

ORDINANCE NO. O-98-64

AN ORDINANCE EMPLOYING THE CONWAY CORPORATION TO OPERATE THE TRAFFIC LIGHT SYSTEM IN THE CITY OF CONWAY, ARKANSAS; ESTABLISHING THE DUTIES AND RESPONSIBILITIES OF SAID CORPORATION; AND FOR OTHER PURPOSES.

WHEREAS, the traffic light system, heretofore constructed and to be constructed in the future in the City of Conway, Arkansas is owned by the City of Conway ("City,"); and

WHEREAS, the Conway Corporation, an Arkansas nonprofit corporation ("Corporation") has heretofore acquired and will hereafter acquire, at the expense of the City, all materials, equipment, labor, management and engineering necessary to properly maintain, repair, construct, reconstruct and operate the Traffic Light System and has, at the City's request, heretofore performed such services in a proper, efficient and satisfactory manner for an extended period of time and has indicated its willingness to assume the full responsibility for operating such system;

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

SECTION 1. DEFINITION. The Traffic Light System shall include all electrically activated devices for the control of vehicular and pedestrian traffic upon all streets, alleys, sidewalks, highways and other public ways within the corporate limits of the City of Conway, Arkansas, excepting, however, those lights, barricades and devices erected on and along the right-of-way of Union Pacific Railroad for the control of traffic on public thoroughfares crossing such railroad right-of-way.

SECTION 2. The City does hereby approve, ratify and affirm all acts, deeds and things heretofore done or performed by the Corporation in operating, managing, maintaining, repairing, constructing and reconstructing the City's Traffic Light System.

SECTION 3. The City authorizes and requests the Corporation to continue to undertake and assume full responsibility of and for the entire construction of improvements to and the operation of the Traffic Light System, and grants to the Corporation the exclusive right so to do, subject to the lawful directions of the City and the laws of Arkansas, and under the following conditions:

- A. The Corporation shall perform, or shall secure the performance of, all maintenance, repair, design, construction, reconstruction or other work upon all portions of said Traffic Light System, when directed, in writing, by the Mayor of the City (the "Mayor") and in a prudent and efficient manner.
- B. The Corporation shall acquire all traffic light signals, controllers, activators, supports, appurtenances thereto and any materials required for traffic lights which may be required by the directions of the Mayor, and for replacement parts and repair

thereto, and the City shall pay for all of the same. The Corporation shall install, operate and maintain all signals, controllers, supports, activators and appurtenances which are connected with the Traffic Light System operated by the Corporation, and shall furnish electric service to the same without charge where connected to the Corporation's electric distribution system.

- C. The Corporation at the written direction of the Mayor shall set the timing and sequence controls for such Traffic Light Systems. Traffic light timing sheets shall be sent by the Corporation to the Mayor and the Mayor will sign the timing sheet and return it to the Corporation prior to the timing being set on a traffic light.
- D. Upon a written request from the Mayor, the Corporation shall perform, or shall secure the performance of, all maintenance, repair, design, construction, reconstruction or other work required for a Looped Traffic Control System on a part or all of the City's Traffic Light System. The Looped Traffic Control System shall be operated and maintained by the Corporation. The Loop Traffic Control center shall be located as determined by Corporation.

SECTION 4. The Corporation is hereby granted the exclusive right and privilege during the term of this franchise and contract to place, maintain, construct and operate the Traffic Control System and all components thereof in, on, over, through and under the streets, alleys, avenues, sidewalks, highways and public grounds of the City and is hereby granted the right of ingress and egress for the purposes aforesaid.

SECTION 5. The term of this franchise and contract shall expire on May 31, 2009.

SECTION 6. The Corporation shall accept this contract in writing within thirty (30) days after the passage and publication, where upon the same shall be in full force and effect from the date of its passage and publication.

PASSED this 23rd day of June 1998.

APPROVED:

David A. Lerley
MAYOR

ATTEST:

Martha Hartwick
CITY CLERK

JMI HARRIS & ASSOCIATES

CERTIFICATE OF RECORD

STATE OF ARKANSAS,

County of Faulkner SS.
I, SHARON RIMMER

Clerk of the Circuit Court and Ex-Officio
Recorder for the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the 30th day of June A.D. 1998 at 11:00 o'clock A M., and the same is now duly recorded, with the acknowledgment _____ and certificate _____ thereon, in Deed Record Book, Vol. 1998 Page 15237

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 1st day of July, A.D. 1998

By *Sharon Rimmer* Clerk.
Bolton Tallent Deputy Clerk.