

**ORDINANCE NO. 19-797**

**AN ORDINANCE AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO EXECUTE AN AGREEMENT WITH THE MAIN STREET GENTRY ASSOCIATION; WAIVING COMPETITIVE BIDDING; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Gentry is in need of special services relating to economic development and community relations; and

WHEREAS, The Main Street Gentry Association possesses the expertise and personnel to provide such special services; and

WHEREAS, it is neither feasible nor practical to procure such services through the use of competitive bidding.

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

Section 1. The City Council hereby authorizes the Mayor and Director of Finance to execute a contract with The Main Street Gentry Association ("Main Street Gentry"), by which Main Street Gentry will provide certain services on behalf of the City as set forth in such contract, for a cost of \$35,000.00.

Section 2. The City Council of the City of Gentry, Arkansas finds the existence of exceptional circumstances which deem in neither feasible nor practical to obtain such services through the use of competitive bidding. Accordingly, the City Council of the City of Gentry, Arkansas deems it infeasible and unpractical to submit this matter for competitive bidding and finds that it is in the best interests of the citizens and residents of the City of Gentry, Arkansas to forego such competitive bidding procedures in connection with such services contract.

Section 3. Emergency. In order for the City to continue to receive the contemplated services without interruption, an immediate contract is required. Accordingly, the Counsel finds that this Ordinance being necessary for the immediate protection of the public peace, health

and safety of the citizens of Gentry, it shall take effect immediately on its passage and approval.

PASSED and APPROVED this 7<sup>th</sup> day of January, 2019.

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Kevin Johnston, Mayor

Attest:

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Tonya Carney, Director of Finance

# **AGREEMENT**

## **THE MAIN STREET GENTRY ASSOCIATION & City of Gentry, Arkansas**

**WHEREAS**, the City of Gentry, Arkansas (CITY), and The Main Street Gentry Association (MSG) are desirous of fostering community growth and prosperity within the City of Gentry; and,

**WHEREAS**, the City and MSG are desirous of entering into a partnership agreement for the purpose of accomplishing the above stated goal; and,

**WHEREAS**, the aforementioned parties are desirous that a partnership be formed by and between themselves as a demonstration of their common interest for economic development; and,

**WHEREAS**, the aforementioned parties are desirous that a partnership agreement be executed as a positive step in building local public-private sector joint-community effort for the growth and prosperity of the CITY.

**NOW, THEREFORE, BE IT AGREED** by and between the aforementioned parties that:

1. MSG shall coordinate the CITY'S economic development marketing efforts and public-private sector funding alternatives through MSG, and that MSG further agrees it shall serve as the economic development marketing arm of the CITY.
2. Further, MSG agrees that it shall be assigned the following responsibilities:
  - a. MSG shall coordinate, administer and have overall management of economic development marketing activities and the coordination and administration of the functions above described for the CITY, and more specifically;
  - b. MSG shall be directly responsible for implementation of the following functions:
    - i. Maintenance of a public-private economic development partnership between MSG and the CITY with the end result of advancing the improvement, in the broadest sense, of the quality and the quantity of life in the CITY.

- ii. Implementation of a campaign designed to attract a diverse segment of manufacturing, retail, and service industry to the CITY.
  - iii. Design and execution of an economic development retention and expansion program to encourage local manufacturing, retail, and service industry to remain and expand in the CITY.
  - iv. Operation of an on-going communications and promotions program for economic development activities in the CITY.
  - v. Search for and completion and submission of appropriate Grant applications on behalf of the City from time to time.
  - vi. Such other responsibilities as may be delegated or assigned by the MSG Board of Directors (all of which is the "Agreement").
- 3. It is further agreed by and between the parties that in the role of serving as the economic development marketing arm for the CITY, MSG shall be responsible for:
  - a. Representing the CITY as the initial contact for manufacturing, retail, and service industry prospects.
  - b. Bringing economic development financial proposals to the CITY for consideration.
  - c. Maintaining economic development files that pertain to manufacturing, retail, and service industry.
- 4. It is further agreed by and between the parties that the MSG shall provide various other services related to economic development of the City and improvement of the City's relationship with the citizens of the City and the surrounding area. MSG's services shall accordingly include development, sponsorship and organization of community events in coordination with the City, including Freedom Fest and Fall Festival.
- 5. MSG shall keep City advised of its work by making a monthly written and/or verbal report to the City - which will generally be made at the monthly council meeting.
- 6. It is further agreed by and between the parties that because of the time involved in the detailed planning by all parties to this agreement for the implementation of this partnership agreement, said agreement shall be in full force and effect for a period of one (1) year beginning January 1, 2019.

7. For the services to be provided by MSG under the terms of this Agreement CITY shall pay to MSG the sum of Thirty Five Thousand Dollars (\$35,000) payable in two bi-annual installments in 2019, the first payment to be made on execution of this Agreement.

Agreed this \_\_\_\_\_ day of January, 2019.

Approved: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Director of Finance

Adopted by MSG this \_\_\_\_\_ day of January, 2019.

Approved: \_\_\_\_\_  
Chairman of the Board