

Mayor Tab Townsell

City Attorney Michael Murphy

City Clerk/Treasurer Michael O. Garrett



City Council Members

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

City of Conway - City Council Meeting

www.cityofconway.org

Tuesday, February 28th, 2012 @ 6:30pm

Judge Russell L. "Jack" Roberts District Court Building – 810 Parkway St., Conway, AR 72032

5:30pm - Committee Meeting: **Public Hearing/2012 CDBG Allocations**

Call to Order Mayor Tab Townsell
Roll Call Michael O. Garrett, City Clerk/Treasurer
Minutes January 24th, 2012 & February 10, 2012 (SCC)
Announcements/Proclamations/Recognitions: Employee Service Awards

1. Report of Standing Committees:

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

1. Ordinance setting forth uniform requirements for direct and indirect contributors into the wastewater collection system and the wastewater treatment system for the City of Conway.
2. Consideration to approve supplemental power agreement with NRG Power for Conway Corporation.
3. Consideration to approved major airport development and operational issues for the new Conway Municipal Airport.

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

1. Consideration to change the date of the next scheduled City Council meeting.
2. Resolution setting a public hearing for to discuss closing a portion of Ellis Avenue right of way and a portion of the alley connecting Sanders Street and Lot 105 located in the Village at Hendrix.
3. Resolution authorizing the formation of the bicycle and pedestrian advisory board.
4. Consideration of a request from Cuerden Sign Co. for cutting vegetation (bush hogging) for two properties located along the I-40.
5. Consideration to approve CDBG allocations for FY2012.
6. Consideration to approve the nomination of Judge Michael Maggio to a five year term on the Conway Housing Authority Board.
7. Consideration to enter into a lease agreement with the Boys & Girls Club of Faulkner County for property located within Conway Station Park.

8. Ordinance accepting and appropriating donated funds for the Conway Tree Board to assist with the annual Arbor Day celebration.
9. Ordinance accepting proceeds from Faulkner County for GIS services work in updating Faulkner County GIS Data and appropriating funds for GIS purposes within the Planning and Development Department.
10. Ordinance to allow the discharging of air guns as part of a public display and/or educational event by properly qualified individuals.
11. Consideration to purchase right of way for the Prince Street Improvements Project for property located at 2605 Prince Street.
12. Consideration to accept bids for a steel drum compactor for the Street Department.
13. Consideration to accept bids for Project 1 & 2 of the Old Military Road & Nutter Chapel Road Street and Drainage Improvements.

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

1. Ordinance dedicating certain lands for public use as a fairground and parks.
2. Consideration to enter into a food services management agreement with Aramark for the Conway Parks & Recreation Department.

D. Finance

1. Consideration to approve the monthly financial reporting ending January 31, 2012.

E. Personnel

1. Ordinance appropriating funds and entering into an agreement with Johanson Group for a market pay survey for the City of Conway.

Old Business

New Business

Adjournment

Memo

To: Mayor and City Council Members
From: Lauralee Wilcox McCool, CDBG Director
Date: 2/22/2012
Re: 2012 Budget

The Community Development Department recently held trainings on CDBG funding in correlation with the 2012 funding cycle. I worked with each applicant to adjust their request to meet CDBG objectives and City of Conway priorities.

Highest priority was given to transportation services for the public services portion of the grant.

Attached is my recommendation for 2012 allocations. To determine allocations, we looked at serving the most people, the stability and longevity of programs and how to grow the City's CDBG program.

Unlike previous years, the federal allocation has been made known. This budget should reflect what the City of Conway will receive later this year. As always, if an adjustment is made in funds received, the amount of the allocation will be adjusted as well.

2012 CDBG RECOMMENDATIONS

2011 Projects Requests		Available Funding	2012 PROGRAM YEAR	Recommend
		\$272,281.20		
Agency Name	Amount Requested		Project Description	
Pine Street Revitalization Project	\$200,000.00		Sewer and water	\$180,000.00
CAPCA	\$120,000.00		Housing Rehab	
Bethlehem House	\$50,000.00		Building	\$50,000.00
Faulkner County Council on Aging	\$42,435.00		Re-asphalt of parking lot	\$42,281.20
Total	\$412,435.00			\$272,281.20
Public Services Requests		Available Funding		
ONLY 15% of total budget		\$62,834.00		
Bethlehem House	\$10,000.00		Collaborative Transportation Program	\$10,000.00
Boys & Girls Club	\$14,000.00		Transportation for kids	\$10,000.00
Senior Citizens	\$10,000.00		Transportation service of the elderly to the center	\$10,000.00
FCCDD	\$25,000.00		Trans Services to jobs & job training for Disabled	\$20,000.00
Conway Adult Ed Center	\$500.00		Supplies for construction of picnic tables	
Independent Living Services	\$3,200.00		Purchase of shredder for Profiles work	\$3,200.00
Independent Living Services	\$9,669.00		Match for a 9-passenger, handicap accessible bus	\$9,634.00
TOTAL	\$72,369.00			\$62,834.00
Administration 20%	\$83,778.80			\$83,778.80
GRAND TOTAL OF GRANT				\$418,894.00



City of Conway, Arkansas
Ordinance No. O-12-_____

AN ORDINANCE SETTING FORTH UNIFORM REQUIREMENTS FOR DIRECT AND INDIRECT CONTRIBUTORS INTO THE WASTEWATER COLLECTION SYSTEM AND THE WASTEWATER TREATMENT SYSTEM FOR THE CITY OF CONWAY, ARKANSAS AND FOR OTHER PURPOSES.

WHEREAS, The City of Conway, Arkansas operates a publicly owned Wastewater Treatment works and is required by State and federal law to develop pretreatment programs to regulate industrial discharges to their systems; and

WHEREAS, The Arkansas Department of Environmental quality reviewed the proposed ordinance and has required the City to adopt the ordinance; and

WHEREAS, Arkansas Code Annotated Section 14-55-207 authorizes municipalities to adopt by reference technical codes, including codes regulating, among other matters, public health and plumbing; and

WHEREAS, the City Council of the City of Conway, Arkansas, finds that codes regulating contributors into the wastewater collections and treatment systems of the City of Conway are health codes as contemplated by Section 14-55-207:

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

SECTION 1. The City Council hereby adopts by reference that certain ordinances and codes entitled “An Ordinance Setting forth Uniform Requirements for direct and Indirect Contributors into the Wastewater Collection System and the Wastewater Treatment System for the City of Conway, Arkansas and for other purposes”, which is attached to this ordinance. Three (3) copies of the code have been filed electronically in the office of the Clerk/Treasurer for inspection and view by the public prior to the passage of this Ordinance and the code has been posted on the web site of Conway Corporation.

SECTION 2. The City has given notice to the public by publication in a paper of general circulation with the city of Conway, stating, that copies of the code, or the pertinent parts thereof, and the related documents are open to public examination prior to the passage for this ordinance.

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

SECTION 4. This Ordinance shall have an effective date of April 1, 2012 and shall otherwise be in full force and effect from and after its passage and publication.

Passed this 28th day of February, 2012.

Approved:

Attest:

Mayor Tab Townsell

Michael O. Garrett
City Clerk/Treasurer

Memo:

To: Mayor Tab Townsell
CC: City Council Members
From: Bill Bethea, Conway Corporation
Date: February 22, 2012
Re: General Pretreatment Regulations

Purpose and Policy

This ordinance sets forth inform requirement for direct and indirect contributors into the wastewater collection and treatment systems of the city of Conway, Arkansas and enables the City to comply with all applicable State and Federal Laws required by the Clean Water Act of 1977 (Public Law 95-217 and 33 U.S.C. 1251 et.seq.) and the General Pretreatment Regulations (40 CFR, Part 403).

The objectives of this ordinance are:

- A. To prevent the introduction of pollutants into the city's Wastewater System that will interfere with the operation of the System or contaminate the resulting sludge;
- B. To prevent the introduction of pollutants into the City's Wastewater System that will pass through the system. inadequately treated, into the receiving waters, the atmosphere or otherwise be incompatible with the system;
- C. To improve the opportunity to recycle and reclaim wastewaters and sludge's from the systems;
- D. To provide for the equitable distribution of the cost of the City's Wastewater System;
- E. To protect wastewater system employees who may be affected by wastewater and sludge in the performance of their jobs and the general public; and to enable Conway to comply with its National Pollutant Discharge Elimination System (NPDES) Permit Conditions, Sludge Use and Disposal Requirements, and other Federal and State Laws to which the City's Wastewater System is subject.
- F. To encourage pollution prevention through waste minimization, source reduction, best management practices, water and energy conservation.

This ordinance provides for the regulation of direct and indirect contributors to the city wastewater system through the issuance of permits to non-domestic users and through the authorizes monitoring, compliance and enforcement activities; requires user reporting, assumes that existing customers capacity will not be preempted, and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

This ordinance shall apply to all contributors to the Wastewater System of the City of Conway, Arkansas. This ordinance is a supplement to City Ordinance No. O-89-14, as amended.

February 24, 2012

NRG Power Marketing LLC
211 Carnegie Center
Princeton, NJ 08540
Attention: Contract Administration

NRG Power Marketing LLC
211 Carnegie Center
Princeton, NJ 08540
Attention: Legal Department

NRG Power Marketing LLC
112 Telly St.
New Roads, LA 70760

Re: Provisions of Supplemental Power

Gentlemen:

Reference is made to that certain Power Supply Agreement dated May 12, 2009, as amended April 26, 2011 (collectively, the "Agreement"), between NRG Power Marketing LLC ("Seller") and the City of Conway, Arkansas ("Buyer"). All capitalized terms used herein but not otherwise defined shall have the meaning in the Agreement.

From time to time, Seller may be able to offer Energy to Buyer that may be more economical than certain Energy purchases from Buyer's Resources for such period of time. Through this Letter Agreement, effective on the date agreed to and accepted below, Seller and Buyer are providing additional terms and conditions for the sale and purchase of Supplemental Power, as further defined below. Except to the extent modified herein, all terms and conditions of the Agreement will apply to the Buyer's purchase and Seller's sale of Supplemental Power, including but not limited to such provisions for Payment and Netting, Disputes/Governing Law, and Confidentiality.

Supplemental Power is defined as Energy that is sold and scheduled by Seller and purchased and received by Buyer that would otherwise represent Energy volumes that Buyer would have scheduled from Buyer's Resources. Seller has no obligation to offer Supplemental Power to Buyer at any time; nor does Seller have an obligation to offer Supplemental Power at a particular price when offered to Buyer. Buyer does not have an obligation to purchase Supplemental Power at any time; provided, Buyer can only purchase Supplemental Power from Seller.

Provisions of Supplemental Power

Seller may, from time to time and at its sole discretion, submit a Supplemental Power offer ("Offer") to Buyer. An Offer shall include the Energy pricing and the relevant time period in which such Energy pricing is applicable. Upon Buyer review, Buyer shall have

thirty (30) minutes following receipt of Offer to take one of three actions: (i) Buyer shall accept any portion of the Offer and submit the applicable schedule to Seller, (ii) Buyer shall submit a counteroffer to the Offer to Seller, or (iii) Buyer shall reject the Offer by providing notice to Seller and neither party shall have any further obligation specific to the Offer.

Acceptance of Offer

If Buyer accepts the Offer (as described in (i) above), Buyer shall be responsible for payment, at the applicable prices, for the Energy schedule submitted by Buyer at the applicable prices as defined in the Offer. Upon receipt of Buyer's acceptance, Seller shall schedule such Supplemental Power to Buyer for the applicable time period. Upon acceptance of the Offer, Buyer shall decrease schedules from Buyer's Resources to Buyer to accommodate the delivery of Supplemental Power from Seller to Buyer for the applicable time period.

Counteroffer to Offer

If Buyer submits a counteroffer to the Offer (as described in (ii) above), Seller shall have thirty (30) minutes to respond to Buyer, with Seller either accepting or rejecting Buyer's counteroffer to the Offer. In the event Seller accepts Buyer's counteroffer to the Offer, upon confirmation of pricing and Energy volumes for the applicable time period, Seller shall schedule such Supplemental Power to Buyer for the applicable time period. Buyer shall decrease schedules from Buyer's Resources to Buyer to accommodate the delivery of Supplemental Power from Seller to Buyer for the applicable time period. If Seller rejects the counteroffer to the Offer, neither Party shall have any further obligations specific to such Offer or counteroffer.

Rejection of Offer

If Buyer rejects the Offer (as described in (iii) above), neither Party shall have any further obligations specific to such Offer.

Notification of Offer

Seller shall provide an Offer to Buyer for next-day ("day-ahead") delivery by no later than 7:00 a.m. CPT on the day immediately preceding the day-ahead delivery date. Seller shall provide an Offer to Buyer, for day-ahead delivery on Saturday, Sunday, Monday, and any NERC holiday, on the immediately preceding business day to such Offer's day-ahead delivery.

In the event either party is interested in an Offer for a period other than day-ahead delivery, the parties shall mutually agree upon a notification period for such Offer prior to Seller submitting such Offer to Buyer. Such alternate periods may include durations less than 24 consecutive hours and periods of greater than 24 consecutive hours, as determined by Seller at its sole discretion.

Additional Provisions

At no time shall Supplemental Power exceed the Energy that would otherwise be contractually available to Buyer from Buyer's Resources. Any Energy other than (a) Energy delivered from Buyer's Resources to Buyer, subject to the terms and conditions of the Agreement, and (b) Supplemental Power, shall be billed at the contract rate as stated in the Agreement.

For any period in which the Total Load is being served exclusively with Buyer's Energy and Supplemental Power, and the Total Load is less than the sum of Buyer's Energy and Supplemental Power during such period, Seller shall adjust the Supplemental Power schedule as necessary to serve the Total Load and meet its obligations of the Agreement.

The Parties shall use email as the primary method of communicating Offers and any subsequent actions of the Parties related to such Offers. Any Offer submitted by Seller to Buyer shall include the contact information of both parties including email addresses and direct phone numbers within the Supplemental Power schedule template.

Billing

Supplemental Power shall be accounted for and separately detailed on Seller's monthly invoicing, and Seller will adjust the Energy Billing Determinant (similar to an adjustment for Substitute Energy) for such Supplemental Power. Buyer may request and Seller shall provide details as to the invoiced amount for Supplemental Power for any month during the Term. Such Supplemental Power details shall be subject to the confidentiality provisions of the Agreement. A sample invoice is included as Exhibit 1 to this Letter Agreement.

City of Conway, AR

By: _____

Name: Tab Townsell

Title: Mayor

AGREED AND ACCEPTED THIS ____ DAY OF _____, 2012:

NRG Power Marketing LLC

By: _____

Name:

Title:



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

Ronnie Hall, P.E.
City Engineer
ronnie.hall@cityofconway.org
501-450-6165

February 23, 2012

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

Re: Relocated Conway Airport
Local Funds & Local Issues

Dear Mayor Townsell:

The current schedule (based on anticipated FAA funding amounts) for the airport development construction projects is generally as follows:

- | | | |
|--|--------------------|------------------------|
| • Earthwork and Drainage | \$6,500,000 (FAA) | Apr. 2011 – Sept. 2012 |
| • New Airport Entrance Road | \$750,000 (City) | May 2012 – May 2013 |
| • Runway Paving & Perimeter Fence | \$5,675,000 (FAA) | July 2012 - May 2013 |
| • Terminal Building | \$1,800,000 (City) | Nov. 2012 – Oct. 2013 |
| • Taxiway & Apron Paving, Lighting & Entrance Road | \$5,500,000 (FAA) | May 2013 – July 2014 |
| • Offsite Waterline, Hangers & Fueling | \$3,100,000 (City) | July 2013 – July 2014 |
| • AIRPORT OPENS | | August 2014 |
| • Complete Parallel Taxiway & Apron for Corporate Hanger | \$3,000,000 (FAA) | July 2014 – May 2015 |
| • Hangers | \$600,000 (City) | Aug. 2014 – July 2015 |

The above projects will provide a 5,500 foot long x 100' wide runway by opening date in August 2014. The terminal building along with public hangers to accommodate existing airport users and building sites for private corporate hangers and related aprons connecting taxiways would be in place by the opening date. The completed parallel taxiway along with additional hangers would be completed in 2015.

As presented above several of the elements of the airport are identified as “City” funded. As part of the city’s commitments to FAA, the value of the existing Cantrell Field property must be used for aviation facilities and aviation related improvements at the new airport. The appraisal firm of Richard A. Stephens & Associates of Little Rock, Arkansas has presented an appraisal with an estimated market value of \$8,395,000 to \$9,095,000 for the 151 acres of property associated with existing Cantrell Field.

In order to complete the necessary non-FAA eligible elements by the August 2014 opening date, the city will need to make available over 50% of the funds to be generated from the sale of existing Cantrell Field prior to the closure and sale of the existing airport. Thus, some mechanism should be established to provide funds for these projects conforming to the schedule presented below. We will be receiving invoices for the terminal building schematic architectural work in March 2012.

The preliminary budget and projected state grants for major non-FAA eligible elements at the new airport are summarized as follows:

Year	Project	Estimated Cost	City Funds	State Funds
2012	New Access Road	\$750,000	\$300,000	\$450,000
2012	Terminal Building	\$1,800,000	\$1,350,000	\$450,000
2013	Offsite Waterline	\$1,500,000	\$1,500,000	
2013	Hangers	\$550,000	\$275,000	\$275,000
2013	Hangers	\$750,000	\$300,000	\$450,000
2013	Fueling Facilities	\$300,000	\$150,000	\$150,000
2014	Hangers	\$600,000	\$150,000	\$450,000
2014	Possible FBO Buyout	\$250,000	\$250,000	
2014	Site Equip. & Maint. Bldg	\$150,000	\$150,000	
2015	Hangers	\$600,000	\$150,000	\$450,000
Reserve for possible waterfowl lease mitigation, Lollie Rd. Improvements & Aviation Enhancement Projects		<u>\$3,500,000</u>	<u>\$3,250,000</u>	<u> </u>
TOTAL		\$10,750,000	\$8,075,000	\$2,675,000

Following is a listing of major airport development and operational issues the city needs to address over the next year.

- Interim Financing Plan
- Plan for Method of Disposal of existing Cantrell Field property.
 - Advertise for Proposals and Price?
 - Developer must conform to City Designated Land Use Plan?
 - Developer required to present a proposed Land Use Plan for evaluation?
- Plan for method of operating new airport.
 - Have city staff personnel operate airport?
 - Have Fixed Base Operator (FBO) operate airport?
 - Have airport managed by Airport Commission and Airport Manager?
 - Have Airport Advisory Committee to make recommendations to City?

Please advise if you have questions or need additional information.

Sincerely,

Ronnie Hall, P.E.



City of Conway, Arkansas
Resolution No. R-12- _____

A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSING OF A PORTION OF THE ELLIS AVENUE RIGHT-OF-WAY AND A PORTION OF THE ALLEY CONNECTING SANDERS STREET AND LOT 105 LOCATED IN THE VILLAGE AT HENDRIX AS FOUND IN PLAT OF RECORDS IN FAULKNER COUNTY PLAT BOOK L, PAGE 6.

WHEREAS, a petition has been filed with the City Council of the City of Conway, Arkansas by The Village at Hendrix to close a portion of Ellis Street right-of-way and a portion of the alley connecting Sanders Street and Lot 105 located in The Village at Hendrix 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 _____.
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 28th day of February, 2012

Approved:

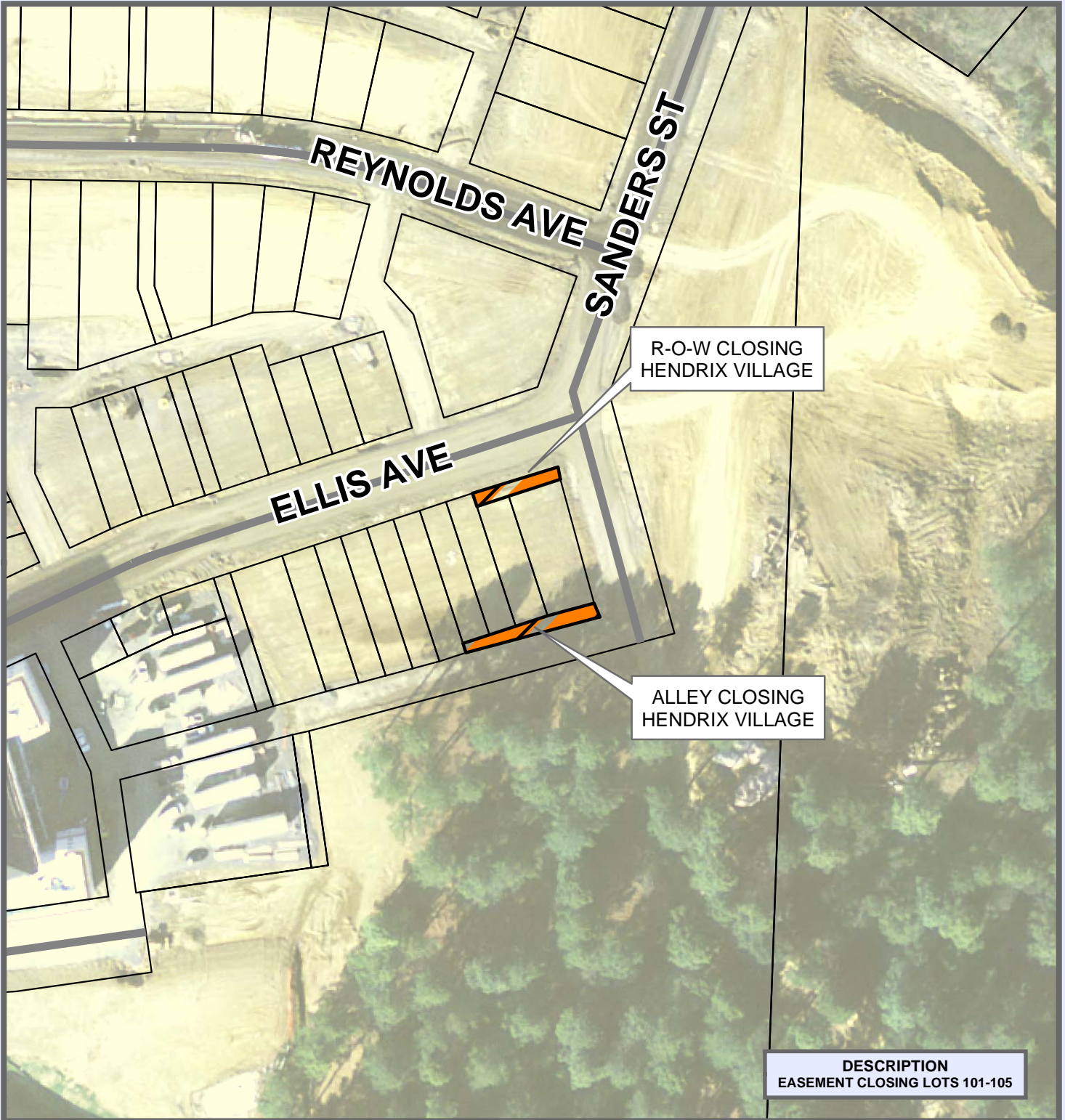
Attest:

Mayor Tab Townsell

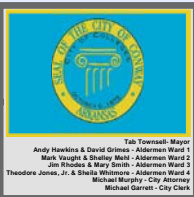
Michael O. Garrett
City Clerk/Treasurer

CITY OF CONWAY

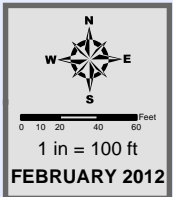
HENDRIX VILLAGE -- ALLEY R-O-W CLOSING



DESCRIPTION
EASEMENT CLOSING LOTS 101-105



INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	MF-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	MF-2
COLLECTOR	CITY LIMITS	R-2	MF-3
RESIDENTIAL		HR	RMH
PRIVATE ROAD		SR	
INTERSTATE RAMP		Commercial	Office
RAILROADS		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	
		Special	SP
			S-1
			A-1
			PUB



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

CONTACT INFORMATION
 LANDMARK IMS WEBSITE:
gis.cityofconway.org (UNDER DEVELOPMENT)
 E-MAIL: Jason.Lyon@CityofConway.org



City of Conway, Arkansas
Resolution No. R-12-_____

A RESOLUTION AUTHORIZING THE FORMATION OF THE BICYCLE AND PEDESTRIAN ADVISORY BOARD

Whereas, the City of Conway, Arkansas, desires to maintain and advance itself as a Bicycle-Friendly Community through the League of American Bicyclists, and

Whereas, the City of Conway, Arkansas, desires to gain status as an official Walk-Friendly Community as designated by the UNC Highway Safety Research Center and the Pedestrian and Bicycle Information Center, and

Whereas, the City of Conway, Arkansas, desires to achieve the federal and state goals of the National Center for Safe Routes to Schools.

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

Section 1: That the City Council of the City of Conway hereby renames the Bicycle Advisory Board (BAB) the Bicycle and Pedestrian Advisory Board (BPAB) and will now consist of a total of eleven members, up from seven. Of these four additional members, two will represent pedestrian issues and two will represent Conway schools. All members will still be required to be citizens of the City of Conway, and will be appointed by the Mayor of the City of Conway and confirmed by the City Council.

Section 2: The members will serve staggered three year terms. In the initial year, the new members will draw for one, two and three year terms (with two members drawing three year terms). Each subsequent year, members will be appointed for full three year terms.

Section 3: The mission of the Bicycle and Pedestrian Advisory Board (BPAB) will be to work with the city of Conway to recommend ways the city can become and remain 1) an official Bicycle-Friendly Community as designated by the League of American Bicyclists, 2) an official Walk-Friendly Community as designated by the UNC Highway Safety Research Center and the Pedestrian and Bicycle Information Center, and 3) a community that seeks to achieve the federal and state goals of the Safe Routes to Schools program. The goals of SRTS and the assessment tools of the WFC initiative include the five Es that the League uses to certify bicycle friendly communities. The five Es are Engineering, Education, Encouragement, Enforcement, and Evaluation. The expanded board will focus on these areas with an added focus on pedestrian issues.

Section 4: All resolutions in conflict herewith are hereby repealed to the extent of that conflict.

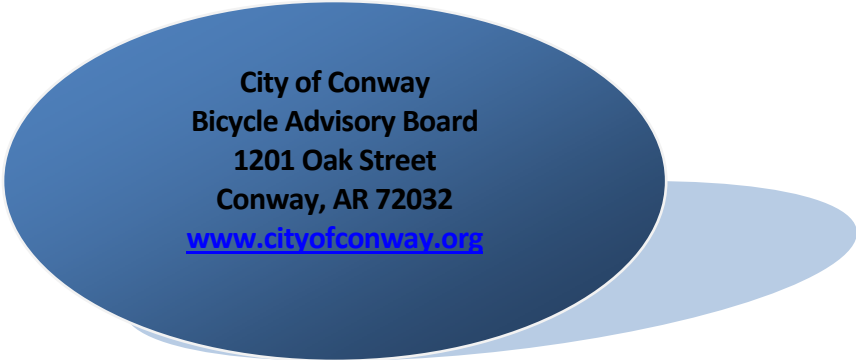
PASSED 28th day of February, 2012.

Approved:

Attest:

Mayor Tab Townsell

Michael O. Garrett
City Clerk/Treasurer

The logo for the City of Conway Bicycle Advisory Board is a blue oval with a gradient, containing the organization's name and address. A light blue shadow is cast to the right of the oval.

City of Conway
Bicycle Advisory Board
1201 Oak Street
Conway, AR 72032
www.cityofconway.org

Memo:

To: Mayor Tab Townsell
CC: City Council Members

From: Bicycle Advisory Board

Date: January 28th, 2012

Re: Changes to the Bicycle Advisory Board

The Bicycle Advisory Board recommends that the board be revised and expanded so it can advise the city on issues related to pedestrians as well as bicyclists and thereby include issues related to Safe Routes to Schools (SRTS). The safe routes to schools committee was awarded a grant of which approximately \$14,247 remains, intended for education efforts. But the committee has to a large extent dissolved. Administering the grant would now come under the purview of this expanded board. Inasmuch as the League of American Bicyclists works closely with the National Center for Safe Routes to Schools, we believe it is appropriate that the bicycle advisory board to be reformulated in this matter.

We propose the following as the name for this new board:

- The Bicycle and Pedestrian Advisory Board (BPAB)

The current mission of the BAB is the following:

- The mission of the Bicycle Advisory Board (BAB) is to work with the city of Conway to recommend ways the city can become and remain an official Bicycle Friendly Community as designated by the League of American Bicyclists. Doing so entails
 1. Engineering of streets to include bicycle facilities (lanes, sharrows, etc) and to expand paved trail networks;
 2. Educational efforts to help bicyclists and motorists learn to share the road;

3. Enforcement efforts to ensure that bicyclists and motorists both know and obey the rules of the road;
4. Encouraging the citizens of Conway to increase bicycling through events; and
5. Evaluating our progress in responding to the needs of bicyclists in our community.

We recommend that this be revised to include:

The mission of the SRTS committee and the aims of the Walk-Friendly Community initiative (see www.walkfriendly.org)

The mission of the Bicycle and Pedestrian Advisory Board (BPAB) is to work with the city of Conway to recommend ways the city can become and remain:

1. An official Bicycle Friendly Community as designated by the League of American Bicyclists,
2. An official Walk-friendly committee as designated by UNC Highway Safety Research Center and the Pedestrian and Bicycle Information Center, and
3. A community that seeks to achieve the federal and state goals of Safe Routes to Schools. The goals of SRTS and assessment tools of the WFC initiative include the five Es that the League uses to certify bicycle friendly communities.

The five Es are: Engineering, Education, Encouragement, Enforcement, and Evaluation. So the new board will focus on these areas with an added focus on pedestrian issues.

Further, we propose that the membership of the Board be expanded by four. At present we are seven members, with a number of city officials serving important ex officio capacities. Of these four additional members it should be stipulated that two will represent pedestrian issues, and two will represent Conway schools.

February 24, 2012

To Whom It May Concern:

This is to certify that I have no objections to Cuerden Sign Co. Inc. cutting vegetation (bush hogging) on the highway right of way, along the south side of Interstate 40 adjacent to the Cuerden Sign billboard location on the Kay Dickens property just at the 124 mile marker. I understand that this is a permitted activity allowed by the Arkansas Highway & Transportation Department.

Respectfully,

Tab Townsell
Mayor

February 24, 2012

To Whom It May Concern:

This is to certify that I have no objections to Cuerden Sign Co. Inc. cutting vegetation (bush hogging) on the highway right of way, along the south side of Interstate 40 adjacent to the Cuerden Sign billboard location on the DJ Waller just at the 126 mile marker. I understand that this is a permitted activity allowed by the Arkansas Highway & Transportation Department.

Respectfully,

Tab Townsell
Mayor

2011 Projects Requests		Available Funding	2012 PROGRAM YEAR	Recommend
		\$272,281.20		
Agency Name	Amount Requested		Project Description	
Pine Street Revitalization Project	\$200,000.00		Sewer and water	\$180,000.00
CAPCA	\$120,000.00		Housing Rehab	
Bethlehem House	\$50,000.00		Building	\$50,000.00
Faulkner County Council on Aging	\$42,435.00		Re-asphalt of parking lot	\$42,281.20
Total	\$412,435.00			\$272,281.20
Public Services Requests		Available Funding		
ONLY 15% of total budget		\$62,834.00		
Bethlehem House	\$10,000.00		Collaborative Transportation Program	\$10,000.00
Boys & Girls Club	\$14,000.00		Transportation for kids	\$10,000.00
Senior Citizens	\$10,000.00		Transportation service of the elderly to the center	\$10,000.00
FCCDD	\$25,000.00		Trans Services to jobs & job training for Disabled	\$20,000.00
Conway Adult Ed Center	\$500.00		Supplies for construction of picnic tables	
Independent Living Services	\$3,200.00		Purchase of shredder for Profiles work	\$3,200.00
Independent Living Services	\$9,669.00		Match for a 9-passenger, handicap accessible bus	\$9,634.00
TOTAL	\$72,369.00			\$62,834.00
Administration 20%	\$83,778.80			\$83,778.80
GRAND TOTAL OF GRANT				\$418,894.00



Housing Authority of the City of Conway

MARYANN BOYD
Executive Director

January 26th, 2012

Honorable Mayor Tab Townsell & City Council
City of Conway
1201 Oak Street
Conway, AR 72032

Dear Mayor and City Council Members:

The term of Michael Maggio as a commissioner on the Board of the Housing Authority of the City of Conway, expires on January 15th, 2012.

At the Annual meeting held January 23rd, 2012, the Board voted to recommend that Judge Maggio be reappointed for another five year term beginning January 15th, 2012. The Board requests the approval of the City Council as to this appointment.

Sincerely,

Mary A. Boyd
Executive Director

MB:nh

REAL ESTATE LEASE

THIS LEASE entered into on this ____ day of _____, 2012, by and between the City of Conway, Arkansas (hereinafter referred to as "LESSOR"), and the Boys & Girls Club of Faulkner County, Incorporated, (hereinafter referred to as "LESSEE"):

WHEREAS, the LESSOR is a city of the first class, organized and existing pursuant to the laws of the State of Arkansas, and is the owner of the hereinafter described property located in the City of Conway, Faulkner County, Arkansas, and:

WHEREAS, the LESSEE is a non-profit corporation, organized and existing pursuant to the laws of the State of Arkansas, and is desirous of leasing the property hereinafter described from the LESSOR for purposes of constructing a headquarters building on said property, and the LESSOR is desirous of leasing the property to LESSEE for purposes of constructing a headquarters building, and to that end the parties do hereby agree:

ARTICLE I. LEASED PROPERTY

1.01 The LESSOR does hereby lease to the LESSEE, and the LESSEE does hereby accept and lease from the LESSOR the hereinafter described property located in Conway, Faulkner County, Arkansas, to wit:

A part of the NW ¼ NE ¼ of Section 13, Township North, Range 14 West, Faulkner County, Arkansas, being more particularly described as commencing at the Southeast Corner of said NW ¼ NE ¼ and running thence N 01°58'42" E, along the East line of said NW ¼ NE ¼, 1088.77 feet; thence run N 88° 10'06" W, 28.89 feet to a set ½" rebar on the West right of way of South German Lane and the point of beginning; thence run N 88° 10'06" W, 288.82 feet to a set ½" rebar; thence run N 01°53'26" E, 191.61 feet to a set ½" rebar on the south right of way of Robbins Street; thence run S 88°29'22" E, along said right of way, 260.64 feet; thence along an arc to the right having a chord bearing and distance of S 43°17'58" E, 39.73 feet, arc length of 44.17 feet, and radius of 28.00 feet; thence run S 01°53'26" W, 165.05 feet to the point of beginning. Said tract contains 1.27 acres more or less.

ARTICLE II. TERMS OF LEASE

2.01 This lease is to run for a period of 99 years beginning on the day of execution of this agreement and to run to the same day in the year 21___. LESSEE shall have an option to renew at the end of the term of this lease for the same terms and conditions set out herein.

ARTICLE III. RENT AND CONSIDERATION

3.01 The LESSEE does hereby promise and agree to pay and the LESSOR the sum of one dollar (\$1.00) per year for rent of the leased premises as set forth above. The first year's rent shall be due on the execution of this agreement with the proceeding year's to be paid on the ____ day of January and each succeeding year thereafter for the entire terms of this lease. Alternatively, that LESSEE may, at its option, pay the entire amount in advance and LESSOR does hereby accept same and acknowledge receipt of \$99.00. That the Parties, in addition to the consideration, agreements and covenants herein,

acknowledge that LESSEE provides, as part of its mission and regular programming, opportunities for youth to participate in sports, fitness and recreation activities. The Parties expressly recognize that LESSOR anticipates that this Agreement will provide a public advantage in furthering the supplemental and complementary nature of LESSEE's youth programs, including but not limited to sports leagues administered by LESSEE for city youth and otherwise exposing city youth to city parks and recreation programs and opportunities, including the LESSOR's baseball facility located on the same grounds as the leased premises.

ARTICLE IV. SPECIAL CONDITIONS

4.01 It is hereby agreed and understood by these parties that in the event the leased property set forth above ceases to be used for a Boys & Girls' Club of Faulkner County building, or for the uses reasonably consistent with the intent of this agreement and activities and benefits as set out in Section 3.01, then the LESSOR can at its option declare this lease null and void, and retake immediate possession of the property aforesaid. In addition, if the LESSEE has not started construction by the ___ day of _____, 20___, the LESSOR can at its option declare this entire agreement null and void, and immediately retake possession of the property.

4.02 It is agreed and understood by these parties that any improvements or additions placed upon the leased property will, at the expiration of this lease set forth above, become the sole and exclusive property of the LESSOR; all personal property located on the Premises may be removed upon the expiration or termination of the Lease.

4.03 LESSEE does hereby promise and agree that it will be responsible for and hold the LESSOR harmless from any expenses incurred and the construction of any improvements alterations, additions, or changes on the above described property at any time, or for any injuries that may arise out of the LESSEE'S use of the leased property, or any causes of actions or any reason whatsoever that may arise out of the LESSEE'S use of the leased property. In the event LESSOR is required to pay any sums whatsoever because of the LESSEE'S use of the property as aforementioned, LESSEE agrees to immediately upon demand reimburse the LESSOR for any sums so expended.

4.04 This agreement cannot be assigned nor can the leased premises be sublet without first obtaining the written consent of the LESSOR. In the event this agreement is assigned, or the premises are sublet without the prior or written consent of the LESSOR, the LESSOR can at its option declare this agreement null and void and immediately retake possession of the property as set forth above.

4.05 This agreement contains all of the terms, promises, and conditions entered into by these parties and are meant to be binding upon their successors and assigns.

4.06 Time is of the essence of this agreement.

4.07 In the event the LESSEE becomes insolvent and goes in to voluntary or involuntary receivership or voluntary or involuntary bankruptcy, or in the event the LESSEE fails to pay the rent or abide by any of the terms or conditions of this lease, the LESSOR can at its option declare the agreement null and void immediately, and has a right to retake possession of said leased property. In the event the LESSEE does not peaceably surrender possession to the LESSOR, and legal action is necessary, LESSEE agrees to pay all reasonable court costs and attorney's fees incurred by the LESSOR in comportment of this agreement.

THIS AGREEMENT EXECUTED ON THE DAY AND DATE FIRST ABOVE WRITTEN IN DUPLICATE BY THE UNDERSIGNED DULY AUTHORIZED OFFICERS AND/OR DIRECTORS OF THE RESPECTIVE PARTIES TO THIS AGREEMENT.

City of Conway, LESSOR

BY: _____
Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer

Boys & Girls' Club of Faulkner County, LESSEE

BY: _____

ATTEST:

SECRETARY

ACKNOWLEDGMENT

On this day before the undersigned, a Notary Public within and for Faulkner County, Arkansas, duly commissioned and acting, the within named Tab Townsell and Michael O. Garrett, to me personally known that they are the Mayor and City Clerk respectively for the City of Conway and _____ and _____ known to me as President and Secretary of the Boys & Girls' Club of Faulkner County, all of whom stated that they were authorized to execute the foregoing instrument on behalf of the organizations represented and that they signed, executed, and delivered said instrument for the consideration and purposes mentioned therein.

WITNESS my hand and seal as Notary Public this day ____ of _____, 2012.

Notary Public

MY COMMISSION EXPIRES:



City of Conway, Arkansas
Ordinance No. O-12- _____

AN ORDINANCE ACCEPTING AND APPROPRIATING DONATION FUNDS FOR THE CONWAY TREE BOARD TO HELP PAY FOR EXPENSES ASSOCIATED WITH THE ANNUAL ARBOR DAY CELEBRATION; AND FOR OTHER PURPOSES;

WHEREAS, donations in the amount of \$268 were received from Simmons First National Bank, Angela Lewis, V. Marsh, and various others in support of the annual Arbor Day celebration; and

WHEREAS, the holiday of Arbor Day, recognized by official proclamation, is one of critical importance to the education of the general public to the beneficial role our urban forest plays within our community; and

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

Section 1. The City of Conway, Arkansas, shall accept donation funds in the amount of \$268 and appropriate said funds from the Donations Account (260-000-4705) to the Tree Board Account (260-000-5430).

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

Passed this 28th day of February, 2012.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-12-_____

AN ORDINANCE ACCEPTING PROCEEDS FROM FAULKNER COUNTY FOR GIS (GEOGRAPHIC INFORMATION SYSTEM) WORK IN UPDATING FAULKNER COUNTY GIS DATA, PER INTERLOCAL AGREEMENT (R-11-71) AND APPROPRIATING FUNDS FOR GIS PURPOSES WITHIN THE PLANNING AND DEVELOPMENT DEPARTMENT, AND FOR OTHER PURPOSES:

WHEREAS; Faulkner County has agreed that it is in the best interests of Faulkner County to contract with Conway to extend the operation of GIS under an arrangement to Faulkner County. These proceeds will provide funding for updates to the Conway GIS including but not limited to GIS software, maintenance, and asset upgrades. No city match is required as part of this agreement; and

WHEREAS; Faulkner County has provided an agreement in the amount of \$14,000 for the cost of work performed by the Conway GIS Coordinator for GIS updates and map updates to be disbursed quarterly (Invoice January 15th, April 15th, July 15th, October 15th);

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

SECTION 1: The City of Conway shall accept proceeds from Faulkner County in the amount of \$3,500 each quarter (total of \$14,000 for year) and appropriate said funds from (399-000-4200, Miscellaneous Grant Fund Revenue Account); into the following account:

\$14,000	399-105-E-5930
----------	-----------------------

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

PASSED this 28th day of February, 2012

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Ordinance No. O-12-__**

AN ORDINANCE AMENDING THE CONWAY CITY CODE TO ALLOW THE DISCHARGING OF AIR GUNS AS PART OF A PUBLIC DISPLAY AND/OR EDUCATIONAL EVENT BY PROPERLY QUALIFIED INDIVIDUALS; REPEALING ANY ORDINANCES IN CONFLICT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:

WHEREAS, The City of Conway would like to amend the City Code to allow the discharging of air guns as part of a properly staffed public display and/or educational event and;

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

SECTION 1. That the Conway City Code, Section 7.12.02, Discharging air guns shall be amended as follows:

Discharging air guns. It shall be unlawful for any person to discharge within the city any type of "B-B", pellet or air rifle or pistol or any other such rifle or pistol which is gas, air or spring operated. Provided, however, that the mayor or city council may order a public display and/or educational event of air gun shooting skills by properly qualified individuals. Provided that such display or displays shall be of such character and so located such that said event shall not be hazardous to surrounding property or endanger any person or persons.

SECTION 2. That any ordinance which conflicts with this ordinance is hereby repealed to the extent of the conflict.

SECTION 3. That this ordinance is necessary for the protection, peace, health and safety of the citizens of Conway, and therefore, an emergency is declared to exist, and this ordinance shall go into effect from and after its passage and approval.

PASSED this 28th day of February, 2012.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



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

Ronnie Hall, P.E.
City Engineer
ronnie.hall@cityofconway.org
501-450-6165

February 21, 2012

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

Re: Prince Street Improvements-Western Ave. to Shady Lane
Tract 28 (Lovell) and Tract 29 (Doyle)

Dear Mayor Townsell;

The offer to acquire 1,298 square feet of Right of Way from Lisa and Roy Lovell at 2605 Prince Street for the appraised amount of \$10,000 (\$7.70 per square foot) has been accepted and is proceeding to closing subject to your approval. In addition to the land acquisition cost, we will pay for the relocation of the "Edward D. Jones" sign on this site.

The offer to acquire 1,685 Square Feet of Right of Way from David and Ruth Doyle at 2605 Prince Street for the appraised (Coats Appraisal Service) amount of \$14,000 (\$8.31/S.F.) has been rejected and a counteroffer of \$16,000 (\$9.50/S.F.) presented as acceptable compensation. The only alternative appraisal report presented to substantiate the counteroffer was a 2008 appraisal for bank financing which presented a value of \$8.90 per square foot. The comp sales value included in our appraisal (Coats) included the following:

- \$9.66 per square foot for residual property (now CPA office) south of Bank of the Ozarks on Washington.
- \$9.44 per square foot was the Slim Chicken site on Salem near College.
- \$7.81 per square foot for a 4.26 acre strip center site in Sherman Heights.
- \$5.20 per square foot for a medical office lot on Club Lane immediately north of College.

Comp sales prices in the bank financing appraisal were:

- \$10.00 per square foot for prop at College & Hogan
- \$9.51 per square foot for lot in North Market Plaza near Donaghey & Washington.
- \$9.63 per square foot for property at Hogan & Prince
- \$8.50 per square foot for property in North market Plaza near Meadowlake & Donaghey.

I am requesting approval of the Lovell acquisition of 1,298 square feet of right of way at the appraised value of \$10,000.

Also please advise how to proceed with the counteroffer presented by Doyle.

Please advise if you have questions or need additional information.

Sincerely,

Ronnie Hall, P.E.

MEMORANDUM

TO: MAYOR TAB TOWNSELL

FROM: RONNIE HALL, P.E.

DATE: February 3, 2012

REFERENCE: STREET DEPARTMENT COMPACTOR BIDS

Bids were received at 10:00 am Thursday, February 2, 2012 for a Steel Drum Compactor. The results of the bids are tabulated below.

Bid 2012-11 - Vibratory Compactor Roller (25,000 Lbs. – 145 Min HP)

<u>Bidder</u>	<u>Equipment</u>	<u>Amount</u>	<u>Less</u>	<u>Net</u>
		<u>Bid</u>	<u>Trade In</u>	<u>Amount</u>
Scott Equipment	Used Case SV212 (1,200 Hrs)	\$52,630	\$2,000	\$50,630
Scott Equipment	New Case SV212	\$99,833	\$2,000	\$97,833
JCB of Arkansas	New JCB VM132	\$104,700	\$2,000	\$102,700

We request that this equipment purchase be awarded to Scott Equipment for the Used Case CV212 (1,200 hours) in the amount of \$50,630. We rented this equipment in 2011 and are comfortable with its ability to accommodate our needs. As shown, the bid gives us \$2,000 for our existing non-operating 1985 steel drum compactor. We recommend accepting the trade in value.



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

Ronnie Hall, P.E.
City Engineer
ronnie.hall@cityofconway.org
501-450-6165

February 21, 2012

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

Re: Old Military Road and Nutter Chapel Road Improvements
Project 1 – McNutt Road to Nutter Chapel Road
Project 2 – Nutter Chapel Road to New Elementary School

Dear Mayor Townsell;

Bids were received at 10:00 AM, February 9, 2012 at Conway City Hall for Old Military Road and Nutter Chapel Road Improvements - Project 1 – McNutt Road to Nutter Chapel Road. This project includes the curbing and paving of the earthwork and drainage project currently underway for the Old Military-McNutt Road realignment and related Donnell Ridge Road Relocation. This project also includes the earthwork, drainage, curbing and paving of Old Military Road from Donnell Ridge Road to Nutter Chapel Road. The bids are summarized below and detailed on the attached Bid Tabulation:

BID SUMMARY - PROJECT 1

A & B Dirt Movers	\$1,873,741.50
Paladino-Nash	\$1,997,464.20
Boyles Construction	\$2,018,634.60
J's Construction	\$2,033,120.35
Paladino Construction	\$2,034,200.00
Redstone Construction	\$2,183,636.35
Township Builders	\$2,346,550.00
Weaver-Bailey Contractors	\$2,366,818.42
Engineers Estimate	\$2,105,618.00

Bids were received at 2:00 PM, February 9, 2012 at Conway City Hall for Old Military Road and Nutter Chapel Road Improvements - Project 2 – Nutter Chapel Road to New Elementary School. This project includes the earthwork, grading, drainage, curbing and paving of Old Military Road from Nutter Chapel Road to the New Elementary School and Nutter Chapel Road from Pebble Beach Dr. to Old Military Road. The bids are summarized below and detailed on the attached Bid Tabulation:

BID SUMMARY - PROJECT 2

J's Construction	\$1,321,496.05
Paladino Construction	\$1,444,126.00
Boyles Construction	\$1,452,079.70
Redstone Construction	\$1,556,196.00
Paladino-Nash	\$1,562,399.15
Township Builders	\$1,672,798.00
Weaver-Bailey Contractors	\$1,785,890.11
Engineers Estimate	\$1,537,197.00

Mayor Tab Townsell
February 21, 2012
Page 2

I recommend award of these projects to the low bidders A& B Dirt Movers for Old Military and Nutter Chapel Road Improvements – Project 1 in the amount of \$1,873,741.50 and to J's Construction Company for Old Military and Nutter Chapel Road Improvements – Project 2 in the amount of \$1,321,496.05.

Both these projects are needed to provide proper access to the New Elementary School on Old Military Road south of Nutter Chapel Road. Both projects should be complete or near complete by the start of school in late August 2012.

The funding for these projects has been previously identified as “pay as you go sales tax”.

Please advise if you have questions or need additional information.

Sincerely,

Ronnie Hall, P.E.



City of Conway, Arkansas
Ordinance No. O-12-_____

AN ORDINANCE DEDICATING CERTAIN LANDS FOR PUBLIC USE AS A FAIRGROUND AND PARKS; AND FOR OTHER PURPOSES:

WHEREAS, the City has acquired title to the following real property for use as a fairground and other public park purposes:

Tract #1 – A part of the NW¼ NE¼ of Section 9, Township 5 North, Range 13 West, Faulkner County, Arkansas being more particularly described as follows:

Commencing at the SW corner of said NW¼ NE¼ Thence S88-49-04E, 710.99 feet along the south line of said NW¼ NE¼ to the point of beginning; thence leaving said south line N00-07-07W, 518.76 feet to a point; thence S89-15-47E, 297.48 feet to a point on the west right of way line of the fairgrounds access road; thence along said west right of way S00-06-50E, 521.07 feet to a point on the south line of said NW¼ NE¼ thence along said south line N88-49-04W, 297.48 feet to the point of beginning, containing 3.55 acres more or less.

Tract #2 - A part of the NW¼ NE¼ of Section 9, Township 5 North, Range 13 West, Faulkner County, Arkansas being more particularly described as follows:

Beginning at the SW corner of the NW¼ NE¼ Section 9, thence along the west line of said NW¼ NE¼ N00-11-48W, 685.17 feet to a point; thence leaving said west line S89-15-47E, 259.96 feet to a point; thence S00-11-48E, 171.93 feet to a point; thence S89-15-47E, 451.62 feet to a point; thence S00-07-07E, 518.76 feet to a point on the south line of said NW¼ NE¼, thence along said line N88-49-04W, 710.99 feet to the point of beginning, containing 9.45 acres more or less.

WHEREAS, it is the express intention of the city council of the City of Conway that said lands shall be dedicated for use as a fairground, exposition center and other public park purposes; and

WHEREAS, it is the express intention of the city council of the City of Conway said lands are considered of a public nature, to be held in trust by the public and for the public to have standing to enforce the terms herein, solely for the purposes of a fairground, exposition center or public park, regardless of said land's present or future zoning classifications; and

WHEREAS, it is the express intention of the city council of the City of Conway that, pursuant to said public dedication, said lands shall not be leased for uses not related to fairgrounds, exposition center, or public park purposes; further, said lands shall not be sold by the City; and

WHEREAS, it is the express intention of the city council of the City of Conway to rely upon the distinctions set out in the case of *Lester v. Walker*, 177 Ark. 1097 (1928) and other consistent authority for accomplishing the purposes set out herein.

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

Section 1: That the conveyance and acceptance of the lands described above is made subject to the express condition that the City shall, acting in trust for the public and for the public to have standing to enforce the terms herein, use these lands for fairgrounds, exposition center or public park purposes, regardless of the current or future zoning classification of said lands.

Section 2: That the City of Conway shall not lease said lands for uses not related to fairgrounds, exposition center, or public park purposes; further, said lands shall not be sold by the City.

Section 3: That all ordinances in conflict herewith are hereby repealed to the extent of that conflict.

Passed this 28th day of February, 2012.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

January 5, 2012

Steve Ibbotson,
Parks Director
City of Conway, Arkansas
Parks and Recreation Department
1201 Oak Street
Conway, AR 72032

Dear Mr. Ibbotson:

This letter shall confirm the understanding between you and our representatives that effective as of November 30, 2011, the Food Services Management Agreement between **THE CITY OF CONWAY, ARKANSAS, PARKS AND RECREATION DEPARTMENT** ("Client") and **ARAMARK EDUCATIONAL SERVICES, LLC** ("ARAMARK"), effective as of February 24, 2011 (the "Agreement"), shall be amended as follows:

1. Paragraph 21, TERM AND TERMINATION, Subparagraph A, Term, shall be deleted and replaced in its entirety with the following:

"21. TERM AND TERMINATION:

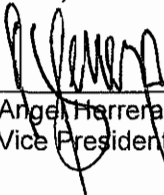
A. Term: The term of this Agreement shall continue through May 31, 2012, unless otherwise terminated as provided for elsewhere herein. Thereafter, this Agreement may be renewed, upon the mutual written agreement of the parties, for such term or terms as the parties may agree, unless otherwise terminated as provided for elsewhere herein."

In all other respects, the Agreement shall remain in full force and effect. This Letter Amendment shall be attached to, and become part of, the Agreement.

If the foregoing is in accordance with your understanding, please sign and date three (3) copies of this Letter Amendment. Please retain one copy and return the remaining two (2) copies of this Letter Amendment at your convenience.

Very truly yours,

ARAMARK EDUCATIONAL SERVICES, LLC
("ARAMARK")

By: 
Angel Herrera
Vice President

The above is accepted and agreed to this _____ day of January, 2012.

CITY OF CONWAY, ARKANSAS ("Client")

By: _____
Tab Townsell
Mayor





City of Conway, Arkansas
Monthly Financial Reports
January 31, 2012

City of Conway
 Monthly Financial Report - General Fund
 For the month ended January 31, 2012



Revenues	Budget	Month Activity	Year to Date	Encumbered	Budget Available	% Expend/Collect
Ad Valorem Tax	2,863,135	207,022	207,022		2,656,114	7%
Payments in Lieu of Tax	58,560	1,744	1,744		56,816	3%
State Tax Turnback	1,600,000	184,624	184,624		1,415,376	12%
Sales Tax	15,205,000	1,257,411	1,257,411		13,947,589	8%
Beverage Tax	140,000	27,021	27,021		112,979	19%
Franchise Fees	2,612,300	210,703	210,703		2,401,597	8%
Airport Revenue	51,800	5,990	5,990		45,811	12%
Airport Fuel Sales .05 / GAL	7,500	478	478		7,022	6%
Permits	626,700	29,865	29,865		596,835	5%
ACIEA Revenues	-	3,493	3,493		(3,493)	100%
Dog Tags & Fees	25,000	1,715	1,715		23,285	7%
Municipal Court Fines and Fees	750,000	52,806	52,806		697,194	7%
Law Enforcement	721,000	92,821	92,821		628,179	13%
State Grant Revenues	40,000	-	-		40,000	0%
Parks	389,000	4,119	4,119		384,881	1%
Interest Income	4,000	23	23		3,977	1%
Act 749 Public Safety	1,000	23	23		977	2%
Donations	-	303	303		(303)	100%
Other Grant Revenues	50,000	-	-		50,000	0%
Miscellaneous Revenues	91,400	7,847	7,847		83,553	9%
Transfers from Other Funds	422,400	-	-		422,400	0%
Fund Balance Appropriation	20,000	-	-		20,000	0%
Total Revenues	25,678,795	2,088,006	2,088,006	-	23,590,789	8%
Expenditures						
Admin (Mayor, HR, Safety)	503,410	43,718	29,478	445	473,487	6%
Finance	334,639	38,070	25,561	174	308,903	8%
City Clerk/Treasurer	197,992	20,558	15,601	-	182,391	8%
City Council	88,273	12,057	6,459	-	81,814	7%
Permits and Planning	724,014	79,120	53,183	266	670,565	7%
Physical Plant	394,896	38,916	27,902	1,743	365,251	7%
Fleet Maintenance	248,477	11,771	9,224	7,590	231,663	1%
Information Technology	588,849	36,504	24,874	10,070	553,906	3%
Airport	32,500	3,829	3,829	-	28,671	12%
Nondepartmental	521,879	235,640	235,640	18,787	267,452	42%
Police	9,707,263	1,056,101	735,298	31,518	8,940,447	7%
Animal Welfare	361,112	34,463	24,109	3,929	333,075	6%
Municipal District Court	812,799	110,597	81,995	2,505	728,299	10%
City Attorney	265,517	26,755	18,417	7	247,093	7%
Fire	8,237,010	900,402	633,976	77,379	7,525,655	7%
Parks	2,429,553	170,401	126,691	18,299	2,284,563	4%
Total Expenditures	25,448,183	2,818,900	2,052,237	172,712	23,223,234	7%
Net Revenue/(Expense)	230,613		35,770			

*All figures are unaudited

Notes:

- 1) Budget column is current budget which includes all year-to-date adjustments, if any.
- 2) Large expenditures in Nondepartmental dept are for annual dues to Ark Municipal League and Metroplan, and annual software maintenance on Springbrook Software.

City of Conway
 Balance Sheet - General Fund
 For the month ended January 31, 2012



Cash - Operating	1,471,896
Petty Cash	715
Taxes Receivable	2,618,459
Accounts Receivable	2,928,515
Due from Other Funds	(10,077)
Due from Street	126,951
Due from Component Unit	140,000
Due from Municipal Court	(63,790)
Fleet Inventory	14,261
Fuel Inventory	56,552
General Inventory	20,324
<i>Assets</i>	<u>7,303,806</u>
Trade Accounts Payable	61,476
Salaries Payable	441,942
Federal Tax Payable	61,466
State Tax Payable	27,034
FICA Tax Payable	38,327
Medicare Tax Payable	14,842
Group Insurance Payable	90,511
LOPFI Payable	577,420
Nonuniform Pension Payable	46,209
Misc. Deductions Payable	19,601
Due to Other Funds	502,378
Deferred Revenue	2,439,169
<i>Liabilities</i>	<u>4,320,376</u>
<i>Fund Balance</i>	<u>2,983,431</u>
<i>Total Liabilities & Fund Balance</i>	<u>7,303,806</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Streets
 For the month ended January 31, 2012



	<u>Budget</u>	<u>Month</u> <u>Activity</u>	<u>Year to</u> <u>Date</u>	<u>Encumbered</u>	<u>Budget</u> <u>Available</u>	<u>%</u> <u>Expend/Collect</u>
Revenues						
Ad Valorem Tax	1,200,000	63,671	63,671		1,136,329	5%
Payments in Lieu of Tax	10,000	-	-		10,000	0%
State Tax Turnback	2,500,000	204,937	204,937		2,295,063	8%
Sales Tax	250,000	19,408	19,408		230,592	8%
Sign Permits	500	-	-		500	0%
Engineering Fees	10,000	350	350		9,650	4%
Interest Income	20,000	-	-		20,000	0%
Miscellaneous Revenues	200,000	455	455		199,545	100%
Fund Balance Appropriation	<u>50,000</u>	<u>-</u>	<u>-</u>		<u>50,000</u>	<u>0%</u>
Total Revenues	4,240,500	288,820	288,820	-	3,951,680	7%
Expenditures						
Personnel Costs	1,974,999	200,586	134,170	-	1,840,829	7%
Other Operating Costs	<u>2,005,501</u>	<u>41,632</u>	<u>41,632</u>	<u>25,058</u>	<u>1,938,811</u>	<u>1%</u>
Total Operating Costs	3,980,500	242,218	175,802	25,058	3,779,640	4%
Capital Outlay	<u>260,000</u>	<u>50,000</u>	<u>50,000</u>	<u>-</u>	<u>210,000</u>	<u>19%</u>
Total Expenditures	4,240,500	292,218	225,802	25,058	3,989,640	5%
Net Revenue/(Expense)	-		63,018			

*All figures are unaudited

Notes:

- 1) Budget column is current budget which includes all year-to-date adjustments, if any.

City of Conway
 Balance Sheet - Streets
 For the month ended January 31, 2012



Cash - Operating	1,094,295
Certificates of Deposit	300,000
Accrued Interest Receivable	31
Taxes Receivable	41,341
Accounts Receivable	1,414,736
Due from Other Funds	489,735
<i>Assets</i>	<u>3,340,138</u>
Trade Accounts Payable	(58,107)
Salaries Payable	39,355
Federal Tax Payable	5,401
State Tax Payable	2,555
FICA Tax Payable	5,597
Medicare Tax Payable	1,561
Group Insurance Payable	8,864
Nonuniform Pension Payable	6,272
Misc. Deductions Payable	2,959
Due to Other Funds	8,560
Due to General	119,793
Deferred Revenue	1,264,754
<i>Liabilities</i>	<u>1,407,564</u>
<i>Fund Balance</i>	<u>1,932,574</u>
<i>Total Liabilities & Fund Balance</i>	<u>3,340,138</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Sanitation
 For the month ended January 31, 2012



	<u>Budget</u>	<u>Month</u> <u>Activity</u>	<u>Year to</u> <u>Date</u>	<u>Encumbered</u>	<u>Budget</u> <u>Available</u>	<u>%</u> <u>Expend/Collect</u>
Revenues						
Sanitation Fees	7,470,000	664,634	664,634		6,805,366	9%
Proceeds - Recycled Materials	725,000	27,715	27,715		697,285	4%
Landfill Fees - E Waste	10,000	-	-		10,000	0%
Landfill Fees - Appliances	200,000	18,201	18,201		181,799	9%
Sale of Reuse Items	21,000	-	-		21,000	0%
Cart Revenues	150	-	-		150	0%
Miscellaneous Revenues	3,000	-	-		3,000	0%
Interest Income	45,000	-	-		45,000	0%
Insurance Proceeds	5,000	-	-		5,000	0%
Total Revenues	8,479,150	710,550	710,550	-	7,768,600	8%
Expenditures						
Personnel Costs	3,358,594	352,780	237,960	-	3,120,634	7%
Other Operating Costs	3,161,530	81,025	81,025	69,114	3,011,392	3%
Total Operating Costs	6,520,124	433,805	318,985	69,114	6,132,026	5%
Capital Outlay	1,959,026	-	-	-	1,959,026	0%
Total Expenditures	8,479,150	433,805	318,985	69,114	8,091,052	4%
Net Revenue/(Expense)	-		391,565			

*All figures are unaudited

Notes:

- 1) Budget column is current budget which includes all year-to-date adjustments, if any.
- 2) Capital outlay is shown here for budgeting purposes, but only depreciation expense will be recorded at year end.

City of Conway
 Balance Sheet - Sanitation
 For the month ended January 31, 2012



Cash - Operating	2,889,101
Petty Cash	200
Post Closure Cash Account	3,290,515
Accrued Interest Receivable	2,906
Accounts Receivable	644,265
Due from Other Funds	(81,843)
Due from Component Unit	(3,816)
General Inventory	2,122
Land & Buildings	4,396,505
Accum. Depr. - Buildings	(1,412,500)
Infrastructure	691,618
Accum. Depr. - Infrastructure	(307,051)
Machinery and Equipment	9,914,857
Accum. Depr. - M&E	(3,210,836)
Construction in Progress	689,767
<i>Assets</i>	<u>17,505,810</u>
Trade Accounts Payable	29,515
Salaries Payable	230,157
Federal Tax Payable	7,221
State Tax Payable	3,404
FICA Tax Payable	8,769
Medicare Tax Payable	2,445
Group Insurance Payable	16,736
Nonuniform Pension Payable	9,618
Misc. Deductions Payable	4,121
Compensated Absences	168,255
Other Accrued Expenses	855,700
Due to Other Funds	(135,739)
Accrued Interest Payable	39,728
2010 Recycling Note - US Bank	1,575,781
Landfill Close/Post Close	4,386,590
<i>Liabilities</i>	<u>7,202,301</u>
<i>Net Assets</i>	<u>10,303,509</u>
<i>Total Liabilities and Net Assets</i>	<u>17,505,810</u>

*All figures are unaudited



**City of Conway, Arkansas
Ordinance No. O-12-___**

AN ORDINANCE APPROPRIATING FUNDS FOR THE CITY OF CONWAY MARKET SALARY STUDY; AND FOR OTHER PURPOSES:

WHEREAS, The City of Conway has determined that there is a need to implement a current comprehensive a market salary study using the professional services of the Johanson Group.

WHEREAS, the Johanson Group has a proven methodology that will provide the City with consulting and reports; pay means where appropriate by job title will be compared with City of Conway benchmark positions. This study will evaluate the City's pay competitiveness with comparable cities, and

WHEREAS, budgetary authority for such expenditure has not previously been provided;

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

SECTION 1. The City of Conway shall waive the requirement for obtaining competitive bids for the market salary study by the Johanson Group and shall name the Johanson Group as sole source vendor for this salary study project.

SECTION 2. The City of Conway shall appropriate \$3,000 from General Fund – Fund Balance Appropriation Account (001.119.4900) to the Professional Services Account (001.101.5299) to purchase the market salary study.

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

PASSED this 28th day of February, 2012.

Approved:

Mayor Tab Townsell

Attest:

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

