



City of Conway Council Agenda

Council Meeting Date:

May 23rd, 2017

5:30pm - Committee Meeting:

No committee Meeting

6:30pm:

Council Meeting

Call to Order:

Mayor Bart Castleberry

Roll Call:

City Clerk/Treasurer Michael O. Garrett

Minutes Approval:

May 9th, 2017

Approval of monthly financial report ending April 30th, 2017

Mayor Bart Castleberry

City Clerk Michael O. Garrett

City Attorney Chuck Clawson

City Council Members

Ward 1 Position 1 – Andy Hawkins

Ward 1 Position 2 – David Grimes

Ward 2 Position 1 – Wesley Pruitt

Ward 2 Position 2 – Shelley Mehl

Ward 3 Position 1 – Mark Ledbetter

Ward 3 Position 2 – Mary Smith

Ward 4 Position 1 – Theodore Jones Jr.

Ward 4 Position 2 – Shelia Isby

1. Report of Standing Committees:

A. Public Hearings:

1. Public Hearing/Ordinance to close a portion of the 20 foot utility easement on Lot 5 of McCracken Subdivision.
2. Public Hearing/Ordinance to discuss the renaming of a portion of Highway 25.
3. Public hearing to discuss rates to be charged for services for the electric system for Conway Corporation.
 - a. Ordinance establishing rates to be charged for services for the electric system for Conway Corporation.
4. Public hearing to discuss an adjustment in the water rates for residential customers.
 - a. Ordinance amending Ordinance O-16-46 establishing water rates for residential customers who have a separate water meter for private fire protection.

B. Community Development Committee (Planning, Zoning, Permits, Community Development, Historic District, Streets, & Conway Housing Authority)

1. Resolution requesting the Faulkner County Tax Collector to place certified lien on property located at 1224 Sutton Street as a result of incurred expenses by the City.
2. Ordinance appropriating funds for the cost of a geophysical study for the Lollie Levee.
3. Ordinance appropriating funds for the cost of a new windcone and pole for the Conway Airport.
4. Consideration to enter into an agreement with Temple Inc. for the adaptive traffic signal system on Dave Ward Drive for the Street & Engineering Department.

5. Consideration to amend conditional use permit No. 1366 for Jack's Ultra Sports located at 655 Equity Avenue.
6. Consideration to amend conditional use permit No. 1223 for Caruso & Company for a day spa located at 523 Locust Avenue.
7. Ordinance to rezone property located south and west of Central Baptist Church, south of Dave Ward Drive and west of Campbell Cove PUD from A-1 to R-1.
8. Ordinance to rezone property located south of Dave Ward Drive, west of South Salem Road and north of Pheasant Road from RU-1, MF-3, and R-1 to MF-3.

C. Public Service Committee (Sanitation, Parks & Recreation, & Physical Plant

1. Resolution authorizing the City to apply for a grant from the Arkansas Department of Parks & Tourism Outdoor recreation grant program.

D. Personnel

1. Consideration to approve a mid-year increase in the medical benefits for the City of Conway.
2. Ordinance appropriating funds for the Arkansas Municipal Health Benefit fund premiums for the City of Conway.

Adjournment



City of Conway, Arkansas
Monthly Financial Reports
April 30, 2017

City of Conway
 Monthly Financial Report - General Fund
 For the month ended April 30, 2017



Revenues	Budget	Month	Year to	Encumbered	(Over)/Under	%
		Activity	Date		Budget	Expend/Collect
Ad Valorem Tax	3,900,000	102,295	140,901		3,759,099	4%
Payments in Lieu of Tax	20,000	-	-		20,000	0%
State Tax Turnback	930,000	256,636	320,779		609,221	34%
Insurance Tax Turnback - LOPFI	1,300,000	-	-		1,300,000	0%
Sales Tax	18,200,000	2,884,302	6,246,386		11,953,614	34%
Beverage Tax	400,000	-	100,010		299,990	25%
Franchise Fees	3,569,000	472,852	897,360		2,671,640	25%
Permits	401,000	57,957	162,936		238,064	41%
ACIEA Revenues	5,000	5,775	8,811		(3,811)	176%
Dog Tags & Fees	30,000	3,085	10,715		19,285	36%
Municipal Court Fines and Fees	1,153,400	241,474	515,282		638,118	45%
Law Enforcement	740,264	15,368	87,587		652,677	12%
Parks	561,800	50,719	223,511		338,289	40%
Interest Income	22,000	9,264	17,028		4,972	77%
Proceeds from Sale of Assets	-	-	3,995		(3,995)	-
Insurance Proceeds	26,162	4,790	27,980		(1,818)	107%
Donations	236	1,950	3,437		(3,201)	1456%
Act 833 Revenue	90,000	-	-		90,000	0%
Miscellaneous Revenues	135,000	7,030	34,065		100,935	25%
Transfers from Other Funds	423,000	35,250	141,000		282,000	33%
Total Revenues	31,906,862	4,148,748	8,941,782	-	22,965,080	28%
Expenditures						
Admin (Mayor, HR)	659,975	38,554	150,256	11,457	498,262	23%
Finance	445,568	28,183	108,605	-	336,963	24%
City Clerk/Treasurer	188,222	10,148	38,183	-	150,039	20%
City Council	100,767	7,451	27,329	-	73,438	27%
Planning	422,516	27,275	115,818	144	306,554	27%
Physical Plant	524,788	38,914	132,835	2,344	389,609	25%
Fleet Maintenance	156,763	20,063	48,464	4,217	104,082	31%
Information Technology	1,217,414	108,687	308,395	7,056	901,962	25%
Permits and Inspections	712,807	52,776	163,946	16,987	531,873	23%
Nondepartmental	622,450	11,896	349,917	8,519	264,014	56%
Police	11,349,128	865,858	3,528,775	45,653	7,774,699	31%
CEOC	1,050,207	79,228	309,402	14,989	725,816	29%
Animal Welfare	483,958	30,370	127,977	1,277	354,703	26%
Municipal District Court	871,071	59,172	278,547	585	591,940	32%
City Attorney	473,013	29,129	131,472	110	341,432	28%
Fire	9,899,167	690,753	2,846,994	60,067	6,992,106	29%
Parks	2,999,624	228,375	768,666	14,505	2,216,453	26%
Total Expenditures	32,177,438	2,326,831	9,435,580	187,912	22,553,945	29%
Net Revenue/(Expense)	(270,576)		(493,799)			

*All figures are unaudited

Notes:

1) Budget column is current budget which includes all year-to-date adjustments, if any.

City of Conway
General Fund
2017



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-17-14	1/24/17	Diversity training for police and fire	16,000
O-17-34	3/28/17	Fuel tank repair	2,600
O-17-40	4/11/17	Mosquito abatement program	150,000
O-17-41	4/11/17	Generator repairs at CEOC	6,664
O-17-42	4/11/17	Civil service testing	5,400
			<u>\$ 180,664</u>

City of Conway
 Balance Sheet - General Fund
 For the month ended April 30, 2017



Cash - Operating	3,687,307
Cash - Reserve	2,011,965
Petty Cash	715
Taxes Receivable	3,362,084
Accounts Receivable	4,085,964
Due from Other Funds	30,604
Due from Street	20,325
Fleet Inventory	15,539
Fuel Inventory	27,988
General Inventory	585
<i>Assets</i>	<u>13,243,077</u>
Accounts Payable	(51,578)
Salaries Payable	236,327
Insurance and Benefits Payable	84,361
Held for Others - Performance Bonds	12,700
Event Deposits	1,160
Due to Street Fund - Ad Val	34,077
Due to Other Funds	187,175
Deferred Revenue	4,045,383
<i>Liabilities</i>	<u>4,549,605</u>
Fund Balance - Committed to cash flow	2,000,000
Fund Balance - Committed to reserve	2,000,000
Fund Balance - Unassigned	4,693,472
<i>Fund Balance</i>	<u>8,693,472</u>
<i>Total Liabilities & Fund Balance</i>	<u>13,243,077</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Street Fund
 For the month ended April 30, 2017



	<u>Budget</u>	<u>Month Activity</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>(Over)/Under Budget</u>	<u>% Expend/Collect</u>
Revenues						
Ad Valorem Tax	1,500,000	34,077	48,497		1,451,503	3%
Payments in Lieu of Tax	15,000	-	-		15,000	0%
State Tax Turnback	2,683,474	735,471	853,473		1,830,001	32%
AHTD 1/2 Cent Sales Tax Turnback	1,100,000	201,715	416,268		683,732	38%
Severance Tax	75,000	56,937	68,092		6,908	91%
Sales Tax	250,000	40,414	87,522		162,478	35%
Sign Permits	500	-	-		500	0%
Engineering Fees	5,000	100	10,000		(5,000)	200%
Interest Income	20,000	5,955	8,881		11,120	44%
Miscellaneous Revenues	-	1,505	2,330		(2,330)	-
Total Revenues	5,648,974	1,076,174	1,495,063	-	4,153,911	26%
Expenditures						
Personnel Costs	2,576,241	139,586	596,149	9,832	1,980,092	23%
Other Operating Costs	2,984,620	121,443	464,245	17,582	2,502,794	16%
Total Operating Costs	5,560,861	261,029	1,060,394	27,414	4,482,886	19%
Capital Outlay	80,000	9,265	21,344	-	58,656	27%
Total Expenditures	5,640,861	270,294	1,081,738	27,414	4,541,542	19%
Net Revenue/(Expense)	8,113		413,326			

*All figures are unaudited

Notes:

- 1) Budget column is current budget which includes all year-to-date adjustments, if any.

City of Conway
Street Fund
2017



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-17-34	3/28/17	Fuel tank repair	2,600
			<u>\$ 2,600</u>

City of Conway
 Balance Sheet - Street Fund
 For the month ended April 30, 2017



Cash - Operating	4,645,753
Taxes Receivable	47,108
Accounts Receivable	1,512,923
Due from Gen Fund - Ad Val	34,077
<i>Assets</i>	<u>6,239,861</u>
Accounts Payable	(3,472)
Salaries Payable	18,500
Insurance and Benefits Payable	11,586
Due to Other Funds	10,841
Due to General	20,325
Deferred Revenue	1,375,073
<i>Liabilities</i>	<u>1,432,853</u>
<i>Fund Balance</i>	<u>4,807,008</u>
<i>Total Liabilities & Fund Balance</i>	<u>6,239,861</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Sanitation
 For the month ended April 30, 2017



Revenues	<u>Budget</u>	<u>Month</u>		<u>Encumbered</u>	<u>(Over)/Under</u>		<u>%</u>
		<u>Activity</u>	<u>Year to Date</u>		<u>Budget</u>	<u>Expend/Collect</u>	
Sanitation Fees	8,750,000	1,614,426	2,998,316	-	5,751,684	34%	
Proceeds - Recycled Materials	540,000	41,757	255,991	-	284,009	47%	
Landfill Fees - General	200,000	15,846	63,061	-	136,939	32%	
Insurance Proceeds	-	-	5,441	-	(5,441)	-	
Interest Income	50,000	10,646	21,627	-	28,373	43%	
Miscellaneous Revenues	-	50	4,119	-	(4,119)	-	
Total Revenues	9,540,000	1,682,724	3,348,556	-	6,191,444	35%	
Expenditures							
Personnel Costs	3,843,950	285,443	1,171,052	-	2,672,898	30%	
Other Operating Costs	<u>3,634,763</u>	<u>220,459</u>	<u>650,217</u>	<u>238,868</u>	<u>2,745,677</u>	<u>18%</u>	
Total Operating Costs	7,478,713	505,902	1,821,270	238,868	5,418,575	24%	
Capital Outlay	<u>4,169,969</u>	<u>1,241</u>	<u>138,050</u>	<u>-</u>	<u>4,031,919</u>	<u>3%</u>	
Total Expenditures	11,648,682	507,143	1,959,320	238,868	9,450,494	17%	
Net Revenue/(Expense)	(2,108,682)		<u><u>1,389,236</u></u>				

*All figures are unaudited

Notes:

- 1) Budget column is current budget which includes all year-to-date adjustments, if any.
- 2) Capital outlay is shown here for budgeting purposes, but only depreciation expense will be recorded at year end.

City of Conway
Sanitation Fund
2017



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
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City of Conway
 Balance Sheet - Sanitation
 For the month ended April 30, 2017



Cash - Operating	4,023,178
Petty Cash	200
Post Closure Cash Account	5,620,967
Accounts Receivable	(1,140)
Due from Other Funds	68
Due from Component Unit	750,000
General Inventory	2,122
Land & Buildings	2,484,109
Infrastructure	1,043,647
Machinery and Equipment	3,915,471
Vehicles	448,244
Deferred Outflows of Resources	1,454,446
<i>Assets</i>	<u>19,741,312</u>
Accounts Payable	1,603
Salaries Payable	41,143
Insurance and Benefits Payable	27,589
Compensated Absences	168,607
Net Pension Obligation	9,286,388
Deferred Inflows of Resources	637,180
Due to Other Funds	7,378
Landfill Close/Post Close	8,524,931
<i>Liabilities</i>	<u>18,694,818</u>
<i>Net Assets</i>	<u>1,046,494</u>
<i>Total Liabilities and Net Assets</i>	<u>19,741,312</u>

*All figures are unaudited

Note: Capital assets shown at book value (cost less accumulated depreciation).

City of Conway
 Monthly Financial Report - Airport
 For the month ended April 30, 2017



	<u>Budget</u>	<u>Month</u> <u>Activity</u>	<u>Year to</u> <u>Date</u>	<u>Encumbered</u>	<u>(Over)/Under</u> <u>Budget</u>	<u>%</u> <u>Expend/Collect</u>
Revenues						
Sales Tax	13,000	2,347	3,600		9,400	28%
Airport Fuel Sales	600,000	65,700	245,566		354,434	41%
T-Hangar Rent	118,000	9,741	37,117		80,883	31%
Community Hangar Rent	25,000	700	3,195		21,805	13%
Ground Leases	125,000	26,136	44,205		80,795	35%
Insurance Proceeds	3,681	-	-		3,681	0%
Miscellaneous Revenues	13,000	1,220	3,800		9,200	29%
Total Revenues	897,681	105,844	337,483	-	560,198	38%
Expenditures						
Personnel Costs	214,405	19,444	73,851	-	140,554	34%
Fuel for Resale	431,000	49,006	187,202	-	243,798	43%
Other Operating Costs	142,381	4,962	25,453	2,737	114,191	18%
Total Operating Costs	787,786	73,412	286,506	2,737	498,543	36%
Capital Outlay	-	-	-	-	-	-
Total Expenditures	787,786	73,412	286,506	2,737	498,543	36%
Net Revenue/(Expense)	109,895		<u><u>50,977</u></u>			

*All figures are unaudited

Notes:

- 1) Budget column is current budget which includes all year-to-date adjustments, if any.
- 2) Capital outlay is shown here for budgeting purposes, but only depreciation expense will be recorded at year end.

City of Conway
Airport Fund
2017
Fund Balance Appropriations



<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
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City of Conway
 Balance Sheet - Airport
 For the month ended April 30, 2017



Cash - Operating	402,506
Taxes Receivable	2,020
Accounts Receivable - Fuel Vendor	30,194
Due from Other Funds	733
Land	1,607,274
Buildings	4,652,909
Machinery & Equipment	477,842
Vehicles	16,454
Infrastructure	25,425,821
Construction in Progress	52,066
<i>Assets</i>	<u>32,667,818</u>
Salaries Payable	2,268
Insurance and Benefits Payable	1,552
Compensated Absences	5,127
Due to General	693
Accrued Interest Payable	108,986
Notes Payable	2,750,000
<i>Liabilities</i>	<u>2,868,626</u>
<i>Fund Balance</i>	<u>29,799,192</u>
<i>Total Liabilities & Fund Balance</i>	<u>32,667,818</u>

*All figures are unaudited

Note: Capital assets shown at book value (cost less accumulated depreciation).

City of Conway
Monthly Financial Report - Major Project Funds
For the month ended April 30, 2017



Parks and Rec A&P Tax

Balance, 3/31/17	1,512,498
Receipts	1,126,922
Payments	(470,647)
Balance, 4/30/17	\$2,168,773

Pay as you go Sales Tax

Balance, 3/31/17	4,187,602
Receipts	534,917
Payments	(125,566)
Balance, 4/30/17	\$4,596,953

Street Impact Fees

Balance, 3/31/17	812,693
Receipts	36,710
Payments	-
Balance, 4/30/17	\$ 849,403

Parks Impact Fees

Balance, 3/31/17	425,957
Receipts	13,058
Payments	(38,125)
Balance, 4/30/17	\$ 400,890



City of Conway, Arkansas
Ordinance No. O-17- _____

**AN ORDINANCE CLOSING A PORTION OF THE 20 FOOT UTILITY EASEMENT ON LOT 5, MCCRACKEN SUBDIVISION;
AND FOR OTHER PURPOSES:**

Whereas, a petition was duly filed with the City of Conway, Arkansas on the 28th of April, 2017 by the Pinnacle Hotel Group asking the City Council to vacate and abandon a portion of the 20 foot utility easement along the south property line on Lot 5, McCracken Subdivision.

Whereas, after due notice as required by law, the council has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question and has ascertained that the easement or the portion thereof, hereinbefore described, has heretofore been dedicated to the public use as a utility easement herein described; has not been actually used by the public generally for a period of at least five (5) years subsequent to the filing of the plat; that all the owners of the property abutting upon the portion of the easement to be vacated have been afforded the opportunity to file with the council their written consent to the abandonment; and the public interest and welfare will not be adversely affected by the abandonment of this portion of the easement.

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

Section 1. The City of Conway, Arkansas releases, vacates, and abandons its rights, together with the rights of the public generally, in and to the portion of the easement designated as follows:

A part of Lot 5, McCracken Subdivision of the City of Conway, Faulkner County, Arkansas; more particularly described to wit: Commencing at the SW corner of said Lot 5; thence N01°30'11"E, along the west line thereof a distance of 20.00 feet to a point on a statutory utility easement comprising the south 20.00 feet of said Lot 5; thence S88°27'20"E, along said easement line being parallel with and maintaining a distance of 20.00 feet from the south line of said Lot 5, a distance of 412.87 feet to the point of beginning; thence continuing S88°27'20"W, a distance of 50.00 feet to a point; thence S01°32'40"W, a distance of 15.00 feet to a point; thence N88°27'20"W, a distance of 50.00 feet to a point; thence N01°32'40"E, a distance of 15.00 feet to the point of beginning, and containing 750 square feet, or 0.017 acres, more or less.

Section 2. A copy of the ordinance duly certified by the city clerk shall be filed in the office of the recorder of the county and recorded in the deed records of the county.

PASSED this 23rd day of May, 2017.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



2430

2400

20 ft drainage

20 ft Utility

PROPOSED EASEMENT CLOSURE

INTERSTATE 40 Ramp

INTERSTATE 40





**PETITION OF WRITTEN CONSENT FOR THE VACATING OF EASEMENTS
FOR THE INTENT OF PUBLIC USE**

Name of party requesting easement closure: Pinnacle Hotel Group

Legal description of easement, or portion thereof, to be vacated: _____

A PART OF LOT 5, McCRACKEN SUBDIVISION OF THE CITY OF CONWAY, FAULKNER COUNTY, ARKANSAS; MORE PARTICULARLY DESCRIBED TO WIT:
COMMENCING AT THE SW CORNER OF SAID LOT 5; THENCE N1°30'11"E, ALONG THE WEST LINE THEREOF A DISTANCE OF 20.00 FEET TO A POINT ON A STATUTORY UTILITY EASEMENT COMPRISING THE SOUTH 20.00 FEET OF SAID LOT 5; THENCE S88°27'20"E, ALONG SAID EASEMENT LINE BEING PARALLEL WITH AND MAINTAINING A DISTANCE OF 20.00 FEET FROM THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 412.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88°27'20"E, A DISTANCE OF 50.00 FEET TO A POINT; THENCE S1°32'40"W, A DISTANCE OF 15.00 FEET TO A POINT; THENCE N88°27'20"W, A DISTANCE OF 50.00 FEET TO A POINT; THENCE N1°32'40"E, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 750 SQUARE FEET, OR 0.017 ACRES, MORE OR LESS.

Name

Address

Shawn Goynd
Shawn Goynd

614 Center Street
Little Rock, AR 72201

04.27.2017

Memo

To
Bryan Patrick

From
B. Finley Vinson, P.E.

CC
Beth Sketoe
John Strange

Re

Comments:

I have no objection to vacating the portion of the 20' UTILITY EASEMENT on south side of the property as shown on the attached drawing.

City of Conway Street & Engineering Department

(501) 450-6165
100 E Robins St, Conway, AR 72032

[www.cityofconway.org/pages/street-department/
finley.vinson@cityofconway.org](http://www.cityofconway.org/pages/street-department/finley.vinson@cityofconway.org)





Lynda Palmer
AT&T Arkansas
Mgr.-OSP PIng & Engr Design
Right-of-Way
Joint Use of Poles

1111 West Capitol, Rm 941
Little Rock, AR 72201
Phone: (501) 373.5255
Fax: (501) 373.0229 Fax
lynda.palmer@att.com

April 25, 2017

Hope Consulting
Attn: John Noel Strange
117 S Market Street
Benton, AR 72015

Dear Mr. Strange:

Please find enclosed a concurrence in the release of the utility easement for the Hampton Inn in Conway.

Please have this document recorded at the Faulkner County Courthouse and send me a copy showing book and page. If it is not filed, there will be no record of the closing.

Questions concerning our facilities in Conway can be directed to:

Lanny Page
Manager, Engineering Design
AT&T - ARKANSAS
(501) 218-6842
lp1318@att.com

Sincerely,

A handwritten signature in blue ink that reads "Lynda Palmer".

CC: Lanny Page



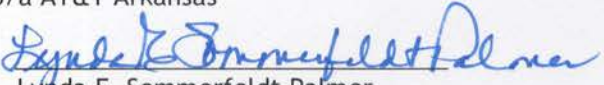
CONCURRENCE TO VACATE
A DEDICATED EASEMENT

BE IT KNOWN BY THESE PRESENTS that Southwestern Bell Telephone Company, a Delaware Corporation, d/b/a AT&T Arkansas, hereby concurs in the closing of the following dedicated utility easement, to-wit:

A PART OF LOT 5, McCRACKEN SUBDIVISION OF THE CITY OF CONWAY, FAULKNER COUNTY, ARKANSAS; MORE PARTICULARLY DESCRIBED TO WIT: COMMENCING AT THE SW CORNER OF SAID LOT 5; THENCE N1° 30'11"E, ALONG THE WEST LINE THEREOF A DISTANCE OF 20.00 FEET TO A POINT ON A STATUTORY UTILITY EASEMENT COMPRISING THE SOUTH 20.00 FEET OF SAID LOT 5; THENCE S88° 27'20"E, ALONG SAID EASEMENT LINE BEING PARALLEL WITH AND MAINTAINING A DISTANCE OF 20.00 FEET FROM THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 412.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88° 27'20"E, A DISTANCE OF 50.00 FEET TO A POINT; THENCE S1° 32'40"W, A DISTANCE OF 15.00 FEET TO A POINT; THENCE N88° 27'20"W, A DISTANCE OF 50.00 FEET TO A POINT; THENCE N1° 32'40"E, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 750 SQUARE FEET, OR 0.017 ACRES, MORE OR LESS.

Signed and executed this 25th day of April, 2017.

SOUTHWESTERN BELL TELEPHONE CO.
d/b/a AT&T Arkansas

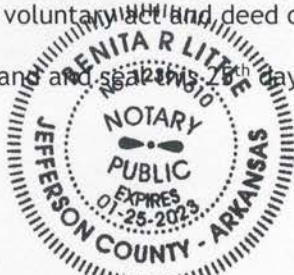
By: 
Lynda E. Sommerfeldt Palmer
Mgr.-OSP Planning & Engr. Design
Right-of-Way & Joint Use Poles

CORPORATE ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) SS
COUNTY OF JEFFERSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lynda E. Sommerfeldt Palmer, to me known to be the person who executed the within and foregoing instrument as Mgr.-OSP Planning & Engr. Design of Southwestern Bell Telephone Company d/b/a/ AT&T Arkansas, and she acknowledged to me that she executed the same as her voluntary act and deed and the voluntary act and deed of such corporation for the purposes therein set forth.

Given under my hand and seal this 25th day of April, 2017.




Notary Public #12391610
Jefferson County, Arkansas
My Commission expires: 01/25/2023



CenterPoint Energy
401 W. Capitol Avenue, Suite 600
Little Rock, AR 72201
CenterPointEnergy.com

April 20, 2017

John Strange,
Hope Consulting
117 S. Market Street,
Benton, Arkansas 72015

Hampton Inn – Utility Easement Abandonment

Dear John,

CenterPoint Energy (CNP) formally agrees to partially abandon the utility easement along the south boundary of the property for the current Hampton Inn design. This utility easement is located between Sanders Rd. and the Interstate 40 off-ramp in Conway. Further description of this easement can be seen in the attached Exhibit A.

If you have any questions, please do not hesitate to call me at the numbers below.

Sincerely,

A handwritten signature in black ink that reads "Grace Grubb". The signature is written in a cursive, flowing style.

Grace Grubb
Engineer I
CenterPoint Energy
Office: 501-377-4851
Cell: 501-278-0658



April 25, 2017

The Honorable Bart Castleberry
Mayor of Conway
City Hall
1201 Oak Street
Conway, AR 72032

Re: Part of Lot 5, McCracken Subdivision, Conway, Faulkner County, Arkansas.

Dear Mayor Castleberry:

Conway Corporation has no objection to the closing a portion of an existing utility easement on Lot 5, McCracken Subdivision. This will reduce a section of the easement from a 20 foot to a 5 foot for a pool area at a new Pinnacle Hotel as requested.

If you have any questions, please let me know.

Sincerely,

CONWAY CORPORATION

A handwritten signature in blue ink that reads 'Leslie Guffey'.

Leslie Guffey
Engineering and Planning



**City of Conway, Arkansas
Ordinance No. O-17-_____**

AN ORDINANCE RENAMING A PORTION HIGHWAY 25 FROM OLD MORRILTON HIGHWAY TO THE INTERSECTION WITH FRIENDSHIP ROAD; AND FOR OTHER PURPOSES:

Whereas, the City of Conway desires to rename the old portion of Highway 25 from Old Morrilton Highway (US 64 W) to the intersection with Friendship Road; and

Whereas, the City took suggestions from the citizens of Conway for the renaming of this portion of Highway 25; and

Whereas, it is preferable in such a situation for the street to be named for safety purposes and consistency.

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

Section 1: That the portion of Highway 25 from Old Morrilton Highway (US 64W) to the intersection of Friendship Road be hereby changed to _____.

Section 2: All ordinances in conflict herewith are repealed to the extent of the conflict.

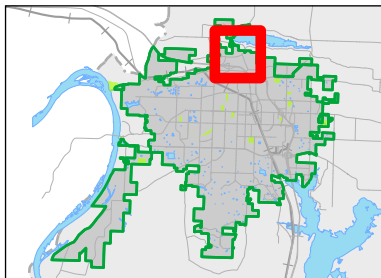
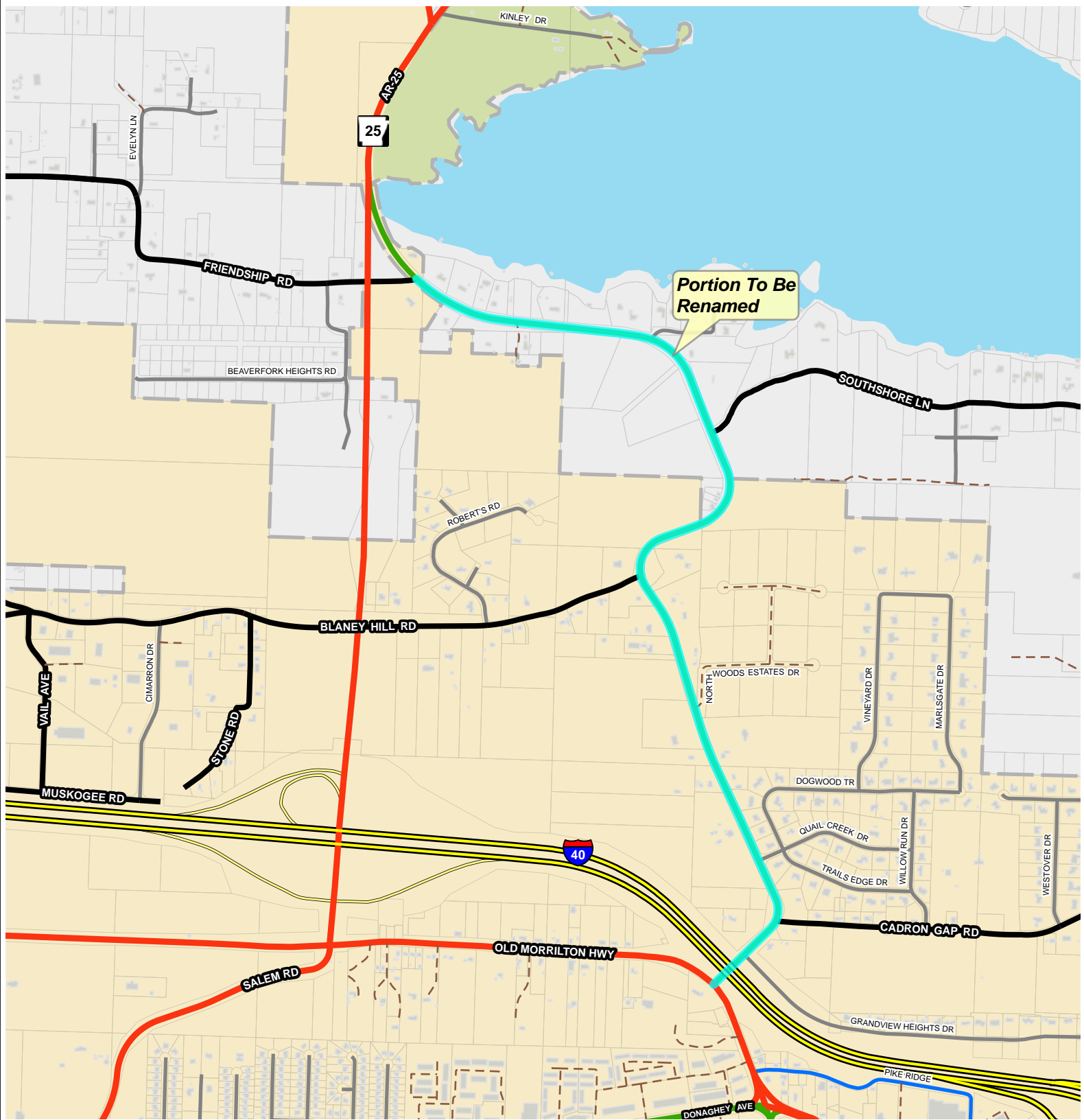
PASSED this 23rd day of May, 2017.

Approved:

Mayor Bart Castleberry


Attest:

**Michael O. Garrett
City Clerk/Treasurer**



DESCRIPTION

Renaming AR HWY 25 from Old Morrilton Hwy, to the intersection of the new HWY 25 alignment.

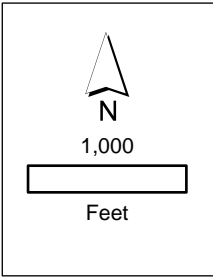


City of Conway
 Planning & Development

THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE, AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER.

THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS OR ACCURACY OF ANY FEATURES ON THIS MAP. THIS DOCUMENT IS TO BE USED FOR REFERENCE PURPOSES ONLY.

www.cityofconway.org/page/planning-development
 www.cityofconway.org/page/gis





**City of Conway, Arkansas
Ordinance No. O-17- _____**

**AN ORDINANCE ESTABLISHING RATES TO BE CHARGED FOR SERVICES OF THE
ELECTRIC SYSTEM AND FOR OTHER PURPOSES**

Whereas, Ordinance 0-05-163 states the rates charged for electric services shall be set by Conway Corporation subject to the approval of the City Council; and

Whereas, Conway Corporation has recommended the rates set forth in this Ordinance to be charged for electric services.

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

SECTION ONE. The retail rates for electric service set by Conway Corporation made part of this ordinance are adopted as the rates to be charged in the city of Conway, Arkansas as fair and equitable for electric services. These rates shall become effective with billings on or after October 1, 2017.

CONWAY CORPORATION
ELECTRIC RATE SCHEDULE

RESIDENTIAL SERVICE

AVAILABILITY:

At any point on the existing secondary distribution system.

APPLICATION:

For residential service to single family residences or individual family apartments supplied through one meter, including incidental family use, on the appurtenant premises. This rate schedule is not applicable to commercial type use on the appurtenant premises such as a beauty shop or auto repair shop. Where a portion of the residence premises (not separately metered) is used for non-residential purposes, the predominant use of the service, as determined by the Corporation, shall determine the rate schedule applicable to all service. Service is for the use of the customer and may not be shared and may not be resold to others.

CHARACTER OF SERVICE:

Service will normally be single phase, 60 Hz. at approximately 120/240 volts. Three-phase service may be made available under provisions of Corporation regulations.

NET MONTHLY RATE:

Summer rates will apply to billing months of June through September and winter rates will apply for the billing months of October through May.

Effective for bills mailed October 1, 2017 – September 30, 2018

SUMMER RATES	WINTER RATES
Facilities Charge..... \$9.00	Facilities Charge \$9.00
All KWH EACH \$0.0672	First 1000 KWHEACH \$0.055
	Over 1000 KWH.....EACH \$0.042
Minimum Per Month	\$9.00

Effective for bills mailed October 1, 2018 – September 30, 2019

SUMMER RATES	WINTER RATES
Facilities Charge.....\$12.00	Facilities Charge\$12.00
All KWH EACH \$0.067	First 1000 KWHEACH \$0.051
	Over 1000 KWH.....EACH \$0.048
Minimum Per Month	\$12.00

Effective for bills mailed on or after October 1, 2019

SUMMER RATES

Facilities Charge\$15.00
All KWH EACH \$0.067
Minimum Per Month

WINTER RATES

Facilities Charge\$15.00
All KW EACH \$0.0485
Minimum Per Month

Conway Corporation shall develop procedures for automatic billing reading including opt out procedures for residential customers that are owner occupied.

POWER COST ADJUSTMENT:

The above energy charges will be increased or decreased to reflect to the nearest one-thousandth (.001) mill per KWH the change in the cost of fuel, transmission expense and purchased power incurred by the Corporation for the supply of service hereunder, above or below 39.50 mills per KWH.

TAXES:

The above rates are subject to all local, state, and federal taxes and franchise fees which are currently in effect or any taxes which are imposed by laws or ordinances on or after the effective date of this rate schedule.

PAYMENT:

The net bill, computed in accordance with the net monthly rate, shall be due and payable upon presentation and shall apply for a period of twenty days. A gross bill in the amount of the net bill plus 2 ½ percent will be due after twenty (20) days on all bills in excess of \$100.00.

CONWAY CORPORATION
ELECTRIC RATE SCHEDULE

SMALL COMMERCIAL SERVICE

AVAILABILITY:

At any point on the existing secondary distribution system.

APPLICATION:

To all electric service, for which no specific schedule is provided, supplied at one point of delivery and measured through one-kilowatt hour meter. Not applicable to resale or shared service.

CHARACTER OF SERVICE:

Single or three phase, 60 Hz. at one standard delivery voltage required by customer and available at customer's service location.

NET MONTHLY RATE:

Summer rates will apply to billing months of June through September and winter rates will apply for the billing months of October through May.

Effective for bills mailed October 1, 2017 – September 30, 2018

SUMMER RATES		WINTER RATES	
Facilities Charge.....	\$15.00	Facilities Charge	\$15.00
Demand Charge	PER KW \$8.00	Demand Charge.....	PER KW \$8.00
Energy Charge.....	PER KWH \$.04	Energy Charge	PER KWH \$.035

Effective for bills mailed October 1, 2018 – September 30, 2019

SUMMER RATES		WINTER RATES	
Facilities Charge.....	\$19.00	Facilities Charge	\$19.00
Demand Charge	PER KW \$9.00	Demand Charge.....	PER KW \$9.00
Energy Charge.....	PER KWH \$.038	Energy Charge	PER KWH \$.033

Effective for bills mailed October 1, 2019

SUMMER RATES		WINTER RATES	
Facilities Charge.....	\$23.00	Facilities Charge	\$23.00
Demand Charge	PER KW \$10.00	Demand Charge.....	PER KW \$10.00
Energy Charge.....	PER KWH \$.036	Energy Charge	PER KWH \$.031

MINIMUM PER MONTH:

The Facilities Charge plus \$1.50 per KW times the highest demand established in the twelve months ending with the current month.

POWER COST ADJUSTMENT:

The above energy charges will be increased or decreased to reflect to the nearest one-thousandth (.001) mill per KWH the change in the cost of fuel, transmission expense and purchased power incurred by the Corporation for the supply of service hereunder, above or below 39.50 mills per KWH.

DEMAND:

The demand in KW, as shown by or computed from readings on the Corporation demand meter, for the 15-minute period of customer's greatest use during the month.

TAXES:

The above rates are subject to all local, state, and federal taxes and franchise fees which are currently in effect or any taxes which are imposed by laws or ordinances on or after the effective date of this rate schedule.

PAYMENT:

The net bill, computed in accordance with the net monthly rate, shall be due and payable upon presentation and shall apply for a period of twenty days. A gross bill in the amount of the net bill plus 2 ½ percent will be due after twenty (20) days on all bills in excess of \$100.00.

CONWAY CORPORATION
ELECTRIC RATE SCHEDULE

LARGE GENERAL SERVICE

AVAILABILITY:

At any point on the existing system having adequate capacity and suitable voltage for delivery of service.

APPLICATION:

To all electric service required by customer on the premises, for which no specific schedule is provided, when supplied at one delivery point and measured through one-kilowatt hour meter. Not applicable to temporary, resale or shared service.

CHARACTER OF SERVICE:

Three phase, 60 Hz. at one standard delivery voltage required by customer and available at customer's service location.

NET MONTHLY RATE:

Effective for bills mailed October 1, 2017 – September 30, 2018

Facilities Charge.....	\$70.00
Demand Charge.....	\$800.00
Each KW of Demand in Excess of 100 KW.....	PER KW \$8.00
Energy Charge.....	PER KWH \$.0348

NET MONTHLY RATE:

Effective for bills mailed October 1, 2018 – September 30, 2019

Facilities Charge	\$140.00
Demand Charge.....	\$900.00
Each KW of Demand in Excess of 100 KW.....	PER KW \$9.00
Energy Charge.....	PER KWH \$.0326

NET MONTHLY RATE:

Effective for bills mailed October 1, 2019

Facilities Charge	\$140.00
Demand Charge.....	\$1,000.00
Each KW of Demand in Excess of 100 KW.....	PER KW \$10.00
Energy Charge.....	PER KWH \$.0311

MINIMUM PER MONTH:

The Facilities Charge plus the Demand Charge for the current month, but not less than \$1.75 per KW of the highest demand established during the 12-months ending with the current month.

POWER COST ADJUSTMENT:

The above energy charges will be increased or decreased to reflect to the nearest one-thousandth (.001) mill per KWH the change in the cost of fuel, transmission expense and purchased power incurred by the Corporation for the supply of service hereunder, above or below 39.50 mills per KWH.

DEMAND:

The demand in KW, as shown by or computed from readings on the Corporation demand meter, for the 15-minute period of customer's greatest use during the month, but in no event less than 100 KW. Demand measurement may be made by a KVA demand meter or equivalent. The demand charge will be calculated on the higher of the registration of the KW or the registration in KVA times 0.9.

TAXES:

The above rates are subject to all local, state, and federal taxes and franchise fees which are currently in effect or any taxes which are imposed by laws or ordinances on or after the effective date of this rate schedule.

PAYMENT:

The net bill, computed in accordance with the net monthly rate, shall be due and payable upon presentation and shall apply for a period of twenty days. A gross bill in the amount of the net bill plus 2 ½ percent will be due after twenty (20) days on all bills.

CONWAY CORPORATION
ELECTRIC RATE SCHEDULE

LARGE POWER SERVICE

AVAILABILITY:

At any point on the existing system having adequate capacity and suitable voltage for delivery of service.

APPLICATION:

To all electric service required by customer on the premises, for which no specific schedule is provided, when supplied at one delivery point and measured through one-kilowatt hour meter. Not applicable to temporary, resale or shared service.

CHARACTER OF SERVICE:

Three phase, 60 Hz. at one standard delivery voltage required by customer and available at customer's service location.

NET MONTHLY RATE:

Effective for bills mailed October 1, 2017 – September 30, 2018

Facilities Charge.....	\$180.00
Demand Charge	\$8,000.00*
Each KW of Demand in Excess of 1,000 KW	PER KW \$8.00*
Energy Charge.....	PER KWH \$.0319**

Effective for bills mailed October 1, 2018- September 30, 2019

Facilities Charge.....	\$355.00
Demand Charge	\$9,000.00*
Each KW of Demand in Excess of 1,000 KW	PER KW \$9.00*
Energy Charge.....	PER KWH \$.0313**

Effective for bills mailed October 1, 2019

Facilities Charge.....	\$355.00
Demand Charge	\$10,000.00*
Each KW of Demand in Excess of 1,000 KW	PER KW \$10.00*
Energy Charge.....	PER KWH \$.0308**

MINIMUM PER MONTH:

The Facilities Charge plus the Demand Charge for the current month, but not less than \$1.75 per KW of the highest demand established during the 12 months ending with the current month.

POWER COST ADJUSTMENT:

The above energy charges will be increased or decreased to reflect to the nearest one-thousandth (.001) mill per KWH the change in the cost of fuel, transmission expenses and purchased power incurred by the Corporation for the supply of service hereunder, above or below 39.50 mills per KWH.

DEMAND:

The demand, in KW, as shown by or computed from readings on the Corporation demand meter, for the 15-minute period of customer's greatest use during the month, but in no event less than 1,000 KW. Demand measurement may be made by a KVA demand meter or equivalent. The Demand Charge will be calculated on the higher of: the registration in KW or the registration in KVA times 0.9.

TAXES:

The above rates are subject to all local, state, and federal taxes and franchise fees which are currently in effect or any taxes which are imposed by laws or ordinances on or after the effective date of this rate schedule.

PAYMENT:

The net bill, computed in accordance with the net monthly rate, shall be due and payable upon presentation and shall apply for a period of twenty days. A gross bill in the amount of the net bill plus 2 ½ percent will be due after twenty (20) days on all bills.

** This rate is subject to a 5% discount for service at primary voltage (13.8 KV).*

***This rate is subject to a 5% discount for service at primary voltage (13.8 KV) when KW demand is in excess of 10,000 KW.*

CONWAY CORPORATION
ELECTRIC RATE SCHEDULE

INSTITUTIONAL SERVICE

AVAILABILITY:

At any point on the existing system having adequate capacity and suitable voltage for delivery of service.

APPLICATION:

To all institutional campuses with distribution systems served through one kilowatt hour meter and supplied at one delivery point*

(At Corporation's option, delivery may be made at more than one point through more than one kilowatt hour meter. In this instance, meters will be added together on a non-simultaneous basis and billed as if measured through one kilowatt hour meter.)*

CHARACTER OF SERVICE:

Three phase, 60 Hz. at one standard delivery voltage required by customer and available at customer's service location.

NET MONTHLY RATE:

Effective for bills mailed October 1, 2017 – September 30, 2018

Facilities Charge \$170.00
Demand Charge PER KW \$8.00
Energy Charge..... PER KWH \$.0358

Effective for bills mailed October 1, 2018- September 30, 2019

Facilities charge \$340.00
Demand Charge..... PER KW \$9.00
Energy Charge..... PER KWH \$.0347

Effective for bills mailed October 1, 2019

Facilities Charge..... \$340.00
Demand Charge..... PER KW \$10.00
Energy Charge..... PER KWH \$.0337

MINIMUM PER MONTH:

The Facilities Charge plus the Demand Charge for the current month, but not less than \$3.50 per KW of the highest demand established during the 12 months ending with the current month.

POWER COST ADJUSTMENT:

The above energy charges will be increased or decreased to reflect to the nearest one-thousandth (.001) mill per KWH the change in the cost of fuel, transmission expense and purchased power incurred by the Corporation for the supply of service hereunder, above or below 39.50 mills per KWH.

DEMAND:

The demand, in KW, as shown by or computed from readings on the Corporation demand meter, for the 15-minute period of customer's greatest use during the month.

TAXES:

The above rates are subject to all local, state, and federal taxes and franchise fees which are currently in effect or any taxes which are imposed by laws or ordinances on or after the effective date of this rate schedule.

PAYMENT:

The net bill, computed in accordance with the net monthly rate, shall be due and payable upon presentation and shall apply for a period of twenty days. A gross bill in the amount of the net bill plus 2 ½ percent will be due after twenty (20) days on all bills in excess of \$100.00.

CONWAY CORPORATION
ELECTRIC RATE SCHEDULE

NIGHT-TIME OUTDOOR LIGHTING SERVICE

AVAILABILITY:

At any point to any customer on the existing secondary distribution system.

APPLICATION:

To unmetered automatically controlled outdoor lighting service operating all night. Corporation will install, own, operate and maintain lamp fixtures, including any necessary lamp replacements. All necessary service maintenance and lamp renewals will be furnished at Corporation expense.

NET MONTHLY FACILITIES CHARGE:

150-watt HPS night watcher existing pole	PER MONTH \$6.95
150-watt HPS night watcher new pole	PER MONTH \$11.95
400-watt high pressure sodium existing pole	PER MONTH \$18.00
400-watt high pressure sodium new pole	PER MONTH \$23.00
1,000-watt high pressure sodium* existing pole	PER MONTH \$32.50
1000-watt high pressure sodium* new pole.....	PER MONTH \$37.50

*While available

For any type of outdoor lights adopted for use by Conway Corporation after the passage of this ordinance, Conway Corporation shall adopt rates for such lights. The rate for such services shall not be less than the associated variable costs.

INSTALLATION FEE:

An installation fee of \$50.00 per light will be charged.
COSTS DO NOT INCLUDE COST OF SETTING A POLE.

TAXES:

The above rates are subject to all local, state, and federal taxes and franchise fees which are currently in effect or any taxes which are imposed by laws or ordinances on or after the effective date of this rate schedule.

PAYMENT:

The net bill, computed in accordance with the net monthly rate, shall be due and payable upon presentation and shall apply for a period of twenty days. A gross bill in the amount of the net bill plus 2 ½ percent will be due after twenty (20) days on all bills in excess of \$100.00.

CONWAY CORPORATION
ELECTRIC RATE SCHEDULE

MUNICIPAL SERVICE

AVAILABILITY:

At any point on the existing secondary distribution system.

APPLICATION:

To all electric service for facilities of the City of Conway, for which no specific schedule is provided, supplied at one point of delivery and measured through one kilowatt hour meter. Not applicable to resale or shared service.

CHARACTER OF SERVICE:

Single or three phase, 60 Hz. at one standard delivery voltage required by customer and available at customer's service location.

NET MONTHLY RATE:

Effective for bills mailed October 1, 2017 – September 30, 2018

Facilities Charge \$20.00
Demand Charge PER KW \$8.00
Energy Charge..... PER KWH \$.0448

Effective for bills mailed October 1, 2018 – September 30, 2019

Facilities Charge.....\$30.00
Demand Charge PER KW \$9.00
Energy ChargePER KWH \$0.04050

Effective for bills mailed October 1, 2019

Facilities Charge.....\$40.00
Demand Charge PER KW \$10.00
Energy ChargePER KWH \$0.0363

MINIMUM PER MONTH:

The Facilities Charge plus \$1.50 per KW times the highest demand established in the twelve months ending with the current month.

POWER COST ADJUSTMENT:

The above energy charges will be increased or decreased to reflect to the nearest one-thousandth (.001) mill per KWH the change in the cost of fuel, transmission costs and purchased power incurred by the Corporation for the supply of service hereunder, above or below 39.50 mills per KWH.

DEMAND:

The demand, in KW, as shown by or computed from readings on the Corporation demand meter, for the 15-minute period of customer's greatest use during the month.

TAXES:

The above rates are subject to all local, state, federal taxes which are currently in effect or any taxes which are imposed by laws or ordinances on or after the effective date of this rate schedule.

PAYMENT:

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

**CONWAY CORPORATION
ELECTRIC RATE SCHEDULE**

NET METERING RATE

AVAILABILITY:

At any point on the existing secondary distribution system where a Corporation-approved net meter is installed.

APPLICATION:

For residential service to single family residences or commercial establishments through one meter, capable of measuring the difference between electricity supplied by Conway Corporation and the electricity generated by an approved Net Metering Facility and fed back to the Corporation's distribution system.

CHARACTER OF SERVICE:

A facility for the production of electrical energy that:

- (A) Uses solar, wind, hydroelectric, geothermal, or biomass resources to generate electricity including, but not limited to, fuel cells and micro turbines that generate electricity entirely derived from renewable resources; and,
- (B) Has a generating capacity of not more than:
 - 1) the greater of twenty-five (25) kilowatts or one hundred percent (100%) of a Residential net-metering customer's highest monthly usage in the previous twelve (12) months or
 - 2) three hundred (300) kilowatts for Commercial Customers; and,
- (C) Can operate in parallel with the Corporation's existing transmission and distribution facilities; and,
- (D) Is intended primarily to offset part or all of the customer's requirements for electricity.

NET MONTHLY RATE:

Summer rates will apply to billing months of June through September and winter rates will apply for the billing months of October through May.

RESIDENTIAL NET METERING CUSTOMERS:

Effective for bills mailed October 1, 2017 – September 30, 2018

SUMMER RATES	WINTER RATES
Facilities Charge..... \$9.00	Facilities Charge \$9.00
All Net KWH.....EACH \$.06720	First 1000 Net KWH..... \$.05500
	Over 1000 Net KWH..... \$.04200
Minimum PER MONTH.....	\$9.00

Effective for bills mailed October 1, 2018 – September 30, 2019

SUMMER RATES		WINTER RATES	
Facilities Charge.....	\$12.00	Facilities Charge	EACH \$12.00
All Net KWH.....	EACH \$.067	First 1000 Net KWH.....	EACH \$.051
		Over 1000 Net KWH.....	EACH \$.048
Minimum PER MONTH.....			\$12.00

Effective for bills mailed October 1, 2019

SUMMER RATES		WINTER RATES	
Facilities Charge.....	\$15.00	Facilities Charge	\$15.00
All Net KWH.....	EACH \$.067	All Net KWY	EACH \$.0485
Minimum PER MONTH.....			\$15.00

COMMERCIAL NET METERING CUSTOMERS:

Effective for bills mailed October 1, 2017 – September 30, 2018

SUMMER RATES		WINTER RATES	
Facilities Charge.....	\$15.00	Facilities Charge	\$15.00
Demand Charge	PER KW \$8.00	Demand Charge.....	PER KW \$8.00
Energy Charge.....	PER KW \$0.400	Energy Charge	PER KW \$0.0350

Effective for bills mailed October 1, 2018 – September 30, 2019

SUMMER RATES		WINTER RATES	
Facilities Charge.....	\$19.00	Facilities Charge	\$19.00
Demand Charge	PER KW \$9.00	Demand Charge.....	PER KW \$9.00
Energy Charge.....	PER KW \$0.0380	Energy Charge	PER KW \$0.0330

Effective for bills mailed October 1, 2019

SUMMER RATES		WINTER RATES	
Facilities Charge.....	\$23.00	Facilities Charge	\$23.00
Demand Charge	PER KW \$10.00	Demand Charge.....	PER KW \$10.00
Energy Charge.....	PER KW \$0.0360	Energy Charge	PER KW \$0.0310

MINIMUM PER MONTH:

The Facilities Charge plus \$1.50 per KW times the highest demand established in the twelve months ending with the current month.

COST OF POWER ADJUSTMENT:

The above energy charges will be increased or decreased to reflect to the nearest one-thousandth (.001) mill per KWH the change in the cost of fuel, transmission costs and purchased power incurred by the Corporation for the supply of service hereunder, above or below 39.50 mills per KWH.

DEMAND:

The demand in KW, as shown by or computed from readings on the Corporation demand meter, for the 15-minute period of customer's greatest use during the month.

NET EXCESS GENERATION:

A net-metering customer may elect to have Conway Corporation purchase Net Excess Generation credits older than twenty-four (24) months in the customer's account at the Corporation's Avoided Cost for wholesale energy if the sum to be paid to the net-metering customer is at least one hundred dollars (\$100) or, at the customer's discretion, the Corporation may apply Net Excess Generation credits from the Net Metering Facility to the bills for other separate meter locations if the Net Metering Facility and the separate meter locations are under common ownership within Corporation's service area.

Additionally, Conway Corporation shall purchase at the Avoided Cost Rate any Net Excess Generation credit remaining in a customer's account when the customer:

- Ceases to be a customer of the Electric Utility;
- Ceases to operate the Net Metering Facility; or
- Transfers the Net Metering Facility to another person

AVOIDED COST RATES:

In February each year, Conway Corporation shall recalculate the weighted average annual cost of wholesale energy for the preceding calendar year in establishing these Avoided Costs.

AVOIDED ENERGY RATE:

Equals the weighted average annual cost of wholesale energy for the preceding calendar year

TAXES:

With the exception of the Avoided Cost Rates, the above rates are subject to all local, state, and federal taxes, and franchise fees which are currently in effect or any taxes which are imposed by laws or ordinances on or after the effective date of this rate schedule.

PAYMENT:

The net bill, computed in accordance with the net monthly rate, shall be due and payable upon presentation and shall apply for a period of twenty (20) days. A gross bill in the amount of the net bill plus 2 ½ percent will be due after twenty (20) days on all bills in excess of \$100.00.

SECTION TWO. Rates are effective on October 1, 2017. Upon the effective date of the new rates, Ordinances 0-05-143 and 0-15-76 are repealed. Any other ordinance or parts thereof in conflict with this Ordinance are hereby repealed to the extent of the conflict.

Passed this 23rd day of May, 2017.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer

Conway Corp’s last Electric rate increase was effective January 1, 2006. The rate increase approved by our board of directors is necessary for a number of reasons: 1) Significant transmission expense increases have occurred 2) Inflationary increases on other operating expenses have occurred and 3) Insuring that fixed and variable components of our rates are appropriate.

At the end of 2006, our transmission expenses were \$2.4MM. We absorbed inflationary cost increases as best we could, but when the 2016 transmission expenses increased to \$8.2MM (a \$3.3MM increase over 2015) we had to evaluate the adequacy of our rates. Additionally, we had to consider our rate design to insure that fixed and variable components are fair and equitable. In other words, there are fixed costs that we incur even if a customer does not consume a kWh and we need to make sure that customers are paying for the fixed costs that they are responsible for in the distribution system.

We engaged Utility Financial Solutions (UFS), experts in municipal rate design, to help with the rate study. Their study forecasts net losses and a depletion of cash reserves over the next 6 years which pose a risk to the financial health of the Electric Department. Based on the recommendation from UFS, staff and the Conway Corp Finance Committee our board of directors approved the following average rate increases by customer class for the next three years:

Residential and Residential Net Metering <ul style="list-style-type: none"> • Year 1 – 2.6% • Year 2 – 2.7% • Year 3 – 2.6% 	Small Commercial <ul style="list-style-type: none"> • Year 1 – 3.3% • Year 2 – 3.5% • Year 3 – 3.4%
Large General <ul style="list-style-type: none"> • Year 1 – 1.9% • Year 2 – 1.9% • Year 3 – 1.9% 	Large Power <ul style="list-style-type: none"> • Year 1 – 2.3% • Year 2 – 2.2% • Year 3 – 2.2%
Institutional <ul style="list-style-type: none"> • Year 1 – 1.9% • Year 2 – 2.0% • Year 3 – 2.0% 	Municipal <ul style="list-style-type: none"> • Year 1 - 1.6% • Year 2 - 1.7% • Year 3 – 1.8%

Even with rate increase, rates in Conway will still be among the lowest in the state. See additional supplemental information for summary of rate changes and residential benchmarking.

ELECTRIC RATE CHANGES 2017

RESIDENTIAL & RESIDENTIAL NET METERING

Rates	Current	Year 1	Year 2	Year 3
Monthly Facilities Charge	\$ 6.00	\$ 9.00	\$ 12.00	\$ 15.00
Energy Charge:				
Winter Block 1 (0 - 1,000 kWh)	\$ 0.05900	\$ 0.05500	\$ 0.05100	\$ 0.04850
Winter Block 2 (Excess)	\$ 0.03700	\$ 0.04200	\$ 0.04800	\$ 0.04850
Summer (All Energy)	\$ 0.06730	\$ 0.06720	\$ 0.06700	\$ 0.06700
Average Increase Over Prior Year¹		2.60%	2.70%	2.60%

¹ Excludes Net Metering Customers

SMALL COMMERCIAL

Rates	Current	Year 1	Year 2	Year 3
Monthly Facilities Charge	\$ 11.00	\$ 15.00	\$ 19.00	\$ 23.00
Energy Charge:				
Winter	\$ 0.03700	\$ 0.03500	\$ 0.03300	\$ 0.03100
Summer	\$ 0.04250	\$ 0.04000	\$ 0.03800	\$ 0.03600
Demand Charge per kW	\$ 7.00	\$ 8.00	\$ 9.00	\$ 10.00
Average Increase Over Prior Year		3.30%	3.50%	3.40%

LARGE GENERAL SERVICE

Rates	Current	Year 1	Year 2	Year 3
Monthly Facilities Charge	\$ -	\$ 70.00	\$ 140.00	\$ 140.00
Energy Charge	\$ 0.03700	\$ 0.03480	\$ 0.03260	\$ 0.03110
Demand Charge:				
First 100 kW (minimum)	\$ 700.00	\$ 800.00	\$ 900.00	\$ 1,000.00
All Other Demand per kW	\$ 7.00	\$ 8.00	\$ 9.00	\$ 10.00
Average Increase Over Prior Year		1.90%	1.90%	1.90%

LARGE POWER SERVICE

Rates	Current	Year 1	Year 2	Year 3
Monthly Facilities Charge	\$ -	\$ 180.00	\$ 355.00	\$ 355.00
Energy Charge	\$ 0.03250	\$ 0.03190	\$ 0.03130	\$ 0.03080
Demand Charge:				
First 1000 kW (minimum)	\$ 7,000.00	\$ 8,000.00	\$ 9,000.00	\$ 10,000.00
All Other Demand per kW	\$ 7.00	\$ 8.00	\$ 9.00	\$ 10.00
Average Increase Over Prior Year		2.30%	2.20%	2.20%

INSTITUTIONAL

Rates	Current	Year 1	Year 2	Year 3
Monthly Facilities Charge	\$ -	\$ 170.00	\$ 340.00	\$ 340.00
Energy Charge	\$ 0.03700	\$ 0.03580	\$ 0.03470	\$ 0.03370
Demand Charge per kW	\$ 7.00	\$ 8.00	\$ 9.00	\$ 10.00
Average Increase Over Prior Year		1.90%	2.00%	2.00%

MUNICIPAL

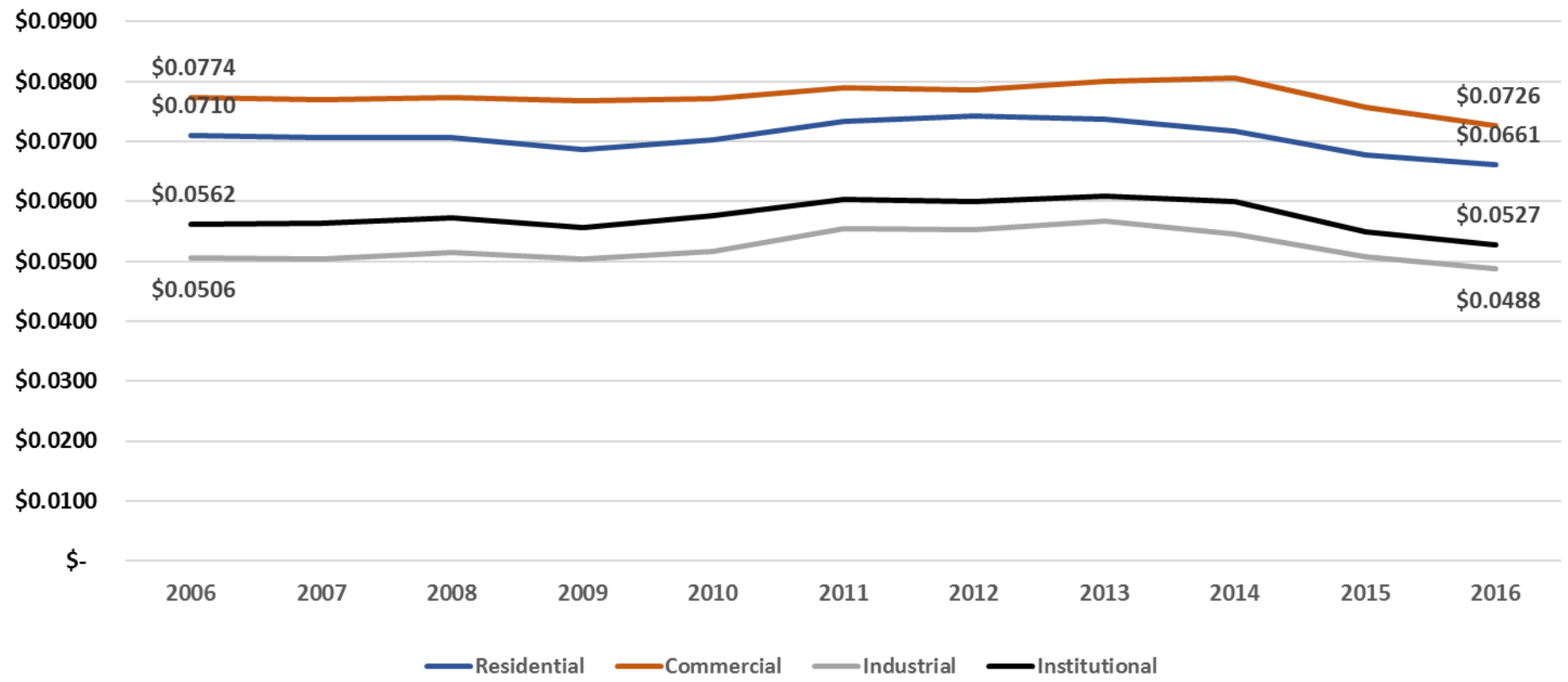
Rates	Current	Year 1	Year 2	Year 3
Monthly Facilities Charge	\$ 11.00	\$ 20.00	\$ 30.00	\$ 40.00
Energy Charge	\$ 0.04900	\$ 0.04480	\$ 0.04050	\$ 0.03630
Demand Charge per kW	\$ 7.00	\$ 8.00	\$ 9.00	\$ 10.00
Average Increase Over Prior Year		1.60%	1.70%	1.80%

FUEL/POWER COST ADJUSTMENT (ALL SALES)

	Current	Year 1	Year 2	Year 3
EMBEDDED FUEL/POWER COSTS/kWH:	\$ 0.0320	\$ 0.0395	\$ 0.0395	\$ 0.0395

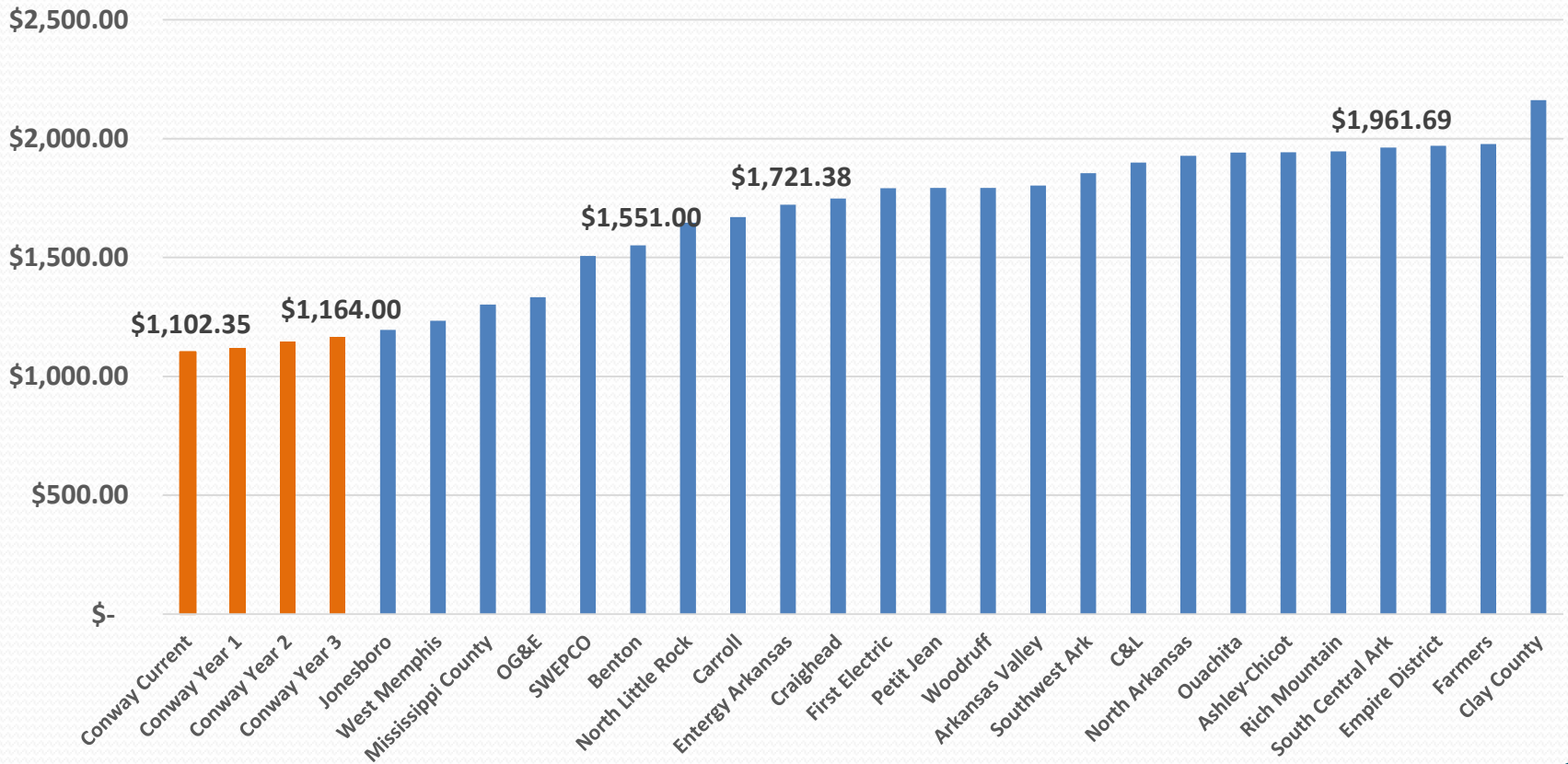
Energy Revenue

Revenue per kWh 2006-2016



Residential Benchmark

Residential Bill Comparison
 Annual Dollars W/O Electric Water Heating
 1500 kWh - 12 Months Ending December 2016





City of Conway, Arkansas
Ordinance No. O-17-_____

AN ORDINANCE AMENDING ORDINANCE O-16-46 BY ESTABLISHING WATER RATES FOR RESIDENTIAL CUSTOMERS WHO HAVE A SEPARATE WATER METER FOR PRIVATE FIRE PROTECTION, DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

Whereas, certain residential water customers are required to have a separate water meter for private fire protection; and

Whereas, the Board of Directors of the Corporation has determined the need to provide the rate set forth in this Ordinance as a fair and equitable provision.

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

Section 1. Ordinance 0-16-46 is hereby amended to add a new subsection B to Section Seven which reads as follows:

B. Effective June 1, 2017, residential customers receiving private fire protection through a $\frac{3}{4}$ or 1 inch meter at a single-family residence shall pay a minimum monthly rate of \$5.00 on that service. Any usage on the meter will be billed at the consumption rates in Section Three. Installation fees for the private fire meter, as established by Conway Corporation, shall be the responsibility of the property owner.

Section 2. This Ordinance being necessary for the protection of the public health and welfare, an emergency is declared and this Ordinance shall be effective on June 1, 2017.

Passed this 23rd day of May, 2017.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Resolution No. R-17-___

A RESOLUTION REQUESTING THE FAULKNER COUNTY TAX COLLECTOR PLACE A CERTIFIED LIEN AGAINST REAL PROPERTY AS A RESULT OF INCURRED EXPENSES BY THE CITY OF CONWAY; AND FOR OTHER PURPOSES.

Whereas, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on 1224 Sutton Street. within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

Whereas, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$3,584.88 (\$3,231.71 + Penalty-\$323.17 + filing fee-\$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

Whereas, a hearing for the purpose of determine such lien has been set for **May 23rd, 2017** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Conway, Arkansas that:

Section 1: That after said public hearing the amount listed above is hereby certified and is to be forwarded to the Faulkner County Tax Collector and Assessor by the City of Conway.

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 23rd day of May, 2017.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer

City of Conway
Code Enforcement
1201 Oak Street
Conway, Arkansas 72032



Missy Lovelady
Phone: 501-450-6191
Fax: 501-504-6908

MEMO:

To: Mayor Bart Castleberry
CC: City Council Members

From: Missy Lovelady
Date: May 15, 2017

Re: 1224 Sutton St.

- February 1, 2017– Warning Violation written regarding dilapidated structure by Kim Beard.
- Property Owner is listed as Sylvia Gatewood.
- Property was rechecked on 2/9/17 with no progress made.
- Certified and regular letters were mailed 2/10/17 to address on file and a notice was left by post office.
- Property was rechecked on 2/21/17 with no action taken.
- Final Cleanup completed on 3/30/17.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

If you have any questions please advise.

INVOICE

City of Conway Code Enforcement

DATE: MAY 18, 2017

1201 Oak Street
Conway, AR 72032
Phone: 501-450-6191
Fax 501-504-6908
missy.schrag@cityofconway.org

TO GATEWOOD, SYLVIA
1224 SUTTON ST
CONWAY AR 72032

Description: Mowing/Clean-up/Admin Fees
associated with the nuisance abatement at
1224 SUTTON ST, Conway Arkansas

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Kim Beard	710-01667-000		May 23, 2017

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Paladino Construction, Inc	\$3200.00	\$3200.00
1	Administrative Fee (Code Enforcement)	20.49	20.49
2	Certified Letter	5.13	10.26
2	Regular letter	.48	.96

TOTAL BY 5/23/17 \$3231.71

- Total amount due after May 23, 2017 includes collection penalty & filing fees

TOTAL AFTER
5/23/17 \$3584.88

Make all checks payable to City of Conway Code Enforcement @ 1201 Oak Street Conway Arkansas 72032

City of Conway
Code Enforcement

1201 Oak Street
Conway, Arkansas 72032
www.cityofconway.org



Missy Lovelady
Conway Permits & Code Enforcement
Phone 501-450-6191
Fax 501-504-6908

April 12, 2017

Parcel # 710-01667-000

GATEWOOD, SYLVIA
1224 SUTTON ST
CONWAY AR 72032

RE: Nuisance Abatement at 1224 Sutton St., Conway AR
Cost of Clean-Up, Amount Due: \$3231.71

To whom it may concern:

Because you failed or refused to remove, abate or eliminate certain conditions on the aforementioned real property in the City of Conway, after having been given seven (7) days notice in writing to do so, the City of Conway was forced to undertake the cleanup of this property to bring it within compliance of the Conway Municipal Code.

The City of Conway is requesting payment for all costs expended in correcting said condition. If after thirty (30) days from the receipt of this letter notifying you of the cost to correct said condition, such payment has not been remitted to the City, the City has the authority to file a lien against real estate property for the cost expended after City Council approval.

At its **May 23, 2017 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

1. Consideration of the cost of the clean-up of your real property.
2. Consideration of placing a lien on your real property for this amount.
3. Consideration of certifying this amount determined at the hearing, plus a ten percent (10%) penalty for collection & filing fees, to the Tax Collector of Faulkner County to be placed on the tax books as delinquent taxes and collected accordingly.

None of these actions will be necessary if full payment is received before the meeting date. Please make check payable to the **City of Conway** and mail to **1201 Oak Street Conway Arkansas 72032** with the **attention** to **Missy Lovelady**. If you have any questions, please feel free to call me at 501-450-6191.

Respectfully,

Missy Lovelady

**Conway Code Enforcement
Incident Report**

Date of Violation: 02/01/2017

Violator Name: Sylvia Gatewood

Address of Violation: 1224 Sutton St

Violation Type: Dilapidated structure

Warning #: CE9366

Description of Violation and Actions Taken: On 02/01/17 Code Enforcement Officer Kim Beard wrote a warning violation for dilapidated structure. Property was rechecked on 02/09/17 with no progress made. Certified & regular letters were mailed 02/10/17. Property was rechecked on 02/21/17 with no action taken. Demolition was completed on 03/30/17.

Code Enforcement Officer: Kim Beard

Officer Signature: _____

Date:

Time:







**City of Conway, Arkansas
Ordinance No. O-17-__**

AN ORDINANCE APPROPRIATING FUNDS FOR THE COST OF A GEOPHYSICAL STUDY FOR THE LOLLIE LEVEE; AND FOR OTHER PURPOSES.

Whereas, The City of Conway & Faulkner County has determined that the need exists to have a geophysical study of the Lollie Levee which will be prepared by the USGS (United States Geological Study Survey, Lower Mississippi Gulf Water Center; and

Whereas, the total cost of the study will be \$22,500, and paid by Faulkner County; with the City's portion being \$10,000; and

Whereas, the funding for this study has not been previously appropriated by Council action.

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

Section 1: The City of Conway shall appropriate \$10,000 from the Airport's Fund Balance Appropriation account (550.109.4900) to the Other Professional Services account (550.109.5299) for reimbursement to Faulkner County for the City's portion of the study.

Section 2: All ordinances in conflict herewith are repealed to the extent of the conflict.

PASSED this 23rd day of May, 2017.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Ordinance No. O-17-__**

AN ORDINANCE APPROPRIATING FUNDS FOR THE COST OF A NEW WINDCONE AND POLE FOR THE CONWAY AIRPORT; AND FOR OTHER PURPOSES.

Whereas, The Conway Airport needs to replace the primary airport windcone and pole;
and

Whereas, the total cost of the new windcone and pole will be approximately \$5,500 including delivery and installation; and

Whereas, the funding for this repair has not been previously appropriated by Council action.

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

Section 1: The City of Conway shall appropriate \$5,500 from the Airport’s Fund Balance Appropriation account (550.109.4900) to the Equipment Maintenance and Repair account (550.109.5440) for the replacement of the windcone and pole.

Section 2: All ordinances in conflict herewith are repealed to the extent of the conflict.

PASSED this 23rd day of May, 2017.

Approved:

Mayor Bart Castleberry

Attest:

**Michael O. Garrett
City Clerk/Treasurer**

05.16.2017

Memo

To
Mayor Bart Castleberry

From
B. Finley Vinson, P.E.

CC
Felicia Rogers

Re
Dave Ward
Drive_Adaptive
Traffic Signal

Comments:

In 2013 the City of Conway applied for a Metroplan System Optimization Grant and was awarded 80% funding for an adaptive traffic signal system on Dave Ward Drive. This system will significantly improve traffic flow on Dave Ward Drive from I-40 to Hogan. A software vendor has been selected following an RFP and the Arkansas State Highway and Transportation Department (AHTD) has given their approval to execute the attached contract, which constitutes the first phase of the project.

On August 25, 2015, the City Council passed resolution R-15-46, pledging its commitment to provide the 20% local match required for this grant. A total of \$200,000 was included in 2015 Street Fund budget to cover this commitment. The match required for this phase of the contract is \$74,101.60. The second phase of this project will be the construction phase, and is estimated to require \$120,274.68 in matching funds.

I request approval of the attached contract. Please don't hesitate to contact me if you have any questions.

City of Conway Street & Engineering Department

(501) 450-6165
100 E Robins St, Conway, AR 72032

[www.cityofconway.org/pages/street-department/
finley.vinson@cityofconway.org](http://www.cityofconway.org/pages/street-department/finley.vinson@cityofconway.org)



AGREEMENT
FOR TECHNICAL SERVICES
(LOCAL VERSION – LUMP SUM)

AHTD JOB NO. 080519, DAVE WARD DR. TRAFFIC OPS. IMPVTS. (CONWAY) (S)
FEDERAL AID PROJECT ("FAP") NO. STPU-9095(34)
CITY OF CONWAY CONTRACT NO. 13116
CONWAY ADAPTIVE SIGNAL SYSTEM – DAVE WARD DRIVE

PREAMBLE

THIS AGREEMENT, entered into this ____ day of _____, 2017, by and between the City of Conway ("Owner"), and Temple, Inc., a State of Alabama Corporation ("Service Provider"), with principal offices at 305 Bank Street, Decatur, Alabama, 35601.

WITNESSETH:

WHEREAS, the Owner is planning to conduct traffic studies to upgrade the current traffic system to an adaptive traffic system; and,

WHEREAS, the Owner's forces are fully employed on other urgent work that prevents their assignment to the aforementioned work; and,

WHEREAS, the Service Provider's staff is adequate and well qualified, and it has been determined that its current workload will permit completion of the tasks on schedule.

NOW THEREFORE, it is considered to be in the best public interest for the Owner to obtain the assistance of the Service Provider's organization in connection with technical services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

1. PRELIMINARY MATTERS

- 1.1 "Service Provider's Representative" shall be Brad White, until written notice is provided to the Owner designating a new representative.
- 1.2 "Contract Ceiling Price." The Contract Ceiling Price for this Agreement is \$370,508. The Contract Ceiling Price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the Owner under this Agreement exceed the Contract Ceiling Price. The Service Provider shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any invoice, fee, or cost exceeding the Contract Ceiling Price.
- 1.3 "Contract Price" is aggregate amount of allowable costs and fees to be paid by the Owner under this Agreement.
- 1.4 "Default" means the failure of the Service Provider to perform any of the provisions of this Agreement. *Default includes, but is not limited to, failure to complete phases of the work according to schedule or failure to make progress in the work so as to endanger timely performance of this Agreement, failure to comply with federal and state laws, and failure to comply with certifications made in or pursuant to this Agreement.*

- 1.5 "DOT" means the United States Department of Transportation.
- 1.6 "Department" or "AHTD" means the Arkansas State Highway and Transportation Department.
- 1.7 "FAR" means the Federal Acquisition Regulations, codified in 48 Code of Federal Regulations (C.F.R.).
- 1.8 "Owner" means, City of Conway, Arkansas
- 1.9 "FHWA" means the Federal Highway Administration.
- 1.10 "Title I Services" are those services provided by the Service Provider before the award of the contract for the construction of the Project, consisting primarily of technical services for the planning or design of the Project.
- 1.11 "Title I Services Ceiling Price." The Title I Services Ceiling Price for this Agreement is \$33,000. The Title I Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title I Services. In no event, unless modified in writing, shall total payments by the Owner related to Title I Services exceed the Title I Services Ceiling Price. The Service Provider shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title I Services exceeding the Title I Services Ceiling Price.
- 1.12 "Title II Services" are those services provided by the Service Provider after the award of the contract for the construction of the Project, consisting primarily of technical services during the construction of the Project.
- 1.13 "Title II Services Ceiling Price". The Title II Services Ceiling Price for this Agreement is \$337,508. The Title II Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title II Services. In no event, unless modified in writing, shall total payments by the Owner related to Title II Services exceed the Title II Services Ceiling Price. The Service Provider shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title II Services exceeding the Title II Services Ceiling Price.

2. TYPE OF AGREEMENT

- 2.1. The Title I portion of this Agreement is a lump-sum contract. The Service Provider is being hired to perform technical services in connection with the Project as set forth herein. In consideration for the technical services rendered by the Service Provider, the Owner shall pay to the Service Provider the Title I Services Ceiling Price as provided herein. The Title I Services Ceiling Price includes compensation for any cost to be incurred by the Service Provider, and the Service Provider shall not be reimbursed for any amount beyond the Title I Services Ceiling Price. The Service Provider shall bear the costs, and resulting risks, of performing this Agreement. The Service Provider may only be paid for work actually performed.
- 2.2. The Title II portion of this Agreement is broken out as "each" in Appendix B Title II Services. The Owner can adjust the number of intersections that require "validation", "testing", and maintenance, as desirable. The justification of costs and fees in Appendix

B shows the initial number of intersections for “validation”, “testing”, and maintenance of intersections at the time of this Agreement. The Title II Services Ceiling Price shall not be exceeded without a written supplemental agreement executed by the Owner and Service Provider.

- 2.3. The Project to be performed under this Agreement is a federally-assisted project and federal funds will be used, in part, to pay the Service Provider. Therefore, notwithstanding any provision of this Agreement, all payments to the Service Provider are subject to the requirements and limitations of 48 C.F.R. Part 31, and the Service Provider shall certify the accuracy of all invoices and requests for payment, along with supporting documentation and any other information submitted to the Owner with any claim for full or partial payment.

3. COSTS, FEES, AND PAYMENT

- 3.1. *Fees.* The justification for the fees and cost and the use of the lump-sum and each method of payment is contained in Appendix B, the scope of services, and the task and pricing list is provided in Appendix A. In consideration for the technical services rendered by the Service Provider, the Owner shall pay to the Service Provider the Fee in the manner provided herein.
- 3.2. *Invoices and Partial Payments.* Payments of the Fee shall be made as follows, unless modified by the written agreement of both parties:
- 3.2.1. See Payment – Adaptive Traffic Signal Control System in APPENDIX B
- 3.2.2. In making estimates for payment purposes, such estimates shall include only the amount and value of the work accomplished and tasks performed by the Service Provider under this Agreement which meets the standards of quality established under this Agreement as well as the requirements of the RFP.
- 3.2.3. Upon approval of the estimate by the Owner, payment upon properly executed vouchers and completed tasks shall be made to the Service Provider, as soon as practicable, of 100 percent of the approved amount of the estimated Fee earned, less previous payments.
- 3.3. *Final payment.*
- 3.3.1 The Service Provider shall submit a completion invoice or voucher of completed tasks, designated as such, promptly upon completion of the work and completed tasks, but no later than forty-five (45) days (or longer, as the Owner may approve in writing) after the completion date. Upon approval of the completion invoice or voucher, and upon the Service Provider’s compliance with all terms of this Agreement, the Owner shall promptly pay any balance of that part of the Fee (if any) not previously paid.
- 3.3.2 Although the Fee may be designated as lump sum, if the Agreement is terminated by the owner at any time for any reason pursuant to Section 17, Termination, the Service Provider shall be paid only for the pro-rata portion of the Fee actually earned for work actually performed and tasks completed.
- 3.3.3. *Owner’s Right to Withhold Payment.* The Owner may withhold payment to such extent as it deems necessary as a result of: (1) third party claims arising out of the services of the Service Provider and made against the Owner; (2) evidence of fraud, over-billing, or overpayment; (3) inclusion of non-allowable costs; (4)

failure to make prompt payments to subcontractors in the time provided by this Agreement; (5) payment requests received including fees for unapproved subcontractors; and/or (6) unsatisfactory performance of services. The withholding of payment under this provision shall in no way relieve the Service Provider of its obligation to continue to perform its services under this Agreement.

4. RECORDS & AUDITS

- 4.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- 4.2. *Examination.* The Service Provider shall maintain, and the Owner, the AHTD, and the FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to document all work performed, all costs and fees claimed or anticipated to be incurred and earned during the performance of this Agreement, any request for modification or amendment of this Agreement, and any claim or dispute. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination that a lump sum type of agreement is justified, including any CPA audit at no cost to the owner. This right of examination shall also include inspection at all reasonable times of the Service Provider's offices and facilities, or parts of them, engaged in performing the Agreement.
- 4.3. *Supporting Data.* If the Service Provider has been required to submit data in connection with any action relating to this Agreement, including the negotiation of the Fee, request for an adjustment, or assertion of a claim, the Owner, the AHTD, and the FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Service Provider's records, including computations and projections, related to—
- Any proposal for the Agreement, subcontract, or modification;
 - Discussions conducted on the proposal(s), including those related to negotiating;
 - Fees or costs under the Agreement, subcontract, or modification;
 - Performance of the Agreement, subcontract or modification; or,
 - The amount and basis of any claim or dispute.
- 4.4. *Audit.* The Owner, the AHTD, and the FHWA, or their authorized representatives, shall have access to and the right to examine any of the Service Provider's records involving transactions related to this Agreement or a subcontract hereunder.
- 4.5. *Reports.* If the Service Provider is required to furnish cost, funding, or performance reports, the Owner, the AHTD, and the FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Service Provider's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

4.6. *Availability.* The Service Provider shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this and Section 25, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—

4.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,

4.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.

4.7. The Service Provider shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

5. DESCRIPTION OF THE PROJECT AND TASKS TO BE COMPLETED

This project provides consultation, configuration, programming, training, maintenance and operational support, integration of hardware and software needed for an Adaptive Signal Control Technology System (ASCT) for 9 intersections on Dave Ward Drive. The purpose of this project is to add ASCT that modifies signal parameters in response to changes in traffic conditions in real time. The primary objectives of adding the adaptive traffic signal system in the project area are to accommodate irregular traffic patterns, provide smoother traffic flow along Dave Ward Drive, and accommodate future developments within and near the project area.

6. INFORMATION AND TITLE I SERVICES AND TASKS TO BE PROVIDED BY THE SERVICE PROVIDER

See Appendix A.

7. INFORMATION TO BE PROVIDED BY THE OWNER

The Owner shall provide the Service Provider with the following information, as it exists;

- Provide readily available traffic engineering information per intersection including, but not limited to: phasing, allowed and prohibited movements, current timing plans, amber times, all-red times, pedestrian walk and flashing don't walk times.
- Owner not responsible for collecting any missing information, however, Service Provider shall be able to have access to Owner's Central System, as required.
- A detailed before-and-after study measuring delay, stops, travel time, fuel consumption and emissions over multiple time periods throughout the weekday could be conducted (AM Peak, AM Off-peak, Noon Peak, Afternoon Off-Peak, PM Peak, Evening Off-Peak). This may be let out to a Service Provider as part of the total job scope of work.

8. TITLE II SERVICES TO BE PROVIDED BY THE SERVICE PROVIDER

See Appendix A.

9. COORDINATION WITH OWNER

Throughout the Project, the Service Provider shall hold conferences as needed in Conway, Arkansas, or such other location as designated by the Owner and Service Provider, with representatives of the Owner, and other parties so that as the Project progresses, the Service Provider shall have full benefit of the Owner's knowledge of existing needs and facilities and be consistent with the Owner's current policies and practices. The extent and character of the work to be done by the Service Provider shall be subject to the general oversight and approval of the Owner.

10. OFFICE LOCATION FOR REVIEW OF WORK

Review of the work as it progresses and all files and documents produced under this Agreement may be made by representatives of the Owner, the AHTD, and the FHWA at the project office of the Service Provider located in the Service Provider's Alabama office located at 305 Bank Street, Decatur, Alabama 35601. Information that can be readily sent via electronic transmittal will be done so upon a reasonable request by the Owner.

11. ACCESS TO PROPERTY

The Service Provider's services to the Owner may require entry upon private property. The Owner will present or mail to private landowners a letter of introduction and explanation, describing the work, which shall be drafted by the Service Provider. The Service Provider will make reasonable attempts to notify resident landowners who are obvious and present when the Service Provider is in the field. The Service Provider is not expected to provide detailed contact with individual landowners. The Service Provider is not expected to obtain entry by means other than the consent of the landowner. If the Service Provider is denied entry to private property by the landowner, the Service Provider will not enter the property. If denied entry to the property, the Service Provider shall notify the Owner and advise the Owner of an alternate evaluation method if one is feasible. The Owner shall decide on the course of action to obtain access to the property.

12. DELIVERABLES

12.1. Title I

- Details provided in APPENDIX A (Title I Services – Before Contractor Selection)

12.2. Title II

- Details provided in APPENDIX A (Title II Services – Post Contractor Selection)

13. SUBCONTRACTING

- 13.1. Unless expressly disclosed herein, the Service Provider may not subcontract any of the services to be provided herein without the express written approval of the Owner. All subcontractors, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.
- 13.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Service Provider's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Service Provider of any responsibility, obligation, or duty under this Agreement.
- 13.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.
- 13.4. *Prompt Payment.* The Service Provider shall pay subcontractors for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Owner to the Service Provider. Any retainage payments held by the Service Provider must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Service Provider. If the Service Provider fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Owner, at its sole option and discretion, may:
- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or payments otherwise due the Service Provider;
 - notify any sureties; and/or,
 - Withhold any or all reimbursements or payments otherwise due to the Service Provider until the Service Provider ensures that the subcontractors have been and will be promptly paid for work performed.
 - Terminate this agreement;
- 13.5. The Service Provider shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

14. RESPONSIBILITY OF THE SERVICE PROVIDER

- 14.1. Neither the employees of the Service Provider, or of its subcontractors, shall be deemed employees of the Owner for the purposes of this Agreement.
- 14.2. The Service Provider and its subcontractors agree that it will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement. Furthermore, the Service Provider and its subcontractors shall not enter into any other contract during the term of this Agreement that would create or involve a conflict of interest with the services provided herein or

other contracts that may be adverse to the Owner, State, City or County as it relates to this Agreement.

- 14.3. Notwithstanding any review, approval, acceptance or payment by the Owner, the Service Provider shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Service Provider under this Agreement.
- 14.4. The Service Provider shall demonstrate to the Owner the presence and implementation of quality assurance in the performance of the Service Provider's work. The Service Provider shall identify individual(s) responsible, as well as methods used to determine the completeness and accuracy of drawings, specifications, cost estimates, and other services provided.
- 14.5. The Owner shall have the right at any time and in its sole discretion to submit for review all or any portion of the Service Provider's work to consulting engineers engaged by the Owner for that purpose. The Service Provider shall fully cooperate with any such review.
- 14.6. The Service Provider and any subcontractor shall employ qualified and competent personnel to perform the work under this Agreement.
- 14.7. Neither the Owner's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. The Service Provider shall be and remain liable to the Owner for all damages to the Owner caused by the Service Provider's negligent performance of any of the services furnished under this Agreement.
- 14.8. The rights and remedies of the Owner and Service Provider provided for under this Agreement are in addition to any other rights and remedies provided by law.
- 14.9. If the Service Provider is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

15. WARRANTY OF SERVICES

- 15.1. *Definitions. Acceptance*, as used in this Agreement, means the act of an authorized representative of the Owner by which the Owner approves specific services, as partial or complete performance of the Agreement. *Correction*, as used in this Agreement, means the elimination of a defect.
- 15.2. Notwithstanding inspection and acceptance by the Owner or any provision concerning the conclusiveness thereof, the Service Provider warrants that all services performed and work product under this Agreement will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Agreement.
- 15.3. If the Consultant is required to correct or re-perform, it shall be at no additional cost to the Owner above the Contract Price, and any services corrected or re-performed by the Consultant shall be subject to this Section to the same extent as work initially performed. If the Consultant fails or refuses to correct or re-perform, the Owner may, by contract or otherwise, correct or replace with similar services and charge to the Consultant the cost occasioned to the Owner thereby, or make an equitable adjustment in the Fee.

- 15.4. If the Owner does not require correction or re-performance, the Owner shall make an equitable adjustment in the Fee.
- 15.5. Nothing within this Section shall constitute a waiver or exclusion of any other right or remedy that the Owner may possess at law or under this Agreement.

16. TERM, COMMENCEMENT, AND COMPLETION

- 16.1. This Agreement shall commence on the effective date set forth above and remain in effect until the completion of the Service Provider's Scope of Services, as defined herein, to be completed *within a period of 12 months*, unless extended or terminated by the Owner or Service Provider in accordance with this Agreement.
- 16.2. The Service Provider shall begin work under the terms of this Agreement within ten (10) days of receiving written notice to proceed. [If services are to be performed in subsequent phases, then each phase shall be commenced upon the Owner's approval of the previous phase. The Service Provider shall not be entitled to any compensation or reimbursement for services performed in a phase unless and until it has received approval from the Owner to proceed with such services.]
- 16.3. It is further agreed that time is of the essence in performance of this Agreement. The Service Provider shall complete the work, or each task, as scheduled, and the Owner shall provide any required approval of the work or phase meeting the requirements contained herein in a reasonable and timely manner. The Project shall be completed as follows:
- *Contract TITLE I Services*: Sixty (60) calendar days for completion of tasks listed in Scope, after Notice to Proceed is given.
 - *Contract TITLE II Services*: Six (6) months for completion of tasks listed in Scope, after Notice to Proceed is given.

17. TERMINATION

- 17.1 The Owner may terminate this Agreement in whole or, from time to time, in part, for any reason.
- 17.2. The Owner shall terminate this Agreement by delivering to the Service Provider written notice of the termination.
- 17.3. Upon receipt of the notice, the Service Provider shall:
- Immediately discontinue all services affected (unless the notice directs otherwise).
 - Deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.
 - Terminate all subcontracts to the extent they relate to the work terminated.

- In the sole discretion and option of the Owner, and if and only if requested to do so, assign to the Owner all right, title, and interest of the Service Provider under the subcontracts terminated, in which case the Owner shall have the right to settle any claim or dispute arising out of those subcontracts without waiver of any right or claim the Owner may possess against the Service Provider.
 - With approval or ratification by the Owner, settle all outstanding liabilities arising from the termination of subcontracts, the cost of which would be allowable in whole or in part, under this Agreement.
 - Complete performance of the work not terminated.
 - Take any action that may be necessary, or that the Owner may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Service Provider and in which the Owner has or may acquire an interest.
- 17.4. If the termination is by the Owner, the Owner shall make an equitable adjustment in the Fee, subject to the Ceiling Prices and Funding Limitations provisions, *but shall allow no anticipated Fee or profit on unperformed services.*
- 17.5. If the termination is for the Service Provider's Default, the Owner may complete the work by contract or otherwise and the Service Provider shall be liable for any reasonable and necessary additional cost incurred by the Owner to the extent caused by Service Provider's default.
- 17.6. Disputes and claims arising from termination of this Agreement shall be governed by Section 25, Disputes and Claims.
- 17.7. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy.

18. STOP WORK ORDERS

- 18.1 The Owner may, at any time, by written order to the Service Provider, require the Service Provider to stop all, or any part, of the work called for by this Agreement for a period of up to 90 days after the order is delivered to the Service Provider, and for any further period to which the parties may agree. Upon receipt of the order, the Service Provider shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Service Provider, or within any extension of that period to which the parties shall have agreed, the Owner shall either—
- 18.1.1. Cancel the stop work order; or
- 18.1.2. Terminate the work pursuant to Section 17, Termination.
- 18.2. If a stop work order issued under this Section is canceled or the period of the order or any extension thereof expires, the Service Provider shall resume work. The Owner shall make an equitable adjustment in the delivery schedule or Fee, or both, and the Agreement shall be modified, in writing, accordingly, if—

- The stop work order was not issued because of Service Provider's Default in its performance of its obligations under any part of this Agreement; and,
- The stop work order results in an increase in the time required for, or in the Service Provider's cost properly allocable to, the performance of any part of this Agreement; and,
- The Service Provider provides Notice of Potential Claim pursuant to Section 25, Disputes and Claims.

19. PATENT AND COPYRIGHT INFRINGEMENT

- 19.1. The Service Provider shall report to the Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Service Provider has knowledge.
- 19.2. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Service Provider shall furnish to the Owner, when requested by the Owner, all evidence and information in possession of the Service Provider pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Service Provider.
- 19.3. The Service Provider agrees to include, and require inclusion of, the provisions of this Section in all subcontracts at any tier for supplies or services.
- 19.4. The Service Provider shall indemnify the Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Owner of such supplies or construction work.
- 19.5. This indemnity shall not apply unless the Service Provider shall have been informed within ten (10) business days following the Owner's receipt of legal notice of any suit alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by the Service Provider, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Service Provider, unless required by final decree of a court of competent jurisdiction.

20. BANKRUPTCY

In the event the Service Provider enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Service Provider agrees to furnish, by certified mail, written notice of the bankruptcy to the Owner. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of AHTD job numbers and FAP numbers for all contracts with Owner against which final payment has not been made. This obligation remains in effect until final payment under this Agreement.

21. FUNDING LIMITATIONS

The Owner's obligations under this Agreement are contingent upon the availability of appropriated funds from which payments under the terms of this Agreement can be made in this and each subsequent fiscal year for the duration of the Agreement. No legal liability on the part of the Owner of any kind whatsoever under this Agreement shall arise until funds are made available to the Owner for performance of this Agreement, including those to be appropriated by the State of Arkansas and those to be provided by the United States.

22. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties and their successors and assigns, and except as expressly set forth herein, neither the Owner nor the Service Provider may assign, delegate, or transfer any benefit or obligation under this Agreement without the express written consent of the other party. Nothing herein shall be construed as a waiver of any immunity or as creating any personal liability on the part of any officer or agent of the Owner or any other governmental entity either made a party to, or having any interest in, this Agreement.

23. INDEMNITY AND RESPONSIBILITY FOR CLAIMS AND LIABILITY

23.1. *Indemnity.* The Service Provider shall hold harmless and indemnify the Owner and the AHTD, and their officers, employees, and agents, from and for all claims and liabilities stemming from any wrongful (whether negligent, reckless, or intentional) acts or omissions on the part of the Service Provider and its subcontractors, and their agents and employees.

23.2. *No Personal Liability.* No director, officer, manager, employee, agent, assign, or representative of the Owner or the AHTD shall be liable to the Service Provider in a personal or individual capacity under any term of this Agreement, because of any breach thereof, or for any act or omission in its execution or performance.

23.3. *Independent Contractor Relationship.* The parties intend that the Service Provider shall be an independent contractor of the Owner and that the Service Provider shall be liable for any act or omission of the Service Provider or its agents, employees, or subcontractors arising under or occurring during the performance of this Agreement. No act or direction of the Owner shall be deemed to be an exercise of supervision or control of the Service Provider's performance.

24. **INSURANCE**

- 24.1. *Professional Liability Insurance Coverage.* The Service Provider shall not be required to carry Professional Liability Insurance due to the nature of the Project. The work that the Service Provider performs will not include Professional Engineering work, in nature.
- 24.2. *Worker's Compensation Insurance.* The Service Provider shall at all times during the Term of this Agreement maintain Worker's Compensation and Employers Liability Insurance as required under Arkansas law.
- 24.3. *General Liability Insurance.* The Service Provider shall at all times during the term of this Agreement maintain comprehensive general liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, which shall cover all owned, hired, and non-owned vehicles. The Service Provider's insurance coverage shall also cover restoration of plans, drawings, field notes, and other documents in the event of their loss or destruction while in the custody of the Service Provider.
- 24.4. *Insurance Policies and Certificates.* The Service Provider shall provide the Owner upon request copies of its insurance policies and evidence satisfactory to the Owner concerning the effectiveness and the specific terms of the insurance. Prior to the execution of this Agreement, the Service Provider shall furnish to the Owner certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of any expiring insurance policy required hereunder within thirty (30) days of the expiration thereof. The Service Provider's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which Owner, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.
- 24.5. *Additional Insurance Requirements.* All insurance maintained by the Service Provider pursuant to this Section shall be written by insurance companies licensed to do business in Arkansas, in form and substance satisfactory to the Owner, and shall provide that the insurance will not be subject to cancellation, termination, or change during its term except upon thirty (30) days prior written notice to the Owner.
- 24.6. *Duration of Insurance Obligations.* The Service Provider shall maintain its insurance coverage required under this Agreement in force and effect for a period not less than five years after the final acceptance of the project or the completion of the Service Provider's services under this Agreement, whichever comes later. Comprehensive General Liability Insurance Coverage required under this Agreement shall be in full force and effect until the final acceptance or the completion of the Service Provider's services, whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Service Provider's services, whichever comes first.
- 24.7. *Service Provider's Insurance Primary.* All insurance policies maintained by the Service Provider pursuant to this Agreement shall provide that the Service Provider's insurance shall be primary and the Owner's own insurance shall be non-contributing.
- 24.8. *Additional Insured.* All liability insurance policies maintained by the Service

Provider pursuant to this Agreement shall be endorsed to include the Owner, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Owner.

25. DISPUTES AND CLAIMS

- 25.1. *Notice of Potential Claim.* Whenever a Service Provider deems that any additional compensation is due, the Service Provider shall notify the Owner in writing of its intention to make a claim for additional compensation (“Notice of Potential Claim”) **before beginning the work that gives rise to the claim.**
- 25.2. *Time & Manner for Submitting Claim.* All disputes and claims shall first be submitted in writing to the Owner within 45 calendar days after the completion or termination date. **The Service Provider hereby agrees that the failure to submit the dispute or claim to the Owner prior to 45 calendar days after the completion or termination date shall constitute a waiver of the dispute or claim.**
- 25.3. *Form.* All disputes and claims must be submitted in writing and in sufficient detail to permit the Owner to determine the basis for entitlement and the actual allowable costs incurred. Each claim must contain:
- A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim;
 - The date the actions resulting in the claim occurred or conditions resulting in the claim became evident;
 - A copy of the “Notice of Potential Claim”;
 - The name, title, and activity of each Owner’s employee knowledgeable about facts that gave rise to such claim;
 - The name, title, and activity of each Service Provider, Subcontractor, or employee knowledgeable about the facts that gave rise to the claim;
 - The specific provisions of the Agreement that support the claim and a statement why such provisions support the claim;
 - The identification and substance of any relevant documents, things, or oral communications related to the claim;
 - A statement whether the claim is based on provisions of the Agreement or an alleged breach of the Agreement;
 - If an extension of time is sought, the specific number of days sought and the basis for the extension;
 - The amount of additional compensation sought and a specific cost breakdown of the amount claimed; and,
 - Any other information or documents that are relevant to the claim.

- 25.4. *Decision and Appeal.* The decision of the Owner shall be final and conclusive.
- 25.5. *Continued Performance.* Pending final resolution of a dispute or claim, unless the Owner has terminated this Agreement pursuant to Section 17, or issued a stop work order pursuant to Section 18, the Service Provider shall proceed diligently with the performance of this Agreement in accordance with the Owner's decisions.
- 25.6. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy. If the Owner decides the facts justify the action, the Owner may, at its sole option and discretion, receive and act upon a proposal, dispute, or claim submitted at any time before final payment under this Agreement.

26. COVENANT AGAINST CONTINGENCY FEES

- 26.1. The Service Provider warrants that no person or agency has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Fee or consideration, or otherwise recover, the full amount of the contingent fee.
- 26.2. *Bona fide agency*, as used in this Section, means an established commercial or selling agency, maintained by the Service Provider for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.
- 26.3. *Bona fide employee*, as used in this Section, means a person, employed by the Service Provider and subject to the Service Provider's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.
- 26.4. *Contingent fee*, as used in this Section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.
- 26.5. *Improper influence*, as used in this Section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

27. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Agreement, the Service Provider, for itself, successors, and assigns, certifies and agrees as follows:

- 27.1. *Compliance with Regulations.* The Service Provider shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title

49, C.F.R. Part 21, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, national origin, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.

- 27.2. *Nondiscrimination.* The Service Provider, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
- 27.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Service Provider or for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
- 27.4. *Information and Reports.* The Service Provider shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities by the Owner, the AHTD, or the USDOT and its Affiliated Modes to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Service Provider is in the exclusive possession of another who fails or refuses to furnish this information, the Service Provider shall so certify to the Owner, the AHTD or the USDOT and its Affiliated Modes, as appropriate, and shall set forth the efforts made by the Service Provider made to obtain the records or information.
- 27.5. *Sanctions for Noncompliance.* In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the USDOT and its Affiliated Modes may determine to be appropriate, including but not limited to, withholding of payments to the Service Provider under the Agreement until the Service Provider complies with the provisions and/or cancellation, termination, or suspension of the Agreement, in whole or in part.
- 27.6. *Incorporation of Provisions.* The Service Provider shall include the terms and conditions of this Section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontract or procurement as the Owner, the AHTD, or USDOT and its Affiliated Modes may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, however that, in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Service Provider may request the Owner or the AHTD to enter into such litigation to

protect the interests of the State, and, litigation to protect the interest of the United States.

28. DBE CLAUSE

28.1. The Service Provider or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Agreement. The Service Provider shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Service Provider to comply with or perform these requirements is a material breach of this Agreement, which may result in the cancellation, termination, or suspension of this Agreement in whole or in part, or such other remedy that the Owner may determine appropriate.

28.2 The Service Provider shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

29. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)

29.1. The Service Provider will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.

29.2. The Service Provider, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Service Provider shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.

29.3. In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

30. CERTIFICATION REGARDING LOBBYING

30.1 The Consultant certifies, to the best of their knowledge and belief, that:

30.1.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

30.1.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying".

30.2 The Consultant shall require that the language of this certification be included in the agreement for all subcontracts and that all subcontractors shall certify and disclose accordingly.

31. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

31.1 The Service Provider certifies, to the best of its knowledge and belief, that—

31.1.1 The Service Provider and any of its Principals—

31.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

31.1.1.2. Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

31.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Subsection 31.1.1.2; and,

31.1.1.4. The Service Provider has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.

31.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code, as well as any other applicable federal and state laws.

31.3. The Service Provider shall provide immediate written notice to the Owner if, at any time prior to contract award, the Service Provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- 31.4. The certification in Subsection 31.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Service Provider knowingly rendered an erroneous certification, the Owner may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the Owner.

32. MISCELLANEOUS

- 32.1. *General Compliance with Laws.* The Service Provider shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to the work, including but not limited to, the Americans with Disabilities Act and Occupational Safety and Health Act as amended.
- 32.2. *Registered Professional Engineer's Endorsement.* All plans, specifications, and engineering data provided by the Service Provider shall be endorsed and recommended by an authorized representative of the Service Provider, who shall be a registered Professional Engineer licensed in the State of Arkansas.
- 32.3. *Choice of Law.* This Agreement shall be governed by the laws of the State of Arkansas without consideration of its choice of law provisions.
- 32.4. *Choice of Forum.* The Service Provider agrees that any cause of action stemming from or related to this Agreement, including but not limited to disputes or claims arising under this Agreement, for acts or omissions in the performance, suspension, or termination of this Agreement, whether sounding in contract or tort, equity or law, may only be brought in the appropriate forum within State of Arkansas.
- 32.5. *No Waiver of Immunity.* The Owner expressly does not waive any defense of immunity that it may possess under either federal or state law, and no provision in this Agreement shall be construed to constitute such a waiver in whole or in part.
- 32.6. *Conflicts Between Laws, Regulations, and Provisions.* In the event of conflicting provisions of law, the interpretation shall be governed by the following in this order, from most controlling to least: Federal law and regulations, State law and regulations, Department and FHWA Design Standards, and this Agreement.
- 32.7. *Severability.* If any term or condition of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, all remaining terms of this Agreement shall remain valid and enforceable unless one or both of the parties would be materially prejudiced.
- 32.8. *No-Waiver.* The failure of the Owner to strictly enforce any term of this Agreement shall not be construed as a waiver of the Owner's right to require the Service Provider's subsequent performance of the same or similar obligation or duty.
- 32.9. *Modification and Merger.* This written Agreement and any provisions incorporated by reference reflect the entire agreement of the parties and may be modified only by the express written agreement of both parties.

33. CERTIFICATION OF AUTHORIZED REPRESENTATIVES

This Agreement and the certifications contained herein or attached hereto constitute the whole Agreement of the parties, and each party certifies that this Agreement and any attached certification have been executed by their duly authorized representatives.

34. NOTICE

34.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be addressed to either the Owner's Representative or the Service Provider's Representative, and mailed or hand-delivered to:

34.1.1 To the Owner's Representative:

Finley Vinson, P.E.
City of Conway
100 E. Robins
Conway, Arkansas, 72302

34.1.2. To the Service Provider:

Brad White
P. O. Box 2066
Decatur, Alabama 35602

IN WITNESS WHEREOF, the parties execute this Agreement, to be effective upon the date set out above.

Temple, Inc.

CITY OF CONWAY

BY: _____
Forrest Temple
President

BY: _____
Bart Castleberry
Mayor

APPENDICES

APPENDIX A	DESCRIPTION OF THE PROJECT AND SCOPE OF SERVICES
APPENDIX B	JUSTIFICATION OF FEES AND COSTS
APPENDIX C	STANDARD CERTIFICATIONS C-1 Temple, Inc. C-2 City of Conway

APPENDIX A

DESCRIPTION OF PROJECT AND SCOPE OF SERVICES

AHTD JOB NO. 080519

CITY OF CONWAY CONTRACT NO. 13116

CONWAY ADAPTIVE SIGNAL SYSTEM – DAVE WARD DRIVE

Title I Services—Before Contractor Selection

Service tasks provided during the development of the construction plan will include:

- Initial evaluation of corridor, challenges and opportunities
- Review existing intersection detection & associated cabinet wiring inputs
- Review existing signal control cabinets and communications networking,
- Develop strategies for overcoming challenges
- Present initial project plan: construction needs, early signal groupings, basic configurations
- Review and Implement changes necessary from project plan review
- Assist in the development of Final Construction/Project Plans to be completed by the City of Conway and Neel Schaffer as well as assist Gresham, Smith & Partners with any questions they may have regarding operation
- Site Survey – Temple will travel on-site to gather intersection information to determine material needed, observe traffic conditions.
- Provide report from the survey, which includes:
 - Documenting observations regarding traffic patterns/trends that affect detection placement (i.e. justification for set-back distance and filter zones)
 - Possible recommendations on any required Traffic Cabinet Modifications (i.e. card rack space, controller firmware)
- Initial PC SCOOT Design – Temple will work with the engineering firm to recommend detector placement for PC SCOOT operation. Additionally,
- Develop test procedures that comply with the RFP and Requirements Matrix
- Develop training plan that complies with the RFP and Requirements Matrix
- Assist with Design Review – Temple will travel on-site to review and assist with any design-related questions, working with engineering firm,
- Review and implement changes – Temple will take feedback from the design presentation and make changes as needed

Title II Services—Post Contractor Selection

Service tasks provided during the construction and implementation phase will include:

- Provide Detailed Project Plan/Configuration
- Contractor Materials Installation Training, which will “certify” that the contractor is properly trained on providing Service Provider with detailed information that is needed in order to properly integrate PC SCOOT
- PC SCOOT Database Development,
 - Measurement: To be paid upon completion of Validation
- PC SCOOT Intersection Validation,
 - Measurement: Validation will be completed just prior to System Turn-On
- Adaptive Turn On and Configuration,
- Fine tuning & system calibration,
- Intersection & Region (Group) Graphics/Maps Development, part of Validation Services
- Maintenance/Installation checklists - Temple will provide on-site maintenance training for Conway staff and perform all hardware related verification checklists for system installation.
- Operation/Theory Training – Temple will provide on-site training for operation of the PC SCOOT system and training on the theory of how PC SCOOT works
- Testing/Report – Temple will conduct testing, along with the city and engineering firm, as described in the RFP and Requirements Matrix as well as the testing plan, on-site. Temple will also deliver a results report upon conclusion of testing
- Configuration Audits – Temple will conduct configuration audits as described in the RFP and Requirements Matrix.

General Timelines for Title I and Title II Services

- **Title I Services**
 - On-site services: 30-60 calendar days to complete on-site services listed above
 - Remote services: performed concurrently with On-Site services
- **Title II Services**
 - 65 days of on-site work to complete Title II services (approx. 6-8 days per intersection)
 - Remote services performed concurrently with on-site services
 - Temple Title II work for Functional Adaptive Control will provide onsite & remote services to deploy the Siemens SCOOT adaptive system in the City of Conway on Dave Ward Drive.

AHTD JOB NO. 080519 General Notes (Title I and Title II Services)

- The above scope of work is subject to the requirements, terms, and conditions of the RFP. If there is inconsistencies between the scope and the RFP requirements, then the RFP requirements shall govern.

APPENDIX B

**AHTD JOB NO. 080519, DAVE WARD DR. TRAFFIC OPS. IMPVTS. (CONWAY) (S)
 CITY OF CONWAY CONTRACT NO. 13116
 CONWAY ADAPTIVE SIGNAL SYSTEM – DAVE WARD DRIVE**

JUSTIFICATION OF FEES AND COSTS

Temple will provide these services at a flat fee rate. The pricing included below is an example of what we expect to complete the necessary tasks. These fees include any travel necessary to complete the Scope of Work.

Title I Services:

Item	Value	Unit	Unit Price	Total Price
Technical Services – Onsite	1	Lump Sum	25,000.00	25,000.00
Technical Services – Remote	1	Lump Sum	8,000.00	8,000.00

Title II Services:

Pay Item	Item Descrip.	Value	Unit	Unit Price	Total Price
Adaptive Software	PC SCOOT Base (Set of 10)	1	Each –	134,245.00	134,245.00
	TACTICS/SCOOT Interface Module		Included		
Adaptive Services	Validation/Field Tuning	9	Each – All Inclusive	15,833.33	142,500.00
	Acceptance Testing	9	Each – All Inclusive	1,250.00	11,250.00
	Annual Maintenance Services	2	Each – All Inclusive	12,500.00	25,000.00
	SCOOT Training	1	Each – All Inclusive	15,000.00	15,000.00
Use Taxation	PC SCOOT System Use Taxes	1	Each – All Inclusive	9,513.00	9,513.00

APPENDIX B (CONTINUED)

Payment:

Adaptive Traffic Signal Control System

Payment is full compensation for furnishing and installing the items complete in place according to the RFP requirements. Payment for all items is as follows:

Title I Services

Item No. XXXX	Onsite Technical Services	\$25,000.00	Lump Sum
Item No. XXXX	Remote Technical Services	\$8,000.00	Lump Sum

Title II Services

Item No. XXXX	Adaptive Software	\$134,245.00	Each
Item No. XXXX	Adaptive Services	\$203,263.00	Each

Adjustments

A. Full payment is allowed for the Title I Services

- 100% payment once Construction Project is released to bid

B. Partial payment is allowed for the Adaptive Software as follows:

- 50% payment after acceptance of the SCOOT server installation and proof of purchase of the Adaptive Software
- 50% final payment after full delivery of a fully functional adaptive system delivered, installed, integrated, tested and accepted.

C. Partial payment is allowed for the Adaptive Services as follows:

- 50% payment after service provider completes initial translation plans and turns total number of intersections on under Adaptive Control
- 50% final payment after full delivery of a fully functional adaptive system delivered, installed, integrated, tested and accepted.
 - *This final payment of 50% of Adaptive Services includes, but is not limited to:*
 - *Acceptance Testing*
 - *Annual Maintenance Services (2 year contract) to be paid at this point*
 - *SCOOT Training*
 - *Use Taxes*

CERTIFICATION OF SERVICE PROVIDER

I hereby certify that I, Forrest Temple, am the Managing Director and duly authorized representative of the firm Temple, Inc., whose headquarters address is 305 Bank Street, Decatur, Alabama, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;
- (d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 C.F.R. 31, whether direct or indirect. All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Furthermore, as a recipient of Federal Aid Highway Funds, I certify and hereby agree to the conditions of Title VI Assurances as outlined in Section 27 of this Service Provider Agreement and shall insert the Notice of Nondiscrimination Statement as shown below in all solicitation of work or procurement of materials or equipment. I certify and hereby agree to the conditions of Certification Regarding Lobbying as outlined in Section 30 of this Agreement and shall insert the Certification Regarding Lobbying in all solicitation of work or procurement of materials or equipment.

NOTICE OF NONDISCRIMINATION STATEMENT

Temple, Inc., ("Service Provider"), complies with all civil rights provisions of federal statutes and related authorities that prohibited discrimination in programs and activities receiving federal financial assistance. Therefore, the Service Provider does not discriminate on the basis of race, sex, color, age, national origin, or disability, in the admission, access to and treatment in Service Provider's programs and activities, as well as the Service Provider's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Service Provider's nondiscrimination policies may be directed to Blake Temple at 305 Bank St. Decatur, AL 35601 256-353-3820 (address and telephone number) or the following email address: blake.temple@temple-inc.com.

Forrest Temple
President

Date

CERTIFICATION OF CITY OF CONWAY, ARKANSAS

I hereby certify that I am the Mayor of the City of Conway, Arkansas and that the aforementioned service provider or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee contributions donation, or consideration of any kind:

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Mayor, City of Conway, Arkansas

Date



1201 OAK STREET • CONWAY, AR 72032
 (501) 450-6105 • planningcommission@cityofconway.org

MEMO

To: Mayor Bart Castleberry
CC: City Council Members

From: Anne Tucker, 2017 Planning Commission Chairman
Date: May 16, 2017

Re: Request to amend Conditional Use Permit No. 1366

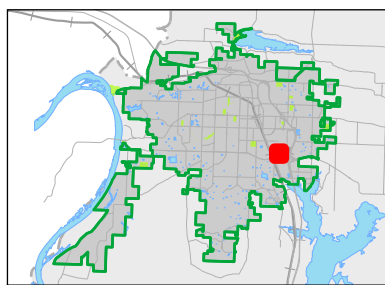
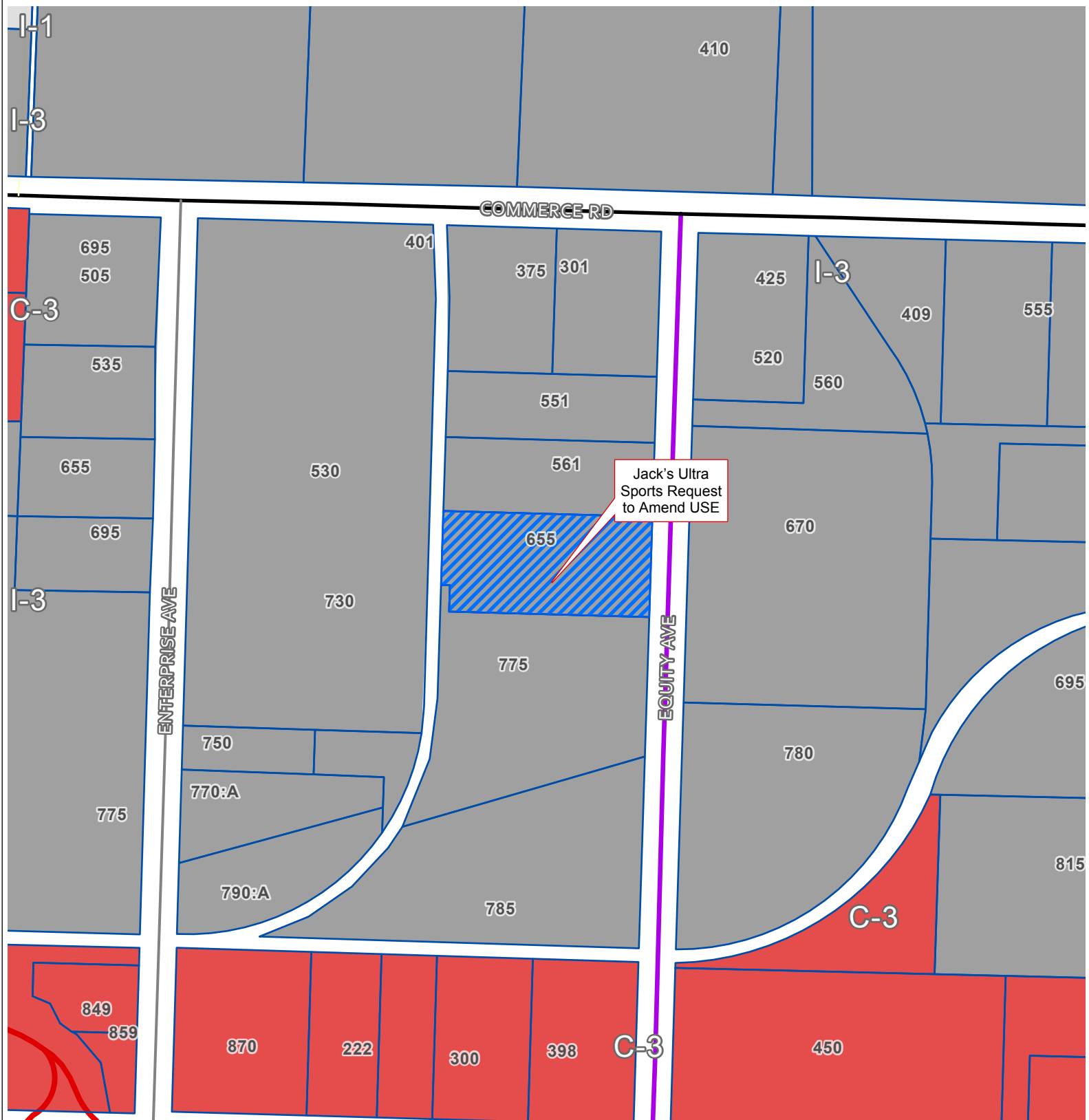
Curtis Butler (Jack's Ultra Sports) has requested to amend Conditional Use Permit No. 1366, which allows a commercial amusement center in an I-3 zoning district, to remove condition 2 and modify condition 3 for property located at 655 Equity Avenue with the legal description:

Part of Block B-1, Conway Industrial Park, City of Conway, Arkansas, more particularly described as follows; Part of the NW 1/4 SE 1/4 and part of the SW 1/4 and NE 1/4, Section 18, T5N, R13W, Faulkner County, AR. Beginning at a point on the west right of way of Equity Ave. 120.9 feet north 88 degrees 05 minutes west of the northeast corner of said NW 1/4, SE 1/4, said point being 568.8 feet south 2 degrees 13 minutes west of the northeast corner of said block B-1; thence run south 2 degrees 13 minutes west along said west right of way 161.2 feet; thence north 88 degrees 05 minutes west 379.0 feet; thence north 2 degrees 13 minutes east 50.0 feet; thence north 88 degrees 05 minutes west 16.8 feet to the east right of way of a railroad spur; thence north 2 degrees 13 minutes east along said east right of way 140.0 feet; thence south 88 degrees 05 minutes east 395.8 feet to the west right of way of Equity Avenue; thence south 02 degrees 13 minutes west 28.8 feet to the point of beginning.

The request was reviewed by the Planning Commission at its regular meeting on May 15, 2017. The Planning Commission voted unanimously to modify condition 2 and remove the restriction stated in condition 3 and forward this request to the City Council with a recommendation for approval with the conditions as modified below:

1. Conditional Use Permit is limited to applicant, Curtis Butler/Jack's Ultra Sports.
2. Regular business hours must conclude by 9:00 pm 12:00 am each day of operation.
3. ~~All activities must be contained inside the facility.~~ Outside activities allowed no closer to the street than the front building facade and must be enclosed with access only from inside building.

Please advise if you have any questions.



DESCRIPTION

Request to Amend
Conditional Use Permit No. 1366
--
655 Equity Ave
1.7 ac

Residential		Industrial	
R-1	MF-1	I-1	
R-2A	MF-2	RU-1	
R-2	MF-3	I-3	
HR	RMH		
SR			
Commercial		Office	
C-1	O-1		
C-2	O-2		
C-3	O-3		
C-4			
		Special	
	SP	S-1	
	A-1	PUD	
	TJ		

City of Conway
Planning & Development

THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER.
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www.cityofconway.org/pages/planning-development
www.cityofconway.org/pages/gis

N
210
Feet
MAY 2017



1201 OAK STREET • CONWAY, AR 72032
(501) 450-6105 • planningcommission@cityofconway.org

MEMO

To: Mayor Bart Castleberry
CC: City Council Members

From: Anne Tucker, 2017 Planning Commission Chairman
Date: May 16, 2017

Re: Request to amend Condition no. 5 of Conditional Use Permit No. 1223 which allows a Day Spa at 523 Locust Avenue

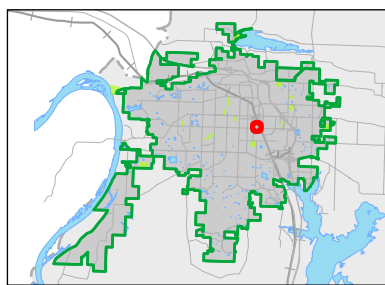
Andrea Riemer has requested to amend existing Conditional Use Permit No. 1223, which allows a Day Spa in an O-3 zoning district, to modify condition 5 to remove the restriction to the applicant and business, for property located at 523 Locust Avenue with the legal description:

Lot 7, Block 49 Robinson Plan

This request was reviewed by the Planning Commission at its regular meeting on May 15, 2017. The Planning Commission voted 10-0, that this request be forwarded to the City Council with a recommendation for approval with the following, modified, conditions:

1. No external sound system allowed.
2. Any outside lighting is to be inward, downward cast, and shrouded.
3. Hours of operation are limited to 8:00 am to 8:00 pm, Monday through Saturday, and closed on Sundays.
4. One monument sign* similar in construction to the brick monument sign located near Stroud Otolaryngology clinic may be erected. **already built*
5. **Conditional use is only applicable to this applicant, ~~business,~~ and structure.**

Please advise if you have any questions.



DESCRIPTION

Request to Amend
Conditional Use Permit
--
523 Locust Ave
0.17 ac

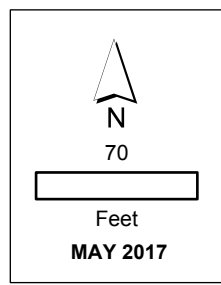
Residential		Industrial	
R-1	MF-1	I-1	
R-2A	MF-2	RU-1	
R-2	MF-3	I-3	
HR	RMH		
SR			
Commercial		Office	
C-1	O-1		
C-2	O-2		
C-3	O-3		
C-4			
		Special	
	SP	S-1	
	A-1	PUD	
	TJ		

City of Conway
Planning & Development

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City of Conway, Arkansas
Ordinance No. O-17- _____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE THE +/- 39.65 ACRES LOCATED SOUTH AND WEST OF CENTRAL BAPTIST CHURCH, SOUTH OF DAVE WARD DRIVE, AND WEST OF CAMPBELL COVE PUD FROM A-1 TO R-1:

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

Section 1: The Zoning District Boundary Map of the Conway Land Development Code be amended by changing all the **A-1** symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

A tract of land located in part of the SW 1/4 of Section 15, Township 5 North, Range 14 West, Faulkner County, Arkansas, being further described as follows: Commencing at the northeast corner of N1/2 SW1/4 of said section 15, thence along the east line of said SW1/4 S02°05'15"W, 670.72 feet to a found nail for the point of beginning; thence continue along said east line, S02°05'15"W, 649.38 feet to a set mag nail for the southeast corner of the N1/2 SW1/4; thence continue along the east line of said SW1/4 S02°05'15"W, 248.65 feet to a set mag nail on the north line of Sherwood Estates Subdivision, as recorded in Plat Book C, Page 85, in the records of Faulkner County, Arkansas; thence run along said north line N88°10'10"W 2641.58 feet to a 5/8" rebar on the east line of said Sherwood Estates; thence along said east line N01°55'26"E, 909.62 feet to a set 1/2" rebar w/ cap (PLS 1363); thence leaving said east line run S88°22'16"E, 248.33 feet to a 1/2" rebar; thence run N11°10'28"E, 323.95 feet to a 3/8" rebar; thence run S88°22'20"E, 193.67 feet to a set mag nail; thence run S02°04'40"W, 1.00 feet to a set mag nail; thence run S88°20'01"E, 149.96 feet to a set 1/2" rebar w/ cap (PLS 1363); thence run N02°09'56", 1.00 feet to a 5/8" rebar; thence run S88°23'04"E, 300.22 feet to a 1/2" rebar; thence run N02°04'30"E, 250.78 feet to an aluminum r/w monument on the south right of way of Dave Ward Drive; thence along said right of way S82°26'43"E, 59.88 feet to an aluminum r/w monument; thence leaving said south right of way, run S02°06'41"W, 1074.30 feet to a set 1/2" rebar w/ cap (PLS 1363); thence run S88°20'18"E, 889.14 feet to a Tyler cap (PLS 1243); thence run N02°03'30"E, 490.28 feet to a Tyler cap (PLS 1243); thence run S88°20'19"E, 753.00 feet to the point of beginning, containing 50.38 acres more or less.

[Less and except]

A part of the SW1/4, Section 15, T-5-N, R-14-W, Faulkner County, Arkansas, Being more particularly described as follows: commencing at the NE corner of said SW1/4; thence along the east line of said SW1/4 S02°05'15"W a distance of 670.72 feet to a found nail; thence leaving said east line N88°20'19"W a distance of 30.24 feet to a set 1/2" rebar w/ cap (1363) being on the west right of way of Mattison Road and the point of beginning; thence along said right of way S02°05'15"W a distance of 250.28' to a set 1/2" rebar w/ cap (1363); thence leaving said right of way N88°20'18"W a distance of 722.63 feet to a set 1/2" rebar w/ cap (1363); thence N02°03'30"E a distance of 250.27' to a found Tyler cap; thence S88°20'19"E a distance of 722.76' to the point of beginning, containing 4.15 acres more or less.

A part of the SW1/4, Section 15, T-5-N, R-14-W, Faulkner County, Arkansas, being more particularly described as follows: Commencing at the NE corner of said SW1/4; thence along the east line of said SW1/4 S02°05'15"W a distance of 670.72 feet to a found nail; thence leaving said east line N88°20'19"W a distance of 30.24 feet to a set 1/2" rebar w/cap (1363) being on the west

right of way of Mattison Road; thence along said right of way S02°05'15"W a distance of 250.28 feet to a set 1/2" rebar w/ cap (1363) for the point of beginning; thence continue along said right of way S02°05'15"W a distance of 647.90' to a set 1/2" rebar w/ cap (1363); thence leaving said right of way N88°09'51"W a distance of 722.29 feet to a set a 1/2" rebar w/ cap (1363); thence N02°03'30"E a distance of 645.70 feet to a set 1/2" rebar w/ cap (1363); thence S88°20'18"E a distance of 722.63 feet to the point of beginning, containing 10.73 acres more or less.

to those of **R-1**, and a corresponding use district is hereby established in the area above described and said property is hereby rezoned.

Section 2: All ordinances in conflict herewith are repealed to the extent of the conflict.

PASSED this 23rd day of May, 2017.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



1201 OAK STREET • CONWAY, AR 72032
(501) 450-6105 • planningcommission@cityofconway.org

MEMO

To: Mayor Bart Castleberry
CC: City Council Members

From: Anne Tucker, 2017 Planning Commission Chairman
Date: May 16, 2017

Re: Request to rezone property located at west of Campbell Cove PUD and south of Central Baptist Church from A-1 to R-1

Hal Crafton has submitted a request to rezone from A-1 (Agricultural) to R-1 (Single-Family Residential) vacant property located to the south and west of Central Baptist Church, west of Campbell Cove PUD, and north of Lots 3, 6-8 of Sherwood Estates and Lots 1-3, Southerland Replat, with the legal description:

A tract of land located in part of the SW 1/4 of Section 15, Township 5 North, Range 14 West, Faulkner County, Arkansas, being further described as follows: Commencing at the northeast corner of N1/2 SW1/4 of said section 15, thence along the east line of said SW1/4 S02°05'15"W, 670.72 feet to a found nail for the point of beginning; thence continue along said east line, S02°05'15"W, 649.38 feet to a set mag nail for the southeast corner of the N1/2 SW1/4; thence continue along the east line of said SW1/4 S02°05'15"W, 248.65 feet to a set mag nail on the north line of Sherwood Estates Subdivision, as recorded in Plat Book C, Page 85, in the records of Faulkner County, Arkansas; thence run along said north line N88°10'10"W 2641.58 feet to a 5/8" rebar on the east line of said Sherwood Estates; thence along said east line N01°55'26"E, 909.62 feet to a set 1/2" rebar w/ cap (PLS 1363); thence leaving said east line run S88°22'16"E, 248.33 feet to a 1/2" rebar; thence run N11°10'28"E, 323.95 feet to a 3/8" rebar; thence run S88°22'20"E, 193.67 feet to a set mag nail; thence run S02°04'40"W, 1.00 feet to a set mag nail; thence run S88°20'01"E, 149.96 feet to a set 1/2" rebar w/ cap (PLS 1363); thence run N02°09'56", 1.00 feet to a 5/8" rebar; thence run S88°23'04"E, 300.22 feet to a 1/2" rebar; thence run N02°04'30"E, 250.78 feet to an aluminum r/w monument on the south right of way of Dave Ward Drive; thence along said right of way S82°26'43"E, 59.88 feet to an aluminum r/w monument; thence leaving said south right of way, run S02°06'41"W, 1074.30 feet to a set 1/2" rebar w/ cap (PLS 1363); thence run S88°20'18"E, 889.14 feet to a Tyler cap (PLS 1243); thence run N02°03'30"E, 490.28 feet to a Tyler cap (PLS 1243); thence run S88°20'19"E, 753.00 feet to the point of beginning, containing 50.38 acres more or less.

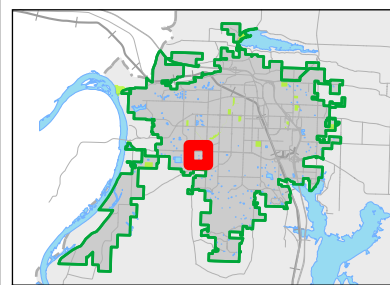
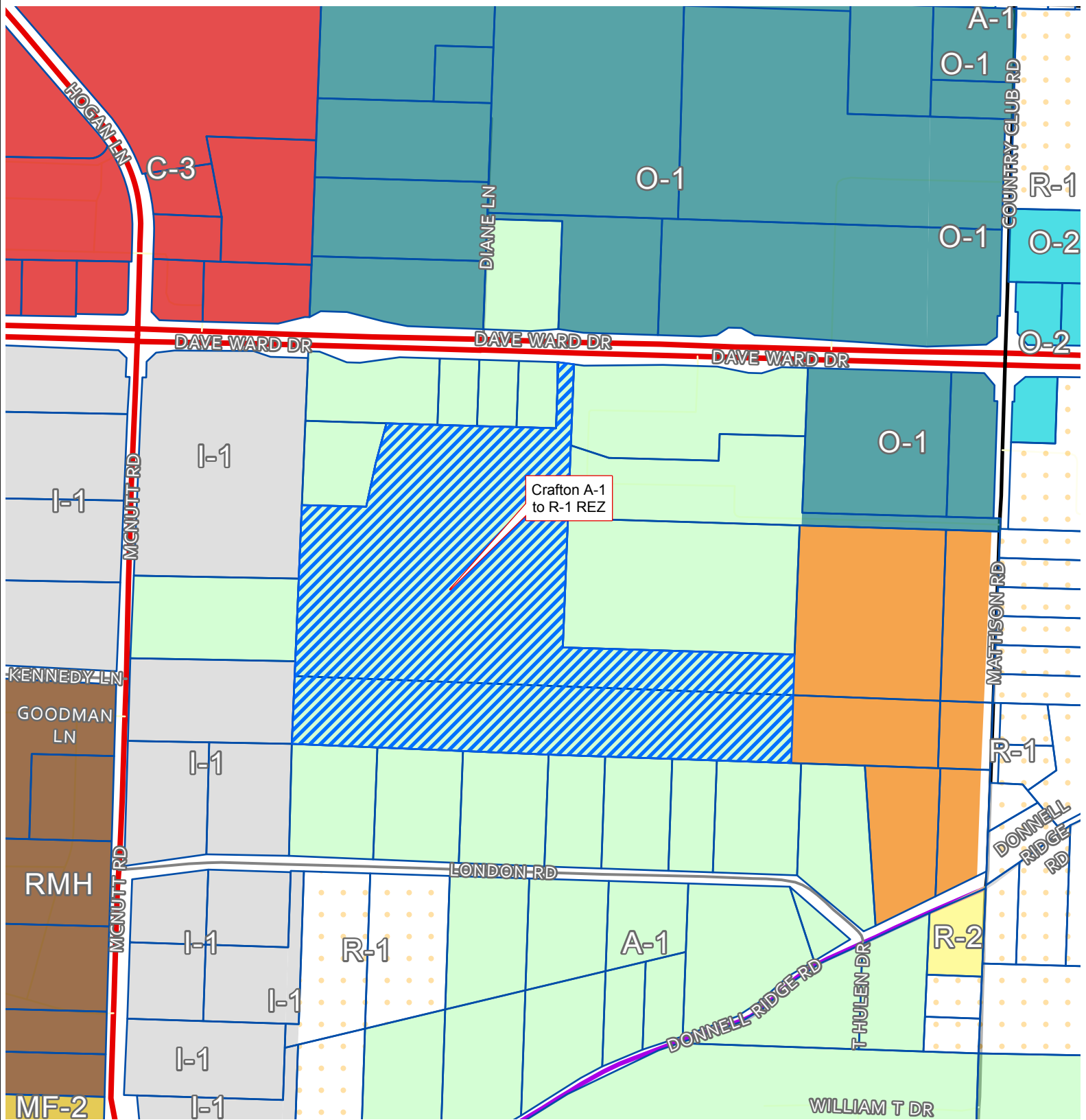
[Less and except]

A part of the SW1/4, Section 15, T-5-N, R-14-W, Faulkner County, Arkansas, Being more particularly described as follows: commencing at the NE corner of said SW1/4; thence along the east line of said SW1/4 S02°05'15"W a distance of 670.72 feet to a found nail; thence leaving said east line N88°20'19"W a distance of 30.24 feet to a set 1/2" rebar w/ cap (1363) being on the west right of way of Mattison Road and the point of beginning; thence along said right of way S02°05'15"W a distance of 250.28' to a set 1/2" rebar w/ cap (1363); thence leaving said right of way N88°20'18"W a distance of 722.63 feet to a set 1/2" rebar w/ cap (1363); thence N02°03'30"E a distance of 250.27' to a found Tyler cap; thence S88°20'19"E a distance of 722.76' to the point of beginning, containing 4.15 acres more or less.

A part of the SW1/4, Section 15, T-5-N, R-14-W, Faulkner County, Arkansas, being more particularly described as follows: Commencing at the NE corner of said SW1/4; thence along the east line of said SW1/4 S02°05'15"W a distance of 670.72 feet to a found nail; thence leaving said east line N88°20'19"W a distance of 30.24 feet to a set 1/2" rebar w/cap (1363) being on the west right of way of Mattison Road; thence along said right of way S02°05'15"W a distance of 250.28 feet to a set 1/2" rebar w/ cap (1363) for the point of beginning; thence continue along said right of way S02°05'15"W a distance of 647.90' to a set 1/2" rebar w/ cap (1363); thence leaving said right of way N88°09'51"W a distance of 722.29 feet to a set a 1/2" rebar w/ cap (1363); thence N02°03'30"E a distance of 645.70 feet to a set 1/2" rebar w/ cap (1363); thence S88°20'18"E a distance of 722.63 feet to the point of beginning, containing 10.73 acres more or less.

This request was reviewed by the Planning Commission at its regular meeting on May 15, 2017. The Planning Commission voted 10-0 that this request be forwarded to the City Council with a recommendation for approval.

Please advise if you have any questions.



DESCRIPTION

Request to Rezone from
A-1 to R-1
--
Mattison Rd

19.85 ac

Residential		Industrial	
R-1	MF-1	I-1	
R-2A	MF-2	RU-1	
R-2	MF-3	I-3	
HR	RMH		
SR			
Commercial		Special	
C-1	O-1	SP	
C-2	O-2	S-1	
C-3	O-3	A-1	
C-4		PUD	
		TJ	

City of Conway
Planning & Development

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www.cityofconway.org/pages/gis

N
420

Feet
MAY 2017



City of Conway, Arkansas
Ordinance No. O-17- _____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE THE +/- 13.90 ACRES LOCATED SOUTH OF DAVE WARD DRIVE, WEST OF SOUTH SALEM ROAD AND NORTH OF PHEASANT ROAD FROM RU-1, MF-3, AND R-1 TO MF-3:

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

Section 1: The Zoning District Boundary Map of the Conway Land Development Code be amended by changing all the **RU-1, MF-1, R-1** symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

[905/945 South Salem Road]
Lot 3, Crown Plaza

[2955 Dave Ward Drive]

A part of the W 1/2, E 1/2, NE 1/4, SE 1/4, Section 15, T-5-N, R-14-W, Faulkner County, Arkansas, more particularly described as beginning at the SW corner of said W 1/2, E 1/2, NE 1/4, SE 1/4, thence N02°02'12"E (deeded North) 952.60 feet; thence S88°35'19"E 231.18 feet (deeded East 231.50 feet); thence N02°42'56"E 354.37 feet (deeded N00°10'00"E 374.50 feet) to the South right-of-way of Hwy 286; thence along South right-of-way S89°06'50"E 25.11 feet; thence leaving said South right-of-way S02°05'17"W 923.19 feet (deeded S00°01'00"W 925.55 feet); thence N88°57'50"W 328.30 feet (deeded West 328.80); to the point of beginning, containing 7.18 acres more or less.

[2902 Pheasant Drive]

Part of the SE 1/4 SE 1/4, Section 15, T5N, R14W, Faulkner County, Arkansas, described as beginning at the Northeast Corner of the said SE 1/4 SE 1/4 run thence north 89 degrees 25 minutes west along the north line of said SE 1/4 SE 1/4 , 220.00 feet; thence south 1 degree 05 minutes 31 seconds west, a distance of 445.9 feet; thence south 88 degrees 50 minutes 38 seconds east 448.10 feet to the point of beginning, containing 2.26 acres, more or less. Subject to a 25 foot road easement along the south and east lines.

to those of **MF-3**, and a corresponding use district is hereby established in the area above described and said property is hereby rezoned.

Section 2: All ordinances in conflict herewith are repealed to the extent of the conflict.

PASSED this 23rd day of May, 2017.

Attest:

Approved:

Mayor Bart Castleberry

Michael O. Garrett
City Clerk/Treasurer



1201 OAK STREET • CONWAY, AR 72032
(501) 450-6105 • planningcommission@cityofconway.org

MEMO

To: Mayor Bart Castleberry
CC: City Council Members

From: Anne Tucker, 2017 Planning Commission Chairman
Date: May 16, 2017

Re: Request to rezone property located at 2902 Pheasant Road, 2955 Dave Ward Drive, and 905/945 South Salem Road from R-1, RU-1, and MF-1 to MF-3

Salter Acquisitions, LLC's request to rezone from R-1 (Single-Family Residential), RU-1 (Restricted Use), and MF-1 (Multi-Family, 12 units per gross acre) to MF-3 (Multi-Family, 24 Units per gross acre) property identified as 2902 Pheasant Road, 2955 Dave Ward Drive, and 905 and 945 South Salem Road, located south of Dave Ward Drive, west of South Salem Road, and north of Pheasant Road with the legal descriptions:

[2902 Pheasant Drive]

Part of the SE 1/4 SE 1/4, Section 15, T5N, R14W, Faulkner County, Arkansas, described as beginning at the Northeast Corner of the said SE 1/4 SE 1/4 run thence north 89 degrees 25 minutes west along the north line of said SE 1/4 SE 1/4, 220.00 feet; thence south 1 degree 05 minutes 31 seconds west, a distance of 445.9 feet; thence south 88 degrees 50 minutes 38 seconds east 448.10 feet to the point of beginning, containing 2.26 acres, more or less. Subject to a 25 foot road easement along the south and east lines.

[2955 Dave Ward Drive]

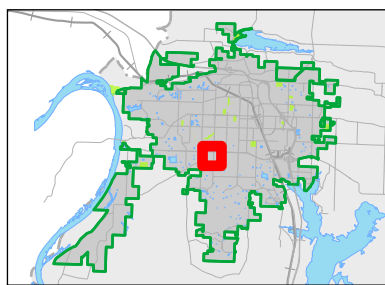
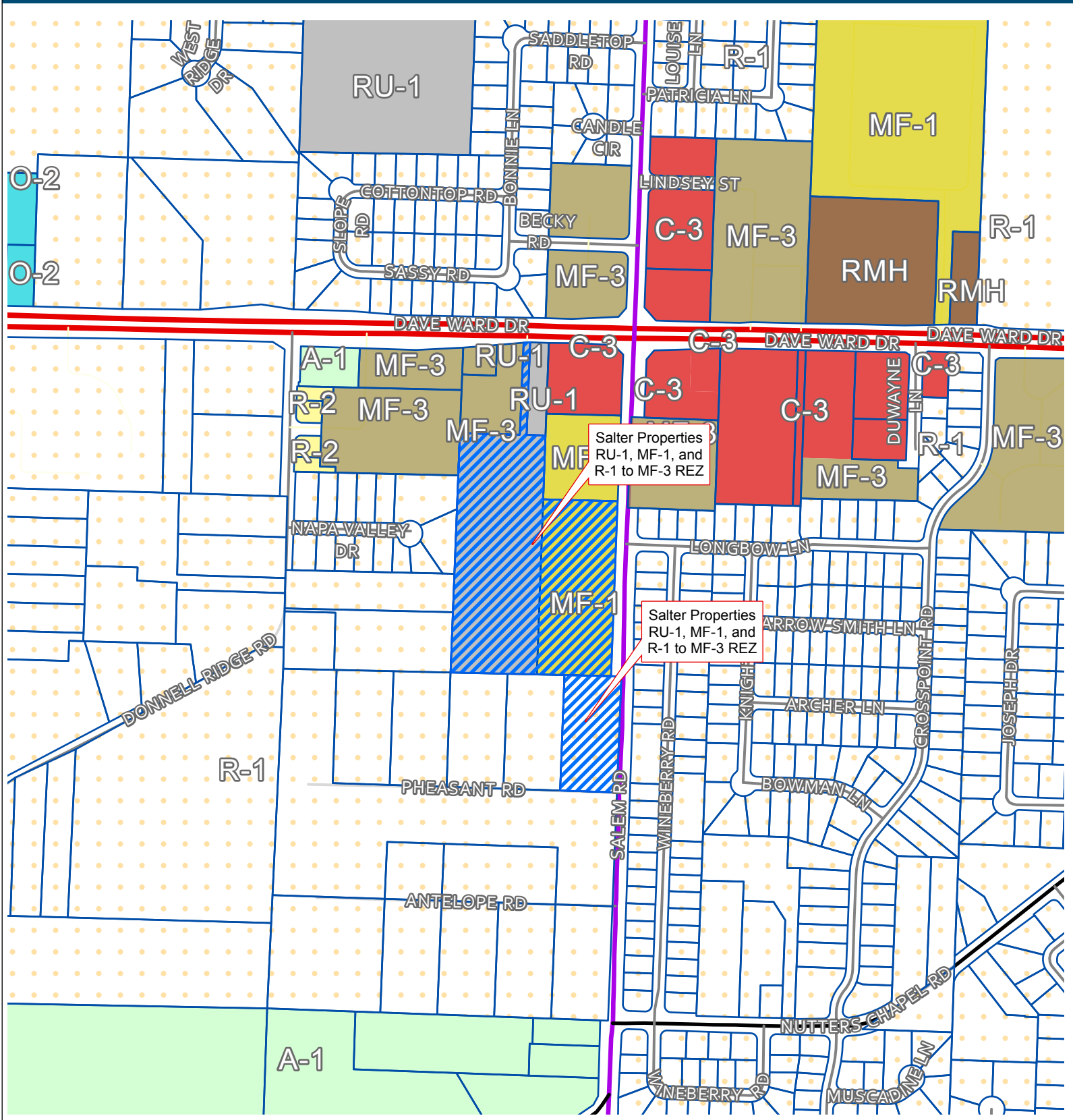
A part of the W 1/2, E 1/2, NE 1/4, SE 1/4, Section 15, T-5-N, R-14-W, Faulkner County, Arkansas, more particularly described as beginning at the SW corner of said W 1/2, E 1/2, NE 1/4, SE 1/4, thence N02°02'12"E (deeded North) 952.60 feet; thence S88°35'19"E 231.18 feet (deeded East 231.50 feet); thence N02°42'56"E 354.37 feet (deeded N00°10'00"E 374.50 feet) to the South right-of-way of Hwy 286; thence along South right-of-way S89°06'50"E 25.11 feet; thence leaving said South right-of-way S02°05'17"W 923.19 feet (deeded S00°01'00"W 925.55 feet); thence N88°57'50"W 328.30 feet (deeded West 328.80); to the point of beginning, containing 7.18 acres more or less.

[905/945 South Salem Road]

Lot 3, Crown Plaza

This request was reviewed by the Planning Commission at its regular meeting on May 15, 2017. The Planning Commission voted 6-4 that this request be forwarded to the City Council with a recommendation for approval. Commissioners Marilyn Armstrong, Dalencia Hervey, Jerry Rye, and Arthur Ingram voted in opposition.

Please advise if you have any questions.



DESCRIPTION

Request to Rezone from
RU-1, MF-1, and R-1 to MF-3
--

2955 Dave Ward, 905/945 Salem,
2902 Pheasant
13.94 ac

Residential		Industrial	
R-1	MF-1	I-1	
R-2A	MF-2	RU-1	
R-2	MF-3	I-3	
HR	RMH		
SR			
Commercial		Special	
C-1	O-1	SP	
C-2	O-2	S-1	
C-3	O-3	A-1	
C-4		PUD	
		TJ	

City of Conway
Planning & Development

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www.cityofconway.org/pages/planning-development
www.cityofconway.org/pages/

N

420

Feet

MAY 2017



**City of Conway, Arkansas
Resolution No. R-17-___**

A RESOLUTION AUTHORIZING THE MAYOR TO OBTAIN A MATCHING GRANT FROM THE ARKANSAS DEPARTMENT OF PARKS AND TOURISM’S OUTDOOR RECREATION GRANT PROGRAM: AND FOR OTHER PURPOSES

Whereas, the City of Conway, Arkansas seeks to improve the recreation facilities and wishes to seek grant funding assistance; and

Whereas, in order to obtain the funds necessary to develop and/ or improve the site for such a recreation area, it is necessary to obtain a Matching Grant from the Arkansas Department of Parks and Tourism’s Outdoor Recreation Grant Program; and

Whereas, the plans for such recreation areas have been prepared and the price therefore has been established; and

Whereas, this governing body understands the grantee and grantor will enter into a binding agreement which obligates both parties to policies and procedures contained in the Land and Water Conservation Fund Grants Manual including, but not limited to the following; the park area defined by the project boundary map, submitted in the application, must remain in outdoor recreation use in perpetuity, regardless if the property is bought or developed with matching grant funds and; all present and future overhead utility lines within the project boundary must be routed away or placed underground and; the project area must remain open and available for use by the public at all reasonable times of the day and year; facilities can be reserved for special events, league play, etc. but cannot be reserved, leased or assigned for exclusive use, and; the project area must be kept clean, maintained, and operated in a safe and healthful manner; and

Whereas, the City Council is well aware and apprised of the above-mention project and will provide the local portion of the development cost of the entire project.

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

Section 1. That the Mayor is hereby authorized to make application to the Arkansas Department of Parks and Tourism for assistance to develop recreational facilities in Laurel Park located at 2310 Robinson Avenue for the City; therefore such application shall be submitted as expediently as possible.

Section 2. That this Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 23rd day of May 2017.

Attest:

Approved:

Mayor Bart Castleberry

Michael O. Garrett
City Clerk/Treasurer

Example of Splash Pad







City of Conway
Human Resources Department
City Hall
1201 Oak Street
Conway, Arkansas 72032
www.cityofconway.org

Date: May 16, 2017

To: Mayor Bart Castleberry

Cc: David Grimes Theo Jones Shelly Mehl
 Andy Hawkins Mark Ledbetter Mary Smith
 Shelia Isby Wesley Pruitt

From: Lisa Mabry-Williams

Subject: 2017 AML MHBF Medical Benefits – Mid Year Increase

As previously announced during the City Council meeting on May 9, we received notice that the Arkansas Municipal Health Benefit Fund premium rates for the City of Conway will increase effective July 1. The premium rates will increase ten and one-half percent (10.5%). This increase is due to our claims experience, the current loss ratio for the City of Conway is one hundred and forty-six percent (146%).

The attached spreadsheet shows the current employee and city cost plus two (2) scenarios of the cost to the City and the impact on the 2017 budget. The scenarios are as follows:

- Scenario #1 – The percentage the city and the employee pay remain unchanged. The additional impact on the 2017 budget will be approximately \$151,032.06. Both the premiums the employee pays and the city pays will increase.
- Scenario #2 – The city absorbs 100% of the premium increase, the employee contribution remains unchanged. The additional impact on the 2017 budget will be approximately \$184,644.00.



**City of Conway, Arkansas
Ordinance No. O-17-_____**

AN ORDINANCE APPROPRIATING FUNDING FOR THE CITY’S PORTION OF THE ARML MUNICIPAL HEALTH BENEFIT FUND PREMIUMS; AND FOR OTHER PURPOSES

Whereas, the Municipal League Municipal Health Benefit Fund has notified the City of Conway that additional funding will be required in 2017 due to a ten and one-half percent (10.5%) premium increase effective July 1, 2017 based on City of Conway’s claims experience and loss ratio.

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

Section 1. The City of Conway shall appropriate total funds of \$_____ respectively from the Fund Balances of the following funds into the Medical Benefits (xxx.xxx.5160) expenditure line items:

Scenario #1		Scenario #2	
General	\$ 114,454	General	\$ 140,241
Street	\$ 9,342	Street	\$ 11,583
Sanitation	\$ 25,805	Sanitation	\$ 31,212
Airport	\$ <u>1,431</u>	Airport	\$ <u>1,608</u>
Total	\$ 151,032	Total	\$ 184,644

Section 2. All ordinances in conflict herewith are repealed to the extent of the conflict.

PASSED this 23rd day of May, 2017.

Approved:

Mayor Bart Castleberry

Attest:

**Michael O. Garrett
City Clerk/Treasurer**