

City Council Members

Mayor Tab Townsell
City Attorney Michael Murphy
City Clerk/Treasurer Michael O. Garrett



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

City of Conway - City Council Meeting
Tuesday, July 27th, 2010@ 6:30pm
Russell L. "Jack" Roberts District Court Building – 810 Parkway St., Conway, AR 72032
5:30pm - City Council Committee Meeting:
No Committee Meeting

Call to Order

Roll Call

Minutes: **July 13th, 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 and City Clerk to enter into the termination and assignment agreement with co-owners of the Independence Steam Electric Station 2.

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

1. Resolution setting a public hearing to discuss the closing of an easement (part of Lot 1) located in University Park Subdivision.
2. Resolution ordering the demolition of a structure located at 11 Mockingbird Lane.
3. Resolutions requesting the Faulkner County Tax Collector to place certified liens on certain properties as a result of incurred expenses by the City.
4. Ordinance accepting grant proceeds and appropriating funds for the Historic District Commission to be administered by the Planning and Development Department.

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

1. Ordinance accepting a donation and appropriating funds for the Conway Parks Department.
2. Ordinance appropriating funds for the installation of the French drainage system at the City of Colleges Park.

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

1. Ordinance repealing Ordinance O-10-65 that regulated the possession, sale, and ingestion of K-2.

E. Old Business

1. Consideration of a consent order in the matter of the City of Conway vs. Todd A. Bruns.

F. New Business

Adjournment



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

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO THE TERMINATION AND ASSIGNMENT AGREEMENT WITH THE CO-OWNERS OF THE INDEPENDENCE STEAM ELECTRIC STATION 2, AND FOR OTHER PURPOSES

WHEREAS, the City of Conway, Arkansas is a co-owner in the Independence Steam Electric Station (ISES) together with Entergy Arkansas, Inc. (EAI); Entergy Mississippi Inc. (EMI); Entergy Power Inc. (EPI); Arkansas Electric Cooperative Corporation (AECC); the City of West Memphis, Arkansas; the City of Osceola, Arkansas; City Water & Light of Jonesboro, Arkansas and the East Texas Electric Cooperatives Inc. (ETEC); and

WHEREAS, all of the Co-owners are parties to the ISES Ownership and Operating Agreements respective to their ownership shares in ISES; and

WHEREAS, the Bank of New York Mellon (BNY), as the owner and trustee for co-owner AECC under a Trust Agreement dated December 4, 1984, with respect to a beneficial interest in ISES Unit 2 is transferring all of its interest in ISES Unit 2 to AECC; and

WHEREAS, Section 12.1 of the ISES Ownership Agreement provides that before any other co-owner can assign or transfer interest of ISES to another party, consent is required from the other co-owner parties; and

WHEREAS, the Termination and Assignment Agreement at issue under this Resolution, attached hereto as Exhibit A, allows the City of Conway to consent to such transfer; and

WHEREAS, it has been recommended that it is in the interest of all of the co-owners to consent to the transfer and assignment of rights from BNY to AECC in ISES; and

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

SECTION 1. That the Mayor and City Clerk are hereby authorized to enter into and execute the Termination and Assignment Agreement with the remaining co-owners in ISES, and the Mayor is hereby authorized to make any modifications, amendments or changes that may be necessary in the ongoing process of finalization of the contract terms. Said agreement is hereby approved and is attached hereto and incorporated as Exhibit A.

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

PASSED on this 27th day of July 2010.

Approved


Mayor Tab Townsell

Attest:

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



**Arkansas Electric
Cooperative Corporation**

Your Touchstone Energy Cooperative 

1 Cooperative Way
P.O. Box 194208
Little Rock, Arkansas 72219-4208
(501) 570-2200

July 8, 2010

Mr. Zachary David Wilson
Zachary David Wilson, P.A.
201 West Broadway Street
North Little Rock, AR 72114

RE: Termination and Assignment Agreement ("Agreement")

Dear David:

Enclosed you will find the Agreement and three copies of the Acknowledgement and Consent pages for each of your municipal utility clients to execute. Please retain one copy for each of the cities and return two originals of each party to me.

I will be returning one executed copy to you of the Agreement and Acknowledgement and Consent for the files of Conway, Osceola and West Memphis as soon as I have all the signatures.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink that reads "Bob".

Robert M. Lyford
Senior Vice President and General Counsel

RML/kb

Enclosures

TERMINATION AND ASSIGNMENT AGREEMENT

This Termination and Assignment Agreement (this “Agreement”) is entered into as of the ____ day of _____, 2010, by and between The Bank of New York Mellon (“BNY”) and Arkansas Electric Cooperative Corporation, an Arkansas electric cooperative corporation (“AECC”).

RECITALS

A. BNY, as successor to United States Trust Company of New York, is the owner trustee (in such capacity, “Owner Trustee”) under that certain Trust Agreement dated as of December 4, 1984 (the “Trust Agreement”) with respect to a beneficial interest in the Independence Steam Electric Station 2 coal-fired steam electric generating plant located in Independence County, Arkansas (“Unit 2”).

B. General Electric Capital Corporation (“GECC”) has transferred all of its right, title and interest to and under the Trust Agreement and the Trust Estate (as defined in the Trust Agreement) to AECC, and thereby AECC has replaced GECC as “Owner Participant” under the Trust Agreement and GECC has ceased as of December 30, 2009 to be a party to any Operative Documents (as defined in the Trust Agreement).

C. Owner Trustee and AECC (in both its capacity as “Lessee” and as Owner Participant) are the remaining parties to that certain Participation Agreement dated as of December 4, 1984, as supplemented and amended (the “Participation Agreement”), with respect to the leveraged lease financing of Unit 2; all other original parties to the Participation Agreement (including, but not limited to, Loan Participant, Guarantor and Indenture Trustee) have been paid in full or released, and such other original parties have ceased to be parties to any

Operative Documents or otherwise to hold any interest with respect to Unit 2 or the leveraged lease financing thereof.

D. All commitments of Owner Participant pursuant to the Participation Agreement have expired, and AECC as Owner Participant therefore desires to exercise its right pursuant to Section 9.2 of the Trust Agreement to terminate the Trust Agreement and the Trust Estate and to direct Owner Trustee to distribute the Trust Estate to AECC.

E. AECC and Owner Trustee, as the sole remaining parties to the Operative Documents, further desire to terminate, to the extent not already terminated or completed, all Operative Documents, including, but not limited to:

- (i) the Participation Agreement;
 - (ii) that certain Lease Agreement dated as of December 4, 1984, as amended;
 - (iii) that certain Sublease dated December 4, 1984, as amended;
 - (iv) that certain Unit 2 Site Lease dated December 4, 1984, as amended;
 - (v) that certain Common Facilities Lease dated December 4, 1984, as amended; and
 - (vi) that certain Retained Assets Lease dated December 4, 1984, as amended
- (the foregoing (i) through (vi), collectively, the "Terminated Agreements").

F. As part of the distribution pursuant to Section 9.2 of the Trust Agreement, Owner Trustee shall assign and transfer all of the Trust Estate to AECC, subject to the terms of Section 5.2 of the Trust Agreement, such assignment and transfer to include, but not be limited to, all right, title and interest of Owner Trustee in:

- (i) that certain Operating Agreement dated as of July 31, 1979 as supplemented, modified and amended;

- (ii) its 35% undivided interest in Unit 2; and
- (iii) its undivided interest in the various elements of Unit 2 and rights under

that certain Ownership Agreement dated as of July 31, 1979, as supplemented, modified and amended (the "Ownership Agreement") (the foregoing (i) through (iii), collectively, the "Assigned Assets").

G. Section 12.1 of the Ownership Agreement requires the consent of the parties signing the acknowledgement and consent below to the assignment and transfer of the assets that comprise the Trust Estate, including, but not limited to, the Assigned Assets.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, IT IS AGREED AS FOLLOWS:

1. Termination of Trust Agreement. Pursuant to Section 9.2 of the Trust Agreement, AECC, as Owner Participant, elects to terminate, and hereby gives notice to Owner Trustee of the termination of, the Trust Agreement and the trusts created thereby, and directs that Owner Trustee distribute the Trust Estate to AECC by means of the assignment contained in paragraph 2 hereof, whereupon the Trust Agreement shall be of no further force or effect.

2. Assignment and Assumption. Owner Trustee hereby assigns to AECC, as Owner Participant, all of its right, title and interest to the Trust Estate, including, but not limited to, the Assigned Assets, and AECC hereby assumes all of Owner Trustee's obligations under or as contemplated by the Operative Documents and all other obligations of Owner Trustee incurred by it as trustee under the Trust Agreement.

3. Termination of Operative Documents. In furtherance of the purposes of this Agreement, Owner Trustee and AECC (in its capacity as an original party and/or as successor to

an original party), as the sole remaining parties to the Operative Documents, do hereby terminate each and every Operative Document, including, but not limited to, the Terminated Agreements.

4. Release of Owner Trustee. Pursuant to the requirements of Section 9.2 of the Trust Agreement, AECC, as Owner Participant, for itself and its successors and assigns, hereby releases and forever discharges Owner Trustee from all further obligations under the Trust Agreement and the Operative Documents, and all actions, causes of action, suits, debts, dues, sums of money, accounts, accountings, claims and demands whatsoever in law or in equity that AECC, its successors and assigns have or may have, whether now known or hereafter discovered, arising out of or relating to the Trust Agreement or the Operative Documents.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

6. Counterparts. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. Further Assurances. Each party agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary, appropriate or desirable to carry out the provisions of this Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Termination and Assignment Agreement as of the date first set forth above.

OWNER TRUSTEE:

THE BANK OF NEW YORK MELLON

By: _____

Name:

Title:

AECC (in all capacities):

ARKANSAS ELECTRIC COOPERATIVE CORPORATION

By: _____

Name:

Title:

[Acknowledgment and Consent signature pages follow]

ACKNOWLEDGMENT AND CONSENT

Pursuant to Section 12.1 of the Ownership Agreement, the undersigned hereby acknowledge and consent to the assignment and transfer of the Trust Estate effected by the foregoing Termination and Assignment Agreement.

ENTERGY ARKANSAS, INC.,
as successor to Arkansas Power and Light Company

By: _____
Name:
Title:

CITY WATER AND LIGHT PLANT OF THE
CITY OF JONESBORO, ARKANSAS

By: _____
Name:
Title:

CONWAY CORPORATION
CITY OF CONWAY, ARKANSAS

By: _____
Name:
Title:

ENTERGY MISSISSIPPI, INC.
as successor to
Mississippi Power and Light Company

By: _____
Name:
Title:

CITY OF OSCEOLA, ARKANSAS

By: _____
Name:
Title:

CITY OF WEST MEMPHIS, ARKANSAS

By: _____
Name:
Title:

ENTERGY POWER, INC.

By: _____
Name:
Title:

EAST TEXAS ELECTRIC COOPERATIVE, INC.

By: _____
Name:
Title:



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

**A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSURE OF A EASEMENT ON
LOT 1, UNIVERSITY PARK SUBDIVISION OFF OF SOUTH DONAGHEY; WITHIN THE CITY OF
CONWAY**

WHEREAS, a petition has been filed with the City Council of the City of Conway, Arkansas by Hal Crafton & Mark Ferguson to abandon an easement located in University Park Subdivision within the corporate limits of the City of Conway, Arkansas; and

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

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

1. That the City Council shall hear said petition at its regular meeting to be held at Russell L. "Jack" Roberts District Court Building, 810 Parkway Street, Conway, Arkansas, on the 10th day of August, 2010 @ 6:30pm.
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the manner prescribed by law.

PASSED this 27th day of July, 2010.

APPROVED:

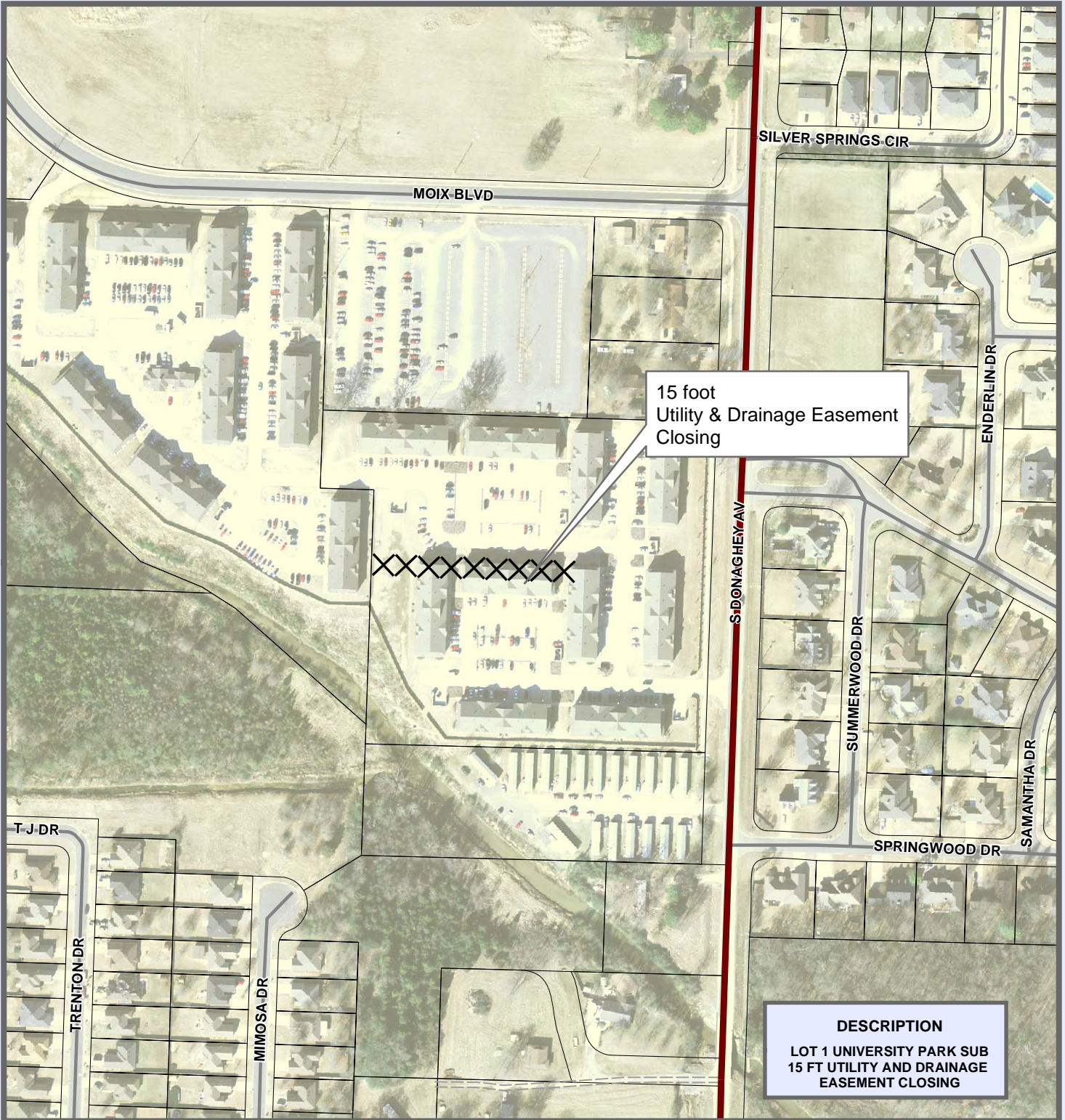
ATTEST:

Mayor Tab Townsell


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

CITY OF CONWAY

LOTS UNIVERSITY PARK SUB: EASEMENT CLOSING



DESCRIPTION
LOT 1 UNIVERSITY PARK SUB
15 FT UTILITY AND DRAINAGE
EASEMENT CLOSING



Andy Hawkins & David Grimes - Aldermen Ward 1
 Mark Vaughn & Shelly Mott - Aldermen Ward 2
 Jim Shook & Mary Smith - Aldermen Ward 3
 Theodore Jones, Jr. & Sheila Whitmore - Aldermen Ward 4
 Michael Murphy - City Attorney
 Michael Garrett - City Clerk




Bryan Patrick - Director
 Wes Craiglow - Deputy Director
 Cindy Sutherland - Planner
 Lisha Rhea - Planning Tech
 Jason Lyon - GIS Coordinator



CONWAY PLANNING COMMISSION
 Terry Sossong - Chair
 Sandy Mabry - Vice-Chair

<ul style="list-style-type: none"> — INTERSTATE — MAJOR ARTERIAL — MINOR ARTERIAL — COLLECTOR — RESIDENTIAL — PRIVATE ROAD — INTERSTATE RAMP — RAILROADS 	<ul style="list-style-type: none"> — LOT LINE — STREAMS — LAKES & PONDS — CITY LIMITS 	<p>Residential</p> <ul style="list-style-type: none"> R-1 R-2A R-2 HR SR <p>Commercial</p> <ul style="list-style-type: none"> C-1 C-2 C-3 C-4 	<p>Industrial</p> <ul style="list-style-type: none"> MF-1 MF-2 MF-3 RMH <p>Office</p> <ul style="list-style-type: none"> O-1 O-2 O-3 	<p>Special</p> <ul style="list-style-type: none"> I-1 I-2 I-3 SP S-1 A-1 PUD
--	---	--	---	--



1 in = 250 ft
JULY 2010

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

CONTACT INFORMATION
 LANDMARK GIS WEBSITE:
gis.cityofconway.org/UNIVERSITY_PARK_DEVELOPMENT
 E-MAIL: Jason.Lyon@CityOfConway.org



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

**A RESOLUTION ORDERING THE DEMOLITION OF STRUCTURE LOCATED ON 11
 MOCKINGBIRD LANE AND DECLARING THE INTENT OF THE CITY TO BRING THE PROPERTY
 UP TO CITY CODE IF THE OWNER DOES NOT**

WHEREAS, there is a structure located at 11 Mockingbird Lane which because of its, unsightly, unsafe and unsanitary condition, has become detrimental to the public health, safety and welfare of the citizens of Conway, Arkansas; and

WHEREAS, Conway's Municipal Code and Arkansas Code Annotated § 14-56-203 authorizes this City Council to, by Resolution, order the cleanup of said property by the owner within thirty (30) days after proper service.

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

SECTION 1: That the structure at 11 Mockingbird Lane in Conway, Arkansas, because of its, unsightly, unsafe and unsanitary condition has become detrimental to the public health, safety and welfare of the citizens of Conway, Arkansas, and it is hereby ordered that the property be brought up city code by the owner therefore.

SECTION 2: That a notice of the time and place of this meeting was mailed to the owner of said property by certified mail, return receipt requested, advising the owner that the City Council would take action on this matter.

SECTION 3: That a copy of this Resolution be forwarded to the owner of said property by certified mail, return receipt requested, directing that said owner has thirty (30) days in which to bring the property up to city code, then the Mayor of the City of Conway, Arkansas is directed to proceed at once to clean up the property and prepare an itemized statement of cost of bringing the property up to code said structure with a request for payment.

SECTION 4: If payment is not made within ten (10) days after receipt of said itemized statement, the Mayor is directed to sell, at public or private sale, any debris or material obtained from the clean up of property and pay to the owner any balance after the City has been reimbursed. If the proceeds from said sale are not sufficient to cover the cost, then the City shall proceed to file a lien on the property in order to recover the money so owed.

PASSED this 27th day of July, 2010

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett,
City Clerk/Treasurer

City of Conway
Planning & Development
1201 Oak Street
Conway, Arkansas 72032



Barbara McElroy
Administrative Assistant
Phone: 501-450-6107
Fax: 501-450-6144

MEMO:

To: Mayor Tab Townsell
CC: City Council Members

From: Barbara McElroy
Date: July 14, 2010

Re: 11 Mockingbird Lane

- May 12, 2010 – Warning Violation written by Grant Tomlin regarding rubbish, trash and dilapidated structure. (fire damage house)
- Property Owners are listed as Daniel & Rachel Davis.
- Mailed Certified and regular letters to 11 Mockingbird Lane on May 12, 2010.
- Certified letter came back unclaimed.
- Mailed Certified and regular letters to 4A Fulmer Lane, Conway AR 72032.
- Confirmation of receipt of signature by R. Davis was posted on the USPS website June 18, 2010.
- Property was rechecked on June 28, 2010 and July 6, 2010 by Grant Tomlin no progress had been made on the property.
- Certified and regular letters were sent on July 7, 2010 to 4A Fulmer Lane notifying owners of Council Meeting on July 27th, 2010.
- Mr. Daniel Davis called our office on July 7th indicating he was taking bids on the property to have the structure removed.
- As of July 22nd, 2010 the structure was still up.

If you have any questions please advise.

**Conway Code Enforcement
Incident Report**

Date of Violation: 5-12-10

Violator Name: Daniel and Rachel Davis

Address of Violation: 11 Mockingbird

Violation Type: Dilapidated structure

Warning #: CE0778

Description of Violation and Actions Taken:

On 5-12-10 I received a complaint in reference to a dilapidated structure at 11 Mockingbird. The complaint was for a residence that had been damaged by fire. When I arrived, I did find that the residence had indeed been severely burned and damaged by a fire. I wrote a warning (CE0778) for the property owners and sent it to them through both regular and certified mail to their listed address. A recheck was done on 5-28-10 with no progress noted. A second recheck was done on 6-14-10 with no progress noted. A second certified letter was sent at this time due to the fact that we found a good mailing address for the owners, who had been displaced by the fire. The letter was mailed on 6-14-10 and signed by Rachel Davis on 6-18-10. A recheck was conducted again on 6-28-10 with no progress made. The house was checked again on 7-6-10 and again had no progress. The residence was then scheduled for a hearing before the city council. A copy of the fire report was also obtained from the Conway Fire Department. Pictures are on file for review.

Code Enforcement Officer: Grant Tomlin # 407

Officer Signature:  _____

Date: 7-16-10

Time: 1358



11 Mockingbird





11 Mockingbird



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



Memo:

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

From: Felicia Rogers
Date: July 21st, 2010
Re: Certified Liens – Code Enforcement

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

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

- | | |
|-----------------------------|----------|
| 1. 4910 College Avenue | \$128.09 |
| 2. 1515 Freyaldenhoven Lane | \$142.62 |
| 3. 2 Eve Lane | \$183.64 |

Please advise if you have any questions.



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

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

WHEREAS, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on 4910 College within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

WHEREAS, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$128.09 (plus a ten percent collection penalty, to be thereafter certified to the Faulkner County Tax Collector; and

WHEREAS, a hearing for the purpose of determine such lien has been set for **July 27th, 2010** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

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

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

ADOPTED this 27th day of **July**, 2010.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

City of Conway
Planning & Development
1201 Oak Street
Conway, Arkansas 72032



Barbara McElroy
Administrative Assistant
Phone: 501-450-6107
Fax: 501-450-6144

MEMO:

To: Mayor Tab Townsell
CC: City Council Members

From: Barbara McElroy
Date: July 14, 2010

Re: 4910 College Avenue

- May 28, 2010 – Warning Violation written by Grant Tomlin regarding grass.
- Property Owners are listed as Eric & Gena Turner.
- Mailed Certified and regular letter to 27 Salem Road Conway, AR 72034 on June 1, 2010.
- On June 2, 2010, J. Maxey signed for the certified letter per the USPS website.
- Property was rechecked on June 10, 2010 by Grant Tomlin no progress had been made on the property.
- Property cleanup was sent over to Physical Plant for clean up on June 10, 2010.
- Final Cleanup finished on June 15, 2010.
- Invoice for clean up and copy of final bill was sent to property owner at 27 Salem Road Conway, AR 72034; included amount due, date and time of the City Council meeting.
- Invoice attach

If you have any questions please advise.

INVOICE

City of Conway
Code Enforcement

DATE: JUNE 16, 2010

1201 Oak Street
Conway, AR 72032
Phone: 501-450-6191
Fax 501-450-6144
barbara.mcelroy@cityofconway.org

TO Eric Turner
27 Salem Road
Conway, AR 72034

Description: Mowing/Clean up/Admin Fees
associated with the nuisance abatement at
4910 College (Wescon)

CODE ENFORCEMENT OFFICER	JOB	PAYMENT TERMS	DUE DATE
Grant Tomlin	4910 College	Due upon receipt	July 16 th , 2010

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Mowing	16.24	16.24
1	Tractor/Bushhog	15.00	15.00
2	Certified Letter	6.75	13.50
2	Regular Letter	.44	.88
1	Administrative Fee (Barbara McElroy)	24.15	24.15
2	Administrative Fee (Grant Tomlin)	19.21	36.60
1	Administrative Fee (Glenn Berry)	21.72	21.72
SUBTOTAL			\$128.09
SALES TAX			
TOTAL			\$128.09

Make all checks payable to City of Conway Code Enforcement @ 1201 Oak Street Conway Arkansas 72032

Payments are due 30 days from date of this letter

**Conway Code Enforcement
Incident Report**

Date of Violation: 5-28-10

Violator Name: Eric and Gena Turner

Address of Violation: 4910 College Ave.

Violation Type: Tall grass

Warning #: CE0902

Description of Violation and Actions Taken:

On 5-28-10 I noticed that the vacant lot located at 4910 College Avenue was in violation of the Conway Nuisance Abatement Code, section 3.2.4 for tall grass. A warning (CE0902) was issued for the property owner listed in Arkansas County Data and sent to them through both regular and certified mail on 6-1-10. The certified letter was signed for on 6-2-10. A recheck of the property was done on 6-10-10 and no progress was noted and the property was scheduled for cleanup at this time. On 6-15-10, a Conway city employee was sent to 4910 College to bush hog the property. Approximately 1 hour after the Conway employee started, the owner of the property (Eric Turner) called me and said that he had just gotten his bush hog/tractor repaired and that he would mow the property if I could get the city employee to stop. I told Turner that I would stop the employee at that time and he could finish mowing the lot. I also told Turner that he would be billed for the amount of time that the city had put into cleaning the lot up and that he would be responsible for paying the bill. Turner said that he would pay the bill and that he would have the lot mowed over the weekend. I told Turner that if the lot was not mowed by the following Monday, 6-21-10, then I would have our work crew finish the lot. Pictures were taken before Conway city employees began work on the lot and are on file for review. Turner did get the lot mowed and cleaned up by the 6-21-10 deadline.

Code Enforcement Officer: Grant Tomlin # 407

Officer Signature: _____



Date: 7-16-10

Time: 1057



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

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

WHEREAS, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on 1515 Freyaldenhoven Lane within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

WHEREAS, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$142.62 (plus a ten percent collection penalty, to be thereafter certified to the Faulkner County Tax Collector; and

WHEREAS, a hearing for the purpose of determine such lien has been set for **July 27th, 2010** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

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

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

ADOPTED this 27th day of **July**, 2010.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

City of Conway
Planning & Development
1201 Oak Street
Conway, Arkansas 72032



Barbara McElroy
Administrative Assistant
Phone: 501-450-6107
Fax: 501-450-6144

MEMO:

To: Mayor Tab Townsell
CC: City Council Members

From: Barbara McElroy
Date: July 14, 2010

Re: 1515 Freyaldenhoven Lane

- June 14, 2010 – Warning Violation written by Grant Tomlin regarding grass.
- Property Owners is listed as Anthony Stanley.
- Certified and regular letters were sent to 160 Las Colinas (address on file) on April 21, 2010 for first offense.
- First offense certified and regular letters were sent back unclaimed.
- Certified and regular letter were not mailed as this was the 2nd offense.
- Property cleanup was sent over to Physical Plant for clean up on June 22, 2010.
- Final Cleanup finished on June 22, 2010.
- Invoice for clean up and copy of final bill was sent to property owner at 160 Las Colinas Conway, AR 72032; included amount due, date and time of the City Council meeting.
- Invoice attach

If you have any questions please advise.

INVOICE

City of Conway
Code Enforcement

DATE: JUNE 24, 2010

1201 Oak Street
Conway, AR 72032
Phone: 501-450-6191
Fax 501-450-6144
barbara.mcelroy@cityofconway.org

TO Anthony & Trenie Stanley
160 Los Colinas
Conway, AR 72034

Description: Mowing/Clean up/Admin Fees
associated with the nuisance abatement at
1515 Freyaldenhoven Lane

CODE ENFORCEMENT OFFICER	JOB	PAYMENT TERMS	DUE DATE
Grant Tomlin	1515 Freyaldenhoven Lane	Due upon receipt	July 24 th , 2010

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Mowing (June 2010)	16.24	16.24
1	Mowing	21.72	21.72
1	Maintenance Fee (Mower)	15.00	15.00
1	Certified Letter	6.75	6.75
1	Regular Letter	.44	.44
1	Administrative Fee (Barbara McElroy)	24.15	24.15
2	Administrative fee (Grant Tomlin)	19.21	36.60
1	Administrative Fee (Glenn Berry)	21.72	21.72
	Total		142.62
1	2009 Lien for Mowing (August)		203.01
1	2009 Lien for Mowing (September)		269.68
1	2010 Lien for Mowing (May)		177.53
		SUBTOTAL	\$792.84
		SALES TAX	
		TOTAL	\$792.84

Make all checks payable to City of Conway Code Enforcement @ 1201 Oak Street Conway Arkansas 72032

Payments are due 30 days from date of this letter

**Conway Code Enforcement
Incident Report**

Date of Violation: 6-14-10

Violator Name: Anthony Stanley

Address of Violation: 1515 Freyaldenhoven

Violation Type: Tall grass

Warning #: CE0923

Description of Violation and Actions Taken:

On 6-14-10 I noticed that 1515 Freyaldenhoven was in violation of the Conway Nuisance Abatement Code, section 3.2.4 for tall grass. I had already written this property before in 2010 for the same violation and the city had to clean the property in May. I issued a written notice (CE0923) for the violation and called the Code Enforcement Assistant, Barbara McElroy, to have the property placed on the clean up/mow list. I also issued a District Court citation for the violation to Anthony Stanley. A copy of the warning and citation were sent to Stanley through certified mail. The property was mowed on 6-23-10 with pictures taken before and after cleanup was complete. A copy of the bill was sent to Stanley through both regular and certified mail. Pictures are on file for review.

Code Enforcement Officer: Grant Tomlin # 407

Officer Signature: _____



Date: 7-16-10

Time: 1255



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

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

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

WHEREAS, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$183.64 (plus a ten percent collection penalty, to be thereafter certified to the Faulkner County Tax Collector; and

WHEREAS, a hearing for the purpose of determine such lien has been set for July 27th, 2010 in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

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

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

ADOPTED this 27th day of **July**, 2010.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

City of Conway
Planning & Development
1201 Oak Street
Conway, Arkansas 72032



Barbara McElroy
Administrative Assistant
Phone: 501-450-6107
Fax: 501-450-6144

MEMO:

To: Mayor Tab Townsell
CC: City Council Members

From: Barbara McElroy
Date: July 14, 2010

Re: 2 Eve Lane

- May 13, 2010 – Warning Violation written by Grant Tomlin regarding grass and trash can.
- Property Owners are listed as Chase Home Finance, LLC
- Mailed Certified and regular letter to 3415 Vision Drive Columbus OH 43219 on May 17, 2010.
- As of July 14, 2010 no confirmation of receipt was posted on the USPS website.
- Property was rechecked on June 11, 2010 by Grant Tomlin no progress had been made on the property.
- Property cleanup was sent over to Physical Plant for clean up on June 14, 2010
- Final Cleanup finished on June 14, 2010
- Invoice for clean up and copy of final bill was sent to property owner at 3415 Vision Drive Columbus, OH 43219; included amount due, date and time of the City Council meeting.
- Invoice attach

If you have any questions please advise.

INVOICE

City of Conway
Code Enforcement

DATE: JUNE 16, 2010

1201 Oak Street
Conway, AR 72032
Phone: 501-450-6191
Fax 501-450-6144
barbara.mcelroy@cityofconway.org

TO Chase Home Finance, LLC
3415 Vision Drive
Columbus, OH 43219

Description: Mowing/Clean up/Admin Fees
associated with the nuisance abatement at
2 Eve Lane

CODE ENFORCEMENT OFFICER	JOB	PAYMENT TERMS	DUE DATE
Grant Tomlin	2 Eve Lane	Due upon receipt	July 16 th , 2010

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Mowing	16.24	16.24
1	Mowing	17.47	17.47
1	Mowing	13.35	13.35
1	Mowing	9.73	9.73
1	Maintenance Fee	15.00	15.00
1	Tractor/Bushhog	15.00	15.00
2	Certified Letter	6.75	13.50
2	Regular Letter	.44	.88
1	Administrative Fee (Barbara McElroy)	24.15	24.15
2	Administrative Fee (Grant Tomlin)	19.21	36.60
1	Administrative Fee (Glenn Berry)	21.72	21.72
SUBTOTAL			\$183.64
SALES TAX			
TOTAL			\$183.64

Make all checks payable to City of Conway Code Enforcement @ 1201 Oak Street Conway Arkansas 72032

Payments are due 30 days from date of this letter

**Conway Code Enforcement
Incident Report**

Date of Violation: 5-13-10

Violator Name: Chase Home Finance, LLC

Address of Violation: 2 Eve Lane


Violation Type: Tall grass, trash can

Warning #: CE0781

Description of Violation and Actions Taken:

On 5-13-10 I received a phone call from Sgt. Monte Matthews of the Conway Police Department in reference to a house at the corner of Eve Lane and Tyler Street that had tall grass. Matthews stated that he was in the area and noticed the code violation and he also said that the grass was extremely tall. I went to the area that Matthews told me about and found that the residence of 2 Eve Lane was in violation of the Conway Nuisance Abatement Code, section 3.2.4 for tall grass and section 3.5.4.1 for trash can. I also knew this residence from previous violations. I issued a written warning (CE0781) for the residence for the listed violations. I checked Arkansas County Data for the owner of the property because the house was vacant. The listed owner showed to be Chase Home Finance, LLC out of Columbus, OH. This was owner was different than the owners for the previous violations. The warning was sent to the new owner through both regular and certified mail on 5-17-10. A recheck was conducted on 6-11-10 and no progress was noted. The property was scheduled for mowing/cleanup at this time. The property was mowed on 6-15-10 with pictures taken before and after the cleanup was completed. Pictures are on file for review.

Code Enforcement Officer: Grant Tomlin # 407

Officer Signature:  _____

Date: 7-16-10

Time: 1032



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

AN ORDINANCE ACCEPTING GRANT PROCEEDS AND APPROPRIATING FUNDS FOR THE HISTORIC DISTRICT COMMISSION TO BE ADMINISTERED BY THE PLANNING AND DEVELOPMENT DEPARTMENT, AND FOR OTHER PURPOSES:

WHEREAS, the Arkansas Historic Preservation Program (AHPP) has awarded grant funds to support the City of Conway's Historic District Commission. These grant funds will provide funding for the training of the Conway Historic District Commission and staff, and for signage within the Robinson Historic District. This grant will be matched with city labor, equipment, and vehicle usage; and

WHEREAS, the AHPP has provided a grant in the amount of \$5400 for the cost of historic training and Robinson Historic District sign materials with the City match of donated services and equipment to be equal to \$5202; and

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

SECTION 1. The City of Conway shall enter into Grant Agreement 10-CLG-01 with the Arkansas Historic Preservation Program and shall accept grant proceeds into account 01.935 from the AHPP in the amount of \$5400 for Historic District Commission/Staff training and Robinson Historic District signage with \$4751.20 into account 01.108.335 OCDRB and Historic District and \$648.80 into account 01.108.291 Conference Fees/Membership Dues to replenish expended travel money.

SECTION 2. The City of Conway shall match this grant with donated services equivalent to \$5202 in labor from the Street Department and city HDC staff, use of city equipment, and a city vehicle to attend training.

SECTION 3. All ordinances in conflict herewith are repealed to the extent of the conflict.

PASSED this 27th day of July, 2010.

Approved:

Mayor Tab Townsell

Attest:

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



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

**AN ORDINANCE ACCEPTING A DONATION AND APPROPRIATING FUNDS TO THE CONWAY
 PARKS DEPARTMENT; AND FOR OTHER PURPOSES:**

WHEREAS, The Conway Parks Department received a donation from Conway Cobras Baseball in the amount of \$217.94 with the request of such funds be used for baseball scholarships in our youth baseball program;

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

SECTION 1. The City of Conway shall appropriate \$218 from General Fund Parks Programs Account (01.415) to the Conway Parks Youth Baseball Program Account (01.120.299) for the purpose of paying scholarships in the youth baseball program.

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

PASSED this 27th day of July 2010.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas

Ordinance No. O-10-_____

AN ORDINANCE APPROPRIATING FUNDS FOR THE CONWAY PARKS DEPARTMENT PER THE COMPROMISE, SETTLEMENT, AND RELEASE AGREEMENT BETWEEN CARTER & BURGESS, INC., NABHOLZ CONSTRUCTION CORPORATION, AND THE CITY OF CONWAY; AND FOR OTHER PURPOSES:

WHEREAS, The Conway Parks Department received a check in the amount of \$3,502 from Jacobs Engineering Group Inc. to compensate the City for the cost of additional work associated with a French Drain located at the City of Colleges Park;

WHEREAS, This money is allocated to Nabholz Construction Corporation for the construction services necessary for the installation of the French drainage system;

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

SECTION 1. The City of Conway shall appropriate \$3,502 from Parks Miscellaneous Account (01.911) to the Parks Special Revenue Construction in Progress Account (38.120.767) to pay Nabholz Construction Corporation.

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

PASSED this 27th day of July 2010.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



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

AN ORDINANCE TO REPEAL ORDINANCE O-10-65 THAT REGULATED THE POSSESSION, SALE AND INGESTION OF K-2 WITHIN THE CITY OF CONWAY, ARKANSAS; DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES:

WHEREAS, the State of Arkansas, via the Board of Health has criminalized both the possession and distribution of "K-2."; and

WHEREAS, any actions that will be taken by the City of Conway will now be done pursuant to the state law, specifically Ark Code Ann. §20-7-109.

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

SECTION 1. The City of Conway shall repeal ordinance O-10-65.

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

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

PASSED this 27th day of July, 2010.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer

RULES PERTAINING TO SYNTHETIC MARIJUANA PRODUCTS

SECTION I.	AUTHORITY	1
SECTION II.	PURPOSE.....	1
SECTION III.	DEFINITIONS	1
SECTION IV.	GENERAL REQUIREMENTS.....	2
SECTION V.	VIOLATIONS AND PENALTIES	2
SECTION VI.	EFFECTIVE DATE.....	2
SECTION VII.	SEVERABILITY	2
SECTION VIII.	REPEAL.....	2
SECTION IX.	EMERGENCY CLAUSE.....	2

SECTION I. AUTHORITY

The following Rules Pertaining to Synthetic Marijuana Products are duly adopted and promulgated by the Arkansas State Board of Health pursuant to the authority expressly conferred by the laws of the State of Arkansas, specifically Ark. Code Ann. § 20-7-109.

SECTION II. PURPOSE

Synthetic marijuana products marketed under names such as K2, Spice, Genie, Blaze, Red X Dawn and Zohia commonly contain the substances JWH-018 and JWH-073. These substances are believed to be manufactured in China and were invented to study the effects of cannabinoids on the brains of mice. They have not been tested or approved for use by humans in the United States, and the Drug Enforcement Administration has listed these substances as “drugs and chemicals of concern.” The purpose of this rule is to prohibit the sale and distribution of synthetic marijuana products in Arkansas.

SECTION III. DEFINITIONS

A. “Synthetic marijuana products” means a synthetic equivalent of the substance contained in the Cannabis plant, or in the resinous extractives of the genus Cannabis, or a synthetic substance, derivative, or its isomers with similar chemical structure or pharmacological activity such as the following:

1. 1-Pentyl-3-(1-naphthoyl) indole; some trade or other names: JWH-018;
2. 1-Butyl-3-(1-naphthoyl) indole; some trade or other names: JWH-073.

B. “Distributor” means any person offering for sale, exchange, or barter any synthetic marijuana products destined for sale in Arkansas;

C. “Participate in the synthetic marijuana products market” means to distribute, possess with an intent to distribute, commit an act intended to facilitate the marketing or distribution of, or agree to distribute, possess with an intent to distribute, or commit an act intended to facilitate the marketing and distribution of any synthetic marijuana product.

- D. "Person" means an individual, partnership, corporation, or association;
- E. "Retailer" means any person offering for sale synthetic marijuana products to individual consumers.

SECTION IV. GENERAL REQUIREMENTS

- A. It shall be unlawful for any person, retailer or distributor to participate in the synthetic marijuana products market.
- B. Any product found to contain a synthetic marijuana product shall not be distributed, sold, or moved until the Department allows such activity.

SECTION V. VIOLATIONS AND PENALTIES

- A. Every firm, person, or corporation violating any of the provisions of this rule shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than one hundred dollars (\$100) nor more than five hundred dollars (\$500) or by imprisonment not exceeding one (1) month, or both. Each day of violation shall constitute a separate offense.
- B. Every firm, person, or corporation who violates this rule may be assessed a civil penalty by the board. The penalty shall not exceed one thousand dollars (\$1,000) for each violation. Each day of a continuing violation may be deemed a separate violation for purposes of penalty assessments.

SECTION VI. EFFECTIVE DATE

The effective date of these Rules shall be July 2, 2010.

SECTION VII. SEVERABILITY

If any provision of these Rules, or the application thereof, to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of these Rules which can give effect without the invalid provisions or applications, and to this end the provisions hereto are declared to be severable.

SECTION VIII. REPEAL

All Rules and parts of the Rules in conflict herewith are hereby repealed.

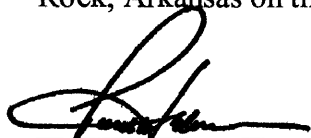
SECTION IX. EMERGENCY CLAUSE

In accordance with Ark. Code Ann. § 25-15-204(b), the Arkansas State Board of Health finds that imminent peril to public health, safety, or welfare requires adoption of the following rule upon fewer than twenty (20) days' notice. It is found and determined by the State Board of Health; that these synthetic marijuana products are "marketed" as not being for human consumption, but all indications are that they are being used despite the fact that the FDA has not approved their use; that Arkansas's Poison Control Center has received twenty-six reports from hospitals and/or physicians of patients presenting with symptoms consistent with the use of these synthetic marijuana products and nineteen admitted using them; that these synthetic marijuana products contain extreme potency variations due to no quality or quantitative controls; that these synthetic marijuana products contain mixtures of various chemical compounds in variable doses, the specific biological effects and interactions among these chemical compounds are largely unknown; that it is undeniable that persons using these synthetic marijuana products are

operating vehicles, recreational vehicles, and heavy equipment; that, according to media reports, Poison Centers nationwide have reported 352 cases in 35 states where patients often have a rapid heart rate, dangerously high blood pressure and sometimes hallucinations or paranoia; that Kansas, Kentucky, Georgia, Tennessee and Alabama have banned these substances; and that the legislature in Missouri has passed a ban that will take effect unless vetoed by their governor. Therefore, an emergency is hereby declared to exist and this Rule being necessary for the immediate preservation of the public peace, health and safety shall be in full force and effect from and after July 2, 2010.

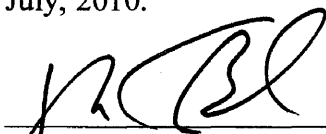
CERTIFICATION

This is to certify that the foregoing Rules Pertaining to Synthetic Marijuana Products were adopted by the Arkansas State Board of Health at a special session of said Board held in Little Rock, Arkansas on the 2nd day of July, 2010.



Paul Halverson, DrPH
Secretary
Arkansas State Board of Health

The foregoing Rules, copy having been filed in my office, are hereby approved on this 2nd day of July, 2010.



Mike Beebe
Governor

IN THE CIRCUIT COURT OF FAULKNER COUNTY, ARKANSAS
SECOND DIVISION

CITY OF CONWAY, ARKANSAS
A Municipal Corporation

PLAINTIFF

VS. CIV 1209

TODD A. BRUNS

DEFENDANT

CONSENT ORDER

NOW on this day comes on for hearing the above styled cause and the court finds that the parties have entered into an agreement as follows:

1. This Court has jurisdiction over the parties and subject matter.
2. The Defendant has brought the swimming pool and surrounding area to a sanitary and safe condition.
3. In the event the Defendant allows the swimming pool to return to its previous unsanitary and unsafe condition, upon proper notice, should Defendant fail to correct said problem, the city will be entitled to cause the pool to be removed as hereinafter set forth without further notice.
4. Defendant will provide a guarantee signed by Defendant's father, Dale Bruns, to cover the cost of renewal of the pool should it be required to be removed.
5. Defendant shall pay to the city the sum of Two Thousand Seven Hundred Forty Dollars (\$2,740.00) for out of pocket expenses incurred in this matter.

IT IS SO ORDERED.

DISTRICT COURT JUDGE

DATE: _____

Approved by:

Kurt J. Meredith

William Clay Brazil

IN THE CIRCUIT COURT OF FAULKNER COUNTY, ARKANSAS
SECOND DIVISION

CITY OF CONWAY, ARKANSAS
A Municipal Corporation

PLAINTIFF

VS. CIV 1209

TODD A. BRUNS

DEFENDANT

GUARANTEE

I, Dale Bruns, father of Todd Bruns, do hereby agree as follows:

1. In the event that the City of Conway is required to remove the swimming pool located on my son's property at #1 Cambridge Drive, Conway, Arkansas because it has returned to an unsanitary state or condition, I will personally be responsible for the cost of removing that pool and/or will call the pool to be removed at my expense.

Dale Bruns

Date: _____

Subscribed and sworn to before me a notary public on this ___ day of _____, 2010.

My Commission Expires:

Notary Public