

RESOLUTION NO. R-85-30

WHEREAS, the Faulkner County Quorum Court has expressed its need for additional revenues by calling for a special election on October 29th, 1985 for the adoption of a county-wide one cent sales tax; and

WHEREAS, if this county-wide tax proposal passes, the tax will be collected within the City of Conway and will result in additional revenues for the city of approximately \$1,055,000; and

WHEREAS, this \$1,055,000 would be excess to the present revenues to the City of Conway; and

WHEREAS, the City Council of the City of Conway, Arkansas wishes to inform the citizens of Conway of proposed uses of this additional revenue and to assist the voters of Conway in making an informed decision concerning their vote on the county-wide sales tax proposal.

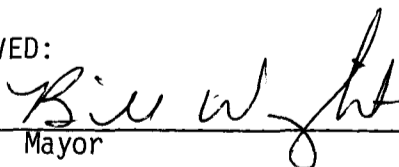
BE IT THEREFORE RESOLVED that any revenues from a county-wide sales tax would be applied to the following three year program in the following approximate amounts:

1. Reduction of the residential garbage fee by \$1.75 (\$170,000)
2. Reduction in the city tax and franchise tax on utilities (\$104,000)
3. Fund a transportation system for elderly citizens in Conway (\$50,000)
4. Reduction of use fees at Beaverfork Lake for Conway residents (\$10,000)
5. Program to upgrade parks system (\$50,000)
6. Accelerated drainage program (\$100,000)
7. Accelerated Street Improvement program (\$250,000)
8. Downtown improvements to sidewalks, drainage ditches, and city property (\$100,000)
9. To meet anticipated growth in landfill expenses (\$50,000)
10. Contribute to general fund (\$171,000)

BE IT FURTHER RESOLVED that should Federal Revenue Sharing be reduced or eliminated during this three year period the above programs would be adjusted accordingly.

PASSED this 8th day of October, 1985.

APPROVED:



Mayor

ATTEST:



City Clerk

L E A S E

WHEREAS, The Conway Junior Auxiliary, Inc. is the owner of certain lands in the City of Conway, Arkansas, on which it has heretofore placed and erected valuable playground equipment, and it is the desire of such corporation that said lands and equipment be utilized as a playground facility for the youth of this community; and

WHEREAS, the members of the Conway Junior Auxiliary, Inc., realize and acknowledge that they lack the experienced personnel to properly operate a playground facility but the City of Conway Parks and Recreation Department does have such personnel and can properly operate said playground as a part of the City's Parks and Recreation program:

NOW, THEREFORE, the following contract and lease is this day made and entered into by and between Conway Junior Auxiliary, Inc., hereinafter designated as Lessor, and the Parks and Recreation Department, of the City of Conway, Arkansas, hereinafter designated as Lessee, WITNESSETH:

For the consideration and upon the terms and conditions hereinafter set forth Lessor does hereby lease to Lessee the following real property owned by Lessor and situated in the City of Conway, Faulkner County, Arkansas, to-wit:

Lots One(1), Two (2) and Three (3), Block Sixty-three (63), Boulevard Addition to the City of Conway, Arkansas, together with the recreational and playground equipment situated thereon;

for a term of Five (5) years beginning on the 1st day of August,

1985, and ending on the 31st day of July, 1990.

For the rent of such property Lessee agrees that it will pay to Lessor the sum of \$1.00 and that it will assume and take possession of said premises and that it will operate and supervise the operation of the same as a recreational park and as an integral part of the parks and recreation system and facilities of the City of Conway. Lessee further agrees that it will care for and maintain said premises and the said equipment thereon and that upon the expiration of this lease it will peaceably surrender to Lessor the possession of all of such property, together with all improvements or additions thereto.

Should Lessee fail or refuse to perform the covenants and agreements made by it hereunder Lessor shall have the right to require compliance by Lessee by appropriate proceedings, or it may, at Lessor's sole option, cancel and annul this lease and take immediate possession of said property, together with any and all improvements or additions made thereto which shall be and become the sole and absolute property of Lessor.

This lease shall not be assigned nor the premises sublet by Lessee without the written consent of Lessor to such assignment or subletting being first endorsed hereon.

EXECUTED IN DUPLICATE this 8th day of October ~~July~~ 1985.

CONWAY JUNIOR AUXILIARY, INC.

By Susan Salter
Its President

And by Nancy Moir
Its Secretary

THE CITY OF CONWAY, ARKANSAS

By Bill Wright
Its Mayor

And by Martha Hartwick
Its City Clerk