

ORDINANCE NO. 2026-OL-1303R

CITY OF TONTITOWN, WASHINGTON COUNTY, ARKANSAS

A RESOLUTION AUTHORIZING THE ENGAGEMENT OF PROFESSIONAL PLANNING CONSULTATION SERVICES FOR THE TONTITOWN PLANNING COMMISSION AND PLANNING DEPARTMENT; AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH JEFF HAWKINS; REAFFIRMING THAT LEGAL SERVICES SHALL CONTINUE TO BE PROVIDED BY THE CITY ATTORNEY; AND FOR OTHER PURPOSES

WHEREAS, the City of Tontitown continues to experience substantial residential, commercial, and infrastructure growth requiring experienced planning guidance and technical development support; and

WHEREAS, the Tontitown Planning Commission and Planning Department regularly consider matters involving zoning, subdivision regulations, land use compatibility, transportation coordination, infrastructure planning, and long-range municipal development; and

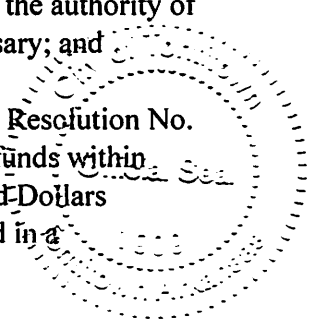
WHEREAS, the City Council finds that the utilization of specialized planning expertise and technical consultation services will provide practical and operational value to the Planning Commission, Planning Department staff, elected officials, developers, and the citizens of Tontitown; and

WHEREAS, Mr. Jeff Hawkins, retired Executive Director of the Northwest Arkansas Regional Planning Commission, possesses substantial experience in municipal planning, regional planning coordination, land use administration, transportation planning, and development review matters throughout the State of Arkansas; and

WHEREAS, the City Council finds that planning consultation services focused specifically on planning and development matters may provide greater operational benefit to the Planning Commission than the City's existing monthly outside legal attendance arrangement for routine Planning Commission meetings; and

WHEREAS, the City Council further finds that legal representation and legal advice to the City, Planning Commission, and Planning Department shall continue to remain under the authority of the duly appointed City Attorney and/or other authorized legal counsel as necessary; and

WHEREAS, the City Council previously adopted the 2026 municipal budget by Resolution No. 2025-12-1237R, including appropriated Community Development Department funds within Account No. 5380 identified as "Legal Fees," in the amount of Fifteen Thousand Dollars (\$15,000.00), thereby allowing the services authorized herein to be implemented in a



substantially budget-neutral manner without increasing the overall departmental appropriation.

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

Section 1. The City Council hereby authorizes the engagement of Mr. Jeff Hawkins to provide professional planning consultation services to the City of Tontitown, the Planning Commission, and the Planning Department.

Section 2. The scope of services to be provided by Mr. Hawkins shall generally include:

1. Attendance at one regularly scheduled Planning Commission meeting per month, either in person or remotely by Zoom or similar electronic platform;
2. Consultation and advisory services to Planning Commission members during meetings regarding planning principles, subdivision review, zoning matters, regional coordination, infrastructure planning, and land use considerations;
3. Up to eight (8) hours per month of consultation services to the Planning Department and City officials regarding planning-related matters, development review assistance, ordinance interpretation support, procedural recommendations, and planning policy guidance;
4. Additional consultation services as may be requested by the City beyond the included monthly consultation hours.

Section 3. Compensation for services shall be structured as follows:

- (a) A monthly professional services fee of One Thousand Dollars (\$1,000.00) per month;
- (b) Said monthly fee shall include:
 - attendance at one regular Planning Commission meeting per month; and
 - up to eight (8) hours of monthly consultation services;
- (c) Additional consultation services exceeding the included monthly hours shall be billed at the rate of One Hundred Dollars (\$100.00) per hour;
- (d) Funding for these services shall be paid from existing appropriated Community Development Department funds, including Account No. 5380 or other lawful professional services appropriations as determined by the City Council and Clerk-Treasurer.

Section 4. The Mayor is hereby authorized to negotiate and execute a Professional Services Agreement substantially consistent with the terms outlined herein, subject to review as to form by the City Attorney.

Section 5. The City Council hereby expresses its intent that the current outside legal attendance retainer arrangement associated with routine Planning Commission meetings be discontinued, reduced, or restructured to the extent permitted under any existing contractual obligations, and that the appropriated funds previously utilized for such routine attendance be redirected toward professional planning consultation services authorized herein.

Section 6. Nothing herein shall prohibit the City Attorney from attending Planning Commission meetings, providing legal opinions, drafting ordinances, reviewing development agreements, advising on litigation matters, or otherwise providing legal services to the City as necessary and appropriate.

Section 7. If any portion of this Resolution is determined invalid, such determination shall not affect the remaining portions herein.

Section 8. This Resolution shall become effective immediately upon passage and approval.

PASSED AND APPROVED on this 16 day of June 2026.

APPROVED:

Angela Russell
Angela Russell, Mayor

ATTEST:

Rhonda Ardemagni
Rhonda Ardemagni, City Clerk-Treasurer
(SEAL)

SPONSORSHIP AND LEGISLATIVE HISTORY

Sponsor (Initiated By): Mick Wagner

Motion to Introduce Made By: Mick Wagner

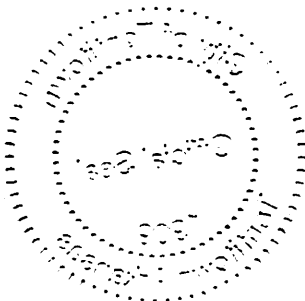
Seconded By: Daniel Montez

Adopted / Passed: _____

Vote: Ayes 5 Nays _____ Abstain _____ Absent 1



This requirement is in addition to, and does not supersede, any authentication, attestations, or signature requirements imposed by state law or other provisions of the Tontitown Municipal Code.





January 29, 2025

Via Hand Delivery
City of Tontitown, Arkansas
235 E. Henri de Tonti Blvd
Tontitown, AR 72762

RE: Legal Services provided by Harrington, Miller, Kieklak, Eichmann & Brown, P.A. to the City of Tontitown, Arkansas as City Attorney

Dear Mayor Russell:

This letter will set forth our agreement with respect to the engagement of our Firm to serve as legal counsel for the City of Tontitown. The agreement involves four separate components of representation, as set forth herein. I will have primary responsibility for the City's legal work; however, other attorneys of the Firm may assist in handling your matters from time to time, if his or her expertise is deemed helpful, or substitute for me at meetings or other engagements if I am unable to attend.

First, for attendance at regular meetings of the City Council, and in connection therewith advising the Mayor and City Council on the City's legal issues, in addition to all other meetings, we will charge on a fixed fee basis \$4,500.00 per month.

Second, for attendance at regular meetings of the Planning Commission, and in connection therewith advising the Planning Commission on related legal issues, we will charge a fixed fee of \$1,000 per month.

Third, for the prosecution work for and on behalf of the City of Tontitown, and in connection therewith advising the Chief of Police, Court Clerk and the Mayor, this service shall be billed at a flat monthly fee of \$1,800.00 and shall include attendance at court and regular consultation with the court clerk and police department officials regarding ongoing prosecution matters. Additionally, to help manage the overhead expenses associated with administrative support, including handling phone inquiries, emails, and other communications with attorneys and defendants, the City shall be billed a monthly administrative fee of \$300.00, which may be adjusted from time to time with approval from the Mayor. This fee is separate from and in addition to fees for substantive legal services and will be detailed on your invoices. Lastly, this flat monthly fee excludes any appeals, which will be billed at the rate of \$250.00 per hour, plus mileage and other charges as incurred.

Fourth, all other legal work for the City, including but not limited to drafting or reviewing ordinances, resolutions, contracts, real estate documents, and related business instruments, advice

regarding employee terminations and related appeals, research of legal issues faced by the City, and litigation of all types will be billed at a rate of \$250.00 per hour. This work may be performed by me or by another attorney of the Firm who is best suited to assist the City of Tontitown in the most efficient manner as possible. We will revisit these rates with the Mayor at the end of the year, or earlier if necessary. Payment for our services in connection herewith will be made by the City in accordance with the terms set forth therein.

In either of the above referenced instances, the Firm will charge and expects to be reimbursed, for incurred expenses including without limitation postage, mileage, and the like, as well as paralegal time and extraordinary expenses (upon approval by the Mayor). All of these items will be billed separately to the City. Billing statements will include an itemization of each of these expenses. A retainer may be required for large research, drafting or litigation projects. The amount of an appropriate retainer shall be determined by agreement between the Firm and the Mayor on a case by case basis. Payment for our expense disbursements and other charges, as well as paralegal time, will be made in accordance with the enclosed "Payment for Legal Services" memorandum. The memorandum will also govern deposits and disbursements relating to any retainers. Our continued pursuit of this engagement is conditioned upon current payment of our invoices. Should the City for any reason be unable to comply with these terms, it hereby grants us consent to withdraw from representation.

Both the City and the Firm shall be free to terminate our relationship at any time, subject to thirty (30) days written notice. In addition, circumstances may arise during the course of our representation of the City that will require us to withdraw from the representation in accordance with the Arkansas Rules of Professional Conduct or other applicable professional standards. In these events the Firm will be entitled to receive compensation from the City for expenses and services rendered to that date, and will cooperate in transferring the matter to other counsel of the City's choice.

The Firm will maintain client files, either in paper or electronic form, for a period of five (5) years after the conclusion of the representation. After this five-year period, the Firm may destroy or otherwise not maintain the files associated with the matter.

Finally, any successful relationship requires timely, honest communication and feedback. We request and welcome task-specific feedback from the City on the quality of our representation.

We appreciate and look forward to the opportunity to work for the City.

Sincerely,
HARRINGTON, MILLER, KIEKLAK, EICHMANN &
BROWN, P.A.



R. Justin Eichmann
For the Firm



CONSENT & AGREEMENT

I have read the foregoing letter and understand its contents. I consent to having you represent me on the terms and conditions set forth.

Dated: 1-29-25

Angela Russell
Angela Russell
Mayor, Tontitown, Arkansas



