

GENTRY CITY COUNCIL AGENDA

MONDAY, DECEMBER 7, 2020

Meeting Called to Order
Roll Call
Review of Minutes: November 2, 2020 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
2. Water Storage Facility Update
 - a. Land Purchase Authorization Resolution
3. 2021 Budget Resolution
4. Elected Official/Planning Comm'r 2021 Salary Ordinance w/ Emergency
5. 117 N. Smith Ave. Update

NEW BUSINESS

1. Sunset Ridge Subdivision Phases 2B & 4 Final Plat Approval Ordinance
2. Benton County Solid Waste Interagency Service Agreement Resolution
3. Rezone Ordinance (Klassen R-1 to C-2)
4. "Hold Over" and Oath of Office for Council Members
- 5.

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 17, 2020 @ 7pm

	<u>2018</u>	<u>2019</u>	<u>2020</u>
City Sales & Use	\$66,803.35	\$114,185.04	\$117,919.64
County Tax	\$62,697.39	\$73,075.50	\$82,181.98

**CITY OF GENTRY
REGULAR CITY COUNCIL MEETING
MONDAY, NOVEMBER 2, 2020**

The City Council of the City of Gentry, Arkansas, met in a virtual session at the Council Chambers and, at various other locations at 6:30 p.m. on November 2, 2020. Mayor Kevin Johnston called the meeting to order. The invocation was by-passed.

COUNCIL MEMBERS ANSWERING ROLL CALL:

Janice Arnold	Jason Barrett	Michael Crawford	Dan Erskin
Kristi Reams	Cindy Philpott	Jimmy Thorburn	Jason Williams

Others in attendance: Mayor Kevin Johnston, City Clerk Jenny Trout, Police Chief Clay Stewart, Randy Moll, City Attorney Joel Kurtz, Maxine Foster, Larry Babcock, Mr. and Mrs. James Ferguson, Ron Jordan, Barry Jarnigan, Ansel Smith, and others.

REVIEW OF MINUTES: October 5, 2020- Regular Virtual Council Meeting & October 20, 2020 Special Council Meeting:

Motion: Jason Barrett- to accept the minutes from both meetings as presented

Second: Jimmy Thorburn

Roll Call: Arnold-yes Barrett -yes Crawford- yes Erskin- yes
 Reams- yes Philpott- yes Thorburn- yes Williams- yes

Motion passed.

COMMUNITY COMMENTS

- 1. Public Comment (Items Not on Presented Agenda)** No new comments
- 2. Main Street Gentry Chamber of Commerce – Janie Parks** was not in attendance.
- 3. Gentry Public Schools – Terrie Metz** was not present; Jason Barrett announced Thanksgiving break was set for the week of November 23rd through November 27th.

UNFINISHED BUSINESS

- 1) Park Master Plan Update:** Mayor Johnston traveled to Jacksonville for presentation of the City’s park plan. There being some unforeseen delays during his visit, he will be providing updates as they become available.

- 2) **Sunday Sales Special Election Resolution:** A Resolution Calling a Special Election on the Question of Authorizing Off-Premises Sale of Alcohol on Sundays within the City of Gentry; and Prescribing other Matters Pertaining Thereto, was presented for review and consideration: At this time City Attorney Joel Kurtz provided an explanation of and reason for the resolution, also providing a date of February 9, 2021 for the Special Election to be held.

Motion: Barrett- to approve the resolution

Second: Thorburn

Roll Call: Erskin-yes Reams-yes Philpott-yes Thorburn-yes
 Williams-yes Arnold-yes Barrett-yes Crawford-yes

Motion passed.

NEW BUSINESS:

- 1) **Rezoning Ordinance (E. Arkansas-McKee Dr./N. Collins-Railroad Ave.)**

An Ordinance Amending Appendix B of the City of Gentry Municipal Code Regarding Zoning of Certain Lands Located within The City; and for Other Purposes, was presented. At this moment Mayor Johnston informed Council members that upon further study, this Ordinance could place an undue burden on the property owners in the area, should the rezone to R-1 be made.

A Moratorium Ordinance was presented for consideration and, to be presented to the Planning and Zoning Commission for further consideration: **An Ordinance Imposing a Temporary Moratorium on Issuance of Building Permits for Certain Structures within a Portion of the City of Gentry; and for Other Purposes;** after discussion, including input of Gentry citizens present in the Council Chambers, Mayor Johnston voiced three (3) options for the Council Members to consider: 1) pass the rezoning ordinance presented; 2) to pass the moratorium presented; 3) do neither and re-present to the planning and zoning.

Motion: Arnold- to adopt the rezoning ordinance

Second: NONE

Motions dies for lack of a second

Motion: Williams- to adopt the Moratorium

Second: Philpott

Motion: Williams- to amend his motion to: suspend the rules and read by heading only

Second: Erskin

Roll Call: Reams-yes Philpott-yes Thorburn-yes Williams-yes
 Arnold- yes Barrett-yes Crawford-yes Erskin-yes

City Attorney Joel Kurtz, read by heading only

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

Second: Philpott

Roll Call: Reams-yes Philpott-yes Thorburn-yes Williams-yes
 Arnold- yes Barrett-yes Crawford-yes Erskin-yes

Motion passed.

- 2) **Informal Plat Process Ordinance:** An Ordinance Amending the Gentry Municipal Code to Establish Procedures for Processing Informal Flats; and for Other Purposes was presented for review and consideration:

Motion: Williams- to suspend the rules and read by heading only

Second: Thorburn

Roll Call: Philpott-yes Thorburn-yes Williams-yes Arnold-yes
 Barrett-yes Crawford-yes Erskin-yes Reams-yes

Motion passed. City Attorney Joel Kurtz read by heading only.

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

Second: Philpott

Roll Call: Philpott-yes Thorburn-yes Williams-yes Arnold-yes
 Barrett-yes Crawford-yes Erskin-yes Reams-yes

Motion passed.

- 3) **2021 Water/Sewer Rates Ordinance w/Emergency:** An Ordinance Establishing Sewer and Water Rates for the City of Gentry, Arkansas, to be Effective on the Billing Due January 11, 2021; Declaring An Emergency and for Other Purposes, was presented for review and consideration:

Motion: Barrett- to suspend the rules and read by heading only

Second: Reams

Roll Call: Reams-yes Philpott-yes Thorburn-yes Williams-yes
 Arnold-yes Barrett-yes Crawford-yes Erskin-yes

Motion passed. City Attorney Joel Kurtz read by heading only.

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

Second: Thorburn

Roll Call: Reams-yes Philpott-yes Thorburn-yes Williams-yes
 Arnold-yes Barrett-yes Crawford-yes Erskin-yes

Motion passed

Motion: Erskin- to pass on emergency clause

Second: Williams

Roll Call: Reams-yes Philpott-yes Thorburn-yes Williams-yes
 Arnold-yes Barrett-yes Crawford-yes Erskin-yes

Motion passed.

- 4) **Water/Sewer Utility Bill Prorate Ordinance:** An Ordinance Amending the Gentry Municipal Code to Provide for the Proration of Utility Service Charges in Certain Circumstances; and for Other Purposes, was presented for review and consideration:

Motion: Erskin- to suspend the rules and read by heading only

Second: Thorburn

Roll Call: Philpott-yes Thorburn-yes Williams-yes Arnold-yes
 Barrett-yes Crawford-yes Erskin-yes Reams-yes

Motion passed. City Attorney Joel Kurtz read by heading only

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

Second: Philpott

Roll Call: Philpott-yes Thorburn-yes Williams-yes Arnold-yes
 Barrett-yes Crawford-yes Erskin-yes Reams-yes

Motion passed.

- 5) **Proposed 2021 Budget:** The 2021 budget was presented for Council review. Mayor Johnston encouraged the council members to review their own schedules in order to set meetings in which to discuss.

*At this point in the meeting, Mayor Kevin Johnston asked the Council to consider adding address 117 N. Smith Ave., to the evenings agenda:

Motion: Barrett- so moved

Second: Arnold

Roll Call: Arnold-yes Barrett-yes Crawford-yes Erskin-yes
 Reams-yes Philpott-yes Thorburn-yes Williams-yes

Motion passed.

Mayor Johnston stated the upkeep, or lack thereof, of the property at 117 N. Smith Ave., had been brought to his attention. Discussion with the property owner, as well as the inspector, is planned in order to obtain ideas for improvement. Additional information will be provided at a later date.

ANNOUNCEMENTS AND COMMENTS

***Election Day, November 3, 2020**

***Planning Commission Meeting, November 19, 2020 @ 7:00p.m.**

***City Sales and Use & County Tax numbers for 2018-2020 were listed**

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

Motion: Thorburn- to adjourn this meeting

Second: Reams

All in favor. None opposed.

Motion passed. Meeting adjourned.

**CITY CLERK:
JENNY TROUT**

**MAYOR: KEVIN JOHNSTON
CITY OF GENTRY**

RESOLUTION NO. _____

CITY OF GENTRY, ARKANSAS

**RESOLUTION AUTHORIZING PURCHASE OF 2.00 ACRES
OF LAND AND RELATED EASEMENTS; AND FOR OTHER
PURPOSES**

WHEREAS, the City Council of the City of Gentry, Arkansas has determined that it is necessary to purchase certain lands off Y City Road on which to construct an elevated water tank, together with certain utility easements within which to construct waterlines thereto, which property and easements are more fully described in the attached Exhibit "A", and

WHEREAS, the City Council desires to authorize the Mayor of the City of Gentry to negotiate, execute, and consummate a purchase contract for the acquisition of such lands, now owned by Simmons Foods, Inc.

THEREFORE, BE IT RESOLVED by the City Council for the City of Gentry, that the Mayor is hereby authorized to negotiate the purchase of certain real property consisting of 2.00 acres, more or less, together with certain utility easements, for a purchase price not to exceed \$16,000.00, together with such additional sums as may be required in connection with the closing thereon, including the cost of a title policy, recording costs, transfer-tax costs, and other ancillary acquisition expenses.

The Mayor and the Director of Finance are further authorized to execute on behalf of the City of Gentry all related purchase contracts, closing documents, instruments, deeds, HUD Statements, title insurance and closing affidavits, and such other and further documents as may be required to complete and close such purchase.

PASSED and APPROVED in Regular Session this 7th day of December, 2020.

Kevin D. Johnston, Mayor

ATTEST:

Tonya Carney, Director of Finance

EXHIBIT "A"

PROPERTY DESCRIPTION

A part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty (30), Township Nineteen (19) North, Range Thirty-two (32) West, Benton County, Arkansas, being more particularly described as follows: Commencing at the Northeast corner of the said Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4); thence N87°31'50"W along the North line of said Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) a distance of 146.09 feet to the POINT OF BEGINNING; thence continuing along said North line N87°31'50"W a distance of 314.04 feet; thence leaving said North line S03°25'31"W a distance of 274.30 feet; thence S86°34'29"E a distance of 314.00 feet; thence N03°25'31"E a distance of 279.53 feet to the POINT OF BEGINNING, containing 86,951 square feet or 2.00 acres, more or less.

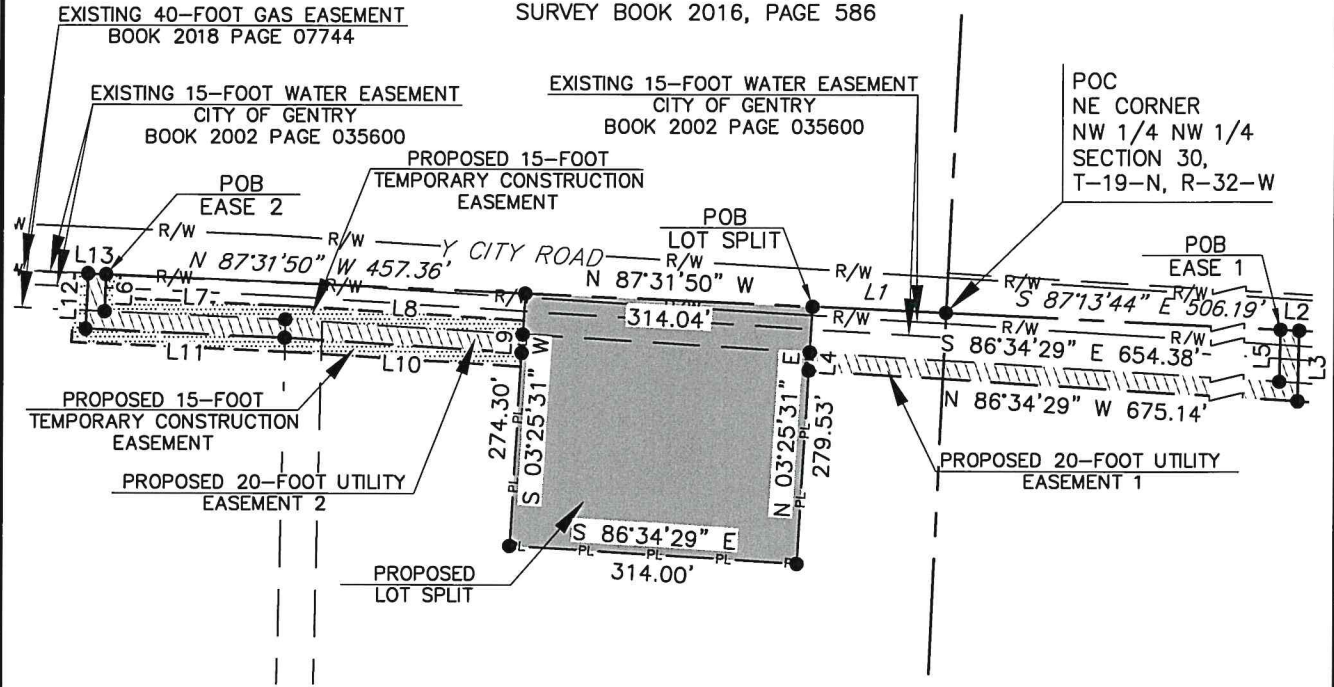
UTILITY EASEMENT 1 DESCRIPTION

A part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) and a part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty (30), Township Nineteen (19) North, Range Thirty-two (32) West, Benton County, Arkansas, being more particularly described as follows: Commencing at the Northeast corner of the said Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4); thence S87°13'44"E along the North line of said Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) a distance of 506.19 feet to the POINT OF BEGINNING; thence continuing along said North line S87°13'44"E a distance of 20.01 feet; thence leaving said North line S01°17'29"W a distance of 78.03 feet; thence N86°34'29"W a distance of 675.14 feet; thence N03°25'31"E a distance of 20.00 feet to a point on the South line of an existing 40-foot gas easement described at Book 2018, Page 07744; thence S86°34'29"E along said South line a distance of 654.38 feet; thence leaving said South line N01°17'29"E a distance of 57.79 feet to the POINT OF BEGINNING, containing 14,653 square feet or 0.34 acres, more or less.

UTILITY EASEMENT 2 DESCRIPTION

A part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty (30), Township Nineteen (19) North, Range Thirty-two (32) West, Benton County, Arkansas, being more particularly described as follows: Commencing at the Northeast corner of the said Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4); thence N87°31'50"W along the North line of said Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) a distance of 917.49 feet to the POINT OF BEGINNING; thence leaving said North line S02°26'04"W a distance of 40.06 feet to a point on the South line of an existing 40-foot gas easement described at Book 2018, Page 07744; thence S87°33'40"E along said South line a distance of 196.99 feet; thence continuing along said South line S86°34'29"E a distance of 259.65 feet; thence leaving said South line S03°25'31"W a distance of 20.00 feet; thence N86°34'29"W a distance of 259.17 feet; thence N87°33'35"W a distance of 217.12 feet; thence N02°26'04"E a distance of 60.07 feet to the North line of said Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4); thence S87°31'50"E along said North line a distance of 20.00 feet to the POINT OF BEGINNING, containing 10,331 square feet or 0.24 acres, more or less.

PARCEL NO. 18-11667-000
 SIMMONS FOODS, INC.
 RECORD DEED: BOOK 2018, PAGE 586
 SURVEY BOOK 2016, PAGE 586

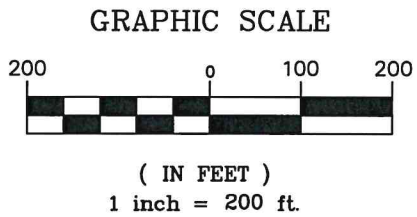


LINE	ANGLE	DISTANCE
L1	N 87°31'50" W	146.09'
L2	S 87°13'44" E	20.01'
L3	S 01°17'29" W	78.03'
L4	N 03°25'31" E	20.00'
L5	N 01°17'29" E	57.79'
L6	S 02°26'04" W	40.06'
L7	S 87°33'40" E	196.99'
L8	S 86°34'29" E	259.65'
L9	S 03°25'31" W	20.00'
L10	N 86°34'29" W	259.17'
L11	N 87°33'35" W	217.12'
L12	N 02°26'04" E	60.07'
L13	S 87°31'50" E	20.00'

AREA CALCULATIONS	SQ. FT.	ACRES
PROPOSED LOT SPLIT	86,951	2.00
PROPOSED WATER EASEMENT 1	14,653	0.34
PROPOSED WATER EASEMENT 2	10,331	0.24
PROPOSED TEMP. CONST. EASEMENT	15,496	0.36

LEGEND

- PL —— PL —— EXISTING PROPERTY LINE
- R/W —— EXISTING RIGHT OF WAY LINE
- R/W —— PROPOSED RIGHT OF WAY LINE
- —— EXISTING EASEMENT LINE
- —— PROPOSED EASEMENT LINE
- —— PROPOSED TEMP. CONST. EASEMENT LINE



THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

BEARINGS - GRID
 ARKANSAS NORTH ZONE



2049 EAST JOYCE BOULEVARD
 SUITE 400
 FAYETTEVILLE, ARKANSAS 72704
 479 527-9100

CITY OF GENTRY
 GENTRY, ARKANSAS
 Y CITY ROAD WATER
 STORAGE TANK



JOB NO.
 17048201
 EXHIBIT B

DATE
 DEC. 01, 2020
 TRACT
 2

RESOLUTION NO. _____

CITY OF GENTRY, ARKANSAS

A RESOLUTION ACCEPTING AND ADOPTING A BUDGET FOR THE CITY OF GENTRY FOR THE YEAR COMMENCING JANUARY 1, 2021, AND ENDING DECEMBER 31, 2021, 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, 2021, and ending December 31, 2021, 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 2021 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, 2021.

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 heretofore placed in effect in the City. 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 7th day of December, 2020.

Kevin D. Johnston, Mayor

Attest:

Tonya Carney, Director of Finance

ACT 209 Incarceration Fund
2021 BUDGET

Account Number		Annual Budget	
		Jan 2021	Dec 2021
Revenue & Expenditures			
Revenue			
401.010.013	ACT 209 REIMBURSEMENT		6,000.00
		Revenue	\$6,000.00
		Gross Profit	\$6,000.00
Expenses			
661.000.013	PRISONER HOUSING		6,000.00
		Expenses	\$6,000.00
Fund Balances			
	Beginning Fund Balance		0.00
	Net Change in Fund Balance		0.00
	Ending Fund Balance		0.00

Act 833 Fund
2021 BUDGET

Account Number	Annual Budget	
	Jan 2021	Dec 2021
Revenue & Expenditures		
Revenue		
401.016.016	ACT 833 STATE FUNDS	20,000.00
401.102.001	BEGINNING BALANCE	13,000.00
	Revenue	\$33,000.00
	Gross Profit	\$33,000.00
Expenses		
917.001.016	ACT 833 EXPENSE	33,000.00
	Expenses	\$33,000.00
Fund Balances		
	Beginning Fund Balance	0.00
	Net Change in Fund Balance	0.00
	Ending Fund Balance	0.00

General Fund
2021 BUDGET

Account Number	Annual Budget	
	Jan 2021	Dec 2021
Revenue & Expenditures		
Revenue		
General Revenues		
401.102.001	BEGINNING BALANCE	476,023.00
402.002.001	CITY SALES TAX	515,000.00
401.012.012	COUNTY SALES TAX	840,000.00
402.004.001	COUNTY TURNBACK	250,000.00
402.011.012	FEES-	37,150.00
402.010.001	FINES, FORFEITURES & COSTS	55,000.00
402.011.001	FRANCHISE TAX	140,000.00
402.000.001	GRANTS-	1,000.00
402.025.012	PERMITS-	36,500.00
402.029.001	SECURITY BANKCARD CASHBAC	350.00
402.015.001	SRO OFFICER REIMBURSEMENT	50,000.00
402.003.001	STATE TURNBACK	50,000.00
	General Revenues Totals	\$2,451,023.00
	Revenue	\$2,451,023.00
	Gross Profit	\$2,451,023.00
Expenses		
Activities Center		
501.012.001	BUILDING MAINT	1,000.00
501.036.001	GRANT PURCHASES	25,000.00
501.047.001	INSURANCE-BUILDING	500.00
501.094.001	UTILITIES	3,000.00
	Activities Center Totals	\$29,500.00
Administrative Dept		
501.002.001	ALDERMAN MEETING EXPENSE	17,000.00
501.007.001	APERS PAYMENTS	20,000.00
501.008.001	ASSOCIATION DUES	15,000.00
501.018.001	COMPUTER MTN/REPAIR	5,000.00
501.024.001	ELECTED OFFICIALS RETIREMENT	68,000.00
504.002.001	ELECTION EXPENSE	7,500.00
501.041.001	HOLIDAY SALARY	150.00
501.043.001	INSURANCE - MEDICAL	5,000.00
501.044.001	INSURANCE - UNEMPLOYMENT	1,000.00
501.045.001	INSURANCE - W/C	1,000.00
899.001.012	MAIN STREET GENTRY	40,000.00
501.057.001	MISCELLANEOUS EXPENSE	1,000.00
501.063.001	PAYROLL TAXES	15,000.00
501.072.001	PROFESSIONAL FEES/SERVICES	32,000.00
501.082.001	SALARIES	135,000.00
501.086.001	SUPPLIES	10,000.00
501.033.012	TRANSFER BETWEEN FUNDS	68,800.00
501.092.001	TRAVEL & MEETING EXPENSE	4,000.00
501.094.001	UTILITIES	8,000.00
	Administrative Dept Totals	\$453,450.00
Building Inspection		
501.007.001	APERS PAYMENTS	8,000.00
501.011.001	BLDG INSPECTION SALARIES	47,000.00
501.041.001	HOLIDAY SALARY	150.00
501.043.001	INSURANCE - MEDICAL	5,000.00
501.044.001	INSURANCE - UNEMPLOYMENT	250.00

General Fund
2021 BUDGET

Account Number	Annual Budget	
	Jan 2021	Dec 2021
Revenue & Expenditures		
Expenses		
Building Inspection		
501.045.001	INSURANCE - W/C	250.00
501.063.001	PAYROLL TAXES	4,000.00
501.086.001	SUPPLIES	6,500.00
501.092.001	TRAVEL & MEETING EXPENSE	250.00
	Building Inspection Totals	\$71,400.00
Court		
501.012.001	BUILDING MAINT	1,000.00
501.020.001	COURT COSTS	41,000.00
501.047.001	INSURANCE-BUILDING	1,000.00
501.063.001	PAYROLL TAXES	2,800.00
501.082.001	SALARIES	34,000.00
501.094.001	UTILITIES	1,500.00
	Court Totals	\$81,300.00
Fire Dept		
501.008.001	ASSOCIATION DUES	500.00
501.012.001	BUILDING MAINT	10,000.00
501.025.001	EMS	72,500.00
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	9,000.00
501.037.011	GRANT -- FIRE DEPT.	500.00
501.038.001	HAZMAT-INTERLOCAL	1,300.00
501.039.001	HOLIDAY PAY	4,000.00
501.041.001	HOLIDAY SALARY	1,200.00
501.043.001	INSURANCE - MEDICAL	10,000.00
501.044.001	INSURANCE - UNEMPLOYMENT	3,000.00
501.045.001	INSURANCE - W/C	7,000.00
501.047.001	INSURANCE-BUILDING	7,000.00
501.048.001	INSURANCE-VEHICLE	13,000.00
501.060.001	NEW HIRE	500.00
501.063.001	PAYROLL TAXES	15,000.00
501.076.001	RADIO PURCHASE & REPAIR	10,000.00
501.007.001	RETIREMENT	14,000.00
501.082.001	SALARIES	175,000.00
501.083.001	SCBAS BREATHING APPARATUS	15,000.00
501.086.001	SUPPLIES	6,500.00
501.088.001	SUPPLIES-MEDICAL EQUIP	3,000.00
501.090.001	TRAINING	3,000.00
501.093.001	UNIFORMS	1,500.00
501.094.001	UTILITIES	25,000.00
501.096.001	VEHICLE MAINTENANCE	20,000.00
	Fire Dept Totals	\$479,000.00
Park Dept		
501.007.001	APERS PAYMENTS	6,000.00
501.035.001	FUEL EXPENSE	4,500.00
501.001.022	GRANTS-	136,823.00
501.041.001	HOLIDAY SALARY	150.00
501.043.001	INSURANCE - MEDICAL	5,000.00

General Fund
2021 BUDGET

Account Number	Annual Budget	
	Jan 2021	Dec 2021
Revenue & Expenditures		
Expenses		
Park Dept		
501.044.001	INSURANCE - UNEMPLOYMENT	400.00
501.045.001	INSURANCE - W/C	1,000.00
501.047.001	INSURANCE-BUILDING	5,000.00
501.053.002	OPERATING AND MAINTENANCE	8,000.00
501.063.001	PAYROLL TAXES	3,000.00
501.082.001	SALARIES	35,000.00
501.094.001	UTILITIES	4,000.00
	Park Dept Totals	\$208,873.00
Planning Commission		
501.063.001	PAYROLL TAXES	1,500.00
501.082.001	SALARIES	15,000.00
	Planning Commission Totals	\$16,500.00
Police Dept		
501.003.001	ANIMAL CONTROL - CARE	4,000.00
501.007.001	APERS PAYMENTS	8,000.00
501.008.001	ASSOCIATION DUES	250.00
501.012.001	BUILDING MAINT	5,000.00
501.222.001	COMPUTER EXPENSES	9,000.00
501.035.001	FUEL EXPENSE	30,000.00
501.039.001	HOLIDAY PAY	25,000.00
501.041.001	HOLIDAY SALARY	3,000.00
501.043.001	INSURANCE - MEDICAL	55,000.00
501.044.001	INSURANCE - UNEMPLOYMENT	6,000.00
501.045.001	INSURANCE - W/C	9,000.00
501.047.001	INSURANCE-BUILDING	3,000.00
501.048.001	INSURANCE-VEHICLE	6,000.00
504.008.001	LEADS ONLINE	2,000.00
501.060.001	NEW HIRE	2,000.00
908.000.002	NEW UNIT	33,000.00
501.063.001	PAYROLL TAXES	60,000.00
501.075.001	RADAR EQUIPMENT	1,000.00
501.076.001	RADIO PURCHASE & REPAIR	10,000.00
501.007.001	RETIREMENT	142,000.00
501.081.001	SAFETY EQUIPMENT	5,000.00
501.082.001	SALARIES	615,000.00
501.086.001	SUPPLIES	18,750.00
501.090.001	TRAINING	4,000.00
501.093.001	UNIFORMS	6,000.00
501.094.001	UTILITIES	24,000.00
501.096.001	VEHICLE MAINTENANCE	25,000.00
	Police Dept Totals	\$1,111,000.00
	Expenses	\$2,451,023.00
	Revenue Less Expenditures	\$0.00
	Net Change in Fund Balance	\$0.00

Fund Balances

Beginning Fund Balance	0.00
Net Change in Fund Balance	0.00
Ending Fund Balance	0.00
Report Totals	\$7,353,069.00

Library Fund
2021 BUDGET

Account Number	Annual Budget Jan 2021 Dec 2021
Revenue & Expenditures	
Revenue	
401.102.001	BEGINNING BALANCE 21,000.00
402.002.001	CITY SALES TAX 80,000.00
403.002.102	COMMUNITY ROOM RENTAL 500.00
403.005.102	LIBRARY REVENUES 1,500.00
499.014.001	TRANSFER BETWEEN FUNDS 68,800.00
	Revenue <u>\$171,800.00</u>
	Gross Profit <u>\$171,800.00</u>
Expenses	
501.007.001	APERS PAYMENTS 13,000.00
501.012.001	BUILDING MAINT 16,000.00
501.222.001	COMPUTER EXPENSES 8,000.00
501.026.001	EQUIPMENT 3,500.00
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 5,000.00
700.025.102	JBU WORK/STUDY 500.00
501.057.001	MISCELLANEOUS EXPENSE 500.00
501.060.001	NEW HIRE 500.00
501.063.001	PAYROLL TAXES 6,500.00
501.082.001	SALARIES 80,000.00
700.020.102	SUBSCRIPTIONS 550.00
501.086.001	SUPPLIES 6,000.00
501.092.001	TRAVEL & MEETING EXPENSE 500.00
501.094.001	UTILITIES 24,000.00
	Expenses <u>\$171,800.00</u>
Fund Balances	
	Beginning Fund Balance 0.00
	Net Change in Fund Balance 0.00
	Ending Fund Balance 0.00

Park
2021 BUDGET

Account Number	Annual Budget	
	Jan 2021	Dec 2021
Revenue & Expenditures		
Revenue		
401.102.001	BEGINNING BALANCE	4,500,000.00
402.002.001	CITY SALES TAX	296,000.00
	Revenue	\$4,796,000.00
	Gross Profit	\$4,796,000.00
Expenses		
105.102.101	BOND PAYMENT	296,000.00
501.180.001	PARK MASTER PLAN	4,500,000.00
	Expenses	\$4,796,000.00
Fund Balances		
	Beginning Fund Balance	0.00
	Net Change in Fund Balance	0.00
	Ending Fund Balance	0.00

Sewer
2021 BUDGET

Account Number	Annual Budget
	Jan 2021
	Dec 2021

Revenue & Expenditures

Revenue

4011	BEGINNING BALANCE	224,000.00
4002	SEWER COLLECTIONS	353,000.00
	Revenue	\$577,000.00
	Gross Profit	\$577,000.00

Expenses

5006	APERS PAYMENTS	16,000.00
5220	CHEMICALS	7,200.00
5003	CONTRACT LABOR	1,000.00
7020	EQUIPMENT	140,000.00
5100	FUEL & OIL	4,000.00
5013	HOLIDAY SALARY	300.00
5150	INSURANCE - BUILDING	1,500.00
5151	INSURANCE - MEDICAL	10,000.00
5007	INSURANCE - UNEMPLOYMENT	1,000.00
5152	INSURANCE - VEHICLE	1,500.00
6005	INSURANCE - W/C	1,500.00
5200	LABORATORY TESTS	11,000.00
7140	MANHOLE RPLCMNT	7,000.00
5090	MATERIALS & SUPPLIES	50,000.00
5014	PAYROLL TAXES	9,000.00
5160	PROFESSIONAL FEES	140,000.00
7110	SAFETY EQUIPMENT	500.00
5000	SALARIES	100,000.00
5170	SALES TAX PAID	35,000.00
5140	SCHOOLS & TRAINING	500.00
5270	SLUDGE HAUL	10,000.00
5126	SOLID WASTE MANAGEMENT	13,000.00
5120	UNIFORMS	1,000.00
5055	UTILITIES	15,000.00
5113	VEHICLE MAINTENANCE	1,000.00
	Expenses	\$577,000.00

Fund Balances

Beginning Fund Balance	0.00
Net Change in Fund Balance	0.00
Ending Fund Balance	0.00

Solid Waste Fund
2021 BUDGET

Account Number	Annual Budget	
	Jan 2021	Dec 2021
Revenue & Expenditures		
Revenue		
401.102.001	BEGINNING BALANCE	15,650.00
499.001.055	WATER & SEWER PAYMENTS	9,500.00
	Revenue	\$25,150.00
	Gross Profit	\$25,150.00
Expenses		
755.001.055	ANIMAL WASTE EXPENSES	1,000.00
501.041.001	HOLIDAY SALARY	75.00
501.044.001	INSURANCE - UNEMPLOYMENT	225.00
501.045.001	INSURANCE - W/C	250.00
501.053.002	OPERATING AND MAINTENANCE	5,500.00
501.063.001	PAYROLL TAXES	1,000.00
501.082.001	SALARIES	12,000.00
755.003.055	SOLID WASTE MANAGEMENT	5,100.00
	Expenses	\$25,150.00
Fund Balances		
	Beginning Fund Balance	0.00
	Net Change in Fund Balance	0.00
	Ending Fund Balance	0.00

Street & Alley Fund
2021 BUDGET

Account Number	Annual Budget	
	Jan 2021	Dec 2021

Revenue & Expenditures

Revenue

401.102.001	BEGINNING BALANCE	39,450.00
402.002.001	CITY SALES TAX	410,000.00
402.004.001	COUNTY TURNBACK	48,000.00
402.000.001	GRANTS-	39,000.00
402.003.001	STATE TURNBACK	240,000.00

Revenue	\$776,450.00
Gross Profit	\$776,450.00

Expenses

501.002.001	ALDERMAN MEETING EXPENSE	8,500.00
501.007.001	APERS PAYMENTS	30,000.00
501.035.001	FUEL EXPENSE	14,000.00
501.001.022	GRANTS-	337,000.00
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	6,500.00
501.048.001	INSURANCE-VEHICLE	5,000.00
501.060.001	NEW HIRE	500.00
501.053.002	OPERATING AND MAINTENANCE	100,000.00
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	185,000.00
501.084.001	SCHOOLS & TRAINING	500.00
501.093.001	UNIFORMS	2,500.00
501.094.001	UTILITIES	35,000.00

Expenses	\$776,450.00
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Fund Balances

Beginning Fund Balance	0.00
Net Change in Fund Balance	0.00
Ending Fund Balance	0.00

Water Fund
2021 BUDGET

Account Number		Annual Budget Jan 2021 Dec 2021
Revenue & Expenditures		
Revenue		
4011	BEGINNING BALANCE	200,000.00
4000	WATER/TRASH-	4,500,000.00
	Revenue	\$4,700,000.00
	Gross Profit	\$4,700,000.00
Expenses		
5300	ACT 903 FED CLEAN	12,500.00
5163	ALDERMAN MEETING EXPENSE	8,500.00
5006	APERS PAYMENTS	50,500.00
5080	ASSOCIATION DUES	5,000.00
5161	AUDITING SERVICES	16,000.00
5127	BOND PAYMENTS	236,000.00
5112	BUILDING MAINT	20,000.00
7040	COMPUTER EXPENSES	12,000.00
5003	CONTRACT LABOR	11,000.00
7020	EQUIPMENT	110,000.00
5125	FIRE SINKING FUND	20,000.00
5100	FUEL & OIL	30,000.00
5013	HOLIDAY SALARY	2,000.00
5150	INSURANCE - BUILDING	6,500.00
5151	INSURANCE - MEDICAL	45,000.00
5007	INSURANCE - UNEMPLOYMENT	7,000.00
5152	INSURANCE - VEHICLE	12,000.00
6005	INSURANCE - W/C	13,000.00
5090	MATERIALS & SUPPLIES	200,000.00
7035	METER SYSTEM/REP	75,000.00
5015	NEW HIRE	1,000.00
5030	OFFICE SUPPLIES	7,000.00
5014	PAYROLL TAXES	30,000.00
5040	POSTAGE EXPENSE	30,000.00
5160	PROFESSIONAL FEES	25,000.00
7110	SAFETY EQUIPMENT	2,500.00
5000	SALARIES	350,000.00
5170	SALES TAX PAID	180,000.00
5190	SANITATION PAYMENTS	375,000.00
5140	SCHOOLS & TRAINING	2,000.00
5120	UNIFORMS	3,000.00
5055	UTILITIES	55,000.00
5113	VEHICLE MAINTENANCE	12,000.00
5210	WATER PURCHASED	2,500,000.00
5137	WTR. TOWER BOND PAYMENT	235,500.00
	Expenses	\$4,700,000.00
Fund Balances		
	Beginning Fund Balance	0.00
	Net Change in Fund Balance	0.00
	Ending Fund Balance	0.00

ORDINANCE NO. _____

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; and

WHEREAS, the City's proposed budget for 2021 includes cost-of-living increases for all City elected officials;

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

Section 1. Effective January 1, 2021, the annual compensation for Gentry elected officials and Planning Commission members shall be as shown below:

<u>Position</u>	<u>Pay</u>
City Council Members	\$3,237.56 plus \$134.90 per special meeting
Planning Commission Members	\$151.09 per meeting attended plus \$75.54 per special meeting attended
Mayor	\$59,228.07
City Clerk	\$4,662.08
City Attorney	\$32,916.14 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, 2021.

PASSED AND APPROVED this 7th day of December 2020.

Kevin D. Johnston, Mayor

ATTEST:

Tonya Carney, Director of Finance

ORDINANCE NO. _____

CITY OF GENTRY, ARKANSAS

**AN ORDINANCE ACCEPTING THE FINAL PLAT OF SUNSET RIDGE
SUBDIVISION PHASES 2B AND 4, GENTRY, ARKANSAS; AND FOR
OTHER PURPOSES.**

WHEREAS, the Final Plat of Sunset Ridge Subdivision Phases 2B and 4, 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; and

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 Sunset Ridge Subdivision Phases 2B and 4, 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 this 7th day of December 2020.

Kevin D. Johnston, Mayor

Attest:

Tonya Carney, Director of Finance

RESOLUTION NO. _____

CITY OF GENTRY, ARKANSAS

**RESOLUTION AUTHORIZING EXECUTION OF AN INTERAGENCY
SERVICE AGREEMENT WITH THE BENTON COUNTY REGIONAL SOLID
WASTE MANAGEMENT DISTRICT; AND FOR OTHER PURPOSES**

WHEREAS, in order to fund continued operation of the Benton County Convenience Center Program and provide for the disposal of certain household waste, the Benton County Regional Solid Waste Management District has proposed new service rates for participating cities, to go into effect January 1, 2021;

WHEREAS, a copy of the proposed Inter-Agency Service Agreement implementing the new service rates is attached as an Exhibit hereto;

THEREFORE, BE IT RESOLVED by the City Council for the City of Gentry, that the terms of the proposed Inter-Agency Service Agreement, including the revised service rates, are hereby approved. The Mayor of the City of Gentry is authorized to execute said Agreement on behalf of the City of Gentry, thereby continuing the City's participation in the Benton County Convenience Center Program.

PASSED and APPROVED this 7th day of December 2020.

Kevin D. Johnston, Mayor

ATTEST:

Tonya Carney, Director of Finance

Inter-Agency Service Agreement for the Operation of the Benton County Convenience Center Program

This Interagency Service Agreement ("Agreement") has been made and entered into by and between **Benton County Regional Solid Waste Management District** ("District"), **Benton County** ("County") and participating cities within Benton County, Arkansas (collectively referred to as "Cities").

This document has been developed by the District and jointly agreed upon by the County and the Cities.

Article 1) Effective Date

This agreement will go into effect on January 1, 2021.

Article 2) Parties

The parties to this agreement include the District, the County and the participating cities as identified by execution of this agreement in Article 9.

Article 3) Purpose

This agreement is entered into for the purpose of ensuring the continued operation of the Benton County Convenience Center Program for the 2021 calendar year including the operation of the primary facility in Centerton as well as one satellite located in the City of Rogers and one satellite located in the City of Siloam Springs. The implementation of this agreement will be guided by the following objectives:

To provide for the convenient disposal of specified household bulky waste and specialty waste materials.

To reduce or prevent the incidence of illegal dumping.

To define the responsibilities of each respective party to the agreement.

To increase coordination/collaboration between the parties to the agreement.

To maintain clear communication between agencies.

To prevent duplication, overlap, and/or fragmentation of effort and/or services.

To provide outreach and increase public awareness of the program.

To specify the reimbursement and financial arrangements applicable.

To promote timely sharing of programmatic data.

Article 4) Program Operations

PROGRAM EXCLUSIVELY FOR HOUSEHOLDS OF BENTON COUNTY

The Convenience Center Program will be utilized only by households in Benton County and will accept only items specified as Acceptable Materials as listed in **Article 6**. All non-household entities will be banned from using the program including, but not limited to: farms, churches, government agencies, non-profits, businesses, schools, etc.

OPERATING HOURS

Normal operating hours of the program will be:

LOCATION	DAYS OF OPERATION	HOURS
CENTERTON	TUESDAY – SATURDAY	8:00 a.m. to 11:00 a.m. (Closed 11:00 a.m. to 12:00 p.m.) 12:00 p.m. to 3:00 p.m.

ROGERS	TUESDAY – FRIDAY 2 ND & 4 TH SATURDAYS/MONTH	8:00 a.m. to 11:00 a.m. (Closed 11:00 a.m. to 12:00 p.m.) 12:00 p.m. to 3:00 p.m.
SILOAM SPRINGS	1 ST & 3 RD SATURDAYS/MONTH	8:00 a.m. to 12:00 p.m.

The program will be closed on the following 2021 dates:

- Friday, January 1st for New Year's Day
- Monday, January 18th for Dr. Martin Luther King Jr's Birthday
- Monday, February 15th for George Washington's Birthday/Daisy Gatson Bates Day
- Saturday, May 29, 2021 and Monday, May 31st for Memorial Day break
- Monday, July 5th for Independence Day
- Saturday, September 4, 2021 and Monday, September 6th for Labor Day break
- Thursday, November 11th for Veterans Day
- Thursday, November 25th, Friday, November 26th and Saturday, November 27th for Thanksgiving break
- Thursday, December 23rd, Friday, December 24th and Saturday, December 25th for Christmas break
- Friday, December 31st for New Year's Day 2022

The program will be closed, without advance notice due, during periods of severe inclement weather as determined by closures of the County Administration. District staff will immediately publish notice of the closure on the District's website and social media.

The program may occasionally be closed, without advance notice due, during any other event or circumstance which may place the District staff and/or the citizens utilizing the program in danger as determined by the District Director.

CUSTOMER IDENTIFICATION AND INFORMATION TRACKING SYSTEM

Anyone utilizing the Convenience Center program will be required to present a government-issued photo identification card. Anyone unable or unwilling to provide government-issued photo identification will not be allowed to utilize the facility.

If the address on the ID provided is not current or valid, the customer will be required to also supply a current document proving residency within Benton County, such as a utility bill or lease agreement.

The ID may be swiped on a mobile communication device and data recorded electronically into a digital tracking system. Alternatively, pertinent information may either be recorded on a paper tracking system or some combination of electronic and paper system. If utilized, the tracking system will not store the date of birth, driver's license number, or other document number from the ID but will store the name and address.

SAFETY PRECAUTIONS REQUIRED

All individuals seeking to utilize the Program and anyone seeking to enter a District-operated facility, including all passengers in a vehicle, will be required to comply with all safety precautions and/or requirements as established by either the U.S. Centers for Disease Control, the State of Arkansas, the Arkansas Department of Health, any local ordinance and any established safety protocols implemented by the District.

COMPLIANCE OF CUSTOMERS

The District may decline to serve a person seeking to utilize the Program until he/she has complied with all regulations, protocols and the reasonable rules of the Program. Refusal to follow instructions on placement of materials or aggressive behavior, profanity, threatening statements or other dangerous or inappropriate behavior are not allowed by anyone at any of the Program locations. Customers or visitors who refuse to cease these behaviors will be denied Program services and will be required to leave the premises immediately. Failure to leave the premises once instructed to do so will result in

District staff seeking the assistance of local law enforcement to ensure the protection of District staff and others present. Repeated offenses by any individual will be documented and may result in permanent barring from the Program and/or District-operated facilities.

Article 5) Responsibilities

RESPONSIBILITIES OF THE DISTRICT:

The District will administer the Program and will supervise the staff responsible for operation of the Program.

The District will provide all staff, supplies and equipment necessary for normal operation of the Convenience Center locations including but not limited to: forklift and/or skidsteer, fuel, personal protective equipment, pallets and stretch wrap.

District staff will obtain the photo identification of each person seeking to utilize the Convenience Center program, and will ensure that adequate proof of residency is established before any material is accepted and will accurately record the required information into the tracking system.

District staff will visually inspect all incoming materials prior to acceptance, will inform the citizen of any unacceptable material, and will make information available about disposal facilities for materials not accepted through the Convenience Center program

District staff will accept specified Acceptable Materials as listed in **Article 6** which are generated by a Benton County household and delivered by a member of the household according to program rules during program hours.

The District will utilize signage, flyers, websites, and other available methods to communicate the hours for each location, Holiday schedule, weather or emergency closings.

The District will provide supervision of Work Program workers assigned to the District who will assist citizens with unloading of materials and otherwise perform labor at the Satellite locations.

The District will seek to minimize the disposal costs by: compacting waste as fully as possible to maximize the use of the roll off containers; only having containers exchanged when they are full; and by seeking lower-cost alternatives.

The District will transport household hazardous waste and other materials as needed from Convenience Center Satellite locations to the District Facility and combine waste with other Convenience Center materials.

The District will recover refrigerant from appliances either at a Satellite location or will transport refrigerant-containing items to the District Facility for processing.

The District will provide insurance coverage for each location to cover liability, equipment and buildings, and workers compensation for District staff.

The District will provide an electronic quarterly report to the County and participating Cities by the 21st of the month following the end of a calendar quarter which will include a summary of the material collected at each location including:

- Number of loads received
- Number of HHW users
- Number of items of each type received
- District revenue from sale of metal received through the convenience center program
- District expenditures related to the operation of the convenience center program

During 2021, the District will conduct a Needs Assessment and develop a 10-year plan for management of all solid wastes generated in Benton County. If the Convenience Center Program is identified as a continuing need beyond calendar year 2021, the District will seek to identify other funding mechanisms and operation strategies for the Program to begin in calendar year 2022 in order to reduce or eliminate the need for Program Contributions by the other parties to this agreement.

The District Board will re-evaluate the 2021 Program Contributions for each party to the agreement during each quarterly Board meeting.

RESPONSIBILITIES OF THE COUNTY:

The County will be responsible for the costs of disposal of acceptable bulky waste and furniture, as identified in **Article 6**, collected through the Program. The County will select and contract directly with a licensed waste hauler to obtain roll off containers sufficient to accommodate the volume of materials typically collected at each location. The County will pay directly to the hauler for the full costs associated with the disposal service. The County will ensure through contract language that the hauler provides prompt removal of full containers and replacement with empty containers upon request or schedule established by the District. The District will seek to minimize the County's disposal costs by compacting waste as fully as possible based upon the capabilities of the equipment available to the District and having containers exchanged when they are filled to capacity.

The County will be responsible for payment of any costs in excess of the \$30,000.00 for the disposal of acceptable household hazardous waste materials (HHW), as shown in **Exhibit A**. The District will seek to minimize the County's disposal costs for HHW disposal by bulking and packaging HHW materials to achieve density prior to shipping. The County will pay to the District the amount in excess based upon invoices received from the District at the end of each calendar quarter.

To the extent that workers are assigned by the courts, the County will assign Benton County Work Program workers to facilitate the reasonable labor needs of the Convenience Center locations.

The County will facilitate advertising of the Satellite locations using County funds as available.

RESPONSIBILITIES OF THE HOST CITIES:

The City of Rogers and the City of Siloam Spring will serve as host cities (Host City) for the location of a satellite operation of the Convenience Center Program. The satellite locations are:

Rogers Satellite Located on the property of: Rogers Yard Waste Facility 2307 N Arkansas St Rogers, AR 72756	Siloam Springs Satellite Located on the property of: Siloam Springs Sanitation Department 1108 E Ashley St Siloam Springs, AR 72761
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Each Host City will provide space for a Convenience Center Satellite, at the locations identified above, for the on-going placement of necessary District-owned equipment and/or structures required for the operation of the Satellite such as an office shed, up to three (3) shipping containers and/or carports, up to four (4) roll-off containers, a tire collection trailer, a skid steer, cooking oil tank, pallets and other supplies, and space for storage of appliances manufactured to contain refrigerant prior to evacuation or transport.

Each Host City will include all areas surrounding the Satellite on insurance coverage obtained by the Host City which would cover liability, damages, or workers compensation for Host City staff.

Each Host City agrees to maintain the Satellite ingress and egress paths in a condition adequate to ensure the safe travel of anyone accessing the Satellite. The Host City agrees to provide equipment and labor needed for grading and placement of fill, as needed, to prevent excessive mud and/or ponding of water in drive lanes and operating areas where firm surface is required to conduct operations. The District will provide the gravel necessary for these activities.

The Host City agrees to maintain controlled access through fencing, barriers, and locked gates sufficient to prevent the illegal dumping of material during times when the Satellite is not in operation. If the Host City conducts operations adjacent to the Satellite during times the Satellite is not in operation, the Host City will take all steps necessary to ensure that access to and use of the Satellite area, disposal containers, equipment and structures is prevented. The Host City staff will not knowingly allow anyone to dispose of any material or place any material in the area provided for the Satellite when District staff is not present. The Host City accepts responsibility for the costs of disposal for all items illegally dumped if access is not properly controlled by the Host City during times the Satellite is not in

operation.

Article 6) Acceptable Materials, Volumes and Fees

ACCEPTABLE MATERIALS

Only the following materials generated by a Benton County household, in quantities not exceeding the listed Monthly Limit per Household during a calendar month, will be accepted at no charge by the Program.

Item	Description / Information	Monthly Limit Per HH	Maximum Fee
Non-Recyclable Household Items	Furniture and common household items which will not fit inside a typical household trash container such as: couch, chair, bed, table, vacuum, large playground equipment, oversized toy, car seat, etc. Each mattress unit (individual mattress or box spring) counts as 1 item. Hot tubs will not be accepted.	2 Free Items	\$10.00 each per extra item
Household Hazardous Waste	Common household products, as listed in Appendix A, which have one or more hazardous components. Appendix A will be strictly followed as to material and volume limits.	Allowed materials & volumes (Appendix A)	\$5.00 User fee per visit + Fee for excess (Appendix A)
Household Electronics	Must contain a circuit board and a power cord; hardware peripherals (mouse, keyboard, etc.) also accepted.	No Free Items	\$6.00 each
Household Refrigerated Appliances (manufactured to contain refrigerant)	Refrigerator, freezer, dehumidifier, window air conditioner, etc. All food must be removed prior to delivery.	No Free Items	\$10.00 each
Metal Items	Grill, bicycle, metal fencing, metal table/chair, metal bed frame, etc. Must be at least 90% metal.	Unlimited Free Items	N/A
Non-refrigerated Large Appliances	Washer, dryer, ranger, dishwasher, water heater, etc. (Small appliances are not accepted and should be disposed in household trash.)	Unlimited Free Items	N/A
Tires	Tires of any size; 4 free per adult resident; fees may apply for tires on rim.	4 tires	\$3.00 each

All other materials will be excluded from the Program including but not limited to:

- Household trash or garbage
- Material believed to be generated by a non-household entity (Commercial, industrial, business, church, farm, landlords, etc.).
- Any building materials such as cabinets designed to be attached to a wall, plumbing fixtures, construction and/or demolition debris, scrap lumber, windows, doors, etc.
- "Green" yard waste such as tree limbs, leaves, grass clippings, brush, etc.

FEES

A fee will be charged on each item for which there is no allowed free quantity and for each item received in excess of the allowed monthly limit per household. Sales tax is included in the fee as applicable.

District staff will accurately count the items and materials delivered and will determine any fees owed on each load. District staff will prepare a sales receipt documenting the quantity, item and fee and will collect the total required fees from the citizen. A copy of the receipt will be provided to the customer.

Acceptable payment methods will include cash, check with proper photo identification, and credit card with proper photo identification. A processing fee will be charged in addition to the total owed on each credit card transaction.

The District may elect to charge a fee for material not specifically listed in this agreement as Acceptable Materials and on any non-household, business or commercially generated material. Fees for materials not included in this agreement will be established by the District based upon the full cost of collection, handling and disposal or recycling of each material. The District will determine the ability to collect materials not covered by this agreement based upon space at each at each site, staffing and other needs.

FEES ON NON-RECYCLABLE HOUSEHOLD ITEMS

Fees collected by the District on excess non-recyclable household items, which are disposed in the roll off containers provided by the County, will be tracked by the District as a separate line item. Pursuant to the responsibilities of the County as identified in Article 5, total fees collected each quarter on non-recyclable household items will be payable to the County.

OWNERSHIP OF COLLECTED MATERIALS

Upon delivery of material to a Convenience Center location, the District will take ownership of all scrap metal and other recyclable materials (including electronic waste) and any items suitable for reuse or resale which may be generated by the Convenience Center program. Revenue generated from the sale of items collected through the Program will be applied to the expenses of the program. Any excess revenue will reduce the amount owed by each of the Parties to this agreement using the proportional percentage calculations as provided in Article 7.

Article 7) Compensation

The District has projected the total operating costs for the Convenience Center Program for the 2021 calendar year to be \$235,299.14. This includes operations and administrative personnel, operating and maintenance expenses and minimal capital expenses.

In exchange for the District providing the service of operating the Convenience Center Program, the County and the participating Cities agree to make payment to the District on a quarterly basis for all costs associated with operation of the Program. The costs will be shared equitably, based upon each City's current estimated population and the County's estimated population comprised of the unincorporated areas of the District combined with the populations of small municipalities (less than 2,000 total certified population). Population projections were provided by the Northwest Arkansas Planning Commission. Each entity's estimated population has been divided by the total estimated District population to determine the percentage of costs to be applied to each participating City and the County.

By executing this agreement, each participating City agrees to pay to the District one-quarter of the amount due, as shown in Table 1 below, on the 1st day of each calendar quarter. The District will provide an invoice to each participating entity by electronic mail to be due on the 1st day of the quarter.

Table 1.

Entity	% of Population	2021 Program Contribution
City of Bella Vista	10.44%	\$ 24,567.49
City of Bentonville	20.66%	\$ 48,613.20
City of Centerton	6.18%	\$ 14,531.44
City of Gentry	1.47%	\$ 3,450.15

City of Gravette	1.28%	\$	3,004.24
City of Little Flock	1.01%	\$	2,367.82
City of Lowell	3.52%	\$	8,284.42
City of Pea Ridge	2.29%	\$	5,388.07
City of Rogers	25.17%	\$	59,214.86
City of Siloam Springs	6.21%	\$	14,622.48
City of Springdale	3.72%	\$	8,744.88

By executing this agreement, the County agrees to pay to the District one-quarter of the amount of **\$42,510.09** on the 1st day of each calendar quarter. The District will provide an invoice to the County by electronic mail to be due on the 1st day of the quarter.

The participating Cities and the County acknowledge that the 2021 Program Contribution is supplemental to, and does not reduce, the entity's financial obligation to pay the annual Member Contribution of \$0.50 per person of certified population.

Article 8) Terms and Conditions

CONTINGENCIES

The District's performance under this agreement will be contingent upon all applicable Local, State and Federal Laws, Ordinances, Rules and/or Regulations as well as the receipt of payments from the Cities and the County in amounts sufficient to finance the program. This contract may be canceled without any further obligation on the part of the District in the event that sufficient revenue is unavailable to assure full performance of the terms. The District will notify all other parties to this agreement in writing of such insufficient revenue at the earliest opportunity.

SEVERABILITY

If any provision of this agreement or the application thereof to any person or circumstance is found by a court of competent jurisdiction to be invalid, such invalidity shall not affect other provisions or applications of this agreement, which can be given effect without the invalid provision or application, and to this end the provisions of the agreement shall be considered severable. The parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision.

ENTIRE AGREEMENT

This foregoing constitutes the entire agreement between the Parties with respect to the subject matter hereof, and it shall be binding on and shall inure to the benefit of the Parties hereto and their successors. No party shall have the right to assign this agreement.

CHOICE OF LAW

This agreement shall be governed in all respects by and construed in accordance the laws of the State of Arkansas, without regard to its conflict of laws principles.

DURATION

This agreement is to remain in effect until December 31, 2021 and may not be amended without the mutual agreement by all parties to the agreement. Proposed amendment requires notice by the party requesting such to the other parties, sent by certified mail to the attention of the signee at the addresses shown below for each of the other parties.

Article 9) Signatures

BY SIGNATURE BELOW, on the date indicated, this Agreement is executed by each of the hereinafter set-forth local governments to be effective as provided in Article 1 of this Agreement.

Benton County Regional Solid Waste Management District Attn: Wendy Bland, Director 5702 Brookside Rd Bentonville, AR 72713	Signed by Chairman Jackie Crabtree Date:
Benton County Attn: Judge Barry Moehring 215 E Central Ave Bentonville, AR 72713	Signed by Judge Barry Moehring Date:
City of Bella Vista Attn: Mayor Peter Christie P O Box 5655 Bella Vista AR 72714	Signed by Mayor Peter Christie Date:
City of Bentonville Attn: Mr. Gary Wilson 117 W Central Ave Bentonville, AR 72712	Signed by Mayor Stephanie Orman Date:
City of Centerton Attn: Mayor Bill Edwards P O Box 208 Centerton AR 72719	Signed by Mayor Bill Edwards Date:
City of Gentry Attn: Mayor Kevin D. Johnston 101 West Main Street Gentry AR 72734	Signed by Mayor Kevin Johnston Date:
City of Gravette Mayor Kurt Maddox 604 First Ave. SE Gravette, AR 72736	Signed by Mayor Kurt Maddox Date:
City of Little Flock Attn: Mayor Tracy Englebrecht 1500 Little Flock Drive Rogers AR 72756	Signed by Mayor Tracy Englebrecht Date:
City of Lowell Attn: Mayor Chris Moore 216 N. Lincoln St. Lowell, AR 72745	Signed by Mayor Chris Moore Date:
City of Pea Ridge Attn: Mayor Jackie Crabtree P O Box 29 Pea Ridge, AR 72751	Signed by Mayor Jackie Crabtree Date:
City of Rogers Attn: Mr. Jerrold Haley 301W Chestnut St Rogers AR 72756	Signed by Mayor Greg Hines Date:
City of Siloam Springs Attn: Mr. Steve Gorszyck P O Box 80 Siloam Springs, AR 72761	Signed by Mayor John Mark Turner Date:

Inter-agency Service Agreement

Appendix (Exhibit) A

Allowed Household Hazardous Waste materials and volumes

Waste Category	Monthly (Free) Limit Per Household	Excess Material	
		Price	Unit
Aerosols	5 cans	\$1.00	Per Can
Anti-freeze	Up to 5 gallons	\$2.00	Per Gallon
Ballasts (non-PCB)	No Limit	N/A	N/A
Ballasts (PCB)	Up to 2 ballasts	\$2.00	Each
Batteries (alkaline)	Up to 1/2 gallon volume	\$2.00	Per Pint
Batteries (lead acid/auto)	No Limit	N/A	N/A
Batteries (lithium)	No Limit	N/A	N/A
Batteries (NiCad)	No Limit	N/A	N/A
Bulbs (fluorescent)	8 bulbs (any length)	\$1.00	Each
Bulbs (HID)	2 each	\$1.00	Each
Bulbs (shattershield)	2 each	\$1.00	Each
Cleaners (ammonia based)	Up to 1 gallon of liquid	\$4.00	Per Gallon
Cleaners (water based)	Up to 1 gallon of liquid	\$2.00	Per Gallon
Corrosive liquids (Pool, etc.)	Up to 1/2 gallon	\$18.00	Per Gallon
Corrosive solids (Pool, etc.)	Up to 3 gallon volume	\$4.00	Per Gallon
Flammable liquids	Up to 2 gallons	\$3.00	Per Gallon
Flammable solids	Up to 1/2 gallon volume	\$5.00	Per Gallon
Helium tanks (up to 14.9 CF)	Up to 2 each	\$5.00	Each
Oil – cooking	Up to 5 gallons	\$0.50	Per Gallon
Oil - motor, gear, lube	Up to 5 gallons	\$0.50	Per Gallon
Oil filters	Up to 1 filter	\$0.25	Each
Paint - lead based	Up to 1 gallon total	\$8.00	Per Gallon
Paint - oil based & stains	Up to 1 gallon total	\$10.00	Per Gallon
Pesticides - liquid	Up to 1 gallon	\$20.00	Per Gallon
Pesticides - solid	Up to 1 gallon volume	\$13.00	Per Gallon
Propane - 1 lb. cylinders	Up to 5 cylinders	\$5.00	Each
Propane - 20 lb. tanks	1 tank	\$20.00	Each
Sharps/Used Needles	Up to 1 gallon volume	\$4.00	Per Gallon
Smoke Alarms	Up to 1 alarm	\$25.00	Each

*Excess fees were determined by actual costs paid by the District for disposal of these materials.

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX B OF THE CITY OF GENTRY MUNICIPAL CODE REGARDING ZONING OF CERTAIN LANDS LOCATED WITHIN THE CITY; AND FOR OTHER PURPOSES.

WHEREAS, Cameron and Janelle Klassen have filed their Petition for Rezoning of certain real property within the City of Gentry, of which they are the owners of record, from R-1 Residential to C-2 Commercial zoning, said property being more particularly described as follows:

A part of Lot 32 Parks Acreage, a Subdivision of the NW 1/4 of the NE 1/4 of Section 10, Township 18 North, Range 33 West, Benton County, Arkansas, described as follows: Beginning 75 feet West of the SE corner of Lot 32, running thence North to the North line of Lot 32, thence West 75 feet, thence South 150 feet to the South line of Lot 32, thence East 75 feet to the place of beginning (the "Property");

WHEREAS, said Petition for Rezoning has been duly considered by the Gentry Planning Commission following notice and hearing as required by Section 14.04.12 of the Gentry Municipal Code;

WHEREAS, the Gentry Planning Commission recommended that the Petition be approved;

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

Section 1: The zoning of the Property is hereby changed and amended, from and after the effective date of this Ordinance, to C-2 Commercial zoning.

Section 2: The Official Planning Map of the City of Gentry, as well as Appendix B of the City of Gentry's Municipal Code, and Ordinance No. 308 are hereby amended to reflect the change in zoning of the Property set forth herein.

PASSED and APPROVED this 7th day of December, 2020.

Kevin D. Johnston, Mayor

ATTEST:

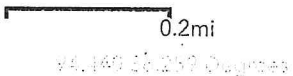
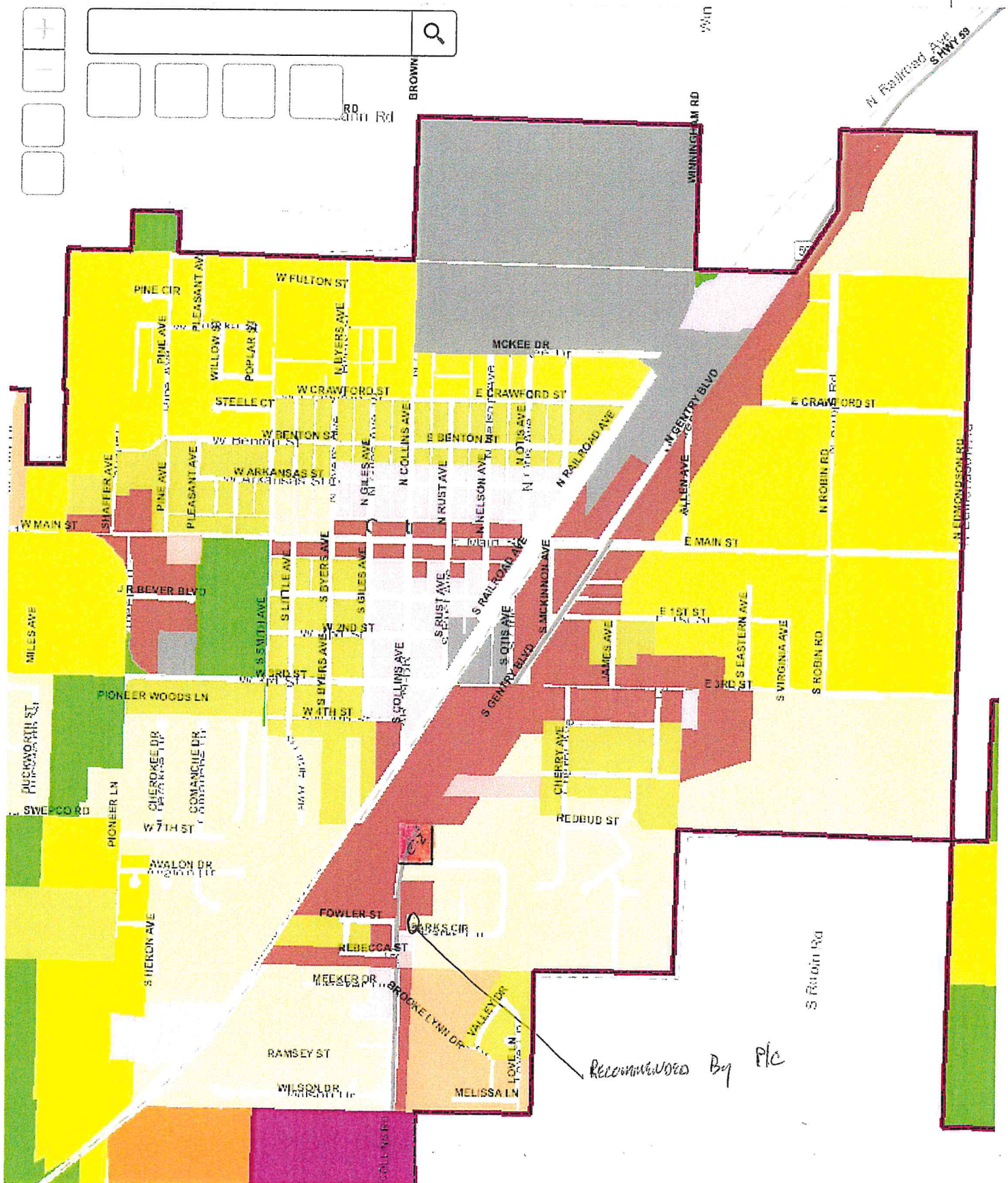
Tonya Carney, Director of Finance



Gentry Zoning

Created by Northwest Arkansas Regional Planning Commission

Map navigation and search controls including a search box, a magnifying glass icon, and several zoom control buttons (+, -, and a central square).

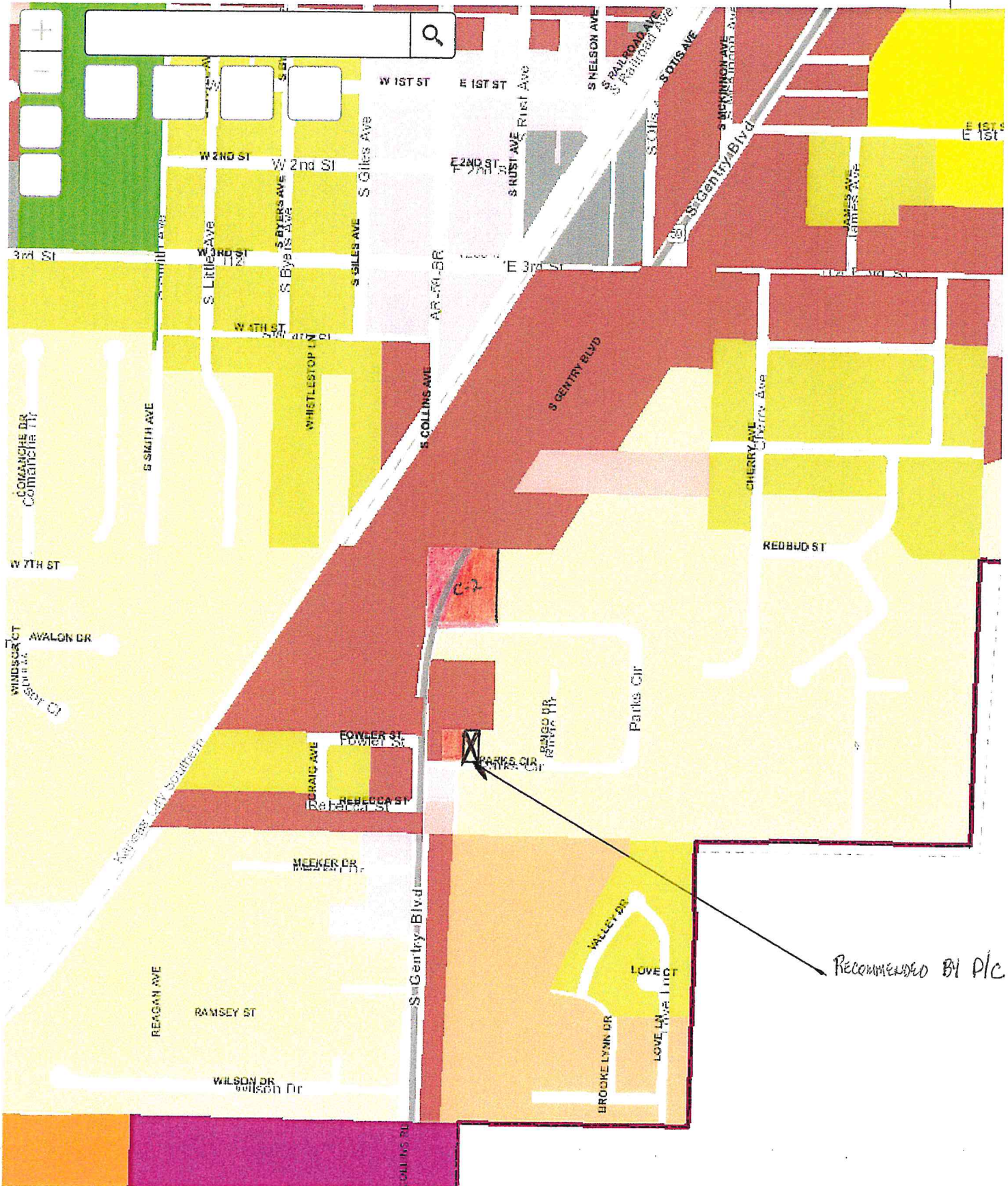




Gentry Zoning

Created by Northwest Arkansas Regional Planning Commission

NV



Recommended by PIC

600ft

44.360 of 260 Degrees

