

RESOLUTION NO. 67

WHEREAS the corporate boundary between the Cities of Springdale and Tontitown is situated along a portion of Jones Road which in turn is situated along a portion of the western boundary of the Har-Ber Meadows Development; and

WHEREAS in order for Jones Road to be designed, constructed and maintained, an agreement is needed between the Cities of Springdale and Tontitown to specify the responsibility of each party; and

WHEREAS an agreement titled *Design, Construction and Maintenance Agreement for Jones Road* is attached hereto and made a part of this resolution:

NOW THEREFORE be it resolved by the city council of Tontitown, Arkansas that the attached agreement is hereby approved and further that the mayor and recorder are hereby authorized to execute said attached agreement.

Passed and adopted this 3<sup>rd</sup> day of September, 1996.

Freddie P. Taldo  
Mayor Freddie Taldo

ATTEST:

Frances Franco  
Frances Franco, Recorder

**DESIGN, CONSTRUCTION AND MAINTENANCE AGREEMENT  
for  
JONES ROAD**

This agreement by and between the City of Springdale, Arkansas and the City of Tontitown, Arkansas is entered into this \_\_\_\_ day of \_\_\_\_\_, 1996.

WHEREAS the corporate boundary between the City of Springdale and the City of Tontitown is situated along Jones Road which in turn is situated along the western most boundary of the Har-Ber Meadows Development; and

WHEREAS the City of Springdale and the City of Tontitown presently share the responsibility of maintaining that portion of Jones Road where the two entities share a common corporate boundary; and

WHEREAS the developers of the Har-Ber Meadows Development are required by City of Springdale ordinance to widen the eastern side of Jones Road to comply with City of Springdale regulations; and

WHEREAS in order that Jones Road be designed, constructed and maintained, an agreement is needed to specify the responsibilities of each party.

NOW THEREFORE be it resolved that the City of Springdale and the City of Tontitown agree to the following:

**SECTION I: Design of Streets**

The City of Springdale is hereby authorized to represent the City of Tontitown in the design and construction process with the following understanding by both parties.

- A. Both parties agree that the ultimate planned width of Jones Road should be 38' 0" as measured from back of curb to back of curb and that phased construction of the street should provide for a crown at the centerline of the ultimate street width and further that the entire street width shall be of uniform design in accordance with design criteria as determined by the City of Springdale. The City of Tontitown agrees to the extent possible to require developers to widen the street, and construct concrete curb and gutter and required storm sewers, to the ultimate width and pavement section in accordance with *Exhibit A* (attached hereto and made a part of this agreement) as development occurs along the west side of the street presently or in the future.
- B. The existing paved portion of Jones Road will not be removed but rather the full width of the existing paved area will be upgraded by the addition of overlays of hot-mixed hot-laid asphaltic concrete.

The City of Springdale will determine the structural strength (structural number) that the design engineer shall use in designing the overlay of the existing pavement as well as the portion to be widened. The design engineer will to the extent possible select a design that will provide for a uniform structural number for the full width of the improved street. The final design will be subject to approval by the City of Springdale.

- C. During the initial construction phase, the western edge of the existing paved area will remain at its present location, therefore, all widening of the street at this time will occur on the east side of the road. The design of the road for initial construction will include a standard curb and gutter along the east side and there will be an initial total width of not less than 28 feet 0 inches including curb and guttering and pavement. The crown of the street shall be designed 19' 0" from the back of the curb along the east side of the initial construction as shown on *Exhibit A*.
- D. All design work for the initial construction shall be at the expense of Har-Ber Meadows Development Company. Neither the City of Springdale nor the City of Tontitown will incur expenses related to design..

## **SECTION II: Initial Construction**

The City of Springdale will represent Tontitown's interest during the construction process to ascertain that the street has been constructed in accordance with the approved plans and specifications.

The expense of the initial construction phase including engineering and inspection will be the responsibility of Har-Ber Meadows Development Company. Neither the City of Springdale nor the City of Tontitown will incur expenses related to the initial construction phase.

## **SECTION III: Maintenance**

- A. **Minor Repairs** - Both parties agree that the City of Springdale shall be responsible for the management of the maintenance of the entire width of the street upon completion and acceptance of the initial construction. In addition, the City of Springdale through its street department shall either conduct the needed repairs with its own forces and equipment or arrange for private contractors to perform the work. Each parties share of the expense associated with maintenance shall be determined as hereinafter set out.

As shown on *Exhibit A*, the City of Springdale shall be responsible for expenses related to repairs required for the eastern 19 feet 0 inches of the initial construction and the City of Tontitown is responsible for expenses associated with that portion of the initial construction that lies west of the east 19 feet 0 inches. Initially, the City of Tontitown's responsibility will include approximately nine to ten feet of paved

surface. In the future, should the street be widened along the western side, then Tontitown's responsibility shall expand to include the expanded improvements.

Prior to undertaking repairs along the street, the City of Springdale agrees to inspect the sites of the needed repairs with a representative of the City of Tontitown and inform said representative of Tontitown's estimated cost share.

- B. **Major Street Rehabilitation** - At some point in the future, in order to maintain the structural integrity of the street, major rehabilitation work will be required. Prior to undertaking rehabilitation of the street, the City of Springdale and the City of Tontitown will negotiate the scope of the work to be accomplished, the estimated cost of the work, the year in which the work will be undertaken and the estimated cost share for each city. When the above factors have been agreed to, the City of Springdale shall make all arrangements necessary to cause the work to be completed.

Approved by Resolution No. \_\_\_\_\_ adopted by the \_\_\_\_ day of \_\_\_\_\_ 1996  
by the city council of the City of Springdale, Arkansas.

\_\_\_\_\_  
Mayor Charles McKinney

ATTEST:

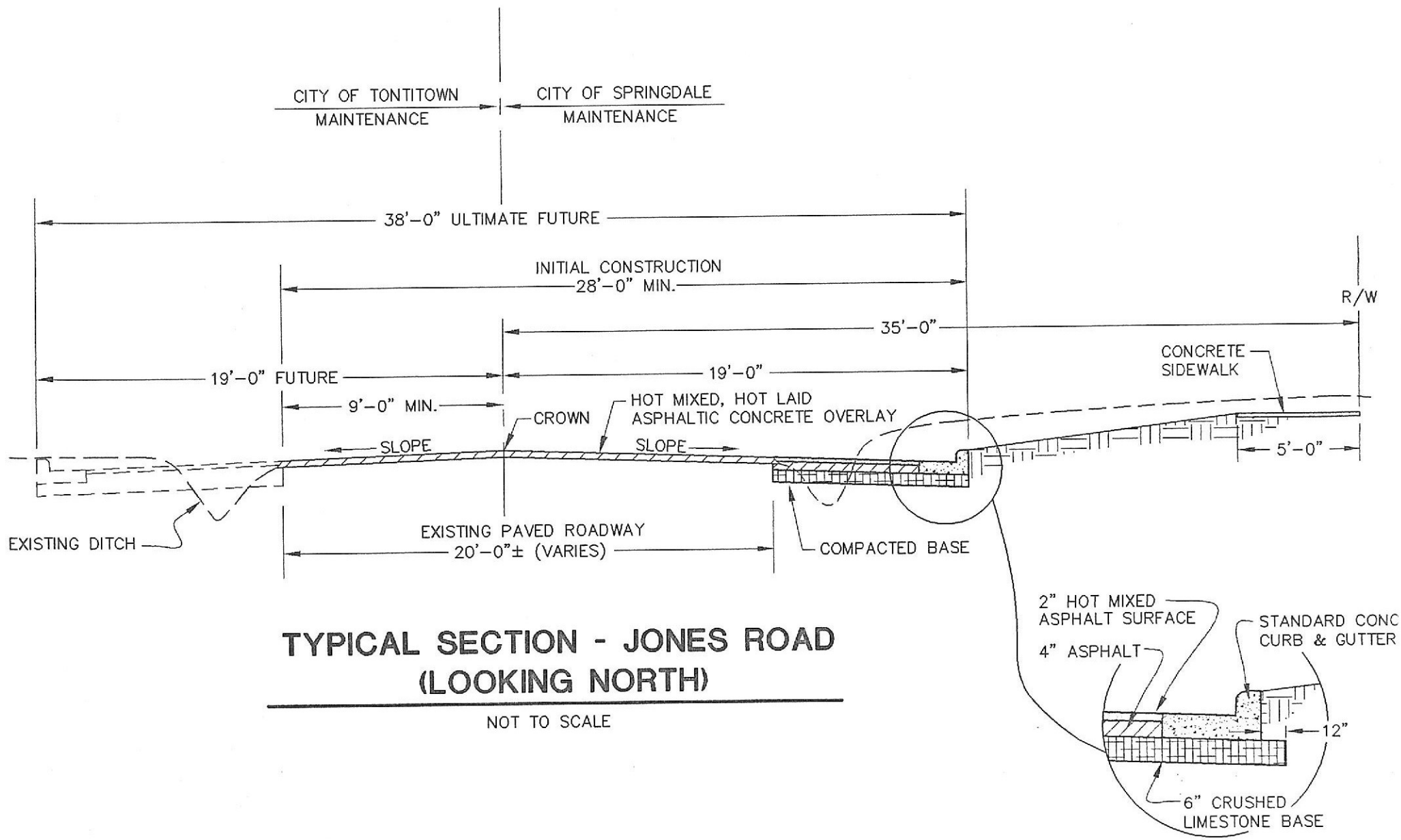
\_\_\_\_\_  
Denise Pearce, City Clerk

Approved by Resolution No. 67 adopted by the 3<sup>rd</sup> day of September 1996  
by the city council of the City of Tontitown, Arkansas.

Freddie P. Taldo  
Mayor Freddie Taldo

ATTEST:

Frances Franco  
Frances Franco, Recorder



TO ACCOMPANY AGREEMENT  
DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 1996.

- EXHIBIT A -  
TO JONES ROAD AGREEMENT  
BETWEEN SPRINGDALE & TONTITOWN