City Council Agenda Items and Contracts, Leases or Agreements

5/15/2012

City Council Meeting Date Agenda Items Only

Submitted By chedule a public hearing to determine if Taxi. N/A Cost of this request	\$ Category / Project B	Convenience and N	Department Necessity should be issued to A Program Category / Project Name	
Taxi.	a Certificate of Public (\$ Category / Project E	Convenience and N		
Taxi.	\$ Category / Project B	·		
	Category / Project E	- Budget	Program Category / Project Name	
	Category / Project E	 Budget	Program Category / Project Name	
	Category / Project E	 Budget	Program Category / Project Name	
	Category / Project E	Budget	Program Category / Project Name	
Cost of this request		Budget	Program Category / Project Name	
	•			
	\$	_		
Account Number	Funds Used to D	Date	Program / Project Category Name	
	\$	**		
Project Number	Remaining Balance		Fund Name	
dgeted Item	Budget Adjustment At	tached		
partment Director Attorney	$\frac{4-27-12}{\text{Date}}$ $\frac{4-27-12}{\text{Date}}$	Previous Ordina Original Contrac Original Contrac		
ance and Internal Services Director	4-27-2012 Date	Received in Cit	94-27-12Á11:49 RCVD	
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m. 11/4	1/2012		<u> </u>	
ef of Staff	<u>4-27-12</u> Date		Fall	
would Indi	_ 4/24/12	Received in Mayor's Office	(4/27112) + H	
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nments:				





CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and Members of the Fayetteville City Council

From: Greg Tabor - Chief of Police

Date: April 27, 2012

Subject: Request for Public Hearing on a Certificate of Public Convenience and Necessity for A to Z Taxi

PROPOSAL:

The council should schedule a public hearing to determine if a Certificate of Public Convenience and Necessity should be issued to A to Z Taxi.

RECOMMENDATION:

City Ordinance §117, article IV governs taxicabs and requires a public hearing to determine if there exists the further need for taxicab service.

The applicant has provided a completed application, proof of insurance and financial statement. The applicant have asked for a permit to operate 1-4 cabs.

BUDGET IMPACT:

None

RESULUTION NO.	DLUTION NO.
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A RESOLUTION GRANTING A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO A TO Z TAXI FOR THE OPERATION OF UP TO FOUR (4) TAXICABS IN THE CITY OF FAYETTEVILLE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby grants a Certificate of Public Convenience and Necessity to A to Z Taxi for the operation of up to four (4) taxicabs in the City of Fayetteville, in accordance with Chapter 117 of the Fayetteville Code of Ordinances.

PASSED and **APPROVED** this 15th day of May, 2012.

APPROVED):	ATTEST:	
By:		By:	
LIONE	LD JORDAN. Mavor	SONDRA E. SI	MITH. City Clerk/Treasure

Lovollay	fila	ACTION OF ACTION
<u>raycucy</u>		THE CITY OF FAYETTEVILLE, ARKANSAS
www.accessfayettevi	leorg	The state of the s
Dev	relanment Services • 125 W. Mour	ntain Street • Fayetteville, AR 72701
	BELEVATION EDEVATOR VETTE V	ingeranderviegenviegenviegen konntraktiven kan state kan state
The state of the s		Now
1	Commercial Industrial Institutio	nal Nonprofit Home Occupation Outdoor/Sidewalk Vendor
Type or Business:	Hotel/Motel Liquor Sales Bar	Restaurant/Food Preparation
Business/Organization Name:	A to Z Taxi	Jackson Pit Rd. Summers Ar. 72169
Street Address:	11792 Donnie.	Jackson Fif No. Jamines 1/11 12121
Mailing Address:	54WIE	479-879-2328
Web Address:		Phone: 7/1 0// 25%
S. J. S. Sumari Danston	Jason Johnson	Primary Contact YES NO
Business Owner/Operator: Street Address:	11792 Donnie Jackso	
Phone:	479-228-0950	Emergency Phone:
E-Mail Address:	2270170	Yahon. Com
Building owners name:	CA MA E	
•		businesses appreted out of the home) In the event of a
a me commente de la compansión de la compa	-6	businesses operated out of the home) In the event of a cling you after hours. Ideally, the first contact person should
police or lire emergency, the li	nose in a short amount of time and have th	Je Vecessary Kéhá ot siguit copas (a cure, are comania.
De Boie to respond to the basis	William Browning	Emergency Phone:
		Emergency Phone: 479-903-3002
2nd Contact Person:	Naci Allen	Citiergancy i monor
Detailed departation of business	ss (a thorough description alds In faster ap	oplication processing): Taxi Service
Detailed occompliant or assure		
Date opened/to open:	1-26-12	-20
# of employees (full time):	. /	TBD # of employees (part time): TBD
# of parking spaces:	11.8	# of handicapped (ADA) spaces: NIA
Square feet of building (total)	· •	Square feet of your space: NA
Previous use of building	· . ! !\	
	apply to your business/organization. If Ye	s, please describe. N/A
Check all of the following that	Does the building have a sprinkler system	m?
I Van I No.	. te there a fire alarm?	•
PP	nater alaca dominated available mater	fals?
TVes TNo	 Is there outdoor storage of materials and 	d/or equipment (
	to the temperate of her metallicent or lodge	Ing?
Yes No	: Is outdoor music or a dance floor propos	sed?
Yes No	: Do you share parking with another busin	1955 f
Yes No	: Is the business an adult establishment u	More City Good Teacher Suppose April 1
ls business:	minority woman veteran	owned ((rordata purposes only)
A CONTRACT OF A SAME	. Mandalama like to be listed on a WSD CIRC	GCOLA L COMPANA Harrier sources through army
Yes No	: Would you like to receive emails with Bl	COLOR STREET AND ADDRESS OF THE STREET AND A
No business or other entity that is	raquired by Chapter 118 of the City code to obta	nin a Business License shall operate without having and displaying at the
hustness a valid and current City	of Fayettevillo Business-Licenso, I hereby certify	(US) Are 800A8 Browning to good and a second a second and
Applicant Name (Print):	ason Johnson	Date: Date:
Applicant Signature:	es	·
The state of the s	<u> </u>	

Certificate of Public Convenience & Necessity Application/Renewal As required to comply with Chapter 117 of the Fayetteville Code of Ordinances

Jason John	1800 11792 Donnie la	ickson Pit Rd. Sumr	ners AR 72169
Applicant Name	1500 11792 Donnie Ja Address	Phone Number	419.228.0750
A TO Z TA	XI	419.819.23 Phone Number	28
Business Location	ie Jackson Pit Road	, Summers, AR	72769
Same Malling Address		- Carlona - Marco - Carlona - Carlon	
Name and address of all or	oprietor, Corporation, LLC) wners, officers and stockholders:		
Jason Joh	uson, 11792 Donnie	e. Le Chicaro Vit Kol	, Surmers, All
		41	
Name of person to whom c	omplaints should be directed:		
Jason John	v-30n		
Financial status of applican	t (Attach financial statement or profit and i	oss statement)	n. Jima Agina asaling Ada

	aid judgments against any of the owners, officers and stockholders and the nature or acts giving rise
n said judge	are no known-judgments affiliated with
	owner, officer or Studentider
Jescribe the	experience of all owners, officers and stockholders in the transportation of passengers:
Exis	Sting Taxi Service Currently in Operation
locas	ted in Siloam Springs.
wrented the run	the you believe tend to prove the necessity of granting a certificate: Ly there is a high demand for taxi services in Fryetkinille with tourists attractions / Special events i.e. University of superring events, Walton Arts Center production, Bikes and BBQ along with wight life on Dickson Street. al is to assist with the high demand for quality taxi es with quick response time, inaddition, we correctly es with quick response time, inaddition, we correctly operation in Silvan Springs and intend to broaden our operation to Silvan Springs and intend to broaden our intend to serve the area per city requirements. Intended how added as needed Minimum Maximum Maximum
	ation of proposed depots and terminals:
•	osed location is the office located at
265	50 S. School Ave. Fayettville, AR 72701 as
Need	ed .

Describe the color scheme or insignia to be used to designate your vehicle:
Black over white
List your days and hours of operation:
24 Hour 7 days per week
i near / crays per to con
List any days you do not propose to provide taxicab service to the general public:
NA
NA
.ist your proposed passenger rate schedule:
Per State regulations and/or specific to City.
St. On W. Harts 4-26-12
Rollice Department Representative Date
James Harter

A TO Z TAXI 11792 Donnie Jackson Pit Road Summers, Arkansas 72769

April 24, 2012

City of Fayetteville Attn: Sgt. J. Harter 100 A West Rock Street Fayetteville, Arkansas 72701

Dear Sergeant Harter:

Please accept this letter as a financial statement on behalf of A TO Z TAXI as per the City of Fayetteville new business application requirements.

A TO Z TAXI, LLC is an Arkansas limited liability company who is in good standing with the State of Arkansas and does not have any liens or judgments against it; furthermore, I am the owner/managing member of the company and I do not have any outstanding liens/judgments against me personally.

Respectfully,

Íason Johnson

Owner/Managing Member

Endorsement #1

GENERAL CHANGE ENDORSEMENT

M-2904 (11/80)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy on the inception date of the policy or on the date shown below.

It is agreed that the policy is changed as follows:

THE NAMED INSURED	INFORMATION	IS AMENDED	TO READ	AS FOLLOWS:
1日と いうかにい いついととい	INFURINATION	IS AMENDED	IU KEMU	AS FULLUWS.

Name and Address:

JASON JOHNSON DBA: A TO Z TAXI 11792 TONNIE JACKSON TITT ROAD

SUMMERS, AR 72769

Business Form:

Individual

Named Insured Description of

TAXI

Additional Premium		\$
Return Premium	\$	

All other terms, conditions and agreements remain unchanged.

Company Name	Policy Number 73 APR 271643
National Liability & Fire Insurance Company	Endorsement Effective 01/25/2012 11:17 AM
Named Insured	Countersigned at
NOSUHOL NOSAL	by

(Authorized Representative)

MOTOR VEHICLE LIABILITY INSURANCE **IDENTIFICATION CARD**

COMPANY NUMBER

COMPANY

73

National Liability & Fire Insurance Company

NAIC No.

POLICY NUMBER 73 APR 271643

EFFECTIVE DATE 01/23/2012 11:39 AM EXPIRATION DATE 01/23/2013 12:01 AM

YEAR 2000

MAKE/MODE **PONTIAC MONTANA** VEHICLE IDENTIFICATION NUMBER

1GMDU03E1YD204318

AGENCY/COMPANY ISSUING

Argenia, LLC

11524 Fairview Road

Little Rock, AR 72212

INSURED JASON JOHNSON DBA: A TO Z TAXI

11792 TONNIE JACKSON TITT ROAD SUMMERS, AR 72769

SEE IMPORTANT NOTICE ON REVERSE SIDE

M-4566a (11/1999)

MOTOR VEHICLE LIABILITY INSURANCE IDENTIFICATION CARD

COMPANY NUMBER 73

COMPANY

National Liability & Fire Insurance Company

NAIC No. 20052

POLICY NUMBER 73 APR 271643

EFFECTIVE DATE 01/23/2012 11:39 AM EXPIRATION DATE 01/23/2013 12:01 AM

YEAR

MAKE/MODE PONTIAC MONTANA VEHICLE IDENTIFICATION NUMBER

1GMDU03E1YD204318

AGENCY/COMPANY ISSUING Argenia, LLC 11524 Fairview Road

Little Rock, AR 72212

2000

JASON JOHNSON DBA: A TO Z TAXI 11792 TONNIE JACKSON TITT ROAD SUMMERS, AR 72769

SEE IMPORTANT NOTICE ON REVERSE SIDE

M-4566a (11/1999)

CUT ALONG-THIS LINE CUT ALONG THIS LINE

THIS CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND

Report All Accidents To:

1-800-356-5750

24 Hour

Toll Free

Claims may also be reported at: claims@nationalindemnity.com

CUT ALONG THIS LINE CUT ALONG THIS LINE

THIS CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND

Report All Accidents To:

1-800-356-5750

24 Hour

Toll Free

Claims may also be reported at: claims@nationalindemnity.com

Endorsement #2

GENERAL CHANGE ENDORSEMENT

M-2904 (11/80)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy on the inception date of the policy or on the date shown below. It is agreed that the policy is changed as follows:

In consideration of an additional premium shown below, the following coverage has been MODIFIED on the policy and hereby modify the Declarations page - NLF

Coverage	Old Limit	New Limit	Coverage	Old Limit	New Limit
Liability	100,000	100,000/300,000/100,000			

The following endorsements and forms are attached and become part of the policy: M 5174 08/2004 Split Liability Limits

							Old Annual Premium			
Veh	Year	Make	Model	VIN	Use	Liab	UM	WIU	Med Pay	PIP
1	2000	PONTIAC	MONTANA	1GMDU03E1YD204318	С	2,720	Incl.	Incl.	391	

		Nev	v Annual Prei	nium			Pro	rated Premiur	n		
Veh #	Liab	UM	MIU	PIP	Med Pay	Liab	UM	UIM	PIP	Med Pay	Subtotal by Vehicle
1	3,098	Incl.*	Incl.		391	376	Incl.*	Incl.			376
1					Subtotal	376					

	Additional Premium \$_376
Pro-Rate Factor: 0.995	Return Premium \$
All other terms, conditions and agreements remain unchanged.	
Company Name National Liability & Fire Insurance Company	Policy Number 73APR271643
The state of the s	Endorsement Effective 01/25/2012 2:57 PM
Named Insured	Countersigned at
JASON JOHNSON	

(Authorized Representative)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPLIT LIABILITY LIMITS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM TRUCKERS COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

	SCHEDULE	
"Bodily Injury" Liability:	\$ 100,000	Each Person
	\$ 300,000	Each "Accident"
Total "Property Damage" Liability and	\$ 100,000	Each "Accident"
"Covered Pollution Cost or Expense":		

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Paragraph C. Limit of Insurance of Section II - Liability Coverage is replaced by the following:

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the limit of insurance is as follows:

- 1. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident", including all damages claimed by any one person or organization for care, loss of services or death resulting from the "bodily injury", is the limit of "Bodily Injury" Liability shown in the Schedule for each person.
- Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" Liability shown in the Schedule for each "accident".
- 3. The most we will pay for the total of all damages resulting from "property damage" and "covered pollution cost or expense" combined caused by any one "accident" is the limit of "Property Damage" Liability and "Covered Pollution Cost or Expense" shown in the Schedule for each "accident".

All "bodily injury", "property damage" and "covered pollution cost or expense", resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

All other terms, conditions and agreements remain unchanged.

Company Name	Policy Number	
· ·	73APR271643	
National Liability & Fire Insurance Company	Endorsement Effective	
	01/25/2012 2:57 PM	
Named Insured	Countersigned at	
JASON JOHNSON	Ву	

(The Attaching Clause needs to be completed only when this endorsement is issued subsequent to preparation of the policy.)

Argenia, LLC P.O. BOX 17370 Little Rock, AR 72222-7370

Bill To: AGT313

Insured: 591934

Agent: AGT313

CSR: ehale

Acct Exc: rvshort

McKinney Agency *

P.O. Box 1069

Fayetteville, AR 72701

Attn:

Submission No: 0690583

INVOICE

Invoice Date:	Invoice Number:	Page:
1/27/2012	117008	1

Insured: A to Z Taxi

DBA: Jason Johnson

INVOICE PAYMENT

Payment Due On: 2/16/2012

Insurance Company:Policy Number:Effective:Expires:National Liability & Fire Insurance73APR2716431/25/20121/23/2013

Type Of Transaction

Line Of Business

ComplD

Amount

Comm(\$)

Net Due

Endorsement - Addl Premium

NLF Business Auto - Liability

RM0006

\$376.00

\$37.60

\$338.40

Amount Invoiced:	Comm %	Commission	Invoice Amount
\$376.00	10	\$37.60	\$338.40

Note:

Agency Bill

ehale

MOTOR VEHICLE LIABILITY INSURANCE **IDENTIFICATION CARD**

COMPANY NUMBER

COMPANY National Liability & Fire Insurance Company

NAIC No.

IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND

24 Hour

THIS CARD MUST BE CARRIED

Report All Accidents To:

1-800-356-5750

Toll Free

EFFECTIVE DATE

20052

POLICY NUMBER

73 APR 271643 01/23/2012 11:39 AM EXPIRATION DATE 01/23/2013 12:01 AM

YEAR 2000

MAKE/MODEL **PONTIAC MONTANA** VEHICLE IDENTIFICATION NUMBER

1GMDU03E1YD204318

AGENCY/COMPANY ISSUING CARD Argenia, LLC

11524 Fairview Road

Little Rock, AR 72212

INSURED

JASON JOHNSON DBA: A TO Z TAXI

11792 DJ PIT RD

SUMMERS, AR 72769

SEE IMPORTANT NOTICE ON REVERSE SIDE

M-4566a (11/1999)

..... CUT ALONG THIS LINE

MOTOR VEHICLE LIABILITY INSURANCE **IDENTIFICATION CARD**

COMPANY NUMBER 73

COMPANY

NAIC No.

20052

National Liability & Fire Insurance Company

POLICY NUMBER 73 APR 271643 EFFECTIVE DATE 01/23/2012 11:39 AM EXPIRATION DATE 01/23/2013 12:01 AM

YEAR 2000

MAKE/MODEL PONTIAC MONTANA VEHICLE IDENTIFICATION NUMBER

1GMDU03E1YD204318

AGENCY/COMPANY ISSUING CARD

Argenia, LLC 11524 Fairview Road

Little Rock, AR 72212

INSURED

M-4566a (11/1999)

JASON JOHNSON DBA: A TO Z TAXI

11792 DJ PIT RD

SUMMERS, AR 72769

SEE IMPORTANT NOTICE ON REVERSE SIDE

CUT ALONG THIS LINE

Claims may also be reported at:

claims@nationalindemnity.com

THIS CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND

Report All Accidents To:

1-800-356-5750

24 Hour

Toll Free

Claims may also be reported at: claims@nationalindemnity.com

CUT ALONG THIS LINE CUT ALONG THIS LINE

National Liability & Fire Insurance Company

A STOCK COMPANY

COMMERCIAL POLICY

Report <u>ALL</u> Accidents To:

1-800-356-5750

24 Hour

Toll Free

IMPORTANT NOTICE TO AUTOMOBILE POLICYHOLDERS

If any new or replacement drivers are hired during the term of this policy, notify the company immediately. Failure to do so may result in termination of your policy.

THESE POLICY PROVISIONS WITH THE DECLARATIONS PAGE, COVERAGE FORM AND ENDORSEMENTS, IF ANY, COMPLETE THIS POLICY. THIS POLICY IS A LEGAL CONTRACT BETWEEN THE POLICY OWNER AND THE COMPANY.

READ YOUR POLICY CAREFULLY

COMMON POLICY CONDITIONS

All Coverages included in this policy are subject to the following conditions:

A. CANCELLATION

- The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - to days before the effective date of cancellation if we cancel for any other reason
- We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- Notice of cancellation will state the effective date of cancellation. The policy period will end on that date at 12:01 a.m. unless another time is stated on the cancellation notice.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

- 1. Make inspections and surveys at any time;
- Give you reports on the condition we find; and
- 3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- 1. Are safe or healthful; or
- Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. PREMIUMS

The first Named Insured shown in the Declarations:

- Is responsible for the payment of all premiums; and
- Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

- 1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom.
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishings by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "Special nuclear material" or "by-product material":

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

IL 09 09 03 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS NOTICE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
PERSONAL AUTO POLICY PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

The following statement is added to the policy:

IN THE REPAIR OF YOUR COVERED MOTOR VEHICLE UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, WE MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE, AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.

NEW RENEWAL OF NUMBER

NATIONAL LIABILITY & FIRE INSURANCE COMPANY STAMFORD, CONNECTICUT BUSINESS AUTO COVERAGE DECLARATIONS

☐ The Declarations include a second part designated "Part 2"

GA Code:

N03001

73 APR 271643
ITEM ONE NAMED INSURED & ADDRESS

JASON JOHNSON DBA: A TO Z TAXI 11792 DJ PIT RD SUMMERS, AR 72769

FORM OF NAMED INSURED'S BUSINESS:

Individual

NAMED INSURED'S BUSINESS:

TAXI

POLICY PERIOD: Policy covers FROM

01/23/2012 11:39 AM

01/23/2013

12:01 A.M. Standard Time at the Named

Insured's Address stated above.

ITEM TWO — SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Socion of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT OF INSURANCE THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS					Pf	REMIUM
LIABILITY	7	\$		1	100,000 C	SL	\$	2,720
PERSONAL INJURY PROTECTION (P.I.P.) (or equivalent No-fault coverage)		SEPARATELY STA \$	EPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS Deductible			\$		
ADDED P.I.P. (or equivalent added No-fault		SEPARATELY STA	PARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT			\$		
PROPERTY PROTECTION INSURANCE (P.P.I.) (Michigan only)		SEPARATELY STA	EPARATELY STATED IN THE P.P.I. ENDORSEMENT MINUS Deductible FOR EACH ACCIDENT				\$	
AUTO MEDICAL PAYMENTS	7	\$	5,000			\$	391	
UNINSURED MOTORISTS	10	\$	100,000 CSL (BI/PD)			\$	231	
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists	10	\$	100,000 CSL (BI Only)			\$	204	
PHYSICAL DAMAGE INSURANCE			11 1 1111					
COMPREHENSIVE COVERAGE		ACTUAL CASH VALUE OR	\$		Dedu	ctible FOR EACH COVERED AUTO	\$	
SPECIFIED CAUSES OF LOSS		COST OF REPAIR OR REPLACEMENT	\$		Dedu	ctible FOR EACH COVERED AUTO	\$	
COLLISION COVERAGE		WHICHEVER IS LESS MINUS	\$		Dedu	ctible FOR EACH COVERED AUTO	\$	
TOWING AND LABOR		\$		Dedu	ctible FOR E	ACH COVERED AUTO	\$	
FORMS AND ENDORSEMENTS CONTAINED	IN THIS POLICY AT ITS	INCEPTION			PREMIUM	FOR ENDORSEMENTS	\$	
See M4572 (12/1994)					ESTIMATE	ED TOTAL PREMIUM	\$	3,546
ENTER SYMBOL 10 DESCRIPTION HERE: Only those autos described in Ite	m Three of the Dec	larations with I	_iabilit	y premiur	n shown.			
POLICY SUBJECT TO A FULLY EARNED POL	ICYWRITING MINIMUM F	PREMIUM OF \$			0	IF CANCELLED BY THE INSU	RED.	
ITEM THREE — SCHEDULE OF COVERED AU	TOS AS ATT	ACHED						

Countersigned at	Argenia, LLC Little Rock, AR	Ву	**************************************
In Mitmoon where	F we have sought this policy to be executed and attested		AUTHORIZED SIGNATURE

III Withess whereof, we have caused this policy to be executed and differen

rest Delle

President

Small & Must

01/24/2012 15:21 E92F66CC-F948-49EC-9E03-03E8DD72C368

Secretary

SCHEDULE OF FORMS AND ENDORSEMENTS AT POLICY INCEPTION

POLICY#

73 APR 271643

INSURED

JASON JOHNSON

FF	FE	CT	IVE	

01/23/2012 11:39 AM

M 4600a	04/2003	Commercial Policy Jacket
IL 0909	03/1998	Arkansas notice
NLF 4489c	07/2006	Business Auto Coverage Declarations
M 4572	12/1994	Schedule of Forms and Endorsements at Policy Inception
M 5171	06/2004	Schedule of Covered Autos
CA 0001	03/2006	Business Auto Coverage Form
CA 2108	03/2006	Arkansas Uninsured Motorists Coverage
CA 2166	03/2006	Arkansas Uninsured Motorists Coverage - Property Damage
CA 3128	03/2006	Arkansas Underinsured Motorists Coverage
M 5644	09/2011	Arkansas Underinsured Motorists Coverage Amendatory Endorsement
M 4487	04/1994	Auto Medical Payments Coverage
CA 0162	10/2007	Arkansas Changes
M 5007a	10/2009	Arkansas Policyholders Important Notice
CA 2402	12/1993	Public Transportation Autos
IL 0231	09/2008	Arkansas Changes - Cancellation
M 3920	03/1988	Punitive Damage Exclusion Duty to Defend Amendment
M 4803	02/1998	Abuse or Molestation Exclusion

SCHEDULE OF COVERED AUTOS

M-5171 (06/2004)

POLICY NUMBER: 73 APR 271643

EFFECTIVE DATE: 01/23/2012 11:39 AM

NAMED INSURED: JASON JOHNSON

Policy-Level Coverages	The premium charge for Uninsured and Underinsured Motorist Coverage is a policy
Uninsured Motorist Coverage:	charge; separate premium charges are not made for individual covered autos.
Underinsured Motorist Coverage:	·
Other:	

	Year	Make & Model	VIN <u>.</u>	*Use (C/S/R)	Radius	Garaging Territory	Garaging City, State	GVW Seating	or Cap.
Vehicle#	Liability Premium	Medical Payments Premium	Personal Injury Protection Premium	Additio	nal Insured F	Premium	In-Tow Premium	Cargo Premiu	um
	Stated Limit or ACV	Specified Causes (S) or Comprehensive (C)	Specified Causes or Comprehensive Premium	Specified Causes or Comprehensive Deductible		Collision Premium	T	Collision Deductible	
1	2000	PONTIAC MONTANA	1GMDU03E1YD204318	С	100 Miles	3	SILOAM SPRINGS, AR		7 Se
	2,720	391			<u> </u>	L			
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