SHERWOOD CITY COUNCIL
December 21, 2015
7:00 P.M.

1. Prayer

2. Pledge of Allegiance

3. Roll Call

4. Approval of minutes of the regular meeting on November 23, 2015, as transcribed.

5. November 2015 financials

6. Committees and/or Commissions:

   Advertising & Promotion Commission: Alderman Brooks, Chairman

   (a) An Ordinance providing for the adoption of a Advertising and Promotion Department Budget for the City of Sherwood, Arkansas, for the twelve month period beginning January 1, 2016, and ending December 31, 2016; appropriating money for each and every item of expenditure therein provided for; declaring an emergency; and for other purposes (Alderman Brooks)**(Read one time November)**

   Civil Service Commission: Ronald Swan, Chairman

   Parks & Recreation Committee: Alderman Harmon, Chairman

   Personnel Committee: Alderman Sanders, Chairman

   Planning Commission: Lucien Gillham, Chairman

   (a) An ordinance rezoning the property at 10208 Highway 107 from R-1 to C-3; amending the zoning and land use map; and for other purposes (Mayor Young)

   Senior Citizen Committee: Jean Harrison, Chairman

   Sewer Committee: Amy Sanders, Chairman

   Street Committee: Alderman Lilly, Chairman

7. An ordinance setting a fee for weekly residential garbage collection; repealing Ordinance No. 1626; and for other purposes (Aldermen Harmon, McMinn, and Keplinger) **(Read one time November)**

8. An Ordinance providing for the adoption of a General Fund Department Budget for the City of Sherwood, Arkansas, for the twelve month period beginning January 1, 2016, and ending December 31, 2016; appropriating money for each and every item of

expenditure therein provided for; declaring an emergency; and for other purposes (Mayor Young) **(Read one time November)**

9. An Ordinance providing for the adoption of a Street Fund Department Budget for the City of Sherwood, Arkansas, for the twelve month period beginning January 1, 2016, and ending December 31, 2016; appropriating money for each and every item of expenditure therein provided for; declaring an emergency; and for other purposes (Mayor Young) **(Read one time November)**

10. An Ordinance providing for the adoption of a Wastewater Fund Department Budget for the City of Sherwood, Arkansas, for the twelve month period beginning January 1, 2016, and ending December 31, 2016; appropriating money for each and every item of expenditure therein provided for; declaring an emergency; and for other purposes (Mayor Young) **(Read one time November)**

11. An Ordinance providing for the adoption of a Wastewater Sales Tax Fund Department Budget for the City of Sherwood, Arkansas, for the twelve month period beginning January 1, 2016, and ending December 31, 2016; appropriating money for each and every item of expenditure therein provided for; declaring an emergency; and for other purposes (Mayor Young) **(Read one time November)**

12. An Ordinance providing for the adoption of a Departmental Donation Fund Budget for the City of Sherwood, Arkansas, for the twelve month period beginning January 1, 2016, and ending December 31, 2016; appropriating money for each and every item of expenditure therein provided for; declaring an emergency; and for other purposes (Mayor Young) **(Read one time November)**

13. An Ordinance providing for the adoption of a Court Automation Fund Budget for the City of Sherwood, Arkansas, for the twelve month period beginning January 1, 2016, and ending December 31, 2016; appropriating money for each and every item of expenditure therein provided for; declaring an emergency; and for other purposes (Mayor Young) **(Read one time November)**

14. An Ordinance providing for the adoption of a Drug Fund Department Budget for the City of Sherwood, Arkansas, for the twelve month period beginning January 1, 2016, and ending December 31, 2016; appropriating money for each and every item of expenditure therein provided for; declaring an emergency; and for other purposes (Mayor Young) **(Read one time November)**

15. An Ordinance providing for the adoption of a Federal Drug Fund Department Budget for the City of Sherwood, Arkansas, for the twelve month period beginning January 1, 2016, and ending December 31, 2016; appropriating money for each and every item of expenditure therein provided for; declaring an emergency; and for other purposes (Mayor Young) **(Read one time November)**

16. An Ordinance providing for the adoption of a Franchise Fund Department Budget for the City of Sherwood, Arkansas, for the twelve month period beginning January 1, 2016, and ending December 31, 2016; appropriating money for each and every item of expenditure therein provided for; declaring an emergency; and for other purposes (Mayor Young) **(Read one time November)**

17. A resolution approving the settlement of the Comcast audit and approval of the new franchise agreement (Mayor Young) **(Tabled until December)**

18. A resolution re-appointing and appointing individuals to various boards, commissions, or committees (Mayor Young)

19. A resolution authorizing the issuance of refunding revenue bonds by the Public Facilities Board of the City of Sherwood, Arkansas; and prescribing other matters relating thereto (Mayor Young)

20. Old Business

21. New Business

22. Announcement(s)
    - Sherwood Trail of Lights through December 30, 2015, 6-9:30 p.m.
    - Sherwood Animal Shelter "New Year New Pet" adoption event, January 2-9, 2016, half price adoptions

23. Adjourn

CITY OF SHERWOOD - GENERAL FUND
Statement of Assets, Liabilities and Fund Balance
As of November 30, 2015
UNAUDITED

ASSETS

CURRENT ASSETS		
11100 CASH ON HAND	$	491.34
11101 ACH TRANSFER GENERAL FD		127,789.40
11102 CASH - CHECKING		3,899,582.50
11105 CASH - POLICE CID FUND		3,571.99
11107 GARNISHMENT/CHILD SUPPORT		1,671.72
11110 RETURNED CHECKS		7,812.33
11125 GEN FUND RESERVE		801,822.67
11133 VISA TRANSFER		(1,781.49)
11141 ADMIN MERCHANT ACCT		999.58
11150 ACCOUNTS RECEIVABLE		557,766.72
11154 WEEKLY TRASH PU - RES		2,341.57
Total Current Assets	$	5,402,068.33
TOTAL ASSETS	$	5,402,068.33

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES		
21202 SOCIAL SEC TAXES PAY	$	(51,693.29)
21203 FEDERAL W/H TAXES PAY		17,005.50
21204 STATE W/H TAXES PAY		(5,636.65)
21205 GROUP INSURANCE PAY		(112,863.72)
21210 DEFERRED COMPENSATION		83.81
21212 CREDIT UNION		(2,816.64)
21214 LOPFI EMPLOYEE DEDUCT		1,840.50
21215 ACCOUNTS PAYABLE		202,255.65
21218 RET PLAN GEN FUND		237,847.17
Total Current Liabilities	$	286,022.33
Total Liabilities	$	286,022.33
FUND BALANCE		
31290 FUND BALANCE	$	3,913,770.09
EXCESS RECEIPTS OVER DISBURSEMENTS		1,202,275.91
Total Fund Balance	$	5,116,046.00
TOTAL LIABILITIES AND FUND BALANCE	$	5,402,068.33

CITY OF SHERWOOD - GENERAL FUND
Statement of Receipts and Disbursements - Actual vs. Budget
For the 11 Months Ended November 30, 2015
UNAUDITED

	11 Months Ended November 30, 2015 ACTUAL	Year Ended December 31, 2015 BUDGET	VARIANCE	PCT
Receipts				
50300 PROPERTY MAIN INCOME	$ 6,609.37	$ 16,500.00	$ (9,890.63)	$ (59.94)
50302 STATE GEN TURNBACK	379,989.35	437,400.00	(57,410.65)	(13.13)
50303 WORKERS COMP TURNBACK	55,144.46	56,000.00	(855.54)	(1.53)
51302 CITY SALES TAX	4,504,645.06	4,800,000.00	(295,354.94)	(6.15)
51303 ROUNDTOP GRANT REIMB	78,000.00	0.00	78,000.00	0.00
51304 FRANCHISE FUND TRANSFER	1,523,218.39	1,700,000.00	(176,781.61)	(10.40)
51305 COUNTY WIDE SALES TAX	5,754,049.85	6,000,000.00	(245,950.15)	(4.10)
51307 A & P TAX	330,000.00	360,000.00	(30,000.00)	(8.33)
51308 SENIOR CIT DEPT	5,416.00	6,500.00	(1,084.00)	(16.68)
51309 ADMIN OTHER INCOME	15,097.92	11,000.00	4,097.92	37.25
51310 INSURANCE CLAIMS	2,701.29	0.00	2,701.29	0.00
51311 POLICE DEPT - OTHER	25,125.14	42,000.00	(16,874.86)	(40.18)
51312 ENGINEER/PERMITS OTHER INCOME	196.37	0.00	196.37	0.00
51314 COMPUTER SERVICES-OTHER INCOME	634.73	0.00	634.73	0.00
51315 SANITATION - OTHER INC	246.03	0.00	246.03	0.00
51316 ANIMAL RESCUE & SHELTER	94.37	0.00	94.37	0.00
52307 RECYCLING	249.60	250.00	(0.40)	(0.16)
52308 BUILDING PERMITS	109,295.30	116,000.00	(6,704.70)	(5.78)
52309 SIGN PERMITS	3,715.00	3,000.00	715.00	23.83
52310 ANIMAL SERVICES	21,411.25	27,500.00	(6,088.75)	(22.14)
52311 ELEC LIC & PERMITS	45,287.48	45,000.00	287.48	0.64
52312 SANITATION TAX	(53.93)	0.00	(53.93)	0.00
52313 INSPECTION FEES	19,610.82	19,000.00	610.82	3.21
52314 LATE FEE FOR TRASH PICKUP	34.28	0.00	34.28	0.00
52315 TAX COLLECTED GOLF CART RENTAL	301.98	1,000.00	(698.02)	(69.80)
52317 LIQUOR LICENSE	75,916.94	97,000.00	(21,083.06)	(21.74)
52318 SPORT COMPLEX INCOME	65,110.52	115,000.00	(49,889.48)	(43.38)
52320 STREET CUT	12,775.00	6,000.00	6,775.00	112.92
52321 PARKS & REC FEES	55,100.83	60,000.00	(4,899.17)	(8.17)
52322 ACT 474 OF 1999	612.92	0.00	612.92	0.00
52323 PLAN COMM/REZONING	4,027.00	2,000.00	2,027.00	101.35
52324 PRIVILEGE LICENSES	243,936.29	250,000.00	(6,063.71)	(2.43)
52325 FLD RENTAL-SPORTS COMPLEX	2,787.00	0.00	2,787.00	0.00
52330 CHILD CARE	182,995.00	235,000.00	(52,005.00)	(22.13)
52331 B HARMON REC CENTER	269,709.74	300,000.00	(30,290.26)	(10.10)
52332 GOLF FEE DED EMPL	1,815.00	2,000.00	(185.00)	(9.25)
52333 911 CMRS BOARD	125,397.46	140,000.00	(14,602.54)	(10.43)
53315 INTEREST RECEIVED	16,326.65	16,000.00	326.65	2.04
53316 GALLEY SUPPORT GRANT	121,212.96	0.00	121,212.96	0.00
53323 COPIES	723.93	100.00	623.93	623.93
53326 SHERWOOD FORREST	77,110.29	90,000.00	(12,889.71)	(14.32)
53327 TELECORP TOWER	30,457.74	32,500.00	(2,042.26)	(6.28)
53328 ENVIRON SANITATION FEES	1,836,247.73	1,975,000.00	(138,752.27)	(7.03)
53330 SALE OF FIXED ASSETS	29,134.07	17,000.00	12,134.07	71.38
53331 911 SYSTEM TAX	2,001.50	1,000.00	1,001.50	100.15
53332 LAND LEASE	8,250.00	9,000.00	(750.00)	(8.33)
53336 YOUTH COUNCIL	0.00	1,500.00	(1,500.00)	(100.00)
53342 ASPCA GRANT	2,112.47	0.00	2,112.47	0.00

CITY OF SHERWOOD - GENERAL FUND
Statement of Receipts and Disbursements - Actual vs. Budget
For the 11 Months Ended November 30, 2015
UNAUDITED

	11 Months Ended November 30, 2015 ACTUAL	Year Ended December 31, 2015 BUDGET	VARIANCE	PCT
53370 CITY ADMIN JUSTICE	216,841.38	232,500.00	(15,658.62)	(6.73)
53400 N HILLS PARK RENTAL	47,135.00	60,000.00	(12,865.00)	(21.44)
53401 GOLF COURSE FEES/MEMB	373,792.47	425,000.00	(51,207.53)	(12.05)
53402 NLR REVENUE SHARE	463,892.68	470,000.00	(6,107.32)	(1.30)
53403 GR@NH RESTR RENTAL	20,603.00	13,000.00	7,603.00	58.48
55305 FINES & FORFEITURES	1,716,140.21	2,080,000.00	(363,859.79)	(17.49)
59000 AVAILABLE FUND RESERVE	0.00	13,144.00	(13,144.00)	(100.00)
Total Receipts	$ 18,883,185.89	$ 20,283,894.00	$ (1,400,708.11)	$ (6.91)

CITY OF SHERWOOD - GENERAL FUND
Statement of Receipts and Disbursements - Actual vs. Budget
For the 11 Months Ended November 30, 2015
UNAUDITED

	11 Months Ended November 30, 2015 ACTUAL	Year Ended December 31, 2015 BUDGET	VARIANCE	PCT
Disbursements				
Administrative				
70100 MAYOR SALARY	$ 82,009.40	$ 88,905.00	$ (6,895.60)	$ (7.76)
70105 CITY CLERK SALARY	60,382.96	65,460.00	(5,077.04)	(7.76)
70110 ALDERMAN SALARIES	55,929.09	56,776.00	(846.91)	(1.49)
70115 CITY ATTY SALARY	63,996.63	69,921.00	(5,924.37)	(8.47)
70120 CLERKS SALARIES	189,582.31	205,400.00	(15,817.69)	(7.70)
70150 PAYROLL TAXES	22,898.12	41,500.00	(18,601.88)	(44.82)
70155 CONTRACT LABOR	22,176.25	28,000.00	(5,823.75)	(20.80)
70165 EXPENSE VEH/ MAYOR	8,250.00	9,000.00	(750.00)	(8.33)
70170 EXPENSE VEH/ CITY CLERK	4,400.00	4,800.00	(400.00)	(8.33)
70175 EXPENSE - CITY ATTY	5,500.00	6,000.00	(500.00)	(8.33)
70176 EXPENSE-ALDERMEN	8,800.00	9,600.00	(800.00)	(8.33)
70185 CITY CLERKS RETIREMENT	31,382.34	34,235.00	(2,852.66)	(8.33)
70190 CITY ATTY RETIREMENT	7,163.17	13,958.00	(6,794.83)	(48.68)
70193 CITY EMPL RETIREMT DEFINED	78,265.00	94,000.00	(15,735.00)	(16.74)
70195 RETIREMENT CITY EMPL 457	221,267.23	256,000.00	(34,732.77)	(13.57)
70196 DISTR JUDGE RETIREMENT	19,890.89	24,000.00	(4,109.11)	(17.12)
70197 DISTR CT CLK RET	9,079.09	9,400.00	(320.91)	(3.41)
70200 ADS & PUBLIC NOTICE	23,984.44	30,000.00	(6,015.56)	(20.05)
70205 PUBLIC RELATIONS	380.00	2,000.00	(1,620.00)	(81.00)
70220 INSURANCE & BOND	407,730.47	450,000.00	(42,269.53)	(9.39)
70240 CEN ARK TRANSIT	99,764.50	108,834.00	(9,069.50)	(8.33)
70245 REGIONAL DETENTION	133,409.00	133,409.00	0.00	0.00
70300 DUES OTHER	3,027.46	6,000.00	(2,972.54)	(49.54)
70305 DUES - METROPLAN	27,161.00	27,161.00	0.00	0.00
70310 DUES - AR MUN LEAGUE	40.00	4,000.00	(3,960.00)	(99.00)
70320 MUNICIPAL MEETINGS	1,795.91	7,000.00	(5,204.09)	(74.34)
70325 PROFESSIONAL FEES	99,870.62	100,000.00	(129.38)	(0.13)
70330 LEGAL DEFENSE FUND	3,000.00	12,000.00	(9,000.00)	(75.00)
70335 MEDICAL	0.00	2,000.00	(2,000.00)	(100.00)
70360 FIRE PROTECTION	1,042,596.61	1,137,378.00	(94,781.39)	(8.33)
70365 EDUCATION	7,845.10	12,000.00	(4,154.90)	(34.62)
70380 GROUP INSURANCE	1,046,118.97	1,200,000.00	(153,881.03)	(12.82)
70390 ADMIN MER BANK FEE	13,648.87	13,000.00	648.87	4.99
71000 SUPPLIES & SERVICES	46,899.35	55,000.00	(8,100.65)	(14.73)
71005 SOFTWARE	9,917.56	1,000.00	8,917.56	891.76
71500 POSTAGE	3,579.43	4,000.00	(420.57)	(10.51)
72000 TELEPHONE	76,065.88	95,000.00	(18,934.12)	(19.93)
72005 GALLEY SUPPORT GR EXPENSE	121,212.96	0.00	121,212.96	0.00
72500 UTILITIES	92,548.67	100,000.00	(7,451.33)	(7.45)
73000 TRAINING & CONF	8,954.76	5,000.00	3,954.76	79.10
75999 ROUNDTOP GRANT REPAIRS	30,531.49	0.00	30,531.49	0.00
78900 BLDG REPAIR & MAINT	1,511.08	0.00	1,511.08	0.00
78901 PROP CONDEMNATION	270.00	15,000.00	(14,730.00)	(98.20)
78902 PROP MAINT	8,106.53	20,000.00	(11,893.47)	(59.47)
78990 REFUNDS	(2,040.79)	0.00	(2,040.79)	0.00
78992 ECONOMIC DEVELOPMENT	91,666.67	100,000.00	(8,333.33)	(8.33)
Total Administrative Disbursements	$ 4,290,669.02	$ 4,656,737.00	$ (366,167.98)	$ (7.86)

CITY OF SHERWOOD - GENERAL FUND
Statement of Receipts and Disbursements - Actual vs. Budget
For the 11 Months Ended November 30, 2015
UNAUDITED

	11 Months Ended November 30, 2015 ACTUAL	Year Ended December 31, 2015 BUDGET	VARIANCE	PCT
Police Department				
70100 CHIEF	$ 73,515.49	$ 79,697.00	$ (6,181.51)	$ (7.76)
70105 CAPTAINS	187,812.63	203,606.00	(15,793.37)	(7.76)
70110 LIEUTENANTS	271,583.00	279,656.00	(8,073.00)	(2.89)
70115 SERGEANTS	432,121.57	463,721.00	(31,599.43)	(6.81)
70120 CLERICAL	466,390.00	512,602.00	(46,212.00)	(9.02)
70125 PATROLMEN	2,076,133.23	2,261,353.00	(185,219.77)	(8.19)
70130 DETENTION	386,889.43	471,430.00	(85,540.57)	(18.14)
70150 PAYROLL TAXES	298,552.63	396,500.00	(97,947.37)	(24.70)
70196 POLICE RETIREMENT	474,835.08	550,000.00	(75,164.92)	(13.67)
70205 PUBLIC RELATIONS	2,920.41	3,000.00	(79.59)	(2.65)
70232 OVER/SHORT CASHIER	5.00	0.00	5.00	0.00
70300 DUES & SUBSCRIPTION	1,320.00	3,000.00	(1,680.00)	(56.00)
71000 SUPPLIES	53,489.65	75,000.00	(21,510.35)	(28.68)
71005 SOFTWARE MAINT FEE	1,800.00	0.00	1,800.00	0.00
71095 CLOTHING ALLOWANCE	72,574.92	130,780.00	(58,205.08)	(44.51)
71500 POSTAGE	1,263.40	2,000.00	(736.60)	(36.83)
72000 TELEPHONE EXPENSE	45,743.81	21,000.00	24,743.81	117.83
73000 CONVENTION & TRAVEL	0.00	3,000.00	(3,000.00)	(100.00)
73010 TRAINING	33,254.18	76,495.00	(43,240.82)	(56.53)
73027 MAINTENANCE CONTR	103,364.50	149,880.00	(46,515.50)	(31.04)
73500 POLICE CAR EXPENSE	206,212.12	300,000.00	(93,787.88)	(31.26)
76000 ACIC	12,960.14	15,000.00	(2,039.86)	(13.60)
76005 INTERNAL AFFAIRS	0.00	2,000.00	(2,000.00)	(100.00)
76006 JAIL EXPENSE	3,672.12	3,000.00	672.12	22.40
76010 COPPS EXPENSE	3,774.34	8,500.00	(4,725.66)	(55.60)
76020 CANINE EXPENSE	3,571.69	6,950.00	(3,378.31)	(48.61)
76025 PHYSICALS & TESTING	13,357.45	14,000.00	(642.55)	(4.59)
76035 CID EXPENSE	11,786.34	42,000.00	(30,213.66)	(71.94)
76040 EXPLORER POST	738.56	3,000.00	(2,261.44)	(75.38)
78950 RADIO, CAMCORDER, RADAR	4,662.70	10,000.00	(5,337.30)	(53.37)
78960 BODY ARMOR	9,244.15	17,719.00	(8,474.85)	(47.83)
78961 RADIO EQUP	290,350.25	291,000.00	(649.75)	(0.22)
78990 REFUNDS	9,330.41	0.00	9,330.41	0.00
79000 CAPITAL DISB	382,031.85	499,579.00	(117,547.15)	(23.53)
Total Police Disbursements	$ 5,934,261.05	$ 6,895,468.00	$ (961,206.95)	$ (13.94)

CITY OF SHERWOOD - GENERAL FUND
Statement of Receipts and Disbursements - Actual vs. Budget
For the 11 Months Ended November 30, 2015
UNAUDITED

	11 Months Ended November 30, 2015 ACTUAL	Year Ended December 31, 2015 BUDGET	VARIANCE	PCT
Hot Check				
70100 SALARY- DIRECTOR	$ 42,956.70	$ 46,569.00	$ (3,612.30)	$ (7.76)
70125 SALARIES	149,084.14	161,550.00	(12,465.86)	(7.72)
70150 PAYROLL TAXES	14,541.86	14,400.00	141.86	0.99
70300 DUES & SUBSCRIPTION	250.00	300.00	(50.00)	(16.67)
70327 SERVICE CONTRACTS	1,088.45	1,500.00	(411.55)	(27.44)
71000 SUPPLIES	2,105.35	2,500.00	(394.65)	(15.79)
71500 POSTAGE	1,014.00	1,500.00	(486.00)	(32.40)
73500 TRAVEL - CONVENTIONS	12.00	500.00	(488.00)	(97.60)
Total Hot Check Disbursements	$ 211,052.50	$ 228,819.00	$ (17,766.50)	$ (7.76)
Municipal Court				
70115 MUN JUDGE SALARY	$ 78,602.75	$ 85,879.00	$ (7,276.25)	$ (8.47)
70120 PUBLIC DEF SALARY	21,685.90	23,892.00	(2,206.10)	(9.23)
70125 COURT CLKS SALARY	449,364.63	532,129.00	(82,764.37)	(15.55)
70150 PAYROLL TAXES	42,074.75	50,215.00	(8,140.25)	(16.21)
70300 DUES & SUBSCRIPTION	965.00	1,200.00	(235.00)	(19.58)
70327 MAINT CONTRACTS	1,087.78	1,500.00	(412.22)	(27.48)
70390 BOND & FINE BK CD	3,674.72	3,500.00	174.72	4.99
71000 SUPPLIES	11,204.30	10,000.00	1,204.30	12.04
71500 POSTAGE	3,391.33	3,500.00	(108.67)	(3.10)
73500 TRAVEL/CONVENTIONS	161.36	500.00	(338.64)	(67.73)
Total Municipal Court Disbursements	$ 612,212.52	$ 712,315.00	$ (100,102.48)	$ (14.05)

CITY OF SHERWOOD - GENERAL FUND
Statement of Receipts and Disbursements - Actual vs. Budget
For the 11 Months Ended November 30, 2015
UNAUDITED

	11 Months Ended November 30, 2015 ACTUAL	Year Ended December 31, 2015 BUDGET	VARIANCE	PCT
Engineering and Planning				
70100 SALARY - DIRECTOR	$ 75,692.92	$ 82,058.00	$ (6,365.08)	$ (7.76)
70125 SALARIES	317,215.34	339,345.00	(22,129.66)	(6.52)
70150 PAYROLL TAXES	30,253.09	31,754.00	(1,500.91)	(4.73)
70300 DUES & SUBSCRIPTION	6,845.00	12,250.00	(5,405.00)	(44.12)
70325 PROFESSIONAL FEES	11,725.55	35,000.00	(23,274.45)	(66.50)
70365 PUBLIC EDUCATION	0.00	500.00	(500.00)	(100.00)
71000 SUPPLIES	10,473.54	10,000.00	473.54	4.74
71095 UNIFORMS	2,258.96	1,800.00	458.96	25.50
71500 POSTAGE	6,156.80	4,000.00	2,156.80	53.92
73000 CONF & TRAINING	1,920.00	1,250.00	670.00	53.60
73005 TRAVEL	35.69	500.00	(464.31)	(92.86)
73015 MANUAL & BOOKS	0.00	2,000.00	(2,000.00)	(100.00)
73500 VEHICLE EXPENSE	9,137.62	12,000.00	(2,862.38)	(23.85)
79000 CAPITAL DISB	20,193.00	18,000.00	2,193.00	12.18
Total Engineering and Planning Disb.	$ 491,907.51	$ 550,457.00	$ (58,549.49)	$ (10.64)

CITY OF SHERWOOD - GENERAL FUND
Statement of Receipts and Disbursements - Actual vs. Budget
For the 11 Months Ended November 30, 2015
UNAUDITED

	11 Months Ended November 30, 2015 ACTUAL	Year Ended December 31, 2015 BUDGET	VARIANCE	PCT
Human Resources				
70100 SALARY - DIRECTOR	$ 50,392.27	$ 61,020.00	$ (10,627.73)	$ (17.42)
70125 SALARIES	30,106.56	29,002.00	1,104.56	3.81
70150 PAYROLL TAXES	6,560.89	8,852.00	(2,291.11)	(25.88)
70300 DUES & SUBSCRIPTIONS	287.00	500.00	(213.00)	(42.60)
71000 SUPPLIES	6,708.72	10,000.00	(3,291.28)	(32.91)
71005 SOFTWARE COST	338.92	1,500.00	(1,161.08)	(77.41)
71500 POSTAGE	516.55	800.00	(283.45)	(35.43)
72025 COMMUNICATIONS	1,668.43	5,000.00	(3,331.57)	(66.63)
73000 CONF & TRAINING	786.89	1,500.00	(713.11)	(47.54)
73010 TRAINING & MATERIAL	0.00	1,000.00	(1,000.00)	(100.00)
78910 BACKGROUND CHECKS	2,746.25	3,000.00	(253.75)	(8.46)
Total Human Resources Disbursements	$ 100,112.48	$ 122,174.00	$ (22,061.52)	$ (18.06)

CITY OF SHERWOOD - GENERAL FUND
Statement of Receipts and Disbursements - Actual vs. Budget
For the 11 Months Ended November 30, 2015
UNAUDITED

	11 Months Ended November 30, 2015 ACTUAL	Year Ended December 31, 2015 BUDGET	VARIANCE	PCT
Computer Services				
70100 SALARY - DIRECTOR	$ 76,261.35	$ 82,675.00	$ (6,413.65)	$ (7.76)
70125 SALARIES	152,159.95	164,724.00	(12,564.05)	(7.63)
70150 PAYROLL TAXES	18,423.80	20,000.00	(1,576.20)	(7.88)
70300 DUES & SUBSCRIPTION	200.00	250.00	(50.00)	(20.00)
71000 OFFICE SUPPLIES	656.79	600.00	56.79	9.46
71005 SOFTWARE	3,185.68	7,000.00	(3,814.32)	(54.49)
71015 RIBBONS, TONER, DISK	204.96	1,300.00	(1,095.04)	(84.23)
71045 COMPTR FORMS/PAPER	98.83	100.00	(1.17)	(1.17)
71500 POSTAGE	0.00	25.00	(25.00)	(100.00)
72025 COMMUNICATION	0.00	25.00	(25.00)	(100.00)
72030 INTERNET ACCESS	121.04	500.00	(378.96)	(75.79)
72035 CABLING/ACCESS	1,237.23	1,400.00	(162.77)	(11.63)
73000 EDUCATION	6,980.00	7,000.00	(20.00)	(0.29)
73027 MAINTENANCE AGREEMENT	634.73	1,000.00	(365.27)	(36.53)
73028 SOFTWARE AGREEMENTS	1,547.00	5,000.00	(3,453.00)	(69.06)
73500 VEHICLE EXPENSE	52.86	200.00	(147.14)	(73.57)
75000 COMPUTER UPGRADES	19,168.90	19,000.00	168.90	0.89
75005 METERS, GAUGES, TOOLS	222.21	600.00	(377.79)	(62.97)
78995 REPAIRS	0.00	1,800.00	(1,800.00)	(100.00)
78997 TRAVEL	0.00	1,500.00	(1,500.00)	(100.00)
78998 BATTERIES & UPS	879.87	5,500.00	(4,620.13)	(84.00)
79000 CAPITAL DISB	4,430.03	8,000.00	(3,569.97)	(44.62)
Total Computer Services Disbursements	$ 286,465.23	$ 328,199.00	$ (41,733.77)	$ (12.72)

CITY OF SHERWOOD - GENERAL FUND
Statement of Receipts and Disbursements - Actual vs. Budget
For the 11 Months Ended November 30, 2015
UNAUDITED

	11 Months Ended November 30, 2015 ACTUAL	Year Ended December 31, 2015 BUDGET	VARIANCE	PCT
Sanitation				
70100 SALARY - DIRECTOR	$ 42,420.43	$ 0.00	$ 42,420.43	$ 0.00
70125 SALARIES	469,829.80	534,382.00	(64,552.20)	(12.08)
70150 PAYROLL TAXES	40,446.04	45,000.00	(4,553.96)	(10.12)
70155 CONTRACT LABOR	12,479.21	5,000.00	7,479.21	149.58
71000 SUPPLIES	7,406.12	9,000.00	(1,593.88)	(17.71)
71095 UNIFORMS	3,855.06	7,000.00	(3,144.94)	(44.93)
73015 TRAINING SEMINARS	315.00	500.00	(185.00)	(37.00)
73500 TRUCK EXPENSE	192,733.23	240,000.00	(47,266.77)	(19.69)
77060 DUMP EXPENSE	313,948.94	370,000.00	(56,051.06)	(15.15)
77065 RECYCLING	633,801.52	725,000.00	(91,198.48)	(12.58)
77070 FOGGING & SPRAYING	9,450.09	15,000.00	(5,549.91)	(37.00)
78990 REFUNDS	4,204.34	0.00	4,204.34	0.00
79000 CAPITAL DISBURSEMENTS	50,145.00	214,000.00	(163,855.00)	(76.57)
Total Sanitation Disbursements	$ 1,781,034.78	$ 2,164,882.00	$ (383,847.22)	$ (17.73)
Bill Harmon Recreation				
70125 SALARIES-BHRC	$ 253,292.43	$ 269,396.00	$ (16,103.57)	$ 5.98
70150 PAYROLL TAXES-BHRC	19,742.30	30,000.00	(10,257.70)	34.19
70386 CERTIFICATION FEES	1,676.00	1,000.00	676.00	(67.60)
71020 OFFICE SUPPLIES-BHRC	1,851.43	2,000.00	(148.57)	7.43
71025 BUILDING SUPPLIES-BHRC	28,448.37	35,000.00	(6,551.63)	18.72
71555 CONTRACT LABOR-BHRC	25,916.25	35,000.00	(9,083.75)	25.95
72520 UTILITIES	108,773.84	135,000.00	(26,226.16)	19.43
78900 BUILDING MAINT BHRC	24,624.48	35,000.00	(10,375.52)	29.64
78990 REFUNDS-BHRC	2,065.00	0.00	2,065.00	0.00
78992 LEASE EQUIP-BHRC	2,424.40	2,400.00	24.40	(1.02)
78993 LEASE FITNESS EQUIP	14,167.64	20,472.00	(6,304.36)	30.80
78995 CAPITAL REPAIRS	69,882.65	20,000.00	49,882.65	(249.41)
79000 CAPITAL DISBURSEMENTS	17,597.00	24,000.00	(6,403.00)	26.68
Total Bill Harmon Recreation Disbursements	$ 570,461.79	$ 609,268.00	$ (38,806.21)	$ (6.37)

CITY OF SHERWOOD - GENERAL FUND
Statement of Receipts and Disbursements - Actual vs. Budget
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UNAUDITED

	11 Months Ended November 30, 2015 ACTUAL	Year Ended December 31, 2015 BUDGET	VARIANCE	PCT
Parks and Recreation				
70100 SALARY - DIRECTOR	$ 78,365.70	$ 83,361.00	$ (4,995.30)	$ (5.99)
70125 SALARIES	417,236.44	438,210.00	(20,973.56)	(4.79)
70130 SALARIES LIBRARY	3,271.44	6,000.00	(2,728.56)	(45.48)
70150 PAYROLL TAXES	38,625.07	44,939.00	(6,313.93)	(14.05)
70300 SUBSCR/PROF DUES	880.50	1,000.00	(119.50)	(11.95)
71000 SUPPLIES	2,500.39	3,000.00	(499.61)	(16.65)
71010 OFFICE SUPPLIES	2,510.56	3,000.00	(489.44)	(16.31)
71015 COMPUTER SUPPLIES	334.55	500.00	(165.45)	(33.09)
71040 LIBRARY SUPPLIES	371.90	1,000.00	(628.10)	(62.81)
71050 POOL SUPPLIES - TH	5,615.42	7,000.00	(1,384.58)	(19.78)
71060 POOL SUPPLIES - FW	5,650.35	6,500.00	(849.65)	(13.07)
71070 POOL SUPPLIES - IH	6,135.10	4,500.00	1,635.10	36.34
71085 LANDSCAPING	955.84	1,000.00	(44.16)	(4.42)
71090 MISC TOOLS/SMALL EQ	7,733.19	9,500.00	(1,766.81)	(18.60)
71095 UNIFORMS	3,542.22	5,000.00	(1,457.78)	(29.16)
71500 POSTAGE	315.67	500.00	(184.33)	(36.87)
72000 TELEPHONE	6,172.49	13,000.00	(6,827.51)	(52.52)
72500 UTILITIES	22,277.99	30,000.00	(7,722.01)	(25.74)
72550 UTILITIES - POOL TH	8,692.83	9,000.00	(307.17)	(3.41)
72560 UTILITIES - POOL FW	4,385.11	5,000.00	(614.89)	(12.30)
72570 UTILITIES - POOL IH	3,265.38	3,000.00	265.38	8.85
73005 CONVENTIONS & TRAVEL	2,940.17	5,000.00	(2,059.83)	(41.20)
73500 TRAVEL/VEH MAIN	21,812.55	30,000.00	(8,187.45)	(27.29)
74050 VENDING - POOL TH	1,845.99	1,500.00	345.99	23.07
74060 VENDING - POOL FW	1,528.50	1,500.00	28.50	1.90
74070 VENDING - POOL IH	1,348.37	1,500.00	(151.63)	(10.11)
78500 EQUIPMENT MAINT	1,524.76	2,500.00	(975.24)	(39.01)
78505 EQUIPMENT RENTAL	10,102.38	6,000.00	4,102.38	68.37
78910 PARKS MAINT & REPR	36,221.71	40,000.00	(3,778.29)	(9.45)
78990 REFUNDS	(29,937.99)	0.00	(29,937.99)	0.00
78995 CAPITAL REPAIRS	40,178.00	45,000.00	(4,822.00)	(10.72)
79000 CAPITAL DISB	41,896.20	38,500.00	3,396.20	8.82
Total Parks and Rec. Disbursements	$ 748,298.78	$ 846,510.00	$ (98,211.22)	$ (11.60)
Administration Building				
70100 SALARIES	$ 32,214.47	$ 34,925.00	$ (2,710.53)	$ (7.76)
70150 PAYROLL TAXES	2,600.91	3,500.00	(899.09)	(25.69)
71000 SUPPLIES	9,827.84	10,000.00	(172.16)	(1.72)
71095 UNIFORMS	55.00	520.00	(465.00)	(89.42)
73500 AUTO EXPENSE	365.44	1,000.00	(634.56)	(63.46)
73501 JANITORAL CONTRACT	18,326.00	20,000.00	(1,674.00)	(8.37)
78900 BUILDING MAINT	60,283.17	77,000.00	(16,716.83)	(21.71)
Total Administration Building	$ 123,672.83	$ 146,945.00	$ (23,272.17)	$ (15.84)

CITY OF SHERWOOD - GENERAL FUND
Statement of Receipts and Disbursements - Actual vs. Budget
For the 11 Months Ended November 30, 2015
UNAUDITED

	11 Months Ended November 30, 2015 ACTUAL	Year Ended December 31, 2015 BUDGET	VARIANCE	PCT
Sherwood Forest				
70125 SALARIES	$ 128,695.05	$ 128,093.00	$ 602.05	$ 0.47
70150 PAYROLL TAXES	10,365.04	11,184.00	(818.96)	(7.32)
70200 ADVERTISING	4,725.70	8,000.00	(3,274.30)	(40.93)
70205 PUBLIC RELATIONS	1,896.12	2,500.00	(603.88)	(24.16)
70260 SPECIAL EVENTS	5,331.72	7,000.00	(1,668.28)	(23.83)
70300 DUES & SUBSCRIPTIONS	100.00	500.00	(400.00)	(80.00)
71000 SUPPLIES	6,838.30	11,500.00	(4,661.70)	(40.54)
71085 LANDSCAPING	0.00	500.00	(500.00)	(100.00)
71095 UNIFORMS	30.71	750.00	(719.29)	(95.91)
72000 TELEPHONE	8,996.21	12,000.00	(3,003.79)	(25.03)
72500 UTILITIES	38,026.96	45,000.00	(6,973.04)	(15.50)
73000 CONFER & TRAINING	263.63	500.00	(236.37)	(47.27)
73500 VEHICLE & TRAVEL	2,443.01	1,500.00	943.01	62.87
78500 EQUIPMENT MAINT	964.10	2,000.00	(1,035.90)	(51.80)
78900 BLDG/GROUND MAINT	24,052.02	25,000.00	(947.98)	(3.79)
78990 REFUNDS	3,180.00	0.00	3,180.00	0.00
78995 CAPITAL REPAIRS	3,892.22	20,000.00	(16,107.78)	(80.54)
79000 CAPITAL DISB	5,855.75	7,500.00	(1,644.25)	(21.92)
Total Sherwood Forest Disbursements	$ 245,656.54	$ 283,527.00	$ (37,870.46)	$ (13.36)
After School Day Camp				
70125 SALARIES AFT/SCH	$ 158,886.98	$ 185,000.00	$ (26,113.02)	$ (14.12)
70150 PAYROLL TAXES	12,221.03	14,213.00	(1,991.97)	(14.02)
71000 SUPPLIES	3,789.90	6,000.00	(2,210.10)	(36.84)
71095 UNIFORMS	517.98	1,000.00	(482.02)	(48.20)
73500 VEHICLES AFT/SCH	6,162.66	3,500.00	2,662.66	76.08
74600 GAMES & PROGRAM MAT	1,890.13	3,000.00	(1,109.87)	(37.00)
78990 REFUNDS DAYCAMP	630.00	0.00	630.00	0.00
78995 CAPITAL REPAIRS	5,425.00	5,000.00	425.00	8.50
79000 CAPITAL DISB	26,059.00	27,000.00	(941.00)	(3.49)
Total After School Day Camp Disb.	$ 215,582.68	$ 244,713.00	$ (29,130.32)	$ (11.90)
Youth Council				
77020 YTH COUNCIL EXPENSE	$ 987.74	$ 500.00	$ 487.74	$ 97.55
Total Youth Council	$ 987.74	$ 500.00	$ 487.74	$ 97.55

CITY OF SHERWOOD - GENERAL FUND
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	11 Months Ended November 30, 2015 ACTUAL	Year Ended December 31, 2016 BUDGET	VARIANCE	PCT
Greens at North Hills				
70125 SALARIES - GR NH	$ 314,571.72	$ 353,294.00	$ (38,722.28)	$ (10.96)
70150 PAYROLL TAXES	24,526.22	27,328.00	(2,801.78)	(10.25)
70200 ADVERTISING	2,687.47	5,000.00	(2,312.53)	(46.25)
70300 SUBSCRIP/PROF DUES	1,119.00	2,000.00	(881.00)	(44.05)
71000 SUPPLIES	13,840.06	17,000.00	(3,159.94)	(18.59)
71010 OFFICE SUPPLIES	1,630.73	2,000.00	(369.27)	(18.46)
71015 COMPUTER SUPPLIES	0.00	600.00	(600.00)	(100.00)
71080 AGRI SUPPLIES	40,182.46	55,000.00	(14,817.54)	(26.94)
71085 LANDSCAPING	0.00	1,000.00	(1,000.00)	(100.00)
71090 MISC TOOLS/SMALL EQ	1,911.32	2,000.00	(88.68)	(4.43)
71095 UNIFORMS	999.11	2,500.00	(1,500.89)	(60.04)
71500 POSTAGE	0.00	250.00	(250.00)	(100.00)
72000 TELEPHONE	9,974.73	6,000.00	3,974.73	66.25
72500 UTILITIES	119,993.97	125,000.00	(5,006.03)	(4.00)
73005 CONVENTION/TRAVEL	58.99	4,500.00	(4,441.01)	(98.69)
73500 VEHICLE MAINT NHP	15,350.04	30,000.00	(14,649.96)	(48.83)
78500 EQUIP MAINT REPAIRS	9,480.41	13,000.00	(3,519.59)	(27.07)
78505 EQUIP RENTAL/LEASE	108,282.00	110,000.00	(1,718.00)	(1.56)
78900 BLDG/GROUNDS MAINT	21,990.45	30,000.00	(8,009.55)	(26.70)
78990 REFUND NORTH HILLS	3,197.00	0.00	3,197.00	0.00
78995 CAPITAL REPAIRS	31,387.45	25,000.00	6,387.45	25.55
79000 CAPITAL DISB	0.00	6,000.00	(6,000.00)	(100.00)
Total Greens at North Hills Disbursements	$ 721,183.13	$ 817,472.00	$ (96,288.87)	$ (11.78)
Sports Complex				
70125 SALARY SPTS CMPLX	$ 222,425.87	$ 257,158.00	$ (34,732.13)	$ 13.51
70150 PAYROLL TAXES-SPTS CMPLX	17,218.20	21,340.00	(4,121.80)	19.31
70160 ATHLETIC SERVICES	2,695.00	6,500.00	(3,805.00)	58.54
71030 SPORTING GOOD SUPPLIES	5,138.56	7,000.00	(1,861.44)	26.59
71080 AGRICULTURAL SUPPLIES	9,367.45	15,000.00	(5,632.55)	37.55
77030 SPORTS COMPLEX EXPENSE	152,227.03	175,000.00	(22,772.97)	13.01
78991 CONCESSIONS EXPENSE	62,909.81	80,000.00	(17,090.19)	21.36
78992 LEASE EQUIPMENT	5,321.86	18,000.00	(12,678.14)	70.43
79000 CAPITAL DISBURSEMENTS	18,791.33	17,900.00	891.33	(4.98)
Total Sports Complex Disbursements	$ 496,095.11	$ 597,898.00	$ (101,802.89)	$ (17.03)

CITY OF SHERWOOD - GENERAL FUND
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	11 Months Ended November 30, 2015 ACTUAL	Year Ended December 31, 2015 BUDGET	VARIANCE	PCT
Senior Citizens				
70100 SALARY - DIRECTOR	$ 60,900.75	$ 66,022.00	$ (5,121.25)	$ (7.76)
70125 SALARIES	85,139.25	88,020.00	(2,880.75)	(3.27)
70150 PAYROLL TAXES	11,323.71	11,587.00	(263.29)	(2.27)
70265 SENIOR PROGRAM	5,786.64	9,000.00	(3,213.36)	(35.70)
70270 MEALS ON WHEELS	25,000.00	25,000.00	0.00	0.00
70275 PROGRAM FUND RAISER	0.00	1,000.00	(1,000.00)	(100.00)
71000 OFFICE SUPPLIES	2,249.62	3,000.00	(750.38)	(25.01)
71025 BUILDING SUPPLIES	8,777.96	14,000.00	(5,222.04)	(37.30)
71095 UNIFORMS	518.47	700.00	(181.53)	(25.93)
71500 POSTAGE	1,451.00	2,200.00	(749.00)	(34.05)
72000 TELEPHONE	7,102.42	4,800.00	2,302.42	47.97
72500 UTILITIES	16,321.79	22,000.00	(5,678.21)	(25.81)
73000 CONFER/TRAINING	435.00	1,000.00	(565.00)	(56.50)
73500 TRAVEL/VEH MAINT	11,363.19	8,000.00	3,363.19	42.04
74000 VENDING	225.00	200.00	25.00	12.50
78900 CAPITAL DISB. ST CITIZEN CENTER	0.00	11,000.00	(11,000.00)	(100.00)
Total Senior Citizens Disbursements	$ 236,594.80	$ 267,529.00	$ (30,934.20)	$ (11.56)

CITY OF SHERWOOD - GENERAL FUND
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UNAUDITED

	11 Months Ended November 30, 2015 ACTUAL	Year Ended December 31, 2015 BUDGET	VARIANCE	PCT
Animal Control				
70100 SALARY - DIRECTOR	$ 47,655.74	$ 51,663.00	$ (4,007.26)	$ (7.76)
70125 SALARIES	173,214.12	170,414.00	2,800.12	1.64
70150 PAYROLL TAXES	17,711.53	18,428.00	(716.47)	(3.89)
70160 VETERINARIAN	2,901.11	2,628.00	273.11	10.39
70205 PUBLIC RELATIONS	102.97	300.00	(197.03)	(65.68)
70300 DUES & SUBSCRIPTIONS	92.00	170.00	(78.00)	(45.88)
71000 SUPPLIES & SERVICES	16,739.81	20,000.00	(3,260.19)	(16.30)
71002 ASPCA GRANT	2,112.47	0.00	2,112.47	0.00
71035 SURGERY SUPPLIES	8,957.77	10,000.00	(1,042.23)	(10.42)
71095 UNIFORMS	2,085.08	2,500.00	(414.92)	(16.60)
71500 POSTAGE	126.63	150.00	(23.37)	(15.58)
72500 UTILITIES	17,527.76	19,920.00	(2,392.24)	(12.01)
73000 EDUC & TRAINING	2,631.33	2,500.00	131.33	5.25
73500 VEHICLE MAINTENANCE	2,888.40	6,000.00	(3,111.60)	(51.86)
75500 PET FOOD	105.04	2,500.00	(2,394.96)	(95.80)
75505 SURGERY	12,925.00	13,750.00	(825.00)	(6.00)
75510 CREMATIONS SERVICES	2,415.00	4,000.00	(1,585.00)	(39.63)
78900 BUILDING MAINT	411.28	2,400.00	(1,988.72)	(82.86)
78990 REFUND	90.00	0.00	90.00	0.00
Total Animal Control Disbursements	$ 310,693.04	$ 327,323.00	$ (16,629.96)	$ (5.08)

CITY OF SHERWOOD - GENERAL FUND
Statement of Receipts and Disbursements - Actual vs. Budget
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UNAUDITED

	11 Months Ended November 30, 2015 ACTUAL	Year Ended December 31, 2015 BUDGET	VARIANCE	PCT
Public Works				
70125 SALARIES - DRAINAGE	$ 238,796.89	$ 324,158.00	$ (85,361.11)	$ (26.33)
70150 PAYROLL TAXES	18,716.14	26,000.00	(6,283.86)	(25.14)
70155 CONTRACT LABOR	42,718.97	1,000.00	41,718.97	4,171.90
71090 EQUIP/SFTWARE/TRAINING	2,898.90	4,500.00	(1,601.10)	(35.58)
77050 DRAINAGE WORK	858.00	100,000.00	(99,142.00)	(99.14)
77055 SIDEWALKS	36.28	25,000.00	(24,963.72)	(99.85)
79000 CAPITAL DISB	0.00	3,500.00	(3,500.00)	(100.00)
Total Public Works Disbursements	$ 304,026.18	$ 483,158.00	$ (179,132.82)	$ (37.08)

CITY OF SHERWOOD - GENERAL FUND
Statement of Receipts and Disbursements - Actual vs. Budget
For the 11 Months Ended November 30, 2015
UNAUDITED

	11 Months Ended November 30, 2015 ACTUAL	Year Ended December 31, 2015 BUDGET	VARIANCE	PCT
Total Disbursements	$ 17,680,909.98	$ 20,283,894.00	$ (2,602,984.02)	$ (12.83)
Excess Receipts Over Disbursements	$ 1,202,275.91	$ 0.00	$ 1,202,275.91	$ 0.00

CITY OF SHERWOOD - STREET FUND
Statement of Assets, Liabilities and Fund Balance
As of November 30, 2015
UNAUDITED

ASSETS

CURRENT ASSETS	
11102 CASH IN BANK	$ 1,512,321.90
11107 GARNISHMENT/CHILD SUPPORT	904.00
11150 ACCOUNTS RECEIVABLE	650.00
Total Current Assets	$ 1,513,875.90
TOTAL ASSETS	$ 1,513,875.90

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES	
21204 STATE W/H TAX	$ 1,317.81
21205 GROUP INS PAYABLE	4,468.33
21215 ACCOUNTS PAY	28,242.56
21218 RETIREMENT PLAN	19,003.01
Total Current Liabilities	$ 53,031.71
Total Liabilities	$ 53,031.71
FUND BALANCE	
31290 FUND BALANCE	$ 1,475,885.72
EXCESS RECEIPTS OVER DISBURSEMENTS	(15,041.53)
Total Fund Balance	$ 1,460,844.19
TOTAL LIABILITIES AND FUND BALANCE	$ 1,513,875.90

CITY OF SHERWOOD - STREET FUND
Statement of Receipts and Disbursements - Actual vs. Budget
For the 11 Months Ended November 30, 2015
UNAUDITED

	11 Months Ended November 30, 2015 ACTUAL	Year Ended December 31, 2015 BUDGET	VARIANCE	PCT
Receipts				
51301 PROP TAX - COUNTY RD	$ 636,016.48	$ 600,000.00	$ 36,016.48	$ 6.00
51302 STATE HIGHWAY REVENUE	1,796,613.38	1,900,000.00	(103,386.62)	(5.44)
51303 INTEREST RECEIVED	6,971.95	8,000.00	(1,028.05)	(12.85)
51308 STREET REFUNDS	35,382.18	0.00	35,382.18	0.00
AVAILABLE RESERVE	0.00	404,184.00	(404,184.00)	(100.00)
52331 BILL HARMON REC CENTER	221.52	0.00	221.52	0.00
Total Receipts	$ 2,475,205.51	$ 2,912,184.00	$ (436,978.49)	$ (15.01)
Disbursements				
70111 SALARY - SUPT	$ 59,135.10	$ 64,108.00	$ (4,972.90)	$ (7.76)
70112 SALARIES	312,602.25	355,000.00	(42,397.75)	(11.94)
70380 GROUP INSURANCE	42,483.32	45,000.00	(2,516.68)	(5.59)
71000 CONTRACT LABOR	834.96	0.00	834.96	0.00
71001 PAVING & MATERIAL	118,010.07	200,000.00	(81,989.93)	(40.99)
71002 SIGNS	21,681.40	20,000.00	1,681.40	8.41
71003 EQUIP OPER & MAINT	80,647.63	120,000.00	(39,352.37)	(32.79)
71004 DRAINAGE	52,964.01	50,000.00	2,964.01	5.93
71005 UTILITIES	22,694.41	26,400.00	(3,705.59)	(14.04)
71007 PROFESSIONAL FEES	19,200.00	25,000.00	(5,800.00)	(23.20)
71010 UNIFORMS	6,322.87	12,500.00	(6,177.13)	(49.42)
71012 INSURANCE	39,574.88	38,400.00	1,174.88	3.06
71014 PAYROLL TAXES	32,527.02	37,759.00	(5,231.98)	(13.86)
71015 BLDG MAINTENANCE	26,542.74	20,000.00	6,542.74	32.71
71016 SUPPLIES	17,924.20	25,000.00	(7,075.80)	(28.30)
71017 STREET LIGHTS UTIL	252,667.18	300,000.00	(47,332.82)	(15.78)
71018 SIDEWALKS	154,161.28	134,184.00	19,977.28	14.89
71019 TRAFFIC CONTROL	23,185.53	55,000.00	(31,814.47)	(57.84)
71020 TRAINING	392.11	1,000.00	(607.89)	(60.79)
71021 STREET IMPROVEMENT	685,578.88	684,046.00	1,532.88	0.22
71030 BRIDGE REPAIR	451.81	10,000.00	(9,548.19)	(95.48)
71090 TOOL/MANUAL ALLOW	3,120.00	3,120.00	0.00	0.00
71091 MARYLAND AVE PROJECT	391,101.62	550,000.00	(158,898.38)	(28.89)
71094 EMPL RETIREMT 457	19,382.97	19,467.00	(84.03)	(0.43)
81160 CAPITAL DISBURSEMENTS	107,060.80	116,200.00	(9,139.20)	(7.87)
Total Disbursements	$ 2,490,247.04	$ 2,912,184.00	$ (421,936.96)	$ (14.49)
Excess Receipts Over Disbursements	$ (15,041.53)	$ 0.00	$ (15,041.53)	$ 0.00

SHERWOOD WASTEWATER UTILITY
Statement of Assets, Liabilities and Fund Balance
As of November 30, 2015
UNAUDITED

ASSETS

CURRENT ASSETS	
105 CASH IN BANK	$ 1,631,913.80
107 WASTEWATER RESERVE	458,663.13
122 ACCOUNTS RECEIVABLE	222,824.63
133 VISA TRANSFER	(1,100.00)
Total Current Assets	$ 2,312,301.56
PROPERTY AND EQUIPMENT	
220 EQUIPMENT	641,525.27
230 CONSTR IN PROGRESS	614,179.95
232 SEWER FACILITY SYSTEM	10,913,404.16
233 SEWER IMPROVEMENTS	45,567.32
235 BUILDINGS	381,958.68
240 ACCUM DEPRECIATION	(4,801,477.98)
Net Property and Equipment	7,795,157.40
TOTAL ASSETS	$ 10,107,458.96

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES	
305 ACCOUNTS PAYABLE	$ 4,753.95
360 FICA PAYABLE	4,049.62
362 STATE INCOME TAX W/H	1,066.28
365 RETIREMENT PLAN	17,585.66
380 GARNISHMENT/CHLD SPPT	290.40
Total Current Liabilities	$ 27,745.91
Total Liabilities	$ 27,745.91
FUND BALANCE	
440 FUND BALANCE	$ 9,818,543.87
EXCESS RECEIPTS OVER DISBURSEMENTS	261,169.18
Total Fund Balance	$ 10,079,713.05
TOTAL LIABILITIES AND FUND BALANCE	$ 10,107,458.96

SHERWOOD WASTEWATER UTILITY
Statement of Receipts and Disbursements - Actual vs. Budget
For the 11 Months Ended November 30, 2015
UNAUDITED

	11 Months Ended November 30, 2015 ACTUAL	Year Ended December 31, 2015 BUDGET	VARIANCE	PCT
Receipts				
504 TIE-ON FEES	$ 8,005.00	$ 7,000.00	$ 1,005.00	$ 14.36
505 SERVICE CHARGE	1,315,557.05	1,377,000.00	(61,442.95)	(4.46)
506 INTEREST EARNED	7,414.14	4,500.00	2,914.14	64.76
531 BILL HARMON REC CENTER	101.53	0.00	101.53	0.00
AVAILABLE RESERVE	0.00	143,404.00	(143,404.00)	(100.00)
Total Receipts	$ 1,331,077.72	$ 1,531,904.00	$ (200,826.28)	$ (13.11)
Disbursements				
670 TREATMENT CHARGES	$ 265,448.64	$ 339,000.00	$ (73,551.36)	$ (21.70)
672 ENG/PROF FEES	20,714.34	20,000.00	714.34	3.57
673 LEGAL FEES	7,933.75	10,000.00	(2,066.25)	(20.66)
674 DUES & SUBSCRIPTIONS	9,343.80	15,000.00	(5,656.20)	(37.71)
680 GROUP INSURANCE	41,245.73	42,000.00	(754.27)	(1.80)
686 INSURANCE	12,247.66	10,000.00	2,247.66	22.48
738 REPAIR & MAINT	39,182.61	88,000.00	(48,817.39)	(55.47)
739 EMPL RETIREMT 457	14,143.04	18,550.00	(4,406.96)	(23.76)
740 UNIFORMS	3,819.57	5,500.00	(1,680.43)	(30.55)
745 SALARIES	288,994.63	333,904.00	(44,909.37)	(13.45)
750 LICENSE & PERMIT	9,053.05	9,000.00	53.05	0.59
752 TOOLS & EQUIP	13,643.13	24,000.00	(10,356.87)	(43.15)
756 SUPPLIES	20,851.54	30,000.00	(9,148.46)	(30.49)
757 PRINTING	353.03	250.00	103.03	41.21
761 CHEMICALS	12,291.86	12,000.00	291.86	2.43
763 TAXES - PAYROLL	32,822.47	32,800.00	22.47	0.07
764 MANHOLE REHAB/REPAIRS	1,085.86	16,000.00	(14,914.14)	(93.21)
765 PUMPSTATION IMPROVEMENTS	24,097.91	49,000.00	(24,902.09)	(50.82)
766 TELEPHONE	12,034.09	11,500.00	534.09	4.64
767 TREATMENT PLANT IMPR	76,966.98	150,000.00	(73,033.02)	(48.69)
768 RENTAL EQUIPMENT	5,440.05	10,000.00	(4,559.95)	(45.60)
775 TRAINING/SEMINARS	2,242.51	6,000.00	(3,757.49)	(62.62)
780 UTILITIES	103,874.08	120,000.00	(16,125.92)	(13.44)
790 VEHICLE OPERATION	17,700.10	26,000.00	(8,299.90)	(31.92)
795 CAPITAL DISBURSEMENTS	1,160.03	45,000.00	(43,839.97)	(97.42)
796 POINT REPAIRS	6,780.98	20,000.00	(13,219.02)	(66.10)
797 LINE REPLACEMENTS	0.00	50,000.00	(50,000.00)	(100.00)
799 LABORATORY EQUIPMENT	9,104.74	9,600.00	(495.26)	(5.16)
800 LABORATORY TESTING	17,414.00	28,800.00	(11,386.00)	(39.53)
801 REFUNDS/REIMBURSEMENT	(81.64)	0.00	(81.64)	0.00
Total Disbursements	$ 1,069,908.54	$ 1,531,904.00	$ (461,995.46)	$ (30.16)
Excess Receipts Over Disbursements	$ 261,169.18	$ 0.00	$ 261,169.18	$ 0.00

CITY OF SHERWOOD 1% SALES TAX
Statement of Assets, Liabilities and Fund Balance
As of November 30, 2015
UNAUDITED

ASSETS

CURRENT ASSETS		
105 CASH IN EAGLE BANK	$	935,682.34
107 1% SALES TAX RESERVE		560,763.18
114 CERT OF DEPOSIT		246.57
132 ACCRUED INT RECEIVABLE		7,407.28
150 DUE FROM GENERAL FUND		17,127.67
233 SEWER IMPROVEMENTS		20,954.23
Total Current Assets	$	1,542,181.27
TOTAL ASSETS	$	1,542,181.27

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES		
302 ACCRUED INT PAYABLE	$	4,542.20
305 ACCOUNTS PAYABLE		47,706.00
306 BONDS PAYABLE		861,249.00
Total Current Liabilities	$	913,497.20
Total Liabilities	$	913,497.20
FUND BALANCE		
490 FUND BALANCE	$	1,159,451.47
EXCESS RECEIPTS OVER DISBURSEMENTS		(530,767.40)
Total Fund Balance	$	628,684.07
TOTAL LIABILITIES AND FUND BALANCE	$	1,542,181.27

CITY OF SHERWOOD 1% SALES TAX
Statement of Receipts and Disbursements - Actual vs. Budget
For the 11 Months Ended November 30, 2015
UNAUDITED

	11 Months Ended November 30, 2015 ACTUAL	Year Ended December 31, 2015 BUDGET	VARIANCE	PCT
Receipts				
505 CITY SALES TAX/SEWER	$ 133.29	$ 0.00	$ 133.29	$ 0.00
506 INTEREST EARNED	6,028.50	18,000.00	(11,971.50)	(66.51)
AVAILABLE RESERVE	0.00	360,000.00	(360,000.00)	(100.00)
Total Receipts	$ 6,161.79	$ 378,000.00	$ (371,838.21)	$ (98.37)
Disbursements				
233 SEWER IMPROVEMENTS	$ 85,340.11	$ 0.00	$ (85,340.11)	$ 0.00
672 ENG/PROF FEES	272,230.73	200,000.00	(72,230.73)	36.12
751 SEWER STUDY	80,565.80	75,000.00	(5,565.80)	7.42
758 SEWER BOND PAYMENT	94,247.55	103,000.00	8,752.45	(8.50)
767 TREATMENT PLANT IMPROVEMENT	4,545.00	0.00	(4,545.00)	0.00
Total Disbursements	$ 536,929.19	$ 378,000.00	$ 158,929.19	$ 42.04
Excess Receipts Over Disbursements	$ (530,767.40)	$ 0.00	$ (530,767.40)	$ 0.00

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ADOPTION OF AN ADVERTISING AND PROMOTION COMMISSION BUDGET FOR THE CITY OF SHERWOOD, ARKANSAS, FOR THE TWELVE MONTH PERIOD BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016; APPROPRIATING MONEY FOR EACH AND EVERY ITEM OF EXPENDITURE THEREIN PROVIDED FOR; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Section 2 of Act No. 1959 provides that the City Council shall adopt an annual Advertising and Promotion Commission Budget for the operating of the City for the calendar year; and

WHEREAS, it is the opinion of the City Council that the schedules and exhibits of the final information prepared, as well as the expenditures for the calendar year, appear to be accurate as possible for budgetary purposes;

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

Section 1. This ordinance shall be known as the Advertising and Promotion Commission Budget Ordinance for the City of Sherwood, Arkansas, for the twelve (12) month period beginning January 1, 2016, and ending December 31, 2016, reflecting estimated revenues and expenditures. The revenues therein are estimated to be **$970,000.00** and the expenditures therein are estimated to be **$970,000.00** and are subject to change, and all appropriations are calculated on said available revenues, a summary of which is attached and made a part of this ordinance.

Section 2. The respective amounts of funds for each and every item or class therein proposed for 2016 are hereby approved by the City Council of Sherwood, Arkansas, and are hereby authorized and appropriated for the purposes therein set forth for the calendar year ending December 31, 2016.

Section 3. The appropriation was prepared by reason of the fact that the City of Sherwood adopts an annual Advertising and Promotion Commission Budget beginning January 1, and ending December 31, of each year in order to operate the City Government.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. If any part or parts of this ordinance are declared void or unconstitutional for any reason, it shall not affect the remaining parts of this ordinance.

Section 6. Now, therefore, an emergency is hereby declared to exist; and this ordinance, being necessary for the preservation of public peace, health, and safety, shall take effect and be in force immediately upon its passage and approval.

ADOPTED on this ___ day of _____ 2015.

_____
Virginia R. Young, Mayor

ATTEST:

_____
Angela Nicholson, City Clerk

APPROVED AS TO FORM:

_____
Stephen Cobb, City Attorney

Sherwood A P Commission
2016 Budget - B

Revenue

Item #		Source	Amount
1	200-005	Restaurant/Hotel Tax	$ 864,000.00
2	201-005	Interest Earned	$ 1,200.00
3	202-005	Contributions - Trail of Lights	$ 40,000.00
4	203-005	Misc. Receipts	$ 300.00
5	700-005	Income from Sherwood Fest	$ 4,000.00
6	705-005	Income from 4th of July	$ 500.00
7		From Reserves	$ 60,000.00
		Total Revenues	$ 970,000.00

Expenses

Item #		Category	Amount
1	501-005	Economic Development	$ 40,000.00
2	503-005	Contingency	$ 1,000.00
3	507-005	Parks & Rec. Contribution	$ 360,000.00
4	70200-005	Advertising	$ 30,000.00
5	70260-005	4th of July Celebration Expense	$ 15,000.00
6	70261-005	Sherwood Fest Expense	$ 30,000.00
7	70385-005	Parks & Rec. Expense Allowance	$ 9,000.00
8	71000-005	Office Supplies	$ 1,000.00
9	72500-005	Trail of Lights	$ 125,000.00
10	78900-005	Building Maintenance	$ 34,000.00
11	79000-005	Capital Improvements	$ 60,000.00
12		Bond Payments	$ 265,000.00
		Total Expenses	$ 970,000.00

City of Sherwood A & P Commission

2016 B Budget Explanation Page

Income.....**$970,000**

2% Hotel & Restaurant tax ($72,000 x 12 months = $864,000), Enchanted Forest donations ($40,000), Sherwood Fest ($4,000), 4th of July ($500), Misc. Rcpts. ($300), Int. Earned ($100 x 12 months = $1,200), From Reserves ($60,000).

Expenses..... **$970, 000**

1. **Economic Development**..... **$40,000**

   This money is for Economic Development (on a reimbursement basis)

2. **Contingency**.....**$1,000**

   This is for any foreseen expenses that could arise throughout the year.

3. **Parks & Rec. Contribution**..... **$360,000**

   $20,000 per month – Bill Harmon Recreation Center & $10,000 per month – North Hills Park

4. **Advertising** **$30,000**

   This is to be used towards large ads, Branding & $5,000 for electronic scoreboard for Sylvan Hills

5. **4th of July Celebration**.....**$15,000**

   This is used to pay for the fireworks, food, advertising and other costs associated with this event.

6. **Sherwood Fest**.....**$30,000**

   This is used to pay for advertising, supplies, fireworks, bands & any other expenses associated with this event.

7. **Parks & Rec. Expenses Allowance**.....**$9,000**

   This money is to be used for the City Calendar, Christmas Parade & Busch Softball Classic

8. **Office Supplies**.....**$1,000**

   This is used for forms, stationary, etc. that are used in conjunction with A & P business.

9. **Trail of Lights**.....**$125,000**

   This money is used to pay for electricity, bulb replacement, and groups to man the trail, candy canes, reception & all other expenses associated with the trail, including the displays we purchase with donations received.

10. **Building Maintenance**.....**$34,000**

    This money will be spent to update some Parks to bring them into ADA compliance.

11. **Capital Improvements**.....**$60,000**

    This will be used to complete the Farmers Market Pavilion

12. **Bond Payment**.....**$265,000**

    This money will be used for the monthly bond payment

ORDINANCE NO. _____

AN ORDINANCE REZONING THE PROPERTY AT 10209 HIGHWAY 107 FROM R-1 TO C-3; AMENDING THE ZONING AND LAND USE MAP; AND FOR OTHER PURPOSES.

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

SECTION 1: The property located at 10209 Highway 107, is hereby rezoned from R-1 to C-3.

SECTION 2: The Zoning and Land Use Map have been amended.

SECTION 3: Any parts of conflicting ordinances are repealed.

SECTION 4: If any parts of this ordinance are declared void, it shall not affect the remaining parts.

SECTION 5: This ordinance is necessary for the orderly development of Sherwood.

ADOPTED on this ___ day of **December 2015.**

_____
Virginia R. Young, Mayor

ATTEST:

_____
Angela Nicholson, City Clerk

APPROVED AS TO FORM:

_____
Stephen Cobb, City Attorney

ENGINEERING DEPARTMENT

CITY ENGINEER - Ellen Norvell, PE

City of Sherwood

2199 EAST KIEHL AVENUE
P.O. BOX 6256
SHERWOOD, ARKANSAS 72124-6256
PHONE (501) 835-4753 I FAX (501) 835-5811

Project:	Rezoning from R-1 to C-3 10209 Highway 107 – Lot 1 Block 1 Sylvan Hills Addition
Agent:	Hurley & Whitwell, PLLC
Owner:	Rylwell, LLC
Date:	November 17, 2015

This request complies with the land use plan. Staff recommends for approval.

HURLEY & WHITWELL, PLLC

RUBY E. HURLEY (1931-1986)
STEPHEN E. WHITWELL

ATTORNEYS AT LAW

LEGAL ASSISTANTS
Elizabeth A. Hodges

2900 PERCY MACHIN DRIVE
NORTH LITTLE ROCK, ARKANSAS 72114
TELEPHONE 501-801-1111
FAX 501-801-8888

AS DICTATED BY STEPEHN E. WHITWELL

October 29, 2015

VIA: Hand Delivery

City of Sherwood
Attn: Planning Staff
Engineering and Sewer Permits and Planning Dept.
2199 East Kiehl Avenue
Sherwood, AR 72120

10-29-15 P03:30 IN

RE: Request for Rezoning
Rylwell, LLC
W Rylwell, LLC
Location: Lot 1, Block 1, Sylvan Hills Addition in Pulaski County, Arkansas, now in the City of Sherwood. Present Zoning R-1, Requested Zoning C-3

Dear Staff:

On behalf of Rylwell, LLC, I am submitting the following as an application for rezoning of the above captioned property from its current zoning of R-1 to a requested zoning of C-3. Please be advised that Rylwell, LLC, also owns Lot 2, which adjoins the subject property on the North side and which has previously been rezoned on behalf of Rylwell, LLC, by the City of Sherwood to C-3 zoning.

Enclosed herewith please find a check payable to the City of Sherwood in the sum of $150.00 for the requested rezoning procedure.

The street address for the property to be rezoned is 10209 Highway 107, Sherwood, Arkansas, 72120. The owner of the property is Rylwell, LLC, which is evidenced by a Trustee's Deed from the prior owner which has been recorded with the Pulaski County Circuit Clerk's Office as instrument number 2015065210, recorded on October the 15, 2015. A copy of the Trustee's Deed is marked Exhibit "A" and is enclosed herewith.

Marked Exhibit "B" enclosed herewith is a copy of the Bagley map identifying Lot 1, highlighted in yellow, which is in a platted subdivision. Additionally please find identified as Exhibit "C" a copy of the map from the Assessor's records showing Lot 1, Block 1, Sylvan Hills Subdivision, which is highlighted in green, identifying the subject property for which rezoning is requested. On this map the area identified and highlighted in yellow is the additional property owned by Rylwell, LLC, which has previously been rezoned to C-3.

Enclosed herewith as Exhibit "D" is a map from the Pulaski County Assessor's office showing the location of the residence and the out building on the subject property in the blue highlighted area.

Additionally, marked as Exhibit "E" and enclosed herewith is a copy of a survey from Marlar Engineering Company, Inc. showing the portion of the property specifically which has been granted as a 10 foot strip of water line easement to the North Little Rock Water Department.

We have engaged the service of Standard Abstract and Title Company to undergo an investigation as to all property owners within 300 feet of the property that we request be rezoned. Once a confirmation of hearing date has been provided, Standard Abstract will send those letters with proof of notification indicating the request for rezoning and the hearing date. Proof of said notification will be provided at least 5 days before the hearing date. Attached as Exhibit "F" is Standard Abstract & Title Company's list of property owners within 300 feet of the subject property.

Additionally, with this letter $30 cash is being submitted to the Planning Department for deposit, for a sign to be placed on the property that we request be rezoned.

The current use of the property is as a rental residence.

Thank you for your assistance in this matter.

Very truly yours,

Stephen E. Whitwell
Attorney

SEW:klr

Enclosures:
Exhibit A - Proof of Ownership
Exhibit B - Bagley Map
Exhibit C - Map from the Assessor
Exhibit D - Map to Scale
Exhibit E - Marlar Engineering survey
Exhibit F - Standard Abstract & Title Company sourced list of property owners
Check for $150

2015065210

PRESENTED 10-16-2015 03:18:25 PM RECORDED 10-19-2015 12:36:17 PM

In Official Records of Larry Crane Circuit/County Clerk

PULASKI CO. AR FEE $25.00

PULASKI COUNTY TITLE

12921 Cantrell Road, Suite 401
Little Rock, AR 72223

Form approved for the benefit of Pulaski County Title by:
Cada L. Cox,
Cox, Sterling and McClure, PLLC
8712 Counts Massie Road
North Little Rock, AR72113

TRUSTEE'S DEED

KNOW ALL BY THESE PRESENTS:

I/WE, PATRICIA M. "PATTY" BURGE, AS TRUSTEE(S) OF THE JAMES LLOYD BURGE REVOCABLE TRUST DATED 15th day of July, 2013, hereafter called Grantor(s), in consideration of the sum of One Hundred Dollars ($100.00) and other valuable consideration, receipt of which is hereby acknowledged from **RYLWELL, LLC,** hereafter called Grantee(s), do hereby grant, bargain, sell and convey unto the said Grantees, and unto his/her/their/its heirs, successors and/or assigns forever, the following described property situated in **PULASKI** County, Arkansas, to-wit:

LOT 1, BLOCK 1, SYLVAN HILLS ADDITION IN PULASKI COUNTY, ARKANSAS, NOW IN THE CITY OF SHERWOOD, ARKANSAS, LESS AND EXCEPT THAT PART DEEDED TO THE ARKANSAS STATE HIGHWAY COMMISSION IN WARRANTY DEED RECORDED AS DOCUMENT NO. 99 29568 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31; THENCE SOUTH 88 DEGREES 30 MINUTES 21 SECONDS EAST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 508.83 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 107, THENCE NORTH 41 DEGREES 12 MINUTES 56 SECONDS EAST ALONG SAID EXISTING RIGHT OF WAY LINE A DISTANCE OF 62.98 FEET TO A POINT ON THE SOUTH LINE OF LOT 1, BLOCK 1, SYLVAN HILLS ADDITION FOR THE POINT OF BEGINNING; THENCE NORTH 48 DEGREES 54 MINUTES 09 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 10.00 FEET TO A POINT ON THE PROPOSED WESTERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY 107; THENCE NORTH 41 DEGREES 12 MINUTES 56 SECONDS EAST ALONG SAID PROPOSED RIGHT OF WAY LINE A DISTANCE OF 100.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1, BLOCK 1, SYLVAN HILLS ADDITION; THENCE SOUTH 48 DEGREES 52 MINUTES 33 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE 10.00 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY 107; THENCE SOUTH 41 DEGREES 12 MINUTES 56 SECONDS WEST ALONG SAID EXISTING RIGHT OF WAY LINE A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

All of the above described real property is transferred subject to covenants, conditions, easements, exceptions, reservations, restrictions, rights and rights-of-way of record.

TO HAVE AND TO HOLD the same unto the said Grantee(s), and unto his/her/their/its heirs, successors and/or assigns forever, together with all improvements, appurtenances, and hereditaments thereunto belonging, or in any wise appertaining.

And I/WE, PATRICIA M. "PATTY" BURGE, AS TRUSTEE(S) OF THE JAMES LLOYD BURGE REVOCABLE TRUST DATED 15th day of July, 2013, hereby covenant with Grantee(s) that I/We will forever warrant and defend the title to said lands against all lawful claims whatever.

IN WITNESS WHEREOF, the said PATRICIA M. "PATTY" BURGE, AS TRUSTEE(S) OF THE JAMES LLOYD BURGE REVOCABLE TRUST DATED 15th day of July, 2013, has caused these presents to be signed and sealed on this 13th day of October, 2015.

THE JAMES LLOYD BURGE REVOCABLE TRUST

Patricia M Burge

BY: PATRICIA M. "PATTY" BURGE

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF PULASKI

On this 13th day of October, 2015, before me, BILLY ROEHRENBECK, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named PATRICIA M. "PATTY" BURGE, (being the person or persons authorized by said Trust to execute such instrument, stating their respective capacities in that behalf), to me personally well known (or satisfactorily proven to be such person), who stated that [he, she, or they] was [were] the TRUSTEE(S) OF THE JAMES LLOYD BURGE REVOCABLE TRUST DATED 15th day of July, 2013, and was [were] duly authorized in [his, her, or their] respective capacity [capacities] to execute the foregoing instrument(s) for and in the name and behalf of said Trust, and further stated and acknowledged that [he, she, or they] had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 13th day of October, 2015.

BILLY ROEHRENBECK COMM EXP. 1-2-2027 No. 12402626 PULASKI COUNTY NOTARY PUBLIC - ARKANSAS

NOTARY PUBLIC
State of Arkansas
County of PULASKI
My commission expires: 01/02/25

PCT File No. 15-0018892

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument. (If none shown, exempt or no consideration paid)

Grantee or Agent:

Grantee Address: RYLWELL, LLC
10209 HIGHWAY 107
SHERWOOD, AR 72120

STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Real Estate Transfer Tax Stamp

Proof of Tax Paid

File Number: 15-0018892

Grantee:	RYLWELL, LLC
Mailing Address:	10209 HIGHWAY 107 SHERWOOD AR 721200000
Grantor:	JAMES L. BURGE REV TRUST
Mailing Address:	2111 HINSON ROAD APT. 9 LITTLE ROCK AR 722120000
Property Purchase Price:	$75,000.00
Tax Amount:	$247.50
County:	PULASKI
Date Issued:	10/15/2015
Stamp ID:	290021376

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): RYLWELL, LLC

Grantee or (Agent) Name (signature): [signature] Date: 10/15/2015

Address: 10209 HIGHWAY 107

City/State/Zip: SHERWOOD, AR 72120

EXHIBIT A
PAGE 3 OF 3

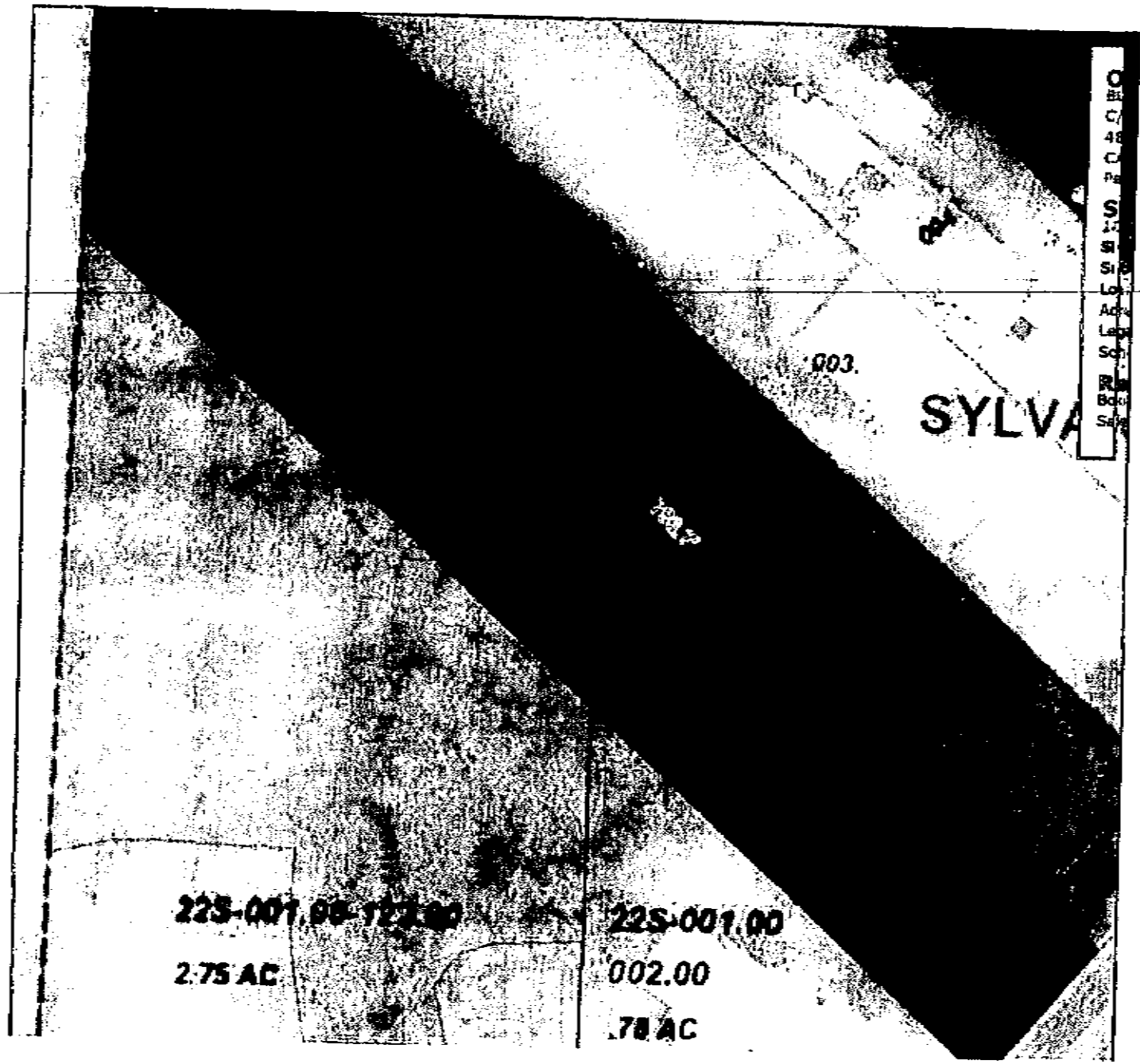


EXHIBIT D

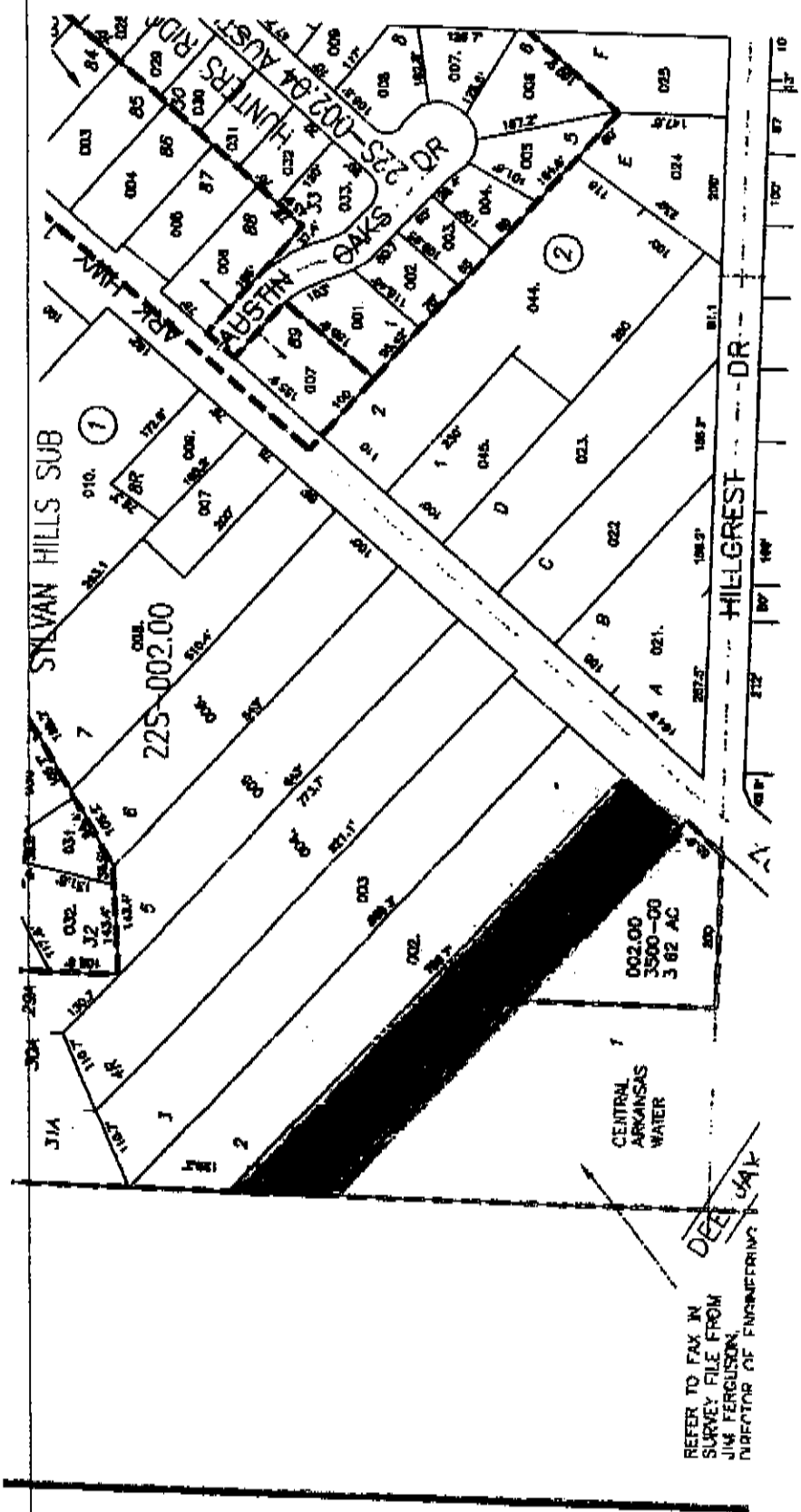

SYLVAN HILLS SUB
22S-002.00
AUSTIN OAKS DR
HUNTERS RIDGE
HILLGREST DR
CENTRAL ARKANSAS WATER
002.00
3500-00
3.62 AC
REFER TO FAX IN SURVEY FILE FROM JIM FERGUSON, DIRECTOR OF ENGINEERING

EXHIBIT C

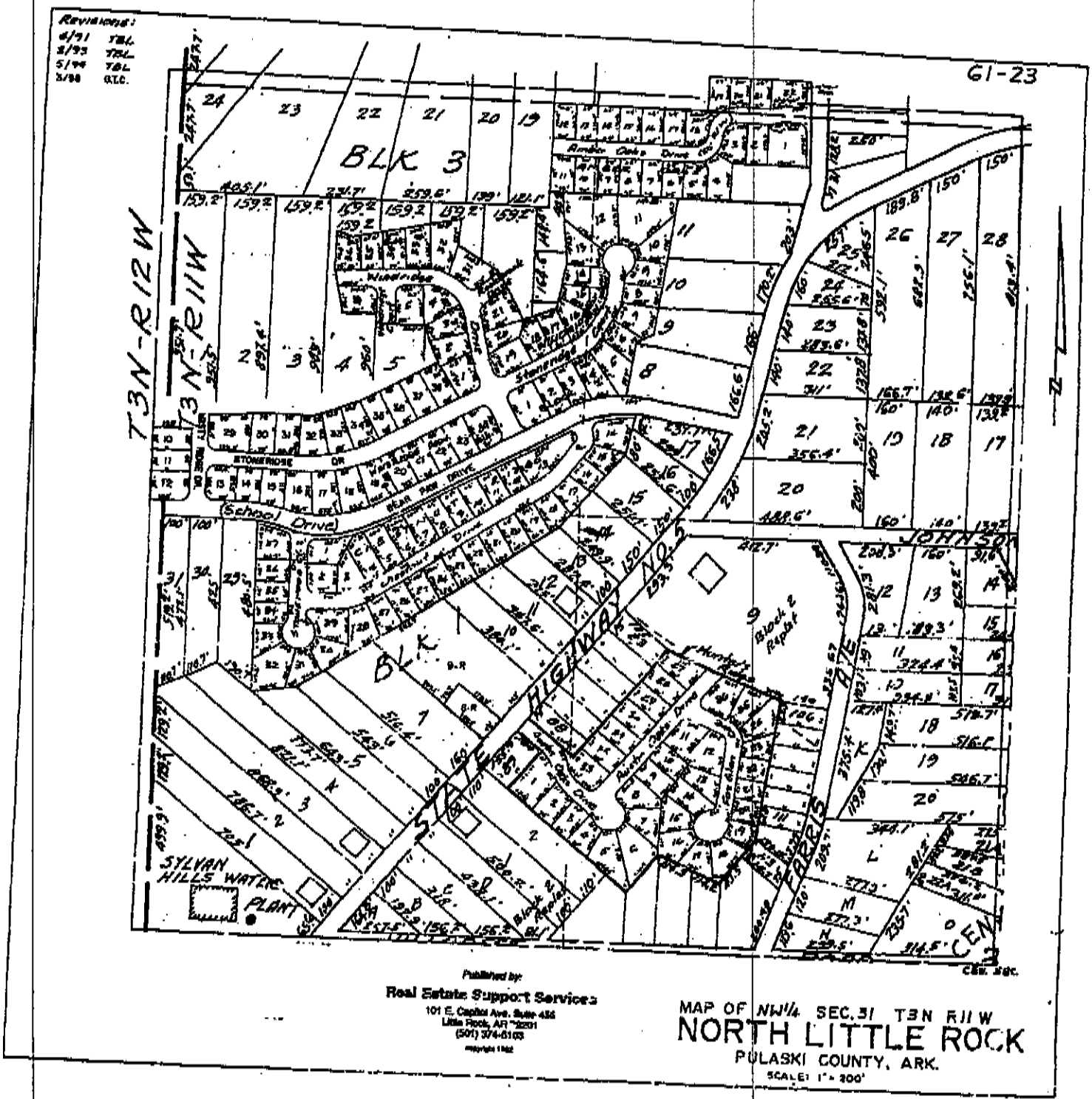
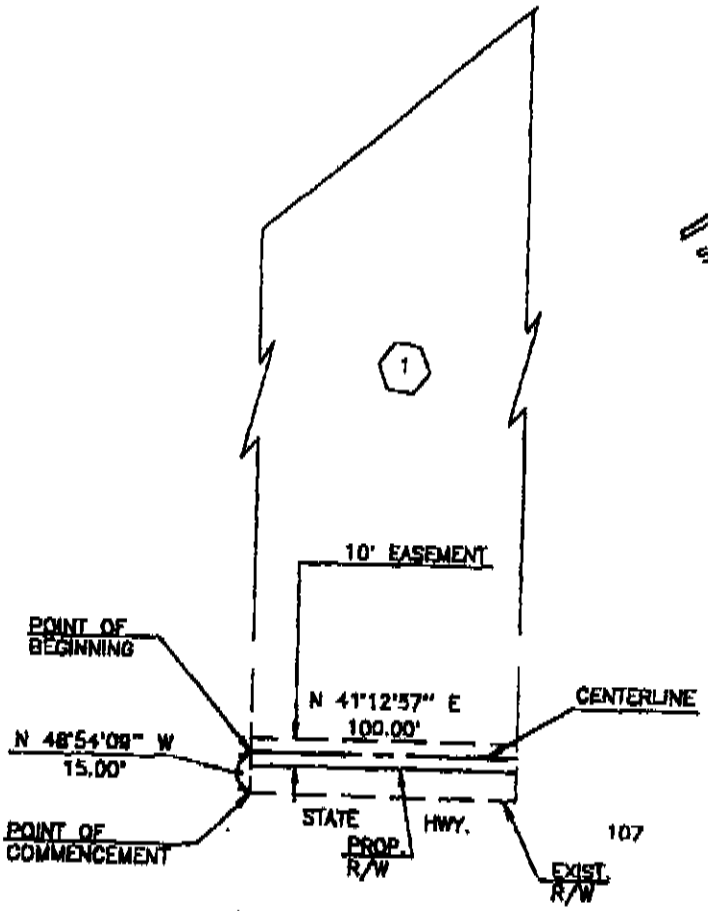

Revisions:
4/91 TBL
3/93 TBL
5/94 TBL
3/98 G.T.C.
61-23
BLK 3
BLK 1
T3N-R12W
T3N-R11W
STONERIDGE DR
(School Drive)
BEAR PAW DRIVE
STATE HIGHWAY NO. 5
JOHNSON
FARRIS AVE
SYLVAN HILLS WATER PLANT
Block 2 Replat
Published by:
Real Estate Support Services
101 E. Capitol Ave. Suite 455
Little Rock, AR 72201
(501) 374-6103
MAP OF NW1/4 SEC. 31 T3N R11W
NORTH LITTLE ROCK
PULASKI COUNTY, ARK.
SCALE: 1" = 200'

EXHIBIT B

MARLAR ENGINEERING CO., INC.
Consulting Civil Engineers & Land Surveyors
8318 JOHN F. KENNEDY BOULEVARD
PHONE (501)753-1867
FAX (501)753-1883
NORTH LITTLE ROCK, ARKANSAS 72116

Rec# 2006071270



10 foot waterline Easement

Owner of Record: James L. & Martha E. Burge, H/W

Date: Dec., 1998

Legal Description

A 10 foot strip of waterline easement situated in a portion of lot 1, Block 1, Sylvan Hill Addition, City of Sherwood, Pulaski County, Arkansas, said 10 foot easement lies 5 feet on each side of a centerline more particularly described as follows:

Commencing at the southeast corner of said lot 1; thence N48°54'09"W along the existing south line of said lot 1 for a distance of 15.00 feet to the Point of Beginning of said 10 foot easement centerline; thence N41°12'57"E along said centerline for a distance of 100.00 feet to the Point of Termination of said centerline on the north line of said lot 1, said centerline also lying 5 feet west of and parallel with the proposed west right-of-way line of State Highway 107, sideline of said easement to be lengthened or shortened to terminate on the north and south lines of said lot 1,easement containing 0.023 acre, more or less.

TR-32

EXHIBIT E

STANDARD ABSTRACT & TITLE COMPANY, INC.
3420 Old Cantrell Road (P.O. Box 7411)
Little Rock, AR 72202 (72217)
Phone: (501) 664-1300
Fax: (501) 604-2619

TO WHOM IT MAY CONCERN:

The following is a list of apparent owners of property lying within 300 feet of the following described lands:

Lot 1, Block 1, Sylvan Hills Addition, now in the City of Sherwood, Pulaski County, Arkansas; LESS AND EXCEPT that part Deeded to the Arkansas State Highway Commission, in Warranty Deed, dated February 25, 1999, filed April 15, 1999, and recorded as Instrument No. 99029568, records of Pulaski County, Arkansas.

1. Part of the SE1/4 of the NE1/4 of Section 36, Township 3 North, Range 12 West, now in the City of Sherwood, Pulaski County, Arkansas, more particularly described as follows: Beginning at a point 11.7 feet North of the Southeast corner of the NE1/4 of said Section 36, which point of beginning is at the intersection of the East line of said Section 36 and the North right-of-way line of Forest Ridge Road; thence North along the East line of said Section 36 a distance of 1265.6 feet to the South right-of-way line of Forest Ridge Road; thence South 89 degrees 49 minutes West along the South right-of-way line of Forest Ridge Road 173.4 feet; thence North 86 degrees 53 minutes West along the South right-of-way line of Forest Ridge Road 496.4 feet; thence South 00 degrees 04 minutes East 1235.8 feet to the North right-of-way line of Forest Ridge Road; thence Easterly along the North right-of-way line of Forest Ridge Road 672.5 feet to the point of beginning; **AND** Lot 1, Block 9, Sylvan Hills Addition, now in the City of Sherwood, Pulaski County, Arkansas; LESS AND EXCEPT that part thereof taken by the Arkansas State Highway Commission in Circuit Court Case No. 99-3053, in Consent Judgment, filed November 2, 2001, and filed as 5-01-1258, records of Pulaski County, Arkansas. (OWNER – Pulaski County Special School District, 401 Forrest Ridge Road, Sherwood, AR 72120)

2. Part of Lot 1, Block 10, Sylvan Hills Addition, now in the City of Sherwood, Pulaski County, Arkansas; LESS AND EXCEPT that part thereof conveyed to the Arkansas State Highway Commission by Warranty Deed dated May 11, 1999, filed June 8, 1999, and recorded as Instrument No. 99046511, records of Pulaski County, Arkansas. (OWNER – Rickmac, LLC, P.O. Box 23670, Little Rock, AR 72221)

3. The West 212 feet of the East 262 feet of Lot 1, Block 10, Sylvan Hills Addition, now in the City of Sherwood, Pulaski County, Arkansas. (OWNER – Conner Properties Limited Partnership and James Boliver Conner, as Trustee of the James Boliver Conner

Exempt Marital Trust created under the Ybeltje P. Conner Revocable Trust, 17 Sunset Drive, Little Rock, AR 72207)

4. The East 50 feet of Lot 1 and Lots 5 and 6, Block 10, Sylvan Hills Addition, now in the City of Sherwood, Pulaski County, Arkansas. (OWNER – Southwestern Bell Telephone Company, 1111 West Capitol Avenue – Room 1005, Little Rock, AR 72203)

5. That unplatted part of the SW1/4 of the NW1/4 of Section 31, Township 3 North, Range 11 West lying West of the pavement and South of Block 1, Sylvan Hills Addition, now in the City of Sherwood, Pulaski County, Arkansas; LESS AND EXCEPT the East 200 feet thereof conveyed to Little Rock-North Heights Water District No. 18 in Warranty Deed filed December 28, 1925, and recorded in Deed Book 183, Page 79, records of Pulaski County, Arkansas. (OWNER – Sherwood Land Company, Inc., fka Metropolitan Land Company fka Metropolitan Trust Company, 5317 John F. Kennedy Boulevard, North Little Rock, AR 72116)

6. The East 200 feet of all that Part of the SW1/4 NW1/4 of Section 31, Township 3 North, Range 11 West, lying West of pavement and South of Block 1, Sylvan Hills Addition, now in the City of Sherwood, Pulaski County, Arkansas; LESS AND EXCEPT that part thereof Deeded to Arkansas State Highway Commission in Warranty Deed filed April 15, 1999, and recorded as Instrument No. 99029567, records of Pulaski County, Arkansas. (OWNER - Little Rock North Heights Water District No. 18, c/o North Little Rock Water Department, 201 South Broadway – Suite 210, Little Rock, AR 72201)

7. Lots "A" and "B", Block 2, Sylvan Hills Addition, now in the City of Sherwood, Pulaski County, Arkansas; LESS AND EXCEPT that part thereof taken by the Arkansas State Highway Commission in Circuit Court Case No. 99-3491, filed October 2, 2002, Book 6-02-1156, records of Pulaski County, Arkansas. (OWNER – Dung Nguyen and Ngoc Dung Ho, his wife, 10214 Highway 107, Sherwood, AR 72120)

8. Lot "C", Block 2, Sylvan Hills Addition, now in the City of Sherwood, Pulaski County, Arkansas; LESS AND EXCEPT that part thereof taken by the Arkansas State Highway Commission in Circuit Court Case No. 99-3049, by Consent Judgment filed July 2, 2012, records of Pulaski County, Arkansas. (OWNER – Thomas E. Reline and Katherine E. Reline, 10216 Highway 107, Sherwood, AR 72120)

9. Lot "D" and 1, Block 2, Sylvan Hills Addition, now in the City of Sherwood, Pulaski County, Arkansas; LESS AND EXCEPT that part thereof taken by the Arkansas State Highway Commission in Circuit Court Case No. 99-1859, by Order filed May 23, 2000, in Book 3-00-828, records of Pulaski County, Arkansas. (OWNER – Dolly Family Limited Partnership, 2308 East Kiehl Avenue, Sherwood, AR 72120)

10. Lots 29-A, 30-A and 31-A, Block 1, Sylvan Hills Addition, now in the City of Sherwood, Pulaski County, Arkansas. (OWNER – Northside Presbyterian Church, c/o Trinity Fellowship Church, 398 Bear Paw Road, Sherwood, AR 72120)

11. Lot 5, Block 1, Sylvan Hills Addition, now in the City of Sherwood, Pulaski County, Arkansas; LESS AND EXCEPT that part thereof taken by Arkansas State Highway Commission in Circuit Court Case No. 99-3222, by Amended Consent Order filed February 9, 2002, Book 7-02-552, records of Pulaski County, Arkansas. (OWNER – Jerry A. Hamot and Linda K. Frazier 204 Indianhead Drive, Sherwood, AR 72120)

12. Lot 4R, being a replat of Lots 3 and 4, Block 1, Sylvan Hills Addition, now in the City of Sherwood, Pulaski County, Arkansas; LESS AND EXCEPT that part thereof taken by Arkansas State Highway Commission in Circuit Court Case No. 99-3050, by Consent Judgment filed November 2, 2002, Book 7-01-1258, records of Pulaski County, Arkansas. (OWNER – Arthur Ward Ministries, c/o Rock City Harvest Church, P.O. Box 6497, Sherwood, AR 72120)

13. Lot 2, Block 1, Sylvan Hills Addition, now in the City of Sherwood, Pulaski County, Arkansas; LESS AND EXCEPT that part thereof taken by Order of Possession filed April 29, 1999, Book 2-99-547, records of Pulaski County, Arkansas. (OWNER – Rylwell, LLC, 2900 Percy Machin Drive, North Little Rock, AR 72114)

14. Lot 32, Chestnut Ridge, an Addition to the City of Sherwood, Pulaski County, Arkansas. (OWNER – Heath T. Warbritton and Richard T. Warbritton, 2209 Stonewood Court, Sherwood, AR 72120)

This is not to be construed as a Title Certificate, Title Opinion or Title Insurance. Our liability is specifically limited to the amount paid for this service.

NOTE: We cannot certify as to the accuracy of the mailing addresses because they were taken from the Tax Records of the Pulaski County Assessor's Office.

CERTIFIED this 16th day of October, 2015 at 9:30 A.M.

STANDARD ABSTRACT AND TITLE COMPANY, INC.

By Amanda E. Humphrey

Amanda E. "Liz" Humphrey
Vice President

s/aeh

SS-TB108

ORDINANCE NO. _____

AN ORDINANCE SETTING A FEE FOR WEEKLY RESIDENTIAL GARBAGE COLLECTION; REPEALING ORDINANCE NO. 1626; AND FOR OTHER PURPOSES;

WHEREAS, the City Council of the City of Sherwood has determined that the actual cost incurred for weekly residential garbage collection is approximately $5 per household more than the amount currently being collected; and

WHEREAS, the City Council believes it is in the best interest of the citizens of the City of Sherwood to adopt a rate increase to make up the difference between the amount collected for weekly residential garbage collection and the actual cost incurred.

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

Section 1: Effective January 1, 2016, the fee for weekly residential garbage collection in the City of Sherwood shall be increased from $12.00 per month to $17.00 per month. This fee does not include the fee collected for bi-weekly recycling.

Section 2: Ordinance 1626 and all other ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

Section 3: The provisions of this ordinance are hereby declared to be severable, and if any provision hereof shall for any reason be held to be illegal or invalid, such holding shall not affect the validity of the remainder of this ordinance.

ADOPTED on this ___ day of **December 2015.**

_____
Virginia R. Young, Mayor

ATTEST:

_____
Angela Nicholson, City Clerk

APPROVED AS TO FORM:

_____
Stephen Cobb, City Attorney

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ADOPTION OF A GENERAL FUND DEPARTMENT BUDGET FOR THE CITY OF SHERWOOD, ARKANSAS, FOR THE TWELVE MONTH PERIOD BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016; APPROPRIATING MONEY FOR EACH AND EVERY ITEM OF EXPENDITURE THEREIN PROVIDED FOR; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Section 2 of Act No. 1959 provides that the City Council shall adopt an annual General Fund Budget for the operating of the City for the calendar year; and

WHEREAS, it is the opinion of the City Council that the schedules and exhibits of the final information prepared, as well as the expenditures for the calendar year, appear to be accurate as possible for budgetary purposes;

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

Section 1. This ordinance shall be known as the General Fund Budget Ordinance for the City of Sherwood, Arkansas, for the twelve (12) month period beginning January 1, 2016, and ending December 31, 2016, reflecting estimated revenues and expenditures. The revenues therein are estimated to be **$20,472,494.00** and the expenditures therein are estimated to be **$20,472,494.00** and are subject to change, and all appropriations are calculated on said available revenues, a summary of which is attached and made a part of this ordinance.

Section 2. The respective amounts of funds for each and every item or class therein proposed for 2016 are hereby approved by the City Council of Sherwood, Arkansas, and are hereby authorized and appropriated for the purposes therein set forth for the calendar year ending December 31, 2016.

Section 3. The appropriation made herein includes additional pay for the holidays for all agents, servants and employees of the City of Sherwood, Arkansas, including but not limited to uniform employees, as provided for by the laws of the State of Arkansas. Twelve (12) holidays are included in the pay of the sworn police officers of the Police Department.

Section 4. The appropriation was prepared by reason of the fact that the City of Sherwood adopts an annual General Fund Budget beginning January 1, and ending December 31, of each year in order to operate the City Government.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. If any part or parts of this ordinance are declared void or unconstitutional for any reason, it shall not affect the remaining parts of this ordinance.

Section 7. Now, therefore, an emergency is hereby declared to exist; and this ordinance, being necessary for the preservation of public peace, health, and safety, shall take effect and be in force immediately upon its passage and approval.

ADOPTED on this ___ day of _____ 2015.

_____
Virginia R. Young, Mayor

ATTEST:

_____
Angela Nicholson, City Clerk

APPROVED AS TO FORM:

_____
Stephen Cobb, City Attorney

	A	B	C	D	E	F
1			CITY OF SHERWOOD, ARKANSAS			
2			GENERAL FUND			
3			2016 ESTIMATED REVENUE WORKSHEET			
4						
5			ACTUAL	ESTIMATED	BUDGET	ESTIMATED
6	REVENUE		2014	2015	2015	2016
7	50300	PROPERTY MAINT. INCOME	18,467	8,000	16,500	8,000
8	50302	STATE GENERAL TURNBACK	429,063	436,000	437,400	440,000
9	50303	WORKERS COMP TURNBACK	55,225	55,100	56,000	56,000
10	51300	FEMA REIMBURSEMENT	41,107	-	-	-
11	51302	CITY SALES TAX	4,792,771	4,925,000	4,800,000	4,900,000
12	51303	ROUNDTOP GRANT REIMB	50,000	-	-	-
13	51304	FRANCHISE FUND TRANSFER	1,548,096	1,550,000	1,700,000	1,700,000
14	51305	COUNTY WIDE SALES TAX	6,049,753	6,200,000	6,000,000	6,200,000
15	51307	A & P TAX	360,000	360,000	360,000	360,000
16	51308	SENIOR CITIZENS DEPT.	7,419	5,500	6,500	6,500
17	51309	ADMIN OTHER INCOME	11,989	3,000	11,000	5,000
18	51310	INSURANCE CLAIMS	6,137	-	-	-
19	51311	POLICE DEPT OTHER	47,251	32,000	42,000	42,000
20	51315	SANITATION FEES	218	500	-	-
21	52307	RECYCLING	246	200	250	250
22	52308	BUILDING PERMITS	112,890	113,000	116,000	116,000
23	52309	SIGN PERMITS	3,030	4,000	3,000	3,500
24	52310	ANIMAL SERVICES	26,240	22,000	27,500	25,000
25	52311	ELECTRIC LICENSE & PERMITS	43,403	45,000	45,000	45,000
26	52313	INSPECTION FEES	18,931	21,000	19,000	20,000
27	52315	TAX COLL GOLF CART RENTAL	353	900	1,000	1,000
28	52317	LIQUOR LICENSE	93,735	95,000	97,000	97,000
29	52318	PARKS & REC/SPORTS COMPLEX	105,178	95,000	115,000	110,000
30	52320	STREET CUT	6,975	13,000	6,000	6,000
31	52321	PARKS & REC FEES	45,948	65,000	60,000	65,000
32	52322	ACT 474 OF 1999	-	600	-	-
33	52323	PLAN COMM REZONING FEES	1,837	3,500	2,000	2,500
34	52324	PRIVILEGE LICENSES	233,032	250,000	250,000	250,000
35	52325	FIELD RENTAL	-	-	-	3,500
36	52330	CHILD CARE	216,288	215,000	235,000	225,000
37	52331	B HARMON REC CTR	265,458	300,000	300,000	300,000
38	52332	GOLF FEE DED EMPL	1,980	2,000	2,000	2,000
39	52333	911-CMRS BOARD	269,447	126,000	140,000	140,000
40	53315	INTEREST RECEIVED	16,817	17,000	16,000	16,000
41	53323	COPIES	135	900	100	100
42	53326	SHERWOOD FOREST	77,402	84,000	90,000	90,000
43	53327	TELECORP TOWER	30,077	32,800	32,500	32,500
44	53328	ENVIRONMENTAL SANT FEES	1,976,432	2,000,000	1,975,000	2,000,000
45	53330	SALE OF FIXED ASSETS	14,712	28,000	17,000	17,000

	A	B	C	D	E	F
46						
47			CITY OF SHERWOOD, ARKANSAS			
48			GENERAL FUND			
49			2016 ESTIMATED REVENUE WORKSHEET			
50						
51			ACTUAL	ESTIMATED	BUDGET	ESTIMATED
52	REVENUE		2014	2015	2015	2016
53	53331	911 SYSTEM TAX	835	2,000	1,000	1,000
54	53332	LAND LEASE	9,000	9,000	9,000	9,000
55	53334	DONATIONS-COPPS	-	-	-	-
56	53336	YOUTH COUNCIL	-	-	1,500	1,500
57	53370	CITY ADMIN JUSTICE FUND	232,916	233,000	232,500	232,500
58	53372	VENDING & PAY PHONE	-	-	-	-
59	53400	N HILLS PARK RENTAL	58,854	46,000	60,000	60,000
60	53401	GOLF COURSE FEES/MBRSHIP	368,991	380,000	425,000	400,000
61	53402	NLR REVENUE SHARE	443,139	470,000	470,000	470,000
62	53403	GREENS RESTAURANT RENTAL	18,055	22,000	13,000	13,644
63	55600	NONSUPPORT & SM CLMS	2,308	-	-	-
64	55305	CT-FINES & FORFEITURES	1,940,334	1,900,000	2,080,000	2,000,000
65						
66		AVAILABLE RESERVES USED			13,144	-
67						
68		**TOTAL ESTIMATED REVENUE**	**20,052,474**	**20,171,000**	**20,283,894**	**20,472,494**
69						
70	59000	AVAILABLE FUNDS RESERVE			800,469	
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	A	B	C	D	E	F
91						
92			CITY OF SHERWOOD, ARKANSAS			
93			GENERAL FUND			
94			2016 ESTIMATED DISBURSEMENTS WORKSHEET			
95						
96		ADMINISTRATIVE	ACTUAL	ESTIMATED	BUDGET	ESTIMATED
97	4		2014	2015	2015	2016
98						
99	70100	MAYOR-SALARY	87,419	88,905	88,905	91,572
100	70105	CITY CLERK-SALARY	64,366	65,460	65,460	67,424
101	70110	ALDERMAN-SALARIES	60,266	56,776	56,776	58,478
102	70115	CITY ATTY-SALARY	68,752	69,921	69,921	72,018
103	70120	CLERKS SALARIES	201,690	210,000	205,400	210,598
104	70150	PAYROLL TAXES	40,981	41,500	41,500	42,745
105	70155	CONTRACT LABOR	23,974	28,000	28,000	28,000
106	70165	EXPENSE/VEHICLE MAYOR	9,000	9,000	9,000	9,000
107	70170	EXPENSE/VEHICLE-CITY CLERK	4,800	4,800	4,800	4,800
108	70175	EXPENSE-CITY ATTY	6,000	6,000	6,000	6,000
109	70176	EXPENSE ALDERMEN	-	9,600	9,600	9,600
110	70180	RETIREMENT-MAYOR	-	-	-	-
111	70185	RETIREMENT-CITY CLERK	34,235	34,235	34,235	34,235
112	70190	RETIREMENT-CITY ATTY	13,958	7,200	13,958	-
113	70193	RETIREMENT-EMPL DEFINED	-	94,000	94,000	150,000
114	70195	RETIREMENT-EMPLY 457	360,195	256,000	256,000	256,000
115	70196	RETIREMENT-DISTRICT JUDGE	21,495	24,000	24,000	24,000
116	70197	RETIREMENT-DISTR CT CLERK	9,971	9,400	9,400	9,400
117	70200	ADS & PUBLIC NOTICES	35,744	32,000	30,000	30,000
118	70205	PUBLIC RELATIONS	125	1,000	2,000	2,000
119	70210	ELECTION	14,409	-	-	14,000
120	70215	EMERGENCY SERVICES	24,620	-	-	-
121	70220	INSURANCE & BOND	546,561	450,000	450,000	450,000
122	70240	CENTRAL AR TRANSIT	105,663	108,500	108,834	108,834
123	70245	REG DETENTION FACILITY	80,800	133,500	133,409	133,409
124	70300	DUES-OTHER	3,027	3,000	6,000	4,000
125	70305	DUES-METROPLAN	27,161	27,200	27,161	27,161
126	70310	DUES-AR MUNICIPAL LEAGUE	40	-	4,000	1,000
127	70320	MUNICIPAL MEETINGS	5,385	3,000	7,000	5,000
128	70325	PROFESSIONAL FEES	175,182	100,000	100,000	100,000
129	70330	LEGAL DEFENSE FUND	12,000	12,000	12,000	12,000
130	70335	MEDICAL	3,252	1,000	2,000	2,000
131	70360	FIRE PROTECTION	1,118,366	1,137,400	1,137,378	1,171,500
132	70361	FIRE DEPT REIMBURSE	-	-	-	-
133	70365	EDUCATION	9,342	12,000	12,000	12,000
134	70380	GROUP INSURANCE	1,116,992	1,160,000	1,200,000	1,204,050
135	70390	ADMIN MERCHANT BANK FEE	11,162	13,500	13,000	14,000
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138			CITY OF SHERWOOD, ARKANSAS			
139			GENERAL FUND			
140			2016 ESTIMATED DISBURSEMENTS WORKSHEET			
141						
142		ADMINISTRATIVE	ACTUAL	ESTIMATED	BUDGET	ESTIMATED
143	4		2014	2015	2015	2016
144						
145	71000	SUPPLIES & SERVICES	57,735	55,000	55,000	55,000
146	71005	SOFTWARE	681	9,200	1,000	1,000
147	71500	POSTAGE	3,989	4,000	4,000	4,000
148	72000	TELEPHONE	101,299	85,000	95,000	95,000
149	72500	UTILITIES	102,756	101,000	100,000	105,000
150	73000	TRAINING & CONFERENCES	6,761	5,000	5,000	5,000
151	73500	ADMIN AUTO EXPENSE	46	-	-	-
152	74000	VENDING	-	-	-	-
153	75999	ROUNDTOP GRANT REPAIRS	138,596	30,600	-	-
154	78900	BLDG REPAIR & MAINT	1,430	2,000	-	-
155	78901	PROPERTY CONDEMNATION	-	1,000	15,000	5,000
156	78902	PROPERTY MAINT.	9,461	8,000	20,000	10,000
157	78990	REFUNDS	(1,278)	-	-	-
158	78992	ECONOMIC DEVELOPMENT	99,000	100,000	100,000	100,000
159		BUILDING IMPROVEMENTS				30,000
160	79000	CAPITAL DISBURSEMENTS	-	-	-	31,724
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162		**TOTAL**	**4,817,409**	**4,609,697**	**4,656,737**	**4,806,548**
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183			CITY OF SHERWOOD, ARKANSAS			
184			GENERAL FUND			
185			2016 ESTIMATED DISBURSEMENTS WORKSHEET			
186						
187		POLICE DEPARTMENT	ACTUAL	ESTIMATED	BUDGET	ESTIMATED
188	15		2014	2015	2015	2016
189	70100	CHIEF	82,583	78,366	79,697	82,088
190	70105	CAPTAIN	243,880	233,000	203,606	209,714
191	70110	LIEUTENANT	294,159	280,000	279,656	289,940
192	70115	SERGEANTS	505,753	485,000	463,721	463,899
193	70120	CLERICAL	495,885	503,000	512,602	515,722
194	70125	PATROLMEN	2,096,371	2,200,000	2,261,353	2,261,582
195	70130	DETENTION	445,481	440,000	471,430	446,357
196	70150	PAYROLL TAXES	317,580	320,000	396,500	350,000
197	70196	POLICE RETIREMENT	572,588	550,000	550,000	550,000
198	70205	PUBLIC RELATIONS	2,227	3,000	3,000	3,000
199	70232	OVER/SHORT CASHIER	45	-	-	-
200	70300	DUES & SUBSCRIPTIONS	945	1,000	3,000	3,000
201	71000	SUPPLIES	52,602	54,000	75,000	66,400
202	71005	SOFTWARE MAINT. FEE	3,656	-	-	16,080
203	71095	CLOTHING ALLOWANCE	80,403	72,000	130,780	117,000
204	71500	POSTAGE	930	2,000	2,000	2,000
205	72000	TELEPHONE	40,537	40,000	21,000	21,000
206	73000	CONVENTION & TRAVEL	-	500	3,000	-
207	73010	TRAINING	80,919	65,000	76,495	105,495
208	73027	MAINTENANCE CONTRACTS	47,284	60,000	149,880	147,757
209	73500	POLICE CAR EXPENSE	280,778	300,000	300,000	357,000
210	76000	ACIC	14,431	15,000	15,000	18,000
211	76005	INTERNAL AFFAIRS	67	500	2,000	2,000
212	76006	JAIL EXPENSE	2,512	5,000	3,000	4,000
213	76010	COPPS/SRO EXPENSE	7,259	8,500	8,500	5,000
214	76015	911 EXPENSE	-	-	-	5,000
215	76020	CANINE EXPENSE	15,535	15,500	6,950	7,000
216	76025	PHYSICALS & TESTING	16,098	14,000	14,000	14,000
217	76035	CID EXPENSE	24,863	30,000	42,000	42,350
218	76040	EXPLORER POST	1,217	1,000	3,000	3,000
219	76045	SCH RESOURCE OFFICER	629	1,000	-	1,000
220	78940	BICYCLE MAINTENANCE	-	500	-	-
221	78950	RADIO,CAMCORDER, RADAR	6,959	7,000	10,000	10,000
222	78960	BODY ARMOR	9,933	8,000	17,719	17,719
223	78961	RADIO EQUIPMENT	290,499	340,000	291,000	290,000
224		AMMO SUPPLY/TRAINING	-	-	-	-
225	79000	CAPITAL DISBURSEMENTS	326,123	340,000	499,579	487,720
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227		**TOTAL POLICE**	**6,360,731**	**6,472,866**	**6,895,468**	**6,914,823**
228			CITY OF SHERWOOD, ARKANSAS			
229			GENERAL FUND			
230			2016 ESTIMATED DISBURSEMENTS WORKSHEET			
231						
232		HOT CHECKS	ACTUAL	ESTIMATED	BUDGET	ESTIMATED
233	20		2014	2015	2015	2016
234						
235	70100	SALARY-DIRECTOR	47,118	46,000	46,569	47,966
236	70125	SALARIES	159,312	164,000	161,550	165,822
237	70150	PAYROLL TAXES	14,256	15,000	14,400	15,450
238	70155	CONTRACT LABOR	-	-	-	-
239	70300	DUES & SUBSCRIPTIONS	250	300	300	300
240	70327	SERVICE CONTRACTS	1,541	1,500	1,500	1,500
241	71000	SUPPLIES	2,342	2,500	2,500	2,500
242	71500	POSTAGE	1,247	1,400	1,500	1,500
243	73500	TRAVEL & CONVENTIONS	663	700	500	500
244	79000	CAPITAL DISBURSEMENTS	-	-	-	-
245						
246		**TOTAL HOT CHECKS**	**226,729**	**231,400**	**228,819**	**235,538**
247						
248						
249		MUNICIPAL COURT	ACTUAL	ESTIMATED	BUDGET	ESTIMATED
250	26		2014	2015	2015	2016
251						
252	70115	MUNICIPAL JUDGE SALARY	84,443	84,444	85,879	88,455
253	70120	PUBLIC DEF SALARY	23,492	23,493	23,892	24,198
254	70125	COURT CLERKS SALARY	519,798	525,000	532,129	527,630
255	70150	PAYROLL TAXES	48,065	49,000	50,215	50,470
256	70155	CONTRACT LABOR	-	-	-	-
257	70300	DUES & SUBSCRIPTIONS	815	1,000	1,200	1,200
258	70327	MAINT CONTRACTS	1,362	1,500	1,500	1,500
259	70390	BOND & FINE BNK CARD EXP	3,351	4,000	3,500	4,000
260	71000	SUPPLIES	9,870	12,000	10,000	12,000
261	71500	POSTAGE	3,296	4,000	3,500	4,000
262	73500	TRAVEL & CONVENTIONS	1,145	500	500	2,500
263	79000	CAPITAL DISBURSEMENTS	-	-	-	-
264						
265		**TOTAL COURT**	**695,637**	**704,937**	**712,315**	**715,953**
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273			CITY OF SHERWOOD, ARKANSAS			
274			GENERAL FUND			
275			2016 ESTIMATED DISBURSEMENTS WORKSHEET			
276						
277		ENGINEERING & PLANNING	ACTUAL	ESTIMATED	BUDGET	ESTIMATED
278	30		2014	2015	2015	2016
279						
280	70100	SALARY-DIRECTOR	80,686	82,058	82,058	84,519
281		CITY PLANNER	-	-	-	54,000
282	70125	SALARIES	307,023	350,000	339,345	354,372
283	70150	PAYROLL TAXES	29,547	34,000	31,754	41,520
284	70155	CONTRACT LABOR	-	-	-	-
285	70300	DUES & SUBSCRIPTIONS	695	12,250	12,250	12,500
286	70325	PROFESSIONAL FEES	61,550	10,000	35,000	10,000
287	70365	PUBLIC EDUCATION	-	-	500	500
288	71000	SUPPLIES	10,455	12,000	10,000	11,000
289	71095	UNIFORMS	2,478	2,200	1,800	2,500
290	71500	POSTAGE	4,980	6,000	4,000	5,000
291	73000	CONFERENCES & TRAINING	2,088	2,000	1,250	2,000
292	73005	TRAVEL	-	500	500	500
293	73015	MANUALS & BOOKS	1,562	500	2,000	2,000
294	73500	VEHICLE EXPENSE	11,372	10,000	12,000	10,000
295	78990	REFUNDS	-	-	-	-
296	79000	CAPITAL DISBURSEMENTS	27,093	21,000	18,000	-
297						
298		**TOTAL ENGINEERING/PLAN**	**539,529**	**542,508**	**550,457**	**590,411**
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319			CITY OF SHERWOOD, ARKANSAS			
320			GENERAL FUND			
321			2016 ESTIMATED DISBURSEMENTS WORKSHEET			
322						
323		HUMAN RESOURCES	ACTUAL	ESTIMATED	BUDGET	ESTIMATED
324	36		2014	2015	2015	2016
325						
326	70100	SALARY-DIRECTOR	59,283	57,000	61,020	62,851
327	70125	SALARIES	28,461	33,000	29,002	30,465
328	70150	PAYROLL TAXES	7,085	7,400	8,852	7,622
329	70155	CONTRACT LABOR	-	-	-	-
330	70300	DUES & SUBSCRIPTIONS	185	400	500	1,000
331	71000	SUPPLIES	9,614	7,500	10,000	10,000
332	71005	SOFTWARE COST	-	-	1,500	1,500
333	71500	POSTAGE	754	800	800	800
334	72025	COMMUNICATIONS	-	2,000	5,000	3,000
335	73000	CONFERENCE & TRAINING	1,614	1,500	1,500	2,000
336	73010	TRAINING & MATERIALS	2,179	500	1,000	1,000
337	73500	VEHICLE/TRAVEL EXPENSE	164	-	-	-
338	78910	BACKGROUND CHECKS	2,622	3,000	3,000	4,000
339	79000	CAPITAL DISBURSEMENTS	-	-	-	-
340						
341		**TOTAL HUMAN RESOURCES**	**111,961**	**113,100**	**122,174**	**124,238**
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364			CITY OF SHERWOOD, ARKANSAS			
365			GENERAL FUND			
366			2016 ESTIMATED DISBURSEMENTS WORKSHEET			
367						
368		COMPUTER SERVICES	ACTUAL	ESTIMATED	BUDGET	ESTIMATED
369	40		2014	2015	2015	2016
370						
371	70100	SALARY-DIRECTOR	81,293	82,675	82,675	85,154
372	70125	SALARIES	163,717	164,000	164,724	167,686
373	70150	PAYROLL TAXES	19,663	21,000	20,000	21,630
374	70155	CONTRACT LABOR	336	-	-	-
375	70300	DUES & SUBSCRIPTIONS	200	200	250	250
376	71000	OFFICE SUPPLIES	902	300	600	600
377	71005	SOFTWARE	9,614	5,000	7,000	7,000
378	71015	RIBBONS, TONER, DISKS	1,693	600	1,300	1,000
379	71045	COMPUTER FORMS/PAPER	22	100	100	100
380	71500	POSTAGE	17	-	25	25
381	72025	COMMUNICATIONS	3	-	25	25
382	72030	INTERNET ACCESS	227	200	500	-
383	72035	CABLING/ACCESS	1,525	1,400	1,400	1,900
384	73000	EDUCATION	1,050	1,000	7,000	6,000
385	73027	MAINTENANCE AGREEMENTS	1,271	1,000	1,000	3,750
386	73028	SOFTWARE AGREEEMENTS	4,767	2,000	5,000	5,000
387	73500	VEHICLE EXPENSE	50	200	200	200
388	75000	COMPUTER UPGRADES	18,776	19,000	19,000	19,000
389	75005	METERS, GAGES, TOOLS	601	400	600	600
390	78995	REPAIRS	1,864	500	1,800	1,800
391	78997	TRAVEL	1,328	1,400	1,500	1,500
392	78998	BATTERIES & UPS	6,242	2,000	5,500	5,500
393	79000	CAPITAL DISBURSEMENTS	5,457	6,000	8,000	8,000
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395		**TOTAL COMPUTER SERVICES**	**320,618**	**308,975**	**328,199**	**336,720**
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409			CITY OF SHERWOOD, ARKANSAS			
410			GENERAL FUND			
411			2016 ESTIMATED DISBURSEMENTS WORKSHEET			
412						
413		SANITATION	ACTUAL	ESTIMATED	BUDGET	ESTIMATED
414	50		2014	2015	2015	2016
415						
416	70100	SALARY-DIRECTOR	43,218	-	-	-
417	70125	SALARIES	471,769	550,000	534,382	554,560
418	70150	PAYROLL TAXES	43,478	46,000	45,000	47,380
419	70155	CONTRACT LABOR	10,424	15,000	5,000	5,000
420	71000	SUPPLIES	7,740	9,000	9,000	9,000
421	71095	UNIFORMS	6,936	5,000	7,000	7,000
422	73015	TRAINING/SEMINARS	194	500	500	500
423	73500	TRUCK EXPENSE	288,240	165,000	240,000	235,000
424	77060	DUMP EXPENSE	353,085	360,000	370,000	360,000
425	77065	RECYCLING COSTS	699,224	700,000	725,000	710,000
426	77070	FOGGINS & SPRAYING	9,145	15,000	15,000	15,000
427	78990	REFUNDS	-	4,300	-	-
428	78991	AUTOMATED TRUCK LEASE	189,753	-	-	-
429	79000	CAPITAL DISBURSEMENTS	194,760	60,000	214,000	30,000
430						
431		**TOTAL SANITATION**	**2,317,966**	**1,929,800**	**2,164,882**	**1,973,440**
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454			CITY OF SHERWOOD, ARKANSAS			
455			GENERAL FUND			
456			2016 ESTIMATED DISBURSEMENTS WORKSHEET			
457						
458		PARKS & RECREATION	ACTUAL	ESTIMATED	BUDGET	ESTIMATED
459	60	BILL HARMON REC CENTER	2014	2015	2015	2016
460						
461	70100	SALARIES-BHRC	259,620	270,000	269,396	270,736
462	70150	PAYROLL TAXES- BHRC	28,501	23,000	30,000	23,690
463	70386	CERTIFICATION FEES	986	1,700	1,000	1,000
464	71016	COMPUTER CONTRACT-BHRC	394	-	-	-
465	71020	OFFICE SUPPLIES-BHRC	1,916	2,000	2,000	2,000
466	71025	BUILDING SUPPLIES-BHRC	29,830	30,000	35,000	32,000
467	71555	CONTRACT LABOR-BHRC	25,989	28,000	35,000	40,000
468	72520	UTILITIES	124,689	125,000	135,000	135,000
469	78900	BUILDING MAINT-BHRC	39,235	28,000	35,000	35,000
470	78990	REFUNDS	1,275	2,000	-	-
471	78992	LEASE	-	2,400	2,400	2,645
472	78993	LEASE FITNESS EQUIPMENT	-	14,000	20,472	38,472
473	78995	CAPITAL REPAIRS	12,498	46,000	20,000	25,000
474	79000	CAPITAL DISBURSEMENTS	60,440	20,000	24,000	5,300
475						
476		**TOTAL BILL HARMON REC**	**585,373**	**592,100**	**609,268**	**610,843**
477						
478						-
479		PARKS & RECREATION	ACTUAL	ESTIMATED	BUDGET	ESTIMATED
480	61		2014	2015	2015	2016
481						
482	70100	SALARY-DIRECTOR	83,941	83,361	83,361	85,862
483	70125	SALARIES	454,611	450,000	438,210	438,210
484	70130	SALARIES-LIBRARY	3,475	4,200	6,000	3,090
485	70150	PAYROLL TAXES	49,339	45,000	44,939	46,350
486	70200	ADVERTISING/PROMO	495	-	-	-
487	70300	SUBSCRIPTION/PROF DUES	695	1,000	1,000	1,500
488	71000	SUPPLIES	2,355	2,500	3,000	13,201
489	71010	OFFICE SUPPLIES	2,876	3,200	3,000	3,000
490	71015	COMPUTER SUPPLIES	386	500	500	500
491	71040	LIBRARY SUPPLIES	474	500	1,000	1,000
492	71050	POOL SUPPLIES-TH	6,497	6,000	7,000	7,000
493	71060	POOL SUPPLIES-FW	6,060	6,000	6,500	6,500
494	71070	POOL SUPPLIES-IH	4,166	6,400	4,500	4,500
495	71085	LANDSCAPING	1,355	1,000	1,000	1,000
496	71090	MISC TOOLS/SM EQUIP	8,844	8,000	9,500	10,500

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497	71095	UNIFORMS	4,770	4,000	5,000	6,500
498						
499			CITY OF SHERWOOD, ARKANSAS			
500			GENERAL FUND			
501			2016 ESTIMATED DISBURSEMENTS WORKSHEET			
502						
503		PARKS & RECREATION CONT.	ACTUAL	ESTIMATED	BUDGET	ESTIMATED
504	61		2014	2015	2015	2016
505						
506	71500	POSTAGE	457	500	500	500
507	71555	CONTRACT LABOR-REC	-	-	-	-
508	72000	TELEPHONE	14,729	6,000	13,000	13,000
509	72500	UTILITIES	25,343	27,000	30,000	30,000
510	72550	UTILITIES POOL-TH	9,506	9,000	9,000	9,000
511	72560	UTILITIES POOL-FW	5,141	5,000	5,000	5,000
512	72570	UTILITIES POOL-IH	3,081	3,200	3,000	3,000
513	73005	CONVENTIONS & TRAVEL	3,134	3,300	5,000	5,000
514	73500	TRAVEL/VEH MAINT.	35,048	26,000	30,000	25,000
515	74050	VENDING POOL-TH	1,138	2,000	1,500	2,000
516	74060	VENDING POOL-FW	1,138	1,600	1,500	2,000
517	74070	VENDING POOL-IH	1,137	1,400	1,500	1,500
518	78500	EQUIPMENT MAINTENANCE	2,606	1,500	2,500	3,000
519	78505	EQUIPMENT RENTAL	6,972	9,000	6,000	7,000
520	78910	PARKS MAINT & REPAIR	36,154	30,000	40,000	40,000
521	78990	REFUNDS	646	-	-	-
522	78995	CAPITAL REPAIRS	19,764	45,000	45,000	50,000
523	78996	HWY DEPT. GRANT	68,600	-	-	-
524		VENDING-TENNIS/YTH CENTER	-	-	-	4,000
525		TRAINING/CERTIFICATION	-	-	-	2,500
526		PROGRAMMING	-	-	-	2,500
527	79000	CAPITAL DISBURSEMENTS	46,017	42,000	38,500	67,894
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529		**TOTAL PARKS & RECREATION**	**910,950**	**834,161**	**846,510**	**901,607**
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544			CITY OF SHERWOOD, ARKANSAS			
545			GENERAL FUND			
546			2016 ESTIMATED DISBURSEMENTS WORKSHEET			
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548		PARKS & RECREATION	ACTUAL	ESTIMATED	BUDGET	ESTIMATED
549	62	SHERWOOD FOREST	2014	2015	2015	2016
550						
551	70125	SALARIES	132,534	140,000	128,093	134,960
552	70150	PAYROLL TAXES	10,429	12,000	11,184	12,360
553	70200	ADVERTISING	6,780	7,500	8,000	8,000
554	70205	PUBLIC RELATIONS	1,783	2,500	2,500	2,500
555	70260	SPECIAL EVENTS	5,807	7,000	7,000	7,000
556	70300	DUES & SUBSCRIPTIONS	295	200	500	500
557	71000	SUPPLIES	14,360	11,000	11,500	13,000
558	71085	LANDSCAPING	-	500	500	500
559	71095	UNIFORMS	178	300	750	500
560	71500	POSTAGE	-	-	-	-
561	72000	TELEPHONE	12,551	10,000	12,000	10,000
562	72500	UTILITIES	39,988	42,000	45,000	45,000
563	73000	CONFERENCES & TRAINING	274	500	500	500
564	73500	VEHICLE & TRAVEL	943	2,800	1,500	2,000
565	78500	EQUIPMENT MAINT.	2,149	500	2,000	2,000
566	78900	BLDG/GROUND MAINT.	25,879	26,000	25,000	30,000
567	78990	REFUNDS	(3,314)	3,200	-	-
568	78995	CAPITAL REPAIRS	17,786	6,000	20,000	20,000
569	79000	CAPITAL DISBURSEMENTS	2,939	7,500	7,500	-
570						
571		**TOTAL SHERWOOD FOREST**	**271,361**	**279,500**	**283,527**	**288,820**
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589			CITY OF SHERWOOD, ARKANSAS			
590			GENERAL FUND			
591			2016 ESTIMATED DISBURSEMENTS WORKSHEET			
592						
593		PARKS & RECREATION	ACTUAL	ESTIMATED	BUDGET	ESTIMATED
594	63	AFTER SCHOOL/DAY CAMP	2014	2015	2015	2016
595						
596	70125	SALARIES	171,440	185,000	185,000	185,000
597	70150	PAYROLL TAXES	13,086	14,200	14,213	14,626
598	71000	SUPPLIES	4,732	4,800	6,000	6,000
599	71095	UNIFORMS	598	1,000	1,000	1,000
600	73000	CONFERENCE & TRAINING	-	-	-	500
601	73500	VEHICLES & TRAVEL	3,061	7,700	3,500	5,000
602	74600	GAMES & PROGRAM MATERIAL	1,844	2,000	3,000	3,000
603	78990	REFUNDS	180	700	-	-
604	78995	CAPITAL REPAIRS	5,425	5,500	5,000	5,400
605	79000	CAPITAL DISBURSEMENTS	-	27,000	27,000	27,000
606						
607		**TOTAL AFTER SCHOOL/DAY CMP**	**200,366**	**247,900**	**244,713**	**247,526**
608						
609						
610		PARKS & RECREATION	ACTUAL	ESTIMATED	BUDGET	ESTIMATED
611	64	YOUTH COUNCIL	2014	2015	2015	2016
612						
613	71000	SUPPLIES	-	-	-	-
614	76000	SCHOLARSHIP	-	-	-	-
615	77020	YOUTH COUNCIL EXPENSE	1,377	1,000	500	500
616						
617		**TOTAL YOUTH COUNCIL**	**1,377**	**1,000**	**500**	**500**
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634			CITY OF SHERWOOD, ARKANSAS			
635			GENERAL FUND			
636			2016 ESTIMATED DISBURSEMENTS WORKSHEET			
637						
638		PARKS & RECREATION	ACTUAL	ESTIMATED	BUDGET	ESTIMATED
639	65	GREENS AT NORTH HILLS	2014	2015	2015	2016
640						
641	70125	SALARIES	342,975	354,000	353,294	350,598
642	70150	PAYROLL TAXES	26,514	27,700	27,328	28,531
643	70200	ADVERTISING	3,150	3,300	5,000	5,000
644	70300	SUBSCRIPTION/PROF DUES	1,076	1,500	2,000	2,000
645	71000	SUPPLIES	20,439	16,000	17,000	17,000
646	71010	OFFICE SUPPLIES	2,103	1,500	2,000	2,000
647	71015	COMPUTER SUPPLIES	605	300	600	600
648	71080	AGRICULTURAL SUPPLIES	43,042	45,000	55,000	55,000
649	71085	LANDSCAPING	534	600	1,000	1,000
650	71090	MISC TOOLS/SMALL EQUIP	1,487	1,800	2,000	2,000
651	71095	UNIFORMS	1,436	1,500	2,500	2,000
652	71500	POSTAGE	67	100	250	250
653	72000	TELEPHONE	8,636	9,500	6,000	9,000
654	72500	UTILITIES	112,192	130,000	125,000	125,000
655	73005	CONVENTIONS/TRAVEL	1,991	2,000	4,500	4,500
656	73500	TRAVEL/VEHICLE MAINT.	27,498	16,000	30,000	30,000
657	78500	EQUIPMENT MAINT/REPAIRS	12,700	12,000	13,000	13,000
658	78505	EQUIPMENT RENTAL/LEASE	116,470	110,000	110,000	110,000
659	78900	BUILDING/GROUNDS MAINT.	30,179	25,000	30,000	30,000
660	78990	REFUND	4,198	3,000	-	-
661	78995	CAPITAL REPAIRS	25,788	32,000	25,000	20,000
662	79000	CAPITAL DISBURSEMENTS	-	6,000	6,000	-
663						
664		**TOTAL GREENS AT NORTH HILLS**	**783,080**	**798,800**	**817,472**	**807,479**
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679			CITY OF SHERWOOD, ARKANSAS			
680			GENERAL FUND			
681			2016 ESTIMATED DISBURSEMENTS WORKSHEET			
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683		PARKS & RECREATION	ACTUAL	ESTIMATED	BUDGET	ESTIMATED
684	66	SPORTS COMPLEX	2014	2015	2015	2016
685						
686	70125	SALARIES-SPORTS COMPLEX	253,045	257,000	257,158	257,158
687	70150	PAYROLL TAXES-SPORTS COMP.	18,900	21,000	21,340	21,630
688	70160	ATHLETIC SERVICES	4,026	3,600	6,500	6,500
689	71030	SPORTING GOOD SUPPLIES	5,644	4,700	7,000	7,000
690	71080	AGRICULTURAL SUPPLIES	14,048	10,000	15,000	15,000
691	77030	SPORTS COMPLEX EXPENSE	162,674	170,000	175,000	175,000
692	78991	CONCESSIONS EXPENSE	72,523	65,000	80,000	80,000
693	78992	LEASE EQUIPMENT	18,070	10,000	18,000	18,000
694	78995	CAPITAL REPAIRS	-	-	-	-
695	79000	CAPITAL DISBURSEMENTS	-	18,800	17,900	34,210
696						
697		**TOTAL SPORTS COMPLEX**	**548,930**	**560,100**	**597,898**	**614,498**
698						
699						
700		PARKS & RECREATION	ACTUAL	ESTIMATED	BUDGET	ESTIMATED
701	67	ADMINISTRATION BUILDING	2014	2015	2015	2016
702						
703	70100	SALARIES	39,920	37,000	34,925	35,971
704	70150	PAYROLL TAXES	3,403	3,600	3,500	3,100
705	71000	SUPPLIES	9,967	9,000	10,000	12,000
706	71095	UNIFORMS	64	200	520	200
707	73500	AUTO EXPENSE	945	1,000	1,000	1,000
708	73501	JANITORIAL CONTRACT LABOR	-	-	20,000	20,000
709	78900	BUILDING MAINTENANCE	94,896	74,000	77,000	75,000
710						
711		**TOTAL PARKS ADMINISTRATION**	**149,195**	**124,800**	**146,945**	**147,271**
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714		**TOTAL PARKS & REC BUDGET**			**3,546,833**	**3,618,544**
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724			CITY OF SHERWOOD, ARKANSAS			
725			GENERAL FUND			
726			2016 ESTIMATED DISBURSEMENTS WORKSHEET			
727						
728		SENIOR CITIZENS	ACTUAL	ESTIMATED	BUDGET	ESTIMATED
729	68		2014	2015	2015	2016
730						
731	70100	SALARY-DIRECTOR	64,918	66,022	66,022	54,590
732	70125	SALARIES	91,897	88,000	88,020	90,988
733	70150	PAYROLL TAXES	12,076	13,000	11,587	13,390
734	70265	SENIOR PROGRAM	9,154	9,000	9,000	9,000
735	70270	MEALS ON WHEELS	25,000	25,000	25,000	25,000
736	70275	PROGRAM FUND RAISER	-	-	1,000	1,000
737	71000	OFFICE SUPPLIES	2,708	2,400	3,000	3,000
738	71025	BUILDING SUPPLIES	10,035	9,000	14,000	14,000
739	71095	UNIFORMS	573	600	700	700
740	71500	POSTAGE	1,736	1,800	2,200	2,200
741	72000	TELEPHONE	7,910	7,000	4,800	7,800
742	72500	UTILITIES	18,282	18,000	22,000	22,000
743	73000	CONFERENCE/TRAINING	560	500	1,000	1,000
744	73500	TRAVEL/VEH MAINT.	6,474	10,000	8,000	10,000
745	74000	VENDING	-	300	200	200
746	78990	REFUNDS	-	-	-	-
747	79000	CAPITAL DISBURSEMENTS	-	-	11,000	11,000
748						
749		**TOTAL SENIOR CITIZENS**	**251,323**	**250,622**	**267,529**	**265,868**
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769			CITY OF SHERWOOD, ARKANSAS			
770			GENERAL FUND			
771			2016 ESTIMATED DISBURSEMENTS WORKSHEET			
772						
773		ANIMAL SERVICES	ACTUAL	ESTIMATED	BUDGET	ESTIMATED
774	70		2014	2015	2015	2016
775						
776	70100	SALARY-DIRECTOR	50,799	51,700	51,663	53,213
777	70125	SALARIES	180,210	194,000	170,414	172,613
778	70150	PAYROLL TAXES	18,224	20,000	18,428	20,600
779	70160	VETERINARIAN	3,132	2,800	2,628	2,628
780	70205	PUBLIC RELATIONS	65	300	300	300
781	70300	DUES & SUBSCRIPTIONS	40	100	170	130
782	71000	SUPPLIES & SERVICES	17,764	19,000	20,000	20,300
783	71035	SURGERY SUPPLIES	9,181	10,000	10,000	10,000
784	71095	UNIFORMS	1,564	2,000	2,500	2,500
785	71500	POSTAGE	73	200	150	200
786	72500	UTILITIES	19,285	20,000	19,920	19,920
787	73000	EDUCATION & TRAINING	820	2,700	2,500	2,500
788	73500	VEHICLE MAINTENANCE	6,451	3,000	6,000	6,000
789	75500	PET FOOD	288	500	2,500	2,500
790	75505	SURGERY	13,950	13,750	13,750	13,990
791	75510	CREMATION SERVICES	2,775	3,500	4,000	4,000
792	78900	BUILDING MAINTENANCE	5,132	1,000	2,400	2,400
793	78990	REFUND	70	100	-	-
794	79000	CAPITAL DISBURSEMENTS	-	-	-	-
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796		**TOTAL ANIMAL SERVICES**	**329,823**	**344,650**	**327,323**	**333,794**
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814			CITY OF SHERWOOD, ARKANSAS			
815			GENERAL FUND			
816			2016 ESTIMATED DISBURSEMENTS WORKSHEET			
817						
818		PUBLIC WORKS	ACTUAL	ESTIMATED	BUDGET	ESTIMATED
819	80		2014	2015	2015	2016
820						
821	70125	SALARIES-DRAINAGE	252,445	270,000	324,158	327,787
822	70150	PAYROLL TAXES	19,769	21,000	25,000	21,630
823	70155	CONTRACT LABOR	42,125	48,000	1,000	1,000
824	70341	STREET IMPROVEMENT	-	-	-	-
825	70342	SEWER STUDY	-	-	-	-
826	71090	EQUIP/SOFTWARE/TRAINING	7,639	4,500	4,500	6,200
827	77050	DRAINAGE WORK	7,900	6,000	100,000	175,000
828	77055	SIDEWALKS	2,902	1,000	25,000	25,000
829	78990	REFUND	4	-	-	-
830	79000	CAPITAL DISBURSEMENTS	-	-	3,500	-
831						
832		**TOTAL PUBLIC WORKS**	**332,784**	**350,500**	**483,158**	**556,617**
833						
834						
835		**TOTAL GENERAL FUND**				
836		**DISBURSEMENTS**	**19,755,142**	**19,297,416**	**20,283,894**	**20,472,494**
837						
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839						
840		AVAILABLE RESERVE			798,389	

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ADOPTION OF A STREET FUND DEPARTMENT BUDGET FOR THE CITY OF SHERWOOD, ARKANSAS, FOR THE TWELVE MONTH PERIOD BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016; APPROPRIATING MONEY FOR EACH AND EVERY ITEM OF EXPENDITURE THEREIN PROVIDED FOR; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Section 2 of Act No. 1959 provides that the City Council shall adopt an annual Street Fund Budget for the operating of the City for the calendar year; and

WHEREAS, it is the opinion of the City Council that the schedules and exhibits of the final information prepared, as well as the expenditures for the calendar year, appear to be accurate as possible for budgetary purposes;

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

Section 1. This ordinance shall be known as the Street Fund Budget Ordinance for the City of Sherwood, Arkansas, for the twelve (12) month period beginning January 1, 2016, and ending December 31, 2016, reflecting estimated revenues and expenditures. The revenues therein are estimated to be **$2,537,819.00** and the expenditures therein are estimated to be **$2,537,819.00** and are subject to change, and all appropriations are calculated on said available revenues, a summary of which is attached and made a part of this ordinance.

Section 2. The respective amounts of funds for each and every item or class therein proposed for 2016 are hereby approved by the City Council of Sherwood, Arkansas, and are hereby authorized and appropriated for the purposes therein set forth for the calendar year ending December 31, 2016.

Section 3. The appropriation was prepared by reason of the fact that the City of Sherwood adopts an annual Street Fund Budget beginning January 1, and ending December 31, of each year in order to operate the City Government.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. If any part or parts of this ordinance are declared void or unconstitutional for any reason, it shall not affect the remaining parts of this ordinance.

Section 6. Now, therefore, an emergency is hereby declared to exist; and this ordinance, being necessary for the preservation of public peace, health, and safety, shall take effect and be in force immediately upon its passage and approval.

ADOPTED on this ___ day of _____ 2015.

_____
Virginia R. Young, Mayor

ATTEST:

_____
Angela Nicholson, City Clerk

APPROVED AS TO FORM:

_____
Stephen Cobb, City Attorney

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1			CITY OF SHERWOOD, ARKANSAS			
2			STREET FUND			
3			2016 ESTIMATED REVENUE WORKSHEET			
4						
5		REVENUE	ACTUAL	ESTIMATED	BUDGET	ESTIMATED
6			2014	2015	2015	2016
7						
8	51301	PROPERTY TAX-COUNTY ROAD	620,660	625,000	600,000	611,000
9	51302	STATE HWY REVENUE	1,949,670	1,950,000	1,900,000	1,918,995
10	51303	INTEREST RECEIVED	6,888	8,000	8,000	7,824
11	51304	MISC. INCOME	268	250	-	-
12	51308	STREET REFUNDS	419,691	-	-	-
13						
14		**TOTAL STREET REVENUE**	**2,997,177**	**2,583,250**	**2,508,000**	**2,537,819**
15						
16		AVAILABLE FUNDS RESERVE			404,184	
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46			CITY OF SHERWOOD, ARKANSAS			
47			STREET FUND			
48			2016 ESTIMATED DISBURSEMENTS WORKSHEET			
49						
50		DISBURSEMENTS	ACTUAL	ESTIMATED	BUDGET	ESTIMATED
51			2014	2015	2015	2016
52						
53	70100	SALARY-SUPT.	63,036	65,000	64,108	66,031
54	70112	SALARIES-STREET	315,541	355,000	355,000	340,363
55	70380	GROUP INSURANCE	40,528	46,000	45,000	45,000
56	71000	CONTRACT LABOR	37,070	500	-	1,000
57	71001	PAVING & MATERIAL	188,461	200,000	200,000	200,000
58	71002	SIGNS	8,819	16,000	20,000	20,000
59	71003	EQUIP OPERATION & MAINT.	111,320	80,000	120,000	120,000
60	71004	DRAINAGE	27,446	50,000	50,000	60,000
61	71005	UTILITIES	26,035	26,000	26,400	26,800
62	71007	PROFESSIONAL FEES	11,710	10,000	25,000	25,000
63	71010	UNIFORMS	10,023	7,000	12,500	12,000
64	71011	MISCELLANEOUS	-	-	-	-
65	71012	INSURANCE	24,676	40,000	38,400	59,400
66	71014	PAYROLL TAXES	35,139	37,500	37,759	38,625
67	71015	BUILDING MAINTENANCE	6,227	26,000	20,000	25,000
68	71016	SUPPLIES	25,106	18,000	25,000	25,000
69	71017	STREET LIGHTS	282,142	290,000	300,000	300,000
70	71018	SIDEWALK	-	90,000	134,184	160,000
71	71019	TRAFFIC CONTRAL	28,746	20,000	55,000	25,000
72	71020	TRAINING	596	1,000	1,000	1,000
73	71021	STREET IMPROVEMENT	699,060	680,000	684,046	880,013
74	71030	BRIDGE REPAIR	382	1,000	10,000	10,000
75	71090	TOOL / MANUAL ALLOWANCE	3,120	3,000	3,120	3,120
76	71091	MARYLAND AVE PROJECT	467,702	550,000	550,000	-
77	71092	HWY 107/JOHNSON TURN LANE	138,646	-	-	-
78	71093	OAKBROOKE CONNECTION	25,500	-	-	-
79	71094	EMPLOYEE RET 457	-	19,600	19,467	19,467
80	81160	CAPITAL DISBURSEMENTS	216,654	116,000	116,200	75,000
81						
82		**TOTAL STREET DISBURSEMENTS**	**2,793,685**	**2,747,600**	**2,912,184**	**2,537,819**

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ADOPTION OF A WASTEWATER FUND DEPARTMENT BUDGET FOR THE CITY OF SHERWOOD, ARKANSAS, FOR THE TWELVE MONTH PERIOD BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016; APPROPRIATING MONEY FOR EACH AND EVERY ITEM OF EXPENDITURE THEREIN PROVIDED FOR; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Section 2 of Act No. 1959 provides that the City Council shall adopt an annual Wastewater Fund Budget for the operating of the City for the calendar year; and

WHEREAS, it is the opinion of the City Council that the schedules and exhibits of the final information prepared, as well as the expenditures for the calendar year, appear to be accurate as possible for budgetary purposes;

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

Section 1. This ordinance shall be known as the Wastewater Fund Budget Ordinance for the City of Sherwood, Arkansas, for the twelve (12) month period beginning January 1, 2016, and ending December 31, 2016, reflecting estimated revenues and expenditures. The revenues therein are estimated to be **$1,510,591.00** and the expenditures therein are estimated to be **$1,510,591.00** and are subject to change, and all appropriations are calculated on said available revenues, a summary of which is attached and made a part of this ordinance.

Section 2. The respective amounts of funds for each and every item or class therein proposed for 2016 are hereby approved by the City Council of Sherwood, Arkansas, and are hereby authorized and appropriated for the purposes therein set forth for the calendar year ending December 31, 2016.

Section 3. The appropriation was prepared by reason of the fact that the City of Sherwood adopts an annual Wastewater Fund Budget beginning January 1, and ending December 31, of each year in order to operate the City Government.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. If any part or parts of this ordinance are declared void or unconstitutional for any reason, it shall not affect the remaining parts of this ordinance.

Section 6. Now, therefore, an emergency is hereby declared to exist; and this ordinance, being necessary for the preservation of public peace, health, and safety, shall take effect and be in force immediately upon its passage and approval.

ADOPTED on this ___ day of _____ 2015.

_____
Virginia R. Young, Mayor

ATTEST:

_____
Angela Nicholson, City Clerk

APPROVED AS TO FORM:

_____
Stephen Cobb, City Attorney

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1			CITY OF SHERWOOD, ARKANSAS			
2			WASTEWATER UTILITY			
3			2016 ESTIMATED REVENUE WORKSHEET			
4						
5		REVENUE	ACTUAL	ESTIMATED	BUDGET	ESTIMATED
6			2014	2015	2015	2016
7						
8	502	OTHER INCOME-REFUNDS	5,390	6,000	-	-
9	504	TIE ON FEES	8,835	9,500	7,000	8,000
10	505	SERVICE CHARGES	1,341,245	1,650,000	1,377,000	1,390,000
11	506	INTEREST RECEIVED	6,311	8,000	4,500	6,500
12	507	RIGHT OF WAY FEES	-	-	-	-
13	509	COPIES				
14	531	BILL HARMON REC CENTER	186	200	-	-
15						
16	590	RESERVES USED				106,091
17						
18		**TOTAL WASTEWATER REVENUE**	**1,361,967**	**1,673,700**	**1,388,500**	**1,510,591**
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46			CITY OF SHERWOOD, ARKANSAS			
47			WASTEWATER UTILITY			
48			2016 ESTIMATED DISBURSEMENTS WORKSHEET			
49						
50		DISBURSEMENTS	ACTUAL	ESTIMATED	BUDGET	ESTIMATED
51			2014	2015	2015	2016
52						
53	670	TREATMENT CHARGES	287,627	380,000	308,000	339,000
54	672	ENG/PROFESSION FEES	28,548	35,000	15,000	60,000
55	673	LEGAL FEES	11,040	12,000	8,000	25,000
56	674	DUES & SUBSCRIPTIONS	3,074	4,000	2,625	15,000
57	675	MISCELLANEOUS	-	-	-	-
58	70380	GROUP INSURANCE	49,455	62,000	45,115	42,000
59	70220	INSURANCE	4,648	5,000	10,000	14,500
60	738	REPAIR & MAINTENANCE	85,769	90,000	84,000	65,000
61	70195	EMPLOYEE RET 457	-	-	-	18,550
62	740	UNIFORMS	4,215	5,500	5,000	5,500
63	745	SALARIES	305,433	380,000	289,386	310,841
64	750	LICENSE & PERMITS	9,183	10,500	9,000	9,000
65	752	TOOLS & EQUIPMENT	7,817	10,000	20,000	20,000
66	756	SUPPLIES	24,906	28,000	27,500	28,000
67	757	PRINTING	-	200	250	250
68	761	CHEMICALS	10,165	12,000	10,000	12,000
69	762	CONTRACT LABOR	-	-	-	-
70	763	PAYROLL TAXES	25,353	30,000	28,938	30,900
71	764	MANHOLE REHAB/REPAIRS	463	2,000	8,000	10,400
72	765	PUMPSTATION IMPROVEMENTS	21,430	30,000	42,500	45,000
73	766	TELEPHONE	10,891	12,000	10,000	12,650
74	767	TREATMENT PLANT IMPRO	32,049	30,000	25,000	75,000
75	768	EQUIPMENT RENTAL	7,491	9,000	9,330	11,000
76	775	TRAINING	254	1,000	5,000	6,000
77	780	UTILITIES	114,110	145,000	113,400	120,000
78	790	VEHICLE OPERATION	22,127	25,000	22,000	24,000
79	795	CAPITAL DISBURSEMENTS	43,356	45,000	35,000	110,000
80	796	POINT REPAIRS	9,674	12,000	10,000	15,000
81	797	LINE REPLACEMENTS	13,500	13,500	10,000	50,000
82	799	LAB EQUIPMENT	8,223	9,600	9,600	8,000
83	800	LAB TESTING	18,078	24,000	28,800	28,000
84	801	REFUNDS/REIMBURSEMENT	(6,930)	-	-	-
85						
86		CONTRIBUTION TO RESERVES	-	-	197,056	
87		**TOTAL DISBURSEMENTS**	**1,151,949**	**1,422,300**	**1,388,500**	**1,510,591**
88						
89		AVAILABLE RESERVE				457,381

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ADOPTION OF A WASTEWATER SALES TAX FUND DEPARTMENT BUDGET FOR THE CITY OF SHERWOOD, ARKANSAS, FOR THE TWELVE MONTH PERIOD BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016; APPROPRIATING MONEY FOR EACH AND EVERY ITEM OF EXPENDITURE THEREIN PROVIDED FOR; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Section 2 of Act No. 1959 provides that the City Council shall adopt an annual Wastewater Sales Tax Fund Budget for the operating of the City for the calendar year; and

WHEREAS, it is the opinion of the City Council that the schedules and exhibits of the final information prepared, as well as the expenditures for the calendar year, appear to be accurate as possible for budgetary purposes;

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

Section 1. This ordinance shall be known as the Wastewater Sales Tax Fund Budget Ordinance for the City of Sherwood, Arkansas, for the twelve (12) month period beginning January 1, 2016, and ending December 31, 2016, reflecting estimated revenues and expenditures. The revenues therein are estimated to be **$378,000.00** and the expenditures therein are estimated to be **$378,000.00** and are subject to change, and all appropriations are calculated on said available revenues, a summary of which is attached and made a part of this ordinance.

Section 2. The respective amounts of funds for each and every item or class therein proposed for 2016 are hereby approved by the City Council of Sherwood, Arkansas, and are hereby authorized and appropriated for the purposes therein set forth for the calendar year ending December 31, 2016.

Section 3. The appropriation was prepared by reason of the fact that the City of Sherwood adopts an annual Wastewater Sales Tax Fund Budget beginning January 1, and ending December 31, of each year in order to operate the City Government.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. If any part or parts of this ordinance are declared void or unconstitutional for any reason, it shall not affect the remaining parts of this ordinance.

Section 6. Now, therefore, an emergency is hereby declared to exist; and this ordinance, being necessary for the preservation of public peace, health, and safety, shall take effect and be in force immediately upon its passage and approval.

ADOPTED on this ___ day of _____ 2015.

_____
Virginia R. Young, Mayor

ATTEST:

_____
Angela Nicholson, City Clerk

APPROVED AS TO FORM:

_____
Stephen Cobb, City Attorney

	A	B	C	D	E	F
1			CITY OF SHERWOOD, ARKANSAS			
2			1% SALES TAX			
3			2016 ESTIMATED REVENUE WORKSHEET			
4						
5		REVENUE	ACTUAL	ESTIMATED	BUDGET	ESTIMATED
6			2014	2015	2015	2016
7						
8	506	INTEREST EARNED	13,781	7,000	18,000	7,000
9		RESERVE FUNDS USED	-	-	360,000	371,000
10		AVAILABLE FUND RESERVES	-	-	-	-
11						
12		**TOTAL 1% SALES TAX REVENUE**	**13,781**	**7,000**	**378,000**	**378,000**
13						
14						
15		DISBURSEMENTS	ACTUAL	ESTIMATED	BUDGET	ESTIMATED
16			2014	2015	2015	2016
17						
18	233	SEWER IMPROVEMENTS	1,053,075	90,000	-	-
19	672	ENGINEERING FEES	461,807	260,000	200,000	200,000
20	751	SEWER STUDY	-	75,000	75,000	75,000
21	758	1977A SEWER BOND PAYMENT	102,815	103,000	103,000	103,000
22	764	MANHOLE REPAIR	132,083	-	-	-
23	767	TREATMENT PLANT IMPROV	572,691	5,000	-	-
24						
25		RESERVES	-	-	-	-
26						
27		**TOTAL DISBURSEMENTS**	**2,322,471**	**533,000**	**378,000**	**378,000**
28						
29		AVAILABLE RESERVE FUNDS				

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ADOPTION OF A DEPARTMENTAL DONATION FUND BUDGET FOR THE CITY OF SHERWOOD, ARKANSAS, FOR THE TWELVE MONTH PERIOD BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016; APPROPRIATING MONEY FOR EACH AND EVERY ITEM OF EXPENDITURE THEREIN PROVIDED FOR; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Section 2 of Act No. 1959 provides that the City Council shall adopt an annual Departmental Donation Fund Budget for the operating of the City for the calendar year; and

WHEREAS, it is the opinion of the City Council that the schedules and exhibits of the final information prepared, as well as the expenditures for the calendar year, appear to be accurate as possible for budgetary purposes;

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

Section 1. This ordinance shall be known as the Departmental Donation Fund Budget Ordinance for the City of Sherwood, Arkansas, for the twelve (12) month period beginning January 1, 2016, and ending December 31, 2016, reflecting estimated revenues and expenditures. The revenues therein are estimated to be **$121,000.00** and the expenditures therein are estimated to be **$121,000.00** and are subject to change, and all appropriations are calculated on said available revenues, a summary of which is attached and made a part of this ordinance.

Section 2. The respective amounts of funds for each and every item or class therein proposed for 2016 are hereby approved by the City Council of Sherwood, Arkansas, and are hereby authorized and appropriated for the purposes therein set forth for the calendar year ending December 31, 2016.

Section 3. The appropriation was prepared by reason of the fact that the City of Sherwood adopts an annual Departmental Donation Fund Budget beginning January 1, and ending December 31, of each year in order to operate the City Government.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. If any part or parts of this ordinance are declared void or unconstitutional for any reason, it shall not affect the remaining parts of this ordinance.

Section 6. Now, therefore, an emergency is hereby declared to exist; and this ordinance, being necessary for the preservation of public peace, health, and safety, shall take effect and be in force immediately upon its passage and approval.

ADOPTED on this ___ day of _____ 2015.

_____
Virginia R. Young, Mayor

ATTEST:

_____
Angela Nicholson, City Clerk

APPROVED AS TO FORM:

_____
Stephen Cobb, City Attorney

	A	B	C	D	E
1			CITY OF SHERWOOD, ARKANSAS		
2			DEPARTMENT DONATION		
3			2016 ESTIMATED REVENUE WORKSHEET		
4					
5		**REVENUE**	ESTIMATED	BUDGET	ESTIMATED
6			2015	2015	2016
7					
8	53320-020	DEPARTMENTAL DONATION	125,650	125,650	121,000
9		INCOME	-	-	-
10			-	-	-
11					
12		**TOTAL DEPT DONATION REV**	**125,650**	**125,650**	**121,000**
13					
14					
15		**DISBURSEMENTS**	ESTIMATED	BUDGET	ESTIMATED
16			2015	2015	2016
17					
18	71000-020	SUPPLIES & OTHER EXPENSES	125,650	125,650	121,000
19					
20					
21					
22					
23					
24					
25			-	-	-
26					
27		**TOTAL DISBURSEMENTS**	**125,650**	**125,650**	**121,000**

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ADOPTION OF A COURT AUTOMATION FUND DEPARTMENT BUDGET FOR THE CITY OF SHERWOOD, ARKANSAS, FOR THE TWELVE MONTH PERIOD BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016; APPROPRIATING MONEY FOR EACH AND EVERY ITEM OF EXPENDITURE THEREIN PROVIDED FOR; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Section 2 of Act No. 1959 provides that the City Council shall adopt an annual Court Automation Fund Budget for the operating of the City for the calendar year; and

WHEREAS, it is the opinion of the City Council that the schedules and exhibits of the final information prepared, as well as the expenditures for the calendar year, appear to be accurate as possible for budgetary purposes;

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

Section 1. This ordinance shall be known as the Court Automation Fund Budget Ordinance for the City of Sherwood, Arkansas, for the twelve (12) month period beginning January 1, 2016, and ending December 31, 2016, reflecting estimated revenues and expenditures. The revenues therein are estimated to be **$625,000.00** and the expenditures therein are estimated to be **$625,000.00** and are subject to change, and all appropriations are calculated on said available revenues, a summary of which is attached and made a part of this ordinance.

Section 2. The respective amounts of funds for each and every item or class therein proposed for 2016 are hereby approved by the City Council of Sherwood, Arkansas, and are hereby authorized and appropriated for the purposes therein set forth for the calendar year ending December 31, 2016.

Section 3. The appropriation was prepared by reason of the fact that the City of Sherwood adopts an annual Court Automation Fund Budget beginning January 1, and ending December 31, of each year in order to operate the City Government.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. If any part or parts of this ordinance are declared void or unconstitutional for any reason, it shall not affect the remaining parts of this ordinance.

Section 6. Now, therefore, an emergency is hereby declared to exist; and this ordinance, being necessary for the preservation of public peace, health, and safety, shall take effect and be in force immediately upon its passage and approval.

ADOPTED on this ___ day of _____ 2015.

_____
Virginia R. Young, Mayor

ATTEST:

_____
Angela Nicholson, City Clerk

APPROVED AS TO FORM:

_____
Stephen Cobb, City Attorney

	A	B	C	D	E
1			CITY OF SHERWOOD, ARKANSAS		
2			COURT AUTOMATION		
3			2016 ESTIMATED REVENUE WORKSHEET		
4					
5		**REVENUE**	ESTIMATED	BUDGET	ESTIMATED
6			2015	2015	2016
7					
8	1-11132-014	COURT AUTOMATION	585,000	585,000	625,000
9		INCOME	-	-	-
10			-	-	-
11					
12		**TOTAL COURT AUTOMATION**	**585,000**	**585,000**	**625,000**
13					
14					
15		**DISBURSEMENTS**	ESTIMATED	BUDGET	ESTIMATED
16			2015	2015	2016
17					
18	1-71005-004	SOFTWARE/MAINT FEE	50,658	50,658	50,658
19	1-71000-014	SUPPLIES/OTHER EXPENSE	534,342	534,342	574,342
20					
21					
22					
23					
24					
25			-	-	-
26					
27		**TOTAL DISBURSEMENTS**	**585,000**	**585,000**	**625,000**

ORDINANCE NO. ____

AN ORDINANCE PROVIDING FOR THE ADOPTION OF A DRUG FUND DEPARTMENT BUDGET FOR THE CITY OF SHERWOOD, ARKANSAS, FOR THE TWELVE MONTH PERIOD BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016; APPROPRIATING MONEY FOR EACH AND EVERY ITEM OF EXPENDITURE THEREIN PROVIDED FOR; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Section 2 of Act No. 1959 provides that the City Council shall adopt an annual Drug Fund Budget for the operating of the City for the calendar year; and

WHEREAS, it is the opinion of the City Council that the schedules and exhibits of the final information prepared, as well as the expenditures for the calendar year, appear to be accurate as possible for budgetary purposes;

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

Section 1. This ordinance shall be known as the Drug Fund Budget Ordinance for the City of Sherwood, Arkansas, for the twelve (12) month period beginning January 1, 2016, and ending December 31, 2016, reflecting estimated revenues and expenditures. The revenues therein are estimated to be **$13,518.00** and the expenditures therein are estimated to be **$13,518.00** and are subject to change, and all appropriations are calculated on said available revenues, a summary of which is attached and made a part of this ordinance.

Section 2. The respective amounts of funds for each and every item or class therein proposed for 2016 are hereby approved by the City Council of Sherwood, Arkansas, and are hereby authorized and appropriated for the purposes therein set forth for the calendar year ending December 31, 2016.

Section 3. The appropriation was prepared by reason of the fact that the City of Sherwood adopts an annual Drug Fund Budget beginning January 1, and ending December 31, of each year in order to operate the City Government.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. If any part or parts of this ordinance are declared void or unconstitutional for any reason, it shall not affect the remaining parts of this ordinance.

Section 6. Now, therefore, an emergency is hereby declared to exist; and this ordinance, being necessary for the preservation of public peace, health, and safety, shall take effect and be in force immediately upon its passage and approval.

ADOPTED on this ___ day of _____ 2015.

_____
Virginia R. Young, Mayor

ATTEST:

_____
Angela Nicholson, City Clerk

APPROVED AS TO FORM:

_____
Stephen Cobb, City Attorney

	A	B	C	D	E
1			CITY OF SHERWOOD, ARKANSAS		
2			DRUG FUND		
3			2016 ESTIMATED REVENUE WORKSHEET		
4					
5		**REVENUE**	ESTIMATED	BUDGET	ESTIMATED
6			2015	2015	2016
7					
8	55305-008	REVENUE (DRUG SEIZURE	22,398	22,398	13,518
9		MONEY)	-	-	-
10			-	-	-
11					
12		**TOTAL DRUG FUND**	**22,398**	**22,398**	**13,518**
13					
14					
15		**DISBURSEMENTS**	ESTIMATED	BUDGET	ESTIMATED
16			2015	2015	2016
17					
18	71000-008	SUPPLIES/OTHER EXPENSE	11,199	11,199	7,518
19	79000-008	CAPITAL DISBURSEMENTS	11,199	11,199	6,000
20					
21					
22					
23					
24					
25			-	-	-
26					
27		**TOTAL DISBURSEMENTS**	**22,398**	**22,398**	**13,518**

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ADOPTION OF A FEDERAL DRUG FUND DEPARTMENT BUDGET FOR THE CITY OF SHERWOOD, ARKANSAS, FOR THE TWELVE MONTH PERIOD BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016; APPROPRIATING MONEY FOR EACH AND EVERY ITEM OF EXPENDITURE THEREIN PROVIDED FOR; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Section 2 of Act No. 1959 provides that the City Council shall adopt an annual Federal Drug Fund Budget for the operating of the City for the calendar year; and

WHEREAS, it is the opinion of the City Council that the schedules and exhibits of the final information prepared, as well as the expenditures for the calendar year, appear to be accurate as possible for budgetary purposes;

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

Section 1. This ordinance shall be known as the Federal Drug Fund Budget Ordinance for the City of Sherwood, Arkansas, for the twelve (12) month period beginning January 1, 2016, and ending December 31, 2016, reflecting estimated revenues and expenditures. The revenues therein are estimated to be **$4,997.00** and the expenditures therein are estimated to be **$4,997.00** and are subject to change, and all appropriations are calculated on said available revenues, a summary of which is attached and made a part of this ordinance.

Section 2. The respective amounts of funds for each and every item or class therein proposed for 2016 are hereby approved by the City Council of Sherwood, Arkansas, and are hereby authorized and appropriated for the purposes therein set forth for the calendar year ending December 31, 2016.

Section 3. The appropriation was prepared by reason of the fact that the City of Sherwood adopts an annual Federal Drug Fund Budget beginning January 1, and ending December 31, of each year in order to operate the City Government.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. If any part or parts of this ordinance are declared void or unconstitutional for any reason, it shall not affect the remaining parts of this ordinance.

Section 6. Now, therefore, an emergency is hereby declared to exist; and this ordinance, being necessary for the preservation of public peace, health, and safety, shall take effect and be in force immediately upon its passage and approval.

ADOPTED on this ___ day of _____ 2015.

Virginia R. Young, Mayor

ATTEST:

Angela Nicholson, City Clerk

APPROVED AS TO FORM:

Stephen Cobb, City Attorney

	A	B	C	D	E
1			CITY OF SHERWOOD, ARKANSAS		
2			FEDERAL DRUG FUND		
3			2016 ESTIMATED REVENUE WORKSHEET		
4					
5		**REVENUE**	ESTIMATED	BUDGET	ESTIMATED
6			2015	2015	2016
7					
8	53347-018	REVENUE (DRUG SEIZURE	4,680	4,680	4,997
9		MONEY)	-	-	-
10			-	-	-
11					
12		**TOTAL FEDERAL DRUG FUND**	**4,680**	**4,680**	**4,997**
13					
14					
15		**DISBURSEMENTS**	ESTIMATED	BUDGET	ESTIMATED
16			2015	2015	2016
17					
18	71000-018	SUPPLIES/OTHER EXPENSE	4,680	4,680	997
19	79000-018	CAPITAL DISBURSEMENTS	-	-	4,000
20					
21					
22					
23					
24					
25			-	-	-
26					
27		**TOTAL DISBURSEMENTS**	**4,680**	**4,680**	**4,997**

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ADOPTION OF A FRANCHISE FUND DEPARTMENT BUDGET FOR THE CITY OF SHERWOOD, ARKANSAS, FOR THE TWELVE MONTH PERIOD BEGINNING JANUARY 1, 2016, AND ENDING DECEMBER 31, 2016; APPROPRIATING MONEY FOR EACH AND EVERY ITEM OF EXPENDITURE THEREIN PROVIDED FOR; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Section 2 of Act No. 1959 provides that the City Council shall adopt an annual Franchise Fund Budget for the operating of the City for the calendar year; and

WHEREAS, it is the opinion of the City Council that the schedules and exhibits of the final information prepared, as well as the expenditures for the calendar year, appear to be accurate as possible for budgetary purposes;

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

Section 1. This ordinance shall be known as the Franchise Fund Budget Ordinance for the City of Sherwood, Arkansas, for the twelve (12) month period beginning January 1, 2016, and ending December 31, 2016, reflecting estimated revenues and expenditures. The revenues therein are estimated to be **$2,143,800.00** and the expenditures therein are estimated to be **$2,143,800.00** and are subject to change, and all appropriations are calculated on said available revenues, a summary of which is attached and made a part of this ordinance.

Section 2. The respective amounts of funds for each and every item or class therein proposed for 2016 are hereby approved by the City Council of Sherwood, Arkansas, and are hereby authorized and appropriated for the purposes therein set forth for the calendar year ending December 31, 2016.

Section 3. The appropriation was prepared by reason of the fact that the City of Sherwood adopts an annual Franchise Fund Budget beginning January 1, and ending December 31, of each year in order to operate the City Government.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. If any part or parts of this ordinance are declared void or unconstitutional for any reason, it shall not affect the remaining parts of this ordinance.

Section 6. Now, therefore, an emergency is hereby declared to exist; and this ordinance, being necessary for the preservation of public peace, health, and safety, shall take effect and be in force immediately upon its passage and approval.

ADOPTED on this ___ day of _____ 2015.

_____
Virginia R. Young, Mayor

ATTEST:

_____
Angela Nicholson, City Clerk

APPROVED AS TO FORM:

_____
Stephen Cobb, City Attorney

	A	B	C	D	E
1			CITY OF SHERWOOD, ARKANSAS		
2			FRANCHISE FUND		
3			2016 ESTIMATED REVENUE WORKSHEET		
4					
5		**REVENUE**	ESTIMATED	BUDGET	ESTIMATED
6			2015	2015	2016
7					
8	51304-022	FRANCHISE FUND REVENUE	2,141,827	2,141,827	2,143,800
9			-	-	-
10			-	-	-
11					
12		**TOTAL FRANCHISE FUND**	**2,141,827**	**2,141,827**	**2,143,800**
13					
14					
15		**DISBURSEMENTS**	ESTIMATED	BUDGET	ESTIMATED
16			2015	2015	2016
17					
18	71200-022	GREENS @ NHP LEASE PMTS	441,827	441,827	443,800
19	51304-022	TRANSFER TO GENERAL FUND	1,700,000	1,700,000	1,700,000
20					
21					
22					
23					
24					
25			-	-	-
26					
27		**TOTAL DISBURSEMENTS**	**2,141,827**	**2,141,827**	**2,143,800**

RESOLUTION NO. _____

A RESOLUTION APPROVING THE SETTLEMENT OF THE COMCAST AUDIT AND APPROVAL OF THE NEW FRANCHISE AGREEMENT

WHEREAS; The City of Sherwood, Arkansas, obtained an audit of Comcast payments to the City, and the audit revealed monies owed to the City, and

WHEREAS; Comcast presented an offer to the City to include a compromised payment, a new franchise agreement and a requirement that the City conduct similar audits of Comcast competitors, and

WHEREAS; The City offered a counter-proposal wherein the City would agree to the compromised amount of payment and new franchise agreement but declined the required competitor audit, and whereas Comcast has agreed to those terms.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF SHERWOOD, ARKANSAS

Section 1. The Mayor is authorized to execute approval of the settlement agreement between the City and Comcast.

Section 2. The Mayor is authorized to execute the new Comcast Franchise Agreement of behalf of the City.

ADOPTED on this ___ day of **December 2015.**

_____
Virginia R. Young, Mayor

ATTEST:

_____
Angela Nicholson, City Clerk

APPROVED AS TO FORM:

_____
Stephen Cobb, City Attorney

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (this "Agreement") is made and executed as of the ____ day of _____, 2015 (the "Effective Date"), by and between the City of Sherwood, Arkansas (the "City") and Comcast of Arkansas, Inc., formerly known as Comcast Cablevision of Arkansas, Inc. ("Comcast"). The City and Comcast agree as follows:

1. Within thirty (30) days of execution by both parties of this Agreement and a new Franchise Agreement for the provision of cable services within the City of Sherwood, and in full satisfaction of any amounts that may be due and owing to the City arising from Comcast's payment of franchise fees or any amounts due to the City under the parties' December 12, 2000 Franchise Agreement, whether known or unknown, through the Effective Date, Comcast will pay to the City the sum of Thirty-Four Thousand Two Hundred Dollars ($34,200.00). The City acknowledges that Comcast has the right to pass this settlement amount through to subscribers in the City of Sherwood, Arkansas.

2. The City and its subdivisions, departments, agencies, affiliates, successors, and assigns (collectively, the "Releasors"), hereby release and forever discharge Comcast, its parents, subsidiaries, and affiliates, and their respective officers, directors, partners, principals, employees, agents, representatives, successors, and assigns (collectively, the "Releasees"), of and from any and all debts, demands, actions, causes of action, manner of actions, suits, accounts, dues, covenants, agreements, judgments, controversies, damages, and any and all claims, demands, and liabilities of any nature whatsoever, both at law and in equity, whether known or unknown, which the Releasors, or any of them, have as of the date hereof, may ever have had or hereafter may have against Releasees, or any of them, including, but not limited to, matters, dealings or transactions related to or arising out of the parties' December 12, 2000 Franchise Agreement through the Effective Date.

3. This Agreement is the product of negotiations between the parties in resolution of a dispute. This Agreement is not, and shall not be deemed to be, an admission or acknowledgment of any liability on the part of either party with respect to the subject matter hereof.

4. This Agreement is the entire agreement between the parties relating to the subject matter hereof and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever.

5. This Agreement shall not be subject to any claim of mistake of fact, fraud, duress or deception, and the parties hereto expressly waive any and all such claims.

[SIGNATURES ON NEXT PAGE]

AGREED TO AND ACKNOWLEDGED BY:

City of Sherwood, Arkansas

By: _____

Its: _____

Date: _____

Comcast of Arkansas, Inc.

By: _____

Its: _____

Date: _____

Franchise Agreement

between the

City of Sherwood, Arkansas

and

Comcast of Arkansas, Inc.

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AGREEMENT

This ***AGREEMENT*** is effective as of the ____ day of _____, 2015 (the "Effective Date"), and is between the City of Sherwood, Arkansas, an incorporated Arkansas city (the "Franchising Authority" or the "City"), and Comcast of Arkansas, Inc., whose principal place of business is located at ~~2925 Courtyards Drive~~6200 The Corners Parkway, Suite 200, Norcross, Georgia 3009~~27~~1 (the "Company"). For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in Appendix A.

The Franchising Authority, having determined that the financial, legal, and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community and that, as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement, desires to enter into this Agreement with the Company for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1
GRANT OF AUTHORITY

1.1 Grant of Franchise. The Franchising Authority hereby grants under the Cable Act a nonexclusive franchise (the "Franchise") to occupy and use the Streets within the Franchise Area in order to construct operate, maintain, upgrade, repair, and remove the Cable System, and provide Cable Services through the Cable System, subject to the terms and conditions of this Agreement. This Franchise authorizes Cable Service only, and it does not grant or prohibit the right(s) of the Company to provide other services.

1.2 Term of Franchise. This Franchise shall be in effect for a period of ten (10) years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 Renewal. Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority's right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above, in the event of any conflict between this Agreement and any code or ordinance adopted by the Franchising Authority, the terms and conditions of this Agreement shall prevail.

1.5 Competitive Equity and Subsequent Action Provisions.

1.5.1 Purposes. The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to City residents; and changes in the scope and application of the traditional regulatory framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to City residents; promote local communications infrastructure investments and economic opportunities in the City; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this Section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this Section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. "Materially equivalent" provisions include but are not limited to: franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.

1.5.2 Fair Terms for All Providers. Notwithstanding any other provision of this Agreement or any other provision of law,

(a) If any VSP or CSP enters into any agreement with the Franchising Authority to provide Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and the Company, upon written request of the Company, will use best efforts in good faith to negotiate the Company's proposed Franchise modifications, and such negotiation will proceed and conclude within sixty (60) days, unless that period is reduced or extended by mutual agreement of the parties. If the Franchising Authority and the Company agree to Franchise modifications pursuant to such negotiations, then the Franchising Authority shall amend this Agreement to include the modifications.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area.

(b) Following the Franchise modification negotiations provided for in Section 1.5.2(a), if the Franchising Authority and the Company fail to reach agreement in such negotiations, the Company may, at its option, elect to replace this Agreement by opting in to the same franchise agreement or other lawful authorization that the Franchising Authority has granted to the new VSP or CSP. If the Company so elects, the Franchising Authority shall adopt the Company's replacement agreement at the next regularly scheduled city council meeting.

(c) The Franchising Authority shall at all times enforce the state and federal ban on providing Cable Service without a franchise. The Franchising Authority's enforcement efforts shall be continuous and diligent throughout the term of this Agreement. Should the Franchising Authority not commence enforcement efforts within sixty (60) days of becoming aware of a VSP or CSP providing Video Service or Cable Service within the Franchise Area, the Company shall have the right to petition the Franchising Authority for the relief provided in Section 1.5.2 above.

(d) This Section 1.5.2 shall not apply for VSPs or CSPs providing Video Service or Cable Service in the Franchise Area under the authorization of the Arkansas Video Service Act (A.C.A. § 23-19-201, *et seq.*).

1.5.3 Subsequent Change in Law. If there is a change in federal, state, or local law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon the written request and at the option of the Company, the Franchising Authority shall: (i) permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area. The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60) days after the Company submits a written request to the Franchising Authority. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed amended as initially requested by the Company under this Section 1.5.3. Notwithstanding any provision of law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise its rights under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed law goes into effect.

1.5.4 Effect on This Agreement. Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this Section 1.5 shall supersede this Agreement.

SECTION 2
THE CABLE SYSTEM

2.1 The System and Its Operations.

2.1.1 Service Area. As of the Effective Date, the Company operates a Cable System within the Franchise Area.

2.1.2 System. As of the Effective Date, the Company maintains and operates a Cable System capable of providing over 250 Channels of Video Programming, which Channels may be delivered by analog, digital, or other transmission technologies, at the sole discretion of the Company.

2.1.3 System Technical Standards. Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including but not limited to Section 624A of the Cable Act (47 U.S.C. § 544a) and 47 C.F.R. § 76.630, as may be amended from time to time.

2.1.4 Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.

2.2 Requirements with Respect to Work on the System.

2.2.1 General Requirements. The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets. To the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

2.2.2 Protection of Underground Utilities. Both the Company and the Franchising Authority shall comply with the Arkansas Underground Facilities Damage Prevention Act (A.C.A. § 14-271-101, *et seq.*), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

2.3 Permits and General Obligations.

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The Franchising Authority shall not charge the Company, and the Company shall not be required to pay, any fee or charge for the issuance of permits, licenses, or other

approvals, as such payments are included in the franchise fees described in Section 4 below. The issuance of permits, licenses, or other approvals shall not be unreasonably delayed or withheld by the Franchising Authority. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough, and reliable manner using materials of good and durable quality. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The parties agree that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company will thereafter be required to comply with those regulations.

2.4 Conditions on Street Occupancy.

2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least ninety (90) days' advance written notice from the Franchising Authority and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with the new grades or lines. If public funds are available to any Person using the Street for the purpose of defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other utility be so compensated as a result of a required protection, alteration, or relocation of its facilities. Notwithstanding the above, the Company shall not be liable for the cost of protecting, altering, or relocating facilities, aerial or underground, where such work is required to accommodate a streetscape, sidewalk, or private development project.

2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90) days without the prior agreement of the Franchising Authority.

2.4.3 Restoration of Streets. If in connection with construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street, the Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in the Arkansas State Highway Commission's Utility

Accommodation Policy. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten (10) business days' advance written notice and a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

2.4.4 Trimming of Trees and Shrubbery. The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment, the cost of which trimming shall not be borne by the Franchising Authority.

2.4.5 Aerial and Underground Construction. If at the time of Cable System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Cable System's transmission and distribution facilities underground. At the time of Cable System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed underground, the Company shall likewise place its facilities underground, subject to the provisions of Section 2.4.1. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this Section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

2.4.6 Use of Existing Poles. Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles.

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written notice of such change, including an updated map and an electronic list of all addresses in the Franchise Area. The Company shall not be required to pay franchise fees on gross revenues earned from Subscribers in annexed areas until sixty (60) days after receiving such notice.

SECTION 3
CUSTOMER SERVICE

Customer Service. The Company shall comply in all respects with the requirements set forth in Appendix B. Individual violations of those requirements do not constitute a breach of this Agreement.

SECTION 4
COMPENSATION AND OTHER PAYMENTS

4.1 Compensation to the Franchising Authority. As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this Section 4.1.

4.1.1 Franchise Fees—Amount. The Company shall pay to the Franchising Authority franchise fees in an amount equal to five percent (5%) of Gross Revenues derived from the operation of the Cable System to provide Cable Services in the Franchise Area.

4.1.2 Franchise Fees—Payment. Payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement.

4.1.3 Company to Submit Franchise Fee Report. The Company shall submit to the Franchising Authority, not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.

4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place at a location, in the State of Arkansas, determined by the Company. The Franchising Authority is prohibited from removing any records, files, spreadsheets, or any other documents from the site of the audit. In the event that the Franchising Authority takes notes of any documents, records, or files of the Company for use in the preparation of an audit report, all notes shall be returned to the Company upon completion of the audit. The audit period shall be limited to three (3) years preceding the end of the quarter of the most recent payment. Once the Company has provided information for an audit with respect to any period, regardless of whether the audit was completed, that period shall not again be the subject of any audit.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out of pocket costs for attorneys, accountants, and other consultants. The Franchising Authority

shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 Payments Not to Be Set Off Against Taxes or Vice Versa. The parties agree that the compensation and other payments to be made pursuant to this Section 4 are not a tax and are not in the nature of a tax. The Company and the Franchising Authority further agree that franchise fee payments required under Section 4.1.1 shall be in lieu of any permit fees, business license fees, and occupational license fees as are or may be required by the Franchising Authority. The Franchising Authority and the Company further agree that no additional taxes, licenses, fees, surcharges, or other assessments shall be assessed on the Company related to the provision of services or the operation of the Cable System, nor shall the Franchising Authority levy any other tax, license, fee, or assessment on the Company or its Subscribers that is not generally imposed and applicable to a majority of all other businesses.

4.3 Interest on Late Payments. If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month.

4.4 Service to Governmental and Institutional Facilities.

4.4.1 Complimentary Installation and Service. The Company shall, within thirty (30) days of receipt of a written request by the Franchising Authority, provide complimentary standard installation and complimentary Basic Service on one outlet for each public primary or secondary school and public library located within the Franchise Area no more than one hundred twenty-five (125) feet from the nearest point of connection to the distribution plant. If a public primary or secondary school or public library within the Franchise Area is located more than one hundred twenty-five (125) feet from the nearest point of connection to the distribution plant, the Company shall, within thirty (30) days of receipt of a written request from the Franchising Authority, provide a written estimate for the cost of extending the distribution plant to the school or library, as well as any necessary interior wiring costs.

4.4.2 Government Discounts. The Company may provide a government discount rate if the Franchising Authority requests additional outlets at a public school or public library or requests Cable Service to any other government facility within the Franchise Area.

SECTION 5
COMPLIANCE REPORTS

5.1 Compliance. The Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement and all material laws, rules, and ordinances of the Franchising Authority.

5.2 Reports. Upon written request by the Franchising Authority and subject to Section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

5.4 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Arkansas Freedom of Information Act (A.C.A. § 25-19-101, *et seq.*) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including but not limited to a request under the Arkansas Freedom of Information Act, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 9.6 of this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records, including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information.

5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Company shall have no liability nor shall it be required to provide indemnification to the Franchising Authority for its use of the Emergency Alert System.

SECTION 6
ENFORCEMENT

6.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance ("Violation Notice").

6.2 Company's Right to Cure or Respond. The Company shall have thirty (30) days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 Hearing. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority's governing body shall schedule a hearing if it intends to continue its investigation into the matter. The Franchising Authority shall provide the Company at least thirty (30) days' prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

6.4 Enforcement. Subject to applicable federal and state law, if after the hearing provided for in Section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may

(a) seek specific performance;

(b) commence an action at law for monetary damages or seek other equitable relief; or

(c) in the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 below.

6.5 Revocation.

6.5.1 After the hearing and determination provided for in Section 6.3 and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company's response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least thirty (30) days' prior written notice of the public hearing, specifying the time and place of the hearing and stating the Franchising Authority's intent to revoke the Franchise.

6.5.2 At the public hearing, the Company shall be permitted to state its position on the matter, present evidence, and question witnesses, after which the Franchising Authority's governing board shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review *de novo* the decision of the Franchising Authority's governing board. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.5.3 Notwithstanding the provisions of this Section 6, the Company does not waive any of its rights under federal law or regulation.

SECTION 7
ASSIGNMENTS AND OTHER TRANSFERS

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within forty-five (45) days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

(a) an affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way and specifically including the Arkansas Underground Facilities Damage Prevention Act (A.C.A. § 14-271-101, et seq.);

(b) a description of the transferee's service area; and

(c) the location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

SECTION 8
INSURANCE AND INDEMNITY

8.1 Insurance.

8.1.1 Liability Insurance. Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Arkansas with a rating of not less than "A minus," and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of One Million Dollars ($1,000,000.00) for bodily injury or death of any one person, One Million Dollars ($1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars ($1,000,000.00) for property damage resulting from any one accident. The policy or policies shall not be canceled except upon thirty (30) days' prior written notice of cancellation to the City.

8.1.2 Workers' Compensation. The Company shall ensure its compliance with the Arkansas Workers' Compensation Law.

8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company's construction, operation, maintenance, or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs,

provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

8.3 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

SECTION 9
MISCELLANEOUS

9.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

9.2 Appendices. The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

9.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledge that they will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

9.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of the City of Sherwood, Arkansas.

9.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including, without limitation, all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company. All ordinances or parts of ordinances or other

agreements between the Company and the Franchising Authority that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

9.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid, or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:
City of Sherwood
Attn: Mayor
2199 East Kiehl Avenue
Sherwood, AR 72120

COMPANY:
Comcast of Arkansas, Inc.
Attn: Vice President, External Affairs
~~2925 Courtyards Drive~~6200 The Corners Parkway, Suite 200
Norcross, GA 3009~~271~~

With a copy to:
Comcast Cable Communications
Attn: Vice President, Government Affairs
600 Galleria Parkway, Suite 1100
Atlanta, GA 30339

And:
Comcast Cable Communications
Attn: Legal Dept.
One Comcast Center
Philadelphia, PA 19103

9.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

9.7.1 Organization, Standing, and Authorization. The Company is a corporation validly existing and in good standing under the laws of the State of Delaware and is duly authorized to do business in the State of Arkansas and in the Franchise Area.

9.7.2 Compliance with Law. The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

9.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material

properties, assets, and equipment of the Cable System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

9.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

9.10 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including, without limitation, the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including, without limitation, the rights and remedies set forth in Section 6 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

9.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

9.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

9.13 Governing Law. This Agreement shall be deemed to be executed in the City of Sherwood, State of Arkansas, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Arkansas, as applicable to contracts entered into and to be performed entirely within that state.

9.14 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Arkansas ("Federal Court") or in a court of the State of Arkansas of appropriate jurisdiction ("Arkansas State Court"). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Arkansas State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 9.6, or to such other address as the Company may provide to the Franchising Authority in writing.

9.15 Modification. The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this

Agreement. No provision of this Agreement nor any Appendix to this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

9.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company's capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this Section 9.16.

9.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words "reasonable," "good faith," or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

9.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

9.19 No Third Party Beneficiaries. Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the City Council of said Franchising Authority, has caused the corporate name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed, and the Company, the party of the second part, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

City of Sherwood, Arkansas

By: _____
Name: _____
Title: Mayor
(Seal)

Attest: _____

Date: _____

Comcast of Arkansas, Inc.

By: _____
Name: _____
Title: _____

Attest: _____

Date: _____

APPENDIX A
DEFINED TERMS

For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

"**Agreement**" means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

"**Basic Service**" means any service tier that includes the retransmission of local television broadcast Signals and any equipment or installation used in connection with Basic Service.

"**Cable Act**" means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 521, *et seq.*

"**Cable Service**" means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. "Cable Service" does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).

"**Cable Service Provider**" or "**CSP**" means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"**Cable System**" means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but "Cable System" does not include:

(A) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations;

(B) a facility that serves Subscribers without using any public right-of-way as defined herein;

(C) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of 47 U.S.C. § 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) an open video system that complies with 47 U.S.C. § 573; or

(E) any facilities of any electric utility used solely for operating its electric utility system.

"**Channel**" means a "cable channel" or "channel" as defined in 47 U.S.C. § 522(4).

"**Company**" means Comcast of Arkansas, Inc., a corporation validly existing under the laws of the State of Delaware, whose principal place of business is located at ~~2925 Courtyards Drive~~6200 The Corners Parkway, Suite 200, Norcross, Georgia 3009~~271~~, or lawful successor, transferee, designee, or assignee thereof.

"**FCC**" means the Federal Communications Commission, its designee, or any successor thereto.

"**Franchise Area**" means the incorporated areas of the City of Sherwood, Arkansas, including any areas annexed by the Franchising Authority during the term of the Franchise.

"**Franchising Authority**" means the City of Sherwood, Arkansas, or lawful successor, transferee, designee, or assignee thereof.

"**Gross Revenues**" means all revenues derived from operations of a Cable System to provide Cable Service~~received from Subscribers for the provision of Cable Service or Video Service~~, including franchise fees for Cable Service Providers and Video Service Providers and advertising and home shopping services, and shall be determined in accordance with Generally Accepted Accounting Principles ("GAAP"). Gross Revenues shall not include:

(A) amounts billed and collected as a line item on the Subscriber's bill to recover any taxes, surcharges, or governmental fees that are imposed on or with respect to the services provided or measured by the charges, receipts, or payments therefore; provided, however, that for purposes of this definition of "Gross Revenue," such tax, surcharge, or governmental fee shall not include any ad valorem taxes, net income taxes, or generally applicable business or occupation taxes not measured exclusively as a percentage of the charges, receipts, or payments for services to the extent such charges are passed through as a separate line item on Subscriber's bills;

(B) any revenue not actually received, even if billed, such as bad debt;

(C) any revenue received by any affiliate or any other person in exchange for supplying goods or services used by the provider to provide Cable or Video Programming;

(D) any amounts attributable to refunds, rebates, or discounts;

(E) any revenue from services provided over the network that are associated with or classified as non-Cable or non-Video Services under federal law, including, without limitation, revenues received from telecommunications services,

information services other than Cable or Video Services, Internet access services, directory or Internet advertising revenue including, without limitation, yellow pages, white pages, banner advertisements, and electronic publishing advertising. Where the sale of any such non-Cable or non-Video Service is bundled with the sale of one or more Cable or Video Services and sold for a single non-itemized price, the term "Gross Revenues" shall include only those revenues that are attributable to Cable or Video Services based on the provider's books and records, such revenues to be allocated in a manner consistent with generally accepted accounting principles;

(F) any revenue from late fees not initially booked as revenues, returned check fees or interest;

(G) any revenue from sales or rental of property, except such property as the Subscriber is required to buy or rent exclusively from the Cable or Video Service Provider to receive Cable or Video Service;

(H) any revenue received from providing or maintaining inside wiring;

(I) any revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, provided the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; or

(J) any amounts attributable to a reimbursement of costs including, but not limited to, the reimbursements by programmers of marketing costs incurred for the promotion or introduction of Video Programming.

"**Person**" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

"**Signal**" means any transmission of radio frequency energy or of optical information.

"**Streets**" means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds, and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

"**Subscriber**" means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

"**Video Programming**" means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

"**Video Service**" means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

"**Video Service Provider**" or "**VSP**" means an entity providing Video Service as defined herein, but does not include a Cable Service Provider.

APPENDIX B
CUSTOMER SERVICE STANDARDS

Code of Federal Regulations
Title 47, Volume 4, Parts 70 to 79
Revised as of October 1, 1998
From the U.S. Government Printing Office via GPO Access
47 C.F.R. § 76.309
Page 561–63

TITLE 47—TELECOMMUNICATION
CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION
PART 76—CABLE TELEVISION SERVICE
Subpart H—General Operating Requirements

§ 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Notifications to subscribers—

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing—

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) Normal business hours—The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions—The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption—The term "service interruption" means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996]

RESOLUTION NO. _____

A RESOLUTION RE-APPOINTING AND APPOINTING INDIVIDUALS TO VARIOUS BOARDS, COMMISSIONS, OR COMMITTEES

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

The following person(s) are appointed to serve on the following boards, commissions, or committees for the term as set forth:

CENTRAL AR LIBRARY SYSTEMS (CALS)

Mike Berg (re-appointed) Term to expire: **12/31/2018**

PARKS AND RECREATION COMMITTEE

Janet Ketzscher (re-appointed) Term to expire: **12/31/2020**

SHERWOOD PUBLIC FACILITIES BOARD/BUILDING AUTHORITY

Bob Franks (re-appointed) Term to expire: **9/30/2016**

SHERWOOD EMPLOYEE RETIREMENT BOARD

Jon Jenkins (re-appointed) Term to expire: **12/31/2020**
Blake Calloway (newly appointed) Term to expire: **12/31/2016**

SHERWOOD SENIOR CITIZEN CENTER

Jean Harrison (re-appointed) Term to expire: **12/31/2016**
Jackie Arnes (re-appointed) Term to expire: **12/31/2016**
Sandy Dial (re-appointed) Term to expire: **12/31/2016**

ADOPTED on this ___ day of **December 2015**.

_____
Virginia R. Young, Mayor

ATTEST:

_____
Angela Nicholson, City Clerk

APPROVED AS TO FORM:

_____
Stephen Cobb, City Attorney

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF REFUNDING REVENUE BONDS BY THE PUBLIC FACILITIES BOARD OF THE CITY OF SHERWOOD, ARKANSAS; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

WHEREAS, pursuant to Ordinance No. 380 adopted November 10, 1978, as amended by Ordinance No. 493 adopted February 22, 1982, and as amended by Ordinance No. 1790 adopted July 28, 2008, the City Council of the City of Sherwood, Arkansas (the "City") created the Public Facilities Board of the City of Sherwood, Arkansas (the "Board"); and

WHEREAS, the Board has heretofore issued its Capital Improvement Revenue Refunding and Improvement Bonds, Series 2010 (the "Series 2010 Bonds"); and

WHEREAS, the proceeds of the Series 2010 Bonds were used (i) to finance the costs of acquiring, constructing and equipping park and recreational improvements, which improvements are located at or near the properties commonly known as the North Hills Country Club (the "Improvements") and (ii) to refund the City's Revenue Note (Recreation Project), Series 2008, which provided temporary financing for a portion the Improvements; and

WHEREAS, the Board has determined that the Series 2010 Bonds should be refunded (the "Refunding"); and

WHEREAS, the Board proposes to issue its Capital Improvement Refunding Revenue Bonds, Series 2016 in a principal amount of not to exceed $6,695,000 (the "Bonds") to accomplish the Refunding, to provide a debt service reserve and to pay costs of issuing the Bonds and accomplishing the Refunding; and

WHEREAS, the Bonds will be special and limited obligations of the Board, secured by a pledge of revenues payable by the City, from franchise fees to be received by the City, pursuant to a Park and Recreational Facilities Lease Agreement (with Pledge of Revenues) between the Board and the City; and

WHEREAS, the City Council has determined that the public purposes for which the Bonds are to be issued serve a proper need; and

WHEREAS, the City Council understands that the Bonds will be treated as having been issued by the City for the purpose of determining whether and to what extent any bonds issued by the City during calendar year 2016 may be designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sherwood, Arkansas:

Section 1. That the issuance of the Bonds by the Board as hereinabove described to accomplish the Refunding is hereby authorized and is in all respects approved.

Section 2. That the City acknowledges that the Board will work with Stephens Inc., as underwriter, and Friday, Eldredge & Clark, LLP, as bond counsel, in connection with the offering and sale of the Bonds.

Section 3. That the provisions of this Resolution are hereby declared to be separable, and if any section, phrase or provision shall for any reason be declared illegal or invalid, such declaration shall not affect the validity of the remainder of this Resolution.

Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. That this Resolution shall be in force and effect immediately upon and after its passage.

ADOPTED on this ___ day of **December 2015**.

Virginia R. Young, Mayor

ATTEST:

Angela Nicholson, City Clerk

APPROVED AS TO FORM:

Stephen Cobb, City Attorney

CERTIFICATE

The undersigned, City Clerk of the City of Sherwood, Arkansas, hereby certifies that the foregoing is a true and compared copy of a Resolution duly adopted by the City Council of the City at its regular meeting place at _____ p.m. on the _____ day of _____, 2015.

_____
City Clerk

(SEAL)