City of Conway - City Council Meeting
www.cityofconway.org
Tuesday, May 22nd, 2012 @ 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: Mayor Tab Townsell
Roll Call: Michael O. Garrett, City Clerk/Treasurer
Minutes: May 8th, 2012 City Council Meeting
Announcements/Proclamations/Recognitions: Employee Service Awards

1. Report of Standing Committees:

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

      1. Resolution setting a public hearing to discuss changing the name of Ridge Road to Pike Ridge.
      2. Resolution setting a public hearing to discuss the closing of a 10 foot utility easement located in the Conway Marketplace East Phase 2.
      3. Consideration to accept nominations for the Advertising and Promotion Commission.
      4. Consideration to enter into an easement agreement with The Village of Hendrix for property referred to as the Watershed.
      5. Ordinance authorizing the issuance and sale of franchise fee revenue refunding bonds Series 2012 by the City of Conway.

   B. Public Services Committee (Sanitation, Parks & Recreation & Physical Plant)

      1. Ordinance appropriating insurance proceeds to the Conway Sanitation Department.
      2. Consideration to accept bids for (2) 2012 Commercial Front Load Refuse Truck & (2) 2012 Commercial Rear Load Refuse Truck for the Conway Sanitation Department.

New Business

1. Consideration of a request by the Hearts on Fire to paint Engine 10 for promotional purposes to raise awareness of cancer.
2. Consideration of a request by Cresthaven Property Owner’s Association to use the excess Water District Improvement #10 funds for improvements to Mill Pond Road.
3. Ordinance adopting and requiring an event permit application for special events to be held on City of Conway Property and utilizing city personnel/resources.

Adjournment
City of Conway, Arkansas
Resolution No. R-12-____

A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS RENAMING RIDGE ROAD TO PIKE RIDGE IN THE CITY LIMITS OF THE CITY OF CONWAY.

WHEREAS, the City Council of the City of Conway, Arkansas has been petitioned by Jack Pike to rename Ridge Road to Pike Ridge; and

WHEREAS, the City shall set a date and time for a hearing before the City Council for consideration of this street name change.

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

1. That the City Council shall conduct a public hearing at its regular meeting to be held at District Court, 810 Parkway Street, Conway, Arkansas, on the June 12th, 2012 @ 6:30pm.

2. That the City Clerk is hereby directed to publish notice of the hearing for the time and in the manner prescribed by law.

PASSED this 22nd day of May, 2012.

Approved:

_________________________
Mayor Tab Townsell

Attest:

_________________________
Michael O. Garrett
City Clerk/Treasurer

WHEREAS, a petition has been filed with the City Council of the City of Conway, Arkansas by Mitch Hart for HartLand Development Company to abandon an easement located in the Conway Marketplace East Phase 2 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 the Russell L. “Jack” Roberts District Court Building, 810 Parkway Street, Conway, Arkansas, on June 12th, 2012 at 6:30 p.m.

2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the manner prescribed by law.

PASSED this 22nd day of May, 2012.

Approved:

____________________________
Mayor Tab Townsell

Attest:

____________________________
Michael O. Garrett
City Clerk/Treasurer
Memo:

To: Mayor Tab Townsell
CC: City Council Members
    Barbara Money, A&P Commission

From: Felicia Rogers
Date: May 18th, 2012
Re: A&P Commission Board Nominations

Nominations were advertised for two open positions on the Advertising and Promotion Commission and the board has selected the following:

- Ray Kordsmeier (At Large Position)
- Mike Kraft (Tourism Industry Position)

Each term will be four years.

Please advise if you have any questions.
City of Conway
www.cityofconway.org
Board/Commission Nomination Form:

Date: 3/30/2012

Board applying for: (One board per form)

Advertising & Promotion Commission

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

Person Nominated: Ray Kuchemer
Address: 1 Berford Conway, City, State, Zip Conway, AR 72034
Phone/Home: 501 329-5554 Work: 501 329-3816

Person making nomination: ____________________________________________
Address: ____________________________________________________________
Phone/Home: __________________________________ Work: _______________

Please send to: Michael O. Garrett
City Clerk/Treasurer
1201 Oak Street
Conway, AR 72032
(501) 450-6100
(501) 450-6145 (f)
Please provide the following information for consideration to a City of Conway Board/Commission. List community/civic activities. Indicate activities in which you (or your nominee) are or have been involved.

Chamber of Commerce Post Chairman, Rotary Post Chairman, Conway Regional Hospital Board Post Chairman, Civil Service Board Post Chairman, Public Facilities Board, Natural Chairman, Advertising & Promotion Board, Current Vice Chairman

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

I think Conway is a great place to live and want to continue to be a part of the city’s growth and prosperity

What contributions do you hope to make?
Involved in the community, well known and accessible
To a large leadership group of people, have good business and marketing skills

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

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

Age: 60  Sex: M  Race: C
Occupation: Owner of Furniture Ward 3
Email Address: Kore-A-Mere Furniture Conway Corp. MRT

Signature of Applicant or Nominator  Date
Date: 3/31/12

**Board applying for:** (One board per form)

**A & P Commission**

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

**Person Nominated:** Mike Kraft
**Address:** 4 Summerfield City, State, Zip Conway, AR 72034
**Phone/Home:** 501-269-5233  Work: 501-329-7278

**Person making nomination:** Mike Kraft
**Address:** 4 Summerfield
**Phone/Home:** 501-269-5233  Work: 501-329-7278

Please send to: Michael O. Garrett
City Clerk/Treasurer
1201 Oak Street
Conway, AR 72032
(501) 450-6100
(501) 450-6145 (f)
Please provide the following information for consideration to a City of Conway Board/Commission. List community/civic activities. Indicate activities in which you (or your nominee) are or have been involved.

member ATHA, member downtown Partnership, member Chamber, member Grace United Methodist, Board United Way.

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

I enjoy serving the board presently. I enjoy serving the community & seeing the results of the investment of the community by way of taxes. I believe the increases we have in A&P taxes are related to the events the money is allocated to.

What contributions do you hope to make?
I hope my experience will help us to continue to spend our money wisely and continue revenue increases as we expand the arts for a highly cultural environment.

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

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

Age: 39  Sex: M  Race: W
Occupation: Restaurant Owner  Ward: 3
Email Address: mkmikesplace@yahoo.com

Signature of Applicant or Nominator  Date: 3/1/12
EASEMENT AGREEMENT

KNOW ALL BY THESE PRESENTS:

This Easement Agreement is executed and entered into by and between The Village at Hendrix, LLC, an Arkansas limited liability company ("Grantor"), 1600 Washington Avenue, Conway, Arkansas 72032, and the City of Conway, Arkansas, a city of the first class ("Grantee"), 1201 Oak Street, Conway, Arkansas 72032 effective as of ________________, 2012 (the "Effective Date").

RECITALS:

A. Grantor is the owner of a parcel of land situated in the City of Conway, Arkansas known as the "Watershed" on which is located various streams, trails, walking paths and other natural features. The Watershed is more particularly described on Exhibit A attached hereto.

B. Grantor has agreed to grant and convey to Grantee for the benefit and use of the public, the perpetual right to enter onto the Watershed and use the walking paths, footbridges and similar improvements intended for public use, subject to the terms and conditions hereof.

NOW, THEREFORE:

Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee, for the use and benefit of the public, and unto its successors and assigns forever, a non-exclusive easement and right-of-way over and across the Watershed for the sole purpose of pedestrian and bicycle access, ingress and egress.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, subject to the following terms and conditions:

1. The Watershed is designed for use primarily as an undisturbed natural area. In order to preserve that design and purpose, access to the Watershed is
intentionally limited to the constructed trails, bridges, benches and seating areas within
the Watershed (the “Public Use Areas”). Grantee’s and the public’s right to access and
use the Watershed is hereby limited to the Public Use Areas, as they currently exist or
as they may be modified in the future, and for no other areas within the Watershed.

2. Grantee and the public shall have the right to use the Watershed only for
the purposes expressed herein and shall not have the right to permit others, either
directly or indirectly, to use said right of way for any other purpose without having
obtained the prior written consent of Grantor.

3. Grantor, its successors and assigns shall continue to have the full and free
use of the Watershed so long as it does not unreasonably interfere with the rights
granted under this instrument.

4. Grantor, its successors and assigns, reserves the right to create, post and
enforce reasonable rules and regulations concerning the use of the Watershed and
Public Use Areas, including without limitation hours of use.

5. Grantor, its successors and assigns, further reserves the right to (i) close,
temporarily or seasonally, any or all of the Public Use Areas for maintenance, upkeep or
modification, or for the preservation or protection of the Public Use Areas, the
Watershed, or the wildlife or vegetation located on it; (ii) cease maintenance of or
permanently close portions of the Public Use Areas that, in Grantor’s reasonable
judgment, are not adequately or properly used or are reasonably determined by Grantor
to be unsafe or dangerous for use by the public; or (iii) relocate any or all of the Public
Use Areas.

6. The Watershed is subject to (i) certain use restrictions set forth in the
Notice of Deed Restriction dated as of August 25, 2010, and recorded in the Faulkner
County, Arkansas real estate records as Document No. 2010-16626 (the “Deed
Restriction”), and (ii) the Easement Agreement (Springing) by and between Grantor and
Grantee dated as of January 25, 2012 and recorded in the Faulkner County, Arkansas
real estate records as Document No. 2012-7184 (the “Springing Easement”). All use of
the Watershed and the Public Use Areas thereon shall be in accordance with the Deed
Restriction and the Springing Easement, along with any other matters of record.

7. By acceptance of the rights granted pursuant to this Easement, Grantee
acknowledges the grant of the easement for the use and benefit of the public and that
the rights of the general public to use the Watershed arise only through the rights
conveyed to Grantee by this instrument. To any and all lawful extent, Grantor shall
have available to it and may exercise the defense of sovereign immunity that would
otherwise be available to Grantee if Grantee held title to the Watershed and made it
available to the public for use as set forth herein.

[SIGNATURES FOLLOW ON IMMEDIATELY SUCCEEDING PAGE]
In Witness Whereof, this instrument is executed to be effective as of as of the Effective Date.

The Village at Hendrix, LLC

By: Ward Davis, Chief Executive Officer

STATE OF ARKANSAS

COUNTY OF Perry

On this 14th day of May, 2012, before me, a Notary Public duly commissioned, qualified and acting within and for the jurisdiction aforesaid appeared in person the within named Ward Davis, to me personally well known, who stated that he is the Chief Executive Officer of The Village at Hendrix, LLC, a limited liability company, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

7/20/2017

[SIGNATURES CONTINUED]
In Witness Whereof, this instrument is executed to be effective as of the Effective Date.

City of Conway, Arkansas

By: ________________________________
    Tab Townsell, Mayor

ATTEST:

_______________________________
     City Clerk

STATE OF ARKANSAS

ACKNOWLEDGMENT

On this _____ day of ______________________, 2012, before me, a Notary Public duly commissioned, qualified and acting within and for the jurisdiction aforesaid appeared in person the within named Tab Townsell and ______________________, to me personally well known, who stated that they are the Mayor and _____ City Clerk, respectively, of City of Conway, Arkansas, a city of the first class, and were duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said city, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal.

_______________________________
     Notary Public

My Commission Expires:
EXHIBIT A

(Watershed)

A TRACT OF LAND LYING IN A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 14 WEST, AND ALSO LYING IN A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 13 WEST, ALL IN FAULKNER COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE A TRACT OF LAND LYING IN A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 14 WEST, AND ALSO LYING IN A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 13 WEST, EAST 87.00 FEET; THENCE NORTH 37°03'34" WEST 27.28 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SOUTHWESTERN ENERGY DRIVE, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DOCUMENT NO. 2009-15422 FILED AUGUST 14, 2009 IN THE FAULKNER COUNTY CIRCUIT CLERK'S OFFICE; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID SOUTHWESTERN ENERGY DRIVE AND ALONG SOUTH LINE OF SAID DOCUMENT THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: 1) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 56.00 FEET THROUGH A CENTRAL ANGLE OF 35°54'46" AN ARC LENGTH OF 35.10 FEET AND HAVING A CHORD WHICH BEARS SOUTH 71°51'44" EAST 34.53 FEET FROM THE LAST SAID POINT, 2) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 116.63 FEET THROUGH A CENTRAL ANGLE OF 00°45'09" AN ARC LENGTH OF 153.17 FEET AND HAVING A CHORD WHICH BEARS NORTH 40°22'42" WEST 153.17 FEET FROM THE LAST SAID POINT; THENCE NORTH 89°04'38" WEST 30.46 FEET TO THE POINT OF BEGINNING. CONTAINING 17.38 ACRES, MORE OR LESS.
City of Conway, Arkansas
Ordinance No. O-12-______

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED $4,500,000 OF FRANCHISE FEE REVENUE REFUNDING BONDS, SERIES 2012, BY THE CITY OF CONWAY, ARKANSAS FOR THE PURPOSE OF REFUNDING THE CITY’S OUTSTANDING FRANCHISE FEE REVENUE IMPROVEMENT BONDS, SERIES 2006; AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST SUPPLEMENTAL TRUST INDENTURE PURSUANT TO WHICH THE SERIES 2012 BONDS WILL BE ISSUED AND SECURED; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT PURSUANT TO WHICH THE SERIES 2012 BONDS WILL BE OFFERED; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF THE SERIES 2012 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Conway, Arkansas (the “City”) is authorized and empowered under the provisions of the Constitution and laws of the State of Arkansas, including particularly Amendment 65 and Arkansas Code Annotated Sections 14-164-401 et seq. (1998 Repl. & Supp. 2011) (as from time to time amended, the “Act”) to issue and sell its revenue bonds for the purpose of financing “capital improvements” (as defined in the Act); and

WHEREAS, pursuant to the authority of Amendment 65 and the Act, the City has previously issued its Franchise Fee Revenue Improvement Bonds, Series 2006 (the “Series 2006 Bonds”), presently outstanding in the aggregate principal amount of $4,400,000, for the purpose of financing the costs of acquiring, constructing, extending and equipping certain improvements to the City’s wastewater and electric systems and certain roadway infrastructure and related improvements within the City’s Meadows Industrial Park or Guy Murphy Industrial Park; and

WHEREAS, as authorized under the provisions of Amendment 65 and the Act, the City has now determined to issue and sell its Franchise Fee Revenue Refunding Bonds, Series 2012, in the principal amount of not to exceed $4,500,000 (the “Series 2012 Bonds”), for the purpose of redeeming all of the outstanding Series 2006 Bonds, such Series 2012 Bonds to be secured by and payable solely from municipal franchise fees charged and collected by the City; and

WHEREAS, the City has determined to issue and secure the Series 2012 Bonds pursuant to a First Supplemental Trust Indenture (the “First Supplemental Trust Indenture”), by and between the City and Community First Trust Company, as trustee (the “Trustee”), a form of which has been presented to and is before this meeting; and

WHEREAS, the City has made arrangements for the sale of the Series 2012 Bonds to Stephens Inc. and Crews & Associates, Inc. (the “Underwriters”), pursuant to the terms of a Bond Purchase Agreement between the City and the Underwriters (the “Bond Purchase Agreement”) in substantially the form presented to and before this meeting;

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

Section 1. The City Council hereby finds and declares that the current refunding of the Series 2006 Bonds is in the best interests of the City due to the reduction of the interest expense relating to the indebtedness represented by the Series 2006 Bonds.
Section 2. Under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment 65 to the Constitution of the State of Arkansas and the Act, there is hereby authorized the issuance of bonds of the City to be designated as “Franchise Fee Revenue Refunding Bonds, Series 2012” (the “Series 2012 Bonds”). The Series 2012 Bonds shall be issued in the original aggregate principal amount of not to exceed Four Million Five Hundred Thousand Dollars ($4,500,000), and shall mature not later than December 1, 2030, in the principal amounts and bearing interest at the rates specified in the Bond Purchase Agreement. In no event shall the true interest cost relating to the Series 2012 Bonds exceed 4.00% per annum. The proceeds of the Series 2012 Bonds will be utilized, along with other available moneys, to effect a current refunding of the Series 2006 Bonds, to fund a debt service reserve, and to pay printing, underwriting, legal and other expenses incidental to the issuance of the Series 2012 Bonds. The Series 2012 Bonds shall be considered to be Additional Bonds under that certain Trust Indenture dated as of December 1, 2006 (the “Original Indenture”), pursuant to which the Series 2006 Bonds were issued and secured. The Series 2012 Bonds shall be issued in the forms and denominations, shall be dated, shall be numbered, shall mature, shall be subject to redemption prior to maturity, and shall contain such other terms, covenants and conditions, all as set forth in the First Supplemental Trust Indenture submitted to this meeting.

The Mayor is hereby authorized and directed to execute and deliver the Series 2012 Bonds in substantially the form thereof contained in the First Supplemental Trust Indenture submitted to this meeting, and the City Clerk is hereby authorized and directed to execute and deliver the Series 2012 Bonds and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the Series 2012 Bonds to be accepted and authenticated by the Trustee. The Mayor is hereby authorized to confer with the Trustee, the Underwriters, and Kutak Rock LLP, Little Rock, Arkansas (“Bond Counsel”), in order to complete the Series 2012 Bonds in substantially the form contained in the First Supplemental Trust Indenture submitted to this meeting, with such changes as shall be approved by such persons executing the Series 2012 Bonds, their execution to constitute conclusive evidence of such approval.

Section 3. In order to pay the principal of and interest on the Series 2012 Bonds as they mature or are called for redemption prior to maturity, there is hereby pledged all receipts of municipal franchise fees heretofore or hereafter charged and collected by the City from private entities for the privilege of the use of City streets, alleys, easements and other City-owned property (the “Franchise Fees”). The City covenants and agrees that collections of the Franchise Fees shall not be reduced or discontinued so long as the Series 2012 Bonds are outstanding and that all receipts of the Franchise Fees will be accounted for separately as special funds on the books of the City and will be deposited and used solely as provided in the Original Indenture, as supplemented and amended by the First Supplemental Trust Indenture. Such pledge of Franchise Fees securing the Series 2012 Bonds is prior and superior to existing pledges of the Franchise Fees securing (i) the City’s Franchise Fee Revenue Lease-Purchase Agreement, Series 2008, and (ii) the City’s Taxable Electric Franchise Fee Revenue Bonds (Hewlett-Packard Company Project), Series 2008.

Section 4. To prescribe the terms and conditions upon which the Series 2012 Bonds are to be executed, authenticated, issued, accepted, held and secured, the Mayor is hereby authorized and directed to execute and acknowledge the First Supplemental Trust Indenture (the “Trust Indenture”), and the City Clerk is hereby authorized and directed to execute and acknowledge the First Supplemental Trust Indenture and to affix the seal of the City thereto, and the Mayor and the City Clerk are hereby authorized and directed to cause the First Supplemental Trust Indenture to be accepted, executed and acknowledged by the Trustee. The First Supplemental Trust Indenture is hereby approved in substantially the form submitted to this meeting, including, without limitation, the provisions thereof pertaining to the pledge of the Franchise Fees and the terms of the Series 2012 Bonds. The Mayor is hereby authorized to confer with the Trustee, the Underwriters and Bond Counsel in order to complete the First Supplemental Trust Indenture in substantially the form submitted to this meeting with such changes as shall be approved by such persons executing the First Supplemental Trust Indenture, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the First Supplemental Trust Indenture in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 5. There is hereby authorized and approved a Preliminary Official Statement of the City, including the cover page and appendices attached thereto, relating to the Series 2012 Bonds. The Preliminary
Official Statement is hereby “deemed final” within the meaning of U.S. Securities and Exchange Commission Rule 15c2-12. The distribution of the Preliminary Official Statement is hereby approved. The Preliminary Official Statement, as amended to conform to the terms of the Bond Purchase Agreement, including Exhibit A thereto, and with such other changes and amendments as are mutually agreed to by the City and the Underwriters, is herein referred to as the “Official Statement,” and the Mayor is hereby authorized to execute the Official Statement for and on behalf of the City. The Official Statement is hereby approved in substantially the form of the Preliminary Official Statement submitted to this meeting, and the Mayor is hereby authorized to confer with the Trustee, the Underwriters and Bond Counsel in order to complete the Official Statement in substantially the form of the Preliminary Official Statement submitted to this meeting with such changes as shall be approved by such persons, the Mayor’s execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Preliminary Official Statement is on file with the City Clerk and is available for inspection by any interested person.)

Section 6. In order to prescribe the terms and conditions upon which the Series 2012 Bonds are to be sold to the Underwriters, the Mayor is hereby authorized and directed to execute a Bond Purchase Agreement on behalf of the City, to be dated as of the date of its execution (the “Bond Purchase Agreement”), by and between the City and the Underwriters, and the Bond Purchase Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Underwriters and Bond Counsel in order to complete the Bond Purchase Agreement in substantially the form submitted to this meeting with such changes as shall be approved by such persons executing the Bond Purchase Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Bond Purchase Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 7. In order to provide for continuing disclosure of certain financial and operating information with respect to the Franchise Fees and the City in compliance with the provisions of Rule 15c2-12 of the U. S. Securities and Exchange Commission, the Mayor is hereby authorized and directed to execute a Continuing Disclosure Agreement to be dated as of the date of its execution (the “Continuing Disclosure Agreement”), by and between the City and Community First Trust Company, as dissemination agent (the “Dissemination Agent”), and the Mayor is hereby authorized and directed to cause the Continuing Disclosure Agreement to be executed by the Dissemination Agent. The Continuing Disclosure Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Dissemination Agent, the Underwriters and Bond Counsel in order to complete the Continuing Disclosure Agreement in substantially the form submitted to this meeting with such changes as shall be approved by such persons executing the Continuing Disclosure Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Continuing Disclosure Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 8. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the issuance, sale, execution and delivery of the Series 2012 Bonds and to effect the execution and delivery of the First Supplemental Trust Indenture, the Continuing Disclosure Agreement, the Bond Purchase Agreement, the Official Statement and a Tax Regulatory Agreement relating to the tax exemption of interest on the Series 2012 Bonds, and to perform all of the obligations of the City under and pursuant thereto. The Mayor and the City Clerk are further authorized and directed, for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof.

Section 9. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared to be illegal or invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Ordinance.
Section 10. All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 11. It is hereby found and determined that there is an urgent need to refinance certain outstanding indebtedness of the City secured by Franchise Fees in order to lower the interest cost on obligations payable from Franchise Fees, and in order to do so on the most favorable terms, it is necessary to enter into the Bond Purchase Agreement as soon as possible. Therefore, an emergency is hereby declared to exist and this Ordinance, being necessary for the immediate preservation of the public health, safety and welfare, shall be in force and take effect immediately upon and after its passage.

ADOPTED AND APPROVED THIS 22nd day of May, 2012

Approved:

________________________________________
Mayor Tab Townsell

Attest:

________________________________________
Michael O. Garrett
City Clerk/Treasurer

SEAL
AN ORDINANCE APPROPRIATING REVENUE FUNDS TO THE CONWAY SANITATION DEPARTMENT; AND FOR OTHER PURPOSES:

WHEREAS, the Conway Sanitation Department requests a revenue appropriation of $2,426.42 to repair a 2009 Chevrolet Silverado Pick up; and

WHEREAS, funds in the amount of $2,426.42 were received by Municipal Vehicle Insurance Program to be used for said purpose;

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

SECTION 1. The City of Conway shall appropriate $2,427 from the Sanitation Enterprise Fund Insurance Proceeds revenue account (510.510.4360) to the Equipment Repairs expense account (510.510.5450).

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

PASSED this 22nd day of May, 2012

Approved:

___________________________
Mayor Tab Townsell

Attest:

___________________________
Michael O. Garrett
City Clerk/Treasurer
May 9, 2012

Mayor Tab Townsell
1201 Oak Street
Conway, AR 72032

Re: 2012 Commercial Front Load Refuse Truck

Dear Mayor Townsell,

Bids were submitted at 10.00 am, Wednesday, May 2, 2012 at City of Conway City Hall for 2012 Commercial Front Load Refuse Truck. Six bids were submitted:

- Shipley Motor $138,815.55
- Peterbilt of Fort Smith $158,062.00
- Truck Centers of Arkansas $162,586.00
- River City Hydraulics, Inc. $175,000.00
- Tri State Truck Center $180,492.00
- River City Hydraulics, Inc. $193,934.00

I recommend accepting Bid from River City Hydraulics, Inc. for $175,000.00. This was not the lowest bid but meet all bid specs.

Please advise if you have questions or need additional information.

Sincerely,

Cheryl Harrington
Sanitation Director
# BID SUMMARY

## 2012 Commercial Front Load Refuse Truck

### Bid #2012-23

| Bid #1 submitted by Shipley Motor | 2012 MRU 613 | $138,815.55 after trade-in | Delivery time 180 Days |

| Bid #2 submitted by Peterbilt of Fort Smith | 2013 Peterbilt 320 w/New Way Mammoth 40 Yard FEL | $158,062.00 after trade-in | Delivery time 115-135 Days |

| Bid #3 submitted by Truck Centers of Arkansas | 2012 Autocar Acx/New Way Mammoth | $162,586.00 after trade-in | Delivery time 65-85 Days |

| Bid #4 submitted by River City Hydraulics, Inc. | 2013 Mack MRU with Heil Half/pack | $175,000.00 after trade-in | Delivery time 45 Days ARO |

| Bid #5 submitted by Tri State Truck Center | 2013 Mack MRU 613 w/Heil Hale Pack | $180,492.00 after trade-in | Delivery time 90-150 Days |

| Bid #6 submitted by River City Hydraulics, Inc. | 2012 Crane Carrier LET2 w/Heil Half/pack | $193,934.00 after trade-in | Delivery time 150 Days |

I recommend accepting the bid #4 from Truck Centers of Arkansas with a bid of $175,000.00 after trade-in. This truck meets all specifications with dealer ship within a 60 mile radius. Prices include tax and delivery costs.
City of Conway – Mayor’s Office
2012-23 – 2012 Automated Front Loading Refuse Truck
Bid Opening Date: Wednesday, May 2nd, 2012
City Hall - Downstairs Conference Room @ 10:00am

Net Bid Amount:
2012 Automated Front Loading Refuse Truck
$217,000.00

Trade In Bid Amount
2005 MACK
VIN 1M2K189CSSM027756
$42,000.00

Total Bid Amount:

Description of Truck - 2013 MACK MRU WITH HEIL HAIL/PACK
Anticipate Delivery Date:
45 DAYS ARO

The bidder shall include all charges, including taxes, fees, freight and shipping. (If applicable)

Authorized Agent Bidding on this project:

River City Hydraulics Inc
Company Name

Roger Williams
Company Representative Name

Roger Williams
Representative’s Signature

122 Magnet Drive
Address
vchuydn@sboglobal.net
Email Address

Sherwood AR 72120
City State Zip

501.835.5230
Telephone Number
501.834.1233
Fax Number

Date 4-25-12
City of Conway – Mayor’s Office
2012-23 – 2012 Automated Front Loading Refuse Truck
Bid Opening Date: Wednesday, May 2nd, 2012
City Hall - Downstairs Conference Room @ 10:00am

Net Bid Amount:
2012 Automated Front Loading Refuse Truck

Trade in Bid Amount
2005 MACK
VIN 1M2K189C55M027756

Total Bid Amount:

Description of Truck

Anticipate Delivery Date:

The bidder shall include all charges, including taxes, fees, freight and shipping, (if applicable)

Authorized Agent Bidding on this project:

Shiplay motor
Company Name

Dustin Bell
Company Representative Name

Representative’s Signature

Address

Email Address

City

State

Zip

Telephone Number

Fax Number

Date
City of Conway – Mayor’s Office
2012-23 – 2012 Automated Front Loading Refuse Truck
Bid Opening Date: Wednesday, May 2nd, 2012
City Hall - Downstairs Conference Room @ 10:00am

Net Bid Amount:
2012 Automated Front Loading Refuse Truck $209,562.00
Trade In Bid Amount
2005 MACK $51,500.00
VIN 1M2K189C55M027756
Total Bid Amount: $158,062.00

Description of Truck
2013 Peterbilt 320 w/
New Way Mammoth 40 Yard FEL

Anticipate Delivery Date:
Approximately 115-135 days after receipt of order

The bidder shall include all charges, including taxes, fees, freight and shipping. (If applicable)

Authorized Agent Bidding on this project:

Peterbilt of Fort Smith
Company Name
Travis Ellison
Company Representative Name

6915 Alma Highway tellison@larsongroup.net
Van Buren AR 72956
City State Zip
479-719-0302 877-881-8437
Telephone Number Fax Number

05-01-12
Date
City of Conway – Mayor’s Office
2012-23 – 2012 Automated Front Loading Refuse Truck
Bid Opening Date: Wednesday, May 2nd, 2012
City Hall - Downstairs Conference Room @ 10:00am

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Bid Amount: 2012 Automated Front Loading Truck</td>
<td>$214,086.00</td>
</tr>
<tr>
<td>Trade In Bid Amount: 2005 MACK VIN 1M2K189C55M027756</td>
<td>$51,500.00</td>
</tr>
<tr>
<td>Total Bid Amount:</td>
<td>$162,586.00</td>
</tr>
<tr>
<td>Anticipate Delivery Date:</td>
<td>65-85 Days</td>
</tr>
</tbody>
</table>

*The bidder shall include all charges, including taxes, fees, freight and shipping. (If applicable)*

Authorized Agent Bidding on this project:

**Truck Centers of Arkansas**

- **Company Name**: Truck Centers of Arkansas
- **Company Representative Name**: Robert Mauney
- **Representative’s Signature**: [Signature]
- **Address**: 11700 Valentine Rd, Little Rock, AR 72117
- **Email Address**: moaney@truckcentersar.com
- **Telephone Number**: 501-955-3200
- **Fax Number**: 501-907-2066
- **Date**: 5-1-2012
City of Conway – Mayor's Office
2012-23 – 2012 Automated Front Loading Refuse Truck
Bid Opening Date: Wednesday, May 2nd, 2012
City Hall - Downstairs Conference Room @ 10:00am

Net Bid Amount:
2012 Automated Front Loading Refuse Truck

$ 218,992.00

Trade In Bid Amount
2005 MACK
VIN 1M2K189C55M027756

$ 38,500.00

Total Bid Amount:

$ 180,492.00

Description of Truck
2013 MACK MRU613 w/ Heil HALE Pack
90-150 Days

The bidder shall include all charges, including taxes, fees, freight and shipping, if applicable.

Authorized Agent Bidding on this project:

Tri State Truck Center
Company Name

Tommy Lawrence
Company Representative Name

4614 Thibault Rd  th@lawrence@tristatetruck.com
Address Email Address
Little Rock AR 72206
City State Zip
501-490-1122  501-490-1354
Telephone Number Fax Number

5-1-12
Date
City of Conway – Mayor's Office
2012-23 – 2012 Automated Front Loading Refuse Truck
Bid Opening Date: Wednesday, May 2nd, 2012
City Hall - Downstairs Conference Room @ 10:00am

Net Bid Amount:
2012 Automated Front Loading Refuse Truck

$235,934.00

Trade In Bid Amount
2005 MACK
VIN 1M2K189C5SM027756

$42,000.00

Total Bid Amount:

$193,934.00

Description of Truck
CRANE CARRIER LET2 WITH HEIL HALF PACK

Anticipate Delivery Date:

150 DAYS AND

The bidder shall include all charges, including taxes, fees, freight and shipping. (If applicable)

Authorized Agent Bidding on this project:

River City Hydraulics Inc

Roger Williams

Company Name

Company Representative Name

Representative’s Signature

122 Magna Dr

Sherwood, AR

72120

Email Address

roger@sbglobal.net

Telephone Number

501-839-5230

Fax Number

501-834-1233

Date

4-25-12
May 9, 2012

Mayor Tab Townsell
1201 Oak Street
Conway, AR 72032

Re: 2-2012 Commercial Rear Load Refuse Truck

Dear Mayor Townsell,

Bids were submitted at 10.00 am, Wednesday, May 2, 2012 at City of Conway City Hall for 2-2012 Commercial Rear Load Refuse Truck. Six bids were submitted:

- Truck Centers of Arkansas: $223,904.00
- River City Hydraulics, Inc.: $230,854.00
- Peterbilt of Fort Smith: $234,208.00
- River City Hydraulics, Inc.: $234,082.90
- River City Hydraulics, Inc.: $242,706.00
- Shipley Motor: $344,472.02

I recommend accepting Bid from Truck Centers of Arkansas for $223,904.00. This was the lowest bid and met all bid specs.

Please advise if you have questions or need additional information.

Sincerely,

Cheryl Harrington
Sanitation Director
## BID SUMMARY

### 2012 Commercial Rear Load Refuse Truck

**Bid #2012-24**

<table>
<thead>
<tr>
<th>Bid #</th>
<th>Submitted by</th>
<th>Model Details</th>
<th>Price after Trade-ins</th>
<th>Delivery Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>Truck Centers of Arkansas</td>
<td>2-2012 Freightliner M-2-112/Loadmaster</td>
<td>$223,904.00</td>
<td>165-180 Days</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#2</td>
<td>River City Hydraulics, Inc.</td>
<td>2-2012 Freightliner M-2-112/Heil 5000 Packer</td>
<td>$230,854.00</td>
<td>100-120 Days</td>
</tr>
<tr>
<td>#3</td>
<td>Peterbilt of Fort Smith</td>
<td>2-2013 Peterbilt 348w/Loadmaster Excel “S” Yard Rear Load</td>
<td>$234,208.00</td>
<td>135-150 Days</td>
</tr>
<tr>
<td>#4</td>
<td>River City Hydraulics, Inc.</td>
<td>2-2012 International/Heil 5000 Packer</td>
<td>$234,082.90</td>
<td>No Delivery</td>
</tr>
<tr>
<td>#5</td>
<td>River City Hydraulics, Inc.</td>
<td>2-2012 Kenworth T400/Heil 5000 Packer</td>
<td>$242,706.00</td>
<td>No Delivery</td>
</tr>
<tr>
<td>#6</td>
<td>Shipley Motor</td>
<td>2-2012 GU 713</td>
<td>$344,472.02</td>
<td>180 Days</td>
</tr>
</tbody>
</table>

I recommend accepting the bid from Truck Centers of Arkansas with a bid of $223,904.00. This truck meets all specifications. Prices include tax and delivery costs.
Net Bid Amount:
2012 Commercial Rear
Loading Refuse Truck
Trade In Bid Amount

2007 Freightliner
VIN 1FVHCYCDJ27HY25128
$46,000

2007 Freightliner
VIN 1FVHCY8548HZ05561
$41,000

Total Bid Amount:

$223,904

Description of Truck
Freightliner M-2-112 with Loadmaster

Anticipate Delivery Date:
165-180 days

The bidder shall include all charges, including taxes, fees, freight and shipping, if applicable.

Authorized Agent Bidding on this project:

Robert Mooney

Truck Centers of Arkansas

Authorized Agent's Signature

Robert Mooney

Company Name

Email Address
rmooney@truckcentersar.com

Address
11700 Valentine Rd

City
North Little Rock

State
AR

Zip
72117

Telephone Number
501-955-3200

Fax Number
501-907-2066

Date
5-1-2012
City of Conway – Mayor's Office  
2012-24 – 2012 Commercial Rear Front Loading Refuse Truck  
Bid Opening Date: Wednesday, May 2nd, 2012  
City Hall - Downstairs Conference Room @ 10:00am

Net Bid Amount:  
2012 Commercial Rear Loading Refuse Truck  
Trade In Bid Amount

<table>
<thead>
<tr>
<th>Vehicle</th>
<th>Description</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007 Freightliner VIN 1FVHCYCDJ27HY25128</td>
<td>$162,927.00</td>
<td>$95,000.00</td>
</tr>
<tr>
<td>2007 Freightliner VIN 1FVHCYB548HZ05561</td>
<td>$162,927.00</td>
<td>$140,854.00</td>
</tr>
</tbody>
</table>

Total Bid Amount:

$45,000.00

Description of Truck: Freightliner Model 112 - Heil 5000 Packer

Anticipated Delivery Date: 100-120 days

The bidder shall include all charges, including taxes, fees, freight and shipping. (If applicable)

Authorized Agent Bidding on this project:

River City Hydraulics Inc

Roger Williams

Address: 122 Magnes Dr
City: Sherwood
State: AR
Zip: 72120
Telephone Number: 501-835-5230
Fax Number: 501-834-1233
Email Address: rchroger@stbglobal.net

Date: 4-25-2012
City of Conway – Mayor’s Office
2012-24 – 2012 Commercial Rear Loading Refuse Truck
Bid Opening Date: Wednesday, May 2nd, 2012
City Hall - Downstairs Conference Room @ 10:00am

Net Bid Amount:
2012 Commercial Rear Loading Refuse Truck
Trade In Bid Amount

<table>
<thead>
<tr>
<th>Description</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007 Freightliner</td>
<td>$46,000.00</td>
</tr>
<tr>
<td>VIN: 1FVHCYCDJ27HY25128</td>
<td></td>
</tr>
<tr>
<td>2007 Freightliner</td>
<td>$41,000.00</td>
</tr>
<tr>
<td>VIN: 1FVHCYB548H205561</td>
<td></td>
</tr>
<tr>
<td><strong>Total Bid Amount:</strong></td>
<td><strong>$234,208.00</strong></td>
</tr>
</tbody>
</table>

Description of Truck:
2013 Peterbilt 348 w/ Loadmaster Excel “S” 25 Yard Rear Load

Anticipate Delivery Date:
135-150 days after receipt of order (approximately)

Sales tax not included, sales tax to be paid at licensing.

The bidder shall include all charges, including taxes, fees, freight and shipping, (if applicable)

Authorized Agent Bidding on this project:

Peterbilt of Fort Smith
Company Name

Travis Ellison
Company Representative Name

Representative’s Signature

6915 Alma Highway
Address

Van Buren, AR 72956
City State Zip

Tellison@larsongroup.net
Email Address

479-719-0302
Telephone Number

877-881-8437
Fax Number

05-01-2012
Date
City of Conway – Mayor’s Office  
2012-24 – 2012 Commercial Rear Front Loading Refuse Truck  
Bid Opening Date: Wednesday, May 2nd, 2012  
City Hall - Downstairs Conference Room @ 10:00am

<table>
<thead>
<tr>
<th>Description of Truck</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012 Commercial Rear Loading Refuse Truck</td>
<td>$1,645,541.45 x 2</td>
</tr>
<tr>
<td>Trade In Amount</td>
<td></td>
</tr>
<tr>
<td>2007 Freightliner VIN 1FVHCVCDJ27HY25128</td>
<td>$45,000.00</td>
</tr>
<tr>
<td>2007 Freightliner VIN 1FVHCVBY548HZ05561</td>
<td>$50,000.00</td>
</tr>
<tr>
<td></td>
<td>$234,082.90</td>
</tr>
</tbody>
</table>

Net Bid Amount: $1,645,541.45 x 2

Authorized Agent Bidding on this project:

River City Hydraulics, Inc.

Roger Williams

Company Name

Company Representative Name

Representative’s Signature

122 Magnet Dr

Email Address

Anchorage, AK 99517

Date

Telephone Number

Fax Number

4.25.12

4.25.12
City of Conway – Mayor’s Office
2012-24 – 2012 Commercial Rear Front Loading Refuse Truck
Bid Opening Date: Wednesday, May 2nd, 2012
City Hall - Downstairs Conference Room @ 10:00am

Net Bid Amount:
2012 Commercial Rear Loading Refuse Truck
Trade In Bid Amount

2007 Freightliner
VIN 1FVHCYCDJ27HY25128
$45,000

2007 Freightliner
VIN 1FVHCYB548HZ05561
$50,000

Total Bid Amount:

$242,706

Description of Truck - 
KENWORTH - T400 WITH HEIL 5000 PACKER

Anticipate Delivery Date:

The bidder shall include all charges, including taxes, fees, freight and shipping. (If applicable)

Authorized Agent Bidding on this project:

River City Hydraulics Inc

Roger Williams

Roger Williams

121 Magnolia Dr

Email Address

72127

Telephone Number

Fax Number

Date
City of Conway – Mayor’s Office
2012-24 – 2012 Commercial Rear Front Loading Refuse Truck
Bid Opening Date: Wednesday, May 2nd, 2012
City Hall - Downstairs Conference Room @ 10:00am

Net Bid Amount:
2012 Commercial Rear Loading Refuse Truck
Trade In Bid Amount

2007 Freightliner
VIN 1FVHCYCDJ27HY25128
$15,025.00 each / $30,050.00 bodies only

2007 Freightliner
VIN 1FHVCY8548H205561
$41,000.00 (Truck Component Services)

Total Bid Amount:

Description of Truck
Anticipate Delivery Date:

The bidder shall include all charges, including taxes, fees, freight and shipping, if applicable.

Authorized Agent Bidding on this project:

Shipton Motor Co.

Company Name

Dustin Bell

Company Representative Name

Representative’s Signature

620 Mountain Rose Rd

Email Address

Pottsville, AR

72858

Address

City State Zip

479-269-3769

Telephone Number

Fax Number

479-448-3765

4-30-2012

Date
May 14, 2012

Mayor of Conway and City Council Members
City of Conway
1201 Oak Street
Conway, AR 72032

Dear City of Conway Mayor and Council,

The purpose of this letter is to seek your permission to paint Engine 10 pink (which is one of our last line reserve engines) for promotional purposes to raise awareness of cancer. Cancer, as you know, is a devastating disease that affects a wide variety of people of all ages. Mark McEntire of the Conway Fire Department has organized a group of firefighters called “Hearts on Fire” to purchase and personally deliver care packages to cancer survivors in Faulkner County using funds primarily from donations and fundraising. One of the main fundraising events to fund the “Hearts on Fire” is the Firefighters for the Cure event being held in downtown Conway October 12-14, 2012. We understand pink is primarily for breast cancer awareness. However, our organization is not raising funds or awareness primarily for breast cancer but rather utilizing the pink engine as a marketing tool to raise money for our cancer survivors and raise awareness for all cancers. The cost of the paint and labor for painting Engine 10 has been donated and will be of no cost to the city. Thank you for your consideration and especially your approval in this matter.

Sincerely yours,

Hearts on Fire

Mark McEntire
Engineer, Conway Fire Department
March 27, 2012

Mayor Tab Townsell
City of Conway
1201 Oak St.
Conway, Arkansas 72032

Subject: Use of excess Water District 10 Funds

Dear Tab;

Working with Richard Collins, we have received good news that Water District 10, which serves our neighborhood and has for approximately 12 years, will be paid off successfully in 12 years rather than 20 as planned.

Further we have received good news that the Water Board's estimates of funds to close out the district has been as exact a person can make it and is a positive balance of between $31,000 and $32,000.

As the district was winding down, we have seen water related taxes drop by 80% due last year and another 20% this year.

Congratulations to all involved.

In regard to the excess funds, we concur with Doctor Collins that the effort and the loss of funds in processing a pro-rata return to each property owner is not the most prudent use of the excess funds, and that giving the funds to the city is preferred.

In this regard CPOA would like to see the funds used for the benefit of the District 10 property owners that have paid the excess funds. We propose that the funds be used to repave Mill Pond at the curve between entrances to Cresthaven Subdivision (between Collins Road and Harbelle Road entrances to the subdivision). This small stretch of road was not included in the resurfacing of Mill Pond a few years ago. The roughness of this section of road has been an issue with Cresthaven Subdivision for some time. The size of the project and its location make it a good use of funds generated by Water District 10 on a road serving District 10.

Your consideration and acceptance of our request will be deeply appreciated.

Thank you in advance.

Respectfully Submitted

Chairman
Cresthaven Property Owners Association,
Cresthaven Subdivision--a community of 160 properties.

CC: Jack Bell
AN ORDINANCE ADOPTING AND REQUIRING AN EVENT PERMIT APPLICATION FOR SPECIAL EVENTS TO BE HELD ON CITY OF CONWAY PROPERTY AND UTILIZING CITY PERSONNEL/RESOURCES; AND FOR OTHER PURPOSES

Whereas, the City of Conway needs to have advance notification of events that will take place on city property, and

Whereas, Conway Police Department needs advance planning time to determine staffing needs for special events taking place on city property, and

Whereas, other city departments need advance planning time to determine equipment and personnel needs for special events taking place on city property, and

Whereas, the City of Conway needs documentation of contact information, location, event type, event duration, and event features for special events planned for city property, and

Whereas, there is a need to acquire a refundable deposit to ensure events are held as scheduled.

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

THAT:

Section 1. The City of Conway, Arkansas Event Permit (attachment A) is hereby adopted and will be required for special events on city property and utilizing city personnel/resources.

Section 2. Permit Application will be returned to the Mayor’s office at least 30 days prior to the planned event. Notice of approval will be given at least 15 days prior to event. Application signed by Mayor’s office and Conway Police official will constitute a permit.

Section 3. A $100 refundable deposit will be required at time of application. If the event is held as scheduled, or cancellation notice is given at least 7 days prior to scheduled date of event to the Mayor’s office, deposit will be refunded. If event is not held as scheduled, deposit will be forfeited.

Section 4. Events that are held in city parks that do not require additional city personnel or resources are not required to secure this permit.

Section 5. Nothing in this ordinance is intended to limit or impede the first amendment rights of any individual or group.

PASSED this 22nd day of May, 2012.

Attest: ______________________________

Mayor Tab Townsell

Michael O. Garrett
City Clerk/Treasurer

Approved:
Any individual or organization planning to host or produce a festival or event which will be held on City of Conway property and utilize city personnel/resources must complete this application and return it at least 30 days prior to the event to the Mayor’s Office, Attn: Jack Bell, 1201 Oak Street, Conway, AR 72032 for approval. Response will be within 15 days. Any misrepresentation in this application or deviation from the final approved specifications and activities described herein may result in the immediate revocation of the approved permit. No application will be processed without the Hold Harmless Clause being signed and without the approval of the owner/operator of any location in which the event will be held. A $100 refundable deposit is required. If event is held or cancellation notification is received at least 7 days prior to event, deposit will be returned. Otherwise deposit will be forfeited.

Event Name: ____________________________________________________________
Event Date(s): __________________________________________________________
Event Producer: __________________________________________________________

Primary Contact: _________________________________________________________
(Primary contact is the person who is to be contacted regarding the application or event)
Address: ________________________________________________________________
City: __________________________ State: __________ Zip: ______________
Phone Day: ______________ Night: ___________________________
Cell: __________________________ Fax: ___________________________
Email: _________________________________________________________________

Secondary Contact: _______________________________________________________
Address: ________________________________________________________________
City: __________________________ State: __________ Zip: ______________
Phone Day: ______________ Night: ___________________________
Cell: __________________________ Fax: ___________________________
Email: _________________________________________________________________

Event Location: __________________________________________________________
Event Types: Check all that apply:

<table>
<thead>
<tr>
<th>Not for Profit</th>
<th>Wedding Ceremony</th>
<th>Walk/Run Footrace</th>
</tr>
</thead>
<tbody>
<tr>
<td>For Profit</td>
<td>Wedding Reception</td>
<td>Competition</td>
</tr>
<tr>
<td>Public</td>
<td>Meeting/Dinner</td>
<td>Parade</td>
</tr>
<tr>
<td>Private</td>
<td>Press Conference</td>
<td>Rally Demonstration</td>
</tr>
<tr>
<td>Concert</td>
<td>Auction</td>
<td>Festival</td>
</tr>
<tr>
<td>Trade Show/Expo</td>
<td>Block Party</td>
<td>Other____________</td>
</tr>
<tr>
<td>Movie/TV Production</td>
<td>Bicycle Event</td>
<td>Other____________</td>
</tr>
</tbody>
</table>

Event Description (Further details may be attached) __________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
<table>
<thead>
<tr>
<th>Event Duration</th>
<th>Hours of Operation</th>
<th>Start</th>
<th>End</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting Date:________________________</td>
<td>Day 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ending Date:___________________________</td>
<td>Day 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Preparation</td>
<td>Day 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Starting Date:________________________</td>
<td></td>
<td>Time:___________________________</td>
<td></td>
</tr>
<tr>
<td>Dismantle/Cleanup</td>
<td></td>
<td>Time:___________________________</td>
<td></td>
</tr>
<tr>
<td>Ending Date:__________________________</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Attendance:_____________</td>
<td>Peak Attendance:_____________</td>
<td>Peak Time:_____________</td>
<td></td>
</tr>
</tbody>
</table>

**Event Features:** Check all that apply

- Alcoholic Beverages Served
- Alcoholic Beverages Sold
- Carnival Rides
- Crowd Control Required
- Elevated Noise Levels
- Emergency Medical Services Required
- Parade/March
- Fireworks
- Security Required
- Street Closings
- Temporary Electrical Service
- Temporary Restrooms
- Tents
- Vendor Booths
- Vendor Food
- Other___________________________

**Hold Harmless Clause:**
The City shall not be liable to user’s employees, agents, invitees, licensee, visitors, or to any other person, for injury to person or damage to property on or about the leased premises caused by the negligence or misconduct of user, its agents, servant or employees, or of any other person entering upon the leased premises under express or implied invitation by user, or caused by the building improvements located on the leased premises becoming out of repair, or caused by leakage of gas, oil, water, smoke, or steam or by electricity emanating from the leased premises. The event producer agrees to indemnify and hold harmless the City from any loss, attorney’s fees, and expenses or claims arising out of any such damage or injury. The City reserves the right to revoke this application at any time.

The applicant ensures the compliance with the following:
- The observance of applicable laws and ordinances;
- Any stipulations or restrictions of the permit;
- The applicant assumes all liabilities that may arise by street closing and related activity.

Permit applied for and all terms and stipulation agreed to by:

Signature:_________________________________________________Date:________________

---

**Event Permit Approval:**

**Owner/Operator Approval:**

Approval Signature: ____________________________ Location ___________________________ Date: ____________

**Mayor’s Office Approval:**

______________________________ Date: ___________________________

**Conway Police Department Approval:**

______________________________ Date: ___________________________