

City Council Members

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 – Jim Rhodes
Ward 3 Position 2 – Mary Smith
Ward 4 Position 1 – Theodore Jones, Jr.
Ward 4 Position 2 – Shelia Whitmore

City Council Meeting Tuesday, January 12th, 2009 @ 6:30pm
District Court Building – 810 Parkway St., Conway, AR 72032
5:30pm Committee Meeting:
Discussion of the Alcohol Tax

Call to Order

Roll Call

Minutes: ***December 22nd, 2009***

Mayors Announcements / Proclamations / Recognition: ***Officer of the Year: Chris Mitchell***
Firefighter of the Year: Wayne Hartness

1. Public Hearings:

A. Public hearing regarding issuance of industrial development revenue bonds for USABLE Corporation.

1. Ordinance authorizing the issuance of industrial development revenue bonds for USABLE Corporation.

2. Report of Standing Committees:

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

1. Resolution setting a public hearing to discuss the closing of a 10' Utility easement located near the north boundary of Lot 11 of I-40 Replat at 565 Amity Road.
2. Resolutions requesting the Faulkner County Tax Collector to place a certified lien on property located at 407 & 411 Donaghey Avenue as a result of incurred expenses by the City.
3. Ordinance amending Title 5 of the Conway Municipal Code as related to a curb violation.
4. Ordinance to rezone property at 1114 Gum Street from R-2 to C-3.
5. Consideration of a conditional use permit to allow MF-3 density in MF-2 zoning for the property located south and east of the intersection of Denison Street and West Martin.
6. Consideration to purchase bike racks from SFI of Conway for all City facilities & Downtown areas.

B. Public Safety Committee (Police, CEOC, Information Technology, Fire, Dist. Court & City Att., & Animal Control)

1. Consideration to accept bids for CCTV components for the Sanitation Department & District Court.

2. Consideration to reclassify a crime analyst position to an Administrative Assistant I position at the Conway Police Department.
3. Consideration to reclassify a patrol officer position to a sergeant position at the Conway Police Department for Special Events/Traffic Unit.
4. Ordinance appropriating asset forfeiture funds to cover a reclassification of a position within the Conway Police Department.
5. Ordinance to appropriate insurance proceeds received for damages to Engine 7 for the Conway Fire Department.

Old Business

New Business

1. Discussion of Department Head COLA.
2. Ordinance appropriating funds for personal services for the City of Conway.

Adjournment



**City of Conway, Arkansas
Ordinance No. O-10- ____**

AN ORDINANCE ESTABLISHING A PERMITTING PROCESS AND PRIVILEGE PERMIT FOR SELLING OR DISPENSING ANY CONTROLLED BEVERAGE WITHIN THE CITY OF CONWAY BY BUSINESSES LICENSED BY THE STATE TO SELL ALCOHOLIC BEVERAGES; LEVYING PERMIT FEES AND A CITY SUPPLEMENTAL TAX OF FIVE PERCENT (5%) UPON THE ANNUAL GROSS RECEIPTS WHICH ARE DERIVED THEREFROM; REPEALING ANY ORDINANCES IN CONFLICT; ESTABLISHING PENALTIES FOR THE VIOLATION OF THESE PROVISIONS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Title 3 of the Arkansas Code relating to Alcoholic Beverages recognizes the power of local governmental bodies to regulate the operation of establishments under that Title as may be necessary for the protection of public health, welfare, safety, and morals; and

WHEREAS, Arkansas Code Annotated § 3-9-214 authorizes a supplemental tax or fee on sales upon any permittee under that subchapter by a city or incorporated town in which the licensed premises are located; and

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

Section 1: Applicability.

- A. It is hereby declared that the business of distributing, selling, serving, or dispensing, any controlled beverage within the City of Conway, is a privilege, and for the exercise of such privilege there are hereby imposed the regulations, requirements, restrictions, fees, and taxes as set forth in this ordinance.
- B. These general provisions shall apply to all permittees in addition to any specific provisions under individual headings for each type of permit.

Section 2: Definitions. For the purposes of this ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Words and phrases not specifically defined in this chapter shall have the meanings assigned by Title Three of the Arkansas Code Annotated and/or the Arkansas Alcoholic Beverage Control Division Regulations.

Alcoholic Beverages - means all intoxicating liquors of any sort, including beer and wine.

City - means the City of Conway, Arkansas.

Controlled Beverages – means all beverages of any kind subject to regulation under any alcoholic beverage control law of the State of Arkansas and this ordinance.

On-premises consumption means the sale or dispensing of alcoholic beverages by the drink or in broken or unsealed containers for consumption on the premises where sold or dispensed.

Permit means any authorization issued by the Alcoholic Beverage Control Division of the State of Arkansas and/or by the city pursuant to any Arkansas Alcoholic Beverage Control Division regulation and/or this Ordinance whether described as a permit, license or otherwise.

Permittee means the person to whom a permit or license to sell, dispense, or distribute alcohol has been granted.

Person means any natural person, partnership, association, corporation, syndicate, or company.

Police Chief means the Chief of Police of the Conway Police Department or his/her designee.

Private Club - means a nonprofit corporation organized and existing under the laws of this state authorized to serve alcohol by the State of Arkansas and the Alcoholic Beverage Control Division.

State - means the State of Arkansas.

Supplemental Privilege Permit- A permit issued by the City of Conway for the privilege of operating a private club within the city, a Supplemental Privilege Permit is required which shall be in addition to any regular business privilege license.

Supplemental Privilege Permit fee - A fee established by the City of Conway for the privilege of operating a private club within the city, there is hereby levied an annual supplemental Privilege Permit fee in the amount of Two Hundred Fifty Dollars (\$250.00).

Section 3: Permits Required.

- A. It shall be unlawful for any person to engage in the business of distributing, selling, or dispensing within any Private Club, any controlled beverage, within the city without a permit issued by the city, or with an expired permit.
- B. The provisions of this section shall not apply to the manufacture, sale, and distribution of wines or vinous liquors manufactured, sold, and distributed by residents of Arkansas.

Section 4: Application for Permits.

- A. Application for a permit required by this section shall be in writing on a form prescribed by the City and shall be accompanied by the required fee and a copy of the applicant's state permit. No city permit will be issued until applicant has received a state permit.
- B. It shall be unlawful for any person to make any false statement or representation in any application required by this section or to give any false answer to any question contained therein.
- C. Permits required by this section shall run for a calendar year. Annual permit renewal fees shall be due and payable on <Insert Date> of each year for the succeeding year beginning <Insert Date>
- D. The city will not issue or renew any permits pursuant to this section until all outstanding Advertising & Promotion taxes and/or supplemental beverage taxes, if applicable, are paid.
- E. All permits issued by the city pursuant to this section shall be prominently displayed on the permitted premises by the permittee in the same manner as required by the state for state permits.
- F. When any state permit is revoked by the state or required to be returned to the state for any reason, the city permit shall be returned to the city. The city will restore the permit upon proof that the state permit has been restored to the applicant, provided that no reclaimed permit will be restored to an applicant until all outstanding Advertising & Promotion taxes and/or supplemental beverages taxes, if applicable, are paid.

- G. All fees taxes and penalties received by the city pursuant to this chapter shall be used for general purposes within the City of Conway pursuant to A.C.A. §3-9-223(f).
- H. Permits shall not be transferable or assignable unless and until approval is granted by the Alcoholic Beverage Control Division and notice is provided to the City of Conway and all other requirements of this ordinance are met.

Section 5: Right of City to Inspect Records. The City Clerk/Treasurer or the Chief of Police or his/her designee of the City of Conway shall have the right to inspect and examine the records of any permittee subject to any tax or permit fee based on gross sales or receipts pursuant to A.C.A. §3-2-211 and any other employee information required pursuant to the regulations of the Alcoholic Beverage Control Division, Title 1, Subtitle G, Section 1.79 (37).

Section 6: Qualifications of Applicants. Persons to whom a State Alcohol Permit has been issued are presumed qualified to hold a City Alcoholic Beverage Permit.

Section 7: Fraud and Misrepresentation by Applicant.

- A. Any person who acquires a permit or a renewal of same in violation of this section by any misrepresentation or fraudulent statement shall be deemed guilty of an offense and upon conviction thereof shall be punished in accordance with the penalties outlined in the section.
- B. Any untrue or misleading information contained in, or material omission left out of, an original, renewal or transfer Application for a permit shall be cause for the denial thereof and, if any Permit has been granted under these circumstances, there shall be cause for the revocation of the same.

Section 8: Issuance of Permit; Payment of Fee.

- A. All Permits must be obtained and fees paid not later than two weeks from the date of the delivery of the Application to the City and, if not so obtained, the issuance granted by the City shall lapse.
- B. When a Permit has been issued and the Applicant has deposited with the City the required fee, the fee shall be paid to the City Clerk/Treasurer and a Permit issued.

Section 9: Business Opening within Six Months from Permit; Issuance Required. All holders of Permits shall, within six months after the issuance of the Permit, open for business the establishment referred to in the Permit and begin dispensing the products authorized by the Permit. Failure to open the establishment and begin business as referred to above within the six-month period shall serve as automatic forfeiture and cancellation of the unused Permit, and no refund of Permit fees shall be made to the Permit holder.

Section 10: Effect of Failure to Operate Business for Six Consecutive Months. Any holder of a Permit who shall begin the operation of the business and dispensing the products as authorized in the Permit, but who shall, for a period of six (6) consecutive months thereafter, cease to operate the business or dispensing the products authorized in the Permit, shall upon completion of the six (6) month period automatically forfeit the Permit, which Permit shall, by virtue of that failure to operate, be canceled without the necessity of any further action of the City.

Section 11: Dispensing Alcoholic Beverages Outside of Permitted Premises. It shall be unlawful for any alcoholic beverage to be dispensed, or otherwise provided outside of the enclosed building, premise or place of business permitted for such, except as permitted by this section.

Section 12: Same; Payment Dates; Proration. All Permit fees shall be paid between <Insert Date> and <Insert Date> of each year. Permits obtained after <Insert Date> of each year shall pay one half of the annual fee.

Delinquent Permit fees shall be subject to a delinquent penalty of twenty-five (25%) percent of the Permit fee for each thirty (30) day period the fee remains unpaid.

Section 13: Term of Permit. No Permit shall issue for more than the remainder of the calendar year, and all shall expire at midnight, December 31 of each year. In case of the revocation or surrender of such Permit before the expiration of such calendar year period, the holder thereof shall not be entitled to receive any refund whatsoever.

Section 14: Transferability of Permits.

- A. Alcoholic Beverage Permits shall not be transferable, except as otherwise provided herein.
- B. All Applications for transfer of locations shall comply with the provisions herein set forth governing new Permits.

Section 15: Notice of Transfer of Business. Should any Alcoholic Beverage Permit holder make a request to the Alcoholic Beverage Control Division to transfer their permit to another location, individual or organization, the Police Chief shall be notified in writing of such request within seven (7) days.

Section 16: Display of Permit. Every person or organization issued a Permit pursuant to this section shall be required to display this Permit in the same location as is displayed the State Controlled Beverage Permit.

Section 17: Suspension or Revocation of Permit.

- A. Whenever the State shall revoke any Alcohol Beverage Permit, the City Permit to deal in such products shall thereupon be automatically revoked without any action by the City or any municipal officer.
- B. Should any person, firm or corporation that operates a business which is subject to the requirements of the Advertising & Promotions tax ordinance, codified at Chapter 7.60 of the Conway Municipal Code, and its enabling statutes, failed to obtain any permits required for that type of business, then the City Alcohol Beverage Permit shall thereupon be automatically revoked.
- C. Should any person, firm or corporation that operates a business which is subject to the requirements of the Advertising & Promotions tax ordinance, codified at Chapter 7.60 of the Conway Municipal Code, and its enabling statutes, become subject to unsatisfied Certificates of Indebtedness filed pursuant to the Advertising & Promotions ordinance and statutes, then the City Alcohol Beverage Permit shall thereupon be automatically revoked.

Section 18: Types of Permits/Fees/Specific Provisions/Hours of Operation.

A. Private Club Permits; Supplemental Privilege Permit

1. **Private club permit.** Authorizes the purchase of any controlled beverages from persons holding an off-premises retail liquor or beer permit who have been designated by the director of the State Alcoholic Beverage Control Board as a private club distributor, and authorizes the dispensing of such beverages for consumption on the premises of the private club to members and guests only of the private club.
2. **Supplemental Privilege Permit.** For the privilege of operating a private club within the city, a Supplemental Privilege Permit is required which shall be in addition to any regular business license.
3. **Supplemental Privilege Permit fee.** For the privilege of operating a private club within the city, there is hereby levied an annual supplemental Privilege Permit fee of \$250.00.

4. **Supplemental beverage tax.** In addition to the Supplemental Privilege Permit fee, there is hereby imposed and levied a city supplemental tax of five percent (5%) upon the annual gross receipts which are derived by such private club from charges to the members and/or their guests for the following services:
- a. For the preparation and serving of mixed drinks, and
 - b. For the cooling and serving of beer, light wine, and wine.
 - c. The city's supplemental beverage tax is in addition to the state supplemental tax on private clubs and shall be paid to the City Clerk/Treasurer's Office, shall be due monthly at the same time that the state supplemental tax is due, and shall be accompanied by one copy of the state supplemental tax return. If any permittee shall fail to remit the supplemental tax within the time period that the state tax is due, a penalty of 10% of the tax due shall be due and payable in addition to the tax.
5. **Hours of operation.** Hours of operation shall be in conformance with state statute, including Title 3 of the Arkansas Code relating to Alcoholic Beverages

Section 19: Penalty. Any person violating the provisions of this ordinance or any person who makes a false affidavit or statement or report or application to the city as part of the procedures of this ordinance shall be deemed guilty of a misdemeanor and upon conviction be fined in an amount not more than \$500.00. If a violation is found to be continuing in nature, then the fine shall be not more than \$250.00 for each day the violation is found to have occurred.

Section 20: Severability. In the event any title, subtitle, section, subsection, subdivision, paragraph, subparagraph, 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 this 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 this ordinance.

PASSED this _____ day of _____, 2010

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer

NOTICE

Notice is hereby given that a hearing will be held before the Mayor of the City of Conway, Faulkner County, Arkansas, regarding the proposed Ordinance of the City of Conway, Faulkner County, Arkansas (the "Issuer"), authorizing the issuance of the Issuer's industrial development revenue bonds in an amount of up to \$15,000,000 (the "Bonds") for the benefit of USABLE Corporation. The Bonds will be issued under the authority of Amendment 65 to the Arkansas Constitution and Act No. 9 of the First Extraordinary Session of the Sixty-Second General Assembly of the State of Arkansas, approved January 21, 1960, as amended, for the purpose of financing the costs of an industrial project consisting of real property, improvements, machinery, equipment and facilities to be located in Conway, Faulkner County, Arkansas (the "Project"). Any person interested may appear before the Issuer on the 12th day of January, 2010, at 6:30 p.m. at District Court, 810 Parkway, Conway, Arkansas, and be heard for or against the issuance of the Bonds. At such hearing, all objections and suggestions will be heard and the City Council will take such action as is deemed proper in the premises.

This notice is published and the above described hearing is to be in satisfaction of Arkansas Code Annotated Section 19-9-607.

DATED this 18th day of December, 2009.

/s/ Tab Townsell, Mayor

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF AN INDUSTRIAL DEVELOPMENT REVENUE BOND UNDER ACT NO. 9 OF THE FIRST EXTRAORDINARY SESSION OF THE SIXTY-SECOND GENERAL ASSEMBLY OF THE STATE OF ARKANSAS, APPROVED JANUARY 21, 1960, AS AMENDED, FOR THE PURPOSE OF PROVIDING FINANCING OF THE COSTS OF SECURING AND DEVELOPING INDUSTRY BY PROVIDING FINANCING FOR THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A FACILITY FOR USABLE CORPORATION; AUTHORIZING THE EXECUTION AND DELIVERY OF THE BOND AND RELATED DOCUMENTS; AUTHORIZING AND PRESCRIBING OTHER MATTERS PERTAINING TO THE INDUSTRIAL PROJECT, INCLUDING BUT NOT LIMITED TO THE ACQUISITION OF THE REAL PROPERTY NECESSARY FOR THE PROJECT, AND THE EXECUTION OF THE LEASE RELATING TO THE PROJECT; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BOND; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Conway, Arkansas (the “City”) is authorized by Act No. 9 of the First Extraordinary Session of the Sixty-Second General Assembly of the State of Arkansas, approved January 21, 1960, as amended (“Act No. 9), to acquire lands, construct and equip manufacturing building and improvements and facilities and to incur other costs and expenses and make other expenditures incidental to and for the implementing and accomplishing of the conduct of manufacturing operations; and

WHEREAS, the City is authorized by Act No. 9 to issue an Industrial Development Revenue Bond payable from revenues derived from the industrial project so acquired and constructed and secured by a lien thereon; and

WHEREAS, the necessary arrangements have been made with USABLE Corporation, an Arkansas corporation (the “Company”), for the acquisition, design, construction, equipping and operation of a data storage and processing center to be located within the City at the Meadows Industrial Park (the “Project”), and to lease the Project to the Company pursuant to the terms of a Lease Agreement by and between the City and the Company (the “Lease Agreement”); and

WHEREAS, the Company will sublease the Project to Arkansas Blue Cross and Blue Shield (the “Beneficiary”) pursuant to the terms of a Sublease Agreement by and between the Company and the Beneficiary; and

WHEREAS, the City desires to issues an Industrial Development Revenue Bond, (“USABLE Project”), Series 2010 (the “Bond”), in an amount not to exceed Thirteen Million Two Hundred Thousand Dollars (\$13,200,000) to finance the Project, including the costs of issuance of the Bond; and

WHEREAS, the Bond will be dated, bear interest, mature and be subject to redemption as set forth herein and a Bond Purchase Agreement by and among the City, Centennial Bank (the “Purchaser), and the Company;

WHEREAS, the Bond will be repaid pursuant to a pledge of all of the revenues paid pursuant to the Lease and the Sublease;

WHEREAS, the Bond will be secured with a Mortgage Agreement on the Project (the “Mortgage”) issued by the City in favor of the Purchaser;

WHEREAS, the Bond will be sold to the Purchaser pursuant to a Private Placement Memorandum (the “Private Placement Memorandum”) issued by the City; and

WHEREAS, the Company has agreed to make payments in lieu of taxes pursuant to a Payment In Lieu Of Taxes Agreement (the “PILOT Agreement”);

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

Section 1. The issuance of the Bond, the execution and delivery of the Bond, Bond Purchase Agreement, the Mortgage, the Lease Agreement, and the Private Placement Memorandum, and the acquisition, construction and equipping of the Project are hereby authorized and approved.

Section 2. Under the authority of the Constitution and laws of the State of Arkansas, including particularly Arkansas Code Annotated Title 14, Chapter 164, Subchapter 4, the Bond is hereby authorized and ordered sold and issued in a total principal amount not to exceed of Thirteen Million, Two Hundred Thousand Dollars (\$13,200,000). The Bond shall bear interest, and shall mature and be subject to sinking fund redemption in the amounts and on the dates set forth in herein. The Bond shall not be general obligations of the City, but shall be special obligations payable solely from revenues received by the City pursuant to the Lease Agreement.

Section 3. The issuance of the Bond is hereby authorized for the purposes of (i) financing the costs of the Project, and (ii) to pay the costs of issuance of the Bond. The Bonds will be subject to redemption as provided herein in accordance with the provisions of this Ordinance and the Bond Purchase Agreement.

Section 4. The Bond shall be sold to the Purchaser pursuant to and in accordance with the terms of a Bond Purchase Agreement in substantially the form submitted to the meeting at which this Ordinance is adopted, with such changes, omissions, insertions and revisions as the Mayor and City Clerk with the advice of counsel, shall deem advisable, the execution and delivery by the Mayor of such Bond Purchase Agreement to constitute conclusive evidence of the City's acceptance and approval thereof.

Section 5. The Private Placement Agreement, in substantially the form submitted to the meeting at which this Ordinance is adopted, with such changes, omissions, insertions and revisions as the Mayor and City Clerk with the advice of counsel, shall deem advisable, the execution and delivery

by the Mayor of such Private Placement Agreement to constitute conclusive evidence of the City's acceptance and approval thereof.

Section 6. The Lease Agreement, in substantially the form submitted to the meeting at which this Ordinance is adopted, with such changes, omissions, insertions and revisions as the Mayor and City Clerk with the advice of counsel, shall deem advisable, the execution and delivery by the Mayor of such Lease Agreement to constitute conclusive evidence of the City's acceptance and approval thereof.

Section 7. The Mortgage, in substantially the form submitted to the meeting at which this Ordinance is adopted, with such changes, omissions, insertions and revisions as the Mayor and City Clerk with the advice of counsel, shall deem advisable, the execution and delivery by the Mayor of such Mortgage to constitute conclusive evidence of the City's acceptance and approval thereof.

Section 8. The PILOT Agreement, in substantially the form submitted to the meeting at which this Ordinance is adopted, with such changes, omissions, insertions and revisions as the Mayor and City Clerk with the advice of counsel, shall deem advisable, the execution and delivery by the Mayor of such PILOT Agreement to constitute conclusive evidence of the City's acceptance and approval thereof.

Section 9. All actions heretofore taken by the Mayor and City Clerk in connection with the offering of the Bond including the preparation of the Private Placement Memorandum, the Bond Purchase Agreement, the Lease Agreement, the Mortgage, the PILOT Agreement and this Ordinance (the "Authorizing Ordinance") are hereby in all respects ratified and approved.

Section 10. (a) Under the authority of the Constitution and the laws of the State of Arkansas (the "State"), including in particular Act No. 9, the City of Conway Industrial Development Revenue Bond (USABLE Project), Series 2010, is hereby authorized and ordered issued in a principal amount not to exceed Thirteen Million, Two Hundred Thousand Dollars (\$13,200,000) (the "Purchase Price") for the purpose of financing the acquisition, design, construction, and equipping of the Project.

(b) The Bond shall be dated February __, 2010, and _____, 2032 shall be its final maturity. During the Construction Period, as hereinafter defined, the Bond shall bear interest at a fixed rate equal to five and three quarters of one percent (5.75%). The "Construction Period" shall commence at on the date of issuance of the Bond and shall end upon the earlier of (x) _____ days after the issuance of a certificate of occupancy by the City of Conway for building to be constructed as part of the Project, or (y) _____, 2012. After the Construction Period, the Bond shall bear interest at a variable rate established at the current Wall Street Journal Prime Rate plus one percent (1.0%) on the date of issuance and further adjusted by the same margin in two (2) year intervals, with a 5.75% rate floor and a 9.75 rate cap for the life of the Bond.

(c) The Purchaser agrees to purchase the Bond from the Issuer in installments from time to time in an amount up to the Purchase Price, and the Issuer hereby agrees to sell the Bond to the Purchaser at a price of one hundred percent (100%) of the Principal Amount of the Bond purchased from time to time. The purchase price shall be paid in a series of advances in accordance with the Bond Purchase Agreement. The initial advance shall take place on the date of issuance to pay the costs of acquiring the real estate for the Project and paying all of the costs of issuance of the Bond. So long as the Company is in compliance with the terms and provisions of this Ordinance,

the Bond Purchase Agreement and the Lease Agreement, the Purchaser agrees to approve and make advances of the Purchase Price of the Bond (“Disbursements”) to pay Project costs as follows:

- (i) Disbursements shall only be made based upon actual work completed;
- (ii) The Company may request reimbursements for costs not more often than monthly, provided, however, during the Project performance period requests for reimbursements shall be limited to quarterly; and
- (iii) All requests for Disbursements shall be made by forwarding a completed copy of a disbursement request in a form acceptable to the Purchaser to the Purchaser, along with the documentation for eligible Project costs incurred since the last disbursement request and not previously submitted.

Each advance shall bear interest from the date of issuance (the “Advance Date”). Interest accrued during the Construction Period shall be paid monthly. Thereafter, the final total principal amount equal to the amount advanced in accordance with the terms of this Bond Purchase Agreement, an amount not to exceed the Purchase Price, shall be payable in two hundred and forty (240) monthly payments beginning on the first day of the month following the end of the Construction Period.

If for any reason the Company does not utilize the entire amount of the Purchase Price for completion of the Project, the principal amount of the Bond shall be reduced to the amount actually advanced under the terms of this Bond Purchase Agreement. In such an event, upon the request of the Company, the Issuer agrees to execute, and the Purchaser agrees to accept, a new Bond in the actual amount of the outstanding principal amount of the debt.

(d) The principal of and interest on the Bond shall be payable in lawful money of the United States of America at the office of the Purchaser in Little Rock, Arkansas. Payment of principal of and interest on the Bond shall be paid by check or draft to the Purchaser, or in such other manner and at such other address as is furnished to the Issuer and the Company in writing by the Purchaser. In any case where the date of payment of interest on or principal of the Bond (a “Payment Date”) shall be a Saturday or Sunday or shall be in the State a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such Payment Date but may be made on the next succeeding business day with the same force and effect as if made on the Payment Date, and no interest shall accrue for the period after the Payment Date.

(e) The Bond shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk/Treasurer and shall have impressed or imprinted thereon the seal of the City. The Bond, together with interest thereon, is secured by and are payable solely from the revenues derived from the Lease Agreement which are hereby pledged and mortgaged for the payment of the Bond.

(f) In case the Bond shall become mutilated or be destroyed, the City shall, if not then prohibited by law, cause to be executed and delivered to the Purchaser a new bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated bond, or in lieu of and in substitution of such bond destroyed or lost, upon the owner

paying the reasonable expenses and charges of the City in connection therewith, and, in the case of a bond destroyed or lost, the filing with the City evidence satisfactory to it that such bond was destroyed or lost, and of the requestor's ownership thereof, and furnishing the City with indemnity satisfactory to it. In such event, the City may pay the new bond without the surrender thereof. Upon the issuance of a new bond under this Section 9(f), the City may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

(g) The Bond is transferable only in accordance with the terms and conditions of the Bond Purchase Agreement, and in compliance with the laws of the State and the laws of the United States of America.

Section 11. To prescribe additional terms and conditions upon which the Bond is to be executed, accepted, held and secured, the Mayor is hereby authorized and directed to execute the Bond Purchase Agreement, the Mortgage, and the Lease Agreement, and the City Clerk is hereby authorized and directed to acknowledge such documents and to affix the seal of the City thereto.

Section 12. The Bond shall be in substantially the following forms and the Mayor and City Clerk are hereby expressly authorized and directed to make all recitals contained therein:

(Form of Series 2010 Bond)

UNITED STATES OF AMERICA
STATE OF ARKANSAS
CITY OF CONWAY
INDUSTRIAL DEVELOPMENT REVENUE BOND
(USABLE PROJECT)
SERIES 2010
(Federally Taxable)

Interest Rate: See Below

Maturity Date: _____, 2032

Interest Commencement Date: February ____, 2010

Purchaser: Centennial Bank

Principal Amount: Thirteen Million, Two Hundred Thousand Dollars

KNOW ALL MEN BY THESE PRESENTS:

That the City of Conway, County of Faulkner, State of Arkansas (the "City"), for value received, hereby promises to pay, but solely from the source hereinafter referred to, to the order of the Purchaser the Principal Amount shown above on the Maturity Date shown above (except as the provisions hereinafter set forth with respect to redemption of this Bond prior to maturity may become applicable hereto), in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, at the office of the Purchaser in Little Rock, Arkansas, and in like manner to pay to the Purchaser, by check or draft mailed to the Purchaser at such address, interest thereon from the Interest Commencement Date shown above, payable as follows:

- (a) During the Construction Period, as hereinafter defined, the Bond shall bear interest at a fixed rate equal to five and three quarters of one percent (5.75%). The "Construction Period" shall commence at on the date of issuance of the Bond and shall end upon the earlier of (x) _____ days after the issuance of a certificate of occupancy by the City of Conway for building to be constructed as part of the Project, or (y) _____, 2012.
- (b) After the Construction Period, the Bond shall bear interest at a variable rate established at the current Wall Street Journal Prime Rate plus one percent (1.0%) on the date of issuance and further adjusted by the same margin in two (2) year intervals, with a 5.75% rate floor and a 9.75 rate cap for the life of the Bond.

The Purchaser agrees to purchase the Bond from the City in installments from time to time in an amount up to the Principal Amount, and the Issuer hereby agrees to sell the Bond to the Purchaser at a price of one hundred percent (100%) of the Principal Amount of the Bond purchased from time to time. The purchase price shall be paid in a series of advances in accordance with the Bond Purchase Agreement, as hereinafter defined. The initial advance shall take place on the date of issuance and the Purchaser shall make additional periodic advances thereon as provided

in the Bond Purchase Agreement. After the Construction Period, the final total principal amount equal to the amount advanced in accordance with the terms of the Bond Purchase Agreement, an amount not to exceed the Principal Amount, shall be payable in two hundred and forty (240) monthly payments beginning on the first day of the month following the end of the Construction Period.

If for any reason the Purchaser does not advance the entire amount of the Principal Amount, the Principal Amount of the Bond shall be reduced to the amount actually advanced under the terms of the Bond Purchase Agreement.

This Bond is a duly authorized bond of the City designated "Industrial Development Revenue Bond (USABLE Project), Series 2010", limited in aggregate principal amount up to \$13,200,000 (the "Bond"), issued for the purpose of financing cost of the acquisition, design, construction, and equipping certain data storage and processing facilities, pursuant to the provisions of a Lease Agreement (the "Lease Agreement") dated as of February __, 2010 (the "Lease Agreement"), by and between the City and USABLE Corporation (the "Company"). The City will utilize the proceeds of the Bond as directed by the Company under the terms of the Lease Agreements by the authority of and in full compliance with the provisions, restrictions, and limitations of the Constitution and statutes of the State of Arkansas (the "State"), including the provisions of Act No. 9 of the First Extraordinary Session of the Sixty-Second General Assembly of the State of Arkansas, approved January 21, 1960 (Arkansas Code Annotated Title 14, Chapter 164, Subchapter 2), as amended (the "Act"), and all other laws of the State applicable thereto, and pursuant to proceedings duly held by the governing body of the City. Under the terms of the Lease Agreement, the Company is obligated to pay amounts which are sufficient to pay the principal of and interest on the Bond as the same shall become due in accordance with their terms and provisions and the terms and provisions of the Bond Purchase Agreement between the City and the Purchaser dated as of February __, 2010 (the "Bond Purchase Agreement").

The bond is issued pursuant to and in full compliance with the Constitution and laws of the State, including particularly the Act and pursuant to Ordinance No. _____ duly adopted on January __, 2010 (the "Authorizing Ordinance"), and does not constitute an indebtedness of the City within any constitutional or statutory limitation.

THE BOND IS A LIMITED OBLIGATION ONLY OF THE CITY. NEITHER THE STATE NOR ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATE SHALL BE OBLIGATED TO PAY THE BOND OR INTEREST THEREON. IN NO EVENT SHALL THE BOND CONSTITUTE AN INDEBTEDNESS FOR WHICH THE FAITH AND CREDIT, THE TAXING POWER OR ANY REVENUES OF THE CITY, THE STATE OR ANY OTHER POLITICAL SUBDIVISION OR AGENCY THEREOF ARE PLEDGED.

The Bond is issuable as a single bond in the denomination of \$13,200,000.

The Bond is subject to optional redemption prior to maturity, at the option of the City, in whole or in part, at any time after issuance from any monies available to the City and deposited with the Purchaser at a redemption price of 100% of the outstanding principal amount of the Bond or portions thereof to be so redeemed plus accrued interest on the date fixed for redemption.

The City, at the direction of the Company, shall call the Bond for optional redemption only when it shall have been notified by the Company to do so. Notice of any optional redemption to the Purchaser shall specify the principal amount of the Bond to be redeemed and the redemption date. The City will give notice to the Purchaser at least fifteen (15) days prior to the day on which the City intends to redeem the Bond.

The Bond is callable for redemption by the City prior to maturity from the proceeds of any insurance or condemnation award as provided in the Lease Agreements, in part, at any time, at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date.

On or prior to the date fixed for redemption, moneys shall be on deposit with the Purchaser to pay, and the Purchaser is hereby authorized and directed to apply such funds to the payment of principal on the Bond or portions thereof called, together with accrued interest thereon to the redemption date. Upon the deposit of moneys for redemption as provided in this paragraph, interest on the Bond or portion thereof thus called shall no longer accrue.

The Bond does not constitute a general obligation of the City, but is a limited obligation and recourse for any payment of the principal, interest and other charges with respect to the Bond and the instruments and documents executed and delivered by the City in connection therewith, including, but not limited to, the Bond Purchase Agreement, the Mortgage and the Lease Agreement, may be had solely and exclusively from the rent payments received by the City pursuant to the Lease Agreement, and any other security given to secure such indebtedness or obligations under such instruments or documents.

Pursuant to the provisions of the Lease Agreement, the Company has agreed to cause to be made monthly bond payments sufficient for the prompt payment, when due, of the principal of and interest on the Bond, which payments are to be paid directly to the Purchaser, and such monthly bond payments under the Lease Agreement have been duly pledged and assigned to the Purchaser for that purpose. In addition, the rights of the City (other than certain rights specifically retained by the City in the Lease Agreement including but not limited to indemnification rights and the right to payment of all fees and expenses of the City related to the Bond) under the Lease Agreement and the Mortgage have been assigned to the Purchaser to secure payment of such principal of and interest on the Bond under the Bond Purchase Agreement.

No recourse shall be had for the payment of the principal of or interest on the Bond or for any claim based thereon or upon any obligation, covenant, or agreement contained in the Bond, the Bond Purchase Agreement, or the Lease Agreement, against any past, present or future officer, employee or agent of the City, either directly or through the City or any successor of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such officer, employee or agent as such is hereby expressly waived and released as a condition of and consideration for the execution of the Bond Purchase Agreement and the issuance of any of the Bond.

In certain events, on the conditions, in the manner, and with the effect set forth in the Bond Purchase Agreement, the principal of the Bond issued under the Bond Purchase Agreement and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. If the principal of the Bond shall have become due

or declared due and payable, all moneys received by the Purchaser under the default provisions of the Bond Purchase Agreement shall be applied as provided in the Bond Purchase Agreement.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Bond Purchase Agreement, the Lease Agreement and the Mortgage, and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by the bonds, together with all obligations of the City, does not exceed or violate any constitutional or statutory limitation; and that the amounts payable under the Lease Agreement and pledged to the payment of the principal of and premium, if any, and interest on this Bond, as the same become due and payable, will be sufficient in amount for that purpose.

IN WITNESS WHEREOF, the City of Conway, Arkansas has caused this Bond to be executed in its name by the manual signature of its Mayor and its seal to be impressed or imprinted hereon and attested by the manual signature of its City Clerk as of the Interest Commencement Date specified above.

CITY OF CONWAY, ARKANSAS

ATTEST:

By: _____
Tab Townsell, Mayor

By: _____
Michael O. Garrett, City Clerk

Section 13. The Bond shall be subject to redemption prior to maturity in accordance with the terms set out in the bond form.

Section 14. The Mayor and the City Clerk, for and on behalf of the City, are authorized and directed to do any and all things necessary to effect the preparation, execution and delivery of the Bond Purchase Agreement, the performance of all obligations of the City under the Bond Purchase Agreement, the issuance, execution, sale and delivery of the Bond; the execution and delivery of the Lease Agreement, the Mortgage and the PILOT Agreement, the use of a portion of the proceeds from the Bonds to commence acquisition and construction of the Project, and the performance of all acts enumerated in this Ordinance and all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor and City Clerk are further authorized and directed, for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof.

Section 15. In the event the office of Mayor, City Clerk, or the City Council shall be abolished, or any two or more of such offices shall be merged or consolidated, or in the event the duties of a particular office shall be transferred to another office or officer, or in the event of a vacancy in any such office by reason of death, resignation, removal from office or otherwise, or in the event any such officer shall become incapable of performing the duties of his office by reason of sickness, absence from the City or otherwise, all powers conferred and all obligations and duties imposed upon such office or officer shall be performed by the office or officer succeeding to the principal functions thereof, or by the office or officer upon whom such powers, obligations and duties shall be imposed by law.

Section 16. The City covenants that it will not sell or lease the Project, or any substantial portion thereof, except as contemplated and permitted by this Ordinance and the Bond Purchase Agreement. All revenues derived from such dispositions shall be pledged to the repayment of the Bond.

Section 17. To the extent the City is involved with the acquisition, construction and equipping of the Project, it is hereby recognized that it requires highly specialized work and specialized types of machinery and equipment, and it has been determined by the City Council that competitive bidding is not feasible or practical. Therefore, the requirements under ordinances of the City or under laws of the State of Arkansas for competitive bidding be, and the same are, hereby waived as to this particular Project. This action is take by the City Council pursuant to applicable laws of the State of Arkansas, including particularly Section 5 of Act No. 28 of the Acts of Arkansas of 1959 (Ark. Code Ann. § _____).

Section 18. The appointment of Wright, Lindsey & Jennings LLP as Bond Counsel is hereby approved and ratified.

Section 19. The provisions of this Ordinance are hereby declared to be separable and if any provision shall for any reason be held illegal or invalid, such holding shall not affect the validity of the remainder of this Ordinance.

Section 20. All ordinances and resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

Section 21. Emergency. It is hereby ascertained, found and declared that an immediate need exists for the securing and developing of substantial industrial operations in order to provide additional employment, alleviate unemployment and otherwise benefit the public health, safety and welfare of the City and the inhabitants thereof and the issuance of the Bond authorized herby and the taking of other action authorized herein are immediately necessary in connection with the securing and developing of industrial operations and deriving the public benefits referred to above. It is, therefore, declared that an emergency exists and this Ordinance, being necessary for the immediate preservation of the public peace, health and safety, shall take effect immediately and be in full force upon and after its passage.

PASSED: January __, 2010

ATTEST:

APPROVED:

CITY CLERK

MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY

CERTIFICATE

STATE OF ARKANSAS)

COUNTY OF FAULKNER)

I, Michael O. Garrett, City Clerk of the City of Conway, Arkansas, certify that the foregoing is a true and correct copy of Ordinance No. _____ of the Ordinances of the City of Conway, Arkansas entitled: “AN ORDINANCE AUTHORIZING THE ISSUANCE OF AN INDUSTRIAL DEVELOPMENT REVENUE BOND UNDER ACT NO. 9 OF THE FIRST EXTRAORDINARY SESSION OF THE SIXTY-SECOND GENERAL ASSEMBLY OF THE STATE OF ARKANSAS, APPROVED JANUARY 21, 1960, AS AMENDED, FOR THE PURPOSE OF PROVIDING FINANCING OF THE COSTS OF SECURING AND DEVELOPING INDUSTRY BY PROVIDING FINANCING FOR THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A FACILITY FOR USABLE CORPORATION; AUTHORIZING THE EXECUTION AND DELIVERY OF THE BOND AND RELATED DOCUMENTS; AUTHORIZING AND PRESCRIBING OTHER MATTERS PERTAINING TO THE INDUSTRIAL PROJECT, INCLUDING BUT NOT LIMITED TO THE ACQUISITION OF THE REAL PROPERTY NECESSARY FOR THE PROJECT, AND THE EXECUTION OF THE LEASE RELATING TO THE PROJECT; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BOND; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY,” adopted by the City Council of the City on January ____, 2010, and that the Ordinance is of record in the official records of the City in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of January, 2010.

CITY CLERK

PAYMENT IN LIEU OF TAX AGREEMENT

This PAYMENT IN LIEU OF TAX AGREEMENT (the "Agreement") is entered into on this ___ day of February, 2010, by and between the CITY OF CONWAY, ARKANSAS (the "City"), and USABLE Corporation, an Arkansas corporation (the "Company");

W I T N E S S E T H :

WHEREAS, the Company has indicated its intent to acquire, construct and equip a data processing and storage center in the City; and

WHEREAS, these activities by the Company will require substantial capital expenditure and will help create jobs and increase employment in the City; and

WHEREAS, in order to facilitate the foregoing, and to also provide incentive to the Company to consider locating its data center in the City, the City proposes to issue its Industrial Development Revenue Bond, Series 2010 (USABLE Project) under the provisions of Act 9 of the Special Session of General Assembly of the State of Arkansas, approved January 21, 1960, as amended, and the Economic and Industrial Development Revenue Bonds Law of 1985 (collectively, the "Act 9 Bond"); and

WHEREAS, the Act 9 Bond shall be issued for the purpose of financing the cost of the acquisition, construction, and equipping of the Company's data processing and storage center, the acquisition of equipment to be placed within the facility, and the payment of costs associated with the issuance of the Act 9 Bond; and

WHEREAS, the Act 9 Bond may also be issued for the purpose of financing any new or additional lands, buildings, improvements, and any new or relocated equipment sited within any such new or additional such buildings or improvements; and

WHEREAS, the Act 9 Bond may also be issued for any new or relocated equipment sited within any other building or improvements owned or leased by the Company, and used in by the Company in the City (any and/or all of the scenarios listed directly above shall collectively be referred to hereinafter as the "Project"); and

WHEREAS, the Project will be leased by the City to the Company pursuant to a Lease Agreement dated as of the date of the Act 9 Bond (the "Lease") and the Act 9 Bond will be secured by a pledge of revenues from the Project including, in particular, lease rentals to be paid by the Company to the City under the Lease; and

WHEREAS, the Lease will provide that the Company is obligated to pay all taxes and assessments, general and special, levied and assessed on the Project during the term of the Lease, as well as water and sewer charges, assessments and other governmental charges and impositions; and

WHEREAS, the Company is informed and understands that, notwithstanding the provisions of the Lease, under Article 16, Section 5 of the Constitution of the State of Arkansas as implemented by Act 497 of 1981 (Act No. 497), and under the decision of the Supreme Court of the State of Arkansas in the case of Wayland v. Snapp, 232 Ark. 57, 334 S. W. 2d 663 (1960), the Project will be exempt from ad valorem taxes because it will be owned by the City and used for a public purpose within the meaning of the applicable constitutional and statutory provisions affording the exemption; and

WHEREAS, the Company and the City agree that the Company, as Lessee of the Project owned by the City will, in fact, pay no ad valorem taxes under the provisions of the Lease on the Project; however, it is the mutual desire of the City and the Company that the Company make payments in lieu of taxes on the Project.

NOW, THEREFORE, to induce the City to proceed with the issuance of the Act 9 Bond for the purposes indicated, and to induce the Company to proceed with the Project, which will inure to the benefit of the Company and the City, and for other valuable consideration, the receipt of which is hereby acknowledged, the Company agrees with the City as follows:

1. With respect to tax years 2010 through 2032 (or for so long as the Act 9 Bond is outstanding), the Company will make payments in lieu of taxes on or before October 1 of the succeeding year equal to thirty five percent (35%) of the ad valorem taxes assessed in such year as if the Project were deemed not to be for a public purpose. It is understood that the overall percentage of payment of ad valorem taxes as calculated for the entire term of this Agreement shall not be less than 35% of such ad valorem taxes, but can be a different percentage for a particular tax year or tax years, so long as this stated overall limitation is not exceeded.

2. If the Company finances, pursuant to Act 9 of 1960, as amended, additional lands, building, improvements, equipment and facilities to the Project, including the replacement of original equipment ("Additional Improvements"), in an amount not less than Five Million Dollars (\$5,000,000), then, the Company shall receive additional relief from taxes arising from such Additional Improvements by making payments in lieu of taxes upon such Additional Improvements on or before October 1 of the succeeding year equal to thirty five percent (35%) of the ad valorem taxes assessed in such year as if the Additional Improvements were deemed not to be for a public purpose commencing in the tax year such Additional Improvements are installed and financed with the proceeds of future bonds issues in accordance with Act 9 to and until the debt on the Project and the Additional Improvements has been paid in full.

3. The City agrees to distribute each payment hereunder among the taxing authorities in the proportion that the millage collected by each bears to the total millage collected by all during the year of distribution.

4. Payments hereunder are not intended to be in lieu of (i) any licenses, occupation or privilege tax or fee imposed upon the Company for or with respect to its right to carry on its business in the State of Arkansas, (ii) any special benefit or local improvement tax or assessment, or (iii) fees or charges for utility services rendered, such as for water or sewer services.

5. The City and the Company agree to use commercially reasonable efforts to sustain the enforceability of this Agreement. However, if by any reason there is a change in the Constitution of the State of Arkansas, a change by the Supreme Court of the State of Arkansas in its interpretation of the Constitution, a change by the General Assembly of the State of Arkansas or otherwise, and the Company is required to pay any tax for which the payments specified in paragraph 1 above are intended to be in lieu, the Company may deduct the aggregate of any such payments made by it from any amount herein agreed to be paid under paragraph 1.

6. This Agreement shall terminate and be of no further force and effect from and after the date that the Lease shall terminate for any purpose other than a default on the part of the Company. If such termination shall be at a point constituting a portion of a year, the Company shall pay, for the year in which termination occurred, that portion of the specified annual payment that the number of days in such year that the Project was exempt prior to the termination bears to 365 days.

7. This Agreement shall be binding upon the successors and assigns of the Company, but no assignment shall be effective to relieve the Company of any of its obligations hereunder unless expressly authorized and approved in writing by the City.

8. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officials and officers as of the day and year first hereinabove written.

CITY:

CONWAY, ARKANSAS

By: _____
Mayor

COMPANY:

USABLE CORPORATION

By: _____

Title: _____



City of Conway, Arkansas
Resolution No. O-10- _____

A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSING OF A 10' UTILITY EASEMENT LOCATED NEAR THE NORTHERN BOUNDARY OF LOT 11 OF I-40 REPLAT AT 565 AMITY ROAD:

WHEREAS, a petition has been filed with the City Council of the City of Conway, Arkansas by **Tim Tyler Surveying & Mapping, Inc., on behalf of Nabholz Properties, Inc.**, to abandon a 10' utility easement described as the North 10 feet of Lot 11 of I-40 South Replat, to the City of Conway, Faulkner County Arkansas more particularly described as

Being a 10' utility easement described at the North 10 feet of Lot 11 of I-40 South Replat as shown on Plat of Records in Plat Book J, Page 33, Records of Faulkner County, Arkansas. Also lying adjacent to the south side of Bill Dean Drive, which was closed by Ordinance #O-07-146, dated November 27, 2007 in Document #2007-25217.

and within the corporate limits of the City of Conway, Arkansas; and

WHEREAS, upon the filing of the petition with the City, the City shall set a date and time for a hearing before the City Council for consideration of the petition.

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

1. That the City Council shall hear said petition at its regular meeting to be held at District Court Building, 810 Parkway Street, Conway, Arkansas, on the 26th day of January 2010 at 6:30 p.m.
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the manner prescribed by law.

PASSED this 12th day of January, 2010.

APPROVED:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway - Mayor's Office
 1201 Oak Street
 Conway, AR 72032
www.cityofconway.org



Memo:

To: Mayor Tab Townsell
CC: City Council Members
 Barbara McElroy, Code Enforcement

From: Felicia Rogers
Date: January 7, 2010
Re: Certified Liens – Code Enforcement

The following resolutions are included for a request to the Faulkner County Tax collector to place a certified lien against real property as a result of incurred expenses by the City.

The properties & amount (plus a ten percent collection penalty) are as follows:

1. 2104 Sugar Creek	\$166.74
2. 324 & 326 Heferford Street	\$175.69
3. 2 Eva Lane	\$206.42
4. 1008 Oak Street	\$322.46
5. 615 Donaghey Avenue	\$924.41



City of Conway, Arkansas
Resolution No. R-10-_____

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

WHEREAS, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on 2104 Sugar Creek within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

WHEREAS, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$166.74 (plus a ten percent collection penalty) to be thereafter certified to the Faulkner County Tax Collector; and

WHEREAS, a hearing for the purpose of determine such lien has been set for **January 12th, 2010** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

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

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

ADOPTED this 12th day of January, 2010.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

**Conway Code Enforcement
Incident Report**

Date of Violation: 10-15-09

Violator Name: Sarah Farnam

Address of Violation: 2104 Sugar Creek

Violation Type: Tall grass, rubbish/trash

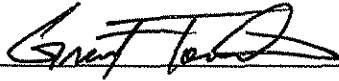
Warning #: CE9514

Description of Violation and Actions Taken:

On 10-15-09 I received a complaint concerning tall grass and rubbish/trash at 2104 Sugar Creek. Upon arrival I noticed that the residence was in violation of the tall grass ordinance and the rubbish/trash ordinance. A warning was issued to the listed property owner in Arkansas County Data. The warning was sent via both certified and regular mail to the listed mailing address for the owner. The certified letter was signed for on 10-20-09 and the property was rechecked on 10-29-09. No progress had been made and the property was scheduled for cleanup. Pictures were also taken at this time. Sometime between 10-29-09 and 11-25-09, which was the day the property was cleaned the grass was mown. However, the pile of rubbish/trash was still on the property. The property was cleaned on 11-25-09 with pictures taken before and after the cleanup. Pictures are on file for review.

Code Enforcement Officer: Grant Tomlin

Officer Signature: _____



Date: 1-04-10

Time: 1037



**City of Conway, Arkansas
Resolution No. R-10-_____**

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

WHEREAS, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on 324 & 326 Hereford Street within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

WHEREAS, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$175.69 (plus a ten percent collection penalty) to be thereafter certified to the Faulkner County Tax Collector; and

WHEREAS, a hearing for the purpose of determine such lien has been set for **January 12th, 2010** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

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

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

ADOPTED this 12th day of January, 2010.

Approved:

Mayor Tab Townsell

Attest:

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

**Conway Code Enforcement
Incident Report**

Date of Violation: 11-09-09

Violator Name: Erma Duke (property owner)

Address of Violation: 324 & 326 Hereford

Violation Type: Rubbish, brush, trash and furniture

Warning #: 9734 & 9735

Description of Violation and Actions Taken: On 11-9-09 a warning was issued for the listed violations. The owner of the property had been warned before about maintaining property. On 11-17-09 I performed a recheck and nothing had been done. Letters were sent regular and certified mail on 11-18-09. The certified letter was signed for on 11-20-09 by C. Duke. I checked the property on 11-30-09 and no progress had been made so clean up was scheduled. On 12-07-09 the property was brought back into compliance by the physical plant. Pictures are on file and available upon request.

Code Enforcement Officer: Oattie Cowgill

Officer Signature: _____

Oattie R Cowgill

Date: 12-30-09

Time: 1610hrs.





City of Conway, Arkansas
Resolution No. R-10-_____

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

WHEREAS, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on 2 Eve Lane within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

WHEREAS, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$206.42 (plus a ten percent collection penalty) to be thereafter certified to the Faulkner County Tax Collector; and

WHEREAS, a hearing for the purpose of determine such lien has been set for **January 12th, 2010** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

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

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

ADOPTED this 12th of January, 2010.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

**Conway Code Enforcement
Incident Report**

Date of Violation: 11-10-09

Violator Name: Timothy and Chasity Ashley

Address of Violation: 2 Eve Lane

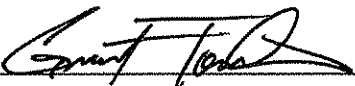
Violation Type: Tall grass

Warning #: CE9711

Description of Violation and Actions Taken:

On 11-10-09 I noticed that the property located at 2 Eve Lane was in violation of the Conway Nuisance Abatement Ordinance, section 3.2.4, for tall grass. The residence was vacant and a warning was issued to the listed property owners in Arkansas County Data. The warning was sent via both certified and regular mail to the listed address for the owners. The letters were returned as undeliverable on 11-20-09. A recheck was made on the property at this time and no progress had been made. The property was schedule for mowing at this time and pictures were taken. The property was mowed on 11-25-09 with pictures taken before and after. Pictures are on file for review. This property was in foreclosure and was auctioned off.

Code Enforcement Officer: Grant Tomlin

Officer Signature:  _____

Date: 1-04-09

Time: 1049



**City of Conway, Arkansas
Resolution No. R-10-__**

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

WHEREAS, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on **1008 Oak Street** within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

WHEREAS, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount **\$322.46** (plus a ten percent collection penalty) to be thereafter certified to the Faulkner County Tax Collector; and

WHEREAS, a hearing for the purpose of determine such lien has been set for **January 12th, 2010** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

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

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

ADOPTED this 12th day of January, 2010.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Resolution No. R-10-_____

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

WHEREAS, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on 615 Donaghey Avenue within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

WHEREAS, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$924.41 (plus a ten percent collection penalty) to be thereafter certified to the Faulkner County Tax Collector; and

WHEREAS, a hearing for the purpose of determine such lien has been set for **January 12th, 2010** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

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

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

ADOPTED this 12th day of January, 2010.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

**Conway Code Enforcement
Incident Report**

Date of Violation: 10-6-09

Violator Name: Scotty D. Humphrey

Address of Violation: 615 Donaghey Avenue

Violation Type: Rubbish/trash, appliance/furniture, vehicles/trailers, sign

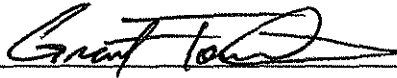
Warning #: CE9367

Description of Violation and Actions Taken:

On 10-6-09 I received a complaint on a residence at 615 Donaghey Avenue. The complaint was concerning a large sign in the yard, rubbish/trash and appliances/furniture. When I arrived at the residence, I observed the listed violations and also an abandoned/inoperable vehicle on the premises. A warning (CE9367) was issued to the listed resident for the violations. This property had numerous appliances, old lawn mowers which were in various states of disassembly and various other items of trash scattered around the lawn. The property was rechecked on 10-14-09 and no progress had been made. Certified and regular letters were sent to the residence concerning the violations. The property was rechecked again on 11-6-09 with no progress. The property was checked again on 11-31-09, again with no progress. A certified letter was then sent to the owner of the property concerning the violations. No progress was made and the property was scheduled for cleanup. The property was cleaned on 12-4-09 with pictures taken before and after the cleanup was complete. Pictures are on file for review.

Code Enforcement Officer: Grant Tomlin

Officer Signature: _____



Date: 1-04-10

Time: 0950



**City of Conway, Arkansas
Ordinance No. O-10-___**

**AN ORDINANCE AMENDING TITLE 5 (HEALTH & SANITATION) OF THE CONWAY MUNICIPAL CODE;
REPEALING ANY ORDINANCES IN CONFLICT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES**

WHEREAS, the Mayor and City Council desire to amend Title 5 of the Conway Municipal Code;

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

SECTION 1. Title 5 (Health & Sanitation) and its Section 5.04.11.E (Collection) shall be amended to read as follows:

1. **5.04.11.E.1** Any person, firm and/or corporation violating any of the provisions of this ordinance shall, except as provided for, be guilty of an unclassified misdemeanor and, upon conviction, shall be fined not less than Five Dollars (\$5.00) if paid on or before the court appearance date on the citation. A curb citation shall be provided for the convenience of residents. If the citation is not paid on or before the court appearance date or is contested in District Court, a violator is subject to court costs of \$25.00 pursuant to ARK. CODE ANN. § 16-10-305 (a) (4).
2. **5.04.11.E.2** The penalty for subsequent offenses shall be:
 - a. Ten Dollars (\$10.00) for the second offense that occurs within twelve (12) months of the prior offense.
 - b. Twenty Dollars (\$20.00) for the third offense that occurs within twelve (12) months.
 - c. Fifty Dollars (\$50.00) for the fourth and all subsequent offenses that occur within twelve (12) months.

SECTION 2. That any ordinance which conflicts with this ordinance is hereby repealed to the extent of the conflict.

SECTION 3. That this ordinance is necessary for the protection of the peace, health and safety of the citizens of Conway, and therefore, an emergency is declared to exist, and this ordinance shall go into effect from and after its passage and approval.

PASSED this 12th day of January, 2010.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-10- _____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 1114 GUM STREET FROM R-2 TO C-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:

Lot 13, Block 3, Erbacher Addition to the City of Conway, Faulkner County Arkansas

to those of **C-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 12th day of January, 2010.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

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

December 28, 2009

Council Members
Conway, AR 72032

Dear Council Members:

A request for a rezoning from R-2 to C-3 for property located at 1114 Gum Street with the legal description

Lot 13, Block 3, Erbacher Addition to the City
of Conway, Faulkner County Arkansas

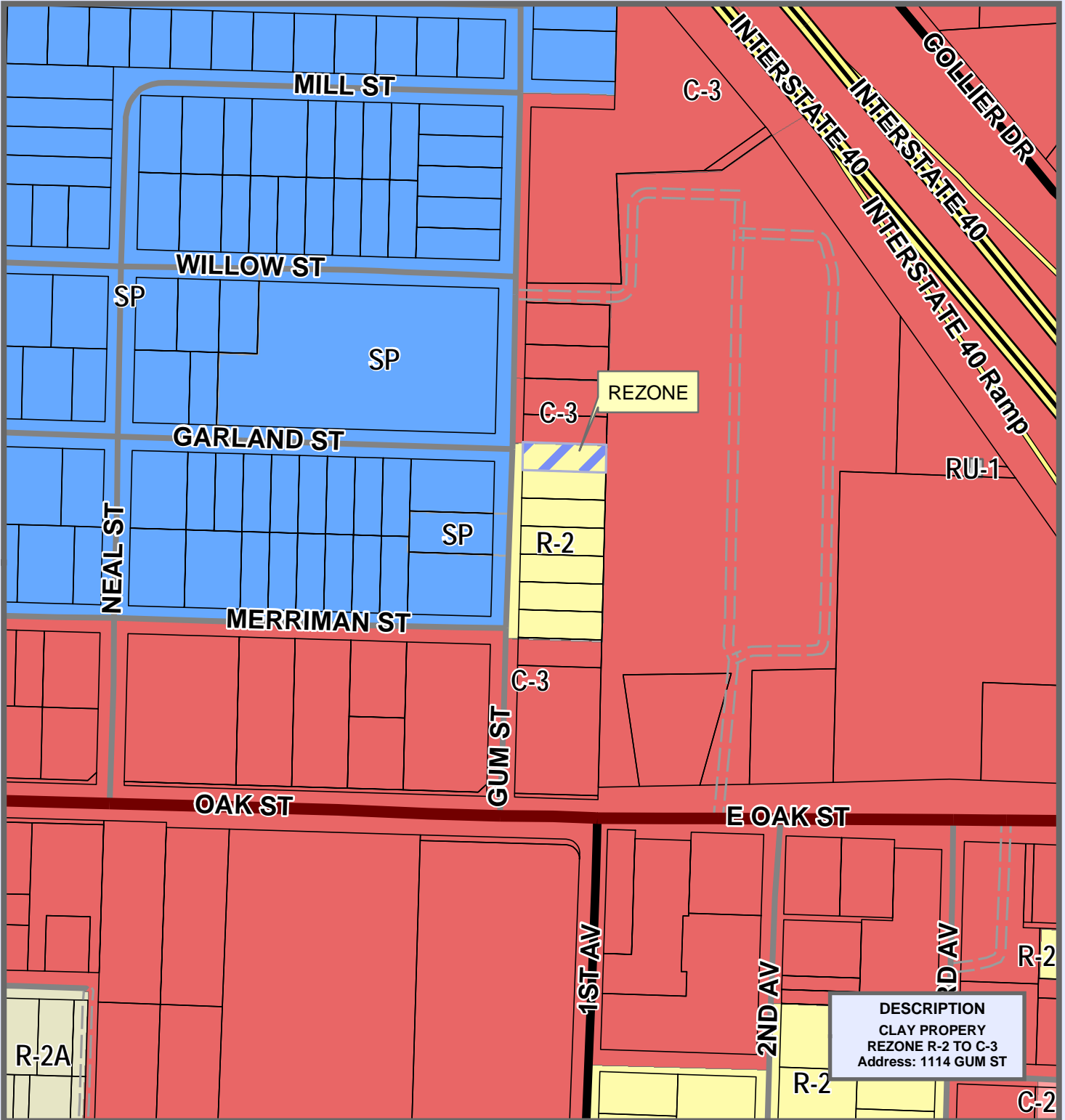
was reviewed by the Planning Commission at its regular meeting on December 21, 2009. The Planning Commission voted 7 – 0 that the request be sent to the City Council with a recommendation for approval.

Submitted by,

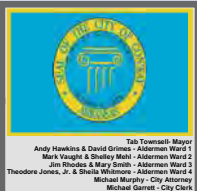
Terry Sossong, Chairman
Planning Commission

CITY OF CONWAY

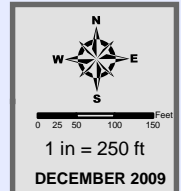
CLAY REZONE R-2 TO C-3



DESCRIPTION
CLAY PROPERTY
REZONE R-2 TO C-3
Address: 1114 GUM ST



INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	MF-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	MF-2
COLLECTOR	CITY LIMITS	R-2	MF-3
RESIDENTIAL		HR	RMH
PRIVATE ROAD		SR	
INTERSTATE RAMP		Commercial	Office
RAILROADS		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	Special
			SP
			S-1
			A-1
			PUD



THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER. THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS OR ACCURACY OF ANY FEATURES ON THIS MAP. CITY OF CONWAY ASSUMES NO RESPONSIBILITY IN CONNECTION THEREWITH.

CONTACT INFORMATION
 LANDMARK INS WEBSITE:
 gs.cityofconway.org (UNDER DEVELOPMENT)
 E-MAIL: Jason.Lyon@CityOfConway.org



CONWAY PLANNING COMMISSION

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

December 28, 2009

Council Members
Conway, AR 72032

Dear Council Members:

A request for a conditional use permit to allow MF-3 density in MF-2 zoning for the property located south and east of the intersection of Denison Street and West Martin Street (2505, 2507, 2509, 2511, 2513, 2515, and 2517 West Martin) with the legal description

Lots 1 through 7, West Martin Street Subdivision

A part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 11, T-5-N, R-14-W, Faulkner County, Arkansas described as beginning at a point 248.4 feet west and 221 feet north of the SE corner of the above said NE $\frac{1}{4}$ SW $\frac{1}{4}$; to the true P.O.S.; run thence north 199 feet; thence west 381.6 feet; thence south 199 feet; thence run east 381.6 feet to the point of beginning. Containing 1.74 acres more or less. Also a part of Block 1 Laney Addition to the City of Conway Arkansas.

was reviewed by the Planning Commission at its regular meeting on December 21, 2009. The Planning Commission voted 7 – 0 that the request be sent to the City Council with a recommendation for approval subject to the conditions stated below.

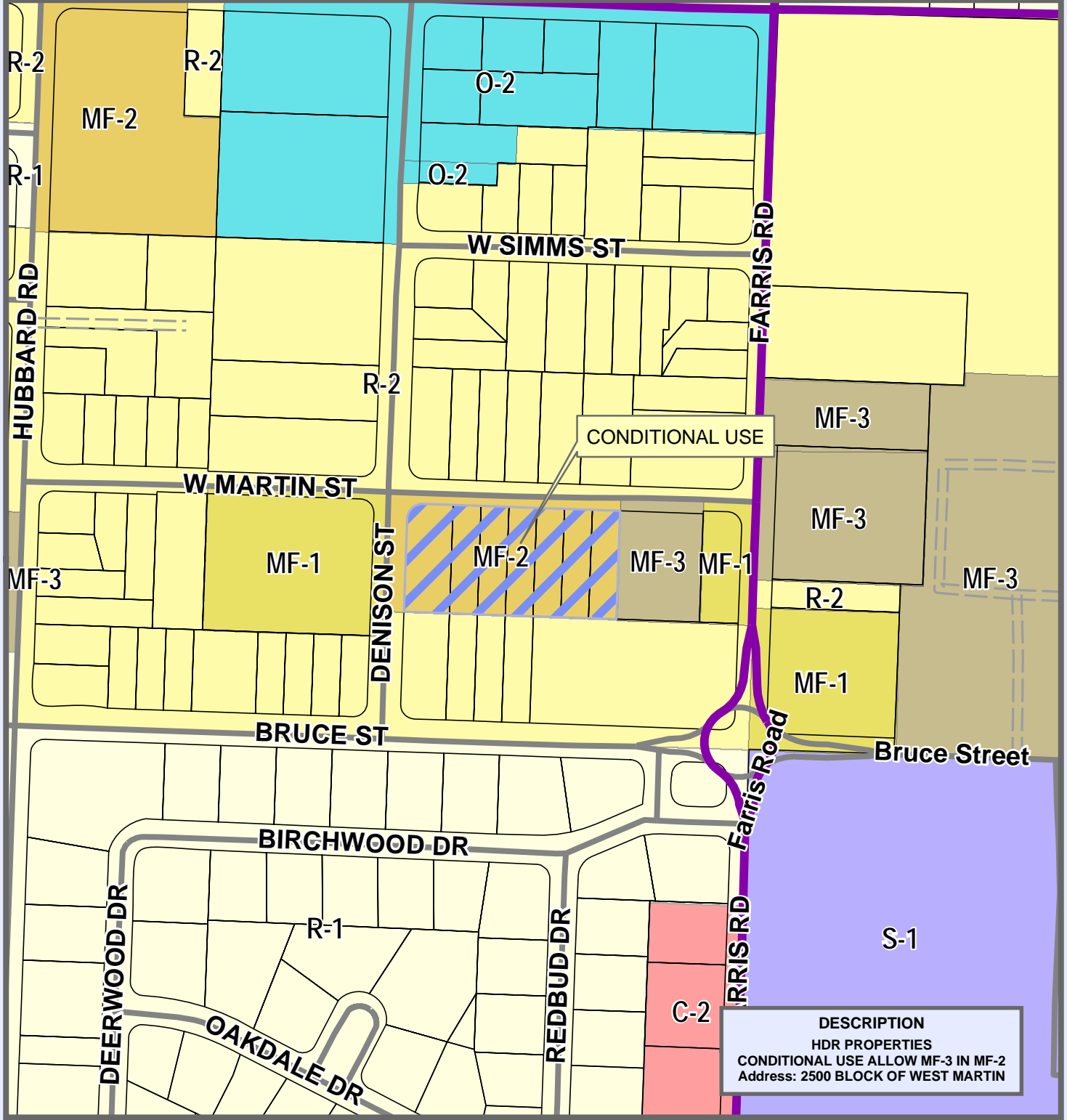
1. Improvement to residential street standard required for the south half of West Martin Street adjacent to this property.
2. Surety for completion of street and drainage improvements is required to be presented to the City of Conway.
3. Both conditions are subject to the City Engineer's approval.

Submitted by,

Terry Sossong, Chairman
Planning Commission

CITY OF CONWAY

HDR PROPERTIES CONDITIONAL USE MF 3- in MF-2

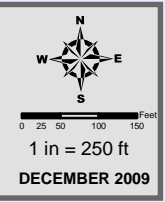


DESCRIPTION
HDR PROPERTIES
CONDITIONAL USE ALLOW MF-3 IN MF-2
Address: 2500 BLOCK OF WEST MARTIN



— INTERSTATE	— LOT LINE	— R-1	— MF-1	— I-1
— MAJOR ARTERIAL	— STREAMS	— R-2A	— MF-2	— RU-1
— MINOR ARTERIAL	— LAKES & PONDS	— R-2	— MF-3	— I-3
— COLLECTOR	— CITY LIMITS	— HR	— RMH	
— RESIDENTIAL		— SR		
— PRIVATE ROAD		— C-1	— O-1	— SP
— INTERSTATE RAMP		— C-2	— O-2	— S-1
— RAILROADS		— C-3	— O-3	— A-1
		— C-4		— PUD

— R-1	— MF-1	— I-1
— R-2A	— MF-2	— RU-1
— R-2	— MF-3	— I-3
— HR	— RMH	
— SR		
— C-1	— O-1	— SP
— C-2	— O-2	— S-1
— C-3	— O-3	— A-1
— C-4		— PUD



THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE, AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER. THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS OR ACCURACY OF ANY FEATURES ON THIS MAP. CITY OF CONWAY ASSUMES NO RESPONSIBILITY IN CONNECTION THEREWITH.

CONTACT INFORMATION
 LANDMARK GIS WEBSITE
 gis.cityofconway.org (UNDER DEVELOPMENT)
 E-MAIL: Jason.Lyon@CityOfConway.org

Printing Date: 11/20/2009
 File Name: gis\maps\2009\12DEC2009\HDR Properties CU.mxd
 Drawn by: Jason Lyon



City of Conway - Mayor's Office
1201 Oak Street
Conway, AR 72032
www.cityofconway.org



Memo:

To: Mayor Tab Townsell
CC: City Council Members

From: Felicia Rogers
Date: January 7, 2010
Re: Bike Racks

The City of Conway would like to purchase bike racks for City facilities and some locations in the Downtown area. After receiving three samples of different types of racks, we would like to purchase 75 bike racks @ \$100 each from SFI of Conway.

The funds will come for the Municipal Highway Severance funds.

Please advise if you have any questions.



**City of Conway
Information Technology**

MEMORANDUM

TO: City of Conway / City Council

FROM: Lloyd Hartzell / Chief Information Officer

DATE: January 5, 2010

SUBJECT: Acceptance of Bid 2009-48 for CCTV components

Bids were accepted at 10:00 AM on Tuesday, December 8, 2009 for the purchase of various CCTV components for the Sanitation Department and Faulkner County District Court. A total of 13 bids were received.

Surveillance Systems Integration	\$ 14,911.00
Focus Camera	15,328.00
B&H Photo	15,344.00
Security Group One, Inc	15,905.90
All Comm Business Systems	16,158.00
Halifax Security Inc. / dba North American Video	16,274.00
CF Motion, Inc	17,020.00
Eye3Data	17,312.00
Globe Electric Co. Inc	17,585.00
Pinnacle Protective Svcs	19,971.60
Business Services	21,159.30
Securenet, Inc	21,501.55
Alarmtech Systems	22,000.00

I would like to recommend that the Council accept the bid received from Surveillance Systems Integration.

Thank you for your consideration.

Sincerely,

Lloyd Hartzell
Chief Information Officer

MEMORANDUM

TO: Mayor Tab Townsell
FROM: Chief A.J. Gary
DATE: January 5, 2010
SUBJECT: Reclassification of Crime Analyst position

I respectfully request that we reclassify the non-sworn Crime Analyst position to an Admin I position due to the fact that we have recently added the responsibility of crime analysis to one of our existing sworn positions.

The employee that previously worked in this capacity has since been moved to the Administration Division and has taken on the clerical duties for that division.

I have attached a Reclassification Request form for your approval. At this time there will be no change in pay.

I appreciate your consideration.

	Service Proposal
X	Reclassification

City of Conway Service Proposal & Reclassification Request

Attach your back-up to this form when submitting Service Proposals and Reclassification Requests to the Budget Office.

Department / Division Name	Police Department
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	Position Title	Pay Grade	Annual Salary
Proposed:	Crime Analyst	6/6	37,654.00
Current:	Administrative Assistant I	6/6	37,654.00

"Current" information needed for reclassification only

Proposed Hourly Rate:	18.1030
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Estimated Cost of Position:

Expenses:	0.00
Salary Cost (when reclass, calculate the difference between current & proposed only)	
Benefits	0.00
Total	0.00

Note: When estimating benefits, see the 2009 Budget Kickoff Packet for the most recent rates.

Estimated Operating Expenses: Account Number / Name	Amount
Total Operating Expenses	-

Estimated Capital Expenses: Account Number / Name	Amount
Total Capital Expenses	-

Total Estimated Cost of New Position	-
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MEMORANDUM

TO: Mayor Tab Townsell
FROM: Chief A.J. Gary
DATE: January 5, 2010
SUBJECT: Reclassification of Patrol Officer Position

I respectfully request that we reclassify a patrolman position to a sergeant's position. This position will mainly assist in the planning of special events and supervision of personnel assigned to Special Events/Traffic Unit.

In addition, this position may be assigned to replace supervisors on temporary leave of absences or during extended temporary duty assignments.

I have attached a Reclassification Request form for your approval. Funding for this reclassification will come from the forfeiture account for 2010. Additional years will be budgeted through normal budgeting processes.

I appreciate your consideration.

	Service Proposal
X	Reclassification

City of Conway Service Proposal & Reclassification Request

Attach your back-up to this form when submitting Service Proposals and Reclassification Requests to the Budget Office.

Department / Division Name	Police Department
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	Position Title	Pay Grade	Annual Salary
Proposed:	Police Officer	PL05/7	42,336.00
Current:	Sergeant	PL10/2	44,843.00

"Current" information needed for reclassification only

Proposed Hourly Rate:	21.5592
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Estimated Cost of Position:

Expenses:	2,507.00
Salary Cost (when reclass, calculate the difference between current & proposed only)	
Benefits	818.11
Total	3,325.11

Note: When estimating benefits, see the 2009 Budget Kickoff Packet for the most recent rates.

Estimated Operating Expenses: Account Number / Name	Amount
Total Operating Expenses	-

Estimated Capital Expenses: Account Number / Name	Amount
Total Capital Expenses	-

Total Estimated Cost of New Position	3,325.11
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City of Conway, Arkansas
Ordinance No. O-10- _____

AN ORDINANCE APPROPRIATING ASSET FORFEITURE FUNDS TO THE CONWAY POLICE DEPARTMENT; AND FOR OTHER PURPOSES

WHEREAS, the Conway Police Department needs \$3,325 to reclassify a patrol officer position to a sergeant position and;

WHEREAS, money in the Conway Police Department Asset Forfeiture account is allowed, by law, to be used for such purposes as these;

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

Section 1. The City of Conway shall appropriate the following funds from the Asset Forfeiture Revenue account, 21.503, into the Asset Forfeiture expenditure accounts listed below:

\$3,325.00 - 21.113.765 Asset Forfeiture Transfer Account

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

PASSED this 12th day of January 2010.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Ordinance No. O-10-_____**

**AN ORDINANCE APPROPRIATING INSURANCE PROCEEDS RECEIVED IN 2009 FOR FIRE ENGINE REPAIRS;
AND FOR OTHER PURPOSES;**

WHEREAS, the City of Conway received insurance proceeds amounting to \$2,620 for damages to Engine 7 which have not previously been accepted by Council; nor has budgetary authority for the repairs 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 insurance proceeds received in 2009 in the amount of \$2,620 and appropriate such funds from the General Fund Insurance Proceeds account (01.512) into the vehicle repair in account 01.115.234. Said authority will be rolled forward to allow expenditure during 2010 when such costs are incurred.

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

PASSED this 12th day of January, 2010.

APPROVED:

Mayor Tab Townsell

ATTEST:

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



**City of Conway, Arkansas
Ordinance No. O-10-_____**

**AN ORDINANCE APPROPRIATING FUNDS FOR PERSONAL SERVICES AND FOR OTHER
PURPOSES:**

WHEREAS, the Mayor and the City Council of the City of Conway have authorized a retroactive increase in the compensation of certain employees for the period January 1, 2010 through December 31, 2010 which was not previously provided in the FY 2010 budget;

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

SECTION 1. The City of Conway shall appropriate \$14,903 from the General Fund Balance Appropriation Account (01.990); \$913 from the Street Fund Balance Appropriation Account (02.990); and \$719 from the Sanitation Enterprise Fund Balance Appropriation Account (50.990) for compensation for specific employees.

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

PASSED this 12th day of January, 2009.

Approved:

Mayor Tab Townsell

Attest:

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