

RESOLUTION NO. R-88-48

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONWAY,
ARKANSAS:

Section One. The City Council herewith concurs fully with a Memorandum of Understanding between the Vilonia Water Association and the Conway Corporation; a copy of which is attached to and herewith made a part of this Resolution.

Section Two. Recognizing that subterranean water is an undependable raw water source in this area, the City of Conway pledges its cooperation and assistance to the Vilonia Water Association in its efforts to obtain a dependable surface impoundment type raw water supply to serve the Vilonia Water Association consumers.

Date: 11-11-80

B. W. Light
Mayor

ATTEST:

Robert D. Dunn
Clerk-Treasurer

RESOLUTION OF COMMENDATION

WHEREAS, THE 1980 UNIVERSITY OF CENTRAL ARKANSAS BEARS FOOTBALL TEAM WON THE ARKANSAS INTERCOLLEGIATE CONFERENCE CHAMPIONSHIP WITH A PERFECT RECORD OF SIX WINS AND NO LOSSES; AND

WHEREAS, THE 1980 BEARS COMPILED THE BEST REGULAR-SEASON RECORD IN THE HISTORY OF THE UNIVERSITY OF CENTRAL ARKANSAS BY WINNING NINE GAMES AND LOSING NONE; AND

WHEREAS, THE 1980 BEARS RANKED No. 1 IN THE NATIONAL ASSOCIATION OF INTERCOLLEGIATE ATHLETICS FINAL REGULAR-SEASON POLL FOR THE FIRST TIME IN THE HISTORY OF THE UNIVERSITY OF CENTRAL ARKANSAS; AND

WHEREAS, THE 1980 BEARS ARE THE FIRST TEAM IN THE HISTORY OF THE ARKANSAS INTERCOLLEGIATE CONFERENCE TO MAKE THE NATIONAL ASSOCIATION OF INTERCOLLEGIATE ATHLETICS FOOTBALL PLAYOFFS THREE TIMES; AND

WHEREAS, THE 1980 BEARS AND THEIR COACHES, KEN STEPHENS, RONNIE KERR, PAUL SHARP, RICHARD MARTIN, LARRY SMITH, DAVE VOTH, TOM MCCONNAUGHEY AND CHUCK RAINEY HAVE BROUGHT UNPRECEDENTED HONOR TO THEMSELVES, THE UNIVERSITY OF CENTRAL ARKANSAS, THE CITY OF CONWAY, THE COUNTY OF FAULKNER AND THE STATE OF ARKANSAS.

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

WE COMMEND THE 1980 UNIVERSITY OF CENTRAL ARKANSAS BEARS FOOTBALL TEAM FOR ITS OUTSTANDING ACCOMPLISHMENTS AND URGE ALL CITIZENS TO TAKE COGNIZANCE OF THIS RESOLUTION.

PASSED THIS 25TH DAY OF NOVEMBER, 1980.

Bill Wright
BILL WRIGHT, MAYOR

Frank M Moix
ALDERMAN FRANK MOIX

Maurice Moix
ALDERMAN MAURICE MOIX

John W. Thompson
ALDERMAN JOHN THOMPSON

James Clark
ALDERMAN JAMES CLARK

Benton Sevier
ALDERMAN BENTON SEVIER

Harold Love
ALDERMAN HAROLD LOVE

Luke Gordy
ALDERMAN LUKE GORDY

Jim White
ALDERMAN JIM WHITE

Doris Nunn
DORIS NUNN, CLERK

MEMORANDUM OF UNDERSTANDING BETWEEN VILONIA WATER
ASSOCIATION AND THE CONWAY CORPORATION AS AGENT
FOR THE CITY OF CONWAY, ARKANSAS

1. It is herewith recognized that the Vilonia Water Association is in a state of emergency because its raw water supply has been depleted and has placed the Association in a posture of being unable to meet the needs of the area it serves.

2. The Conway Corporation has in the past and is at present allowing finished water to be taken from its system for use in the Vilonia system to assist in alleviating the Association's emergency needs. Said water has been and is at present removed from the Conway system through a fire hydrant and transported to the Vilonia system by tank truck.

3. Because of the protracted nature of the emergency, the cost of transporting water from one system to the other has become intolerable and the Association is desirous of transporting water from the Conway Water System to the Vilonia Water System at a reduced cost to the Association.

4. The portion of the Conway Water System that is most readily available to the Vilonia Water System is an 8-inch main in the vicinity of Brookfield Drive on Highway 64 East. This main is fed from one end only with no loop support beyond Gum Street (a distance of approximately two miles) and therefore is limited in its capacity and committed to serve a rather large area inside the city limits of Conway, including a significant business area as well as four residential subdivisions. Additional growth in this area is being accelerated by the construction of a new elementary school on Highway 286, immediately south of Highway 64 East.

5. Because of the commitments and limitations expressed in the preceding paragraph, Conway cannot commit any portion of the capacity of its water system on any basis other than that of an emergency nature and must maintain the right to discontinue the taking of water from this portion of the system at any point in time that it deems necessary. However, if taking of water from

the Conway System at the Highway 64-Brookfield Drive point of delivery is discontinued and capacity is available and surplus to the needs of Conway at the point of delivery now being used (Highway 64 and Gum Street intersection), the Association may be allowed to continue the taking of water into trucks, as is being done at present. This Memorandum outlines conditions for emergency service only and does not obligate the City of Conway to provide a supplemental or permanent water supply to the Vilonia Water Association.

6. The Association will provide a tank to be located on the north side of Highway 64 East at a location east of Brookfield Drive, but not in excess of 300 feet beyond the existing 8-inch main. Conway will install for temporary use a 2-inch meter and a 2-inch galvanized steel pipe service to deliver water to the top of said tank. The tank will be constructed in such a manner that it will overflow approximately 18 inches below the Conway delivery pipe to provide anti-siphon protection to the Conway system. It is the intent of Conway to provide temporary emergency service only, not to exceed a flow of 150 gallons per minute through this temporary service.

7. Because of the emergency and limited nature of this service, the Association will disallow the attachment of any additional consumers to its system during such time as the Association is taking water from the Conway system.

8. It is herewith recognized that the Association will be required to lay a certain amount of piping within the city limits of Conway to take temporary delivery as per this Memorandum and, in light of the ruling of Judge Elsjane Roy in the case of Salem Water Association vs. City of Benton, it is acknowledged by the Vilonia Water Association that any pipe that they may now have or may in the future lay within the city limits of Conway, will not be considered to be a portion of their water system and will be removed or abandoned in place at their expense when requested by the Conway Corporation to do so. In no event shall the Vilonia Association supply water to any consumer or otherwise user of water within the city limits of Conway.

If the Association refuses or fails to remove or abandon said piping, it is herewith agreed that the Conway Corporation shall have the right and privilege of removing said pipe. In the event that the Conway Corporation under this section should remove said piping, the Association agrees to reimburse the Conway Corporation for any and all expenses incurred in the removal of or abandonment of said piping.

9. The Association will be billed and shall pay for water taken from the Conway system in accordance with water rate schedule for in-city industrial service.

10. Any and all rights of way and/or permits to accommodate the laying of pipe and/or erection of water tank will be acquired by the Association at their sole expense.

DATE: 11.11.80

CONWAY CORPORATION

By [Signature]
James H. Brewer
General Manager

VILONIA WATER ASSOCIATION

By [Signature]
Joe K. Bailey, Chairman
[Signature]
Sam Shannon
[Signature]
Charles Hightower
[Signature]
Robert Sims
[Signature]
Carl Wells

For and in behalf of the Farmers Home Administration, I, B. L. Cotes, herewith acknowledge that this Memorandum outlines conditions for emergency service only and does not obligate the City of Conway to provide a supplemental or permanent water supply to the Vilonia Water Association.

[Signature] (Name)
[Signature] (Title)

C I T Y O F C O N W A Y

Water Rate Schedule

Effective Date July 1, 1979

In City - Commercial & Industrial Service

Availability - At any point on the existing water main system inside the city limits.

Application - For service not specifically included under another rate schedule including commercial and industrial operations. Not applicable to separate buildings on one meter or separate mobile homes.

<u>Net Monthly Rate</u>	<u>Consumption per Month</u>
First 20,000 gals.	\$.75 per 1,000 gal.
Next 30,000 gals.	.70 per 1,000 gal.
Next 50,000 gals.	.65 per 1,000 gal.
Next 50,000 gals.	.55 per 1,000 gal.
Next 150,000 gals.	.40 per 1,000 gal.
All over	.35 per 1,000 gal.

Customer Charge

1/2" or 5/8" meter	1.50 per month
3/4" meter	2.80 per month
1" meter	4.50 per month
1 1/2" meter	8.65 per month
2" meter	13.30 per month
3" meter	26.50 per month
4" meter	42.50 per month
6" meter	85.00 per month
8" meter	128.50 per month

Payment - The bill, computed in accordance with the monthly rate, shall be due and payable upon presentation.

If payment is not received within 30 days after presentation of bill, service will be discontinued. The delinquent bill plus a reconnect charge of \$5.00 must be paid before service will be restored.