

## **TITLE 10**

### **UTILITIES**

#### **Chapters:**

- 10.04 Sewer Contract
- 10.08 Water Contract

#### **CHAPTER 10.04**

##### **SEWER CONTRACT**

#### **Sections:**

- 10.04.01 Springdale
- 10.04.02 Fayetteville

##### **10.04.01 Springdale**

- A. 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 March 14, 2006, 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.
- B. Pursuant to the attached agreement there are 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. However, the gross receipts taxes of the city of Johnson shall apply to all charges for services within the city of Johnson collected by the Springdale Water and Sewer Commission.

- C. 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 right-of-way, alleys and passageways. This license shall be in full force and effect during the effective period of the agreement attached hereto.
- D. 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 passage ways as herein provided. Said franchise shall be for the effective dates of the agreement attached hereto. (Ord. No. 2006-1, Secs. 1-4.)

#### 10.04.02 Fayetteville

- A. The agreement attached hereto which is titled Contract for Sanitary Sewer Service Between the Cities of Johnson and Fayetteville, Arkansas bearing the date of July 2010, 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.
- B. Pursuant to the attached agreement there are hereby levied fees/rates for water and wastewater impact fees, sanitary sewer service, sewer taps and associated services within that portion of Johnson served by the city of Fayetteville identical to the fees/rates established by the relevant Fayetteville ordinance for users of their sewer system outside of the Fayetteville city limits. However, the gross receipts taxes of the city of Johnson shall apply to all charges for services within the city of Johnson collected by the city of Fayetteville.
- C. There is hereby granted to the city of Fayetteville 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 city of Fayetteville. This license shall enable Fayetteville to lay, relay, install, improve, operate and maintain sanitary sewer lines and appurtenances over, under and across such public right-of-way, alleys and passageways. This license shall be in full force and effect during the effective period of the agreement attached hereto.

- D. A franchise is hereby granted unto the city of Fayetteville, without a franchise fee or franchise tax, to own, improve, maintain, expand the operate a sanitary sewer collection, storage and pumping system within the city of Johnson corporate limits on properties owned or leased by Fayetteville and on public rights-of-way, alleys and passage ways as herein provided. Said franchise shall be for the effective dates of the agreement attached hereto. (Ord. No. 2010-4, Secs. 1-4.)

## **CHAPTER 10.08**

### **WATER CONTRACT**

#### Sections:

- 10.08.01 Springdale  
10.08.02 Fayetteville

#### 10.08.01 Springdale

- A. The agreement attached hereto which is titled Inter-Municipal Contract for Sanitary Water Service Between the Cities of Johnson and Springdale, Arkansas bearing the date of March 14, 2006, 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.
- B. Pursuant to the attached agreement there are 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.
- C. 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 sanitary water lines and appurtenances over, under and across such public right-of-way, alleys and passageways. This license shall be in full force and effect during the effective period of the agreement attached hereto.

- D. 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 passage ways as herein provided. Said franchise shall be for the effective dates of the agreement attached hereto. (Ord. No. 2006-2, Secs. 1-4.)

10.08.02 Fayetteville

- A. The agreement attached hereto which is titled Contract for Enhanced Water Service Between the Cities of Johnson and Fayetteville, Arkansas bearing the date of July 2010, 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.
- B. Pursuant to the attached agreement there are hereby levied fees/rates for water and wastewater impact fees, water service, water taps/connections and associated services within that portion of Johnson served by the city of Fayetteville identical to the fees/rates established by the relevant Fayetteville ordinance for users of their water service outside of the Fayetteville 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 city of Fayetteville.
- C. There is hereby granted to the city of Fayetteville 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 city of Fayetteville. This license shall enable Fayetteville to lay, relay, install, improve, operate and maintain water lines and appurtenances over, under and across such public right-of-way, alleys and passageways. This license shall be in full force and effect during the effective period of the agreement attached hereto.
- D. A franchise is hereby granted unto the city of Fayetteville, without a franchise fee or franchise tax, to own, improve, maintain, expand the operate a water service (delivery, storage and maintenance thereof) within the city of Johnson corporate limits on properties owned or leased by Fayetteville and on public rights-of-way, alleys and passage ways as herein provided. Said franchise shall be for the effective dates of the agreement attached hereto. (Ord. No. 2010-5, Secs. 1-4.)