

City of Fayetteville Staff Review Form

2021-0810

Legistar File ID

11/2/2021

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Tim Nyander

10/13/2021

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of an agreement between Washington Water Authority and the City of Fayetteville to provide usage information for Washington Water Authority's water customers utilizing the City's sewage system.

Budget Impact:

N/A	N/A
Account Number	Fund
N/A	N/A
Project Number	Project Title
Budgeted Item? <u> No </u>	Current Budget \$ -
	Funds Obligated \$ -
	Current Balance \$ -
Does item have a cost? <u> No </u>	Item Cost \$ -
Budget Adjustment Attached? <u> No </u>	Budget Adjustment \$ -
	Remaining Budget \$ -

V20210527

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF NOVEMBER 2, 2021

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff

FROM: Tim Nyander, Utilities Director

DATE: October 13, 2021

SUBJECT: Washington Water Authority/City of Fayetteville Meter Reading Agreement

RECOMMENDATION:

Staff recommends approval of an agreement between The Washington Water Authority (Authority) and The City of Fayetteville (City) to provide usage information for the Authority's water customers utilizing the City's sewer system.

BACKGROUND:

There are approximately 35 City of Fayetteville sewer service accounts that are connected to Washington Water Authority for water service. These customers are located outside Fayetteville's city limits, but still within the City's sewer service area.

DISCUSSION:

The City shall provide the Authority with a list of those Authority water customers utilizing City's sewer system and shall update the list periodically. The City will bill these customers for sewage usage based on the water usage reports provided by the Authority. If a customer is more than 30 days delinquent in making payment for sewer services, and has been sent notice of termination, the Authority shall disconnect water service to such customers until such sewage usage fees have been paid.

BUDGET/STAFF IMPACT:

The City will pay the Authority \$2.50 per customer per month, for each usage reading on customers utilizing the Authority's water service and the City's sewer service. This charge will be a pass-through to the affected customer.

Attachments:

Services Agreement

SERVICES AGREEMENT
BETWEEN
THE CITY OF FAYETTEVILLE, ARKANSAS
AND
THE WASHINGTON WATER AUTHORITY

This agreement made and entered into this day ____ of November, 2021, by the City of Fayetteville, Arkansas, hereafter designated as the City, and the Washington Water Authority hereinafter designated as the Authority.

Whereas, the City and Authority have this date mutually agreed that the Authority should provide usage information for the Authority's water customers utilizing the City's sewage system and the City shall pay for the services performed under the terms and conditions established by this agreement.

Whereas, the City and Authority have this date mutually agreed that the City shall pay \$2.50 per City Sewer Customer (defined below) per month for providing usage information under the terms and conditions of this agreement.

I. Authority Duties:

a. Preparation of Usage Reports

- i. The Authority shall prepare reports of monthly water usage for Authority water customers who utilize the City's sewage system.
 - ii. The Authority shall transmit such reports to the City between the 15th and 20th day of every month for the prior month's water usage
- b. When properly notified of customers who have failed to pay their sewage usage fees to the City pursuant to A.C.A. §14-229-103, the Authority shall disconnect water service to such customers until such sewage usage fees have been paid.

II. City Duties:

1. The City shall provide the Authority with a list of those Authority water customers utilizing City's sewer system and shall update said list on a regular basis ("City Sewer Customers").
2. The City shall be responsible for billing customers for sewage usage and for the collection of sewage use charges, based on the water usage reports provided by the Authority, and shall additionally be responsible for all delinquent account collection phone calls and/or mailings.
3. In accordance with A.C.A. §14-229-103, the City may notify the Authority of customers who have failed to pay their sewage usage fees to the City.
4. With regard to any delinquent sewer system customer, the City shall certify to the Authority that the specified customer is more than 30 days delinquent in making payment for sewer services, and has been sent notice of termination of water service should said account not be paid.
5. The City shall be responsible for sending termination notices to delinquent sewer customers.

6. The City will pay the sum of \$2.50 per City Sewer Customer per month to the Authority for providing such usage reports.

III. Agreement Approval and Termination:

1. This agreement is subject to approval of by the City Council for the City of Fayetteville, Arkansas and the Washington Water Authority Board of Directors.
2. The term of this agreement shall be for a period of the remainder of the year expiring on December 31. It shall automatically renew each year for one (1) additional calendar year unless on or before 90 days prior to the expiration of the current term either party shall give the other party written notice of that party's termination of the Agreement.
3. This agreement may be reviewed and modified for cost and performance items at the end of the first six (6) month period and each one (1) year period thereafter.
4. If through any cause, the Authority or City shall fail to fulfill in a proper and timely manner its obligations under this agreement, the Authority or City shall have the right to terminate this agreement by giving written notice of such termination and specifying the effective date thereof, at least 60 days prior to the effective termination date.

For the CITY:
Fayetteville, Arkansas

For the AUTHORITY:
Washington Water Authority

By: _____
Mayor

By: _____
Randy Odglen, Chairman

Date: _____

Date: _____

ATTEST:

City Clerk