

GENTRY CITY COUNCIL AGENDA

MONDAY, FEBRUARY 1, 2021

Meeting Called to Order
Roll Call
Review of Minutes: January 4, 2021 Regular Council Meeting

COMMUNITY COMMENTS

1. Public Comment (Item(s) Not on Presented Agenda)
2. Main Street Gentry Chamber of Commerce – Janie Parks
3. Gentry Public Schools – Terrie Metz

UNFINISHED BUSINESS

1. Park Master Plan Update
 - a. Splashpad: Colors/Products, etc.
 - b. Sports Complex: GMP (Guaranteed Maximum Price) Acceptance
2. Water Storage Facility Update
3. 317 S. Collins Ave. Update
4. 119 N. Nelson Ave. Update
5. 117 N. Smith Ave. Update
6. 104 N. Collins Ave. Purchase Agreement Resolution
7. Rezone Ordinance (Klassen R-1 to C-2) Passed 1st Reading

NEW BUSINESS

1. Undercover Operations Fund Amendment Ordinance
2. Annexation Petition Resolution
3. Main Street Gentry Association Agreement Resolution
4. Water Rate Amendment Ordinance w/ Emergency
5. 2020 Budget Amendment
6. 2021 Committee Appointments
- 7.

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, February 18, 2021 @ 7pm

	<u>2019</u>	<u>2020</u>	<u>2021</u>
City Sales & Use	\$64,878.84	\$103,535.44	\$113,655.60
County Tax	\$63,932.11	\$70,249.50	\$83,758.95

**CITY OF GENTRY
REGULAR CITY COUNCIL MEETING
MONDAY, JANUARY 4, 2021**

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 January 4, 2021. 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	Jimmy Thorburn	Jason Williams	

COUNCIL MEMBERS ABSENT: Cindy Philpott

Others in attendance: Mayor Kevin Johnston, City Clerk Jenny Trout, Police Chief Clay Stewart, Randy Moll, City Attorney Joel Kurtz, Maxine Foster, Rick Craft and Mike Parks.

REVIEW OF MINUTES: December 7, 2020- Regular Virtual Council Meeting

Motion: Jason Barrett- to accept the minutes as presented

Second: Kristi Reams

Roll Call: Arnold-yes Barrett -yes Crawford-pass Erskin-yes
Reams- 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** announced that neighbors for neighbors was a great success, serving over 200 people in need. She also wished to say a big “thank you” to all those that contributed and were involved in donations of items and of their time. Those mentioned were: McKee Foods, Harps Foods, the GFA Pantry, First Baptist Church and City Hall. Janie also stated that leftover funds of approximately \$3,000.00 have been earmarked for the donation to the Children’s Advocacy Group.

Janie also noted another \$2,000.00 was donated making it possible to pay for an additional 88 past due water utility accounts. The Chamber is currently hopeful the 4th of July celebration will be able to be had this year and preparations are underway.

The Quilt Show has been cancelled in wake of the pandemic, and information regarding the Easter Egg Hunt will be provided as soon as it becomes available.

2. **2021 Regular Council Meeting Schedule** : Mayor Johnston presented council members with an outlined schedule for the 2021 meetings: after consideration it was noted meeting dates for the months of July & September would be as follows: 7/12/21 & 9/13/21, respectively:

Motion: Barrett- to accept the meeting schedule as presented

Second: Williams

Roll Call: Williams-yes Arnold-yes Barrett-yes Crawford-yes

 Erskin-yes Reams-yes Thorburn-yes

Motion passed.

3. **Council Meeting Procedural Rules & Format**: At this time Council Member Jason Williams asked Mayor Johnston if there would be sub-committee meetings scheduled at some point. The Mayor stated he will be providing updated committee lists at the February Council meeting. After consideration, it was decided no changes would be made at this time regarding Council's current meeting and procedural rules and format.

ANNOUNCEMENTS AND COMMENTS

***Planning Commission Meeting, January 21, 2021 @ 7:00p.m.**

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

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

Motion: Thorburn

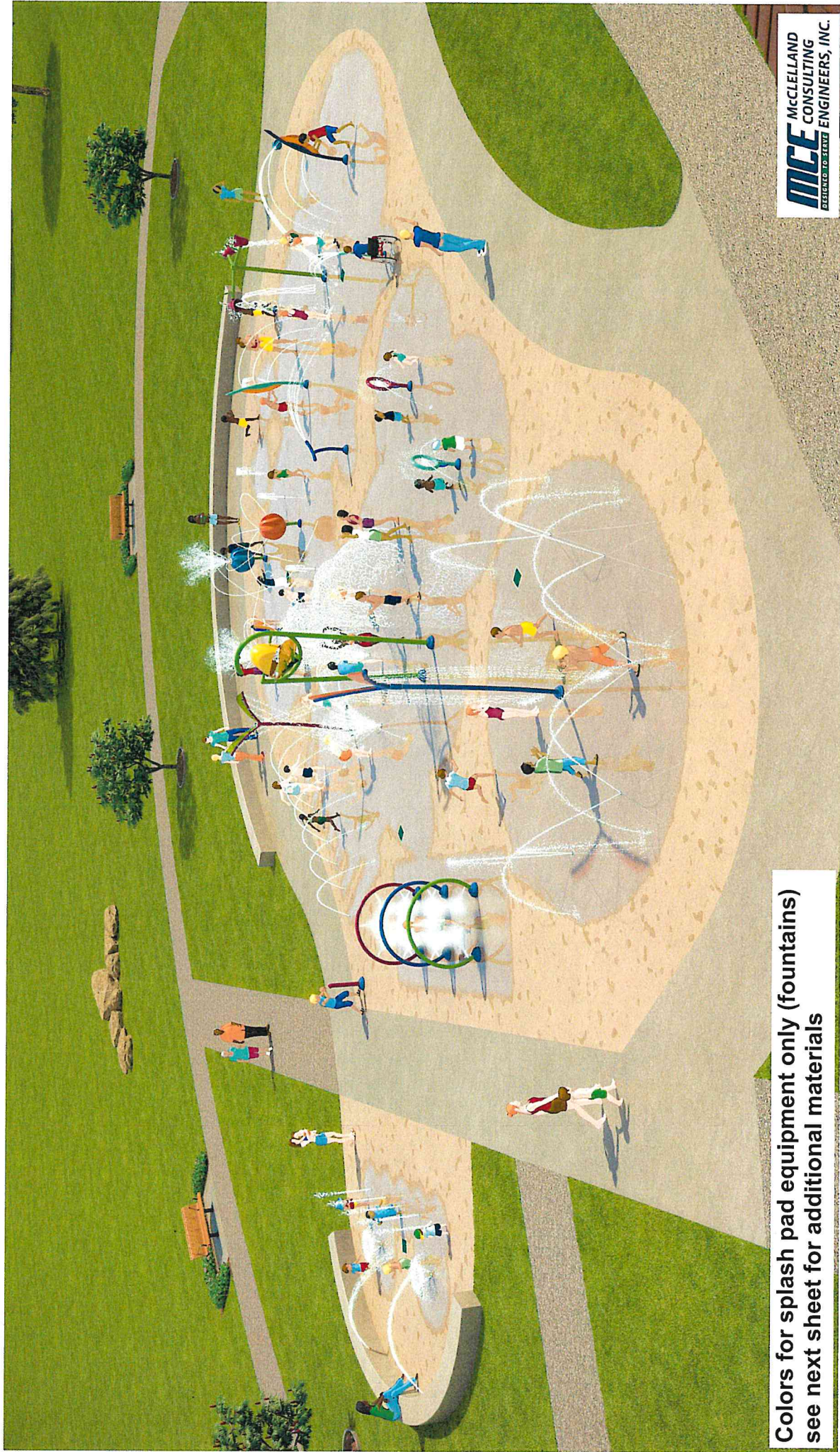
Second: Williams

All in favor. None opposed.

Motion passed. Meeting adjourned.

CITY CLERK:
JENNY TROUT

MAYOR: KEVIN JOHNSTON
CITY OF GENTRY



Colors for splash pad equipment only (fountains)
see next sheet for additional materials

MCE McCLELLAND
CONSULTING
DESIGNED TO TEST ENGINEERS, INC.

CITY OF GENTRY SPLASHPAD – VIEW B
GENTRY, ARKANSAS

VORTEX
Splashpad®

POWER PLAY

Discover. Explore. Play.
www.power-play.net

RESOLUTION NO. _____

CITY OF GENTRY, ARKANSAS

**RESOLUTION AUTHORIZING PURCHASE OF LAND
FROM CHURCH OF GOD (HOLINESS) FOUNDATION**

WHEREAS, the City Council of the City of Gentry, Arkansas, a City of the First Class, has determined that it is desirable to purchase certain lands contiguous to the Gentry City Court Complex, and desires to authorize the Mayor to execute a purchase contract (attached) for the acquisition of such lands, currently owned by Church of God (Holiness) Foundation, a Missouri Nonprofit Corporation.

THEREFORE, BE IT RESOLVED by the City Council for the City of Gentry, that the Mayor of the City of Gentry is hereby authorized to enter into an agreement with Church of God (Holiness) Foundation to purchase certain real property, more particularly described as Lots 13, 14, and the South 20 feet of Lot 15, Block 22, Original Town of Gentry, Arkansas, for a purchase price not to exceed \$75,000.00. However, the City may also pay additional sums in connection with the closing, including the cost of a title policy, closing costs, revenue stamp costs, and other ancillary acquisition expenses. The Mayor is further authorized to execute on behalf of the City of Gentry all related closing documents, contracts, 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 1st day of February, 2021.

Kevin D. Johnston, Mayor

ATTEST:

Tonya Carney, Director of Finance

CONTRACT FOR PURCHASE OF REAL ESTATE

This contract ("Contract") entered into this ____ day of January, 2021, by and between Church of God (Holiness) Foundation, a Missouri Nonprofit Corporation ("Seller") and the City of Gentry, Arkansas ("Buyer").

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree to:

1. **Real Property.** Subject to the terms and conditions hereinafter set forth, Seller hereby agrees to sell, and Buyer agrees to buy, the following described lands in Benton County, Arkansas, together with all improvements thereon and all appurtenances thereunto belonging, more particularly described as follows, to-wit:

All of Lots 13 and 14, and the South 20 feet of Lot 15, Block 22,
Original Town of Gentry, Arkansas (the "Property").

2. **Earnest Money.** No earnest money will be required on execution of this Contract.

3. **Purchase Price and Payment.** Buyer agrees to pay to Seller, and Seller agrees to accept from Buyer, the purchase price of Seventy-Five Thousand and 00/100 (\$75,000.00) Dollars to be paid in cash at closing ("Purchase Price").

4. **Closing.** The closing shall occur on or before March 31, 2021, which Closing date may be continued for 30 days on request of Buyer if required for title or other reasons. Closing will occur at the offices of a Realty Title location or as otherwise selected by Buyer and Seller.

If Seller fails to close within said time period because of Seller's inability to deliver merchantable title, this Contract shall be null and void and any rights of Buyer in the Property shall cease and terminate provided however, Buyer, at Buyer's option may elect to close this purchase and accept the Property subject to any title exceptions. If Seller fails or refuses to close for any other reason, Buyer shall be entitled to pursue any other remedy provided by law or in equity including specific performance.

5. **Title Insurance.** At Closing, Seller shall, at Buyer's expense, provide to Buyer a commitment for title insurance reflecting merchantable title vested in Seller, satisfactory to Buyer. If objections are made to the title as reflected by the title insurance commitment (or to the exceptions to be contained in the title policy), Seller may extend the closing date for a reasonable period of time in order for Seller to satisfy or remove the exceptions. If Buyer's objections cannot be cured to the satisfaction of the Buyer, then Buyer shall have the option to waive the objections and proceed to closing or Buyer may terminate the Contract. Buyer shall pay the premium cost for such title insurance.

6. **Conveyance.** At closing, Seller shall execute and deliver to Buyer a Warranty Deed conveying merchantable title to the Property to Buyer free and clear of all encumbrances subject

only to those exceptions set forth in the Commitment which are not objected to in writing by Buyer. Seller shall also deliver such affidavits, lien waivers or other instruments reasonably requested by Buyer or the title company.

7. **Condition of Property.** Buyer, upon conveyance of Property by warranty deed from Seller, shall be deemed to have accepted the property in "as is, where is" condition, with all faults. No warranties, expressed or implied, by Seller with reference to the condition of the Property or improvements thereon, shall be deemed to survive the closing.

8. **Right of Entry.** Buyer shall have the right of entry for purposes of survey or layout work on execution of this Agreement.

9. **Closing Costs.** Title insurance costs shall be paid as set forth herein. All other ordinary and customary closing costs, closing fees, revenue stamps, document preparation charges and related closing expenses shall be shared equally between the Buyer and Seller.

10. **Proration of Real Estate Taxes.** No property tax prorations are required as both Buyer and Seller are exempt entities.

11. **Time of the Essence.** The time for closing and the keeping of the covenants and agreements made herein is specifically made of the essence of this Contract.

12. **Binding Effect.** This Contract shall be binding upon the parties hereto and upon their heirs, personal representatives, successors, and assigns.

13. **Governing Law.** This Contract is governed by the laws of the State of Arkansas.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and date first above written.

SELLER:

Church of God (Holiness) Foundation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

BUYER:

City of Gentry, Arkansas

By: _____

Kevin Johnston, Mayor

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, said Petition has been reconsidered by the Gentry Planning Commission following a referral back to that body by the City Council;

WHEREAS, the Gentry Planning Commission unanimously recommended that the Petition be approved, with the understandings and for the reasons set forth in the Minutes of its December 17, 2020 meeting;

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 4th day of January 2021.

Kevin D. Johnston, Mayor

ATTEST:

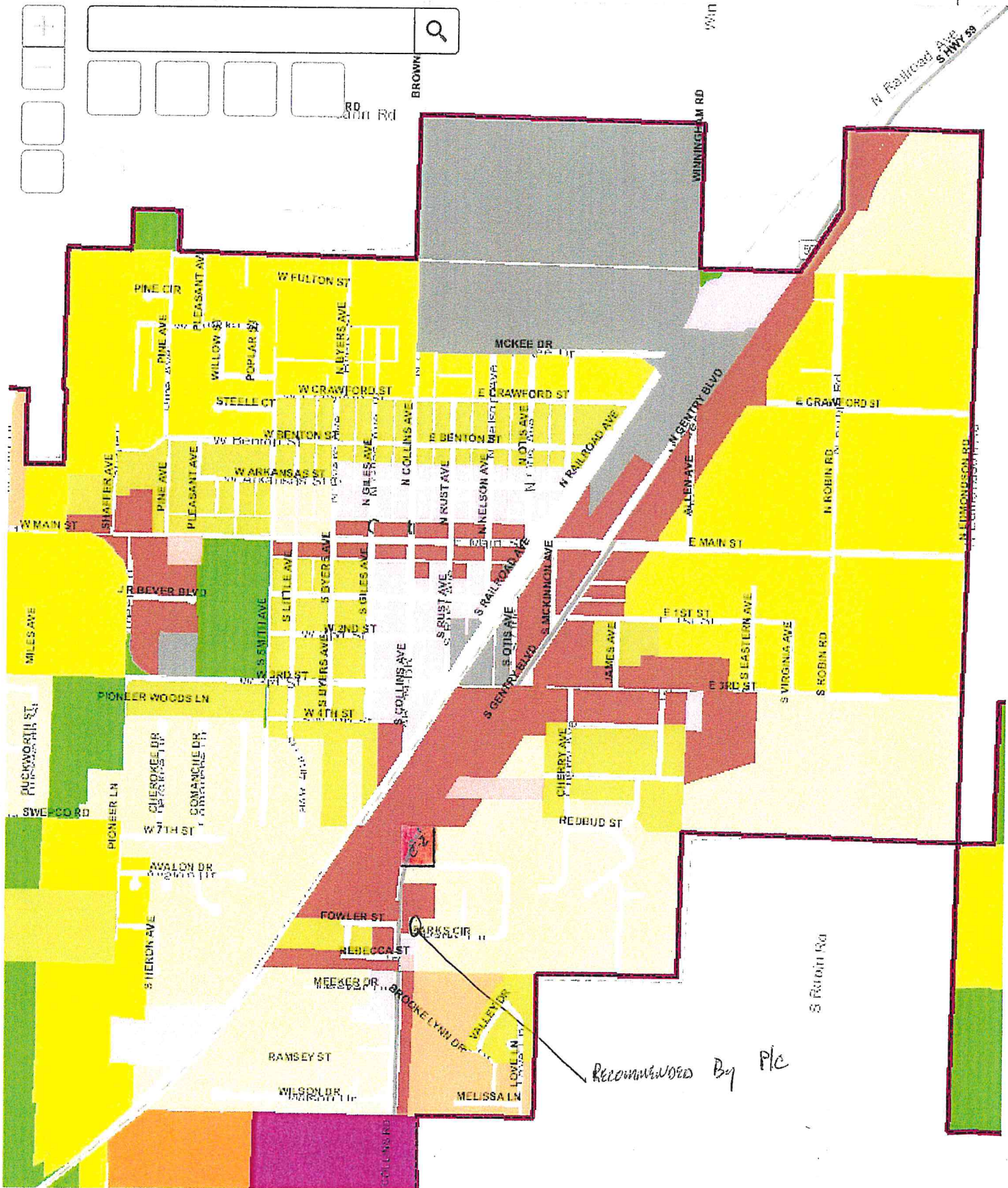
Tonya Carney, Director of Finance



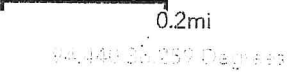
Gentry Zoning

Created by Northwest Arkansas Regional Planning Commission

Map navigation controls including a search bar, zoom in (+) and zoom out (-) buttons, a scale bar, and a search icon.



Recommended By PIC

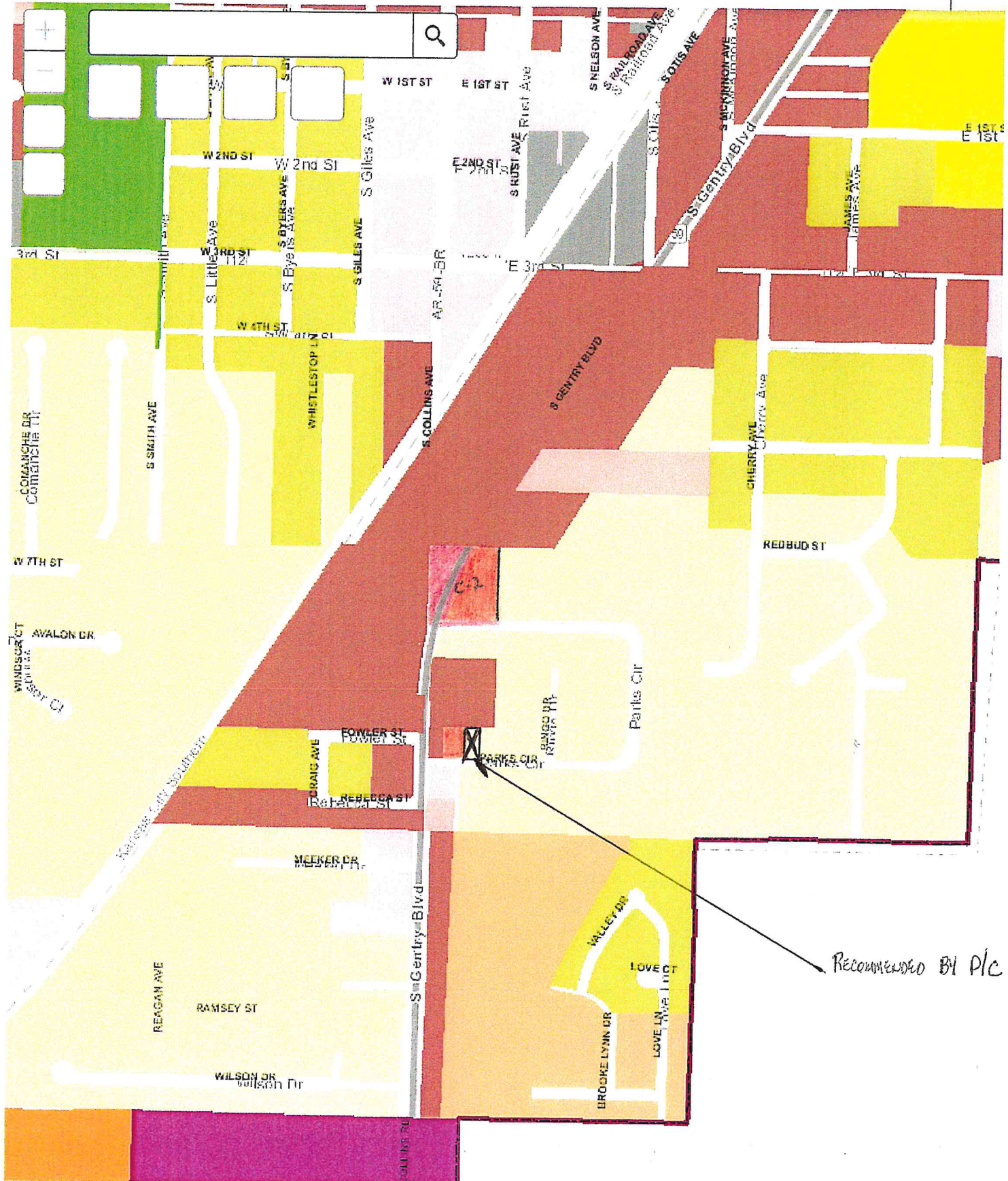




Gentry Zoning

Created by Northwest Arkansas Regional Planning Commission

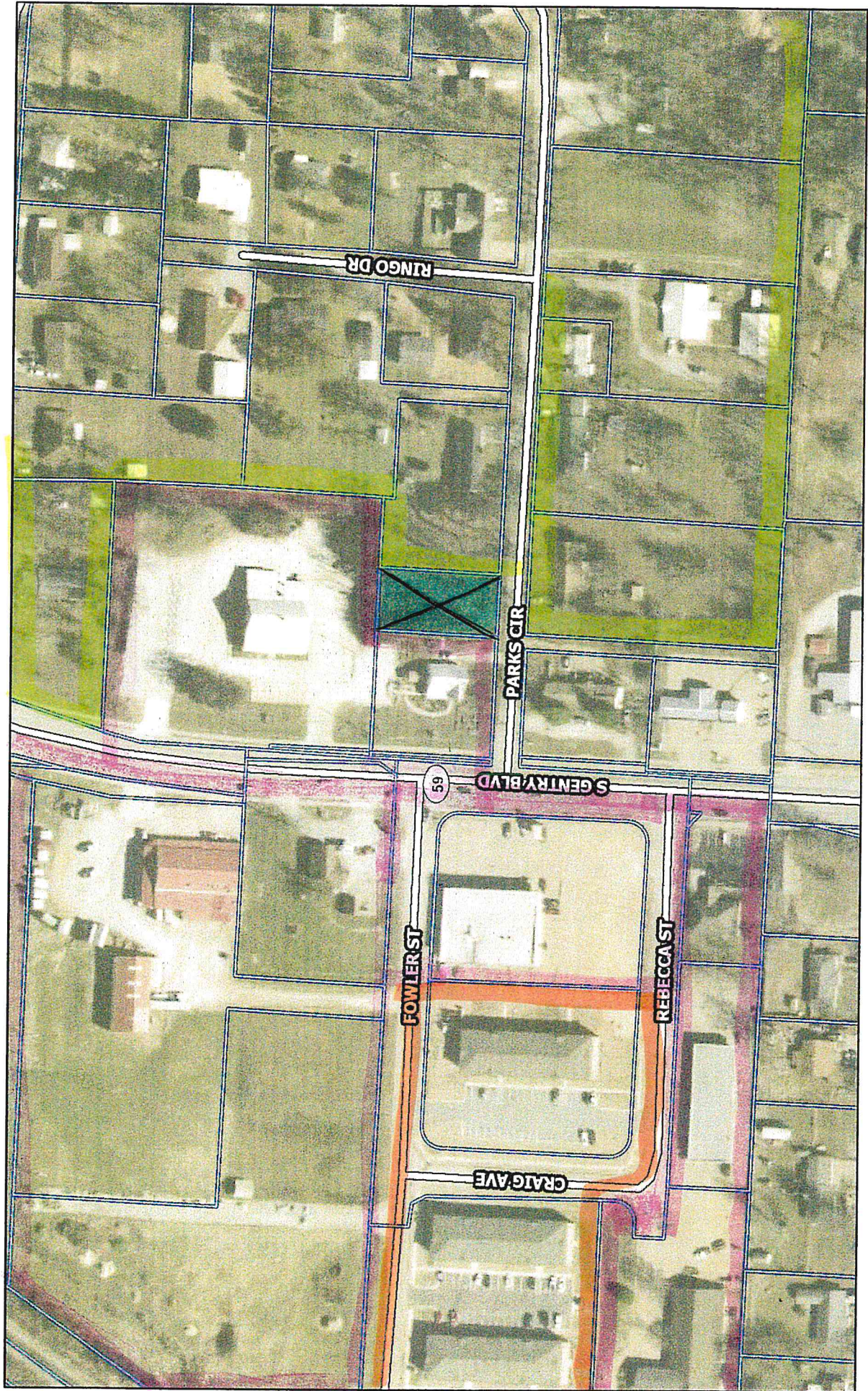
NY



Recommended by PIC

600ft

194.160 33.263 Degrees



ORDINANCE NO. _____

CITY OF GENTRY, ARKANSAS

AN ORDINANCE AMENDING SECTION 2.36.05 OF THE GENTRY MUNICIPAL CODE; AND FOR OTHER PURPOSES.

WHEREAS, it has come to the attention of the City Council of the City of Gentry, Arkansas that there is a need to rename and revise the City's Undercover Operations Fund to be consistent with State law and to align more closely with current needs and actual usage;

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

Section 1: Section 2.36.05 of the Gentry Municipal Code is hereby deleted and replaced with the following:

2.36.05 Gentry Drug Control Fund

- A. The Gentry Drug Control Fund is a fund on the books of the Gentry Police Department authorized, created, and administered pursuant to Ark. Code Ann. § 5-64-505(i)(2).
- B. The purpose of the Gentry Drug Control Fund is to fund law enforcement and prosecutorial activities aimed at curbing drug trafficking.
- C. Additions to the Gentry Drug Control Fund may come from any source not prohibited by City Ordinance or state or federal law, such as court-ordered contributions by defendants in criminal cases; court-ordered forfeitures in criminal cases; donations from private sources; and any federal, state, or City funds available for such operations.
- D. In administering the Gentry Drug Control Fund, the Police Department shall implement and follow accounting guidelines promulgated by the Legislative Audit Committee for the State of Arkansas.
- E. The Chief of the Gentry Police Department shall be responsible for submitting to the Arkansas Drug Director on or before January 1 and July 1 of each year a report detailing any moneys received and expenditure made from the drug control fund during the preceding six-month period.

Section 2: All Code sections, Ordinances, or Resolutions in conflict with the provisions of this Ordinance are hereby REPEALED to the extent of said conflict.

PASSED and APPROVED in regular session this 1st day of February, 2021.

Kevin Johnston, Mayor

ATTEST:

Tonya Carney, Director of Finance

RESOLUTION NO. _____

CITY OF GENTRY, ARKANSAS

**A RESOLUTION AUTHORIZING THE FILING OF A
PETITION FOR ANNEXATION; AND FOR OTHER
PURPOSES.**

WHEREAS, the City of Gentry recently purchased certain real property located at 10721 Browning Road, Gentry, Arkansas, more particularly described as:

The SE 1/4 of the NW 1/4 of Section 34, Township 19 North, Range 33 West, Benton County, Arkansas, less and except a part of the North 1/2 of Said SE 1/4 of the NW 1/4, being more particularly described as follows: beginning at the NW Corner of the said SE 1/4 of the NW 1/4; thence N89°42'59"E 1321.20 feet to the centerline of the County Road; thence S00°02'52"E 409.55 feet along said centerline; thence S89°40'40"W 1321.24 feet; thence N00°02'35"W 410.45 feet to the point of beginning (the "Property");

WHEREAS, it is the desire of the City Council for the City of Gentry that the Property be annexed into City limits;

WHEREAS, McKee Foods, Inc. owns certain intervening lands contiguous to City limits that it also wishes to annex into the City, making possible a joint annexation petition pursuant to Arkansas Code Annotated § 14-40-609;

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

Section 1. The Mayor is hereby authorized take such action as may be required to file a petition with the Benton County Court in conjunction with McKee Foods, Inc., pursuant to Arkansas Code Annotated § 14-40-609, seeking annexation of the Property, including executing, verifying, and filing the Petition and other related documents, and such other related action as may be required to obtain annexation of said lands.

PASSED and APPROVED in regular session this ___ day of February, 2021.

Kevin Johnston, Mayor

Attest:

Tonya Carney, Director of Finance

IN THE COUNTY COURT OF BENTON COUNTY
STATE OF ARKANSAS

IN THE MATTER OF: ANNEXING TO THE
CITY OF GENTRY, ARKANSAS CERTAIN
LANDS CONTIGUOUS TO SAID CITY

CASE NO. CC-2020-_____

CITY OF GENTRY, ARKANSAS
AND
McKEE FOODS CORPORATION,
PETITIONERS.

PETITION FOR ANNEXATION

COME NOW the Petitioners, City of Gentry, Arkansas and McKee Foods Corporation, and for their Petition for Annexation pursuant to Arkansas Code Ann. § 14-40-609, state the following:

1. The undersigned, being the owners of the 100% of the property for which annexation is sought (collectively, the "Property") do hereby petition the City Council of the City of Gentry, Arkansas, to annex said Property into the City of Gentry, Arkansas.

2. The Property is described as:

The NW1/4 of the SE1/4 of Section 34, Township 19 North, Range 33 West, Benton County, Arkansas (the "McKee Property"); AND

The SE 1/4 of the NW 1/4 of Section 34, Township 19 North, Range 33 West, Benton County, Arkansas, less and except a part of the North 1/2 of Said SE 1/4 of the NW 1/4, being more particularly described as follows: beginning at the NW Corner of the said SE 1/4 of the NW 1/4; thence N89°42'59"E 1321.20 feet to the centerline of the County Road; thence S00°02'52"E 409.55 feet along said centerline; thence S89°40'40"W 1321.24 feet; thence N00°02'35"W 410.45 feet to the point of beginning (the "City Property").

3. A letter from Realty Title & Closing Services, LLC verifying that the petitioners are the sole owner of record of the relevant property is attached hereto as Exhibit "A".

4. A letter from Justin Taffner, a certified engineer within the State of Arkansas, verifying that

the Property is contiguous with the City of Gentry, and that no enclaves will be created if the Property is accepted by the City is attached hereto as Exhibit "B".

5. A schedule of services that Petitioner proposes be extended to the area by the City within three years after the date the annexation becomes final is attached hereto as Exhibit "C".
6. A letter from the Arkansas Geographic Information Systems Office confirming coordination with that office is attached hereto as Exhibit "D".
7. Petitioners request that the Benton County Assessor and the Benton County Clerk complete the verifications required by law; that upon the completion of the verifications, that this Petition be presented to the Benton County Judge for issuance of an Order, and that the Benton County Judge forward this Petition and the Judge's Order to the City of Gentry.

WHEREFORE, Petitioners request that the lands described herein be annexed to the City of Gentry, Arkansas; that the Court enter an Order containing the findings required by law; and that the Petition and Order then be forwarded to the City Council of the City of Gentry; and for such other and further relief as the Court deems just and equitable.

PETITIONERS

City of Gentry, Arkansas

By: _____
Kevin Johnston, Mayor

McKee Foods Corporation

By: _____
Signature

Name

Title

ATTESTATION

STATE OF ARKANSAS)
)ss.
COUNTY OF BENTON)

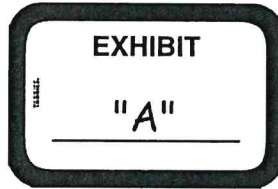
Kevin Johnston, Mayor of the City of Gentry, Arkansas, of lawful age and being duly sworn on oath, attests that he has read the above and foregoing document; that the statements therein made are true to the best of his knowledge and belief; and that said City desires to annex the property described therein to the City of Gentry, Arkansas.

Kevin Johnston

Subscribed and sworn to before me this _____ day of _____, 2020.

My Commission Expires:

NOTARY PUBLIC



3866 W. Sunset
Springdale, AR 72762
479-582-9383
www.realtytitleinc.com

Property Ownership List
File No.: 20-62530W

Subject Property: The NW1/4 of the SE1/4 of Section 34, Township 19 North, Range 33 West, Benton County, Arkansas

Current Owner: McKee Baking Company, a Tennessee Corporation
Parcel Number: 18-14734-000
Property Address: Collins Road
Mailing Address:
McKee Foods Corporation
Attn: Property Accounting
PO Box 750
Collegedale TN 37315-0750

Subject Property: The SE 1/4 of the NW 1/4 of Section 34, Township 19 North, Range 33 West, Benton County, Arkansas, less and except a part of the North 1/2 of Said SE 1/4 of the NW 1/4, being more particularly described as follows: beginning at the NW Corner of the said SE 1/4 of the NW 1/4; thence N89°42'59"E 1321.20 feet to the centerline of the County Road; thence S00°02'52"E 409.55 feet along said centerline; thence S89°40'40"W 1321.24 feet; thence N00°02'35"W 410.45 feet to the point of beginning.

Current Owner: City of Gentry, Arkansas
Parcel Number: 18-14719-000
Property Address: 10721 Browning Road
Mailing Address:
City of Gentry, Arkansas
101 W Main Street
Gentry, AR 72734

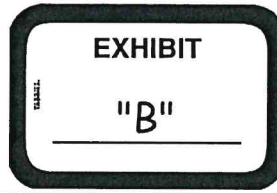
This list is compiled mainly from the Benton County Assessor's Office and is further certified through December 1, 2020.

Issued Through the Office of
Realty Title & Closing Services, LLC
Arkansas Title Agency License No.: 100102353
3866 W. Sunset
Springdale, AR 72762
479-582-9383 fax 479-582-2925

By:

Authorized Signatory

Brittainy N. Fagan



December 2, 2020

Greetings:

This letter is given in connection with what is understood to be an effort to voluntarily annex certain real property into the City of Gentry, Arkansas. I am a Licensed Professional Surveyor in the State of Arkansas. Based on my review, I verify that the real property described on the following pages of this letter is contiguous with the City of Gentry, Arkansas and that no enclaves will be created if the described property is accepted by the City of Gentry.

Sincerely,



Justin Taffner, AR P.L.S. #1816

December 2020 Gentry Voluntary Annexation Parcel Summary

Parcel #18-14719-000

City of Gentry

101 W. Main Street

Gentry, AR 72734

Physical Address: 10721 Browning Rd.

WD L202030671, ~27.44 Acres

Parcel #18-14734-000

McKee Foods Corporation

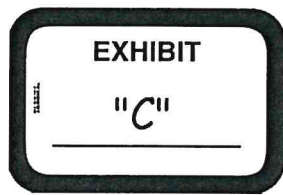
Attn: Property Accounting

P.O. Box 750

Collegedale, TN 37315-0750

Physical Address: Collins Rd.

CORRWD Book 620 Page 398, ~39.90 Acres



Schedule of Services

1. Police Protection
2. Fire Protection
3. Street Maintenance
4. Solid Waste Collection and Disposal



**ARKANSAS
GIS OFFICE**

**Department of Transformation
and Shared Services**
Governor Asa Hutchinson
Secretary Amy Fecher
Director Shelby Johnson

November 25, 2020

Mr. Joel Kurtz
City Attorney – City of Gentry
100 West Main Street
Gentry, AR 72734

RE: City of Gentry Annexation Coordination Requirement

Mr. Kurtz,

Thank you for coordinating with our office as you seek to annex property into the City of Gentry, AR located in Section 34, Township 19 North, Range 33 West. This letter represents confirmation that you have properly coordinated with our office (Arkansas GIS Office) as specified in § 14-40-101 (Act 914 of 2015) of the 90th General Assembly.

Our office will wait completion of any additional steps necessary for the proposed boundary change, which normally comes from the Arkansas Secretary of State Elections Division after any appropriate filing by your County Clerk.

Thank you,

Jennifer Wheeler, GIS Analyst

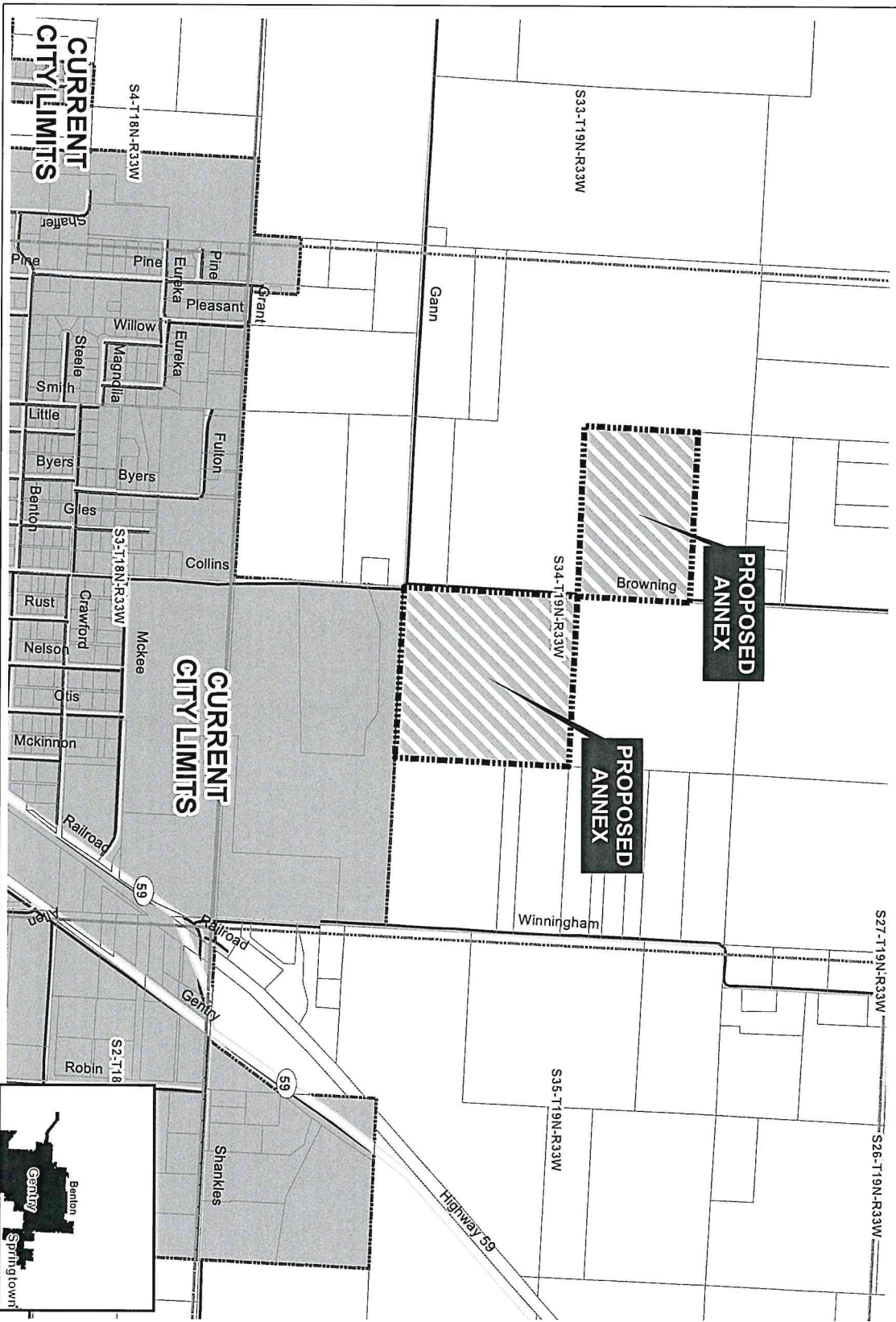
Attachments:
GIS Office Map of Proposed Annexation
Legal Description
Secretary of State Municipal Change Checklist

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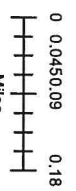
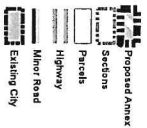


Proposed Annex: City of Gentry
November 2020

City: Gentry
Mayor: Kevin Johnston



Arkansas Code 14-40-101.
Before an entity undertakes an annexation, consolidation, or detachment proceeding under this chapter, the entity shall coordinate with the Arkansas Geographic Information Systems Office for preparation of legal descriptions and digital mapping for the relevant annexation, consolidation, and detachment areas.
The map contained herein, is evidence, the entity has met requirements of Act 514 of 2015



H:\City_Annexations\GIS\Gentry\2020\125



Arkansas Secretary of State

John Thurston Arkansas Secretary of State, 500 Woodlane Ave, Little Rock, AR 72201-1094

Municipal Boundary Change Checklist

Act 655 of 2017 and A.C.A. §14-40-103

County: _____ City/Town: _____

City Ordinance/Resolution No: _____ Date approved: _____

County Court Case No: _____ Date Order Filed: _____

Type: _____
(Choose from the list of Arkansas Code Sections located on the back)

Date Change Effective: _____ Set by: Municipal Ordinance Emergency Clause Court Default
(Required by Act 655 of 2017)

For Circuit Court Challenge: Date Order Filed: _____ Upheld Overturned Other (attach explanation)

Please indicate which ward(s) the territory will be assigned to: _____
(See A.C.A § 14-40-203)

Initiating party:

All Landowners Majority Landowners Municipal Governing Body State Other _____

Supporting Documentation attached (check all that apply):

- File marked copy of City Ordinance/Resolution (required)
- File marked copy of County Court Order or certified annexation election results (required except for A.C.A. §14-40-501)
- Copy of Arkansas GIS approved printed map and certification letter (required)
- Proof of Publication for all Legal Notices (include Hearing, Election, and City Ordinance/Resolution notices)
- File marked copy of Petition Part (if applicable)
- File marked copy of Complaint and final Circuit Court Order (Court Challenge only)

Municipal Contact:

Name: _____ Title: _____

Street Address: _____

City: _____ St: _____ Zip code: _____

Complete one form per ordinance/resolution, attach it as a cover page to the supporting document set and submit to the County Clerk's Office within 45 days of the Effective Date as required by Act 655 of 2017

County Official:

Signature: _____ Title: _____

Date: _____

Pursuant to Act 655 of 2017, County Officials must submit a file-marked copy of municipal boundary change documents within 30 days of receipt to: Arkansas Secretary of State, Attn: Municipal Boundary Filing, 500 Woodlane Ave Suite 256, Little Rock, AR 72201-1094

Office of the Arkansas Secretary of State use only

Received by: _____

COUNTY ASSESSOR VERIFICATION

I, Roderick Grieve, County Assessor of Benton County, Arkansas, with respect to the annexation petition filed by the City of Gentry and McKee Foods Corporation on the ____ day of _____, 2020, do hereby verify that said petition:

1. Is in writing;
2. Contains an attestation signed before a notary by the property owners confirming the desire to be annexed;
3. Contains an accurate description of the relevant property;
4. Contains a letter or title opinion from a certified abstractor or title company verifying that the petitioners are the owners of record of the relevant property;
5. Contains a letter or verification from a certified surveyor or engineer verifying that the relevant property is contiguous with the City of Gentry, Arkansas, and that no enclaves will be created if the property is accepted by the City; and
6. Includes a schedule of services of the City of Gentry that will be extended to the area within three (3) years after the date the annexation becomes final.

COMMENTS: _____

Signed: _____
Roderick Grieve, County Assessor

Date: _____

RESOLUTION NO. _____

CITY OF GENTRY, ARKANSAS

A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO EXECUTE AN AGREEMENT WITH THE MAIN STREET GENTRY ASSOCIATION; WAIVING COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the City of Gentry is in need of special services relating to economic development and community relations; and

WHEREAS, The Main Street Gentry Association possesses the expertise and personnel to provide such special services; and

WHEREAS, it is neither feasible nor practical to procure such services through the use of competitive bidding.

NOW THEREFORE, BE IT RESOLVED BY THE GENTRY CITY COUNCIL:

Section 1. The City Council hereby authorizes the Mayor and Director of Finance to execute a contract with The Main Street Gentry Association ("Main Street Gentry"), by which Main Street Gentry will provide certain services on behalf of the City as set forth in such contract, for a cost of \$40,000.00.

Section 2. The City Council of the City of Gentry, Arkansas finds that exceptional circumstances exist, including a close connection with and knowledge of the City, such that the competitive bidding procedure outlined by Ark. Code Ann. § 14-58-303 is deemed not feasible or practical. Accordingly, the City Council finds that it is in the best interests of the citizens and residents of the City of Gentry, Arkansas to forego competitive bidding procedures in connection with this services contract.

PASSED and APPROVED in regular session this 1st day of February, 2021.

Kevin Johnston, Mayor

Attest:

Tonya Carney, Director of Finance

AGREEMENT

THE MAIN STREET GENTRY ASSOCIATION & City of Gentry, Arkansas

WHEREAS, the City of Gentry, Arkansas (CITY), and The Main Street Gentry Association (MSG) are desirous of fostering community growth and prosperity within the City of Gentry; and,

WHEREAS, the City and MSG are desirous of entering into a partnership agreement for the purpose of accomplishing the above stated goal; and,

WHEREAS, the aforementioned parties are desirous that a partnership be formed by and between themselves as a demonstration of their common interest for economic development; and,

WHEREAS, the aforementioned parties are desirous that a partnership agreement be executed as a positive step in building local public-private sector joint-community effort for the growth and prosperity of the CITY.

NOW, THEREFORE, BE IT AGREED by and between the aforementioned parties that:

1. MSG shall coordinate the CITY'S economic development marketing efforts and public-private sector funding alternatives through MSG, and that MSG further agrees it shall serve as the economic development marketing arm of the CITY.
2. Further, MSG agrees that it shall be assigned the following responsibilities:
 - a. MSG shall coordinate, administer and have overall management of economic development marketing activities and the coordination and administration of the functions above described for the CITY, and more specifically;
 - b. MSG shall be directly responsible for implementation of the following functions:
 - i. Maintenance of a public-private economic development partnership between MSG and the CITY with the end result of advancing the improvement, in the broadest sense, of the quality and the quantity of life in the CITY.

- ii. Implementation of a campaign designed to attract a diverse segment of manufacturing, retail, and service industry to the CITY.
 - iii. Design and execution of an economic development retention and expansion program to encourage local manufacturing, retail, and service industry to remain and expand in the CITY.
 - iv. Operation of an on-going communications and promotions program for economic development activities in the CITY.
 - v. Search for and completion and submission of appropriate Grant applications on behalf of the City from time to time.
 - vi. Such other responsibilities as may be delegated or assigned by the MSG Board of Directors (all of which is the "Agreement").
3. It is further agreed by and between the parties that in the role of serving as the economic development marketing arm for the CITY, MSG shall be responsible for:
 - a. Representing the CITY as the initial contact for manufacturing, retail, and service industry prospects.
 - b. Bringing economic development financial proposals to the CITY for consideration.
 - c. Maintaining economic development files that pertain to manufacturing, retail, and service industry.
4. It is further agreed by and between the parties that the MSG shall provide various other services related to economic development of the City and improvement of the City's relationship with the citizens of the City and the surrounding area. MSG's services shall accordingly include development, sponsorship and organization of community events in coordination with the City, including Freedom Fest and Fall Festival.
5. MSG shall keep City advised of its work by making a monthly written and/or verbal report to the City - which will generally be made at the monthly council meeting.
6. It is further agreed by and between the parties that because of the time involved in the detailed planning by all parties to this agreement for the implementation of this partnership agreement, said agreement shall be in full force and effect for a period of one (1) year beginning January 1, 2021.

7. For the services to be provided by MSG under the terms of this Agreement CITY shall pay to MSG the sum of Forty Thousand Dollars (\$40,000) payable in two bi-annual installments in 2021, the first payment to be made on execution of this Agreement.

Agreed this _____ day of February, 2021.

Approved: _____
Mayor

Attest: _____
Director of Finance

Adopted by MSG this _____ day of February, 2021.

Approved: _____
Chairman of the Board

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE WATER RATES FOR THE CITY OF GENTRY, ARKANSAS, TO BE EFFECTIVE ON THE BILLING DUE MARCH 10, 2021; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

WHEREAS, it has come to the attention of the City of Gentry that there is a need to amend Ordinance 20-834 regarding water fees due to a scrivener's error in the rate table set forth therein;

NOW, therefore, be it ORDAINED by the City Council of the City of Gentry, Arkansas;

Section 1: The water service charge for water usage within the limits of the City of Gentry for quantities in excess of 5,000,000 gallons shall be \$2.93 per thousand gallons. This change shall take effect for the bills due March 10, 2021.

Section 2: All Ordinances or Resolutions in conflict with the provisions of this Ordinance are hereby REPEALED to the extent of said conflict.

Section 3: Emergency: The rate change proposed herein must be implemented immediately in order to allow the City to receive the revenues required to properly maintain and operate its water infrastructure within the City of Gentry, Arkansas, and to maintain parity with other usage tiers. Accordingly, the Counsel finds that this Ordinance, being necessary for the immediate protection of the public peace, health and safety of the citizens of Gentry, shall take effect immediately on its passage and approval.

PASSED AND APPROVED THIS 1st day of February 2021

ATTEST:

Kevin D. Johnston, Mayor

Tonya Carney, Director of Finance

RESOLUTION NO. _____

CITY OF GENTRY, ARKANSAS

**A RESOLUTION AMENDING RESOLUTION NO. 19-607
APPROPRIATING MONEY AND EXPENDITURES FOR
THE YEAR COMMENCING JANUARY 1, 2020, AND
ENDING ON DECEMBER 31, 2020; AND FOR OTHER
PURPOSES.**

WHEREAS, it has come to the attention of the City of Gentry that the City is in need of modifying the City's 2020 Budget by amendment of the 2020 Budget Resolution;

WHEREAS, this Amendment of Resolution No. 19-607 is made to insure that the City is in compliance with the terms of its Budget and applicable law with respect to its 2020 Budget;

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

Section 1: The City of Gentry's 2020 Budget is hereby amended by attaching hereto as Exhibit "A" the amendments to the City of Gentry's 2020 Budget, reflecting those Amendments and changes duly noted by placement of an asterisk beside each amended budget amount.

Passed and approved this ____ day of February, 2021.

Kevin D. Johnston, Mayor

Attest:

Tonya Carney, Director of Finance

Exhibit A

Fund	Dept	Account Number	Line Item	Actual Expense	Budgeted Expense	Variance
*	Water	5040	Postage Expense	\$18,533.97	\$15,000.00	\$3,533.97
*	Water	5160	Professional Fees	\$132,749.05	\$50,000.00	\$82,749.05
*	Water	5210	Water Purchased	\$2,379,331.93	\$1,410,000.00	\$969,331.93
*	Water	5091	Grant Water-43/12 Roundabout	\$198,260.74	\$0.00	\$198,260.74
*	Street	501.001.023	Grant-Dawn Hill East Bridge	\$1,375,588.91	\$1,062,700.00	\$312,888.91
*	General	501.072.001	Professional Fees	\$29,362.80	\$27,000.00	\$2,632.80
*	General	501.063.001	Payroll Taxes	\$11,258.00	\$10,000.00	\$1,258.00
*	General	501.086.001	Supplies	\$14,111.61	\$12,000.00	\$2,111.61
*	General	501.020.001	Court Cost	\$37,266.53	\$32,500.00	\$4,766.53
*	General	501.076.001	Radio Purchase & Repair	\$41,517.81	\$41,000.00	\$517.81
*	General	501.086.001	Supplies	\$6,808.01	\$6,000.00	\$808.01
*	General	501.088.001	Supplies-Medical Equip	\$2,044.79	\$2,000.00	\$44.79
*	General	501.076.001	Radio Purchase & Repair	\$38,169.95	\$10,000.00	\$28,169.95
*	General	501.036.022	Grant Park	\$82,937.65	\$0.00	\$82,937.65



2021

<i>Committee</i>	<i>Members</i>
PERSONNEL	ERSKIN (CHAIR), ARNOLD, REAMS
STREET & ALLEY	WILLIAMS (CHAIR), BARRETT, CRAWFORD
WATER & WASTEWATER	ARNOLD (CHAIR), THORBURN, WILLIAMS
PARKS & CEMETERY	THORBURN (CHAIR), BARRETT, REAMS
FINANCE	CRAWFORD (CHAIR), ERSKIN, PHILPOTT
FIRE	BARRETT (CHAIR), THORBURN, WILLIAMS
POLICE	PHILPOTT (CHAIR), CRAWFORD, ERSKIN
SAFETY	CRIPPS, DONOHEW, STEWART, SMITHSON
LIBRARY & COMMUNITY CENTER	REAMS (CHAIR), ARNOLD, PHILPOTT
ECONOMIC DEVELOPMENT	BARRETT, CARNEY, CRAWFORD, PARKS, PHILPOTT