

RESOLUTION NO. 2016-____

**A RESOLUTION BY THE CITY TO ENTER INTO AN AGREEMENT DETERMINING
SEWER LINE UPGRADE COST SHARE**

WHEREAS, the City of Prairie Grove maintains a sewer line running through the Hudson Heights Subdivision; and

WHEREAS, the City will eventually need to upgrade said sewer line; and

WHEREAS, the subdivision developer also desires for the sewer line to be upgraded now; and

WHEREAS, it is in the best interest of the City of Prairie Grove to enter into this cost-sharing agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF PRAIRIE GROVE, ARKANSAS:**

That the City Council hereby approves the attached cost-sharing agreement and authorizes the Mayor and Clerk/Treasurer to affix their names binding the City to the agreement.

PASSED AND APPROVED on this 20th day of June 2022.

APPROVED:

ATTEST:

Sonny Hudson, Mayor

Christine Kelly, Clerk

SANITARY SEWER IMPROVEMENT COST SHARE AGREEMENT

This Sanitary Sewer Improvement Cost Share Agreement (the “Agreement”) is entered into as of this _____ day of June 2022, by and between the City of Prairie Grove, Arkansas (the “City”) and Riggins Commercial Construction & Development, Inc. and/or its respective assigns (the “Developer”). The City and the Developer are sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Developer intends and desires to develop property for residential use in Hudson Heights Subdivision in Prairie Grove, Arkansas, as is more particularly shown on **Exhibit A** attached hereto (the “Property”); and

WHEREAS, in order for the City to provide adequate sanitary sewer services to the Property, the existing sewer gravity lines, which would otherwise service the Property, will need to be improved and upgraded in size from the existing 15” sewer main lines to 21” sewer main lines (the “Improvements”); and

WHEREAS, the approximate areas in which the Improvements will take place are shown on the red outlined area of Exhibit A; and

WHEREAS, the City has engaged professional engineering services to design the Improvement which Developer will follow in substantial conformity, as set forth in the plans and specifications attached hereto as **Exhibit B**; and

WHEREAS, the City desires that the Improvements be made so that it has the capacity to provide sanitary sewer service to not only the Property, but also to provide necessary capacity for other future development and sewer capacity needs; and

WHEREAS, to facilitate and assist with funding the Improvements, the City agrees to share with Developer in the cost of the construction of the Improvements, as set forth more particularly below.

NOW THEREFORE, in exchange for the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of them, the Parties do hereby agree as follows:

1. The City agrees and covenants that it shall be solely responsible for the design of the Improvements. Developer is responsible for actually performing the Improvements in substantial conformity with the plans and specifications as shown on Exhibit B. Further, the City shall make sanitary sewer available to the Property in such capacity and function as to fully service the anticipated unit density of the development.
2. To assist and facilitate the construction of the Improvements, the City agrees to pay to Developer a total fee in the sum of \$193,263.86.
3. Payment of fees contemplated by this Agreement to Developer from the City shall be made within 30 days of a fully executed contract.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the day and year first above written.

CITY:

CITY OF PRAIRIE GROVE, ARKANSAS

By: _____
Charles (Sonny) Hudson, Mayor

Attest:

Christine Kelly, City Clerk

DEVELOPER:

RIGGINS COMMERCIAL CONSTRUCTION & DEVELOPMENT, INC.

By: _____
Kevin Riggins, President