

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.

City Council Meeting - Tuesday, August 9th, 2011@ 6:30pm
Judge Russell L. "Jack" Roberts District Court Building – 810 Parkway St., Conway, AR 72032
5:30pm - Committee Meeting: No Committee Meeting

Call to Order

Roll Call

Minutes: *July 26th, 2011*

Announcements / Proclamations / Recognition:

1. Report of Standing Committees:

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

1. Consideration of several condemnations for Conway Corporation related to Tupelo Bayou Wastewater Treatment Plant.
2. Resolutions requesting the Faulkner County Tax Collector to place certified liens on certain properties as a result of incurred expenses by the City.
3. Consideration to enter into an agreement with Charlie Bocksnick for testing services of traffic lights conflict monitors.
4. Ordinance appropriating funds for the Farris Road Improvements (Bruce Street to Dave Ward Drive) and for Museum Road Improvements (Siebenmorgan to Lower Ridge Road).
5. Ordinance accepting & appropriating grant proceeds for the Historic District Commission to be administered by the Planning & Development Department.
6. Consideration of a request from Randy Dryer for an extension of the condemnation order on property located at 912 Front Street.

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

1. Ordinance appropriating asset forfeiture funds to the Conway Police Department.
2. Consideration to accept bids for a new fuel card system for the City.

C. Finance

1. Ordinance authorizing a change in staffing levels for the Finance Department.

Adjournment

August 2, 2011

Conway Corporation has been working with property owners to obtain easements for several projects to benefit the City of Conway as well as individual customers requesting Conway Corporation's services. These projects include: extending utilities to the Lollie Bottoms area; construction of the new Tupelo Bayou Wastewater Treatment Plant (TBWWTP), funding for this project will be delayed until easements are in hand; and replacing an aged sewer interceptor line, along Little Creek, to add needed capacity on the east side of town.

Five easements along Dave Ward Drive and two additional easements on Lollie Road are needed to extend water, electric and CATV lines to the Lollie Bottom's area. The utilities will serve portions of the 3,206 acre area annexed by the City in 2009 including the proposed airport and TBWWTP as well as residents along Lollie Road and Cooper Lane who have requested services. All other easements which we have obtained for the water, electric and CATV to the Lollie Bottoms area have been obtained at our policy valuation; no condemnations have been required to date, for these projects.

Three easements are for Sewer Improvement "B" along Little Creek and the Hendrix Branch of Little Creek in east Conway. The existing aged sewer interceptor line needs to be replaced for needed sewer capacity on the east side of town. All three of these easements are crossing unbuildable lots. Conway Corporation has been unable to find the owner of two of these parcels at the NE corner of Stonebridge Subdivision. The remaining easement is on an unbuildable lot on Collier Drive. This lot has an interstate billboard which will not be affected by the required easement. Conway Corporation has not been able to reach an agreement with the property owner. All other required easements on the Sewer Improvement "B" project have been obtained at our policy valuation, no condemnations have been required to date, for this project.

If Conway City Council approval is granted for condemnation of these easements at the August 9, 2011 meeting, Conway Corporation could have right of entry on or about August 22, 2011. In the interim, Conway Corporation will continue to work with all property owners to acquire the easements through negotiation.

Greg Dell
Manager, Engineering and Planning
Conway Corporation

RIGHT OF WAY AND EASEMENT
With Relinquishment Of Dower

JAMES BRUCE BURTON AND WIFE,
SONYA C. BURTON

To:

THE CITY OF CONWAY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That We, James Bruce Burton and Sonya C. Burton, his wife, (GRANTORS), for and in consideration of the sum of One Dollar, to us paid by the City of Conway, Arkansas, a City of the first class, (GRANTEE), cash in hand, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said GRANTEE, its successors and assigns, forever, a right of way and easement 15 feet wide on, over, across and under the following described lands, owned by us and situated in Faulkner County, Arkansas, to-wit:

A 15 foot Sewer Easement along the North 15 feet of the following described property: A part of the NW ¼ SE ¼ of section 6, T5N, R 13 W, Faulkner County, Arkansas more particularly described as: beginning at a point 660.2 feet North 1° 54' 30" East and 27.2 feet South 88° 25' East of the SW Corner of the NW SE of Sec. 6, T5N, R13W, and run thence South 88° 25' East 109.9 feet; thence South 1° 38' 40" West 119.46 ft; thence Northwestwardly along the right-of-way line of Interstate Highway 40 155.2 feet to the point of beginning, containing .17 acre more or less. (Also Known As Parcel ID 710-07827-002, Per Faulkner County Tax Assessor Records.)

Said right of way and easement shall be located upon and over such portion of the above described lands as has been agreed on by GRANTOR and GRANTEE.

It being understood and agreed that the said GRANTEE, or its successors or assigns, shall have the right to enter upon the above described lands at such time as it or they may deem proper to make such excavations and do such other work as it or they deem proper and necessary for the laying, relaying, maintaining, repairing, or replacing of utilities and appliances incident thereto, but it is expressly understood and agreed that the said GRANTEE, or its successors or assigns, shall be liable to the GRANTORS herein, or their heirs or assigns, for any and all damage that may be done in the prosecution of said work to any crops, fences or other improvements upon said lands, and that should it be necessary to disturb said improvements upon said lands, the said GRANTEE shall rebuild same immediately in as good condition as same were before provided that GRANTEE is not responsible for any action that is caused by the actions of any other Party that is allowed to utilize the Easement.

TO HAVE AND TO HOLD the same unto the said GRANTEE, and unto its successors and assigns, forever, with full right of ingress and egress at all times in, upon, over or under and to said lands for the purposes aforesaid.

And for said sum we do further grant, sell and convey unto said GRANTEE, its successors and assigns for a term of six months from and after the start of construction on the herein described lands, a right of way and easement fifty (50) feet wide on, over, across, through and under the aforesaid lands, for the purpose of providing a construction and work area for building and laying of utilities and that this right of way and easement shall be located upon and over such portion of the above described lands as has been or may hereafter be selected by the officers or agents of said GRANTEE.

And we, the GRANTORS, for and in consideration of said sum of money, do hereby release and relinquish unto the said GRANTEE(S) all our rights of dower, curtesy and homestead in and to the said right of way and easement.

WITNESS our hands and seals this ____ day of _____, 2011.

ACKNOWLEDGMENT

STATE OF ARKANSAS
County of Faulkner.

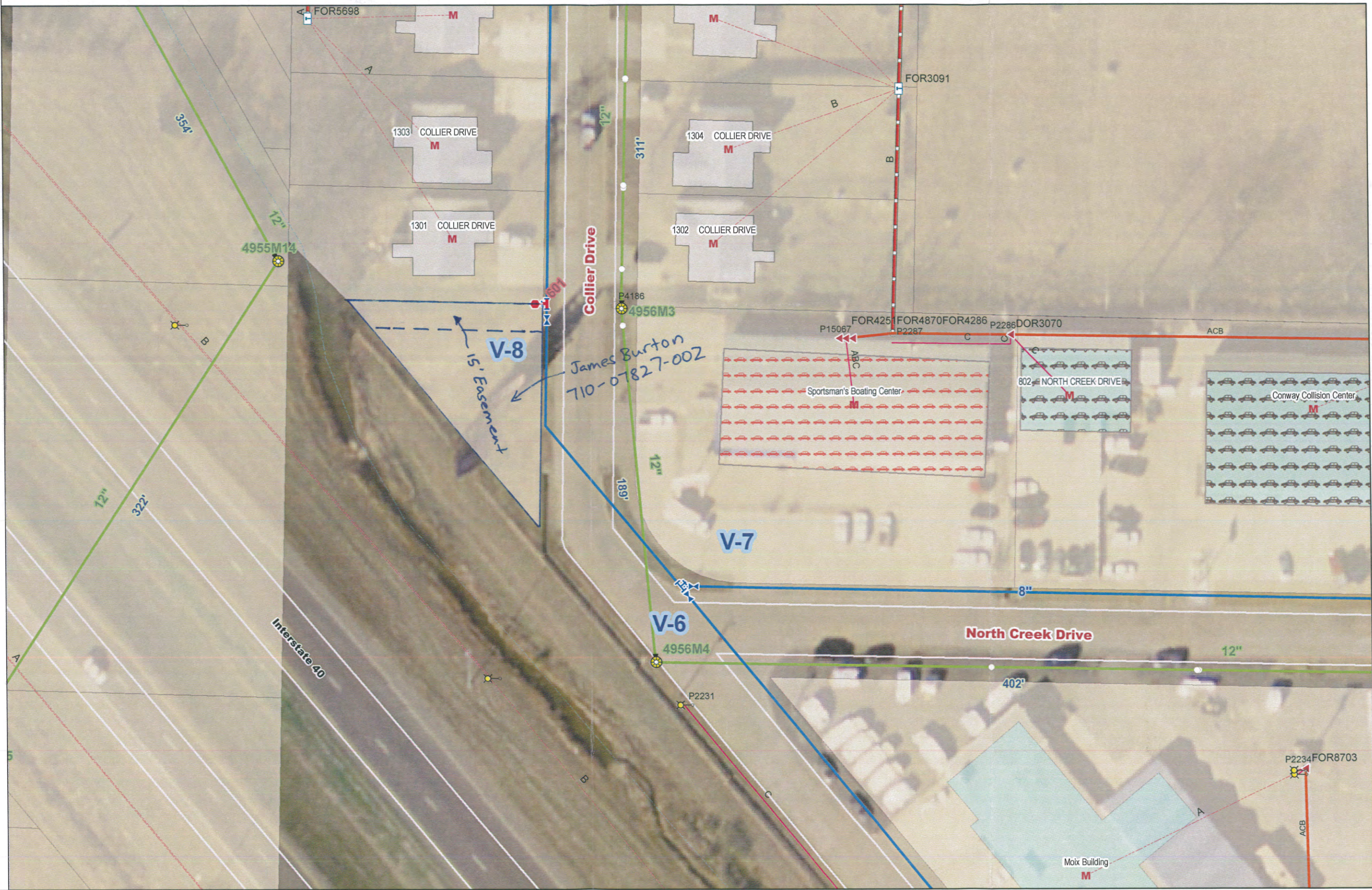
BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, James Bruce Burton and Sonya C. Burton to me well known as the GRANTORS in the foregoing instrument, and acknowledged that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this ____ day of _____, 2011.

Notary Public

My Commission Expires:

-  462 - Fraternity / Sorority House
-  500 - Mercantile Business
-  510 - Car Wash / Vacuum / Air
-  511 - Convenience Store
-  519 - Grocery Store
-  541 - Propane Supplies, Storage
-  557 - Barber, Beauty Shops
-  559 - Recreational, Hobby, Pet Stores
-  564 - Coin Laundry / Dry Cleaners
-  569 - Professional Supplies, Services
-  571 - Gas Station
-  578 - Vehicle Repair Shop
-  579 - Motor Vehicle/Boat Sales, Service, Repair
-  580 - General Retail
-  581 - Department or Discount Store
-  591 - Office, Insurance
-  592 - Banks
-  593 - Veterinary Clinic
-  596 - Post Office
-  599 - Business Office
-  639 - Communication Center
-  642 - Electric Substation
-  647 - Water/Wastewater Utility
-  655 - Agricultural
-  700 - Manufacturing, processing
-  800 - Storage, Airplane Hangers
-  807 - Outside Material Storage
-  808 - Outbuilding
-  849 - Outside Storage Tank - Water
-  880 - Vehicle Storage
-  881 - Parking Detached Residential Garage
-  882 - Parking Garage, General Vehicle
-  888 - Fire Station
-  891 - Warehouse
-  898 - Dock, Pier
-  899 - Self Storage Units
-  Address Point
-  Faulkner County Parcels
- Faulkner County Color Orthos - 2009**
- RGB**
-  Red: Band_1
-  Green: Band_2
-  Blue: Band_3




1 inch = 50 feet

Conway Corporation Utilities

Conway Corporation Disclaimer
The data contained herein was compiled from various sources for the sole use and benefit of the Conway Corporation. Any use of the data by anyone other than the Conway Corporation is at the sole risk of the user; and, by acceptance of this data, user does hereby hold the Conway Corporation harmless and without liability from any claims, costs or damages of any nature against the Conway Corporation, including costs of defense arising from improper use of data, or use by another party. Acceptance or use of this data is done without any expressed or implied warranties.
8/16/99

RIGHT OF WAY AND EASEMENT
With Relinquishment of Dower

LADELL BROWN,
TRUSTEE FOR HEIRS OF
LEE ANDREW BROWN

To

THE CITY OF CONWAY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That I, Ladell Brown, Trustee for Heirs of Lee Andrew Brown, (GRANTOR), for and in consideration of the sum of One Dollar, to me paid by the City of Conway, Arkansas, a City of the first class, (GRANTEE), cash in hand, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said GRANTEE, its successors and assigns, forever, a right of way and easement 20 feet wide on, over, across and under the following described lands, owned by me and situated in Faulkner County, Arkansas, to-wit:

Said 20 foot CATV, Electric, Water and Wastewater Easement shall be 20 feet South and adjacent to the South right-of-way of State Highway #60 on the North $\frac{1}{2}$ (N $\frac{1}{2}$) of the SW $\frac{1}{4}$ of Section 17, T5N, R14W. (Also Known As Parcel ID 001-12328-000, Per Faulkner County Tax Assessor Records.)

Said right of way and easement shall be located upon and over such portion of the above described lands as has been agreed on by GRANTOR and GRANTEE.

It being understood and agreed that the said GRANTEE, or its successors or assigns, shall have the right to enter upon the above described lands at such time as it or they may deem proper to make such excavations and do such other work as it or they deem proper and necessary for the laying, relaying, maintaining, repairing, or replacing of utilities and appliances incident thereto, but it is expressly understood and agreed that the said GRANTEE, or its successors or assigns, shall be liable to the GRANTOR herein, or his heirs or assigns, for any and all damage that may be done in the prosecution of said work to any crops, fences or other improvements upon said lands, and that should it be necessary to disturb said improvements upon said lands, the said GRANTEE shall rebuild same immediately in as good condition as same were before provided that GRANTEE is not responsible for any action that is caused by the actions of any other Party that is allowed to utilize the Easement.

TO HAVE AND TO HOLD the same unto the said GRANTEE, and unto its successors and assigns, forever, with full right of ingress and egress at all times in, upon, over or under and to said lands for the purposes aforesaid.

And for said sum I do further grant, sell and convey unto said GRANTEE, its successors and assigns for a term of six months from and after the start of construction on the herein described lands, a right of way and easement forty (40) feet wide on, over, across, through and under the aforesaid lands, for the purpose of providing a construction and work area for building and laying of utilities and that this right of way and easement shall be located upon and over such portion of the above described lands as has been or may hereafter be selected by the officers or agents of said GRANTEE.

WITNESS our hands and seals this ____ day of _____, 2011.

ACKNOWLEDGMENT

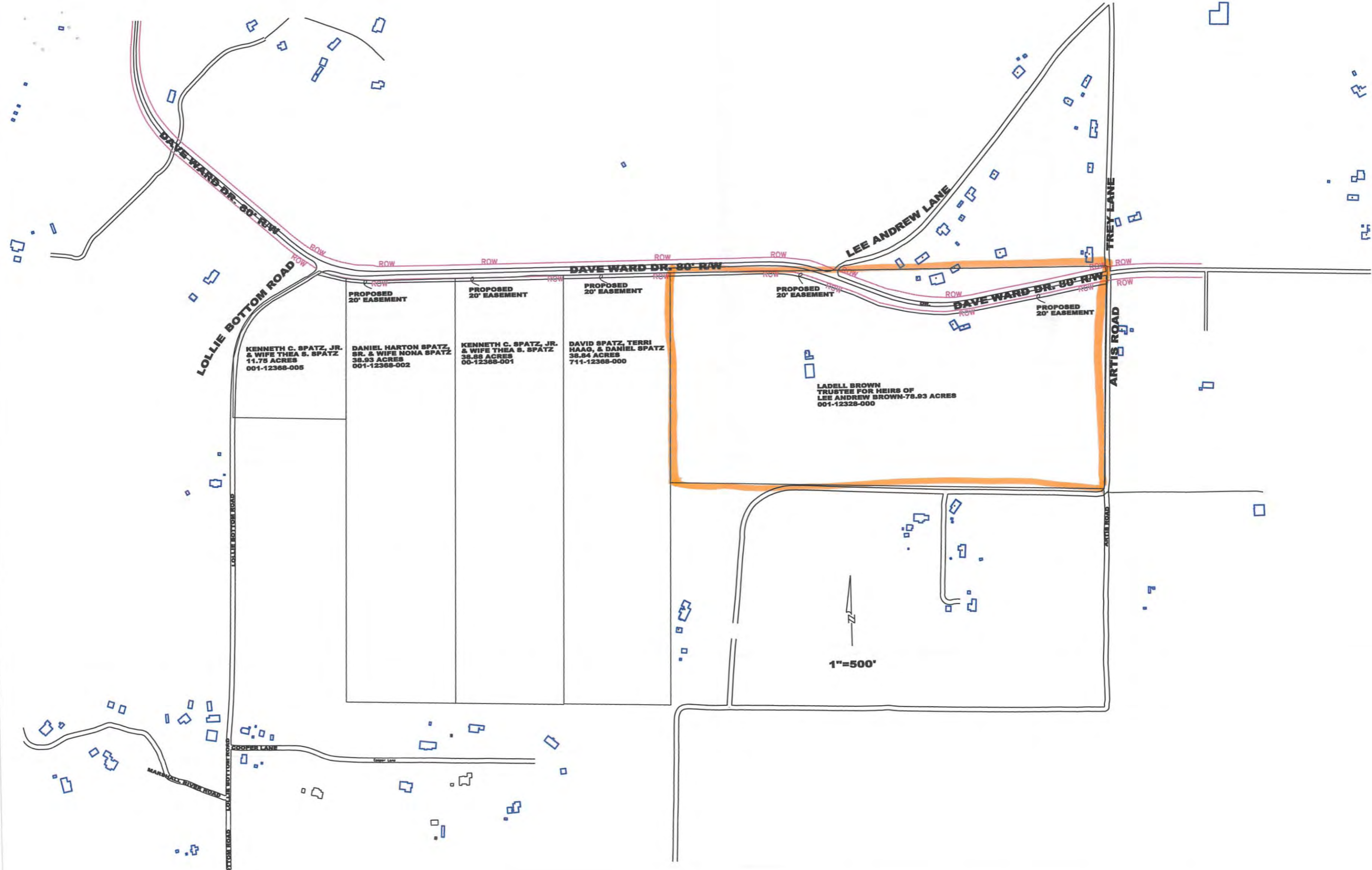
STATE OF ARKANSAS
County of Faulkner.

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Ladell Brown, Trustee for Heirs of Lee Andrew Brown, to me well known as the GRANTOR in the foregoing instrument, and acknowledged that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this ____ day of _____, 2011.

Notary Public

My Commission Expires:



DAVE WARD DR. 80' ROW

LOLLIE BOTTOM ROAD

KENNETH C. SPATZ, JR.
& WIFE THEA S. SPATZ
11.75 ACRES
001-12368-005

PROPOSED
20' EASEMENT

DANIEL HARTON SPATZ,
SR. & WIFE NONA SPATZ
38.93 ACRES
001-12368-002

PROPOSED
20' EASEMENT

KENNETH C. SPATZ, JR.
& WIFE THEA S. SPATZ
38.98 ACRES
00-12388-001

PROPOSED
20' EASEMENT

DAVID SPATZ, TERRI
HAAG, & DANIEL SPATZ
38.84 ACRES
711-12368-000

DAVE WARD DR. 80' ROW

LEE ANDREW LANE

PROPOSED
20' EASEMENT

LADELL BROWN
TRUSTEE FOR HEIRS OF
LEE ANDREW BROWN-78.93 ACRES
001-12328-000

DAVE WARD DR. 80' ROW

PROPOSED
20' EASEMENT

TREY LANE

ARTIS ROAD

1"=500'

LOLLIE BOTTOM ROAD

COOPER LANE

MARSHALL RD. E. ROAD

OTIS LANE

RIGHT OF WAY AND EASEMENT
With Relinquishment Of Dower

LOIS M. COOPER AND
TISH COOPER

To:

THE CITY OF CONWAY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That We, Lois M. Cooper and Tish Cooper (GRANTORS), for and in consideration of the sum of One Dollar, to us paid by the City of Conway, Arkansas, a City of the first class, (GRANTEE), cash in hand, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said GRANTEE, its successors and assigns, forever, a right of way and easement 20 feet wide on, over, across and under the following described lands, owned by us and situated in Faulkner County, Arkansas, to-wit:

A 20-foot easement shall Center on a Water Main to be installed across the West 50-feet of the following described property: Beginning at a point 320 feet South of the Northwest Corner of the N ½ of the NE ¼ of Section 19, T5N, R14W, and run East 420 feet, thence South 105 feet, thence West 420 feet, thence North 105 feet to the Point of Beginning, Containing 1 Acre, More or Less. (Also Known As Parcel ID 712-12371-000, Per Faulkner County Tax Assessor Records.)

Said right of way and easement shall be located upon and over such portion of the above described lands as has been agreed on by GRANTOR and GRANTEE.

It being understood and agreed that the said GRANTEE, or its successors or assigns, shall have the right to enter upon the above described lands at such time as it or they may deem proper to make such excavations and do such other work as it or they deem proper and necessary for the laying, relaying, maintaining, repairing, or replacing of utilities and appliances incident thereto, but it is expressly understood and agreed that the said GRANTEE, or its successors or assigns, shall be liable to the GRANTORS herein, or their heirs or assigns, for any and all damage that may be done in the prosecution of said work to any crops, fences or other improvements upon said lands, and that should it be necessary to disturb said improvements upon said lands, the said GRANTEE shall rebuild same immediately in as good condition as same were before provided that GRANTEE is not responsible for any action that is caused by the actions of any other Party that is allowed to utilize the Easement.

TO HAVE AND TO HOLD the same unto the said GRANTEE, and unto its successors and assigns, forever, with full right of ingress and egress at all times in, upon, over or under and to said lands for the purposes aforesaid.

And for said sum we do further grant, sell and convey unto said GRANTEE, its successors and assigns for a term of six months from and after the start of construction on the herein described lands, a right of way and easement forty (40) feet wide on, over, across, through and under the aforesaid lands, for the purpose of providing a construction and work area for building and laying of utilities and that this right of way and easement shall be located upon and over such portion of the above described lands as has been or may hereafter be selected by the officers or agents of said GRANTEE.

And we, the GRANTORS, for and in consideration of said sum of money, do hereby release and relinquish unto the said GRANTEE(S) all our rights of dower, curtesy and homestead in and to the said right of way and easement.

WITNESS our hands and seals this ____ day of _____, 2011.

ACKNOWLEDGMENT

STATE OF ARKANSAS
County of Faulkner.

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Lois M. Cooper and Tish Cooper to me well known as the GRANTORS in the foregoing instrument, and acknowledged that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this ____ day of _____, 2011.

Notary Public

My Commission Expires:

-  462 - Fraternity / Sorority House
-  500 - Mercantile Business
-  510 - Car Wash / Vacuum / Air
-  511 - Convenience Store
-  519 - Grocery Store
-  541 - Propane Supplies, Storage
-  557 - Barber, Beauty Shops
-  559 - Recreational, Hobby, Pet Stores
-  564 - Coin Laundry / Dry Cleaners
-  569 - Professional Supplies, Services
-  571 - Gas Station
-  578 - Vehicle Repair Shop
-  579 - Motor Vehicle/Boat Sales, Service, Repair
-  580 - General Retail
-  581 - Department or Discount Store
-  591 - Office, Insurance
-  592 - Banks
-  593 - Veterinary Clinic
-  596 - Post Office
-  599 - Business Office
-  639 - Communication Center
-  642 - Electric Substation
-  647 - Water/Wastewater Utility
-  655 - Agricultural
-  700 - Manufacturing, processing
-  800 - Storage, Airplane Hangers
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-  881 - Parking Detached Residential Garage
-  882 - Parking Garage, General Vehicle
-  888 - Fire Station
-  891 - Warehouse
-  898 - Dock, Pier
-  899 - Self Storage Units
-  Address Point
-  Faulkner County Parcels
- Faulkner County Color Orthos - 2009**
- RGB**
-  Red: Band_1
-  Green: Band_2
-  Blue: Band_3



1 inch = 200 feet

Conway Corporation Utilities

Conway Corporation Disclaimer

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8/16/99

RIGHT OF WAY AND EASEMENT
With Relinquishment of Dower

KAREN RAMSEY COOPER

To

THE CITY OF CONWAY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That I, Karen Ramsey Cooper, (GRANTOR), for and in consideration of the sum of One Dollar, to me paid by the City of Conway, Arkansas, a City of the first class, (GRANTEE), cash in hand, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said GRANTEE, its successors and assigns, forever, a right of way and easement 20 feet wide on, over, across and under the following described lands, owned by me and situated in Faulkner County, Arkansas, to-wit:

A 20-foot easement shall Center on a Water Main to be installed across the West 60-feet of the following described property: Part of the N ½ NE ¼ of Section 19, Township 5 North, Range 14 West, Faulkner County, Arkansas, described as follows: Beginning at the Southwest Corner of said N ½ NE ¼; run thence North 1 Degree 17 Minutes 58 Seconds East along the West line of said N ½ NE ¼ 880.47 feet; thence South 88 Degrees 42 Minutes 02 Seconds East 420.0 feet; thence South 1 Degree 17 Minutes 58 Seconds West 289.73 feet; thence South 88 Degrees 57 Minutes 04 Seconds East 281.45 feet; thence South 1 Degree 37 Minutes 35 Seconds West 588.9 feet to the South line of said N ½ NE ¼; thence North 88 Degrees 57 Minutes 06 Seconds West 698.1 feet to the Point of Beginning, Containing 12.26 Acres, more or less. (Also Known As Parcel ID 001-12370-001, Per Faulkner County Tax Assessor Records.)

Said right of way and easement shall be located upon and over such portion of the above described lands as has been agreed on by GRANTOR and GRANTEE.

It being understood and agreed that the said GRANTEE, or its successors or assigns, shall have the right to enter upon the above described lands at such time as it or they may deem proper to make such excavations and do such other work as it or they deem proper and necessary for the laying, relaying, maintaining, repairing, or replacing of utilities and appliances incident thereto, but it is expressly understood and agreed that the said GRANTEE, or its successors or assigns, shall be liable to the GRANTOR herein, or his heirs or assigns, for any and all damage that may be done in the prosecution of said work to any crops, fences or other improvements upon said lands, and that should it be necessary to disturb said improvements upon said lands, the said GRANTEE shall rebuild same immediately in as good condition as same were before provided that GRANTEE is not responsible for any action that is caused by the actions of any other Party that is allowed to utilize the Easement.

TO HAVE AND TO HOLD the same unto the said GRANTEE, and unto its successors and assigns, forever, with full right of ingress and egress at all times in, upon, over or under and to said lands for the purposes aforesaid.

And for said sum I do further grant, sell and convey unto said GRANTEE, its successors and assigns for a term of six months from and after the start of construction on the herein described lands, a right of way and easement forty (40) feet wide on, over, across, through and under the aforesaid lands, for the purpose of providing a construction and work area for building and laying of utilities and that this right of way and easement shall be located upon and over such portion of the above described lands as has been or may hereafter be selected by the officers or agents of said GRANTEE.

And I, the GRANTOR, for and in consideration of said sum of money, do hereby release and relinquish unto the said GRANTEE(S) all my rights of dower, curtesy and homestead in and to the said right of way and easement.

WITNESS our hands and seals this ____ day of _____, 2011.

ACKNOWLEDGMENT

STATE OF ARKANSAS
County of Faulkner.

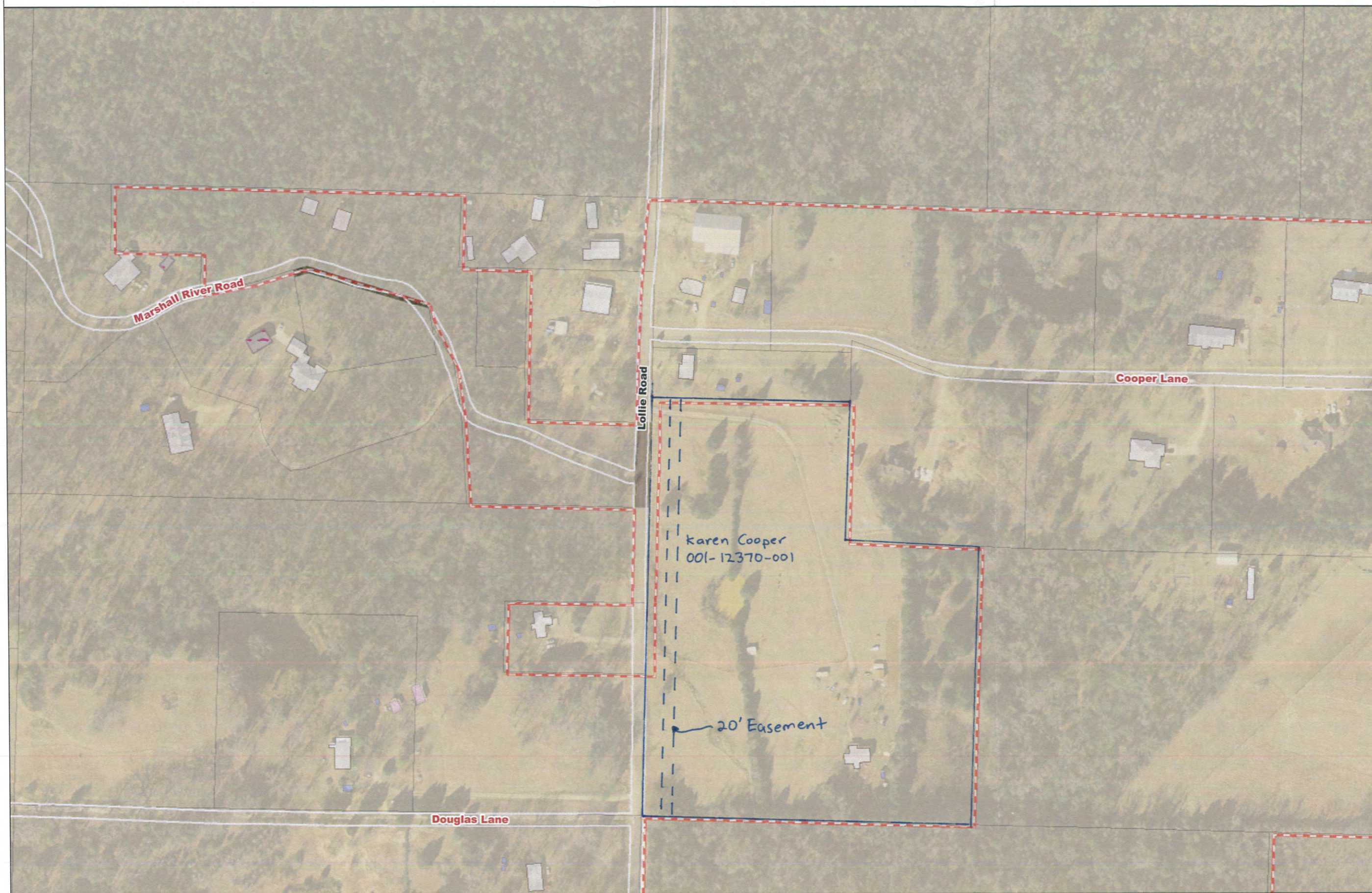
BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Karen Ramsey Cooper to me well known as the GRANTOR in the foregoing instrument, and acknowledged that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this ____ day of _____, 2011.

Notary Public

My Commission Expires:

-  462 - Fraternity / Sorority House
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 -  564 - Coin Laundry / Dry Cleaners
 -  569 - Professional Supplies, Services
 -  571 - Gas Station
 -  578 - Vehicle Repair Shop
 -  579 - Motor Vehicle/Boat Sales, Service, Repair
 -  580 - General Retail
 -  581 - Department or Discount Store
 -  591 - Office, Insurance
 -  592 - Banks
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 -  807 - Outside Material Storage
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 -  Address Point
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Conway Corporation Utilities

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8/16/99

RIGHT OF WAY AND EASEMENT
With Relinquishment Of Dower

KENNETH C. SPATZ, JR. AND WIFE,
THEA S. SPATZ

To:

THE CITY OF CONWAY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That We, Kenneth C. Spatz, Jr. and Thea S. Spatz, his wife, (GRANTORS), for and in consideration of the sum of One Dollar, to us paid by the City of Conway, Arkansas, a City of the first class, (GRANTEE), cash in hand, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said GRANTEE, its successors and assigns, forever, a right of way and easement 20 feet wide on, over, across and under the following described lands, owned by us and situated in Faulkner County, Arkansas, to-wit:

Said 20 foot CATV, Electric, Water And Wastewater Easement shall be the North 20 feet on the following described property: Part of the SE ¼, Section 18, T5N, R14W, Faulkner County, Arkansas, more particularly described as commencing at the Southeast Corner of said SE ¼ and run North 89 degrees 41 minutes 19 seconds West along the South line of said SE ¼, 649.68 feet to the point of beginning; thence continue North 89 degrees 41 minutes 19 seconds West, 655.68 feet; thence North 0 degrees 05 minutes 30 seconds East, 2569.70 feet to the South right-of-way of State Highway #60; thence North 88 degrees 14 minutes 03 seconds East, along said right-of-way, 363.21 feet; thence North 83 degrees 51 minutes 20 seconds East, 100.06 feet; thence North 89 degrees 31 minutes 45 seconds East along said right-of-way 193.19 feet; thence leaving said right-of-way South 0 degrees 05 minutes 30 seconds West, 2593.43 feet to the point of beginning, containing 38.88 acres, more or less. (Also Known As Parcel ID 001-12368-001, Per Faulkner County Tax Assessor Records.)

Said right of way and easement shall be located upon and over such portion of the above described lands as has been agreed on by GRANTOR and GRANTEE.

It being understood and agreed that the said GRANTEE, or its successors or assigns, shall have the right to enter upon the above described lands at such time as it or they may deem proper to make such excavations and do such other work as it or they deem proper and necessary for the laying, relaying, maintaining, repairing, or replacing of utilities and appliances incident thereto, but it is expressly understood and agreed that the said GRANTEE, or its successors or assigns, shall be liable to the GRANTORS herein, or their heirs or assigns, for any and all damage that may be done in the prosecution of said work to any crops, fences or other improvements upon said lands, and that should it be necessary to disturb said

improvements upon said lands, the said GRANTEE shall rebuild same immediately in as good condition as same were before provided that GRANTEE is not responsible for any action that is caused by the actions of any other Party that is allowed to utilize the Easement.

TO HAVE AND TO HOLD the same unto the said GRANTEE, and unto its successors and assigns, forever, with full right of ingress and egress at all times in, upon, over or under and to said lands for the purposes aforesaid.

And for said sum we do further grant, sell and convey unto said GRANTEE, its successors and assigns for a term of six months from and after the start of construction on the herein described lands, a right of way and easement forty (40) feet wide on, over, across, through and under the aforesaid lands, for the purpose of providing a construction and work area for building and laying of utilities and that this right of way and easement shall be located upon and over such portion of the above described lands as has been or may hereafter be selected by the officers or agents of said GRANTEE.

And we, the GRANTORS, for and in consideration of said sum of money, do hereby release and relinquish unto the said GRANTEE(S) all our rights of dower, curtesy and homestead in and to the said right of way and easement.

WITNESS our hands and seals this ____ day of _____, 2011.

ACKNOWLEDGMENT

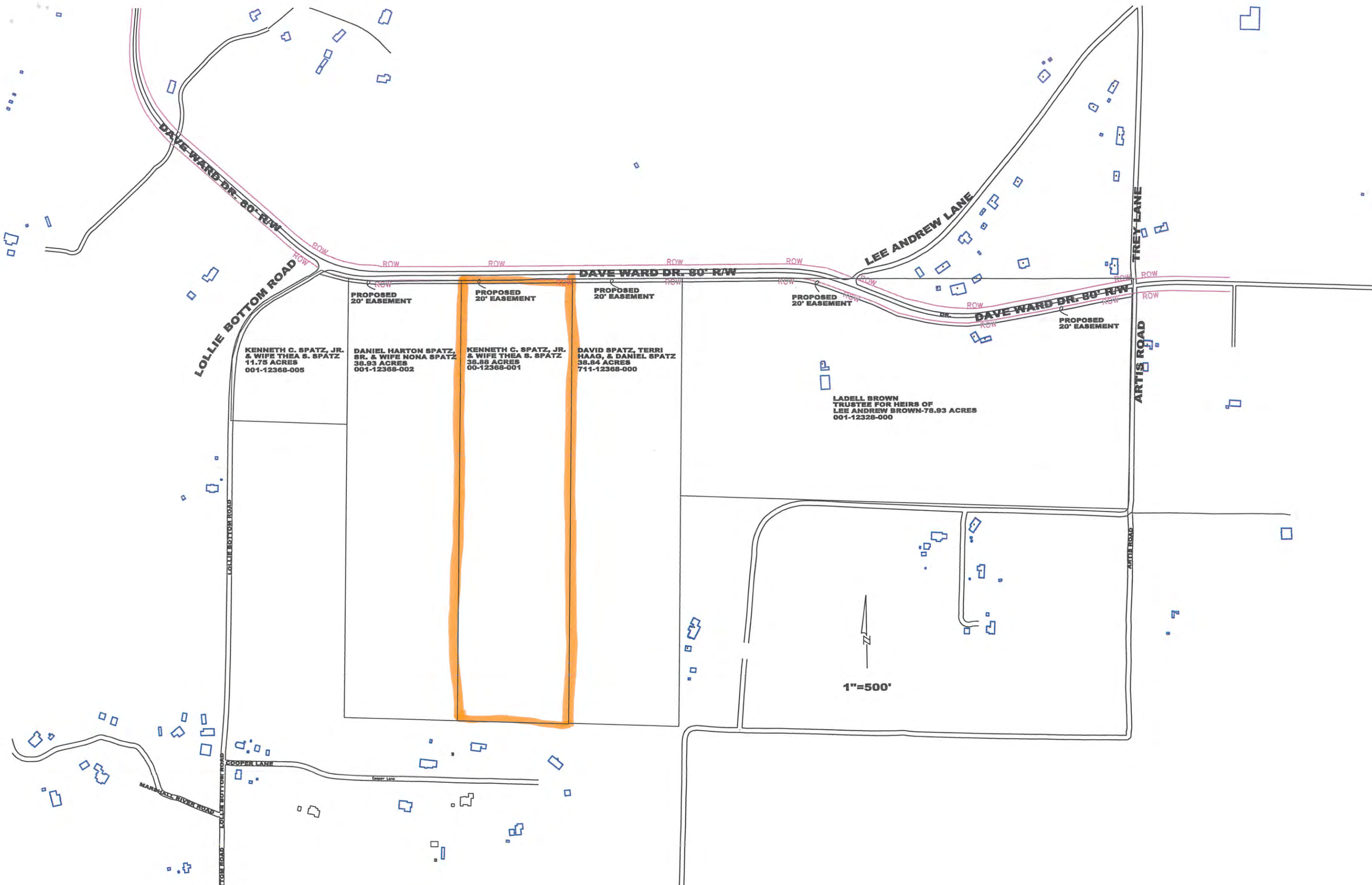
STATE OF ARKANSAS
County of Faulkner.

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Kenneth C. Spatz, Jr. and Thea S. Spatz to me well known as the GRANTORS in the foregoing instrument, and acknowledged that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this ____ day of _____, 2011.

Notary Public

My Commission Expires:



DAVE WARD DR. 80' R/W

LOLLIE BOTTOM ROAD

**KENNETH C. SPATZ, JR.
& WIFE THEA S. SPATZ
11.75 ACRES
001-12368-005**

**DANIEL HARTON SPATZ,
SR. & WIFE NONA SPATZ
38.93 ACRES
001-12368-002**

**KENNETH C. SPATZ, JR.
& WIFE THEA S. SPATZ
38.88 ACRES
00-12368-001**

**DAVID SPATZ, TERRI
HAAG, & DANIEL SPATZ
38.84 ACRES
711-12368-000**

**LADELL BROWN
TRUSTEE FOR HEIRS OF
LEE ANDREW BROWN-76.93 ACRES
001-12328-000**

PROPOSED
20' EASEMENT

PROPOSED
20' EASEMENT

PROPOSED
20' EASEMENT

PROPOSED
20' EASEMENT

PROPOSED
20' EASEMENT

DAVE WARD DR. 80' R/W

LEE ANDREW LANE

DAVE WARD DR. 80' R/W

TREY LANE

ARTIS ROAD

1"=500'



COOPER LANE

MARSHALL RIVER ROAD

RIGHT OF WAY AND EASEMENT
With Relinquishment Of Dower

KENNETH C. SPATZ, Jr. AND WIFE,
THEA S. SPATZ

To:

THE CITY OF CONWAY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That We, Kenneth C. Spatz, Jr. and Thea S. Spatz, his wife, (GRANTORS), for and in consideration of the sum of One Dollar, to us paid by the City of Conway, Arkansas, a City of the first class, (GRANTEE), cash in hand, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said GRANTEE, its successors and assigns, forever, a right of way and easement 20 feet wide on, over, across and under the following described lands, owned by us and situated in Faulkner County, Arkansas, to-wit:

Said 20 foot CATV, Electric, Water And Wastewater Easement shall be the North 20 feet on the following described property: Part of the SE ¼, Section 18, T5N, R14W, Faulkner County, Arkansas, more particularly described as commencing at the SE Corner of said SE ¼ and run North 89 degrees 41 minutes 19 seconds West, 2669.11 feet to the Southwest Corner of said SE ¼; thence North 0 degrees 40 minutes 32 seconds East along the West line of said SE ¼, 1714.25 feet to the point of beginning; thence continue North 0 degrees 40 minutes 32 seconds East, 359.54 feet; thence along the Center line of Lollie Road as follows: North 15 degrees 36 minutes 50 seconds East, 157.75 feet; thence North 31 degrees 56 minutes 10 seconds East, 133.92 feet; thence North 49 minutes 21 minutes 45 seconds East, 81.09 feet; thence North 55 degrees 55 minutes 10 seconds East, 71.71 feet; thence North 58 degrees 56 minutes 20 seconds East, 335.25 feet to the South right-of-way of State Highway #60; thence along the South right-of-way of State Highway #60 as follows: South 70 degrees 15 minutes 50 seconds East, 84.13 feet; thence South 76 degrees 44 minutes 00 seconds East, 75.78 feet; thence South 85 degrees 09 minutes 07 seconds East, 6.56 feet; thence leaving said right-of-way South 0 degrees 05 minutes 30 seconds West, 851.39 feet; thence North 89 degrees 26 minutes 28 seconds West, 683.79 feet to the point of beginning, containing 11.75 acres, more or less. (Also Known As Parcel ID 001-12368-005, Per Faulkner County Tax Assessor Records.)

Said right of way and easement shall be located upon and over such portion of the above described lands as has been agreed on by GRANTOR and GRANTEE.

It being understood and agreed that the said GRANTEE, or its successors or assigns, shall have the right to enter upon the above described lands at such time as it or they may deem proper to make such excavations and do such other work as it or they deem proper and necessary for the laying, relaying, maintaining, repairing, or replacing of utilities and appliances incident thereto, but it is expressly understood and agreed that the said GRANTEE, or its successors or assigns, shall be liable to the GRANTORS herein, or their heirs or assigns, for any and all damage that may be done in the prosecution of said work to any crops, fences or other improvements upon said lands, and that should it be necessary to disturb said

improvements upon said lands, the said GRANTEE shall rebuild same immediately in as good condition as same were before provided that GRANTEE is not responsible for any action that is caused by the actions of any other Party that is allowed to utilize the Easement.

TO HAVE AND TO HOLD the same unto the said GRANTEE, and unto its successors and assigns, forever, with full right of ingress and egress at all times in, upon, over or under and to said lands for the purposes aforesaid.

And for said sum we do further grant, sell and convey unto said GRANTEE, its successors and assigns for a term of six months from and after the start of construction on the herein described lands, a right of way and easement forty (40) feet wide on, over, across, through and under the aforesaid lands, for the purpose of providing a construction and work area for building and laying of utilities and that this right of way and easement shall be located upon and over such portion of the above described lands as has been or may hereafter be selected by the officers or agents of said GRANTEE.

And we, the GRANTORS, for and in consideration of said sum of money, do hereby release and relinquish unto the said GRANTEE(S) all our rights of dower, curtesy and homestead in and to the said right of way and easement.

WITNESS our hands and seals this ____ day of _____, 2011.

ACKNOWLEDGMENT

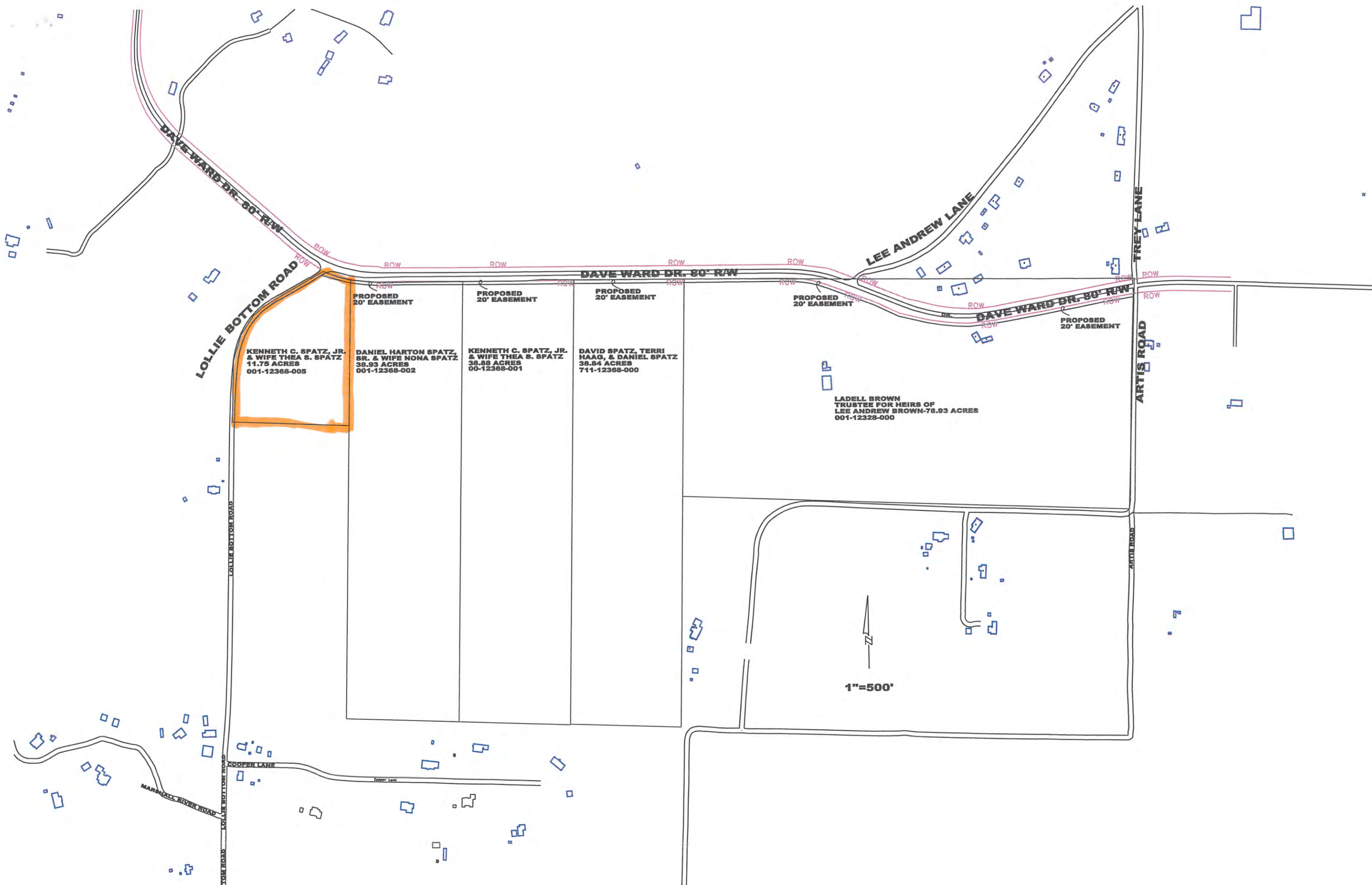
STATE OF ARKANSAS
County of Faulkner.

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Kenneth C. Spatz, Jr. and Thea S. Spatz to me well known as the GRANTORS in the foregoing instrument, and acknowledged that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this ____ day of _____, 2011.

Notary Public

My Commission Expires:



DAVE WARD DR. 80' R/W

LOLLIE BOTTOM ROAD

KENNETH C. SPATZ, JR.
& WIFE THEA S. SPATZ
11.75 ACRES
001-12368-005

PROPOSED
20' EASEMENT

DANIEL HARTON SPATZ,
SR. & WIFE NONA SPATZ
38.93 ACRES
001-12368-002

PROPOSED
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KENNETH C. SPATZ, JR.
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DAVID SPATZ, TERRI
HAAG, & DANIEL SPATZ
38.84 ACRES
711-12368-000

PROPOSED
20' EASEMENT

LADELL BROWN
TRUSTEE FOR HEIRS OF
LEE ANDREW BROWN-78.93 ACRES
001-12328-000

LEE ANDREW LANE

DAVE WARD DR. 80' R/W

TREY LANE

ARTIS ROAD

1"=500'

COOPER LANE

MANORALAN FIVE 1/2 ROAD

LOLLIE BOTTOM ROAD

RIGHT OF WAY AND EASEMENT

DAVID SPATZ, TERRI HAAG AND
DANIEL SPATZ

To

THE CITY OF CONWAY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That We, David Spatz, Terri Haag and Daniel Spatz (GRANTORS), for and in consideration of the sum of One Dollar, to us paid by the City of Conway, Arkansas, a City of the first class, (GRANTEE), cash in hand, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said GRANTEE, its successors and assigns, forever, a right of way and easement 20 feet wide on, over, across and under the following described lands, owned by us and situated in Faulkner County, Arkansas, to-wit:

Said 20 foot CATV, Electric, Water and Wastewater Easement shall be the North 20 feet on the following described property: Part of the SE ¼, Section 18, T5N, R14W, Faulkner County, Arkansas, more particularly described as commencing at the Southeast corner of said SE ¼ and run North 89 degrees 41 minutes 19 seconds West along the South line of said SE ¼, 649.68 feet, thence North 0 degrees 05 minutes 30 seconds East, 2593.43 feet to the South right-of-way of State Highway #60; thence North 89 degrees 31 minutes 45 seconds East, along said right-of-way, 8.78 feet; thence North 88 degrees 20 minutes 30 seconds East along said right-of-way 641.20 feet to the East line of said SE ¼; thence leaving said right-of-way, South 0 degrees 05 minutes 30 seconds West, 2615.59 feet to the point of beginning, containing 38.84 acres, more or less. (Also Known As Parcel ID 711-12368-000, Per Faulkner County Tax Assessor Records.)

Said right of way and easement shall be located upon and over such portion of the above described lands as has been agreed on by GRANTOR and GRANTEE.

It being understood and agreed that the said GRANTEE, or its successors or assigns, shall have the right to enter upon the above described lands at such time as it or they may deem proper to make such excavations and do such other work as it or they deem proper and necessary for the laying, relaying, maintaining, repairing, or replacing of utilities and appliances incident thereto, but it is expressly understood and agreed that the said GRANTEE, or its successors or assigns, shall be liable to the GRANTORS herein, or their heirs or assigns, for any and all damage that may be done in the prosecution of said work to any crops, fences or other improvements upon said lands, and that should it be necessary to disturb said improvements upon said lands, the said GRANTEE shall rebuild same immediately in as good condition as same were before provided that GRANTEE is not responsible for any action that is caused by the actions of any other Party that is allowed to utilize the Easement.

TO HAVE AND TO HOLD the same unto the said GRANTEE, and unto its successors and assigns, forever, with full right of ingress and egress at all times in, upon, over or under and to said lands for the purposes aforesaid.

And for said sum we do further grant, sell and convey unto said GRANTEE, its successors and assigns for a term of six months from and after the start of construction on the herein described lands, a right of way and easement forty (40) feet wide on, over, across, through and under the aforesaid lands, for the purpose of providing a construction and work area for building and laying of utilities and that this right of way and easement shall be located upon and over such portion of the above described lands as has been or may hereafter be selected by the officers or agents of said GRANTEE.

WITNESS our hands and seals this ____ day of _____, 2011.

ACKNOWLEDGMENT

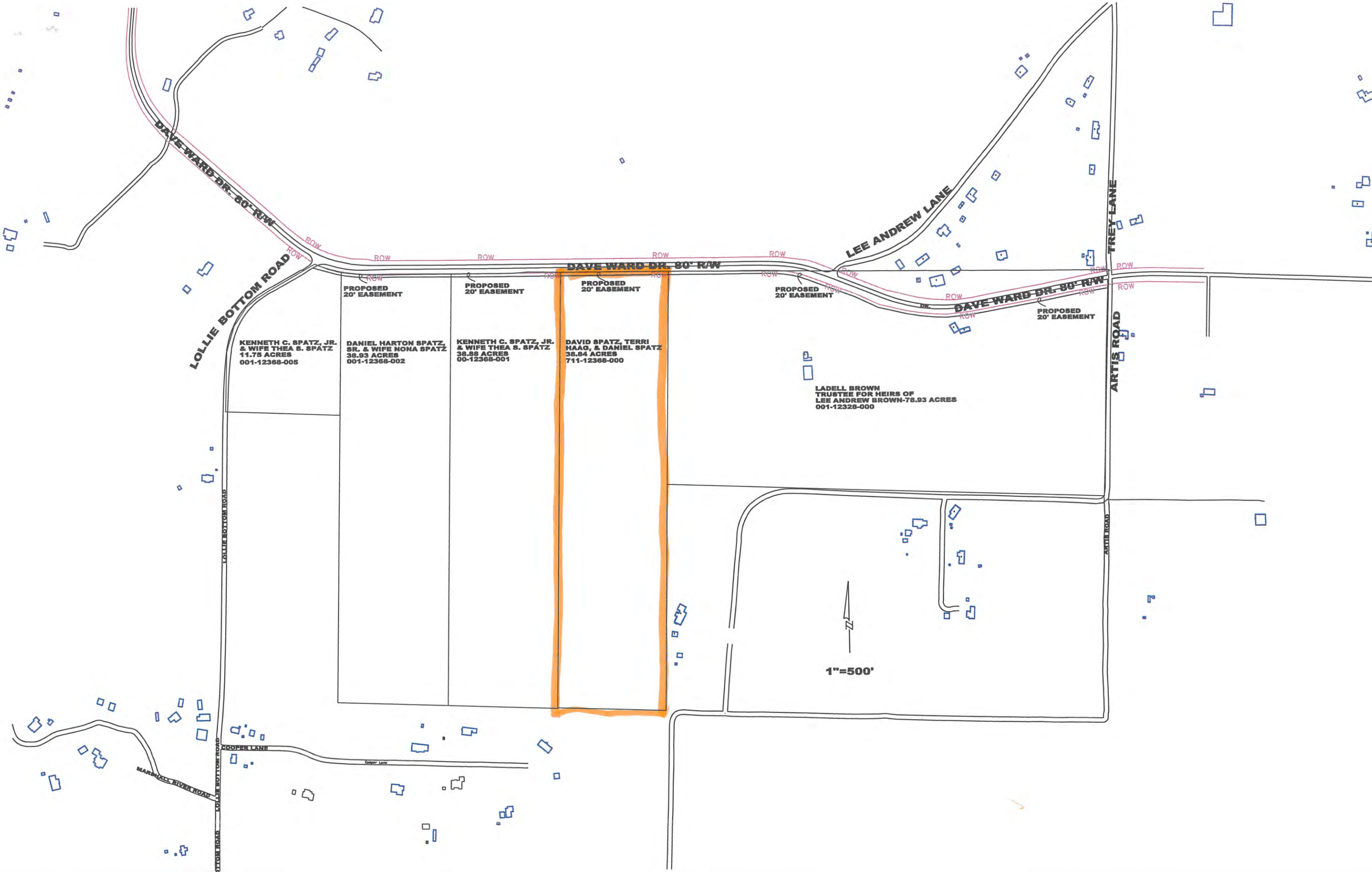
STATE OF ARKANSAS
County of Faulkner.

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, David Spatz, Terri Haag and Daniel Spatz to me well known as the GRANTORS in the foregoing instrument, and acknowledged that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this ____ day of _____, 2011.

Notary Public

My Commission Expires:



DAVE WARD DR. 80' R/W

LOLLIE BOTTOM ROAD

LEE ANDREW LANE

TREY LANE

DAVE WARD DR. 80' R/W

DAVE WARD DR. 80' R/W

ARTIS ROAD

**KENNETH C. SPATZ, JR.
& WIFE THEA S. SPATZ**
11.75 ACRES
001-12368-005

**DANIEL HARTON SPATZ,
SR. & WIFE NONA SPATZ**
38.93 ACRES
001-12368-002

**KENNETH C. SPATZ, JR.
& WIFE THEA S. SPATZ**
38.88 ACRES
00-12368-001

**DAVID SPATZ, TERRI
HAAG, & DANIEL SPATZ**
38.84 ACRES
711-12368-000

**LADELL BROWN
TRUSTEE FOR HEIRS OF
LEE ANDREW BROWN-78.93 ACRES**
001-12328-000

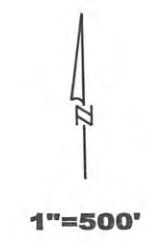
PROPOSED
20' EASEMENT

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20' EASEMENT

PROPOSED
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PROPOSED
20' EASEMENT

PROPOSED
20' EASEMENT



1"=500'

RIGHT OF WAY AND EASEMENT
With Relinquishment Of Dower

DANIEL HARTON SPATZ, SR. AND WIFE,
NONA SPATZ

To:

THE CITY OF CONWAY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That We, Daniel Harton Spatz, Sr. and Nona Spatz, his wife, (GRANTORS), for and in consideration of the sum of One Dollar, to us paid by the City of Conway, Arkansas, a City of the first class, (GRANTEE), cash in hand, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said GRANTEE, its successors and assigns, forever, a right of way and easement 20 feet wide on, over, across and under the following described lands, owned by us and situated in Faulkner County, Arkansas, to-wit:

Said 20 foot CATV, Electric, Water And Wastewater Easement shall be the North 20 feet on the following described property: Part of the SE ¼, Section 18, T5N, R14W, Faulkner County, Arkansas, more particularly described as commencing at the Southeast Corner of said SE ¼ and run North 89 degrees 41 minutes 19 seconds West along the South line of said SE ¼, 1305.36 feet to the point of beginning; thence continue North 89 degrees 41 minutes 19 seconds West, 662.49 feet; thence North 0 degrees 05 minutes 30 seconds East, 2562.65 feet to the South right-of-way of State Highway #60; thence along the South right-of-way of State Highway#60 as follows: South 85 degrees 09 minutes 07 seconds East, 124.06 feet; thence North 89 degrees 27 minutes 44 seconds East, 153.42 feet; thence North 88 degrees 08 minutes 07 seconds East, 350.66 feet; thence North 88 degrees 14 minutes 03 seconds East, 35.0 feet; thence leaving said right-of-way South 0degrees 05 minutes 30 seconds West, 2569.70 feet to the point of beginning. Containing 38.93 acres, more or less. (Also Known As Parcel ID 001-12368-002, Per Faulkner County Tax Assessor Records.)

Said right of way and easement shall be located upon and over such portion of the above described lands as has been agreed on by GRANTOR and GRANTEE.

It being understood and agreed that the said GRANTEE, or its successors or assigns, shall have the right to enter upon the above described lands at such time as it or they may deem proper to make such excavations and do such other work as it or they deem proper and necessary for the laying, relaying, maintaining, repairing, or replacing of utilities and appliances incident thereto, but it is expressly understood and agreed that the said GRANTEE, or its successors or assigns, shall be liable to the GRANTORS herein, or their heirs or assigns, for any and all damage that may be done in the prosecution of said work to any crops, fences or other improvements upon said lands, and that should it be necessary to disturb said

improvements upon said lands, the said GRANTEE shall rebuild same immediately in as good condition as same were before provided that GRANTEE is not responsible for any action that is caused by the actions of any other Party that is allowed to utilize the Easement.

TO HAVE AND TO HOLD the same unto the said GRANTEE, and unto its successors and assigns, forever, with full right of ingress and egress at all times in, upon, over or under and to said lands for the purposes aforesaid.

And for said sum we do further grant, sell and convey unto said GRANTEE, its successors and assigns for a term of six months from and after the start of construction on the herein described lands, a right of way and easement forty (40) feet wide on, over, across, through and under the aforesaid lands, for the purpose of providing a construction and work area for building and laying of utilities and that this right of way and easement shall be located upon and over such portion of the above described lands as has been or may hereafter be selected by the officers or agents of said GRANTEE.

And we, the GRANTORS, for and in consideration of said sum of money, do hereby release and relinquish unto the said GRANTEE(S) all our rights of dower, curtesy and homestead in and to the said right of way and easement.

WITNESS our hands and seals this ____ day of _____, 2011.

ACKNOWLEDGMENT

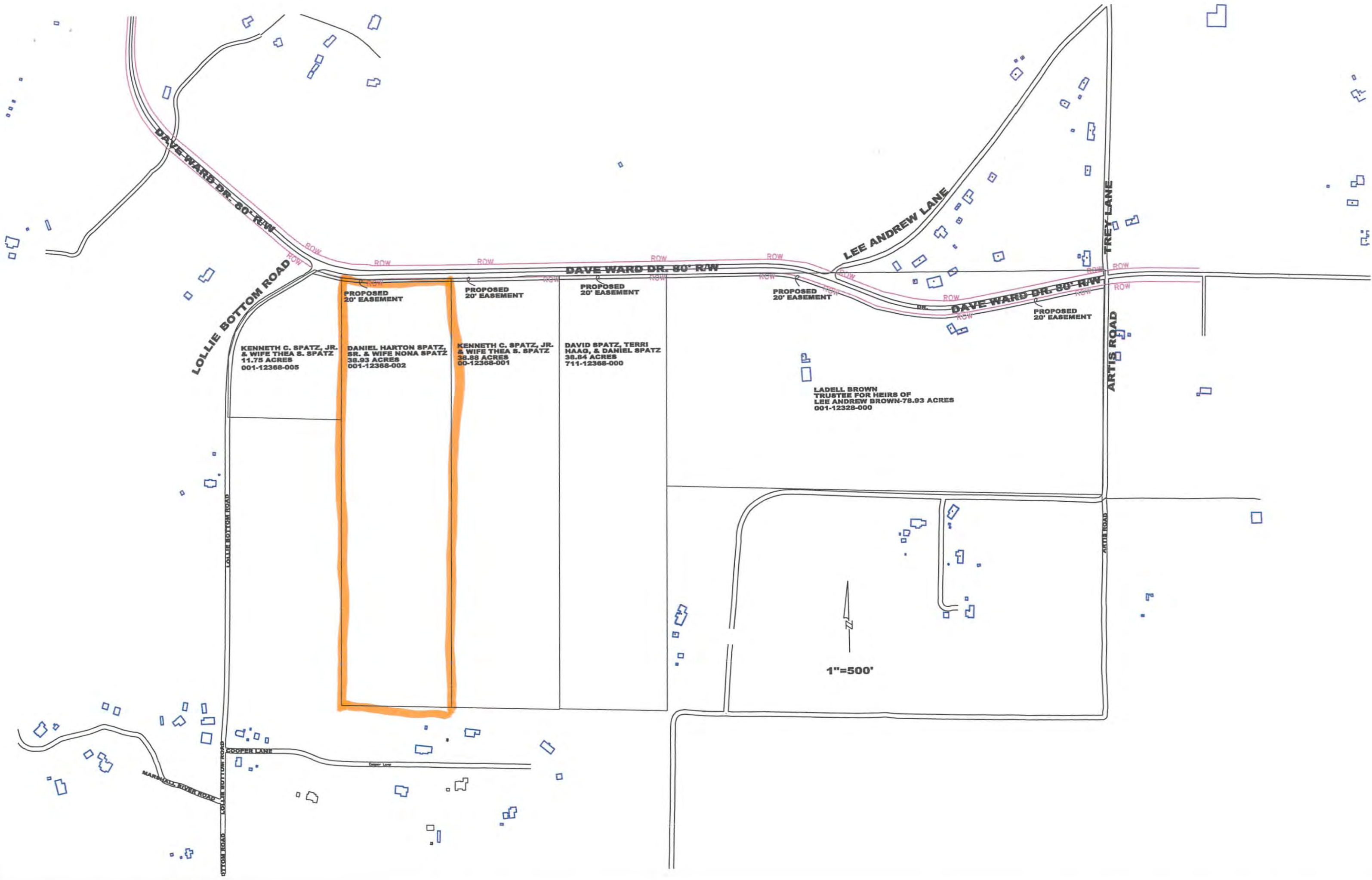
STATE OF ARKANSAS
County of Faulkner.

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Daniel Harton Spatz, Sr and Nona Spatz to me well known as the GRANTORS in the foregoing instrument, and acknowledged that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this ____ day of _____, 2011.

Notary Public

My Commission Expires:



DAVE WARD DR. 80' R/W

LOLLIE BOTTOM ROAD

KENNETH C. SPATZ, JR.
& WIFE THEA S. SPATZ
11.75 ACRES
001-12368-005

PROPOSED
20' EASEMENT

DANIEL HARTON SPATZ,
SR. & WIFE NONA SPATZ
38.93 ACRES
001-12368-002

PROPOSED
20' EASEMENT

KENNETH C. SPATZ, JR.
& WIFE THEA S. SPATZ
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PROPOSED
20' EASEMENT

DAVID SPATZ, TERRI
HAAG, & DANIEL SPATZ
38.84 ACRES
711-12368-000

PROPOSED
20' EASEMENT

LADELL BROWN
TRUSTEE FOR HEIRS OF
LEE ANDREW BROWN-78.93 ACRES
001-12328-000

LEE ANDREW LANE

DAVE WARD DR. 80' R/W

PROPOSED
20' EASEMENT

FREY LANE

ARTIS ROAD

1"=500'

MARKHAM RIVER ROAD

COOPER LANE

Essex Linn



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: August 2, 2011
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. 1515 Freyaldenhoven | \$167.02 |
| 2. 2235 Nature Trail Drive | \$184.33 |
| 3. 1415 Lincoln Street | \$2321.93 |

Please advise if you have any questions.



City of Conway, Arkansas
Resolution No. R-11-___

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 \$167.02 (plus a ten percent collection penalty and filing fee, 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 **August 9th, 2011** 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 9th day of August 2011.

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: August 1st, 2011

Re: 1515 Freyaldenhoven

- May 4th, 2011 – Warning Violation written by Ottie Cowgill regarding grass in back yard.
- Property Owners are listed as Trenie & Anthony Stanley.
- Certified and regulars letters were mailed to property owner at address listed on file on June 8th, 2011.
- This property is in foreclosure under Bank of America.
- Certified and regulars letters were sent to Bank of America Property Maintenance.
- Property was rechecked on June 17th, 2011 by Ottie Cowgill but no progress had been made.
- Property cleanup was sent over to Physical Plant for clean up on June 23rd, 2011.
- Final Cleanup finished on June 29th, 2011.
- Invoice for clean up and copy of final bill was sent to the property owners at address on file; included amount due, date and time of the City Council meeting.
- Invoice attach

If you have any questions please advise.

**CITY OF CONWAY
Code Enforcement**

1201 Oak Street
Conway, Arkansas 72032



Barbara McElroy
Code Enforcement Assistant
Phone 501-450-6191
Fax 501-450-6144

June 30, 2011

Bank of America Home Loans Inc
Att: CA6-919-01-41 Violations
400 Country Wide Way
Semi Valley, CA 93065

Signature Confirmation # 91 3408 2133 3932 0472 5261

**RE: Nuisance Abatement at 1515 Freyaldenhoven Lane, Conway AR
Cost of Clean-Up, Amount Due: \$167.02**

To whom it may concern;

Because you failed or refused to remove, abate or eliminate certain conditions on the aforementioned real property in the City of Conway, after having been given seven (7) days notice in writing to do so, the City of Conway was forced to undertake the cleanup of this property to bring it within compliance of the Conway Municipal Code.

The City of Conway is requesting payment for all costs expended in correcting said condition. If after thirty (30) days from the receipt of this letter notifying you of the cost to correct said condition, such payment has not been remitted to the City, the City has the authority to file a lien against real estate property for the cost expended after City Council approval.

At its **August 9th, 2011 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

1. Consideration of the cost of the clean-up of your real property.
2. Consideration of placing a lien on your real property for this amount.
3. Consideration of certifying this amount determined at the hearing, plus a ten percent (10%) penalty for collection, to the Tax Collector of Faulkner County to be placed on the tax books as delinquent taxes and collected accordingly.

None of these actions will be necessary if full payment is received before the meeting date. Please make check payable to the **City of Conway** and mail to **1201 Oak Street Conway Arkansas 72032** with the **attention to Barbara McElroy**. If you have any questions, please feel free to call me at 501-450-6191.

Sincerely,


Barbara McElroy

INVOICE

City of Conway Code Enforcement

DATE: JUNE 30, 2011

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

TO Bank of America Home Loans Inc
Att: CA6-919-01-41 Violations
400 Country Wide Way
Semi Valley, CA 93065

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

CODE ENFORCEMENT OFFICER	JOB	PAYMENT TERMS	DUE DATE
Ottie Cowgill	1515 Freyaldenhoven Lane	Due upon receipt	July 30 th , 2011

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Mowing	17.99	17.99
1	Mowing	13.75	13.75
1	Mowing	13.21	13.21
1	Mowing	10.02	10.02
1	Maintenance Fee	15.00	15.00
1	Administrative Fee (Barbara McElroy)	24.15	24.15
1	Administrative fee (Ottie Cowgill)	18.96	36.60
1	Administrative Fee (Glenn Berry)	21.70	21.72
2	Certified letter	6.85	13.70
2	Regular letter	.44	.88
SUBTOTAL			\$167.02
SALES TAX			
TOTAL			\$167.02

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: May 04 2011

Violator Name: Foreclosure Bank of America

Address of Violation: 1515 Freyaldenhoven

Violation Type: Grass

Warning #: 2887

Description of Violation and Actions Taken: On 5-4-11 a warning was issued for tall grass. The property is in foreclosure so letters were sent to Bank of America and property owners Trenie and Anthony Stanley. Property was checked on 6-17-11 and no progress had been made. Physical plant was contacted and clean up scheduled. Physical plant brought the property in to compliance and clean up was finished on 6-29 -11. This property has been a nuisance for several years and is never maintained properly. Pictures are on file and available upon request

Code Enforcement Officer: Oattie Cowgill

Officer Signature: _____



Date: 8-1-11

Time: 1500



**City of Conway, Arkansas
Resolution No. R-11- ____**

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 2235 Nature Trail 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 \$184.33 (plus a ten percent collection penalty and filing fee, 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 **August 9th, 2011** 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 9th day of August 2011.

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: August 1st, 2011

Re: 2235 Nature Trail

- May 31st, 2011 – Warning Violation written by Ottie Cowgill regarding grass.
- Property Owners are listed as Salvador & Irma Barragan.
- Certified and regulars letters were mailed to property owner at address listed on file on June 13th, 2011.
- Both letters came back with a forwarding address.
- Certified and regulars letters were sent to new address of 1804 Berry Place Conway Ar 72032 on June 15th, 2011.
- Property was rechecked on June 23rd, 2011 by Ottie Cowgill but no progress had been made.
- Property cleanup was sent over to Physical Plant for clean up on June 23rd, 2011.
- Final Cleanup finished on June 29th, 2011.
- Invoice for clean up and copy of final bill was sent to the property owners at address on file; included amount due, date and time of the City Council meeting.
- Invoice attach

If you have any questions please advise.

**CITY OF CONWAY
Code Enforcement**

1201 Oak Street
Conway, Arkansas 72032



Barbara McElroy
Code Enforcement Assistant
Phone 501-450-6191
Fax 501-450-6144

June 30, 2011

Salvador & Irma Barragan
1804 Berry Place Drive
Conway, AR 72032

Signature
Confirmation # 91 3408 2133 3932 0472 5254

**RE: Nuisance Abatement at 2235 Nature Trail Drive, Conway AR
Cost of Clean-Up, Amount Due: \$184.33**

Dear Mr. & Mrs. Barragan,

Because you failed or refused to remove, abate or eliminate certain conditions on the aforementioned real property in the City of Conway, after having been given seven (7) days notice in writing to do so, the City of Conway was forced to undertake the cleanup of this property to bring it within compliance of the Conway Municipal Code.

The City of Conway is requesting payment for all costs expended in correcting said condition. If after thirty (30) days from the receipt of this letter notifying you of the cost to correct said condition, such payment has not been remitted to the City, the City has the authority to file a lien against real estate property for the cost expended after City Council approval.

At its **August 9th, 2011 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

1. Consideration of the cost of the clean-up of your real property.
2. Consideration of placing a lien on your real property for this amount.
3. Consideration of certifying this amount determined at the hearing, plus a ten percent (10%) penalty for collection, to the Tax Collector of Faulkner County to be placed on the tax books as delinquent taxes and collected accordingly.

None of these actions will be necessary if full payment is received before the meeting date. Please make check payable to the **City of Conway** and mail to **1201 Oak Street Conway Arkansas 72032** with the **attention to Barbara McElroy**. If you have any questions, please feel free to call me at 501-450-6191.

Sincerely,


Barbara McElroy

INVOICE

City of Conway Code Enforcement

DATE: JUNE 30, 2011

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

TO Salvador & Irma Barragan
1804 Berry Place Drive
Conway, AR 72032

Description: Mowing/Clean up/Admin Fees
associated with the nuisance abatement at
1724 Robins

CODE ENFORCEMENT OFFICER	JOB	PAYMENT TERMS	DUE DATE
Ottie Cowgill	2235 Nature Trail	Due upon receipt	July 30 th , 2011

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Mowing	17.99	17.99
1	Mowing	13.75	13.75
1	Mowing	13.21	13.21
1	Mowing	10.02	10.02
1	Mowing	10.02	10.02
1	Maintenance Fee	15.00	15.00
1	Administrative Fee (Barbara McElroy)	24.15	24.15
1	Administrative fee (Ottie Cowgill)	18.96	36.60
1	Administrative Fee (Glenn Berry)	21.70	21.72
3	Certified letter	6.85	20.55
3	Regular letter	.44	1.32
SUBTOTAL			\$184.33
SALES TAX			
TOTAL			\$184.33

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: May 31, 2011

Violator Name: Salvador and Irma Barragan

Address of Violation: 2235 Nature trail

Violation Type: Grass

Warning #: 3180

Description of Violation and Actions Taken: On 5-31-2011 a warning was issued for tall grass. I checked the property on 6-8-11 and no progress had been made. On 6-13-2011 letters were sent and they were returned with a forwarding address. The letters were sent to the new address and notice was left on 6-15-11. I checked the property again on 6-23-11 and no progress had been made so clean up was scheduled. The physical plant brought the property back to compliance with city code. Pictures are on file and available upon request.

Code Enforcement Officer: Oattie Cowgill

Officer Signature: _____



Date: 8-1-11

Time: 1432 hrs



City of Conway, Arkansas
Resolution No. R-11-___

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 **1415 Lincoln Street** within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

WHEREAS, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount **\$2321.93** (plus a ten percent collection penalty and filing fee, 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 **August 9th, 2011** 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 9th day of August 2011.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

CITY OF CONWAY
Code Enforcement
1201 Oak Street
Conway, Arkansas 72032



Barbara McElroy
Code Enforcement Assistant
Phone 501-450-6191
Fax 501-450-6144

June 27, 2011

Doyle Fowler
2499 Decoto Road Apt. #211
Union City, CA 94587-000

Signature
Confirmation # 91 3408 2133 3932 0472 5186

RE: Nuisance Abatement at 1415 Lincoln Street, Conway AR
Cost of Clean-Up, Amount Due: \$2321.93

Dear Mr. Fowler,

Because you failed or refused to remove, abate or eliminate certain conditions on the aforementioned real property in the City of Conway, after having been given seven (7) days notice in writing to do so, the City of Conway was forced to undertake the cleanup of this property to bring it within compliance of the Conway Municipal Code.

The City of Conway is requesting payment for all costs expended in correcting said condition. If after thirty (30) days from the receipt of this letter notifying you of the cost to correct said condition, such payment has not been remitted to the City, the City has the authority to file a lien against real estate property for the cost expended after City Council approval.

At its **August 9th, 2011 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

1. Consideration of the cost of the clean-up of your real property.
2. Consideration of placing a lien on your real property for this amount.
3. Consideration of certifying this amount determined at the hearing, plus a ten percent (10%) penalty for collection, to the Tax Collector of Faulkner County to be placed on the tax books as delinquent taxes and collected accordingly.

None of these actions will be necessary if full payment is received before the meeting date. Please make check payable to the **City of Conway** and mail to **1201 Oak Street Conway Arkansas 72032** with the **attention** to **Barbara McElroy**. If you have any questions, please feel free to call me at 501-450-6191.

Sincerely,


Barbara McElroy

INVOICE

City of Conway
Code Enforcement

DATE: JUNE 27, 2011

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

TO Doyle Fowler
2499 Decoto Road Apt. #211
Union City, CA 94587-000

Description: Mowing/Clean up/Admin Fees
associated with the nuisance abatement at
1415 Lincoln Street

CODE ENFORCEMENT OFFICER	JOB	PAYMENT TERMS	DUE DATE
Ottie Cowgill	1415 Lincoln Street	Due upon receipt	July 27 th , 2011

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Demolition Fee	2200.00	2200.00
1	Administrative Fee (Barbara McElroy)	24.15	24.15
2	Administrative fee (Ottie Cowgill)	18.96	37.92
	Legal Notice	30.70	30.70
4	Certified letter	6.85	27.40
4	Regular letter	.44	1.76
SUBTOTAL			\$2321.93
SALES TAX			
TOTAL			\$2321.93

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: Dec. 1, 2010

Violator Name: Maggie Fowler

Address of Violation: 1415 Lincoln

Violation Type: Dilapidated Structure

Warning #: 2193

Description of Violation and Actions Taken: Acting on a complaint, I drove to 1415 Lincoln in reference to a dilapidated structure. When I arrived I noticed the carport was not structurally sound. Part of the carport had fallen in and other areas were weak. The roof line on the front portion of the house was bowed in and appeared weak. The back of the house had a busted window and part of the fascia and siding was rotten. On the south side of the house I looked in a window and saw holes in the roof with insulation hanging down. The interior of the house was exposed to the elements and was in disrepair. On 12-01-10 letters were sent via certified and regular mail. On 12-06-10 the certified letter was signed for by D. Fowler. I checked the property again on 1-1-11 and no progress had been made. Barb Mcelroy made contact with Mr. Fowler and she noted that Mr. Fowler stated he was trying to sell it. There was no for sale sign in the yard. Mr. Fowler was given till the end of January to come up with a plan of action. On 1-31-11 the property was checked and no progress had been made. The property was scheduled to go before council. Pictures were taken and are available upon request.

Code Enforcement Officer: Ottie R. Cowgill

Officer Signature: Ottie R. Cowgill

Date: 2-7-11

Time: 1510 hrs.



City of Conway, Arkansas Agreement for Testing Services of**Traffic Lights Conflict Monitors****Effective Date: August 1, 2011**

This agreement for testing services ("Agreement") is entered into as of the effective date specified above, between Charlie Bocksnick (Bocksnick) and the City of Conway. Bocksnick and the City of Conway are hereinafter sometimes referred to individually as a "party" and collectively as the "Parties".

1 Scope of Services: Bocksnick agrees to provide, pursuant to the terms and conditions of this agreement, the services of its Professional Services of testing traffic light conflict monitors and performing preventative maintenance at each of the traffic light monitors. The testing will be performed on PMCT-200 testing unit and provide the City of Conway with a certification of each tested monitor. All tested units, will be returned to the City of Conway via insured United States mail or Conway Courier Service. Units in need of repair will be returned to the factory by the City of Conway staff. If Bocksnick detects any problem which requires parts, Bocksnick will solve problems with available parts. If additional parts are required, Bocksnick will contact Ronnie Hall or Alan Alvey and either can review for approval and make any required changes or corrections.

2 Independent Contractor: Bocksnick agrees and represents that it is an independent contractor and its personnel are not employees or agents of the City of Conway for federal tax purposes or any other purposes whatsoever and are not entitled to any of the City of Conway employee benefits. Bocksnick assumes sole and full responsibility for the acts of its employees and agents. Bocksnick is solely responsible for the compensation of Bocksnick employees assigned to perform services hereunder and payment of worker's compensation, disability and other similar insurance, and for withholding income and other taxes and social security.

3 Terms of Payment: Bocksnick will be paid \$50.00 for each monitor tested and for which a certification is provided. Bocksnick will invoice the City of Conway monthly and the City of Conway will submit payment to Bocksnick within ten days of the invoice. In addition, Bocksnick will be paid \$50.00 per hour for checking all detection, load switches, flasher operations and timing operations as part of a preventive maintenance' program at each cabinet including checking wire terminals on the backpanel, cleaning the cabinets and checking air filters.

4 Warranties: Bocksnick warrants that (I) has the authority to enter in this Agreement and perform services hereunder and that its obligations are not in conflict with any other obligations; (II) each Bocksnick employee has the proper skills, training, or background necessary to accomplish their assigned tasks and (III) all services will be performed in a competent and professional manner.

5 Term: This agreement shall commence as of the effective date and shall continue in full force and effect for one year beginning August 1, 2011 and ending August 31st 2012. This contract will be renewed on a yearly basis; however can be canceled 30 days in advance by Bocksnick or the City of Conway.

6 Indemnity: Each party shall indemnify and hold the other Party harmless from and against any and all expenses, cost and liability for damage to property or injury or death of any person or persons arising out of or resulting from the willful acts or negligence of such party, its agents and employees.

7 Insurance: Each party agrees to procure and maintain at its own expense, for the term covered by this agreement, appropriate public liability insurance provided by a reputable and financially responsible insurance

company to provide appropriate self insurance which shall safeguard the other party, and as its interests may appear Bocksnick is engaged in the performance of services relating to this Agreement. Bocksnick agrees to furnish satisfactorily evidence of such insurance prior to payment of the first invoice.

8 Excusable Delay: Neither party shall be liable for any delay or failure to perform due to cause beyond its control and without negligence.

9 Advertising and Publicity: Neither party shall use the other party's name in an advertising or publicity release without the party's written approval.

10 Assignment: Bocksnick shall assign, delegate or transfer any its right or obligations hereunder without the prior written consent of the City of Conway.

11 Notices: All notices shall be in writing and delivered personally or properly mailed, first class mail, postage prepaid to:

Bocksnick at Charles Bocksnick
P.O. Box 5505
Jacksonville, AR 72078

The City of Conway
Street Department
1201 Oak Street
Conway, AR 72032

Or such other address or addresses as either party may designate by written notice. Any such notice shall be deemed given on the date delivered or place in the mails as specified.

12 Waiver: No failure or delay (in whole or in part) on the part of either party to exercise any right or remedy hereunder shall impair such right or remedy, or operate as a waiver thereof, or affect any other right or remedy hereunder. All rights remedies hereunder are cumulative and are not exclusive of any other rights or remedies provided hereunder or by law.

13 Headings: Headings are for reference only and are not intended to affect the meaning of any terms.

14 Invalid Provisions: If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall continue unimpaired.

15 Governing Law and Interpretation: This agreement shall be constructed and enforced under the laws of the State of Arkansas without regard for the conflict of laws provisions thereof.

16 Dispute Resolution: Venue and Jurisdiction: The parties agree to use their best efforts to resolve any disputes that may arise out of operation of this Agreement amicable to avoid the expenses of litigation. In the event a situation arises where the parties are unable to resolve a disputed issue, then the parties shall pursue non-binding mediation. The parties agree, in good faith, to commit the resources necessary to mediate the matter in accordance with procedures to be established by the mediator. The mediator shall be chosen by agreement of the parties and the expenses shared equally. The parties further agree that all actions or proceeding arising directly or indirectly from this Agreement shall be commenced and litigated only in the Circuit Court of Faulkner County,

Arkansas. The parties hereby expressly consent to the jurisdiction over them of the above listed courts, in all actions or proceeding arising directly or indirectly from this agreement.

17 Entire Agreement: This agreement, together with Work Orders hereto, contains the entire agreement between parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises whether written or oral.

Done as of the effective date written above by:

City of Conway

Mayor Tab Townsell

Bocksnick

Charlie Bocksnick
Principal Attest

Attest:

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Ordinance No. O-11- ____**

AN ORDINANCE APPROPRIATING FUNDS FOR THE FARRIS ROAD IMPROVEMENTS (BRUCE STREET TO DAVE WARD DRIVE) AND FOR THE MUSEUM ROAD IMPROVEMENTS (SIEBENMORGAN TO LOWER RIDGE); AND FOR OTHER PURPOSES:

WHEREAS, The City of Conway Street Department request funds be appropriated for Street Improvement Projects Farris Road (Bruce Street to Dave Ward Drive) and Museum Road (Siebenmorgan to Lower Ridge); and

WHEREAS, The source of funding from these projects is provided by Street Impact Fees. \$1,522,791 will be appropriated from the Street Impact Fee Fund Balance Appropriation Account (651.201.4900) into the Street Impact Fee Fund Construction in Progress Account (651.201.5905) and then allocated as follows; \$1,222,791 into project management code 651001-B, for Farris Road Improvements and \$300,000 into project management code 651001-A, for Museum Road Improvements.

WHEREAS, the contract for the Farris Road project was awarded, by Council, to Paladino – Nash on June 14, 2011.

WHEREAS, the contract for the Museum Road project was awarded, by Council, to J's Construction on July 13, 2010.

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

SECTION 1. The City of Conway shall appropriate \$1,522,791 from the Street Impact Fee Fund Balance Appropriation Account (651.201.4900), into the Street Impact Fee Fund Construction in Progress Account (651.201.5905) - for Farris Road and Museum Road Improvements.

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

PASSED this 9th day of August, 2011.

Approved:

Mayor Tab Townsell

Attest:

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



**City of Conway, Arkansas
Ordinance No. O-11- ____**

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 a grant in the amount of \$2,475 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, historic district homeowner brochures, historic walking tour brochures, and a “Save Your Wood Windows” workshop;

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 11-CLG-02 with the Arkansas Historic Preservation Program and shall accept grant proceeds into account 399.000.4751 from the AHPP in the amount of \$2,475 for Historic District Commission/Staff training, historic district homeowner brochures, historic walking tour brochures, and a “Save Your Wood Windows” workshop into the 399.105.5799 grant expense account. The City of Conway Project Management number is 399105-C.

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

PASSED this 9th day of July, 2011.

Approved:

Mayor Tab Townsell

Attest:

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

THE LAW FIRM OF

NEALE & NEWMAN[®] L.L.P.*Legal Services Since 1903*

JERRY L. REDFERN
 J. RICHARD OWENSBY
 PAUL G. WHITE
 RICHARD L. SCHNAKE
 KEVIN HAYS DUNAWAY
 BRIAN K. ASBERRY
 MICHAEL J. DEARMON*
 DWAYNE A. FULK
 CHRISTIAAN D. HORTON
 DANIEL K. WOOTEN*
 MARK L. McQUEARY
 PATRICK J. FLATTER
 JUDSON B. POPPEN**
 JEFFREY C. GOODNIGHT
 DOUGLAS A. PARKER
 ALISON KELLY GEORGE
 BRITTON D. JOBE
 AMANDA M. DUMEY

ONE CORPORATE CENTRE, SUITE 1-130
 1949 EAST SUNSHINE
 POST OFFICE BOX 10327
 SPRINGFIELD, MISSOURI 65808-0327

TELEPHONE: (417) 882-9090
 FAX: (417) 882-2529 / (417) 882-4988
 WEB SITE: WWW.NNLAW.COM

WRITER'S EMAIL ADDRESS: adumey@nnlaw.com
 WRITER'S AFTER-HOURS TELEPHONE EXTENSION: 118

BEN M. NEALE (1878-1966)
 CHARLES F. NEWMAN (1880-1968)
 JEAN PAUL BRADSHAW (1906-1970)
 FLAVIUS B. FREEMAN (1911-1965)
 PAUL L. BRADSHAW (1930-1966)

RETIRED:
 THOM G. FIELD

OF COUNSEL:
 ANNE SALLEE MASON

*ALSO ADMITTED IN OKLAHOMA
 **ALSO ADMITTED IN ARKANSAS
 ***ALSO ADMITTED IN KANSAS

July 29, 2011

Via Facsimile (501) 513-3504

Mr. Lynn Hicks, CBO

Building Official/Assistant Director of Permits, Inspection & Code Enforcement

1201 Oak Street

Conway, AR 72032

Re: *Conway Shoe Store Building*
Our File No: 03879.10

Dear Mr. Hicks:

As you know, this firm has the privilege of representing Mr. Randy Dryer in legal matters. Thank you for speaking with me on the telephone earlier this week regarding the Conway Shoe Store building. After speaking with my client about this issue, we believe that we can work together with the City to take care of the concerns about this building.

First, you should know that my client is in agreement that the building needs to come down. We prefer, and I think the City would prefer, that Mr. Dryer be the one to take the building down. Our chief concern, however, just like the City's, is how to accomplish this safely and without doing damage to the buildings at 910 and 908 Front Street.

It is our understanding that the City has hired the Paullus Structural Consultants to inspect the Conway Shoe Store building and provide a report on shoring and demolition recommendations. Per our conversation, this report is supposed to be submitted to the City by August 2, 2011. I would ask that you provide me with a copy of the report. It is our plan to take this report and present it to demolition contractors so that we can obtain bids.

We understand that the timeline for taking this building down is pretty tight. You mentioned to me that the 30-day timeline for my client to take action following the City's condemnation of the building runs out on August 7, 2011. This date, however, may have some flexibility as the City does not yet have the Paullus Structural Consultants report, which needs to be completed before anyone will know exactly what will need to be done to safely tear down the building. Moreover, my client has also brought it to my attention that he believes that he has not yet been served with the condemnation, which might also affect the August 7, 2011 deadline.

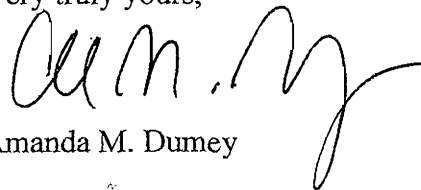
Mr. Lynn Hicks
July 29, 2011
Page 2

Based upon the foregoing, we respectfully request that the City grant us two (2) weeks after we receive the Paullus report for which to solicit bids from licensed contractors and to enter into a contract with one of the contractors for the demolition of the building. To this end, my client is willing to allow you to approve the contractor and the contract to take down the building, including the start date, with the caveat that consent for any contractor will not be unreasonably withheld. It is our understanding that the City was preparing to solicit bids for the demolition. It would be very helpful if you could provide my client a list of the contractors that the City was planning to contact so we can use the list as a starting point for soliciting his own bids.

We believe that this is a reasonable solution to this problem. The only problem that we foresee is that if the Paullus report indicates that the buildings located at 910 and 908 Front Street need to be stabilized by their owners, this would have to occur before we could start the demolition. On another note, my client also tells me that there are several city electric meters located on the back of the building that will need to be taken down before any contractor can begin work. Nonetheless, these issues would need to be resolved no matter who takes responsibility for the demolition.

My client truly wants to work with the City to resolve this matter. My client understands that this is now a safety issue, and we are confident that we can work together with the City to eliminate this problem. Thank you again for taking the time out of your day to speak with me about this matter. I look forward to working with you to address the City's and my client's concerns about the building. If you have any questions or concerns, please do not hesitate to contact me.

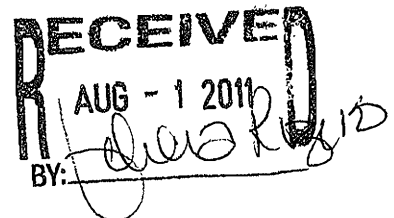
Very truly yours,



Amanda M. Dumey

AMD:jmc

cc: Mr. Brian Patrick, Director of Planning and Development
Mayor Tab Townsell
Mr. Mike Murphy, City Attorney





City of Conway, Arkansas
Ordinance No. O-11- _____

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

WHEREAS, the Conway Police Department needs approximately \$5,410 to purchase and/or pay for items and services such as: LED monitor and computer for patrol briefing room; digital cameras; and assistance to Drug and Teen court and;

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

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

Section 1. The City of Conway shall appropriate the following funds from the Asset Forfeiture Fund Balance Appropriation account 250-121-4900, into the following Asset Forfeiture Law Enforcement expenditure accounts:

250.121.5610	Office Supplies	\$ 800
250.121.5799	Misc. Expenses	\$2,000
250.121.5930	Capital Computers	\$2,607

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

Passed this 9th day of August, 2011.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

MEMORANDUM

TO: City Council Members/Mayor Tab Townsell

FROM: Chief A.J. Gary

DATE: July 28, 2011

SUBJECT: Acceptance of Bids

Bids were opened June 1, 2011 for a fuel card system; the following bids were received:

- Coulson Oil Co.
- US Bank Voyager Fleet Card

Both companies met the bid specifications; however, it is my recommendation that the Council accept the bid from Coulson Oil Company due to the fact that they offer an additional .02 cent rebate when 6000 gallons of fuel is used per month.

Thank you for your consideration.



**City of Conway, Arkansas
Ordinance No. O-11-__**

**AN ORDINANCE AUTHORIZING A CHANGE IN STAFFING LEVELS FOR THE FINANCE
DEPARTMENT; AND FOR OTHER PURPOSES:**

WHEREAS, the Finance Department staffing includes a Part Time Payroll Officer II; and

WHEREAS, the employee holding the position of Part Time Payroll Accountant has notified the CFO of resignation as of October 15, 2011; and

WHEREAS, the Finance Department would benefit by reallocating duties and thus reclassifying the Part Time Payroll position to an Accounting Manager position that would supervise and perform payroll, purchasing, and budget responsibilities; and

WHEREAS, the financial impact of this change can be absorbed by the department's 2011 budget previously approved by City Council and therefore no current budget adjustment is warranted for the remainder of the 2011 budget year; and

WHEREAS, this change will provide needed back up in the critical areas of payroll, budget and general accounting review;

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

SECTION 1. The authorized positions in the City of Conway Finance Department are changed to reflect the following position reclassifications; one (1) full time Budget Analyst II position to one (1) Accounting Manager Position; one (1) part time Payroll Officer II to one (1) Payroll Officer I/Budget Analyst I position.

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

PASSED this 9th day of August 2011.

Approved:

Mayor Tab Townsell

Attest:

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