

Acting Mayor – Gene McCartney
Recorder – Rhonda Ardemagni
City Attorney –Justin Eichmann
Law Firm—Harrington-Miller
City Engineer—Garver Engineers



Ward 1 Position 1— Gene McCartney
Ward 1 Position 2— Amber Ibarra
Ward 2 Position 1—Arthur Penzo
Ward 2 Position 2—Larry Ardemagni
Ward 3 Position 1—Penny Baskin
Ward 3 Position 2— Tim Burress

Special City Council
April 19, 2022
Agenda

The Tontitown City Council is scheduled for Tuesday April 19, 2022, directly following the Committee of the Whole meeting at Tontitown City Hall and via Zoom and YouTube visit

<https://zoom.us/j/92076441456>

Meeting ID: 920 7644 1456# or join by phone at +1 (312) 626-6799

When prompted for Meeting ID: 920 7644 1456# If you do not have a Participant Number: press #

-
1. Meeting Call to Order
 2. Roll Call
 3. Pledge of Allegiance
 4. Approval of Agenda
 5. Comments from Citizens
 6. Approval by City Council Members to Waive the 3 Reading Rule for All Ordinances on Agenda
 7. Old Business:
 - A. Approval of an Ordinance redistricting the City of Tontitown Ward Map – Gene
 - B. Approval of an Ordinance amending section 152.095 Applicability in its entirety of the Tontitown Municipal Code - Planning
 8. New Business:
 - A. Approval of a Conditional Use Permit for 1st Response Towing – Planning
 - B. Approval of a Resolution Authorizing the Mayor to negotiate and enter into an independent contractor agreement with Danielle DeLille for City Event Coordination Services – Gene
 9. Comments from Aldermen
 10. Comments from Mayor
 11. Comments from City Attorney
 12. Adjournment

RESOLUTION NO. 2021-10-967R

CITY OF TONTITOWN, WASHINGTON COUNTY, ARKANSAS

A RESOLUTION TO ADOPT A CODE OF CONDUCT FOR THE CITY
OF TONTITOWN, ARKANSAS.

WHEREAS, the City Council desires to set forth the manner in which the Mayor and City Council members should treat one another and others with whom they come in contact with in representing the City of Tontitown; and

WHEREAS, the City Council finds that the principles and guidelines for Mayors and City Council members set forth in a code of conduct will promote civility and set a standard of excellence that engenders trust and promotes the public good; and

WHEREAS, the Arkansas Municipal League has developed a sample code of conduct for municipal affairs and the City Council desires to adopt this Code of Conduct as a reference and guide for its members.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tontitown as follows:

The Code of Conduct for the City of Tontitown, Arkansas, attached hereto as Exhibit "A", is hereby adopted.

PASSED AND APPROVED this 5 day of October, 2021.

APPROVED:



Paul Colvin, Jr., Mayor

ATTEST:



Rhonda Ardernagni, Clerk-Treasurer
(SEAL)

EXHIBIT "A"

1. Conduct in Public Meetings

Practice civility and decorum in all discussions and debate. Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, council members to make belligerent personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated. Therefore, the council will:

- Avoid personal comments that could offend other council members.
- Honor the role of the mayor in maintaining order.
- Be respectful of other members of the city council, boards, commissions, committees, city staff, and the public by refraining from abusive conduct, personal charges, or verbal attacks.
- Treat fellow council members with the respect you expect to receive in return.
- Always address citizens, employees, committee members, and fellow council members with respect.
- Request the opportunity to speak and address the council through the mayor or other person conducting the meeting.
- Recognize fellow council members and guest speakers by their formal names and appropriate titles; after initial acknowledgement, the terms "Mr." or "Ms." may be used.
- Be respectful of others' time and be brief and prepared in making remarks.
- Be prompt in attending public meetings so that they may begin at the publicly posted time.

2. Conduct with the Public

Be polite and professional to speakers and treat them with care and gentleness. Because personal concerns are often the reason citizens come before the council to speak, council members should remember that their behavior will either relax the speaker or push their emotions to a higher level of intensity. Therefore, the council will:

- Limit comments to issues and avoid personal attacks.
- Remain seated when someone is speaking at the podium.
- Give the appearance of active listening.
- Ask for clarification, but avoid debate and argument with the public.
- Not engage in personal attacks of any kind under any circumstance.
- Make no promises on behalf of the council or staff.
- Make no personal comments about other council members.

ORDINANCE_____

AN ORDINANCE REDISTRICTING CITY WARDS

WHEREAS, cities have a duty and a responsibility to insure that wards are of substantially equal population; and

WHEREAS, a demographic analysis of the City's wards has been conducted, and a recommendation made that redistricting be undertaken; and

WHEREAS, Arkansas law vests city councils with apportionment and redistricting authority; and

WHEREAS, it is the desire of the City Council that new ward boundaries be established.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TONTITOWN, ARKANSAS:

SECTION 1. The ward redistricting plan, consisting of the map attached hereto, is hereby approved for 2022 filing and election purposes, and effective January 1, 2023 and henceforth shall be the official ward map for the City of Tontitown for all purposes.

SECTION 2. All ward maps and descriptions in effect prior to the adoption of this ordinance are repealed effective December 31, 2022.

SECTION 3. Council members shall be entitled to serve the balance of the term to which they were elected.

SECTION 4. A certified copy of said map shall be submitted to the Washington County Election Commission and filed in the Office of the Washington County Clerk.

PASSED AND APPROVED this _____ day of _____, 2022.

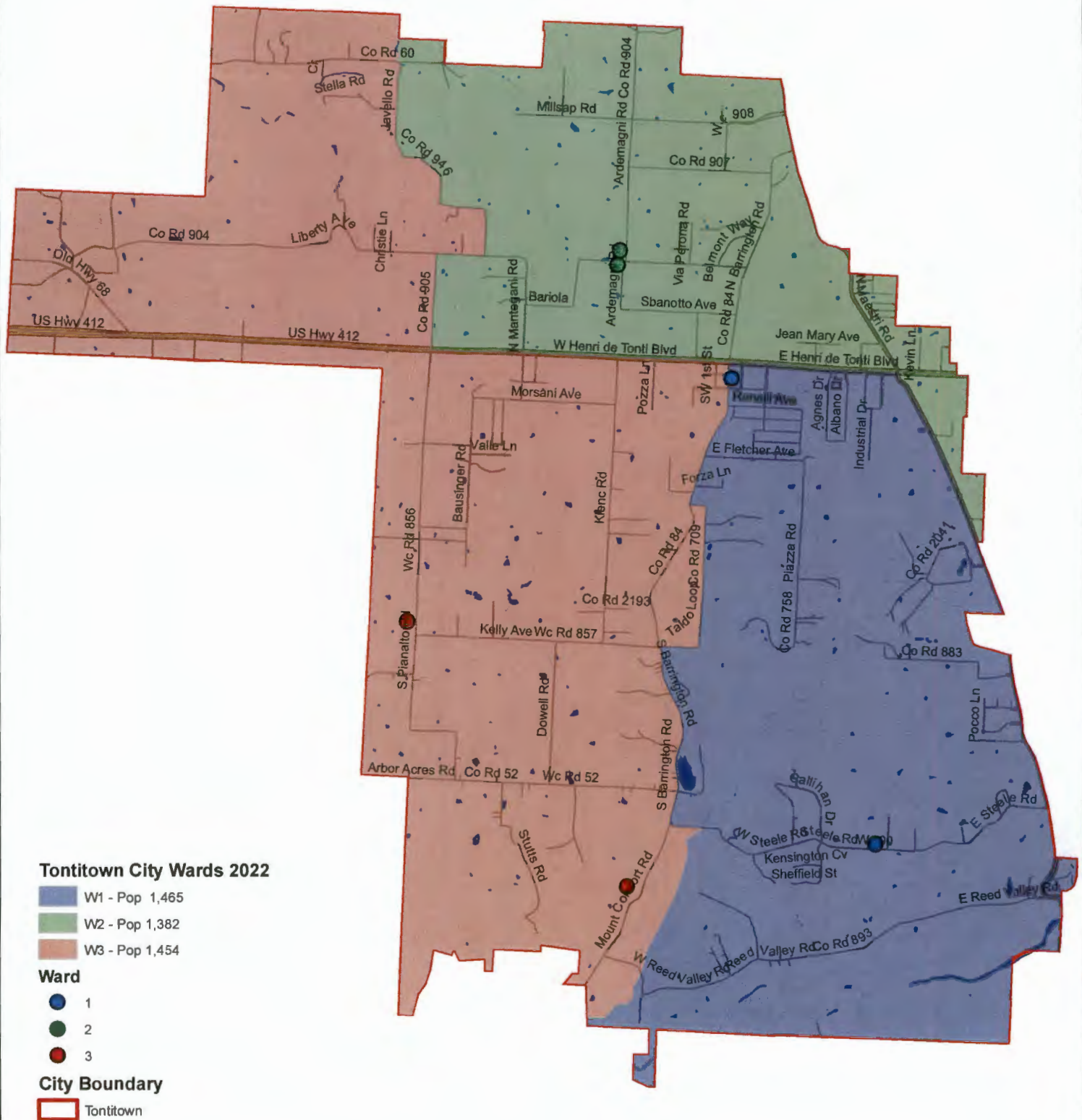
APPROVED:

Gene McCartney, Mayor

ATTEST:

Rhonda Ardemagni, City Clerk-Treasurer

TONTITOWN CITY WARDS - 2022



ORDINANCE NO. 2022-_____

CITY OF TONTITOWN, WASHINGTON COUNTY, ARKANSAS

AN ORDINANCE AMENDING SECTION 152.095 APPLICABILITY IN ITS ENTIRETY OF THE TONTITOWN MUNICIPAL CODE; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Tontitown has determined that in order to protect the health, safety and welfare of the citizens of Tontitown and others, it is necessary to amend the regulations pertaining to large scale developments that are set forth in Section 152.095 APPLICABILITY of the Tontitown Municipal Code; and

WHEREAS, having fully reviewed the proposed amendment, the Tontitown City Council has determined that Section 152.095 APPLICABILITY of the Tontitown Municipal Code should be adopted.

NOW THEREFORE, BE IT ENACTED AND ORDAINED, by the City Council of the City of Tontitown, as follows:

Section 1. That Section 152.095 APPLICABILITY of the Tontitown Municipal Code is hereby amended in its entirety as set forth in the Attached Exhibit "A"

Section 2. The rest and remainder of the Tontitown Municipal Code not specifically amended herein remains in full force and effect.

Section 3. In the event that any section, paragraph, subdivision, clause, phrase, or other provision or portion of this Ordinance shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Ordinance as a whole, or any part or provision, other than the part so decided to be invalid or unconstitutional, and the remaining provisions of this Ordinance shall be construed as if such invalid, unenforceable or unconstitutional provision or provisions had never been contained herein.

Section 4. Declaration of Emergency. It is hereby found and determined that Section 152.095 APPLICABILITY of the Tontitown Municipal Code should be immediately amended in its entirety in order to clarify and amend the regulations pertaining to large scale developments. Therefore, an emergency is declared to exist, and this act, being immediately necessary for the preservation and protection of the public peace, health, safety and welfare of the City and its citizens, shall become effective on the date of its passage and approval by the Mayor.

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

Gene McCartney, Mayor

ATTEST:

Rhonda Ardemagni, City Clerk-Treasurer
(SEAL)

Staff Summary for proposed changes for Chapter 152.095- Applicability for Large Scale Developments

The draft of this code amendment presented at the March 17, 2022, Planning Commission meeting proposed to exempt parking lots with fewer than 60 standard parking spaces from the Large Scale Development (LSD) requirements. Additionally, it was proposed that parking lots for larger truck spaces be exempted if they were less than 12,000 SF in size.

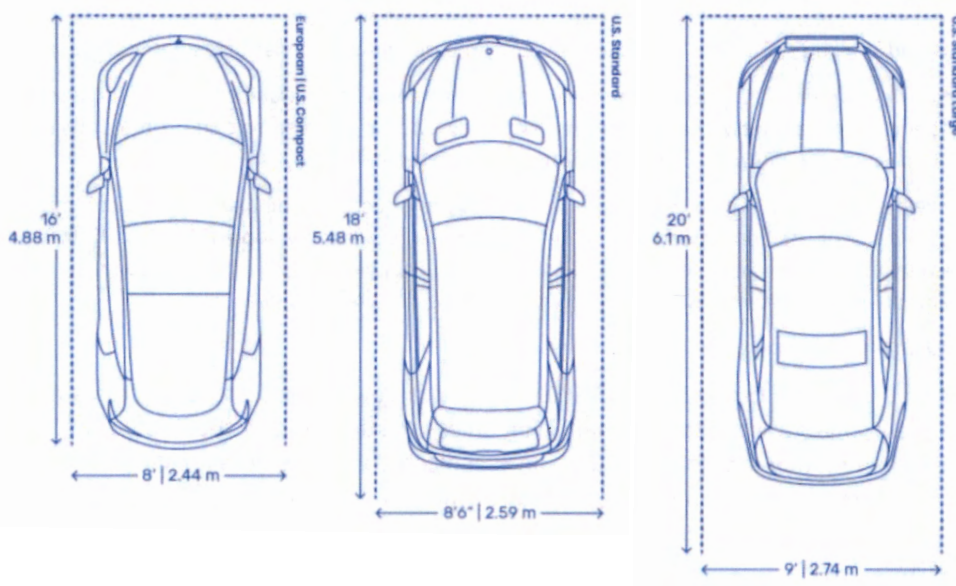
Discussion was had at that meeting, and the exemption for larger truck parking was amended to exempt lots up to 18,000 SF.

One important stipulation to note is that any parking lot that is exempted from the LSD regulations, would still be required to apply for a Grading Permit. That permit would be required to meet the Tontitown Drainage Manual and be subject to City Engineer review before being issued.

The current code only provides exemptions if there is an addition to the site or building is less than 3,999 SF in size. All new commercial developments are currently subject to Large Scale Development requirements.

The rationale used for setting the standard parking lot size to 60 spaces is because that is when the landscaping requirements are then applied according to the City of Tontitown Code. This is for a standard sized parking lot, so in knowing that Tontitown has larger vehicles parking lots as well, staff calculated that 60 standard spaces at 10'x20' is 12,000 SF (without drive aisles).

A concerned citizen argued that 10 x 20 is not a big enough spot, but that is the largest standard size parking stall that staff found. Tontitown does not specify how large their parking spaces are required to be, so individual businesses can decide what size they would like to install.



As staff calculated that the proposed exemption of 60 standard parking spaces is 12,000 SF (without drive aisles), that was the reasoning for the proposal to limit the larger vehicle parking to 12,000 SF.

To allow 60 large parking sizes (15'x40'-large box-type trucks) would be at a minimum (drive aisles not included) 36,000 SF (0.82 acres). To allow a 60-space semi-trailer parking lot would be at a minimum (drive aisles not included) 57,600-72,000 SF (1.32-1.65 acres).

After discussion with the Planning Commission, the board decided to offer a little more flexibility for larger truck parking and approved exempting 18,000 SF from LSD requirements.

This code revision was recommended due to several recent applications for parking lot expansions. One expansion, Central States Manufacturing (30 standard spaces), chose to proceed through the LSD process. One other pulled their application. There is currently one outstanding, Tony Salerno, that would be exempted if this code revision is approved. And one other was found to be under the current 3,999 SF that is exempt at this time. Planning staff may be aware of additional businesses that would like to expand parking as well.

Code comparison: Springdale/Rogers:

Staff contacted Springdale and Rogers to get their information regarding large-scale developments / parking expansions. Staff has highlighted the pertinent code sections below.

The **City of Springdale** has a Large-Scale process that is for anything over one (1) acre, and a non-large scale process for everything less than an acre. This would include developments like the recent Dairy Queen (which I would be fine with, but this is a larger code re-write). This does not mean that there are no requirements, it is just an administrative process. Additionally, the applicant is still required to provide site plans, building elevation, drainage reports, etc... All codes still apply, it is just administrative approval. There is no formal tech review, but all city departments and utilities still provide review and comment. Is the Planning Commission interested in giving staff this authority?

- (1) *Large scale developments:* Developments of one acre or greater shall be classified as a large scale development and shall be submitted to and approved by the planning commission as outlined below.
- (2) *Non-large scale developments:* Developments less than one acre shall be classified as a non-large scale development and must be reviewed and approved by the director of the planning and community development division or an authorized representative as outlined below.

Non-large scale development plan: The developer shall submit to the director of the planning and community development division or the appointed representative a non-large scale development application, three copies of a non-large scale development plan, one digital copy of the plan, colored building elevations, and one digital copy of the preliminary drainage report and filing fee.

Non-large scale development plan:

- a. *Staff review:* A submittal through the scheduled technical review committee process is not required for a non-large scale development plan unless so stipulated by the director of planning and community development division as indicated in subsection (a) above. The plans will be directed to the appropriate city departments and utility companies for review and all comments received will be forwarded to the developer and the designated representative.

The developer shall address each comment in writing indicating the action taken and how it is shown on the revised plans. The resubmittal shall contain three hard copies and one digital copy of the revised plans, one digital copy of the final drainage report, and the written responses in digital form. The revised plans should include a site plan, landscaping plan, lighting plan, colored building elevations, grading plan, drainage report and any other plans needed to address the project by the scheduled date on the approved submission schedule. The submission of all these items shall constitute an acceptance for review of the non-large scale development plan.

- b. *Staff approval:* Within 60 days after acceptance for review of the non-large scale development plan, the planning and community development division director shall approve, approve with conditions, or disapprove.
1. *Approval.* Plans approved by the director shall be signified by the signature of the planning and community development director or designated representative upon the development plan and the applicant may apply for a building permit.
 2. *Approval with conditions.* If the plans are approved with conditions, the conditions shall be set forth in written form to the developer. The signature of the developer on the form setting forth the conditions of proposal shall be deemed his agreement to comply with said conditions.
 3. *Disapproval.* If the plans are disapproved, the reasons for such action shall be reduced to written form and supplied to the developer.

The **City of Rogers** is clear that parking lots or additions to existing parking lots exceeding 15 spaces are considered Large Scale Developments.

The following shall require a large-scale development plan:

- (1) *New commercial construction or commercial additions exceeding 2,500 square feet of new floor space;*
- (2) *New construction of multifamily housing (exceeding four units);*
- (3) *Additions to existing multifamily housing (where existing housing exceeds four units);*
- (4) *Changes from the residential use of a property to any non-residential use of a property;*
- (5) *Parking lots or additions to existing parking lots exceeding 15 parking spaces; and*
- (6) *Any new cell tower construction.*

PROPOSED CODE AMENDMENT SECTION:
Approved by Planning Commission on March 17, 2022.
Track-changes version

LARGE SCALE DEVELOPMENTS

§ 152.095 APPLICABILITY.

(A) This section is applicable to all Commercial, Industrial and Multi-Family Residential construction within the city.

(B) A development plan is required to be submitted to the Planning Commission for all such development or building construction regardless of zone and for all additions to existing developments or buildings regardless of zone.

(C) Exemptions.

(1) Single family and duplex residential construction is specifically exempted from this requirement.

(2) Expansion of parking lots that will include less than sixty (60) total standard parking spaces, including the expansion addition, are specifically exempted from this requirement.

(a) A grading permit that conforms to the Drainage Criteria Manual shall be required for parking lot expansions.

(b) Parking spaces for larger vehicle, may be exempted if the total size of the parking lot, including the expansion addition, does not exceed 18,000 square feet.

(3) Expansion of a parking lot that was previously approved as part of a large-scale development, as long as the expansion addition is less than sixty (60) total standard parking spaces.

(a) A grading permit that conforms to the Drainage Criteria Manual shall be required for parking lot expansions.

(b) Parking spaces for larger vehicles may be exempted if the total expansion addition does not exceed 18,000 square feet.

(c) Additional Landscaping and Screening requirements shall apply. Refer to Chapter 153.212.

(D) ~~(1)~~—Examples of facilities or construction covered, but not limited to:

~~(21)~~ New commercial, industrial, or civic development and building construction.

~~(E)~~ ~~(12)~~ Additions or improvements to existing buildings or developments that increase the overall square footage of the current structure(s) or development by more than 50%, not to exceed 3,999 square feet.

| ~~(23)~~ The revision of land use that results in the need to access to public streets or utilities.

(E) No building permit shall be issued and no temporary or permanent connection to utilities shall be allowed until the development plan has been approved as set forth in this subchapter. No permanent connection to utilities shall be allowed until the Building Official has certified compliance with the approved development plan.

PROPOSED CODE AMENDMENT SECTION:
Approved by Planning Commission on March 17, 2022.

LARGE SCALE DEVELOPMENTS

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(3) The revision of land use that results in the need to access to public streets or utilities.

(E) No building permit shall be issued and no temporary or permanent connection to utilities shall be allowed until the development plan has been approved as set forth in this subchapter. No permanent connection to utilities shall be allowed until the Building Official has certified compliance with the approved development plan.

CURRENT TONTITOWN CODE:

LARGE SCALE DEVELOPMENTS

§ 152.095 APPLICABILITY.

(A) This section is applicable to all Commercial, Industrial and Multi-Family Residential construction within the city.

(B) A development plan is required to be submitted to the Planning Commission for all such development or building construction regardless of zone and for all additions to existing developments or buildings regardless of zone.

(C) Single family and duplex residential construction is specifically exempted from this requirement.

(D) (1) Examples of facilities or construction covered, but not limited to:

(2) New commercial, industrial, or civic development and building construction.

(E) (1) Additions or improvements to existing buildings or developments that increase the overall square footage of the current structure(s) or development by more than 50%, not to exceed 3,999 square feet.

(2) The revision of land use that results in the need to access to public streets or utilities.

(F) No building permit shall be issued and no temporary or permanent connection to utilities shall be allowed until the development plan has been approved as set forth in this subchapter. No permanent connection to utilities shall be allowed until the Building Official has certified compliance with the approved development plan.



CITY OF TONTITOWN PLANNING OFFICE

201 E. Henri de Tonti Blvd.
479-361-2700
planning@tontitownar.gov

Meeting: **March 29th, 2022**
Project: **1st Response Towing CUP**
Planning Manager: **Luann Jenison**
Planning Techs: **Maegan Thomas & Madelyn Parker**

AGENDA ITEM

PH #1- PC #1

CONDITIONAL USE PERMIT REQUEST

1849 W Henri de Tonti Blvd. Ste C
South of West Henri de Tonti Blvd.
Parcel # 830-37745-002

This project was unanimously approved at the March 29th, 2022, meeting. The conditions were approved as listed in the staff report.

CONDITIONS RECOMMENDED FOR APPROVAL:

1. It is the applicant's responsibility to coordinate any additional utility easements or connections as needed to service their property.
2. No towed vehicles shall be allowed to be placed outside the fenced area.
3. A fence permit shall be required for the replacement fence.
4. Prior to the installation of proposed lighting, the applicant shall provide the lighting spec sheets to Planning for review. All lighting shall be required to be cut off lighting and shall not cause interference with drivers on the highway or adjacent properties.
5. A separate sign permit shall be required for the requested sign.
6. A Knox padlock shall be required for Fire Department gate access.
7. This project shall develop generally as is stated in the applicant's letter (and presented in the plans.)
8. This Conditional Use Permit shall proceed to the City Council for approval.
9. Any additional improvements to this site require additional review.

SUMMARY: Request to allow a Storage, Outdoor (Yard) use in zone **C-2**

CURRENT ZONING: **C-2** General Commercial

FUTURE LAND USE CATEGORY: **RC-C** Residential and Commercial Core

PROPOSED USE: Storage, Outdoor (Yard)

CITY WARD: 3- Penny Baskin & Tim Burrese

INFRASTRUCTURE SERVICE AREAS (not a guarantee of service availability):

Water: Tontitown Water

Electric: Ozarks Electric

Sewer/Septic: Septic System

Phone: AT&T

Natural Gas: Black Hills Energy

PROJECT SYNOPSIS:

This property is owned by Upward Investments, LLC, and the applicant is 1st Response Towing. This project is located within the City Limits of Tontitown and takes access from W. Henri de Tonti Blvd. (W. Hwy. 412).

The applicant is requesting Conditional Use Permit approval to allow a Storage, Outdoor (Yard) use in a C-2 (General Commercial) Zoning district. The business hours of operation will be Monday-Friday 8:00am-4:00pm. However, in the applicant's letter they state, "towing services will be 24-hours." There is an existing fence on the property that the applicant plans to enclose for screening of their 24-hour impound lot. Storage, Outdoor (Yard) use is permitted in C-2 Zoning only by Conditional Use Permit approval.

FUTURE LAND USE PLAN:

The Future Land Use Category shown in this area is for the Residential and Commercial Core (RC-C) from the Vision Plan Document adopted by the City Council in November 2018:

"RESIDENTIAL AND COMMERCIAL CORE (RC-C):

Town Center Areas contain some of the most intense and dense development patterns within the City, as well as the tallest and greatest variety of buildings.

This is a higher intensity mixed use category, allowing for larger stores and more intense traffic patterns.

A mix of residential and non-residential development (excluding HEAVY industrial uses) is permitted. The residential component of this category will include higher intensity multifamily developments, and single family residential would likely be townhome or row house development models. The ideal mix of uses will be moderate to high density residential, office, and commercial uses, with additional open space amenities included within the development site.

These areas will accommodate row houses, apartments, local and regional retail, including large-scale stores, hotels, industry and entertainment uses. These areas are typified by their location adjacent to major thoroughfares with high visibility, usually automobile-dependent customers and large areas dedicated to parking. Although Urban Center Areas recognize the conventional big-box and strip retail centers developed along major arterials, it is expected that vacant properties will be developed into traditional mixed-use centers, allowing people to live, work and shop in the same areas.

Up to 20 multifamily dwelling units/acre."

STAFF ANALYSIS:

This project is compatible with the Future Land Use Plan for this area, as RC-C is the most intense future category, and this is a commercial use.

153.121 DEVELOPMENT STANDARDS AND REVIEW GUIDELINES:

(A) All development shall be designed in such a way as to minimize any potential negative impact on the surrounding area. Special attention shall be given to buffering commercial developments from adjacent single-family areas. Design of the internal traffic circulation system, ingress and egress, off-street parking, loading and pedestrian ways shall be sensitive to such conditions as safety, convenience, separation of vehicular and pedestrian traffic, general attractiveness, and the proper relationship of different land uses. Landscaped areas shall be provided to protect water quality, and

reduce erosion, heat and glare. Such areas shall be maintained in an attractive condition. Existing trees on a development site shall be retained where possible. Screening, open space, or other buffer may be required to give adequate separation between uses which are marginally compatible, and shall also be provided for the beautification and enhancement of the property.

STAFF ANALYSIS:

There is an existing fenced area on this property. The applicant plans to enclose the existing fence to allow for additional screening of their 24-hour impound lot.

(B) In carrying out the purpose of this section, the following development standards and design specifics shall be subject to review and approval. The appropriateness of these standards shall be determined for each specific conditional use location.

- (1) The proposed use is within the provision of "conditional uses," as set out in these regulations.*

STAFF ANALYSIS:

Yes, Storage, Outdoor (Yard) uses may be considered as a conditional use in C-2 zoning.

- (2) The proposed use conforms to all applicable provisions herein set out for the district in which it is to be located.*

STAFF ANALYSIS:

The applicant must apply for a fence permit, and a sign permit. No additional structures are proposed for this project.

- (3) The proposed use is so designated, located, and proposed to be operated, that the public health, safety and welfare will be protected.*

STAFF ANALYSIS:

The applicant is proposing to use the existing driveway location. No additional structures are proposed. They are proposing to update the existing fence to screen their 24-hour impound lot.

- (4) The proposed land use is compatible with and will not adversely affect other property in the area where it is proposed to be located.*

STAFF ANALYSIS:

**North-zoned C2
East-zoned C2
South-zoned C2
West-zoned C2**

The current uses of adjacent properties include Ozarko Tire to the west, and vacant

commercial properties to the North, East, and South. Additionally, there is a vacant property zoned R-E (Residential Estate) that is bordering the Southeast corner of the site.

- (5) *The size and shape of the site, including the size, shape and arrangement of proposed structures, as well as signage related thereto, is in keeping with the intent of these regulations.*

STAFF ANALYSIS:

The proposed footprint will remain the same as it exists currently.

- (6) *The proposed ingress and egress, internal circulation system, location and amount of off-street parking, loading and pedestrian ways are sufficiently adequate, and not inconsistent with requirements of these regulations.*

STAFF ANALYSIS:

The applicant will be utilizing the existing driveway on the property and the site does have adequate existing parking.

- (7) *The proposed landscaping and screening of the proposed use are in accordance with provisions of these regulations.*

STAFF ANALYSIS:

Based on (Code Section 153.121, Section A), the landscaping should:

Provide protection for water quality, reduce erosion, heat and glare

Retain existing trees where possible

Screening and buffering for uses which are marginally compatible,

Provide for beautification and enhancement of the property

The applicant is proposing to update the existing fence on the property to allow for additional screening of the impound lot.

- (8) *Safeguards proposed to limit noxious or offensive emissions, including lighting, noise, glare, dust and odor are addressed*

STAFF ANALYSIS:

Every effort should be made not to disrupt neighboring properties with bright lights or loud noises. The nearest residential property is Southeast of the site and is currently vacant. There is an existing 6ft fenced area located on the property that will provide screening of the use from the adjacent neighboring properties. The applicant is planning to mount four solar panels motion sensor lights on the inside of the existing fence for additional lighting. Prior to installation, the applicant shall provide the lighting spec sheets to Planning for review. All lighting shall be required to be cut off lighting and shall not cause interference with drivers on the highway or adjacent properties. If in the future there are issues with dust, noise, or light, code enforcement

is in place to ensure compliance with all City Codes.

TECHNICAL INFORMATION:

Police: Tontitown Police Chief, Corey Jenison, had no comments for this project.

Fire: Tontitown Fire Marshal, Mark Ramsey- Will require a final fire inspection prior to receiving Certificate of Occupancy approval, and a Knox padlock will be required for Fire Department gate access.

Drainage: No structures or hard surfaces are proposed to be added to this site.

Roads/Parking/Sidewalks: No additional entrances are proposed on W Henri de Tonti Blvd.

NEIGHBOR COMMENTS: All neighboring properties within 200 feet of the property boundary were notified by certified mail of this project. Staff has received one non-objecting neighbor response for this project.

STAFF RECOMMENDATION: Based on the current proposal being compatible with the adopted Future Land Use Plan and the proposed plan to enclose the proposed privacy fence to allow additional screening of the use, staff recommends approval of the 1st Response Towing, West Henri de Tonti Blvd. Conditional Use Permit Request to allow a Storage, Outdoor (Yard) use within C-2 Zoning.

CONDITIONS RECOMMENDED FOR APPROVAL:

1. It is the applicant's responsibility to coordinate any additional utility easements or connections as needed to service their property.
2. No towed vehicles shall be allowed to be placed outside the fenced area.
3. A fence permit shall be required for the replacement fence.
4. Prior to the installation of proposed lighting, the applicant shall provide the lighting spec sheets to Planning for review. All lighting shall be required to be cut off lighting and shall not cause interference with drivers on the highway or adjacent properties.
5. A separate sign permit shall be required for the requested sign.
6. A Knox padlock shall be required for Fire Department gate access.
7. This project shall develop generally as is stated in the applicant's letter (and presented in the plans.)
8. This Conditional Use Permit shall proceed to the City Council for approval.
9. Any additional improvements to this site require additional review.



Phone: 479-200-2135
Email: rescueme1stresponse@gmail.com
Website: tow1st.com

RE: 1849 W Henri De Tonti Blvd Ste C Springdale, AR 72762; Conditional Use Permit for 1st Response Towing

Tontitown Planning Commission,

We currently tow for Arkansas State and Washington County Police Departments from our primary location in Fayetteville. We would like to expand our service area for these departments and feel we could be of use to the local community. This location would provide towing services and storage only. We will store vehicles for no more than 45 days. Vehicles brought into the storage facility will be picked up by registered owners or insurance providers. No vehicles will be disassembled or repaired on site.

Business hours for release of vehicles are Monday - Friday 8am - 4pm. Towing service is 24/7.

We would like to utilize section C of the building to store anything that has been seized by law enforcement for possible investigation and build a fence with a gate to divide the current fenced area for our storage yard. (See attached).

Four employees would have access to the location.

We anticipate an average of 1 - 2 customers to visit per day.

Current parking is sufficient for our needs. We have four spots in front of the building.

There is existing lighting where the lot will be but we will mount four solar motion sensor lights to the inside of the fence for additional lighting.

If further information is needed, please feel free to contact me.

Respectfully,

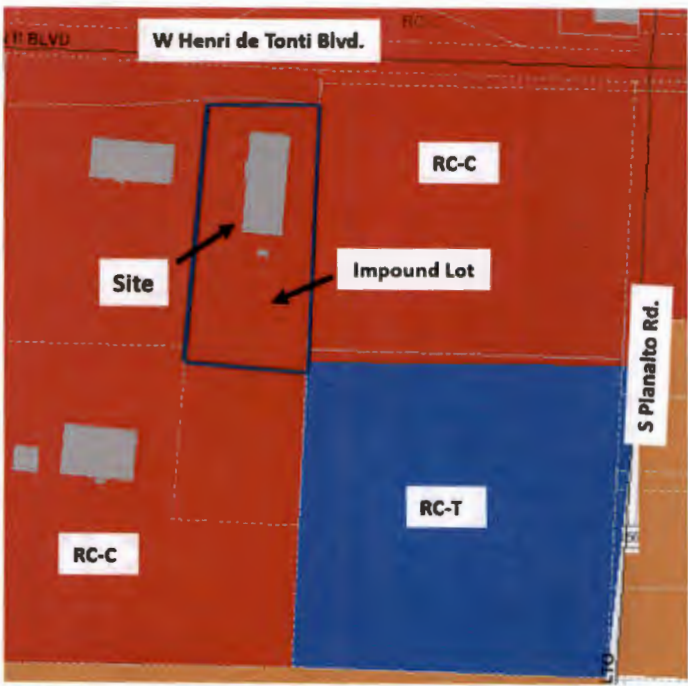
James Hayes
1st Response Towing
479-200-2135

1st Response Towing Conditional Use Permit Request:

Zoning:



Future Land Use:



1849 W Henri de Tonti Blvd. Site Aerial



1849 W Henri de Tonti Blvd. Existing Fence



1st Response Towing Impound Fence Plans



Proposed Fence Signage



RESOLUTION NO. 2022-__

CITY OF TONTITOWN, WASHINGTON COUNTY, ARKANSAS

**A RESOLUTION AUTHORIZING THE MAYOR TO NEGOTIATE
AND ENTER INTO AN INDEPENDENT CONTRACTOR
AGREEMENT WITH DANIELLE DELILLE FOR CITY EVENT
COORDINATION SERVICES.**

WHEREAS, the City of Tontitown, Arkansas, is in need of an independent contractor to provide coordination services for various approved city events; and

WHEREAS, Danielle Delille is an employee of the City of Tontitown, but can provide such coordination services outside of her scheduled work hours; and

WHEREAS, the city and Danielle Delille desire to negotiate and enter into an independent contractor agreement for the provision of city events coordination services.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of Tontitown, Arkansas, on behalf of the City of Tontitown, Arkansas, is authorized to negotiate and enter into an Independent Contractor Agreement with Danielle Delille in a form similar to the Independent Contractor Agreement attached hereto as Exhibit "A".

PASSED AND APPROVED this _____ day April, 2022.

APPROVED:

Gene McCartney, Mayor

ATTEST:

Rhonda Ardemagni, City Clerk-Treasurer
(SEAL)

**CITY OF TONTITOWN AGREEMENT
WITH INDEPENDENT CONTRACTOR**

THIS AGREEMENT WITH INDEPENDENT CONTRACTOR ("Agreement") is entered into this ____ day of _____, 2022, by and between City Of Tontitown, hereinafter referred to as the "City", and Daniel Delille, hereinafter referred to as "Contractor".

W I T N E S S E T H

WHEREAS, the City holds and conducts various events and festivals in the city, including a farmer's market, bocce ball tournaments, Halloween festival and other events (the "City Events") which are held by the city in order to foster community awareness, tourism, economic development and other worthy goals and aims of the City of Tontitown; and

WHEREAS, the City is in need of a person to assist with the coordination of these approved City Events; and

WHEREAS, Daniel Delille is employed by the City of Tontitown and desires to provide such coordination services as an independent contractor separate and apart from her duties with the City of Tontitown and outside of her scheduled work hours; and

WHEREAS, the Contractor is willing to accept the responsibility of providing these services to the City under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and the mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. Term. The term of this Agreement shall be month-to-month beginning on _____, 2022, unless otherwise terminated as provided herein.

2. Compensation. As compensation for services performed under this Agreement, the Contractor shall be paid the sum of \$_____ per approved City Event. Said compe

3. Expenses to be Reimbursed. The City will reimburse the Contractor for prior-approved expenses incurred by the Contractor in connection with the performance of the Contractor's duties under this Agreement. Such expenses must be submitted to the city for approval by the Mayor, and the Mayor shall have sole discretion to approve or disallow any expenses. All expenses must receive prior-approval for reimbursement.

4. Duties. The City agrees to retain the Contractor to perform the services normal and necessary to provide coordination for City Events. The City Events for which the Contractor shall provide services shall be approved in advance by the Mayor and the Contractor, and shall be contingent on funds budgeted for such City Events. Such duties shall include the coordination of event set-up, event activities, vendors, participants, tear-down and clean-up. The Contractor shall use her best and most diligent efforts and skills, and shall render services to the City in accordance with and in a manner consistent with applicable laws and standards established by the City.

5. Relationship of Parties. Both parties to this Agreement intend that an Independent Contractor relationship will be created by this Agreement. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Contractor. Contractor is not to be considered an agent or employee of City for any purpose, and the employees of the Contractor, if any, are not entitled to any of the benefits that City provides for City's employees. It is understood that City does not agree to use Contractor exclusively. Contractor shall be responsible for all taxes and withholdings related to the provision of these services.

6. Liability. The work to be performed under this Agreement will be performed entirely at Contractor's risk.

7. Right to Inspect. In the performance of the work herein contemplated, Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, City being interested only in the results obtained. However, the work contemplated herein must meet the approval of the City and shall be subject to City's general right of inspection and supervision to secure the satisfactory completion thereof.

8. Death. The death of the Contractor during the term of this Agreement shall terminate this Agreement.

9. Termination. This Agreement may be terminated by the City without cause, at any time, upon written notice to the Contractor. The Termination provisions of this Section shall not be exclusive, but rather shall be in an addition to any other rights and remedies that the parties may have at law or equity. The termination of this Agreement shall not relieve or discharge either party from any obligation, debt, or liability which shall have previously accrued and remain to be performed up and until the date of termination.

10. Notices. Any and all notices, demands, requests, consents, approvals, or communications required or permitted to be given hereunder, shall be in writing and shall be delivered by personal delivery, via United States first class mail or overnight mail delivery. Irrespective of the manner of delivery used, all such notices shall be properly addressed and directed, in accordance with this provision:

City: City of Tontitton
Attn: Current Mayor
P.O. Box 305
Tontitown, Arkansas 72770

With a copy to: Harrington, Miller, Kieklak, Eichmann & Brown, P.A.
Attn: R. Justin Eichmann
4710 S. Thompson
Springdale, AR 72764
Fax Number: 479-751-3715

Contractor: Danielle Delille

Notices sent by personal delivery shall be deemed given upon actual receipt. Notices sent via United States first class mail shall be deemed given no later than five (5) business days from mailing.

11. Legislative/Regulatory Change. If there is a change in any applicable statute, rule or regulation or a change in the manner in which the applicable rules and regulations are enforced, such that it affects the continuing legality of some or all of this Agreement, the parties agree to negotiate in good faith to amend this Agreement to conform to existing laws or regulations. If a mutually acceptable agreement that conforms to such changed rules and/or regulations cannot be reached within thirty (30) days (or such earlier time as may be required by such changed rules or regulations), this Agreement may be terminated immediately by either party by written notice to the other.

12. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

13. Survival. Except as otherwise expressly provided in this Agreement, representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of this Agreement, shall survive the termination of this Agreement.

14. Ambiguities. Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

15. Wavier. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No wavier of any breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

16. Necessary Acts, Further Assurances. The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

17. Anti-Fraud and Abuse. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law.

18. Entire Agreement. This Agreement constitutes the entire agreement between the

parties hereto and shall supercede any prior or contemporaneous oral or written statements or agreements that supplement or contradict the terms and provisions set forth herein. There are no agreements, understandings, restrictions, warranties or conditions between the parties, oral or otherwise, other than those set forth herein.

19. Binding Agreement. The rights and obligations of the City under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the City. However, neither this Agreement or any interest herein, or claim hereunder, shall be assigned or transferred by Contractor to any party or parties.

20. Modification. No modification or amendment of any of the terms, conditions or provisions hereby may be made unless by written agreement signed by the parties hereto.

21. Consent or Waiver of Breach. Consent of either party to any act or the waiver of either party of any breach of any provision of this Agreement shall not operate or be construed as a consent or waiver to any subsequent act or breach by the other party. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing and signed by the parties.

22. Severability. If any part, term, clause, section or provision of this Agreement shall contravene or be invalid under the laws of the particular jurisdiction where used, construed or enforced, such contravention or invalidity shall not invalidate the whole Agreement, but instead this Agreement shall be construed as if not containing the particular provision or provisions held to be invalid in the particular jurisdiction, the validity of the remaining portions or provisions not being affected thereby, and the rights of the parties hereto shall be construed and enforced accordingly.

23. Expenses in Event of Default. In the event of any default under or breach of all or any provisions of this Agreement by either party, the other party shall be entitled to any and all expenses and costs incurred by such party in enforcing this Agreement. Such expenses shall include, but shall not be limited to, any reasonable attorneys' fees incurred by the non-defaulting or non-breaching party.

24. Construction of Agreement. The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions hereof. The use of the singular form of pronoun shall be construed to include the plural and the plural the singular where the number of the parties and the context indicates that intent. Likewise, the use of the masculine gender shall include the feminine.

25. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one instrument.

26. Facsimile Signature. This Agreement may be executed by facsimile signature by the parties hereto, and any such facsimile signatures shall have the same force and effect as if manually signed.

27. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Arkansas applicable to agreements made and to be performed wholly within such jurisdiction, without regard to the conflicts of law provisions thereof. The courts of the State of Arkansas for Washington County and the federal courts for the Western District of Arkansas shall have jurisdiction over any and all disputes which arise between the parties under this Agreement, whether in law or in equity, and each of the parties shall submit and hereby consents to such courts' exercise of jurisdiction. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Paragraph, and stipulates that the State courts located in the County of Washington, State of Arkansas and the Federal court located in the Western District of Arkansas, Fayetteville Division, shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement., Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in any other jurisdictions in any manner prescribed by law.

28. Specific Performance. The Parties acknowledge that it will be impossible to measure in money the damage to them caused by any failure to comply with the covenants set forth in this Agreement, that each such covenant is material, and that in the event of any such failure, the injured party will not have an adequate remedy at law or in damages. Therefore, the parties consent to the issuances of an injunction or the enforcement of other equitable remedies against them at the suit of the other, without bond or other security, to compel performances of all of the terms of this Agreement, and waive the defense of the availability of relief in damages.

29. Force Majeure. No party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

30. Assignment. This Agreement is personal and nothing contained herein shall be construed to permit the Contractor, either voluntarily or by operation of law, to assign, hypothecate, give, transfer, mortgage, sublet, license, or otherwise transfer or encumber all or party of his rights, duties, or other interests in this Agreement or the proceeds thereof (collectively, "Assignment"), without the City's prior written consent. Any attempt to make an Assignment in violation of this provision shall be a material default under this Agreement and any Assignment in violation of this provision shall be null and void.

IN WITNESS WHEREOF, the parties to this agreement have duly executed it on the day and year first above written.