Ordinance Committee by Chairman Mike Overton:

1. An Ordinance amending Chapter 34 of the Code of Ordinances of the City of Springdale, Arkansas; declaring an emergency; and for other purposes. Item to be presented by Ernest Cate, City Attorney. (2-3)

Street & CIP Committee by Chairman Rick Evans:

2. An Ordinance calling for the simultaneous detachment and annexation of land currently located in Bethel Heights, Benton County, Arkansas, pursuant to Ark. Code Ann. §14-40-2101. Item to be presented by Ernest Cate, City Attorney. (4-8)

Technology Committee by Chairman Colby Fulfer:

3. A Discussion of creating the opportunity to pay for certain City issued permits online. Discussion to be presented by Jim Reed, Councilman.

Finance Committee by Chairman Jeff Watson:

4. A Resolution amending the 2017 budget of the City of Springdale Police Department. Item to be presented by Mike Peters, Chief of Police. (9-10)

Health, Sanitation & Property Maintenance Committee by Chairman Jim Reed:

5. A Resolution approving an authorizing the Mayor and City Clerk to execute an inter-municipal sewer agreement between the City of Springdale, Arkansas, and the City of Elm Springs, Arkansas. Item to be presented by Ernest Cate, City Attorney. (11-20)
ORDINANCE NO. ________

AN ORDINANCE AMENDING CHAPTER 34 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Section 34-2 of the Code of Ordinances of the City of Springdale, Arkansas, provides the procedure for the filing of referendum petitions;

WHEREAS, Act 1093 of 2015 created a new statute, codified at Ark. Code Ann. §14-55-304, to set the time period for the filing of a municipal referendum petition at sixty (60) days after the passage of an ordinance;

WHEREAS, as a result of Act 1093 of 2015, the City Council for the City of Springdale, Arkansas, passed Ordinance No. 4936 on July 14, 2015, thereby extending the time period for the filing of a municipal referendum petition from thirty (30) days to sixty (60) days after the passage of an ordinance;

WHEREAS, the Arkansas Supreme Court has now held that Article 5, §1 of the Arkansas Constitution (as amended by Amendment 7) supersedes Ark. Code Ann. §14-55-304, and allows a municipality to set the filing of a municipal referendum petition at no less than thirty (30) days after the passage of an ordinance;

WHEREAS, it is in the best interest of the City of Springdale, Arkansas, to set the time period for the filing of a municipal referendum petition to be as it was prior to Act 1093 of 2015;

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

Section 1: Section 34-2 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 34-2. - Referendum petitions.

(a) Filed with city clerk. All referendum petitions under amendment no. 7 to the constitution of the state shall be filed with the city clerk within 30 days after the passage of such ordinance.

(b) Publication of notice. Whenever a referendum petition is filed the city council shall give notice by publication for one insertion of a time not less than five days after the publication of the notice at which it shall hear all persons who wish to be heard on the question whether the petition is signed by the requisite number of petitioners. At the time named, the city council shall meet and hear all who wish to be heard on the question, and its decision shall be final, unless suit is brought in the chancery court of the county within 30 days to review its action.

(c) Special election. If the city council finds that the petition is signed by the requisite number of petitioners, it shall order a special election to determine by a vote of the qualified electors whether the ordinance shall stand or be revoked. The date for such election shall be not less than ten days after the order therefor has been made by the council, and such election shall be held and conducted as a general municipal election held in the city.
(d) **Defeated petitions:** If an ordinance referred to the people is defeated at the polls, the city council shall make note of the fact and shall expunge the ordinance from its files by erasing same with red ink.

**Section 2:** All other provisions of Chapter 34 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this ordinance shall remain in full force and effect.

**Section 3: Emergency Clause:** It is hereby declared that an emergency exists and that this ordinance being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, become effective immediately upon its passage and approval.

**PASSED AND APPROVED** this _______ day of _____________, 2017.

________________________
Doug Sprouse, Mayor

**ATTEST:**

________________________
Denise Pearce, City Clerk

**APPROVED AS TO FORM:**

________________________
Ernest B. Cate, City Attorney
ORDINANCE NO._______

AN ORDINANCE CALLING FOR THE SIMULTANEOUS DETACHMENT AND ANNEXATION OF LAND CURRENTLY LOCATED IN BETHEL HEIGHTS, BENTON COUNTY, ARKANSAS, PURSUANT TO ARK. CODE ANN. §14-40-2101.

WHEREAS, Ark. Code Ann. §14-40-2101 provides a procedure by which property may be simultaneously detached from one municipality and annexed into an adjoining municipality; and

WHEREAS, the City of Springdale, Arkansas, desires to detach and annex the following described property ("the Property") currently located in the City of Bethel Heights, Benton County, Arkansas:

The East Half of the NW 1/4 of the SE 1/4, the West Half of the NE 1/4 of the SE 1/4, the West Half of the NW 1/4 of the SE 1/4, the South Half of the East Half of the NE 1/4 of the SE 1/4, the NW 1/4 of the NE 1/4 of the SW 1/4, the North Half of the East Half of the NE 1/4 of the SW 1/4, as tract of land 20 feet of equal and uniform width off the East of the South Half of the East Half of the NE 1/4 of the SW 1/4, and the East Half of the SW 1/4 of the SE 1/4, all lying in Section 14, Township 18 North, Range 30 West, Benton County, Arkansas.

Less and except that portion of subject property deeded to the Arkansas State Highway Commission in Warranty Deed filed February 13, 1974 in Deed Record 471 at Page 317, records of Benton County, Arkansas.

Also known as Benton County Parcel 20-00075-000.

WHEREAS, a map showing the location of the Property is attached hereto as Exhibit "A"; and

WHEREAS, the City of Springdale proposes this action at the request of the owner of the Property, and the City of Springdale stands ready to provide all municipal services to the Property; and

WHEREAS, the City of Springdale, Arkansas, wishes to comply with the provisions of Ark. Code Ann. §14-40-2101;

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

Section 1: That the Property described herein and in the attached Exhibit "A" be simultaneously de-annexed from the City of Bethel Heights, Arkansas, and annexed into the City of Springdale, Arkansas, pursuant to Ark. Code Ann. §14-40-2101;

Section 2: That the City Clerk is hereby directed to send a copy of this ordinance to the governing body of the City of Bethel Heights, Arkansas, pursuant to Ark. Code Ann. §14-40-2101(a);

Section 3: Pursuant to Ark. Code Ann. §14-40-2101(b)(2), the City of Bethel Heights, Arkansas, shall conduct a public hearing within sixty (60) days of the date of passage of this ordinance;

Section 4: Pursuant to Ark. Code Ann. §14-40-2101(b)(3), the City Clerk of the City of Springdale, Arkansas, is directed to publish a legal notice of the public hearing at least fifteen (15) days prior to the public hearing, and such notice shall set out the legal description of the property proposed to be detached and annexed;
Section 5: If the City Council for the City of Bethel Heights, Arkansas, approves the proposed detachment and annexation ordinance, the City of Springdale shall proceed to render services to the newly annexed area, pursuant to Ark. Code Ann. §14-40-2101(c)(2);

Section 6: If the City Council for the City of Bethel Heights, Arkansas, approves the proposed detachment and annexation ordinance, and if no suit is brought within thirty (30) days to review the mutual actions of the City of Springdale and the City of Bethel Heights, then the detachment and annexation of the land shall be final, pursuant to Ark. Code Ann. §14-40-2101(d), and the City Clerk of the City of Springdale, Arkansas, shall at that time certify a copy of the plat of the annexed property and a copy of the ordinances passed to the County Clerk of Benton County, Arkansas, pursuant to Ark. Code Ann. §14-40-2101(e)(2), who shall forward a copy of each document to the Secretary of State for the State of Arkansas, who shall file and preserve them.

PASSED AND APPROVED this _____ day of _________ 2017.

__________________________
Doug Sprouse, Mayor

ATTEST:

__________________________
Denise Pearce, City Clerk

APPROVED AS TO FORM:

__________________________
Ernest Cate, City Attorney
August 23, 2017

Mr. Ernest Cate
Springdale City Attorney
via email only at ecate@springdalear.gov

Re: Blevins Family Farms Property - 1190 W. Graham Rd
Benton County Parcel No. 20-00075-000

Dear Ernest:

This letter follows up our telephone conversation of yesterday. This is a formal request on behalf of the above property owner that the City of Springdale initiate the process with the City of Bethel Heights for simultaneous detachment and annexation of property pursuant to A.C.A. § 14-40-2101. A legal description of the subject property is attached. It is the property owner’s wish for the above referenced property to be within the Springdale City Limits in order to obtain various City services and to coordinate development with adjoining owners whose lands are already within the Springdale city limits.

Please let me know what I might do to assist and facilitate this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WATKINS, BOYER, GRAY & CURRY, PLLC

WPW: dh
pc: client
EXHIBIT A

The East Half of the NW 1/4 of the SE 1/4, the West Half of the NE 1/4 of the SE 1/4, the West Half of the NW 1/4 of the SE 1/4, the South Half of the East Half of the NE 1/4 of the SE 1/4, the NW 1/4 of the NE 1/4 of the SW 1/4, the North Half of the East Half of the NE 1/4 of the SW 1/4, as tract of land 20 feet of equal and uniform width off the East of the South Half of the East Half of the NE 1/4 of the SW 1/4, and the East Half of the SW 1/4 of the SE 1/4, all lying in Section 14, Township 18 North, Range 30 West, Benton County, Arkansas.

Less and except that portion of subject property deeded to the Arkansas State Highway Commission in Warranty Deed filed February 13, 1974 in Deed Record 471 at Page 317, records of Benton County, Arkansas.
RESOLUTION NO. _______

A RESOLUTION AMENDING THE 2017
BUDGET OF THE CITY OF SPRINGDALE
POLICE DEPARTMENT

WHEREAS, the Police Department has received funds that have not been appropriated from insurance recoveries and the sale of vehicles; and

WHEREAS, the Police Chief has requested that these funds be appropriated for the purchase of replacement vehicles; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2017 budget of the City of Springdale Police Department is hereby amended as follows:

<table>
<thead>
<tr>
<th>Department</th>
<th>Account No.</th>
<th>Description</th>
<th>Present Budget</th>
<th>Increase</th>
<th>Decrease</th>
<th>Proposed Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Revenue 10105013920000</td>
<td>Sale of Assets</td>
<td>14,875</td>
<td>14,875</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police Revenue 10105013970000</td>
<td>Insurance Recoveries</td>
<td>41,635</td>
<td>41,635</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police 10105014218031</td>
<td>Vehicles</td>
<td>404,000</td>
<td>56,510</td>
<td>460,510</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PASSED AND APPROVED this 12th day of September, 2017

__________________________________
Doug Sprouse, Mayor

ATTEST:

__________________________________
Denise Pearce, City Clerk

APPROVED AS TO FORM:

__________________________________
Ernest B. Cate, City Attorney
To: Mayor Sprouse  
Cc: Wyman Morgan  
From: Chief Mike Peters  
Date: 8/23/2017  
Re: Transfer of insurance and vehicle auction money

Mayor,

I would like to request the transfer of funds to increase the Police Department budget, vehicle account 101-0501-421-80-31, in order to purchase two vehicles from the state bid. The vehicles will be assigned to our investigation unit to replace vehicles that we have auctioned over the past year.

In order to fund this increase I propose to use the following funds received from vehicle auction and insurance payments.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle Auction 2017</td>
<td>$14,875.00</td>
</tr>
<tr>
<td>Insurance payment 2017</td>
<td>$41,635.86</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$56,510.86</strong></td>
</tr>
</tbody>
</table>

Please let me know if you have any questions or concerns.

Sincerely,

Mike Peters  
Chief of Police
RESOLUTION NO. ______

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTER-MUNICIPAL SEWER AGREEMENT BETWEEN THE CITY OF SPRINGDALE, ARKANSAS, AND THE CITY OF ELM SPRINGS, ARKANSAS.

WHEREAS, the terms and provisions of a water purchase contract dated May 20, 1975, between the City of Springdale, Arkansas, and the City of Elm Springs, Arkansas, provides the residents of Elm Springs with a supply of treated water which shall be purchased from the water distribution system owned and operated by the City of Springdale;

WHEREAS, the City of Springdale owns and operates a municipal sewer system providing sanitary sewer service to users located within the corporate limits of the City of Springdale, Arkansas, certain parts of the City of Lowell, Arkansas, and certain parts of the City of Johnson, Arkansas;

WHEREAS, Springdale's sanitary sewer system includes a wastewater treatment facility that has sufficient capacity to treat current and foreseeable wastewater flows generated within the corporate limits of the cities it now serves;

WHEREAS, the City of Elm Springs, Arkansas, has a municipal S.T.E.P. sewer system, and the lack of adequate sanitary facilities is placing a hardship on property owners located within the corporate limits of Elm Springs;

WHEREAS, Elm Springs has engaged in negotiations with the Northwest Arkansas Conservation Authority (NACA) to connect onto its facilities so as to achieve a permanent solution to provide sanitary service to users within the corporate limits of Elm Springs and the growth that may occur in the future; and

WHEREAS, Elm Springs and Springdale previously had a contract executed whereby Elm Springs was provided a temporary connection to Springdale's sewer system; that contract expired and the connection was taken out of service; and

WHEREAS, Elm Springs has expressed its desire for Springdale to once again provide temporary assistance in the form of wastewater treatment services for sewer users to be connected to the Elm Springs Sewer System; and

WHEREAS, the facilities previously installed for the temporary connection under the 2015 contract largely remain intact and are available for use to implement a reconnection; and

WHEREAS, it is specifically understood and mutually agreed by both parties that this is a temporary sewer agreement and that Elm Springs is currently working toward a connection with NACA for a permanent source of wastewater disposal.

WHEREAS, the Springdale Water & Sewer Commission, and the City of Elm Springs, Arkansas, have both adopted Resolutions approving an inter-municipal sewer agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to execute an inter-municipal sewer agreement (attached hereto as Exhibit "A") between the City of Springdale, Arkansas, and the City of Elm Springs, Arkansas, regarding temporary sewer services to the City of Elm Springs, Arkansas, and said agreement is hereby approved.
PASSED AND APPROVED this ___ day of __________, 2017.

______________________________
Doug Sprouse, Mayor

ATTEST:

______________________________
Denise Pearce, City Clerk

APPROVED:

______________________________
Ernest B. Cate, City Attorney
INTER-MUNICIPAL SEWER AGREEMENT

THIS AGREEMENT is made this ______ day of ________, 2017, by and between the City of Springdale, Arkansas, a municipal corporation, acting through its Water and Sewer Commission, hereinafter called Springdale, and the City of Elm Springs, Arkansas, a municipal corporation, hereinafter called Elm Springs;

WITNESSETH:

WHEREAS, terms and provisions of a water purchase contract dated May 20, 1975 between Springdale and Elm Springs provides Elm Springs residents a supply of treated water which shall be purchased from the Springdale owned and operated water distribution system;

WHEREAS, Springdale owns and operates a municipal sewer system providing sanitary service to users located within the corporate limits of Springdale, certain parts of Lowell, and certain parts of Johnson, Arkansas; and

WHEREAS, said sewer system includes a wastewater treatment facility that has sufficient capacity to treat current and foreseeable wastewater flows generated within the corporate limits of the cities it now serves; and

WHEREAS, Elm Springs has a municipal S.T.E.P. sewer system, and the lack of adequate sanitary facilities is placing a hardship on property owners located within the corporate limits of Elm Springs; and

WHEREAS, Elm Springs has engaged in negotiations with the Northwest Arkansas Conservation Authority (NACA) to connect onto its facilities so as to achieve a permanent solution to provide sanitary service to users within the corporate limits of Elm Springs and the growth that may occur in the future; and

WHEREAS, Elm Springs and Springdale previously had a contract executed April 30, 2015, whereby Elm Springs was provided a temporary connection to Springdale’s sewer system; that contract expired and the connection was taken out of service; and

WHEREAS, Elm Springs has expressed its desire for Springdale to once again provide temporary assistance in the form of wastewater treatment services for sewer users to be connected to the Elm Springs Sewer System; and

WHEREAS, the facilities previously installed for the temporary connection under the 2015 contract largely remain intact and are available for use to implement a reconnection; and

WHEREAS, it is specifically understood and mutually agreed by both parties that this is a temporary sewer agreement and that Elm Springs is currently working toward a connection with NACA for a permanent source of wastewater disposal.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Springdale and Elm Springs hereto mutually agree as follows:

1. **COOPERATION:** Elm Springs and Springdale shall cooperate and communicate in all the dealings contemplated herein.

2. **FACILITIES:** Elm Springs agrees to be responsible for placing back in service the following sewer system, metering, and sampling improvements, hereinafter referred to as “Facilities”:
   a. Elm Springs pressure sewer system to a point near the Ball Lift Station,
b. A sampling and metering weather proof enclosure to house and protect wastewater flow metering, sampling equipment, and electrical equipment,

c. A Metering Vault with suitable meter, restriction/regulating devise and ancillary valving and equipment sufficient to accurately measure wastewater flows from Elm Springs,

d. Suitable sampling equipment sufficient to provide continuous sampling of wastewater flows from Elm Springs.

All of the above Facilities are to be made operational by Elm Springs at its expense. Elm Springs hereby agrees to secure at its expense all property rights and easements needed to restore and make operational such facilities. As previously agreed in 2015 Agreement, once restored by Elm Springs, the sewage metering and sampling station shall be owned and operated by Springdale near the Ball Lift Station, hereinafter referred to as the Point of Delivery.

3. QUANTITY: During the term of this agreement, Springdale agrees to receive from Elm Springs at the Point of Delivery, wastewater pumped from Elm Springs at a maximum flow rate of fifty (50) gallons per minute. In order to control the rate of flow within the maximum rate of flow specified herein, Springdale reserves the right to require the installation of a flow restriction device to regulate the volume of wastewater pumped from Elm Springs. Wastewater pumped from Elm Springs to Springdale shall be in accordance with standards hereinafter specified. Springdale reserves the right to restrict or cut off flow at any time if there is an environmental or public health issue that threatens Springdale. In such case, Elm Springs will have to decide what sewer conservation measure shall be imposed upon its customers.

4. POINT OF DELIVERY: The Point of Delivery for wastewater pumped from Elm Springs to Springdale shall be at a sewage metering and sampling station located near the Ball Lift Station. Elm Springs shall be responsible for placing back in service the metering and sampling station. If required by the Arkansas Department of Health, plans and specifications for said station shall be prepared by a professional engineer licensed to practice in the State of Arkansas. Design of the metering and sampling station, including equipment and materials to be used in construction, shall be approved in writing by Springdale before the plans and specifications are submitted to the Arkansas Department of Health for review and approval. The metering and sampling station shall become the property of Springdale at such time construction is satisfactorily completed and the metering equipment is certified by the manufacturer to be within accuracy limits specified by Springdale. Elm Springs shall be responsible for paying any costs associated with connecting the metering and sampling station near the Ball Lift Station. Said connection to the manhole shall be made with a gravity sewer line to be owned and maintained by Springdale.

5. METERING EQUIPMENT: The sewage metering and sampling station shall be designed and equipped to accurately measure the volume of wastewater being pumped through the Facilities based upon: 1.) The actual flow rate stated in gallons per minute, and 2.) the total flow passing through the meter stated in hundred gallons. The rate of flow and total flow shall be remotely transmitted to the Point of Delivery. Elm Springs agrees to operate and maintain the necessary metering equipment for properly measuring the quantity of wastewater received from Elm Springs and to calibrate such metering equipment whenever requested by Springdale but not more frequently than once every six (6) months. A meter not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the four (4) months previous to such test in accordance with the percentage of inaccuracy found by such tests. If the meter should fail to register for any period, the amount of wastewater received at the Point of Delivery during such period shall be deemed to be the amount of wastewater received in the corresponding period immediately prior to the failure unless Elm Springs and Springdale shall agree upon a different amount. The metering equipment shall be read monthly by Springdale. An appropriate official of Elm Springs shall have access to the meter equipment at reasonable times for the purpose of verifying readings.

6. PRICE: It is hereby stipulated and agreed by Elm Springs that the following sewer charges and fees shall be paid for sewer services provided by Springdale in this agreement:
A.) The following rate schedule shall be used to calculate monthly payments for the volume of wastewater being pumped to the Point of Delivery for treatment by Springdale:

<table>
<thead>
<tr>
<th>Volume</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>First 1,500</td>
<td>$600.00 Minimum</td>
</tr>
<tr>
<td>Next 23,500</td>
<td>$3.43 per thousand</td>
</tr>
<tr>
<td>Next 225,000</td>
<td>$3.35 per thousand</td>
</tr>
<tr>
<td>Next 350,000</td>
<td>$3.22 per thousand</td>
</tr>
<tr>
<td>Next 400,000</td>
<td>$3.19 per thousand</td>
</tr>
<tr>
<td>Over 1,000,000</td>
<td>$2.81 per thousand</td>
</tr>
</tbody>
</table>

The above monthly minimum charge shall remain constant throughout the term of this agreement; however, in the event the City of Springdale adopts an ordinance increasing the sewer rates being charged to outside city users, the above rates charged for each thousand gallons in excess of 1,500 gallons shall be adjusted to reflect the new sewer rate schedule applied to outside city users.

B.) Elm Springs will be considered as an industrial user connected to the Springdale Municipal Sewer System, and therefore subject to the following surcharges for wastestreams containing excessive Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS). Said surcharge shall be based on the following formula:

\[ S = V_{ww} \times 8.34 \left[ Y \left( TSS - 300 \right) + Z \left( BOD - 289 \right) \right] \]

Where:
- \( S \) = Surcharge in Dollars (monthly)
- \( V_{ww} \) = Volume wastewater in million gallons (monthly)
- 8.34 = Pounds per gallons of water
- \( Y \) = Unit charge for Total Suspended Solids in dollars per pound
- T.S.S. = Total Suspended Solids index in milligrams per liter by weight (300 mg/L or more)
- 300 = Maximum TSS in milligrams per liters by weight
- \( Z \) = Unit charge for BOD in dollars per pound
- BOD = Five day BOD index in milligrams per liter by weight (289 mg/L or more)
- Y & Z = Derived from annual plant expenses

Current charge for \( Y \) = $0.440  
Current charge for \( Z \) = $0.407

The current unit charges for TSS and BOD shall remain effective for sewer service billed in calendar year 2015. The Springdale Sewer Commission shall review annually on a fiscal year basis the actual cost of treating excessive wastestreams and shall increase or decrease the unit charges for TSS (Y) and BOD (Z) based upon the finding of such review. The increase or decrease shall become effective January 1 of each calendar year. In the event surcharges are established for industrial users with excessive concentrations of phosphorus, or any other element, compound, substance or any other basis, Elm Springs hereby agrees to pay the stipulated surcharge as enacted by ordinance of the City of Springdale, Arkansas.

C.) As a provision of its NPDES Permit, Springdale is required to administer an Industrial Pretreatment Program. If any Categorical Industrial Users or Significant Industrial Users are connected to Elm Springs’ sanitary sewer system, said users will be subject to and regulated by Springdale through its Industrial Pretreatment Program administered by the Springdale Water and Sewer Commission. Elm Springs agrees to pay Springdale a reasonable fee to cover Springdale’s costs for sampling, inspection, and administration of permits issued to each categorical or significant user. These fees shall be paid within thirty (30) days of invoice by Springdale. The fees paid to Springdale related to the Industrial Pretreatment Program will be evaluated annually by the Springdale Sewer Commission and will be subject to change based upon the determination of costs to meet this regulatory requirement. Categorical Industrial Users are defined in EPA regulations. Springdale retains the sole right to determine which users in
Elm Springs will be classified as Categorical Industrial Users or as Significant Industrial Users. Permits issued to said users shall be administered in the same manner as those issued to users in Springdale.

D.) Elm Springs agrees to pay Springdale a one-time connection fee for incurred legal, engineering, and administrative expenditures to establish temporary service as set forth in this agreement. This amount shall not exceed $5,000.00 and will be paid by Elm Springs when the actual costs have been determined. Payment shall be made within thirty (30) days of the billing issued by Springdale for its expenditures.

7. BILLING AND PAYMENT: Springdale agrees to furnish Elm Springs with an itemized statement of the volume of wastewater that was received during the preceding month. Elm Springs agrees to pay Springdale for wastewater services provided according to the schedule of rates set forth herein and monthly payments shall be made in a timely manner pursuant to the ordinances of the City of Springdale presently in effect and hereafter adopted. In the event Elm Springs fails to make timely payment as provided herein, then Springdale, at its discretion, shall give notice to Elm Springs that water service being provided to Elm Springs shall be terminated within five (5) days unless payment is made.

8. WASTEWATER STANDARDS: Elm Springs agrees not to discharge wastewater containing any of the following substances at the Point of Delivery:

A. General Prohibitions: Any pollutant which will pass through Springdale’s Publicly Owned Treatment Works (POTW), inadequately treated, into receiving waters or otherwise be incompatible with the POTW.

B. Specific Prohibitions: Elm Springs agrees to regulate users within its collection system so that no person shall introduce into Springdale’s POTW the following pollutants, substances, or wastewater:

- Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed-cup flashpoint of less than 140° F (60° C) using the methods specified in 40 C.F.R. 261.21;
- Wastestreams having a pH less than 5.0 or more than 11.0, or otherwise causing corrosive structural damage to the POTW or equipment;
- Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in interference;
- Pollutants, including oxygen-demanding pollutants (BOD, etc.) released in a discharge at a flow rate and/or pollutant concentrations which, either singly or by interaction with other pollutants, will cause interferences with the POTW;
- Wastewater having a temperature greater than 150° F (65° C), or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the wastewater plant to exceed 104° F (40° C);
- Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;
- Pollutants which result in the presence of toxic gases, vapor, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
- Trucked or hauled pollutants;
- Any liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or hazard to life, or to prevent entry into the sewers for maintenance or repair;
- Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant’s effluent, thereby violating the POTW’s NPDES permit;
- Wastewater containing any radioactive wastes or isotopes except in compliance with applicable Federal or State regulations and approved by Springdale;
- Storm water, surface water, ground water, artesian well water, roof runoff,
subsurface drainage, condensate, deionized water, noncontact cooling water, or unpolluted water;
• Water from any source other than that supplied by Springdale
• Sludges, screening, or other residues from the pretreatment of industrial wastes;
• Medical wastes which are deemed to have the potential to cause acute worker or safety problems;
• Wastewater causing, alone or in conjunction with other sources, the POTW to violate its NPDES permit or the treatment plant’s effluent to fail a toxicity test;
• Any substance which may cause the POTW’s effluent or other product of POTW such as residues, biosolids (sludges) or scums to be unsuitable for normal landfill/land application, reclamation or reuse, or to interfere with the reclamation process;
• Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW;
• Phosphorus levels that will cause the POTW to exceed NPDES permit limits or in sufficient concentrations to exceed the design capacity of the wastewater treatment facility to remove phosphorus biologically;
• Any material into a manhole through its top unless specifically authorized by Springdale;
• Water or wastewater into which anhydrous ammonia has been leaked or “bled off,” or any other discharge from an anhydrous ammonia coolant source;
• Any other substance, material, water, or waste, if it appears likely in the opinion of the Executive Director of Springdale Water Utilities that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance;
• Septic wastewater determined by Springdale Water Utilities to contain elevated levels of hydrogen sulfide or other substances which could cause corrosion or odors at the Point of Delivery.

C. Pollutants, substances, or wastewater processed or stored in such a manner they could be discharged to the POTW:

• Toxic or hazardous industrial materials being processed or stored without secondary containment, which could potentially leak into floor drains and other points of entry into the sanitary sewer system.

9. SPECIAL COVENANTS: Elm Springs hereby covenants and agrees to do the following:

A) Adopt a sewer use code identical to that established by Springdale in Ordinance No. 2842, a copy of said code is attached hereto and incorporated herein by this reference. Every regulation established in the Sewer Use Code in its current format, or as subsequently amended, shall be effective when Elm Springs delivers wastewater to the Point of Delivery. Any entity found to be violating any provision of the Elm Springs Sewer Use Code shall be subject to same administrative and judicial enforcement remedies as entities located in Springdale.

B) On a monthly basis, provide a list of all commercial and industrial users that are connected to its sanitary sewer system in the preceding month.

C) Provide Springdale with the opportunity to approve any future connection to the Elm Springs sewer system, prior to the grant of a building permit or approval of any large scale development. If not approved by Springdale, Elm Springs shall not allow such improvements to be installed or such connection to be made. The parties agree that a breach of this covenant, as to any large scale development, would be detrimental to Springdale and that damages to Springdale occasioned by such breach by Elm Springs would be substantial and difficult to measure. Thus, the parties hereby agree that if Elm Springs breaches this covenant as to any large scale development, Elm Springs shall pay liquidated damages in the amount of $10,000 for each month or part of a month from the time construction begins until it is halted. Elm Springs agrees that this sum was fairly negotiated and does not constitute a penalty. In the alternative or in addition to such liquidated damages, if circumstances permit and Springdale shall otherwise be able to
ascertain its actual damages related to Elm Springs’s breach of any portion of this covenant, then Springdale may pursue such actual damages, costs, and remedies as permitted by law or equity. In addition to the foregoing monetary damages, in the event of a breach or threatened breach of any portion of this covenant by Elm Springs, Springdale shall be entitled to injunctive relief, both preliminary and permanent, enjoining and restraining such breach or threatened breach. Such remedies shall be in addition to all other remedies available to Springdale in law or equity, including but not limited to Springdale’s right to recover from Elm Springs any and all damages that may be sustained as a result of Elm Springs’s breach. If injunctive relief is sought by Springdale in response to Elm Springs’s breach or threatened breach of any portion of this covenant, the parties agree that no bond shall be required of Springdale and Elm Springs waives any and all requirements for the posting of such bond as a condition for the award of the injunctive relief requested.

D) Notify Springdale’s Water Utilities’ Industrial Pretreatment Manager and obtain approval in advance of any Categorical Industrial User or Significant Industrial User connecting to its sanitary sewer system. If Elm Springs is unsure whether an Industrial or Commercial User is to be considered as a Categorical or Significant User, it is the responsibility of Elm Springs to contact the Springdale’s Industrial Pretreatment Manager for a determination.

E) Install, maintain, and operate chemical feeders at its delivery point that will prevent the formation of hydrogen sulfide, corrosive gases, and noxious odors in the sewage force main between Elm Springs and the Point of Delivery.

10. TERM: Springdale, for a period of eighteen (18) months from and after the execution of this agreement, shall agree to accept and treat wastewater generated in Elm Springs and discharged into the defined Point of Delivery. At the conclusion of the eighteen month term, this agreement shall be terminated and Elm Springs shall have made suitable arrangements for other means of acceptable sewage treatment. It is hereby agreed by the parties that this is a temporary arrangement for the treatment of wastewater generated in Elm Springs and this agreement will not be renewed or extended for any additional periods of time.

Elm Springs shall, no less than once every six months, provide Springdale with a written outline of measures Elm Springs has taken to make the connection to NACA before the term of this agreement has expired. Included shall be a detailed timeline of what specific actions are and will be taken, concluding on or before the expiration of this agreement. Failure to make reasonable progress toward these arrangements may result in notifications by Springdale to Elm Springs and the Arkansas Department of Health of Springdale’s intent to discontinue sewage service regardless of the availability of other service. At the end of the term of this Agreement, Springdale shall have the absolute right to terminate its service under this temporary agreement and Elm Springs shall be responsible for the consequences of such termination. Elm Springs shall indemnify Springdale for any and all costs, damages, including any attorney’s fees, incurred by Springdale as a result of the failure by Elm Springs to make suitable arrangements as required by this Agreement. Nothing contained in this Agreement is intended to waive any tort immunity that either party has under Arkansas law. If suitable arrangements have not been made at the end of the 18 month contract term and the sewer connection from Elm Springs to Springdale remains for any reason, then Elm Springs shall pay a monthly penalty of $20,000 for as long as the inter-municipal sewer connection remains, in addition to all rates outlined in this Inter-Municipal Sewer Agreement.

11. TERRITORY: Elm Springs agrees to limit sanitary sewer service to users located within its current city limits. Elm Springs agrees to prohibit the discharge of any trucked or hauled waste streams into its Sanitary Sewer Facilities. Trucked or hauled waste streams shall include, but shall not be limited to, water and waste materials pumped from septic tanks and leachate collection systems.

12. CONNECTIONS: All new connections to Elm Springs shall be made in accordance with rules and regulations of the Arkansas State Board of Health and the Arkansas Department of Environmental Quality. Each residential or commercial structure being provided a new sewer connection shall be inspected by a licensed plumbing inspector to certify that the service line and plumbing were installed in accordance with local and state codes in effect at the time such
plumbing is installed. Commercial and institutional facilities providing food preparation shall, prior to connection to the sewer, install grease traps that are appropriately sized and adequately maintained.

13. COMPLIANCE WITH RULES: Elm Springs and all sewer customers in the corporate limits of Elm Springs shall comply with, at all times, the health ordinances, Sewer Use Code of Elm Springs, the Arkansas State Board of Health, and the Arkansas Department of Environmental Quality governing sewer connections, operations, and usage which may now exist or may hereinafter be promulgated. Failure or refusal of any customer to comply with such ordinances, rules, or regulations will subject the customer to immediate discontinuance of water and sewer service.

14. ORDINANCES AND REGULATIONS TO FACILITATE PERFORMANCE OF CONTRACT: Elm Springs will enact and adopt any ordinances, codes, resolutions, rules, or regulations which may be deemed necessary to carry out the terms of this contract. This includes a sewer use code or ordinance acceptable to Springdale, the U.S. Environmental Protection Agency, and the Arkansas Department of Environmental Quality, and to control the quality and quantity of sewage that may be discharged to the sewer system owned, operated, and maintained by Elm Springs.

15. NOTICES: The written notices provided for herein shall be sufficient if sent by certified mail, return receipt requested, postage prepaid, to the respective parties hereto.

16. FURTHER INSTRUMENTS: Springdale and Elm Springs will, whenever and as often as it shall be requested to do so by the other, cause to be executed, acknowledged, or delivered any and all such further instruments and documents as may be necessary or proper in order to carry out the intent and purpose of this agreement.

IN WITNESS WHEREOF, Springdale and Elm Springs have executed these presents by their respective authorized representatives, having been authorized to do so by appropriate resolutions of their respective governing bodies.

SPRINGDALE WATER AND SEWER COMMISSION

BY: ________________________________

Chris G. Weiser, Chairman

ATTEST:

Paul E. Lawrence, Secretary

CITY OF SPRINGDALE, ARKANSAS

BY: ________________________________

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

ELM SPRINGS SEWER COMMISSION

BY: ________________________________

Chairman

Attest:
CITY OF ELM SPRINGS, ARKANSAS

BY: ____________________________
    Harold Douthit, Mayor

ATTEST:

____________________, City Recorder/Treasurer