

**RESOLUTION NO. 2023 - 32**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE  
AND PERFORM A CERTAIN AGREEMENT; 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 a certain agreement associated with the operations of the City of Searcy or that have an impact upon the residents of the City of Searcy, namely an agreement with:

- Jeremy Selvidge and Nick Rodgers

(the "Agreement") copies of which have been submitted to the Searcy City Council (see Exhibit "A" attached hereto); and

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

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 Agreement.

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

Section 3. That the Searcy City Council approves, ratifies and consents to the Maintenance Agree and waives competitive bidding with respect to the baling of hay.

Section 4. 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 Agreement.

PASSED AND ADOPTED this 13<sup>th</sup> day of June, 2023.

/s/ Mat Faulkner  
Mayor of Searcy

ATTEST:

/s/ Jerry Morris  
City Clerk

## EXHIBIT A

### PROPERTY MAINTENANCE AGREEMENT

This Property Maintenance Agreement ("Agreement") is made and entered into on May 11, 2023, by and between The City of Searcy, Arkansas ("Owner") and Jeremy Selvidge and Nick Rodgers, collectively referred to herein as ("Maintainer").

WHEREAS, Owner is the owner of approximately 108 acres of undeveloped property located on South Main Street in Searcy, Arkansas, and most commonly identified as White County Tax Parcels 016-10758-000, 016-10683-000 and 016-10694-000 the ("Property") that is in need of regular maintenance in the form of managing vegetation grown, including but not limited to cutting grass and brush and generally keeping the Property in reasonably clean and well-manicured state; and

WHEREAS, Maintainer desires to provide maintenance services for the Property as described below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Owner and Maintainer agree as follows:


1. **Maintenance Services.** Maintainer shall be responsible for maintaining the vegetation growth on the Property, including but not limited to, cutting grass not less than twice per year, cut back and maintain any encroachments such as brush and invasive small trees, and other similar maintenance tasks, as necessary to keep the Property in reasonably acceptable, good condition. Maintainer shall use its own equipment and tools for the maintenance services and shall be solely responsible for any and all costs associated with maintaining the property.
2. **Hay Production.** As consideration for the maintenance services provided by Maintainer, Maintainer shall have all rights to any hay cut or produced from the Property during the term of this Agreement. Maintainer shall be responsible for harvesting, baling, and removing the hay from the Property at its own expense.
3. **Liability.** Owner shall not be liable for any injury or damage to Maintainer, its employees, or equipment, or to any third party resulting from Maintainer's work on the Property. Maintainer shall be responsible for all expenses related to its work, including the cost of any repairs or replacements to its equipment.
4. **Term.** The term of this Agreement shall commence on May 11, 2023 and shall continue for a period of one (1) year.
5. **Renewal.** The Parties agree to discuss renewal options following the expiration of the Term of this Agreement.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.
7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, agreements, or representations by or between the parties, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

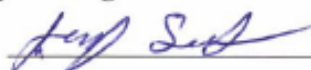
**Owner**

**City of Searcy, Arkansas**

By:   
Name: Matt Faulkner  
Title: Mayor of Searcy  
Date: 5-15-23

**Maintainer**

**Jeremy Selvidge and Nick Rodgers**

By:   
Name: Jeremy Selvidge  
Title: Hayground  
Date: 5-16-23

By:   
Name: Nick Rodgers  
Title: Hay Gully  
Date: 5-16-23