

RESOLUTION NO. 85

A RESOLUTION APPROVING THE AMENDED
AGREEMENT OF THE NORTHWEST ARKANSAS
REGIONAL PLANNING COMMISSION

WHEREAS, the City Council for the City of Tontitown, Arkansas, authorized by Resolution the City's membership in the Northwest Arkansas Regional Planning Commission;

WHEREAS, the City Council for the City of Tontitown, Arkansas, endorsed an agreement (hereinafter referred to as "the agreement") for joint planning cooperation between Washington and Benton Counties and all incorporated cities and towns which might wish to become a part of the Northwest Arkansas Regional Planning Commission;

WHEREAS, the Northwest Arkansas Regional Planning Commission has, pursuant to Article 10 of the agreement, passed a proposed amendment to the agreement; and

WHEREAS, Article 10 of the agreement provides that an amendment to the agreement shall be upon approval of all parties to the agreement.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL FOR THE CITY OF Tontitown, ARKANSAS, approves and endorses the amendment agreement set out in Exhibit "A," a copy of which is attached hereto and made a part hereof as though set out herein word for word, and by doing so, the City of Tontitown, reaffirms its participation and membership in the Northwest Arkansas Regional Planning Commission.

PASSED AND APPROVED this 9th day of January, 2004

Daniel R. Watson
Mayor

ATTEST:

Franco Franco
City Clerk/Treasurer

APPROVED AS TO FORM:

James McCrath
City Attorney

AGREEMENT

AN AGREEMENT FOR JOINT PLANNING COOPERATION, between Washington and Benton Counties and all incorporated cities and towns which might wish to become a part of the Regional Plan Area.

Article 1. Authorization

Under provisions of Arkansas Code 14-17-301, *et seq.* the agencies listed above, herein called the parties to this Agreement, agree to join cooperatively in area planning and to establish a Regional Planning Commission.

As provided in Arkansas Code 14-17-301, *et seq.*, any other civil jurisdiction, or any public authority or agency operating within, wholly or in part, the area of jurisdiction of the parties to this Agreement, may join in the Agreement, and become parties to the Agreement.

Article 2. Regional Planning Commission

In order to establish and maintain cooperation in area planning, the parties to this Agreement join in the creation of a regional planning agency as provided in Arkansas Code 14-17-301, *et seq.* to be known as the Northwest Arkansas Regional Planning Commission. The Commission shall have the powers, duties and functions as provided in Arkansas Code 14-17-301, *et seq.* for metropolitan area or regional commissions, and as further provided in this Agreement.

Article 3. Membership of the Commission

The Regional Planning Commission shall be constituted as follows:

Appointed Members. The County Judge may serve or shall appoint one member for each 10,000 persons living in rural areas. A rural area is defined as any unincorporated areas.

The Mayor or City Manager of each urban area may serve or shall appoint one member for each 10,000 population living in the urban areas.

Appointed members shall be entitled to vote on all matters. The initial membership shall be as follows: Avoca, Beaver Water District, Bentonville, Bethel Heights, Cave Springs, Centerton, Decatur, Elkins, Elm Springs, Farmington, Fayetteville, Gentry, Gravette, Greenland, Highfill, Johnson, Lincoln, Little Flock, Lowell, Pea Ridge, Prairie Grove, Rogers, Springdale, Sulphur Springs, Tontitown, Washington County, and West Fork.

As soon as the Commission has ascertained that other communities are giving a reasonable amount of financial support to the Regional Planning Commission, the Commission may expand its membership at its discretion by appointing additional

members to represent these communities. A minimum of two-thirds (2/3) of the Commission membership shall be elected officials, or those responsible to elected officials. When such new appointments are added to the Planning Commission, the Commission shall establish such additional appointive membership as may be required to maintain the majority of appointive membership to conform to the requirements of Arkansas Code 14-17-301, *et seq.*.

Terms of Membership. The terms of County Judges or Mayors shall be for the periods that they occupy their city or county offices.

The appointed members shall serve at the pleasure of the County Judge or Mayor.

All members of the Commission shall serve as such without compensation.

Vacancies occurring otherwise than through the expiration of terms shall be filled for the unexpired term by the official appointing the original holder of said membership.

Article 4. Officers, Meetings and Rules

Chairman. The Commission shall elect a Chairman from its appointed members, and such other officers as it may determine. The terms of the Chairman and other officers shall not serve more than two consecutive terms in the same position.

Executive Committee. In the interests of effective functioning of the Commission, there may be an Executive Committee of the Commission, including the Chairman and other officers so designated by the Commission. The members of the Executive Committee other than the officers shall be designated by the Chairman with the approval of the Commission.

Meetings. The Commission as a whole shall meet every other month. The Executive Committee shall meet on alternating months. All meetings shall be open to the public. The Full Commission and Executive Committee meetings can be waived if the Director and Chairman determine 1) business does not warrant and 2) if a quorum will not be present.

Rules. The Commission shall adopt rules for the transaction of business and shall keep a complete record of its functions and activities, which record shall be a public record.

Article 5. Means of Cooperation

The parties to this Agreement shall cooperate on area planning through the Planning Commission, and shall furnish the Commission, on request, any information or documents in their possession or control, and shall aid wherever possible the work of the Commission in the cooperation of their officials, departments, and agencies.

As provided in Arkansas Code 14-17-301, *et seq.*, the Planning Commission may assist the parties to this Agreement in carrying out any area plan or plans developed by the Commission, and may assist any of the parties of this Agreement or other public bodies in the preparation of effectuation of local plans or planning consistent with the program and means of the Commission.

Article 6. Powers, Functions and Duties

The Planning Commission shall have the powers, duties, and functions as provided in Arkansas Code 14-17-301, *et seq.* in connection with the preparation of area-wide studies and plans, in informing the public and promoting public interest and understanding, and in making official planning recommendations to the governing bodies of the parties of this Agreement.

In further particular of the means and methods of operation and functioning, the Commission:

- A. May appoint a Director of Planning and such employees as it deems necessary, and engage consultants as it may require.
- B. Shall prepare an annual report for the parties of this Agreement and prepare and publish studies and reports in connection with its work.
- C. May require property and materials for its use and incur necessary expenses within the limits of its budget as appropriated by the parties of agreement and otherwise provided.
- D. May receive for its own use and purposes any funds or moneys as provided in Arkansas Code 14-17-301, *et seq.*
- E. Shall prepare an annual budget to be submitted for approval to the County Judges and governing bodies of the cooperating cities and agencies; this budget may be prepared to provide both for general funds and expenditures and for special funds and expenditures.
- F. May prepare, under Article 5 above, when requested, carry out and administer uniform regulations for the subdivision of land, prepare standards and make recommendations for zoning and otherwise cooperate in the exercise of planning powers and duties in accord with Arkansas Code 14-17-301, *et seq.*
- G. May determine the area appropriate for the preparation of plans and determine appropriate planning districts within this area.
- H. The primary emphasis of the Commission staff shall be on regional operations and functions. The staff shall not be used to perform detailed

planning for individual communities or sub-areas without the express approval of the Planning Commission.

Article 7. Proportionate Share of Costs

The parties agree to provide funds for the operation and maintenance of the Planning Commission and to carry out the requirements of this Agreement. The proportionate share of costs and expenses shall be as far as possible related to population of the several jurisdictions.

The acceptance of the budget by the parties to this Agreement shall carry with it the authority for the Commission to encumber and expend funds as budgeted during the calendar year.

Whenever any other civil subdivision or public authority, agency or body shall join this Agreement as provided in Arkansas Code 14-17-301, *et seq.*, their share of costs or contribution shall be agreed to at that time of joining.

Any contribution, bequest, gift or grant of funds to the work of the Commission may be designated for special as well as general purposes, and the Commission may make arrangements consistent with its program for special studies or planning work for any public body or appropriate agency, and may receive grants, remuneration or reimbursement for such studies or work.

Article 8. Addition of Other Public Bodies

In accord with the provisions of Arkansas Code 14-17-301, *et seq.*, any other public authority, board, commission, or agency, or body operating within, or adjacent to, the area covered by this joint planning cooperation may join this Agreement through resolution of its governing body, board or commission.

Upon such resolution, this Agreement may be amended, modified or added to, in order to provide for such other public body to become a party to this Agreement without requiring any new action by any of the parties other than approval by resolution, order or other appropriate means.

Upon the joining of any other public body the membership of the Commission may be increased as provided under Article 3 above.

Article 9. Amendments to the Agreement

This Agreement may be modified and amended otherwise than as provided above through the recommendation of any of the parties of the Agreement or through recommendation of the Commission to the parties and upon approval of the parties to the Agreement, and such approval shall be by the same form in which this Agreement is originally approved by the parties.

Article 10. Effective Date of Agreement

This Agreement shall take full effect upon the appropriate action of the governing bodies of the parties to the Agreement whether by ordinance, resolution, rule or order; provided, however, that when any two or more of the parties shall have taken appropriate action, there shall be established the Planning Commission as provided under Arkansas Code 14-17-301, *et seq.*, and the Agreement shall take effect between such two or more of the parties and shall become operative in their behalf.

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Avoca	_____ Mayor	_____ City Clerk
Beaver Water District	_____ Chairman	_____ Secretary
Bentonville	_____ Mayor	_____ City Clerk
Bethel Heights	_____ Mayor	_____ City Clerk
Cave Springs	_____ Mayor	_____ City Clerk
Centerton	_____ Mayor	_____ City Clerk
Decatur	_____ Mayor	_____ City Clerk
Elkins	_____ Mayor	_____ City Clerk
Elm Springs	_____ Mayor	_____ City Clerk
Farmington	_____ Mayor	_____ City Clerk
Fayetteville	_____ Mayor	_____ City Clerk
Gentry	_____ Mayor	_____ City Clerk

Gravette	_____ Mayor	_____ City Clerk
Greenland	_____ Mayor	_____ City Clerk
Highfill	_____ Mayor	_____ City Clerk
Johnson	_____ Mayor	_____ City Clerk
Lincoln	_____ Mayor	_____ City Clerk
Little Flock	_____ Mayor	_____ City Clerk
Lowell	_____ Mayor	_____ City Clerk
Pea Ridge	_____ Mayor	_____ City Clerk
Prairie Grove	_____ Mayor	_____ City Clerk
Rogers	_____ Mayor	_____ City Clerk
Springdale	_____ Mayor	_____ City Clerk
Sulphur Springs	_____ Mayor	_____ City Clerk
Tontitown	<u><i>Daniel R. Watson</i></u> Mayor	<u><i>Frances Franco</i></u> City Clerk
Washington County	_____ County Judge	_____ County Clerk
West Fork	_____ Mayor	_____ City Clerk