

GENTRY CITY COUNCIL AGENDA

MONDAY, NOVEMBER 7, 2022

- Meeting Called to Order
- Invocation
- Roll Call
- Review of Minutes: October 3, 2022 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 DePaola

UNFINISHED BUSINESS

1. Water Storage Facility Update
 - a. Arkansas Dept of Agriculture ARPA Grant
2. Wastewater Master Plan Update
 - a. Arkansas Dept of Agriculture ARPA Grant
3. Ambulance Service Update: Agreement Approval Resolution
4. Safety/Street Committee Recommendations
 - a. Stops Signs along N. Otis Ave. Ordinance
 - b. Speed Limit designation along Pioneer Ln. Ordinance
5. CDBG Grant Update (West Main Street Drainage Project)
6. Water Advisory Committee

NEW BUSINESS

1. Rezone Ordinance / SVM22 Homes, LLC
2. Rezone Ordinance / Munoz
3. Door to Door Sales
4. Benton County Fire Association Equipment Agreement Resolution
5. 2023 Budget

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, November 17, 2022 @ 7pm
- Citywide Fall Cleanup Event Update
- Water Board Training

	<u>2020</u>	<u>2021</u>	<u>2022</u>
City Sales & Use	\$121,135.03	\$148,047.50	\$174,987.92
County Tax	\$79,452.93	\$82,988.58	\$88,734.53

**CITY OF GENTRY
REGULAR CITY COUNCIL MEETING
MONDAY, OCTOBER 3, 2022**

The City Council of the City of Gentry, Arkansas, met in person and virtually, at the Council Chambers and, at various other locations, at 6:30 p.m. on October 3, 2022. Mayor Kevin Johnston called the meeting to order. City Attorney Joel Kurtz gave the invocation.

COUNCIL MEMBERS ANSWERING ROLL CALL:

Janice Arnold- Present
Jason Barrett- Present
Michael Crawford- Present
Dan Erskin- Present
David Page- Present (virtually)
Jimmy Thorburn- Absent
Cindy Philpott- Present
Jason Williams- Present

COUNCIL MEMBERS ABSENT: Jimmy Thorburn

Others in attendance: Mayor- Kevin Johnston, City Attorney- Joel Kurtz, City Clerk- Jenny Trout, Police Chief- Clay Stewart, Chamber of Commerce Director- Janie Parks, Larry Gregory with Garver, Rick Craft, James Ferguson, James Krein and, Randy Moll (virtually).

REVIEW OF MINUTES: September 12, 2022- Regular Council Meeting

Motion: Williams- ta accept the minutes as presented

Second: Philpott

Roll Call: Arnold-pass Barrett-yes Crawford-yes Erskin-yes
 Page-yes Philpott-yes Williams-yes

Motion passed. Motion passed.

COMMUNITY COMMENTS:

Public Comment (Items Not on Presented Agenda): James Ferguson addressed council regarding the possible purchase of the current Grand Savings Bank building. Mr. Ferguson expressed thoughts that the building structure is very dated and small, with limited parking available. He also stated, in his opinion, the money used to purchase said building, would be better utilized by putting it back for a future build that would better suit the needs of the city, suggesting a true need should be established first and, asked that city officials reconsider the idea of this purchase before doing so.

1. **Main Street Gentry Chamber of Commerce – Janie Parks** presented her monthly report to the council which included: The Downtown Revitalization Meeting scheduled for October 4th, was being rescheduled for a date yet to be determined. Pickin' Time on 59, as well as the glow ride, were both big successes. Janie stated the glow ride itself had over 300 people, including 145 that were bike riders. Janie also thanked the Gentry city workers, as well as the Gentry Police and Fire Departments for all their help with setup and safety control. Trick or Treat on Main Street will be October 31st, beginning at 5:30 p.m. and, the Gentry Christmas Parade is set for December 10th at 6:30 and, the Chamber of Commerce Quilt Show will be January 13-20, 2023. A ribbon cutting for Knead Knot Worry Massage is scheduled for October 5th at 2:00p.m. and, one for Honeywheat Bakery is still to be determined. Janie also announced a new business coming to town- Hwy 59 Brewing Company, which will be located on Main Street, next to the Chamber of Commerce.
2. **Gentry Public Schools-** Terrie Metz was unavailable but, Jason Barrett announced homecoming week is this week and, Fall break will be next Monday, October 10, 2022.

UNFINISHED BUSINESS:

- 1) **Water Storage Facility Update:** Larry Gregory with Garver stated site issues were being addressed and, wanted all to know about the upcoming chance to vote for "tank of the year" by visiting tankoftheyear.com and casting their vote. Voting ends October 14, 2022. Larry also mentioned the ANRC had authorized up to five million dollars in funds to be dispersed to cities that qualify, if all criteria are met, including that the money must be spent prior to December 31, 2026, with city construction having begun before December 2023. Deadline for submission of applications is November 4, 2022.
- 2) **Wastewater Master Plan Update:** Larry stated reports regarding the smoke testing would be wrapping up this week.
- 3) **Ambulance Service Update:** Mayor Johnston stated the city was working on follow up as well as negotiations and, there would be more information provided at the November council meeting.
- 4) **Safety Committee (Various Topics) Update:** Mayor Johnston stated no meetings had taken place yet but, he hoped to have an update at the November council meeting.
- 5) **City Hall Hours Amendment Ordinance:** City Attorney Joel Kurtz provided council with two options for review and consideration: An Ordinance Amending the City Personnel Handbook to Remove the Hours of Operation for City Hall; and for Other Purposes, AND- An Ordinance Amending the Gentry Municipal Code to Include the Hours of Operation of City Hall; and for Other Purposes. After consideration and discussion:

Motion: Erskin- to suspend the rules and read by heading only the ordinance removing the hours of operation

Second: Philpott

Roll Call: Williams- yes Arnold-yes Barrett-yes Crawford-yes
 Erskin-yes Page-yes Pilpott-yes

Motion passed. City Attorney Joel Kurtz read by heading only: An Ordinance Amending the City Personnel Handbook to Remove the Hours of Operation for City Hall; and for Other Purposes:

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

Second: Erskin

Roll Call: Williams- yes Arnold-yes Barrett-yes Crawford-yes
 Erskin-yes Page-yes Pilpott-yes

Motion passed.

- 6) **Building Permit Fees Amendment Ordinance:** An Ordinance Amending the Gentry Municipal Code to Provide for the Waiver of Building Permit Fees for Public Entities; and for Other Purposes, was presented for review and consideration. After review:

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

Second: Williams

Roll Call: Philpott-yes Williams-yes Arnold-yes Barrett-yes
 Crawford-yes Erksin-yes Page-yes

Motion passed. City Attorney Joel Kurtz read by heading only

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

Second: Williams

Roll Call: Philpott-yes Williams-yes Arnold-yes Barrett-yes
 Crawford-yes Erksin-yes Page-yes

Motion passed.

NEW BUSINESS:

1. **Annexation Acceptance Ordinance (CC 2022-24, SVM22 Homes, LLC):** An Ordinance Accepting the Annexation of Certain Lands to the City of Gentry; Assigning Lands to a Ward; Designating the Zoning of Said Lands; and for Other Purposes, was presented for review and consideration. Afterwards:

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

Second: Barrett

Roll Call: Erskin-yes Page-yes Philpott-yes Williams-yes
 Arnold-yes Barrett-yes Crawford-yes

Motion passed. City Attorney Joel Kurtz read by heading only

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

Second: Philpott

Roll Call: Erskin-yes Page-yes Philpott-yes Williams-yes
 Arnold-yes Barrett-yes Crawford-yes

Motion passed.

2. **Pioneer Woods Phase 5 Final Plat Approval Ordinance:** An Ordinance Accepting the Final Plat of Pioneer Woods Subdivision, Phase 5, Gentry, Arkansas; and for Other Purposes, was presented for review and consideration. Following discussion:

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

Second: Erskin

Roll Call: Crawford-yes Erskin-yes Page-yes Philpott-yes
 Williams-yes Arnold-yes Barrett-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: Crawford-yes Erskin-yes Page-yes Philpott-yes
 Williams-yes Arnold-yes Barrett-yes

Motion passed.

3. **Water Advisory Committee:** Mayor Johnston touched base with council members with regard to the new training requirements and advised those that needed to complete the training would need to do so by end of the year. He also suggested the creation of a non-voting advisory committee and the requirements needed to do so. Mayor Johnston and City Attorney Joel Kurtz will compile something to be reviewed by council at a later date.

ANNOUNCEMENTS AND COMMENTS:

***Planning Commission Meeting, October 20, 2022 @ 7:00p.m.**

***Citywide Fall Cleanup Event, October 22-23, 2022 from 8:00a.m. to 4:00p.m.**

***City Sales and Use & County Tax numbers for 2020-2022 were listed**

There being no other new business:

Motion: Barrett

Second: Crawford

All in favor. None opposed.

Motion passed. Meeting adjourned.

**CITY CLERK:
JENNY TROUT**

**MAYOR: KEVIN JOHNSTON
CITY OF GENTRY**

RESOLUTION NO. _____

CITY OF GENTRY, ARKANSAS

**A RESOLUTION AUTHORIZING THE MAYOR AND
DIRECTOR OF FINANCE TO ENTER INTO A SERVICE
CONTRACT WITH PAFFORD MEDICAL SERVICES, INC.**

WHEREAS, the City of Gentry, Arkansas currently has a contract with Northwest Arkansas Paramed Transfer, LLC (“Northwest”) to provide emergency medical and related transport services (“EMS”) for the City;

WHEREAS, Northwest has given notice of its intent to terminate the contract as of the end of the year;

WHEREAS, the City has joined with Benton County, Arkansas and several other cities within the County to publish a request for qualifications (“RFQ”), seeking a replacement EMS provider, which RFQ is attached hereto as Exhibit “A”;

WHEREAS, Pafford Medical Services, Inc. (“Pafford”) submitted a response to the RFQ proposing to provide such services, a copy of which is attached hereto as Exhibit “B”;

WHEREAS, the City and other governmental entities have negotiated a proposed contract with Pafford, a copy of which is attached hereto;

WHEREAS, pursuant to A.C.A. § 14-266-105, cities of the first class are authorized to franchise, license, and contract with, exclusively or otherwise, emergency medical services, ambulances, ambulance companies, and their relative properties, facilities, equipment, personnel, and any aspects attendant to emergency medical services and ambulance operations; and

WHEREAS, pursuant to Ark. Code Ann. § 14-14-910, the City is authorized to enter into interlocal agreements with other counties and political subdivisions for the performance of any activity which any contracting party is authorized by law to perform;

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

Section 1. That the Mayor and Director of Finance are hereby authorized to execute the attached Contract with Pafford in the form attached hereto, together with various ancillary documents related thereto, on behalf of the City of Gentry, Arkansas.

PASSED AND APPROVED THIS 7th day of November, 2022.

Kevin Johnston, Mayor

Attest: _____
Tonya Carney, Director of Finance

AMBULANCE SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between Pafford Medical Services, Inc. ("Pafford"); Benton County, Arkansas, the City of Cave Springs, Arkansas, the City of Decatur, Arkansas, the City of Gentry, Arkansas; and the City of Highfill, Arkansas (collectively "governmental entities"), to-wit:

1. Pafford is hereby granted an exclusive contract in accordance with the Request for Proposals and its related response attached hereto as Exhibits "A" and "B" and agrees it will duly perform all obligations contemplated under those exhibits as well as any further described herein. Pafford shall be the sole provider of emergency ambulance transportation in the area reflected in Exhibit "A," and is further free to provide non-emergency transport services in Benton County to the extent it is otherwise in compliance with Arkansas law in doing so. If this document, Exhibit "A," and/or Exhibit "B" are in conflict, the language of this document shall prevail over both exhibits, and the language of Exhibit "A" shall prevail over that of Exhibit "B."

2. Term - This contract shall commence on January 26, 2023 at noon and shall continue for a period of 4 years, ending January 25, 2027 at noon. This contract shall automatically renew for successive 12-month periods thereafter. Should either Pafford or one or more of the governmental entities not wish to renew the contract, written notice shall be given to the other parties not less than one hundred eighty (180) days prior to the expiration of the contract or any extension thereof.

3. Pafford will provide emergency ambulance response and transportation within the area reflected in Exhibit "A" to and from any appropriate destination as the need arises, and will not discriminate against any person, firm, or corporation by favoring others. Each call will be answered, regardless of the person's ability to pay, and service will be provided to the nearest, most appropriate healthcare facility or to the facility of a patient's choice where appropriate, pursuant to state approved protocols.

4. For Pafford's provision of services as described herein, Pafford will be compensated by the governmental entities as follows:

Benton County, Arkansas	\$980,000.00 annually
City of Cave Springs, Arkansas	\$165,500.00 annually
City of Decatur, Arkansas	\$94,568.00 annually
City of Gentry, Arkansas	\$195,140.00 annually
City of Highfill, Arkansas	\$76,792.00 annually

Each of the governmental entities shall make such payments in quarterly installments based on billings to be made by Pafford. The stated compensation may be adjusted as provided for in Exhibit "A."

5. Pafford shall also be entitled to charge its usual and customary fees to individuals to whom it provides services and to collect such fees from insurance sources, be they private or governmental. However, Pafford shall not be entitled to balance bill individual receiving services for any amounts not paid by insurance sources. Pafford may not discriminate or otherwise limit the emergency services to be provided pursuant to this contract based on the availability of insurance sources for payment.
6. Pafford is not authorized offer annual memberships as it does in some other communities.
7. Pafford will be solely responsible for the costs of personnel, equipment, and supplies associated with providing the emergency medical services contemplated by this contract.
8. Pafford shall be solely responsible for billing, charging, and collecting all fees and charges for the provision of ambulance services and shall receive and retain all fees and charges as described herein.
9. Pafford will provide and maintain a sufficient number of fully equipped and licensed Advanced Life Support ambulances which shall comply with the requirements of the Arkansas State Department of Health and the State of Arkansas to supply emergency ambulance service to the area reflected in Exhibit "A" so as to maintain response times as provided for in the Request for Proposals – Exhibit "A." If the county or municipality requests to add an additional ambulance under the scope of this Agreement, the Parties will work together in good faith to determine the needs of the service area to obtain the additional ambulance. The cost of such addition shall not exceed \$504,000.00.
10. Pafford will carry insurance related to its operations in conformity with the requirements provided in Exhibit "A."
11. Pafford will operate according to all State and Federal regulations and requirements including Federal Wage and Hour Laws and, Pafford will meet all legal requirements for the operation of emergency vehicles within the county and State. All State and Federal licenses and permits will be obtained as required. Pafford will furnish a Medical Director at its expense. The Medical Director will provide a set of protocols for all clinical care, dispatchers, and medical care.
12. All vehicles will meet or exceed all State and Federal requirements now in effect or hereafter adopted.
13. Pafford will be solely and exclusively responsible for all bills, accounts, notes, etc., incurred by the ambulance service, and Pafford will indemnify and hold harmless the governmental entities for any and all debts, liabilities, or obligations incurred by Pafford.
14. FORCE MAJEURE. None of the parties shall be liable to another party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or

performing any term of this Agreement (except for obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including, but not limited to the following:

- a) Acts of God;
- b) A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic;
- c) War, invasion, hostilities, (whether war is declared or not), terrorist threats or act, riot, or some other civil unrest;
- d) Government order or law;
- e) Actions, embargoes or blockades in effect on or after the date of this Agreement;
- f) Action by any governmental authority;
- g) National or regional emergency;
- h) Strikes, labor stoppages or slowdowns or other industrial disturbances; and
- i) Shortage of adequate power or transportation facilities.

The impacted party shall give notice within fifteen (15) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

15. Pafford will work closely with all City, County, and State law enforcement officers, all healthcare facility and nursing home personnel, doctors, City and County officials, etc., and will always strive to project a very favorable image for the governmental entities, including vehicles, equipment, and personnel.

16. Pafford agrees to reasonably participate in any boards or committees at the discretion and request of the governmental entities or their representatives and will report internal Quality Assurance and Quality Improvement program findings as requested to the appropriate designee(s).

17. Pafford will report contract compliance monthly with a verifiable audit trail and summarize yearly to the governmental entities. Additionally, Pafford will provide quarterly reports to the governmental entities which shall include information on the number of runs, response times, call type analysis, complaint record with resolution, and special activities. Pafford will work directly with those designated by the governmental entities to assure reports, and their content, meet the needs of the governmental entities.

18. Any complaints received by the governmental entities will be referred to Pafford designated representative(s). Efforts will be made to address these complaints within 10 business days. Emergency complaints shall be dealt with in an immediate manner. Pafford will cooperate with established processes and help create additional processes to participate in medical audits and complaint investigations.

19. Pafford agrees to participate with and respond to regional disaster plans. In the event of a large-scale disaster situation Pafford will activate its Special Response Team (SRT) to respond in addition to requesting mutual aid from surrounding ambulance providers.

20. RESPONSE TIMES. Pafford will maintain response times, with the exception of unforeseeable events, as provided for in the Request for Proposals attached as Exhibit "A" and the conformity with those response times shall be part of its reporting.

21. If any of the parties becomes aware of any actual or potential violations by another party, whether intentional or inadvertent, of any applicable state or federal statutes or regulations, it shall promptly notify the other parties in writing.

22. This Agreement may be terminated without cause at any time during the term of this contract by a party delivering to the other parties written notification of its intent to terminate this agreement pursuant to this paragraph. In the event of termination without cause pursuant to this paragraph, the date of termination shall be no less than one hundred eighty (180) days from the date notice is given pursuant to this paragraph.

23. This Agreement may be terminated for cause at any time during the term of this contract by a party by delivery to the other parties of written notification of intent to terminate, with detailed breakdown of the specified cause therefor. Such notice shall be given at least 30 days prior to the effective date, if possible.

24. This Agreement, either in part or in whole, shall not be varied, altered, modified, canceled, changed, or in any way amended except by mutual agreement of the parties in a written instrument executed by the parties hereto or their legal representatives.

25. Nothing in this agreement, expressed or implied, is intended to confer upon any person or entity other than the governmental entities and Pafford and the respective successors and assignees of such, any rights, remedies, obligations or legal liabilities whatsoever.

26. Any notice required under this agreement shall be made by certified mail, return receipt requested, to the following address:

If to Pafford Medical Services, Inc.:
Attn: Legal
PO Box 1120
Hope, AR 71802

If to the County:
Attn: Benton County Judge
Benton County Administration Building
215 East Central Ave
Bentonville, AR 72712

If to the City of Cave Springs:
Attn: Mayor
134 N Main St
Cave Springs, AR 72718

If to the City of Decatur:
Attn: Mayor
310 Maple
Decatur, AR 72722

If to the City of Gentry:
Attn: Mayor
101 W Main St
Gentry, AR 72734

If to the City of Highfill:
Attn: Mayor
2560 W. Highway 12
Gentry, AR 72734

27. If any term, or provision of this agreement are to any extent invalid, illegal, or unenforceable in any respect, such term or provision shall be excluded to the extent of such invalidity, illegality, or unenforceability. All other provisions hereof shall remain in full force and effect.

28. This Agreement may not be assigned by Pafford without the express written consent of the governmental entities.

29. This Agreement shall be governed by the laws of the State of Arkansas and venue and jurisdiction for any action construing the terms of this agreement shall lie in the Circuit Court of Benton County, Arkansas.

IN WITNESS WHEREOF, this instrument is executed for and on behalf of the parties hereto by the duly authorized officer and member of the said parties. This agreement is effective when executed by all the parties.

PAFFORD MEDICAL SERVICES, INC.

Date

(Print name and title/authority)

BENTON COUNTY, ARKANSAS

BARRY MOEHRING, Benton County Judge

Date

CITY OF CAVE SPRINGS, ARKANSAS

RANDY NOBLETT, Mayor

Date

Kimberly Hutcheson, City Clerk

CITY OF DECATUR, ARKANSAS

BOB THARP, Mayor

Date

Kim Wilkins, City Clerk

CITY OF GENTRY, ARKANSAS

KEVIN JOHNSON, Mayor

Date

Finance Director, Tonya Carney

CITY OF HIGHFILL, ARKANSAS

MICHELLE RIEFF, Mayor

Date

Shi Idleman, City Clerk

ORDINANCE NO. 2022-_____

CITY OF GENTRY, ARKANSAS

AN ORDINANCE ESTABLISHING STOP SIGNS ON NORTH OTIS AVENUE AT THE INTERSECTIONS WITH EAST ARKANSAS STREET AND EAST CRAWFORD STREET; AND FOR OTHER PURPOSES.

WHEREAS, Arkansas Code Annotated Section 27-49-106 authorizes municipal corporation to provide for regulation of traffic within the City limits; and

WHEREAS, the City of Gentry, Arkansas desires to regulate traffic traveling on North Otis Avenue by installation of stop signs on North Otis Avenue at the intersections with East Arkansas Street and East Crawford Street, thereby causing such intersection to become a four-way stop.

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

Section 1: North Otis Avenue Stop Signs. The City Council hereby establishes stop signs, both North-bound and South-bound on North Otis Avenue at the intersection of East Arkansas Street, and at the intersection of East Crawford Street.

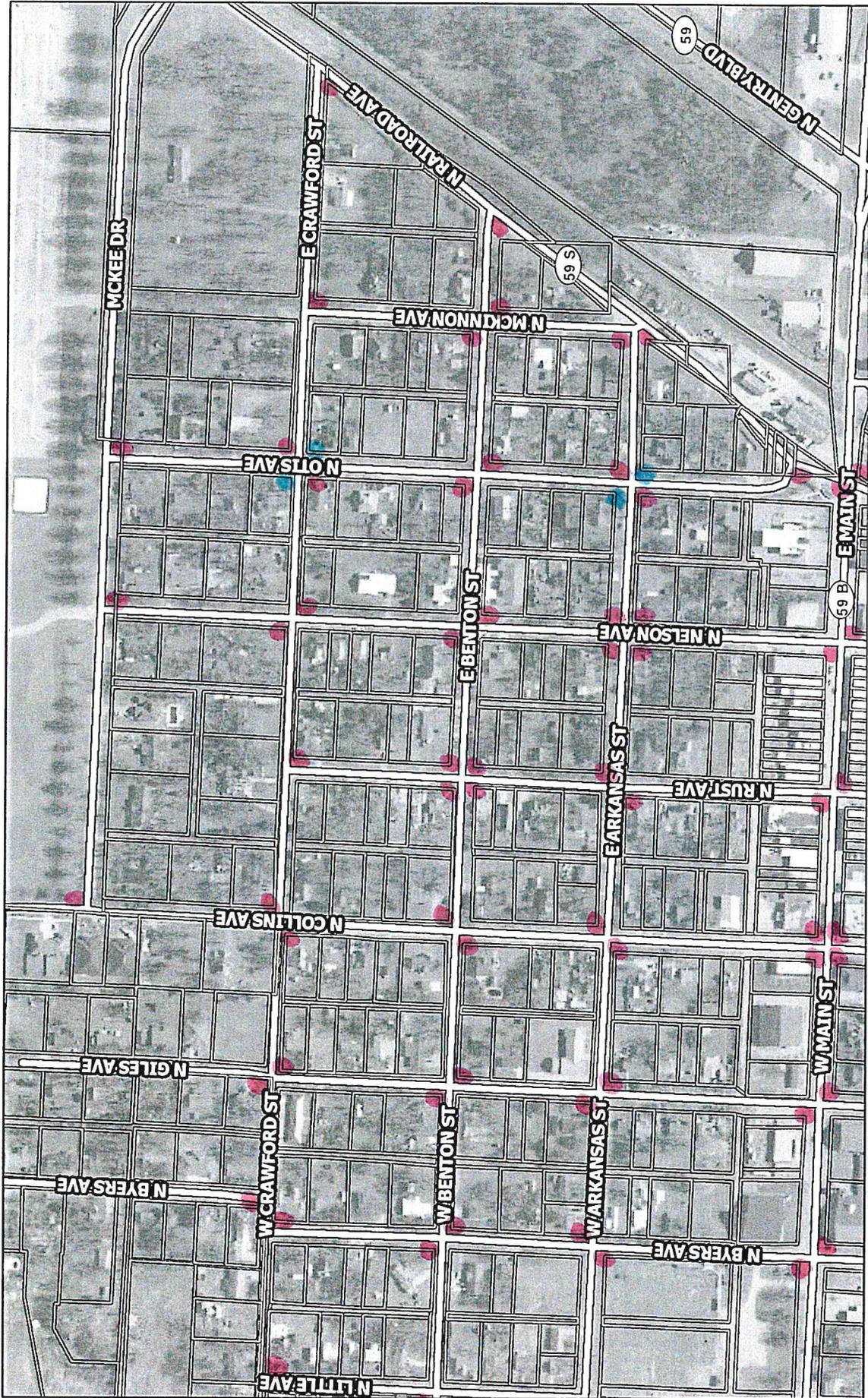
Section 2: Penalty. Any person violating this Ordinance shall be guilty of running a stop sign as a matter of state law; unless cited for careless driving, in violation of City Ordinance.

PASSED and APPROVED this 7th day of November, 2022.

Kevin Johnston, Mayor

ATTEST:

Tonya Carney, Director of Finance



PROPOSED STOP SIGN

EXISTING STOP SIGN

ORDINANCE NO. _____

CITY OF GENTRY, ARKANSAS

**AN ORDINANCE ESTABLISHING A 25-MILE-PER-HOUR SPEED
LIMIT ON PIONEER LANE; AND FOR OTHER PURPOSES.**

WHEREAS, Arkansas Code Annotated § 27-49-106 authorizes municipalities to provide for regulation of traffic within the City limits; and

WHEREAS, the City of Gentry, Arkansas desires to regulate traffic traveling Pioneer Lane by establishing speed limits as set forth herein.

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

Section 1: Pioneer Lane Speed Limit. The City Council hereby establishes a 25-mile-per-hour speed limit for the entire length of Pioneer Lane, from West 3rd Street to Marion Lee Road.

Section 2: Penalty. Any person violating this Ordinance shall be guilty of speeding or careless driving as a matter of state law, unless specifically cited for violation of City Ordinance.

PASSED and APPROVED in regular session this 7th day of November, 2022.

Kevin Johnston, Mayor

ATTEST:

Tonya Carney, Finance Director



Advertisement for Bids

Date: October 30, 2022

City of Gentry
West Main Street Drainage Project
ACEDP Grant #790-09198-21

Sealed bids from licensed contractors for construction of a parallel underground storm sewer collection system in Gentry, Arkansas, will be received by the City of Gentry, Gentry City Hall, 101 West Main Street, Gentry, Arkansas 73734 until 2:00 pm November 15, 2022, and then at said location publicly opened and read aloud.

The scope of work consists of the installation of reinforced concrete pipe, cast in place storm sewer inlet and junction boxes, lowering existing water distribution main lines, pavement repair, grass and other vegetation restoration, and all items related thereto

To Bidders: ACEDP grant requirements, Bid and Contract Forms, Plans, Specifications, and other contract documents may be examined and obtained (\$50.00 cost per set obtained) at Gentry City Hall, 101 West Main Street, Gentry, Arkansas 72734.

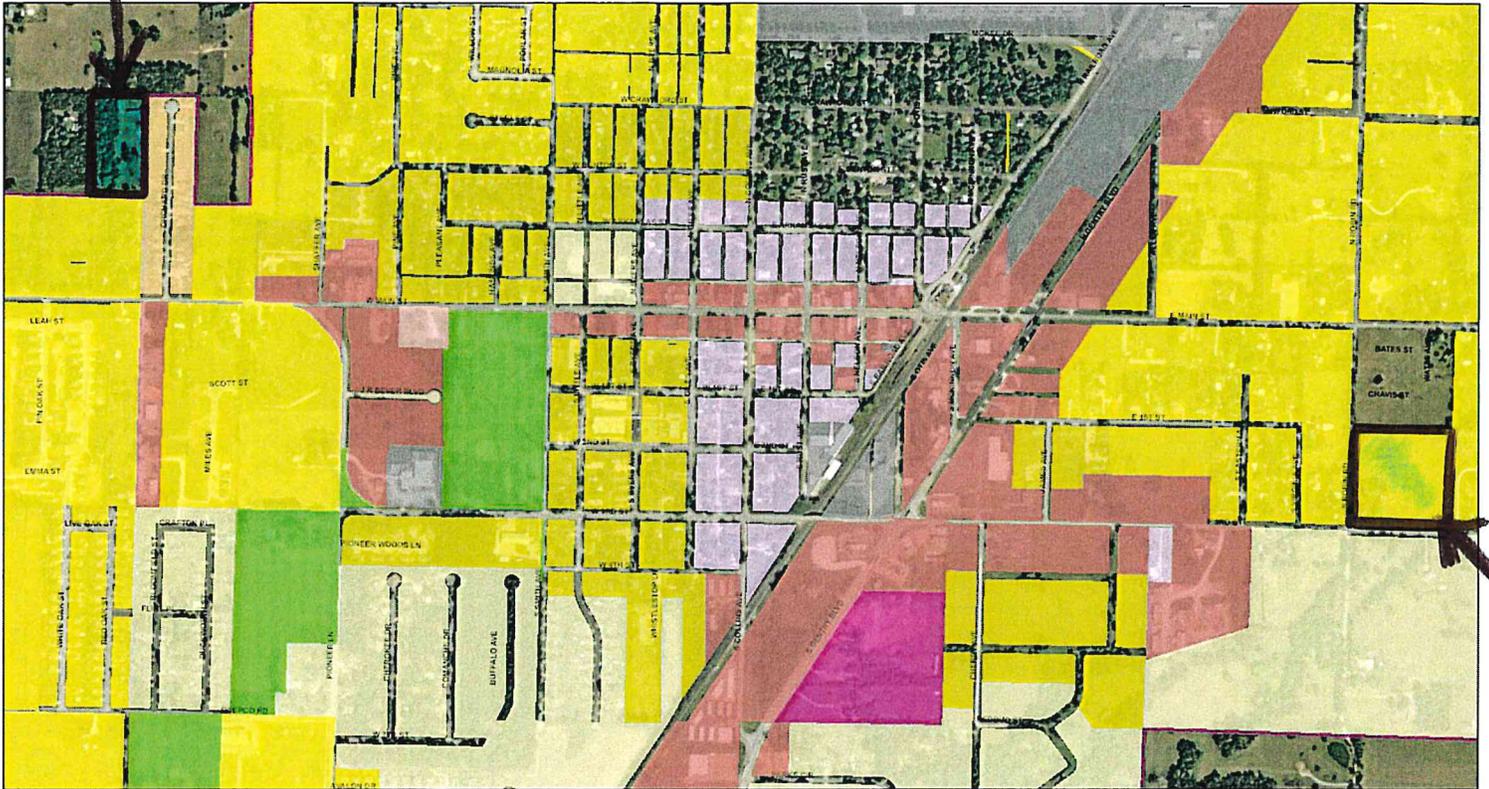
The owner reserves the right to waive any informalities or to reject any or all bids. Bidders may not withdraw their bids within 30 days after the date of bid opening and must provide bid bonds as required. All bidding processes shall be in accordance with State law.

To request bidding information or obtain further information contact:

Civil Engineering, Inc.
PO Box 12, 701 S Mt Olive St
Siloam Springs, AR 72761
(479) 524-9956

Kevin Johnston, Mayor
City of Gentry

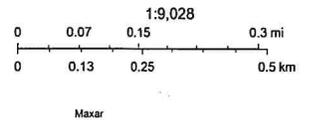
ArcGIS Web Map



11/4/2022, 1:08:54 PM

ZONING_OFFICIAL_GEN

- | | | |
|--|---|--|
| ■ A-1 (Agricultural) | ■ R-4 (Mobile Home Dense Residential) | ■ I (Industrial) |
| ■ R-1 (Low Density Residential) | ■ R-E (Residential Estate) | ■ SP (Specific Plan) |
| ■ R-2 (Medium Density Residential) | ■ R-O (Residential Office) | □ Planning area |
| ■ R-3 (Heavy Density Residential) | ■ C-1 (Low Intensity Commercial) | □ City Limits |
| | ■ C-2 (General Commercial) | — Road |



ORDINANCE NO. _____

CITY OF GENTRY, ARKANSAS

AN ORDINANCE AMENDING APPENDIX B OF THE CITY OF GENTRY MUNICIPAL CODE REGARDING ZONING OF CERTAIN LANDS OWNED BY SVM22 HOMES, LLC, AND 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 certain real property hereinafter described, situated within the City of Gentry, from A-1 (Agricultural) to R-2 (Medium Density Residential) zoning, all as depicted in the map attached as Exhibit "A";

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

Section 1: SVM22 Homes, LLC has filed its Petition for Rezoning of certain real property within the City of Gentry of which it is the owner of record, which property is more particularly described in the attached Exhibit "B" (the "Property").

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 A-1 (Agricultural) 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 are hereby amended accordingly to reflect the change in zoning of the Property as reflected herein.

PASSED and APPROVED in Regular Session this 7th day of November 2022.

Kevin D. Johnston, Mayor

ATTEST:

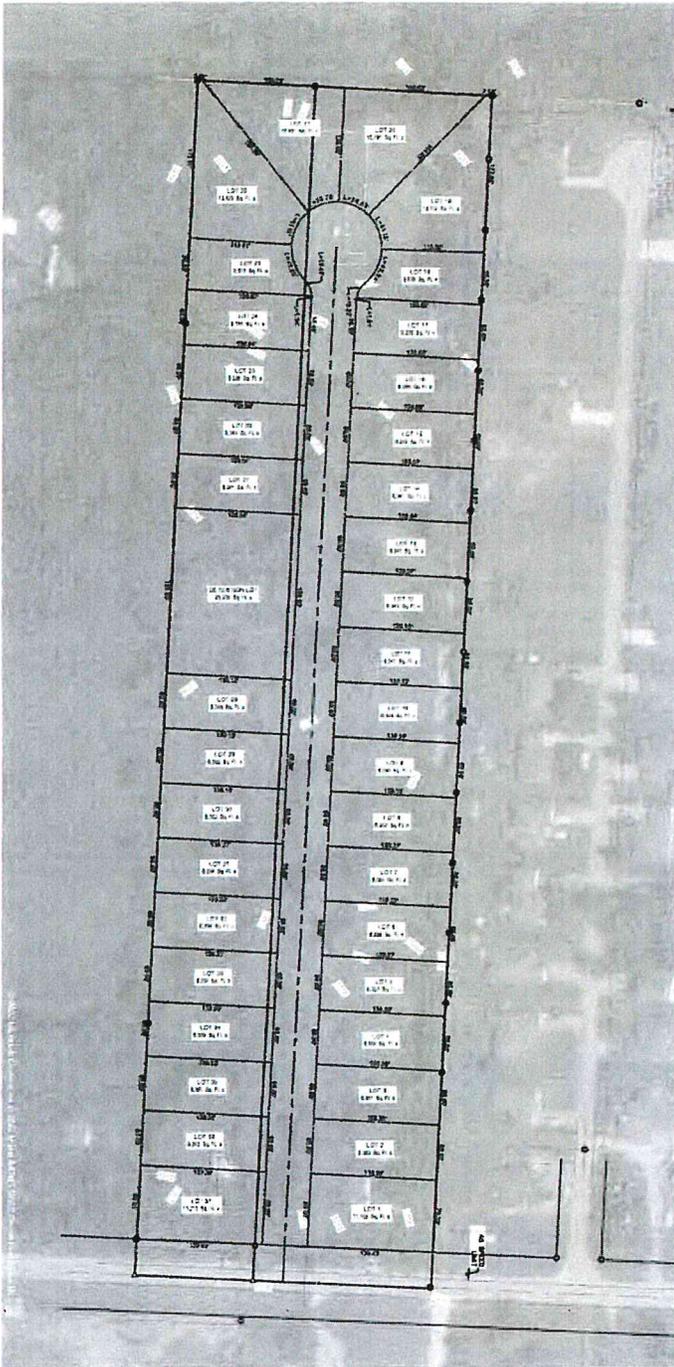
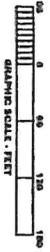
Tonya Carney, Director of Finance

Exhibit A

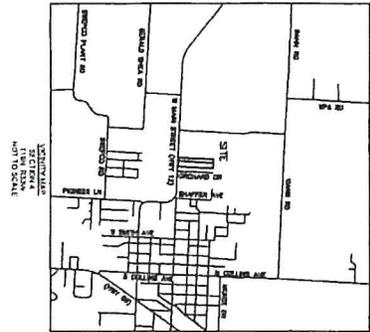
ArcGIS Web Map



1 CONCEPT LAYOUT
SCALE: 1" = 40'



SUBDIVISION DATA
 R-2 LOTS (60' X 125' MIN.): 37 LOTS
 TOTAL PROPERTY AREA: 9.87 ACRES
 LOTS PER ACRE: 3.75 LOTS/ACRES
 DETENTION AREA: 0.57 ACRES
 LINEAR FEET OF ROAD: 1,335 LF - RESIDENTIAL



0001-43-2998
 Anderson Engineering
 118
 1000 W. 10th Street
 Anderson, SC 29625
 803-762-1111

SHEET NUMBER	SVAZZ HOMES LLC GENTRY SUBDIVISION
1	CONCEPT LAYOUT
	GENTRY AR

REVISIONS				DRAWING INFO	
NO	DESCRIPTION	BY	DATE	FIELD BY	DATE
				MOR	06-10-2022
				MOR	

NOT FOR CONSTRUCTION

AE ANDERSON ENGINEERING
 EMPLOYEE OWNED
 ENGINEERS • SURVEYORS • LABORATORIES • DILLING
 1000 W. 10th Street, Anderson, SC 29625 • PHONE: 803-762-1111
 FACSIMILE: 803-762-1112

ORDINANCE NO. _____

CITY OF GENTRY, ARKANSAS

AN ORDINANCE AMENDING APPENDIX B OF THE CITY OF GENTRY MUNICIPAL CODE REGARDING ZONING OF CERTAIN LANDS OWNED BY JOSE MANUEL AND RUTH NOEMI MUNOZ, AND 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 certain real property hereinafter described, situated within the City of Gentry, from R-2 (Medium Density Residential) to R-N (Residential Neighborhood) zoning, all as depicted in the map attached as Exhibit "A";

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

Section 1: Jose Manuel and Ruth Noemi Munoz have filed their Petition for Rezoning of certain real property within the City of Gentry of which they are the owners of record, which property is more particularly described in the attached Exhibit "B" (the "Property").

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-2 (Medium Density Residential) to R-N (Residential Neighborhood) 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 are hereby amended accordingly to reflect the change in zoning of the Property as reflected herein.

PASSED and APPROVED in Regular Session this 7th day of November 2022.

Kevin D. Johnston, Mayor

ATTEST:

Tonya Carney, Director of Finance

Exhibit A

ArcGIS Web Map



EXHIBIT B

NOTICE OF INTENT TO REZONE

(Name) Jose Manuel & Ruth Noemi Munoz

has requested the Gentry Planning Commission to set a public hearing date to consider rezoning the following property from R-2

to R-N

The legal description of the property is as follows:

Parcel No 10-00659-000.

Lots 21 and 22, Hornbeck Heights Addition, Gentry, Benton County, Arkansas.

The common description of the property is:

1320 E. 3rd Street, Gentry, AR 72734

Proposed land use:

Residential Neighborhood

Reason for zone request change:

To allow for slightly smaller lots in order to fit the design intent of the development.

Adjacent land owners listing:

Attached.

Planning & Zoning Committee		
Request Approved	YES	NO
Date		
Initials		

City Council Action		
Petition Accepted	YES	NO
Ordinance Number		
Date		
Initials		

NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	REVISION

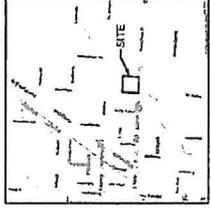
ODYSSEY ENGINEERING

117 PARKWOOD STREET, SUITE 101
 LOWELL, AR 72745
 (479) 450-3330
 AR CMA # 4150

**GENTRY SUBDIVISION
 PRELIMINARY PLAN**

GENTRY, AR 72734
 1320 E. 3RD (HWY 12)

PROJECT NO. 0100000001
 SHEET NO. 1
 SCALE DATE 12.18.2022
 SHEET NAME GENTRY 1
 SHEET NO. 1

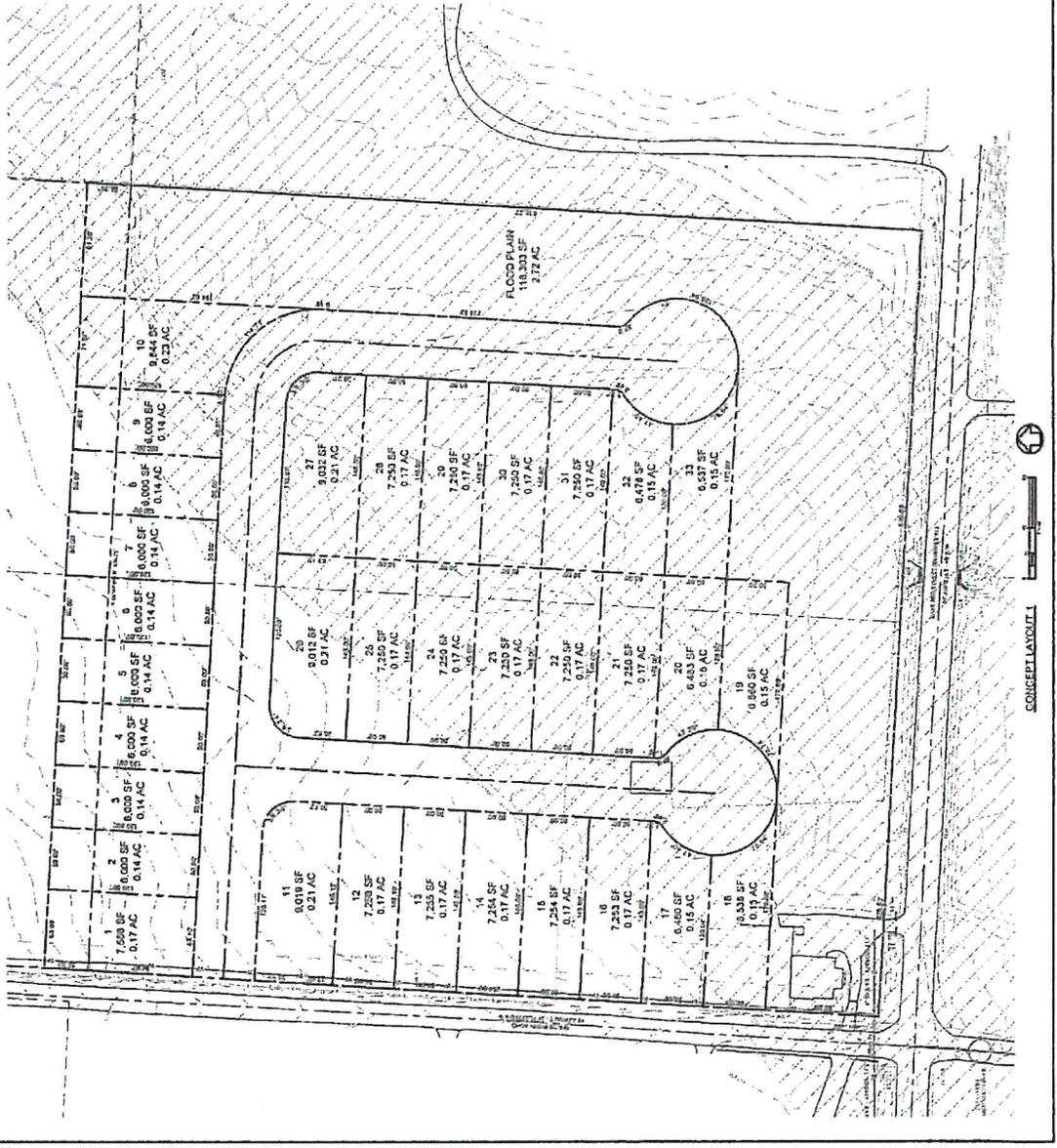


ZONING REQUIREMENTS:

RESIDENTIAL SINGLE-FAMILY (R-1)
 FRONT YARD 25 FT
 REAR YARD 10 FT (EXTENSION BACK TO REAR)
 SIDE YARD 5 FT
 MIN. LOT AREA 5,000 SF

SUBDIVISION DATA:

PHOTO COPY 1/16" MIN.
 31 LOTS
 241,000 SF
 RESIDENTIAL LOTS PER ACRE 1.90
 MINIMUM LOT AREA 5,000 SF
 MINIMUM LOT AREA 5,000 SF



Kevin Johnston

From: Kevin Johnston
Sent: Friday, October 7, 2022 3:04 PM
To: Joel Kurtz
Subject: RE: Requested Change to Municipal Law

Thank you for your work on it.

Have a great weekend!

Sent from my T-Mobile 5G Device

----- Original message -----

From: Joel Kurtz <joel@williamslawfirm.net>
Date: 10/7/22 3:01 PM (GMT-06:00)
To: Kevin Johnston <kevin.johnston@cityofgentry.com>
Cc: Tonya Carney <tcarney@cityofgentry.com>
Subject: RE: Requested Change to Municipal Law

Sounds like a good option to me.

Joel Kurtz | City Attorney | City of Gentry | 100 West Main Street, Gentry, AR 72734 | Office: 479.736.8800 | Fax: 479.736.3170 | joel@williamslawfirm.net

From: Kevin Johnston <kevin.johnston@cityofgentry.com>
Sent: Friday, October 7, 2022 1:11 PM
To: Joel Kurtz <joel@williamslawfirm.net>
Cc: Tonya Carney <tcarney@cityofgentry.com>
Subject: RE: Requested Change to Municipal Law

Joel,

Would it be your recommendation to merely reply to Mr. Katz, inviting him to attend the November council meeting where we can place this item on the agenda for discussion? At which point, you could explain our potential options to the council for consideration?

From: Joel Kurtz <joel@williamslawfirm.net>
Sent: Thursday, October 6, 2022 2:19 PM
To: Kevin Johnston <kevin.johnston@cityofgentry.com>
Cc: Tonya Carney <tcarney@cityofgentry.com>
Subject: RE: Requested Change to Municipal Law

Mayor,

Regulation of solicitors is analogous to constitutional quicksand. It's constantly shifting, and always a risky subject for attempted municipal regulation.

That said, having reviewed Mr. Katz's proposal, here's where I come down.

What we cannot do:

- Prohibit solicitation
- Require registration/licensure for non-commercial door-to-door solicitation. See Watchtower Bible & Tract Soc'y of New York, Inc. v. Vill. of Stratton, 536 U.S. 150 (2002) (holding unconstitutional city ordinance that required registration prior to non-commercial solicitation)

What we probably cannot do:

- Create a private right of action allowing one private citizen to sue another for violations of a city ordinance. See Bain v. Ft. Smith Light & Traction Co., 116 Ark. 125 (1915) ("It is not within any of the general or special powers conferred upon municipal corporations in this state to create a right of action between third persons."); 6 McQuillin Mun. Corp. § 22:1 ("The well-established general rule is that a municipal corporation cannot create by ordinance a right of action between third persons.")
- Require registration/licensure for commercial door-to-door solicitation
 - Technically, we probably can require that individuals pursuing commercial activity within the City obtain a permit/business license, but as a practical matter, in recent years, courts often conclude that this kind of regulation, when directed at solicitors specifically, is a "content-based" regulation of speech (because you have to analyze what the person is saying to determine whether they're required to get a permit), and thus subject to strict scrutiny – which usually means that it gets struck down. See, e.g., Working Am., Inc. v. City of Bloomington, 142 F. Supp. 3d 823 (D. Minn. 2015) (striking down city ordinance requiring commercial solicitors to obtain a license as a content-based speech regulation that was not narrowly tailored to a compelling governmental interest).

What we probably could do:

- Maintain a "Do Not Solicit" registry (but the utility of doing so without an enforceable penalty or a way to ensure potential solicitors have notice of said registry is questionable...)

What we can do:

- Impose a reasonable solicitation curfew
- Enact/enforce existing prohibitions against persons who violate posted no-trespassing/no-solicitation signs (possibly with exceptions for non-commercial solicitors...)

Let me know if you want me to pursue this any further.

Joel Kurtz | City Attorney | City of Gentry | 100 West Main Street, Gentry, AR 72734 | Office: 479.736.8800 | Fax: 479.736.3170 | joel@williamslawfirm.net

From: Kevin Johnston <kevin.johnston@cityofgentry.com>

Sent: Wednesday, October 5, 2022 6:28 PM

To: Joel Kurtz <joel@williamslawfirm.net>

Subject: FW: Requested Change to Municipal Law

Good evening, Joel.

The email below stimulates some memories of conversations from years past.

It has been my understanding that there may be some federal law(s) (interstate commerce act?) that may potentially prohibit us from creating some form of limitation(s) related to the request(s) below.

Would you mind assisting us with this topic so that some sort of response may be offered to the requestor?

Thank you in advance.

Kevin

Sent from my T-Mobile 5G Device

----- Original message -----

From: Sam Katz <sk47110@gmail.com>

Date: 10/5/22 5:10 PM (GMT-06:00)

To: Kevin Johnston <kevin.johnston@cityofgentry.com>, williamskijason@gmail.com, janarnold10@gmail.com, aldermanbarrett@gmail.com, Michael@amarkeng.com, cindy.philpott@cox.net, dan.erskin@mckee.com, thorburn66.it@gmail.com, djpage87@hotmail.com

Cc: joel@williamslawfirm.net, City of Gentry <cityhall@cityofgentry.com>

Subject: Requested Change to Municipal Law

Dear Mayor Johnston and members of the Gentry City Council,

I am writing to you as a frustrated resident of Gentry.

Since moving to Gentry, I have been inundated with intrusive door-to-door salesmen offering to sell anything from solar panels to home security systems to lawn care services. I attached a no solicitation sign to my home well over a year ago and it does not appear to have made a difference, and most often, pushy salesmen casually lie to my face as they "didn't see" the sign on my home as they continue with their sales pitch. Concurrently, I do not believe that this situation rises to necessitate the involvement of law enforcement and there are other examples of how to resolve this issue.

This is not my first time fighting back against pushy salesmen (or politics; I was a county & municipal GOP official before moving to Arkansas).

Approximately 7 years ago, I began a practice of suing illegal telemarketers under a Federal law known as the Telephone Consumer Protection Act. This is the federal law that created the National Do Not Call Registry and created significant financial penalties for companies that engage in illegal telemarketing practices.

I would like to ask that the City of Gentry consider passing a similar municipal law modeled after the Federal TCPA which would contain the following elements:

- 1) Clarify the requirement for registration for Door to Door solicitation by adding it to the municipal code
- 2) Create a "Do Not Knock" registry for Gentry residents and distribute it to anyone who has registered for a solicitation permit
- 3) Create a penalty for engaging in solicitation at a home that is registered on the "Do Not Knock" registry
- 4) Create a penalty for engaging in solicitation at a home that has a No Soliciting sign.
- 5) Create a Private Right of Action that provides for a \$1,000 penalty (consistent with 1.32.01 in the existing code) for each violation of the proposed ordinance above.

Thank you in advance for your time and consideration. I would be glad to speak about this issue in greater detail if it is added to the agenda at a future City Council meeting.

Thanks,
Sam Katz

Ward 3 Resident, 209 White Oak St

--

Samuel I Katz
207 349 8213
Sk47110@gmail.com

This electronic mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain private, confidential, and/or privileged information. Any unauthorized review, use, disclosure, or distribution is strictly prohibited, and interception of the same is a federal criminal offense per 18 U.S.C. § 2511. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

RESOLUTION NO. _____

CITY OF GENTRY, ARKANSAS

**RESOLUTION AUTHORIZING THE CITY OF GENTRY,
ARKANSAS TO ENTER INTO A FIRE EQUIPMENT LOAN
AGREEMENT WITH BENTON COUNTY, ARKANSAS**

WHEREAS, the City of Gentry, Arkansas deems it desirable to enter into a Benton County Fire Association Equipment Agreement with Benton County, Arkansas, by recommendation of the Benton County Fire Protection Association; and

WHEREAS, a copy of the proposed Agreement is attached hereto;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Gentry, Arkansas, that the terms of the attached Benton County Fire Association Equipment Agreement with Benton County, Arkansas are hereby approved. The Mayor of the City of Gentry, Arkansas is authorized to execute such Agreement on behalf of the City.

PASSED and APPROVED, this 7th day of November, 2022.

Kevin Johnston, Mayor

ATTEST:

Tonya Carney, Director of Finance

Benton County Fire Association Equipment Agreement

This agreement, made and entered into this _____ day of _____, 20____, by and between Benton County, Arkansas, hereinafter referred to as "COUNTY", and the _____, hereinafter referred to as "DEPARTMENT", and by recommendation of the Benton County Fire Protection Association, hereinafter referred to as the "ASSOCIATION",

WITNESSETH:

WHEREAS, it is of vital importance to the COUNTY to protect its rural land resources and improvements thereon; and

WHEREAS, such protection and development require the suppression of all uncontrolled fires, both within and without corporate limits; and,

WHEREAS, the DEPARTMENT has an existing firefighting capability and is desirous of aiding the COUNTY and itself in a coordinated fire defense program.

NOW, THEREFORE, for and in consideration of the mutual benefits to each party as hereinafter appear below, both parties agree as follows:

- A. The COUNTY agrees to loan to the DEPARTMENT the apparatus and/or equipment described in the attached addendum to this agreement and is to be used in accordance with the following terms.
- B. The DEPARTMENT agrees:
 - 1. To equip, place and maintain said apparatus and/or equipment in active fire service within a thirty-day period from date of delivery and provide shelter as approved by the COUNTY adequate to protect it from vandalism and/or the elements.
 - 2. To obtain, prior to the operation of said apparatus and/or equipment, and to continue in effect for the duration of this agreement, comprehensive and liability insurance to cover the operation of said apparatus and/or equipment, and provide the COUNTY with copies of such current insurance coverage.
 - 3. To respond with said apparatus and/or equipment, adequately manned, within the mutually agreed upon response area when requested to do so, local conditions permitting.
 - 4. To operate and maintain said apparatus and/or equipment at no cost to the COUNTY.

Initials _____

- C. The PARTIES mutually agree:
1. Title to the apparatus and/or equipment shall remain in the COUNTY
 2. The apparatus and/or equipment may not be sold, junked or traded, but must be returned to the COUNTY for final disposition.
 3. When any apparatus and/or equipment is returned to the Association upon termination of this agreement or for other purposes, such apparatus and/or equipment shall have at least the same component parts as it had when the DEPARTMENT received the apparatus and/or equipment.
 4. Title to all accessories, tools, etc., added by the DEPARTMENT shall remain in the DEPARTMENT and may be removed prior to returning apparatus and/or equipment.
 5. All apparatus and/or equipment is limited to fire use and the use of water in the public interest under unusual or emergency conditions.
 6. All apparatus and/or equipment shall be painted and marked in accordance with specifications promulgated by the Association. No alterations to the stripping and/or Benton County Logo's are allowed without express permission from the Fire Association Board.
 7. Any employee of the DEPARTMENT or other person enlisted by the DEPARTMENT to man said apparatus and/or equipment shall not be considered an employee of the COUNTY for any purpose. The COUNTY does provide workers compensation for volunteers that are certified under ACT 833 who man said equipment for the purpose of fire suppression. The DEPARTMENT is responsible for providing liability insurance for its personnel.
 8. The apparatus and/or equipment shall be adequately manned and used by the undersigned fire department for fire protection within its service area.
 9. The apparatus and/or equipment shall be operated at no cost to Benton County.
 10. The apparatus and/or equipment must be insured against liability and damages with Benton County listed as loss payee for the damage policy. Copies of the insurance policy must be sent to: Benton County Properties, 215 E. Central Ave., Bentonville, AR 72751.

Initials _____

11. The ASSOCIATION shall have the right to recommend recall of said apparatus and/or equipment at any time for reassignment for failure of the DEPARTMENT to adhere to the provisions of the Cooperative Agreement or to substitute therefor different equipment of similar specifications.
12. This agreement shall be effective from the date first appearing above and shall continue in force from year to year, not to exceed fifty years, unless terminated by either party by thirty days written notice to the other.

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

DEPARTMENT

BENTON COUNTY

Signature

County Judge

Printed Name

Title

Vester Cripps
Benton County Fire Protection
Association Chairman

Initials _____

**ACT 209 Incarceration Fund
2023 Proposed Budget 1**

		Annual Budget	
		Jan 2023	
		Dec 2023	
Account Number			
Revenue & Expenditures			
Revenue			
401.010.013	ACT 209 REIMBURSEMENT		9,000.00
		Revenue	\$9,000.00
		Gross Profit	\$9,000.00
Expenses			
661.000.013	PRISONER HOUSING		9,000.00
		Expenses	\$9,000.00
Fund Balances			
	Beginning Fund Balance		0.00
	Net Change in Fund Balance		0.00
	Ending Fund Balance		0.00

Act 833 Fund
2023 Proposed Budget 1

		Annual Budget	
		Jan 2023	Dec 2023
Account Number			
Revenue & Expenditures			
Revenue			
401.016.016	ACT 833 STATE FUNDS		25,000.00
401.102.001	BEGINNING BALANCE		35,000.00
		Revenue	\$60,000.00
		Gross Profit	\$60,000.00
Expenses			
917.001.016	ACT 833 EXPENSE		60,000.00
		Expenses	\$60,000.00
Fund Balances			
	Beginning Fund Balance		0.00
	Net Change in Fund Balance		0.00
	Ending Fund Balance		0.00

ARPA
2023 Proposed Budget 1

			Annual Budget
Account Number			Jan 2023 Dec 2023
Revenue & Expenditures			
Revenue			
4011	BEGINNING BALANCE		736,513.00
		Revenue	<u>\$736,513.00</u>
		Gross Profit	<u>\$736,513.00</u>
 Expenses			
2222	ARPA		736,513.00
		Expenses	<u>\$736,513.00</u>
 Fund Balances			
	Beginning Fund Balance		0.00
	Net Change in Fund Balance		0.00
	Ending Fund Balance		0.00

Fire Equipment Sinking Fund 2023 Proposed Budget 1

		Annual Budget	
		Jan 2023	Dec 2023
Account Number			
Revenue & Expenditures			
Revenue			
401.102.001	BEGINNING BALANCE		238,000.00
499.001.055	WATER & SEWER PAYMENTS		16,000.00
		Revenue	\$254,000.00
		Gross Profit	\$254,000.00
Expenses			
501.026.001	EQUIPMENT		254,000.00
		Expenses	\$254,000.00
Fund Balances			
	Beginning Fund Balance		0.00
	Net Change in Fund Balance		0.00
	Ending Fund Balance		0.00

Firemen's Pension Fund
2023 Proposed Budget 1

Account Number	Annual Budget	
	Jan 2023	Dec 2023
Revenue & Expenditures		
Revenue		
402.004.001	COUNTY TURNBACK	20,000.00
	Revenue	<u>\$20,000.00</u>
	Gross Profit	<u>\$20,000.00</u>
Expenses		
	PENSION EXPENSE	20,000.00
	Expenses	<u>\$20,000.00</u>
Fund Balances		
	Beginning Fund Balance	0.00
	Net Change in Fund Balance	0.00
	Ending Fund Balance	0.00

Library Fund 2023 Proposed Budget 1

		Annual Budget
Account Number		Jan 2023 Dec 2023
Revenue & Expenditures		
Revenue		
402.002.001	CITY SALES TAX	120,000.00
403.005.102	LIBRARY REVENUES	2,000.00
499.014.001	TRANSFER BETWEEN FUNDS	75,950.00
	Revenue	\$197,950.00
	Gross Profit	\$197,950.00
Expenses		
501.007.001	APERS PAYMENTS	12,000.00
501.012.001	BUILDING MAINT	18,000.00
501.222.001	COMPUTER EXPENSES	19,000.00
501.026.001	EQUIPMENT	4,500.00
501.041.001	HOLIDAY SALARY	450.00
501.043.001	INSURANCE - MEDICAL	5,000.00
501.044.001	INSURANCE - UNEMPLOYMENT	1,500.00
501.045.001	INSURANCE - W/C	500.00
501.047.001	INSURANCE-BUILDING	8,500.00
700.025.102	JBU WORK/STUDY	1,000.00
501.057.001	MISCELLANEOUS EXPENSE	500.00
501.063.001	PAYROLL TAXES	7,000.00
501.082.001	SALARIES	88,000.00
700.020.102	SUBSCRIPTIONS	1,000.00
501.086.001	SUPPLIES	6,000.00
501.092.001	TRAVEL & MEETING EXPENSE	500.00
501.094.001	UTILITIES	24,500.00
	Expenses	\$197,950.00
Fund Balances		
	Beginning Fund Balance	0.00
	Net Change in Fund Balance	0.00
	Ending Fund Balance	0.00

2023 PROPOSED GENERAL BUDGET REVIEW 1

Account Number	Annual Budget Jan 2023 Dec 2023
Revenue & Expenditures	
Revenue	
General Revenues	
401.102.001	BEGINNING BALANCE 546,100.00
402.002.001	CITY SALES TAX 920,000.00
401.012.012	COUNTY SALES TAX 1,030,000.00
402.004.001	COUNTY TURNBACK 300,000.00
402.006.001	DONATIONS 100,000.00
FEES-	
401.009.001	ACCIDENT REPORTS- 500.00
401.001.001	ANIMAL CONTROL FEES- 500.00
402.005.101	COURT RENT COLLECTIONS- 10,800.00
402.012.011	FIRE DUES- 22,000.00
402.018.001	LOT SALES- 3,000.00
402.022.001	OCCUPATIONAL LICENSE- 2,000.00
402.024.001	PARK PAVILLION- 2,000.00
402.026.001	PLANNING COMMISSION FEES- 2,000.00
402.010.001	FINES, FORFEITURES & COSTS 95,000.00
402.011.001	FRANCHISE TAX 180,000.00
PERMITS-	
402.001.001	BUILDING PERMITS- 75,000.00
402.008.001	ELECTRICAL PERMITS- 15,000.00
402.012.001	GARAGE SALE PERMITS- 500.00
402.019.001	MECHANICAL PERMITS- 13,000.00
402.027.001	PLUMBING PERMITS- 15,000.00
402.029.001	SECURITY BANKCARD CASHBAC 500.00
402.015.001	SRO OFFICER REIMBURSEMENT 125,000.00
402.003.001	STATE TURNBACK 50,000.00
	General Revenues Totals \$3,507,900.00
	Revenue \$3,507,900.00
	Gross Profit \$3,507,900.00
Expenses	
Activities Center	
501.012.001	BUILDING MAINT 5,000.00
501.047.001	INSURANCE-BUILDING 1,000.00
501.086.001	SUPPLIES 1,000.00
501.094.001	UTILITIES 3,000.00
	Activities Center Totals \$10,000.00
Administrative Dept	
501.002.001	ALDERMAN MEETING EXPENSE 17,000.00
501.007.001	APERS PAYMENTS 25,000.00
501.008.001	ASSOCIATION DUES 15,000.00
501.018.001	COMPUTER MTN/REPAIR 5,000.00
501.024.001	ELECTED OFFICIALS RETIREMENT 68,000.00
501.041.001	HOLIDAY SALARY 300.00
501.043.001	INSURANCE - MEDICAL 5,000.00
501.044.001	INSURANCE - UNEMPLOYMENT 1,500.00
501.045.001	INSURANCE - W/C 3,000.00
899.001.012	MAIN STREET GENTRY 40,000.00
501.057.001	MISCELLANEOUS EXPENSE 1,000.00
501.063.001	PAYROLL TAXES 16,000.00

General Fund
2023 PROPOSED GENERAL BUDGET REVIEW 1

Account Number		Annual Budget Jan 2023 Dec 2023
Revenue & Expenditures		
Expenses		
Administrative Dept		
501.072.001	PROFESSIONAL FEES/SERVICES	46,000.00
501.082.001	SALARIES	175,000.00
501.086.001	SUPPLIES	15,000.00
501.033.012	TRANSFER BETWEEN FUNDS	75,950.00
501.092.001	TRAVEL & MEETING EXPENSE	2,000.00
501.094.001	UTILITIES	7,000.00
	Administrative Dept Totals	\$517,750.00
Building Inspection		
501.007.001	APERS PAYMENTS	9,000.00
501.011.001	BLDG INSPECTION SALARIES	55,000.00
501.041.001	HOLIDAY SALARY	150.00
501.043.001	INSURANCE - MEDICAL	5,000.00
501.044.001	INSURANCE - UNEMPLOYMENT	250.00
501.045.001	INSURANCE - W/C	250.00
501.063.001	PAYROLL TAXES	5,000.00
501.086.001	SUPPLIES	8,000.00
501.092.001	TRAVEL & MEETING EXPENSE	250.00
	Building Inspection Totals	\$82,900.00
Court		
501.012.001	BUILDING MAINT	1,000.00
501.020.001	COURT COSTS	48,000.00
501.047.001	INSURANCE-BUILDING	2,000.00
501.063.001	PAYROLL TAXES	3,500.00
501.082.001	SALARIES	38,000.00
501.094.001	UTILITIES	1,500.00
	Court Totals	\$94,000.00
Fire Dept		
501.008.001	ASSOCIATION DUES	1,000.00
501.012.001	BUILDING MAINT	12,000.00
501.222.001	COMPUTER EXPENSES	3,000.00
501.025.001	EMS	200,000.00
501.026.001	EQUIPMENT	8,000.00
501.032.001	FIRE GEAR	8,500.00
501.034.001	FIRE RUNS	27,500.00
501.035.001	FUEL EXPENSE	15,000.00
501.038.001	HAZMAT-INTERLOCAL	1,500.00
501.039.001	HOLIDAY PAY	4,000.00
501.041.001	HOLIDAY SALARY	2,200.00
501.043.001	INSURANCE - MEDICAL	10,000.00
501.044.001	INSURANCE - UNEMPLOYMENT	3,000.00
501.045.001	INSURANCE - W/C	8,500.00
501.047.001	INSURANCE-BUILDING	10,000.00
501.048.001	INSURANCE-VEHICLE	16,000.00
501.060.001	NEW HIRE	1,000.00
501.063.001	PAYROLL TAXES	15,500.00
501.076.001	RADIO PURCHASE & REPAIR	10,000.00
501.007.001	RETIREMENT	20,000.00
501.082.001	SALARIES	100,000.00

General Fund
2023 PROPOSED GENERAL BUDGET REVIEW 1

Account Number		Annual Budget Jan 2023 Dec 2023
Revenue & Expenditures		
Expenses		
Fire Dept		
501.083.001	SCBAS BREATHING APPARATUS	15,000.00
501.086.001	SUPPLIES	10,000.00
501.090.001	TRAINING	3,000.00
501.093.001	UNIFORMS	1,500.00
501.094.001	UTILITIES	24,000.00
501.096.001	VEHICLE MAINTENANCE	15,000.00
	Fire Dept Totals	\$545,200.00
Park Dept		
501.007.001	APERS PAYMENTS	12,000.00
501.035.001	FUEL EXPENSE	5,000.00
GRANTS-		
501.036.022	GRANT - PARK	250,000.00
501.041.001	HOLIDAY SALARY	300.00
501.043.001	INSURANCE - MEDICAL	10,000.00
501.044.001	INSURANCE - UNEMPLOYMENT	500.00
501.045.001	INSURANCE - W/C	1,000.00
501.047.001	INSURANCE-BUILDING	6,000.00
501.053.002	OPERATING AND MAINTENANCE	10,000.00
501.180.001	PARK MASTER PLAN	500,000.00
501.063.001	PAYROLL TAXES	6,000.00
501.082.001	SALARIES	75,000.00
501.094.001	UTILITIES	8,000.00
	Park Dept Totals	\$883,800.00
Planning Commission		
501.063.001	PAYROLL TAXES	2,000.00
501.082.001	SALARIES	25,000.00
	Planning Commission Totals	\$27,000.00
Police Dept		
501.003.001	ANIMAL CONTROL - CARE	3,000.00
501.007.001	APERS PAYMENTS	14,000.00
501.008.001	ASSOCIATION DUES	250.00
501.012.001	BUILDING MAINT	12,000.00
501.222.001	COMPUTER EXPENSES	20,000.00
501.035.001	FUEL EXPENSE	45,000.00
GRANTS-		
501.003.034	GRANT- ANIMAL CONTROL	12,000.00
501.039.001	HOLIDAY PAY	25,000.00
501.041.001	HOLIDAY SALARY	3,000.00
501.043.001	INSURANCE - MEDICAL	65,000.00
501.044.001	INSURANCE - UNEMPLOYMENT	6,000.00
501.045.001	INSURANCE - W/C	12,000.00
501.047.001	INSURANCE-BUILDING	6,000.00
501.048.001	INSURANCE-VEHICLE	10,000.00
504.008.001	LEADS ONLINE	2,000.00
501.060.001	NEW HIRE	1,000.00
908.000.002	NEW UNIT	65,000.00
501.063.001	PAYROLL TAXES	65,000.00

General Fund
2023 PROPOSED GENERAL BUDGET REVIEW 1

	Annual Budget
Account Number	Jan 2023 Dec 2023
Revenue & Expenditures	
Expenses	
Police Dept	
501.076.001	RADIO PURCHASE & REPAIR 8,000.00
501.007.001	RETIREMENT 115,000.00
501.081.001	SAFETY EQUIPMENT 10,000.00
501.082.001	SALARIES 760,000.00
501.086.001	SUPPLIES 20,000.00
501.090.001	TRAINING 4,000.00
501.093.001	UNIFORMS 6,000.00
501.094.001	UTILITIES 30,000.00
501.096.001	VEHICLE MAINTENANCE 28,000.00
	Police Dept Totals \$1,347,250.00
	Expenses \$3,507,900.00
	Revenue Less Expenditures \$0.00
	Net Change in Fund Balance \$0.00

Fund Balances	
Beginning Fund Balance	0.00
Net Change in Fund Balance	0.00
Ending Fund Balance	0.00
	Report Totals \$10,523,700.00
Records included in total = 151	

Report Options
Fund: General Fund
Period: 1/1/2023 to 1/31/2023
Detail Level: Level 2 Accounts
Display Account Categories: No
Display Subtotals: No
Revenue Reporting Method: Actual - Budget
Expense Reporting Method: Budget - Actual
Budget: General Fund Master

Sewer
2023 Proposed Budget 1

		Annual Budget
Account Number		Jan 2023 Dec 2023
Revenue & Expenditures		
Revenue		
4002	SEWER COLLECTIONS	425,000.00
	Revenue	\$425,000.00
	Gross Profit	\$425,000.00
Expenses		
5006	APERS PAYMENTS	17,000.00
7011	CAPITAL IMPROVEMENTS	95,200.00
5220	CHEMICALS	15,000.00
5100	FUEL & OIL	5,000.00
5013	HOLIDAY SALARY	300.00
5150	INSURANCE - BUILDING	2,500.00
5151	INSURANCE - MEDICAL	10,500.00
5007	INSURANCE - UNEMPLOYMENT	1,000.00
5152	INSURANCE - VEHICLE	2,000.00
6005	INSURANCE - W/C	3,000.00
5200	LABORATORY TESTS	12,000.00
5090	MATERIALS & SUPPLIES	40,000.00
5014	PAYROLL TAXES	10,000.00
5160	PROFESSIONAL FEES	10,000.00
5000	SALARIES	115,000.00
5140	SCHOOLS & TRAINING	500.00
5270	SLUDGE HAUL	75,000.00
5120	UNIFORMS	1,000.00
5055	UTILITIES	9,000.00
5113	VEHICLE MAINTENANCE	1,000.00
	Expenses	\$425,000.00
Fund Balances		
	Beginning Fund Balance	0.00
	Net Change in Fund Balance	0.00
	Ending Fund Balance	0.00

Solid Waste Fund
2023 Proposed Budget 1

			Annual Budget
Account Number			Jan 2023 Dec 2023
Revenue & Expenditures			
Revenue			
401.102.001	BEGINNING BALANCE		10,000.00
499.001.055	WATER & SEWER PAYMENTS		11,000.00
		Revenue	\$21,000.00
		Gross Profit	\$21,000.00
Expenses			
755.003.055	SOLID WASTE MANAGEMENT		21,000.00
		Expenses	\$21,000.00
Fund Balances			
	Beginning Fund Balance		0.00
	Net Change in Fund Balance		0.00
	Ending Fund Balance		0.00

Street & Alley Fund 2023 Proposed Budget 1

		Annual Budget
Account Number		Jan 2023 Dec 2023
Revenue & Expenditures		
Revenue		
401.102.001	BEGINNING BALANCE	500,000.00
402.002.001	CITY SALES TAX	600,000.00
402.004.001	COUNTY TURNBACK	60,000.00
GRANTS-		
492.009.031	GRANT - TAP	39,000.00
402.003.001	STATE TURNBACK	280,000.00
	Revenue	<u>\$1,479,000.00</u>
	Gross Profit	<u>\$1,479,000.00</u>
Expenses		
501.002.001	ALDERMAN MEETING EXPENSE	8,500.00
501.007.001	APERS PAYMENTS	31,000.00
760.027.010	CAPITAL IMPROVEMENTS	1,000,000.00
501.035.001	FUEL EXPENSE	14,000.00
GRANTS-		
501.002.034	GRANT TAP	50,000.00
501.041.001	HOLIDAY SALARY	600.00
501.043.001	INSURANCE - MEDICAL	20,000.00
501.044.001	INSURANCE - UNEMPLOYMENT	4,000.00
501.045.001	INSURANCE - W/C	8,500.00
501.048.001	INSURANCE-VEHICLE	5,000.00
501.060.001	NEW HIRE	500.00
501.053.002	OPERATING AND MAINTENANCE	65,400.00
501.063.001	PAYROLL TAXES	18,000.00
501.072.001	PROFESSIONAL FEES/SERVICES	10,000.00
501.082.001	SALARIES	204,000.00
501.084.001	SCHOOLS & TRAINING	500.00
501.093.001	UNIFORMS	4,000.00
501.094.001	UTILITIES	35,000.00
	Expenses	<u>\$1,479,000.00</u>
Fund Balances		
	Beginning Fund Balance	0.00
	Net Change in Fund Balance	0.00
	Ending Fund Balance	0.00

Water Fund 2023 Proposed Budget 1

		Annual Budget
Account Number		Jan 2023 Dec 2023
Revenue & Expenditures		
Revenue		
4011	BEGINNING BALANCE	100,000.00
4000	WATER/TRASH-	5,615,000.00
	Revenue	\$5,715,000.00
	Gross Profit	\$5,715,000.00
Expenses		
5300	ACT 903 FED CLEAN	15,000.00
5163	ALDERMAN MEETING EXPENSE	8,500.00
5006	APERS PAYMENTS	76,000.00
5080	ASSOCIATION DUES	5,000.00
5161	AUDITING SERVICES	18,000.00
5127	BOND PAYMENTS	238,000.00
5112	BUILDING MAINT	12,000.00
7040	COMPUTER EXPENSES	15,000.00
5003	CONTRACT LABOR	20,000.00
7020	EQUIPMENT	35,000.00
5125	FIRE SINKING FUND	20,000.00
5100	FUEL & OIL	37,000.00
5013	HOLIDAY SALARY	2,000.00
5150	INSURANCE - BUILDING	16,000.00
5151	INSURANCE - MEDICAL	51,000.00
5007	INSURANCE - UNEMPLOYMENT	7,000.00
5152	INSURANCE - VEHICLE	12,000.00
6005	INSURANCE - W/C	13,000.00
5090	MATERIALS & SUPPLIES	457,500.00
5015	NEW HIRE	3,000.00
5030	OFFICE SUPPLIES	6,000.00
5014	PAYROLL TAXES	38,000.00
5040	POSTAGE EXPENSE	35,000.00
5160	PROFESSIONAL FEES	25,000.00
5000	SALARIES	485,000.00
5170	SALES TAX PAID	210,000.00
5190	SANITATION PAYMENTS	460,000.00
5140	SCHOOLS & TRAINING	2,000.00
5126	SOLID WASTE MANAGEMENT	13,000.00
5120	UNIFORMS	6,000.00
5055	UTILITIES	40,000.00
5113	VEHICLE MAINTENANCE	12,000.00
5210	WATER PURCHASED	3,000,000.00
5137	WTR. TOWER BOND PAYMENT	322,000.00
	Expenses	\$5,715,000.00
Fund Balances		
	Beginning Fund Balance	0.00
	Net Change in Fund Balance	0.00
	Ending Fund Balance	0.00