salary: \$55,000.00 Maximum Annual Salary: \$75,000.00

- B. Upon the election or appointment of an individual to the office of Mayor, the Council shall determine an appropriate initial salary within the range prescribed above based on the qualifications and experience of the individual elected or appointed.
- C. The initial salary set by the Council may be increased during the term for which the individual is elected or appointed, but it may not be decreased within said term except in accordance with the provisions of Arkansas law.

Section 3. All Ordinances or Code provisions in conflict with the provisions of this Ordinance are hereby REPEALED to the extent of said conflict.

PASSED AND APPROVED this 6th day of December 2021.

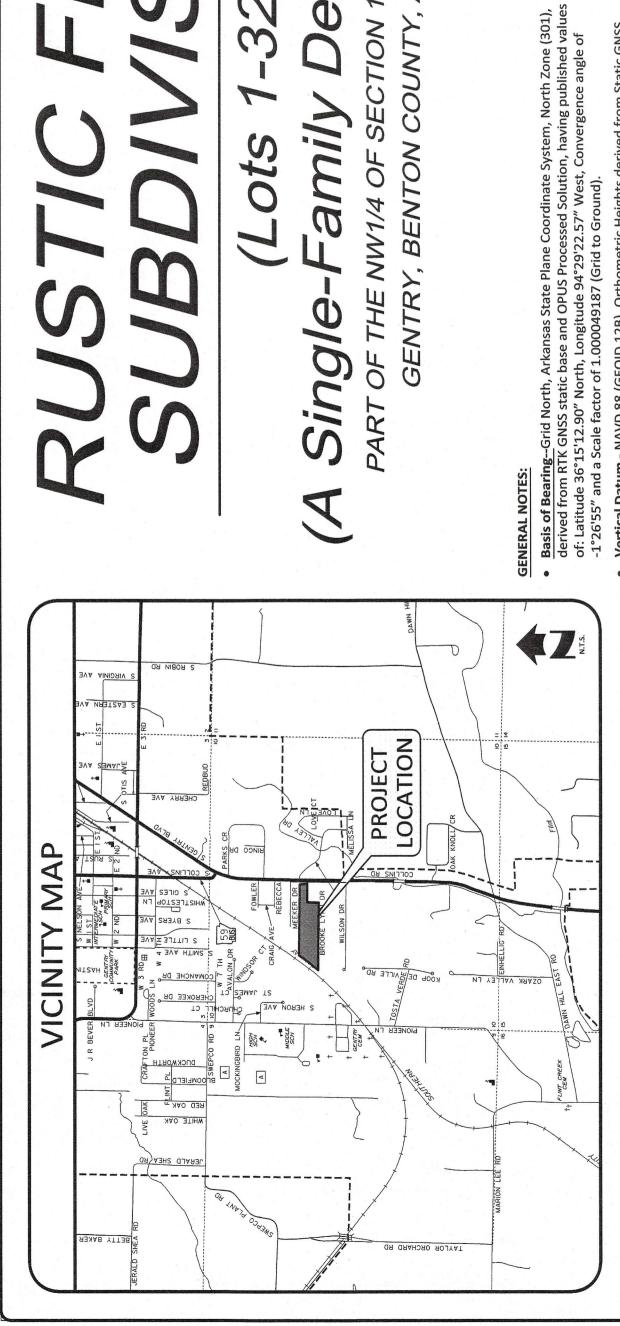
ATTEST:	Kevin D. Johnston, Mayor
Tonya Carney, Director of Finance	

Arkansas Code Title 14. Local Government § 14-43-411. Council member vacancy in mayor-council form of government

- (a)(1)(A) Whenever a vacancy occurs in the office of council member in a city of the first class having a population of less than twenty thousand (20,000) according to the most recent federal decennial census, at the first regular meeting after the occurrence of the vacancy, the city council shall proceed to elect by a majority vote of the remaining members elected to the council a council member to serve for the unexpired term.
- (B)(i) However, at least a quorum of the whole number of the city council shall remain in order to fill a vacancy.
- (ii) The election by the remaining members of the city council is not subject to veto by the mayor.
- (2) The person elected by the council shall be a resident of the ward where the vacancy occurs at the time of the vacancy.

I, David Page at 325 South Giles, would like the opportunity to fill the vacancy position of Gentry City Council Ward #2 position. If you have any questions please contact me at 479-238-3903. Thanks

David Page



CERTIFICATE OF OWNER:

As Owner, we hereby Certify that we have caused the land to be surveyed, divided, platted, and access rights reserved as presented to this plat and attachments. 11/17/202)

Flood Zone Statement - Based on Graphical review only of FEMA FIRM panel 0215J of Benton County, Arkansas and Incorporated areas effective date September 28, 2007, the property lies currently in Zone X - Areas determined to be outside the 0.2% annual chance

Vertical Datum - NAVD 88 (GEOID 12B). Orthometric Heights derived from Static GNSS observations RTK measurements, and terrestrial observations based on OPUS processed solution having an orthometric height of 367.56 m / 1305.90 USFT.

solution having an orthometric height of 367.56

Possible Encroachment- there exists a farm structure (chicken coop) near the midpoint of the north line of the subject parcel.

One-half inch rebar pins with 1834 cap exist at all lot corners unless noted otherwise.

floodplain.

Right of Way - The property currently has access to Highway 59 Right of Way on the East portion of the Site.

Date:_ Russ Plumley President RLP Developments, LLC Owner:

SS(

BENTON COUNTY, ARKANS COMM. EXP. 03/01/25 COMMISSION NO. 124033

ō,

Sworn And Subscribed Before Me This Day $\mathcal V$

County of Benton

State Of Arkansas

POR Novembe Notary Public:

My Commission Expires:

Approved And Recommended For Acceptance By The City of Gentry

20 Day Of

This

Streets and Utilities Cres Reb

Fire Department (Chief) uilding Inspector aller

Planning Commission

Water and Sewer

Print Name

Gentry City Council

Prawing Name: P:/RLP-22 Rustic Flats/DWG/RLP-22 Final Plat.dwg Last Modified: Nov 15, 2021 - 9:47am Plotted on: Nov 15, 2021 - 10:21am by ah3i63

L'My WY Print Mame

Print Name **Print Name**

R.U. Craf Print Name

RUSTIC FLATS FINAL PLAT DESCRIPTION:

A part of the South half of the Northwest Quarter, Section 10, Township 18 North, Range 33 West of the Fifth Principal Meridian, in Benton County Arkansas being a part of Warranty Deed Document L201860572 and Warranty Deed Document L201914898, being more particularly described as

distance of 199.90 feet and continuing for a total distance of 381.71 feet to the easterly Right of Way of the Kansas City Southern Railroad; thence along and coincident with said Right of Way along a curve to the Left having the following values: Radius of 7,768.21 feet, an arc length of 475.33 feet, a chord length of 475.25 feet, and a chord bearing of North 40°03'23" East to a five-eighths inch (5/8)" rebar with PS 1181 Cap; thence departing from said Kansas City Southern Railroad Right of way, South 87°51'34" East along the South of Line of Kay Lynette Subdivision filed for record at Plat Book E Page 132, through a one inch (1") pipe at a distance 552.21 feet for a total distance of 1,354.53 feet to a found two and one-half inch (2 1/2") aluminum monument stamped Arkansas Highway Transportation Department PS 883; thence along the westerly Right of Way line of Arkansas State Highway 59, South 05°27'11" East a distance of 145.91 feet to a found Highway Transportation Department PS 883; thence departing from said Right of Way, North 87°57'12" West a distance of 360.27 feet to a found one-half inch (1/2") rebar; thence South 02°50'22" West along the West line of Warranty Deed 2002 Page 101362, a distance of 224.30 to a five-eighths inch (5/8") rebar with PS 1181 cap being on the North Line of Rustic Ridge Final Plat; thence North 87°54'17" West along said North Line of Rustic Ridge Final Plat a distance of 917.77 feet to the Point of Beginning. Containing 10.96 Acres, more or less. Beginning at a one-inch (1") pipe being the Northwest corner of Lot 14, Rustic Ridge Final Plat filed for Record as document No. L202022969, in the office of the Circuit Clerk of Benton County Arkansas; thence along the North line of Country Estates Phase II plat filed for record at Plat Book 2005 Page two and one-half inch (2 1/2") aluminum monument stamped Arkansas

CERTIFICATE OF SURVEY ACCURACY:

Surveyor's Note: the north line of said plat was held for a portion of the subject property's boundary line near the southwest corner of the subject tract.

boundary line near the southwest corner of the

Final Plat of Country Estates Phase II filed for record at Plat Book 2005 Page 572.

Arkansas State Highway Commission Right of Way Map, Gentry, South. FAP Project STP BRN-0004(32), dated 05/2005 Station 418+35.97 to 258+08.54. AHTD job No. 090154.

A Replat of Lots 15 and 16 of Kay Lynette Subdivision by Michael James PS 985 filed for record at Plat Book P1 Page 011 on May 6, 1998.

Kay Lynette Subdivision by Harold Pranter PS 47, filed for record at Plat Book E Page 132 on February 24, 1966.

Right of Way and Track Map of the Kansas City Southern Railway from Station 11563+20 to 11774+40 being labeled as Sheet No 5 A-1 and dated June 30, 1914. Not being of the public record, attained from officials with the Kansas City Southern Railway via email.

A Boundary Survey by Michael James PS 985, filed for record at Book 2015 Page 456 on October 19, 2015.

REFERENCE DOCUMENTS:

A Boundary Survey by Joe Johnson PS 412, filed for record at Book 10 Page 216 on July 22, 1986. Surveyor's Note: the southeast corner of said survey was held for alignment of North

line of subject tract.

I, Clayton D. Crotts, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon actually exist and their location, type and material ard correctly shown and all minimum requirements of the Arkansas Minimum Standards for Land Surveyors have been met.

Date of Execution: November 15, 2021

Rear

Corner Back to Rear

Side

Ext. Back to

Int.

Front Yard

Zoning - Low Density Residential (R-1) Single-Family

Building Setbacks

10,

15

25'

10

25



HALF HALF NOTATION NO ARKANS NS No. 1470

Registered Land Surveyor State of Arkansas Registration No. 1834

Rear

Corner Back to Rear

Ext. Back to Side

Int.

Front Yard

Zoning - Residential Office (R-0) Single-Family Attached

Building Setbacks

2

15

20'

5

OWNER / DEVELOPER
RLP Developments LLC
Bentonville, AR 72712 PO Box 3207
Contact: Russ Plumly
Telephone: (479)-530-2337

Family Development,

'A Single-

(Lots 1-32)

PART OF THE NW1/4 OF SECTION 10, T-18-N, R-33-W

BENTON COUNTY, ARKANSAS

GENTRY,

ENGINEER
Morrison Shipley I Halff
2407 SW Cottonwood St.
Bentonville, AR 72712
Contact: Patrick Foy
Telephone: (479)-273-2209

SURVEYOR Morrison Shipley I Halff 2407 SW Cottonwood St. Bentonville, AR 72712 Contact: Clayton D. Crotts Telephone: (479)-273-2209



MORRISON-SHIPLEY HALFF 2407 SE Cottonwood St., Suite 1

RUSTIC FLATS

Gentry, Arkansas

SUBDIVISION

FINAL PLAT

Part of S1/2 of the NW1/4

1"=50 N/A Horiz. Scale: Plot Scale: Vert. Scale: 11.15.2021 Approved By: CDC JDS Revisions Drawn By:

SHEET

of

3

FINAL PLAT

DWG Name:

RLP-22

Project No.:

