

RESOLUTION No. 2014-02

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK-TREASURER TO EXECUTE AND PERFORM AGREEMENT WITH MAIN STREET SEARCY; 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 a party to an agreement between the City of Searcy and Main Street Searcy for the betterment of the downtown merchants and the City as a whole; and

WHEREAS, the term of the present agreement between the City of Searcy and Main Street Searcy must be periodically renewed; and

WHEREAS, the Searcy City Council has reviewed the terms of the proposed agreement between the City of Searcy and Main Street Searcy;

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

Section 1. That the Mayor and City Clerk-Treasurer are authorized to negotiate and execute an agreement between the City of Searcy and Main Street Searcy, in a form under not less favorable terms than that presented to the Searcy City Council, and to take all actions determined by them, in their sole and exclusive discretion, to perform the terms of that agreement.

PASSED AND ADOPTED this 11th day of March 2014.

/s/ David Morris
Mayor

ATTEST:

/s/ Jerry Morris
City Clerk

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, advertising 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, Searcy agrees to pay and MSS agrees to accept the sum of \$10,000 annually, which shall be payable during the first quarter of the year being due coincident with the execution hereof, and with subsequent annual installments being due during the first quarter of each calendar year.
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, 2014 hereof, and ending on December 31, 2014, 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 constitutes 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 18th Day of March, 2014.

CITY OF SEARCY

BY: /s/ David Morris
Mayor of Searcy

ATTEST:

/s/ Jerry Morris
Searcy City Clerk

MAIN STREET SEARCY CORPORATION

BY: /s/ Amy Burton
Executive Director

ATTEST:

/s/ Allen Figley
Secretary