

GENTRY CITY COUNCIL AGENDA

TUESDAY, OCTOBER 20, 2020

Special Meeting Called to Order
Roll Call

UNFINISHED BUSINESS

1. Petition to Vacate Ordinance (E. Arkansas to Railroad Ave.)

NEW BUSINESS

1. 2020 Water/Sewer Bond Ordinance w/ Emergency
2. Filming Event Street and Parking Restrictions Resolution
- 3.

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.

ORDINANCE NO. _____

CITY OF GENTRY, ARKANSAS

AN ORDINANCE VACATING AN ALLEY RUNNING NORTH AND SOUTH BETWEEN EAST ARKANSAS STREET AND NORTH RAILROAD AVENUE; AND FOR OTHER PURPOSES.

WHEREAS, a petition was duly filed with the City of Gentry, Arkansas on the 23rd day of July, 2020, asking the City Council to vacate and abandon a certain alley within the City, said alley being described as follows:

An alley running North and South between East Arkansas Street and North Railroad Avenue and bordered by Lots 6–10, Block 19, Original Town of Gentry, Arkansas on the West and by Lots 11–13, Block 19, Original Town of Gentry, Arkansas to the East.

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 20th day of October, 2020.

Kevin Johnston, Mayor

ATTEST:

Tonya Carney, Director of Finance

6/15/2020

To Whom it May Concern,

It has been brought to my attention that my Mother's home sits approximately 3 feet or so into an alleyway owned by the City of Gentry. I would like to request the City close this section of the alleyway, giving a variance or some type of "grandfathering" as this house has been there for approximately 60 years. I've enclosed a copy of the proposed lot line adjustment that James Surveying has been working on for us.

Thank you for your consideration.

A handwritten signature in cursive script, appearing to read "Alan Watkins".

Alan Watkins

479-616-9797

July 7, 2020

To Whom it May Concern,

It has been brought to my attention that my Mother's home sits approximately 3 feet or so into an alleyway owned by the City of Gentry. The following owners would like to request the City close this alleyway, giving a variance as this home has been there for approximately 60 years. I've enclosed a copy of the proposed lot line adjustment that Hames Surveying has been working on for us.

Thank you for your consideration.


Alan Watkins
138 N. Otis Ave
10-00286-000

 Date 7/22/20

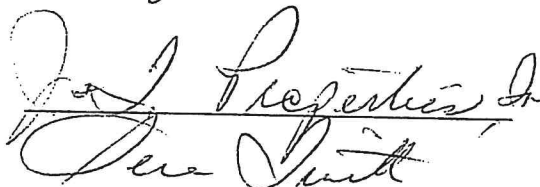
Mike J. Savage Jr
115 N Railroad
10-00289-000

 Date 7/22/20

Jacob I. & Jennifer D. Ramos
405 E Arkansas St
10-00287-000

 Date 7-12-2020
7-12-20

J & T Properties Inc
128 N Otis Ave
10-00285-000

 Date 7-15-2020
7-15-2020

Tennant Family Trust

Forrest M. & Vanzetta L. Tennant
124 N Otis Ave
10-00284-000

_____ Date _____

July 7, 2020

To Whom it May Concern,

It has been brought to my attention that my Mother's home sits approximately 3 feet or so into an alleyway owned by the City of Gentry. The following owners would like to request the City close this alleyway, giving a variance as this home has been there for approximately 60 years. I've enclosed a copy of the proposed lot line adjustment that Hames Surveying has been working on for us.

Thank you for your consideration.

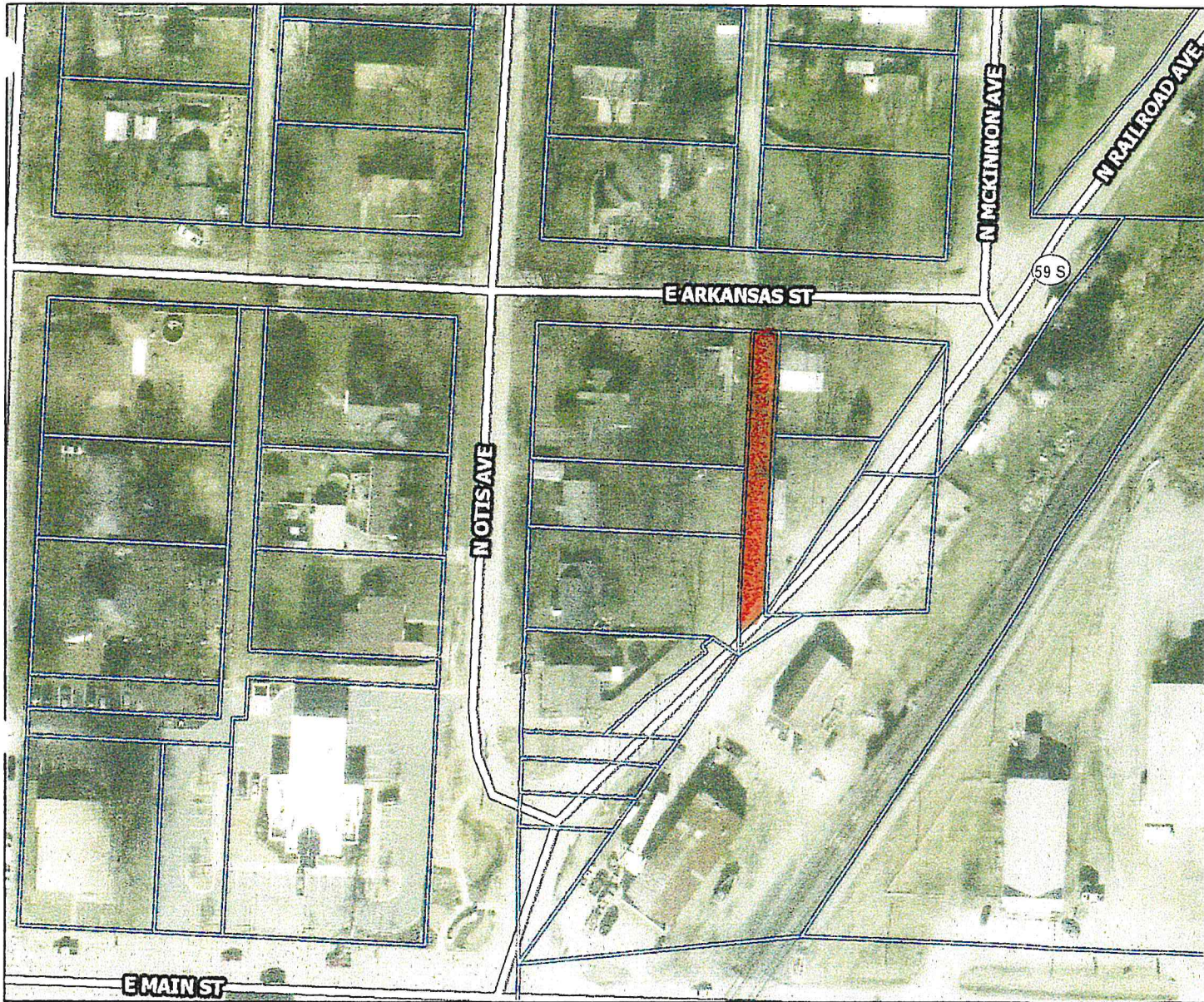
Alan Watkins _____ Date _____
138 N. Otis Ave
10-00286-000

Mike J. Savage Jr _____ Date _____
115 N Railroad
10-00289-000

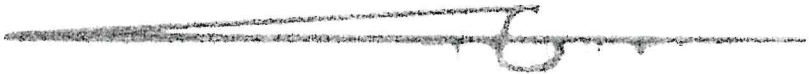
Jacob I. & Jennifer D. Ramos _____ Date _____
405 E Arkansas St
10-00287-000

J & T Properties Inc _____ Date _____
128 N Otis Ave
10-00285-000

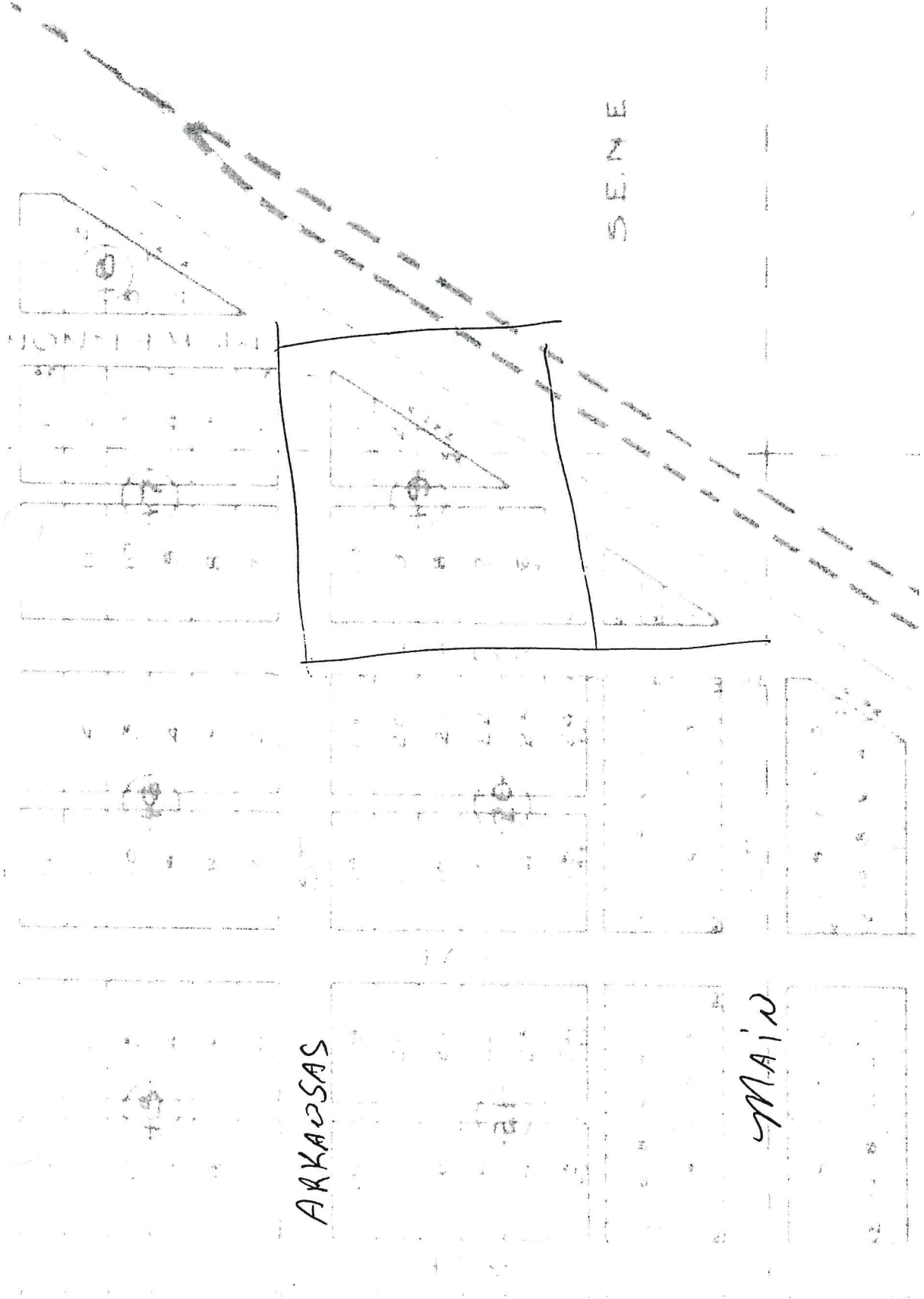
Tennant Family Trust
Forrest M. & Vanzetta L. Tennant Vanzetta L. Tennant Date July 23, 2020
124 N Otis Ave
10-00284-000



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EASEMENT ACQUISITION AGREEMENT

WHEREAS, Michael J. Savage, Jr. ("Petitioner") has petitioned the City of Gentry, Arkansas (the "City") to vacate an alley (the "Alley") adjacent to Petitioner's property;

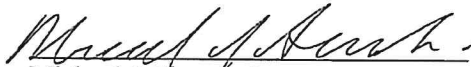
WHEREAS, the City currently has various utility lines and fixtures located within the Alley; and

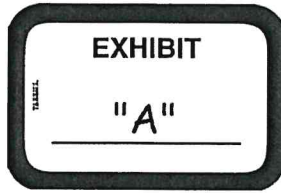
WHEREAS both Petitioner and the City would like the City to continue to be able to access and service said utilities;

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 1st day of October, 2020.

PETITIONER


Michael J. Savage, Jr.



UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **Michael J. Savage, Jr.**, an unmarried person (“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 situated in Benton County, Arkansas:

A 10’ strip of land immediately West of the South Half of Lot 12 and Lot 13, Block 19, Original Town of Gentry, Arkansas, as originally platted.

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 are hereunto set, this ____ day of _____, 2020.

Michael J. Savage, Jr.

STATE OF ARKANSAS)
) ss. ACKNOWLEDGMENT
COUNTY OF BENTON)

On this day before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared Michael J. Savage, Jr., an unmarried person, to me personally well known (or satisfactorily proven to be such person), and declared that he had executed the foregoing instrument for the consideration and purposes set forth therein.

WITNESS my hand and seal on the ____ day of _____, 2019.

My commission expires: _____

Notary Public

EASEMENT ACQUISITION AGREEMENT

WHEREAS, Alan Watkins and Wilma Watkins ("Petitioners") have petitioned the City of Gentry, Arkansas (the "City") to vacate an alley (the "Alley") adjacent to Petitioners' property;

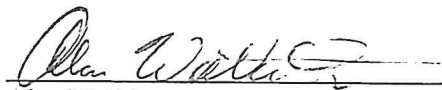
WHEREAS, the City currently has various utility lines and fixtures located within the Alley; and

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 25 day of Sept 2020, 2020.

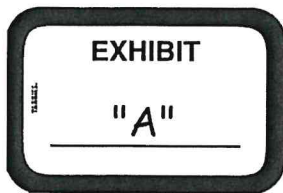
PETITIONERS



Alan Watkins



Wilma Watkins



UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **Alan Watkins** and **Wilma Watkins**, husband and wife (“Grantors”), 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, do 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 situated in Benton County, Arkansas:

A 10’ strip of land immediately East of Lots 9 and 10, Block 19, Original Town of Gentry, Arkansas, as originally platted.

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. Grantors agree to keep the easement clear of all future buildings, structures, fences, water impoundments, or other obstructions.

IN WITNESS WHEREOF, the hands and seal of Grantors are hereunto set, this ____ day of _____, 2020.

Alan Watkins

Wilma Watkins

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

ACKNOWLEDGMENT

On this day before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared Alan Watkins and Wilma Watkins, husband and wife, to me personally well known (or satisfactorily proven to be such persons), and declared that they had executed the foregoing instrument for the consideration and purposes set forth therein .

WITNESS my hand and seal on the ____ day of _____, 2019.

My commission expires: _____

Notary Public

EASEMENT ACQUISITION AGREEMENT

WHEREAS, J & T Properties, Inc. ("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

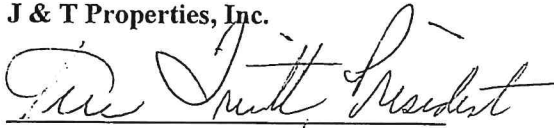
WHEREAS both Petitioner and the City would like the City to continue to be able to access and service said utilities;

NOW THEREFORE, Petitioner hereby agrees that it 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".

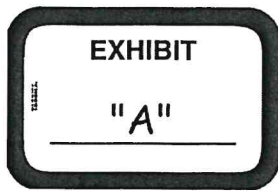
IN WITNESS WHEREOF, Petitioner has executed this Agreement by its authorized officer this 5th day of October, 2020.

PETITIONER

J & T Properties, Inc.

A handwritten signature in cursive script that reads "Sue Truitt, President". The signature is written in black ink and is positioned above a horizontal line.

Sue Truitt, President



UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **J & T Properties, Inc.**, an Arkansas Corporation ("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 situated in Benton County, Arkansas:

A 10' strip of land immediately East of Lot 8, Block 19, Original Town of Gentry, Arkansas, as originally platted.

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's authorized officer are hereunto set, this ____ day of _____, 2020.

J & T Properties, Inc.

Sue Truitt, President

STATE OF ARKANSAS)

) ss.

ACKNOWLEDGMENT

COUNTY OF BENTON)

On this day before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared Sue Truitt, President of J & T Properties, Inc., to me personally well known (or satisfactorily proven to be such person), who stated that he was duly authorized to execute the foregoing instrument for and in the name and on behalf of said Corporation, and further stated and acknowledged that pursuant to said authority, he had so signed, executed and delivered the foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth..

WITNESS my hand and seal on the ____ day of _____, 2019.

My commission expires: _____

Notary Public

EASEMENT ACQUISITION AGREEMENT

WHEREAS, Jacob I. Ramos and Jennifer D. Ramos ("Petitioners") have petitioned the City of Gentry, Arkansas (the "City") to vacate an alley (the "Alley") adjacent to Petitioners' property;

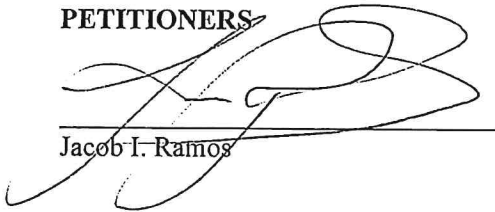
WHEREAS, the City currently has various utility lines and fixtures located within the Alley; and

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

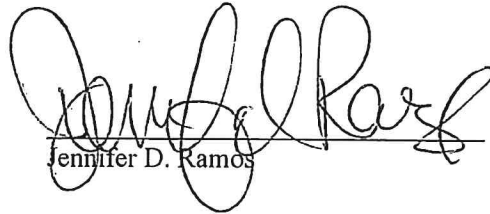
NOW THEREFORE, Petitioners hereby agree that they shall, upon vacation of the rights of the public in and to the Alley, grant to the City an Easement over that portion of the Alley that accrues to Petitioners via a separate Easement and Right-of-Way Grant, in a form substantially similar to that attached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

IN WITNESS WHEREOF, Petitioners have executed this Agreement this 9th day of October, 2020.

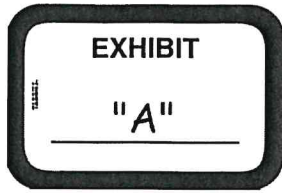
PETITIONERS



Jacob I. Ramos



Jennifer D. Ramos



UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **Jacob I. Ramos** and **Jennifer D. Ramos**, husband and wife ("Grantors"), 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, do 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 situated in Benton County, Arkansas:

A 10' strip of land immediately West of Lot 11 and the North Half of Lot 12, Block 19, Original Town of Gentry, Arkansas, as originally platted.

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. Grantors agree to keep the easement clear of all future buildings, structures, fences, water impoundments, or other obstructions.

IN WITNESS WHEREOF, the hands and seal of Grantors are hereunto set, this ____ day of _____, 2020.

Jacob I. Ramos

Jennifer D. Ramos

STATE OF ARKANSAS)
) ss. ACKNOWLEDGMENT
COUNTY OF BENTON)

On this day before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared Jacob I. Ramos and Jennifer D. Ramos, husband and wife, to me personally well known (or satisfactorily proven to be such persons), and declared that they had executed the foregoing instrument for the consideration and purposes set forth therein .

WITNESS my hand and seal on the ____ day of _____, 2019.

My commission expires: _____

EASEMENT ACQUISITION AGREEMENT

WHEREAS, Forrest M. Tennant and Vanzetta L. Tennant, Trustees of the Tennant Family Trust U/A/D May 6, 1999 ("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 1st day of October, 2020.

PETITIONERS

Tennant Family Trust U/A/D May 6, 1999

Forrest M. Tennant, Trustee



Vanzetta L. Tennant, Trustee

EASEMENT ACQUISITION AGREEMENT

WHEREAS, Forrest M. Tennant and Vanzetta L. Tennant, Trustees of the Tennant Family Trust U/A/D May 6, 1999 ("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 2nd day of October, 2020.

PETITIONERS

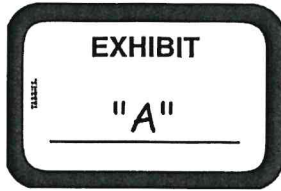
Tennant Family Trust U/A/D May 6, 1999

Forrest Tennant

Forrest M. Tennant, Trustee
by Jeff Tennant, POA

by Jeff Tennant POA

Vanzetta L. Tennant, Trustee



UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **Forrest M. Tennant** and **Vanzetta L. Tennant**, Trustees of the **Tennant Family Trust U/A/D May 6, 1999** ("Grantors"), 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, do 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:

A 10' strip of land immediately East of Lot 7 and the North Half of Lot 6, Block 19, Original Town of Gentry, Arkansas, as originally platted.

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. Grantors agree to keep the easement clear of all future buildings, structures, fences, water impoundments, or other obstructions.

IN WITNESS WHEREOF, the hands and seal of Grantors are hereunto set, this ____ day of _____, 2020.

Tennant Family Trust U/A/D May 6, 1999

Forrest M. Tennant, Trustee

Vanzetta L. Tennant, Trustee

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

ACKNOWLEDGMENT

On this day before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared Jacob I. Ramos and Jennifer D. Ramos, husband and wife, to me personally well known (or satisfactorily proven to be such persons), and declared that they had executed the foregoing instrument for the consideration and purposes set forth therein .

WITNESS my hand and seal on the ____ day of _____, 2019.

My commission expires: _____

Notary Public

ORDINANCE NO. 20-_____

AN ORDINANCE AUTHORIZING THE OFFERING OF \$_____ CITY OF GENTRY, ARKANSAS WATER AND SEWER REVENUE BONDS, SERIES 2020 FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE COST OF CERTAIN IMPROVEMENTS; PLEDGING WATER AND SEWER REVENUES TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT AND THE EXECUTION AND USE OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION WITH THE MARKETING OF SUCH BONDS; AUTHORIZING AND APPROVING THE EXECUTION AND USE OF AN OFFICIAL STATEMENT; AUTHORIZING A TRUST INDENTURE SECURING THE BONDS; AUTHORIZING THE SALE OF THE BONDS; PRESCRIBING OTHER MATTERS PERTAINING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Gentry, Arkansas (the “City”) owns and operates a water storage and distribution system, wastewater treatment system, and sanitation system (the “System”); and

WHEREAS, the City has also determined that certain extensions, betterments and improvements to the System are necessary, including construction and installation of a new composite elevated water storage tank to provide water storage for the “Y City” pressure plane zone of the System, which serves the eastern portion of the City’s water distribution system together with the construction and installation of various other improvements to the System (collectively, the “Improvements” or the “Project”); and

WHEREAS, the City desires that the costs of the Project, the costs of funding a debt service reserve fund, and the costs associated with the issuance of the Bonds be financed with the City’s Water and Sewer Revenue Bonds, Series 2020 (the “Bonds”); and

WHEREAS, the City is authorized and empowered under the Constitution and laws of the State of Arkansas, including particularly Amendment 65, Arkansas Code Annotated §§ 14-234-201 *et seq.*, §§14-235-201 *et seq.*, and §§ 14-164-401 *et seq.* (collectively, the “Authorizing Legislation”) to issue and sell revenue bonds for the purpose purchasing and installing additional improvements to the System, funding a debt service reserve, and paying costs incidental thereto; and

WHEREAS, the City has selected the firm of Stephens Inc. to be the underwriter for the Bonds (the “Underwriter”), the law firm of Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C. to be bond counsel for the Bonds (“Bond Counsel”), and Simmons Bank, Pine Bluff, Arkansas as trustee for the Bonds (the “Trustee”); and

WHEREAS, the City has made arrangements for the sale of the Bonds to the Underwriter at a price of \$_____ (par amount plus net original issue premium of \$_____ and less Underwriter’s discount of \$_____) (the “Purchase Price”), pursuant to a Bond Purchase

Agreement between the Underwriter and the City (the “**Bond Purchase Agreement**”), which has been presented to and is before this meeting; and

WHEREAS, the Preliminary Official Statement, dated October 13, 2020 offering the Bonds for sale (the “**Preliminary Official Statement**”), has been presented to and is before this meeting; and

WHEREAS, the Bonds will be issued pursuant to a First Supplemental Trust Indenture (the “**Indenture**”) between the City and the Trustee; and

WHEREAS, in connection with the sale of the Bonds it will be necessary for the City to enter into a Continuing Disclosure Agreement (the “**Disclosure Agreement**”) with the dissemination agent for the Bonds; and

WHEREAS, in order to market the Bonds and determine the total principal amount of the Bonds, the Underwriter requires a Preliminary Official Statement in a form deemed final pursuant to Rule 15c2-12 of the Securities and Exchange Commission and a final Official Statement (collectively, the “**Official Statement**”), as more particularly described in the Bond Purchase Agreement; and

WHEREAS, the City intends to issue the Bonds as expeditiously as possible so that the Improvements may be accomplished; and

WHEREAS, the City must “deem final” for purposes of Rule 15c2-12 of the Securities and Exchange Commission, the preliminary official statement for the Bonds; and

WHEREAS, a public hearing on the issuance of the Bonds was conducted by the Mayor of the City on October 13, 2020 at 6:30 p.m. at the regular meeting place of the City Council of the City at 104 East Main Street, Gentry, Arkansas pursuant to a Notice of Public Hearing published in the *Westside Eagle Observer* on September 30, 2020; and

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

Section 1. **Purchase and Sale.** The offer of the Underwriter for the purchase of the Bonds from the City at the Purchase Price, subject to the terms and provisions hereafter in this Ordinance set forth in detail be, and is hereby accepted and the Bond Purchase Agreement, in substantially the form submitted to this meeting, is approved and the Bonds are hereby sold to the Underwriter. The Mayor of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement on behalf of the City and to take all action required on the part of the City to fulfill its obligations under the Bond Purchase Agreement. The Mayor and the City Clerk/Recorder of the City, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Bonds, the execution and delivery of such other papers and documents necessary to effect the issuance of the Bonds, including particularly the Disclosure Agreement and the performance of all acts of whatever nature necessary to effect and carry out the City conferred by this Ordinance. The Mayor and the City Clerk/Recorder of the City are hereby further authorized and directed, for and on behalf of the City, to execute all papers, documents, certificates, and other instruments.

Section 2. **Useful Life.** The City hereby finds and declares that the period of usefulness of the Improvements will be more than 30 years, which is longer than the term of the Bonds.

Section 3. **Preliminary Official Statement.** The Preliminary Official Statement is hereby approved and the previous use and distribution of the Preliminary Official Statement by the Underwriter in connection with the sale of the Bonds is hereby in all respects ratified, approved and confirmed, and the Mayor of the City is hereby authorized and directed, for and on behalf of the City, to execute the Preliminary Official Statement and to deem it final for purposes of Rule 15c2-12 of the Securities and Exchange Commission (the “**Rule**”), and the Mayor be and he is hereby authorized and directed, for and on behalf of the City, to execute the final Official Statement in the name of the City.

Section 4. **Authorization of the Bonds.** Under the authority of the Constitution and laws of the State, including particularly Constitution and laws of the State of Arkansas, including particularly the Authorizing Legislation, the Bonds are hereby authorized and ordered issued in the total principal amount of \$_____, the proceeds of the sale of which are necessary to finance all or a portion of the cost of accomplishing the Improvements, and expenses incidental thereto, to pay the expenses of issuing the Bonds, including, but not limited to, the cost of a debt service reserve fund. The Bonds shall bear interest at the rates and shall mature on June 1 in the amounts and in the years set forth in the Bond Purchase Agreement approved herein.

Section 5. **Designation of Underwriter, Bond Counsel and Trustee.** The City hereby designates the Underwriter as underwriter for the Bonds and Bond Counsel as Bond Counsel for the Bonds, and the Trustee as trustee for the Bonds.

Section 6. **Authority of Officials.** The Mayor of the City, and the City Clerk/Recorder of the City, where applicable, or any one of them individually, are hereby authorized and directed to carry out or cause to be carried out all appropriate actions, to execute such other certificates or documents to evidence authority as authorized herein, and to take such other actions as they, in consultation with Bond Counsel and the Underwriter, shall consider necessary or advisable in connection with this Ordinance and the Preliminary Official Statement, in order to prepare for the issuance, sale, and delivery of the Bonds by the City, all as authorized by law and this Ordinance. The Underwriter, upon final approval of the Mayor, is authorized to rely upon and to use the Preliminary Official Statement to market the Bonds to potential purchasers.

Section 7. **Approval of Official Statement.** The form of Official Statement and the Appendices thereto are hereby authorized to be approved by the Mayor, and each of the Mayor and the City Clerk/Recorder of the City is authorized, acting alone or together, to participate in the completion of the Official Statement and each is authorized, acting alone or together, to approve, execute and deliver the Official Statement on behalf of the City and to authorize the Underwriter to use it in connection with the public offering of the Bonds, and each is authorized to execute and deliver to the Underwriter of the Bonds, a certificate when requested by the Underwriter of the Bonds, to the effect that the Official Statement is accurate and complete.

Section 8. Pledge of Revenues, Resources, and Properties. The Bonds shall be primarily payable from, and secured by a pledge of, the net revenues that are derived from the operation of the System, and the City hereby expressly pledges and appropriates all revenues and income of the System to the payment of the principal of and interest on the Bonds when due at maturity or at redemption prior to maturity, administrative costs, the fees and expenses of the Trustee and any required arbitrage rebate due to the United States, and further pledges all real estate and premises comprising the System, all System properties, and all replacement properties, as more particularly described in the Indenture, as security for repayment of the Bonds. Such pledge is on a parity of security with a pledge of such net revenues and mortgage lien securing the City's Water and Sewer Revenue Refunding Bonds, Series 2016 (the "**Series 2016 Bonds**").

Section 9. Statutory Mortgage Lien. There shall also be granted a statutory mortgage lien upon the water facilities that are part of the System (including all extensions, improvements and betterments now or hereafter existing) that shall exist in favor of the bondholder, and each of them and such water facilities shall remain subject to such statutory mortgage lien until payment in full of the interest on and principal of the Bonds, provided, however, that such statutory mortgage lien shall be interpreted according to the decision of the Supreme Court of the State in City of Harrison v. Braswell, *supra*.

Section 10. Approval of Trust Indenture. The form of Indenture to secure the Bonds and the Exhibits thereto are hereby authorized to be approved by the Mayor, and each of the Mayor and the City Clerk/Recorder of the City is authorized, acting alone or together, to participate in the completion of the Indenture and each is further authorized, acting alone or together, to approve, execute and deliver the Indenture on behalf of the City. The Mayor and the City Clerk/Recorder are each authorized and directed to take all action required on the part of the City to fulfill the City's obligations under the Indenture. The Indenture is given in supplement and amendment to that certain Trust Indenture dated September 28, 2016 by and between the City and the Trustee.

Section 11. Approval of Continuing Disclosure Agreement. The form of Disclosure Agreement is hereby authorized to be approved by the Mayor, and each of the Mayor and the City Clerk/Recorder of the City is authorized, acting alone or together, to participate in the completion of the Disclosure Agreement and each is further authorized, acting alone or together, to approve, execute and deliver the Disclosure Agreement on behalf of the City. The Mayor and the City Clerk/Recorder are each authorized and directed to take all action required on the part of the City to fulfill the City's obligations under the Disclosure Agreement.

Section 12. Qualified Tax-Exempt Obligation. The City represents that the aggregate principal amount of its qualified tax-exempt obligations (excluding "private activity bonds" within the meaning of Section 141 of the Code that are not "qualified 501(c)(3) bonds" within the meaning of Section 145 of the Code), issued in calendar year 2020 are not reasonably anticipated to exceed \$10,000,000.

Section 13. Other Actions. All actions heretofore taken by the City, including by the Mayor, the City Clerk/Recorder, the Finance Director of the City, and the other officers and representatives, in connection with the offer and sale of the Bonds are hereby in all respects ratified and approved.

Section 14. **Severability.** That the provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions.

Section 15. **Repeal if Conflict.** That all parts of this Ordinance in conflict with any provision of the Arkansas Code are hereby repealed to the extent of such conflict, and the provisions of any prior resolution or ordinance of the City in conflict with this Ordinance are likewise repealed to the extent of any conflict.

Section 16. **Proceeds.** Proceeds of the Bonds will be applied to accomplish the Project upon issuance of the Bonds.

Section 17. **Public Hearing.** The action of the officers of the Mayor and the City Clerk/Recorder in giving notice of public hearing(s) with respect to the issuance of the Bonds and conducting the public hearing(s) is hereby ratified and confirmed.

Section 18. **Emergency Clause.** It is hereby found and determined that the Project is immediately necessary in order to preserve the public health, safety and welfare and that the construction thereof cannot be accomplished without the issuance of the Bonds. Therefore, it is declared that an emergency exists and this Ordinance being necessary for the preservation of the public peace, health and safety shall be in force and take effect immediately upon and after its passage.

PASSED: October 20, 2020.

APPROVED:

Mayor

ATTEST:

City Clerk/Recorder

(SEAL)

CERTIFICATE

The undersigned, City Clerk/Recorder of the City of Gentry, Arkansas, hereby certifies that the foregoing pages are a true and correct copy of Ordinance No. 20-____, adopted at a special session of the City Council of the City of Gentry, Arkansas, held at the regular meeting place in the City at 6:30 p.m. on October 20, 2020, and that Ordinance No. 20-____, is of record in Ordinance/Resolution Book No. ____, located at City Hall.

GIVEN under my hand and seal on this 20th day of October, 2020.

City Clerk/Recorder

(SEAL)

RESOLUTION NO. _____

CITY OF GENTRY, ARKANSAS

A RESOLUTION AUTHORIZING TEMPORARY ROAD CLOSURES AND PARKING RESTRICTIONS IN CONNECTION WITH FILMING WITHIN THE CITY OF GENTRY, ARKANSAS.

WHEREAS, Skipstone Studios LLC would like to film scenes for a movie within the City of Gentry, Arkansas on several occasions over the next few months;

NOW, THEREFORE, BE IT RESOLVED BY THE GENTRY CITY COUNCIL that the Gentry Police Department is hereby authorized to close streets and restrict parking as needed within city limits to facilitate filming efforts by Skipstone Studios. The Police Department shall work with Skipstone Studios to ensure that any such restrictions are as narrow in scope and duration as reasonably possible to minimize interference with travel and activity within the City. This Resolution shall expire at the end of 2020.

PASSED and APPROVED in Special Session this 20th day of October 2020.

Kevin D. Johnston, Mayor

ATTEST:

Tonya Carney, Director of Finance