

**MONDAY, SEPTEMBER 9, 2019**

Public Hearing: Arkansas Economic Development Commission (AEDC) – Rural Services Block Grant Community Project Prioritization

Meeting Called to Order

Invocation

Roll Call

Review of Minutes: August 5, 2019 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 Senior Activity Center – Maxine Foster
4. Gentry Public Schools – Terrie Metz

**UNFINISHED BUSINESS**

1. Dawn Hill East Bridge Update
2. Park Master Plan Update
3. Water Storage Facility Update
4. Gee Property & Larsen Property Purchase Update
5. 2019 State Aid Street Project Update
6. Hwy 12 & 43 Waterline Relocation Update

**NEW BUSINESS**

1. Goslee Rezone Ordinance
2. Utility Billing Software Purchase Resolution
3. NWA Crisis Stabilization Unit Memorandum of Understanding Resolution
4. Nationwide Termination Resolution
5. Condemnation Process Notification – 317 S. Collins Ave.

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**

- Special Election – Park Improvements Bond Issuance; September 10, 2019
- Planning Commission Meeting, September 19, 2019 @ 7pm
- Coffee w/ a Cop Event – October 2, 2019, 8:30-9:30am
- October is National Breast Cancer Awareness Month w/ Oct. 4<sup>th</sup> Go Pink Day
- Public Hearing – Water/Sewer & Other Various Rates & Fees, Oct. 7<sup>th</sup> @ 630pm
- Special Announcement

	<u>2017</u>	<u>2018</u>	<u>2019</u>
City Sales & Use	\$49,620.36	\$53,532.64	\$119,991.96
County Tax	\$60,959.24	\$66,204.38	\$75,581.30

**CITY OF GENTRY  
REGULAR CITY COUNCIL MEETING  
MONDAY, AUGUST 5, 2019**

The City Council of the City of Gentry, Arkansas, met in a regular session at the Council Chambers at 6:30 p.m. on July 8, 2019. Mayor Kevin Johnston called the meeting to order. City Attorney Joel Kurtz gave the invocation.

**COUNCIL MEMBERS ANSWERING ROLL CALL:**

Janice Arnold  
Jason Barrett  
Michael Crawford  
Kristi Reams  
Jimmy Thorburn

**MEMBERS ABSENT:** Cindy Philpott; Jason Williams; Dan Erskin

**Others in attendance:** City Clerk Jenny Trout, Fire Chief Vester Cripps, City Attorney Joel Kurtz, Mayor Kevin Johnston, Janie Parks, Maxine Foster, Interim Police Chief Clay Stewart, David with KURM Radio, Delia Haak and Randy Moll.

**REVIEW OF MINUTES: July 8, 2019- Regular Council Meeting**

**Motion:** Jason Barrett- to approve minutes as presented

**Second:** Jimmy Thorburn

**Roll Call:** Arnold- pass    Barrett- yes    Crawford- yes  
Reams- yes    Thorburn- yes    Mayor Kevin Johnston- yes

**Motion approved.**

**COMMUNITY COMMENTS**

1. **Public Comment (Items Not on Presented Agenda)**      No new comments
2. **Main Street Gentry Chamber of Commerce – Janie Parks** presented the August calendar of events which included the Town Hall Meeting set for August 27, 2019 in the McKee Community Room from 5:00-7:00 p.m. as well as the Bond Issue Election set for September 10, 2019.
3. **Gentry Senior Activity Center- Maxine Foster-** Presented the August calendar of events and made mention of the presentation of the Quilts of Valor during the month of July. Three quilts had been presented. As always, everyone is encouraged to attend. Maxine voiced her concern about low attendance of the Center as of late and encouraged anyone with ideas as to how to bring our Seniors in would be greatly appreciated.
4. **Gentry Public Schools –Terrie Metz:** Gentry School Teachers were back for this school year on August 5<sup>th</sup>. The first official day of the school year is August 14<sup>th</sup>.

## UNFINISHED BUSINESS

- 1) **Dawn Hill East Bridge Update:** Progress continues to move forward. The Final drawing approval is just around the corner. Mayor Johnston anticipates having further details at the next Council Meeting.
- 2) **Park Master Plan Update-** City Hall will be hosting a special Drop-In Town Hall Park Info Meeting August 27, 2019 to provide Gentry Citizens with further details on the park's plan.
- 3) **Water Storage Facility Update** – Mayor Johnston stated discussions are continuing and there is a meeting scheduled for mid-week to review rates and other matters. Further information will be provided at a later date.
- 4) **Gee Property & Larsen Property Purchase Updates-** Mayor Johnston stated signatures for both properties have been obtained and the City is currently awaiting title work in order to proceed.
- 5) **2019 Project Funding Allocation Resolution-** Mayor Johnston presented the Resolution for the Council's consideration. This Project was let for bid, and the amount was approximately \$465,000.00, leaving the City's portion of the funding at approximately \$215,00.00.  
**Motion:** Barrett- to accept Resolution as presented  
**Second:** Arnold  
**Roll Call:** Arnold- yes Barrett- yes Crawford-yes Reams-yes Thorburn-yes  
**Motion passed.**
- 6) **Hwy 12 & 43 Waterline Relocation Bid Acceptance Resolution-**Mayor Johnston presented the Council with a resolution for consideration in order to relocate the waterline at said intersection. Because ARDOT will be funding 82.38% of the Relocation Project, both the City and ARDOT must concur in approving a bid.  
**Motion:** Crawford-to accept Resolution  
**Second:** Thorburn  
**Roll Call:** Arnold- yes Barrett- yes Crawford- yes Reams- yes Thorburn- yes  
**Motion passed.**

**NEW BUSINESS: None**

**ANNOUNCEMENTS AND COMMENTS**

- \* **Planning Commission Meeting August 15, 2019 @ 7:00p.m**
- \* Drop-In Town Hall Park Info Meeting, August 27, 2019 (more details to follow)
- \* Public Hearing- Potential Grant Application(s), Sept. 9, 2019 at 6:30p.m.
- \*Special Election- Park Improvements Bond Issuance;
  - \***Early Voting Begins September 3, 2019**
  - \***Regular Voting September 10, 2019**
- \* The City's Sales and Use Tax disbursements were listed for 2017-2019

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

**Motion:** Barrett- to adjourn this meeting

**Second:** Thorburn

**All in favor. None opposed.**

**Meeting adjourned.**

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**CITY CLERK:  
JENNY TROUT**

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**MAYOR: KEVIN JOHNSTON  
CITY OF GENTRY**

ORDINANCE NO. \_\_\_\_\_

CITY OF GENTRY, ARKANSAS

**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, it has come to the attention of the City of Gentry that there is a need to change the zoning on the following described property situated within the City of Gentry from R-1 (Low Density Residential) to R-2 (Medium Density Residential) zoning;

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

Section 1: Julian and Roxanne Goslee have filed their Petition for Rezoning of certain real property within the City of Gentry of which they are the owners of record, more particularly described as follows:

A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, ALL IN TOWNSHIP 18 NORTH, RANGE 33 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT S 67°40'40" E 651.16' AND S 02°52'55" W 782.64' FROM THE NW CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 15; THENCE S 88°40'11" E 278.41'; THENCE S 03°24'22" W 214.21'; THENCE S 79°36'18" W 281.98'; THENCE N 02°52'55" E 281.12' TO THE POINT OF BEGINNING AND CONTAINING 1.57 ACRES (the "Property") (as depicted on the attached Map).

Section 2: Said Petition for Rezoning has been duly considered and recommended for approval by the Gentry Planning Commission following notice and hearing as required by Section 14.04.12 of the Gentry Municipal Code.

Section 3: The zoning of the Property is hereby changed and amended from and after the effective date of this Ordinance from R-1 (Low Density Residential) to R-2 (Medium Density Residential) zoning.

Section 4: 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 accordingly to reflect the change in zoning of the Property as reflected herein.

**PASSED and APPROVED in Regular Session this 9<sup>th</sup> day of September, 2019.**

\_\_\_\_\_  
Kevin D. Johnston, Mayor

ATTEST:

\_\_\_\_\_  
Tonya Carney, Director of Finance



RESOLUTION NO. \_\_\_\_\_

CITY OF GENTRY, ARKANSAS

**RESOLUTION AUTHORIZING THE CITY OF GENTRY TO EXECUTE A SALES AGREEMENT WITH CONTINENTAL UTILITY SOLUTIONS, INC. TO PURCHASE A UTILITY SOFTWARE BILLING SYSTEM AND RELATED HARDWARE AND SERVICES; AND FOR OTHER PURPOSES**

WHEREAS, it has come to the attention of the City of Gentry that it is desirable to enter into a sales agreement with Continental Utility Solutions, Inc. ("CUSI") for the purchase of a new utility billing software package, together with certain associated hardware and services (the "Contract"), in accordance with the Quotation attached hereto;

WHEREAS, the City desires to agree to the Contract immediately so that the process of conversion and implementation, which will likely take four to five months, may begin now, hopefully enabling the system to be fully operational by January 1, 2020; and

WHEREAS, City employees have reviewed a number of different utility billing software options, and the specific feature configuration of the software package offered by CUSI appears to be the best fit for the City's unique needs;

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

1. The City Council hereby authorizes the Finance Director of the City of Gentry to execute the Contract with CUSI for the purchase of a new utility billing software package, together with certain associated hardware and services, in accordance with the Quotation attached hereto and incorporated herein, and to otherwise execute such documents as may be reasonably required in order to complete the purchase of the said software package as provided in the Contract. The funds for said purchase are to be allocated in the 2020 City Budget.

2. The City Council of the City of Gentry, Arkansas finds that exceptional circumstances exist in connection with the proposed Contract, including the need to begin the process of migrating existing accounts immediately so as to be ready to implement the new system by January 1, 2020, and the unique feature set offered by CUSI, such that the competitive bidding procedure outlined by Ark. Code Ann. § 14-58-303 is deemed not feasible or practical, and it is in the best interests of the citizens and residents of the City of Gentry, Arkansas to forego competitive bidding procedures.

**PASSED and APPROVED in Regular Session this 9<sup>th</sup> day of September, 2019.**

\_\_\_\_\_  
Kevin D. Johnston, Mayor

ATTEST:

\_\_\_\_\_  
Tonya Carney, Director of Finance



CONTINENTAL UTILITY SOLUTIONS, INC.

Sales Representative: Rich Dickerson

P. O. Box 1515

Jonesboro, AR 72403

www.cusi.com

(870) 336-2209

Quote #: rd190813125427

August 13, 2019

## Sales Agreement



City of Gentry  
101 W Main St  
Gentry, AR  
72734

Tonya Carney  
479-736-2555  
tcarney@cityofgentry.com



### Economic Summary

detailed descriptions attached

Utility Billing Software	\$22,688.00
Payment Solutions	\$375.00
Website Solutions	\$0.00
Hardware	\$895.00

**Grand Total** \$28,780.00

### Payment Terms

15 Days From Date of Invoice



### Purchaser Authorization

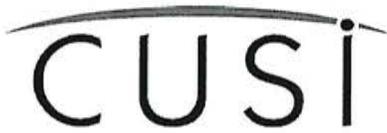
I certify that as the person signing this form I have purchasing authority for City of Gentry.

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_



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Sales Representative: Rich Dickerson

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### UMS Utility Billing Software

3,500 Service Location Licenses	\$1.50	\$5,250.00
3 Named User Licenses	\$500.00	\$1,500.00
3 Field Service Licenses	\$250.00	\$750.00

### UMS Utility Billing Software Core Modules

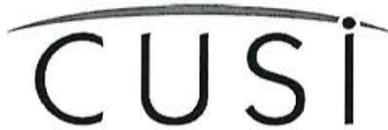
- 1 ACH Bank Draft (First Layout Included)
- 1 Lockbox Layout (First Layout Included)
- 1 Secure Ebill Module

### Add-On Modules

1 Electronic Payment Module	\$1,000.00	\$1,000.00
1 IVR Module	\$1,000.00	\$1,000.00
1 Text Messaging Module	\$1,000.00	\$1,000.00

### Add-On Interfaces

1 Automatic Meter Reading (AMR) Interface (Neptune AMR)	\$1,000.00	\$1,000.00
1 Credit Card Terminal Interface	\$1,000.00	\$1,000.00
1 Website Interface to CUSI Customer Web Portal	\$1,000.00	\$1,000.00



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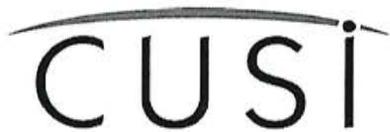
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### UMS Implementation Services

1 Basic Data Conversion Package for up to 3,500 locations*	\$1.00	\$3,500.00
Includes beginning balance data conversion of customers, locations, usages, readings, deposits, and meter information.		
*Complete data must be provided in a ASCII, delimited, or SQL format. Data extraction and data cleanup will be invoiced based upon time and effort at CUSI current services rate. CUSI will invoice client the greater of the number of service locations provided in this Sales Agreement or the actual number of service locations converted.		
1 CUSI Certified Implementation	\$4,200.00	\$4,200.00
Includes Application Implementation, Installation, Setup, Formatting, Testing, Transition Support, & Project Management		
3 Days of CUSI Certified Training	\$1,400.00	\$4,200.00
Includes Application & Database Training for All Users as Applicable		

Travel expenses for on-site work will be billed separately, if contracted.



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### Annual Technical Support & Maintenance

UMS Annual Technical Support & Maintenance:	22%	\$2,970.00
800 Line Voice, Online, Email Support, Client Services Website, Application Updates		



### Economic Summary

UMS Utility Billing Software		\$13,500.00
UMS Implementation Services		\$11,900.00
Annual Technical Support & Maintenance		\$2,970.00
	CUSI Goodwill Discount	-\$5,682.00
	<b>Total</b>	<b>\$22,688.00</b>



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### Payment Solutions

#### Turnkey Merchant Services

billed by provider

- |   |              |                 |
|---|--------------|-----------------|
| 1 Turnkey Merchant Services Package - Service fee will be the greater of: | \$2.25 or 3% | per transaction |
|---|--------------|-----------------|

*Includes Visa, MasterCard, Discover Merchant Services, Payment Gateway Service, and Electronic Check Merchant Services. Figures based on an Average Bill Estimate of \$50 and a High Bill Estimate of \$500. Average bill estimate and service fee subject to annual review. CUSI reserves the right to bill a minimum monthly fee of \$20.00 to recover any losses from inactive merchant accounts or accounts that do not cover fixed processing costs.*

#### IVR Solution

billed by provider

- |  |   |           |
|--|---|-----------|
| 1 IVR Technology Group - Outbound Only   | \$70.00   | per month |
| Rates:                                   | 7% mandatory and regulatory fees                  |           |
| Outbound IVR                             | \$0.07 per minute (billed in 6 second increments) |           |
| 1 ITG - Outbound Only One-Time Setup Fee | \$375.00  | \$375.00  |

#### Text Messaging Solution

- |  |          |           |
|--|----------|-----------|
| 1 CUSI SMS Messaging Service Monthly Fee | \$100.00 | per month |
| 1 CUSI SMS Messaging Service Usage Fee   | \$0.06   | per sms   |



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### Economic Summary

Turnkey Merchant Services	\$0.00
IVR Solution	\$375.00
Text Messaging Solution	\$0.00
<b>Total</b>	<b><u>\$375.00</u></b>



### Comments

Turnkey services for this rate includes the use of electronic checks. Should you opt out of offering electronic check services your rate will be amended to \$2.50 or 3% per transaction.



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### Website Solutions

#### CUSI Advanced Customer Web Portal - Turnkey Merchant Services

1 CUSI Customer Web Portal 2.0 Includes Design, Setup, Configuration, and Training Services.	\$1,500.00	\$1,500.00
1 CUSI Customer Web Portal 2.0 Annual Service Includes Technical Support, Maintenance, and Hosting.	\$1,500.00	\$1,500.00

Note: To have full live functionality of the customer web portal a server must be in place that meets the necessary requirements. Failure to have the necessary hardware in place will result in your CWP installation being forced to use a daily batched file exchange and will experience decreased functionality.



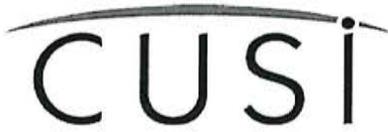
### Economic Summary

CUSI Advanced Customer Web Portal - Turnkey Merchant Services	\$3,000.00
CUSI Turnkey Merchant Services Discount	-\$1,500.00
CUSI Turnkey Merchant Services Annual Discount	-\$1,500.00
<b>Total</b>	<b>\$0.00</b>



### Comments

Purchasing additional CUSI software, modules, and interfaces may have an impact on your annual technical support rate upon your next CWP Annual Service renewal.



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### Add-On Software & Services

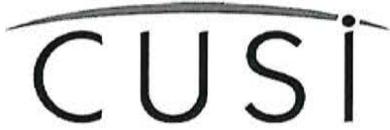
#### Additional Software for UMS Utility Billing Solution

1 SQL Server 2017 Standard (CAL Model)	\$898.00	\$898.00
12 SQL Server 2017 Additional Client Access License	\$327.00	\$3,924.00



#### Economic Summary

Additional Software for UMS Utility Billing Solution	\$4,822.00
<b>Total</b>	<b>\$4,822.00</b>



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### Hardware

1 Epson Receipt Printer	\$595.00	\$595.00
1 Standard Non-EMV Credit Card Terminal	\$300.00	\$300.00



### Economic Summary

Hardware	\$895.00
<b>Total</b>	<b>\$895.00</b>



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### Terms of Sale

Company has ordered and agrees to purchase from CUSI the products and services defined under this Sales Agreement at the listed quantities and rates. Upon receipt of an executed Sales Agreement CUSI shall ship all products to the Company address and contact defined above and services shall be scheduled and initiated. Company acknowledges that CUSI's products and services are subject to the terms and conditions of a separate Software License Agreement between Company and CUSI located at [www.cusi.com/legal](http://www.cusi.com/legal). CUSI hereby disclaims all representations and warranties with respect to any product which is not manufactured or otherwise created by CUSI, whether express, implied or statutory including but not limited to, any warranties of merchantability, fitness for a particular purpose, title or non-infringement. Monthly or yearly rates for services provided by CUSI or third parties may be subject to price increases with or without notice. Payment for products and services shall be made by Company based upon the Payment Terms defined in the Sales Agreement. Any service requiring CUSI or third parties to travel will incur corresponding expenses that will be billed actual as incurred unless otherwise noted. Travel requiring more than 5 hours of travel time will be billed an additional charge equal to 50% of the daily rate. Company understands and agrees that it is responsible for paying any sales, use, excise or transaction taxes with respect to the products and services under this Sales Agreement. If Company is tax exempt, company shall provide CUSI with such tax exemption documentation. If Company is not tax exempt or does not provide exemption documentation, CUSI shall invoice for such applicable taxes on each invoice. In the event that CUSI does not invoice sales or similar taxes to Company and such taxes are ultimately determined to be due by a government entity or court of law, Company agrees to pay in full all such taxes, including any applicable interest or penalties. In the event the tax exemption documentation provided by the Company is disallowed or deemed invalid, Company agrees to pay in full all such taxes, including any applicable interest or penalties.

### Tax Exempt Status

Initial where appropriate:

\_\_\_\_\_ This entity IS EXEMPT from sales tax and will provide or has provided our exemption certificate

\_\_\_\_\_ This entity IS NOT EXEMPT from sales tax

### Quotation Terms

This quote is valid until 10-15-2019

### Execution Instructions

Execute, date, and email all pages to sales representative. Include Tax Exempt Certificate and Sign Off page from Pre-Sale Implementation Guide.

## September Water & Finance Committee Meeting Agenda Items

1. CUSI- Informational packet included from CUSI \$28,780
  - a. Customer Benefits
    - i. \$2.25 per credit card transaction up to \$100 then it becomes 3%. This is a savings of \$2.45 per transaction for customers
    - ii. The online payment and bill review options are easier.
    - iii. For the first time this will allow customers the opportunity to sign up for service online. Which is often requested.
    - iv. Allows for the opportunity to text, call or email customers to advise of shut-off or other notices. We currently only have calling options.
    - v. Speeds the in-office credit card payment option as customers will be able to swipe their own cards and have a system provided receipt. Currently staff must take the card enter it into a separate system then go back to the current system and print 3 different receipts.
    - vi. Currently if billing or updates or backups are running, we are unable to assist a customer with any billing detail so if a customer doesn't have their bill, we are unable to look up their current total.
  - b. Employee Benefits
    - i. Reporting- nearly all reports are generated in PDF and are unable to be created in more useful CSV or Excel formats. Better reporting means more accurate information for state and other agency reporting.
    - ii. More efficient service process. Field crews will be able to complete service orders in real time in the field instead of writing and email the office to request completion
    - iii. Field crews will be able to access Google maps through the system to find an exact meter or address location within feet.
    - iv. The ability for office and field staff to have access to visible notes such as dangerous dog on property, etc.
    - v. Able to assist customer even during the billing and backup processes so better customer service can be provided.
    - vi. Payments made online are uploaded in real time and there is no need for delays and second checks before cut-offs are made.
    - vii. Reduced liability for staff by not handling customer credit cards directly.
    - viii. More effective communication between all staff levels.
    - ix. Multiple locations within the office able to take payments if there is a failure at a single computer.
    - x. Ability to assign categories to addresses instead of making new routes to identify information.
    - xi. More support staff available to assist with situations that arise.
    - xii. Current system creator, owner, programmer passed away within the last 2 years and we believe this to be a stagnate operation which is not appearing to evolve to current methods and technology.

RESOLUTION NO. \_\_\_\_\_

CITY OF GENTRY, ARKANSAS

**RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH  
WASHINGTON COUNTY, ARKANSAS REGARDING  
THE NORTHWEST ARKANSAS CRISIS STABILIZATION UNIT**

WHEREAS, Washington County, Arkansas has recently opened the Northwest Arkansas Crisis Stabilization Unit (the "NWACSU"), a facility designed to help people stay out of jail by offering mental health and co-occurring substance treatment; and

WHEREAS, the City of Gentry desires to be able to utilize the services offered by the NWACSU;

THEREFORE, BE IT RESOLVED by the City Council for the City of Gentry that the attached Memorandum of Understanding between Washington County, Arkansas and the City of Gentry regarding the NWACSU is hereby ratified and approved. The Mayor is authorized to execute said Memorandum on behalf of the City and to take such further action as may be necessary to carry out the terms thereof.

**PASSED and APPROVED in Regular Session this 9<sup>th</sup> day of September, 2019.**

\_\_\_\_\_  
Kevin D. Johnston, Mayor

ATTEST:

\_\_\_\_\_  
Tonya Carney, Director of Finance

**MEMORANDUM OF UNDERSTANDING**

**NORTHWEST ARKANSAS CRISIS STABILIZATION UNIT**

This Memorandum of Understanding (“MOU”) is entered into by and between Washington County, Arkansas (“Washington County” or the “County”) and the City of Gentry (“Gentry” or the “City”).

**W I T N E S S E T H :**

**WHEREAS**, counties routinely provide treatment services to the estimated 2 million people with serious mental illnesses booked into jail each year; and,

**WHEREAS**, prevalence rates of serious mental illnesses in jails are three to six times higher than for the general public; and,

**WHEREAS**, almost three-quarters of adults with serious mental illnesses in jails have co-occurring substance use disorders; and,

**WHEREAS**, adults with mental illnesses tend to stay longer in jail and, upon release, are at a higher risk of recidivism than people without these disorders; and,

**WHEREAS**, county jails spend two to three times more on adults with mental illnesses that require interventions compared to those without these treatment needs; and,

**WHEREAS**, without the appropriate treatment and services, people with mental illnesses continue to cycle through the criminal justice system, often resulting in tragic outcomes for these individuals and their families; and,

**WHEREAS**, all counties take pride in their responsibility to protect and enhance the health, welfare, and safety of its residents in efficient and cost-effective ways; and,

**WHEREAS**, Washington County has secured an appropriate facility for the Northwest Arkansas Crisis Stabilization Unit (“NWACSU”), which will help people stay out of jail by offering mental health and co-occurring substance treatment; and,

**WHEREAS**, through Stepping Up, the National Association of Counties, The Council of State Governments Justice Center, and the American Psychiatric Association Foundation are encouraging public, private, and nonprofit partners to reduce the number of people with mental illnesses in jails; and,

**WHEREAS**, the Counties recognize that they have a responsibility to maintain and operate jails and acknowledge that there are increasing numbers of persons incarcerated in their respective county jails with mental health and co-occurring substance abuse issues and that jails are searching for alternative solutions to incarceration; and,

**WHEREAS**, in an attempt to address these growing concerns, the State of Arkansas enacted Act 423 of 2017, otherwise known as the Criminal Justice Efficiency and Safety Act of 2017, which authorized the opening of regional crisis stabilization units and provided partial funding for the staffing of said units; and,

**WHEREAS**, the County and City acknowledge that Washington County alone cannot, and should not, be solely responsible for the maintenance and operations of the NWACSU; and,

**WHEREAS**, the County and City desire to enter into a contractual agreement whereby City funds are made available to Washington County to assist in the maintenance and operation of the NWACSU.

**IT IS THEREFORE HEREBY AGREED THAT:**

**Section 1. Payments.** To help defray the cost of personnel, supplies, and services provided by the NWACSU, the City of Gentry agrees to pay forty dollars (\$40.00.) per day, up to the length of stay, for each individual it delivers to the NWACSU for treatment. The medical services provider shall determine the length of stay necessary. A day is defined as any amount of time, during a calendar day, after acceptance for admission into the NWACSU.

**Section 2. Annual Review.** The Washington County Judge and the Criminal Justice Advisory Board shall review the amount listed in Section 1 annually and send notice of modifications by September 1<sup>st</sup> of each year and said modifications shall go into effect January 1<sup>st</sup> of the following year. All modifications shall be in writing and signed by the participating counties, cities and law enforcement agencies.

**Section 3. Payment Due Date.** Washington County shall send an itemized bill to the City by the fifteenth (15<sup>th</sup>) day of each month. The payments identified above shall commence on January 1, 2020.

**Section 4. Use.** The City shall be responsible for transporting individuals to the NWACSU. If the NWACSU is at maximum capacity and unable to accept new individuals, the medical services provider will provide verbal notification to each Crisis Intervention Team (“CIT”) officer that calls in while the facility is closed to admissions.

**Section 5. Ratification.** If the City fails to ratify this agreement, it may not participate in the NWACSU.

**Section 6. Duration.** The duration of this agreement shall be perpetual, unless and until the State of Arkansas reduces or withdraws funding of the NWACSU, or either party terminates this agreement in accordance with its terms.

**Section 7. Non-appropriation.** Notwithstanding anything contained in this Agreement to the contrary, if the City fails to appropriate funds for subsequent periods within the term of this Agreement, the City shall not be obligated to make payment(s) beyond the then-current fiscal appropriation period, provided that once an appropriation is made, the City is obligated to provide funds for that appropriation period.

**Section 8. Change of Designated Representative.** Should the City need to change its designated representative, the City shall immediately provide written notice to Washington County and the contracted medical services provider, so as to ensure that the City is provided with updates regarding current billing information.

**Section 9. Ownership and Disposition of Property.** Washington County owns and will continue to own, or will enter into a lease agreement, for the facility that will house the NWACSU. All personal property, i.e. furniture, medical equipment, computer equipment, etc., provided at the facility is, and will continue to be, the property of Washington County. The City

will have no legal authority, right, or title to the facility that houses the NWACSU or the personal property contained therein.

**Section 10. Length of Stay.** The length of stay for an individual admitted to the NWACSU shall not exceed the amount of time allowed by state and federal law. The average length of stay shall not exceed 72 hours, and under no circumstances shall the length of stay exceed 96 hours.

**Section 11. Program Goal.** The goal of the program is to improve the lives of individuals with behavioral health issues by assisting them to gain access to case management and other appropriate resources in the community.

**Section 12. Criminal Justice Advisory Board.** The Northwest Arkansas Criminal Justice Advisory Board (“CJAB”) will periodically review data and records of the participating jails and the NWACSU in order to assist with the transfer of data and/or make recommendations for protocols for the efficient use of criminal justice resources when applicable. Additionally, the Board will provide information regarding NWACSU activities and accomplishments to the Washington County Quorum Court upon request. Members of the Advisory Board will be appointed by the Washington County Judge.

**Section 13. Individual Agency Responsibilities and Staff Commitments:**

**WASHINGTON COUNTY**

1. Washington County will contract for and fund the construction of the NWACSU facility.
2. Washington County will provide ongoing maintenance and utilities for the NWACSU.
3. Washington County will enter into and manage the services contract with a medical services provider for the NWACSU.
4. Initially, only mental health and co-occurring substance abuse services will be provided at the NWACSU. In the future, sobering beds may added to the scope of services.
5. Washington County will participate as an active member in the CJAB.
6. Washington County will provide necessary training to new or replacement committee members.
7. Washington County will receive, analyze, and report all required data as required by the State of Arkansas (“State”) in order to receive reimbursement for funding of the NWACSU.
8. Washington County will ensure that the medical services provider reports all data necessary to continue participation in the State CSU pilot program.

**CITY OF GENTRY**

1. The designated representative of the City shall contribute data to the program as defined in Attachment 1, Data Collection and Sharing.
2. The City will ensure that its officers receive CIT training as required by state law.
3. The City shall provide funding as agreed upon herein.
4. The City shall provide transportation to the facility by a CIT trained officer, or his or her designee, for any individual who meets the agreed upon criteria for admission to the NWACSU as defined in Attachment 2, Criteria for Admission.
5. The City agrees that individuals may be sent to the NWACSU from jails or community mental health centers. At this time, the NWACSU shall prioritize services for individuals

with whom CIT trained officers have made contact with during the normal course of their business and a determination that the individual meets the agreed upon criteria for admission to the NWACSU as defined in Attachment 2, Criteria for Admission is made. These individuals have not been charged with a crime or booked into a jail.

6. The City will abide by all policies and procedures developed and agreed to between Washington County and the medical services provider, including but not limited to those regarding submittal of basic information prior to drop-off at the CSU and criteria for admissions.

**Section 14. Agreement.** In creating this partnership and uniting around the goal of improving public safety, we are pledged to enhance communication and cooperation among regional counties, law enforcement agencies, and the medical services provider. Through this linkage of services, we expect improved outcomes and effectiveness in addressing the needs of persons with behavioral health issues.

**Section 15. Data Sharing.** The partners agree that sharing data between and among themselves is crucial to the success of the NWACSU. Thus, the partners agree to develop a plan and protocols for the collection and sharing of program data, and to share all needed data, as long as doing so does not violate any law or regulation. Any information used and collected will be for the sole purpose of the NWACSU. Confidentiality of the program participant is paramount. However, compiled data, absent any individually identifying information, will be provided to State as required for continued participation in the State's crisis stabilization unit pilot program, for reimbursement purposes from the State, and to seek other funding sources, such as grants.

**Section 16. Conflict Resolution.** Any conflict that arises will be referred to the Washington County Judge's Office for resolution. Washington County shall attempt to resolve the problem to ensure continuation of the Program. If unable to resolve the conflict, the individual county or city can exercise its right to terminate.

**Section 17. Agreement Modifications.** Any individual county or city wishing to amend and/or modify this Agreement will notify the Washington County Judge's Office in writing. Washington County will address the issue(s) for the purpose of modifying and/or amending the Agreement within a reasonable time, not to exceed ninety (90) days following receipt of the written request. Otherwise, the MOU shall be reviewed annually, beginning on January 1, 2020, by the Washington County Judge's Office to ensure compliance with best practices. All modifications shall be in writing and signed by the parties hereto.

**Section 18. Termination of Agreement.** If the City is contemplating terminating its participation in this Agreement, it shall first notify Washington County of its concerns. Washington County shall attempt to resolve the problem to ensure continuation of the program. If unable to resolve the problem, the City can exercise its right to terminate this Agreement immediately for a material breach of this Agreement or, for all other reasons, by notifying the County in writing a minimum of thirty (30) days prior to such termination.

**Section 19. Term.** This MOU is effective when it is signed by both parties, and shall remain in effect until terminated.

IN WITNESS WHEREOF, the parties have executed this Agreement.

\_\_\_\_\_  
Washington County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor of Gentry

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING  
NORTHWEST ARKANSAS CRISIS STABILIZATION UNIT**

**ATTACHMENT 1**

**DATA SHARING**

This attachment to the Memorandum of Understanding (“MOU”) for the Northwest Arkansas Crisis Stabilization Unit (“NWACSU”) provides detail as to the data-sharing component of the MOU. The details below are subject to modification upon negotiation among and agreement between the parties to the MOU.

**Considerations**

There are several points of common understanding that convey the spirit of this attachment:

1. “Data” means individual-level and comprehensive information housed in the party’s records management system(s), to include, but not limited to, the following field descriptors; name, age, date of birth, race, sex, Social Security Number, individual’s address, location of arrest, type hold, type charge, classification (felony or misdemeanor), court information, dispatch information (e.g., how the call was initiated, how many officers were deployed, how many ambulances were deployed, was a Crisis Intervention Team Officer involved, if not was a an officer with Crisis Intervention Training on scene, was the arrestee violent or did the officers use force), total number of individual’s incarcerated, total number of incarcerated individuals with a serious mental illness, total number of individuals who screen positive on a mental health screen, total number of individuals who screen positive on a substance abuse screen, number of individuals who are diagnosed with a serious mental illness while incarcerated, average length of stay for individuals without a serious mental illness, average length of stay for individuals with a serious mental illness, recidivism rate for those without a serious mental illness, and recidivism rate for those with a serious mental illness.
2. “De-identify” means that parties will be responsible for removal of individual identifiers (name, Social Security Number, address) and, when necessary, replace them with alternative unique identifiers prior to the transfer of arrest information to Washington County.
3. Parties shall deliver Data through a mutually agreed upon format and secured data transmission process. Counties and law enforcement agencies are responsible for the security of the Data prior to and during transmission. Recipient is responsible for the security of the Data after transmission.
4. Whenever possible, the parties will share existing Data, rather than having to collect/create new Data that does not exist at the time of this agreement.
5. All of the parties agree that, to the extent possible, the parties wish to operate the Deflection Program (the “Program”) efficiently, while avoiding the creation of new work for their individual staff.
6. The Data provided to the Program will be restricted to that which is needed for the Program’s purposes.
7. Parties may not use the Data to contact any individual who is the subject of the information.
8. At all times, the parties in the Program will be the owners of their own Data.

9. At all times, the parties in the Program will de-identify mental health information received in the course of Program activities and shall be kept such Data confidential and nonpublic, and in accordance with applicable federal, state, and local laws. *See* Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5), (collectively referred to hereinafter as "HIPAA"); Ark. Code Ann. § 25-19-105.
10. All parties to the MOU are bound by applicable laws and regulations at the federal, state, and local levels.
11. Parties shall report to the involved party within twenty-four (24) hours of becoming aware of any security breach or use or disclosure of the party's Data in violation of this Agreement or applicable law.

#### Data specifics

1. The initial Data that will be provided to the medical services provider, as the central point for the Program, includes the following as available:
  - Name
  - Date of birth
  - Contact information for the individual
  - Date, time and location of call
  - Time spent on call
  - Case notes- including previous law enforcement contact with the individual
  - Answer to questions:
    - "Would this person benefit from behavioral health/substance abuse services?"
    - "Is the person open to treatment and follow-up contact?"

The above Data will be provided by the law enforcement agency prior to dropping off the individual at the CSU.

2. Each participating county/local jail shall immediately provide medical records to the NWACSU upon receipt of a signed authorization and/or release provided by the NWACSU or pursuant to a simple request from NWACSU, if a Business Associate Agreement has been entered into.
3. Each participating county/local jail and law enforcement agency shall provide Data and records as requested by the CJCC.
4. Each participating county/local jail and law enforcement agency shall provide Data and records as requested by Washington County for the purpose of seeking reimbursement from the State and/or compiling data to seek additional opportunities to grow the NWACSU Program.
5. Each participating county/local jail and law enforcement agency shall provide Data and records in accordance with the rules promulgated by the Arkansas Crime Information Center (ACIC) pursuant to Act 423 of 2017.

#### Modifications

The specifics of this attachment are subject to modification by the partners to the MOU. Requested/proposed modifications will be subject to the modification provision in the MOU.

**MEMORANDUM OF UNDERSTANDING  
NORTHWEST ARKANSAS CRISIS STABILIZATION UNIT**

**ATTACHMENT 2**

**CRITERIA FOR ADMISSION**

DEFINITION: A Crisis Stabilization Unit (CSU) is defined as a program of non-hospital emergency services, with sixteen or fewer beds, providing crisis stabilization for individuals who are experiencing a behavioral health crisis and/or detained by law enforcement, as authorized by Act 423 of 2017. CSUs provide observation, evaluation and emergency treatment and referral, when necessary, for inpatient psychiatric or substance use disorder treatment services.

DESCRIPTION OF SERVICE: This level of care provides a facility-based program where patients with an urgent/emergent need can receive crisis stabilization services in a safe, structured setting. It provides continuous 24-hour observation and supervision for individuals who do not require intensive clinical treatment in an inpatient setting and would benefit from a short-term structured stabilization setting. The primary objective of the CSU is to promptly conduct a comprehensive assessment of the patient and to develop a treatment plan with emphasis on crisis intervention services necessary to stabilize and restore the patient to a level of functioning that requires a less restrictive level of care. CSU stays are short-term, with efficient and coordinated transfer of the individual to a less restrictive level of care following stabilization or a more restrictive level of care as needed. Prior to discharge, there is a documented active attempt at coordination of care with appropriate community-based services or agencies. Licensure and credentialing requirements specific to facilities and individual practitioners do apply and are found in the Arkansas Department of Human Services, Behavioral Health Acute Crisis Unit Certification.

ADMISSION CRITERIA: All the following criteria are necessary for admission to this level of care.

1. A law enforcement officer, employed by a participating county and/or law enforcement agency, who has received crisis intervention training (“CIT”) as mandated by state law, makes contact with the individual and determines that the CSU is an appropriate option for the individual.
2. Law enforcement has not made contact with the individual due to the commission of a felony level offense.
3. The individual is eighteen (18) years old or older.
4. The individual presents with acute onset or exacerbation of a behavioral health related condition, not constituting an immediate substantial likelihood or harm, but if left untreated may deteriorate into a behavioral health emergency.
5. There is clinical evidence that the individual’s active symptomology is consistent with a DSM 5 diagnosis that is primarily psychiatric in nature (i.e., not solely due to developmental disability, neurological condition, or substance abuse disorder).
6. The individual’s condition can be reasonably expected to respond to intensive, structured intervention and stabilization, allowing the individual to continue to receive services at a less restrictive level of care.

7. The individual voluntarily consents to receive services at this level of care.
8. The individual is presently on an involuntary commitment but is without a current pick up order issued by the court.
9. Priority of admission shall be given to individuals in the "Cohort Group" established by Washington County as required by DHS for participation in the CSU Pilot Program. The "Cohort Group" shall consist of all individuals in the counties of Washington, Madison, Benton, and Carroll.
10. If the NWACSU is at maximum capacity and unable to accept new individuals, the medical services provider will provide verbal notification to each CIT officer that calls in while the facility is closed to admissions.

EXCLUSION CRITERIA: Any of the following criteria are sufficient for exclusion from this level of care:

1. The individual's psychiatric and/or medical condition is of such severity that it can only be safely treated in an inpatient setting, including, but not limited to:
  - a. The individual demonstrates suicidal/assaultive/destructive ideas, threats, or plans, which present risk to self or others as evidenced by degree of intent, lethality of plan, means, hopelessness or impulsivity.
  - b. The individual is imminently unable to care adequately for his/her own physical needs due to disordered/bizarre behavior to the extent that immediate stabilization is required.
  - c. The individual meets InterQual criteria for admission to a hospital for planned medical detox.
  - d. The individual is presently on conditional release under Act 911.
  - e. The individual is presently on involuntary commitment with a current pick up order that has been issued by the court.
2. The individual has a history of poorly controlled epilepsy as show by seizures in the last seven (7) days.
3. The individual has had a recent head injury, which was observed by the referring party.
4. Individuals with casts, canes, or who are otherwise non-ambulatory.
5. Individuals with open wounds requiring extensive wound care.
6. The individual can be safely maintained and effectively treated in a less intensive and less restrictive level of care.
7. The primary problem is socioeconomic (i.e., family conflict, lack of housing etc.) or one of physical health without a concurrent major psychiatric episode meeting criteria for this level of care.
8. The care being provided to the individual is primarily custodial in nature.
9. Individuals who attempt to "walk-into" the NWACSU.

CONTINUED STAY CRITERIA: All the following criteria are necessary for continuing treatment at this level of care:

1. The individual's condition continues to meet admission criteria at this level of care and does not require a more intensive level of care.

2. Care is rendered in a clinically appropriate manner, is focused on the individual's behavioral and functional outcomes and is carefully structured to achieve optimum results in the most time efficient manner possible consistent with sound clinical practice.
3. Progress in relation to specific symptoms or impairments is clearly evident and can be described in objective terms, but goals of treatment have not yet been achieved or there has been clinically appropriate treatment plan adjustments to address the lack of progress.
4. There is a documented active attempt at coordination of care with appropriate community-based services or agencies.

DISCHARGE CRITERIA: Any of the following criteria are sufficient for discharge at this level of care:

1. The individual's documented treatment plan goals and objectives have been substantially met.
2. The individual has clinically improved and stabilized to the point where they can be safely maintained and effectively treated in a less intensive and less restrictive level of care.
3. The individual is not making progress toward treatment goals and there is no reasonable expectation of progress at this level of care.
4. The member is not likely to respond or is not responding to stabilization efforts and requires a more structured, monitored, and locked unit in order to assure the member's or others' safety.
5. The individual is in need of acute medical treatment requiring a hospital setting.

## **ADMISSIONS AND EXCLUSION CRITERIA FOR LAW ENFORCEMENT**

The NWACSU will perform admissions twenty-four hours a day, seven days a week, three-hundred and sixty-five days of the year.

### **ADMISSION CRITERIA:**

1. A law enforcement officer, employed by a participating county and/or law enforcement agency, who has received crisis intervention training (“CIT”) as required by state law, makes contact with the individual and determines that the NWACSU is an appropriate option for the individual.
2. The individual is eighteen (18) years old or older.
3. The individual is exhibiting symptoms of a mental health disorder.
4. The individual’s behavior is not solely due to intoxication.
5. The individual is not actively suicidal or homicidal (i.e. does not have an immediate plan or intent to hurt self or others).
6. The individual would benefit from NWACSU services.
7. The individual voluntarily consents to receive services at the NWACSU.
8. The individual is presently on an involuntary commitment but is without a current pick up order issued by the court.
9. Priority of admission shall be given to individuals in the Cohort Group as established by Washington County.

### **EXCLUSION CRITERIA:**

1. Acute intoxication that results in inability to walk.
2. Gross functional impairment for any reason, medical or psychiatric (i.e. unable to speak or manage basic needs, such as basic hygiene, toileting, etc.).
3. Medical conditions that would warrant the NWACSU an unsafe facility for the individual (i.e. individuals with casts, canes, open wounds that require wound care, etc.).
4. History of aggressive acts toward staff in facility settings.
5. The individual is presently on conditional release under Act 911.
6. The individual is presently on involuntary commitment with a current pick up order that has been issued by the court.

RESOLUTION NO. \_\_\_\_\_

CITY OF GENTRY, ARKANSAS

**RESOLUTION APPROVING TERMINATION OF CITY OF GENTRY RETIREMENT  
PLAN WITH NATIONWIDE MUTUAL INSURANCE COMPANY**

WHEREAS, the City of Gentry formerly offered retirement benefits to City employees through a retirement plan administered by Nationwide Mutual Insurance Company (the "Plan");

WHEREAS, the City of Gentry changed plan providers several years ago and no longer offers employees retirement benefits through the Plan;

WHEREAS, only one City employee maintains any funds in the Plan, and that employee will, upon a termination of the Plan, have the option to receive a distribution of those funds or roll them over into a different account; and

WHEREAS, it is no longer cost-effective for the City to continue to sponsor the Plan;

THEREFORE, BE IT RESOLVED by the City Council for the City of Gentry, that the City's existing retirement plan with Nationwide Mutual Insurance Company should be terminated, and the Mayor or his designated representative are authorized to take such steps as may be necessary to effect such termination.

**PASSED and APPROVED in Regular Session this 9<sup>th</sup> day of September, 2019.**

\_\_\_\_\_  
Kevin D. Johnston, Mayor

ATTEST:

\_\_\_\_\_  
Tonya Carney, Director of Finance