

RESOLUTION NO. 2023 - 06

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND PERFORM CERTAIN AGREEMENTS; AND FOR OTHER PURPOSES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEARCY, TO-WIT:

WHEREAS, the City of Searcy has been presented certain agreements associated with the operations of the City of Searcy or that have an impact upon the residents of the City of Searcy, namely agreements with:

- A. Humane Society of Searcy
- B. Main Street Searcy
- C. Metro Little Rock Alliance
- D. Searcy Arts Council - Black House
- E. Searcy Regional Chamber of Commerce
- F. White County Aging Program - Lightle Center

(collectively, the “Agreements”) copies of which have been submitted to the Searcy City Council; and

WHEREAS, the City of Searcy wishes to approve the execution of, ratify the terms of and perform under the conditions contained in, the Agreements.

NOW, THEREFORE, be it resolved by the City Council of the City of Searcy, Arkansas, to-wit:

Section 1. That the Searcy City Council approves and ratifies the terms, conditions and obligations of the Agreements.

Section 2. That the Searcy City Council authorizes and directs the Mayor and City Clerk to execute, and perform under the terms of, the Agreements.

Section 3. That the Mayor is authorized to take all actions determined to be necessary, in the sole and exclusive determination of the Mayor, in the performance of all obligations, duties and responsibilities associated with the Agreements.

PASSED AND ADOPTED this 14th day of February, 2023.

/s/ Mat Faulkner
Mayor of Searcy

ATTEST:

/s/ Jerry Morris
City Clerk

2023

AGREEMENT BETWEEN CITY OF SEARCY AND HUMANE SOCIETY OF SEARCY

THIS AGREEMENT made and entered into by and between the City of Searcy, Arkansas, an Arkansas Municipal Corporation, by its duly authorized Mayor and City Clerk, ("Searcy") and the Humane Society of Searcy, an Arkansas non - profit Corporation, by its duly authorized President and Secretary ("HSS").

WHEREAS, the City of Searcy maintains an Animal Control Department and Searcy Animal Shelter to meet the needs of public health and safety of the community and to provide service to the citizens of Searcy as related to their companion animals; and

WHEREAS, the City of Searcy and the Animal Control department operates in a manner to adhere to all Federal and State Laws and City Ordinances. These functions include protection of the public and public property from vicious and or diseased animals, removing non-controlled animals from roaming the city at large, re-turning animals to their rightful owners, holding animals until they are reclaimed or until a quarantine period is satisfied where they can be adopted by new owners.

WHEREAS, the City Council for the City of Searcy has found and determined that the most appropriate manner in which to proceed with efforts on behalf of the City in the execution of its Animal Control and Public service efforts is to partner with the HSS in the operation of the Searcy Animal Shelter and execution of procedures related to the holding and care, return to owners, and adoption of non-claimed companion animals.

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants of the respective parties hereto, the parties hereto agree as follows, to-wit:

1. Services to be provided by HSS. HSS shall, for the consideration hereinafter set forth, perform or have performed the following services and pursue the following activities during the term of this Agreement:

- a) Operates the Searcy Animal Shelter. Receives animals brought to the shelter by the Searcy Animal Control department, maintains records associated with each animal, and holds these animals in a healthful manner while awaiting reclaim by rightful owner, satisfying quarantine requirements, and performing adoptions to new owners.
- b) Secures the materials needed to operate the shelter and care for the animals such as cleaning and sanitation supplies, dog and cat food, utensils and equipment related to daily care, and office materials and support paperwork as needed. These expenses are paid by the HSS.
- c) Maintains a staff of shelter attendants that operates and services the Shelter on a 7 day basis. The staff is supervised and paid by the HSS.
- d) Facilitates maintenance of the Searcy Animal shelter equipment and grounds by working with City Departments and/or community volunteers.
- e) Facilitates the Spay/Neuter of all animals to be adopted in adherence of State Laws. This includes the surgery room and equipment provided by the HSS and the veterinary services that are provided by our local veterinarians working with the HSS.
- f) Provides education to the public as to the adherence of all Federal and State Laws and city ordinances related to the holding of animals within the city. Promotes Spay/Neuter to affect Animal Population Control.
- g) Provides Public Relations support to the Searcy Police Department and Animal Control in dealing with the public, special interest groups, and press.

2) Services provided by the city: the City of Searcy owns and maintains the facility Searcy Animal Shelter and grounds on a co-operative basis with the HSS. Searcy provides water, electricity and septic and building maintenance as needed. Searcy also provides Veterinary supplies necessary for Spay/Neuter and care of the animals. The Searcy Animal Control officer, operating as part of the Searcy Police Department, provides humane euthanization of animals in a timely manner when deemed necessary by the Searcy Animal Shelter supervisor, due to health, aggression, behavioral issues, or capacity problems. The Animal Control officers must be certified

for humane euthanization capability by a licensed Veterinarian.

3) Compensation. As compensation for the services to be rendered to Searcy by HSS, Searcy agrees to pay and HSS agrees to accept Operational Support Funds as appropriated in the 2023 Operating Budget for the City of Searcy, supplied in equal monthly payments. This provides partial support of the costs of operating the shelter, the remainder provided by the HSS. This amount is to be reviewed and re-authorized on an annual basis.

4) Term. This Agreement shall be for a term commencing on January 1, 2023, hereof, and ending on December 31, 2023, and shall be subject to all applicable Arkansas Statutes pertaining to the municipal appropriation and budgetary process and the annual appropriation of funds by the Searcy City Council. The parties agree that the term of this agreement may be extended on its same terms and conditions by execution of an addendum hereto by both parties setting out any new term.

5) Reports to Searcy. HSS shall provide quarterly reports to Searcy reflecting its activities pursuant hereto during the term hereof.

6) Miscellaneous Provisions.

a) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

b) In the event that any portion hereof shall be held invalid, such holding of invalidity as to such portion shall not affect the validity of the balance hereof.

c) This Agreement shall be binding upon the respective parties hereto, their respective successors and assigns.

d) This Agreement may be modified only by a writing executed by all parties.

e) This Agreement shall have an effective date of January 1, 2023, notwithstanding a later execution.

Dated this _____ day of _____, 2023.

CITY OF SEARCY

By: _____
Mayor

ATTEST: _____
City Clerk

HUMANE SOCIETY OF SEARCY

By: _____
President HSS

ATTEST _____
Secretary HSS

2023
Main Street Searcy Agreement

THIS AGREEMENT made and entered into by and between the City of Searcy, Arkansas, an Arkansas Municipal Corporation, by its duly authorized Mayor and City Clerk, ("Searcy") and the Main Street Searcy Corporation, an Arkansas Main Street Corporation, by its duly authorized President and Secretary ("MSS").

WHEREAS, organization by the establishment of consensus and cooperation by building partnerships allows the development of a consistent revitalization program within the downtown Searcy area, promotes the economic betterment of the City, its government and its citizens and residents; and

WHEREAS, economic restructuring strengthens the business district's existing economic assets while diversifying its economic base; and

WHEREAS, promoting the downtown Searcy area creates a positive image of the district to attract customers and investors; and to rekindle community pride in the district; and

WHEREAS, educating people regarding the importance of enhancing the visual qualities of and taking advantage of the visual opportunities inherent in the traditional business district by directing attention to all physical elements: buildings, storefronts, signs, public improvements, landscaping, merchandising displays, and promotional materials expedites improvements in the downtown Searcy area; and

WHEREAS , the City Council for the City of Searcy has found and determined that the most appropriate manner in which to proceed with the efforts on behalf of the City in the attraction , recruitment and aesthetic improvement of the downtown Searcy area is to retain the services of the Main Street Searcy Corporation to pursue such efforts.

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants of the respective parties hereto, the parties hereto agree as follows, to-wit:

- 1) Services to be provided by MSS. MSS shall, for the consideration hereinafter set forth, perform or have performed the following services and pursue the following activities during the term of this Agreement:
 - (a) Use its best efforts to recruit and attract new employers and business to downtown Searcy.
 - (b) Prepare, as appropriate, advert sing materials and brochures respecting downtown Searcy and its environs.
 - (c) Prepare such maps and charts as are appropriate to delineate the areas within downtown Searcy which are suitable for commercial development.
 - (d) Promote the growth of existing business in downtown Searcy by establishing programs, presentations, and other educational materials or opportunities as may be needed by such existing business.
 - (e) Assist Searcy, as may be requested by Searcy, in formulating and facilitating the flow of

traffic in and through downtown Searcy in light of the expansion or anticipated expansion of the commercial district.

- (f) Prepare such studies as MSS deems appropriate to facilitate the development of the commercial facilities in Searcy.
- (g) In general, to do and perform such other activities and functions as are necessary and appropriate to the pursuit of the common goal of Searcy and MSS in attracting and developing downtown Searcy, and improving the economic environment in Searcy.

2. **Compensation.** As compensation for the services to be rendered to Searcy by MSS the parties hereto agree as follows, to-wit:

- (a) Searcy agrees to pay and MSS agrees to accept the sum of \$25,000 annually, \$15,000 shall be payable during the first quarter of the year and the remaining \$10,000 shall be payable during the third quarter of the year.
- (b) Searcy agrees to allow and MSS agrees to take over the management of the Main Street ladder sign, located on the City parking lot between Main Street, Market Avenue and Center Avenue in downtown Searcy. MSS will market and lease advertising panels to merchants located within the Main Street Searcy district only. MSS will not prohibit the inclusion of any entity on the basis of the merchant's status as a protected class. The City of Searcy will provide electrical and lighting maintenance for the sign as needed.

3 **Term.** This Agreement shall be for a term which coincides with the calendar year. The parties acknowledge and agree that this Agreement shall be deemed to be extended for subsequent calendar years as of that date, in each such year, that Searcy pays to MSS, and MSS accepts from Searcy, all, or any part of the Compensation , as provided in Section 2 hereof, all without further action of either party. This Agreement shall be for a term commencing on January 1, 2023, hereof, and ending on December 31, 2023, and shall be subject to all Arkansas Statutes pertaining to the municipal appropriation and budgetary process and the annual appropriation of funds by the Searcy City Council. The parties agree that the term of this agreement may be extended on its same terms and conditions by execution of an addendum hereto by both parties setting out any new term.

4 **Reports to Searcy.** MSS shall provide quarterly reports to Searcy reflecting its activities pursuant hereto during the term hereof.

5. **Miscellaneous Provisions.**

- (a) This Agreement constitute s the entire agreement as between the parties hereto with respect to the subject matter hereof.
- (b) In the event that any portion hereof shall be held invalid, such holding of invalidity as to such portion shall not affect the validity of the balance hereof.
- (c) This Agreement shall be binding upon the respective parties hereto, their respective successors and assigns.
- (d) This Agreement may be modified only by a writing executed by all parties.

DATED this _____ Day of _____, 2023.

CITY OF SEARCY

BY: _____
Mayor of Searcy

ATTEST:

Searcy City Clerk

MAIN STREET SEARCY CORPORATION

BY: _____
Executive Director

ATTEST:

Secretary

2023
METROLITTLE ROCK ALLIANCE
CONTRACT FOR MARKETING SERVICES

This is a contract entered into by the Little Rock Regional Chamber of Commerce dba Metro Little Rock Alliance (hereinafter referred to as "MLRA") and the City of Searcy (hereinafter referred to as "Searcy").

MLRA's place of business is 1 Chamber Plaza, Little Rock, AR 72201 and Searcy's place of business is 401 W. Arch Avenue, Searcy, AR 72143.

Searcy hereby engages MLRA to provide marketing services described herein under "Scope and Manner of Services." MLRA hereby agrees to provide Searcy with such services in exchange for \$5,000.00 payment of its annual dues as a contributing member of MLRA as described herein under "Payment for Services Rendered."

Scope and Manner of Services

MLRA operates with a vision for Central Arkansas to become recognized as the premier location for new and expanding business within the mid-south. The mission to accomplish its vision is to cultivate regional growth and prosperity throughout the area by marketing the region's strengths and advantages to prospective companies and site location consultants for the purpose of attracting investment and creating jobs.

Services to be rendered to Searcy by MLRA may include but are not limited to: (1) marketing of the region at a national level to site location consultants; (2) marketing of the region at a national level to targeted industry; (3) regional website maintenance and enhancement to market the region nationally and internationally; (4) marketing the region's available products (land, buildings, labor, etc.) nationally; and (5) providing project management of new location prospects.

Payment for Services Rendered

Searcy shall pay MLRA for marketing services rendered according to the "allocated dues schedule" determined by the MLRA Executive Committee. The "allocated dues schedule" stipulates that Searcy will pay \$5,000.00. The monies for this contract should be delivered, along with the signed contract.

Applicable Law

This contract shall be governed by the laws of the State of Arkansas and any applicable Federal law.

Signatures

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

(Printed Name of Searcy signatory)

(Printed Name of MLRA signatory)

(Signature of Searcy signatory)

(Signature of MLRA signatory)

(Date)

(Date)

2023
USE AGREEMENT
Between the CITY OF SEARCY and the SEARCY ARTS COUNCIL

The City of Searcy, Arkansas, by and through its Mayor, hereby enters into a Contract for Services with the Searcy Arts Council, a registered nonprofit organization.

The Searcy Arts Council, agrees to provide for the citizens of Searcy the cultural enlightenment and events as follows:

- Hosts 6 exhibits annually
 - Searcy Youth Art
 - Holiday/Seasonal Exhibit to support Holiday of Lights
 - Four (4) General Exhibits
- Hosts 7 receptions annually
- Oversees the Gallery Gift Shop which acts as a venue for artists to sell their artwork

The City of Searcy, Arkansas, agrees to allow the Searcy Arts Council to hold meetings and occupy a space for use as a gift shop at the Searcy Art Gallery located at 300 East Race Avenue, Searcy, Arkansas.

The terms of this agreement will be reviewed and renewed annually by the Searcy City Council.

IN WITNESS WHEREOF, the parties hereto have set their hands on this day.

CITY OF SEARCY, ARKANSAS

SEARCY ARTS COUNCIL

By: _____
Mayor of Searcy

By: _____
President

Date: _____

Date: _____

Attest

Searcy Clerk

2023
AGREEMENT BETWEEN
CITY OF SEARCY AND SEARCY REGIONAL
CHAMBER OF COMMERCE

THIS AGREEMENT made and entered into by and between the City of Searcy, Arkansas, an Arkansas Municipal Corporation, by its duly authorized Mayor and City Clerk, ("Searcy") and the Searcy Regional Chamber of Commerce, an Arkansas Non-Profit Corporation, by its duly authorized Chairman and Secretary ("SRCC").

WHEREAS, the attraction and development of business and industry to and within the City of Searcy and the Searcy region promotes the economic betterment of the City, and its citizens and residents; and

WHEREAS, the City Council for the City of Searcy has found and determined that the retention, recruitment and attraction of business and industry to the City of Searcy and the Searcy region constitutes a valid public purpose; and

WHEREAS, the Searcy Regional Chamber of Commerce was organized for the purpose of attracting new and developing existing business and industry, aiding in the creation of new jobs, and retaining existing jobs within the City of Searcy and the Searcy region; and

WHEREAS, the City Council for the City of Searcy has found and determined that the most appropriate manner in which to proceed with efforts on behalf of the City in the attraction and recruitment of business and industry to the City of Searcy region is to retain the services of the Searcy Regional Chamber of Commerce to pursue such efforts.

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants of the respective parties hereto, the parties hereto agree as follows, to-wit:

1. Services to be provided by SRCC. SRCC shall, for the consideration hereinafter set forth, perform or have performed the following services and pursue the following activities during the term of this Agreement:

- (a) Use its best efforts to recruit and attract new employers, business and industry to the Searcy region.
- (b) Prepare, as appropriate, advertising materials and brochures respecting Searcy and its environs.
- (c) Prepare such maps and charts as are appropriate to delineate the areas within the Searcy region which are suitable for economic industrial development.
- (d) Coordinate the extension of all necessary municipal services to new business and industry which may be located in the Searcy region through the efforts of SRCC.
- (e) Promote the development of State and Federal highway systems in and to the Searcy region.
- (f) Promote the growth of existing business and industry in the Searcy region by establishing programs, presentations, and other educational materials or opportunities as may be needed by such business or industry.
- (g) Assist Searcy, as may be requested by Searcy, in formulating Master Street Plans which will facilitate the flow of traffic in and through Searcy in light of the expansion or anticipated expansion of the business and industrial area in Searcy.
- (h) Prepare such studies as SRCC deems appropriate to facilitate the development of the business and industrial facilities in the Searcy region.
- (i) In general, to do and perform such other activities and functions as are necessary and appropriate to the pursuit of the common goal of Searcy and SRCC in attracting and developing business and industry to Searcy, aiding in the creation of new jobs, retaining existing jobs, and improving the economic environment in Searcy.

2. Compensation. As compensation for the services to be rendered to Searcy by SRCC, Searcy agrees to pay and SRCC agrees to accept the sum of \$40,000 annually.

3. Term. This Agreement shall be for a term commencing on January 1, 2023 hereof, and ending on December 31, 2023, and shall be subject to all applicable Arkansas Statutes pertaining to the municipal appropriation and budgetary process and the annual appropriation of funds by the Searcy City Council. The parties agree that the term of this agreement may be extended on its same terms and conditions by execution of an addendum hereto by both parties setting out any new term.

4. Reports to Searcy. SRCC shall provide quarterly reports to Searcy reflecting its activities pursuant hereto during the term hereof.

5. Miscellaneous Provisions.

(a) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

(b) In the event that any portion hereof shall be held invalid, such holding of invalidity as to such portion shall not affect the validity of the balance hereof.

(c) This Agreement shall be binding upon the respective parties hereto, their respective successors and assigns.

(d) This Agreement may be modified only by a writing executed by all parties.

(e) This Agreement shall have an effective date of January 1, 2023, notwithstanding a later execution.

Dated this _____ day of _____, 2023.

CITY OF SEARCY

By:

Mayor of Searcy

ATTEST:

Searcy City Clerk

SEARCY REGIONAL CHAMBER OF COMMERCE

By:

Chairman of SRCC

ATTEST:

Secretary of SRCC

2023
White County Aging Program
CONTRACT FOR SERVICES

The City of Searcy, Arkansas, by and through its Mayor, hereby enters into a Contract for Services with the White County Aging Program, Inc.

The White County Aging Program, Inc., agrees to provide services for the senior citizens of Searcy, Arkansas, including but not limited to meals, socialization, transportation, and activities to improve their quality of life.

The City of Searcy, Arkansas, agrees to provide the White County Aging Program, Inc., use of the John E. Lightle Senior Citizens Center located at 2200 East Moore Avenue, Searcy, Arkansas, and other assistance when reasonably available. The City of Searcy, Arkansas, agrees to pay all of the utilities and reasonable maintenance of the Lightle Senior Citizens Center.

The terms of this agreement will be reviewed and renewed annually by the Searcy City Council.

IN WITNESS WHEREOF, the parties hereto have set their hands on this day.

City of Searcy

Mayor of Searcy

Date

ATTEST:

Searcy City Clerk

White County Aging Program, Inc.

Chairperson, Board of Director

Date

ATTEST:

Secretary, Board of Directors