

SHERWOOD CITY COUNCIL

July 28, 2014

7:00 P.M.

1. Prayer
2. Pledge of Allegiance
3. Roll Call
4. Approval of minutes of the regular meeting on June 23, 2014, as transcribed.
5. Committees and/or Commissions:

Advertising & Promotion Commission: Alderman Brooks, Chairman

Civil Service Commission: Herb Moore, Chairman

Parks & Recreation Committee: Alderman Harmon, Chairman

Personnel Committee: Alderman Butler, Chairman

Planning Commission: Lucien Gillham, Chairman

(a) An ordinance repealing Ordinance 1826 and amending Ordinance 445 the City of Sherwood Control of Development and Subdivision of Land (Rules and Regulations) to reflect the changes contained herein and regarding design requirements to Oakdale Road and for other purposes (Mayor Hillman)

Senior Citizen Committee: Jean Harrison, Chairman

Sewer Committee: Amy Sanders, Chairman

(a) An ordinance appropriating funds from the Sherwood Wastewater Utility Fund to pay to Miller Heights, LLC the sum of \$20,900.51 as the cities' share of the installation of a 12 inch line to allow for future growth; declaring an emergency; and for other purposes (Alderman Lilly)

(b) An ordinance authorizing the City of Sherwood to enter a contract with Utility Service Partners Private Label, Inc., (USP) d/b/a Service Line Warranties of America, to authorize USP to create a solicitation letter, and to offer Sherwood residents an external sewer line repair or replacement program; and for other purposes (Alderman Lilly)

Street Committee: Alderman Lilly, Chairman

6. An ordinance accepting the territory commonly known as Trammel Estates to the City of Sherwood, Arkansas, assigning a territory to a ward; declaring an emergency; and for other purposes (Mayor Hillman)

7. An ordinance providing for the appropriation of \$12,000 from the General Fund Budget; declaring an emergency; and for other purposes. (Alderman Butler)
8. A resolution approving the execution of an agreement between the City of Sherwood, Arkansas and Pulaski County, Arkansas for the city's contribution for the continued operation and utilization by the City of the Pulaski County Regional Detention Facility (Mayor Hillman)
9. An ordinance appropriating grant matching funds for the Phase Two portion of the Round Top Restoration; and for other purposes (Mayor Hillman)
10. Old Business
11. New Business
12. Announcement(s)
 - Sherwood Animal Shelter adoption specials for the month of August 2014
13. Adjourn

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE 1826 AND AMENDING ORDINANCE 445 THE CITY OF SHERWOOD CONTROL OF DEVELOPMENT AND SUBDIVISION OF LAND (RULES AND REGULATIONS) TO REFLECT THE CHANGES CONTAINED HEREIN AND REGARDING DESIGN REQUIREMENTS TO OAKDALE ROAD; AND FOR OTHER PURPOSES

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

Section 1. Section 7, G design requirements streets. Ordinance 445 is hereby amended to reflect the following: Oakdale Road shall have a 100 foot right of way. The roadway section through the commercial area shall be a 60 foot section and shall consist of four 11 foot lanes and one 12 foot turn lane with 5 foot sidewalks on each side. The roadway section shall transition to a 36 foot section in the single family residential area and shall consist of two 11 foot lanes and two 5 foot bicycle lanes with 5 foot sidewalks on each side.

Section 2. Ordinance 445 is hereby amended as set forth above.

Section 3. Ordinance 1826 is hereby repealed.

Section 3. Should any part of this Ordinance be declared void or unconstitutional it shall not affect the remaining parts of this Ordinance.

ADOPTED on this ____ day of **July 2014**.

Virginia R. Hillman, Mayor

ATTEST:

Angela Nicholson, City Clerk

APPROVED AS TO FORM:

Stephen Cobb, City Attorney

COPY

ORDINANCE NO. 445

AN ORDINANCE ADOPTING THE "CONTROL OF DEVELOPMENT AND SUBDIVISION OF LAND, RULES AND REGULATIONS" DECLARING AN EMERGENCY TO EXIST, AND FOR OTHER PURPOSES.

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

SECTION 1. That the document entitled control of development and subdivision of land rules and regulations be adopted for the purpose of controlling development and regulations the subdivision of land within the planning area of the City and for all other purposes.

SECTION 2. That said document is incorporated herein, by reference.

SECTION 3. If any part or parts of this document is declared void or unconstitutional for any reason, it shall not affect the remaining parts of this ordinance.

SECTION 4. Any ordinance or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. This ordinance being necessary for the immediate preservation of the public peace, comfort, convenience, safety and welfare of the City of Sherwood, Arkansas, an emergency is declared to exist and this ordinance shall be in full force and effect from the date of its adoption.

PASSED AND ADOPTED THIS 22nd day of September, 1980.

B.E. HENSON , MAYOR

ATTEST:

AMY SANDERS, CITY CLERK

ORDINANCE NO. 1826

AN ORDINANCE AMENDING ORDINANCE 445, CITY OF SHERWOOD CONTROL OF DEVELOPMENT AND SUBDIVISION OF LAND (RULES AND REGULATIONS) TO REFLECT THE CHANGES CONTAINED HEREIN REGARDING DESIGN REQUIREMENTS FOR STREETS; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERWOOD, ARKANSAS, THAT:

SECTION 1: Section 7, G, Design Requirements, Streets:

Is hereby amended to modify the design requirements for Entire section of Oakdale Road as described and attached as Exhibit A;

Oakdale Road is classified as a minor arterial on the Master Street Plan. In order to continue the street section adopted for Brockington, it is proposed to modify this section of roadway. The modified street section shall consist of (4) 11-foot lanes and a 13-foot landscaped median with curb and gutter and 5-foot sidewalks on both sides. A 100' right-of-way shall be required.

SECTION 2: Ordinance 445, Control of Development and Subdivision of Land (Rules and Regulations) of the City of Sherwood is hereby amended to reflect the changes herein.

SECTION 3: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 4: Should any part of this Ordinance be declared void or unconstitutional, it shall not affect the remaining parts of this Ordinance.

SECTION 5: This is necessary for the orderly development of Sherwood; therefore an emergency is declared.

ADOPTED on this 22nd day of June 2009.

Virginia R. Hillman, Mayor

ATTEST:

ORDINANCE NO. _____

AN ORDINANCE APPROPRIATING FUNDS FROM THE SHERWOOD WASTE WATER UTILITY FUND TO PAY TO MILLER HEIGHTS, LLC, THE SUM OF \$20,900.51 AS THE CITIES' SHARE OF THE INSTALLATION OF A 12-INCH LINE TO ALLOW FOR FUTURE GROWTH; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS Miller Heights, LLC, has been installing a sewer line; and

WHEREAS the City of Sherwood requested that 1073' of pipe, a part of the collection system, be increased from 8" in diameter to 12" in diameter to allow for future expansion and that 190' of bore under Highway 107 be increase from 16" to 24"; and

WHEREAS this change was not necessary for the plans approved for Miller Heights, LLC; and

WHEREAS the Sewer Committee recommends the City reimburse Miller Heights, LLC, for the necessary costs to design and install the larger sections of pipe, which amount came to \$5,225.51 for the pipe and \$15,675.00 for the bore, for a total of \$20,900.51; and

WHEREAS the Waste Water Utility Fund has ample funds in reserve to pay for this work;

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

Section 1. The City is authorized to pay to Miller Heights, LLC, the sum of \$20,900.51, for work involved in increasing the size of 1073' of pipe, a part of the Miller Heights collection system, from 8" in diameter to 12" in diameter, and increasing 190' of bore from 16" to 24". The funds will be drawn from available Waste Water Utility Fund reserves.

Section 2. It has been found and it is hereby declared that the work by Miller Heights, LLC, to be reimbursed has been completed to the satisfaction of the Waste Water Department; therefore an emergency is declared to exist and this Ordinance, being immediately necessary to the preservation of the public peace, health, and safety, and shall be in full force and effect from and after its passage and approval.

ADOPTED on this ___ day of **July 2014**.

Virginia R. Hillman, Mayor

ATTEST:

Angela Nicholson, City Clerk

APPROVED AS TO FORM:

Steve Cobb, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF SHERWOOD TO ENTER A CONTRACT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. (USP), d/b/a SERVICE LINE WARRANTIES OF AMERICA, TO AUTHORIZE USP TO CREATE A SOLICITATION LETTER, AND TO OFFER SHERWOOD RESIDENTS AN EXTERNAL SEWER LINE REPAIR OR REPLACEMENT PROGRAM, AND FOR OTHER PURPOSES.

WHEREAS the City of Sherwood, Arkansas, operates a sewer system within the City of Sherwood; and

WHEREAS many residents of Sherwood, Arkansas, have sewer lines on their property connecting their home to the City collection system; and

WHEREAS residents are responsible for upkeep and repair of lines connecting residences to the City collection system; and

WHEREAS Utility Service Partners Private Label, Inc. (USP), d/b/a Service Line Warranties of America offers a program to service, repair, or replace broken underground lines for residents who purchase the coverage; and

WHEREAS USP will create a citizen solicitation letter at no cost to the City, if the City will authorize entry of a contract between USP and the City, which authorizes the use of City artwork and related addresses with City of Sherwood approval of a Solicitation letter;

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

Section 1. The Mayor is authorized to enter a contract with Utility Service Partners Private Label, Inc. (USP), d/b/a Service Line Warranties of America authorizing the creation of a citizen solicitation letter, using City artwork, addresses, and other necessary information indicating City approval of the warranty program.

Section 2. The Mayor is authorized to approve the solicitation letter and help USP obtain necessary information regarding addresses of eligible residents.

Section 3. Implementation of the program will be at no cost to the City of Sherwood, Arkansas.

ADOPTED on this ____ day of **July 2014**.

Virginia R. Hillman, Mayor

ATTEST:

Angela Nicholson, City Clerk

SEWER AND WATER LINE MARKETING LICENSE AGREEMENT BETWEEN THE CITY OF SHERWOOD, ARKANSAS, AND UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA

This SEWER AND WATER LINE MARKETING LICENSE AGREEMENT ("Agreement") entered into as of [_____, 20__] ("Effective Date"), by and between the City of Sherwood, Arkansas ("City"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("SLWA"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners ("Residential Property Owner"); and

WHEREAS, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty ("Warranty"); and

WHEREAS, SLWA is the administrator of the National League of Cities Service Line Warranty Program and has agreed to provide the Warranty to Residential Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

AGREEMENT

- 1. Purpose.** City hereby grants to SLWA the right to offer the Warranty to Residential Property Owners subject to the terms and conditions herein.
- 2. Grant of License.** City hereby grants to SLWA a non-exclusive license ("License") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising, all at SLWA's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of SLWA during the term of this Agreement.

3. **Term.** The term of this Agreement ("Term") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("Renewal Term") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that SLWA is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to SLWA of such breach, if said breach is not cured during said thirty (30) day period. SLWA will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate. During the Term, SLWA shall conduct a Spring and Fall campaign each year in accordance with the schedules set forth in Exhibit A. The pricing for each such campaign shall be in accordance with Exhibit A attached hereto.

4. **Consideration.** As consideration for such license, SLWA will pay to City a License Fee of Fifty-Cents (\$.50) for each month a Warranty shall be in force (and for which payment is received by SLWA) for a Residential Property Owner ("License Fee") during the term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term and any Renewal Term, due and payable on January 30th of the succeeding year. Each License Fee payment herein shall be paid within thirty (30) days after it becomes due. SLWA shall include with each License Fee payment to City a statement signed by an SLWA corporate officer certifying the calculation of the License Fee. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of SLWA's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Indemnification.** SLWA hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "Indemnitee") harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs (individually or collectively, "Claim"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the SLWA or its officers, employees, contractors, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, the SLWA or its officers, its employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

6. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is

received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Virginia Hillman
City of Sherwood
2199 E Kiehl Ave
Sherwood, AR 72120-3129
Phone: (501) 835-6620

To: SLWA:
ATTN: Vice President, Business Development
Utility Service Partners Private Label, Inc.
11 Grandview Circle, Suite 100
Canonsburg, PA 15317
Phone: (724) 749-1003

7. **Modifications or Amendments/Entire Agreement.** Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

8. **Assignment.** This Agreement and the License granted herein may not be assigned by SLWA without the prior written consent of the City, such consent not to be unreasonably withheld.

9. **Counterparts/Electronic Delivery.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

10. **Choice of Law/Attorney Fees.** The governing law shall be the laws of the State of Arkansas. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

11. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

SEWER AND WATER LINE MARKETING LICENSE AGREEMENT BETWEEN THE CITY OF SHERWOOD AND UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA

CITY OF SHERWOOD

By: _____

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

By: _____

Brad H. Carmichael, Vice President

By: _____

Edwin F. Westfield, III, Chief Financial Officer

Exhibit A
NLC Service Line Warranty Program
City of Sherwood, AR
Term Sheet
June 10, 2014
(Term Sheet valid for 90 days)

- I. Term of agreement
 - a. Initial term
 - i. Three years guaranteed (total of 6 campaigns)
- II. Annual royalty – \$0.50 per month per paid warranty contract
 - a. City logo on letterhead, advertising, billing, and marketing materials
 - b. Signature by City official
- III. Products offered
 - a. External sewer line warranty
 - b. External water line warranty
- IV. Scope of Coverage
 - a. External sewer line warranty
 - i. Scope is from the city main tap until line daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]
 - b. External water line warranty
 - i. Scope is from the meter and/or curb box until it daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]
- V. Marketing Campaigns – two seasonal campaigns per year (Spring and Fall)
 - a. 2014 Fall - Sewer
 - b. 2015 Spring - Water
 - c. 2015 Fall - Sewer
 - d. 2016 Spring - Water
 - e. 2016 Fall - Sewer
 - f. 2017 Spring - Water
- VI. Campaign Pricing
 - a. Sewer
 - i. Year 1 - \$7.75 per month; \$88.00 annually
 - ii. Year 2 - \$7.75 per month; \$88.00 annually (subject to annual review)
 - iii. Year 3 - \$7.75 per month; \$88.00 annually (subject to annual review)
 - b. Water
 - i. Year 1 - \$5.75 per month; \$64.00 annually
 - ii. Year 2 - \$5.75 per month; \$64.00 annually (subject to annual review)
 - iii. Year 3 - \$5.75 per month; \$64.00 annually (subject to annual review)

SEWER AND WATER LINE MARKETING LICENSE AGREEMENT BETWEEN THE CITY OF SHERWOOD, ARKANSAS, AND UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA

This SEWER AND WATER LINE MARKETING LICENSE AGREEMENT ("Agreement") entered into as of [_____, 20__] ("Effective Date"), by and between the City of Sherwood, Arkansas ("City"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("SLWA"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners ("Residential Property Owner"); and

WHEREAS, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty ("Warranty"); and

WHEREAS, SLWA is the administrator of the National League of Cities Service Line Warranty Program and has agreed to provide the Warranty to Residential Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

AGREEMENT

1. **Purpose.** City hereby grants to SLWA the right to offer the Warranty to Residential Property Owners subject to the terms and conditions herein.
2. **Grant of License.** City hereby grants to SLWA a non-exclusive license ("License") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising, all at SLWA's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of SLWA during the term of this Agreement.

3. Term. The term of this Agreement ("Term") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("Renewal Term") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that SLWA is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to SLWA of such breach, if said breach is not cured during said thirty (30) day period. SLWA will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate. During the Term, SLWA shall conduct a Spring and Fall campaign each year in accordance with the schedules set forth in Exhibit A. The pricing for each such campaign shall be in accordance with Exhibit A attached hereto.

4. Indemnification. SLWA hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "Indemnatee") harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs (individually or collectively, "Claim"), which an Indemnatee may suffer or which may be sought against or are recovered or obtainable from an Indemnatee, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the SLWA or its officers, employees, contractors, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, the SLWA or its officers, its employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnatee notifies SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any Indemnatee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

5. Notice. Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Virginia Hillman
City of Sherwood
2199 E Kiehl Ave
Sherwood, AR 72120-3129
Phone (501) 835-6620

To: SLWA:
ATTN: Vice President, Business Development
Utility Service Partners Private Label, Inc.
11 Grandview Circle, Suite 100
Canonsburg, PA 15317
Phone: (724) 749-1003

6. **Modifications or Amendments/Entire Agreement.** Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.
7. **Assignment.** This Agreement and the License granted herein may not be assigned by SLWA without the prior written consent of the City, such consent not to be unreasonably withheld.
8. **Counterparts/Electronic Delivery.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.
9. **Choice of Law/Attorney Fees.** The governing law shall be the laws of the State of Arkansas. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.
10. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

SEWER AND WATER LINE MARKETING LICENSE AGREEMENT BETWEEN THE CITY OF SHERWOOD AND UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA

CITY OF SHERWOOD

By: _____

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

By: _____

Brad H. Carmichael, Vice President

By: _____

Edwin F. Westfield, III, Chief Financial Officer

Exhibit A
NLC Service Line Warranty Program
City of Sherwood, AR
Term Sheet
June 10, 2014
(Term Sheet valid for 90 days)

- I. Term of agreement
 - a. Initial term
 - i. Three years guaranteed (total of 6 campaigns)
- II. License Provisions
 - a. City logo on letterhead, advertising, billing, and marketing materials
 - b. Signature by City official
- III. Products offered
 - a. External sewer line warranty
 - b. External water line warranty
- IV. Scope of Coverage
 - a. External sewer line warranty
 - i. Scope is from the city main tap until line daylights inside home...of which includes the service line under the concrete floor. **[Note: If homeowner responsibility is different than this language, please advise.]**
 - b. External water line warranty
 - i. Scope is from the meter and/or curb box until it daylights inside home...of which includes the service line under the concrete floor. **[Note: If homeowner responsibility is different than this language, please advise.]**
- V. Marketing Campaigns – two seasonal campaigns per year (Spring and Fall)
 - a. 2014 Fall - Sewer
 - b. 2015 Spring - Water
 - c. 2015 Fall - Sewer
 - d. 2016 Spring - Water
 - e. 2016 Fall - Sewer
 - f. 2017 Spring - Water
- VI. Campaign Pricing
 - a. Sewer
 - i. Year 1 - \$7.25 per month; \$82.00 annually
 - ii. Year 2 - \$7.25 per month; \$82.00 annually (subject to annual review)
 - iii. Year 3 - \$7.25 per month; \$82.00 annually (subject to annual review)
 - b. Water
 - i. Year 1 - \$5.25 per month; \$58.00 annually
 - ii. Year 2 - \$5.25 per month; \$58.00 annually (subject to annual review)
 - iii. Year 3 - \$5.25 per month; \$58.00 annually (subject to annual review)

ORDINANCE NO.

AN ORDINANCE ACCEPTING THE TERRITORY COMMONLY KNOWN AS TRAMMEL ESTATES TO THE CITY OF SHERWOOD, ARKANSAS, ASSIGNING A TERRITORY TO A WARD; DECLARING AN EMERGENCY; AND OTHER PURPOSES

WHEREAS, a private petition for annexation to the City of Sherwood was filed with the Pulaski County Court,

WHEREAS, on May 29th, 2014, a Decree of Annexation was entered of record relative to the Petition for the subject property.

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

Section 1. The land and territory described in Exhibit "A" attached hereto and made a part of this Ordinance being contiguous with and adjoining the City of Sherwood, Arkansas, is hereby accepted into and made a part of the City of Sherwood, Arkansas. The above described territory shall be annexed and made a part of Ward 2 of the City of Sherwood and same shall henceforth be a part of that Ward as a fully and existing part of said Ward.

Section 2. Pursuant to the Decree of Annexation attached hereto is Exhibit "B" this annexation shall become effective as of the passage of this Ordinance.

Section 3. All areas which may hereunder may be included zoning jurisdiction of the City of Sherwood by annexation shall be covered by and subject to the requirements of the R1 single family residence district until such time as the Zoning District Map shall be amended to include areas in other zoning districts.

Section 3. The City Council hereby welcomes the new citizens to the City.

Section 4. All Ordinances or parts of Ordinances in conflict with this Ordinance are repealed to the extent of the conflict.

Section 5. This Ordinance being necessary for the immediate preservation of the peace and protection of the public health and welfare, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of this passage.

ADOPTED on this 21st day of **July 2014**.

Virginia R. Hillman, Mayor

ATTEST:

Angela Nicholson, City Clerk

APPROVED AS TO FORM:

Stephen Cobb, City Attorney

EXHIBIT A

CITY OF SHERWOOD, ARKANSAS ANNEXATION

PART OF THE SE¹/₄ NW¹/₄, SW¹/₄ NE¹/₄, NW¹/₄ SE¹/₄ AND NE¹/₄ SE¹/₄ OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 11 WEST, PULASKI COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NW¹/₄ SE¹/₄ SW¹/₄ NW¹/₄ OF SAID SECTION 16; THENCE NORTHERLY ALONG THE EAST LINE OF THE W¹/₂ E¹/₂ SW¹/₄ NW¹/₄, BEING ALSO THE PRESENT CITY LIMITS LINE OF SHERWOOD, ARKANSAS TO A POINT 100 FT. NORTH OF THE SOUTH LINE OF THE NE¹/₄ SW¹/₄ NW¹/₄, SAID SECTION 16; THENCE EASTERLY PARALLEL AND 100 FT. NORTH OF THE SOUTH LINE OF THE N¹/₂ S¹/₂ N¹/₂, SECTION 16, BEING ALSO THE PRESENT CITY LIMITS LINE, 500.25 FT. TO THE POINT OF BEGINNING; THENCE EASTERLY PARALLEL AND 100 FT. NORTH OF THE SOUTH LINE OF THE N¹/₂ S¹/₂ N¹/₂, SECTION 16, BEING ALSO THE PRESENT CITY LIMITS LINE, 2169.35 FT. TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ROUND TOP ROAD; THENCE S42°57'00"W ALONG SAID NORTH RIGHT-OF-WAY LINE, 143.65 FT.; THENCE N88°46'00"W, 581.00 FT.; THENCE S46°00'00"E, 228.76 FT.; THENCE S42°57'00"W, 485.13 FT.; THENCE N56°23'00"W, 34.42 FT. THENCE N74°22'00"W, 126.50 FT.; THENCE S46°06'00"W, 152.80 FT.; THENCE S45°12'00"E, 182.15 FT.; THENCE S48°16'00"W, 25.00 FT.; THENCE N45°12'00"W, 135.00 FT.; THENCE S46°43'00"W, 435.78 FT.; THENCE N45°00'00"W, 1318.90 FT. TO THE NORTHEAST CORNER OF THE SE¹/₄ SW¹/₄ NW¹/₄, SAID SECTION 16; THENCE S89°24'00"E ALONG THE SOUTH LINE OF THE N¹/₂ S¹/₂ N¹/₂, SAID SECTION 16, 171.64 FT.; THENCE N00°17'31"W, 100.00 FT. TO THE POINT BEGINNING ALONG WITH ALL ADJACENT AND ABUTTING STREETS AND RIGHTS OF WAY, CONTAINING 25.54 ACRES MORE OR LESS.

EXHIBIT B

IN THE COUNTY COURT OF PULASKI COUNTY

**IN THE MATTER OF ANNEXING TO THE CITY
OF SHERWOOD, ARKANSAS, CERTAIN TERRITORY
CONTIGUOUS TO THE SAID CITY OF
SHERWOOD, ARKANSAS**

FILED 05/29/14 16:00:27
Larry Crane Pulaski Circuit Clerk

DECREE OF ANNEXATION

On this the regular day of the regular term of the County Court of Pulaski County, Arkansas, there is presented to the Court by the Petitioners herein and a Petition for Annexation of certain territory hereafter more particularly described to the City of Sherwood, Arkansas and the Court being fully advised of the facts and the law does hereby find, judge and decree as follows:

The Court finds that a Petition was filed and more than thirty (30) days prior to this date and in said Petition the said Stephen Cobb, City Attorney, was elected by the Petitioners who act on their behalf by filing and presenting the Petition. The Court further finds that notice on the hearing on this matter was published one time a week for three (3) consecutive weeks as required by ACA 14-40-602. The Court finds that a majority of the total number of real estate owners in the affected area by this Petition has signed said Petition and that such majority owns more than one half (1/2) of the acreage affected. The Court further finds that the territory site to be annexed was accurately described in said Petition and said territory is contiguous to the boundaries of the City of Sherwood, Arkansas. The Court further finds that the attached to and made a part of said Petition is an accurate map of the territory sought to be annexed to the City of Sherwood. The Court further finds that the prayer of the Petition is right and proper.

Therefore, the Court hereby orders, judges and decrees that the following described property be and same is hereby annexed to be made a part of the City of Sherwood, Arkansas to-wit see attachment "A" and the Court further orders that the original papers in this cause be delivered to the Clerk of the Pulaski County, Arkansas same to be properly recorded for the records of Pulaski County, Arkansas and the Clerk after properly recording and filing the original papers prepare transcripts of same and one of the certified transcripts to be delivered to the City of Sherwood, Arkansas, one copy to the Secretary of State and one copy to the director of tax division of the Arkansas Public Service Commission.

EXECUTED THIS THE 20th DAY OF MAY, 2014.

A handwritten signature in black ink, appearing to read "Buddy Villines", written over a horizontal line.

Buddy Villines
Pulaski County Judge

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROPRIATION OF \$12,000 FROM THE GENERAL FUND BUDGET; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the City of Sherwood has discovered a sink hole in the front yard and under the driveway at 1023 South Claremont Avenue. Upon inspection it has been determined that the sinkhole is directly above an abandoned storm drain. It is necessary to uncover the storm drain and stabilize the area to minimize damage to the property.

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

Section 1. This ordinance shall appropriate an additional \$12,000 from the General Fund Budget to allow the City to repair a sinkhole at 1023 South Claremont Avenue.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. Now, therefore, an emergency is hereby declared to exist; and this ordinance, being necessary for the orderly development, shall take effect and be in force immediately upon its passage and approval.

ADOPTED on this ____ day of **July 2014**.

Virginia R. Hillman, Mayor

ATTEST:

Angela Nicholson, City Clerk

APPROVED AS TO FORM:

Stephen Cobb, City Attorney

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SHERWOOD, ARKANSAS AND PULASKI COUNTY, ARKANSAS FOR THE CITY'S CONTRIBUTION FOR THE CONTINUED OPERATION AND UTILIZATION BY THE CITY OF THE PULASKI COUNTY REGIONAL DETENTION FACILITY

Whereas; The current agreement between the City and Pulaski County regarding the services offered to the City for the use of the Pulaski County Regional Detention Facility and the annual contribution by the City will expire on December 31st, 2014, and

Whereas; a continuation of the cooperative agreement between the City and County is considered to be in the best interests of the Citizens of Sherwood, and

Whereas; The County has requested an increase in the City's annual contribution of approximately 5%, and

Whereas, the City and County are in process of finalizing language for the new agreement;

Now therefore be it resolved by the City Council of Sherwood, Arkansas;

The Mayor shall be authorized to execute an agreement between the City and Pulaski County regarding the continued utilization by the City of the Pulaski County Regional Detention Facility at an annual contribution not to exceed \$135,000.00 per year.

ADOPTED on this ___ day of **July 2014**.

Virginia R. Hillman, Mayor

ATTEST:

Angela Nicholson, City Clerk

APPROVED AS TO FORM:

Stephen Cobb, City Attorney

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this _____ day of _____, _____ by and between Pulaski County, Arkansas (County) and the City of Sherwood (City) pursuant to the authority of ARK. CODE ANN. §25-20-101 *et seq.*, and will become binding on all parties upon ratification by the Quorum Court of Pulaski County and the governing body of the City.

WITNESSETH:

That the County and City entered into a Memorandum of Agreement executed February 15, 1990 and an Amendment to Memorandum of Agreement executed September 10, 1990, concerning the costs of operating a regional jail facility by the County. That Agreement expires this year. The County and City wish to have this Memorandum of Agreement replace and render moot all previous Agreements.

WHEREAS, the County recognizes that it has a responsibility to maintain and operate detention facilities (hereinafter "jail"); and,

WHEREAS, the City acknowledge the shortage of operational revenues of Pulaski County due to increases in the numbers of detainees in the facility and the continuously rising costs associated with operations; and,

WHEREAS, the County and City acknowledge the need for a strong and economically viable jail in the area; and,

WHEREAS, the County has committed its maximum tax resources available to the construction and operation of the regional jail to serve the County and City; and,

WHEREAS, the City and the County desire to enter into a contractual agreement

whereby City funds are made available to the County to assist in the operation of a regional jail.

IT IS THEREFORE hereby agreed that:

Section 1. Payments. To help defray operation costs of the jail, the City agrees to pay \$133,409.00 in year one. (a five-percent (5%) increase over current contribution).

Section 2. Annual increases. In following years, the amount to be provided by the City set out in Section 1 will be increased by an amount equal to the Consumer Price Index as contained in the Bureau of Labor Statistics for the previous year but, in any event, not to exceed 3% per annum.

Section 3. The payments identified above shall commence in January 2015.

Section 4. When the facility is open and accepting new inmates, the County will notify the City who will transport any arrestee awaiting a jail bed.

Section 5. Any arrestee in need of emergency medical treatment will receive said treatment before being brought to the facility.

Section 6. If the City fails to ratify this agreement, the County may, at its option, enter into agreements with respect to any other municipalities within the county.

Section 7. The duration of this agreement shall be five (5) years, subject to extension by agreement of the parties.

Section 8. Notwithstanding anything contained in this Agreement to the contrary, if the City fails to appropriate funds for subsequent periods within the term of this Agreement, the City shall not be obligated to make payments beyond the then-current

fiscal appropriation period provided that once an appropriation is made, the City is obligated to provide funds for that appropriation period and the County is obligated to house the City's prisoners for that period to the extent required by Ark. Code Ann. §12-41-503. All payments made, or scheduled to be made, pursuant to the previous interlocal agreement between the parties hereto for the 2014 calendar will not subject the individual city to the daily rate set out herein as long as all outstanding payments are made for the 2014 calendar year.

Section 9. In the event there is a significant increase in jail revenue from sources other than the County or City, then the parties may enter into negotiations concerning the amount of payments contemplated in Sections 1 and 2.

The parties have executed this Agreement this ____ day of _____, 2014.

Pulaski County Judge

Mayor of the City of Sherwood

ATTEST:

Pulaski County Circuit/County Clerk

Sherwood City Clerk

ORDINANCE NO. _____

AN ORDINANCE APPROPRIATING GRANT MATCHING FUNDS FOR THE PHASE TWO PORTION OF THE ROUND TOP RESTORATION; AND FOR OTHER PURPOSES

WHEREAS, The second grant portion has been received regarding the restoration of the structure commonly referred as the "Round Top", and

WHEREAS, The City is required to appropriate matching funds to the Grant proceeds, and

WHEREAS, In addition to the grant proceeds the City has received donations to offset a portion of the City's matching requirement.

Now Therefore be it Ordained by the Sherwood Arkansas City Council:

Section 1. The Phase Two Matching amount due from the City of Sherwood is \$39,000.00. The City has received the sum of \$6,000.00 from donations given to the restoration project.

Section 2. The sum of \$33,000.00 is hereby appropriated as the required City Contribution of the Grant Matching Funds. The balance remaining will be paid from the project donations.

ADOPTED on this ___ day of **July 2014**.

Virginia R. Hillman, Mayor

ATTEST:

Angela Nicholson, City Clerk

APPROVED AS TO FORM:

Stephen Cobb, City Attorney