

Aldermen

Mayor Tab Townsell

City Attorney Michael Murphy

City Clerk/Treasurer Michael O. Garrett



Ward 1 Position 1 – Andy Hawkins  
Ward 1 Position 2 – David Grimes  
Ward 2 Position 1 – Mark Vaught  
Ward 2 Position 2 – Shelley Mehl  
Ward 3 Position 1 – John Thompson  
Ward 3 Position 2 – Mary Smith  
Ward 4 Position 1 – Theodore Jones, Jr.  
Ward 4 Position 2 – Shelia Whitmore

City of Conway, Arkansas

5:30pm -- Committee Meeting:

*Presentation by Johanson Group Consulting:*

*"Comprehensive Salary Survey"*

6:30pm -- City Council Meeting

Courtroom in District Court Building

810 Parkway, Conway, AR 72034

September 23<sup>rd</sup>, 2008

**1. Call to Order**

**2. Roll Call**

**3. Minutes: September 9<sup>th</sup>, 2008**

**4. Recognition of Guests: *Employee Service Awards***

**5. Public Hearings:**

- A. Public hearing to discuss the issuance of franchise revenue improvement bonds for the City of Conway.

**6. Report of Standing Committees:**

**A. Economic Development Committee (Airport, Conway Corporation, CDC, Downtown Partnership)**

1. Ordinance entering into a franchise agreement with AT&T for video services within the City of Conway.
2. Ordinance to grant Conway Corporation a franchise agreement to operate cable television system within the City of Conway.
3. Ordinance to provide for the lease services of the City cable television system to Conway Corporation.

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

1. Ordinance appropriating funds to repair and replace items that were damaged in the City Clerk/Treasurer's Office.
2. Consideration to purchase additional right of way (0.69 acre) for the Salem Road Extension to U.S. 64.
3. Consideration to provide additional funding for the Favre Lane Improvements (Salem Road to Ellen Smith Rd).
4. Ordinance to rezone property located at 525 South German Lane at the northwest corner of the intersection of South German Lane and Hardy Street from R-2 to O-3.

5. Consideration of a request to amend the Donaghey Court PUD to further clarify the language for its development.
6. Consideration of a sign variance for property located at 1014 Harkrider St. (Sav-On Pharmacy).

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

1. Consideration to accept a proposal from ENTECH Consulting Engineers for a metal shop that would be constructed at the Don Owens Complex for the Parks Department.

**D. Public Safety Committee (Police, CEOC, IT Technology, Fire, Dist. Court & City Att., & Animal Control)**

1. Ordinance appropriating funds for small claims mediation for District Court.
2. Ordinance accepting restitution obtained from various sources for overtime performed by the Conway Police Department.
3. Ordinance waiving bids and providing sole source status for the purchase of UPS batteries for the Communication Center.
4. Ordinance appropriating funds & waiving bids to purchase a blade serve system for the IT Department.

**7. Old Business**

- A. Consideration of allowing Campus Crest a rezoning rehearing to go back before the Planning Commission for development located at 2730 Dave Ward Drive.

**8. New Business**

- A. Consideration to enter into an agreement with Energy Systems Group.  
*(Agreement to be provided prior to meeting)*

**Adjournment**



**City of Conway, Arkansas  
Ordinance No. O-08-\_\_\_\_\_**

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT WITH SOUTHWESTERN BELL TELEPHONE D/B/A AT&T ARKANSAS FOR USE OF THE CITY RIGHTS-OF-WAY TO PROVIDE INTERNET PROTOCOL- ENABLED VIDEO SERVICES, WITHIN THE CORPORATE LIMITS OF CONWAY, ARKANSAS; AND FOR OTHER PURPOSES.**

**WHEREAS**, AT&T Arkansas has approached the City about its intent to offer internet protocol-enabled video services ("IP-enabled video services") to customers within the corporate limits of the City of Conway; and

**WHEREAS**, the agreement attached as Exhibit A to this ordinance sets forth the terms and conditions of that agreement;

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

Section 1. The Mayor is hereby authorized to execute an agreement, in a form substantially the same as that attached as Exhibit A to this ordinance, which permits AT&T Arkansas to provide IP-enabled video services to the citizens located within the corporate limits of the City of Conway, Arkansas using the City rights-of-way.

Section 2. **Severability.** In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the ordinance which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of the ordinance.

Section 3. **Repealer.** All ordinances and parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

This Ordinance is adopted this \_\_\_\_\_ day of September, 2008.

**APPROVED:**

\_\_\_\_\_  
**Tab Townsell  
Mayor**

**ATTEST:**

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

## AGREEMENT

THIS AGREEMENT ("Agreement") dated \_\_\_\_\_, 2008 ("Effective Date") is made by and between Southwestern Bell Telephone Company, doing business as AT&T Arkansas ("AT&T Arkansas") and the City of Conway, Arkansas, a municipal corporation ("City"). AT&T Arkansas and City shall sometimes be referred to separately as a "Party," and collectively as the "Parties."

## RECITALS

A. As a telecommunications provider, AT&T Arkansas has statewide authority under Ark. Code Ann. §23-17-101 to construct, operate and maintain its telecommunications facilities in the public rights of way ("ROW") throughout the state of Arkansas. Under Ark. Code Ann. §14-200-101, the City is permitted to impose reasonable terms and conditions on AT&T Arkansas' use and occupation of the City's ROW and to collect a reasonable franchise fee for such use and occupation of its ROW.

B. Under Ark. Code Ann. §14-54-302, the City of Conway is empowered and authorized to sell, convey, lease, rent, or let any real estate or personal property owned or controlled by the City.

C. Under Ark. Code Ann. §14-54-704, the City of Conway is authorized to enter into contracts for any public utility necessities for itself and for the inhabitants of the City on such rates, charges, and terms as may be agreed upon.

D. AT&T Arkansas is in the process of upgrading its existing telecommunications network to provide an integrated Internet Protocol ("IP") enabled broadband platform of voice, data and video services ("IP Network"), the video component of which is a switched, two-way, point-to-point and interactive service ("IP-enabled Video Service"). The IP Network upgrade will involve the use of the City's ROW.

E. AT&T Arkansas believes that Ark. Code Ann. §23-17-101 covers the construction, operation and maintenance of the IP Network, and that AT&T Arkansas is not required to obtain a separate franchise or other authorization from the City to offer IP-enabled services including IP-enabled Video Services within the City over the IP Network.

F. AT&T Arkansas further believes that the City's right to regulate the construction of the IP Network in the City's ROW is limited to the right to impose reasonable conditions regarding the time, place, and manner of AT&T Arkansas' use and occupation of the City's ROW.

G. City believes that the provision of IP-enabled Video Services by AT&T Arkansas is beyond the scope of Ark. Code Ann. §23-17-101 and is subject to the City's cable television franchising authority.

H. Both Parties agree that the deployment of the IP Network and the provision of IP-enabled Video Services should not be delayed by litigation to establish the scope of Ark. Code Ann. §23-17-101 or the application of the City's franchise ordinance to IP-enabled Video Services.

I. City and AT&T Arkansas further agree that litigation to resolve this issue would be complex and protracted, and that it is in the best interests of both Parties and the residents of the City to reach a compromise of each other's positions and claims.

NOW, THEREFORE, in consideration of and reliance upon the respective representations, promises, concessions, terms and conditions contained herein, City and AT&T Arkansas agree as follows.

1. Term. The term of this Agreement shall commence on the Effective Date of this Agreement through the end of 2011. The term may be extended upon mutual agreement of the Parties.

2. Change of Law. The Parties agree to consult in the event that after the Effective Date, any court, agency, commission, legislative body, or other authority of competent jurisdiction issues a finding that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable and binding upon either City or AT&T, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either party, within thirty (30) days of receipt of the ruling, provides written notice to the other party of election to terminate, in which case this Agreement shall terminate within six (6) months or such earlier period as the parties mutually may agree. Where the effect of a finding is a modification, the parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the parties. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either party to terminate the Agreement on the provision of thirty (30) days' written notice.

3. Compensation to City. During the term of this Agreement, AT&T Arkansas shall pay to the City an annual fee equal to 5% of the gross revenues from subscription fees collected from each subscriber to AT&T Arkansas' IP-enabled Video Services product delivered over the IP Network in the City's rights of way, unless the rate used to calculate the incumbent cable television provider's annual cable television franchise fee is lower than 5%. In that event, the annual fee paid by AT&T Arkansas shall be calculated using the lower rate used to calculate the incumbent cable television provider's annual cable television franchise fee. AT&T Arkansas will define its IP-enabled Video Services product at the time it is offered to the public. The fee does not apply to non-video revenues or the non-video revenues of a bundled product containing video and non-video offerings. The fee will be forwarded to the City quarterly on the last of each quarter. Upon request, AT&T Arkansas shall make its records available to the City to demonstrate compliance with this paragraph for a period of three years preceding the request.

4. Public, Educational and Governmental Programming. To the extent economically and technically feasible, AT&T Arkansas shall provide some form of access for the City's noncommercial, public, education and governmental ("PEG") programming through AT&T Arkansas' IP-enabled Video Services. City may be required to support a change in or addition to current City technology now in use for PEG programming to make it compatible with AT&T Arkansas' IP enabled video technology.

5. Emergency Message. AT&T Arkansas shall carry all Federal, State and Local alerts provided over the Federal Emergency Alert System through AT&T's IP-enabled Video Services in the event of a public safety emergency, which at a minimum will include the concurrent rebroadcast of local broadcast channels.

6. Customer Service. AT&T Arkansas will offer IP-enabled Video Services and provide customer service consistent with the requirements of 47 C.F.R. Section 76.309(c). AT&T Arkansas will respond to complaints and outages in a diligent fashion. AT&T Arkansas shall not refuse to render IP-enabled Video Services based solely upon the income or minority status of any resident or group of residents.

7. Service area. This Agreement shall apply to AT&T's service area within the municipal boundaries of Conway as they exist upon the date of execution of this agreement and may hereafter be extended. AT&T shall make video programming available, subject to technology or other economic feasibility, to all residential units within the service area, by use of IP-based video technology or other alternative video programming technology.

8. Obligations of City. During the term of this Agreement City will not attempt to nor subject the provision of AT&T Arkansas' IP-enabled Video Services over the IP Network to regulation under any cable television franchise ordinance or similar ordinance. In addition:

(a) City agrees to subject the construction and installation of the IP Network to the same process and review as it subjects the installation and construction of AT&T Arkansas' existing telecommunications infrastructure.

(b) City agrees not to unreasonably block, restrict, or limit the construction and installation of the IP Network.

(c) City agrees to process any and all applicable permits for the installation, construction, maintenance, repair, removal, and other activities associated with the IP Network in a timely and prompt manner.

9. Indemnification.

(a) AT&T Arkansas agrees to indemnify, defend, and hold harmless City, its officers, agents, and employees, from and against any liability for damages and for any liability or claims resulting from tangible property damage or bodily injury (including accidental death), to the extent proximately caused by AT&T Arkansas' negligent construction, operation, or maintenance of its IP Network, provided that City shall give AT&T Arkansas written notice of its obligation to indemnify City within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, AT&T Arkansas shall not indemnify City for any damages, liability or claims resulting from the negligence or willful misconduct of City, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any person or entity other than AT&T Arkansas in connection with PEG programming.

(b) With respect to AT&T Arkansas' indemnity obligations set forth above, AT&T Arkansas shall provide the defense of any claims brought against City by selecting counsel of AT&T Arkansas' choice to defend the claim, subject to the consent of City, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent City from cooperating with AT&T Arkansas and participating in the defense of any litigation by its own counsel at its own cost and expense, provided, however, that after consultation with City, AT&T Arkansas shall have the right to defend, settle or compromise any claim or action arising hereunder, and AT&T Arkansas shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement do not include the release of City and City does not consent to the terms of any such settlement or compromise, AT&T Arkansas shall not settle the claim or action, but its obligation to indemnify City shall in no event exceed the amount of such settlement.

(c) City shall hold AT&T Arkansas harmless and shall be responsible for damages, liability or claims resulting from the negligence or willful misconduct of City.

(d) City shall be responsible for its own acts of negligence or willful misconduct, or breaches of obligation committed by City for which City is legally responsible, subject to any and all defenses and limitations of liability provided by law. AT&T Arkansas shall not be required to indemnify City for acts of City which constitute willful misconduct or negligence on the part of City, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

10. Breach of Agreement. Should either party claim that a breach of any part of this Agreement has occurred, that party will provide prompt written notice to the other, specifying the nature of the breach; and upon receipt the other party shall cure such breach within 60 days. If EITHER PARTY fails to cure a material breach of this agreement within 60 days after notice has been delivered or engages in fraud or deceit in an attempt to evade obligations of this Agreement, the OTHER PARTY may terminate and cancel the Agreement.

11. Dispute Resolution. Except as otherwise provided in this Agreement, the Parties shall make diligent good faith efforts to resolve all issues and disputes that arise in the administration of this Agreement through discussions between designated representatives of the Parties, and use of a mediator when such discussions have failed.

12. Insurance. AT&T Arkansas shall maintain, throughout the term of this Agreement, insurance in the minimum amounts as follows:

Workers Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Liability (CSL) \$2,000,000 General Aggregate
Auto Liability (including all owned , non-owned, and hired vehicles)	\$1,000,000 per occurrence CSL
Umbrella Liability	\$1,000,000 per occurrence CSL

13. Notices. Any notice to be given under this Agreement shall be in writing and may be delivered to either personally, by facsimile or by certified or registered mail with postage prepaid and return receipt requested, addressed as follows:

If to City: City of Conway, Arkansas  
1201 Oak Street  
Conway, AR 72032

Attn: Tab Townsell, Mayor

If to AT&T Arkansas: AT&T Arkansas

1111 W. Capitol Avenue  
Little Rock, AR 72201

Attn: Edward Drilling, President-AT&T Arkansas

14. Modification. This Agreement may be amended or modified only by a written instrument executed by both Parties.

15. Assignment. AT&T Arkansas may not assign or transfer this Agreement or any interest therein without the prior consent of City except to any affiliate of AT&T Arkansas.

16. Entire Agreement. This Agreement embodies the entire agreement and understanding of City and AT&T Arkansas with respect to AT&T Arkansas' use of the City ROW in connection with the offering and provision of IP-enabled services including IP-enabled Video Services within the City using facilities constructed and placed within the City ROW. As such it merges and supersedes all prior verbal agreements, understandings and representations by either party on the matters set forth herein.

17. Waiver. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

18. Miscellaneous.

(a) AT&T Arkansas and City each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.

(b) The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.

(c) AT&T Arkansas and City shall cooperate fully with one another in the execution of any and all other documents and in the completion of any additional actions including, without limitation, the processing of permits that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

(d) Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein.

(e) Nothing contained in this Agreement is intended or shall be construed as amending, modifying or otherwise affecting any other agreements, authorizations or memoranda which City and AT&T Arkansas have now. Further, nothing contained in this Agreement is meant to change, limit, modify, restrict or limit any current rights or jurisdiction that either City or other governmental entities currently have nor is this Agreement intended to change, limit, modify, restrict or limit any rights AT&T Arkansas currently has under existing federal and state law and under existing City ordinances and existing construction permits issued by City.



(f) AT&T Arkansas shall comply at all times with applicable Federal, State, and local laws and all executive and administrative orders relating to nondiscrimination, equal employment and affirmative action.

19. Binding Effect. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective past and present principals, managers, City Council members, offices, directors, shareholders, agents, employees, attorneys, successors and assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable.

20. Counterpart Execution. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile and any signature transmitted by facsimile will be given the same force and effect as an original signature.

21. Authority of City Council. This Agreement is not intended to limit the authority of the Conway City Council regarding the use of streets, easements, and public rights of way ("ROW") by public utilities, specifically including those that communicate information. The City Council expressly reserves the right to increase the fee imposed in paragraph 3 of this Agreement to that which is imposed on other video service providers in order to generally maintain competitive neutrality, so long as such fee does not exceed the maximum rate authorized under Section 622 of the Federal Communications Act (47 U.S.C. § 542).

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of \_\_\_\_\_ ( "Effective date").

**AT&T ARKANSAS**

By: \_\_\_\_\_  
Name: Edward Drilling  
Title: President – AT&T Arkansas

**CITY OF CONWAY, ARKANSAS**

By: \_\_\_\_\_  
Name: Tab Townsell  
Title: Mayor



**City of Conway, Arkansas  
Ordinance No. O-08-\_\_\_\_\_**

**AN ORDINANCE GRANTING TO CONWAY CORPORATION A FRANCHISE TO OPERATE A CABLE TELEVISION SYSTEM WITHIN THE CITY OF CONWAY; REPEALING THE CURRENT FRANCHISE ORDINANCE; ABOLISHING THE CITIZENS CABLE COMMITTEE; AND FOR OTHER PURPOSES**

WHEREAS, Conway Corporation and the City of Conway, Arkansas wish to modernize and extend the franchise agreement for the Cable Communication System in the city of Conway, Arkansas; and

WHEREAS, Conway Corporation was originally granted a franchise to operate a cable television system within the City of Conway in Ordinance O-79-21:

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

**SECTION ONE.** Unless the context specifically indicates otherwise, the meaning of the terms used in this ordinance shall be as follows:

City – shall be the City of Conway, Arkansas.

City Council – shall be the City Council of the City of Conway, Arkansas.

Corporation (Corp.) – shall be the Conway Corporation.

Cable Communication System shall mean the 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.

Cable Service – shall mean the transmission of video programming or other programming service, to subscribers and the subscription interaction, if any, which is required for the selection and use of such video programming or other programmer service.

Force Majeure – shall mean any cause or causes beyond control of Corporation, including, but not limited to, acts of God or the public enemy, failure of the Corporation's facilities, flood, earthquake, storm, lightning, fire, epidemic, war, embargo, riot, civil disturbances, strikes, picketing, lockouts or other labor disputes or disturbances, sabotage, or restraint or prevention of performance by act of any court, regulatory body or defense agency, which by the exercise of due diligence and foresight the Corporation could not reasonably have been expected to avoid.

**SECTION TWO.** There is hereby granted to the Conway Corporation, a corporation organized under order of the Circuit Court of Faulkner County, and under Certificate of Incorporation, issued by the Clerk of the Circuit Court of Faulkner County on the 7th day of May, 1929, the privilege of operating and maintaining Cable Service within the City of Conway, Arkansas for the purpose of supplying video and other services to the City of Conway, to its inhabitants and to all persons and corporations doing business therein for a period that began on June 1, 1979 and ending on December 31, 2025.

**SECTION THREE.** Conway Corporation is hereby granted the right, privilege, and right of way to place, maintain, construct and operate Cable Communication facilities in, through, over and under all streets, alleys, avenues, sidewalks and public grounds of said city, for the purpose of furnishing video and other services, and is hereby granted the right of ingress and egress thereon for the purpose aforesaid during the term of this franchise, with the right to trim all trees in said streets, alleys, sidewalks and public grounds, that may come in contact with any of its facilities.

**SECTION FOUR.** Conway Corporation shall at all times during the term of this franchise, operate and maintain efficient and properly equipped head-end equipment, together with a proper and sufficient distribution system to allow video and other services to the inhabitants of Conway and all persons, firms and corporations doing business therein, unless prevented by force Majeure. Expansion of the system to newly annexed areas shall be completed within three (3) years of annexation.

The Grantee shall at all times employ ordinary care and shall install and maintain devices or systems for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

The Grantee shall install and maintain its wire, cable, fixtures, and other equipment so as not to interfere with the equipment of any utility of the City, or any other entity lawfully and rightfully using the conduit, pole, underground or other part of the right-of-way.

**SECTION FIVE.** The City of Conway shall, from time to time, make, adopt and enforce any and all necessary ordinances to protect the system and other property under the control of said Corporation and to protect said Conway Corporation in the unrestricted enjoyment of all privileges granted under this franchise.

**SECTION SIX.**

A. The Grantee shall pay to the City of Conway a franchise fee equal to five (5) percent of the gross revenues from subscription fees of the System for video services, unless the rate used to calculate other video service providers' annual fee is lower than 5%. In that event, the franchise fee paid by Grantee shall be calculated using the lower rate used to calculate other video service providers' annual fee. Gross revenues shall not include (a) any tax, fee or assessment of any kind imposed by the City or other governmental entity on a cable operator or subscriber, or both, solely because of their status as such; or (b) net unrecovered bad debt. The franchise fee shall be due and payable 30 days after the close of the preceding calendar month.

B. The City of Conway agrees that all amounts paid by the franchisee as fees may be added to the price of video services and collected from the Grantee customers as 'external costs'. All amounts paid as franchise fees may be separately stated on customer's bills. Video service includes the transmission to subscribers of video programming. The fee does not apply to non-video revenues or the non-video revenues of a bundled product containing video and non-video offerings.

The City shall have the right to inspect the Grantee's income records, the right of audit and the recomputation of any amounts determined to be payable under this Ordinance; provided, however, that such audit shall take place within twelve (12) months following the close of each of the Grantee's fiscal years. Any additional amount due the City as a result of the audit shall be paid with thirty (30) days following written notice to the Grantee by the City, which notice shall include a copy of the audit report.

The Grantee shall keep complete and accurate books of account and records of its business and operations under and in connection with the ordinances and Franchise.

The City or its authorized agent shall have access to all books of account and records of the Grantee for the purpose of ascertaining the correctness of any and all reports and shall be given local access to all other records upon reasonable request.

**SECTION SEVEN.** The rates charged for Cable Television Service shall be set by Conway Corporation. Said rates shall provide adequate revenues to cover the costs of operation and maintenance, bond fund and other debt service requirements, plant expansion and necessary and reasonable surpluses and reserves.

Conway Corporation shall make and enforce all such proper rules as to collection of delinquent bills and as to discontinuance of service to delinquent consumers as it may, in its opinion, deem necessary.

**SECTION EIGHT.** Ordinance 0-80-1 which created the Citizens Programming Committee is hereby repealed.

**SECTION NINE.** All ordinances and parts of ordinances in conflict herewith are hereby repealed and this ordinance shall be in full force and effect on the 1st, day of January, 2009.

PASSED: \_\_\_\_\_, \_\_\_\_\_

APPROVED:

ATTEST:

\_\_\_\_\_

Mayor

\_\_\_\_\_

City Clerk



**City of Conway, Arkansas  
Ordinance No. O-08-\_\_\_\_\_**

**AN ORDINANCE PROVIDING FOR THE LEASING OF THE CITY CABLE TELEVISION SYSTEM TO THE CONWAY CORPORATION; AND FOR OTHER PURPOSES**

**WHEREAS**, the City of Conway has leased certain cable service facilities to Conway Corporation under Ordinance 0-79-22 as amended; and

**WHEREAS**, the city and Conway Corporation desire to modernize the lease agreement;

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

**SECTION ONE:**

Unless the context specifically indicates otherwise, the meaning of the terms used in this ordinance shall be as follows:

City – shall be the City of Conway, Arkansas.

City Council – shall be the City Council of the City of Conway, Arkansas.

Corporation (Corp.) – shall be the Conway Corporation.

Cable Communication System-shall mean the 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.

Cable Service – shall mean the transmission of video programming or other programming service, to subscribers and the subscription interaction, if any, which is required for the selection and use of such video programming or other programmer service.

Force Majeure – shall mean any cause or causes beyond the control of Corporation, including, but not limited to, acts of God or the public enemy, failure of the Corporation's facilities, flood, earthquake, storm, lightning, fire, epidemic, war, embargo, riot, civil disturbances, sabotage, or restraint or prevention of performance by act of any court, regulatory body or defense agency, which by the exercise of due diligence and foresight the Corporation could not reasonably have been expected to avoid.

**SECTION TWO.**

The City of Conway, Arkansas does hereby lease unto the Conway Corporation the Cable Communication System owned by the said City and constructed by Corporation. The said

lease is hereinafter set out, and the Mayor and Clerk of said City shall be, and they are hereby, authorized and directed to execute, acknowledge and deliver the same in the name and on behalf of the City of Conway and to affix thereto the corporate seal of the City of Conway, said lease being as follows, to-wit:

### **SECTION THREE**

#### LEASE

The following lease made and entered into by and between the City of Conway, Arkansas hereinafter designated as Lessor, and the Conway Corporation, hereinafter designated as Lessee, WITNESSETH:

1 – The Lessor does hereby lease and rent for the consideration set forth below, unto the Lessee the following real estate and personal property, to-wit: The Cable Communication System and all lands and property, real and personal, acquired for the location and operation of the System for a term ending December 31, 2025.

The Lessee agrees and promises to pay a lease payment of \$25,000 per month in calendar years 2009 and 2010 to the Lessor, City of Conway. On January 1, of each year, beginning January 1, 2011, the monthly lease fee shall be reduced by one-twelfth (1/12) of the increase in the total franchise fees paid for the year then just ended over the year which preceded it. Provided, however the lease fee shall not be less than \$10,000 per month.

The said Conway Corporation shall make and enforce all such proper rules as to collection of delinquent bills and as to discontinuance of service to delinquent customers as it may, in its opinion, deem necessary.

2 – The Lessee agrees that it will at all times, during the period of this lease, maintain the said Cable Television System in a high degree of efficiency, and that it will at its own expense from time to time replace and substitute by exchange worn out or defective or inadequate portions of the System to the end that the said System shall at all times during the term of this lease and at the termination thereof be in as good condition for giving service as when new, necessary wear and tear being excepted. It is expressly provided that Conway Corporation shall have full power and authority to remove, salvage, destroy, sell or otherwise dispose of, any and all equipment and facilities which, in its discretion, are no longer required for, or utility to, or benefit to the System.

At the expiration of the term of this lease, all System components hereby leased, together with any additions thereto or replacements thereof, made by said Corporation and all supplies and all other net assets of Corporation, shall be surrendered to the City of Conway.

3 – Lessee further agrees that it will, during the term of this lease, make all necessary additions and extensions to the System and that it will, through its own production or by purchase, make available to customers, such additional service as shall be necessary to take care of any increased demands caused by the growth of the City of Conway, or otherwise, during the term of this lease; provided, however, that lessee shall not be responsible for service interruptions caused by force Majeure, failure of equipment or governmental intervention.

4 – The Lessee shall at all times during the term of this lease keep an accurate set of books in conformance with accepted accounting procedures, showing all receipts and expenditures of said Corporation, and said books shall at all times be open to inspection by the Mayor and members of the City Council, or its designated agents. The Mayor and members of the City Council, or its designated agents, shall have the right at all times to go upon the properties of the said System and make such inspection thereof as they may deem proper.

IN WITNESS WHEREOF, this Lease has been executed on behalf of the City of Conway, and the corporate seal of said City affixed hereto by its Mayor and City Clerk, hereunto duly authorized by ordinance of the City Council of the City of Conway, and has been executed by the Conway Corporation and the corporate seal of Conway Corporation affixed hereto by its Chief Executive Officer and its Secretary, hereunto duly authorized by Resolution of the Board of Directors of the said Conway Corporation on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; it being distinctly understood and agreed, however, that neither the Mayor nor City Clerk, nor the Chief Executive Officer or the Secretary of the Conway Corporation, shall in any manner be personally liable or responsible hereunder.

CONWAY CORPORATION

CITY OF CONWAY

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
City Clerk

**SECTION FOUR.**

All ordinances and parts of ordinances in conflict are repealed and this ordinance shall be in force on the 1st, day of January, 2009.

PASSED: \_\_\_\_\_



APPROVED:

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MAYOR Tab Townsell

ATTEST:

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City Clerk



**City of Conway, Arkansas**  
**Ordinance No. O-08-\_\_\_\_\_**

**AN ORDINANCE APPROPRIATING FUNDS TO REPAIR & REPLACE ITEMS THAT WERE DAMAGED IN THE CITY CLERK/TREASURER'S OFFICE AT CITY HALL; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

**WHEREAS**, during a heavy rainfall recently, the City Clerk/Treasurer Office suffered extensive water damage, including the roof, carpet and some furnishings; and

**WHEREAS**, the funding for this purchase has not previously been appropriated by Council action;

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

**SECTION 1.** The City of Conway shall appropriate a cost not to exceed \$2,500 to repair and replace the carpet, roofing, and any additional items that were damaged in the City Clerk/Treasurer's office from the General Fund Balance Appropriation (01.909) to 01.104.231 (Building Maintenance).

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

**SECTION 3.** This ordinance is necessary for the protection of the public peace, health and safety, an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

**PASSED** this 23<sup>rd</sup> day of September, 2008.

**APPROVED:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**ATTEST:**

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

**MEMORANDUM**

6B-2

TO: MAYOR TAB TOWNSELL

FROM: RONNIE HALL, P.E.  
CITY ENGINEER

DATE: September 17, 2008

REFERENCE: Salem Road Extension to U.S. 64

The original Salem Road Railroad overpass project plans presented a right of way that would connect the overpass to Meadowlake Road. Mr. Johnny Irby sold land adjacent to this proposed Right of Way to a developer reserving the future right of way required for the overpass project.

The change in the alignment of the overpass to connect to the Salem Extension to U.S. 64 resulted in part of the Right of Way that Mr. Irby reserved not required for the Salem Road Railroad Overpass Right of Way. This property has a shape that makes it likely undevelopable. As part of the right of way agreement with Mr. Irby for property the city acquired for the Salem Road Extension to U.S. 64, the city agreed to purchase this right of way when the overpass right of way plans were finalized.

I am requesting approval and funding to purchase the residual 0.69 acre right of way that Mr. Irby reserved for \$35,000 (based on the \$50,000 per acre appraisal).



**MEMORANDUM**

TO: Mayor Tab Townsell  
 FROM: Ronnie Hall  
 DATE: September 16, 2008  
 REFERENCE: Favre Lane - Salem Rd to Ellen Smith Elem.

The original bid amount for Favre Lane Construction between South Donaghey and Salem Road was \$1,167,251.50. With field changes and quantity overruns, our current estimated project cost is \$1,361,360. Thus, approximately \$195,000 needs to be appropriated to pay the contractor. Following is a description of the major project cost increases.

The original plans provided for a large drainage ditch along the south side of Favre Lane near the privacy fences and utilities along the rear yards of the Spring Valley Lots. After a more detailed review and discussions with the contractor, the drainage ditch location was changed to the north side of Favre along the undeveloped Crafton, McConnell, and McCracken property. This relocation likely saved significant cost in fence and yard repair as well as numerous complaints regarding disturbance of fence and backyards. This modification along with additional drainage infrastructure required due to the presence of ground water, resulted in increased project cost.

Also as part of the right of way agreement with Rush-Hal Properties, a sidewalk was required along the 1,538 feet frontage of their property.

Following is summary of the major components of the additional cost.

Earthwork	\$40,000
Crushed Stone	\$64,000
Erosion Control & Groundwater Drainage	\$32,000
Additional Storm Drainage	\$28,000
Concrete Sidewalk	\$31,000
<b>Total Additional Funding Needed</b>	<b>\$195,000</b>

We are requesting a transfer of \$195,000 the Impact Fees Account (20.309) to the Street Fund Favre Lane Phase II (02.355.767) to cover these added cost.





**City of Conway, Arkansas**  
**Ordinance No. O-08- \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 525 SOUTH GERMAN LANE AT THE NORTHWEST CORNER OF THE INTERSECTION OF SOUTH GERMAN LANE AND HARDY STREET FROM R-2 TO O-3:**

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

**SECTION 1:** The Zoning District Boundary Map of the Conway Land Development Code be amended by changing all the **R-2** symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

Tract D of Weaver Replat of Lots 8 and 9 of Hardy Subdivision to the City of Conway, Faulkner County, Arkansas as shown in Plat Book A, Page 136, in the Records of the Faulkner County Courthouse. Containing 0.27 acres more or less.

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

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

**PASSED** this 23<sup>rd</sup> day of September, 2008.

**Approved:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**Attest:**

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



## **CONWAY PLANNING COMMISSION**

1201 OAK STREET CONWAY, AR 72032 (501) 450-6105

September 16, 2008

Council Members  
Conway, AR 72032

Dear Council Members:

A request for a rezoning from R-2 to O-3 for the property that is located at 525 South German Lane at the northwest corner of the intersection of South German Lane and Hardy Street with the legal description:

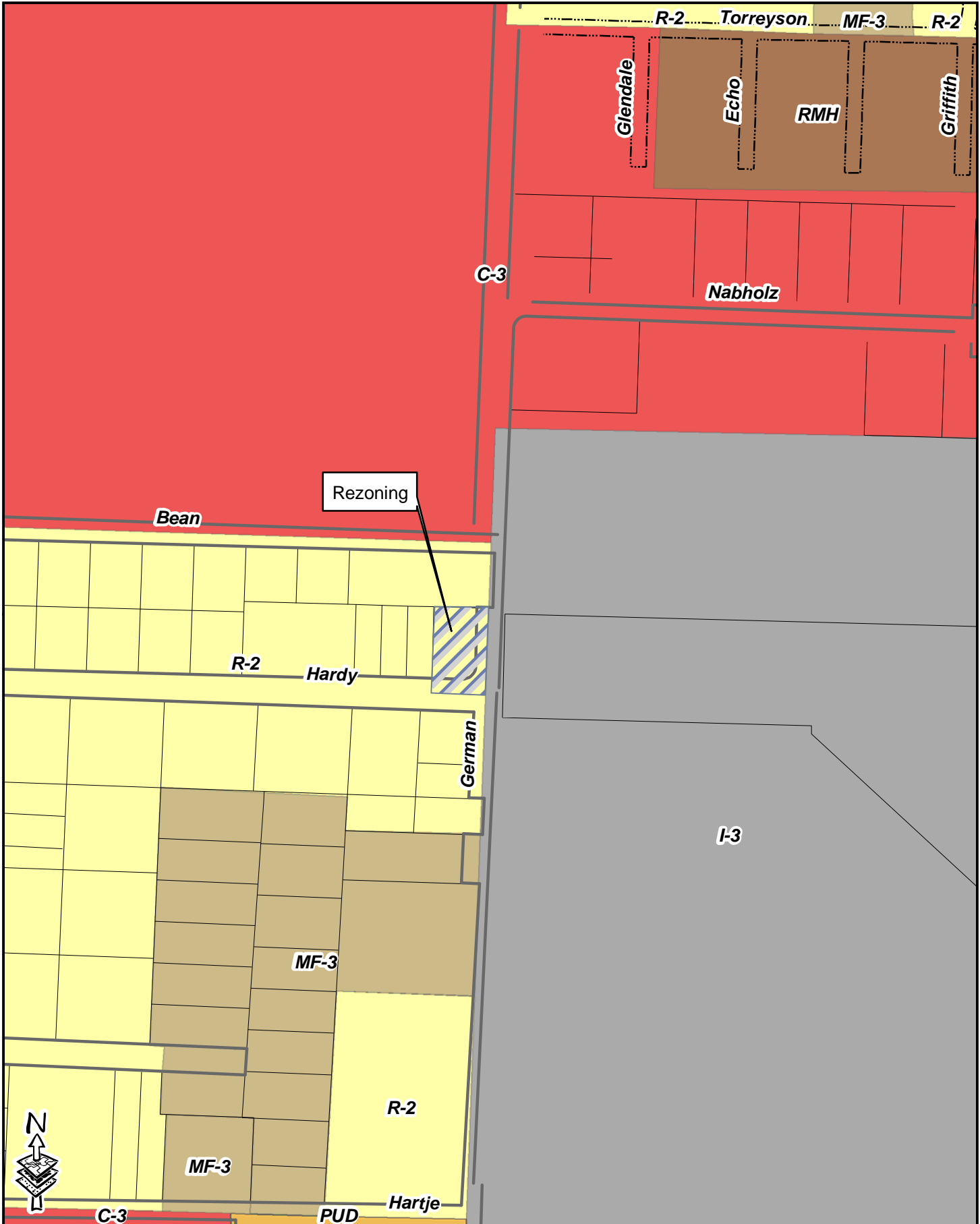
Tract D of Weaver Replat of Lots 8 and 9 of Hardy Subdivision to the City of Conway, Faulkner County, Arkansas as shown in Plat Book A, Page 136, in the Records of the Faulkner County Courthouse. Containing 0.27 acres more or less.

was reviewed by the Planning Commission at its regular meeting on September 15, 2008. The Planning Commission voted 7 - 1 that the request be sent to the City Council with a recommendation of approval. Planning Commissioner Richard Kirkman voted against the motion to approve this rezoning

Submitted by,

Junior Storie, Chairman  
Planning Commission





**Fagan Rezoning  
R-2 to O-3**

0 125 250 500 Feet



## CONWAY PLANNING COMMISSION

1201 OAK STREET CONWAY, AR 72032 (501) 450-6105

September 16, 2008

Council Members  
Conway, AR 72032

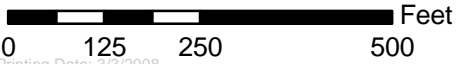
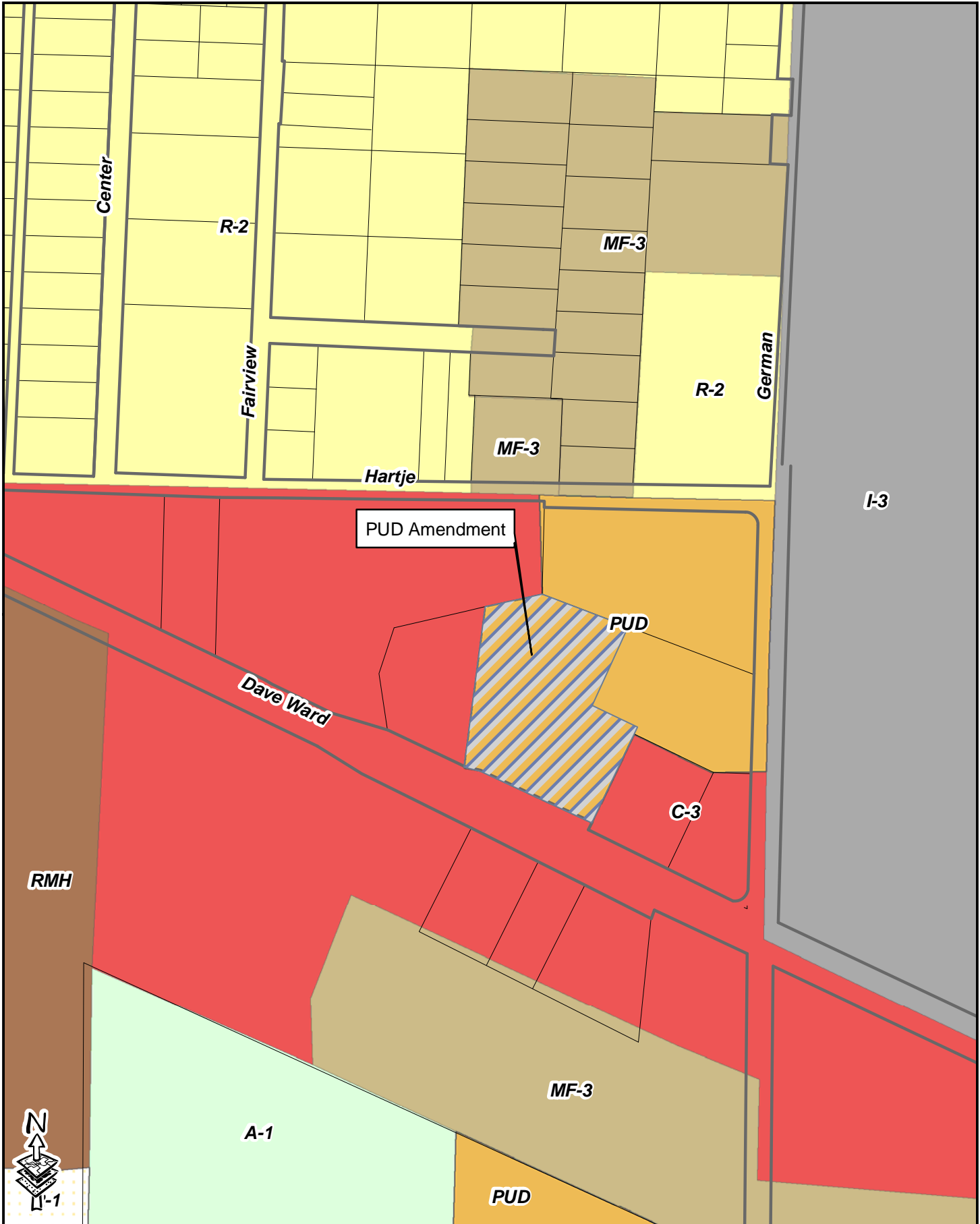
Dear Council Members:

A request to amend the Donaghey Court PUD to further clarify the language for its development that was originally approved as "C-3 with PUD allowing multifamily" land uses was heard before the Planning Commission at its regular meeting on Monday, September 15, 2008. The multifamily development is now in place to the northeast and developer is seeking this clarification in order to begin development of a portion of the original PUD that was set aside for C-3 uses. Approval of this amendment will allow the replatting into two lots of this property located at and extending north from 1400 Dave Ward Drive specifically and currently identified as

Lot 2 Family Services Agency Replat as recorded in Book K, Page 310, Faulkner County, Arkansas containing 2.31 acres.

The Planning Commission voted 8 – 0 that this amendment request be sent to the City Council with a recommendation for approval that will allow the property to be replatted into two lots designated for C-3 uses.

Submitted by,  
Junior Storie, Chairman  
Planning Commission



**Family Services  
 PUD Amendment**



## CONWAY PLANNING COMMISSION

1201 OAK STREET CONWAY, AR 72032 (501) 450-6105

6B-6

August 19, 2008

Council Members  
Conway, AR 72032

Dear Council Members:

At its regular meeting on July 21, 2008, the Planning Commission considered an appeal from James Baker and John Baker of the Sign Administrator's denial for a sign variance for their Sav-On Pharmacy business located at 1014 Harkrider Street. Granting the variance would have perpetuated an illegal and non-conforming sign that had previously been "grandfathered in" when the City of Conway adopted its first sign ordinance which has since been re-adopted and still does not legalize the subject sign's type, size, nor dimensions. The Planning Commission voted 8 – 1 that the sign variance request be denied. Planning Commissioner Todd Smithhart voted against the motion. In its discussion, the commission expressed the view that granting this variance could set a precedent for many future appeals as other "grandfathered in" signs of this type become obsolete and incapable of being maintained or repaired, and that granting such variances defeats the spirit and intent of the sign ordinance which is to have illegal and non-conforming signs replaced with those that meet the requirements of the sign ordinance. Although the applicant speaks of "repair," he is essentially proposing to install a completely new electronic LED sign with capabilities far beyond those of the "grandfathered in" monochrome incandescent bulb matrix sign.

Submitted by,

Junior Storie, Chairman  
Planning Commission

# APPEAL OF SIGN VARIANCE DENIAL

## 1. Sav-On Pharmacy Appeal of Sign Variance Denial

APPLICANT'S  
NAME(S)

James and John Baker  
Sav-On Pharmacy

PRESENT  
ZONING

C-3

ABUTTING  
ZONING

C-3

REQUESTED VARIANCE

Allow the replacement and upgrade of an electronic message board sign

LOCATION

1014 Harkrider Street

DIMENSIONS

Current message board dimensions: Approximately 3'- 6" x 12'- 6" (43.75 square feet)

Replacement sign dimensions: 3'- 4" x 13'- 0" (43.33 square feet)

Overall sign dimensions: 25'-0" x 14'-0" (350 square feet)

COMMENTS

Sav-On Pharmacy has had an electronic message board (incandescent bulb matrix) at their Harkrider location for over 20 years. The applicant indicates that it's increasingly difficult to obtain replacement parts for the existing electronic message board and it is now non-functioning. The applicant is now appealing the denial of a variance to allow the replacement and upgrade of the non-functioning monochrome electronic message board with a new full color LED message board. James and John Baker of Sav-On Pharmacy began the application process for a new replacement LED message board sign in May 2008. The application and subsequent variance request to allow replacement was denied by Bryan Patrick, Sign Administrator. This denial was based on the non-conforming pre-existing (grandfathered) state of this entire sign structure including the electronic message board.

An applicant may appeal the Sign Administrator's denial of a sign variance to the Planning Commission. If the Planning Commission approves the variance, the variance is granted. If the Planning Commission denies the variance, the Sign Administrator's denial stands. The applicant may take the Planning Commission's denial on to the City Council seeking their approval.

**Sign Ordinance:**

The City Council passed an amendment to the Sign Ordinance banning any new electronic message boards on April 8, 2003. On September 26, 2006, the City Council adopted a new Sign Ordinance furthering this ban on electronic message boards with the exception of static LED fuel signs within 1000 feet of I-40. These amendments were made after much discussion and with input from an ad-hoc Sign Ordinance Committee.

The following is the pertinent language from the Conway Sign Ordinance:

**Section 2.01- Signs Prohibited:** (6) Animated, moving, flashing, blinking, reflecting, revolving, or any other similar sign. Including **ELECTRONIC MESSAGE BOARDS** and electrically activated signs with the exception of static LED fuel price signs as allowed in the interstate zone as allowed in Section 3.05.

**Section 2.07- Changeable Copy:** Unless otherwise specified by this ordinance, any sign herein allowed may use manual changeable copy. Only one changeable copy area per sign is allowed. **ELECTRONIC MESSAGE BOARDS AND ELECTRONIC NUMERIC DISPLAYS ARE PROHIBITED** with the exception of static LED fuel price signs within the interstate zone. See Section 3.05.

**Section 4.02- Loss of Legal Nonconforming Status:** A legal nonconforming sign shall lose this designation: (3) **If the size of the sign is altered in any way except toward compliance with this ordinance.** This does not refer to change of copy, face of the sign, or normal maintenance. **NORMAL MAINTENANCE DOES NOT INCLUDE THE REPLACEMENT OF STRUCTURAL ELEMENTS.**

**Section 6.06- Variances for Signs: No variances shall be allowed from the size area requirements of this ordinance.** A variance for any other requirement of this ordinance, i.e., height, location, type, etc. may be applied for. Requests for sign variances shall be in writing and shall be submitted along with the sign application. **SUCH REQUEST SHALL DEMONSTRATE THAT SPECIAL CONDITIONS OR CIRCUMSTANCES EXIST THAT ARE NOT APPLICABLE TO OTHER LANDS, STRUCTURES, OR BUILDINGS SUCH THAT A LITERAL INTERPRETATION OF THE ORDINANCE WOULD RESULT IN AN UNDUE HARDSHIP.**

#### Existing Conditions:

The overall structure of the applicant's sign is a pre-existing nonconforming sign (grandfathered). The latest amended sign ordinance dated September 26, 2006 limits signs within the C-3 zoning district to monument signs no more than 8 feet in height and 64 square feet in area. The existing sign is approximately 25 feet tall by 14 feet wide and 350 square feet in area. According to Sign Ordinance regulations, a message board is allowed continued use as a pre-existing non-conforming sign and may be maintained. However, the message board may not be replaced as this would be a replacement of the sign's structural elements. Also upgrading the electronic capabilities and display would go against the intent of the Sign Ordinance. Pre-existing non-conforming signs are to be brought into compliance at the end of their life span. By allowing the replacement and upgrade of the electronic message board, a new life span will be given to that portion of the sign.

#### Issues with Upgrade / Replacement:

As stated, this sign is a large non-conforming preexisting sign. It is now non-compliant with the current sign ordinance. These signs are to be replaced as they become worn, obsolete, or non-functional. By allowing the applicant to replace the current monochrome incandescent bulb sign with a new brighter full color or even monochrome LED sign, a new 20+ year lifespan would be given to a non-compliant sign.

Safety should also be considered with this request. By accident numbers, the intersection of Harkrider and Oak Streets is the second most hazardous intersection in the City with 68 accidents reported in 2007. The intersection of Skyline Drive (Highway 65) and I-40 ranked higher in accidents with 103 accidents. Over a 5-year period, 416 accidents have been reported at the Oak and Harkrider intersection. In April 2006, a pedestrian was struck crossing Harkrider Street between Walgreens and National Bank of Arkansas. Studies have shown that electronic message boards increase traffic hazards.

As with other requests that come before Planning Commission, economic concerns should not be an overriding factor in Planning Commission decisions. From submitted emails, the new sign will cost an estimated \$34,725. The applicant also states that the electronic sign is the sole means of advertising Primecare Medical Clinic on Harkrider Street. Primecare has a large wall mounted sign facing Oak Street. Sign face changes are allowed. A new sign face could be constructed advertising this clinic. The dimensions of the proposed new LED sign are only minimally smaller than the existing message board.

The approval of this sign variance would set bad precedent. There are several large electronic message boards in Conway. All are pre-existing non-conforming uses and all are monochrome. The locations include: ReMax on Harkrider; Mr. Brake & Lube, Edward Jones, and NBA on Oak Street; First State Bank and First Security Bank on Dave Ward Drive; and Quick Lube on Old Morrilton Highway. Allowing the replacement of the Sav-On sign would trigger future requests for the replacement of these electronic signs as they become obsolete. It would also make it more difficult to disallow new LED message board requests.

#### ENCLOSURES

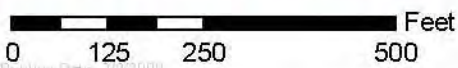
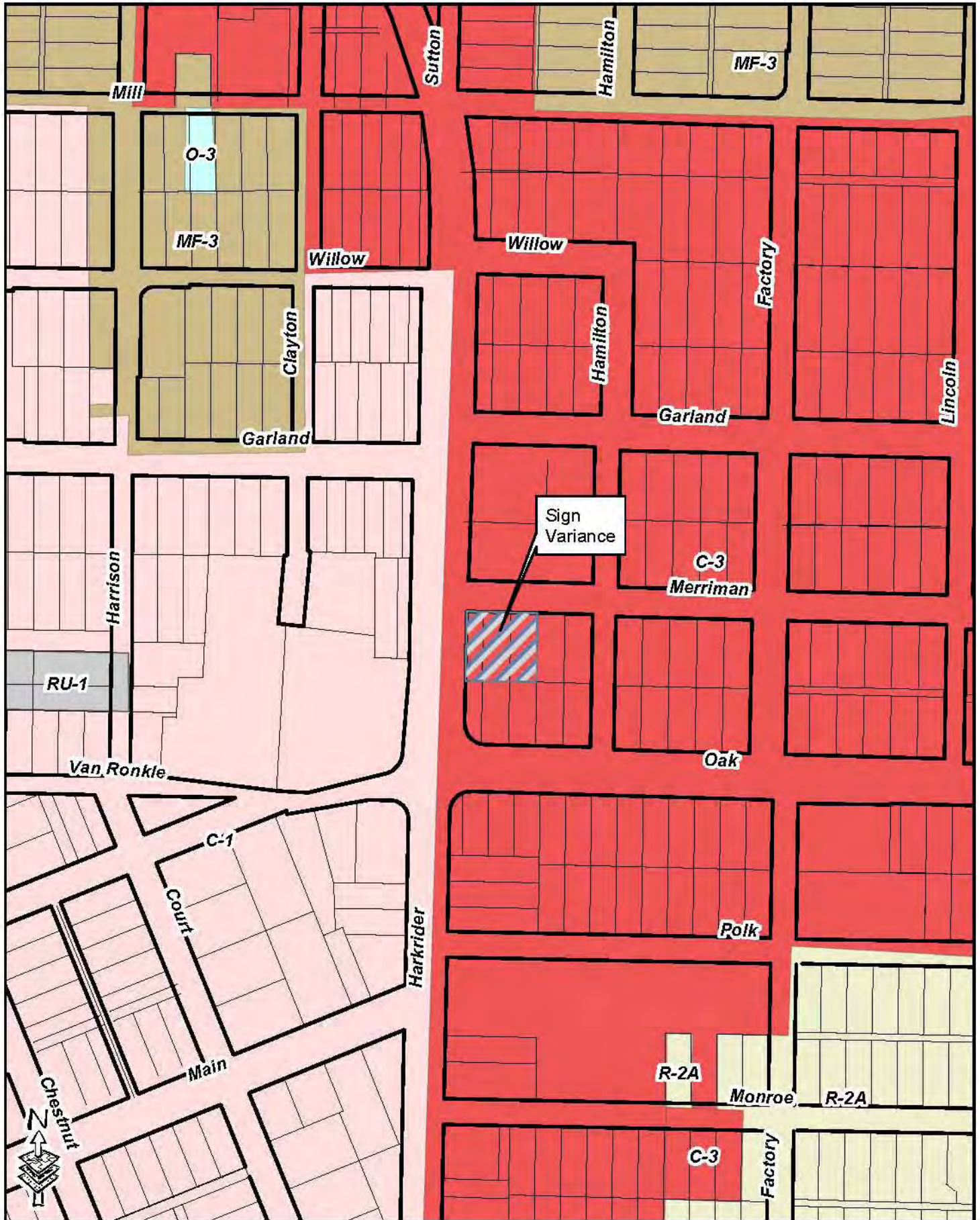
A map of the area, applicant's letter, email correspondence, and photo of existing sign.

Links to the LED sign manufacturers site are:

<http://watchfiresigns.com/VideoGallery.aspx>

<http://watchfiresigns.com/ProductsColor19mm.aspx>

These links show the type of requested sign and include a short video showing the video capabilities of these signs.



Printed Date: 3/3/2009  
 File: Monthly Maps\2009\03\MAR\2009\TOWNSHIP\H2009\p0301.dwg  
 Prepared By: Jason L...

**Sav-On Pharmacy  
 Sign Variance**

# Sav-on

drugs

← PHARMACY DRIVE-THRU



**+** **BAKER**  
**MEDICAL**

**HOME  
MEDICAL  
EQUIPMENT**

STETSON • WHEELCHAIR SEAT • WHEELCHAIR BAGS  
WHEELCHAIR • WHEELCHAIR REPAIRS

**SALES • SERVICE • RENTAL**



# Sav-On Health Mart®

PHARMACY

1014 HARKRIDER STREET  
CONWAY, AR 72032

John D. Baker, P.D.  
Pharmacist/Owner

James R. Baker, Pharm.D  
Pharmacist/Owner

Bryan Patrick  
Director of Planning  
1201 Oak St  
Conway, AR 72032

June 2, 2008

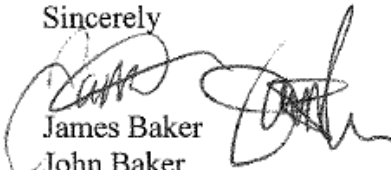
Dear Bryan:

Please accept this letter as our request for a sign variance for the repair of the electronic sign located in front of our pharmacy. Stated below are the reasons we feel that circumstances exist that warrant such a variance:

1. The sign is an existing sign established over 20 years ago and well before the ordinance was in place.
2. Sav-On Drugs and Baker Medical (located inside of Sav-On Drugs) have used this sign as a sole means of advertisement to attract business. Not having the electronic sign has and will have a significant economic impact on our business.
3. Primecare Medical Clinic uses our sign as their sole means of advertisement for their clinic along Harkrider Street. This sign has been shown by a recent survey to be one of the major contributors to their success.
4. The physical dimensions of the electronic portion of the sign will be smaller; therefore, will be a move towards compliance with the new sign ordinance.
5. The sign has served as a means of free advertising for various non-profit groups and organizations around the City of Conway.

In conclusion, we would like to emphasize the importance of this sign for the previously mentioned businesses. Approval of this variance is vital to the survival of not only our business but the business located behind our store. Thanks you for your time and consideration. If you have any questions we may be reached by phone at 501-327-6777 or 501-339-3100.

Sincerely

  
James Baker  
John Baker

DAVID L. BAKER, SR

From: "James Baker" <rxjrb@aol.com>  
To: "David Baker SR" <dlbaker@conwaycorp.net>  
Sent: Thursday, May 08, 2008 4:49 PM  
Subject: Fwd: LED Signr

James Baker  
Sav-On Drugs/Baker Medical

Begin forwarded message:

From: "Wes or Carolyn Byrd" <wbyrd@cubcitymx.com>  
Date: May 3, 2008 7:08:42 PM CDT  
To: <rxjrb@aol.com>  
Subject: LED Signr

To: Sav-On Drugs

Conway, AR

Attn: James Baker

Re: Electronic Marquee Sign

Dear James:

As you are well aware of we made a service call to repair your sign about a month ago. The computer seemed to be working okay and the fiber optic cable from the computer to the sign checked okay, however we could not get the sign to respond or even self-test with any light bulb activity at all. The self-test feature with your sign enables a service tech to bypass the computer and the fiber optics and test the sign itself from inside the sign. The data receiver card (7p10 card) has switches on it to self-test. None of these worked.

There are other PC cards (called 751 cards) that receives the data coming out of the 7p10 PC card and distribute it to the lamp driver cards which have the wedge-base lamps mounted on it.

In our opinion the sign not working is probably due to severe storms, which cause power surges or even lightning hits to cause damage to several areas of this type sign. It would be very costly both in materials and manpower for us to attempt to repair this sign. I suggest that you upgrade this twelve-year-old sign to a more modern LED sign. We can strip the old electrical parts out of the one you have and install newer and more reliable electronics in its place.

The overall physical dimensions of the new sign would be 3'4" tall X 13' long, which is a little smaller than your existing sign. The LED matrix would be 48 high X 192 columns long. The

umber of LED's on each face would be 9216, which would give you excellent graphic/animation resolution. The price of \$34,725.00 plus applicable sales tax, would include RF (wireless programming) capabilities. One of your computers having Windows XP would be great to install the ignite software on. The new sign comes with a 5-year manufacturers warranty but it doesn't include any in-field labor to replace warranted items.

There are several hundred built-in graphics/animations covering just about every theme you can imagine. The manufacturer is an 80-year-old company and is one of the world's leaders with this type sign.

Call me if you need more information. Cell-870-904-3076 or office-501-463-4521

Sincerely,

Wes Byrd- B & B Signs, Inc.

James L. Bonds, P.E.  
1215 Sturgis RD  
Conway, AR, 72034

Telephone 501-450-9222  
Fax No.: 501-450-9272  
Email: jaybonz@conwaycorp.net

August 28, 2008

Mr. Ronnie Hall  
City of Conway  
100 E. Robins St.  
Conway, AR 72032

Proposal No.: P-08261

Ref: **Engineering Design Proposal**  
40'x60' Shop Building

We appreciate the opportunity to submit a design proposal for the 40'x60' single story pre-engineered metal shop building to be constructed at the Don Owens Complex in Conway, AR. We have based our proposal on the conceptual site plan drawing and preliminary floor plan sketch you sent us on July 21, 2008.

**We propose to perform the following scope of work described below for the lump sum of \$7,900.** We can complete the drawings in approximately four weeks from your notice to proceed and receipt of the necessary information from the City of Conway. Health Department review and approval normally takes approximately two to three weeks after submission of drawings for review.

This proposal includes design services to accomplish the following scope of work:

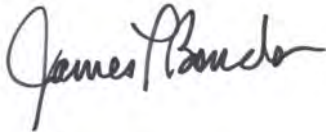
- 1) Foundation plan and details for 40'x60' pre-engineered building; exterior paving slab;
- 2) Coordination with site plan, survey, topo and existing utility information performed and furnished by others;
- 3) Prepare technical specifications, building exterior elevations, floor plan, building sections, wall sections, and details suitable for obtaining bids;
- 4) Electrical design for lighting and power;
- 5) Plumbing and Mech design;
- 6) Check shop drawings as requested/required.
- 7) Provide periodic site inspection during construction;

**This proposal specifically excludes the following:**

- 1) All geo-technical testing and soils exploration; site surveying and layout, utility location survey. *(Note: We do not foresee the need for soil borings. We can base our foundation design on conservative allowable soil bearing values for the general area.)*
- 2) Civil/structural testing that may be required during the course of construction. *(Note: Verification of soil compaction and concrete sampling and testing will be required during construction;*
- 4) Site plan design, boundary/topo surveying, and storm water permit drawings. *(Note: We will require the construction contractor to obtain the necessary storm water permits and include the cost in their bid.);*
- 5) Design of pre-engineered structural steel building components;
- 6) Construction and contract management;
- 7) Permit and/or agency review fees. Health Department review will be required. Approximate review fee is \$400 to be paid by Owner.
- 8) Full time resident engineering inspection. This proposal includes only periodic inspection services.

Call me at 501/450-9222 or Cell 501/336-4809 if you have any questions regarding this proposal.

Sincerely,

A handwritten signature in black ink that reads "James L. Bonds". The signature is written in a cursive, flowing style.

James L. Bonds, P.E.



**City of Conway, Arkansas  
Ordinance No. O-08-\_\_\_\_\_**

**AN ORDINANCE APPROPRIATING FUNDS FOR SMALL CLAIMS MEDIATION PROGRAMS; AND  
FOR OTHER PURPOSES:**

**WHEREAS**, The Arkansas Alternative Dispute Resolution (“ADR”) Commission has selected the City of Conway to receive ADR grant funds in the amount of \$4,000 to fund the promotion and implementation of alternative dispute resolution efforts.

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

**SECTION 1.** The City of Conway shall accept \$4,000 from the State of Arkansas, Arkansas Alternative Dispute Resolution Commission and shall appropriate the same amount from the General Fund Grant Account (01.935) into the District Court expenditure account (01.110.388) to cover the cost of small claims mediation programs.

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

**PASSED** this 23rd day of September, 2008.

**APPROVED:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**ATTEST:**

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



**City of Conway, Arkansas  
Ordinance No. O-08- \_\_\_\_\_**

**AN ORDINANCE ACCEPTING RESTITUTION FOR OVERTIME PERFORMED BY THE CONWAY  
POLICE DEPARTMENT PERSONNEL; AND FOR OTHER PURPOSES**

**WHEREAS**, the City of Conway received restitution from various sources totaling \$44,379 for overtime duties performed by the Conway Police Department personnel from July 1<sup>st</sup> to September 2<sup>nd</sup>, 2008.

**WHEREAS**, budgetary authority for additional required overtime has not previously been provided;

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

**Section 1.** The City of Conway shall accept restitution in the amount of \$44,379 from various sources and shall appropriate the same amount to the Conway Police Department overtime account (01.113.121).

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

**PASSED** this 23<sup>rd</sup> day of September, 2008.

**APPROVED:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**ATTEST:**

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



City of Conway, Arkansas  
Ordinance No. O-08- \_\_\_\_\_

**AN ORDINANCE WAIVING BIDS & PROVIDING SOLE SOURCE VENDOR STATUS FOR THE  
PURCHASE OF UPS BATTERIES (INCLUDING LABOR AND MAINTENANCE) FOR THE  
COMMUNICATION CENTER; AND FOR OTHER PURPOSES**

**WHEREAS**, Eaton Power Quality Corporation is the sole source provider for the UPS batteries used by the Communication Center generator system and will provide all labor and maintenance for these batteries; and

**WHEREAS**, funding for this has been previously approved by council; and

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

**Section 1.** The City of Conway shall waive the requirement for obtaining bids for the purchase of UPS batteries in the amount of \$13,994 for the Communication Center and utilize Eaton Corp. as the sole provider for this product.

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

**PASSED** this 23<sup>rd</sup> day of September, 2008.

**APPROVED:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**ATTEST:**

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





**City of Conway  
Information Technology**

**MEMORANDUM**

**TO:** Honorable Council Members  
**FROM:** Lloyd Hartzell, Chief Information Officer  
**DATE:** September 17, 2008

**SUBJECT:** Conway Emergency Operations Center / UPS

The uninterruptable power supply (UPS) unit installed at the Conway Emergency Operations Center (CEOC) is capable of powering the entire building in the event of a power outage. The UPS is a device which maintains a continuous supply of power to all lights, computers, and communication equipment that are necessary to provide 911 services to the citizens of the City of Conway and Faulkner County. After the UPS has taken over the generator engine fires up and takes over power when it has reached its full operating speed.

Not only does the UPS at the CEOC provide critical power for 911 it also provides power to and protects the AS400 that is used by Finance and the city wide network infrastructure.

The UPS at the CEOC was purchased by Faulkner County and installed in 2003 from Eaton, at which time we were aware that the 40 batteries contained in the UPS would need to be changed out every five (5) years. The power in the UPS units' 40 batteries is nominally at 480 volts when charging, and when trickle charging they keep the voltage at a consistent 540 volts. The batteries cost over \$250.00 each and contain lead which needs to be disposed of properly. Changing out the batteries in the UPS is nothing like changing out the battery in your vehicle. Each battery is chained to the next and only a trained technician can perform this function safely without risk to self harm or the UPS itself. Eaton is the manufacturer of the UPS and the batteries and provides a three (3) year warranty.

For those of you that have not seen the UPS at the CEOC I have attached a picture for your reference.





**City of Conway, Arkansas**  
**Ordinance No. O-08-\_\_\_\_\_**

**AN ORDINANCE APPROPRIATING FUNDS & WAIVING BIDS TO PURCHASE A BLADE SERVER SYSTEM;  
 DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Conway has an immediate need to replace their current data servers for which funding has not previously been appropriated by Council action; and

**WHEREAS**, the City of Conway has searched several vendors including state contract vendors and have found that Agilysys (a Hewlett Packard partner) can provide the blade server system at a lower cost;

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

**SECTION 1.** The City of Conway shall appropriate an amount not to exceed \$298,724 from account General Fund (01.990) such funds to cover the expense of the blade server infrastructure \$227,997 to Office Machines (01.112.941) and \$70,726 to Software Support (01.112.270).

**SECTION 2.** The City of Conway shall waive the requirement for obtaining competitive bids for the execution of purchasing blade servers and shall accept Agilysys as sole source vendor.

**SECTION 3.** This ordinance is necessary for the protection of the public peace, health and safety; an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

**PASSED** this 23<sup>rd</sup> day of September, 2008.

**APPROVED:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**ATTEST:**

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



**City of Conway  
Information Technology Division**

**MEMORANDUM**

**TO:** Tab Townsell, Mayor  
**FROM:** Lloyd Hartzell, CIO  
**DATE:** September 8, 2008  
**SUBJECT:** City of Conway's server infrastructure (Servers)

This year the City of Conway's server infrastructure (Servers) ended the initial service contract and we are now paying on a year to year basis.

The increased need for expansion, more processing speed, and additional storage has resulted in the need to replace our servers, and increase our storage capacity.

In our present situation, data storage is down to 10 gigabytes across all the networks. All of the servers are located in cabinets in the electronics room at the Communications Center. The storage cabinets are at physical capacity with no room to add cabinets. We currently have 12 servers and several computers running multiple applications sharing the same storage across all networks. The police department's recent addition of more in-car video cameras (65 total) will require several terabytes of storage for the storage of evidence images of crimes. The creation of a GIS Department, the storage of GIS data, and the interactive mapping for public access, have also increased our storage needs. The overall need for expansion, processing speed, and data storage will only increase as the city grows.

My proposal is to replace our current servers and storage with a Blade Server System with Storage Area Networks (SANs) using a fiber channel connection. The Blade Server System and SANs will allow for expansion not only in processing speed but the server is more efficient across the blade and will allow for seamless upgrades and expansions as needed. The Storage Area Networks (SANs) will be attached to the Blade Server System which will on the initial install have 12 terabytes of storage with the ability to expand by adding hard disks to the existing storage cabinets.

The cost of the Blade Server System with SANs project is \$298,724 which includes all hardware, rack mounts, software, and software licenses.