

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

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**City of Conway - City Council Meeting**  
**Tuesday March 9<sup>th</sup>, 2010 @ 6:30pm**  
**District Court Building – 810 Parkway St., Conway, AR 72032**  
**5:30pm - City Council Committee Meeting:**  
***Discussion of Nonsmoking Parks***

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Call to Order

Roll Call

Minutes: **March 9<sup>th</sup>, 2010**

Announcements / Proclamations / Recognition: ***Employee Service Awards***

**1. Report of Standing Committees:**

**A. Economic Development Committee (Airport, Conway Corporation, Conway Development Corporation, Chamber of Commerce)**

1. Resolution authorizing the Mayor to acknowledge a unanimous consent of bondholders relating to the City's' outstanding taxable industrial development revenue bonds (Hewlett Packard Company Project).
2. Consideration of the nominations to the Conway Corporation Board of Directors.

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

1. Consideration of nominations for the Conway Civil Service Commission.
2. Resolution establishing the intent of the City of Conway to annex certain lands comprised of 73.8 acres located north of Highway 319, west of Conway City Limits commonly known as Cadron Settlement Park.
3. Ordinance revising the nuisance abatement and property maintenance chapter of the Conway Municipal Code & revising the sign ordinance.
4. Ordinance to rezone property located south of Bay Town Drive at the western terminus of Burnt Pine Drive from A-1 to R-1.
5. Ordinance to rezone property located at 1915 Richsmith Drive from O-1 to MF-3.
6. Ordinance amending the Conway Sign Ordinance, (section 1301) in reference to pre-existing non conforming signs.

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

1. Discussion of an unauthorized boat dock located on Beaverfork Lake at 26 Lakeview Drive.

2. Ordinance amending the municipal code Title 12 (Lake Beaverfork) in regards to structures (Section 22).
3. Ordinance appropriating funds for asphalt paving and stripping of the additional parking lot at City of College Park.
4. Ordinance prohibiting smoking and the use of tobacco products in Parks & Recreation areas in the City of Conway.
5. Consideration to enter into an agreement with Youth Softball Association of Conway (YSAC) and the University of Central Arkansas for rental use of Jefferson D. Farris Junior Softball Fields.

**D. Public Safety Committee (Police, CEOC, Information Technology, Fire, District Court, City Attorney & Animal Welfare)**

1. Ordinance appropriating funds from the District Court automation fund for a surveillance system.
2. Consideration to enter into a maintenance agreement with Otis Elevator for Central Police Station.

**E. Finance**

1. Ordinance adopting budget adjustments for the City of Conway.

**F. Old Business**

**G. New Business**

1. Consideration to enter into an agreement with the Arkansas Cooperative Extensive Service.

**Adjournment**



City of Conway, Arkansas

Ordinance No. O-10\_\_\_\_\_

## **AN ORDINANCE PROHIBITING SMOKING AND THE USE OF TOBACCO PRODUCTS IN PARKS AND RECREATIONAL AREAS IN THE CITY OF CONWAY; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES**

**WHEREAS**, based on findings by the U.S. Surgeon General and/or the Centers for Disease Control and Prevention, the Conway City Council has determined that:

- A. Smoking and the use of tobacco products are hazardous to health.
- B. Second hand smoke is a significant public health hazard.
- C. Second hand smoke is especially hazardous to particular groups, including those with chronic health problems, the elderly and children.
- D. Smoking endangers children and others in city owned or operated parks and recreational facilities by exposing them to second hand smoke.
- E. Discarding cigarettes, cigars, and tobacco products onto the ground in and around City owned or operated parks and recreational facilities is unsightly, unclean and hazardous to children and others.

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

**THAT:**

### **Section 1: Definitions**

(a) **Tobacco product.** For purposes of this Ordinance “tobacco product” means a cigarette, cigar, snuff, chewing tobacco, dip, or other preparations of pulverized tobacco, smoking tobacco, or tobacco of any kind suitable for chewing or smoking or any article made of tobacco or tobacco substitute.

(b) **Smoking.** For purposes of this Ordinance “smoking” means inhaling, exhaling, burning, or carrying any lighted cigarette, cigar, pipe, plant, or other combustible substance in any manner or in any form.

(c) **Recreational facility.** For purposes of this Ordinance “recreational facility” means a building, office or structure, enclosed or open, which is accessible by the public, owned leased or operated by the City of Conway; and are used for athletics, recreation, relaxation, entertainment, cultural development, and other recreational activities, including, without limitation, park pavilions, amphitheaters, covered stage areas, tennis courts, walking/bike trails, athletic fields, baseball fields, softball fields, dugouts, and various other similar park or recreation facilities.

(d) **City park.** For purposes of this Ordinance, “city park” means any real property owned, leased or operated by the City of Conway, which by reason of location, natural features, scenic beauty, or historical

interest, possesses distinctive physical, aesthetic, intellectual, creative or social values and are used for athletics, recreation, relaxation, entertainment, cultural development, and other recreational activities.

**Section 2: Prohibition of Smoking or Use of Tobacco Products in All City Parks and Recreational Facilities, and within 50 Feet of City Parks and Recreational Facilities.**

- (a) Smoking and use of tobacco products shall be prohibited in any and all present and future city Parks and recreational facilities.
- (b) Smoking and use of tobacco products shall be prohibited at all times within fifty (50) feet of any City park or recreational facility.
- (c) Disposal shall be prohibited at all times of any cigarette, cigar or tobacco product, or any part of a Cigarette, cigar, or tobacco product in any city park or recreational facility or within fifty (50) feet Of the boundaries of any city park or recreational facility.

**Section 3: Violations; penalties.**

- (a) Any person who violates any provision of this ordinance shall be guilty of a misdemeanor and Subject to the following penalties:
  - (1) A fine of twenty five dollars (\$25) plus court costs for the first offense.
  - (2) A fine of fifty dollars (\$50) plus court costs for the second offense.
  - (3) A fine of one hundred dollars (\$100) plus court costs for the third and subsequent offense.
- (b) Any person who smokes or uses tobacco products in an area where smoking or use of tobacco Products is prohibited and who refuses to cease smoking or the use of such products when asked May be required to leave the premises, and shall be subject to prosecution for criminal trespass if He does not leave when asked.

**Section 4:** That any ordinance which conflicts with this ordinance is hereby repealed to the extent Of the conflict.

**Section 5:** 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 23<sup>rd</sup> day of March, 2010.

**Approved:**

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

**Attest:**

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

**Alternate Version**

**City of Conway, Arkansas**

**Ordinance No. O-10-\_\_**

**AN ORDINANCE PROHIBITING SMOKING AND THE USE OF TOBACCO PRODUCTS IN PARKS AND RECREATIONAL AREAS IN THE CITY OF CONWAY; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES**

**WHEREAS**, based on findings by the U.S. Surgeon General and/or the Centers for Disease Control and Prevention, the Conway City Council has determined that:

- A. Smoking and the use of tobacco products are hazardous to health.
- B. Second hand smoke is a significant public health hazard.
- C. Second hand smoke is especially hazardous to particular groups, including those with chronic health problems, the elderly and children.
- D. Smoking endangers children and others in city owned or operated parks and recreational facilities by exposing them to second hand smoke.
- E. Discarding cigarettes, cigars, and tobacco products onto the ground in and around city owned or operated parks and recreational facilities is unsightly, unclean, and hazardous to children and others.

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

**Section 1: Definitions**

(a) **Tobacco product.** For purposes of this Ordinance “tobacco product” means a cigarette, cigar, snuff, chewing tobacco, dip, or other preparations of pulverized tobacco, smoking tobacco, or tobacco of any kind suitable for chewing or smoking or any article made of tobacco or tobacco substitute.

(b) **Smoking.** For purposes of this Ordinance “smoking” means inhaling, exhaling, burning, or carrying any lighted cigarette, cigar, pipe, plant, or other combustible substance in any manner or in any form.

(c) **Recreational facility.** For purposes of this Ordinance “recreational facility” means a building, office or structure, enclosed or open, which is accessible by the public, owned leased or operated by the City of Conway; and are used for athletics, recreation, relaxation, entertainment, cultural development, and other recreational activities, including, without limitation, park pavilions, amphitheaters, covered stage areas, tennis courts, walking/bike trails, athletic fields, baseball fields, softball fields, dugouts, and various other similar park or recreation facilities.

(d) **City park.** For purposes of this Ordinance, “city park” means any real property owned, leased or operated by the City of Conway, which by reason of location, natural features, scenic beauty, or historical interest, possesses distinctive physical, aesthetic, intellectual, creative or social values and are used for athletics, recreation, relaxation, entertainment, cultural development, and other recreational activities.

**Alternate Version**

**Section 2: Prohibition of Smoking or Use of Tobacco Products in All City Parks and Recreational Facilities, except in designated areas.**

- (a) Smoking and use of tobacco products shall be prohibited in any and all present and future city Parks and recreational facilities, **except in designated areas.**
- (b) Smoking and use of tobacco products shall be prohibited at all times in any City Park or Recreational facility, **except in designated areas.**
- (c) Disposal shall be prohibited at all times of any cigarette, cigar or tobacco product, or any part of a Cigarette, cigar, or tobacco product in any city park or recreational facility, **except in designated receptacles.**

**Section 3: Violations; penalties.**

- (a) Any person who violates any provision of this ordinance shall be guilty of a misdemeanor and Subject to the following penalties:
  - (1) A fine of twenty five dollars (\$25) plus court costs for the first offense.
  - (2) A fine of fifty dollars (\$50) plus court costs for the second offense.
  - (3) A fine of one hundred dollars (\$100) plus court costs for the third and subsequent offense.
- (b) Any person who smokes or uses tobacco products in an area where smoking or use of tobacco Products is prohibited and who refuses to cease smoking or the use of such products when asked May be required to leave the premises, and shall be subject to prosecution for criminal trespass if He does not leave when asked.

**Section 4:** That any ordinance which conflicts with this ordinance is hereby repealed to the extent Of the conflict.

**Section 5:** 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 26<sup>th</sup> of March, 2010.

**Approved:**

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**Mayor Tab Townsell**

**Attest:**

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

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF CONWAY, ARKANSAS AUTHORIZING THE MAYOR TO ACKNOWLEDGE A UNANIMOUS CONSENT OF BONDHOLDERS RELATING TO THE CITY'S OUTSTANDING TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS (HEWLETT-PACKARD COMPANY PROJECT), SERIES 2008A.**

WHEREAS, by Ordinance No. O-08-120 and Ordinance No. O-08-122 of the Ordinances of the City of Conway, Arkansas (the "City"), adopted and approved on October 8, 2008 and October 14, 2008, respectively, there was authorized the issuance of the City's Taxable Industrial Development Revenue Bonds (Hewlett-Packard Company Project), Series 2008A (the "Bonds"), which Bonds are currently outstanding; and

WHEREAS, the Bonds are issued and secured pursuant to the terms and provisions of a Trust Indenture dated as of November 1, 2008 (the "Indenture"), by and between the City and First Security Bank, Searcy, Arkansas, as trustee (the "Trustee"); and

WHEREAS, the various improvements financed with the proceeds of the Bonds (the "Project") have been leased by the City to the Conway Development Corporation ("CDC") pursuant to the terms and provisions of a Lease Agreement dated as of November 1, 2008 (the "Lease Agreement"); and

WHEREAS, the Project has been further subleased by the CDC to the Hewlett-Packard Company ("HP") pursuant to a Lease Agreement between the CDC and HP (the "Sublease"); and

WHEREAS, pursuant to the terms of the Lease Agreement and the Sublease, the Project has been occupied and the payment of rents thereunder has commenced;

WHEREAS, because of final remaining draws to be made on the Project Fund established under the Indenture, it is desirable to clarify the payment terms regarding amortization of principal and interest on the outstanding Bonds, as set forth in the Bonds, the Indenture and the Lease Agreement; and

WHEREAS, pursuant to a Unanimous Consent of Bondholders dated as of March 15, 2010 (the "Unanimous Consent"), all of the owners of the Bonds have consented to a clarification of the payment terms set forth in the Bonds, the Indenture and the Lease Agreement;

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

Section 1. Under the terms of the Indenture and the Lease Agreement, the Mayor is authorized to acknowledge and agree to the clarification of payment terms as set forth in the Unanimous Consent.

ADOPTED: March \_\_\_\_, 2010.

APPROVED:

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MAYOR

ATTEST:

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CITY CLERK

[S E A L]



**CERTIFICATE**

The undersigned, City Clerk of the City of Conway, Arkansas, does hereby certify that the foregoing is a true and correct copy of Resolution No. \_\_\_\_\_ of the City Council of the City of Conway, Arkansas, duly adopted by said Council on March \_\_\_\_, 2010, as the same now appears of record in this office.

IN WITNESS WHEREOF I have hereunto set my hand and seal of the City on this \_\_\_\_ day of March, 2010.

\_\_\_\_\_  
City Clerk of the City of Conway, Arkansas

[S E A L]

## UNANIMOUS CONSENT OF BONDHOLDERS

This consent is executed and delivered by the owners of all of the outstanding City of Conway, Arkansas Taxable Industrial Development Revenue Bonds (Hewlett-Packard Company Project), Series 2008A (the "Bonds").

Notwithstanding any potentially conflicting provisions set forth in (i) the Bonds, (ii) the Trust Indenture dated as of November 1, 2008 (the "Indenture"), by and between the City of Conway, Arkansas (the "City") and First Security Bank, as trustee (the "Trustee"), particularly Section 202(ii) thereof, (iii) the Lease Agreement dated as of November 1, 2008 (the "Lease Agreement"), by and between the City, as lessor, and Conway Development Corporation, as lessee (the "Lessee"), particularly Section 5.3(a) and (c) thereof, and (iv) any other documents executed and delivered in connection with the issuance of the Bonds, the undersigned entities, being all of the owners of the Bonds, hereby consent and agree that the payment provisions of the Bonds, the Indenture and the Lease Agreement shall be interpreted as follows:

- (1) Interest only on the unpaid balance of the total Principal Amount advanced and outstanding shall be due and payable on the 15<sup>th</sup> days of March, April and May, 2010;
- (2) With respect to the interest payment due on March 15, 2010 only, it is confirmed and agreed that the Lessee may draw up to \$1,720,000 from the proceeds of the Bonds for the purpose of making such payment; and
- (3) The amortization of principal and interest on the Bonds, as described in Section 202(ii) of the Indenture and Section 5.3(c) of the Lease Agreement, shall commence with the monthly payment due to the owners of the Bonds on June 15, 2010.

Unless otherwise defined herein, all capitalized terms shall have the meanings assigned to them in the Indenture.

Given as of the 15th day of March, 2010.

ARVEST BANK, as Bondholder

By: \_\_\_\_\_  
Title:

BANK OF THE OZARKS, as Bondholder

By: \_\_\_\_\_  
Title:

CENTENNIAL BANK, as Bondholder

By: \_\_\_\_\_  
Title:

FIRST SECURITY BANK, as Bondholder

By: \_\_\_\_\_  
Title:

SIMMONS FIRST NATIONAL BANK, as  
Bondholder

By: \_\_\_\_\_  
Title:

ACKNOWLEDGED AND AGREED:

CITY OF CONWAY, ARKANSAS, as Issuer

By: \_\_\_\_\_  
Title: Mayor

CONWAY DEVELOPMENT CORPORATION,  
as Lessee

By: \_\_\_\_\_  
Title:

FIRST SECURITY BANK, as Trustee

By: \_\_\_\_\_  
Title:



**Conway**  
**Corporation**

*Operators of the City-owned Electric, Electronic & Water Systems*

March 17, 2010

The Honorable Tab Townsell, Mayor  
and Members of the City Council  
City of Conway, Arkansas  
1201 Oak Street  
Conway, AR 72032

Dear Ladies and Gentlemen:

The Board of Directors of the Conway Corporation, in conformance with Resolution 88-11, published a legal notice in the Log Cabin Democrat on February 3, 2010, advertising for nominees to the Conway Corporation Board of Directors. (A copy of that legal notice is enclosed.)

As of March 8, 2010, the expiration of the nominating period, two nominations had been received.

The Conway Corporation Board of Directors met on March 16, 2010, and Mr. John W. Adams was elected to succeed Mr. Ritchie Howell, whose term expires May 8, 2010.

As mandated by the Articles of Incorporation of the Conway Corporation, it is my pleasure to submit to the Conway City Council for its ratification and approval the election of Mr. John W. Adams.

We respectfully request your favorable consideration.

Sincerely,

Richard Arnold  
Chief Executive Officer  
Conway Corporation

RA:na

Enclosure

**NOTICE**

The Conway Corporation, operators of the Electric, Water, Wastewater and Cable Television Systems owned by the City of Conway, publishes the following notice:

The Conway Corporation is accepting nominations for a seven-year term on its board of directors. Nominations will be accepted at the office of the Chief Executive Officer of the Corporation, 1307 Prairie Street, Conway, Arkansas 72034, on or before March 8, 2010. The nomination shall be in writing and shall include the following information: (1) Name and address of person making nomination; (2) Name and address of nominee; (3) Personal background information, qualifications, and the reason(s) the nominee wishes to be considered; (4) Signatures of nominator and nominee, if different.

Information included in all applications will become public information.

Nominee must be a Conway citizen desiring to serve the community without compensation, philosophically in tune with municipal ownership of utility systems, free of conflicts of interest, and firmly established in Conway.

# PROOF OF PUBLICATION

STATE OF ARKANSAS }  
County of Faulkner } ss

I, Rick Fahr do hereby certify that I am the publisher of the **Log Cabin Democrat**, a daily newspaper published in the City of Conway, Arkansas, and having a bonafide circulation in Faulkner County, Arkansas, that said newspaper has been published at regular intervals continuously during a period of at least twelve (12) months prior to the date of publication of the annexed .....

*Notice*

and is in all respects eligible and qualified to publish legal notices under the provisions of Act 152 of the 1937 Acts of the General Assembly of the State of Arkansas as amended by Act 263 of the 1937 Acts of the General Assembly of the State of Arkansas.

I further certify that said legal advertisement, a copy of which is hereby attached, was published in said newspaper for one insertions on the following days, to-wit:

February 3, 20 10 ..... 20 .....  
..... 20 ..... 20 .....  
..... 20 ..... 20 .....

*[Signature]*  
Affiant

Fees for Printing, \$ .....

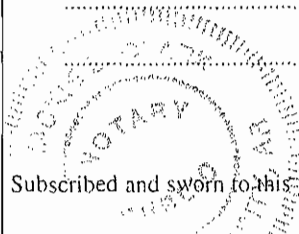
Cost of Proof, \$ .....

Total, \$ 46.95

Subscribed and sworn to this 10<sup>th</sup> day of February, 20 10

*[Signature]*  
Notary Public

My commission expires April 1, 2010





City of Conway - Mayor's Office  
1201 Oak Street  
Conway, AR 72032  
[www.cityofconway.org](http://www.cityofconway.org)



# Memo:

**To:** Mayor Tab Townsell  
City Council Members

**CC:** Lisa Mabry Williams

**From:** Felicia Rogers

**Date:** March 18<sup>th</sup>, 2010

**Re:** Conway Civil Service Commission

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The following nominations were received to fill a six year term on the City of Conway Civil Service Commission:

Jeffrey Boucher

Marilyn Moix

Please advise if you have any questions.



City of Conway  
www.cityofconway.org  
Board/Commission Nomination Form:

Date: 03-15-2010

Board applying for: (One board per form)

Civil Service Commission

*If you are applying for more than one board, you will only need to fill out the second page once.)*

Person Nominated: Jeffrey Boucher  
Address: 3040 St. Charles Drive City, State, Zip Conway, AR 72034  
Phone/Home: 501-505-0269 Work: 501-269-0269

Person making nomination: Cornell Maltbia  
Address: P.O. Box 621 Conway, AR 72033  
Phone/Home: \_\_\_\_\_ Work: 501-327-8770

Please send to: Michael O. Garrett  
City Clerk/Treasurer  
1201 Oak Street  
Conway, AR 72032  
(501) 450-6100  
(501) 450-6145 (f)

2010 MAR 15 P 3:06  
CITY OF CONWAY  
MICHAEL O. GARRETT

*Please provide the following information for consideration to a City of Conway Board/Commission. List community/civic activities. Indicate activities in which you (or your nominee) are or have been involved.*

Jeff ~~and~~ completed terms on the Civil Service Commission  
is left vacant by Debra Wilson.

*Indicate why you (or your nominee) are interested in serving on this board or commission and what other qualifications apply to this position.*

Has served a partial term on the CCSC with honesty  
& integrity. Jeff brings a wealth of knowledge from his  
past military experience and work as a consultant in the  
private sector. Has a desire to assist the City in reference  
to the hiring, testing and discipline of uniformed employees.

*What contributions do you hope to make?*

Same as above

*Please feel free to attach to this application any additional information.*

*The City of Conway strives to ensure all City Boards are representative of our diverse community. To assist in these endeavors; please provide the following information on a voluntary basis:*

Age: \_\_\_\_\_ Sex: Male Race: \_\_\_\_\_

Occupation: \_\_\_\_\_ Ward \_\_\_\_\_

Email Address: \_\_\_\_\_

E.C. Maltbie  
Signature of Applicant or Nominator

3-15-2010  
Date





2010 MAR -2 P 2 21

CITY OF CONWAY

City of Conway  
www.cityofconway.org  
Board/Commission Nomination Form:

Date: 3/1/2010

Board applying for: (One board per form)

Civil Service

(If you are applying for more than one board, you will only need to fill out the second page once.)

Person Nominated: Marilyn Moix

Address: 2740 S. Olive City, State, Zip Conway AR 72034

Phone/Home: (501) 472-9595 Work: 513-6809

Person making nomination: Amy Springer

Address: 1401 Caldwell Street Conway, AR 72034

Phone/Home: 269-7080 Work: 450-6143

Please send to: Michael O. Garrett  
City Clerk/Treasurer  
1201 Oak Street  
Conway, AR 72032  
(501) 450-6100  
(501) 450-6145 (f)

*Please provide the following information for consideration to a City of Conway Board/Commission. List community/civic activities. Indicate activities in which you (or your nominee) are or have been involved.*

St. Joseph's Catholic Church, Hurricane Katrina Relief, Hurricane Rita,  
recent ice events

*Indicate why you (or your nominee) are interested in serving on this board or commission and what other qualifications apply to this position.*

Marilyn is very outgoing with incredible drive. She will always voice her thoughts and offer up ideas for improvement. Dealing with situations involving lots of people in a short amount of time is her specialty. She will make things happen no matter the obstacles.

*What contributions do you hope to make?*

Marilyn would be a burst of energy and personality with a knowledge of Conway. She will get things in order and follow through. Her decisions will be fair and just.

*Please feel free to attach to this application any additional information.*

*The City of Conway strives to ensure all City Boards are representative of our diverse community. To assist in these endeavors; please provide the following information on a voluntary basis:*

Age: \_\_\_\_\_ Sex: \_\_\_\_\_ Race: \_\_\_\_\_

Occupation: \_\_\_\_\_ Ward \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant or Nominator

\_\_\_\_\_  
Date



**City of Conway, Arkansas**  
**Resolution No. O-10- \_\_\_\_\_**

**A RESOLUTION ESTABLISHING THE INTENT OF THE CITY OF CONWAY TO ANNEX CERTAIN LANDS COMPRISED OF 73.8 ACRES LOCATED NORTH OF HIGHWAY 319, WEST OF THE CONWAY CITY LIMITS COMMONLY KNOWN AS CADRON SETTLEMENT PARK TO THE CITY OF CONWAY, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:**

**WHEREAS**, the City of Conway, Arkansas, wishes to declare its intent to annex and to petition for release from the County Court of Faulkner County, Arkansas, for annexation into the City of Conway, Arkansas, the following described lands in Faulkner County, Arkansas

**Tract #1**

Part of the fractional SE  $\frac{1}{4}$ , of fractional Section 36, Township 6 North, Range 15 West; part of the SW  $\frac{1}{4}$ , SW  $\frac{1}{4}$  of Section 31, Township 6 North, Range 14; and part of the NW  $\frac{1}{4}$ , NW  $\frac{1}{4}$  of Section 6, Township 5 North, Range 14 West: described as beginning at the southeast corner of said fractional Section 36; thence N 88-56-14 W along the south line thereof approximately 1,400 feet to a point on the ordinary high water line, left bank of the Arkansas River; thence upstream in a northwesterly direction along and binding on said high water line approximately 600 feet to a point which is north at a perpendicular distance of 495 feet from the south line of said fractional Section 36; thence S 89-41-07 east approximately 800 feet to a point on the right-of-way of an existing road; thence southeasterly along and binding on said road, approximately 2,400 feet to the intersection of the northerly right of way of Arkansas Highway 319; thence southerly approximately 25 feet to the centerline of Arkansas Highway 319; thence southwestly along and binding on said centerline, approximately 1,480 feet to the west line of said Section 6; thence north along the west line of said Section 6 approximately 1,055 feet to the point of beginning and containing 29.0 acres, more or less.

**Tract #2**

Part of the fractional NE  $\frac{1}{4}$ , of fractional Section 1, Township 5 North, Range 15 West; described as beginning at the northeast corner of said fractional Section 1; thence south along the east line approximately 1,030 feet to a point on the north right-of-way of Arkansas Hwy 319; thence southerly approximately 25 feet to the centerline of Arkansas Highway 319; thence southwestly along and binding on said centerline, approximately 670 feet to a point on a line which is 1,500 feet south and parallel to the north line of said fractional Section 1; thence north 88-41-07 west along said line approximately 520 feet to a point on the ordinary high water line, left bank of the Arkansas River; thence upstream in a northwesterly direction along and binding on said ordinary high water line approximately 1,860 feet to a point on the north line of said fractional Section 1; thence south 88-56-14 east along said north line approximately 1,400 feet to the point of beginning and containing 41.6 acres more or less.

**Tract #3**

Part of the fractional SE  $\frac{1}{4}$  of the fractional NE  $\frac{1}{4}$ , of fractional Section 1, Township 5 North, Range 15 West; described as beginning at the centerline of Arkansas Hwy 319 with a line which is 1,500 feet south and parallel to the north line of said fractional Section 1, said intersection being approximately 460 feet west and 1,500 feet south of the northeast corner thereof; thence west along said parallel line approximately 25 feet

to the westerly right-of-way line of Arkansas Highway 319; thence southerly along said right-of-way line approximately 410 feet to a point, which is approximately 1,880 feet south and 525 west of the northeast corner of said fractional Section 1; thence north 89-40-25 west approximately 300 feet to a point on the ordinary high water line, left bank of the Arkansas River; thence upstream in a northwesterly direction along and binding on said ordinary high water line approximately 450 feet to a point on a line 1,500 feet south and parallel to the north line of said fractional Section 1; thence south 88-56-14 east approximately 520 feet to the point of beginning and containing 3.4 acres more or less.

**WHEREAS**, it is desired to indicate unto the County Court of Faulkner County, Arkansas, the attitude of the City of Conway, Arkansas toward such annexation.

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

**SECTION 1:** That said City Council does hereby declare its willingness to accept said lands as a part of the City of Conway, Arkansas, to be zoned as **A-1**.

This Resolution adopted this 23<sup>rd</sup> day of March 2010.

**Approved:**

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

**Attest:**

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



# CONWAY PLANNING COMMISSION

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

March 16, 2010

Council Members  
Conway, AR 72032

Dear Council Members:

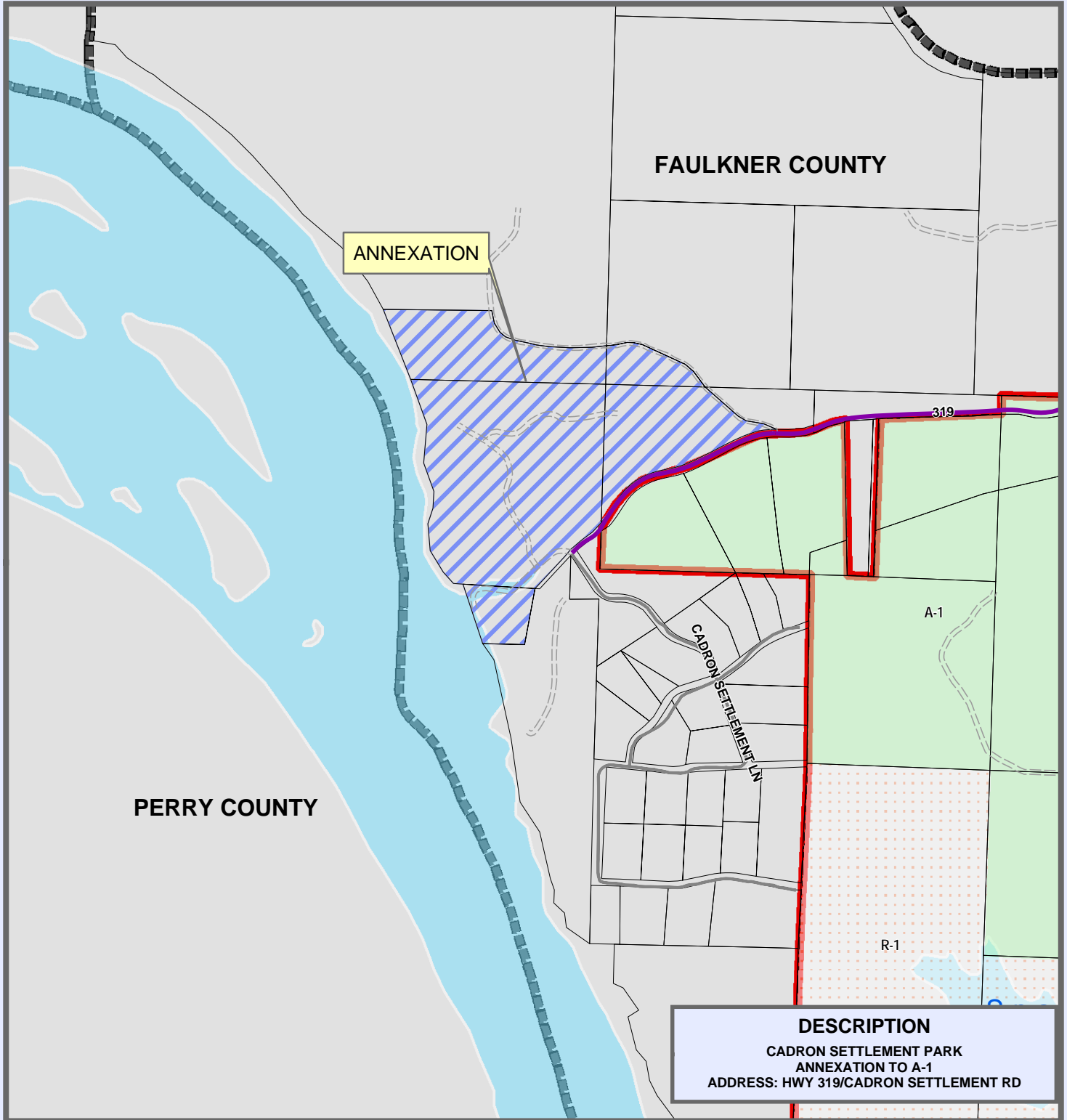
The Planning Commission at its regular meeting on Monday, March 15, 2010 voted 8 – 0 that a resolution be sent to the City Council with a recommendation for annexation into the City of Conway upon its release from Faulkner County of the 73.8 acres of property located north of Highway 319, west of the Conway city limits, and commonly known as Cadron Settlement Park.

Submitted by,

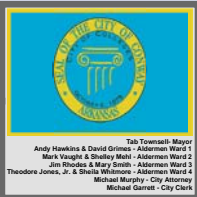
Sandra Mabry, Chair  
Planning Commission

# CITY OF CONWAY

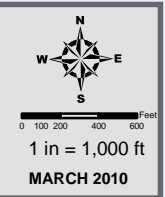
## CADRON SETTLEMENT PARK ANNEXATION



**DESCRIPTION**  
**CADRON SETTLEMENT PARK ANNEXATION TO A-1**  
**ADDRESS: HWY 319/CADRON SETTLEMENT RD**



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



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**CONTACT INFORMATION**  
 LANDMARK GIS WEBSITE  
[gis.cityofconway.org](http://gis.cityofconway.org) (UNDER DEVELOPMENT)  
 E-MAIL: [Jason.Lyon@CityOfConway.org](mailto:Jason.Lyon@CityOfConway.org)



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

**AN ORDINANCE REVISING THE NUISANCE ABATEMENT AND PROPERTY  
 MAINTENANCE CHAPTER OF THE CONWAY MUNICIPAL CODE; REVISING THE SIGN  
 ORDINANCE; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Conway presently regulates the maintenance of property and installation of signs through several ordinances and code sections;

**WHEREAS**, the Council feels that current penalty provisions would be more effective if revised as proposed;

**WHEREAS**, reasonable and enforceable regulations of these code sections benefit public health, safety and welfare and enhances the value of the properties so regulated.

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

**SECTION 1:** That Section 1.4.2, Fines, of the Nuisance Abatement Code, O-09-55, be hereby revised as follows:

**1.4.2 Fines.**

- A. Except as otherwise provided, any person, firm or corporation violating any of the several provisions of this Code shall, upon conviction, be punished by a fine of Twenty-five Dollars (\$25.00). If the violation is continuous in nature, each day such violation shall be permitted to continue shall be considered a separate offense and shall be punishable as such.
- B. The penalty for subsequent offenses shall be:
  - 1. Fifty Dollars (\$50.00) for the second offense that occurs within twelve (12) months of the prior offense.
  - 2. One Hundred Dollars (\$100.00) for the third offense that occurs within twelve (12) months of prior offenses.
  - 3. Two Hundred Dollars (\$200.00) for the fourth and all subsequent offenses that occur within twelve (12) months of prior offenses.

**SECTION 2:** That Section 3.2.3.4, Fine, of the Nuisance Abatement Code, O-09-55, be deleted in its entirety.

**SECTION 3:** That Section 6.09, Penalties, of the Conway Sign Ordinance, O-06-134, be hereby revised as follows:

**Section 6.09- Penalties**

- A. Any person who fails to comply with the provisions of the Ordinance within ten (10) days after a notice by the Administrator may be subject to a fine of Twenty-five Dollars (\$25.00) per day that the violation continues.
- B. The penalty for subsequent offenses shall be:

- a. Fifty Dollars (\$50.00) for the second offense that occurs within twelve (12) months of the prior offense.
- b. One Hundred Dollars (\$100.00) for the third offense that occurs within twelve (12) months of prior offenses.
- c. Two Hundred Dollars (\$200.00) for the fourth and all subsequent offenses that occur within twelve (12) months of prior offenses.

**SECTION 4:** That the provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

**SECTION 5.** All ordinances in conflict herewith are repealed to the extent of the conflict.

**SECTION 6:** It is hereby found and determined that the adoption of this Ordinance is immediately necessary to insure the proper and orderly growth of the City of Conway, Arkansas and is necessary for the immediate preservation of public, health, safety and welfare; **THEREFORE**, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage.

**PASSED** this 23<sup>rd</sup> day of March, 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 SOUTH OF BAY TOWN DRIVE AT THE WESTERN TERMINUS OF BURNT PINE DRIVE FROM A-1 TO R-1:**

**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 **A-1** symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

A part of the SE1/4 NW1/4 of Section 5, Township 5 North, Range 14 West, Faulkner County, Arkansas being more particularly described as commencing at the Southwest Corner of said SE1/4 NW1/4 and running thence N0°59'43"E, along the West Line of said SE1/4 NW1/4, 367.41 feet to the golf course boundary and the Point of Beginning; thence continue N0°59'43"E, 583.77 feet to the South right of way of Bay Town Drive; thence run along said right of way the following: S88°00'17"E, 28.87 feet; thence along an arc to the right having a chord bearing and distance of S79°56'31"E, 12.79 feet, arc length of 12.83 feet, and radius of 45.59 feet; thence S71°52'46"E, 438.41 feet; thence along an arc to the left having a chord bearing and distance of S74°40' 14"E, 52.38 feet, arc length of 52.40 feet, and radius of 537.77 feet; thence S77°27'43"E, 359.41 feet; thence along an arc to the left having a chord bearing and distance S78°58'31"E, 44.70 feet, arc length of 44.70 feet, and radius of 846.00 feet to the Northwest Corner of Lot 12 of The Fairways @ Centennial Subdivision; thence run S10°44'01"W, 244.69 feet to the Southwest Corner of Lot 11 of said subdivision; thence run along the North right of way of Burnt Pine Drive along an arc to the left having a chord bearing and distance of N78°15'51"W, 69.26 feet, arc length of 69.27 feet, and radius of 2671.45 feet; thence run S10°59'35"W 176.65 feet to the Southwest Corner of Lot 10 of The Fairways @ Centennial Subdivision; thence run along the golf course boundary N87°49' 18"W, 643.04 feet; thence N02°17'26"E, 26.80 feet; thence N87°50'06"W, 135.18 feet to the Point of Beginning. Said tract contains 9.82 acres more or less.

to those of **R-1**, 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 March, 2010.

**Approved:**

**Attest:**

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

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



# CONWAY PLANNING COMMISSION

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

March 16, 2010

Council Members  
Conway, AR 72032

Dear Council Members:

A request for a rezoning from A-1 to R-1 for property that is located south of Bay Town Drive at the western terminus of Burnt Pine Drive with the legal description

A part of the SE1/4 NW1/4 of Section 5, Township 5 North, Range 14 West, Faulkner County, Arkansas being more particularly described as commencing at the Southwest Corner of said SE1/4 NW1/4 and running thence  $N0^{\circ}59'43''E$ , along the West Line of said SE1/4 NW1/4, 367.41 feet to the golf course boundary and the Point of Beginning; thence continue  $N0^{\circ}59'43''E$ , 583.77 feet to the South right of way of Bay Town Drive; thence run along said right of way the following:  $S88^{\circ}00'17''E$ , 28.87 feet; thence along an arc to the right having a chord bearing and distance of  $S79^{\circ}56'31''E$ , 12.79 feet, arc length of 12.83 feet, and radius of 45.59 feet; thence  $S71^{\circ}52'46''E$ , 438.41 feet; thence along an arc to the left having a chord bearing and distance of  $S74^{\circ}40'14''E$ , 52.38 feet, arc length of 52.40 feet, and radius of 537.77 feet; thence  $S77^{\circ}27'43''E$ , 359.41 feet; thence along an arc to the left having a chord bearing and distance  $S78^{\circ}58'31''E$ , 44.70 feet, arc length of 44.70 feet, and radius of 846.00 feet to the Northwest Corner of Lot 12 of The Fairways @ Centennial Subdivision; thence run  $S10^{\circ}44'01''W$ , 244.69 feet to the Southwest Corner of Lot 11 of said subdivision; thence run along the North right of way of Burnt Pine Drive along an arc to the left having a chord bearing and distance of  $N78^{\circ}15'51''W$ , 69.26 feet, arc length of 69.27 feet, and radius of 2671.45 feet; thence run  $S10^{\circ}59'35''W$  176.65 feet to the Southwest Corner of Lot 10 of The Fairways @ Centennial Subdivision; thence run along the golf course boundary  $N87^{\circ}49'18''W$ , 643.04 feet; thence  $N02^{\circ}17'26''E$ , 26.80 feet; thence  $N87^{\circ}50'06''W$ , 135.18 feet to the Point of Beginning. Said tract contains 9.82 acres more or less.

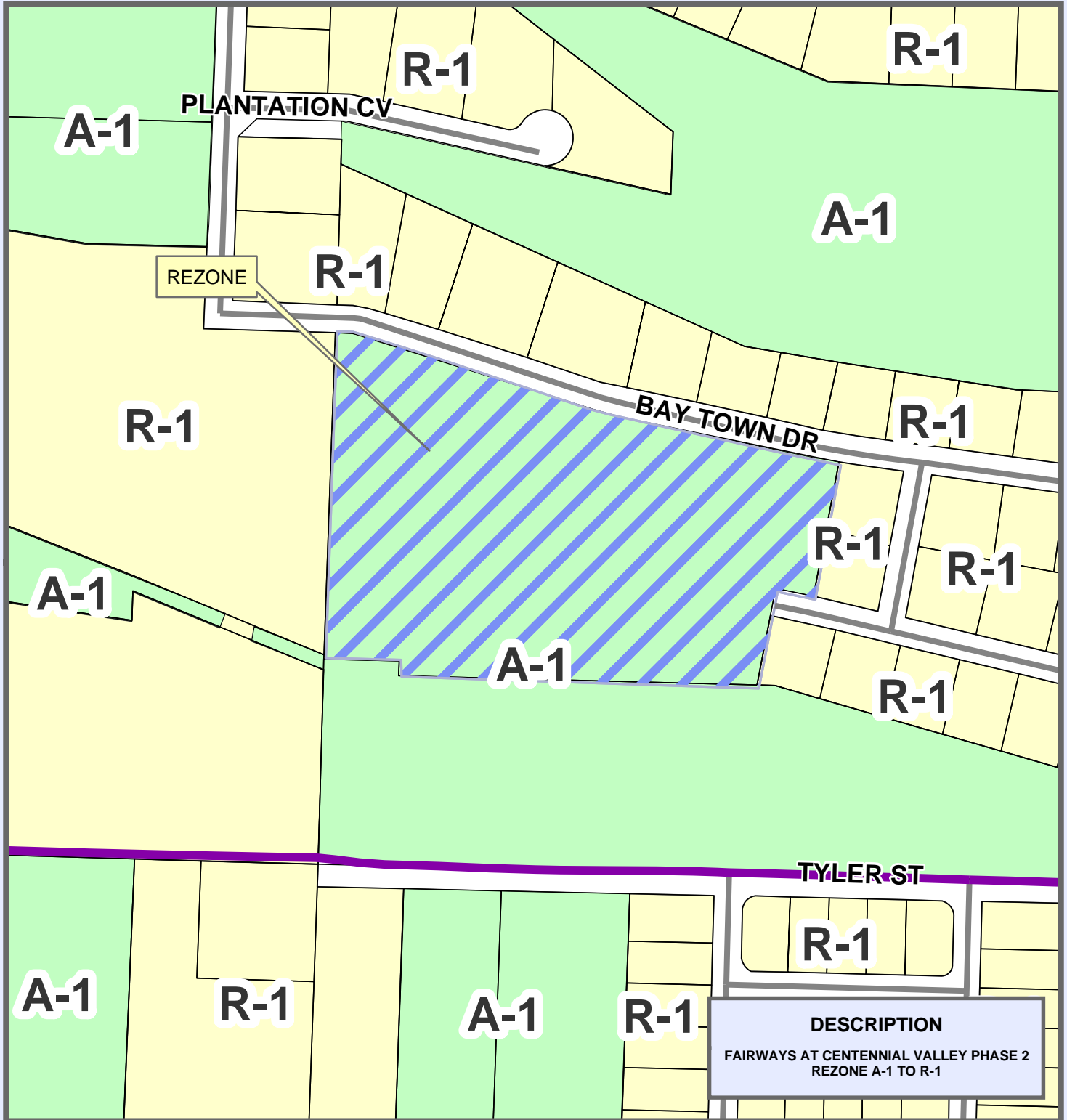
was reviewed by the Planning Commission at its regular meeting on March 15, 2010. The Planning Commission voted 8 – 0 that the request be sent to the City Council with a recommendation for approval.

Submitted by,

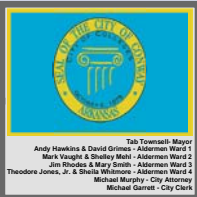
Sandra Mabry, Chair  
Planning Commission

# CITY OF CONWAY

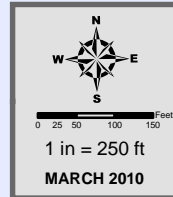
## THE FAIRWAYS AT CENTENNIAL PH 2 - REZONE



**DESCRIPTION**  
**FAIRWAYS AT CENTENNIAL VALLEY PHASE 2**  
**REZONE A-1 TO R-1**



INTERSTATE	LOT LINE	<b>Residential</b>	<b>Industrial</b>
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		<b>Commercial</b>	<b>Office</b>
RAILROADS		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	<b>Special</b>
			SP
			S-1
			A-1
			PUD
			I-1
			RU-1
			I-3



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[gis.cityofconway.org](http://gis.cityofconway.org) (UNDER DEVELOPMENT)  
 E-MAIL: [Jason.Lyon@CityOfConway.org](mailto:Jason.Lyon@CityOfConway.org)



**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 1915 RICHSMITH DRIVE FROM O-1 TO MF-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 **O-1** symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

Lot 6, Park Ridge Subdivision

to those of **MF-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 March, 2010.

**Approved:**

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

**Attest:**

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



# CONWAY PLANNING COMMISSION

---

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

March 16, 2010

Council Members  
Conway, AR 72032

Dear Council Members:

A request for a rezoning from O-1 to MF-3 for property that is located at 1915 Richsmith Drive with the legal description

Lot 6, Park Ridge Subdivision

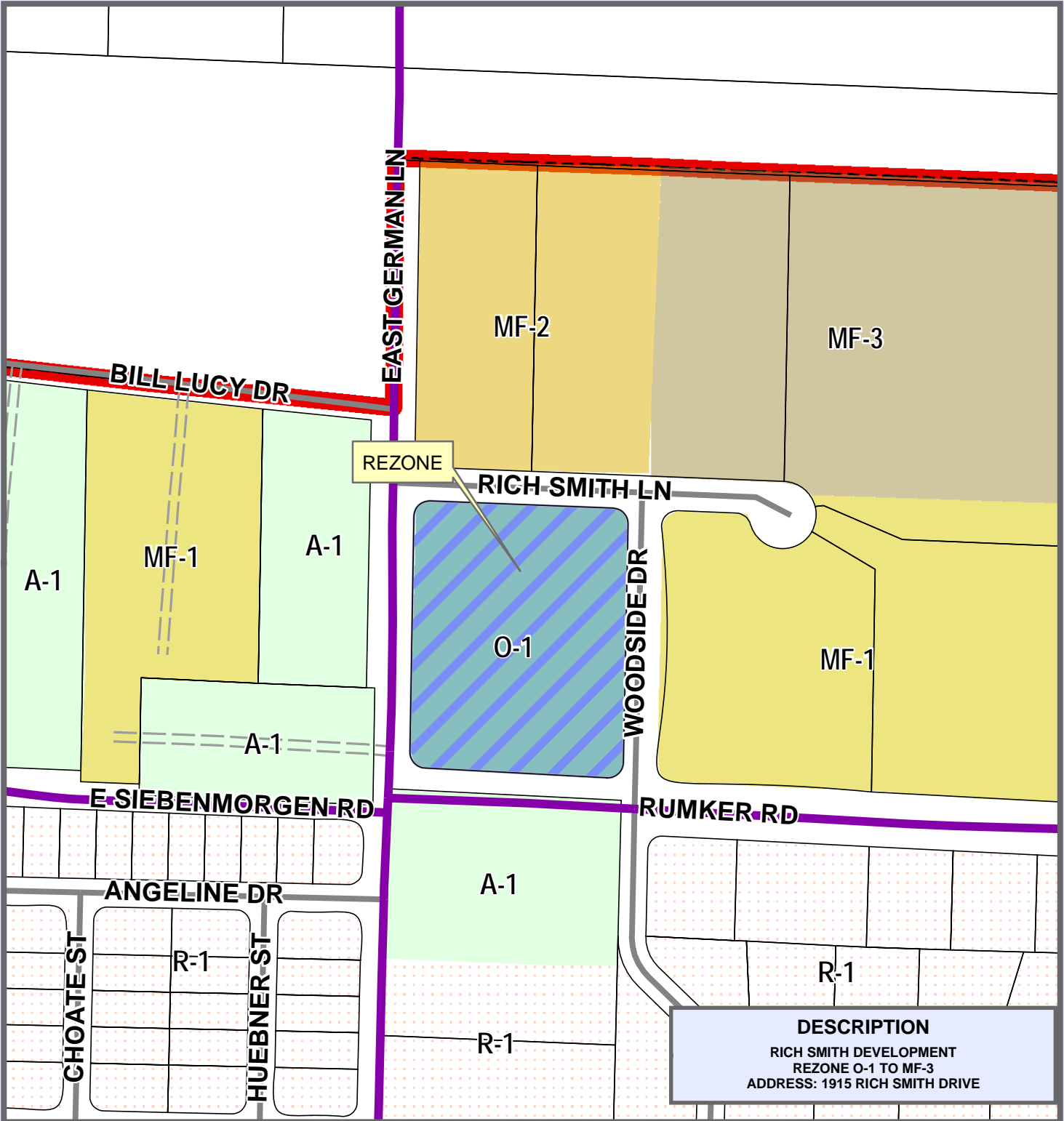
was reviewed by the Planning Commission at its regular meeting on March 15, 2010. The Planning Commission voted 8 – 0 that the request be sent to the City Council with a recommendation for approval.

Submitted by,

Sandra Mabry, Chair  
Planning Commission

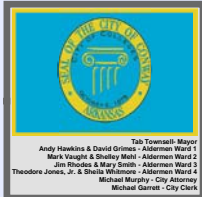
# CITY OF CONWAY

## PARKRIDGE SUBDIVISION LOT 6 REZONE O-1 TO MF-3

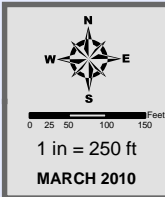


REZONE

**DESCRIPTION**  
**RICH SMITH DEVELOPMENT**  
**REZONE O-1 TO MF-3**  
**ADDRESS: 1915 RICH SMITH DRIVE**



INTERSTATE	LOT LINE	<b>Residential</b>	<b>Industrial</b>
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	I-1
INTERSTATE RAMP			RU-1
RAILROADS		<b>Commercial</b>	I-3
		C-1	
		C-2	<b>Office</b>
		C-3	O-1
		C-4	O-2
			O-3
			<b>Special</b>
			SP
			S-1
			A-1
			PUD



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



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

**AN ORDINANCE AMENDING THE CONWAY SIGN ORDINANCE, SECTION 1301 OF THE CONWAY ZONING ORDINANCE O-94-54 REPEALING ANY ORDINANCES IN CONFLICT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:**

WHEREAS, The City of Conway would like to amend certain sign regulations concerning pre-existing non-conforming signs;

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

**SECTION 1. Ordinance O-94-54, Sign Regulations Section 1301.4.01 – Sign Ordinance Determination of Legal Nonconformity shall be amended as follows:**

(2) A legally established sign which fails to conform to this Ordinance shall be allowed continued use, except that the sign shall not be expanded, moved, or relocated, ~~except in the case of street relocation.~~

**SECTION 2. Ordinances in Conflict**

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

**SECTION 3. Emergency Clause**

That this ordinance is necessary for the protection, 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 9th day of March, 2010.**

**APPROVED:**

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

**ATTEST:**

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



CITY OF CONWAY  
Planning and Development

1201 Oak Street  
Conway, AR 72032

T 501.450.6105  
F 501.450.6144

[www.conwayplanning.org](http://www.conwayplanning.org)

## MEMO

March 9, 2010

To: Mayor and City Council  
From: Bryan Patrick, Director of Planning and Development

Mayor and Council,

The Arkansas Highway and Transportation Department is currently conducting appraisals for properties affected by the planned Harkrider expansion and improvement project. Currently, the Sign Ordinance allows pre-existing non-conforming (grandfathered) signage to be relocated if affected by street widening and/or right of way acquisition.

Without this change, at least 4 large non-conforming signs will be relocated and re-erected as part of the Harkrider project. With this ordinance change, AHTD will include the cost of removal and construction of a new conforming signs for affected properties.

I apologize for the short notice, but due to the on going redesign and acquisition process of the Harkrider project, this matter became urgent.

Bryan C. Patrick  
Director of Planning and Development



Conway, Arkansas  
Tuesday 6:30 p.m.  
October 28, 2008

On this date the City Council of the City of Conway, Arkansas met in regular session. The following members being a quorum, were present and acting; Alderman Hawkins, Alderwoman Smith, Alderman Vaught, Alderwoman Mehl, Alderwoman Whitmore, and Alderman Grimes. Also, present and acting: Mayor Tab Townsell, City Clerk Michael Garrett, and City Attorney Michael Murphy. Alderman Jones and Alderman Thompson were not in attendance.

1. *Call to Order*
2. *Roll Call*
3. *Minutes: October 8<sup>th</sup> & October 14<sup>th</sup>, 2008*

Alderwoman Whitmore motioned to approve the October 8, 2008 and October 14, 2008 minutes as submitted. There was no discussion. The motion passed 6-0.

4. *Recognition of Guests: Employee Service Awards*

**5 Years**

James Gauvey - Sanitation

Felicia Rogers - Administration, Mayors Office

**10 Years**

Tony Parker - Street Dept.

Amanda Stanton - City Attorney's Office

Bryan Patrick - Planning & Development

5. *Public Hearings: None*

6. *Report of Standing Committees:*

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

1. **Resolution authorizing the Mayor to sign an extension of the power coordination and interchange agreement between Entergy Arkansas and the City.**

**R-08-33**

Richie Arnold, CEO Conway Corporation, gave a brief synopsis of the extension agreement which is set to expire in 2010 this will extend the term date to 2015.

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MINUTES OF THE CITY COUNCIL, CITY OF CONWAY, ARKANSAS

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Mark Elsinger, Special Project Coordinator, explained this will allow Agilysys to be the sole source vendor and allow us to buy a Hewlett Packard (HP) Pro Curve Switch for \$15,934.00. The IT Dept. has searched several vendors, including state contract vendors, and found Agilysys has the lowest cost. Alderwoman Smith motioned to waive the readings of the ordinance. Alderwoman Whitmore seconded the motion. The motion passed 6-0. Alderwoman Smith motioned to adopt the ordinance and the emergency clause. Alderwoman Whitmore seconded the motion. There was no discussion. The clerk called the roll with the following voting "Aye": Alderman Hawkins, Alderman Grimes, Alderman Vaught, Alderwoman Smith, Alderwoman Whitmore, and Alderwoman Mehl. The motion passed 6-0.

**7. *Old Business***

**A. Consideration of a recommendation from Council for an unauthorized boat dock owned by Phillip Brown located at 26 Lakeview Drive.**

James Burnside, Lake Beaverfork Caretaker, was present to answer questions. City Attorney, Michael Murphy, explained that a letter of intent to revoke dock permit was mailed out to the Brown's via certified mail with returned receipt and also by regular mail, we have heard nothing from them. Alderman Vaught stated he would like to make sure that they did indeed receive the notice before proceeding. Mr. Murphy stated his office could call tomorrow and double check if it was received. Mr. Burnside stated this started over a year and a half ago and feels we have been more than lenient. There was discussion among council on how to proceed. Mr. Burnside stated the Brown's have an additional dock that was grandfathered in and has had no changes made to it. Alderman Vaught motioned to remove the entire boat dock and revoke the dock permit. Alderwoman Smith seconded the motion. Mayor Townsell stated he would like to have the means to increase the Brown's dock permit fee for next year to include the costs the city incurs to tear down the dock in question. Mr. Murphy explained the ordinance could be amended to require anyone that applies for a dock permit to settle any fees/expenses owed to the city before a permit can be issued. Mr. Murphy stated since this is administrative action we should wait 30 days after we take action due to the 30 day window for appeal. There was no further discussion. The motion passed 4-2 with the Mayor voting with the majority. Alderman Hawkins and Alderman Grimes voted in opposition.

**8. *New Business***

**A. Consideration of a request by Shawn Demers & Michael Chambers for a franchise permit to operate a taxi cab service.**

Alderwoman Smith motioned to grant the franchise request. Alderman Hawkins seconded the motion. There was no discussion. The motion passed 6-0.



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

**AN ORDINANCE AMENDING TITLE 12 (PARKS AND RECREATION) 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 12 of the Conway Municipal Code;

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

**SECTION 1.** Title 12 (Parks and Recreation) Chapter 12.12 (Activity On And Around Beaverfork Lake) Section 22 (Structures) shall be amended to read as follows:

1. **12.12.22.A.2** Rules governing boat docks, boat houses, and piers generally:

Landowners wishing to construct a new structure into the lake must complete an application to apply for approval to build a structure into the lake. The applicant must submit documentation showing the location of the property for which a permit is requested, the existing lot lines and the extrapolation of these lines into the lake, the design and dimensions of the structure and the materials to be used in construction. Additional documentation may be required if the submitted documents do not clearly show the application meets the requirements of this code. The Lake Supervisor as well as the City Building Inspector and a registered professional engineer must certify the application and they must conform to Beaverfork ordinance and design guidelines. New structures permitted for construction only are subject to periodic review of city building inspectors. Final approval must be granted by the City Building Inspector in writing prior to the issuance of the annual permit and occupancy and use of the structure by the applicant.

Structures in the lake must remain in good repair, pass the annual inspection, and pay the required annual fee. Failure to maintain those fees and standards shall be grounds for revoking or non-renewal of the permit, demolition of the structure, and denial of lake access.

**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 23<sup>rd</sup> day of March, 2010.

**Approved:**

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

**Attest:**

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



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

**AN ORDINANCE AUTHORIZING THE APPROPRIATION OF FUNDS FOR ASPHALT PAVING AND STRIPING OF ADDITIONAL PARKING AT CITY OF COLLEGES PARK; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

**WHEREAS**, The Conway Parks Department would like to request the City Council to appropriate \$45,000 for the asphalt paving and striping of City of Colleges Park additional parking.

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

**SECTION 1.** The City of Conway shall approve the appropriation of \$45,000 from Parks and Recreation Impact Fees Special Revenue Funds (20.120) to Parks and Recreation Girls' Softball Complex Construction in Progress Account (38.120.767) be used for the asphalt paving and striping of City of Colleges Park additional parking.

**SECTION 2:** All ordinances in conflict herewith are repealed to the extent to 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 March 2010.

**APPROVED:**

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

**ATTEST:**

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



# Memo

To: Mayor Tab Townsell  
Cc: Conway City Council  
From: Brian Knopp, Parks Director  
Date: March 16, 2010  
Re: Approval of asphalt paving of City of Colleges Park additional parking and appropriation of funds

---

In October 2009 the city council approved a bid for J's Construction for additional parking at the City of Colleges Softball Complex. (See attached letter).

The Conway Parks Department would like to request that we get the asphalt paving done by the Rogers Group at their annual bid price of \$72 per ton. Ronnie Hall has estimated 600 tones of asphalt would be required therefore the paving cost would be approximately \$43,000. We estimate an additional \$2,000 for striping.

We also request that the council approve the appropriation of funds for this project from the Parks Impact Fees Special Revenue Fund.

Thank you for your consideration.



**CITY OF CONWAY**  
**STREET AND ENGINEERING DEPT.**

100 East Robins • Conway, AR 72032  
501-450-6165 • Fax 501-513-3566

**Ronnie D. Hall, P.E.**  
City Engineer

October 8, 2009

Mayor Tab Townsell  
City Hall  
1201 Oak Street  
Conway, Arkansas 72032

Re: Additional Parking Area  
City of Colleges Softball Complex

Dear Mayor Townsell;

Bids were received at 10:15 AM, Thursday, October 8, 2009 at Conway City Hall for the above referenced project. This project involves the construction of an additional parking lot to provide 120 additional parking spaces at the City of Colleges Softball Complex. The seven bids received are summarized below and detailed on the enclosed bid tabulation.

J' Construction, Inc.	\$125,213.50
H.W. Tucker Company, Inc.	\$128,804.00
JCI Construction	\$137,240.00
HOJO Excavation, Inc.	\$162,150.00
F.P. Bivens Construction Co.	\$166,861.67
Township Builders	\$176,789.00
Redstone Construction	\$180,640.00
Engineers Estimate	\$143,050.00

I recommend that this project be awarded to the low bidder, J's Construction, Inc.

This project as bid does not included asphalt paving, lighting or landscaping. Using our annual bid price from the Rogers Group of \$60.70 per ton the estimated cost of paving the parking area would be \$34,000.

Please advise if you have questions or need additional information,

Sincerely,

Ronnie Hall, P.E.



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

**AN ORDINANCE PROHIBITING SMOKING AND THE USE OF TOBACCO PRODUCTS IN PARKS AND RECREATIONAL AREAS IN THE CITY OF CONWAY; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES**

**WHEREAS**, based on findings by the U.S. Surgeon General and/or the Centers for Disease Control and Prevention, the Conway City Council has determined that:

- A. Smoking and the use of tobacco products are hazardous to health.
- B. Second hand smoke is a significant public health hazard.
- C. Second hand smoke is especially hazardous to particular groups, including those with chronic health problems, the elderly and children.
- D. Smoking endangers children and others in city owned or operated parks and recreational facilities by exposing them to second hand smoke.
- E. Discarding cigarettes, cigars, and tobacco products onto the ground in and around City owned or operated parks and recreational facilities is unsightly, unclean and hazardous to children and others.

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

**Section 1: Definitions**

- (a) **Tobacco product.** For purposes of this Ordinance “tobacco product” means a cigarette, cigar, snuff, chewing tobacco, dip, or other preparations of pulverized tobacco, smoking tobacco, or tobacco of any kind suitable for chewing or smoking or any article made of tobacco or tobacco substitute.
- (b) **Smoking.** For purposes of this Ordinance “smoking” means inhaling, exhaling, burning, or carrying any lighted cigarette, cigar, pipe, plant, or other combustible substance in any manner or in any form.
- (c) **Recreational facility.** For purposes of this Ordinance “recreational facility” means a building, office or structure, enclosed or open, which is accessible by the public, owned leased or operated by the City of Conway; and are used for athletics, recreation, relaxation, entertainment, cultural development, and other recreational activities, including, without limitation, park pavilions, amphitheatres, covered stage areas, tennis courts, walking/bike trails, athletic fields, baseball fields, softball fields, dugouts, and various other similar park or recreation facilities.
- (d) **City park.** For purposes of this Ordinance, “city park” means any real property owned, leased or operated by the City of Conway, which by reason of location, natural features, scenic beauty, or historical

interest, possesses distinctive physical, aesthetic, intellectual, creative or social values and are used for athletics, recreation, relaxation, entertainment, cultural development, and other recreational activities.

**Section 2: Prohibition of Smoking or Use of Tobacco Products in All City Parks and Recreational Facilities, and within 50 Feet of City Parks and Recreational Facilities.**

- (a) Smoking and use of tobacco products shall be prohibited in any and all present and future city Parks and recreational facilities.
- (b) Smoking and use of tobacco products shall be prohibited at all times within fifty (50) feet of any City park or recreational facility.
- (c) Disposal shall be prohibited at all times of any cigarette, cigar or tobacco product, or any part of a Cigarette, cigar, or tobacco product in any city park or recreational facility or within fifty (50) feet Of the boundaries of any city park or recreational facility.

**Section 3: Violations; penalties.**

- (a) Any person who violates any provision of this ordinance shall be guilty of a misdemeanor and Subject to the following penalties:
  - (1) A fine of twenty five dollars (\$25) plus court costs for the first offense.
  - (2) A fine of fifty dollars (\$50) plus court costs for the second offense.
  - (3) A fine of one hundred dollars (\$100) plus court costs for the third and subsequent offense.
- (b) Any person who smokes or uses tobacco products in an area where smoking or use of tobacco Products is prohibited and who refuses to cease smoking or the use of such products when asked May be required to leave the premises, and shall be subject to prosecution for criminal trespass if He does not leave when asked.

**Section 4:** That any ordinance which conflicts with this ordinance is hereby repealed to the extent Of the conflict.

**Section 5:** 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 23<sup>rd</sup> day of March, 2010.

**Approved:**

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

**Attest:**

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



*Alternate Version*

**City of Conway, Arkansas**

**Ordinance No. O-10-\_\_**

**AN ORDINANCE PROHIBITING SMOKING AND THE USE OF TOBACCO PRODUCTS IN PARKS AND RECREATIONAL AREAS IN THE CITY OF CONWAY; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES**

**WHEREAS**, based on findings by the U.S. Surgeon General and/or the Centers for Disease Control and Prevention, the Conway City Council has determined that:

- A. Smoking and the use of tobacco products are hazardous to health.
- B. Second hand smoke is a significant public health hazard.
- C. Second hand smoke is especially hazardous to particular groups, including those with chronic health problems, the elderly and children.
- D. Smoking endangers children and others in city owned or operated parks and recreational facilities by exposing them to second hand smoke.
- E. Discarding cigarettes, cigars, and tobacco products onto the ground in and around city owned or operated parks and recreational facilities is unsightly, unclean, and hazardous to children and others.

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

**Section 1: Definitions**

(a) **Tobacco product.** For purposes of this Ordinance “tobacco product” means a cigarette, cigar, snuff, chewing tobacco, dip, or other preparations of pulverized tobacco, smoking tobacco, or tobacco of any kind suitable for chewing or smoking or any article made of tobacco or tobacco substitute.

(b) **Smoking.** For purposes of this Ordinance “smoking” means inhaling, exhaling, burning, or carrying any lighted cigarette, cigar, pipe, plant, or other combustible substance in any manner or in any form.

(c) **Recreational facility.** For purposes of this Ordinance “recreational facility” means a building, office or structure, enclosed or open, which is accessible by the public, owned leased or operated by the City of Conway; and are used for athletics, recreation, relaxation, entertainment, cultural development, and other recreational activities, including, without limitation, park pavilions, amphitheaters, covered stage areas, tennis courts, walking/bike trails, athletic fields, baseball fields, softball fields, dugouts, and various other similar park or recreation facilities.

(d) **City park.** For purposes of this Ordinance, “city park” means any real property owned, leased or operated by the City of Conway, which by reason of location, natural features, scenic beauty, or historical interest, possesses distinctive physical, aesthetic, intellectual, creative or social values and are used for athletics, recreation, relaxation, entertainment, cultural development, and other recreational activities.

**Alternate Version**

**Section 2: Prohibition of Smoking or Use of Tobacco Products in All City Parks and Recreational Facilities, except in designated areas.**

- (a) Smoking and use of tobacco products shall be prohibited in any and all present and future city Parks and recreational facilities, **except in designated areas.**
- (b) Smoking and use of tobacco products shall be prohibited at all times in any City Park or Recreational facility, **except in designated areas.**
- (c) Disposal shall be prohibited at all times of any cigarette, cigar or tobacco product, or any part of a Cigarette, cigar, or tobacco product in any city park or recreational facility, **except in designated receptacles.**

**Section 3: Violations; penalties.**

- (a) Any person who violates any provision of this ordinance shall be guilty of a misdemeanor and Subject to the following penalties:
  - (1) A fine of twenty five dollars (\$25) plus court costs for the first offense.
  - (2) A fine of fifty dollars (\$50) plus court costs for the second offense.
  - (3) A fine of one hundred dollars (\$100) plus court costs for the third and subsequent offense.
- (b) Any person who smokes or uses tobacco products in an area where smoking or use of tobacco Products is prohibited and who refuses to cease smoking or the use of such products when asked May be required to leave the premises, and shall be subject to prosecution for criminal trespass if He does not leave when asked.

**Section 4:** That any ordinance which conflicts with this ordinance is hereby repealed to the extent Of the conflict.

**Section 5:** 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 26<sup>th</sup> of March, 2010.

**Approved:**

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**Mayor Tab Townsell**

**Attest:**

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

March 10, 2010

Mr. David St. John  
President, Youth Softball Association of Conway

Dear Mr. St. John:

The following is intended as an agreement between the University of Central Arkansas (UCA) and the Youth Softball Association of Conway (YSAC). This agreement stipulates that the Department of Campus Recreation at UCA will maintain the Farris Field Softball Fields (fields #1, #2, #3, and surrounding grounds) during the period of use by YSAC. Period of use by YSAC is from April 29, 2010 through July 9, 2010 (also weekends included in the agreement). Maintenance of the Farris Fields by the Department of Intramural Sports and Recreation will be conducted to fulfill the agreement between the City of Conway and the University of Central Arkansas.

Staff Costs:

1.	1.5 staff @ \$6.25 per hour	
2.	One (1) staff - \$6.25 per hour X 8 hours per day	\$50.00
3.	One half (½) staff - \$6.25 per hour X 4 hours per day	<u>\$25.00</u>
4.	Total staff cost per day	\$75.00

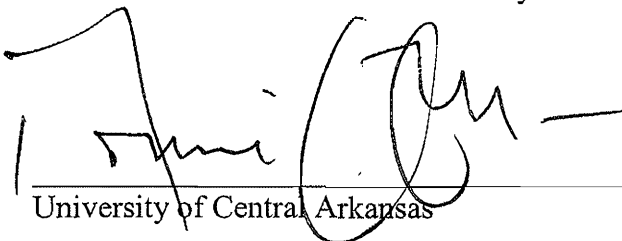
Other Cost:

1. In accordance with agreement between City of Conway and UCA the YSAC will bear the cost of:
  - A. Field marking supplies
  - B. Replacement of field lights
  - C. Repair and/or replacement due to damage to fields or surrounding areas
  - D. Garbage pick-up (dumpster) by City at \$40.00 per week

UCA will submit to YSAC an invoice for each month use. Monthly costs may be effected by weather. YSAC will remit to UCA the total staff and other costs for maintenance of the Farris Fields within 10 days after YSAC period of usage.

\_\_\_\_\_  
Youth Softball Association of Conway

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
University of Central Arkansas

3-11-10  
\_\_\_\_\_  
Date

AGREEMENT  
between  
University of Central Arkansas  
and  
City of Conway, Arkansas  
for  
Rental use of the Jefferson D. Farris Jr. Softball Fields  
for  
2010

Period of Use:

1. The Jefferson D. Farris Jr. Softball Fields number 1,2, and 3 (hereafter "fields") may be used by the City of Conway, Arkansas (hereafter "City") beginning April 29 through July 9, 2010. Also included in this agreement are Saturdays in April, 2010 (April 3<sup>rd</sup> and 17<sup>th</sup>).
2. On or about March 15 each year the City will inform the University of Central Arkansas (hereafter "University") through the Department of Campus Recreation in writing regarding their intended period of usage of the fields for that year.
- ~~3.~~ The fields will be available for the City Monday through Friday. Weekend days (Saturday and Sunday) may be reserved through the University Scheduling and Events Office.
4. Either party may cancel this agreement upon written notice to the other party; provided however, the University must notify the City of its intent to cancel the agreement by November 1 of each year if the fields will not be available for the next year.

Terms of Agreement:

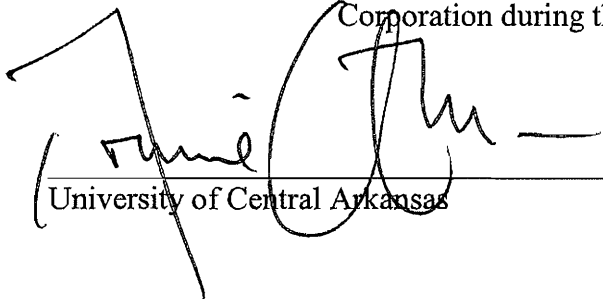
1. During the period of use the City will maintain the fields within a standard set by the University and the City. The City will:
  - A. Mow the grass on and around the fields a minimum of once each week. The areas and height to be mowed will be determined by the University.
  - B. Trim (weed eat) in and around the fields, including but not limited to the area around fences and sidewalks and in areas not reachable by mowers.
  - C. Clean the area in and around the fields, including but not limited to parking lots, fields, areas surrounding the fields, bathrooms, concession area, bleachers, and dugouts.
  - D. Water fields and areas around fields in accordance with University standards. Maintain and repair irrigation system on and around fields.
  - E. Maintain dirt infields by 1) drag daily; 2) contain weed and grass growth; and 3) repair areas damaged by usage.
  - F. Any chemicals or fertilizers added to the grass (in addition to normal standards) on or around the fields must be approved by the University prior to application.

AGREEMENT (page #2)

- G. Any field conditioner added to the infield must be approved by the University prior to application.
  - H. Repair any and all damage to the fields or areas surrounding the fields.
  - I. Replace any field lights that go out during usage.
  - J. City will not allow 'soft toss' hitting into the chain link fence around the fields.
- 2. The City will supply all field marking equipment and supplies.
  - 3. The City will contact and work with ARAMARK with regard to concessions during the period of usage.
  - 4. Security.
    - A. The University Police Department (UCAPD) will be notified of City usage of softball fields at least (2) weeks prior to usage.
    - B. Should the service of UCAPD be required, necessary or otherwise requested, prior permission must be obtained during this period of time. A fee may be assessed for these services.
  - 5. The City will uphold State regulations and University policy of facility usage by non-student groups.
  - 6. The City will carry liability insurance naming the University in the policy rider as an additional insured and will provide the University with a copy of the certificate.
  - 7. The University will provide:
    - A. Bases and pitcher plates.
    - B. Irrigation parts and supplies.
    - C. Storage area for City supplies to maintain fields.
  - 8. No rights or obligations under this agreement may be assigned or transferred without the written consent of all parties.

Rental Fee:

- 1. The City will not pay a rental fee to the University, but will:
  - A. Maintain the fields and surrounding area as stipulated in "Terms of Agreement".
  - B. Provide for the cost of all water and electric charges from Conway Corporation during the period of use by the City.

  
\_\_\_\_\_  
University of Central Arkansas

3-11-10  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor, City of Conway

\_\_\_\_\_  
Date

AGREEMENT  
between  
University of Central Arkansas  
and  
City of Conway, Arkansas  
and  
Youth Softball Association of Conway  
for  
Rental use of the Jefferson D. Farris Jr. Softball Fields  
at the University of Central Arkansas  
for  
2010

Period of Use:

1. The Jefferson D. Farris Jr. Softball Fields number 1,2, and 3 (hereafter "fields") may be used by the Youth Softball Association of Conway (hereafter "Y.S.A.C") beginning April 29 through July 9, 2010. Also included in this agreement are Saturdays in April, 2010 (April 3<sup>rd</sup> and 17<sup>th</sup>).
2. On or about March 15 each year Y.S.A.C. will inform the City of Conway, Arkansas (hereafter "City") in writing regarding their intended period of usage of the fields for that year.
3. The fields will be available for Y.S.A.C. Monday, Tuesday, Thursday and Friday. Weekend days (Saturday and Sunday) may be reserved through the University Scheduling and Events Office.
4. Either party may cancel this agreement upon written notice to the other party; provided however, the City must notify Y.S.A.C. of its intent to cancel the agreement by November 1 of each year if the fields will not be available for the next year.

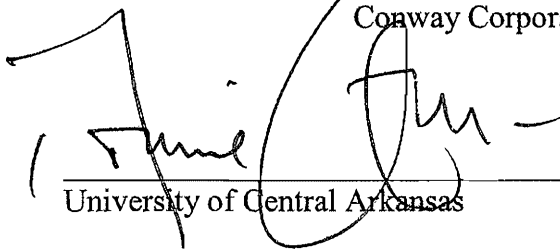
Terms of Agreement:

1. During the period of use Y.S.A.C. will maintain the fields within a standard set by the University and the City. The Y.S.A.C. will:
  - A. Mow the grass on and around the fields a minimum of once each week. The areas and height to be mowed will be determined by the University.
  - B. Trim (weed eat) in and around the fields, including but not limited to the area around fences and sidewalks and in areas not reachable by mowers.
  - C. Clean the area in and around the fields, including but not limited to parking lots, fields, areas surrounding the fields, bathrooms, concession area, bleachers, and dugouts.
  - D. Water fields and areas around fields in accordance with University standards. Maintain and repair irrigation system on and around fields.
  - E. Maintain dirt infields by 1) drag daily; 2) contain weed and grass growth; and 3) repair areas damaged by usage.
  - F. Any chemicals or fertilizers added to the grass (in addition to normal standards) on or around the fields must be approved by the University prior to application.

- G. Any field conditioner added to the infield must be approved by the University prior to application.
  - H. Repair any and all damage to the fields or areas surrounding the fields.
  - I. Replace any field lights that go out during usage.
  - J. Y.S.A.C. will not allow 'soft toss' hitting into the chain link fence around the fields.
2. The Y.S.A.C. will supply all field marking equipment and supplies.
  3. The Y.S.A.C. will contact and work with ARAMARK with regard to concessions during the period of usage.
  4. Security.
    - A. The University Police Department (UCAPD) will be notified of Y.S.A.C. usage of softball fields at least (2) weeks prior to usage.
    - B. Should the service of UCAPD be required, necessary or otherwise requested, prior permission must be obtained during this period of time. A fee may be assessed YSAC for these services.
  5. The Y.S.A.C. will uphold State regulations and University policy of facility usage by non-student groups.
  6. The Y.S.A.C. will carry liability insurance naming the University in the policy rider as an additional insured and will provide the University with a copy of the certificate.
  7. The University will provide:
    - A. Bases and pitcher plates.
    - B. Irrigation parts and supplies.
    - C. Storage area for Y.S.A.C. supplies to maintain fields.

Rental Fee:

1. The Y.S.A.C. will not pay a rental fee to the City, but will:
  - A. Maintain the fields and surrounding area as stipulated in "Terms of Agreement".
  - B. The City will provide for the cost of all water and electric charges from Conway Corporation during the period of use by the Y.S.A.C..

  
 \_\_\_\_\_  
 University of Central Arkansas

3-11-10  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Mayor, City of Conway

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Youth Softball Association of Conway

\_\_\_\_\_  
 Date



**City of Conway, Arkansas**  
**Ordinance No. 0-10-\_\_\_\_\_**

**AN ORDINANCE APPROPRIATING FUNDING FOR EXPENSES RELATED TO DISTRICT COURT  
 AUTOMATION; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES:**

**WHEREAS**, the District Court has collected an additional fee from all individuals paying fines on time payment plans of \$2.50 per person since August 2001 to fund the cost of court automation; and

**WHEREAS**, the District Court has a need for surveillance cameras; which may be funded through court automation revenue.

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

**SECTION 1.** The City of Conway shall transfer funds from the Special Revenue District Court – Court Automation Undesignated Contingency account (20.110.999) in the amount of \$12,873 into the District Court Automation Audio-Visual Equipment Capital Account (20.110.945) for surveillance cameras.

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

**SECTION 3.** This ordinance is necessary for the protection of the public peace, health and safety and 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 March, 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](http://www.cityofconway.org)



# Memo:

**To:** Mayor Tab Townsell  
City Council Members

**CC:**

**From:** Donna Clifton

**Date:** March 15<sup>th</sup>, 2010

**Re:** Surveillance System for District Court

---

District Court currently uses four security cameras that are over twelve years old, except for the bailiffs that are present on court days, there is no other security for the District Court building. We feel there is a great need for new, upgraded security cameras for our building and premises.

Please find attached a breakdown of the cost of 13 security cameras from Surveillance Systems Integration (the low bidder), in the amount of \$8,011 and quotes from three companies for the 13 license agreements, with the lowest being in the amount of \$4,862.

These cameras were approved for purchase two years ago but we have had to get bid specifications prepared by our Information Technology Department for several different departments to ensure the systems were compatible.

We are able to use court automation money to purchase these cameras and license at no cost to the general fund or to our previously approved budget. Your consideration of this matter is greatly appreciated.

Please advise if you have any questions.

fr/dc

<b><u>CAMERAS</u></b>				
<b>Vendor: SSI (Surveillance Systems Integration)</b>				
<b>Bid Number for the cameras is 2009-48</b>				
<b>QTY</b>	<b>Item #</b>	<b>Desc</b>	<b>Each</b>	<b>Total</b>
<b>The Vendor for the cameras will be SSI</b>				
2	WVNP244	NETWORK CAMERA	\$ 402.00	\$ 804.00
2	POH1000HB	SEC HOUSING W/ HEATER/BLWR	\$ 210.00	\$ 420.00
2	VL550AI	1/3" CS MT 5-50MM AUTO IRIS	\$ 69.00	\$ 138.00
1	FREIGHT	SHIPPING TO AR	\$ 59.00	\$ 59.00
9	WVNF284	IP POE DOME CAMERA W/2.8-10MM LENS	\$ 545.00	\$ 4,905.00
2	WVNW484S	VNDL PRF NW MPEG/JPEG SDIII D/N	\$ 810.00	\$ 1,620.00
1	Freight	Shipping to Arkansas	\$ 65.00	\$ 65.00
1	Tax	Sales Tax	\$ -	\$ -
				<b>\$ 8,011.00 PO Amount</b>
<b><u>Camera Software Licenses</u></b>				
<b>Vendor: WIRED</b>				
13		Milestone Camera Licenses	\$ 374.00	<b>\$ 4,862.00 PO Amount</b>
<b><u>Quotes</u></b>				
Wired:		\$4,862.00		
Alarmtec:		\$6,370.00		
MMR Comm:		\$5,486.00		



City Of Conway



## MEMORANDUM

TO: Chief A.J. Gary

FROM: Major Milburn *BM*

DATE: March 9, 2010

SUBJECT: Elevator Contract

I started to fill out a 176 and realized this is probably more than a 176 issue since it is a maintenance contract for 5 years. I have attached both proposed contracts from OTIS Elevator.

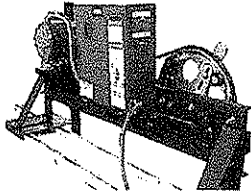
The contract for \$149.40 monthly is for routine service only and does not cover parts.

*OK* The contract for 214.20 monthly is a Maintenance Contract that covers service and maintenance including parts. I have included a price list of the covered parts. In light of the potential expense I would recommend this Maintenance Contract.

This contract will renew April first of each year. If possible, it would be much less paper work on the city's part if the contract could be paid annually instead of cutting a purchase order each month.

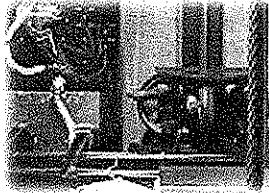
This is another of those items that needs to be put on a watch list for next years budget preparation.

# HYDRAULIC ELEVATOR REPAIR COSTS\*

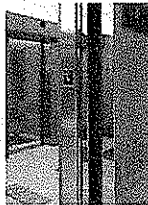


Door Operator- Opens & closes the doors at each stop.

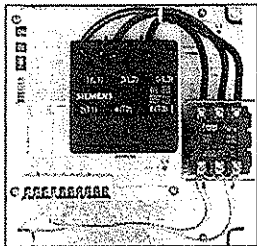
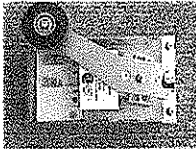
Rail Guides



Lambda-Door device to protect passengers from closing doors.

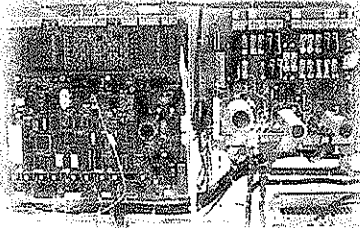


Hoistway Switch



Solid State Starter: Starts motor up on each run.

Microprocessor Board: Controls all elevator function



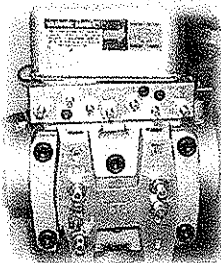
## Major Components

Motor	\$ 4000-7000
Valve	\$ 5500-7500
Pump	\$ 3000-5000
Microprocessor Boards	\$ 250-2500
Lambda	\$ 2250
Packing	\$ 850-1900

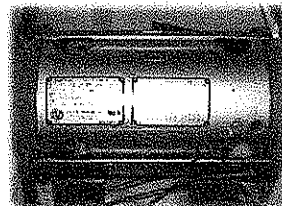
## Minor Components

Door Rollers (car & hoistway)	\$ 250-500
Door Gibs (car & hoistway)	\$ 200-400
Spirators	\$ 200-400
Push Button (each)	\$ 200-300
Hoistway Switches	\$ 300-400
Solid State Starter	\$ 1250-3500
Guides (each)	\$ 250-850
Door Operator Motor	\$ 900-1800
Belt	\$ 225
Contact Adjustment	\$ 200-1500

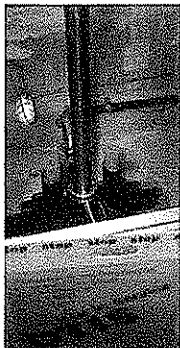
Hydraulic Valve



Hydraulic Motor



Hydraulic Pump



Packing: Protects the cylinder from leaking

\*Prices approximated from June 2005 wages and material costs

# OTIS

OTIS MAINTENANCE - Conway Police Station

DATE: 03/08/2010

TO:  
Conway Police Station  
1105 Prarie St.  
Conway, AR 72032

FROM:  
Otis Elevator Company  
1527 Bowman Road  
Suite A  
Little Rock, AR 72211

EQUIPMENT LOCATION:  
CONWAY POLICE STATION  
1105 PRAIRIE ST  
CONWAY, AR 72032

Richard Carlton  
Phone: (501) 312-7600  
Fax:(501) 312-7606

PROPOSAL NUMBER: ZJA100308131024

**EQUIPMENT DESCRIPTION:**

Number of Units	Manufacturer	Equipment Type	Machine Numbers
One (1)	OTIS Elevator	Hydraulic Passenger	240060

**OTIS MAINTENANCE**

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

**OTIS MAINTENANCE MANAGEMENT SYSTEM<sup>SM</sup>**

We will use the Otis Maintenance Management System<sup>SM</sup> preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS<sup>®</sup> scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS<sup>®</sup> standard work processes developed and continuously improved by Otis.

*Under this Contract, we will maintain the Units on the following terms and conditions:*

**PERFORMANCE**

**MAINTENANCE**

214.20  
month

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, adjustment, and, if conditions or usage warrant, repair or replacement of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.

- Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

In addition, we will replace all wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or Code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring.

**RELIABILITY**

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**PARTS INVENTORY**

We will during the term of this Contract maintain, either in the elevator machine room or as part of our examiner's mobile inventory, a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any parts replaced under this Contract will be with new parts manufactured or selected by Otis or with parts refurbished to Otis standards. Replacement parts stored in the machine room remain our property until installed in the Units. We will furnish replacement parts in exchange for the parts replaced. We further agree to maintain a supply of routine replacement parts in our local parts warehouse inventory and/or the Otis Service Center, available for express delivery in case of emergencies.

**MAJOR COMPONENT INVENTORY**

We will maintain a supply of genuine Otis major components available for emergency replacement in our warehouse inventory. This inventory includes, but is not limited to, generator rotating elements, motor rotating elements, brake magnets, solid-state components, selector tapes, and door operator motors. Major components will be in our warehouse inventory or available from facilities located throughout North America.

**QUALITY CONTROL**

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

**RESPONSIVENESS**

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**24-HOUR DISPATCHING**

We will, at your request, provide you with access to e\*Service via Otis.com and our OTISLINE<sup>®</sup> 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on e\*Service or through an OTISLINE<sup>®</sup> customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an American with Disabilities Act ("ADA") call outside of regular working hours, Otis shall make at least one attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to timely reach a building representative, Otis shall respond to the ADA call as an authorized callback outside of regular working hours.

**COMMUNICATION**

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**CUSTOMER REPRESENTATIVE**

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS<sup>®</sup> program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

**REPORTS - e\*SERVICE**

We will use the OMMS<sup>®</sup> program to record completion of maintenance procedures. We will, at your request, provide you access to e\*Service via Otis.com. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use e\*Service.

**SAFETY AND ENVIRONMENT**

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**SAFETY TESTS – TRACTION ELEVATORS**

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked.

As required by Code, or once every five years at a minimum, we will measure the coated steel belts for factor of safety using a method approved by the manufacturer.

**SAFETY TESTS – HYDRAULIC ELEVATORS**

We will conduct an annual no load test and annual pressure relief valve test.

**SAFETY TESTS - ROPED HYDRAULIC ELEVATORS**

We will periodically examine safety devices and governors of the Unit. We will conduct an annual no load test, annual pressure relief valve test, and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car buffers. If required, the governor will be recalibrated and sealed for proper tripping speed.

**FIREFIGHTERS' SERVICE TEST**

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance and functioning of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

**SAFETY TRAINING**

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

**ENVIRONMENTAL PROTECTION**

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

**MAINLINE DISCONNECTS**

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

**WORK SCHEDULE**

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**NORMAL HOURS**

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM<sup>®</sup> monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

**OVERTIME**

Callbacks outside of regular working hours will be billed at standard overtime rates.

**OWNERSHIP AND LICENSES**

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**WIRING DIAGRAMS**

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

**OTIS SERVICE EQUIPMENT**

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the

Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

**OTIS SOFTWARE**

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

**NON-OTIS SOFTWARE**

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

**SERVICE TOOLS**

You are responsible to secure our right to use any special service tools required to maintain your non-Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

**THE UNITS**

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

**CLARIFICATIONS**

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to make any replacements, renewals, or repairs necessitated by any obsolete or discontinued part of the Unit(s) or by reason of any cause beyond our control (except ordinary wear and tear) including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We shall indemnify and hold you harmless from damages or losses sustained by you due solely to personal injury or property damage occurring during the performance of the Work and only to the extent directly caused by our negligence or the negligence of our employees, agents or subcontractors. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any



indirect, special or consequential damages of any kind.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

**ALTERATIONS**

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

**SPECIAL PROVISIONS**

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**Otis REM® Maintenance**

We will provide Otis REM® Maintenance on the applicable units.

We will provide a microprocessor system that continuously monitors the Unit(s) on a 24-hour per day, year-round basis. The system will notify our OTISLINE® dispatching center that a Unit is inoperative by sending a message via telephone line. Upon the receipt of such message, we will either notify your on-site representative or initiate the dispatch of our personnel for emergency minor adjustment callback service during regular working hours of our regular working days for the mechanics who perform the service.

We will collect data on the equipment condition including, but not limited to, door operation, leveling and whether the operation of a Unit has been interrupted. That information will be used to tailor the Otis Maintenance Management System<sup>SM</sup> preventive maintenance program for the Unit(s).

You will furnish us at your expense, one (1) outside telephone line to the elevator machine room that allows data calls to and from a toll-free number at our OTISLINE® dispatching center. The telephone line may be a separate line dedicated to the REM® maintenance equipment or may be an existing line that is shared between another telephone and the REM® maintenance equipment.

**CONTRACT PRICE AND TERM**

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**CONTRACT PRICE**

**Two hundred fourteen dollars and twenty cents ( \$214.20 ) per month, payable annually**

**PRICE ADJUSTMENT**

The Contract Price will be adjusted on the effective date of any labor rate adjustment under Otis' contract with the International Union of Elevator Constructors (IUEC Contract) to reflect increases or decreases in material and labor costs.

**A. Material**

**Twenty-one dollars and forty-two cents ( \$21.42 )** of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on **12/01/2009** which was **196.000**.

**B. Labor**

**One hundred ninety-two dollars and seventy-eight cents ( \$192.78 )** of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the

IUEC contract on **01/01/2010** which was **59.548**. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

**TERM**

The Commencement Date will be 04/01/2010.

The Term of this Contract unless modified under the extended term below, will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed at each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.

**EXTENDED TERM**

The Term of this Contract will be extended as selected below, and we will apply the corresponding discount to the net billing amount.

<u>Extended Contract Term</u>	<u>Extended Term Discount</u>	<u>Selection</u>	<u>Initial</u>
Ten (10) Years	3%	<input type="checkbox"/>	_____
Fifteen (15) Years	5%	<input type="checkbox"/>	_____
Twenty (20) Years	7%	<input type="checkbox"/>	_____

In the event a customer chooses an extended term, the Contract will automatically renew at the expiration of the Extended Contract Term for successive periods equal to the initial Extended Contract Term. Either party may terminate the Contract at the end of the initial Extended Contract Term or at the end of any subsequent Extended Contract Term by giving the other party at least ninety (90) days written notice prior to the end of the then current Term.

At the end of the initial Extended Contract Term, or at the end of any subsequent Extended Contract Term, you may elect to have the subsequent terms reduced to five (5) year periods by giving us at least ninety (90) days written notice prior to the end of the then current Term. If such notice is given, the Extended Term Discount will be discontinued upon the subsequent automatic renewal date of this agreement.

In the event the contract is terminated for any reason prior to the expiration date of the selected Extended Term or any subsequent Extended Term, you agree to pay us the amount of the full Extended Term Discount you received during the Extended Term or any subsequent Extended Term. This is in addition to and not in lieu of any other rights or remedies we may have.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

**Nonperformance**

You may by written notice to Otis, terminate the Contract if we materially fail to perform any of the substantive obligations under the Contract, and do not cure such failure within ninety (90) days after receipt of such written notice specifying in detail such failure.

**PAYMENTS**

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

If an alternate payment plan is selected other than the standard annual payment, the following additional cost will be applied to the net billing amount:

<u>Billing Frequency</u>	<u>Add to Contract Price</u>	<u>Selection</u>	<u>Initial</u>
Semiannual	1%	<input type="checkbox"/>	_____
Quarterly	3%	<input type="checkbox"/>	_____
Monthly	4%	<input type="checkbox"/>	_____

The method of payment will be by check.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection

with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

**ACCEPTANCE**

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis

**THIS QUOTATION** is valid for ninety (90) days from the proposal date.

Submitted by: Richard Carlton

Title: Sales Representative

Accepted in Duplicate

**CUSTOMER**

Approved by Authorized Representative

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: Tab Townsell

Title: Mayor

E-mail: mayor@cityofconway.org

Name of Company: City of Conway Police

**Otis Elevator Company**

Approved by Authorized Representative

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: Reed Myers

Title: Branch Manager

Principal, Owner or Authorized Representative of Principal or Owner

Agent: \_\_\_\_\_  
(Name of Principal or Owner)

**OTIS MAINTENANCE - Conway Police Station**



**DATE:** 03/08/2010

**TO:**  
**Conway Police Station**  
 1105 Prarie St.  
 Conway, AR 72032

**FROM:**  
**Otis Elevator Company**  
 1527 Bowman Road  
 Suite A  
 Little Rock, AR 72211

**EQUIPMENT LOCATION:**  
 CONWAY POLICE STATION  
 1105 PRAIRIE ST  
 CONWAY, AR 72032

Richard Carlton  
 Phone: (501) 312-7600  
 Fax:(501) 312-7606

**PROPOSAL NUMBER:** ZJA100308131024

**EQUIPMENT DESCRIPTION:**

Number of Units	Manufacturer	Equipment Type	Machine Numbers
One (1)	OTIS Elevator Co.	Hydraulic Passenger	240060

**OTIS SERVICE**

We propose to furnish Otis Service on the equipment ("Units") described above. Otis Service is preventive maintenance service designed to extend equipment life.

**OTIS MAINTENANCE MANAGEMENT SYSTEM<sup>SM</sup>**

We will use the Otis Maintenance Management System<sup>SM</sup> preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS<sup>®</sup> scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS<sup>®</sup> standard work processes developed and continuously improved by Otis.

*Under this Contract, we will maintain the Units on the following terms and conditions:*

**PERFORMANCE**

**MAINTENANCE**

*149.40*  
*MONT* We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and minor adjustment of the following parts:

- Controllers, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders; and bearings.

- Governors, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.

In addition, if conditions or usage warrant, we will repair or replace the following parts:

- Motor brushes, operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect).

This Contract includes emergency minor adjustment callback services during our regular working hours.

**EXCLUSIONS**

Services, repairs and/or parts not listed above are specifically excluded. This Contract does not cover inspection, lubrication, adjustment or cleaning that requires disassembly. If you later request any of these services, you agree to pay extra at our regular billing rates.

**RELIABILITY**

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**PARTS INVENTORY**

We will during the term of this Contract maintain, either in the elevator machine room or as part of our examiner's mobile inventory, a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any parts replaced under this Contract will be with new parts manufactured or selected by Otis or with parts refurbished to Otis standards. Replacement parts stored in the machine room remain our property until installed in the Units. We will furnish replacement parts in exchange for the parts replaced. We further agree to maintain a supply of routine replacement parts in our local parts warehouse inventory and/or the Otis Service Center, available for express delivery in case of emergencies.

**QUALITY CONTROL**

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

**RESPONSIVENESS**

---

**24-HOUR DISPATCHING**

We will, at your request, provide you with access to e\*Service via Otis.com and our OTISLINE<sup>®</sup> 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on e\*Service or thru an OTISLINE<sup>®</sup> customer service representative, who will, at your request, dispatch an examiner to perform emergency minor adjustment callback service.

**COMMUNICATION**

---

**CUSTOMER REPRESENTATIVE**

An Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of code authorities, proper use and care of the Units, and the OMMS<sup>®</sup> program.

**REPORTS – e\*SERVICE**

We will use the OMMS<sup>®</sup> program to plan and record completion of maintenance procedures. We will, at your request, provide you access to e\*Service via Otis.com. You will be able to access repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use e\*Service.

**SAFETY AND ENVIRONMENT**

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**SAFETY TESTS – TRACTION ELEVATORS**

We will periodically examine safety devices and governors of the Units and conduct an annual no load test.

Code requires a full load, full speed test of safety mechanisms, overspeed governors, and car buffers and counterweight buffers at each fifth year. This test is not included in the Contract. You agree to conduct and pass a five year, full load test on the Units and that this is a material duty. You agree to keep a record of such test and to provide this record to Otis.

**SAFETY TESTS – HYDRAULIC ELEVATORS**

We will conduct an annual no load test and annual pressure relief valve test.

**FIREFIGHTERS' SERVICE TEST**

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance and functioning of the smoke and/or heat detectors.

**SAFETY TRAINING**

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

**ENVIRONMENTAL PROTECTION**

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

**MAINLINE DISCONNECTS**

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

**SHARED RESPONSIBILITY**

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE<sup>®</sup> service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

**WORK SCHEDULE**

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**NORMAL HOURS**

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM<sup>®</sup> monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

**OVERTIME**

Callbacks outside of regular working hours will be billed at standard overtime rates.

**OWNERSHIP AND LICENSES**

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**WIRING DIAGRAMS**

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

**OTIS SERVICE EQUIPMENT**

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

**OTIS SOFTWARE**

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

**NON-OTIS SOFTWARE**

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

**THE UNITS**

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

**CLARIFICATIONS**

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to make any replacements, renewals, or repairs necessitated by any obsolete or discontinued part of the Unit(s) or by reason of any cause beyond our control (except ordinary wear and tear) including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We shall indemnify and hold you harmless from damages or losses sustained by you due solely to personal injury or property damage occurring during the performance of the Work and only to the extent directly caused by our negligence or the negligence of our employees, agents or subcontractors. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.



You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

**ALTERATIONS**

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

**SPECIAL PROVISIONS**

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**Nonperformance**

You may by written notice to Otis, terminate the Contract if we materially fail to perform any of the substantive obligations under the Contract, and do not cure such failure within ninety (90) days after receipt of such written notice specifying in detail such failure.

**Otis REM<sup>®</sup> Maintenance**

We will provide Otis REM<sup>®</sup> Maintenance on the applicable units.

We will provide a microprocessor system that continuously monitors the Unit(s) on a 24-hour per day, year-round basis. The system will notify our OTISLINE<sup>®</sup> dispatching center that a Unit is inoperative by sending a message via telephone line. Upon the receipt of such message, we will either notify your on-site representative or initiate the dispatch of our personnel for emergency minor adjustment callback service during regular working hours of our regular working days for the mechanics who perform the service.

We will collect data on the equipment condition including, but not limited to, door operation, leveling and whether the operation of a Unit has been interrupted. That information will be used to tailor the Otis Maintenance Management System<sup>SM</sup> preventive maintenance program for the Unit(s).

You will furnish us at your expense, one (1) outside telephone line to the elevator machine room that allows data calls to and from a toll-free number at our OTISLINE<sup>®</sup> dispatching center. The telephone line may be a separate line dedicated to the REM<sup>®</sup> maintenance equipment or may be an existing line that is shared between another telephone and the REM<sup>®</sup> maintenance equipment.

**CONTRACT PRICE AND TERM**

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**CONTRACT PRICE**

**One hundred forty-nine dollars and forty cents (~~\$149.40~~) per month**

**PRICE ADJUSTMENT**

The Contract Price will be adjusted annually to reflect increases or decreases in the labor cost.

The original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost for the price adjustment month compared with such straight time hourly labor cost on 01/01/10 which was \$59.548. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

**TERM**

The Commencement Date will be 04/01/10. The Term of this Contract will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed at each five (5) year anniversary for an additional five (5) years term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

## **PAYMENTS**

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Payments will be made on an annual basis, due on or before the last day of the month prior to the billing period, beginning on the Commencement Date.

If an alternate payment plan is selected other than the standard annual payment, the following additional cost will be applied to the net billing amount:

<u>Billing Frequency</u>	<u>Add to Contract Price</u>	<u>Selection</u>	<u>Initial</u>
Semiannual	1%	<input type="checkbox"/>	_____
Quarterly	3%	<input type="checkbox"/>	_____
Monthly	4%	<input type="checkbox"/>	_____

The method of payment will be by check.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

**ACCEPTANCE**

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis

**THIS QUOTATION** is valid for ninety (90) days from the proposal date.

Submitted by: Richard Carlton

Title: Sales Representative

Accepted in Duplicate

**CUSTOMER**

Approved by Authorized Representative

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: Tab Townsell

Title: Mayor

E-mail: mayor@cityofconway.org

Name of Company: City of Conway Police Department

**Otis Elevator Company**

Approved by Authorized Representative

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: Reed Myers

Title: Branch Manager

Principal, Owner or Authorized Representative of Principal or Owner

Agent: \_\_\_\_\_  
(Name of Principal or Owner)

**OTIS SERVICE - Conway Police Station**



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

**AN ORDINANCE ADOPTING BUDGET ADJUSTMENTS FOR THE CITY OF CONWAY, AND PROVIDING THAT THE AMOUNTS STATED IN THE BUDGET SUPPLEMENT SHALL ADJUST THE APPROPRIATE ACCOUNTS OF THE ORIGINAL BUDGET; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES:**

**WHEREAS**, the Mayor and City Council of the City of Conway have discussed and reviewed preliminary financial results of 2009, cash flow considerations for 2010, and recommended budget revisions as prepared and presented by Department Heads based on operating expense reductions. Such revisions are detailed on the attached schedule for FY 2010;

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

**SECTION 1.** Mid year budget adjustments for the fiscal year 2010 for the City of Conway, Arkansas, as set forth in the document entitled "City of Conway Departmental Schedule of Proposed FY 2010 Budget Adjustments", providing reductions in operating expense accounts are hereby approved.

**SECTION 2.** Effective as of the date of the signing of this ordinance, the several amounts as stated therein as revisions shall be and are hereby adjusted for the several purposes, functions and activities within the General Fund of the City of Conway.

**SECTION 3.** The Mayor is directed to cause the proper accounting entries to be made in the books and records of the City so as to reflect the appropriations for the aforesaid fiscal year.

**SECTION 4.** All ordinances in conflict herewith are repealed to the extent of that conflict.

**SECTION 5.** 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 March, 2010.

**APPROVED:**

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

**ATTEST:**

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

<b>Account</b>	<b>Department</b>	<b>Description</b>	<b>Cuts</b>
23.118.934	Sanitation Replacement	Front Load Refuse Truck	(\$260,000)
23.118.934	Sanitation Replacement	Automated Refuse Truck	(\$231,750)
23.118.934	Sanitation Replacement	Rear Load Refuse Truck	(\$160,000)
23.118.934	Sanitation Replacement	Hook Lift Toll-Off Truck	(\$125,000)
23.118.934	Sanitation Replacement	11-13yd Rear Load Truck	(\$115,000)
23.118.934	Sanitation Replacement	Landfill Tractor	(\$50,000)
23.118.931	Sanitation Replacement	Recycling Pick-up Truck	(\$25,000)
23.118.931	Sanitation Replacement	Two (2) Pick-up Trucks	(\$30,000)
23.118.931	Sanitation Replacement	Service Truck	(\$120,000)
23.118.934	Sanitation Replacement	Mobile Lifts	(\$50,000)
<b>Total Sanitation Replacement Fund</b>			<b>(\$1,166,750)</b>
01.109.114	Physical Plant	Part Time	(\$20,000)
01.109.121	Physical Plant	Overtime	(\$1,000)
01.109.292	Physical Plant	Uniform	(\$500)
01.109.308	Physical Plant	Safety Equipment	(\$750)
01.109.335	Physical Plant	Training/Education	(\$350)
01.109.354	Physical Plant	Accountable Equipment	(\$1,260)
01.109.381	Physical Plant	Agri/Horticulture	(\$7,500)
01.106.277	Non Departmental	Metroplan Dues	(\$33,000)
01.106.863	Non Departmental	Senior Citizens	(\$45,000)
01.106.872	Non Departmental	FCCDD	(\$30,000)
01.106.886	Non Departmental	Boys and Girls Club	(\$12,500)
01.106.899	Non Departmental	Downtown Partnership	(\$40,000)
<b>Total General Fund</b>			<b>(\$191,860)</b>
<b>Total Department Cuts</b>			<b>(\$1,358,610)</b>

MEMORANDUM OF AGREEMENT  
BETWEEN  
BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS, ACTING FOR AND ON BEHALF  
OF THE UNIVERSITY OF ARKANSAS COOPERATIVE EXTENSION SERVICE  
AND  
City of Conway

Relative to: Horticulture Program Funding

This agreement is entered into this first day of January 2010, by and between the Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas Cooperative Extension Service (hereinafter referred to as UACES) and City of Conway (hereinafter referred to as City).

**PURPOSE:** The purpose of this agreement is to establish the terms of UACES to provide educational programming in the City of Conway. Educational priorities and activities are planned with the input of the County Extension Council and are offered at locations and times appropriate to meet the needs of the citizens who receive them. In return, the City agrees to pay an annual appropriation for the programs delivered.

UACES agrees to:

Provide educational programming in the area of Urban Horticulture; related community and leadership development and related 4-H youth development.

Maintain a staff necessary to fulfill the programming efforts in the City of Conway, as requested by the City in agreement with Uniform Funding.

City of Conway Government agrees to:

Pay an assessment of \$ 25,000.00 for educational programming.

Payment in four equal installments, as invoiced, due on or before the last working day of March, June, September and December.

In the event a vacancy occurs in a funded position, UACES will attempt to fill the vacancy in a timely manner. However, any carryover funds as a result of a vacancy will be retained in a UACES account for use in support of this City program.

This agreement shall remain in effect through December 31, 2010.

Page Two

This agreement may be terminated by either party at any time by providing written notice to the other party within 30-days advance notice. Amounts due or paid by the City will be pro-rated, thus allowing for payment only for the time period in which the contract was in place.

Signatures

**City of Conway**

\_\_\_\_\_  
**Tab Townsell**  
**City of Conway Mayor**

\_\_\_\_\_  
**Date**

**BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS**  
**acting for and on behalf of THE UNIVERSITY OF ARKANSAS**  
**COOPERATIVE EXTENSION SERVICE.**

\_\_\_\_\_  
Dr. Tony Windham  
Interim-Associate Vice President-  
Extension

\_\_\_\_\_  
Date

Reviewed by:

\_\_\_\_\_  
Sharon Reynolds  
Ozark District Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Henry M. Chaney  
Faulkner County Staff Chair

\_\_\_\_\_  
Date