



Office of the City Clerk-Treasurer
301 W. Chestnut
Rogers, Arkansas 72756
479-621-1117
www.rogersar.gov

***AMENDED* COMMITTEE SCHEDULE**

DISCLAIMER: The City of Rogers makes no claims, promises, or guarantees regarding the participants ability to attend any public meeting virtually. Technology resources, virtual meeting platforms, and the Internet may occasionally be interrupted or made unavailable by causes beyond the City's reasonable control. The City cannot guarantee that participants will have the opportunity to participate virtually at all times. Public Forums, Public Hearings, and scheduled items of business will not be tabled or postponed due to technological issues. If you are representing a published item of business or wish to speak at a public hearing, in person attendance is required.

TO: MAYOR
CITY COUNCIL
DEPARTMENT HEADS
PRESS

FROM: Jessica Rush, CITY CLERK-TREASURER

DATE: May 28, 2024

The following committee meetings will be held on **Tuesday, May 28, 2024** prior to the City Council Meeting:

05:30 p.m. - RESOURCES & POLICY COMMITTEE: (Hayes*, Reithemeyer, Brashear) Committee Room #1 OR <https://us02web.zoom.us/j/89142446492> OR (312)626-6799 ID: [891 4244 6492](https://us02web.zoom.us/j/89142446492)

- To Discuss:
- (a) **A Resolution Waiving Competitive Bidding For Thirty Days And Authorizing The Mayor And City Clerk To Enter Into Temporary Agreements Concerning Cleanup And Repair Services Related To The May 26, 2024 Storm**
 - (b) An Ordinance To Concur And Accept Ordinance No. 2024-04 Of The City Of Cave Springs, Benton County, Arkansas Calling For The Detachment Of Certain Territory Located In The City Of Rogers, Arkansas And The Simultaneous Annexation Thereof Into The City Of Cave Springs, Arkansas

05:40 p.m. - PUBLIC WORKS COMMITTEE: (Townzen*, Brashear, Kendall) Committee Room #1 OR <https://us02web.zoom.us/j/89142446492> OR (312)626-6799 ID: [891 4244 6492](https://us02web.zoom.us/j/89142446492)

- To Discuss:
- (a) A Resolution Authorizing The Mayor And City Clerk To Enter Into An Agreement For Temporary Provision Of Utility Services With The City Of Cave Springs
 - (b) RWU Monthly Report
 - (c) LRS Quarterly Report

06:00 p.m. - COMMUNITY SERVICES COMMITTEE: (Brashear*, Hayes, Surly) Committee Room #1 OR <https://us02web.zoom.us/j/89142446492> OR (312)626-6799 ID: [891 4244 6492](https://us02web.zoom.us/j/89142446492)

- To Discuss:
- (a) A Resolution Authorizing The Mayor And City Clerk To Enter Into An Agreement With Ozark Ecological Restoration, Inc., Of Siloam Springs, Arkansas, For Restoration Services For The Pinnacle Open Space
 - (b) A Resolution Waiving Competitive Bidding And Authorizing The Mayor And City Clerk To Enter Into An Agreement With Canvus, Inc. Of Rocky River, Ohio For The Purchase Of Public Art Benches For Use By The Parks

Department

06:10 p.m. - PUBLIC SAFETY COMMITTEE: (Wolf*, Reithemeyer) Committee Room #2 OR
<https://us02web.zoom.us/j/86980910856> OR (312)626-6799 ID: 869 8091 0856

To Discuss: (a) A Resolution Authorizing The Mayor And City Clerk To Enter Into An Automatic Mutual Aid Agreement Between The City Of Rogers And The City Of Cave Springs For Fire Emergency Services

06:10 p.m. - COMMUNITY ENVIRONMENT & WELFARE COMMITTEE: (Townzen, Hayes)
Committee Room #1 OR <https://us02web.zoom.us/j/89142446492> OR (312)626-6799 ID: [891 4244 6492](https://us02web.zoom.us/j/89142446492)

To Discuss: (a) An Ordinance Accepting The Final Plat Of Meadow Brook Subdivision Phase 1, Rogers, Benton County, Arkansas, The Dedication Of Utility Easements And Other Public Ways Therein



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ROGERS CITY COUNCIL
***AMEDNED* AGENDA**

MAY 28, 2024
6:30 PM

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In Person Rogers City Council Chambers

OR via [ZOOM LINK](#) OR By Phone (312) 626-6799 ID: 861 8235 4084

PUBLIC FORUM:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ACTION ON MINUTES:

1. May 14, 2024

REPORTS OF BOARDS AND STANDING COMMITTEES:

- | | | | |
|----|----------|---|------------------------------|
| 1. | RES. Re: | Waiving Competitive Bidding For Thirty Days And Authorizing The Mayor And City Clerk To Enter Into Temporary Agreements Concerning Cleanup And Repair Services Related To The May 26, 2024 Storm | RESOURCES & POLICY COMMITTEE |
| 2. | ORD. Re: | To Concur And Accept Ordinance No. 2024-04 Of The City Of Cave Springs, Benton County, Arkansas Calling For The Detachment Of Certain Territory Located In The City Of Rogers, Arkansas And The Simultaneous Annexation Thereof Into The City Of Cave Springs, Arkansas | RESOURCES & POLICY COMMITTEE |
| 3. | RES. Re: | Authorizing The Mayor And City Clerk To Enter Into An Automatic Mutual Aid Agreement Between The City Of | PUBLIC SAFETY COMMITTEE |

Rogers And The City Of Cave Springs For Fire
Emergency Services

- | | | | |
|----|----------|---|--|
| 4. | RES. Re: | Authorizing The Mayor And City Clerk To Enter Into An Agreement For Temporary Provision Of Utility Services With The City Of Cave Springs | PUBLIC WORKS
COMMITTEE |
| 5. | RES. Re: | Authorizing The Mayor And City Clerk To Enter Into An Agreement With Ozark Ecological Restoration, Inc., Of Siloam Springs, Arkansas, For Restoration Services For The Pinnacle Open Space | COMMUNITY
SERVICES
COMMITTEE |
| 6. | RES. Re: | Waiving Competitive Bidding And Authorizing The Mayor And City Clerk To Enter Into An Agreement With Canvus, Inc. Of Rocky River, Ohio For The Purchase Of Public Art Benches For Use By The Parks Department | COMMUNITY
SERVICES
COMMITTEE |
| 7. | ORD. Re: | Accepting The Final Plat Of Meadow Brook Subdivision Phase 1, Rogers, Benton County, Arkansas, The Dedication Of Utility Easements And Other Public Ways Therein | COMMUNITY
ENVIRONMENT &
WELFARE
COMMITTEE |

OLD BUSINESS:

NEW BUSINESS:

1. Notice Of Appeal Of The Planning Commission's Denial Regarding A Large Scale Development Plan For The Pointe At Rogers

APPOINTMENTS:

ANNOUNCEMENTS:

RESOLUTION NO. R24-_____

**A RESOLUTION WAIVING COMPETITIVE BIDDING FOR THIRTY DAYS AND
AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO TEMPORARY
AGREEMENTS CONCERNING CLEANUP AND REPAIR SERVICES RELATED TO THE
MAY 26, 2024 STORM; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Rogers was hit by severe storms in the early morning hours on May 26, 2024 that caused extensive damage throughout the City;

WHEREAS, City officials are working with county, state, and federal officials to clean up downed trees and other debris throughout the City as well as make necessary repairs to damaged infrastructure;

WHEREAS, the City will bid for cleanup and repair services to City infrastructure; however, the Mayor needs to be able to enter into cooperative purchasing agreements to begin the process of clearing out downed trees and other debris that are blocking transportation and routes used by emergency services. Further, the Mayor needs to be able to enter into an agreement with a grant coordinating company to ensure all work is compliant with state and federal rules and laws.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are authorized to enter into cooperative purchasing agreements as needed for cleanup and repair work related to the May 26, 2024 storm that is immediate to protect the health, safety, and welfare of its citizens and a cooperative purchasing agreement with a grant coordinating company to ensure all work is compliant with state and federal rules and laws;

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council, therefore, waives the requirements of competitive bidding for thirty (30) days for the Mayor to enter into cooperative purchasing agreements with a necessary companies as needed for cleanup services related to the May 26, 2024 storm;

Section 3: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4: Repeal of Conflicting Provisions: All Ordinances, Resolutions or orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

RESOLVED this _____ day of _____, **2024.**

APPROVED:

C. GREG HINES, Mayor

Attest:

JESSICA RUSH, City Clerk

Requested by: C. Greg Hines, Mayor
Prepared by: John M. Pesek, Senior Staff Attorney
For Consideration By: Resources & Policy Committee

ORDINANCE NO. 24-_____

AN ORDINANCE TO CONCUR AND ACCEPT ORDINANCE NO. 2024-04 OF THE CITY OF CAVE SPRINGS, BENTON COUNTY, ARKANSAS CALLING FOR THE DETACHMENT OF CERTAIN TERRITORY LOCATED IN THE CITY OF ROGERS, ARKANSAS AND THE SIMULTANEOUS ANNEXATION THEREOF INTO THE CITY OF CAVE SPRINGS, ARKANSAS.

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

WHEREAS, the City of Cave Springs, Arkansas adopted Ordinance No. 2024-04 on the 26th day of March, 2024, attached at Exhibit “A” and incorporated fully herein, proposing the detachment of certain contiguous territory located within the City of Rogers as more particularly described in Exhibit A (the “Proposed Detached Territory”) from the City of Rogers, Arkansas and the annexation thereof into the City of Cave Springs, Arkansas, making the same a part of the City of Cave Springs in accordance with Ark. Code Ann. § 14-40-2101;

WHEREAS, the City of Rogers, Arkansas is in receipt of said Ordinance from the City of Cave Springs, Arkansas, approving the simultaneous detachment of the Proposed Detached Territory located in the City of Rogers and the annexation thereof into the jurisdiction of the City of Cave Springs;

WHEREAS, after due notice as required by law, the City of Rogers has, at the time and place mentioned in the published notice thereof, held the public hearing required pursuant to Ark. Code Ann. § 14-40-2101, and has heard all persons desiring to be heard on the question and has ascertained that the simultaneous detachment of the Proposed Detached Territory from the City of Rogers and the annexation thereof into the City of Cave Springs should be approved;

WHEREAS, in 1999 the City of Rogers used the annexation process found in Act 779 of 1999 to annex territory from the City of Cave Springs into the City of Rogers; that annexation cut the City of Cave Springs into two separate parts that comprise the majority of the Proposed Detached Territory found in Cave Springs Ordinance No. 2024-04; that the use and constitutionality of Act 779 of 1999 as used in that annexation process was upheld by the Arkansas Supreme Court in *City of Cave Springs v. City of Rogers*, 343 Ark. 652 (2001); that the Arkansas legislature, through Act 1525 of 2001, amended the law so that cities could not be split in half under the annexation process found at Ark. Code Ann. § 14-40-2001 et. seq; and that the City of Rogers does not wish for the City of Cave Springs to be split into two separate parts so as to promote the growth and abundance of the City of Cave Springs and allow it to support its citizens to its fullest; and

WHEREAS, the Rogers City Council finds that Ordinance No. 2024-04 of the City of Cave Springs is in the public interest of the City of Rogers; that Ordinance No. 2024-04 furthers the health, safety and welfare of the citizens of the City of Rogers; that the Proposed Detached Territory is in part surrounded by territory in the City of Cave Springs and that the Proposed

Detached Territory can be better served by the City of Cave Springs and its utility service providers; that the Proposed Detached Territory is better served by the City of Cave Springs and its agencies; that Ordinance No. 2024-04 will result in municipal boundaries between Cave Springs and Rogers that are ascertainable and clear; that Ordinance No. 2024-04 will allow for the orderly provision of services and the betterment of infrastructure for the Proposed Detached Territory; and for other reasons that have been offered and considered.

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

Section 1. The City Council of the City of Rogers, Arkansas hereby approves, concurs, and accepts City of Cave Springs Ordinance No. 2024-04, which is attached hereto as Exhibit A, and thus allows for the simultaneous detachment of the described lands and territory, which are contiguous and adjoining to the City of Cave Springs, from the City of Rogers and annexation into the City of Cave Springs as called for in Exhibit A.

Section 2. The official city map of the City of Rogers is hereby amended to exclude the Proposed Detached Territory as described above from the municipal limits of the City of Rogers, Arkansas;

Section 3: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4: Repeal of Conflicting Provisions: All ordinances, resolutions, or orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

C. GREG HINES, Mayor

Attest:

JESSICA RUSH, City Clerk

Requested By: C. Greg Hines, Mayor
Prepared by: John M. Pesek, Senior Staff Attorney
For Consideration By: Resources & Policy Committee

Exhibit A to Ordinance No. 24-__

ORDINANCE NO. 2024- 04

CITY OF CAVE SPRINGS, BENTON COUNTY, ARKANSAS

AN ORDINANCE CALLING FOR THE SIMULTANEOUS DETACHMENT AND ANNEXATION OF LAND CURRENTLY LOCATED IN ROGERS, BENTON COUNTY, ARKANSAS; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES.

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

WHEREAS, the City of Cave Springs, Arkansas desires to detach and annex the following described areas of property ("the Property") currently located in the City of Rogers, Benton County, Arkansas as set forth in the legal descriptions attached hereto as Exhibits "A" (Property West of Highway 112) and "B" (Property North of Wallis Road);

WHEREAS, map showings the location of the Property is attached hereto as Exhibit "C" and Exhibit "D", respectively;

WHEREAS, the City of Cave Springs stands ready to provide all municipal services to the above described Property in coordination with the City of Rogers and the Rogers Waterworks and Sewer Commission; and

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

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

Section 1. The Property described herein and shown in the maps attached as Exhibit "A" and "B" shall be simultaneously de-annexed from the City of Rogers, Arkansas, and annexed into the City of Cave Springs, Arkansas, pursuant to Ark. Code Ann. § 14-40-2101;

Section 2. The City Clerk is hereby directed to send a copy of this Ordinance to the governing body of the City of Rogers, Arkansas, pursuant to Ark. Code Ann. § 14-40-2101(a);

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

Section 4. Pursuant to Ark. Code Ann. § 14-40-2101(b)(3), the City Clerk of the City of Rogers, Arkansas is directed to publish a legal notice of the public hearing at least fifteen (15) days prior to the public hearing, and such notice shall set out the legal description of the property proposed to be detached and annexed;

Section 5. If the City Council for the City of Rogers, Arkansas approves of the proposed detachment and annexation ordinance, the City of Cave Springs shall proceed to render services to the newly annexed area, pursuant to Ark. Code Ann. § 14-40-2101(c)(2);

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

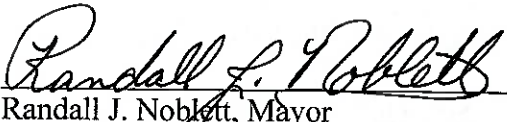
Section 7. In the event that any section, paragraph, subdivision, clause, phrase, or other provision or portion of this Ordinance shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Ordinance as a whole, or any part or provision, other than the part so decided to be invalid or unconstitutional, and the remaining provisions of this Ordinance shall be construed as if such invalid, unenforceable or unconstitutional provision or provisions had never been contained herein provisions of this Ordinance shall be construed as if such invalid, unenforceable or unconstitutional provision or provisions had never been contained herein.

Section 8. All ordinances, resolutions or orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

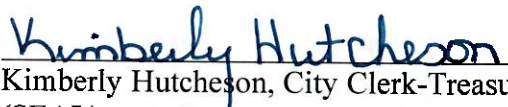
Section 9. Declaration of Emergency. It is hereby found and determined that there is a need to immediately detach and annex the Property as described in Section 1 of this Ordinance. Therefore, an emergency is declared to exist, and this act, being immediately necessary for the preservation and protection of the public peace, health, safety and welfare of the City and its citizens, shall become effective on the date of its passage and approval by the Mayor.

PASSED AND APPROVED this 26 day of March 2024.

APPROVED:


Randall J. Noblett, Mayor

ATTEST:


Kimberly Hutcheson, City Clerk-Treasurer
(SEAL)



FILED FOR RECORD
AT 7:45 O'CLOCK A M.

MAR 27 2024

**CITY OF CAVE SPRINGS, AR
CITY CLERK**



PROPOSED DE-ANNEXATIONS:

West of Highway 112

Benton County Parcels 02-02137-170, 02-02137-190, 02-02137-400, 02-02137-418, and numerous subdivision lots in Part of the E1/2 of the NE1/4 of Section 26-19N-31W

(Descriptions from City of Rogers Ordinance 19-84)

TRACT A (57.00 Acres)

A PART OF THE N1/2 OF THE NE1/4 OF THE NE1/4 OF SECTION 26 AND THE SE1/4 OF THE SE 1/4 OF SECTION 23, BOTH IN TOWNSHIP 19 NORTH, RANGE 31 WEST OF THE 5th PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST OF THE SE1/4 OF THE SE1/4 OF SAID SECTION 23; THENCE S02°27'14"W 563.79' ALONG THE EAST LINE OF THE N1/2 OF THE NE1/4 OF THE NE1/4 OF SECTION 26, THENCE LEAVING SAID EAST LINE AND RUNNING N87°28'04"W 1325.30' TO A POINT ON THE WEST LINE OF THE N1/2 OF THE NE1/4 OF THE NE1/4 OF SECTION 26; THENCE N02°28'43"E 563.79' TO THE NORTHWEST CORNER OF SAID N1/2 OF THE NE1/4 OF THE NE1/4 OF SECTION 26; THENCE N02°32'34"E 1310.61' FEET TO THE NORTHWEST CORNER OF THE SE1/4 OF THE SE1/4 OF SAID SECTION 23; THENCE S87°26'12"E 1324.83' ALONG THE NORTH LINE THEREOF TO THE NORTHEAST CORNER OF THE SE1/4 OF THE SE1/4 OF SAID SECTION 23; THENCE S02°31'58"W 1309.89' ALONG THE EAST LINE THEREOF TO THE POINT OF BEGINNING, CONTAINING 57.00 ACRES, MORE OR LESS.

SUBJECT TO THE 25 FOOT WIDE FROM CENTERLINE GASTON ROAD RIGHT-OF-WAY ALONG THE WEST LINE; AND ANY OR ALL EASEMENTS OF RECORD OR FACT.

TRACT B (43.37 Acres)

A PART OF THE NE1/4 OF THE NE1/4 AND THE N1/2 OF THE SE1/4 OF THE NE1/4 OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 31 WEST OF THE 5th PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE S02°27'14"W 563.79' ALONG THE EAST LINE THEREOF TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S02°27'14"W 1428.99' ALONG THE EAST LINE THEREOF TO THE SOUTHEAST CORNER OF THE N1/2 OF THE SE1/4 OF THE NE1/4 OF SAID SECTION 26; THENCE N87°07'57"W 1325.95' TO THE SOUTHWEST CORNER OF THE N1/2 OF THE SE1/4 OF THE NE1/4 OF SAID SECTION 26; THENCE N02°28'43"E 1421.23' ALONG THE WEST LINE OF THE E1/2 OF THE NE1/4 OF SAID SECTION 26; THENCE LEAVING SAID WEST LINE AND RUNNING S87°28'04"E 1325.30' TO THE POINT OF BEGINNING, CONTAINING 43.37 ACRES, MORE OR LESS.

SUBJECT TO THE GASTON ROAD RIGHT-OF-WAY ALONG THE WEST LINE; AND ANY OR ALL EASEMENTS OF RECORD OR FACT.

(Descriptions from City of Rogers Ordinance 17-38)

Exhibit A (Benton County Parcels 02-02137-456 & 02-02137-461)

The North 10 acres of the NE 1/4 of the SE 1/4, subject to public roads on the North and East sides of said tract, said tract being 20 rods North and South and 80 rods East and West, Section 26, Township 19 North, Range 31 West, and the East Half of the NW 1/4 of the SE 1/4 and the South 30 Acres of the NE 1/4 of the SE 1/4 of Section 26, Township 19 North, Range 31 West, containing 60 acres, more or less.

Exhibit B (Benton County Parcel 02-02137-425)

Located in a part of the SE1/4 of the NE1/4 of Section 26, Township 19 North, Range 31 West, in Benton County, Arkansas, more precisely described as follows: Starting at a set cotton spindle at the Southeast corner of the SE1/4 of the NE1/4 of Section 26 for the true point of beginning; thence along the South line of SE1/4 of the NE1/4, North 87°02'29" West 331.39 feet to a cotton spindle; thence North 02°26'37" East 663.51 feet to a set 5/8" Rebar; thence South 87°07'57" East 331.39 feet to a set 5/8" rebar; thence along the East line of the SE1/4 of the NE1/4, South 02°26'37" West 664.04 feet to a set cotton spindle and the true point of beginning; containing 5.050 Acres, more or less and being subject to the right of way of Haxton Road and any easements of record. Subject to easements, right-of-ways, and protective covenants of record, if any. Subject to all prior mineral and oil and gas leases, if any.

Exhibit C (Benton County Parcels 02-02137-476 & 02-02137-478)

Part of the W1/2 of the W1/2 of the SE1/4 of Section 26, Township 19 North, Range 31 West, Benton County, Arkansas, more particularly described as follows:
Beginning at a point 1943.44 feet, S 02°37'00" W of the NW Corner of the SE1/4 of said Section 26; thence S 87°13'38" E 662.22 feet; thence S 02°38'13" W 697.95 feet; thence N 87°07'47" W 661.98 feet; thence N 02°37'00" E 696.82 feet to the point of beginning, having a area of 10.60 ACRES. Subject to the right of way of Morning Star Road on the West side. Subject to easements, rights-of-way, and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases, if any.

Exhibit D (Benton County Parcels 02-02137-465, 02-02137-467, 02-02137-469, 02-02137-470, & 02-02137-471)

Part of the W1/2 of the W1/2 of the SE1/4 of Section 26, Township 19 North, Range 31 West, Benton County, Arkansas, more particularly described as follows:

Tract 1

Beginning at the NW Corner of the SE1/4 of said Section 26; thence South 87°13'38" E 662.91 feet, thence S 02°38'13" W 637.50 feet; thence N 87°13'38" W 662.68 feet; thence N 02°37'00"

E 637.50 feet to the point of beginning. Having an area of 9.70 acres. Subject to the right of way of Morning Star Road on the West side and Haxton Road on the North Side.

Tract 2

Beginning at a point 637.50 feet, S 02°37'00" W of the NW Corner of the SE1/4 of said Section 26; thence S 87°13'38" E 662.68 feet; thence South 02°38'13" W 637.82 feet; thence N 87°13'38" W 662.46 feet; thence N 02°37'00" E 637.82 feet, to the point of beginning, having an area of 9.70 acres. Subject to the right of way of Morning Star Road on the West side. Subject to easements, rights-of-way, and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases, if any.

Exhibit E (Benton County Parcel 02-02137-472)

Part of the W1/2 of the W1/2 of the SE1/4 of Section 26, Township 19 North, Range 31 West, Benton County, Arkansas, more particularly described as follows:

Beginning at a point 1275.32 feet, S 02°37'00" W of the NW Corner of the SE1/4 of said Section 26; thence S 87°13'38" E 662.46 feet; thence South 02°38'13" W 668.12 feet; thence N 87°13'38" W 662.22 feet; thence N 02°37'00" E 668.12 feet, to the point of beginning, having an area of 10.16 acres. Subject to the right of way of Morning Star Road on the West side. Subject to easements, rights-of-way, and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases, if any.

Benton County Parcels 02-02137-200, 02-02137-215, 02-02137-216, 02-02137-220, 02-02137-310, 02-02137-320, 02-02137-323, and numerous small lots/tracts in the north-half of the NW1/4 of the SE1/4 Section 25

(Descriptions from City of Rogers Ordinance 00-72)

The NW 1/4 of the SE 1/4 and the E 3/4 of the NE 1/4 of the SW 1/4, less and except 3.00 feet off of the South and West sides of the E 3/4 of the NE 1/4 of the SW 1/4, all in Section 24, Township 19 North, Range 31 West, Benton County, Arkansas.

ALSO:

30 acres squarely off of the North side of the SW 1/4 of the SE 1/4 of Section 24, Township 19 North, Range 31 West, less and except 3.00 feet off of the West side thereof.

ALSO:

The S1/4 of the SW 1/4 of the SE 1/4 of Section 24, Township 19 North of Range 31 West, less and except 3.00 feet off of the West side thereof.

ALSO:

The NW 1/4 of the NE 1/4 of Section 25, Township 19 North of Range 31 West, less and except 3.00 feet off of the West side thereof.

ALSO:

The SW 1/4 of the NE 1/4 of Section 25, Township 19 North, Range 31 West, less and except 3.00 feet off of the West side thereof.

ALSO:

A part of the North 1/2 of the NW 1/4 of the SE 1/4 of Section 25, Township 19 North, Range 31 West in Benton County, Arkansas, more particularly described as follows, to-wit: Beginning at a point located 29.57 feet West and 14.06 feet South of the NE Corner of the NW 1/4 of the SE 1/4 of said Section 25; thence South 00°37'22" West 378.40 feet along the West Right-of-Way line of Arkansas Highway No. 112; thence West 320.71 feet; thence North 00°37'22" East 372.21 feet; thence North 88°53'40" East 320.84 feet along the South Right-of-Way line of Haxton Road No. 46 to the Point of Beginning. Subject to a fifteen feet in width gasline easement along the East side thereof.

ALSO:

The N 1/2 of the NW 1/4 of the SE 1/4, Section 25, Township 19 North of Range 31 West, less and except 3.00 feet off of the West side thereof.

(Descriptions from City of Rogers Ordinance 01-20)

3.00 feet off of the South and West side of the E 3/4 of the NE 1/4 of the SW 1/4, all in Section 24, Township 19 North, Range 31 West, Benton County, Arkansas.

ALSO:

3.00 feet off of the West side of 30 acres squarely off of the North side of the SW 1/4 of Section 24, Township 19 North, Range 31 West,

ALSO:

3.00 feet off of the West side of the S 1/4 of the SW 1/4 of the SE 1/4 of Section 24, Township 19 North of Range 31 West

ALSO:

3.00 feet off of the West side of the NW 1/4 of the NE 1/4 of Section 25, Township 19 North of Range 31 West

ALSO:

3.00 feet off of the West side of the SW 1/4 of the NE 1/4 of Section 25, Township 19 North, Range 31 West

ALSO:

3.00 feet off of the West side of the N 1/2 of the NW 1/4 of the SE 1/4, Section 25, Township 19 North of Range 31 West.

Benton County Parcels 02-02137-321, 02-02137-349, 02-23261-000, 02-23260-000, 02-23403-000, and numerous small lots/tracts in the NW1/4 of Section 25

(Descriptions from City of Rogers Ordinance 02-07)

The East 1/2 of the NW 1/4, except 12 ½ acres off South side, and NW 1/4 of the NW 1/4 and the SW 1/4 of the NW 1/4, except a tract of land off the East side, being 330 feet East and West and North and South across said 40 acre tract, all in Section 25, Township 19 North, Range 31 West.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACTS:

Parcel One:

Tract A:

A part of the SW 1/4 of the NW 1/4 of Section 25, Township 19 North, Range 31 West, in Benton County, Arkansas, described as beginning at the NE Corner of the SW 1/4 of the NW 1/4 of said Section 25; thence South 1024.44 feet; thence South 89°54'49" West 300 feet; thence South 290.40 feet; thence South 89°54'49" West 30.00 feet along the Centerline of Haxton Road No. 46; thence North 00°06'35" West 1314.84 feet; thence North 89°54'49" East 332.52 feet to the Point of Beginning, and containing 8 acres, more or less. Subject to protective covenants, easements, and rights of way of record, if any.

And Tract B:

A part of the SW 1/4 of the NW 1/4 of Section 25, Township 19 North, Range 31 West in Benton County, Arkansas, described as beginning at a point located South 1314.84 feet and South 89°54'49" West 150 feet from the NE Corner of the SW 1/4 of the NW 1/4 of said Section 25; thence South 89°54'49" West 150 feet along the Centerline of Haxton Road No. 46; thence North 290.40 feet; thence North 89°54'49" East 150 feet; thence South 290.40 feet to the point of beginning, as shown as Tract 2 in Plat Record 31 at Page 133 and as Tract 2 in Plat Record 32 at Page 21.

Also:

An easement for a waterline located in part of the SW 1/4 of the NW 1/4 of Section 25, Township 19 North, Range 31 West, Benton County, Arkansas, more particularly described as follows: Commencing 357 feet South and 270 feet West of the NE Corner of the SW 1/4 of the NW 1/4 of Section 25, Township 19 North, Range 31 West, thence North 12 feet along the East side of a well house; thence West 28.5 feet along the North side of a well house to the true point of beginning; thence South 6° East 693 feet along the West side of a fifteen feet in width easement to a point located 86 feet East of the NW Corner of the above described tract.

Parcel Two:

A part of the SW 1/4 of the NW 1/4 of Section 25, Township 19 North, Range 31 West in Benton County, Arkansas, described as beginning at a point located South 1024.44 feet from the NE Corner of the SW 1/4 of the NW 1/4 of said Section 25; thence South 290.40 feet; thence South 89°54'49" West 150 feet along the centerline of Haxton Road No. 46; thence North 290.40 feet; thence North 89°54'49" East 150 feet to the point of beginning, and containing one acre, more or less; with the South twenty-five feet subject to County Road right-of-way, property is also subject to a fifteen feet in width utility easement running adjacent with the North right-of-way of County Road , as shown as Tract (1-B) on Plat Record 32 at Page 20.

Along with:

An easement for a waterline located in part of the SW 1/4 of the NW 1/4 of Section 25, Township 19 North, Range 31 West, Benton County, Arkansas, more particularly described as follows: Commencing 357 feet South and 270 feet West of the NE Corner of the SW 1/4 of the NW 1/4 of Section 25, Township 19 North, Range 31 West; thence North 12 feet along the east a well house; thence West 28.5 feet along the North side of well house to a point at the NW Corner of waterline easement; thence South 06° East 693 feet along the West side of a fifteen feet in width easement to a point located 64 feet East of the NW Corner of the above-described tract; thence continuing with the West side of easement South 06° East 109 feet; thence East 52 feet along the South side of said easement to a point located 108.40 feet South of the NW of the above described tract. Subject to building restrictions, protective covenants and all easements and rights-of-way, if any.

Parcel Three:

Part of the SE 1/4 of the NW 1/4 of Section 25, Township 19 North, Range 31 West, described as beginning at the SW Corner of said SE 1/4 of the NW 1/4, thence East 80 rods, thence North 25 rods, thence West 80 rods, thence South 25 rods to the place of beginning.

(Descriptions from City of Rogers Ordinance 15-14)

A PART OF THE SW 1/4 OF THE NW 1/4 SECTION 25, T-19-N, R-31-W IN BENTON COUNTY, ARKANSAS, DESCRIBED AS BEGINNING AT A POINT LOCATED SOUTH 1314.84 FEET AND SOUTH 89°54'49" WEST 150 FEET FROM THE NE CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 25; THENCE SOUTH 89°54'49" WEST 150 FEET ALONG THE CENTERLINE OF HAXTON ROAD NO. 46; THENCE NORTH 290.4 FEET; THENCE NORTH 89°54'49" EAST 150 FEET; THENCE SOUTH 290.40 FEET TO THE POINT OF BEGINNING. TCT 2 PLAT 31-133 & PLAT 32-21, 1 ACRE MORE OR LESS.

AND

A PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 25, T-19-N, R-31-W IN BENTON COUNTY, ARKANSAS, DESCRIBED AS BEGINNING AT THE NE CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 25; THENCE SOUTH 1024.44 FEET; THENCE SOUTH 89°54'49" WEST 300 FEET; THENCE SOUTH 290.40 FEET; THENCE SOUTH 89°54'49" WEST 30 FEET ALONG THE CENTERLINE OF HAXTON ROAD NO. 46; THENCE NORTH 00°06'35" WEST 1314.84 FEET; THENCE NORTH 89°54'49" EAST 332.52 FEET TO THE POINT OF BEGINNING. TCT 1 OF SURVEY 31 -133 & 32-21, 7.96 ACRES MORE OR LESS.

AND

A PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 19 NORTH. RANGE 31 WEST, IN BENTON COUNTY, ARKANSAS, DESCRIBED AS BEGINNING AT A POINT LOCATED SOUTH 1024.44 FEET FROM THE NORTHEAST CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 25; THENCE SOUTH 290.40 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 49 SECONDS WEST 150 FEET ALONG THE CENTERLINE OF HAXTON ROAD NO. 46; THENCE NORTH 290.40 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 49 SECONDS EAST 150 FEET TO THE POINT OF BEGINNING. THE SOUTH 25 FEET BEING SUBJECT TO COUNTY ROAD RIGHT OF WAY. PROPERTY IS ALSO SUBJECT TO A FIFTEEN FEET IN WIDTH UTILITY EASEMENT RUNNING ADJACENT WITH NORTH RIGHT OF WAY LINE OF COUNTY ROAD, AS SHOWN AS TRACT IB ON PLAT RECORD 32 AT PAG2 20.

ALONG WITH

AN EASEMENT FOR A WATERLINE LOCATED IN PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING 357 FEET SOUTH AND 270 FEET WEST OF THE NORTHEAST CORNER OF THE SW 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 19 NORTH, RANGE 31 WEST, THENCE NORTH 12 FEET ALONG THE EAST SIDE OF A WELL HOUSE; THENCE WEST 28.5 FEET ALONG THE NORTH SIDE OF WELL HOUSE TO A POINT AT THE NORTHWEST CORNER OF WATERLINE EASEMENT, THENCE SOUTH 06 DEGREES EAST 693 FEET ALONG THE WEST SIDE OF A FIFTEEN FEET IN WIDTH EASEMENT TO A POINT LOCATED 64 FEET EAST OF THE NORTHWEST CORNER OF THE ABOVE DESCRIBED

TRACT; THENCE CONTINUING WITH THE WEST SIDE OF EASEMENT SOUTH 06 DEGREES EAST 109 FEET; THENCE EAST 52 FEET ALONG THE SOUTH SIDE OF SAID EASEMENT TO A POINT LOCATED 108.40 FEET SOUTH OF THE NORTHWEST CORNER OF THE ABOVE DESCRIBED TRACT. SUBJECT TO BUILDING RESTRICTIONS, PROTECTIVE COVENANTS AND ALL EASEMENTS AND RIGHTS OF WAY, IF ANY.

AND

A PART OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION TWENTY-FIVE (25), TOWNSHIP NINETEEN NORTH (T-19-N), RANGE THIRTY-ONE WEST (R-31-W) OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS BEING FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST (SE) CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25, T-19-N, R-31-W; THENCE ALONG THE SOUTH LINE OF SAID 40 ACRE TRACT, N87°31'23"W A DISTANCE OF 1322.43 FEET TO THE SOUTHWEST (SW) CORNER OF SAID 40 ACRE TRACT AND A FOUND COTTON PICKER SPINDLE; THENCE LEAVING SAID SOUTH LINE AND CONTINUING ALONG THE WEST LINE OF SAID 40 ACRE TRACT, N02°32'03"E A DISTANCE OF 412.41 FEET TO A FOUND 1/2 INCH IRON PIN WITH CAP "RAMSEY SURVEY, LS689 & LS 1227"; THENCE LEAVING SAID WESTERN LINE, S87°31'40"E A DISTANCE OF 1320.09 FEET TO THE EAST LINE OF SAID 40 ACRE TRACT AND A FOUND 1/2 INCH IRON PIN WITH CAP "RAMSEY SURV, LS689 & LS 1227"; THENCE ALONG SAID EAST LINE, S02°12'34"W A DISTANCE OF 412.52 FEET TO THE POINT OF BEGINNING. SAID TRACT OR PARCEL OF LAND CONTAINING 12.51 ACRES (545,024 SQ. FT.), MORE OR LESS.



PROPOSED DE-ANNEXATIONS:

NORTH SIDE OF W. WALLIS ROAD

Part of the north 30 feet of Wallis Road as dedicated by Plat of Shadow Valley Phase II, filed in Plat Book 2003 at page 229, and as dedicated by Plat of Shadow Valley Phase 4, filed in Plat Book 2004 at page 629, and being in part of the North-half of the Northeast Quarter (N1/2 NE1/4) of Section 31, Township 19 North, Range 30 West, Benton County, Arkansas, more particularly described as follows:

Commencing at the southeast corner of the North-half of the Northeast Quarter (N1/2 NE1/4) of Section 31; thence North 87°27'54" West along the south line thereof a distance of 952.00 feet to the true Point of Beginning; thence North 87°27'54" West continuing along said south line a distance of 526.67 feet; thence leaving said south line, North 02°37'39" East a distance of 30.00 feet to the southwest corner of Shadow Valley Phase 4; thence South 87°27'54" East along the south line of said Shadow Valley Phase 4 a distance of 526.67 feet to the southwest corner of Shadow Valley Phase II; thence South 87°27'54" East along the south line of Shadow Valley Phase II a distance of 292.19 feet to the projection of the west line of Biltmore Subdivision, filed in Plat Book 2006 at page 180 and 181; thence South 02°22'37" West along the projection of said west line a distance of 30.00 feet to the intersection of said projected west line with the south line of said North-half of the Northeast Quarter (N1/2 NE1/4); thence North 87°27'54" West along said south line a distance of 292.32 feet to the Point of Beginning.

AND

Part of the Fractional Northwest Quarter (Frac. NW1/4) of Section 31, Township 19 North, Range 30 West, Benton County, Arkansas, being more particularly described as follows:

Commencing at the southeast corner of the Fractional North-half of the Northwest Quarter (Frac. N1/2 NW1/4) of Section 31; thence along the south line thereof, North 87°10'05" West a distance of 1608.09 feet to the intersection of said south line with the centerline of Wallis Road; thence leaving said south line and along said centerline the following three (3) courses, South 85°46'44" West 75.60 feet, South 78°11'00" West 94.40 feet, South 70°23'29" West 294.81 feet to the intersection of said centerline with the west line of Section 31; thence leaving said centerline and along said west line, North 02°41'16" East a distance of 21.62 feet; thence leaving said west line, North 70°23'29" East a distance of 287.97 feet; thence North 78°11'00" East a distance of 97.09 feet; thence North 85°46'44" East a distance of 78.16 feet; thence South 87°10'05" East a distance of 47.22 feet to the projection of the west line of Shadow Valley Phase VII, filed in Plat Book 2006 at page 446; thence North 04°04'49" East along said projection of the west line a distance of 12.30 feet to the southwest corner of said Shadow Valley Phase VII; thence South 87°09'16" East along the south line of said Shadow Valley Phase VII a distance of 1922.40 feet to the southeast corner thereof; thence leaving said south line, South 02°37'39" West a distance of 15.74 feet; thence South 86°33'00" East a distance of 516.47 feet; thence South 87°30'07" East a distance of 271.23 feet to the projection of the west line of Shadow Valley Phase 4, filed in Plat Book 2004 at page 629; thence South 02°37'39" West along said projection of the west line a distance of 20.00 feet to the south line of the North-half of the Northeast Quarter (N1/2 NE1/4); thence North 87°30'07" West along the south line thereof a distance of 271.36 feet; thence North 86°33'00" West continuing along said south line a distance of 877.06 feet to the Point of Beginning.

Proposed De-annexation West of 112



EXHIBIT

C

Cave Springs

Cave Springs

Cave Springs

BENTON CO

BENTONVILLE

BENTON CO

AVERIE LN

CHATTIN CIR

W KETTERING CT

W ELSWORTH ST

W DORCHESTER ST

W CLAVERTON ST

W BANCROFT ST

W ARDMORE ST

S FLETCREST TER

W BR

S BIRCHHAVEN ST

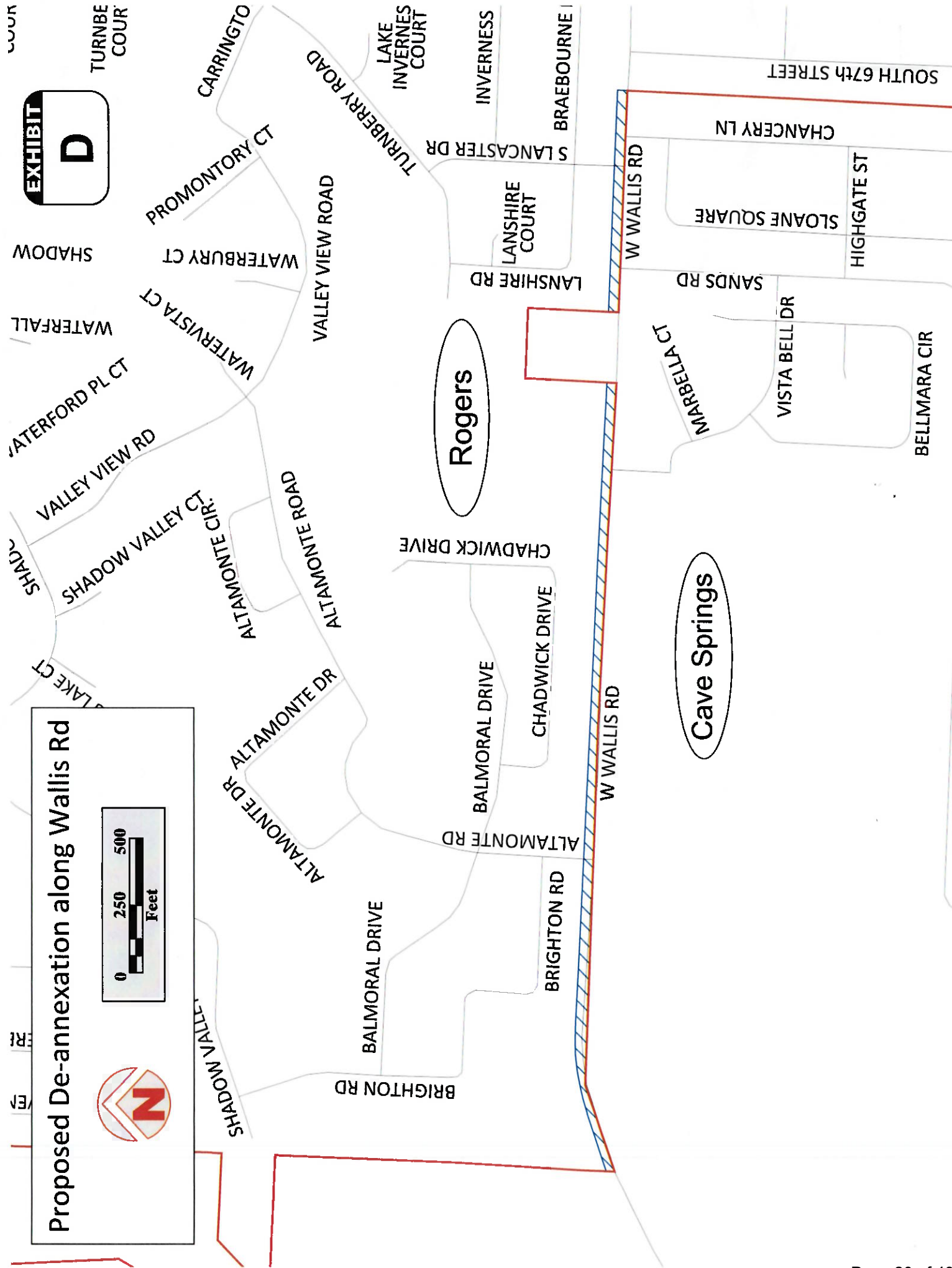
W BROOK

SHADO

BRIGHTON RD

W WALLIS ROAD

EXHIBIT
D



RESOLUTION NO. R24-_____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
AN AUTOMATIC MUTUAL AID AGREEMENT BETWEEN THE CITY OF ROGERS
AND THE CITY OF CAVE SPRINGS FOR FIRE EMERGENCY SERVICES; AND FOR
OTHER PURPOSES.**

WHEREAS, The City of Rogers and the City of Cave Springs both staff and maintain fire departments for the safety and protection of the lives and property within their respective cities; and

WHEREAS, The City of Rogers and the City of Cave Springs, in order to provide maximum protection by providing the fastest service response times to its residents, desire to enter into an automatic mutual aid agreement. That agreement is attached as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, ARKANSAS, THAT:

Section 1: The Mayor and City Clerk may execute an Automatic Mutual Aid Agreement between the City of Rogers and the City of Cave Springs;

Section 2: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3: Repeal of Conflicting Resolutions: All resolutions or orders of the City Council, or parts of resolutions or orders of the City Council, in conflict with this Resolution are repealed to the extent of such conflict.

RESOLVED this _____ day of _____, 2024.

APPROVED:

C. GREG HINES,
Mayor

Attest:

JESSICA RUSH, City Clerk

Requested By: William Hyde, Chief, Rogers Fire Department

Prepared By: John M. Pesek, Senior Staff Attorney

For Consideration By: Public Safety Committee

**AGREEMENT FOR AUTOMATIC MUTUAL AID
BETWEEN THE CITY OF ROGERS
AND THE CITY OF CAVE SPRINGS**

THIS AGREEMENT FOR AUTOMATIC MUTUAL AID (the “Agreement”) is made and entered into this ___ day of _____ 2024, by and between the City of Rogers (“Rogers”), an Arkansas municipal corporation, and the City of Cave Springs (“Cave Springs”), an Arkansas municipal corporation.

WITNESSETH

WHEREAS, the cities of Rogers and Cave Springs both staff and maintain fire departments for the safety and protection of the lives and property within their respective jurisdictions; and

WHEREAS, the cities of Rogers and Cave Springs, in order to provide the maximum protection by providing the fastest service response to its residents, desire to enter into a mutual aid agreement whereby each entity may render automatic mutual aid to each other for certain defined incidents; and

WHEREAS, each entity is required to have a minimum of four (4) safety equipped firefighters on the scene of an incident prior to making an interior attack or entering into an environment that is an immediately dangerous to health and life (IDHL); and

WHEREAS, each has the ability to provide mutual aid when not committed to another emergency.

NOW, THEREFORE, pursuant to the authority granted by the State of Arkansas, including but not limited to Ark. Code Ann. § 25-20-101 et seq. and Ark. Code Ann. § 14-54-101 and the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. **DEFINITIONS**. For purposes of this Agreement, the following terms shall have those meanings as set forth herein:

- a.) Automatic Mutual Aid as used in this Agreement shall mean the automatic response of the closest identified available resource via emergency dispatch center request to an adjacent fire jurisdiction regardless of jurisdictional boundaries.
- b.) The term incident(s) as used in this Agreement are limited to an incident specifically identified and known to exist within the established response district of the respective Fire Department.

c.) Rogers Fire Department shall mean the City of Rogers Fire Department and its personnel, apparatus and equipment.

d.) Cave Springs Fire Department shall mean the City of Cave Springs Fire Department and its personnel, apparatus and equipment.

2. AUTOMATIC MUTUAL AID AREA. The cities of Rogers and Cave Springs, by and through the Rogers Fire Department and the Cave Springs Fire Department, agree to provide automatic mutual aid to each other within the known established response district of each department.

3. RESPONSE REQUIREMENTS. Upon receipt of an emergency call, the Rogers Fire Department and Cave Springs Fire Department, if available, shall respond a minimum of one (1) engine company (minimum type two engine) with a minimum of two (2) personnel, at least one of which who has been trained to a minimum of FFI, FFII, HazMat awareness and Operations, and EMT into the area. Cave Springs agrees to provide a minimum of three (3) personnel under this Agreement by December 31, 2025. When responding, each agency shall insure that:

a.) All personal protective clothing and equipment shall be used by all participating firefighters on the scene of a fire or emergency incident;

b.) The command and tactical frequency assigned by Command shall be utilized on an incident;

c.) The unit first arriving at the scene shall assume command of the incident until relieved by an equal or superior officer of the agency having jurisdiction;

d.) The agency first arriving may cancel any further response to the incident if that agency is capable of handling the incident and the responsible jurisdiction duty officer is so notified; and

e.) The necessary response plans will function as agreed upon by the Fire Chiefs.

4. TRAINING. The Rogers Fire Department and the Cave Springs Fire Department shall coordinate training as necessary on standard operating procedures which apply to each organization. Standard operating procedures and the Incident Command System shall be utilized on all incidents.

5. HOLD HARMLESS. Both Rogers and Cave Springs agree to hold each other free and harmless from any and all claims, liability, loss, damage or expenses from liability for acts or omissions of the other, its officers, employees, and agents in connection with the performance of this Agreement.

6. DURATION; TERMINATION. This Agreement shall remain in force and effect indefinitely unless terminated by either of the parties provided the other party is given thirty (30) days' prior notice in writing of such termination.

7. AMENDMENTS: All amendments to this Agreement shall be in writing and signed by authorized representatives of each city.

8. AUTHORITY: This Agreement is entered into under the authority and pursuant to the Constitution and Laws of the State of Arkansas, including but not limited to Ark. Code. Ann. § 14-54-101 and the Interlocal Cooperation Act (the "Act"). The Agreement is entered into in accordance with Ark. Code. Ann. § 25-20-108 which authorize cities to contract, cooperate, join and associate with each other to perform any service, activity or undertaking that each is authorized by law to perform alone. It is understood that this Agreement is entered into pursuant to appropriate authority granted by the governing body of each city.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

City of Rogers

City of Cave Springs

By: _____
Greg Hines,
Mayor of Rogers

By: _____
Randall J. Noblett,
Mayor of Cave Springs

Attest:

Attest:

Jessica Rush
Rogers Clerk

Kimberly Hutcheson
Cave Springs Clerk-Treasurer

Approved:

Approved:

Rogers Fire Chief
William Hyde

Cave Springs Fire Chief
Gary Jordan

RESOLUTION NO. R24-_____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
AN AGREEMENT FOR TEMPORARY PROVISION OF UTILITY SERVICES WITH
THE CITY OF CAVE SPRINGS; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Rogers and the City of Cave Springs are in a process of simultaneous detachment and annexation of certain lands pursuant to Ark. Code. Ann § 14-40-2101;

WHEREAS, an Agreement is needed for the orderly transfer of water services and sanitary sewer services (“utility services”) to Cave Springs in those portions of Rogers that are being detached and annexed into the City of Cave Springs (“proposed annexation area”);

WHEREAS, the Rogers Waterworks and Sewer Commission (“the Commission”) has authorized the Chairman of the Commission and the Superintendent of the Rogers Water Utilities to coordinate with the City of Rogers to prepare and negotiate the terms of a satisfactory Agreement for Temporary Provision of Utility Services with the City of Cave Springs; and

WHEREAS, the City of Rogers and the City of Cave Springs have reached agreement on the substantial form and content of an Agreement for Temporary Provision of Utility Services, said Agreement being attached hereto as Exhibit A.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF ROGERS, ARKANSAS, THAT:**

Section 1: The Mayor and City Clerk are hereby authorized to enter into an Agreement for Temporary Provision of Utility Services (“Agreement”) in substantially the form of the Agreement attached hereto as Exhibit A. The Mayor and City Clerk are authorized to approve the final form and content of the Agreement, their approval to be evidenced by their signatures thereon;

Section 2: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3: Repeal of Conflicting Resolutions: All resolutions or orders of the City Council, or parts of resolutions or orders of the City Council, in conflict with this Resolution are repealed to the extent of such conflict.

RESOLVED this _____ day of _____, 2024.

APPROVED:

C. GREG HINES, Mayor

Attest:

JESSICA RUSH, City Clerk

Requested by: Rogers Water Utilities and Rogers Waterworks and Sewer Commission

Prepared by: Robert A. Frazier, Legal Counsel, Rogers Water Utilities and Rogers Waterworks and Sewer Commission

Reviewed by: John M. Pesek, Senior Staff Attorney

For Consideration by: Public Works Committee

Exhibit A

AGREEMENT FOR TEMPORARY PROVISION OF UTILITY SERVICES

This Agreement for Temporary Provision of Utility Services (“this Agreement”) is entered into by and between the City of Rogers, Arkansas together with the Rogers Waterworks and Sewer Commission and the Rogers Water Utilities (hereinafter “Rogers”), and the City of Cave Springs, Arkansas (hereinafter “Cave Springs”). Rogers and Cave Springs are each referred to herein individually as a “party” and collectively as the “parties” to this Agreement.

Recitals

WHEREAS Rogers is a city of the first class organized and operating under the laws of the State of Arkansas; and

WHEREAS Rogers owns a municipal water system and a municipal sewer system and operates each system through the Rogers Waterworks and Sewer Commission (“the Commission”) which is the governing body for the Rogers Water Utilities, the municipal water and sewer utility of Rogers (“RWU”); and

WHEREAS Cave Springs is a city of the first class organized and operating under the laws of the State of Arkansas; and

WHEREAS Rogers and Cave Springs have reached an Agreement to adjust their municipal boundary lines between the two cities through a process of simultaneous detachment and annexation; and

WHEREAS certain areas west of Arkansas Highway 112 currently within the corporate limits of the City of Rogers will be detached from Rogers and annexed into the City of Cave Springs as shown on the shaded area of Exhibit A. attached hereto (“planned annexation area”); and;

WHEREAS Cave Springs has not yet extended its municipal water system and municipal sewer system to the planned annexation area due to it being within the municipal boundaries of Rogers; and

WHEREAS Cave Springs has requested that Rogers continue to provide water service and sanitary sewer service (sometimes collectively referred to herein as “utility services”) to the planned annexation area while Cave Springs extends such services to the planned annexation area; and

WHEREAS Rogers and Cave Springs are authorized to enter into this Agreement in accordance with Ark Code. Ann. § 14-234-110, Ark. Code Ann. § 25-20-104(h), Ark. Code. Ann § 14-54-101 and other applicable law; and

WHEREAS Rogers and Cave Springs desire to enter into this Agreement setting forth their respective obligations and responsibilities with regard to the orderly transfer of utility services in the planned annexation area.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual agreements and covenants of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Recitals Incorporated.** The above recitals are material and incorporated into this Agreement.

2. **Temporary Provision of Water Service.** Rogers will continue to provide water service to the planned annexation area while Cave Springs extends water service to the area. Rogers will also provide temporary water service, subject to the terms and conditions of this Agreement, to the following additional parcels, if and when such parcels are annexed into the City of Cave Springs: Benton County Parcel Numbers: 18-09152-000, 18-09151-000, 18-09151-002, 18-09153-000, 18-09171-000, 18-09203-000, 18-09202-000, 18-09318-000, 18-09326-000 (“the additional parcels”) while Cave Springs extends water service to the area. Cave Springs will expeditiously extend water service to the planned annexation area and the additional parcels. It is anticipated that Cave Springs will extend water service to the planned annexation area and the additional parcels within two (2) years of the date of the execution of this Agreement. Rogers will not be obligated to provide water service to the planned annexation area or the additional parcels for more than ten (10) years beyond the execution of this Agreement, unless the cities agree to an extension of this provision of the Agreement in writing. When Cave Springs completes its extension of water service to the area, ownership of, and responsibility for, water mains and other public water infrastructure in the planned annexation area and the additional parcels will be assumed by Cave Springs, except for any mains and other infrastructure as Rogers may, by separate notice, specifically exclude from this Agreement upon consultation with the parties. Cave Springs may, at its option, purchase (from Rogers) water meters installed in the Planned Annexation Area and in the additional parcels at the prevailing market price for the same meter at the time Cave Springs provides water service. Cave Springs shall reimburse Rogers for other personal property pertaining to the public water system remaining in the planned annexation area and within the additional parcels such as transmitters, etc. under a separate agreement agreed upon by the parties. Rogers and Cave Springs will cooperate to adjust each party’s respective water service boundary in connection with the transition of service. Maximum water capacity: Rogers will supply water during the period of temporary service at a daily flow rate not to exceed One Million (1,000,000) gallons per day and a peak flow rate not to exceed Three Thousand Five Hundred (3,500) gallons per minute.

2.1 *Water Service Billing Transition.* RWU will be the sole retail water provider to the planned annexation area and the additional parcels as long as RWU provides water service to the area. RWU will bill for water service within the planned annexation area and in the additional parcels until Cave Springs extends its own water services to the planned annexation area and additional parcels and has assumed responsibility for reading meters and billing for water service. Once Cave Springs has assumed responsibility for reading meters and billing for water service, Cave Springs will become the retail water provider and existing RWU water service accounts will be transferred to Cave Springs. Rogers and Cave Springs will cooperate to plan an orderly transition of water customer accounts from RWU to Cave Springs. RWU will maintain a customer's deposit as long as the RWU customer is receiving any services from RWU. RWU Customer deposits will not be transferred to Cave Springs. Cave Springs will be responsible for obtaining any required deposit for water customers transferring to its system.

2.2 *Trash Collection and Recycling Services Billing Transition.* RWU will continue to bill existing RWU customers in the planned annexation area for residential solid waste and recycling services ("trash collection and recycling services") so long as such customers continue to be served by the City of Rogers' trash collection and recycling services provider (currently Lakeshore Recycling Systems, LLC ("LRS")). RWU will cooperate with Cave Springs to transfer trash collection and recycling services customer accounts to Cave Springs when Cave Springs' trash collection and recycling services provider extends services to the planned annexation area.

3. **Temporary Provision of Sanitary Sewer Service.** Rogers will provide sanitary sewer service to the planned annexation area while Cave Springs extends sanitary sewer service to the area. Rogers will also provide temporary sanitary sewer service, subject to the terms and conditions of this Agreement, to the following additional parcels, if and when such parcels are annexed into the City of Cave Springs: Benton County Parcel Numbers: 18-09152-000, 18-09151-000, 18-09151-002, 18-09153-000, 18-09171-000, 18-09203-000, 18-09202-000, 18-09318-000, 18-09326-000 ("the additional parcels") while Cave Springs extends sanitary sewer service to the area. Cave Springs will expeditiously extend sanitary sewer service to the planned annexation area and the additional parcels. It is anticipated that Cave Springs will extend sanitary sewer service to the area within five (5) years of the date of the execution of this Agreement. Rogers will not be obligated to provide sanitary sewer service to the planned annexation area and the additional parcels for more than (10) ten years beyond the execution of this Agreement, unless the cities agree to an extension of this provision of the Agreement in writing. When Cave Springs completes its extension of sanitary sewer service to the area, ownership of, and responsibility for, sewer mains and other public sanitary sewer infrastructure in the planned annexation area will be assumed by Cave Springs, except for any mains and other infrastructure as Rogers may by separate notice specifically exclude from this Agreement with the agreement of the parties. Cave Springs shall reimburse Rogers for any personal property pertaining to the sanitary sewer system remaining in the planned annexation area under a separate agreement agreed upon by the parties. Rogers and Cave Springs will cooperate to adjust each party's respective sewer service boundary in connection with the transition of service. Maximum sanitary sewer capacity: Rogers will accept sanitary sewage in the ten-inch (10") sewer force main located downstream of the Scissortail Lift Station at a peak flow rate not to exceed One Thousand, One Hundred Thirty-Six (1,136) gallons per

minute and an average daily flow rate not to exceed Three Hundred Forty-Eight (348) gallons per minute (501,120 gallons per day). Cave Springs acknowledges that sanitary sewer capacity may be further limited by the pumping capacity of the Scissortail Lift Station which is currently estimated at 500 gallons per minute peak flow. Cave Springs shall be responsible at its own costs and expense for any improvements to the Scissortail Lift Station. Rogers shall not be responsible for any costs associated with improvements to the Scissortail Lift Station or to the upstream sewer system.

3.1 *Billing Transition for Sanitary Sewer Service.* RWU will bill for sanitary sewer service in the planned annexation area and in the additional parcels until Cave Springs extends its sanitary sewer service to the area and has assumed responsibility for providing sanitary sewer service. For service locations where Cave Springs is providing water service and RWU is providing sanitary sewer service, Cave Springs will provide RWU with water usage data for each such service location to facilitate RWU billing for sanitary sewer service. Once Cave Springs has extended its sanitary sewer service to the area and has assumed responsibility for providing sanitary sewer service, existing RWU sewer service accounts will be transferred to Cave Springs. Rogers and Cave Springs will cooperate to plan an orderly transition of sewer customer accounts from RWU to Cave Springs. RWU will refund to the RWU customer any deposit on file for the customer's account when the customer is transferred to the Cave Springs system. RWU customer deposits will not be transferred to Cave Springs. Cave Springs will be responsible for obtaining any required deposit for sanitary sewer customers transferring to its system. Once Cave Springs extends sewer service to the planned annexation area and the additional parcels and provides sewer service, sanitary sewer service provided by Rogers shall cease.

4. **Applicable Rates.**

(a) *Rates in Planned Annexation Area.* While Rogers continues to provide water service in the planned annexation area, Rogers' "inside city" water rates, fees, costs, charges, etc., as may be amended from time to time, will apply to water service in the planned annexation area. Likewise, while Rogers supplies sanitary sewer service in the planned annexation area, Rogers' "inside city" sewer rates, fees, costs, charges, etc., as may be amended from time to time, will apply to sewer service in the planned annexation area.

(b) *Rates in the Additional Parcels.* While Rogers provides water service to the additional parcels, Rogers' "outside city" water rates, fees, costs, charges, etc., as may be amended from time to time, will apply to water service in the additional parcels. Likewise, while Rogers supplies sanitary sewer service to the additional parcels, Rogers' "outside city" sewer rates, fees, costs, charges, etc., as may be amended from time to time, will apply to sanitary sewer service in the additional parcels.

(c) *Cave Springs Rates.* When Cave Springs supplies water service to the planned annexation area and the additional parcels, Cave Springs water rates, fees, costs, charges, etc. will apply to water services within the planned annexation area and the additional parcels. When Cave Springs supplies sanitary sewer services to the planned annexation area and the additional parcels,

Cave Springs Sewer rates, fees, costs, charges, etc. will apply to sanitary sewer services within the planned annexation area and additional parcels.

5. **Rogers' Continuing Water Service Jurisdiction.** *Except as provided herein in Paragraph 5.1 below,* Rogers, including the Commission and RWU, shall continue to have jurisdiction over provision of water service in the planned annexation area until Cave Springs extends and provides water service to the planned annexation area. Rogers, including the Commission and RWU, shall have jurisdiction over provision of water service in the additional parcels until Cave Springs extends and provides water service to the additional parcels. Rogers will be responsible for observing installation and determining acceptance of any water service installations in the planned annexation area submitted to Rogers for planning authority approval on or before May 28, 2024. The Rogers ordinances, rules, regulations, procedures, specifications, deposits, service charges and fees, rates, meter connection charges, tapping fees, development impact fees, access fees, sales taxes, fees for Federal Safe Drinking Water Act compliance (and any other applicable charges and fees) applicable to provision of water service, as may be amended from time to time, shall continue to apply to provision of water service within the planned annexation area, and shall also apply to provision of water service within the additional parcels, until Cave Springs provides water service to the planned annexation area and the additional parcels. All such fees, rates, charges, development impact fees, access fees, taxes, etc. shall be paid to Rogers until Cave Springs provides water service to the planned annexation area and the additional parcels and assumes water service jurisdiction. Without limiting the generality of the foregoing, Cave Springs agrees to enforce Rogers' drought ordinance (Chapter 54, Article III, Division Three, of the Code of Ordinances of the City of Rogers) in any area receiving water supplied by Rogers. At any time when Cave Springs has provided water service to only a portion of the planned annexation area or the additional parcels, Rogers shall continue to have jurisdiction over water service for any area where it continues to provide water services.

5.1 **Cave Springs Planning Jurisdiction for new water main installations.** Any new water main extensions installed in the planned annexation area or in the additional parcels shall be planned, constructed, and inspected under Cave Springs' standard specifications and details. Cave Springs will be responsible for observing installation and determining acceptance of new water main installations in the planned annexation area. However, so long as Rogers is providing water service to the planned annexation area or the additional parcels, Rogers may also inspect any new installation to determine that the installation is acceptable for use on Rogers' system and may require such modifications to the installation as may be necessary to ensure the installation is acceptable for use on Rogers' system. Any new water main extensions or other new water infrastructure shall be installed at Cave Springs sole cost and expense (or the cost and expense of developers contracting with Cave Springs). Rogers will not be responsible for any costs associated with new water main extensions or other new water infrastructure within the planned annexation area or in the additional parcels. Cave Springs agrees to expeditiously repair any breaks on any water mains or other water installations installed by Cave Springs. As used herein, the term "new water main extension" includes any water main extension for any new development or project submitted to Rogers or Cave Springs for planning authority approval on or after May 28, 2024.

6. **Rogers Continuing Sewer Service Jurisdiction.** *Except as provided herein in Paragraph 6.1 below,* Rogers, including the Commission and RWU, shall continue to have jurisdiction over provision of sanitary sewer service in or about the planned annexation area until Cave Springs extends and provides sanitary sewer service to the planned annexation area. Rogers, including the Commission and RWU, shall have jurisdiction over provision of sanitary sewer service in the additional parcels until Cave Springs extends and provides sanitary sewer service to the additional parcels. Rogers will be responsible for observing installation and determining acceptance of any sewer service installations in the planned annexation area submitted to Rogers for planning authority approval on or before May 28, 2024. The Rogers' ordinances, rules, regulations, procedures, specifications, deposits, service charges and fees, rates, meter connection charges, tapping fees, development impact fees, access fees, sales taxes, fees for Federal Safe Drinking Water Act compliance (and any other applicable charges and fees) applicable to provision of sanitary sewer service shall continue to apply to provision of sanitary sewer service within the planned annexation area, and shall also apply to provision of sanitary sewer service within the additional parcels, until Cave Springs provides sanitary sewer service to the planned annexation area and the additional parcels. All such fees, rates, charges, development impact fees, access fees, taxes, etc. shall be paid to Rogers until Cave Springs provides sanitary sewer service to the planned annexation area and the additional parcels and assumes sanitary sewer service jurisdiction. At any time when Cave Springs has provided sanitary sewer service to only a portion of the planned annexation area or additional parcels, Rogers shall continue to have jurisdiction over sanitary sewer service for any area where it continues to provide sanitary sewer services.

6.1 **Cave Springs Planning Jurisdiction for new sewer installations.** Any new sewer main extensions installed in the planned annexation area or the additional parcels shall be planned, constructed, and inspected under Cave Springs' standard specifications and details. Any new sewer main extensions shall be installed at Cave Springs sole cost and expense (or the cost and expense of developers contracting with Cave Springs). Rogers will not be responsible for any costs associated with new sewer main extensions or other new sewer infrastructure within the planned annexation area or in the additional parcels. Cave Springs will be responsible for observing installation and determining acceptance of new sewer installations in or about the planned annexation area. However, so long as Rogers is providing sanitary sewer service to the planned annexation area or the additional parcels, Rogers may also inspect the new installation to determine whether the installation is acceptable for use on Rogers' system and may require such modifications to the installation to ensure the installation is acceptable for use on Rogers' system. Cave Springs will coordinate with RWU to control inflow and infiltration on any sewer mains or sewer installations installed by Cave Springs. As used herein, "new sewer main extension" includes any sewer main extension for any new development or project submitted to Rogers or Cave Springs for planning authority approval on or after May 28, 2024.

7. **Joint Planning.** Rogers and Cave Springs shall jointly develop policies to address the design and construction of additional developments and utility extensions within the planned annexation area and additional parcels during the periods of temporary provision of water service and the temporary provisions of sewer service described herein above.

7.1 **Easements.** In connection with the municipal boundary adjustment and the transfers of utility services contemplated herein, Rogers and Cave Springs will cooperate with each other to transfer to the appropriate party utility easements and similar instruments needed for provision of utility services.

8. **Contingencies.** This Agreement is contingent upon occurrence of the following:

8.1 ***Assumption by Cave Springs of Agreement Pertaining to the Scissortail Lift Station.***

Cave Springs shall assume the obligations of the Commission and RWU under the “Agreement to Convey Lands for Construction of Utility Improvements” recorded as Instrument No. L202045900 in the real estate records of Benton County, Arkansas (which pertains to sewer capacity for the Scissortail Lift Station) and shall be responsible for obtaining the consent of any other necessary parties for the novation contemplated herein.

8.2 ***Approval of Governmental Authorities.*** Rogers is a recipient of certain funding from the Arkansas Clean Water Revolving Loan Fund administered by the Arkansas Natural Resources Commission (“ANRC”) and Arkansas Development Finance Authority (“ADFA”). Should any conflict between this Agreement and any obligation pertaining to the funding through ANRC and ADFA occur, the parties shall reform the Agreement accordingly to remove the conflict and cooperate in good faith to provide for the continuation of utility services in accordance with the intent and with the general terms of this Agreement.

8.3 ***Compliance with Bond Ordinances and Agreements.*** Rogers is the issuer of certain sewer revenue bonds and certain water revenue bonds. Should any conflict between this Agreement and any obligation pertaining to sewer revenue bonds or water revenue bonds occur, the parties shall reform the Agreement accordingly to remove the conflict and cooperate in good faith to provide for the continuation of utility services in accordance with the intent and with the general terms of this Agreement.

9. **Term and Termination**

9.1 ***Term of Agreement.*** The term of this Agreement begins when it is signed by both parties hereto (“effective date”) and, unless otherwise terminated in accordance with other provisions of this Agreement, or earlier terminated by completion by the parties’ of all the parties’ obligations hereunder, this Agreement shall remain in full force and effect for a term of ten (10) years from and after the effective date, unless the cities agree to an extension of this Agreement in writing prior to the date of termination.

9.2 *Termination of Agreement for Cause.* This Agreement may be terminated by either party in the event the other party fails to perform its obligations under this Agreement. Prior to termination for cause, the party asserting a breach shall give the other party written notice describing the other party's breaches. The party against whom a breach is asserted shall then have thirty (30) days to cure all breaches. If that party's breaches are not cured within this time limit, then the party asserting the breach may proceed to terminate this Agreement by giving written notice of termination to the other party. Termination is not a party's exclusive remedy and either party may further seek all other legal and equitable remedies available to it arising from the other party's breach.

9.3 *Termination of Agreement to Comply with Law or Obligations.* This Agreement may be terminated by either party at any time in the event that party determines, in its sole judgment and discretion, that this Agreement will violate any applicable law or regulation, or constitute or cause a condition of default or breach on the part of that party, its commissions, boards, or other public bodies, under any other contracts or agreements.

10. Additional Provisions

10.1 The parties may extend the deadlines and timelines specified in this Agreement by mutual agreement expressed in writing in a document signed by both parties hereto.

10.2 *Tort Immunity.* Nothing in this Agreement shall operate as, or be construed as, a waiver, limit, modification, nullification, or alteration, of the tort immunity and other rights and immunities granted to the parties pursuant to Ark. Code. Ann. § 21-9-301 and other applicable law.

10.3 *No Joint Venture; No Third-Party Beneficiaries.* This Agreement is made at arm's length between independent contracting parties. Nothing in this Agreement shall be deemed to create a joint venture, partnership, tenancy in common, joint tenancy, or any similar relationship between the parties or require either party to engage in further business relationships between the parties. The parties further agree that there are no third-party beneficiaries of this Agreement and that no person or entity, other than the parties hereto (and in the case of Rogers, the Commission and RWU) shall have standing to enforce the terms of this Agreement. Without limiting the generality of the foregoing, the reference to any particular parcels of land in this Agreement are made for governmental planning purposes only and the owners of any properties in the planned annexation area or in the additional parcels are not intended third-party beneficiaries of this Agreement and said owners acquire no rights under this Agreement or against the parties hereto.

10.4 *No Assignment of Rights or Delegation of Duties.* Neither party shall assign its rights under this Agreement without the express written permission of the other party. Nor shall either party delegate its duties under this Agreement without the express written permission of the other party.

10.5 *Compliance with Law.* Each of the parties hereto is responsible for securing whatever permits, licenses, permissions, certificates, etc. required for the activities undertaken by that party pursuant to this Agreement. Each of the parties hereto states that it will at all times operate in compliance with all applicable, local, state and federal laws and/or regulations and will

not act under this Agreement to cause the other party to violate any applicable local, state or federal laws or regulations.

10.6 *Notices.* Any notice or communication required or permitted (other than routine communications between the parties' representatives for coordination, scheduling, and the like, which may be sent by electronic mail or made by telephone) to be given shall be in writing and shall be deemed to have been given (i) when received if personally delivered; (ii) three (3) days after being sent by certified mail, return receipt requested, postage prepaid; or (iii) one (1) day by express courier (e.g. FedEx), if receipt is confirmed by the delivery agent, at the following addresses (or such other address as may be designated).

If given to Rogers, notice shall be sent to:

Mayor, City of Rogers, Arkansas
301 W. Chestnut St.
Rogers, AR 72756

with copies to:

Superintendent
Rogers Water Utilities
601 South 2nd Street
Rogers, AR 72756

If given to Cave Springs, notice shall be sent to:

Mayor, City of Cave Springs, Arkansas
P.O. Box 36
134 N. Main Street
Cave Springs, AR 72712

with copies to

Public Works
City of Cave Springs, Arkansas
P.O. Box 5
134 N. Main Street
Cave Springs, AR 72712

10.7 *Choice of Law and Venue.* This Agreement shall be governed by the laws of the State of Arkansas without regard to its principles of conflict of laws. Venue for any action concerning this Agreement shall be the state or federal courts embracing Benton County, Arkansas.

10.8 *Waiver.* Failure of either party hereto to exercise any options herein contained upon breach by the other shall not constitute a waiver of that party's right to exercise such options upon future breach.

10.9 *Complete Agreement.* Except as otherwise specified herein, this Agreement constitutes the entire agreement between the parties, and it shall not be hereafter amended or modified unless reduced to writing and signed by the parties hereto. It is further agreed that all earlier agreements of the parties concerning this subject matter are hereby rescinded.

10.10 *Severability.* If any phrase, clause, sentence or paragraph of this Agreement shall be declared invalid by the judgment or decree of a court of competent jurisdiction, or if any phrase, clause, sentence or paragraph of this Agreement otherwise conflicts with any financing agreement, revenue bond obligation or other bona fide obligation, such conflict or invalidity shall not affect any of the remaining sentences, paragraphs or clauses of this Agreement. In case of any such invalidity or conflict, this Agreement shall be reformed by the parties to replace such stricken provision, or any parts thereof in conflict, with a valid and enforceable provision that comes as close as possible to expressing the intent of the removed provision and the overall intent of the parties to this Agreement.

10.11 *Each Party Relying on its Own Counsel.* Each party hereby represents and warrants that it has received the advice of its own legal counsel in connection with the negotiation and preparation of this Agreement (or that it has had the opportunity to do so) and that it is not relying upon the other party or the other party's counsel in reaching its decision to enter into this Agreement.

10.12 *Each Party Deemed a Drafter of the Agreement.* Each party hereby represents that they have cooperated in drafting and preparing this Agreement, and/or have had the opportunity to do so. Hence, no party will construe against any other party any ambiguity in this Agreement. Each party to this Agreement represents to the other that it has not relied upon any statement of any other party in executing this Agreement, except as expressly stated in this Agreement.

10.13 *Multiple Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be an original and which together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed these presents by their respective authorized representatives, having been authorized to do so by appropriate resolution or ordinance.

[signature pages follow]

CITY OF ROGERS, ARKANSAS

By: _____
Greg Hines, Mayor

Attest:

Jessica Rush, City Clerk

Date: _____

ROGERS WATERWORKS AND SEWER COMMISSION

By: _____
Jerry Carmichael, Chairman

Attest:

Brent Dobler, Acting Secretary

ROGERS WATER UTILITIES

By: _____
Brent Dobler, Superintendent

Attest:

Brian Sartain, Utility Engineer

CITY OF CAVE SPRINGS, ARKANSAS

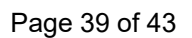
By: _____
Randall Noblett, Mayor

Attest:

Kimberly Hutcheson, City Clerk

EXHIBIT A.

0 500 1000
Feet



RESOLUTION NO. R24-_____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH OZARK ECOLOGICAL RESTORATION, INC., OF SILOAM SPRINGS, ARKANSAS, FOR RESTORATION SERVICES FOR THE PINNACLE OPEN SPACE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Rogers desires to enter into an agreement with Ozark Ecological Restoration, Inc., of Siloam Springs, Arkansas to perform a two (2) year restoration project for the Pinnacle Open Space which includes restoring plant communities to their native characteristics of the Springfield Plateau Ecoregion through land management best practices;

WHEREAS, the City of Rogers published a Request for Proposals for the Pinnacle Open Space restoration project; and

WHEREAS, Ozark Ecological Restoration, Inc., of Siloam Springs, Arkansas was the only proposal submitted and meets the specifications required for the project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Ozark Ecological Restoration, Inc., of Siloam Springs, Arkansas in an amount not to exceed one hundred eight thousand two hundred fifty dollars (\$108,250.00) for the performance of a two (2) year restoration project for the Pinnacle Open Space;

Section 2: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3: Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

RESOLVED this _____ day of _____, 2024.

APPROVED:

C. GREG HINES, Mayor

Attest:

JESSICA RUSH, City Clerk

Requested by: Quinton Harris, Director of Parks Department
Prepared by: John M. Pesek, Senior Staff Attorney
For Consideration By: Community Services Committee

RESOLUTION NO. R24-_____

**A RESOLUTION WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE
MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CANVUS,
INC. OF ROCKY RIVER, OHIO FOR THE PURCHASE OF PUBLIC ART BENCHES
FOR USE BY THE PARKS DEPARTMENT; AND FOR OTHER PURPOSES.**

WHEREAS, the Rogers Parks Department desires to enter into an agreement with Canvus, Inc. of Rocky River, Ohio for the purchase of ten (10) public art benches for use by the public;

WHEREAS, the City of Rogers Parks Department is requesting the City Council to waive the requirement for competitive bidding for this purchase as Canvus, Inc. of Rocky River, Ohio is the only manufacturer of public art benches made from retired wind turbine blades used to display public art.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF ROGERS, ARKANSAS THAT:**

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Canvus, Inc. of Rocky River, Ohio, in the amount of forty-one thousand eight hundred thirty-three dollars (\$41,833.00), for the purchase of ten (10) public art benches;

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council as Canvus, Inc. is the sole provider of these public art benches made from retired wind turbine blades, therefore, waives the requirements of competitive bidding for the purchase of public art benches for use by the Rogers Parks Department;

Section 3: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4: Repeal of Conflicting Provisions: All Ordinances, Resolutions or orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

RESOLVED this _____ day of _____, **2024.**

APPROVED:

C. GREG HINES, Mayor

Attest:

JESSICA RUSH, City Clerk

Requested by: Quinton Harris, Parks and Recreation Director

Prepared by: John M. Pesek, Senior Staff Attorney

For Consideration By: Community Services Committee

ORDINANCE NO. 24- _____

**AN ORDINANCE ACCEPTING THE FINAL PLAT OF MEADOW BROOK
SUBDIVISION PHASE 1, ROGERS, BENTON COUNTY, ARKANSAS, THE
DEDICATION OF UTILITY EASEMENTS AND OTHER PUBLIC WAYS THEREIN;
PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.**

WHEREAS, the Final Plat has been submitted for the subdivision of Meadow Brook Phase 1, Rogers, Benton County, Arkansas which is more particularly described as follows, to-wit:

PART OF THE E 1/2 OF THE NE 1/4 OF SECTION 26, ALL IN TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 26, SAID POINT BEING A 5/8" IRON PIN; THENCE ALONG THE EAST LINE OF SAID SECTION 26 S02°27'14"W 664.26 FEET TO THE SOUTHEAST CORNER OF THE N 1/2 OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE N87°07'57"W 663.45 FEET TO A 5/8" IRON PIN; THENCE N87°09'18"W 662.50 FEET TO THE SOUTHWEST CORNER OF THE N 1/2 OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 26, SAID POINT BEING A 5/8" IRON PIN; THENCE N02°28'43"E 789.51 FEET TO THE SOUTH LINE OF EVENING STAR SUBDIVISION, PHASE 1; THENCE ALONG SAID SOUTH LINE THE FOLLOWING THIRTEEN COURSES: THENCE S87°31'17"E 210.00 FEET; THENCE N02°28'43"E 67.45 FEET; THENCE 50.70 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 32.00 FEET AND A LONG CHORD OF N47°52'18"E 45.56 FEET; THENCE N01°33'20"E 50.02 FEET; THENCE 49.90 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 32.00 FEET AND A LONG CHORD OF N42°11'35"W 44.99 FEET; THENCE N02°28'43"E 103.05 FEET; THENCE S87°31'17"E 24.01 FEET; THENCE 226.97 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 800.00 FEET AND A LONG CHORD OF S79°23'37"E 226.21 FEET; THENCE S71°15'58"E 443.06 FEET; THENCE 150.37 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 530.00 FEET AND A LONG CHORD OF S79°23'37"E 149.86 FEET; THENCE S87°31'17"E 108.05 FEET; THENCE S02°28'43"W 49.50 FEET; THENCE S87°31'17"E 185.85 FEET TO THE EAST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 26; THENCE ALONG SAID EAST LINE S02°27'14"W 191.80 FEET TO THE POINT OF BEGINNING, CONTAINING 28.44 ACRES, MORE OR LESS AND SUBJECT TO THE RIGHT-OF-WAY OF GASTON ROAD ALONG THE WEST AND ANY AND ALL EASEMENTS OF RECORD OR FACT.

WHEREAS, the City Council finds that said Final Plat is in conformance with the Ordinances of the City of Rogers, Arkansas; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of Rogers, Arkansas that said Final Plat be approved and the dedication of the utility easements and other public ways be accepted and confirmed.

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

Section 1: The Final Plat of Meadow Brook Subdivision Phase 1, Rogers, Benton County, Arkansas, as described in the Plat thereof, is hereby accepted, approved, and confirmed;

Section 2: All dedication of utility easements and other public ways as set forth in the Plat are hereby accepted by the City. The Mayor and City Clerk are authorized and directed to certify the aforesaid approval and acceptance upon the face of the Plat;

Section 3: Emergency Clause: As the facilities to be constructed within this subdivision will promote the economy of the City and will promote the public health and welfare, an emergency is declared to exist and this Ordinance shall be in full force and effect from the date of passage and approval;

Section 4: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5: Repeal of Conflicting Provisions: All ordinances, resolutions, or orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

APPROVED:

C. GREG HINES, Mayor

Attest:

JESSICA RUSH, City Clerk

Requested By: John McCurdy, Director Community Development

Prepared by: John M. Pesek, Senior Staff Attorney

For Consideration By: Community Environment & Welfare Committee