

MEMORANDUM



To: BOARD OF DIRECTORS
From: Lance Hudnell, City Manager
Subject: Planning Area Agreement
Date: May 25, 2012

At their meeting on Thursday, May 24, the joint City/County planning area study group approved the attached DRAFT agreement for future consideration by the Quorum Court and Board of Directors, subject to final review and correction by the City and County attorneys.

Purpose. This agreement was requested by Judge Davis in order to get preliminary agreement by both the Board and Quorum Court prior to drafting of any ordinances and regulations that may ultimately be recommended by the joint study group. The ultimate implementation of this agreement will require the drafting and adoption of various ordinances and regulations by both the City and County over the next several months. The next step is for the agreement to be presented to the appropriate committee of the Quorum Court, and then to the full Quorum Court and Board of Directors. Of course, both the Board and Quorum Court may have modifications that will require further negotiation before a final version is in adoptable form.

What the Agreement Is. The agreement provides that the City will give up its planning authority within those areas outside the city limits. In return, the County will adopt planning regulations to be administered by the City's Planning Department on behalf of the County. Also, there will continue to be one expanded Planning Commission for both the City and the County. The County also agrees to support an effort to annex certain areas between the exiting city limits and Lake Hamilton.

What the Agreement Is Not. This agreement is not the final regulations. As stated above, it is an initial framework within which the respective staffs and the study group can begin the development of proposed ordinances and regulations governing planning within the unincorporated areas of the county. Should acceptable regulations not be developed, then the agreement automatically expires June 30, 2013.

Future Considerations. While I support approval of the agreement, appropriate checks and balances must be included in any future ordinances to protect City interests while allowing the County to assume planning authority in the unincorporated areas. Of particular note is protection of the Lake Hamilton water shed, adequate transportation planning, and full control of City utilities serving the unincorporated areas.

MEMORANDUM OF AGREEMENT
between
GARLAND COUNTY, ARKANSAS
and
CITY OF HOT SPRINGS, ARKANSAS
for
THE REGULATION OF PLANNING AND
DEVELOPMENT WITHIN THE TERRITORIAL JURISDICTION

1 **THIS AGREEMENT**, entered into this ____ day of _____, 2012 between Garland
2 County, Arkansas (the County) and the City of Hot Springs, Arkansas (the City), the same being
3 duly approved by the Garland County Quorum Court and the Hot Springs Board of Directors by
4 separate resolutions.

5 **WHEREAS**, The City and County agree that the governance of certain planning and
6 development activities within the territorial jurisdiction of the City may best be conducted by the
7 County; and that

8 **WHEREAS**, it is in the best interests of both the City and County to conduct certain
9 planning and development activities jointly; and that

10 **WHEREAS**, in order to facilitate a transition of planning authority from the City to the
11 County and to implement procedures for joint administration, certain principles should be jointly
12 enacted.

13 **NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and
14 conditions stated hereunder, the County and City hereby agree as follows:

15 **I. PURPOSE.** The purpose of this agreement is to outline the basic terms and conditions for the
16 transition of certain planning and development activities and regulations from the City to the
17 County within the territorial jurisdiction of the City (A.C.A. 14-56-413).

18
19 **II. PRINCIPLES OF AGREEMENT.** The City and County hereby agree in principle to the
20 following:

21 • The City shall transfer its planning authority within the unincorporated area of the
22 City's territorial jurisdiction to the County, upon adoption by the County of planning and
23 development regulations and implementation of inspection procedures to ensure

24 compliance therewith; and
25 ☛ It is understood that the County’s regulations shall include ordinances governing the
26 development of roads, subdivisions, property splits and unsightly/abandoned properties.
27 It is further understood that Hot Springs Village and Diamondhead may be excluded from
28 such regulations; and
29 ☛ The County agrees to utilize the City’s Planning Department for the review of
30 development plans within the County’s jurisdiction and to make recommendations to the
31 Planning Commission with regard thereto (joint administration); and
32 ☛ In return for conducting reviews on behalf of the County, the City shall retain all
33 planning fees provided, however, that the City reserves the right to review budgetary
34 concerns with the County should the costs of providing services to the County exceed
35 City capacity to perform; and
36 ☛ The existing Planning Commission shall serve as a joint Commission for both the
37 City and County (A.C.A. 14-56-501) (joint Commission); and
38 ☛ The membership of the Planning Commission shall be expanded, consistent with
39 applicable state law, with the membership determined based on the percentage of
40 population between the city and the unincorporated areas of the county. Provided,
41 however, that the populations of Hot Springs Village and Diamondhead shall not be
42 included for purposes of Commission membership calculations; and
43 ☛ Appeals, as provided by law of Planning Commission decisions, shall be made to the
44 Board of Directors in the instance of City projects (cases), and to the Quorum Court in the
45 instance of County projects (cases);
46 ☛ The City and County support the implementation of a reasonable city growth plan
47 (annexation) that incorporates logical boundaries and improvement of response zones for
48 public safety responders; and
49 ☛ Implementation of any ordinances or regulations resulting from this agreement are
50 subject to review and approval by the City and County attorneys and proper interpretation
51 and application of relevant state laws governing city and county planning.

52 **III. DURATION & TERMINATION.** This Agreement shall commence upon the passage of

53 an approving resolution by both the Board of Directors and the Quorum Court and shall
54 terminate upon the adoption of governing regulations by the respective governing bodies
55 implementing the provisions of Section II hereof. Provided however, that this agreement shall
56 automatically expire no later than June 30, 2013.

57 **IV. MODIFICATIONS.** Modifications hereto may be proposed in writing by either the City or
58 the County upon service to the other party. Any such modifications must be approved by both
59 the Hot Springs Board of Directors and the Garland County Quorum Court.

60 **V. NOTICES.** All notices and correspondence concerning this Agreement shall be directed as
61 follows:

62 To Garland County, Arkansas Garland County Judge
63 Garland County Courthouse
64 501 Ouachita, Room 210
65 Hot Springs, Arkansas 71901

66 To the City of Hot Springs, Arkansas City Manager
67 City of Hot Springs
68 P.O. Box 700
69 133 Convention Blvd.
70 Hot Springs, Arkansas 71901

71 **VI. APPROVALS.** This Agreement being authorized and approved by Resolution No. _____
72 of the Garland County Quorum Court and Resolution No. _____ of the Hot Springs Board
73 of Directors.

74 **FOR THE COUNTY:**

FOR THE CITY:

75 _____
76 Rick Davis, County Judge
77 Garland County, Arkansas

Ruth Carney, Mayor
City of Hot Springs, Arkansas

78
79 Date: _____

Date: _____

80 ATTEST: _____
81 Sarah Smith, County Clerk

ATTEST: _____
Lance Spicer, City Clerk