

CITY OF SPRINGDALE
Committee Agendas
Monday, June 6th, 2016
Multipurpose Room #236
City Administration Building
Meetings begin at 5:30 p.m.

Street & CIP Committee by Chairman Rick Evans:

1. **A Resolution** authorizing the sale of property to Tyson 2016, LLC. Item presented by: Ernest Cate, City Attorney. (2-4)
2. **A Resolution** authorizing the Mayor and City Clerk to execute a Memorandum of Understanding with the Springdale Water & Sewer Commission for streetscape improvements to Emma Avenue pursuant to The Downtown Master Plan. Item presented by: Ernest Cate, City Attorney. (5-7)
3. **A Discussion** pertaining to a citizen's request for a 4-Way Stop at Falcon Road and Joye Street. Item presented by: Sam Goade, Director of Public Works. (8-18)
(Item previously tabled from Committee Meeting on Monday, May 16th, 2016)

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

4. **An Ordinance** ordering the razing (demolition) and removal of a certain residential structure within the City of Springdale, Arkansas, located at 10691 W. Gibbs Rd.; to declare an emergency and for other purposes. Item presented by: Ernest Cate, City Attorney. (19-23)
5. **An Ordinance** authorizing the City of Springdale, Arkansas, to provide water service and sanitary sewer service in the City of Johnson, Arkansas; confirming inter-municipal water and sewer agreements to be signed by the Mayor and the City Clerk; and for other purposes. Item presented by: Heath Ward, Springdale Water Utilities Director & Ernest Cate, City Attorney. (24-55)

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE SALE OF
PROPERTY TO TYSON 2016, LLC.**

WHEREAS, the City of Springdale owns the following real property located in the City of Springdale, Arkansas, said land being more particularly described as follows:

A Part of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section Sixteen (16), Township Seventeen (17) North, Range Thirty (30) West, being more particularly described as follows: Commencing at the Northwest corner of said 40 acre tract, said point being a set cotton spindle in Dearing Road; thence S 01°14'50" W 210.00 feet to a set 1/2' iron rebar for the true point of beginning; thence S 88°39'42" E 511.99 feet to a set 1/2" iron rebar on the West right-of-way of Interstate 540; thence S 00°36'07" E along said right-of-way 291.40 feet to an existing A.H.C. Monument; thence S 00°33'08" E along said right-of-way 161.34 feet to an existing iron; thence leaving said right-of-way, S 38°10'12" W 103.38 feet to an existing iron; thence N 88°43'57" W 464.35 feet to an existing iron; thence N 01°14'50" E 535.80 feet to the POINT OF BEGINNING, Containing 6.34 acres, more or less, Washington County, Arkansas. LESS AND EXCEPT Part of the Northeast Quarter of the Northwest Quarter of Section 16, Township 17 North, Range 30 West, Washington County, Arkansas, more particularly described as follows: Commencing at a Cotton Picker Spindle found at the West Sixteenth Corner of Sections 9 and 16; thence along the West line of said Northeast Quarter of the Northwest Quarter, South 2°31'40" West a distance of 210.00 feet to the POINT OF BEGINNING; thence South 87°00'25" East a distance of 125.39 feet; thence South 87°30'49" East a distance of 386.64 feet to the Western Right of Way of I-540 as established by AHTD Job 1534 Section 1; thence along said Western Right of Way, South 0°40'06" West a distance of 452.74 feet; thence South 39°31'19" West a distance of 103.36 feet; thence North 87°28'21" West a distance of 287.86 feet to the Western Right of Way of I-540 as established by AHTD Job 040527; thence along said Western Right of Way the following bearings and distances: North 42°47'00" West a distance of 202.36 feet; North 11°39'56" West a distance of 133.77 feet to the West line of said Northeast Quarter of the Northwest Quarter; thence along said West line, North 2°31'40" East a distance of 263.80 feet to the POINT OF BEGINNING and containing 5.94 acres (258,878 square feet) more or less as shown on AHTD plans referenced as Job 040527, containing .40 acres, more or less.

WHEREAS, the City acquired the Property by way of an eminent domain action in 2013, and is an uneconomic remnant;

WHEREAS, Ark. Code Ann. §14-54-302 empowers and authorizes municipalities to sell real property it owns, subject to approval by the City Council;

WHEREAS, Tyson 2016, LLC., has made an offer to purchase the Property from the City for the sum of \$2,500.00;

WHEREAS, the amount offered by Tyson 2016, LLC, for the Property is reasonable in that it would allow the proposed buyer to combine the Property with adjacent property it is acquiring and/or already owns at this particular location;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk of the City of Springdale, Arkansas, are hereby authorized to execute all documents necessary to effect the sale of the Property to Tyson 2016, LLC, for the total sum of \$2,500.00, plus any associated closing costs.

PASSED AND APPROVED this ____ day of June, 2016.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

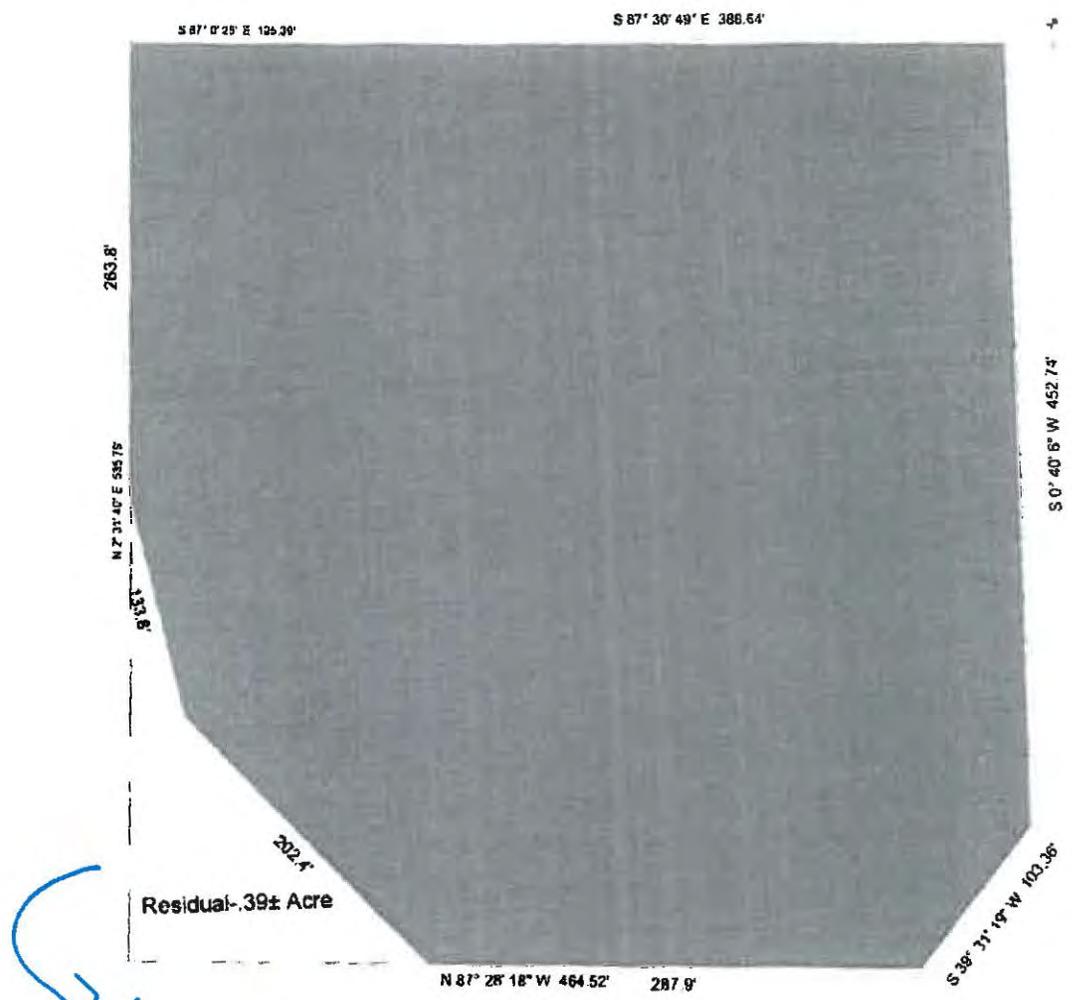
Ernest B. Cate, City Attorney



SITE SKETCH

6.33± Acres

Acquisition Area 4-5.94± Acres



→ AREA of SALE

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE SPRINGDALE WATER & SEWER COMMISSION FOR STREETScape IMPROVEMENTS TO EMMA AVENUE PURSUANT TO THE DOWNTOWN MASTER PLAN.

WHEREAS, the Springdale Water and Sewer Commission is in the process of, and has contracted for, improvements to the water and sewer facilities located along Emma Avenue between the Arkansas Missouri Railroad and Park Street;

WHEREAS, these water and sewer facility improvements will damage the existing pavement to an extent to which overall pavement replacement will become necessary;

WHEREAS, the City of Springdale desires to make certain streetscape improvements along East Emma Avenue from the Arkansas Missouri Railroad to Park Street, as provided for in the Downtown Master Plan;

WHEREAS, the Springdale Water and Sewer Commission has adopted a Resolution to include the streetscape improvements into their construction and engineering plans; and

WHEREAS, the City of Springdale and the Water and Sewer Commission desire to enter into a Memorandum of Understanding, a copy of which is attached hereto, to better the interests of each by the coordinated replacement of the streetscape along East Emma Avenue in connection with the water and sewer facility improvement project;

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 enter into a Memorandum of Understanding with the Springdale Water and Sewer Commission, whereby the City of Springdale will reimburse the Commission for costs associated with streetscape improvements to Emma Avenue from the Arkansas Missouri Railroad to Park Street, in an amount and in a manner as provided in the Memorandum of Understanding.

PASSED AND APPROVED this _____ day of _____, 2016.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SPRINGDALE AND THE
SPRINGDALE WATER & SEWER COMMISSION
UTILITY CONSTRUCTION/RELOCATION
AND STREET WORK**

Job Location: East Emma Avenue, Springdale, AR from the Arkansas Missouri Railroad tracks to Park Street

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), made and entered into this ____ day of June, 2016, by and between the City of Springdale, (the "City") and the Springdale Water & Sewer Commission (the "Utility") both acting by and through their respective duly authorized representatives.

WITNESSETH:

WHEREAS, in the above referenced Job Location, the Utility proposes to make water and sewer improvements in downtown Springdale, which projects are specifically known as the East Emma Avenue Water Line Improvement Project and East Emma Sewer Rehabilitation Project; and

WHEREAS, it is expected that damage will occur to existing pavement of East Emma Avenue, during these projects; and

WHEREAS, the City seeks to have the entire street resurfaced and make certain streetscape improvements once all of the utility work is completed; and

WHEREAS, the parties desire to work together to achieve certain cost savings and efficiencies by coordinating repair and replacement of streetscape improvements in the Job Location; and

WHEREAS, the Utility has already retained the services of McClelland Consulting Engineers, Inc., of Fayetteville, Arkansas to prepare engineering designs and perform construction phase services for the Utility's projects and has approved an amendment to the Utility's contract with McClelland, subject to the City's approval, to include streetscape improvements in the Job Location; and

WHEREAS, the Utility has already bid and awarded construction contracts on both of its projects and once the engineering design for the streetscape improvements is complete and approved by the parties, the Utility will bid the streetscape improvements, coordinate with other utilities so that all necessary work done in Job Location can be accomplished in a proper sequence and in a cost efficient manner; and

WHEREAS, the City will participate by reimbursing the Utility the cost of the streetscape design and construction based upon on the actual costs as mutually agreed between the City and Utility.

In exchange for valuable consideration and the mutual covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:



Google earth

feet 1000
meters 500

Request For 4-WAY STOP



Multi-way Stops - The Research Shows the MUTCD is Correct!

W. Martin Bretherton Jr., P.E.(M)

Abstract

This paper reviewed over 70 technical papers covering all-way stops (or multi-way stops) and their success and failure as traffic control devices in residential areas. This study is the most comprehensive found on multi-way stop signs

The study looked at how multi-way stop signs have been used as traffic calming measures to control speed. There have been 23 hypotheses studied using multi-way stop as speed control. The research found an additional 9 hypotheses studied showing the effect multi way stops have on other traffic engineering problems.

The research found that, overwhelmingly, multi-way stop signs do NOT control speed except under very limited conditions. The research shows that the concerns about unwarranted stop signs are well founded.

Introduction

Many elected officials, citizens and some traffic engineering professionals feel that multi-way stop signs should be used as traffic calming devices. Many times unwarranted stop signs are installed to control traffic. The Manual on Uniform Traffic Control Devices (MUTCD)(16) describes warrants for installing multi-way stop signs. However, it does not describe many of the problems caused by the installation of unwarranted stop signs. These problems include concerns like liability issues, traffic noise, automobile pollution, traffic enforcement and driver behavior.

This paper is a result of searching over 70 technical papers about multi-way stop signs. The study concentrated on their use as traffic calming devices and their relative effectiveness in controlling speeds in residential neighborhoods. The references found 23 hypotheses on their relative effectiveness as traffic calming devices. One study analyzed the economic cost of installing a multi-way stop at an intersection. The reference search also found 9 hypotheses about traffic operations on residential streets.

The literature search found 85 papers on the subject of multi-way stops. There are probably many more references available on this very popular subject. The seventy-one references are shown in Appendix A. There was a problem finding the 14 papers found in literature searches. The 14 papers are listed in Appendix B for information only. Most of the papers were from old sources and are probably out of print.

Multi-Way Stop Signs as Speed Control Devices

A summary of the articles found the following information about the effectiveness of multi-way stop signs and other solutions to controlling speeds in residential neighborhoods.

1. Multi-way stops do not control speeds. Twenty-two papers were cited for these findings. (Reference 1, 2, 7, 8, 10, 12, 13, 14, 15, 16, 17, 19, 20, 39, 45, 46, 51, 55, 62, 63, 64, 66 and 70).
2. Stop compliance is poor at unwarranted multi-way stop signs. Unwarranted stop signs means they do not meet the warrants of the MUTCD. This is based on the drivers feeling that the signs have no traffic control purpose. There is little reason to yield the right-of -way because there are usually no vehicles on the minor street. Nineteen references found this to be their finding. (Reference 7, 8, 10, 12, 13, 14, 15, 17, 19, 20, 39, 45, 46, 51, 55, 61, 62, 63 and 64).

3. Before-After studies show multi-way stop signs do not reduce speeds on residential streets. Nineteen references found this to be their finding. (Reference 19 (1 study), 55 (5 studies), 60 (8 studies) and 64(5 studies)).

4. Unwarranted multi-way stops **increased** speed some distance from intersections. The studies hypothesizing that motorists are making up the time they lost at the "unnecessary" stop sign. Fifteen references found this to be their finding. (Reference 1, 2, 7, 8, 10, 13, 14, 17, 19, 20, 39, 45, 46, 51, 55, 70 and 71).

5. Multi-way stop signs have high operating costs based on vehicle operating costs, vehicular travel times, fuel consumption and increased vehicle emissions. Fifteen references found this to be their finding. (Reference 3, 4, 7, 8, 10, 14, 15, 17, 45, 55, 61, 62, 63, 67 and 68).

6. Safety of pedestrians is decreased at unwarranted multi-way stops, especially small children. It seems that pedestrians expect vehicles to stop at the stop signs but many vehicles have gotten in the habit of running the "unnecessary" stop sign. Thirteen references found this to be their finding. (References 7, 8, 10, 13, 14, 15, 17, 19, 20, 45, 51, 55 and 63).

7. Citizens feel "safer" in communities "positively controlled" by stop signs. Positively controlled is meant to infer that the streets are controlled by unwarranted stop signs. Homeowners on the residential collector feel safer on a 'calmed' street. Seven references found this to be their finding. (Reference 6, 14, 18, 20, 51, 58 and 66).

Hypothesis twelve (below) lists five references that dispute the results of these studies.

8. Speeding problems on residential streets are associated with "through" traffic. Frequently homeowners feel the problem is created by 'outsiders'. Many times the problem is the person complaining or their neighbor. Five references found this to be their finding. (References 2, 15, 45, 51 and 55).

9. Unwarranted multi-way stops may present potential liability problems for undocumented exceptions to accepted warrants. Local jurisdictions feel they may be incurring higher liability exposure by 'violating' the MUTCD. Many times the unwarranted stop signs are installed without a warrant study or some documentation. Cited by six references. (Reference 7, 9, 19, 46, 62 and 65).

10. Stop signs increase noise in the vicinity of an intersection. The noise is created by the vehicle braking noise at the intersection and the cars accelerating up to speed. The noise is created by the engine exhaust, brake, tire and aerodynamic noises. Cited by five references. (Reference 14, 17, 20, 45, 55).

11. Cost of installing multi-way stops are low but enforcement costs are prohibitive. many communities do not have the resources to effectively enforce compliance with the stop signs. Five references found this to be their finding. (Reference 1, 10, 45, 51, 55).

12. Stop signs do not significantly change safety of intersection. Stop signs are installed with the hope they will make the intersection and neighborhood safer. Cited by five references. (Reference 55, 60, 61, 62, 63).

Hypothesis seven (above) lists seven references that dispute the results of these studies.

13. Unwarranted multi-way stops have been successfully removed with public support and result in improved compliance at justified stop signs. Cited by three references. (Reference 8, 10, 12).

14. Unwarranted multi-way stops reduce accidents in cities with intersection sight distance problems and at intersections with parked cars that restrict sight distance. The stop signs are unwarranted based on volume and may not quite meet the accident threshold. Cited by three references. (Reference 6, 18, 68).

15. Citizens feel stop signs should be installed at locations based on traffic engineering studies. Some homeowners realize the importance of installing 'needed' stop signs. Cited by two references. (References 56, 57).

16. Multi-way stops can reduce cut-through traffic volume if many intersections along the road are controlled by stop signs. If enough stop signs are installed on a residential or collector street motorists may go another way because of the

inconvenience of having to start and stop at so many intersections. This includes the many drivers that will not stop but slowly 'cruise' through the stop signs. This driving behavior has been nicknamed the 'California cruise'. Cited by two references. (Reference 14, 61).

17. Placement of unwarranted stop signs in violation of Georgia State Law 32-6-50 (a) (b) (c). This study was conducted using Georgia law. Georgia law requires local governments to install all traffic controls devices in accordance with the MUTCD. This is probably similar to traffic signing laws in other states. Cited by two references. (Reference 19, 62).

18. Special police enforcement of multi-way stop signs has limited effectiveness. This has been called the 'hallo' effect. Drivers will obey the 'unreasonable' laws as long as a policeman is visible. Cited by two references. (Reference 39, 46).

19. District judge orders removal of stop signs not installed in compliance with city ordinance. Judges have ordered the removal of 'unnecessary' stop signs. The problem begins when the traffic engineer and/or elected officials are asked to consider their intersection a 'special case'. This creates a precedent and results in a proliferation of 'special case' all-way stop signs. Cited by two references. (Reference 59, 62).

20. Some jurisdictions have created warrants for multi-way stops that are easier to meet than MUTCD. The jurisdiction feel that the MUTCD warrants are too difficult to meet in residential areas. The reduced warrants are usually created to please elected officials. Cited by two references. (Reference 61 and 70).

21. Citizens perceive stop signs are effective as speed control devices because traffic "slows" at stop sign. If everybody obeyed the traffic laws, stop signs would reduce speeds on residential streets. Cited by one reference. (Reference 55).

22. Removal of multi-way stop signs does not change speeds but they are slightly lower without the stop signs. This study findings support the drivers behavior referenced in item #4, speed increases when unwarranted stop signs are installed. Speed decreases when the stop signs were removed! Cited by one reference. (Reference 64).

23. Multi-way stops degrade air quality and increase CO, HC, and Nox. All the starting and stopping at the intersection is bad for air quality. Cited by one reference. (Reference 68).

Speed Control Issues

24. There are many ways to "calm" traffic. Cited by twenty-two references. (Reference 1, 14, 20, 32, 33, 34, 35, 36, 37, 38, 40, 41, 42, 44, 45, 46, 47, 48, 50, 51, 53 and 66).

They include:

(a) Traffic Chokers (f) Sidewalks and Other Pedestrian Solutions

(b) Traffic Diverters (g) Neighborhood Street Design

(c) Speed Humps (h) On-Street Parking

(d) Roundabouts (i) One Way Streets

(e) Neighborhood Speed Watch (j) Street Narrowing

25. Other possible solutions to residential speed. Most speeding is by residents - Neighborhood Speed Watch Programs may work. This program works by using the principle of 'peer' pressure. Cited by seven references. (Reference 2, 30, 31, 36, 42, 48 and 53).

26. Reduced speed limits are not effective at slowing traffic. Motorists do not drive by the number on the signs, they travel a safe speed based on the geometrics of the roadway. Cited by five references. (Reference 1, 20, 39, 46 and 69).

27. Local streets should be designed to discourage excessive speeds. The most effective way to slow down traffic on residential streets is to design them for slow speeds. Cited by two references. (Reference 43, 52).
28. Speeding on residential streets is a seasonal problem. This is a myth. The problem of speeding is not seasonal, it's just that homeowners only see the problem in 'pleasant' weather. That's the time they spend in there front yard or walking the neighborhood. Cited by one reference. (Reference 2).
29. Speed variance and accident frequency are directly related. The safest speed for a road is the speed that most of the drivers feel safest driving. This speed creates the lowest variance and the safest road. Cited by one reference. (Reference 47).
30. The accident involvement rate is lowest at the 85th percentile speed. The 85th percentile speed is the speed that most drivers feel comfortable driving. The lowest variance is usually from the 85th percentile speed and the 10 mph less. Cited by one reference. (Reference 47).
31. Psycho-perceptive transverse pavement markings are not effective at reducing the 85th percentile speed but do reduce the highest speed percentile by 5 MPH. Cited by one reference. (Reference 47).
32. The safest residential streets would be short (0.20 miles) non-continuous streets that are 26 to 30 feet from curb to curb width. The short streets make it difficult of drivers to get up to speed. Cited by one reference. (Reference 52).

Economics of Multi-Way Stop Signs

Studies have found that installing unwarranted stop signs increases operating costs for the traveling public. The operating costs involve vehicle operating costs, costs for increased delay and travel time, cost to enforce signs, and costs for fines and increases in insurance premiums.

The total costs are as follows (Reference 55):

Operating Costs (1990) (\$04291/Stop)	\$ 111,737/year
Delay & Travel Costs (1990) (\$03401/Stop)	\$ 88,556 /year
Enforcement Costs (1990)	\$ 837/year
Cost of Fines (19 per year)	\$ 1,045/year
Cost of 2 stop signs (1990)	\$ 280
Costs of increased insurance (1990)	<u>\$7,606/year</u>
Total (1990)	\$210,061/year/intersection

The cost to install two stops signs is \$280. The cost to the traveling public is \$210,061 (1990) per year in operating costs. This cost is based on about 8,000 vehicles entering the intersection per day.

Another study (62) found that the average annual road user cost increased by \$2,402.92 (1988 cost) per intersection when converting from two to four way stop signs for low volume intersections.

Summary of Stop Signs as Speed Control Devices

Researchers found that multi-way stop signs do not control speed. In analyzing the 23 hypotheses for multi-way stop signs, five were favorable and 18 were unfavorable toward installing unwarranted all-way stop signs. The Chicago study (6) was the only research paper that showed factual support for "unwarranted" multi-way stop signs. They were found to be effective at reducing accidents at intersections that have sight distance problems and on-street parking.

It is interesting to note that residential speeding problems and multi-way stop sign requests date back to 1930 (63). The profession still has not "solved" this perception problem.

Summary of Economic Analysis

Benefits to control speeds by installing multi-way stop signs are perceived rather than actual and the costs for the driving public are far greater than any benefits derived from the installation of the multi-way stop signs.

W. Martin Bretherton Jr., P.E.

Chief Engineer, Traffic Studies Section

Gwinnett County Department of Transportation

75 Langley Drive

Lawrenceville, Georgia 30045

770-822-7412

brethema@co.gwinnett.ga.us

Appendix A

References used in Research of Multi-Way Stop Signs

1. Gerald L. Ullman, "Neighborhood Speed Control - U.S. Practices", ITE Compendium of Technical Papers, 1996, pages 111- 115.
2. Richard F. Beaubien, "Controlling Speeds on Residential Streets", ITE Journal, April 1989, pages 37-39.
3. "4 Way Stop Signs Cut Accident Rate 58% at Rural Intersections", ITE Journal, November 1984, pages 23-24.
4. Michael Kyte & Joseph Marek, "Collecting Traffic Data at All-Way Stop Controlled Intersections", ITE Journal, April 1989, pages 33-36.
5. Chan, Flynn & Stocker, "Volume Delay Relationship at Four Way Stop Controlled Intersections: A Response Surface Model", ITE Journal, March 1989, pages 27-34.
6. La Plante and Kripidlowdkki, "Stop Sign Warrants: Time for Change". ITE Journal, October 1992, pages 25-29.

Megan Workman

From: Jerry McCoy <jmccoy@springdalear.gov>
Sent: Thursday, May 05, 2016 3:31 PM
To: Sam Goade
Cc: Denise Wax; Brad Baldwin; Carey Landrum; Derek Hudson; Dub Janczys; Harper, Kimma; James Breakfield; Kevin McDonald; Mike Peters; Missha Wagoner; Rob Stewart; Steve Davis
Subject: Re: Traffic Committee Meeting Minutes May 4 2016

Sam

I was at the intersection of Falcon & joye this afternoon from 2:40 to 3:10 an did not observe a problem with the School traffic. The backup was only to about Kimbrough St. We was at Falcon & Joye this morning and trimmed some trees improving the line of sight. At this point I don't think anymore action needs to be taken. I will go back Monday morning and afternoon to observe the traffic flow and advise you at that time.

Thanks
Jerry

Sent from my iPhone

On May 5, 2016, at 7:58 AM, Sam Goade <sgoade@springdalear.gov> wrote:

Denise,

I made a few revisions and additions to the May 4th Traffic Committee meeting minutes and added the details of the discussion on item number 6. Thank you for composing the minutes. Please forward the minutes to the residents who attended the meeting and provided a contact email.

Chief Peters, we did not have a representative from the PD at the May 4th meeting so I wanted to let you know that the committee suggested extra patrol associated with item number 2 and item number 4 shown on the attached meeting minutes.

Thanks,

Sam

Sam Goade

Public Works Director
Springdale Public Works
269 E. Randall Wobbe Lane
Springdale, Arkansas 72764

Phone 479-750-8135
Fax 479-750-8504

From: Denise Wax [<mailto:dwax@springdalear.gov>]
Sent: Wednesday, May 04, 2016 3:54 PM
To: Sam Goade
Subject: Traffic Committee Meeting Minutes May 4 2016

Here's my attempt, any revisions welcome

Thanks, Denise

<Traffic Committee Meeting Minutes for May 4 2016.doc>



Public Works Department

Streets and Public Facilities
269 East Randall Wobbe Lane
Springdale, Arkansas 72764
479.750.8135

Traffic Committee Meeting Agenda

May 4, 2016 at 1:30 p.m.

Springdale Public Works Department Conference Room
269 E. Randall Wobbe Lane
Springdale, Arkansas 72764

1. Review of the minutes of the April 6, 2016 Traffic Committee meeting and confirmation of actions approved by the committee. Copy of the April 6, 2016 meeting minutes are attached.
2. Review and discussion of the Bridgegate Avenue Traffic Study. Copy of the report is attached.
3. Request from David Gulliver, 3554 Hylton Road, to remove two (2) decorative fence panels on north and south side of his driveway to improve line-of-sight when he pulls out of his driveway onto Hylton Road. (pull up Google Earth Street View for review). See attached email correspondence.
4. Cory Gayer request for a discussion of Buckhead Avenue traffic study performed in August, 2015. See attached email correspondence.
5. Request from Kevin Carroll for a crosswalk with flashing speed limit signs on Pleasant Street at Rebecca Lane and more patrol on Pleasant Street during peak traffic times. (Pull up the intersection on Google Earth for review). See attached email correspondence.
6. Request from Floyd Buffington for a 4-Way Stop at Falcon Road and Joye Street.
7. Discussion of Items not on the agenda

Attendees:

Sam Goade, Public Works

Denise Wax, Public Works

Kevin McDonald, FD

Brad Baldwin, Engineering

Jerry McCoy, Public Works

Dub Janczys, Public Works

Missha Wagoner, Community Engagement

Ashley Moore, Resident of Bridgegate Ave
Chris Watson, Resident cww21@hotmail.com
Floyd Buffington, Resident of Falcon Road
Dewey Burnett, Resident of Falcon Road
Cory Gayer, Resident of Buckhead Ave

1. Review of the minutes of the April 6th meeting. Jerry McCoy has placed "**No Parking Here to Corner**" signs at Captain D's, moved the "**Trucks Turning Ahead**" signs Huntsville Road as requested by Eddie Bray of Memco and placed additional speed limit signs on Glen Street. The changes and additions discussed in the April 6th Traffic Committee meeting are therefore complete.
2. A review and discussion of the Bridgegate Avenue Traffic Study. Sam will communicate to Chief of Police validity of reports indicating speeding is occurring throughout the day and recommend an increase in SPD enforcement measures. At this time further traffic calming measures are not under consideration.
3. Resident David Gulliver has done work on his property to increase sight lines when exiting his driveway onto Hylton Road. The Resident has requested the removal of 2 or more panels of decorative fencing the City erected as a safety measure due to a drop-off and low retaining wall. Brad Baldwin said that the minimum height for a single horizontal rail is 34-38 inches. David is going to place some markers at various heights on the fence to determine the fence height that may improve the line-of-site from his driveway north and south along Hylton Road. Sam offered to consult with Modern Fence Company (the fence installation contractor) for a possible solution that would also retain the esthetics of the original fence.
4. Buckhead Avenue is being used as a cut-through street to Old Missouri. A Traffic Study was performed in 2015 and resident Cory Gayer was inquiring about traffic calming measures. He was given a copy of the Traffic Calming policy. Jerry McCoy will install No Thru Traffic signs at Palisades Avenue, Buckhead Avenue and Chartres Avenue.
5. Discussion of Kevin Carroll's request for a crosswalk with flashing speed limit signs on Pleasant Street at Rebecca Lane. Jerry McCoy will observe traffic flow twice during the day, once in the morning and once again in the afternoon.
6. Residents Floyd Buffington and Dewey Burnett addressed the committee with their concerns about the intersection of Falcon Road and Joye Street.

Floyd and Dewey described a line-of-site issue while stopped at Joye Street southbound then looking to the east down Falcon Road. There are trees and landscape shrubbery on the south side of Falcon Road that may not be subject to trimming back in order to improve the line-of-site in this case. Floyd and Dewey suggested that the intersection be changed to a 4-way stop like the City did at Backus Avenue and White Road about 6-years ago. The committee discussed the proposal for the 4-way stop and the impact making that change would have on traffic flow on Falcon Road. Before the request can be considered further, a study of the intersection with regard to the line-of-site concerns and the traffic patterns during Smith Elementary car rider delivery and pick up must be performed. Jerry McCoy will evaluate the line-of-site concerns described above and make observations of the traffic pattern associated with the car riders to and from Smith Elementary. Jerry will report his findings to Sam. Sam will place the proposed 4-way stop request on the May 16th Committee Meeting agenda as a discussion item. Floyd and Dewey were invited to attend the Committee meeting to join the discussion.

7. Assistant Fire Chief Kevin McDonald owns property at Emma Street and Holcomb, there is an alley to the west and a parking lot to the south. He would like curbing installed on the east edge of the alley way then wrap around on the north side of the parking lot for an interface with a future concrete patio and is willing to cost share. Sam said he would need to find out if the area where the proposed curb would be installed is on public property as required for the City to participate. Kevin is going to meet with Clayton Sedberry in Planning to map the property.

ORDINANCE NO. _____

AN ORDINANCE ORDERING THE RAZING (DEMOLITION) AND REMOVAL OF A CERTAIN RESIDENTIAL STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 10691 W. GIBBS RD.; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES.

WHEREAS, Zetress Morton, is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

A part of the Fractional West One-Half (Frl W 1/2) of the Southwest Quarter (SW 1/4) of Section 31, T-18-N, R-30-W, more particularly described as beginning at the Northwest corner of the said Fractional West One-Half (Frl W 1/2); thence South 89°59'57" East along North Line of said Fractional West One-Half (Frl W 1/2) -594.63 feet; thence South - 1935.39 feet to the centerline of Arkansas Highway 112; thence North 76°51'50" West along said centerline - 30.08 feet; thence North 78°46'38" West - 129.75 feet; thence North 74°52'36" West - 58.84 feet; thence North 70°06'27" West -54.96 feet; thence North 62°57'29" West - 55.07 feet; thence North 56°16'14" West - 52.00 feet; thence North 49°40'26" West - 57.23 feet; thence North 42°50'29" West - 56.02 feet; thence North 36°03'41" West - 59.55 feet; thence North 28°39'54" West - 59.78 feet; thence North 21°42'21" West - 101.60 feet; thence North 18°33'15" West - 170.55 feet to the intersection of said centerline of Arkansas Highway 112 with the West Line of said Section 31; thence North along said Section Line 1380.57 feet to the point of beginning, containing 24.51 acres, more or less, Washington County, Arkansas. Subject to Arkansas Highway 112 and County Road Right-of-Ways.

Commonly known as 10691 W. Gibbs Rd., Springdale, Washington County, Arkansas
Tax Parcel No. 001-18892-000

WHEREAS, the structure on the property is unfit for human habitation, constitutes a fire hazard, otherwise is dangerous to human life, or constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, and further is unsightly, and is considered an unsafe and unsightly structure in violation of Springdale City Ordinances (§22-32 and §91-37, *et seq.*);

WHEREAS, the owner has been notified by the City of Springdale prior to the consideration of this ordinance, that the structure on the property is in violation of various ordinances of the City of Springdale, as well as the Property Maintenance Code of the City of Springdale;

WHEREAS, pursuant to Chapter 22-32 of the Ordinances of the City of Springdale, the owner was given thirty (30) days to purchase a building permit and to commence repairs on the property, or to demolish and remove the building from the property;

WHEREAS, the owner has failed, neglected, or refused to comply with the notice to repair, rehabilitate or to demolish and remove the building, and as such, the matter of removing the building may be referred to the City Council pursuant to Chapter 22 and Chapter 91 of the Ordinances of the City of Springdale;

WHEREAS, under Ark. Code Ann. § 14-56-203 and pursuant to Chapter 22 and Chapter 91 of the Springdale Code of Ordinances, if repair or removal is not done within the required time, the structure is to be razed (demolished) and/or removed;

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

Section 1. That the structure located at 10691 W. Gibbs Rd., Springdale, Arkansas, is dilapidated, unsightly, and unsafe; and it is in the best interests of the City of Springdale to proceed with the removal of this dilapidated, unsightly, and unsafe structure.

Section 2. That the owner is hereby ordered to raze (demolish) and remove the dilapidated, unsightly and unsafe structure located on the aforesaid property; and, is further ordered to abate the unsightly conditions on the property. Said work shall be commenced within ten (10) days and shall be completed within thirty (30) days from the passage of this ordinance. The manner of razing (demolishing) and removing said structure shall be to dismantle by hand or bulldoze and then dispose of all debris, completely cleaning up the property to alleviate any unsightly conditions, in a manner consistent with the Property Maintenance Code, and all other state laws and regulations pertaining to the demolition or removal of residential structures.

Section 3. If the aforesaid work is not commenced within ten (10) days or completed within thirty (30) days, the Mayor, or the Mayor's authorized representative, is hereby directed to cause the aforesaid structure to be razed (demolished) and removed and the unsafe, unsanitary and unsightly conditions abated; and, the City of Springdale shall have a lien upon the aforesaid described real property for the cost of razing (demolishing) and removing said structure and abating said aforementioned conditions, said costs to be determined at a hearing before the City Council.

Section 4. EMERGENCY CLAUSE: The City Council hereby determines that the aforesaid unsafe structure constitutes a continuing detriment to the public safety and welfare and is therefore a nuisance, and determines that unless the provisions of this ordinance are put into effect immediately, the public health, safety and welfare of the citizens of Springdale will be adversely affected. Therefore, an emergency is hereby declared to exist and this ordinance begin necessary for the public health, safety and welfare shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2016.

Doug Sprouse, MAYOR

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



Office Of The City Attorney

201 Spring Street
Springdale, Arkansas 72764
Phone (479) 756-5900
Fax (479) 750-4732
www.springdalear.gov
Writer's Email:

ssparkman@springdalear.gov

Ernest B. Cate
City Attorney

Taylor Samples
Senior Deputy
City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedresi
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

April 22, 2016

**CERTIFIED MAIL,
RETURN RECEIPT REQUESTED**

Zetress Vernell Morton
406 Carlton
Springdale, AR 72762

RE: Property located at 10691 W. Gibbs Rd., Springdale, Washington
County, Arkansas, Tax Parcel No. 001-18892-000

Dear Zetress Vernell Morton:

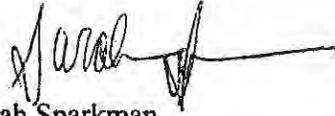
The Chief Building Inspector for the City of Springdale, Arkansas, has posted notice at 10691 W. Gibbs Rd., and has mailed notice in writing to you, via certified mail, that a structure located on property owned by you at 10691 W. Gibbs Rd., Springdale, Arkansas, was unsafe and could not be occupied until the property had been repaired. Furthermore, the owner was instructed to obtain a demolition or repair permit within thirty (30) days and to begin work within ten (10) days of obtaining the permit.

As of this date, you have taken no efforts to demolish or repair the structure on this property. As such, please be advised that the City Council for the City of Springdale will be reviewing the enclosed ordinance at a Committee Meeting that will take place at 5:30 p.m. on Monday, June 6, 2016, in the multi-purpose room located on the second floor of the City Administration Building at 201 N. Spring Street, Springdale, Arkansas. Also, the enclosed ordinance will be placed on the Council Agenda to be considered on Tuesday, June 14, 2016. This meeting will take place in the Council chambers on the first floor of the City Administration Building. I strongly encourage you to attend these meeting.

Should the City adopt the enclosed ordinance, you will be given a final opportunity to repair or remove the structure. Should you not take advantage of

this opportunity, the City of Springdale will have the right to raze and remove the structure, and then charge the costs of such as a lien against the property. The amount of any such lien would be determined by the City Council, and you would have the opportunity to be notified and be heard at this meeting. If you should have any questions, please let me know. I am also sending this letter to you via regular mail as well.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sarah Sparkman', with a long horizontal line extending to the right.

Sarah Sparkman
Deputy City Attorney

enclosure
SS:ch

cc: Mike Chamlee, Chief Building Official
Tom Evers, Chief Building Inspector

SENDER - COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Zetress Vernell Morton
 406 Carlton
 Springdale, AR 72762

COMPLETE THIS SECTION ON DELIVERY

- A. Signature** Agent Addressee
 X *Vernell Morton*
- B. Received by (Printed Name)** *Vernell Morton*
- C. Date of Delivery** *8/27/16*
- D. Is delivery address different from item 1?** Yes No
 If YES, enter delivery address below:

- 3. Service Type**
- Certified Mail® Registered Mail™ Registered Mail™
 Registered Insured Mail Collect on Delivery

- 4. Restricted Delivery? (Extra Fee)** Yes

2. Article Number *7015 1520 0002 6033 1484*
(Transfer from service label)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF SPRINGDALE, ARKANSAS, TO PROVIDE WATER SERVICE AND SANITARY SEWER SERVICE IN THE CITY OF JOHNSON, ARKANSAS; CONFIRMING INTER-MUNICIPAL WATER AND SEWER AGREEMENTS TO BE SIGNED BY THE MAYOR AND CITY CLERK; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Ark. Code Ann. § 14-234-108, the City of Springdale, Arkansas, is authorized to contract with one (1) or more other political subdivisions in order to provide water service to residents of that political subdivision; and

WHEREAS, pursuant to Ark. Code Ann. § 14-235-212, the City of Springdale, Arkansas, is authorized to contract with one (1) or more other political subdivisions in order to provide sanitary sewer service to residents of that political subdivision; and

WHEREAS, in 2006 the City of Springdale entered into agreements with the City of Johnson, Arkansas, allowing water service and sanitary sewer service to be provided in the City of Johnson, Arkansas; and

WHEREAS, the cities of Springdale, Arkansas, and Johnson, Arkansas, have a desire to replace those certain water service and sewer service agreements from 2006 with a new Inter-Municipal Contract for Water Service and an Inter-Municipal Contract for Sanitary Sewer Service with the City of Springdale, Arkansas; and

WHEREAS, the City of Johnson has passed ordinances expressing its desire to enter into an Inter-Municipal Contract for Water Service and an Inter-Municipal Contract for Sanitary Sewer Service with the City of Springdale, Arkansas; and

WHEREAS, the Springdale Water and Sewer Commission has reviewed said proposed inter-municipal water and sewer contracts with the City of Johnson, Arkansas, and is in favor of the City of Springdale, Arkansas, entering into those contracts;

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

Section 1: The City of Springdale, Arkansas, is hereby authorized to provide water service to users in the City of Johnson, Arkansas, pursuant to Ark. Code Ann. § 14-234-108, and pursuant to the proposed Inter-Municipal Contract for Water Service attached hereto.

Section 2: The City of Springdale, Arkansas, is hereby authorized to provide sanitary sewer service to users in the City of Johnson, Arkansas, pursuant to Ark. Code Ann. § 14-235-212, and pursuant to the proposed Inter-Municipal Contract for Sanitary Sewer Service attached hereto.

Section 3: The Inter-Municipal Contract for Water Service and the Inter-Municipal Contract for Sanitary Sewer Service are attached hereto and incorporated herein as set out word for word is hereby approved and the Mayor and City Clerk are authorized to execute said contracts for and on behalf of the City of Springdale, Arkansas.

Section 4: Emergency Clause. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of June, 2016.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

ORDINANCE NO. 2016- 11

AN ORDINANCE APPROVING A CONTRACT WITH SPRINGDALE, TO PROVIDE WATER SERVICE TO CUSTOMERS WITHIN CERTAIN AREAS OF JOHNSON, ARKANSAS, AND GRANTING A FRANCHISE TO THE SPRINGDALE WATER AND SEWER COMMISSION TO PROVIDE WATER SERVICE WITHIN THE CITY OF JOHNSON AND DECLARING AN EMERGENCY TO EXIST

WHEREAS, there has been a contract with the City of Springdale for the Springdale Water and Sewer Commission to provide water service to customers in certain areas of the City of Johnson.

WHEREAS, the most recent contract was for ten (10) years and has by its terms expired.

BE IT ORDAINED BY THE CITY COUNCIL OF JOHNSON, ARKANSAS, that,

Section 1: That the agreement attached hereto which is titled Inter-Municipal Contract for Water Service Between the Cities of Johnson and Springdale, Arkansas bearing the date of May 11, 2016, having been read, studied and considered by the Johnson City Council should be and hereby is approved and ratified; the Mayor and Recorder-Treasurer are directed and authorized to execute same for and in the name of the City.

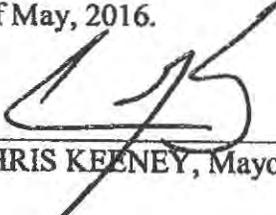
Section 2: Pursuant to the attached agreement there is hereby levied fees/rates for water service, water taps/connections and associated services within that portion of Johnson served by the Springdale Water and Sewer Commission identical to the fees/rates established by the relevant Springdale ordinance for users of their water service outside of the Springdale city limits. However, the gross receipts taxes of the City of Johnson shall apply to all charges for water service within the City of Johnson collected by the Springdale Water and Sewer Commission.

Section 3: There is hereby granted to the Springdale Water and Sewer Commission a license to own, operate, maintain, improve, and place existing and new additional water service facilities on existing and new dedicated street rights-of-way, alleys, utility easements and other public passageways within that portion of the City of Johnson served by the Springdale Water and Sewer Commission. This license shall enable the Commission to lay, relay, install, improve, operate and maintain water lines and appurtenances over, under and across such public rights-of-way, alleys and passageways. This license shall be in full force and effect during the effective period of the agreement attached hereto.

Section 4: A franchise is hereby granted unto the Springdale Water and Sewer Commission, without a franchise fee or franchise tax, to own, improve, maintain, expand and operate a water service (delivery, storage and maintenance thereof) within the City of Johnson corporate limits on properties owned or leased by the Commission and on public rights-of-way, alleys and passageways as herein provided. Said franchise shall be for the effective dates of the agreement attached hereto.

Section 5: Provision for water service for the residents of the City of Johnson helps secure the public peace, health and safety. Therefore, an emergency is hereby declared to exist. This ordinance shall be immediately effective upon its passage and approval.

PASSED AND APPROVED this 10th day of May, 2016.


CHRIS KEENEY, Mayor

ATTEST:


JENNIFER ALLEN, Recorder/Treasurer

INTER-MUNICIPAL CONTRACT FOR WATER SERVICE

BETWEEN

THE CITIES OF JOHNSON AND SPRINGDALE, ARKANSAS

THIS CONTRACT made and entered into this 11th day of May, 2016, by and between the City of Springdale, Arkansas, a municipal corporation, acting through its Water and Sewer Commission, hereinafter called SUPPLIER, and the City of Johnson, Arkansas, a municipal corporation, hereinafter called USER,

WITNESSETH:

WHEREAS, the SUPPLIER now owns and operates a public water system located in Johnson, Arkansas; and,

WHEREAS, the USER and SUPPLIER have entered into previous agreements whereby the SUPPLIER furnished water service to customers in the City of Johnson on an individual basis; and,

WHEREAS, it is to their mutual advantage that the USER and SUPPLIER enter into an agreement to establish provisions for the ownership, operation, and maintenance of a public water system sufficient to meet public health standards and fire protection needs of residents and commercial establishments in the City of Johnson; and,

WHEREAS, it is to the parties' mutual benefit that a procedure be established and from time to time modified in order to expand and upgrade the SUPPLIER'S water distribution system in the City of Johnson;

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, THE SUPPLIER AND THE USER HERETO MUTUALLY AGREE AS FOLLOWS;

(1) COOPERATION: The SUPPLIER and USER shall cooperate and communicate in all the dealings through the Springdale Water Commission and the Johnson City Council.

(2) OWNERSHIP: It is agreed by the parties that the SUPPLIER shall continue to own, operate, maintain and from time to time expand the water distribution system located within the corporate limits of the City of Johnson, Arkansas.

(3) EASEMENTS: The USER hereby grants to the SUPPLIER the right to place water lines on dedicated public streets, alleys, utility easements and other passageways. The SUPPLIER shall not lay a water line or lines across private property unless the USER and/or the owners of such private property shall furnish to the SUPPLIER an executed easement by the owners of such property giving and granting to the SUPPLIER the right to lay such water lines across such private property, and such easements shall be on forms as prescribed by the SUPPLIER. The parties specifically agree that should eminent domain proceedings be required to secure any easement or fee title that such action shall be maintained in the name of the City of Johnson by the SUPPLIER'S attorney. The USER further agrees it will not unreasonably impair, hinder or delay the obtaining of such easements, or the construction of said required improvements, but will offer full support in all ways necessary to accomplish such improvements. All costs and expenses including legal fees in the procuring of such easements or fee title shall be borne by SUPPLIER.

(4) AUTHORITY TO FRANCHISE: The USER agrees it will on or before the effective date of this agreement cause to be adopted by vote of its City Council an ordinance granting to the SUPPLIER a franchise, without charge or franchise tax, to own, maintain, and operate a water distribution system within the USER'S corporate limits, and that it will cause to be passed by vote of its City Council an ordinance granting to the SUPPLIER, without charge or costs, easements and right-of-ways to lay, relay, install, maintain and operate water transmission lines over, under, and across public streets, alleys, and passageways.

(5) FIRE HYDRANTS: The SUPPLIER agrees to maintain as part of its distribution system, fire hydrants connected to the distribution lines for fire protection to the USER and its resident citizens. The SUPPLIER agrees to furnish to USER un-metered water service at each such hydrant for fire protection. The USER agrees that it shall be obligated and will pay the SUPPLIER ten (\$10) dollars per annum per hydrant to defray the cost of un-metered water used for fire protection.

(6) WATER RATES: The SUPPLIER shall supply potable water through its lines and shall charge water patrons located within USER'S city limits according to the schedule of rates for customers located outside the corporate city limits of Springdale, Arkansas as established in the latest city ordinance prescribing water rates. It is specifically understood and agreed by and between the parties hereto that, should the SUPPLIER experience a general rate increase within the corporate limits of the City of Springdale, the rates as provided above shall automatically increase in direct proportion to the percentage increase within the City of Springdale.

(7) ORDINANCES AND REGULATIONS: The USER agrees to adopt such resolutions, ordinances, rules and regulations as will allow the SUPPLIER to maintain and operate the distribution system in accordance with the rules, regulations, or specifications of the Arkansas Department of Health and Human Services, the U.S. Environmental

Protection Agency, and the SUPPLIER. Non-compliance with said rules, regulations or specifications may result in discontinuance of service. The USER further agrees to adopt the necessary ordinances to provide the SUPPLIER with legal authority for enforcement of all state and federal regulations. The rules, procedures, regulations and laws concerning the construction, operation, maintenance and service of said system shall be applied to Johnson, Arkansas and Springdale, Arkansas in the same and consistent manner.

(8) TERM OF CONTRACT: The SUPPLIER will, for a period of twenty (20) years from the date of this agreement, operate and maintain the system as set out above, and shall provide water service to customers located within the service boundary set forth herein.

(9) WATER SERVICE CONNECTIONS: The SUPPLIER and USER agree that the charges and requirements for water service connections shall be the same as for like service made in the City of Springdale at the time the water service connections or taps are made. The SUPPLIER shall not unreasonably withhold service to any potential customer located within the defined service boundary established herein. Taps or connections to any and all water lines shall be made only by the SUPPLIER. Approval of such taps or connections by the USER shall constitute the SUPPLIER'S authorization to make street cuts and openings where necessary. SUPPLIER agrees to reconstruct and repair street cuts required in street crossings, street taps and/or repairs with materials equal to or better than the material and street condition prior to such street cut.

(10) WATER LINE EXTENSIONS: Extensions made within the defined service boundary of the USER shall be made on the same basis which they are made for the City of Springdale, based on the economic feasibility of such extension, and shall be made at the sole discretion of the SUPPLIER provided that in no event shall an extension be made without the approval of the Johnson City Council. The SUPPLIER and the USER specifically agree that no extensions shall be made or fire hydrants installed within a residential subdivision or housing development (private) except at the expense of the developer or owner.

(11) SERVICE BOUNDARY: Water service shall be limited to customers located within the corporate limits of the City of Johnson as delineated on the attached service boundary map. Said map is attached hereto as Exhibit "A" and incorporated herein by this reference.

(12) MAINTENANCE OF FACILITIES: The SUPPLIER shall use reasonable diligence to provide and maintain uninterrupted service; but in case of cessation, deficiency, variation in pressure or any other failure of the service, resulting from Acts of God, public enemies, accidents, strikes, riots, wars, repairs, orders of a Court of competent jurisdiction, or other acts reasonably beyond the control of the SUPPLIER, the SUPPLIER shall not be held responsible for any damages, either directly or indirectly, resulting from

such interruption or failure. If scheduled interruptions in service to the USER are necessary due to system repair, extension or rehabilitation, USER shall be notified of such outage prior to start of work. Notification shall be given by either one or all of the following media: Press, radio, letter, telephone or personal contact. Emergency repairs, resulting in temporary interruption of service to subscribers, can be made without notification to expedite necessary repairs and restoration of service.

(13) DISCONTINUANCE OF WATER: The SUPPLIER reserves the right to discontinue the supply of water to individual residential or commercial customers without notice for any of the following reasons:

- (a) Fraudulent representation as to the condition of plumbing system as it relates to the protection and safety of the SUPPLIER'S water supply;
- (b) For improperly connected appliances and fixtures resulting in hazardous or defective conditions;
- (c) For emergencies where damage to property, equipment or life is possible or likely to occur;
- (d) By order of the Arkansas Department of Health;
- (e) If rules and regulations of the Arkansas Department of Health, the SUPPLIER, or the U.S. Environmental Protection Agency relating to the safety and protections of the public water supply are being abused or violated; and/or;
- (f) If ordinances of the City of Johnson relating to the safety and protections of public water system are being abused or violated, and the SUPPLIER is officially notified.

(14) BILLING AND PAYMENTS: The SUPPLIER shall read meters and shall issue billing and collection of payments in accordance with ordinances of the City of Springdale and the rules and regulations of the Springdale Water and Sewer Commission now or hereafter adopted, and if any customer fails or refuses to pay said billing, the SUPPLIER shall disconnect water service to such customer in accordance with said ordinances, rules and regulations.

(15) WATER CONSERVATION: The USER covenants and agrees that it will adopt an ordinance identical to that adopted by the City of Springdale, thereby setting in place mandatory conservation measures that may become necessary due to an emergency resulting from limited supply of raw water, failure of transportation system, pumping equipment, plant equipment, electrical facilities, or from any other source beyond the control of SUPPLIER.

(16) COMPLIANCE: The USER and all water customers shall comply with, at all times, the ordinances, rules and regulations of the City of Springdale and of the Springdale Water and Sewer Commission governing water operations and usage which may now exist or may hereinafter be promulgated. Any disagreements, questions,

requests, additions to systems, modifications of system, connections or otherwise shall be handled through the Johnson City Council, or an authorized representative, dealing directly with the Springdale Water and Sewer Commission, or an authorized representative. Failure or refusal of any customer to comply with such ordinances, rules or regulations will subject the customer to immediate discontinuance of water service, and the SUPPLIER or USER shall in no way be liable for any damages or expenses which may or may not result from such discontinuance.

(17) PLUMBING: Each customer shall install all plumbing in accordance with the ordinances, rules and regulations of the City of Springdale in effect at the time such plumbing is installed. All plumbing shall be inspected by a plumbing inspector licensed by the State of Arkansas.

(18) TAXES PROHIBITED: The USER will not during the period of this contract or any renewal thereof, levy any franchise tax, occupation tax or any other tax of any form whatsoever, by whatever name it may be called, upon the SUPPLIER, the water system or the operations called for by this contract. Nothing contained herein shall preclude the collection of any gross receipts tax enacted in accordance with state law and not otherwise made exempt by state law.

(19) RENEWAL: The USER shall have the option to renew this contract upon terms and conditions as may be negotiated by the SUPPLIER and USER by giving not less than six (6) months of notice in advance of the termination date of this contract.

(20) NOTICES: The written notices provided for herein shall be sufficient if sent by certified mail, return receipt requested, postage prepaid, to the respective parties at the addresses below:

Springdale Water and Sewer Commission
526 Oak Ave.
Springdale, AR 72764

City of Johnson
PO Box 563
Johnson, AR 72741

(21) SEVERABILITY: If any phrase, clause, sentence or paragraph of this contract shall be declared invalid by the judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining sentences, paragraphs or clauses of this contract.

(22) EFFECTIVE DATE: This contract shall become effective and enforceable on the date of this agreement and shall have the effect of terminating all prior contractual agreements on this subject between these parties.

IN WITNESS WHEREOF, the SUPPLIER and the USER 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**

**CITY OF SPRINGDALE,
ARKANSAS**

Chris G. Weiser, Chairman

Doug Sprouse, Mayor

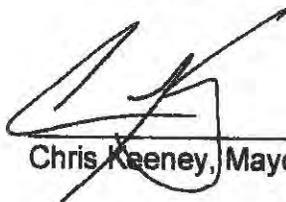
ATTEST:

ATTEST:

Paul E. Lawrence, Secretary

Denise Pearce, City Clerk

CITY OF JOHNSON, ARKANSAS



Chris Keeney, Mayor

ATTEST:



Jennifer Allen, City Recorder

INTER-MUNICIPAL CONTRACT FOR WATER SERVICE

BETWEEN

THE CITIES OF JOHNSON AND SPRINGDALE, ARKANSAS

THIS CONTRACT made and entered into this 11th day of May, 2016, by and between the City of Springdale, Arkansas, a municipal corporation, acting through its Water and Sewer Commission, hereinafter called SUPPLIER, and the City of Johnson, Arkansas, a municipal corporation, hereinafter called USER,

WITNESSETH:

WHEREAS, the SUPPLIER now owns and operates a public water system located in Johnson, Arkansas; and,

WHEREAS, the USER and SUPPLIER have entered into previous agreements whereby the SUPPLIER furnished water service to customers in the City of Johnson on an individual basis; and,

WHEREAS, it is to their mutual advantage that the USER and SUPPLIER enter into an agreement to establish provisions for the ownership, operation, and maintenance of a public water system sufficient to meet public health standards and fire protection needs of residents and commercial establishments in the City of Johnson; and,

WHEREAS, it is to the parties' mutual benefit that a procedure be established and from time to time modified in order to expand and upgrade the SUPPLIER'S water distribution system in the City of Johnson;

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, THE SUPPLIER AND THE USER HERETO MUTUALLY AGREE AS FOLLOWS;

(1) COOPERATION: The SUPPLIER and USER shall cooperate and communicate in all the dealings through the Springdale Water Commission and the Johnson City Council.

(2) OWNERSHIP: It is agreed by the parties that the SUPPLIER shall continue to own, operate, maintain and from time to time expand the water distribution system located within the corporate limits of the City of Johnson, Arkansas.

(3) EASEMENTS: The USER hereby grants to the SUPPLIER the right to place water lines on dedicated public streets, alleys, utility easements and other passageways. The SUPPLIER shall not lay a water line or lines across private property unless the USER and/or the owners of such private property shall furnish to the SUPPLIER an executed easement by the owners of such property giving and granting to the SUPPLIER the right to lay such water lines across such private property, and such easements shall be on forms as prescribed by the SUPPLIER. The parties specifically agree that should eminent domain proceedings be required to secure any easement or fee title that such action shall be maintained in the name of the City of Johnson by the SUPPLIER'S attorney. The USER further agrees it will not unreasonably impair, hinder or delay the obtaining of such easements, or the construction of said required improvements, but will offer full support in all ways necessary to accomplish such improvements. All costs and expenses including legal fees in the procuring of such easements or fee title shall be borne by SUPPLIER.

(4) AUTHORITY TO FRANCHISE: The USER agrees it will on or before the effective date of this agreement cause to be adopted by vote of its City Council an ordinance granting to the SUPPLIER a franchise, without charge or franchise tax, to own, maintain, and operate a water distribution system within the USER'S corporate limits, and that it will cause to be passed by vote of its City Council an ordinance granting to the SUPPLIER, without charge or costs, easements and right-of-ways to lay, relay, install, maintain and operate water transmission lines over, under, and across public streets, alleys, and passageways.

(5) FIRE HYDRANTS: The SUPPLIER agrees to maintain as part of its distribution system, fire hydrants connected to the distribution lines for fire protection to the USER and its resident citizens. The SUPPLIER agrees to furnish to USER un-metered water service at each such hydrant for fire protection. The USER agrees that it shall be obligated and will pay the SUPPLIER ten (\$10) dollars per annum per hydrant to defray the cost of un-metered water used for fire protection.

(6) WATER RATES: The SUPPLIER shall supply potable water through its lines and shall charge water patrons located within USER'S city limits according to the schedule of rates for customers located outside the corporate city limits of Springdale, Arkansas as established in the latest city ordinance prescribing water rates. It is specifically understood and agreed by and between the parties hereto that, should the SUPPLIER experience a general rate increase within the corporate limits of the City of Springdale, the rates as provided above shall automatically increase in direct proportion to the percentage increase within the City of Springdale.

(7) ORDINANCES AND REGULATIONS: The USER agrees to adopt such resolutions, ordinances, rules and regulations as will allow the SUPPLIER to maintain and operate the distribution system in accordance with the rules, regulations, or specifications of the Arkansas Department of Health and Human Services, the U.S. Environmental

Protection Agency, and the SUPPLIER. Non-compliance with said rules, regulations or specifications may result in discontinuance of service. The USER further agrees to adopt the necessary ordinances to provide the SUPPLIER with legal authority for enforcement of all state and federal regulations. The rules, procedures, regulations and laws concerning the construction, operation, maintenance and service of said system shall be applied to Johnson, Arkansas and Springdale, Arkansas in the same and consistent manner.

(8) TERM OF CONTRACT: The SUPPLIER will, for a period of twenty (20) years from the date of this agreement, operate and maintain the system as set out above, and shall provide water service to customers located within the service boundary set forth herein.

(9) WATER SERVICE CONNECTIONS: The SUPPLIER and USER agree that the charges and requirements for water service connections shall be the same as for like service made in the City of Springdale at the time the water service connections or taps are made. The SUPPLIER shall not unreasonably withhold service to any potential customer located within the defined service boundary established herein. Taps or connections to any and all water lines shall be made only by the SUPPLIER. Approval of such taps or connections by the USER shall constitute the SUPPLIER'S authorization to make street cuts and openings where necessary. SUPPLIER agrees to reconstruct and repair street cuts required in street crossings, street taps and/or repairs with materials equal to or better than the material and street condition prior to such street cut.

(10) WATER LINE EXTENSIONS: Extensions made within the defined service boundary of the USER shall be made on the same basis which they are made for the City of Springdale, based on the economic feasibility of such extension, and shall be made at the sole discretion of the SUPPLIER provided that in no event shall an extension be made without the approval of the Johnson City Council. The SUPPLIER and the USER specifically agree that no extensions shall be made or fire hydrants installed within a residential subdivision or housing development (private) except at the expense of the developer or owner.

(11) SERVICE BOUNDARY: Water service shall be limited to customers located within the corporate limits of the City of Johnson as delineated on the attached service boundary map. Said map is attached hereto as Exhibit "A" and incorporated herein by this reference.

(12) MAINTENANCE OF FACILITIES: The SUPPLIER shall use reasonable diligence to provide and maintain uninterrupted service; but in case of cessation, deficiency, variation in pressure or any other failure of the service, resulting from Acts of God, public enemies, accidents, strikes, riots, wars, repairs, orders of a Court of competent jurisdiction, or other acts reasonably beyond the control of the SUPPLIER, the SUPPLIER shall not be held responsible for any damages, either directly or indirectly, resulting from

such interruption or failure. If scheduled interruptions in service to the USER are necessary due to system repair, extension or rehabilitation, USER shall be notified of such outage prior to start of work. Notification shall be given by either one or all of the following media: Press, radio, letter, telephone or personal contact. Emergency repairs, resulting in temporary interruption of service to subscribers, can be made without notification to expedite necessary repairs and restoration of service.

(13) DISCONTINUANCE OF WATER: The SUPPLIER reserves the right to discontinue the supply of water to individual residential or commercial customers without notice for any of the following reasons:

- (a) Fraudulent representation as to the condition of plumbing system as it relates to the protection and safety of the SUPPLIER'S water supply;
- (b) For improperly connected appliances and fixtures resulting in hazardous or defective conditions;
- (c) For emergencies where damage to property, equipment or life is possible or likely to occur;
- (d) By order of the Arkansas Department of Health;
- (e) If rules and regulations of the Arkansas Department of Health, the SUPPLIER, or the U.S. Environmental Protection Agency relating to the safety and protections of the public water supply are being abused or violated; and/or;
- (f) If ordinances of the City of Johnson relating to the safety and protections of public water system are being abused or violated, and the SUPPLIER is officially notified.

(14) BILLING AND PAYMENTS: The SUPPLIER shall read meters and shall issue billing and collection of payments in accordance with ordinances of the City of Springdale and the rules and regulations of the Springdale Water and Sewer Commission now or hereafter adopted, and if any customer fails or refuses to pay said billing, the SUPPLIER shall disconnect water service to such customer in accordance with said ordinances, rules and regulations.

(15) WATER CONSERVATION: The USER covenants and agrees that it will adopt an ordinance identical to that adopted by the City of Springdale, thereby setting in place mandatory conservation measures that may become necessary due to an emergency resulting from limited supply of raw water, failure of transportation system, pumping equipment, plant equipment, electrical facilities, or from any other source beyond the control of SUPPLIER.

(16) COMPLIANCE: The USER and all water customers shall comply with, at all times, the ordinances, rules and regulations of the City of Springdale and of the Springdale Water and Sewer Commission governing water operations and usage which may now exist or may hereinafter be promulgated. Any disagreements, questions,

requests, additions to systems, modifications of system, connections or otherwise shall be handled through the Johnson City Council, or an authorized representative, dealing directly with the Springdale Water and Sewer Commission, or an authorized representative. Failure or refusal of any customer to comply with such ordinances, rules or regulations will subject the customer to immediate discontinuance of water service, and the SUPPLIER or USER shall in no way be liable for any damages or expenses which may or may not result from such discontinuance.

(17) PLUMBING: Each customer shall install all plumbing in accordance with the ordinances, rules and regulations of the City of Springdale in effect at the time such plumbing is installed. All plumbing shall be inspected by a plumbing inspector licensed by the State of Arkansas.

(18) TAXES PROHIBITED: The USER will not during the period of this contract or any renewal thereof, levy any franchise tax, occupation tax or any other tax of any form whatsoever, by whatever name it may be called, upon the SUPPLIER, the water system or the operations called for by this contract. Nothing contained herein shall preclude the collection of any gross receipts tax enacted in accordance with state law and not otherwise made exempt by state law.

(19) RENEWAL: The USER shall have the option to renew this contract upon terms and conditions as may be negotiated by the SUPPLIER and USER by giving not less than six (6) months of notice in advance of the termination date of this contract.

(20) NOTICES: The written notices provided for herein shall be sufficient if sent by certified mail, return receipt requested, postage prepaid, to the respective parties at the addresses below:

Springdale Water and Sewer Commission
526 Oak Ave.
Springdale, AR 72764

City of Johnson
PO Box 563
Johnson, AR 72741

(21) SEVERABILITY: If any phrase, clause, sentence or paragraph of this contract shall be declared invalid by the judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining sentences, paragraphs or clauses of this contract.

(22) EFFECTIVE DATE: This contract shall become effective and enforceable on the date of this agreement and shall have the effect of terminating all prior contractual agreements on this subject between these parties.

IN WITNESS WHEREOF, the SUPPLIER and the USER 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**

**CITY OF SPRINGDALE,
ARKANSAS**

Chris G. Weiser, Chairman

Doug Sprouse, Mayor

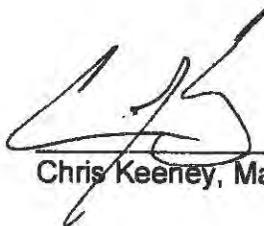
ATTEST:

ATTEST:

Paul E. Lawrence, Secretary

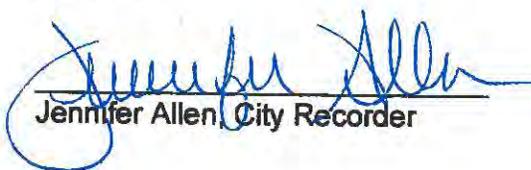
Denise Pearce, City Clerk

CITY OF JOHNSON, ARKANSAS



Chris Keeney, Mayor

ATTEST:



Jennifer Allen, City Recorder

ORDINANCE NO. 2016-12

AN ORDINANCE APPROVING A CONTRACT WITH THE CITY OF SPRINGDALE, ARKANSAS, TO PROVIDE SEWER SERVICE TO CUSTOMERS WITHIN CERTAIN AREAS OF JOHNSON, ARKANSAS, AND GRANTING A FRANCHISE TO THE SPRINGDALE WATER AND SEWER COMMISSION TO PROVIDE SANITARY SEWER SERVICES WITHIN THE CITY OF JOHNSON AND DECLARING AN EMERGENCY TO EXIST

WHEREAS, there has been a contract with the City of Springdale for the Springdale Water and Sewer Commission to provide sewer service to customers in certain areas of the City of Johnson.

WHEREAS, the most recent contract was for ten (10) years and has by its terms expired.

BE IT ORDAINED BY THE CITY COUNCIL OF JOHNSON, ARKANSAS, that,

Section 1: That the agreement attached hereto which is titled Inter-Municipal Contract for Sanitary Sewer Service Between the Cities of Johnson and Springdale, Arkansas bearing the date of May 11, 2016, having been read, studied and considered by the Johnson City Council should be and hereby is approved and ratified; the Mayor and Recorder-Treasurer are directed and authorized to execute same for and in the name of the City.

Section 2: Pursuant to the attached agreement there is hereby levied fees/rates for sanitary sewer service, sewer taps and associated services within that portion of Johnson served by the Springdale Water and Sewer Commission identical to the fees/rates established by the relevant Springdale ordinance for users of their sewer system outside of the Springdale city limits.

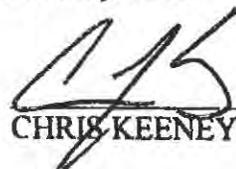
Section 3: There is hereby granted to the Springdale Water and Sewer Commission a license to own, operate, maintain, improve, and place existing and new additional sewer facilities on existing and new dedicated street rights-of-way, alleys, utility easements and other public

passageways within that portion of the City of Johnson served by the Springdale Water and Sewer Commission. This license shall enable the Commission to lay, relay, install, improve, operate and maintain sanitary sewer lines and appurtenances over, under and across such public rights-of-way, alleys and passageways. This license shall be in full force and effect during the effective period of the agreement attached hereto.

Section 4: A franchise is hereby granted unto the Springdale Water and Sewer Commission, without a franchise fee or franchise tax, to own, improve, maintain, expand and operate a sanitary sewer collection, storage and pumping system within the City of Johnson corporate limits on properties owned or leased by the Commission and on public rights-of-way, alleys and passageways as herein provided. Said franchise shall be for the effective dates of the agreement attached hereto.

Section 5: Provision for sanitary sewer service for the residents of the City of Johnson helps secure the public peace, health and safety. Therefore, an emergency is hereby declared to exist. This ordinance shall be immediately effective upon its passage and approval.

PASSED AND APPROVED this 10th day of May, 2016.


CHRIS KEENEY, Mayor

ATTEST:


JENNIFER ALLEN, Recorder/Treasurer

INTER-MUNICIPAL CONTRACT FOR SANITARY SEWER SERVICE

BETWEEN THE

CITIES OF JOHNSON AND SPRINGDALE, ARKANSAS

THIS CONTRACT made and entered into this 11th day of May, 2016, by and between the City of Springdale, Arkansas, a municipal corporation, acting through its Water and Sewer Commission, hereinafter called SUPPLIER, and the City of Johnson, Arkansas, a municipal corporation, hereinafter called USER,

WITNESSETH:

WHEREAS, the SUPPLIER now owns and operates a public sewerage system consisting of gravity lines, sewage lift stations, and force mains located within the corporate limits of the City of Johnson, Arkansas; and,

WHEREAS, the SUPPLIER owns and operates a wastewater treatment facility with sufficient capacity to treat current and foreseeable sewage flows generated in its corporate city limits as well as future sewage flows from the City of Johnson, Arkansas; and,

WHEREAS, the USER and SUPPLIER have entered into previous agreements whereby the SUPPLIER furnished sanitary sewer service to customers located in the City of Johnson on an individual basis; and,

WHEREAS, it is to their mutual advantage that the USER and SUPPLIER enter into an agreement for the SUPPLIER to own, operate, and maintain a public sewerage system within certain areas of the City of Johnson, thereby protecting public health and maintaining the quality of life desired by the USER;

WHEREAS, it is to the parties' mutual benefit that a procedure be established for future expansion and improvements to the SUPPLIER'S sanitary sewer system in the City of Johnson;

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, THE SUPPLIER AND THE USER HERETO MUTUALLY AGREE AS FOLLOWS:

(1) COOPERATION: The SUPPLIER and USER shall cooperate and communicate in all dealings through the Springdale Water and Sewer Commission and the Johnson City Council. Any disagreements, questions, requests, additions to the sewer system, modifications of the sewer system, connections or otherwise shall be handled through the

Johnson City Council, or its authorized representative, dealing directly with the Springdale Water and Sewer Commission, or its authorized representative. The Representative of the Johnson City Council shall have only such authority as is expressly granted by majority vote of the Johnson City Council.

(2) OWNERSHIP: It is agreed by the parties that the SUPPLIER shall continue to own, operate, maintain, and from time to time expand its sanitary sewer system located within the service boundary established in the corporate limits of the City of Johnson, Arkansas.

(3) CONSISTENT APPLICATION: The rules, procedures, regulations and laws concerning the construction, operation and maintenance of said sanitary sewer system shall be applied to Johnson, Arkansas and Springdale, Arkansas in the same and consistent manner. The SUPPLIER shall act in good faith and shall not unreasonably withhold service, if economically feasible, to any potential customer located within the service boundary set forth hereinafter.

(4) SERVICE BOUNDARY: Sanitary sewer service shall be limited to customers located within the corporate limits of the City of Johnson as delineated on the attached service boundary map attached hereto as Exhibit "A" and made a part hereof as though included herein. It is recognized and agreed by the parties hereto that certain areas within the City of Johnson are currently being provided sanitary sewer service by the City of Fayetteville, Arkansas. This contract does not amend or modify areas currently being served by the City of Fayetteville. The parties agree that if in the future by written agreement the City of Fayetteville and SUPPLIER change the boundary line between them, this agreement shall be considered amended as of the execution of Fayetteville/Springdale agreement to incorporate that new boundary line without any further action by the parties hereto.

(5) AUTHORITY TO FRANCHISE: The USER agrees that it will, on or before the effective date of this agreement, cause to be adopted by vote of City Council, an Ordinance granting to the SUPPLIER a franchise, without charge or franchise tax, to own, maintain and operate a sanitary sewer collection, storage and pumping system within the USER'S corporate limits, and within the territory assigned to SUPPLIER per the memorandum of understanding between the cities of Fayetteville and Springdale, as amended by the parties from time to time. USER further agrees that it will cause to be passed by vote of its City Council, an Ordinance granting to the SUPPLIER, without charge or cost, easements and rights-of-way to lay, relay, install, maintain, and operate sanitary sewer lines and appurtenances, over, under, and across public streets, alleys, and passageways.

(6) TERM OF CONTRACT: The SUPPLIER and USER hereby agree that the term of this contract shall be for a period of twenty (20) years from the date of this agreement and shall automatically terminate at such time.

(7) EFFECTIVE DATE: This contract shall become effective and enforceable on the date of this agreement and shall have the effect of terminating all prior contractual agreements on this subject between the parties.

(8) CONTRACT RENEWAL: Either party shall have the option to renew this contract upon terms and conditions as may be negotiated by the SUPPLIER and USER by giving not less than six (6) months notice in advance of the termination date of this contract.

(9) SEWER RATES: The SUPPLIER shall supply sanitary sewer service through its collection system and shall charge sewer customer located within USER'S city limits according to the schedule of rates for customers located outside the corporate city limits of Springdale, Arkansas as established in the latest Springdale Ordinance prescribing sewer rates. It is specifically understood and agreed by and between the parties hereto, that, should the SUPPLIER experience a general rate increase within the corporate limits of the City of Springdale, the rates established above shall automatically increase in direct portion to the percentage increase within the City of Springdale. SUPPLIER shall provide notice to USER of any rate increase. As soon as legally possible, the Johnson City Council shall pass an Ordinance to mirror any increase or decrease of sewer rates contained in any ordinance adopted by Springdale City Council. The failure by the Johnson City Council to pass such an ordinance shall be a breach of this agreement for which SUPPLIER may seek all remedies available at law or equity, including, without limitation, the right to seek mandamus, mandatory injunction, specific performance, damages, or termination of this agreement.

(10) BILLING AND PAYMENTS: The SUPPLIER shall issue billing and collection of all bills in accordance with ordinances of the City of Springdale and the rules and regulations of the Springdale Water and Sewer Commission which may be currently in effect or hereafter adopted, and if any customer fails or refuses to pay said billing, the SUPPLIER shall discontinue sewer service to such customer in accordance with said ordinances, rules and regulations.

(11) LIABILITY: It is stipulated that the furnishing of sanitary sewer service is a governmental function and that the SUPPLIER does not agree to furnish any specific amount of sewer service. Sewer service shall be provided only to customers who enter into separate service contracts with the SUPPLIER, but the right to contract, and the type of

service to be rendered, shall always be subject to such rules, regulations, and policies of the Springdale Water and Sewer Commission as may be in effect from time to time. The SUPPLIER'S liability for damages from sewer stoppages and/or overflows shall be limited to the same as if such stoppage or overflow occurred within the City of Springdale. SUPPLIER shall not be responsible for acts of God, acts of war, insurrections or rebellions, acts of a public enemy, acts of any unauthorized person, firms or corporation, or acts of the USER. Nothing contained herein shall abrogate the tort immunity available by law to either city.

(12) SEWER SERVICE CONNECTIONS: All water customers of the SUPPLIER located within the defined service boundary shall be required by the USER to connect to the sewer system in accordance with the rules and regulations as set out by the City of Johnson, the City of Springdale, and the Arkansas Department of Health. The charges and requirements for sewer service connections shall be the same as for like service in the City of Springdale at the time the sewer service connections are made. Taps or connections to any and all sewer lines shall be made only by the SUPPLIER and only for sewer patrons obtaining their water service from the SUPPLIER. Approval of such taps or connections by the USER shall constitute the SUPPLIER'S authorization to make street cuts and openings where necessary. SUPPLIER agrees to repair street cuts required in street crossings, street taps and/or repairs with materials equal to or better than the materials and street condition prior to such street cut.

(13) PLUMBING: Each customer shall install all plumbing in accordance with the ordinance, rules, and regulations of the City of Springdale in effect at the time such plumbing is installed. All plumbing shall be inspected by a plumbing inspector licensed by the State of Arkansas.

(14) SEWER LINE EXTENSIONS: Sewer extensions shall be made on the same basis which they are made for the City of Springdale, based on economic feasibility of such extensions, and shall be made at the sole discretion of the SUPPLIER, provided that in no event shall any extension or connection be made without the approval of USER. The SUPPLIER and the USER specifically agree that no extensions shall be made or installed within a residential subdivision or private housing development except at the expense of the developer or owner.

(15) EASEMENTS: The USER hereby grants to the SUPPLIER the right to own, operate and place additional sewer facilities on dedicated public streets, alleys, utility easements and other passageways. In order to facilitate required improvements, the USER agrees to cooperate with SUPPLIER and assist in obtaining authority to cross private property with sewer lines. The form of such easements, together with the provisions contained therein,

shall be the same used by the Springdale Water and Sewer Commission at the time such easements are granted and such easements and fee titles where necessary shall show the Springdale Water and Sewer Commission as the Grantee thereon. USER agrees to allow its name to be added to any eminent domain actions pursued by SUPPLIER regarding property within the corporate limits of USER if SUPPLIER'S legal counsel deems it necessary. The USER further agrees it will not unreasonably impair, hinder or delay the obtaining of such easements, or the construction of said required improvements, but will offer full support in all ways necessary to accomplish such improvements. All costs and expenses including legal fees in the procuring of such easements or fee title shall be borne by SUPPLIER.

(16) MAINTENANCE OF FACILITIES: The SUPPLIER shall maintain and service all current sewer facilities including the sewage lift stations and the proposed improvements, and for those which may be constructed into the system in the future. The SUPPLIER shall use reasonable diligence to provide and maintain uninterrupted service; but in case of cessation, deficiency, variation in pressure or any other failure of the service, resulting from Acts of God, public enemies, accidents, strikes, riots, wars, repairs, orders of a Court of competent jurisdiction, or other acts reasonably beyond the control of the SUPPLIER, the SUPPLIER shall not be held responsible for any damages, either directly or indirectly, resulting from such interruption or failure. If scheduled interruptions in service to the USER are necessary due to system repair, extension or rehabilitation, USER shall be notified of such outage prior to start of work. SUPPLIER shall notify its customers in the city of Johnson on the same basis it notifies its customers within the City of Springdale concerning interruptions. Notification shall be given by either one or all of the following media: Press, radio, letter, telephone or personal contact. Emergency repairs, resulting in temporary interruption of service to customers, can be made without notification to expedite necessary repairs and restoration of service.

(17) ORDINANCES AND REGULATIONS: The USER agrees to adopt such resolutions, ordinances, rules and regulations as will allow the SUPPLIER to construct, maintain and operate the sewage system in accordance with the rules, regulations, and specifications of the Arkansas Department of Health, the U.S. Environmental Protection Agency, the Arkansas Department of Environmental Quality, and the SUPPLIER. Non-compliance with the said rules, regulations, or specifications may result in the discontinuance of service. The USER also agrees to adopt the necessary ordinances to provide the SUPPLIER with the necessary authority to implement any enforcement action of state and federal law, including regulations.

(18) COMPLIANCE: The USER and all sewer customers shall comply with, at all times, the health ordinances, rules and regulations of the City of Springdale, the Springdale Water and Sewer Commission, the U.S. Environmental Protection Agency, the Arkansas

Department of Health and Human Services, and the Arkansas Department of Environmental Quality governing sewer 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 and the SUPPLIER shall in no way be liable for any damages or expenses which may result from such discontinuance.

(19) TAXES PROHIBITED: The USER will not during the period of this contract or any renewal thereof, levy any franchise tax, occupation tax or any other tax of any form whatsoever, by whatever name it may be called, upon the SUPPLIER, the sewer system or the operations called for by this contract. Nothing contained herein shall preclude the collection of any gross receipts tax (i.e. state, county or local sales tax) enacted in accordance with state law and not otherwise made exempt by state law.

(20) NOTICES: Any written notices provided for herein shall be sufficient if sent by certified mail, return receipt requested, postage prepaid, to the respective parties at the address below:

Springdale Water and Sewer Commission
526 Oak Ave.
Springdale, AR 72764

City of Johnson
PO Box 563
Johnson, AR 72741

(21) COMPLETE AGREEMENT: It is agreed that neither party hereto is relying upon any oral or written information made by the other prior to the signing of this contract unless expressly provided herein, and that this contract constitutes the entire agreement between the parties and same shall not be hereafter amended or modified unless reduced to writing and signed by the parties hereto. It is further agreed that all earlier contracts for sanitary sewer service are hereby rescinded.

(22) SEVERABILITY: If any phrase, clause, sentence or paragraph of this contract shall be declared invalid by the judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining sentences, paragraphs or clauses of this contract.

IN WITNESS WHEREOF, the SUPPLIER and the USER 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**

CITY OF SPRINGDALE, ARKANSAS

Chris G. Weiser, Chairman

Doug Sprouse, Mayor

ATTEST:

ATTEST:

Paul E. Lawrence, Secretary

Denise Pearce, City Clerk

CITY OF JOHNSON, ARKANSAS

Chris Keeney, Mayor

ATTEST:



Jennifer Allen, Recorder/Treasurer

INTER-MUNICIPAL CONTRACT FOR SANITARY SEWER SERVICE

BETWEEN THE

CITIES OF JOHNSON AND SPRINGDALE, ARKANSAS

THIS CONTRACT made and entered into this 11th day of May, 2016, by and between the City of Springdale, Arkansas, a municipal corporation, acting through its Water and Sewer Commission, hereinafter called SUPPLIER, and the City of Johnson, Arkansas, a municipal corporation, hereinafter called USER,

WITNESSETH:

WHEREAS, the SUPPLIER now owns and operates a public sewerage system consisting of gravity lines, sewage lift stations, and force mains located within the corporate limits of the City of Johnson, Arkansas; and,

WHEREAS, the SUPPLIER owns and operates a wastewater treatment facility with sufficient capacity to treat current and foreseeable sewage flows generated in its corporate city limits as well as future sewage flows from the City of Johnson, Arkansas; and,

WHEREAS, the USER and SUPPLIER have entered into previous agreements whereby the SUPPLIER furnished sanitary sewer service to customers located in the City of Johnson on an individual basis; and,

WHEREAS, it is to their mutual advantage that the USER and SUPPLIER enter into an agreement for the SUPPLIER to own, operate, and maintain a public sewerage system within certain areas of the City of Johnson, thereby protecting public health and maintaining the quality of life desired by the USER;

WHEREAS, it is to the parties' mutual benefit that a procedure be established for future expansion and improvements to the SUPPLIER'S sanitary sewer system in the City of Johnson;

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, THE SUPPLIER AND THE USER HERETO MUTUALLY AGREE AS FOLLOWS:

(1) COOPERATION: The SUPPLIER and USER shall cooperate and communicate in all dealings through the Springdale Water and Sewer Commission and the Johnson City Council. Any disagreements, questions, requests, additions to the sewer system, modifications of the sewer system, connections or otherwise shall be handled through the

Johnson City Council, or its authorized representative, dealing directly with the Springdale Water and Sewer Commission, or its authorized representative. The Representative of the Johnson City Council shall have only such authority as is expressly granted by majority vote of the Johnson City Council.

(2) OWNERSHIP: It is agreed by the parties that the SUPPLIER shall continue to own, operate, maintain, and from time to time expand its sanitary sewer system located within the service boundary established in the corporate limits of the City of Johnson, Arkansas.

(3) CONSISTENT APPLICATION: The rules, procedures, regulations and laws concerning the construction, operation and maintenance of said sanitary sewer system shall be applied to Johnson, Arkansas and Springdale, Arkansas in the same and consistent manner. The SUPPLIER shall act in good faith and shall not unreasonably withhold service, if economically feasible, to any potential customer located within the service boundary set forth hereinafter.

(4) SERVICE BOUNDARY: Sanitary sewer service shall be limited to customers located within the corporate limits of the City of Johnson as delineated on the attached service boundary map attached hereto as Exhibit "A" and made a part hereof as though included herein. It is recognized and agreed by the parties hereto that certain areas within the City of Johnson are currently being provided sanitary sewer service by the City of Fayetteville, Arkansas. This contract does not amend or modify areas currently being served by the City of Fayetteville. The parties agree that if in the future by written agreement the City of Fayetteville and SUPPLIER change the boundary line between them, this agreement shall be considered amended as of the execution of Fayetteville/Springdale agreement to incorporate that new boundary line without any further action by the parties hereto.

(5) AUTHORITY TO FRANCHISE: The USER agrees that it will, on or before the effective date of this agreement, cause to be adopted by vote of City Council, an Ordinance granting to the SUPPLIER a franchise, without charge or franchise tax, to own, maintain and operate a sanitary sewer collection, storage and pumping system within the USER'S corporate limits, and within the territory assigned to SUPPLIER per the memorandum of understanding between the cities of Fayetteville and Springdale, as amended by the parties from time to time. USER further agrees that it will cause to be passed by vote of its City Council, an Ordinance granting to the SUPPLIER, without charge or cost, easements and rights-of-way to lay, relay, install, maintain, and operate sanitary sewer lines and appurtenances, over, under, and across public streets, alleys, and passageways.

(6) TERM OF CONTRACT: The SUPPLIER and USER hereby agree that the term of this contract shall be for a period of twenty (20) years from the date of this agreement and shall automatically terminate at such time.

(7) EFFECTIVE DATE: This contract shall become effective and enforceable on the date of this agreement and shall have the effect of terminating all prior contractual agreements on this subject between the parties.

(8) CONTRACT RENEWAL: Either party shall have the option to renew this contract upon terms and conditions as may be negotiated by the SUPPLIER and USER by giving not less than six (6) months notice in advance of the termination date of this contract.

(9) SEWER RATES: The SUPPLIER shall supply sanitary sewer service through its collection system and shall charge sewer customer located within USER'S city limits according to the schedule of rates for customers located outside the corporate city limits of Springdale, Arkansas as established in the latest Springdale Ordinance prescribing sewer rates. It is specifically understood and agreed by and between the parties hereto, that, should the SUPPLIER experience a general rate increase within the corporate limits of the City of Springdale, the rates established above shall automatically increase in direct portion to the percentage increase within the City of Springdale. SUPPLIER shall provide notice to USER of any rate increase. As soon as legally possible, the Johnson City Council shall pass an Ordinance to mirror any increase or decrease of sewer rates contained in any ordinance adopted by Springdale City Council. The failure by the Johnson City Council to pass such an ordinance shall be a breach of this agreement for which SUPPLIER may seek all remedies available at law or equity, including, without limitation, the right to seek mandamus, mandatory injunction, specific performance, damages, or termination of this agreement.

(10) BILLING AND PAYMENTS: The SUPPLIER shall issue billing and collection of all bills in accordance with ordinances of the City of Springdale and the rules and regulations of the Springdale Water and Sewer Commission which may be currently in effect or hereafter adopted, and if any customer fails or refuses to pay said billing, the SUPPLIER shall discontinue sewer service to such customer in accordance with said ordinances, rules and regulations.

(11) LIABILITY: It is stipulated that the furnishing of sanitary sewer service is a governmental function and that the SUPPLIER does not agree to furnish any specific amount of sewer service. Sewer service shall be provided only to customers who enter into separate service contracts with the SUPPLIER, but the right to contract, and the type of

service to be rendered, shall always be subject to such rules, regulations, and policies of the Springdale Water and Sewer Commission as may be in effect from time to time. The SUPPLIER'S liability for damages from sewer stoppages and/or overflows shall be limited to the same as if such stoppage or overflow occurred within the City of Springdale. SUPPLIER shall not be responsible for acts of God, acts of war, insurrections or rebellions, acts of a public enemy, acts of any unauthorized person, firms or corporation, or acts of the USER. Nothing contained herein shall abrogate the tort immunity available by law to either city.

(12) SEWER SERVICE CONNECTIONS: All water customers of the SUPPLIER located within the defined service boundary shall be required by the USER to connect to the sewer system in accordance with the rules and regulations as set out by the City of Johnson, the City of Springdale, and the Arkansas Department of Health. The charges and requirements for sewer service connections shall be the same as for like service in the City of Springdale at the time the sewer service connections are made. Taps or connections to any and all sewer lines shall be made only by the SUPPLIER and only for sewer patrons obtaining their water service from the SUPPLIER. Approval of such taps or connections by the USER shall constitute the SUPPLIER'S authorization to make street cuts and openings where necessary. SUPPLIER agrees to repair street cuts required in street crossings, street taps and/or repairs with materials equal to or better than the materials and street condition prior to such street cut.

(13) PLUMBING: Each customer shall install all plumbing in accordance with the ordinance, rules, and regulations of the City of Springdale in effect at the time such plumbing is installed. All plumbing shall be inspected by a plumbing inspector licensed by the State of Arkansas.

(14) SEWER LINE EXTENSIONS: Sewer extensions shall be made on the same basis which they are made for the City of Springdale, based on economic feasibility of such extensions, and shall be made at the sole discretion of the SUPPLIER, provided that in no event shall any extension or connection be made without the approval of USER. The SUPPLIER and the USER specifically agree that no extensions shall be made or installed within a residential subdivision or private housing development except at the expense of the developer or owner.

(15) EASEMENTS: The USER hereby grants to the SUPPLIER the right to own, operate and place additional sewer facilities on dedicated public streets, alleys, utility easements and other passageways. In order to facilitate required improvements, the USER agrees to cooperate with SUPPLIER and assist in obtaining authority to cross private property with sewer lines. The form of such easements, together with the provisions contained therein,

shall be the same used by the Springdale Water and Sewer Commission at the time such easements are granted and such easements and fee titles where necessary shall show the Springdale Water and Sewer Commission as the Grantee thereon. USER agrees to allow its name to be added to any eminent domain actions pursued by SUPPLIER regarding property within the corporate limits of USER if SUPPLIER'S legal counsel deems it necessary. The USER further agrees it will not unreasonably impair, hinder or delay the obtaining of such easements, or the construction of said required improvements, but will offer full support in all ways necessary to accomplish such improvements. All costs and expenses including legal fees in the procuring of such easements or fee title shall be borne by SUPPLIER.

(16) MAINTENANCE OF FACILITIES: The SUPPLIER shall maintain and service all current sewer facilities including the sewage lift stations and the proposed improvements, and for those which may be constructed into the system in the future. The SUPPLIER shall use reasonable diligence to provide and maintain uninterrupted service; but in case of cessation, deficiency, variation in pressure or any other failure of the service, resulting from Acts of God, public enemies, accidents, strikes, riots, wars, repairs, orders of a Court of competent jurisdiction, or other acts reasonably beyond the control of the SUPPLIER, the SUPPLIER shall not be held responsible for any damages, either directly or indirectly, resulting from such interruption or failure. If scheduled interruptions in service to the USER are necessary due to system repair, extension or rehabilitation, USER shall be notified of such outage prior to start of work. SUPPLIER shall notify its customers in the city of Johnson on the same basis it notifies its customers within the City of Springdale concerning interruptions. Notification shall be given by either one or all of the following media: Press, radio, letter, telephone or personal contact. Emergency repairs, resulting in temporary interruption of service to customers, can be made without notification to expedite necessary repairs and restoration of service.

(17) ORDINANCES AND REGULATIONS: The USER agrees to adopt such resolutions, ordinances, rules and regulations as will allow the SUPPLIER to construct, maintain and operate the sewage system in accordance with the rules, regulations, and specifications of the Arkansas Department of Health, the U.S. Environmental Protection Agency, the Arkansas Department of Environmental Quality, and the SUPPLIER. Non-compliance with the said rules, regulations, or specifications may result in the discontinuance of service. The USER also agrees to adopt the necessary ordinances to provide the SUPPLIER with the necessary authority to implement any enforcement action of state and federal law, including regulations.

(18) COMPLIANCE: The USER and all sewer customers shall comply with, at all times, the health ordinances, rules and regulations of the City of Springdale, the Springdale Water and Sewer Commission, the U.S. Environmental Protection Agency, the Arkansas

Department of Health and Human Services, and the Arkansas Department of Environmental Quality governing sewer 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 and the SUPPLIER shall in no way be liable for any damages or expenses which may result from such discontinuance.

(19) TAXES PROHIBITED: The USER will not during the period of this contract or any renewal thereof, levy any franchise tax, occupation tax or any other tax of any form whatsoever, by whatever name it may be called, upon the SUPPLIER, the sewer system or the operations called for by this contract. Nothing contained herein shall preclude the collection of any gross receipts tax (i.e. state, county or local sales tax) enacted in accordance with state law and not otherwise made exempt by state law.

(20) NOTICES: Any written notices provided for herein shall be sufficient if sent by certified mail, return receipt requested, postage prepaid, to the respective parties at the address below:

Springdale Water and Sewer Commission
526 Oak Ave.
Springdale, AR 72764

City of Johnson
PO Box 563
Johnson, AR 72741

(21) COMPLETE AGREEMENT: It is agreed that neither party hereto is relying upon any oral or written information made by the other prior to the signing of this contract unless expressly provided herein, and that this contract constitutes the entire agreement between the parties and same shall not be hereafter amended or modified unless reduced to writing and signed by the parties hereto. It is further agreed that all earlier contracts for sanitary sewer service are hereby rescinded.

(22) SEVERABILITY: If any phrase, clause, sentence or paragraph of this contract shall be declared invalid by the judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining sentences, paragraphs or clauses of this contract.

IN WITNESS WHEREOF, the SUPPLIER and the USER 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**

CITY OF SPRINGDALE, ARKANSAS

Chris G. Weiser, Chairman

Doug Sprouse, Mayor

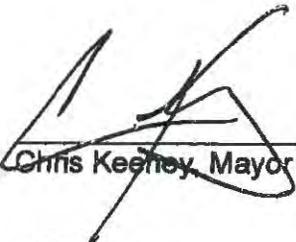
ATTEST:

ATTEST:

Paul E. Lawrence, Secretary

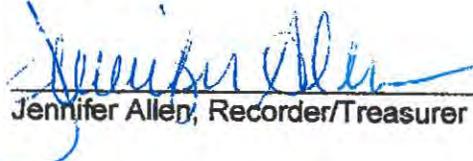
Denise Pearce, City Clerk

CITY OF JOHNSON, ARKANSAS



Chris Keehey, Mayor

ATTEST:



Jennifer Allen, Recorder/Treasurer