



# City of Conway Council Agenda

**Council Meeting Date:** Tuesday, June 10<sup>th</sup>, 2014

**5:30pm – Committee:** [Presentation by: Arkansas Municipal League Health Benefit Fund & Discussion of Roundabouts on Dave Ward Drive](#)

6:30pm - Council Meeting

Call to Order: Mayor Tab Townsell

Roll Call: City Clerk/Treasurer Michael O. Garrett

Minutes Approval: **May 27<sup>th</sup>, 2014**

**Mayor Tab Townsell**

City Clerk Michael O. Garrett  
City Attorney Michael Murphy

City Council Members

Ward 1 Position 1 – Andy Hawkins  
Ward 1 Position 2 – David Grimes  
Ward 2 Position 1 – Wesley Pruitt  
Ward 2 Position 2 – Shelley Mehl  
Ward 3 Position 1 – Mark Ledbetter  
Ward 3 Position 2 – Mary Smith  
Ward 4 Position 1 – Theodore Jones Jr.  
Ward 4 Position 2 – Shelia Whitmore

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**1. Report of Standing Committees:**

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

1. Resolution requesting the Faulkner County Tax Collector place a lien against property located 1923 Washington Avenue for expenses incurred by the City.
2. Consideration to enter into an agreement for on call services for professional engineering services for the Conway Street Department.
3. Consideration to award the bid for the fuel system and authorize the Mayor to apply for the Arkansas Department of Aeronautic Grant for the new Conway Municipal Airport.
4. Discussion of an ordinance calling and setting a date for a special election for the issuance of capital improvement bonds by the City of Conway.

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

1. Ordinance to accept donations and appropriate funds for the City of Conway Dog Park located at the Don Owens Sport Complex.
2. Ordinance appropriating funding for the construction of Braves Field and renovation of Peyton Hillis Field for the Conway Parks & Recreation Department.
3. Consideration to accept the proposal submitted by Terracon for the assessment of and possible turn-key development of a landfill gas to energy project at the Conway Landfill.
4. Consideration to seek authorization for the City Attorney's office to file suit against North America Recycling for the Conway Sanitation Department.

5. Discussion of an adjustment request from Haynie Companies (KFC) from the Conway Sanitation Department.

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

1. Consideration to remove computer equipment from the asset inventory for the Conway IT Dept.
2. Ordinance accepting donated computer equipment to the Conway IT Department.
3. Ordinance accepting and appropriating grant proceeds awarded to the City of Conway – 2014 Court Security Grant.
4. Ordinance appropriating funds from various donors for the Conway Fire Department.
5. Ordinance appropriating reimbursements funds from various entities for the Conway Animal Welfare Unit.
6. Ordinance appropriating reimbursement funds from various entities for the Conway Police Department.
7. Ordinance accepting donated funds from Conway Public Schools for a K9 police dog for the Conway Police Department.
8. Consideration for approval to apply for the 2014 Justice Assistance Grant for the Conway Police Department.
9. Consideration to enter into an agreement with the Conway Public Schools for the School Resource Officer Program for the 2014-2015 school year.

**Adjournment**



**City of Conway, Arkansas**  
**Resolution No. R-14-\_\_\_\_\_**

**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 1923 Washington Ave. 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 \$327.01 (\$270.01 + Penalty-\$27.00 + filing fee-\$30.00) 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 **June 10, 2014** 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 10<sup>th</sup> day of June, 2014.

**Approved:**

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

**Attest:**

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

**City of Conway**  
Code Enforcement  
1201 Oak Street  
Conway, Arkansas 72032



**Missy Schrag**  
Administrative Assistant  
Phone: 501-450-6191  
Fax: 501-450-6144

## MEMO:

To: Mayor Tab Townsell  
CC: City Council Members

From: Missy Schrag  
Date: June 10, 2014

Re: 1923 Washington Ave

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- February 28, 2013– Warning Violation written regarding rubbish; trash; appliances and furniture in the yard by Tim Wells.
- Property Owner is listed as Ticles Consulting Inc. AKA Guy Jones Jr.
- Property was rechecked on 3/10/14 with no progress made.
- Regular letter was sent 3/12/14 followed by another recheck 3/20/14 with no progress.
- Certified letter was mailed 3/20/14 to address on file and a notice was left by post office.
- Property was rechecked on 4/22/14 with no action taken.
- Final Cleanup finished on 4/29/14.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

If you have any questions please advise.

# INVOICE

## City of Conway Code Enforcement

DATE: JUNE 5, 2014

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

TO Guy Jones Jr  
c/o Ticles Consultin  
3300 Nob Hill  
Conway, AR 72034

Description: Mowing/Clean-up/Admin Fees  
associated with the nuisance abatement at  
1923 Washington Ave, Conway Arkansas

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Kim Beard	710-06940-000		June 10, 2014

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
2	1 Employee -Mowing/Cleanup	17.90	35.80
2	1 Employee -Mowing/Cleanup	15.23	30.46
6	3 Employee- Mowing/Cleanup	10.48	62.88
1	Maintenance Fee (Mower)	10.00	10.00
	Landfill Fees (#476269; 476256)	32.63	65.26
1	Administrative Fee (Missy Schrag)	18.03	18.03
1	Administrative fee (Kim Beard)	15.36	15.36
1	Administrative Fee (Glenn Berry)	21.00	21.00
2	Certified Letter	5.13	10.26
2	Regular letter	.48	.96
<b>TOTAL BY 6/10/14</b>			<b>\$270.01</b>
<b>TOTAL AFTER 6/10/14</b>			<b>\$327.01</b>

- Total amount due after 6/10/14 includes collection penalty & filing fees

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

**City of Conway**  
**Code Enforcement**

1201 Oak Street  
Conway, Arkansas 72032  
[www.cityofconway.org](http://www.cityofconway.org)



*Missy Schrag*

Conway Permits & Code Enforcement  
Phone 501-450-6107  
Fax 501-450-6144

April 30, 2014

**Parcel # 710-06940-000**

Guy Jones Jr  
c/o Ticles Consulting  
3300 Nob Hill  
Conway, AR 72034

**RE: Nuisance Abatement at 1923 Washington Ave, Conway AR**  
**Cost of Clean-Up, Amount Due: \$270.01**

Dear Mr. Jones,

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 **June 10, 2014 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 & filing fees, 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 **Missy Schrag**. If you have any questions, please feel free to call me at 501-450-6191.

Sincerely,

Missy Schrag

**Conway Code Enforcement  
Incident Report**

**Date of Violation:** 2/28/14

**Violator Name:** Rental Property owned by Ticles Consulting, Inc. aka Guy Jones Jr.

**Address of Violation:** 1923 Washington Ave.

**Violation Type:** Rubbish/Trash and Appliance/Furniture

**Warning #:** CE14-8281

**Description of Violation and Actions Taken:** On 02/28/14, Code Enforcement Officer Tim Wells wrote a warning to correct violation at 1923 Washington Ave for rubbish/trash and appliance/furniture. On 3/10/14 a recheck was conducted and there was no progress made. A second recheck was conducted on 3/20/14 and there was no progress. Certified letter was sent on 3/20/14. A third and final recheck was conducted on 4/22/14 and there was still no progress. Cleanup was scheduled and completed on 4/29/14.

**Code Enforcement Officer:** Tim Wells & Lynn Hicks

**Officer Signature:** \_\_\_\_\_

**Date:**

**Time:**

**RONNIE D. HALL, P.E.**  
**PROFESSIONAL**  
**ENGINEERING**  
**SERVICES**

**130 East Cadron Ridge Road**  
**Greenbrier, Arkansas 72058**  
**501-733-6189**  
**hallrg@cyberback.com**

June 5, 2014

Mr. Finley Vinson, P.E.  
Conway City Engineer  
100 East Robins  
Conway, Arkansas 72032

Re: Agreement for On Call  
Professional Engineering Services  
for City of Conway

Dear Mr. Vinson;

As we have discussed, I propose to provide Professional Engineering Service, Professional Surveying Services as well as assist in general transition of department management. As prior City Engineer for 20 years along with 40 years engineering design experience and specific engineering experience in Conway, I am uniquely qualified to assist as you assume the City Engineer's position and take on the challenges of the Conway Street Department.

I see my role as part time staff engineer providing services 3 to 4 days per week initially, with that effort decreasing as your staffing and staff experience level increase. Specific projects that may fit my expertise initially are as follows:

1. Continue as City's FAA & Garver coordinator until an Airport Manager is on staff and adequately experienced in assuming this role.
2. Continue as staff person working with Garver & Developer in regard to development of access to the Cantrell Field Area.
3. Continue as staff person working with Garver in development of Western Loop South Interchange.
4. Provide project design services for 2014 Street Department Projects including 2014 Sidewalks, Padgett Road Improvements for Woodrow Cummins School turn lane, Washington Ave Improvements, Main & Front Streetscape & Parking Improvements, downtown detention project and other engineering projects you may need assistance to meet the required schedule.
5. Provide transition assistance in paying bills, budget management and general city operational methods as requested.

These services would be provided on an as needed basis at your direction.

I will maintain a daily log of time spent on various projects or work items with invoices submitted every two weeks. The various elements of work would be identified on the invoice. Payment for services will be based on an hourly rate of \$80.00 plus any mileage (to and from projects sites) billed at the allowable city rate for personal vehicle usage.



Agreement for On Call Professional Engineering Service

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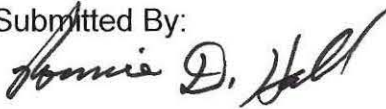
June 5, 2014

The rate presented above is based on continued use of city office facilities, city computer system and other usual and customary facilities associated with the engineering offices. If the engineer is to furnish his own facilities and space, a new hourly rate will be negotiated.

This agreement will be effective for calendar year 2014 and may be terminated by either party at any time with written notice.

By signature below the city and engineer hereby accept this proposal as an agreement to provide on call professional engineering services as described herein.

Submitted By:



Ronnie Hall, P.E.  
Owner Ronnie D. Hall, P.E.  
Professional Engineering Services

Recommended for Approval By:



Finley Vinson, P.E.  
City Engineer

Accepted By:

Tab Townsell, Mayor

Attest By:

Michael O. Garrett, City Clerk



City of Conway  
 Street and Engineering Department  
 100 East Robins Street  
 Conway, AR 72032

Finley Vinson, P.E.  
 City Engineer  
[ronnie.hall@cityofconway.org](mailto:ronnie.hall@cityofconway.org)  
 501-450-6165

June 5, 2014

Mayor Tab Townsell  
 1201 Oak Street  
 Conway, Arkansas 72032

RE: Relocated Conway Airport  
 Fueling System Bids

Dear Mayor Townsell;

On June 5<sup>th</sup> 2014, at 1:00 PM, bids were opened for the fueling system at Cantrell Field, consisting of above ground fuel storage tanks (20,000 gallon Jet A, and 12,000 Avgas) as well as dispensing system and credit card reading system.

Bids are as follows:

Cobb Environmental	\$345,114.16
Mapco	\$379,951.52
The Southern Co.	\$429,900.00
Seneca Co.	\$528,825.00
Engineer's Estimate	\$410,000.00

I recommend award of the project to the low bidder, Cobb Environmental.

It is also recommended that the Mayor be authorized to apply to the Arkansas Department of Aeronautics for a grant in the amount of \$150,000 to cover a portion of the cost of this project.

The funds for this project are included in the budget for the Cantrell Field land sales proceeds. I have included a summary of that project budget.

Thanks,  
 Ronnie Hall

CITY OF CONWAY, ARKANSAS  
 RELOCATED MUNICIPAL AIRPORT  
 SUMMARY OF LOCAL FUNDS BUDGET - June 2014

		FUNDING SOURCE					
Date	PROJECTS:	Project Cost	City Funds	Conway Corporation	Cantrell Field Funds	Arkansas Dept of Aeronautics	STATE REP. FUNDS
2012	CONCEPT TERMINAL DESIGN	\$ 80,000			\$ 80,000		
Oct. 2012	CONCRETE PAVEMENT ADDITIONAL THICKNESS (11")	\$240,000			\$ 240,000		
Feb 2013	ACCESS ROAD	\$1,500,000	\$ 1,500,000				
May 2013	WATERLINE (Tupelo Bayou Plant to Site)	\$800,000		\$ 800,000			
May 2013	TERMINAL BUILDING & ENGINEERING	\$1,655,000			\$ 1,355,000	\$ 300,000	
August 2013	Concrete Pavement Added Thickness Stage 2B Paving	\$60,133			\$ 60,133		
Dec 2013	Engineering for T-hangar & Community Hangar	\$206,000			\$ 206,000		
March 2014	T- Hangar 3 @ 12 bays each) +Sunshade (10 Bay)	\$1,949,004			\$ 1,599,004	\$ 350,000	
Mar. 2014	COMMUNITY HANGAR (10,000 S.F.)	\$649,902			\$ 649,902	\$ -	
April 2014	TERMINAL BUILDING FURNISHINGS & EQUIPMENT	\$176,819			\$ 176,819		
May 2014	ADD TERMINAL BLDG EQUIP. & FURNISHINGS	\$73,181			\$ 73,181		
June 2014	FUELING FACILITIES	\$345,114			\$ 195,114	\$ 150,000	
June 2014	Fueling System Design Engineering	\$30,000			\$ 30,000		
June 2014	SECURITY SYSTEM	\$90,000					\$ 90,000
June 2014	Concrete Pavement Added Thickness Stage 2C Paving	\$26,000			\$ 26,000		
June 2014	MAINT. EQUIP & BLDG. - Truck, Mowers, Sprayer, Tug	\$150,000			\$ 150,000		
July 2014	RTR BUILDING, ANTENNA & FACILITIES	\$150,000					\$ 150,000
July 2014	Engineering for Design of RTR Facilities	\$30,000			\$ -		\$ 30,000
August 2014	RESERVE FOR FBO BUYOUT	\$200,000			\$ 200,000		
Sept. 2014	PUBLIC HANGERS (1 Hangars @ 12 bays each)	\$540,000			\$ 190,000	\$ 350,000	
Nov 2014	RESERVE FOR POSSIBLE WILDLIFE MITIGATION	\$200,000			\$ 200,000		
	SUBTOTAL LOCAL FUNDED PROJECTS	\$9,071,153	\$1,500,000	\$800,000	\$ 5,431,153	\$1,150,000	\$ 270,000
	MATCH FOR FAA AIP GRANTS:						
Feb 2013	2010 GRANT MATCH (5%)	\$124,500				\$ 124,500	
Oct 2013	2011 GRANT MATCH (5%)	\$200,000				\$ 200,000	
Mar 2014	2012 GRANT MATCH (10%)	\$644,000			\$ 294,000	\$ 350,000	
May 2014	2013 GRANT MATCH (10%)	\$729,778			\$ 379,778	\$ 350,000	
Nov 2014	2014 GRANT MATCH (10%)	\$250,000			\$ -	\$ 250,000	
	Subtotal FAA GRANT MATCH	\$1,948,278			\$673,778	\$1,274,500	\$ -
	TOTAL	\$11,019,431	\$1,500,000	\$800,000	\$6,104,931	\$2,424,500	\$ 270,000

TOTAL FUNDS AVAILABLE FROM CANTRELL FIELD PROPERTY SALES  
 AMOUNT OVER BUDGET

\$ 6,100,000  
 (\$4,930.70)

**ORDINANCE NO. O-14-\_\_\_\_\_**

AN ORDINANCE CALLING AND SETTING A DATE FOR A SPECIAL ELECTION ON THE QUESTIONS OF (1) THE ISSUANCE OF NOT TO EXCEED \$7,500,000 OF REFUNDING BONDS BY THE CITY FOR THE PURPOSE OF REDEEMING THE CITY'S OUTSTANDING SALES AND USE TAX CAPITAL IMPROVEMENT AND REFUNDING BONDS, SERIES 2012, AND (2) THE ISSUANCE OF NOT TO EXCEED \$21,000,000 OF CAPITAL IMPROVEMENT BONDS BY THE CITY FOR THE PURPOSE OF FINANCING CITY STREET IMPROVEMENTS; LEVYING A SPECIAL LOCAL SALES AND USE TAX AT THE RATE OF ONE-EIGHTH OF ONE PERCENT (0.125%) WITHIN THE CITY TO BE PLEDGED TO THE PAYMENT OF THE BONDS, WHICH TAX SHALL CEASE UPON RETIREMENT OF THE BONDS; PRESCRIBING OTHER MATTERS PERTAINING THERETO; AND DECLARING AN EMERGENCY.

**WHEREAS**, the City of Conway, Arkansas (the "City") has previously issued and there are presently outstanding its Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2012, in the aggregate principal amount of \$8,525,000 (the "Prior Bonds"); and

**WHEREAS**, the City Council has determined that additional revenues can be obtained to finance critically needed City street improvements by restructuring existing City indebtedness secured by sales and use tax receipts through the refunding of the Prior Bonds; and

**WHEREAS**, Title 26, Chapter 75, Subchapter 2 of the Arkansas Code of 1987 Annotated (the "Municipal General Sales and Use Tax Act") authorizes the levy of general citywide sales and use taxes of up to one percent (1.000%) in increments of one-eighth of one percent (0.125%); and

**WHEREAS**, pursuant to the Municipal General Sales and Use Tax Act, the City has previously levied a general citywide sales and use tax of one-eighth of one percent (0.125%) (the "General Sales and Use Tax"), which levy was approved by the electors of the City at a special election held February 14, 2012; and

**WHEREAS**, Amendment 62 to the Constitution of the State of Arkansas ("Amendment 62") and Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Local Government Bond Act") authorize the issuance of capital improvement bonds by municipalities, which bonds may be secured by the pledge of (i) all or a portion of the receipts of the general citywide sales and use tax prescribed by the Municipal General Sales and Use Tax Act and (ii) all of the receipts of a special citywide sales and use tax prescribed by the Local Government Bond Act; and

**WHEREAS**, if approved by the electors of the City, the City has determined to issue (i) its refunding bonds in principal amount not to exceed \$7,500,000 (the "Refunding Bonds") for the purpose of redeeming all of the outstanding Prior Bonds, and (ii) its capital improvement bonds in principal amount not to exceed \$21,000,000 for the purpose of financing the

construction of City street improvements (the “Street Improvement Bonds”), which Refunding Bonds and Street Improvement Bonds are to be secured by a pledge of and lien upon (a) all of the receipts of a one-eighth of one percent (0.125%) special citywide sales and use tax (the “Special Sales and Use Tax”) and (b) all of the receipts of the existing one-eighth of one percent General Sales and Use Tax, all as authorized by the Local Government Bond Act; and

**WHEREAS**, receipts of the General Sales and Use Tax will be utilized to the extent needed, after application of the receipts of the Special Sales and Use Tax, for the payment of scheduled debt service on the Refunding Bonds and the Street Improvement Bonds and thereafter may be utilized at the direction of the City Council for any permitted municipal purpose; and

**WHEREAS**, the purpose of this Ordinance is to call a special election on the issuance by the City of the Refunding Bonds and the Street Improvement Bonds;

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

**Section 1.** That under the authority of the Local Government Bond Act and subject to approval by the electors of the City of both Question One and Question Two set forth in Section 6 below, there is hereby levied (i) a sales tax at the rate of one-eighth of one percent (0.125%) on the gross receipts from the sale at retail within the City of all items and services which are subject to taxation under the Arkansas Gross Receipts Act of 1941, as amended (Arkansas Code of 1987 Annotated §26-52-101 *et seq.*), and (i) an excise (or use) tax at the rate of one-eighth of one percent (0.125%) on the storage, use, distribution or other consumption within the City of tangible personal property or taxable services subject to taxation under the Arkansas Compensating Tax Act of 1949, as amended (Arkansas Code of 1987 Annotated §26-53-101 *et seq.*), on the sale price of the property or, in the case of leases or rentals, on the lease or rental price (collectively, the “Special Sales and Use Tax”). The Special Sales and Use Tax shall be levied, and the net collections received after deduction of the administrative charges of the State of Arkansas and required rebates shall be utilized only for the payment of debt service on those Bonds approved by the voters. The Special Sales and Use Tax shall be levied and collected only on the gross receipts, gross proceeds or sales price in the maximum amount allowed from time to time under Arkansas law, subject to rebates and limitation as required for certain “single transactions” as from time to time required by Arkansas statutes. The levy and collection of the Special Sales and Use Tax shall commence on and as of such date as provided in the Local Government Bond Act and shall cease upon retirement in full of those Bonds approved by the voters.

**Section 2.** Net collections of the existing General Sales and Use Tax received after deduction of the administrative charges of the State of Arkansas and required rebates shall be utilized for the payment of debt service on those Bonds approved by the voters, to the extent needed after application of the net collections of the Special Sales and Use Tax, and shall thereafter be distributed only to the City for use as directed by the City Council for any permitted municipal purpose.

**Section 3.** That under the authority of Amendment 62 and the Local Government Bond Act and subject to approval by the electors of the City of both Question One and Question Two as provided in Section 6 below, there is hereby authorized the issuance of the City's refunding bonds in the aggregate principal amount of not to exceed \$7,500,000 (the "Refunding Bonds") for the purpose of redeeming the City's outstanding Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2012 (the "Prior Bonds"). If approved by the electors of the City and issued, the Refunding Bonds shall be secured by a pledge of and a lien upon all of the receipts of the Special Sales and Use Tax and the General Sales and Use Tax, as authorized by the Local Government Bond Act.

**Section 4.** That under the authority of Amendment 62 and the Local Government Bond Act and subject to approval by the electors of the City of Question One and Question Two as provided in Section 6 below, there is hereby authorized the issuance of the City's capital improvement bonds in the aggregate principal amount of not to exceed \$21,000,000 (the "Street Improvement Bonds") for the purpose of financing the construction of City street improvements (the "Street Project"). If approved by the electors of the City and issued, the Street Improvement Bonds shall be secured by a pledge of and a lien upon all of the receipts of the Special Sales and Use Tax and the General Sales and Use Tax, as authorized by the Local Government Bond Act.

**Section 5.** That there be, and there is hereby called, a special election to be held on Tuesday, September 9, 2014, at which election there shall be submitted to the electors of the City the questions of the issuance of the Refunding Bonds and the Street Improvement Bonds.

**Section 6.** That the questions shall be placed on the ballot for the special election in substantially the following forms:

### **SPECIAL ELECTION ON BOND ISSUANCE**

Upon approval of both Questions One and Two, and upon the issuance of the Refunding Bonds (defined in Question One), the City's existing levy of a one-eighth of one percent (0.125%) special sales and use tax (the "Existing Sales and Use Tax") securing the Prior Bonds (defined in Question One) shall cease and such tax will be replaced by the one-eighth of one percent (0.125%) Special Sales and Use Tax (defined in Question One). *Unless both Question One and Question Two are approved, none of the Bonds will be issued, the Special Sales and Use Tax will not be levied, and the Existing Sales and Use Tax will remain in place.*

#### Question One:

There is submitted to the qualified electors of the City of Conway, Arkansas, the question of the issuance of refunding bonds in principal amount not to exceed \$7,500,000 (the "Refunding Bonds") pursuant to Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Local Government Bond Act") for the purpose of refunding the City's outstanding Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2012 (the "Prior Bonds"). If the issuance of the Refunding Bonds is approved, the Refunding Bonds shall be secured by a pledge of and lien upon (i) all of the receipts of a special citywide sales and use tax at the rate of one-eighth of one percent (0.125%) (the "Special

Sales and Use Tax”) levied pursuant to the Local Government Bond Act and (ii) all of the receipts of an existing general citywide sales and use tax at the rate of one-eighth of one percent (0.125%) (the “General Sales and Use Tax”) levied pursuant to Title 26, Chapter 75, Subchapter 2 of the Arkansas Code of 1987 Annotated (the “Municipal General Sales and Use Tax Act”). If the issuance of the Refunding Bonds is approved, the levy and collection of the Special Sales and Use Tax shall commence on and as of such date as provided by Arkansas law, and shall cease upon retirement of the Refunding Bonds and the Street Improvement Bonds (defined in Question Two below). Upon the issuance of the Refunding Bonds, the City’s existing levy of a one-eighth of one percent (0.125%) sales and use tax securing the Prior Bonds shall cease as provided in the Local Government Bond Act.

Vote on the question by placing an “X” in one of the squares following the question, either for or against:

FOR the issuance of Refunding Bonds in principal amount not to exceed \$7,500,000.....

AGAINST the issuance of Refunding Bonds in principal amount not to exceed \$7,500,000.....

Question Two:

There is also submitted to the qualified electors of the City of Conway, Arkansas, the question of the issuance of capital improvement bonds in principal amount not to exceed \$21,000,000 (the “Street Improvement Bonds”) pursuant to the Local Government Bond Act (defined in Question One above) for the purpose of financing the construction, extension and improving of City streets and improvements relating thereto. If the issuance of the Street Improvement Bonds is approved, the Street Improvement Bonds shall be secured by a pledge of and lien upon (i) all of the receipts of the Special Sales and Use Tax (defined in Question One above) and (ii) all of the receipts of the General Sales and Use Tax (defined in Question One above). If the issuance of the Street Improvement Bonds is approved, the levy and collection of the Special Sales and Use Tax shall commence on and as of such date as provided by Arkansas law, and shall cease upon retirement of the Refunding Bonds (defined in Question One above) and the Street Improvement Bonds.

Vote on the question by placing an “X” in one of the squares following the question, either for or against:

FOR the issuance of Street Improvement Bonds in principal amount not to exceed \$21,000,000 for the purpose of financing the construction, extension and improving of City streets, which may include related bridge, sidewalk, lighting, traffic signal, utility adjustment, curbing, guttering and drainage improvements .....

AGAINST the issuance of Street Improvement Bonds in principal amount not to exceed \$21,000,000 for the purpose of financing the construction, extension and improving of City streets, which may include related bridge, sidewalk, lighting, traffic signal, utility adjustment, curbing, guttering and drainage improvements.....□

**Section 7.** That the election shall be held and conducted and the vote canvassed and the results declared under the law and in the manner now provided for Arkansas municipal elections unless otherwise provided in the Local Government Bond Act, and only qualified voters of the City shall have the right to vote at the election. The City Clerk is hereby directed to give notice of the special election by one advertisement in *The Log Cabin Democrat*, the publication to be not less than ten (10) days prior to the date of the election.

**Section 8.** That a copy of this Ordinance shall be given to the Faulkner County Clerk and Board of Election Commissioners at least seventy (70) days prior to the date of the special election so that the necessary election officials and supplies may be provided. A certified copy of this Ordinance shall also be provided to the Director of the Department of Finance and Administration and the Treasurer of the State of Arkansas as soon as practical.

**Section 9.** That the results of the special election shall be proclaimed by the Mayor, and his proclamation shall be published one time in *The Log Cabin Democrat*. The proclamation shall advise that the results as proclaimed shall be conclusive unless attacked in the Circuit Court of Faulkner County within thirty (30) days after the date of publication of the proclamation.

**Section 10.** That the Mayor and the City Clerk, for and on behalf of the City, be, and they hereby are authorized and directed to do any and all things necessary to call and hold the special election as herein provided and, if both the issuance of the Refunding Bonds and the Street Improvement Bonds are approved by the electors, to cause the Special Sales and Use Tax to be collected in accordance with the Local Government Bond Act, and to perform all acts of whatever nature necessary to carry out the authority conferred by this Ordinance.

**Section 11.** That the City considers this Ordinance to be its declaration of official intent to issue the Street Improvement Bonds and to make reimbursement with a portion of the proceeds thereof for all original expenditures incurred in the construction of the Street Project between the date that is sixty (60) days prior to the date of this Ordinance and the date a series of Street Improvement Bonds is issued for such purposes, plus a *de minimis* amount and preliminary expenditures, as such terms are defined in Section 1.150-2(f) of the Federal Income Tax Regulations.

**Section 12.** That Kutak Rock LLP is hereby engaged as Bond Counsel and Stephens Inc. and Crews & Associates, Inc. are hereby engaged as Underwriters with respect to the issuance of the Bonds. The fees and expenses of Bond Counsel and the Underwriters shall be a cost of issuance of the Bonds to be paid with Bond proceeds.

**Section 13.** That all ordinances and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.



**Section 14.** That it is hereby ascertained and declared that there is a critical need to restructure the City's outstanding indebtedness through the refunding of the Prior Bonds and to obtain an additional source of revenue to finance critical City street improvements, all in order to promote and protect the health, safety and welfare of the inhabitants of the City. It is, therefore, declared that an emergency exists and this Ordinance being necessary for the immediate preservation of public peace, health and safety shall be in force and effect immediately from and after its passage.

PASSED AND APPROVED this \_\_\_\_ day of June, 2014.

APPROVED:

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

(S E A L)

ROUGH DRAFT

**CERTIFICATE**

The undersigned, City Clerk of the City of Conway, Arkansas, hereby certifies that the foregoing is a true and perfect copy of an Ordinance adopted at a regular meeting of the City Council of the City of Conway, Arkansas, held at 6:30 p.m. on June \_\_, 2014.

DATED: June \_\_, 2014

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City Clerk

ROUGH DRAFT



**City of Conway, Arkansas  
Ordinance No. O-14-\_\_\_\_\_**

**AN ORDINANCE ACCEPTING DONATION AND APPROPRIATING FUNDS FOR THE CITY OF  
CONWAY PARKS DEPARTMENT; AND FOR OTHER PURPOSES**

**Whereas**, the City of Conway Parks and Recreation Department has received a \$25,000 donation from Radio Systems Corporation, DBA PetSafe, to be used toward the City of Conway Dog Park; and

**Whereas**, this project will need an additional \$25,000 to complete.

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

**Section 1.** The City of Conway shall appropriate donation funds in the amount of \$25,000 from Miscellaneous Revenue Non Departmental Account (001-119-4799) to the Conway Parks Department Parks General CIP Account (252-140-5990).

**Section 2.** The City of Conway shall appropriate an amount of \$25,000 from Parks and Recreation A&P Fund Balance Appropriation (252-000-4900) to the Conway Parks Department Parks General CIP Account (252-140-5990).

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

**PASSED** this 10<sup>th</sup> day of June, 2014.

**Approved:**

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

**Attest:**

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



Steve Ibbotson  
Director

## Parks and Recreation

10 Lower Ridge Road • Conway AR 72032  
[www.conwayparks.com](http://www.conwayparks.com)

June 3, 2014

Mayor Tab Townsell and City Council  
1201 Oak Street  
Conway AR 72032

Re: Acceptance of Donation and Appropriation of Funds for City of Conway Dog Park

Dear Mayor:

The Conway Parks and Recreation Department would like to get approval to construct the City of Conway Dog Park to be located at the Don Owen Sports Complex.

This park will consist of fencing, water and site amenities to provide our citizens a place where their dogs can run freely off leash and socialize with other dogs.

The total cost to complete this project is \$50,000.

Funding for this project would be by a \$25,000 donation from PetSafe and the Conway Parks & Recreation A&P Funds.

Sincerely,

Steve Ibbotson  
Parks Director

SDI: rfs



**City of Conway, Arkansas  
Ordinance No. O-14-\_\_\_\_\_**

**AN ORDINANCE APPROPRIATING FUNDING FOR THE CONSTRUCTION OF BRAVES FIELD AND  
RENOVATION OF PEYTON HILLIS FIELD FOR THE CONWAY PARKS & RECREATION DEPARTMENT; AND  
FOR OTHER PURPOSES**

**Whereas**, the City of Conway Parks and Recreation Department has a desire to complete the construction of Braves Field and complete the renovation of Peyton Hillis Field; and

**Whereas**, this project will be funded by the Conway Parks & Recreation A&P Funds and Conway Parks & Recreation Impact Funds.

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

**Section 1.** The City of Conway shall appropriate an amount of \$913,429 from Parks and Recreation A&P Fund Balance Appropriation (252-000-4900) to the Conway Parks Department Parks General CIP Account (252-140-5990).

**Section 2.** The City of Conway shall appropriate an amount of \$300,000 from Parks and Recreation Impact Fee Fund Balance Appropriation Account (652-140-4900) to the Conway Parks Department Parks General CIP Account (652.140.5990).

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

**PASSED** this 10<sup>th</sup> day of June, 2014.

**Approved:**

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

**Attest:**

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



Steve Ibbotson  
Director

## Parks and Recreation

10 Lower Ridge Road • Conway AR 72032  
[www.conwayparks.com](http://www.conwayparks.com)

June 3, 2014

Mayor Tab Townsell and City Council  
1201 Oak Street  
Conway AR 72032

Re: Construction of Braves Field and Renovation of Peyton Hillis Field

Dear Mayor:

The Conway Parks and Recreation Department would like to get approval to complete the construction of the Curtis Walker Park Project which would include the construction of Braves Field and the renovation of Peyton Hillis Field.

The construction of Braves Field and Parking will include parking lot repair and overlay, sidewalks, playground, bleachers, field construction, covers for spectator seating and landscaping.

The renovation of Peyton Hillis Field will include lighting, scoreboard, concrete seating and renovation of press box.

The total cost to complete this project is \$1,213,429.

Funding for this project would be by the Conway Parks & Recreation A&P Funds and Conway Parks & Recreation Impact Funds.

Sincerely,

Steve Ibbotson  
Parks Director

SDI: rfs



**CITY OF CONWAY**  
**SANITATION DEPARTMENT**

*P.O. Box 915  
4550 Hwy. 64 West  
Conway, AR 72033  
(501) 450-6155  
Fax: (501) 450-6157*

**Cheryl Harrington**  
*Director*

June 4, 2014

Mayor Tab Townsell and  
Conway City Council  
1201 Oak Street  
Conway, AR 72032

RE: Requests for Qualifications  
Landfill Gas to Energy Project

Dear Mayor,

The City of Conway – Sanitation Department recently accepted Requests for Qualifications for the assessment of and possible turn-key development of a landfill gas to energy project at the Conway Landfill. The following two (2) RFQ's were received:

- (1) Terracon
- (2) Cornerstone Environmental

The selection committee would like to recommend Terracon for council approval, to provide these services for this project.

Sincerely,

*Cheryl Harrington*  
Cheryl Harrington





**IN THE CIRCUIT COURT OF FAULKNER COUNTY, ARKANSAS**  
**\_\_\_\_\_ DIVISION**

**CITY OF CONWAY, ARKANSAS**

**PLAINTIFF**

**VS.**

**NO. 23CV 2014-\_\_\_\_\_**

**NORTH AMERICA RECYCLING, LLC**

**DEFENDANT**

**COMPLAINT**

Comes now the City of Conway, Arkansas, by and through the Office of the City Attorney, and for its Complaint states as follows:

1. Plaintiff, City of Conway, Arkansas, is a city of the first class duly organized and existing under the laws of the State of Arkansas.

2. Defendant North America Recycling, LLC, is a corporation organized and existing pursuant to the laws of the State of Ohio, which transacted business in the City of Conway, Arkansas.

3. That this action is brought pursuant to Ark. Code Ann. § 16-4-101. Jurisdiction and venue is proper for this court.

4. That from or during July 2012 and thereafter, Defendant and its agents and employees, including but not limited to Gerry Dallimore, entered into various written instruments and written agreements with Plaintiff whereby the Plaintiff agreed to engage in certain recycling activities whereby recyclable materials, including mixed

paper, baled paper, grocery bags, and other materials were transported to the Defendant by the Plaintiff.

5. That the Defendant received the shipments of recyclable materials as agreed to by the parties pursuant to their written instruments, agreements and confirming correspondence.

6. That in consideration of the receipt of these recyclable materials, Defendant was to have paid to Plaintiff various agreed amounts as indicated by emails, bills of lading and other written instruments.

7. That Defendant has failed and refused to remit the amounts due and owing and is indebted to the Plaintiff in the total amount of \$31,603.80, notwithstanding demand made in writing to Defendant.

8. That Defendant is in breach of contract in failing and refusing to pay to the Plaintiffs those amounts as agreed between the parties.

9. That Defendant would be unjustly enriched if allowed to keep either the materials shipped to it by Plaintiff or enjoy the proceeds of same if payment is not made to Plaintiff as agreed by the parties.

10. That Plaintiff reserves the right to plead further in this matter.

WHEREFORE, Plaintiff prays that this Court enter an Order for compensatory damages in the amount of \$31,603.80, for court costs, attorney fees, and for any and all other such relief to which Plaintiff may be entitled.

Respectfully Submitted,

CITY OF CONWAY

BY: \_\_\_\_\_

Mike Murphy  
Conway City Attorney  
1234 Main Street  
Conway, AR 72034  
(501) 450-6193

1201 Oak St, Conway, AR 72032

Mayor Tab Townsell

February 3, 2014

Dear Mayor Townsell,

We are writing to formally request a refund due to billing errors relating to sanitation charges for the Kentucky Fried Chicken at 2670 Donaghey Avenue, Conway, AR 72032.

The location above has been overbilled since at least 2004. We have confirmed the overcharges with Conway Corporation and the Conway Sanitation Department. Both of these parties acknowledged that the location was being billed nearly double what it should have been based on total yards of service per week. During the time period reviewed (2004 2014) the KFC location in question was billed for 24 yards of trash service per week and only received 12 yards of trash service per week.

For years 2004 2011 and years 2012 2014 the monthly bill at this location was \$768.32 and \$798.67, respectively. The correct monthly bill for years 2004 2011, 2012 and years 2013 2014 should have been roughly \$433.00, \$441.01 and \$443.05, respectively. We believe there was a price increase of 4 percent instituted by the City of Conway in October 2012 and a tax increase in 2013 which caused breaks in the timeline.

As a result of the billing error we have calculated a refund over the review period of approximately \$40,904.67. We have included an attached schedule which outlines all of our calculations. We would also note that our calculation does not include interest on the overcharged amount or overcharges prior to 2004. We request that a check in the amount above be made out to Haynie Companies and issued immediately. Furthermore we'd like to formally request billing records as far back as they are available so we can determine the refund amount owed prior to 2004.

Thank you in advance for your assistance in resolving this issue.

Sincerely,

Scott Swearingen

Cc: Chad Jones, President of Haynie Companies

## **Haynie Refund Letter and Timeline:**

**City Council Members –**

**The following is a timeline and description of events after we were made aware of a large billing error on our trash service at the KFC at 2670 Donaghey Ave.**

**During the week of January 20<sup>th</sup>, I contacted the sanitation department enquiring about the service days for the restaurant. At that time, the CSR said the location was being billed for 4 times per week service but she showed another area of the account that it was actually only being picked up 2 times per week. She then asked me if I knew which was correct. I told her I would need to visit with the manager to answer that question.**

**After that conversation, I immediately contacted the manager of the store. When asked what the pickup days were, her immediate answer was Monday and Friday. I asked her if they were ever on 4 times per week pickup and she answered with an assured “no” and mentioned she would never have issues with the pickups if they were actually going 4 times per week. She referenced that they are nearly always overflowing by Monday morning due to busy weekends and only having a Friday pickup. After the conversation with Karen (the current manager) she reached out to the previous manager prior to her time at the restaurant. Between the 2 managers, we can confirm that this location was only on 2 times per week service going back to at least 2010.**

**After the conversation with the manager, I spoke with DA Campbell and he confirmed we were indeed on 2 X week service, and had been for as long as his records were showing. During this conversation, he said at some point there was a change from 2 dumpsters to 1 dumpster but did not know what year it had taken place. Only that it was in October.**

**My next person to contact was Dan Allen with the billing department at Conway Corporation. I sent Mr. Allen a request for the billing history for the account on January 23<sup>rd</sup>. He provided me with a snapshot view of the charges on the account going back to October of 2004. Mr. Allen provided this to me on January 30<sup>th</sup>.**

**That same day I called Mr. Campbell back and visited with him again about the errors. During the conversation we discussed, again, how the account was on 2 times per week service. Mr. Campbell again confirmed the service was 2 times per week on Monday and Friday for as long as he could show. Additionally, we discussed the possibility of 2 dumpsters being on the lot at some point and how those were 3 yard dumpsters and not 6 yard dumpsters. KFC has corporate inspections that require trash dumpsters to be inside enclosures if at all possible. The previous manager said there were 2 dumpsters at one point but they were small dumpsters**

that fit inside the enclosure. The enclosure is not large enough for 2 – 6 yard dumpsters so this would follow suit with the information the manager provided.

During the same conversation with Mr. Campbell, he mentioned again, as stated in previous conversations, that they could refund 6 months right away at their level and if we wanted anything further back, we would need to go before the City Council. At the end of the conversation, Mr. Campbell mentioned, “We were entitled to what were entitled to”.

You will find the attached audio file of a recorded conversation we had with Mr. Campbell that verifies the above information.

It wasn't until after we formally requested the refund with the City and Cheryl Harrington that the story has now started to change.

At our request Cheryl provided the driver logs but through our own investigation we found numerous inconsistencies in pick up days including servicing of businesses that were indeed closed.

Based on the testimony of the driver, our store manager, and the sanitation department service rep we believe it's clear we've been overcharged.

I look forward to visiting further at the council meeting. I appreciate your time.

Best,

A handwritten signature in black ink, appearing to read 'Scott Swearingen', with a stylized flourish at the end.

Scott Swearingen



City of Conway  
Finance Office  
Tyler Winningham, CFO  
1201 Oak Street  
Conway, AR 72032  
[www.cityofconway.org](http://www.cityofconway.org)

# Memo:

To: City Council

From: Tyler Winningham, CFO

Date: 6/10/14

Re: IT Equipment Disposal

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After the city-wide computer replacement project due to the ending support of the Windows XP Operating System, we now have a considerable amount of computers that need to be removed from the City's asset inventory records.

A detailed list has been provided to you of all of these items. I request approval to remove these items from our asset inventory records, and subsequent to your approval they will be disposed of in accordance with State law (ACA 14-58-306). Specifically they will either be disposed as e-waste, or sold at public or internet auction.

City of Conway  
Information Technology Department  
Removal from Inventory 05/27/2014

CLASS	MAKE	MODEL	SERIAL NUMBER
Anserwing Machine	AT&T		EB918929356
Cable Box	Motorola	DCT2244/1661	GI240TC2437
Desktop	Apple	Power Mac G5	G84457D4QPP
Desktop	Compaq	Evo D510 CMT	W250KN8ZA168
Desktop	Compaq	D510	USW3270D91
Desktop	Dell	Precision WorkStation 490	5QW3HD1
Desktop	Dell	Precision WorkStation 490	5V2QMF1
Desktop	Dell	OptiPlex 755	8SB8GF1
Desktop	Dell	OptiPlex 740	9QXTJF1
Desktop	Dell	OptiPlex 740	1119GF1
Desktop	Dell	OptiPlex 740	BGVPCF1
Desktop	Dell	OptiPlex 740	9287SC1
Desktop	Dell	OptiPlex 740	HGVPCF1
Desktop	Dell	OptiPlex 740	2JHRZD1
Desktop	Dell	OptiPlex 740	4GYTJF1
Desktop	Dell	OptiPlex 740	404DHD1
Desktop	Dell	OptiPlex 740	8GVPCF1
Desktop	Dell	OptiPlex 740	JGVPCF1
Desktop	Dell	OptiPlex 740	5GVPCF1
Desktop	Dell	OptiPlex 740	5HVPCF1
Desktop	Dell	OptiPlex 740	CHVPCF1
Desktop	Dell	OptiPlex 740	J0WGJF1
Desktop	Dell	OptiPlex 740	D1WGJF1
Desktop	Dell	OptiPlex 740	51WGJF1
Desktop	Dell	OptiPlex 740	91WGJF1
Desktop	Dell	OptiPlex 740	F1WGJF1
Desktop	Dell	OptiPlex 740	5119GF1
Desktop	Dell	OptiPlex 740	6GVPCF1
Desktop	Dell	OptiPlex 740	9GVPCF1
Desktop	Dell	OptiPlex 740	GGVPCF1
Desktop	Dell	OptiPlex 740	9HVPCF1
Desktop	Dell	OptiPlex 740	7GVPCF1
Desktop	Dell	OptiPlex 740	FHHRZD1
Desktop	Dell	OptiPlex 740	8HVPCF1
Desktop	Dell	OptiPlex 740	3HVPCF1
Desktop	Dell	OptiPlex 740	5XK89F1
Desktop	Dell	OptiPlex 740	5MFG1F1
Desktop	Dell	OptiPlex 740	G187SC1
Desktop	Dell	Optiplex GX1	87Y11
Desktop	Dell	Optiplex GX1	
Desktop	Dell	Optiplex 740	2Y0MLF1
Desktop	Dell	Optiplex 740	DNZRGF1
Desktop	Dell	Optiplex 740	41WGJF1



Desktop	Dell	Optiplex 740	1HVPCF1
Desktop	Dell	Optiplex 740	4HVPCF1
Desktop	Dell	Precision 490	7V2QMF1
Desktop	Dell	Optiplex 740	6ZL3RD1
Desktop	Dell	Optiplex 740	8ZL3RD1
Desktop	Dell	Optiplex 740	3NZRGF1
Desktop	Dell	Optiplex 740	HMZRGF1
Desktop	Dell	Optiplex 740	J9VRGF1
Desktop	Dell	Optiplex 740	8119GF1
Desktop	Dell	Optiplex 740	6FYTJF1
Desktop	Dell	Optiplex 740	DGVPCF1
Desktop	Dell	Optiplex 740	JFYTJF1
Desktop	Dell	Optiplex 740	4FYTJF1
Desktop	Dell	Optiplex 740	9RDG1F1
Desktop	Dell	Optiplex 740	J187SC1
Desktop	Dell	Optiplex 740	5287SC1
Desktop	Dell	Optiplex 740	CQXTJF1
Desktop	Dell	Optiplex 740	4287SC1
Desktop	Dell	Optiplex 740	3287SC1
Desktop	Dell	Optiplex 740	1QXTJF1
Desktop	Dell	Optiplex 740	D187SC1
Desktop	Dell	Optiplex 740	8NZRGF1
Desktop	Dell	Optiplex 740	1Y0MLF1
Desktop	Dell	Optiplex 740	7C95BD1
Desktop	Dell	Optiplex 740	9FYTJF1
Desktop	Dell	Optiplex 740	1GYTJF1
Desktop	Dell	Optiplex 740	BFYTJF1
Desktop	Dell	Optiplex 740	8XK89F1
Desktop	Dell	Optiplex 740	HRFG1F1
Desktop	Dell	Optiplex 740	DFYTJF1
Desktop	Dell	Optiplex 740	GQXTJF1
Desktop	Dell	Optiplex 740	2P1W2F1
Desktop	Dell	Optiplex 740	4JHR2D1
Desktop	Dell	Optiplex 740	FRFG1F1
Desktop	Dell	Optiplex 740	HX0MLF1
Desktop	Dell	Optiplex GX240	8HXDL11
Desktop	Dell	Optiplex GX270	2ZMLH41
Desktop	Dell	Optiplex GX520	G7M7491
Desktop	Hewlett Packard	D510U	V305KPBA198
Desktop	Hewlett Packard	D510U	USU3140FK8
Desktop	Hewlett Packard	D510U	W3111KPBA363
Desktop	Hewlett Packard	D510U	USW3150DMB
Desktop	Hewlett Packard	D510U	V305KPBA202
Desktop	Hewlett Packard	D510U	USW3270DC6
Desktop	Hewlett Packard	D510U	USW3150DLY
Desktop	Hewlett Packard	D510U	W2411KPBA715
Desktop	Hewlett Packard	D530U	2UB33607QP
Desktop	Hewlett Packard	D530U	USV4020226
Desktop	Hewlett Packard	D530U	W2411KPBA718
Desktop	Hewlett Packard	D530U	2UB33607QX

Desktop	Hewlett Packard	D530U	2UB40805RL
Desktop	Hewlett Packard	DC7100	2UB5010262
Desktop	Hewlett Packard	DC7600	2UA6241F7B
Desktop	Hewlett Packard	DC7600	2UA6120N38
Desktop	Hewlett Packard	DC7600	2UA6440PLZ
Desktop	Hewlett Packard	DC7600	2UA6440PM0
Desktop	HP	dc7900 Small Form Factor	2UA9070N5G
Desktop	HP	dc7900 Small Form Factor	2UA9350MGX
Desktop	HP	dc7900 Small Form Factor	2UA9240213
Desktop	HP	dc7900 Small Form Factor	MXL9030TN5
Desktop	HP	dc7800 Small Form Factor	2UA8431D1T
Desktop	HP	dc7800 Small Form Factor	2UA8431D1Y
Desktop	HP	dc7800 Small Form Factor	2UA8431D1W
Desktop	HP	dc7100 USD(TDX877AV)	2UA5110LFV
Desktop	HP	dc7800 Small Form Factor	2UA8431D1X
Desktop	HP	dc7800 Small Form Factor	2UA8431D1V
Desktop	HP	dc7100	2UB50203GL
Desktop	HP	dc7800 Small Form Factor	MXL8420STC
Desktop	HP	SR1030N	MXK4120B89
Desktop	HP Compaq	dc7600	2UA6261BRK
Desktop	HP Compaq	dc7900 Small Form Factor	2UA8520B82
Desktop	HP Compaq	dc7900 Small Form Factor	2UA8520B87
Desktop	HP Compaq	dc7900 Small Form Factor	2UA8520B85
Desktop	HP Compaq	dc7900 Small Form Factor	2UA8520B86
Desktop	HP Compaq	dc7900 Small Form Factor	2UA8520B83
Desktop	HP Compaq	dc7800 Small Form Factor	MXL8430T33
Desktop	HP Compaq	dc7900 Small Form Factor	2UA8520B88
Desktop	HP Compaq	dc7900 Small Form Factor	2UA91614DN
Desktop	HP Compaq	dc7900 Small Form Factor	2UA8520B80
Desktop	HP Compaq	dc7900 Small Form Factor	2UA9070N5D
Desktop	HP Compaq	dc7900 Small Form Factor	2UA91614DP
Desktop	HP Compaq	dc7900 Small Form Factor	2UA8520B84
Desktop	HP Compaq	dc7900	2UA9100SFT
Desktop	HP/Compaq	DC7100	2UA5110LFT
Desktop	HP/Compaq	DC7900	2UA9070N5F
Desktop	HP/Compaq	DC7900	2UA8520B6W
Desktop	HP/Compaq	DC7900	2UA8520B81
Desktop	HP/Compaq	DC7800	MXL8431554
Desktop	HP/Compaq	DC7900	2UA91614DM
Desktop	HP/Compaq	D510	USW3270D92
Desktop	White Box	no model number	no serial number
Desktop	Dell	OptiPlex 780	8PN3CP1
Desktop	Dell	OptiPlex 780	8PLYBP1
Desktop	Dell	OptiPlex 780	8PM0CP1
Desktop	Dell	OptiPlex 780	8PM4CP1
Desktop	Dell	OptiPlex 780	8PMZBP1
Desktop	Dell	OptiPlex 780	8PN1CP1
Desktop	Dell	OptiPlex 780	8PP0CP1
Desktop	Dell	OptiPlex 780	8PM2CP1
Desktop	Dell	OptiPlex 780	8PM3CP1

Desktop	Dell	OptiPlex 780	8PM1CP1
Desktop	Dell	OptiPlex 780	8PN2CP1
Desktop	Dell	OptiPlex 780	8PL3CP1
Desktop	Dell	OptiPlex 780	8PLZBP1
Desktop	Dell	OptiPlex 780	8PN4CP1
Desktop	Dell	OptiPlex 780	8PNZBP1
Desktop	Dell	OptiPlex 780	8PN0CP1
Desktop	Dell	OptiPlex 780	8PL4CP1
Desktop	Dell	OptiPlex 780	8PMYBP1
Desktop	Dell	OptiPlex 780	8PNYBP1
Desktop	Dell	Precision Workstation T3500	HKG1FQ1
Desktop	Dell	Precision Workstation T3500	HKF3FQ1
Desktop	Dell	Precision Workstation T3500	HKF2FQ1
Desktop	Dell	Precision Workstation T3500	HKF1FQ1
Desktop	Dell	Precision Workstation T3500	HKG2FQ1
Desktop	HP	HP Compaq 8000 Elite	2UA0010XBD
Desktop	HP	HP Compaq 8000 Elite	2UA0010XB6
Desktop	HP	HP Compaq 8000 Elite	2UA0010XBC
Desktop	HP	HP Compaq 8000 Elite	2UA0010XB3
Desktop	HP	HP Compaq 8000 Elite	2UA0010XB5
Desktop	HP	HP Compaq 8000 Elite	2UA0010XB2
Desktop	HP	HP Compaq 8000 Elite	2UA0010XB9
Desktop	HP	HP Compaq 8000 Elite	2UA0010XB4
Desktop	HP	HP Compaq 8000 Elite	2UA0010XBB
Fax Machine	Brother	FAX4100e	U61639C7J630170
Firewall	WATCHGUARD	SSL500	8E8901342-8662
Firewall	WATCHGUARD	FIREBOX 700 F2064N	203405834
Laptop	Dell	Latitude D620	FH0GWB1
Laptop	Dell	Latitude D630	HJ9DQF1
Laptop	Dell	Latitude D630	G65F1F1
Laptop	Dell	Latitude D620	HJW4BC1
Laptop	Dell	Latitude D630	FJ9DQF1
Laptop	Dell	Latitude D630	4K9DQF1
Laptop	Dell	Latitude D620	DH0GWB1
Laptop	Dell	Latitude D620	19FTRC1
Laptop	Dell	Latitude D620	7BFTRC1
Laptop	Dell	Latitude D630	5MJLGF1
Laptop	Dell	Latitude D630	4MTY1F1
Laptop	Dell	Latitude D620	CB87KC1
Laptop	Dell	Latitude D830	JZ9P4H1
Laptop	Dell	Latitude D620	38FTRC1
Laptop	Dell	Precision M90	BVPC4F1
Laptop	Dell	Precision M90	35YW1D1
Laptop	Dell	Inspiron 1100	27F1131
Laptop	Dell	Latitude D630	7J9DQF1
Laptop	Dell	Latitude D630	1K9DQF1
Laptop	Dell	Latitude D630	1STMBG1
Laptop	Dell	Latitude D810	FNMYN81
Laptop	Dell	Latitude D830	191VLF1
Laptop	Dell	Latitude D620	6SR9PD1

Laptop	Dell	Latitude D620	3K1D4D1
Laptop	Dell	Latitude D620	C8FTRC1
Laptop	Dell	Latitude ATG D620	HJ1D4D1
Laptop	Dell	Latitude D620	8H0GWB1
Laptop	Dell	Latitude D630	965F1F1
Laptop	Dell	Latitude D630	1Z5D3D1
Laptop	Dell	Latitude D830	55GSQD1
Laptop	Dell	Latitude D620	3QPSBF1
Laptop	Dell	Latitude D630	6MJLGF1
Laptop	Getac	v100	I7A36V0060
Laptop	HP	nc8230 (PR174UA#ABA)	CNU5112BTD
Laptop	HP	nc8230 (PR174UA#ABA)	CNU51629SQ
Laptop	HP	nc8230 (PR174UA#ABA)	CNU51629SK
Laptop	HP	nx7010 (PD874AV)	2UA5120RK4
Laptop	HP	nc8230 (PR174UA#ABA)	CNU5UT1WCN
Laptop	HP	nc8230 (PR174UA#ABA)	CNU51506HV
Laptop	HP	nc8230 (PR174UA#ABA)	CNU5150698
Laptop	HP	Omnibook XE3	TW21503646
Laptop	HP	EliteBook 8530w	2CE9495TN7
Laptop	HP	Compaq 8710p	CND8415TFB
Laptop	HP	Compaq nc8430	CNU6330LX5
Laptop	HP	EliteBook 8530p	2CE927HG2G
Laptop	HP	EliteBook 8530p	2CE840DS39
Laptop	Panasonic	CF-29HTLGZBM	5BKSA96944
Laptop	Panasonic	CF-29HTLGZBM	5BKSA97366
Laptop	Panasonic	CF-29LTQGZBM	6AKSB04480
Laptop	Panasonic	CF-29ETKGZKM	4LKSA80832
Laptop	Panasonic	CF-29HTLGZBM	5BKSA96945
Laptop	Panasonic	CF-29HTLGZBM	5BKSA97423
Laptop	Panasonic	CF-29ETKGZKM	4FKSA39870
Laptop	Panasonic	CF-29ETKGZKM	4LKSA80927
Laptop	Panasonic	CF-52GFNBXAM	9ATYA43904
Laptop	Panasonic	CF-52GFNBXAM	9ATYA42054
Laptop	Panasonic	CF-29ETKGZKM	5KKSA74080
Laptop	Panasonic	CF-29ETKGZKM	4KKSA78492
Laptop	Panasonic	CF-29ETKGZKM	4FKSA39859
Laptop	Panasonic	CF-29LTQGZBM	6AKSB04574
Laptop	Panasonic	CF-29ETKGZKM	4LKSA80897
Laptop	Panasonic	CF-29HTLGZBM	5BKSA97255
Laptop	Panasonic	CF-29HTLGZBM	9BTYA48420
Laptop	Panasonic	CF-52GFNBXAM	9BTYA48972
Laptop	Panasonic	CF-29ETKGZKM	4KKSA78486
Laptop	Panasonic	CF-29ETKGZKM	4LKSA80714
Laptop	Panasonic	CF-52GFNBXAM	9ATYA42108
Laptop	Panasonic	CF-52GFNBXAM	9BTYA48662
Laptop	Panasonic	CF-52GFNBXAM	9BTYA48905
Laptop	Panasonic	CF-52GFNBXAM	9BTYA48900
Laptop	Panasonic	CF-52GFNBXAM	9BTYA49072
Laptop	Toshiba	Satellite P30	75233706K
Laptop	Dell	Latitude E5520	H5FM4S1

Laptop	Dell	Latitude E6410	DYC1XN1
Monitor	ACER	AL1916 C	ETL49083846290B8254217
Monitor	ACER	AL1917W	ETL870C0447150ED554030
Monitor	ACER	AL1906	ETL490842964902FAB4201
Monitor	ACER	AL1906 A	ETL490842964902FC74201
Monitor	ACER	AL1916A b	ETL49081226090358FPK08
Monitor	ACER	AL1906	ETL490842964902EB34201
Monitor	ACER	AL1916A b	ETL490842964902FB84201
Monitor	ACER	AL1916	ETL490842964902FC84201
Monitor	ACER	AL1916	ETL490842964902FAA4201
Monitor	ACER	AL1914 b	FETL23022136020155DED4D
Monitor	ACER	AL1914 b	ETL230221360201560ED4D
Monitor	ACER	AL1916 A	ETL4702148711009794143
Monitor	ACER	AL1914 b	ETL23022136020155EED4D
Monitor	ACER	AL1916 A	ETL47021487110097A4143
Monitor	ACER	AL1914 b	ETL230221360201566ED4D
Monitor	ACER	AL1917W A	ETL870C04471600C434030
Monitor	ACER	AL1914 b	ETL23022136020155FED4D
Monitor	ACER	AL1916 c	ETL490838463509A844217
Monitor	ACER	AL1914 b	ETL230221360201537ED4D
Monitor	ACER	AL1916 c	ETL490838463509AA44217
Monitor	ACER	AL1914b	ETL230221360201565ED4D
Monitor	ACER	AL1914b	ETL23022136020155AED4D
Monitor	ACER	AL1917W A	ETL870C0447150ED5E4030
Monitor	ACER	AL1914b	ETL230221360201561ED4D
Monitor	ACER	X223W	ETLDX0D0119200E5DE8512
Monitor	ACER	X223W	ETLDX0D0119200E62A8512
Monitor	ACER	X223W	ETLDX0D0119200E62C8512
Monitor	ACER	X223W	ETLDX0D0119200D2868512
Monitor	ACER	X223W	ETLDX0D0119200E61F8512
Monitor	ACER	X223W	ETLDX0D0119200E61D8512
Monitor	ACER	X223W	ETLDX0D0119200E6208512
Monitor	ACER	AL1914b	ETL23022136020155BED4D
Monitor	ACER	AL1916c	ETL490838463509AB64217
Monitor	ACER	AL1916c	ETL490838463509B574217
Monitor	Apple	A1082	2A4421S6PKL
Monitor	DCL LCD	DCL9C	552RC901AA0038
Monitor	DELL	2208WFPt	CN-0CU889-71618-7BK-371S
Monitor	DELL	2208WFPt	MX-0HF730-46634-77R-3LWL
Monitor	DELL	2208WFPt	CN-0CU889-71618-7CH-434U
Monitor	DELL	2208WFPt	CK-0CU889-71618-7CH-433U
Monitor	DELL	2208WFPt	CN-0CU889-71618-7BL-E8MU
Monitor	Dell	E228WFPc	CN-0KU311-64180-78K-2F9M
Monitor	Dell	1908FPt	CN-0FP182-71618-76K-AC12
Monitor	Dell	2005FPW	MX-0T6130-48323-5AC-233L
Monitor	Dell	1900FP	KR-09J367-47602-26B-APCV
Monitor	Dell	E228WFPc	CN-0KU311-64180-78D-4QSM
Monitor	Dell	E228WFPc	CN-0KU311-64180-7BC-05ZL
Monitor	Dell	228WFPc	CN-0KU311-64180-7AN-380M
Monitor	Dell	E228WFPc	CN-0KU311-64180-79A-12YS

Monitor	Dell	E228WFPc	CN-0KU311-64180-7AF-B17M
Monitor	Dell	E228WFPc	CN-0KU311-64180-7B6-0ELM
Monitor	Dell	E228WFPc	CN-0KU311-64180-79A-18DS
Monitor	Dell	E228WFPc	CN-0KU311-64180-7AF-BCBM
Monitor	Dell	E228WFPc	CN-0KU311-64180-7B6-0RAM
Monitor	Dell	E228WFPc	CN-0KU311-64180-7B6-0R6M
Monitor	Dell	E228WFPc	CN-0KU311-64180-7AF-51UM
Monitor	Dell	E228WFPc	CN-0KU311-64180-7B6-0SJM
Monitor	Dell	E228WFPc	CN-0KU311-64180-7B6-0EJM
Monitor	Dell	E228WFPc	CN-0KU311-64180-7B6-0R7M
Monitor	Dell	E228WFPc	CN-0KU311-64180-7AF-819M
Monitor	Dell	E228WFPc	CN-0KU311-64180-7B6-0QVM
Monitor	Dell CRT	P780	6271RC7G8VA9
Monitor	Dell CRT	P780	MX-075UXR-47741-16R-10MC
Monitor	Dell	E228WFPc	CN-0KU311-64180-7B6-0QYM
Monitor	HP	1955	CNK5030BT8
Monitor	HP	L1925	CNB4200527
Monitor	HP	L1925	CNB4210B5L
Monitor	HP	L1925	CNB41603NJ
Monitor	HP	P9626	CNB4210B5R
Monitor	HP	P9626	CNB41603NG
Monitor	KDSusa	K717s	F6E154319202U
Monitor	LG	921Z	506KGG14271
Monitor	LG	921Z	506KGFJ14307
Monitor	MICROTEK	710S	S48L500299
Monitor	MICROTEK	815C	537F504740
Monitor	MICROTEK	815C	S38F502287
Monitor	MICROTEK	815C	S3AF504618
Monitor	MICROTEK	815C	S3AF504622
Monitor	Microtek	815c	S43F500603
Monitor	OPTIQUEST	Q9B-2	Q5W063148742
Monitor	VIEWSONIC	VA721	P37055020503
Monitor	Viewsonic	VG900b	A1Q044853195
Monitor	VIEWSONIC	VX910	P1T0521B0335
Networking	Cisco	AIR-PWRINJ-BLR2	FOC1242J02N
Networking	PepLink	PepLink Balance 300	1824-238D-7C34
Phones	Comdial	Impact	MS 04 05 07 2694
Phones	Comdial	Impact	MS 04 05 07 2567
Phones	Comdial	Impact	MS 04 05 07 2692
Phones	Comdial	Impact	MS 04 05 07 2565
Phones	Comdial	Impact	MS 04 05 07 2693
Phones	Comdial	Impact	MS 04 05 07 2691
Phones	Comdial	Impact	100012861
Phones	Comdial	Impact	200012035
Phones	Comdial	Impact	MS 04 05 07 2699
Phones	Comdial	Impact	MS 04 05 07 2697
Phones	Comdial	Impact	MS 04 05 07 2566
Phones	Norstar	7310	426605
Phones	Norstar	7310	426567
Phones	Norstar	7310	426603

Phones	Norstar	7310	426613
Printer	Hewlett Packard	DeskJet 930C	MX0CE1D1VD
Printer	Hewlett Packard	DeskJet 940c	MX1AT6D13D
Printer	HP	840c	MX09M1V0RS
Printer	HP	c3180	CN68GC7200
Printer	HP	Photosmart Premium	CN15L214GN
Printer	HP	648c	TH14J97HDD
Printer	HP	940c	CN15I6Q0CQ
Printer	HP	920c	MX2226f1k0
Printer	HP	Photosmart c5180	MY666C31Z2
Printer	HP	Photosmart 8450	CN48V22108
Printer	HP	Laserjet 3500	CNBRC13611
Servers	Dell	POWERSHIELD 124T	FPJ26D1
Servers	Dell	Powervault EXPANCION	SG-0HC835-71313-960-1198-A00
Servers	Hewlett Packard	DL100	CNM0538158
Servers	Hewlett Packard	DL100	CNM0507117
Servers	Hewlett Packard	DL380	USE514A6D4
Servers	Hewlett Packard	DL380	USE514A6CW
Servers	Hewlett Packard	DL380	USE514A6CV
Servers	Snap Appliance	Snap Server M4100	FCE37BV610
Shredder	ACCO	RSX128	1758560
Switch	HP	Procurve 4104gl	SG517AD069
Switch	HP	Procurve 4104gl	SG341AD07Z
Switches	Astrocom	PowerLink Pro 100+	529359
Switches	Dell	PowerConnect 3424P	CN-0WJ684-28298-7BC-0125
Switches	Hewlett Packard	Procurve 4104GL J4887A	SG539AD068
Switches	Hewlett Packard	Procurve 4108GL J4865A	SG338MF02E
Switches	Hewlett Packard	Procurve 4104GL J4887A	SG41AD08H
Video Cassette Recorder	JVC	Super VHS ET	139H0196



**City of Conway, Arkansas  
Ordinance No. O-14-\_\_\_\_\_**

**AN ORDINANCE ACCEPTING DONATED COMPUTER EQUIPMENT TO THE CONWAY  
INFORMATION TECHNOLOGY DEPARTMENT; AND FOR OTHER PURPOSES**

**Whereas**, the City of Conway has a need to replace outdated computers and provide HP Netbooks for city Alderman in an effort for the city of Conway to move towards a paperless environment; and

**Whereas**, a donation has been made by Nextstep Innovations of 8-HP Elite Pads for the City of Conway, 1-Elite Pad Expansion Jacket, and 1- Z420 workstation; and

**Whereas**, Nextstep has requested that the City of Conway Information Technology Department accept these items to replace an outdated computer and allow the city to move towards a paperless environment.

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

**Section 1.** That the City of Conway does hereby accept the donation of 8-HP Elite Pads for City, 1-Elite Pad Expansion Jacket, and 1- Z420 workstation with an estimated value of \$191,110.

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

**PASSED** this 10<sup>th</sup> day of June, 2014.

**Approved:**

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**Mayor Tab Townsell**

**Attest:**

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





**City of Conway, Arkansas  
Ordinance No. O-14-\_\_\_\_\_**

**AN ORDINANCE ACCEPTING AND APPROPRIATING GRANT PROCEEDS AWARDED TO THE  
CITY OF CONWAY –2014 COURT SECURITY GRANT; AND FOR OTHER PURPOSES:**

**Whereas**, Faulkner County has been awarded a grant by the State of Arkansas Administrative Office of the Courts for Security and Emergency Preparedness; and

**Whereas**, the City of Conway has been approved by the County to be a sub-recipient of \$5,400 of this grant to purchase ballistic material for the Judge’s bench and lobby transaction windows at the District Court building.

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

**Section 1.** The City of Conway shall accept grant proceeds in the amount of \$5,400 from the Administrative Office of the Courts Security and Emergency Preparedness 2014 grant and appropriate into the State Grant Revenue account 399-000-4201 and Building Maintenance account 399-128-5410.

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

**PASSED** this 10<sup>th</sup> day of June, 2014.

**Approved:**

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

**Attest:**

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



**City of Conway, Arkansas**  
**Ordinance No. O-14- \_\_\_\_\_**

**AN ORDINANCE APPROPRIATING FUNDS FOR THE CONWAY FIRE DEPARTMENT AND FOR  
 OTHER PURPOSES**

**Whereas**, the Conway Fire Department requests \$874 for the use of purchasing replacement duty t-shirts, and;

**Whereas**, funds in the amount of \$874 were received from various donors and for services including but not limited to Fred's and Jackson Heating & Air to be used for such 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 \$874 from the General Fund Revenue Donation Account to the Fire Department Uniforms Operating Account (001.131.5670).

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

**PASSED** this 10<sup>th</sup> day of June, 2014

**Approved:**

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

**Attest:**

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



**City of Conway, Arkansas**  
**Ordinance No. O-14-\_\_\_\_\_**

**AN ORDINANCE APPROPRIATING REIMBURSEMENTS FUNDS FROM VARIOUS ENTITIES FOR  
 THE CITY OF CONWAY ANIMAL WELFARE UNIT; AND FOR OTHER PURPOSES**

**Whereas**, the City of Conway has received reimbursements funds from the following entities:

Pet Smart	\$ 2,218.10	Donations
AR Municipal League	\$22,522.00	Insurance Proceeds

**Whereas**, the Conway Police Department needs these funds to replenish their expenditure accounts;

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

**Section 1.** The City of Conway shall appropriate donation funds from Pet Smart in the amount of \$2,218.10 from 001.127.4705 to the Conway Animal Welfare Department Spay/Neuter miscellaneous supplies expense account, 223.127.5699.

**Section 2.** The City of Conway shall appropriate insurance proceeds in the amount of \$22,522 from 001.119.4360 to the Conway Animal Welfare Department vehicle maintenance expense account, 001.127.5450.

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

**PASSED** this 10<sup>th</sup> day of June, 2014.

**Approved:**

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

**Attest:**

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



**City of Conway, Arkansas**  
**Ordinance No. O-14-\_\_\_\_\_**

**AN ORDINANCE APPROPRIATING REIMBURSEMENTS FUNDS FROM VARIOUS ENTITIES FOR THE CITY OF CONWAY POLICE DEPARTMENT; AND FOR OTHER PURPOSES**

**Whereas**, the City of Conway has received reimbursements funds from the following entities:

Various Companies	\$ 16,620.21	Extra Duty Services
DEA	\$ 1,814.40	Reimbursement for OT
DOJ/Secret Service	\$ 1,644.12	Reimbursement for Equipment
Insurance Companies	\$ 7,040.52	Insurance Proceeds
Various Companies	\$ 1,900.00	Donations
DOJ	\$ 11,548.50	Grant funds

**Whereas**, the Conway Police Department needs these funds to replenish their expenditure accounts.

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

**Section 1.** The City of Conway shall appropriate funds from Various Companies in the amount of \$16,620.21 from 001.121.4185 to the Conway Police department's overtime expense account, 001.121.5114.

**Section 2.** The City of Conway shall appropriate reimbursement funds from DEA in the amount of \$1,814.40 from 001.121.4186 to the Conway Police Departments overtime expense account, 001.121.5114.

**Section 3.** The City of Conway shall appropriate reimbursement funds from Secret Service in the amount of \$1,644.12 from 001.121.4186 to the Conway Police Departments miscellaneous supplies expense account, 001.121.5699.

**Section 4.** The City of Conway shall appropriate insurance proceed funds in the amount of \$7,040.52 from 001.119.4360 to the Conway Police department fleet maintenance expense account, 001.121.5450.

**Section 5.** The City of Conway shall appropriate donation funds from various companies in the amount of \$1,900.00 from 001.119.4705 to the Conway Police Department miscellaneous supplies expense account, 001.121.5699.

**Section 6.** The City of Conway shall appropriate \$11,548.50 from the Federal Grant Revenue account, 401.121.4200 to the Conway Police Departments grant small equipment expense account, 401.121.5680.

**Section 7.** All ordinances in conflict herewith are repealed to the extent of the conflict

**PASSED** this 10<sup>th</sup> day of June, 2014.

**Approved:**

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**Mayor Tab Townsell**

**Attest:**

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



**City of Conway, Arkansas**  
**Ordinance No. O-14-\_\_\_\_\_**

**AN ORDINANCE ACCEPTING DONATED FUNDS TO THE CONWAY POLICE DEPARTMENT; AND  
 FOR OTHER PURPOSES**

**Whereas**, Conway Public Schools is donating funds in the amount of \$6,450, to the Conway Police Department for the purchase of a K9 police dog which will be assigned to a School Resource Officer; and

**Whereas**, the Conway Police Department needs these funds in order to purchase a K9 that can be assigned to the School Resource Program.

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

**Section 1.** The City of Conway shall accept the donated funds and appropriate to the capital equipment expense account, 001.121.5910.

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

**PASSED** this 10<sup>th</sup> date of June, 2014.

**Approved:**

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

**Attest:**

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



# MEMO

**TO:** Mayor Tab Townsell  
**CC:** City Council Members  
**FROM:** Chief A.J. Gary  
**DATE:** May 27<sup>th</sup>, 2014  
**SUBJECT:** 2014 Justice Assistance Grant

**Message:**

Please accept this as official notification that the Conway Police Department and Faulkner County Sheriff's department will be jointly applying for the 2014 Justice Assistance Grant (JAG grant). The total amount of this award, if granted, is \$24,225 which would be split equally between both agencies. There is no requirement for matching funds.

The Conway Police Department plans to use their portion of the grant proceeds, \$12,112.50, for the purchase of patrol rifles in efforts to enhance the safety of officers and citizens.

## AGREEMENT

This Agreement is entered this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between the City of Conway, Arkansas, and the Conway School District.

### WITNESSETH:

**WHEREAS**, District desires to maintain and improve a School Resource Officers' Program ("Program") to serve the respective needs and to provide for the maximum mutual benefit of the parties hereto; and

**WHEREAS**, this objective is to be accomplished by the controlled interaction of the City's police officers with students and staff of the District; and

**WHEREAS**, the district desires to reduce juvenile crime and to promote students' well being.

**NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:**

1. **SERVICES**

The City shall provide seven police officers and one police sergeant on a full-time basis to serve as School Resource Officers for the Conway School District. Two officers will be placed at the Conway High School; two officers will be placed at the Conway Junior High School; one officer will be placed at each middle school; and all officers will share the responsibilities of the elementary schools. The program may be expanded to add additional officers.

2. **CONSIDERATION**

In consideration for providing the above-described services, the Conway School District shall pay to the City the sum of \$280,000 which represents approximately half of the total costs associated with the officers' salaries, benefits, and the average overtime/comp that they receive as part of their SRO duties. The compensation shall be paid by the Conway School District to the City of Conway in full, between July 1, 2014 and July 30, 2015.

3. **TERMS**

The term of this Agreement shall be for a period commencing July 1, 2014, to and including, June 30, 2015. Absent termination by one of the parties hereto, or amendments mutually agreed upon by the parties, this Agreement shall automatically be renewed for additional terms of one year. This Agreement and all performances and obligations required hereunder may be terminated by the Mayor of the City of Conway or Superintendent of the Conway School District at any time and for any cause provided that the terminating party provides the other party with written notice of termination immediately upon the date of termination.



4. **PERSONNEL**

The School Resource Officers provided by the City shall be considered employees of the City. The School Resource Officers shall perform their services in accordance with Exhibit "A". Notwithstanding anything contained in this Agreement or the attachments to this Agreement, the School Resources Officer shall at all times be subject to the policies and procedures of the Conway Police Department. The City and the District shall be jointly responsible for the selection of an officer from the list of eligible candidates provided by the City. The City shall be responsible for the special training of the officer as required for participation in this program, and the scheduling of such School Resource Officers.

5. **INSURANCE**

City and District acknowledge that the other party is a governmental entity, duly organized under the laws of the State of Arkansas, and that each party relies on tort immunity. Accordingly, either parties, as a requirement of this Agreement shall not require additional insurance.

6. **ASSIGNMENT AND SUBCONTRACTING**

This Agreement and the performance of services required hereunder shall not be assigned or subcontracted by either party without the written consent of the other party.

7. **NOTICES**

Notices hereunder shall be given by first-class mail or personal service. Notice to the City shall be delivered or addressed to the Mayor, City of Conway, 1201 Oak Street, Conway, AR 72032. Notice to the District shall be delivered or addressed to the Superintendent of Schools, 2220 Prince Street, Conway, AR 72034.

Conway School District

City of Conway

\_\_\_\_\_  
Superintendent

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

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

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

# SCHOOL DISTRICT

## Exhibit A

### SCHOOL RESOURCE OFFICER

#### **QUALIFICATIONS:**

1. A police officer with a minimum of three years of law enforcement experience.
2. Officer has effective oral communication skills.
3. Officer has effective written communication skills.
4. Officer has strong desire to work with children and young adults.

#### **BASIC PERFORMANCE RESPONSIBILITIES:**

- A. The school resource officer will report directly to the school resource officer supervisor. The school resource officer supervisor will coordinate all resource officer activities with the Assistant Superintendent of Schools. Each school resource officer shall:
  1. Provide a general security presence within the school district at each of the SRO's assigned schools.
  2. Provide informal counseling to students and/or faculty.
  3. Act as a guest lecturer in the classroom in law enforcement related areas.
  4. Act as a liaison between the department and the school district.
  5. Investigate crimes occurring on school property.
- B. The school resource officer will assist school officials in setting up procedures for juvenile delinquency prevention programs by:
  1. Providing assistance to students and school staff members.
  2. Presenting various crime prevention, drug, and alcohol seminars.
  3. Serving as a positive role model.
  4. Bridging the communication gap between students and police.
  5. Enforcing State, Federal, and local laws whenever necessary.
  6. Preventing the organization of youth based gangs.
- C. The school resource officer will assist school officials with maintaining order in and around the school by investigating criminal behavior and taking enforcement action as appropriate to help insure a safe environment for students and school district officials.
- D. The school resource officer shall project a professional appearance and attitude that has a positive influence on the community.
- E. The school resource officer will report to his or her assigned school at the time designated by the school resource officer supervisor and will:
  1. Report to the area of assignment and remain in this area unless duty demands otherwise.
  2. Be visible in or around schools before school, during assemblies, lunch hours, and after school to ensure smooth school operation.
  3. Keep supervisors informed of the progress of investigations and/or problems in his or her area of responsibility.
  4. Accurately record daily activities as assigned and submit reports to the unit supervisor for approval.
- F. The school resource officer will perform any other duties as assigned by his or her supervisor.

- G. School resource officers who are assigned to schools will be on their assignments throughout the normal calendar year.
- H. Vacations other than school holidays will be taken primarily during times when school is not in session.

Note: The school resource officers will work extra-curricular activities at their assigned schools that the school resource officer supervisor deems necessary for the program to succeed. Compensation for the extra-curricular activities worked by the positions will be paid by time off through school holidays and summer months, to include the use of the School Resource Officer's accrued compensation time. Due to the accrual of this time the school resource officers are exempted from the departments 100 hour cap on accrued compensatory time.

I have read and agree to the above stipulations concerning extra-curricular activities.

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**School Resource Officer**

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