

**GENTRY CITY COUNCIL AGENDA**

**MONDAY, APRIL 6, 2020**

Public Hearing: Petition to Vacate North Manor Drive, Moongate Estates Subdivision  
Meeting Called to Order  
Invocation  
Roll Call  
Review of Minutes: March 2, 2020 Regular Council Meeting

**COMMUNITY COMMENTS**

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

**UNFINISHED BUSINESS**

1. Dawn Hill East Bridge Update
2. Park Master Plan Update
  - a) Potential Land Purchase Options
  - b) Splash Pad
3. Water Storage Facility Update
4. Petition to Vacate North Manor Drive Ordinance

**NEW BUSINESS**

1. Purchase of Radios for PD & FD Resolution
2. Police Unit Purchase Resolution
3. School Resource Officer Memorandum of Understanding Resolution
4. Waiver of Utility Late Fees Ordinance w/ Emergency
5. Virtual Meeting Ordinance w/ Emergency

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, April 16, 2020 @ 7pm

|                  | <u>2018</u> | <u>2019</u> | <u>2020</u>  |
|------------------|-------------|-------------|--------------|
| City Sales & Use | \$50,436.45 | \$70,553.80 | \$100,625.34 |
| County Tax       | \$56,678.87 | \$60,579.60 | \$64,608.42  |

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

The City Council of the City of Gentry, Arkansas, met in a regular session at the Council Chambers at 6:30 p.m. on March 2, 2020. 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 | Dan Erskin |
| Kristi Reams  | Jimmy Thorburn | Jason Williams   |            |

**Absent Members:** Cindy Philpott

**Others in attendance:** City Clerk Jenny Trout, Mike James, Patrick Foy, Delia Haak, Officer Jorge Reyes, Joe Brown, Jennifer & Paige with Boys & Girls Club, Randy Moll, Jerry Martin and Larry Gregory.

At this time Mayor Johnston announced the beginning of the

**PUBLIC HEARING:**

PETITION TO VACATE RIGHT-OF-WAY, MOONGATE ESTATES SUBD.

There being no one present to speak, or raise questions regarding said Hearing, the Hearing was closed at this time and Council resumed with the regular scheduled meeting.

**REVIEW OF MINUTES: February 3, 2020- Regular Council Meeting**

**Motion:** Janice Arnold- to approve minutes as presented

**Second:** Williams

**Roll Call:** Arnold-yes Barrett -yes Crawford- yes  
Erskin-pass Reams- yes Thorburn- yes Williams- 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 calendar of events including the groundbreaking for the Children’s Advocacy Center, to be held March 5<sup>th</sup> at 10:00a.m., the Chamber Easter Egg Hunt scheduled for April 11<sup>th</sup> at 2:00p.m. in the City Park, and Freedom Fest on July 4<sup>th</sup> from noon until Fireworks.
- 3. Gentry Senior Activity Center- Maxine Foster** Presented the March calendar of events. Everyone was encouraged to attend.



**NEW BUSINESS:**

- 1) **Rustic Ridge Subd. Final Plat Acceptance Ordinance:** An Ordinance Accepting the Final Plat of Rustic Ridge Subdivision, Gentry, Arkansas; and for Other Purposes.

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

**Second:** Williams

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

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

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

**Second:** Barrett

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

**Motion Passed**

- 2) **Public Hearing Resolution- Petition to Vacate N. Manor Drive:** A Resolution Fixing April 6, 2020 for Hearing Petition to Vacate North Manor Drive, was presented for review and consideration:

**Motion:** Barrett- to pass Resolution as presented

**Second:** Arnold

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

**Motion passed.**

- 3) **Personnel Handbook Update Resolution:** A Resolution Amending sections 1.3, 3.2, 3.3, 3.5, and 6.2 of the City of Gentry Personnel Handbook, was presented for review and consideration:

**Motion:** Erskin- to accept the resolution as presented

**Second:** Arnold

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

**Motion passed.**

- 4) **Drug- Free Workplace Policy Ordinance w/Emergency Clause:** An Ordinance Establishing an Updated Drug-Free Workplace Policy; Repealing Inconsistent Ordinances; Declaring an Emergency; and for Other Purposes:

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

**Second:** Erskin

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

**Motion Passed.** City Attorney Joel Kurtz read by heading only.

**Motion:** Crawford- to pass on three readings with a single vote  
**Second:** Thorburn  
**Roll Call:** Williams-yes    Arnold-yes    Barrett-yes    Crawford-yes  
                  Erskin-yes    Reams-yes    Thorburn-yes  
**Motion passed.**

**Motion:** Arnold- to pass on Emergency Clause  
**Second:** Barrett  
**Roll Call:** Williams-yes    Arnold-yes    Barrett-yes    Crawford-yes  
                  Erskin-yes    Reams-yes    Thorburn-yes  
**Motion passed.**

5) **Catastrophic Leave Bank Program Ordinance:** An Ordinance Adopting a Catastrophic Leave Bank Program for City Employees; and for Other Purposes

**Motion:** Barrett- to suspend the rules and read by heading only  
**Second:** Thorburn  
**Roll Call:** Thorburn-yes    Williams-yes    Arnold-yes    Barrett-yes  
                  Crawford-yes    Erskin-yes    Reams-yes  
**Motion passed.** City Attorney Joel Kurtz read by heading only.

**Motion:** Barrett- to pass on three readings with a single vote  
**Second:** Williams  
**Roll Call:** Thorburn-yes    Williams-yes    Arnold-yes    Barrett-yes  
                  Crawford-yes    Erskin-yes    Reams-yes  
**Motion passed.**

6) **Disposal of 1981 Seagrave Ladder Truck Vin# 1F9FL28S9BCST2107:** Mayor Johnston addressed the Council with the option of disposal by way of Public Auction (GovDeals).

**Motion:** Erskin- to dispose of the Seagrave Ladder Truck by way of publication  
**Second:** Thorburn  
**Roll Call:** Williams-yes    Arnold-yes    Barrett-yes    Crawford-yes  
                  Erskin-yes    Reams-yes    Thorburn-yes  
**Motion passed.**

**ANNOUNCEMENTS AND COMMENTS**

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

**\* City Sales & Use & County Tax for 2018, 2019 & 2020 were listed.**

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

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

**Second:** Williams

**All in favor. None opposed.**

**Motion Approved.**

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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 VACATING NORTH MANOR DRIVE;  
AND FOR OTHER PURPOSES.

WHEREAS, a petition was duly filed with the City of Gentry, Arkansas on the 27th day of February, 2020, asking the City Council to vacate and abandon a certain street within the City known as North Manor Drive, said street being described as follows:

A road right-of-way known as North Manor Drive, being more particularly described as commencing at an existing one inch (1") pipe, marking the Southwest Corner of Lot 2, Moongate Estates, thence by bearing and distance the following courses: North 03°00'50" East along the West line of Lot 2, a distance of 90.19 feet to the South right-of-way of North Manor Drive and the Point of Beginning; thence North 03°00'50" East a distance of 35.15 feet to the North line of Deed Book 368 Page 93 and the North right-of-way of North Manor Drive; thence along said North Deed Line and North right-of-way, South 87°54'17" East a distance of 289.66 feet to the Westerly right-of-way of AHTD Job No. 090154; thence along said West right-of-way line, South 05°11'55" West a distance of 35.24 feet to a two and one-half inch (2 ½") aluminum monument stamped Arkansas Highway Transportation Department PS 883 being on the South right-of-way of North Manor Drive; thence continuing along the South right-of-way of North Manor Drive, North 87°53'42" West a distance of 288.31 feet to the point of beginning. Containing .23 Acres +/-.

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

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

Section 1: The City of Gentry, Arkansas hereby releases, vacates and abandons North Manor Drive, together with the rights of the public generally in and to such Street/Alley.

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

PASSED and APPROVED in regular session this 6th day of April, 2020.

\_\_\_\_\_  
Kevin Johnston, Mayor

ATTEST:

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

PETITION TO VACATE

Which is described as follows:

Petition to Vacate a Street Right of Way located at 1359 S Gentry BLVD in the City of Gentry, Arkansas.

Dear Gentry City Council,

We, the undersigned, being all of the owners of the real estate of or adjacent to the Street Right of Way to be vacated hereinafter sought to be abandoned and vacated, lying in Gentry, Arkansas, petition to vacate a Right of Way which is described as follows:

Legal Description of area to be vacated: See attached Exhibits.

Petitioners state that the above described real estate will not adversely affect the public interest and welfare and would also not be adversely affected by the abandonment of the above described Street Right of Way.

The petitioners recommend that the City of Gentry, Arkansas, abandon and vacate the above described real estate, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

Jason and/or Allison England

1359 S Gentry Blvd

Parcel 10-00676-000

  
Signature

2/25/2020

Date

Alan and/or Cheryl Lutz

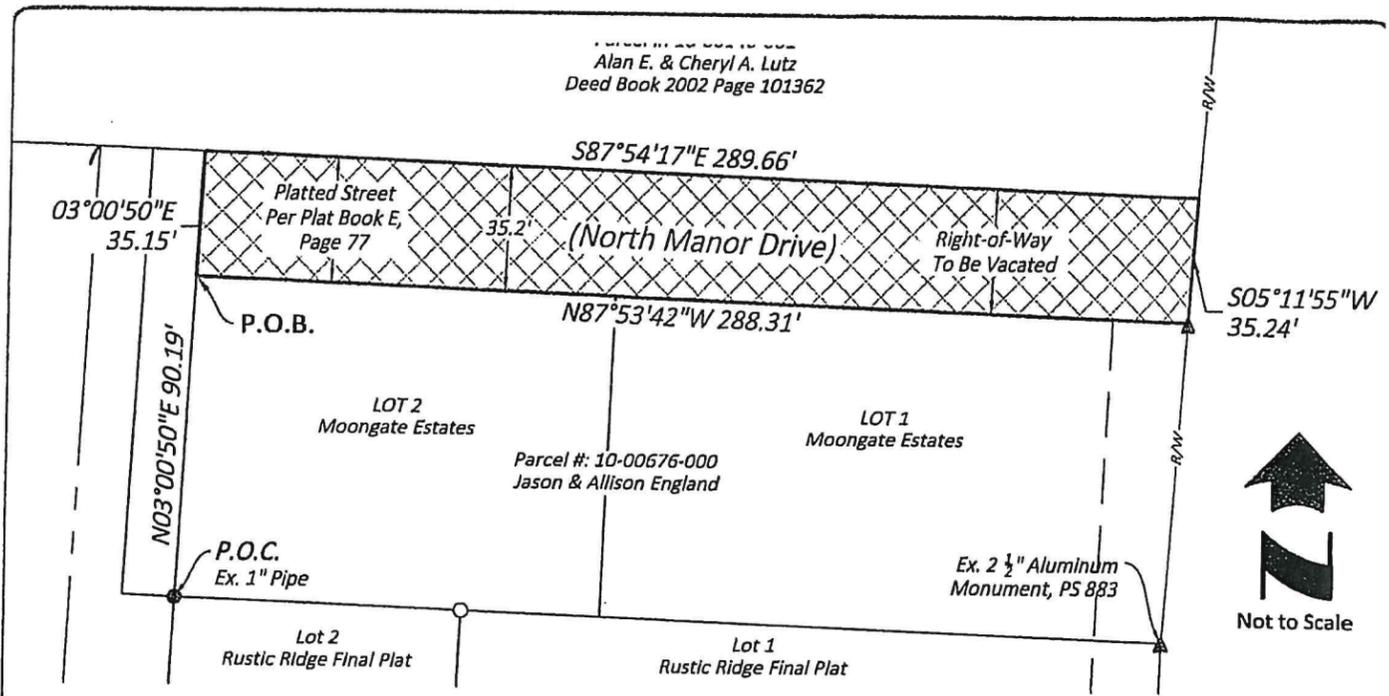
1345 S Gentry Blvd

Parcel:10-00146-001

  
Signature

2/26/2020

Date



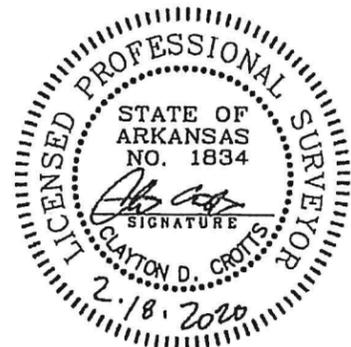
**Right of Way Vacation - North Manor Drive**

A road Right of Way depicted as North Manor Drive being part of Deed Book 368 Page 93 and also being a part of the record Plat of Moongate Estates, Plat Book E Page 77 filed for record September 30, 1964, being more particularly described as follows:

Commencing at an existing one inch (1") pipe, marking the Southwest Corner of Lot 2, Moongate Estates, thence by bearing (basis of bearing, Grid North) and distance the following courses: North 03°00'50" East along the West line of Lot 2, a distance of 90.19 feet to the South Right of Way of North Manor Drive and the **Point of Beginning**; thence North 03°00'50" East a distance of 35.15 feet to the North Line of Deed Book 368 Page 93 and the North Right of Way of North Manor Drive; thence along said North Deed Line and North Right of Way, South 87°54'17" East a distance of 289.66 feet to the Westerly Right of Way of AHTD Job No. 090154; thence along said West Right of Way Line, South 05°11'55" West a distance of 35.24 feet to a two and one-half inch (2 1/2") aluminum monument stamped Arkansas Highway Transportation Department PS 883 being on the South Right of Way of North Manor Drive; thence continuing along the South Right of Way of Manor Drive, North 87°53'42" West a distance of 288.31 feet to the **Point of Beginning**. Containing .23 Acres +/-

**LEGEND**

- Boundary Line
- Adjacent Boundary Line
- Right-Of-Way Line
- Easement Line
- Area of R/W to be Vacated



Not A Survey



2407 SE COTTONWOOD STREET • BENTONVILLE, AR 72712 • 479.273.2209 • MORRISONSHIPLEY.COM

**EXHIBIT "A"  
RIGHT-OF-WAY VACATION**

**Gentry, Benton County, Arkansas**

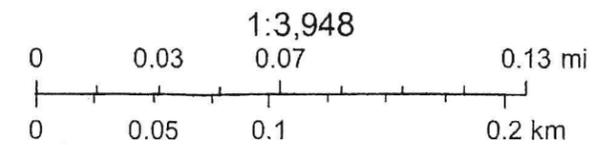
|               |            |
|---------------|------------|
| Drawn By:     | TBL        |
| Date:         | 02.06.2020 |
| Project No:   | RLP-19     |
| Drawing Name: | EXHIBIT    |



February 28, 2020

- graphicsLayer0
- Parcels
- Major Roads
- Streets
- Major Roads
- Cities
- AVOCA
- BELLA VISTA

- BENTONVILLE
- CENTERTON
- GARFIELD
- BETHEL HEIGHTS
- DECATUR
- GATEWAY
- CAVE SPRINGS
- ELM SPRINGS
- GENTRY



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

CITY OF GENTRY, ARKANSAS

**RESOLUTION AUTHORIZING THE PURCHASE OF NEW  
RADIO FOR THE POLICE AND FIRE DEPARTMENTS.**

WHEREAS, Benton County is in the process of implementing a new emergency-communications radio system;

WHEREAS, the new system will require that the City of Gentry upgrade its police and fire radios to maintain compatibility;

WHEREAS, radios meeting the County's requirements may be purchased from Smith Two-Way Radio Inc. pursuant to the attached purchasing contracts, which comport with the State procurement guidelines and the requirements of Arkansas law for such purchase;

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

Section 1. That the Mayor is hereby authorized to execute the attached purchase contracts and such other documents as may be reasonably required to accomplish the purchase of the required radios through Smith Two-Way Radio Inc., at a price not to exceed \$70,000.00, together with any applicable taxes and other ancillary expenses directly related to the purchase.

PASSED and APPROVED this \_\_\_\_ day of April, 2020.

\_\_\_\_\_  
Kevin Johnston, Mayor

ATTEST:

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

Smith Two-Way Radio Inc.

520 N. College Ave.  
 Fayetteville, AR 72701  
 479-443-2222

# Estimate

|           |            |
|-----------|------------|
| Date      | Estimate # |
| 3/20/2020 | 995        |

| Name / Address   |     | Ship To       |             |
|--|-----|---------------|-------------|
| GENTRY PD<br>101 WEST MAIN ST.<br>GENTRY, AR 72734                                       |     |               |             |
| P.O. No.   | Rep | serial number |             |
|  | MK  |               |             |
| Description  | Qty | Cost          | Total       |
| VM5000 7/800 MHZ MOBILE RADIO  | 8   | 1,565.00      | 12,520.00T  |
| 700/800 MHZ MODEL 2 BLACK PORTABLE RADIO WITH BATTERY, CAHRGER, ANTENNA, AND SPEAKER MIC | 14  | 1,595.60      | 22,338.40T  |
| Sales Tax  |     | 3,311.55      | 3,311.55    |
| <b>Total</b>   |     |               | \$38,169.95 |

Customer Signature \_\_\_\_\_

Estimate is valid for 30 days from issued date.  
 Shipping is not included.

Smith Two-Way Radio Inc.

520 N. College Ave.  
 Fayetteville, AR 72701  
 479-443-2222

# Estimate

| Date      | Estimate # |
|-----------|------------|
| 3/20/2020 | 994        |

| Name / Address   |     | Ship To       |             |
|--|-----|---------------|-------------|
| GENTRY FD<br>101 W. MAIN STREET<br>GENTRY, AR 72734                                      |     |               |             |
| P.O. No.   | Rep | serial number |             |
|  | TG  |               |             |
| Description  | Qty | Cost          | Total       |
| VM5000 7/800 MHZ MOBILE RADIO  | 10  | 1,565.00      | 15,650.00T  |
| 700/800 MHZ MODEL 2 BLACK PORTABLE RADIO WITH BATTERY, CHARGER, ANTENNA, AND SPEAKER MIC | 8   | 1,595.60      | 12,764.80T  |
| Sales Tax  |     | 2,699.41      | 2,699.41    |
| <b>Total</b>   |     |               | \$31,114.21 |

Customer Signature \_\_\_\_\_

Estimate is valid for 30 days from issued date.  
 Shipping is not included.

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

CITY OF GENTRY, ARKANSAS

**A RESOLUTION AUTHORIZING THE PURCHASE OF A DODGE  
DURANGO POLICE PURSUIT VEHICLE.**

WHEREAS, the City of Gentry is in need of an additional police vehicle; and

WHEREAS, the City is able to purchase a 2020 AWD Dodge Durango Pursuit vehicle, in accordance with State Bid specifications, from Landers Chrysler for an amount not in excess of the fleet price awarded by the Arkansas Office of State Procurement and now in effect;

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

Section 1. The Mayor is hereby authorized to execute a purchase agreement with Landers Chrysler, an Arkansas licensed motor-vehicle dealer, for the purchase of the aforementioned 2020 Dodge Durango at a price not to exceed the State procurement bid of \$27,987.00, together with ancillary charges and fees as may be necessary to complete the purchase.

PASSED and APPROVED this \_\_\_\_ day of April, 2020.

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

Attest:

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

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

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A  
MEMORANDUM OF UNDERSTANDING WITH THE GENTRY PUBLIC  
SCHOOLS REGARDING PROVISION OF A SCHOOL RESOURCE  
OFFICER**

WHEREAS, the City of Gentry, Arkansas and the Gentry Police Department desire to enter into an Agreement with the Gentry Public Schools regarding the nature and scope of the services to be performed and provided by a School Resource Officer ("SRO") in the Gentry School System; and

WHEREAS, the terms and conditions of such an Agreement are set forth in a certain Memorandum of Understanding between the parties (the "MOU") as set forth in Exhibit "A" attached hereto and incorporated herein.

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

1. The City Council of the City of Gentry, Arkansas, being advised in the premises, and being aware of the circumstances that enable it to provide a SRO to provide services to the Gentry School System, does hereby authorize the Mayor to execute and deliver the attached Memorandum of Understanding to the Gentry Public Schools, conditioned only on School Board Approval, and on the Mayor's receipt of the duly executed MOU from the Gentry Public Schools at the same time and further conditioned on funding by the Gentry Public Schools from time to time as set forth in the MOU.

PASSED and APPROVED this \_\_\_\_ day of April, 2020.

\_\_\_\_\_  
Kevin Johnston, Mayor

ATTEST:

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

**School Resource Officer Program**

**Memorandum of Understanding**

2020-2021

# Exhibit A

**1. PARTIES TO AGREEMENT**

- 1.1 This agreement is entered into between the City of Gentry, AR, hereinafter referred to as the "City", the Gentry Police Department, hereinafter referred to as the "Police Department" and the Gentry School District, hereinafter referred to as the "District".

**2. PURPOSE OF AGREEMENT**

- 2.1 The purpose of this agreement is for the Police Department to assign police officers and marked patrol cars to the schools, for the School Resource Officer Program per the terms of this agreement.
- 2.2 The School Resource Officers, hereinafter referred to as "SRO", will work with the school administrator(s) to provide alcohol and drug education, school safety training, gang resistance education, maintain a peaceful campus environment, and take appropriate action regarding illegal activity occurring on-campus or at school related functions.

**3. TERMS OF THE AGREEMENT**

- 3.1 This Agreement shall be effective on the 1<sup>st</sup> day of July, 2020, and shall be in effect for a period of one calendar year.
- 3.1a As needed, SROs will be available one week prior to the first day of school for District staff training and preparation for the upcoming school year.
- 3.2 The Police Department shall provide SRO's to provide service to the designated campuses on each day that school is in regular session. The District will provide the Police Department with a school calendar for the upcoming school year on or before June 1st of each year. This calendar may be amended throughout the year as needed, and updates will be forwarded to the Police Department.
- 3.3 During days that schools are not in session and an SRO presence is not required, a SRO is subject to other assignments as determined by the Police Department.
- 3.4 The agreement shall be reviewed annually prior to renewal.
- 3.5 All police reports, citations, and other written documents generated by the SRO are the property of the City and will be maintained by the Police Department.

#### 4. OBLIGATIONS OF PARTIES

- 4.1 A SRO assigned to the District is an employee of the City and shall not be considered an employee of the District. As such, the SRO shall be subject to Police Department control, supervision, policies, procedures and General Orders.
- 4.2 The district will reimburse City for the entire yearly salary and salary benefits of the SRO. Such sums will include all "cost" to City, including retirement, City share of payroll taxes, health insurance and other out of pocket benefit costs. This amount shall be paid on a quarterly basis for the time period beginning September 1, 2020 through August 31, 2021. The City will bill the School in arrears on or about the last day of each "quarter", beginning with at end of November 2020 and continuing every three months thereafter. Payment shall be due to the City on or before the 30<sup>th</sup> day of the following month. In the event payment is not timely made, City may terminate the SRO services provided for herein without notice or demand.
- 4.3 The City will be responsible for any other SRO expenses.
- 4.4 The Police Department will provide the SRO with all training necessary for the acquisition and maintenance of state licensing and certification requirements for police officers.
- 4.5 The SRO is subject to current procedures in effect for City police officers, including attendance at all mandated training and testing to maintain state police officer licensing and certification. This training and certification takes place throughout the year and may necessitate the temporary absence of the SRO from his/her assigned campus.
- 4.6 When a SRO is temporarily absent from his/her assigned campus for training or other reasons on a day that the school is in session, the Police Department will make reasonable efforts to provide a police presence for that campus by assigning other SROs or police officers to spend a portion of the school day on the affected campus.
- 4.7 The District will provide the SRO with access to an office that affords security and privacy and such equipment as is necessary at the assigned school. District shall provide access to office equipment such as a telephone, fax, copier, filing space capable of being secured and a computer.
- 4.8 The Police Department will work with District Administration to ensure police presence at school sponsored extra-curricular events as determined by the District. SROs will be the preferred officers present at such events.

## **5. SCHOOL RESOURCE OFFICER SELECTION, TRANSFER AND REMOVAL**

- 5.1 The SRO Program Selection Panel will be comprised of Police Department representatives as determined by the Chief of Police and District representatives as determined by the Superintendent. The Chief of Police or his appointed designee will make the final decision on all appointments and assignments related to the SRO program.
- 5.2 If the District is dissatisfied with the performance of a SRO; the District will notify the Police Department who will attempt to resolve the issue to the satisfaction of both the District and the Police Department.
- 5.3 The Department is responsible for providing annual performance evaluations to each SRO. District administrators may provide written input to Police Department if desired.
- 5.4 The Chief of Police and/or his appointed designee may dismiss or reassign a SRO based on Departmental guidelines and/or General Orders and when it is in the best interest of the City and/or District.
- 5.5 In the event of a resignation, retirement, dismissal or reassignment of a SRO, or in the case of long-term absences by a SRO, the Police Department will provide a temporary replacement for the SRO within thirty (30) calendar days of receiving notice of such absence, dismissal, resignation, or reassignment. Long term absences without replacement coverage for a period of ten or more school days will result in financial credit being given to the District proportionately for that time based on the salary and benefit section of the agreement. As soon as practicable, the Selection Panel shall convene and recommend a permanent replacement for the SRO position.

## **6. SCHOOL RESOURCE OFFICER RESPONSIBILITIES**

- 6.1 The SRO will work in concert with the school principal(s), or the school designate, meeting with the principal(s) on a periodic basis.
- 6.2 The SRO will check in and out with designated school staff upon arriving or departing from campus unless circumstances prevent the SRO from doing so.
- 6.3 The SRO may provide a program of educational leadership by acting as a guest speaker in addressing tobacco, alcohol, and other drug issues, and in addressing violence diffusion, violence prevention, safety issues, and other topics affecting the school community.
- 6.4 The SRO will act as a communication liaison with law enforcement agencies, and provide basic information concerning students on the campus served by the officer.
- 6.5 The SRO may present programs to parents on issues related to tobacco, alcohol, and other drugs, violence prevention, safety, and other topics affecting the school community.

- 6.6 The SRO may provide informational programs for District staff on issues related to alcohol and other drugs and the law, violence, gangs, safety, security, and other topics affecting the school community.
- 6.7 The SRO will gather and share information with the District (as allowed) regarding potential problems such as criminal activity, gang activity and student unrest, and attempts to identify particular individuals who may be a substantial or material disruptive influence to the school and/or students.
- 6.8 The SRO will assist District staff in maintaining order on school property.
- 6.9 The SRO will take appropriate law enforcement action, consistent with a police officer's duty. As soon as practicable, the SRO shall make the principal or designee of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO will advise the principal or designee before requesting additional police assistance on campus.
- 6.10 The SRO will refer students and/or their families to the appropriate agencies for assistance when need is determined.
- 6.11 The SRO shall not act as a school disciplinarian or be placed in a student supervisory role in lieu of school personnel. However, if the principal believes an incident may involve a violation of the law or a potential safety issue, the principal may contact the SRO and the SRO will then determine whether law enforcement action is appropriate.
- 6.12 The SRO may perform other duties as may be mutually agreed upon in writing by the Police Department and the District.
- 6.13 Provided further that nothing required herein is intended to or will constitute a relationship or duty for the assigned police officer or the City beyond the general duties that exist for law enforcement officers within the state.
- 6.14 The SRO shall be considered a school official who has a legitimate educational interest in the children of the school district, and therefore, may receive and/or review educational records. The SRO will certify in writing to the district that he or she will not disclose educational records to any other party without the prior written consent of the parent of the student, save and except for records maintained by the SRO that are created by the SRO for the sole purpose of law enforcement.

**7. TIME AND PLACE OF PERFORMANCE**

- 7.1 The Police Department will assure that the SROs will report to the campus(es) each day that school is in session during the regular school year except as otherwise provided in this MOU.
  
- 7.2 A SRO will not be assigned duties while school is in session during the regular school year that would prevent them from fulfilling the requirements as stipulated in the this agreement, unless agree upon by District Administration and the Police Department.

**8. TERMINATION AND DEFAULT**

- 8.1 Prior to the expiration of the Term, either Party is authorized to terminate this Agreement without cause by giving the other party at least thirty (30) days advance written notice of its intention to do so, specifying therein the effective date of such termination.

SIGNED in duplicate originals

By:

\_\_\_\_\_  
Superintendent of Gentry Public Schools: Terrie Metz

By:

\_\_\_\_\_  
Mayor of Gentry: Kevin Johnston

By:

\_\_\_\_\_  
Chief of Police Gentry: Clay Stewart

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

CITY OF GENTRY, ARKANSAS

**AN ORDINANCE PROVIDING FOR THE DISCRETIONARY  
WAIVER OF UTILITY LATE FEES; DECLARING AN  
EMERGENCY; AND FOR OTHER PURPOSES.**

WHEREAS, The Gentry Municipal Code provides for the assessment of a mandatory ten percent penalty for late payment of utility bills;

WHEREAS, the City Council of the City of Gentry, Arkansas wishes to provide the City with discretion to waive those late fees in extraordinary circumstances;

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

Section 1: Section 10.08.07(B) of the Gentry Municipal Code is hereby amended to add the following sentence at the end:

The Finance Director shall have discretion to waive this penalty for good cause.

Section 2: Emergency. In light of the growing economic crisis, the Council finds that this Ordinance is necessary for the immediate protection of the public peace, health and safety of the citizens of the City of Gentry, Arkansas, and shall take effect immediately on its passage and approval.

PASSED and APPROVED in regular session this \_\_\_\_ day of April, 2020.

\_\_\_\_\_  
Kevin Johnston, Mayor

ATTEST:

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

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

CITY OF GENTRY, ARKANSAS

**AN ORDINANCE ALLOWING FOR VIRTUAL ATTENDANCE AT COUNCIL MEETINGS DURING TIMES OF EMERGENCY; AUTHORIZING THE PLANNING COMMISSION TO PERMIT REMOTE PARTICIPATION; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

WHEREAS, the world is dealing with a pandemic in the form of the novel coronavirus known as COVID-19;

WHEREAS, federal and state authorities have declared an emergency, implemented various restrictions on commerce and social gatherings, and have encouraged the public to limit in-person interaction in an attempt to slow the spread of the coronavirus;

WHEREAS, Arkansas Code Annotated § 25-19-106(a) provides that, subject to certain exceptions, “all meetings . . . of the governing bodies of all municipalities . . . shall be public meetings”;

WHEREAS, Arkansas Code Annotated § 14-43-501(a)(2)(C) authorizes the governing body of a city of the first class to “determine the rules of its proceedings . . .”; and

WHEREAS, the City of Gentry, a city of the first class, recognizing that physical presence is generally the preferred method of participation at council meetings, desires to provide a way for the mayor, councilmembers, and citizens to participate in council meetings remotely, while still abiding by the provisions of the Freedom of Information Act of 1967;

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

Section 1: During times of emergency, as declared by the Governor of the State of Arkansas, the Benton County Judge, or the Mayor of Gentry, one or more members of the Gentry City Council and/or the Mayor (or the presiding officer in the absence of the Mayor) who desire to participate remotely (collectively, the “remote participants”) may participate in City Council meetings via telephone, video, or other live connection, so long as reasonable provision is made for the public to hear the remote participants and so long as any participation in the meeting by the public can be heard by all councilmembers.

Section 2: Remote participants shall be deemed to be present at the meeting for all purposes, including for determining a quorum and voting, and shall have the same right to participate in any matter, including any executive session, as if physically present.

Section 3: Absent extenuating circumstances, remote participants shall notify the Mayor of their election to participate remotely no later than the Thursday before a regularly scheduled council meeting, and as soon as reasonably possible before any special council meeting. Reasonable efforts shall be made to make available to any remote participant the agenda and all pertinent materials that are to be discussed and/or acted upon.

Section: 4: If the Mayor of Gentry declares the emergency that triggers the application of these remote participation rules, the City Council may, by majority vote at the next meeting of the Council, decline to permit remote participation as contemplated herein.

Section: 5: The Gentry Planning Commission is also authorized to provide for remote participation by Commissioners during times of emergency, as defined in Section 1 of this Ordinance.

Section 6: In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this ordinance, which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this ordinance.

Section 7. All ordinances or resolutions of the City in conflict herewith are hereby repealed to the extent of such conflict.

Section 8: Emergency. In light of the current public health crisis and the recommendations and directives of state and federal authorities, the Council finds that this Ordinance is necessary for the immediate protection of the public peace, health and safety of the citizens of the City of Gentry, Arkansas, and shall take effect immediately on its passage and approval.

PASSED and APPROVED in regular session this \_\_\_\_ day of April, 2020.

\_\_\_\_\_  
Kevin Johnston, Mayor

ATTEST:

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