

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](http://www.cityofconway.org)

Tuesday, March 27<sup>th</sup>, 2012 @ 6:30pm

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

5:30pm - Committee Meeting:

**Discussion of the Urban Agriculture Policy**

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Call to Order	Mayor Tab Townsell
Roll Call	Michael O. Garrett, City Clerk/Treasurer
Minutes	March 13, 2012 City Council Meeting
Announcements/Proclamations/Recognitions: Employee Service Awards	

**1. Report of Standing Committees:**

**A. Public Hearing**

1. Public Hearing for the purpose of receiving comments and questions regarding the proposed wastewater rate increase by Conway Corporation.
2. Ordinance fixing rates for services rendered by the sewer system. **(Second Reading Only)**
3. Resolution setting a public hearing for the purpose of receiving comments and questions on a proposed wastewater rate increase.
4. Public Hearing for the issuance of Wastewater Revenue Improvement Bonds, Series 2012A for the wastewater treatment facility located in the Tupelo Bayou area for the City of Conway.

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

1. Ordinance to amend Ordinance No. O-86-11, to extend the lease and franchise to operate the water system and the sanitary sewer system maintained by Conway Corporation.
2. Resolution authorizing the Mayor to execute a marketing agreement and an integration agreement with Entergy Arkansas Inc. and the co-owners of the White Bluff and Independence Steam Electric Stations.
3. Resolution authorizing the preparation of certain documents related to the proposed issuance of franchise revenue refunding bonds, Series 2012 for the City of Conway.

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

1. Resolution requesting the Faulkner County Tax Collector place a certified lien against property located at 912 Front Street for incurred expenses by the City of Conway.

2. Ordinance authorizing the Mayor to enter into an Agreement of Understanding with the AHTD for a Safe Routes to School Infrastructure grant & appropriate funds to the Conway Planning & Development Department.
3. Ordinance closing a portion of Ellis Avenue right of way and a portion of the alley closing Sanders Street and Lot 105 located in the Village at Hendrix.
4. Ordinance amending Ordinance O-06-134-A, Traditional Neighborhood Dev. Overlay Ordinance
5. Consideration of a request by Jeri Butler for a conditional use permit to allow a food establishment in I-3 for property located at 800 Exchange Avenue, Suite 103. Industrial Park, Preferred Plaza 1.
6. Consideration of approval for the Prince Street Improvements of the following parcels: Parcels 9 (Trinity Dev), Parcel 10 (Watts), Parcel 18 (Regions), and Parcel 19 (Bank of Ozarks).

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

1. Consideration to enter into an agreement with Sowell Architects for additional buildings (concessions & toilet facility) to be constructed at Conway Station Park.
2. Consideration to accept bid for a 2012 Landfill Dozer for the Conway Sanitation Department.
3. Consideration to accept bids for two 2012 automated side loading refuse truck for the Conway Sanitation Department.
4. Consideration to accept bids for 2, 3, 6, & 8 yards front and rear load containers for the Conway Sanitation Department.

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

1. Resolution authorizing the purchase of mobile radios for the Conway Fire Department.
2. Ordinance appropriating funds & accepting bids for flame resistant clothing for the CFD.
3. Ordinance accepting insurance proceeds & appropriating ad valorem funds for the AWU.
4. Ordinance authorizing the Mayor to enter into an agreement with the Arkansas ETS Board to allocate the city's portion of funding for a new 911 system for the CPD.
5. Resolution adopting the Conway Police Department Rules and Regulations.

**F. Finance**

1. Consideration to dispose of certain inventory for the fixed assets listing for the various departments.
2. Ordinance adopting budget adjustments for the City of Conway and providing that the adjustment state in the summary of amendments be made to the 2012 Budget.

**Old Business**

**New Business**

**Adjournment**

# Committee Meeting



City of Conway, Arkansas  
Ordinance No. O-12-\_\_

## AN ORDINANCE ESTABLISHING STANDARDS FOR URBAN AGRICULTURE, AND FOR OTHER PURPOSES:

**WHEREAS**, food miles are positively correlated with greenhouse gas emissions;

**AND WHEREAS**, approximately eight-five percent (85%) of every food dollar is for processing and middlemen;

**AND WHEREAS**, there is a growing desire for residents of Conway to have increased access to locally grown food and to grow their own food;

**AND WHEREAS**, it is desirable to establish standards for urban agriculture and include these regulations in the Conway Zoning Ordinance;

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

**SECTION 1. Definitions:** The following words and phrases shall have the following meanings for the purposes of this ordinance and shall be added and/or amended alphabetically to the Conway Zoning Ordinance, Article 301, Definitions, Section 301.2

~~**Agriculture:** Farms and general farming, including horticulture, floriculture, dairying, livestock and poultry raising, farm forestry and other similar enterprises or uses, but no farms shall be operated as piggeries, or for the disposal of garbage, sewage, rubbish, offal or rendering plants or for the slaughtering of animals, except such animals as have been raised on the premises or have been maintained on the premises for at least a period of one year immediately prior thereto and for the use and consumption of persons residing on the premises.~~

***Agriculture:** production and/or distribution of not potentially hazardous consumable or non-consumable products derived from plant cultivation and/or animal husbandry.*

~~**Agricultural – Commercial:** Farms and general farming, including but not limited to: Agricultural Services, Apiary, Boarding or training animals (Ordinance O-05-139), Farming; all legal plants and all animals excluding pigs, Fishery, Forestry; growing, harvesting or preserving, trees and/or forest products.~~

***Agriculture (large-scale):** agriculture on a parcel of land larger than 1 acre that additionally includes but is not limited to large-scale livestock, nursery (plants), public stable, food processing (agricultural), wholesaling or warehousing of farm products and/or by-products, fishery, forestry,*

~~**Agricultural – Limited:** General farming undertaken in conjunction with a residence but with limited potential for commercial use. Including but not limited to: Arboretum or botanical garden, Greenhouse; private, no products sold on premises Garden: no product sold on premises~~

***Agriculture (small-scale):** agriculture on a parcel of land 1 acre or less that additionally includes but is not limited to small-scale livestock.*

~~**Agricultural Products Processing:** A facility which involves the operation(s) of processing, preparing, or packaging agricultural products which are not grown on the site.~~

***Compostable Material:** organic matter such as yard waste; food scraps: poultry, fish or herbivorous mammal waste; etc., that will break down in such a way that no additional forces are needed for it to fully decompose.*

***Composting:** the biodegradation of compostable material for the purpose of recycling waste and generating fertilizer.*

**Urban Food Processing:** *the processing of foods in which value is added to locally obtained goods for individual resale on a local scale, see Section 601.28(c).*

**Industrial Food Processing:** *the processing of foods in which a food processing establishment plant manufactures, packages, labels, or stores food for human consumption and distributes food on an industrial scale, see Section 601.289(c).*

**Garbage:** *waste products other than compostable material and recyclable material.*

**Greenhouse:** *An accessory structure used for the cultivation of plants, separate from “nursery, plant material.”*

**Garden:** *Land utilized for the cultivation of plants.*

**Livestock:** *domesticated animals raised in an agricultural setting.*

**Livestock (large-scale):** *livestock raised on a parcel of land larger than 1 acre, see Section 601.28(a) B.*

**Livestock (small-scale):** *livestock raised on a parcel of land 1 acre or less, see Section 601.28(a) A.*

**Market:** *indoor or outdoor space designated for the sale of locally produced goods or agricultural products or byproducts, see Section 601.28(b).*

**Market (large-scale):** *market in which three or more farmers/producers sell produce or products, including crafts, that are grown/produced within the state of Arkansas,*

**Market (small-scale):** *market in which one or more individuals or organizations sell produce or products that are grown/produced within Conway city limits.*

**Peddling:** *sale of food and/or goods not grown/produced in Arkansas.*



**SECTION 3. Urban Agriculture Regulations:** Article 601 of the Conway Zoning Ordinance shall be amended as follows:

*SECTION 601.28(a)—STANDARDS FOR LIVESTOCK*

- A. *Livestock (small-scale)*
  - 1) *Livestock (small-scale) is the keeping of animals including, but not limited to, chickens, goats, bees, and rabbits. Animals including, but not limited to cows, horses, and ratites, are not included in livestock (limited).*
  - 2) *The livestock (limited) is a permitted use under Urban Agriculture, and only applies to parcels of land one (1) acre or less.*
  - 3) *No roosters are permitted. Hens must have adequate space to be maintained in a comfortable, healthy, and stress free manner.*
  - 4) *No billies are permitted. Goats must have adequate space to be maintained in a comfortable, healthy, and stress free manner.*
  - 5) *The keeping of all livestock (small-scale) shall be in compliance with Conway's Animal Control Ordinance (6.08.04).*
- B. *Livestock (large-scale)*
  - 1) *Livestock (large-scale) is the keeping of animals including, but not limited to, chickens, goats, bees, rabbits, cows, horses, and ratites.*
  - 2) *The livestock (large-scale) use applies to parcels of land greater than one (1) acre OR to parcels of land less than one (1) acre that do not meet livestock (small-scale) regulations.*
  - 3) *The keeping of all livestock (large-scale) shall be in compliance with Conway's Animal Control Ordinance (6.08.04).*

*SECTION 601.28(b)—STANDARDS FOR MARKETS*

- A. *Market (small-scale) is permitted in the R-1, R-2A, SR, MF-1, MF-2, MF-3, RMH HR, C-1, C-2, C-3, C-4, O-1, O-2, O-3, A-1, S-1, S-2, and TJ zoning districts by right. It is not permitted in R-1, IU-1 and I3 zoning districts.*
- B. *Market (large-scale) is permitted in the C-1, C-2, C-3, C-4, O-1, O-2, O-3, A-1, S-1, S-2, and TJ zoning districts by right. It is permitted in R-1, R-2A, SR, MF-1, MF-2, MF-3, RMH HR, I-1, IU-1, and I-3 zoning districts by conditional use permit.*
- C. *Markets shall not constitute home occupation and therefore not be regulated as such.*
- D. *Produce is meant to only include fresh, whole, raw plants including, but not limited to, fruits, vegetables, herbs, and flowers.*
- E. *The retail sale of fresh eggs, baked goods, and processed produce including, but not limited to, jams, jellies, and sauces, is permitted under the "urban food processing" use, but all state and federal health code regulations apply.*
- F. *Markets in residential districts shall not create additional automobile or truck traffic in excess of the normal amount typical for the area.*
- G. *Sale of locally produced crafts only allowed in large-scale market.*

*SECTION 601.28(c)—STANDARDS FOR URBAN FOOD PROCESSING*

- A. *Urban food processing is permitted in all zoning districts by right*
- B. *Retail sale of processed food will comply with above regulations*
- C. *Urban food processing is not meant to include food processing establishment plants that manufacture, package, label and store food on an industrial scale.*

*SECTION 601.28(d)—STANDARDS FOR COMPOSTING*

- A. *Composting is the biodegradation of compostable material (organic matter such as yard waste and food scraps) for the purpose of recycling waste and generating fertilizer.*
- B. *Compostable material is not considered garbage and therefore not subject to regulations under Ordinance O-09-55\**

**SECTION 4:** All other City of Conway ordinances in conflict herewith are repealed to the extent of the conflict.

**SECTION 5:** That this Ordinance is necessary for the protection of the public peace, health and safety, and this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2012.

APPROVED:

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

ATTEST:

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

## Urban Agriculture Policy Executive Summary

The policy clears up current ambiguous and inconsistent language and addresses the retail sale of locally produced agricultural goods.

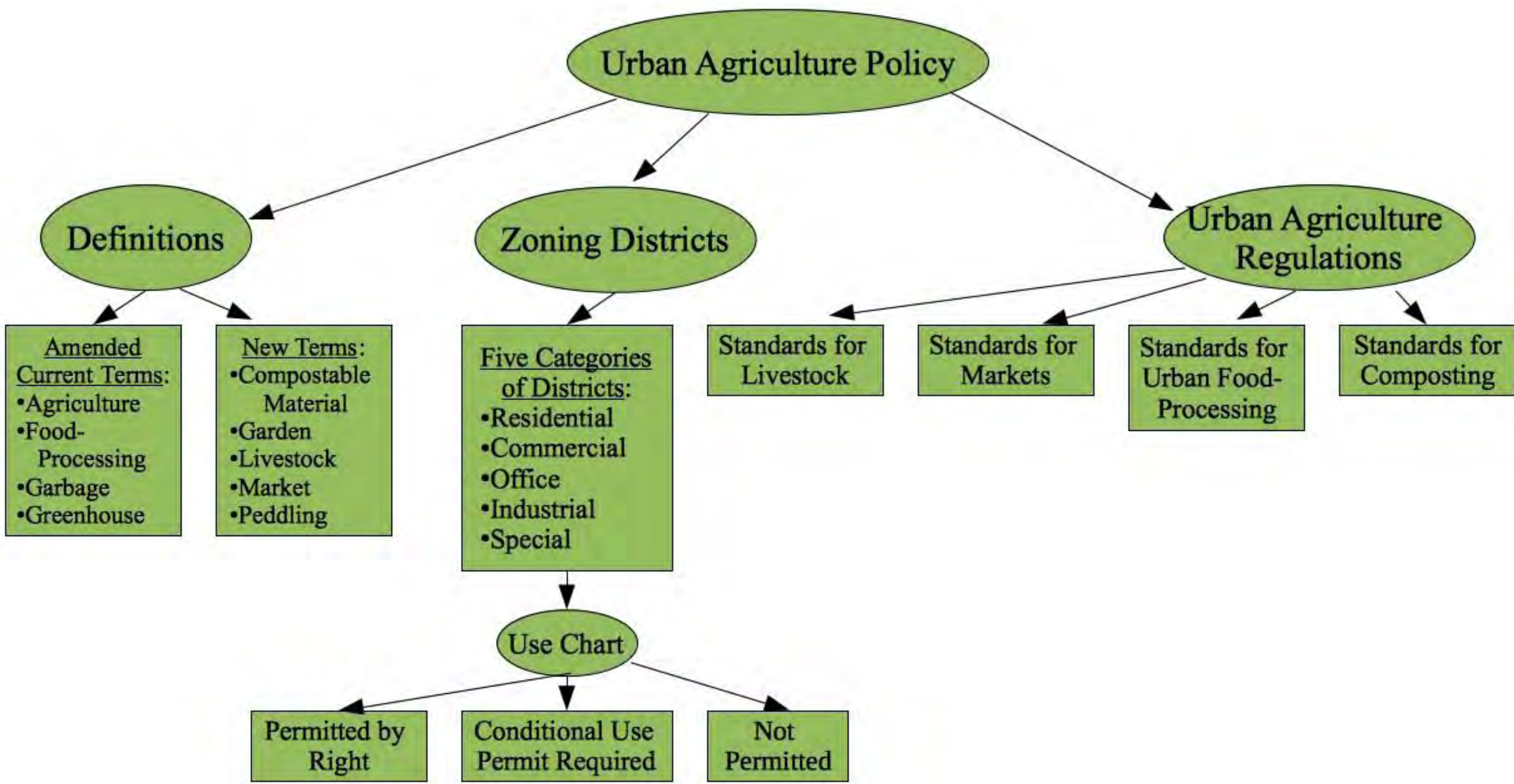
The umbrella term “agriculture” is given a simpler definition. One of the goals of the policy is to allow more local commercial activity: the current specification of “commercial” is changed to “large-scale” and the specification of “limited” is changed to “small-scale.” This way, commercial activity is not presumably prohibited. The difference between the two specifications is based on the size of the parcel. Small-scale is agriculture on one acre or less, large-scale is more than one acre.

The terms “industrial food processing” and “urban food processing” are introduced and defined to distinguish between the small-scale food processing that the urban agriculture policy deals with and the conventional food processing that is typically found in industrial zoning districts. All other definitions in the policy are new.

There are important changes to note in the use chart that include small-scale agriculture, greenhouses, urban food processing, and composting.

Small-scale livestock is an activity included in the small-scale agriculture use. It includes but is not limited to chickens, goats, bees, and rabbits, but does not include cows, horses, ratites. No roosters or billy goats are permitted. Keeping of all livestock must be in compliance with Conway's Animal Control Ordinance. The retail sale of eggs, baked goods, and processed produce is permitted but all state and federal health code regulations apply. Urban food processing is not meant to include food processing plants that manufacture, package, label, and store food on an industrial scale. Compostable material is not considered garbage.





**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that there has been introduced before the City Council of the City of Conway, Arkansas an ordinance amending the rates for services relating to the City's wastewater system (the "System") billed on and after June 1, 2012. The proposed amended rates are as follows:

(1) OM&R Charge.

(i) *Residential Customers.* For the purpose of providing for the operation, maintenance and replacement of the System ("OM&R), for sewer service billed on and after June 1, 2012, all residential users of the System shall be charged monthly \$2.28 per 1,000 gallons or portion thereof of metered water consumption, with a \$4.56 minimum charge for 2,000 gallons or less. For the purpose of providing for OM&R for sewer service billed on and after January 1, 2013, all residential users of the System shall be charged monthly \$2.35 per 1,000 gallons or portion thereof of metered water consumption, with a \$4.70 minimum charge for 2,000 gallons or less. For the purpose of providing for OM&R for sewer service billed on and after January 1, 2014, all residential users of the System shall be charged monthly \$2.81 per 1,000 gallons or portion thereof of metered water consumption, with a \$5.62 minimum charge for 2,000 gallons or less.

(ii) *Commercial Customers.* For the purpose of providing for OM&R, for sewer service billed on and after June 1, 2012, all commercial users of the System shall be charged monthly \$2.28 per 1,000 gallons for the first 25,000 gallons or portion thereof of metered water consumption, \$2.63 per 1,000 gallons for the next 75,000 gallons or portion thereof, and \$2.28 per 1,000 gallons for all use over 100,000 gallons, with a \$4.56 minimum charge for 2,000 gallons or less. For the purpose of providing for OM&R for sewer service billed on and after January 1, 2013, all commercial users of the System shall be charged monthly \$2.35 per 1,000 gallons for the first 25,000 gallons or portion thereof of metered water consumption, \$2.76 per 1,000 gallons for the next 75,000 gallons or portion thereof, and \$2.35 per 1,000 gallons for all use over 100,000 gallons, with a \$4.70 minimum charge for 2,000 gallons or less. For the purpose of providing for OM&R for sewer service billed on and after January 1, 2014, all commercial users of the System shall be charged monthly \$2.81 per 1,000 gallons for the first 25,000 gallons or portion thereof of metered water consumption, \$3.37 per 1,000 gallons for the next 75,000 gallons or portion thereof, and \$2.81 per 1,000 gallons for all use over 100,000 gallons, with a \$5.62 minimum charge for 2,000 gallons or less.

(iii) *Industrial and Institutional Customers.* For the purpose of providing for OM&R, for sewer service billed on and after June 1, 2012, all industrial and institutional users of the System shall be charged monthly \$2.28 per 1,000 gallons for the first 25,000 gallons or portion thereof of metered water consumption, \$2.63 per 1,000 gallons for the next

75,000 gallons or portion thereof, and \$2.28 per 1,000 gallons for all use over 100,000 gallons, with a \$4.56 minimum charge for 2,000 gallons or less. For the purpose of providing for OM&R for sewer service billed on and after January 1, 2013, all industrial and institutional users of the System shall be charged monthly \$2.35 per 1,000 gallons for the first 25,000 gallons or portion thereof of metered water consumption, \$2.76 per 1,000 gallons for the next 75,000 gallons or portion thereof, and \$2.35 per 1,000 gallons for all use over 100,000 gallons, with a \$4.70 minimum charge for 2,000 gallons or less. For the purpose of providing for OM&R for sewer service billed on and after January 1, 2014, all industrial and institutional users of the System shall be charged monthly \$2.81 per 1,000 gallons for the first 25,000 gallons or portion thereof of metered water consumption, \$3.37 per 1,000 gallons for the next 75,000 gallons or portion thereof, and \$2.81 per 1,000 gallons for all use over 100,000 gallons, with a \$5.62 minimum charge for 2,000 gallons or less.

(2) Debt Service Charge.

(i) *Residential Customers.* For the purpose of providing for the repayment of principal and interest on debt to be incurred to finance and refinance improvements to the System (“Debt Service”), for sewer service billed on and after June 1, 2012, all residential users of the System shall be charged monthly \$1.64 per 1,000 gallons or portion thereof of metered water consumption and a fixed customer charge of \$3.56, with a minimum charge of \$6.84 for 2,000 gallons or less. For the purpose of providing for Debt Service for sewer service billed on and after January 1, 2013, all residential users of the System shall be charged monthly \$2.36 per 1,000 gallons or portion thereof of metered water consumption and a fixed customer charge of \$4.28, with a minimum charge of \$9.00 for 2,000 gallons or less. For the purpose of providing for Debt Service for sewer service billed on and after January 1, 2014, all residential users of the System shall be charged monthly \$3.55 per 1,000 gallons or portion thereof of metered water consumption and a fixed customer charge of \$5.77, with a minimum charge of \$12.87 for 2,000 gallons or less.

(ii) *Commercial Customers.* For the purpose of providing for Debt Service, for sewer service billed on and after June 1, 2012, all commercial users of the System shall be charged monthly \$1.64 per 1,000 gallons or portion thereof of metered water consumption and a fixed customer charge of \$4.46, with a minimum charge of \$7.74 for 2,000 gallons or less. For the purpose of providing for Debt Service for sewer service billed on and after January 1, 2013, all commercial users of the System shall be charged monthly \$2.36 per 1,000 gallons or portion thereof of metered water consumption and a fixed customer charge of \$5.36, with a minimum charge of \$10.08 for 2,000 gallons or less. For the purpose of providing for Debt Service for sewer service billed on and after January 1, 2014, all commercial users of the System shall be charged monthly \$3.55 per 1,000 gallons or portion thereof of metered water consumption and a fixed customer charge of \$7.23, with a minimum charge of \$14.33 for 2,000 gallons or less.

(iii) *Industrial and Institutional Customers.* For the purpose of providing for Debt Service, for sewer service billed on and after June 1, 2012, all industrial and institutional users of the System shall be charged monthly \$1.64 per 1,000 gallons or portion thereof of metered water consumption and a fixed customer charge of \$16.04, with a minimum charge of \$19.32 for 2,000 gallons or less. For the purpose of providing for Debt Service for sewer service billed on and after January 1, 2013, all industrial and institutional users of the System shall be charged monthly \$2.36 per 1,000 gallons or portion thereof of metered water consumption and a fixed customer charge of \$19.25, with a minimum charge of \$23.97 for 2,000 gallons or less. For the purpose of providing for Debt Service for sewer service billed on and after January 1, 2014, all industrial and institutional users of the System shall be charged monthly \$3.55 per 1,000 gallons or portion thereof of metered water consumption and a fixed customer charge of \$25.99, with a minimum charge of \$33.09 for 2,000 gallons or less.

(3) Total Minimum User Charge.

(i) *Residential Customers.* For sewer service billed on and after June 1, 2012, the total minimum user charge for residential users of the System shall be \$11.40 calculated as follows: OM&R for 2,000 gallons (minimum) \$4.56 + Debt Service for 2,000 gallons (minimum) \$3.56 + \$3.28 ( $\$1.64 \times 2$ ). For sewer service billed on and after January 1, 2013, the total minimum user charge for residential users of the System shall be \$13.70 calculated as follows: OM&R for 2,000 gallons (minimum) \$4.70 + Debt Service for 2,000 gallons (minimum) \$4.28 + \$4.72 ( $\$2.36 \times 2$ ). For sewer service billed on and after January 1, 2014, the total minimum user charge for residential users of the System shall be \$18.49 calculated as follows: OM&R for 2,000 gallons (minimum) \$5.62 + Debt Service for 2,000 gallons (minimum) \$5.77 + \$7.10 ( $\$3.55 \times 2$ ).

(ii) *Commercial Customers.* For sewer service billed on and after June 1, 2012, the total minimum user charge for commercial users of the System shall be \$12.30 calculated as follows: OM&R for 2,000 gallons (minimum) \$4.56 + Debt Service for 2,000 gallons (minimum) \$4.46 + \$3.28 ( $\$1.64 \times 2$ ). For sewer service billed on and after January 1, 2013, the total minimum user charge for commercial users of the System shall be \$14.78 calculated as follows: OM&R for 2,000 gallons (minimum) \$4.70 + Debt Service for 2,000 gallons (minimum) \$5.36 + \$4.72 ( $\$2.36 \times 2$ ). For sewer service billed on and after January 1, 2014, the total minimum user charge for commercial users of the System shall be \$19.95 calculated as follows: OM&R for 2,000 gallons (minimum) \$5.62 + Debt Service for 2,000 gallons (minimum) \$7.23 + \$7.10 ( $\$3.55 \times 2$ ).

(iii) *Industrial and Institutional Customers.* For sewer service billed on and after June 1, 2012, the total minimum user charge for industrial and institutional users of the System shall be \$23.88 calculated as follows: OM&R for 2,000 gallons (minimum) \$4.56 + Debt Service for 2,000 gallons (minimum) \$16.04 + \$3.28 ( $\$1.64 \times 2$ ). For sewer service billed on and after January 1, 2013, the total minimum user charge for industrial and institutional users of the System shall be \$28.67 calculated as follows: OM&R for

2,000 gallons (minimum) \$4.70 + Debt Service for 2,000 gallons (minimum) \$19.25 + \$4.72 (\$2.36 x 2). For sewer service billed on and after January 1, 2014, the total minimum user charge for industrial and institutional users of the System shall be \$38.71 calculated as follows: OM&R for 2,000 gallons (minimum) \$5.62 + Debt Service for 2,000 gallons (minimum) \$25.99 + \$7.10 (\$3.55 x 2).

(4) CPIU Adjustments. The schedule of OM&R charges as described in Section 1 above shall be increased on February 1, beginning 2015 and each subsequent year by the amount of increase in the Consumer Price Index (CPIU) or three percent (3%) (whichever is less) for the preceding year. A copy of the revised rates shall be posted on the Conway Corporation web site. Minimum payments in Section 3 above will be adjusted on the web site each February 1 to reflect such new rates.

A public hearing regarding the proposed rates will be held before the Mayor and City Council of the City of Conway, Arkansas on Tuesday, March 27, 2012, at 6:30 p.m., at the District Court Building, 810 Parkway, Conway, Arkansas. All interested parties are invited to attend the public hearing to express their views concerning the proposed rates.

Tab Townsell, Mayor



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

**AN ORDINANCE FIXING RATES FOR SERVICES RENDERED BY THE SEWER SYSTEM OF  
THE CITY OF CONWAY, ARKANSAS; PRESCRIBING MATTERS RELATING THERETO.**

**WHEREAS**, the City of Conway, Arkansas (the "City") owns a sewer system (the "System"), which System is operated by Conway Corporation, an Arkansas nonprofit corporation (the "Corporation"), pursuant to an exclusive franchise granted by the City; and

**WHEREAS**, the City and the Corporation have determined that substantial improvements are required to portions of the System, including, but not limited to, construction of the Tupelo Bayou Wastewater Treatment Plant, new lift stations and improvements to the conveyance system (collectively, the "Improvements"), so that the inhabitants of the City may have adequate and proper sewer facilities, and that the financing of the Improvements will require rates for certain components of System services in excess of the rates presently in effect; and

**WHEREAS**, the City has previously established rates for System services pursuant to Ordinance No. O-92-15 adopted on April 28, 1992, as amended and supplemented by the provisions of Ordinance No. O-03-88 adopted on July 8, 2003, and Ordinance No. O-09-48 adopted on May 12, 2009 (the "Prior Rate Ordinance");

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

Section 1. That all customers of the System shall be classified by the Corporation as residential, commercial or industrial/institutional.

Section 2. That Section 2(b) of the Prior Rate Ordinance is hereby amended to read as follows with respect to sewer service billed on and after June 1, 2012, and the rates contained below are declared by the City and the Corporation to be fair, reasonable and necessary:

"(b) OM&R Charge. (i) *Residential Customers*. For the purpose of providing for the operation, maintenance and replacement of the System ("OM&R"), for sewer service billed on and after June 1, 2012, all residential users of the System shall be charged monthly \$2.28 per 1,000 gallons or portion thereof of metered water consumption, with a \$4.56 minimum charge for 2,000 gallons or less. For the purpose of providing for OM&R for sewer service billed on and after January 1, 2013, all residential users of the System shall be charged monthly \$2.35 per 1,000 gallons or portion thereof of metered water consumption, with a \$4.70 minimum charge for 2,000 gallons or less. For the purpose of providing for OM&R for sewer service billed on and after January 1, 2014, all residential users of the System shall be charged monthly \$2.81 per 1,000 gallons or portion thereof of metered water consumption, with a \$5.62 minimum charge for 2,000 gallons or less.

(ii) *Commercial Customers*. For the purpose of providing for OM&R, for sewer service billed on and after June 1, 2012, all commercial users of the System shall be charged monthly \$2.28 per 1,000 gallons for the first 25,000 gallons or portion thereof of metered water consumption, \$2.63 per 1,000 gallons for the next 75,000 gallons or portion thereof, and \$2.28

per 1,000 gallons for all use over 100,000 gallons, with a \$4.56 minimum charge for 2,000 gallons or less. For the purpose of providing for OM&R for sewer service billed on and after January 1, 2013, all commercial users of the System shall be charged monthly \$2.35 per 1,000 gallons for the first 25,000 gallons or portion thereof of metered water consumption, \$2.76 per 1,000 gallons for the next 75,000 gallons or portion thereof, and \$2.35 per 1,000 gallons for all use over 100,000 gallons, with a \$4.70 minimum charge for 2,000 gallons or less. For the purpose of providing for OM&R for sewer service billed on and after January 1, 2014, all commercial users of the System shall be charged monthly \$2.81 per 1,000 gallons for the first 25,000 gallons or portion thereof of metered water consumption, \$3.37 per 1,000 gallons for the next 75,000 gallons or portion thereof, and \$2.81 per 1,000 gallons for all use over 100,000 gallons, with a \$5.62 minimum charge for 2,000 gallons or less.

(iii) *Industrial and Institutional Customers.* For the purpose of providing for OM&R, for sewer service billed on and after June 1, 2012, all industrial and institutional users of the System shall be charged monthly \$2.28 per 1,000 gallons for the first 25,000 gallons or portion thereof of metered water consumption, \$2.63 per 1,000 gallons for the next 75,000 gallons or portion thereof, and \$2.28 per 1,000 gallons for all use over 100,000 gallons, with a \$4.56 minimum charge for 2,000 gallons or less. For the purpose of providing for OM&R for sewer service billed on and after January 1, 2013, all industrial and institutional users of the System shall be charged monthly \$2.35 per 1,000 gallons for the first 25,000 gallons or portion thereof of metered water consumption, \$2.76 per 1,000 gallons for the next 75,000 gallons or portion thereof, and \$2.35 per 1,000 gallons for all use over 100,000 gallons, with a \$4.70 minimum charge for 2,000 gallons or less. For the purpose of providing for OM&R for sewer service billed on and after January 1, 2014, all industrial and institutional users of the System shall be charged monthly \$2.81 per 1,000 gallons for the first 25,000 gallons or portion thereof of metered water consumption, \$3.37 per 1,000 gallons for the next 75,000 gallons or portion thereof, and \$2.81 per 1,000 gallons for all use over 100,000 gallons, with a \$5.62 minimum charge for 2,000 gallons or less.”

Section 3. That Section 3(f) of the Prior Rate Ordinance is hereby amended to read as follows with respect to sewer service billed on and after June 1, 2012, and the rates contained below are declared by the City and the Corporation to be fair, reasonable and necessary:

“(f) Debt Service Charge. (i) *Residential Customers.* For the purpose of providing for the repayment of principal and interest on debt to be incurred to finance and refinance improvements to the System (“Debt Service”), for sewer service billed on and after June 1, 2012, all residential users of the System shall be charged monthly \$1.64 per 1,000 gallons or portion thereof of metered water consumption and a fixed customer charge of \$3.56, with a minimum charge of \$6.84 for 2,000 gallons or less. For the purpose of providing for Debt Service for sewer service billed on and after January 1, 2013, all residential users of the System shall be charged monthly \$2.36 per 1,000 gallons or portion thereof of metered water consumption and a fixed customer charge of \$4.28, with a minimum charge of \$9.00 for 2,000 gallons or less. For the purpose of providing for Debt Service for sewer service billed on and after January 1, 2014, all residential users of the System shall be charged monthly \$3.55 per 1,000 gallons or portion thereof of metered water consumption and a fixed customer charge of \$5.77, with a minimum charge of \$12.87 for 2,000 gallons or less.

(ii) *Commercial Customers.* For the purpose of providing for Debt Service, for sewer service billed on and after June 1, 2012, all commercial users of the System shall be charged monthly \$1.64 per 1,000 gallons or portion thereof of metered water consumption and a fixed customer charge of \$4.46, with a minimum charge of \$7.74 for 2,000 gallons or less. For the purpose of providing for Debt Service for sewer service billed on and after January 1, 2013, all commercial users of the System shall be charged monthly \$2.36 per 1,000 gallons or portion thereof of metered water consumption and a fixed customer charge of \$5.36, with a minimum charge of \$10.08 for 2,000 gallons or less. For the purpose of providing for Debt Service for sewer



service billed on and after January 1, 2014, all commercial users of the System shall be charged monthly \$3.55 per 1,000 gallons or portion thereof of metered water consumption and a fixed customer charge of \$7.23, with a minimum charge of \$14.33 for 2,000 gallons or less.

(iii) *Industrial and Institutional Customers.* For the purpose of providing for Debt Service, for sewer service billed on and after June 1, 2012, all industrial and institutional users of the System shall be charged monthly \$1.64 per 1,000 gallons or portion thereof of metered water consumption and a fixed customer charge of \$16.04, with a minimum charge of \$19.32 for 2,000 gallons or less. For the purpose of providing for Debt Service for sewer service billed on and after January 1, 2013, all industrial and institutional users of the System shall be charged monthly \$2.36 per 1,000 gallons or portion thereof of metered water consumption and a fixed customer charge of \$19.25, with a minimum charge of \$23.97 for 2,000 gallons or less. For the purpose of providing for Debt Service for sewer service billed on and after January 1, 2014, all industrial and institutional users of the System shall be charged monthly \$3.55 per 1,000 gallons or portion thereof of metered water consumption and a fixed customer charge of \$25.99, with a minimum charge of \$33.09 for 2,000 gallons or less.”

Section 4. That Section 5(h) of the Prior Rate Ordinance is hereby amended to read as follows with respect to sewer service billed on and after June 1, 2012:

“(h) Total Minimum User Charge. (i) *Residential Customers.* For sewer service billed on and after June 1, 2012, the total minimum user charge for residential users of the System shall be \$11.40 calculated as follows: OM&R for 2,000 gallons (minimum) \$4.56 + Debt Service for 2,000 gallons (minimum) \$3.56 + \$3.28 (\$1.64 x 2). For sewer service billed on and after January 1, 2013, the total minimum user charge for residential users of the System shall be \$13.70 calculated as follows: OM&R for 2,000 gallons (minimum) \$4.70 + Debt Service for 2,000 gallons (minimum) \$4.28 + \$4.72 (\$2.36 x 2). For sewer service billed on and after January 1, 2014, the total minimum user charge for residential users of the System shall be \$18.49 calculated as follows: OM&R for 2,000 gallons (minimum) \$5.62 + Debt Service for 2,000 gallons (minimum) \$5.77 + \$7.10 (\$3.55 x 2).

(ii) *Commercial Customers.* For sewer service billed on and after June 1, 2012, the total minimum user charge for commercial users of the System shall be \$12.30 calculated as follows: OM&R for 2,000 gallons (minimum) \$4.56 + Debt Service for 2,000 gallons (minimum) \$4.46 + \$3.28 (\$1.64 x 2). For sewer service billed on and after January 1, 2013, the total minimum user charge for commercial users of the System shall be \$14.78 calculated as follows: OM&R for 2,000 gallons (minimum) \$4.70 + Debt Service for 2,000 gallons (minimum) \$5.36 + \$4.72 (\$2.36 x 2). For sewer service billed on and after January 1, 2014, the total minimum user charge for commercial users of the System shall be \$19.95 calculated as follows: OM&R for 2,000 gallons (minimum) \$5.62 + Debt Service for 2,000 gallons (minimum) \$7.23 + \$7.10 (\$3.55 x 2).

(iii) *Industrial and Institutional Customers.* For sewer service billed on and after June 1, 2012, the total minimum user charge for industrial and institutional users of the System shall be \$23.88 calculated as follows: OM&R for 2,000 gallons (minimum) \$4.56 + Debt Service for 2,000 gallons (minimum) \$16.04 + \$3.28 (\$1.64 x 2). For sewer service billed on and after January 1, 2013, the total minimum user charge for industrial and institutional users of the System shall be \$28.67 calculated as follows: OM&R for 2,000 gallons (minimum) \$4.70 + Debt Service for 2,000 gallons (minimum) \$19.25+ \$4.72 (\$2.36 x 2). For sewer service billed on and after January 1, 2014, the total minimum user charge for industrial and institutional users of the System shall be \$38.71 calculated as follows: OM&R for 2,000 gallons (minimum) \$5.62 + Debt Service for 2,000 gallons (minimum) \$25.99 + \$7.10(\$3.55 x 2).”

Section 5. The provisions of this Ordinance are separable and if a section, phrase or provision hereof shall be declared invalid, such declaration shall not affect the validity of the remainder of this Ordinance.



Section 6. The schedule of charges as described in section 2 shall be increased on February 1, beginning 2015 and each subsequent year by the amount of increase in the Consumer Price Index (CPIU) or three (3) per cent (whichever is less) for the preceding year. A copy of the revised rates shall be posted on the Conway Corporation web site. Minimum charges in Section 4 will be adjusted on the web site each February 1 to reflect such new rates.

Section 7. All ordinances and resolutions and parts thereof in conflict herewith, particularly are hereby repealed to the extent of such conflict.

PASSED: \_\_\_\_\_, 2012.

Approved:

Attest:

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

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

(S E A L)



**City of Conway, Arkansas**  
**Resolution No. R-12- \_\_\_\_\_**

**A RESOLUTION SETTING THE TIME AND PLACE FOR A PUBLIC HEARING FOR THE PURPOSE OF RECEIVING COMMENTS AND QUESTIONS ON A PROPOSED WASTEWATER RATE INCREASE**

**WHEREAS**, Conway Corporation operates the wastewater system for the City of Conway pursuant to an exclusive franchise granted to the Corporation by the City; and

**WHEREAS**, the Board of Directors of the Corporation has approved and recommended that the City Council adopt revised rates for wastewater system services and such revised rates are proposed by an ordinance which has been introduced and read by the City Council; and

**WHEREAS**, Arkansas Code Annotated Section 14-235-223(d) requires that a public hearing be held following introduction of any ordinance fixing wastewater rates or charges and that notice of such hearing be published in a newspaper published within the City at least ten (10) days prior to the date fixed in the notice for the hearing; and

**WHEREAS**, the Conway City Council, by Resolution, requires a public hearing prior to final passage of a rate ordinance;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Conway, Arkansas, that a public hearing will be held in conjunction with the City Council meeting on Tuesday, April 10, 2012 at 6:30 p.m. in the City Council Chambers to consider proposed rates for wastewater users and that notice of such hearing will be published in the *Log Cabin Democrat* as soon as possible in the form attached hereto as Exhibit A.

ADOPTED AND APPROVED THIS 27<sup>th</sup> day of March, 2012.

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**Mayor Tab Townsell**

**Attest:**

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

## EXHIBIT A

### NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that there has been introduced before the City Council of the City of Conway, Arkansas an ordinance amending the rates for services relating to the City's wastewater system (the "System") billed on and after June 1, 2012. The proposed amended rates are as follows:

(1) OM&R Charge.

(i) *Residential Customers.* For the purpose of providing for the operation, maintenance and replacement of the System ("OM&R), for sewer service billed on and after June 1, 2012, all residential users of the System shall be charged monthly \$2.28 per 1,000 gallons or portion thereof of metered water consumption, with a \$4.56 minimum charge for 2,000 gallons or less. For the purpose of providing for OM&R for sewer service billed on and after January 1, 2013, all residential users of the System shall be charged monthly \$2.35 per 1,000 gallons or portion thereof of metered water consumption, with a \$4.70 minimum charge for 2,000 gallons or less. For the purpose of providing for OM&R for sewer service billed on and after January 1, 2014, all residential users of the System shall be charged monthly \$2.81 per 1,000 gallons or portion thereof of metered water consumption, with a \$5.62 minimum charge for 2,000 gallons or less.

(ii) *Commercial Customers.* For the purpose of providing for OM&R, for sewer service billed on and after June 1, 2012, all commercial users of the System shall be charged monthly \$2.28 per 1,000 gallons for the first 25,000 gallons or portion thereof of metered water consumption, \$2.63 per 1,000 gallons for the next 75,000 gallons or portion thereof, and \$2.28 per 1,000 gallons for all use over 100,000 gallons, with a \$4.56 minimum charge for 2,000 gallons or less. For the purpose of providing for OM&R for sewer service billed on and after January 1, 2013, all commercial users of the System shall be charged monthly \$2.35 per 1,000 gallons for the first 25,000 gallons or portion thereof of metered water consumption, \$2.76 per 1,000 gallons for the next 75,000 gallons or portion thereof, and \$2.35 per 1,000 gallons for all use over 100,000 gallons, with a \$4.70 minimum charge for 2,000 gallons or less. For the purpose of providing for OM&R for sewer service billed on and after January 1, 2014, all commercial users of the System shall be charged monthly \$2.81 per 1,000 gallons for the first 25,000 gallons or portion thereof of metered water consumption, \$3.37 per 1,000 gallons for the next 75,000 gallons or portion thereof, and \$2.81 per 1,000 gallons for all use over 100,000 gallons, with a \$5.62 minimum charge for 2,000 gallons or less.

(iii) *Industrial and Institutional Customers.* For the purpose of providing for OM&R, for sewer service billed on and after June 1, 2012, all industrial and institutional users of the System shall be charged monthly \$2.28 per 1,000 gallons for the first 25,000 gallons or portion thereof of metered water consumption, \$2.63 per 1,000 gallons for the next 75,000 gallons or portion thereof, and \$2.28 per 1,000 gallons for all use over 100,000 gallons, with a \$4.56 minimum charge for 2,000 gallons or less. For the purpose of providing for OM&R for sewer service billed on and after January 1, 2013, all industrial and institutional users of the System shall be charged monthly \$2.35 per 1,000 gallons for the first 25,000

gallons or portion thereof of metered water consumption, \$2.76 per 1,000 gallons for the next 75,000 gallons or portion thereof, and \$2.35 per 1,000 gallons for all use over 100,000 gallons, with a \$4.70 minimum charge for 2,000 gallons or less. For the purpose of providing for OM&R for sewer service billed on and after January 1, 2014, all industrial and institutional users of the System shall be charged monthly \$2.81 per 1,000 gallons for the first 25,000 gallons or portion thereof of metered water consumption, \$3.37 per 1,000 gallons for the next 75,000 gallons or portion thereof, and \$2.81 per 1,000 gallons for all use over 100,000 gallons, with a \$5.62 minimum charge for 2,000 gallons or less.

(2) Debt Service Charge.

(i) *Residential Customers.* For the purpose of providing for the repayment of principal and interest on debt to be incurred to finance and refinance improvements to the System (“Debt Service”), for sewer service billed on and after June 1, 2012, all residential users of the System shall be charged monthly \$1.64 per 1,000 gallons or portion thereof of metered water consumption and a fixed customer charge of \$3.56, with a minimum charge of \$6.84 for 2,000 gallons or less. For the purpose of providing for Debt Service for sewer service billed on and after January 1, 2013, all residential users of the System shall be charged monthly \$2.36 per 1,000 gallons or portion thereof of metered water consumption and a fixed customer charge of \$4.28, with a minimum charge of \$9.00 for 2,000 gallons or less. For the purpose of providing for Debt Service for sewer service billed on and after January 1, 2014, all residential users of the System shall be charged monthly \$3.55 per 1,000 gallons or portion thereof of metered water consumption and a fixed customer charge of \$5.77, with a minimum charge of \$12.87 for 2,000 gallons or less.

(ii) *Commercial Customers.* For the purpose of providing for Debt Service, for sewer service billed on and after June 1, 2012, all commercial users of the System shall be charged monthly \$1.64 per 1,000 gallons or portion thereof of metered water consumption and a fixed customer charge of \$4.46, with a minimum charge of \$7.74 for 2,000 gallons or less. For the purpose of providing for Debt Service for sewer service billed on and after January 1, 2013, all commercial users of the System shall be charged monthly \$2.36 per 1,000 gallons or portion thereof of metered water consumption and a fixed customer charge of \$5.36, with a minimum charge of \$10.08 for 2,000 gallons or less. For the purpose of providing for Debt Service for sewer service billed on and after January 1, 2014, all commercial users of the System shall be charged monthly \$3.55 per 1,000 gallons or portion thereof of metered water consumption and a fixed customer charge of \$7.23, with a minimum charge of \$14.33 for 2,000 gallons or less.

(iii) *Industrial and Institutional Customers.* For the purpose of providing for Debt Service, for sewer service billed on and after June 1, 2012, all industrial and institutional users of the System shall be charged monthly \$1.64 per 1,000 gallons or portion thereof of metered water consumption and a fixed customer charge of \$16.04, with a minimum charge of \$19.32 for 2,000 gallons or less. For the purpose of providing for Debt Service for sewer service billed on and after January 1, 2013, all industrial and institutional users of the System shall be charged monthly \$2.36 per 1,000 gallons or portion thereof of metered water consumption and a fixed customer charge of \$19.25, with a minimum charge of

\$23.97 for 2,000 gallons or less. For the purpose of providing for Debt Service for sewer service billed on and after January 1, 2014, all industrial and institutional users of the System shall be charged monthly \$3.55 per 1,000 gallons or portion thereof of metered water consumption and a fixed customer charge of \$25.99, with a minimum charge of \$33.09 for 2,000 gallons or less.

(3) Total Minimum User Charge.

(i) *Residential Customers.* For sewer service billed on and after June 1, 2012, the total minimum user charge for residential users of the System shall be \$11.40 calculated as follows: OM&R for 2,000 gallons (minimum) \$4.56 + Debt Service for 2,000 gallons (minimum) \$3.56 + \$3.28 ( $\$1.64 \times 2$ ). For sewer service billed on and after January 1, 2013, the total minimum user charge for residential users of the System shall be \$13.70 calculated as follows: OM&R for 2,000 gallons (minimum) \$4.70 + Debt Service for 2,000 gallons (minimum) \$4.28 + \$4.72 ( $\$2.36 \times 2$ ). For sewer service billed on and after January 1, 2014, the total minimum user charge for residential users of the System shall be \$18.49 calculated as follows: OM&R for 2,000 gallons (minimum) \$5.62 + Debt Service for 2,000 gallons (minimum) \$5.77 + \$7.10 ( $\$3.55 \times 2$ ).

(ii) *Commercial Customers.* For sewer service billed on and after June 1, 2012, the total minimum user charge for commercial users of the System shall be \$12.30 calculated as follows: OM&R for 2,000 gallons (minimum) \$4.56 + Debt Service for 2,000 gallons (minimum) \$4.46 + \$3.28 ( $\$1.64 \times 2$ ). For sewer service billed on and after January 1, 2013, the total minimum user charge for commercial users of the System shall be \$14.78 calculated as follows: OM&R for 2,000 gallons (minimum) \$4.70 + Debt Service for 2,000 gallons (minimum) \$5.36 + \$4.72 ( $\$2.36 \times 2$ ). For sewer service billed on and after January 1, 2014, the total minimum user charge for commercial users of the System shall be \$19.95 calculated as follows: OM&R for 2,000 gallons (minimum) \$5.62 + Debt Service for 2,000 gallons (minimum) \$7.23 + \$7.10 ( $\$3.55 \times 2$ ).

(iii) *Industrial and Institutional Customers.* For sewer service billed on and after June 1, 2012, the total minimum user charge for industrial and institutional users of the System shall be \$23.88 calculated as follows: OM&R for 2,000 gallons (minimum) \$4.56 + Debt Service for 2,000 gallons (minimum) \$16.04 + \$3.28 ( $\$1.64 \times 2$ ). For sewer service billed on and after January 1, 2013, the total minimum user charge for industrial and institutional users of the System shall be \$28.67 calculated as follows: OM&R for 2,000 gallons (minimum) \$4.70 + Debt Service for 2,000 gallons (minimum) \$19.25 + \$4.72 ( $\$2.36 \times 2$ ). For sewer service billed on and after January 1, 2014, the total minimum user charge for industrial and institutional users of the System shall be \$38.71 calculated as follows: OM&R for 2,000 gallons (minimum) \$5.62 + Debt Service for 2,000 gallons (minimum) \$25.99 + \$7.10 ( $\$3.55 \times 2$ ).

(4) CPIU Adjustments. The schedule of OM&R charges as described in Section 1 above shall be increased on February 1, beginning 2015 and each subsequent year by the amount of increase in the Consumer Price Index (CPIU) or three percent (3%) (whichever is less) for the preceding year. A copy of the revised rates shall be posted on the Conway Corporation web site. Minimum payments in Section 3 above will be adjusted on the web site each February 1 to reflect such new rates.

A public hearing regarding the proposed rates will be held before the Mayor and City Council of the City of Conway, Arkansas on Tuesday, April 10, 2012, at 6:30 p.m., at the District Court Building, 810 Parkway, Conway, Arkansas. All interested parties are invited to attend the public hearing to express their views concerning the proposed rates.

Tab Townsell, Mayor

**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a public hearing will be held before the Mayor and City Council of the City of Conway, Arkansas (the "City") at the place and time set forth below on the question of the issuance by the City of up to \$25,000,000 principal amount of its Wastewater Revenue Improvement Bonds, Series 2012A, and up to \$70,000,000 principal amount of its Wastewater Revenue Improvement Bond, Subordinate Series 2012B (collectively, the "Bonds"), under the authority of Amendment 65 to the Arkansas Constitution and Arkansas Code Annotated §§14-164-401 *et seq.*

The proceeds of the Bonds will be used (i) to fund the acquisition, construction and equipping of a portion of the costs of the proposed wastewater treatment plant to be located in the Tupelo Bayou area in the western portion of the City, including related engineering and design expenses and costs of the lift stations and conveyance system required to deliver wastewater to the plant, (ii) to fund a debt service reserve for the Series 2012A Bonds, and (iii) to pay costs of issuance of the Bonds.

A public hearing will be held with respect to the issuance of the Bonds on Tuesday, March 27, 2012, at 6:30 p.m., at the District Court Building, 810 Parkway, Conway, Arkansas. Any persons interested may express their views, both orally and in writing, on the proposed issuance of the Bonds and on the nature of the improvements to be financed. At such hearing, all objections and suggestions will be heard and considered, and such action will be taken by the City Council as is deemed proper in response to said objections and suggestions.

This notice is published and the above described hearing is to be held in satisfaction of the requirements of Arkansas Code Annotated §19-9-607.

Tab Townsell, Mayor



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

**AN ORDINANCE AMENDING ORDINANCE NO. O-86-11, AS PREVIOUSLY AMENDED AND EXTENDING THE EMPLOYMENT OF THE CONWAY CORPORATION, TO OPERATE THE WATER SYSTEM AND THE SANITARY SEWER SYSTEM OF THE CITY OF CONWAY, ARKANSAS; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Conway, Arkansas (the ‘City’), a city of the first class, presently owns a water storage, treatment and distribution system (the “Water System”) and a sanitary sewer system (the “Sewer System”) serving the residents of the City, which Water System and Sewer System are presently operated and maintained by the Conway Corporation, a nonprofit corporation organized and existing under the laws of the State of Arkansas (the “Corporation”), pursuant to an exclusive franchise to operate the Water System and the Sewer System granted to the Corporation by the City pursuant to Ordinance No. O-86-11 adopted on January 28, 1986, as previously amended by Ordinance No. 0-01-112 adopted On November 27, 2001; and

**WHEREAS**, the city desires to extend the term of the franchise presently granted to the Corporation.

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

**Section 1.** The term of the franchise granted to the Corporation by Ordinance No. O-86-11, as amended, is hereby extended to December 31, 2037 and Section 4 of Ordinance No. O-86-11 is hereby deemed further amended to such effect.

**Section 2.** The extension of franchise granted by this Ordinance shall be accepted in writing by the Corporation within thirty (30) days from the date of adoption of this Ordinance, whereupon the franchise shall be deemed to be extended as provided in Section 1.

**Section 3.** The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared to be illegal or invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Ordinance.

**Section 4.** All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

**ADOPTED AND APPROVED THIS 27<sup>th</sup> day of March, 2012.**

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

**Attest:**

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





**City of Conway, Arkansas**  
**Resolution No. R-12- \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MARKETING AGREEMENT AND AN  
 INTEGRATION AGREEMENT WITH ENTERGY ARKANSAS, INC. AND THE  
 CO-OWNERS OF WHITE BLUFF AND INDEPENDENCE STEAM ELECTRIC STATIONS**

**WHEREAS**, Conway Corporation (the "Corporation") operates the electric system which serves the City of Conway (the "City") and its inhabitants; and

**WHEREAS**, the City owns a two-percent undivided interest in the White Bluff and Independence Steam Electric Stations (collectively, the "JOU's") with Entergy Arkansas, Inc. ("EAI") and others (the "Co-owners"); and

**WHEREAS**, the City, EAI and the Co-owners are parties to certain agreements related to the JOUs; and

**WHEREAS**, EAI is transferring control of its transmission assets to the Midwest Independent System Operator ("MISO"), a regional transmission organization (RTO), beginning on or near December 19, 2013; and

**WHEREAS**, the Corporation, EAI and Co-owners anticipate participation in the MISO Energy and Ancillary Services Market ("MISO Market") on and after that date; and

**WHEREAS**, the existing agreements for the JOUs do not contemplate operation in the MISO Market; and

**WHEREAS**, the Corporation, EAI and the Co-owners have negotiated a Marketing Agreement and an Integration Agreement (collectively, the "Agreements") which are designed to maximize the value of the JOUs to the Co-owners in an RTO environment,

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

Section One. That the Mayor, for and on behalf of the City of Conway, Arkansas, is hereby authorized to effect the execution of the Marketing Agreement and the Integration Agreement and other papers or documents that may be required for the carrying out of such authority.

Section Two. That the provisions of the Resolution are hereby declared to be separable and if a section, phrase or provision shall be declared invalid; such declaration shall not affect the validity of the remainder of the Resolution.

**ADOPTED** this 27<sup>th</sup> day of March, 2012.

**Approved by:**

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

**Attest:**

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

MISO INTEGRATION AGREEMENT

Between

ENTERGY ARKANSAS, INC.

and

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

and

CITY OF CONWAY, ARKANSAS

and

CITY OF WEST MEMPHIS, ARKANSAS

and

CITY OF OSCEOLA, ARKANSAS

and

ENTERGY MISSISSIPPI, INC.

and

ENTERGY POWER, LLC

and

EAST TEXAS ELECTRIC COOPERATIVE, INC.

Dated as of:  
March \_\_, 2012

This MISO Integration Agreement (“MIA” or “Agreement”) is made on this day, March \_\_\_\_, 2012, between and among Entergy Arkansas, Inc., a corporation organized and existing under the laws of the State of Arkansas (“EAI”), City Water and Light Plant of the City of Jonesboro, Arkansas, the City of Conway, Arkansas, the City of West Memphis, Arkansas, the City of Osceola, Arkansas, Entergy Mississippi, Inc., a corporation organized and existing under the laws of the State of Mississippi, Entergy Power, LLC, a corporation organized and existing under the laws of the State of Delaware and East Texas Electric Cooperative, Inc., a generation and transmission cooperative organized and existing under the laws of the State of Texas (collectively, the “Parties”).

WHEREAS, the Parties to this Agreement are co-owners in White Bluff Steam Electric Station (“White Bluff”) and/or Independence Steam Electric Station (“ISES”) (collectively, “JOU”) pursuant to the White Bluff and ISES Ownership Agreements;

WHEREAS, the Parties to this Agreement are parties to the White Bluff and ISES Operating Agreements whereby EAI is given sole responsibility and authority for the management, control, operation and maintenance of the plants and is authorized to act as agent in all activities in connection with participants’ interest in the JOUs on behalf of the other owners;

WHEREAS, the Parties to this Agreement anticipate participation in the Midwest Independent Transmission System Operator, Inc. Energy and Ancillary Services Market (“MISO Market”) beginning on or near December 19, 2013;

WHEREAS, several of the Parties to this Agreement are presently parties in separate Power Coordination and Interchange Agreements (“PCIA”);

WHEREAS, the Parties to this Agreement wish to coordinate their participation in the MISO Market with respect to the JOUs so as to maximize the value of the JOUs and to share in the value of these assets in proportion to their ownership share of the assets, with no preference to any one owner;

WHEREAS, certain parties to this Agreement are interveners in APSC Docket No. 10-011-U.

WHEREAS, the Parties to this Agreement mutually desire to resolve many of the Party’s concerns regarding integration into MISO;

Now, THEREFORE it is agreed as follows:

I. Support

Parties will either present testimony or file a letter on March 16, 2012, in APSC Docket No. 10-011-U substantially identical to the provisions included in Exhibit A hereto.

II. Revisions to the White Bluff Operating Agreement

- a. The Parties agree to, and shall exert their best efforts to, amend the White Bluff Operating Agreement among EAI, Arkansas Electric Cooperative Corporation (“AECC”) and the Parties, et al. originally dated as of June 27, 1977, as amended (“White Bluff Operating Agreement”) so that the term of expiration is consistent with the term of expiration of the Independence Steam

Electric Station Operating Agreement among EAI, AECC and the Parties, *et al.*, originally dated as of July 31, 1979, as amended and restated.

III. Marketing Agreement

- a. The Parties agree to enter into a White Bluff and Independence Marketing Agreement (“MA”) pursuant to which co-owners of White Bluff and ISES may offer their shares of the capabilities of the White Bluff and ISES units and associated energy into markets administered by the MISO either jointly with EAI and other co-owners or separately. The MA is included as Exhibit B hereto.
- b. EAI shall file the MA with FERC.

IV. EAI commitment to the continued operation of the coal units.

- a. EAI will commit to the continued operation of the JOUs for the terms of the Independence and White Bluff Operating Agreements unless such continued operation would result in a violation of law that could not be avoided or remedied by reasonable means or the APSC finds that operation of the JOUs is not in the public interest.

V. Auction Revenue Rights Allocation

- a. The parties commit to use best efforts to support receiving from MISO an appropriate allocation of Auction Revenue Rights from the JOUs in accordance with the MISO Tariff and then current business practices.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

**ENTERGY ARKANSAS, INC.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

**ARKANSAS ELECTRIC  
COOPERATIVE CORPORATION**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

**CITY OF CONWAY, ARKANSAS**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

**EAST TEXAS ELECTRIC  
COOPERATIVE, INC.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

**ENTERGY MISSISSIPPI, INC.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

**ENTERGY POWER, LLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

**CITY OF OSCEOLA, ARKANSAS**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

**CITY OF WEST MEMPHIS, ARKANSAS**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**City of Conway, Arkansas  
Resolution No. R-12-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE PREPARATION OF CERTAIN DOCUMENTATION FOR THE SUBSEQUENT APPROVAL OF THE CITY COUNCIL RELATED TO THE PROPOSED ISSUANCE BY THE CITY OF FRANCHISE FEE REVENUE REFUNDING BONDS, SERIES 2012, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$4,550,000 (THE "BONDS") FOR THE PURPOSE OF REFUNDING THE CITY'S OUTSTANDING FRANCHISE FEE IMPROVEMENT REVENUE BONDS, SERIES 2006; AND PRESCRIBING OTHER MATTERS RELATING THERETO.**

**WHEREAS**, the City is considering the refinancing of certain outstanding indebtedness of the City secured by City franchise fees in order to achieve interest cost savings; and

**WHEREAS**, it has been determined that the most advantageous method of refinancing such indebtedness is through the issuance by the City of an issue of tax-exempt bonds (the "Bonds") pursuant to Arkansas law; and

**WHEREAS**, the City has determined to consider the issuance of the Bonds, subject to the final approval of terms of the Bonds by ordinance of the City Council, and to authorize the Underwriters and Bond Counsel, hereinafter designated in Sections 2 and 3, respectively, with the advice and assistance of the Mayor, to take certain actions in preparation for the issuance and sale of the Bonds;

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

**Section 1.** The Bond Counsel, as hereinafter defined, with the advice and assistance of the Mayor, is hereby authorized to prepare documents relating to the issuance and sale of the Bonds and the refunding of the outstanding franchise fee indebtedness described above, provided, however, the City Council shall first adopt an approving ordinance before any such documents are binding upon the City.

**Section 2.** The firm of Kutak Rock LLP is hereby designated as bond counsel ("Bond Counsel") in connection with the issuance and sale of the Bonds.

**Section 3.** The firms of Stephens Inc. and Crews & Associates, Inc. (with Stephens Inc. being the managing underwriter) are hereby designated as underwriters (the "Underwriters") for the purpose of marketing the Bonds and advising the City concerning the refunding of the prior indebtedness. The sale of the Bonds to the Underwriters will be accomplished pursuant to the terms of a bond purchase agreement to be presented for the approval of the City Council.

**Section 4.** The provisions of this resolution are hereby declared to be separable and if a section, phrase or provision shall be declared to be invalid; such declaration shall not affect the validity of the remainder of the resolution.

**Section 5.** All resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

**ADOPTED: March 27<sup>th</sup>, 2012.**

By:

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

Attest:

By: \_\_\_\_\_  
Michael O. Garrett  
City Clerk/Treasurer

[S E A L]

Date: January 26, 2012

To: Mayor Tab Townsell

Email: mayor@cityofconway.org

From: Mark McBryde

RE: City of Conway, Arkansas December 1, 2006 Franchise Fee Revenue Improvement Bonds

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Based on current market conditions, Conway can potentially achieve a substantial amount of savings by refunding the December 1, 2006 bond issue. In preparing this information, I have assumed current interest rates on the new issue.

A summary of this transaction and the attached schedules appear below.

**Series 2006 Franchise Fee Revenue Improvement Bonds.** These bonds are scheduled to mature on December 1, 2030. The annual debt service payment is approximately \$343,000 and the remaining bonds carry an average coupon of 4.29%. The refunding of this issue produces an estimated net savings of approximately \$384,072 and a net present value savings of \$272,669. On Schedule 1 below, we have assumed the savings would be realized evenly over the bond's remaining term. By doing so, the City would realize an annual savings of \$20,214, based on current market rates. Expressed as a percentage of the refunding principal, the net present value benefit is shown as 6.197% on this schedule.

**Schedule 1:** This represents the current repayment schedule on the December 1, 2006 bond issue.

**Schedule 2:** This schedule reflects the refinancing savings being realized evenly over the term of the bond issue.

Issuers determine the feasibility of the refunding by examining several different factors. Often times, issuers consider net present value savings to see if the number is significant. Other issuers will look at the percentage of net present value benefit of the refunded principal. When this number exceeds 2.5%, most issuers will move forward with the refunding. As mentioned above, an estimate of the net present value benefit is 6.197% on this bond issue.

Please keep in mind that the actual amount of savings will depend on the interest rates received at the time bonds are sold. The final savings associated with this refunding could be more or less than the attached schedules indicate.

I hope this preliminary information is helpful. I will follow up with a call next week in order to answer your questions.



**City of Conway, Arkansas**  
**Franchise Tax Revenue Bonds**  
**Series 2006**

**Total Refunded Debt Service**

Date	Principal	Coupon	Interest	Total P+I
12/01/2012	155,000.00	4.000%	186,418.76	341,418.76
12/01/2013	165,000.00	4.000%	180,218.76	345,218.76
12/01/2014	170,000.00	4.000%	173,618.76	343,618.76
12/01/2015	175,000.00	4.000%	166,818.76	341,818.76
12/01/2016	185,000.00	4.000%	159,818.76	344,818.76
12/01/2017	190,000.00	4.250%	152,418.76	342,418.76
12/01/2018	200,000.00	4.250%	144,343.76	344,343.76
12/01/2019	205,000.00	4.250%	135,843.76	340,843.76
12/01/2020	215,000.00	4.250%	127,131.26	342,131.26
12/01/2021	225,000.00	4.250%	117,993.76	342,993.76
12/01/2022	235,000.00	4.250%	108,431.26	343,431.26
12/01/2023	245,000.00	4.250%	98,443.76	343,443.76
12/01/2024	255,000.00	4.250%	88,031.26	343,031.26
12/01/2025	265,000.00	4.250%	77,193.76	342,193.76
12/01/2026	280,000.00	4.250%	65,931.26	345,931.26
12/01/2027	290,000.00	4.375%	54,031.26	344,031.26
12/01/2028	300,000.00	4.375%	41,343.76	341,343.76
12/01/2029	315,000.00	4.375%	28,218.76	343,218.76
12/01/2030	330,000.00	4.375%	14,437.50	344,437.50
<b>Total</b>	<b>\$4,400,000.00</b>	<b>-</b>	<b>\$2,120,687.68</b>	<b>\$6,520,687.68</b>

**Yield Statistics**

Base date for Avg. Life & Avg. Coupon Calculation	3/01/2012
Average Life	10.981 Years
Average Coupon	4.2928345%
Weighted Average Maturity (Par Basis)	10.981 Years

**Refunding Bond Information**

Refunding Dated Date	3/01/2012
Refunding Delivery Date	3/01/2012

**City of Conway, Arkansas**  
**Franchise Tax Revenue Bonds**  
**Series 2006**

**Gross Debt Service Comparison**

Date	Principal	Coupon	Interest	New D/S	OLD D/S	Savings
12/01/2012	140,000.00	1.050%	93,935.63	231,003.07	256,064.07	25,061.00
12/01/2013	200,000.00	1.150%	123,777.50	323,777.50	345,218.76	21,441.26
12/01/2014	205,000.00	1.400%	121,477.50	326,477.50	343,618.76	17,141.26
12/01/2015	205,000.00	1.650%	118,607.50	323,607.50	341,818.76	18,211.26
12/01/2016	210,000.00	1.700%	115,225.00	325,225.00	344,818.76	19,593.76
12/01/2017	210,000.00	1.850%	111,655.00	321,655.00	342,418.76	20,763.76
12/01/2018	215,000.00	2.050%	107,770.00	322,770.00	344,343.76	21,573.76
12/01/2019	220,000.00	2.300%	103,362.50	323,362.50	340,843.76	17,481.26
12/01/2020	225,000.00	2.550%	98,302.50	323,302.50	342,131.26	18,828.76
12/01/2021	230,000.00	2.750%	92,565.00	322,565.00	342,993.76	20,428.76
12/01/2022	235,000.00	2.900%	86,240.00	321,240.00	343,431.26	22,191.26
12/01/2023	245,000.00	3.100%	79,425.00	324,425.00	343,443.76	19,018.76
12/01/2024	250,000.00	3.250%	71,830.00	321,830.00	343,031.26	21,201.26
12/01/2025	260,000.00	3.450%	63,705.00	323,705.00	342,193.76	18,488.76
12/01/2026	270,000.00	3.550%	54,735.00	324,735.00	345,931.26	21,196.26
12/01/2027	280,000.00	3.650%	45,150.00	325,150.00	344,031.26	18,881.26
12/01/2028	285,000.00	3.800%	34,930.00	319,930.00	341,343.76	21,413.76
12/01/2029	300,000.00	3.900%	24,100.00	324,100.00	343,218.76	19,118.76
12/01/2030	310,000.00	4.000%	12,400.00	322,400.00	344,437.50	22,037.50
<b>Total</b>	<b>\$4,495,000.00</b>	<b>-</b>	<b>\$1,559,193.13</b>	<b>\$6,051,260.57</b>	<b>\$6,435,332.99</b>	<b>\$384,072.42</b>

**PV Analysis Summary (Gross to Gross)**

Gross PV Debt Service Savings	364,819.10
Transfers from Prior Issue Debt Service Fund	(85,354.69)
Transfers from Prior Issue DSR Fund	(172,966.00)
Amount deposited into new DSR Fund	163,238.75
Contingency or Rounding Amount	2,932.56
<b>Net Present Value Benefit</b>	<b>\$272,669.72</b>
<b>Net PV Benefit / \$4,400,000 Refunded Principal</b>	<b>6.197%</b>
<b>Net PV Benefit / \$4,495,000 Refunding Principal</b>	<b>6.066%</b>

**Refunding Bond Information**

Refunding Dated Date	3/01/2012
Refunding Delivery Date	3/01/2012



**City of Conway, Arkansas**  
Resolution No. R-12-\_\_\_\_\_

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

**WHEREAS**, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$8250.42 (plus a ten percent collection penalty, to be thereafter certified to the Faulkner County Tax Collector; and

**WHEREAS**, a hearing for the purpose of determine such lien has been set for **March 27<sup>th</sup>, 2012** 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 27<sup>th</sup> day of March, 2012.

**Approved:**

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

**Attest:**

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

# INVOICE

**City of Conway**  
**Planning & Permits Department**

DATE: MARCH 22, 2012

1201 Oak Street  
Conway, AR 72032  
Phone: 501-450-6107  
Fax 501-450-6144

TO Mr. & Mrs. Randy Dryer  
65 Springhill Drive  
Greenbrier, AR 72058

Description: Temporary Fencing, Legal Notice &  
Wall Bracing Plan & Structural Report at  
912 Front Street

PARCEL NUMBER	PAYMENT TERMS	DUE DATE
710-05567-000C	Due upon receipt	February 25, 2012

DESCRIPTION		TOTAL
Temporary Fencing (6/17/2011 thru 1/15/2012)		3196.00
Legal Notice		43.40
Bracing Plan & Structural Evaluation Report		5000.00
2 Certified Letters		10.14
2 Regular Letters		.88
	<b>Total Due</b>	<b>\$8250.42</b>

Make all checks payable to:

City of Conway Permit & Planning Department

1201 Oak Street Conway Arkansas 72032

**Payments are due 30 days from date of this letter**

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

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



**Barbara McElroy**  
Permits & Planning Dept.  
Phone 501-450-6107  
Fax 501-450-6144

February 28, 2012

**“CORRECTION LETTER”**

Mr. & Mrs. Randy Dryer  
65 Springhill Drive  
Greenbrier, AR 72058

**Parcel # 710-05567-000C**

**RE: Temporary Fencing, Legal Notice & Wall Bracing Plan & Structural Report  
For property located at 912 Front Street. Amount Due: \$8,250.42**

Dear Mr. & Mrs. Dryer,

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 **March 27th, 2012 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 bracing of your 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 and a filing fee, to the Tax Collector of Faulkner County to be placed on the tax books as delinquent taxes and collected accordingly.

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

Sincerely,

Barbara McElroy



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

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT OF UNDERSTANDING WITH THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT & APPROPRIATING GRANT FUNDS TO THE CONWAY DEPARTMENT OF PLANNING AND DEVELOPMENT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES;**

**WHEREAS**, the City of Conway Department of Planning and Development has been awarded a \$139,590 Safe Routes to School Infrastructure Grant (Job 080456) from the Arkansas State Highway and Transportation Department; and,

**WHEREAS**, the grant proceeds will be utilized to pay for infrastructure costs associated with implementing the Conway Safe Routes to School Committee's 2010 Master Plan, as detailed by City of Conway Resolution R-09-74; and,

**WHEREAS**, the City of Conway Department of Planning and Development has a budget for the grant's expenses which has been approved by the Arkansas State Highway and Transportation Department, and will solicit bids from contractors in accordance with local, state, and federal requirements,

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

**SECTION 1.** The City of Conway shall authorize the Mayor to execute an Agreement of Understanding and accept grant proceeds in the amount of \$139,590 from the Arkansas State Highway and Transportation Department and appropriate such funds to account number 399.105.5990 in order to cover the expense of implementing the Safe Routes to School Committee's 2010 Master Plan.

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

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

**PASSED this 27<sup>th</sup> day of March, 2012.**

**Approved:**

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

**Attest:**

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

**AGREEMENT OF UNDERSTANDING  
FOR AN INFRASTRUCTURE PROJECT  
BETWEEN**

**CITY OF CONWAY**

**AND**

**THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**

In Cooperation with the  
U. S. Department of Transportation  
Federal Highway Administration

RELATIVE TO

Implementation of Job 080456, Conway SRTS I (2011) (hereinafter called the "Project") as an Arkansas Safe Routes To School (SRTS) Program project.

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users provides 100% Federal-aid funds for certain approved Arkansas SRTS Program projects; and

WHEREAS, the City of Conway (hereinafter called "Sponsor") has expressed its desire to use Federal-aid funds for an eligible project; and

WHEREAS, the Sponsor knows of no legal impediments to the completion of the Project; and

WHEREAS, it is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any member thereof a third party beneficiary hereunder or to authorize anyone not a party to this agreement to maintain a suit or action for injuries or damage of any nature pursuant to the terms or provisions of this agreement; and

WHEREAS, it is understood that the Sponsor and the Arkansas State Highway and Transportation Department (hereinafter called the "Department") will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Attachment A) and that, as part of these requirements, the Department may set goals for DBE participation in the project ranging from 0% to 100% that are practical and related to the potential availability of DBEs in desired areas of expertise.

IT IS HEREBY AGREED that the Sponsor and the Department, in cooperation with the Federal Highway Administration, will participate in a cooperative program for implementation of the project and will accept the responsibilities and assigned duties as described hereinafter.

THE SPONSOR WILL:

1. Before acquiring additional property for this project, submit a letter to the Department which either (1) stipulates the services relative to right-of-way acquisition, appraisal, relocation, and utilities that the Sponsor will assume or (2) requests that the Department handle some or all of these services. Acquisition of property must be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act"). **NOTE: Failure to notify the Department prior to initiating this phase of work may result in all project expenditures being declared non-participating in federal funds.**
2. If no acquisition is required, provide a copy of the registered deed or an appropriate certification stating the Sponsor's clear and unencumbered title to any right-of-way to be used for the project as shown in Attachment B<sup>1</sup>. If property has been acquired see Attachment B<sup>2</sup>.
3. Be responsible for all engineering costs associated with any changes to the project if the Sponsor fails to acquire the right-of-way or secure easements required for the project under the original scope.
4. After the Department authorizes the Sponsor to advertise the project, advertise for bids in accordance with Federal procedures as shown in Attachment C.
5. After bids are opened and reviewed, submit a certification letter (Attachment D), including all items noted, to the Department and request concurrence in award of the contract. **Any costs incurred by the Sponsor prior to receiving the Department's concurrence in award are not eligible for reimbursement.**
6. Submit change orders to the contract to the Department for review and approval prior to execution.
7. The purchase of essential replacement parts during construction is bound by the following conditions;
  - 1) The extra parts shall only be used in the locations approved under the original SRTS project.
  - 2) The cost of the extra parts should be kept to a minimum.
8. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department.
9. Upon completion of the project, provide proof of expenditures to the Department for reimbursement.



10. Be responsible for the inspection, measurement, documentation, certification of all work in accordance with the plans and specifications for the Project and to retain and maintain for three years after completion all records relating to such inspections, certifications, any billing statements, and any other files necessary to document the performance and completion of the work. Such records shall be retained in accordance with the requirements of 49 CFR, Subtitle A, Part 18, Subpart C, Section 18.42 - Retention and access requirements for records. (See Attachment E). The Contractor and subcontractor(s) shall be monitored for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.
11. Be responsible for satisfactory maintenance (including reasonable snow removal efforts from sidewalks and other pedestrian facilities) and for the repair or replacement of any damaged infrastructure. Also be responsible for the proper operation of all improvements and for adopting regulations, ordinances and procedures as necessary to ensure this. Failure to adequately maintain, replace and operate the project in accordance with Federal-aid requirements may result in the Sponsor's repayment of Federal funds and may result in withholding future Federal-aid.
12. Grant the right of access to Sponsor's records pertinent to this project and the right to audit by the Department and Federal Highway Administration officials.
13. Retain total, direct control over the project throughout the life of the improvements and not, without prior approval from the Department:
  - sell, transfer, or otherwise abandon any portion of the project;
  - change the intended use of the project as stated in the approved project application;
  - make significant alterations to any improvements constructed with Federal-aid funds;
  - or
  - cease maintenance or operation of the project due to the project's obsolescence.
14. Promptly notify the Department if the project is rendered unfit for continued use by natural disaster or other cause.
15. Be responsible for 100% of all project costs incurred, including but not limited to design costs, should the project not be completed as specified.
16. Be responsible for 100% of any and all expenditures which are declared non-participating in federal funds, including awards by the State Claims Commission.

17. Repay to the Department all Federal funds if the Federal Highway Administration removes Federal participation due to actions of the Sponsor, its agents, its employees, or its assigns, or the Sponsor's consultants or their agents. Such actions shall include, but are not limited to, Federal non-participation arising from problems with design plans, construction, change orders, construction inspection, or contractor payment procedures. The Sponsor understands and agrees that the Department may cause necessary funds to be transferred by the Director of the Department of Finance and Administration from any of the Sponsor's funds should the Sponsor fail to pay the Department any required funds, fail to complete the project as specified, or fail to adequately maintain or operate the project.
18. Conduct surveys of affected students to determine modes of school transportation and potential barriers to walking and bicycling. The survey devices will include a one-week classroom oriented session run by school faculty and a take-home survey to be completed with a child's parent. Completed surveys will be turned in to the Department for tabulation. Both surveys will be provided by the Department. **Final project reimbursement could be withheld if surveys are not completed.**
19. Indemnify and hold harmless the Arkansas State Highway Commission, the Department, its officers and employees from any and all claims, lawsuits, judgments, damages, costs, expenses and losses, including those arising from claims before the Arkansas Claims Commission or lawsuits brought in any other legal forum, sustained on account of the operations or actions for the Sponsor, including any act of omission, neglect or misconduct of said Sponsor. Further, the Sponsor, shall take no action to compromise the immunity from civil suits afforded the State for Arkansas, the State Highway Commission, Arkansas Code §19-10-305, and the 11<sup>th</sup> Amendment of the Constitution of the United States. This obligation of indemnification shall survive the termination or expiration of this Agreement.
20. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.
21. Comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Sponsor is appropriate, the Sponsor agrees to comply with any additional instructions provided by the Department to the Sponsor regarding such audit.

THE DEPARTMENT WILL:

1. Be responsible for administering Federal-aid funds.
2. Provide environmental documentation for the project.
3. Provide plans and specifications and bidding documentation for the project.
4. Upon receipt of the Sponsor's certification of right-of-way (property) ownership, provide the appropriate documentation to the file.
5. Authorize the Sponsor to proceed with advertisement of the project for construction bids.
6. Review bid tabulations and concur in award of the construction contract for the project.
7. Review and approve any necessary change orders for project/program eligibility.
8. Visually verify (insofar as is reasonably possible) that the work meets contract requirements before reimbursement is made to the Sponsor.
9. Reimburse the Sponsor for all eligible construction costs.
10. Provide Sponsors with school transportation surveys to be conducted by the Sponsor and tabulate results of the surveys.

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure will disqualify the Sponsor from receiving future Federal-aid funds administered by the Department.

IT IS FURTHER AGREED that should the Sponsor fail to pay to the Department any required funds due for implementation of the project or fail to complete the project as specified in this Agreement or fail to adequately maintain or operate the project, the Sponsor hereby authorizes the Director of the Department of Finance and Administration to transfer from any of the Sponsor's State funds to the Department's RRA account such sums as the Director of Highways and Transportation shall certify as due the Department under terms of this Agreement.

ARKANSAS STATE HIGHWAY  
AND TRANSPORTATION  
DEPARTMENT

City of Conway

---

Scott E. Bennett  
Director of Highways and Transportation

---

Printed Name

---

Title

---

Date

**NOTICE OF NONDISCRIMINATION**

The Arkansas State Highway and Transportation Department (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in the Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711).

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.



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

**AN ORDINANCE CLOSING 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; AND FOR OTHER PURPOSES;**

**WHEREAS**, a petition was duly filed with the City Council of the City of Conway, Arkansas on the 3<sup>rd</sup> day of February 2012 asking the City Council to vacate and abandon 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

**WHEREAS**, after due notice as required by law, the council has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question and has ascertained that the easement or the portion thereof, hereinbefore described, has heretofore been dedicated to the public use as a easement herein described; has not been actually used by the public generally; that all the owners of the property abutting upon the portion of the street and alley to be vacated have filed with the council their written consent to the abandonment; and that public interest and welfare will not be adversely affected by the abandonment of those portions of the street and alley.

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

**Section 1.** The City of Conway, Arkansas releases, vacates, and abandons all its rights, together with the rights of the public generally, in and to those portions of the Ellis Avenue right-of-way and alley connecting Sanders Street and Lot 105 designated as follows:

Part of Section 1, T-5-N, R-14-W, Faulkner County, Arkansas. Beginning at the NE corner of Lot 104, of The Village at Hendrix, City of Conway, Arkansas, as shown on Plat of Record in Plat Book L, Page 6, Plat Records of Faulkner County, Arkansas; thence South 71 degrees 54 Minutes 43 Seconds West, a distance of 63.14 feet; thence North 18 degrees 05 Minutes 17 Seconds West, a distance of 10.00 feet; thence North 71 Degrees 54 Minutes 43 Seconds East, a distance of 63.64 feet; thence South 15 degrees 12 Minutes 55 Seconds East, a distance of 10.01 feet to the POINT OF BEGINNING; said described tract containing 0.1 Acres, more or less.

Part of Section 1, T-5-N, R-14-W, Faulkner County, Arkansas. Beginning at the SE corner of Lot 104, of The Village at Hendrix, City of Conway, Arkansas, as shown on Plat of Record in Plat Book L, Page 6, Plat Records of Faulkner County, Arkansas; thence South 15 Degrees 12 Minutes 55 Seconds East, a distance of 11.80 feet; thence South 75 Degrees 06 Minutes 36 Seconds West, a distance of 117.94 feet; thence North 71 Degrees 54 Minutes 43 Seconds East, a distance of 19.94 feet; thence North 18 Degrees 05 Minutes 17 Seconds West, a distance of 7.05 feet; thence North 71 Degrees 54 Minutes 43 Seconds East, a distance of 63.88 feet; thence North 74 Degrees 57 Minutes 43 Seconds East, a distance of 34.58 feet to the POINT OF BEGINNING; said described tract containing 0.02 Acres, more or less.

**Section 2.** A copy of the ordinance duly certified by the city clerk shall be filed in the office of the recorder of the county and recorded in the deed records of the county.

**Section 3.** This ordinance shall take effect and be in force from and after its passage.

**PASSED** this 27<sup>th</sup> day of March, 2012.

**Approved:**

**Attest:**

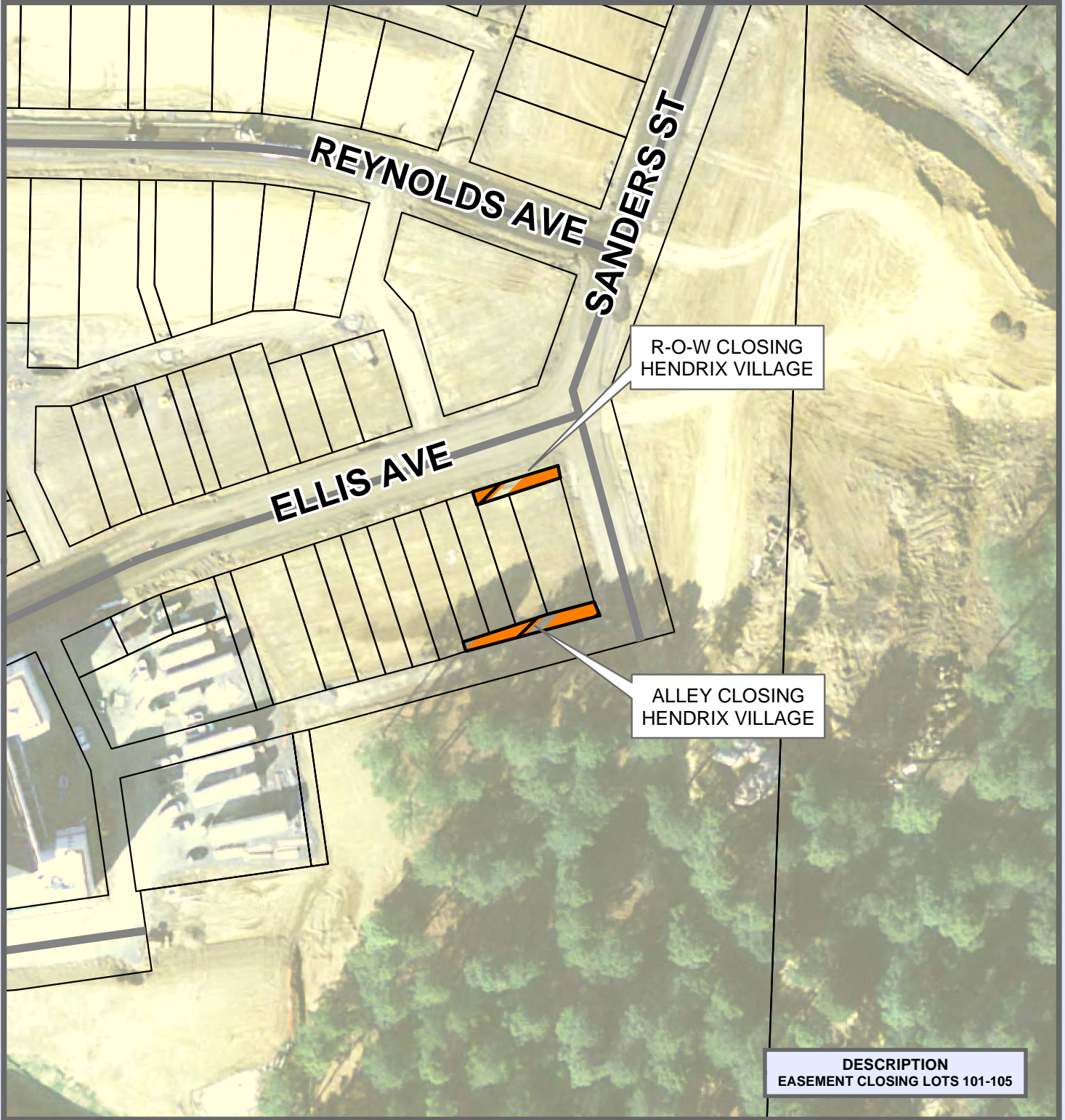
\_\_\_\_\_  
**Mayor Tab Townsell**

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



# CITY OF CONWAY

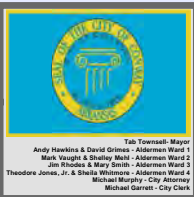
## HENDRIX VILLAGE -- ALLEY R-O-W CLOSING



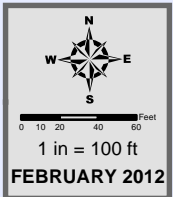
R-O-W CLOSING  
HENDRIX VILLAGE

ALLEY CLOSING  
HENDRIX VILLAGE

**DESCRIPTION**  
EASEMENT CLOSING LOTS 101-105



INTERSTATE	LOT LINE	<b>Residential</b>	<b>Industrial</b>
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		<b>Commercial</b>	<b>Office</b>
RAILROADS		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	
		<b>Special</b>	SP
			S-1
			A-1
			PUB



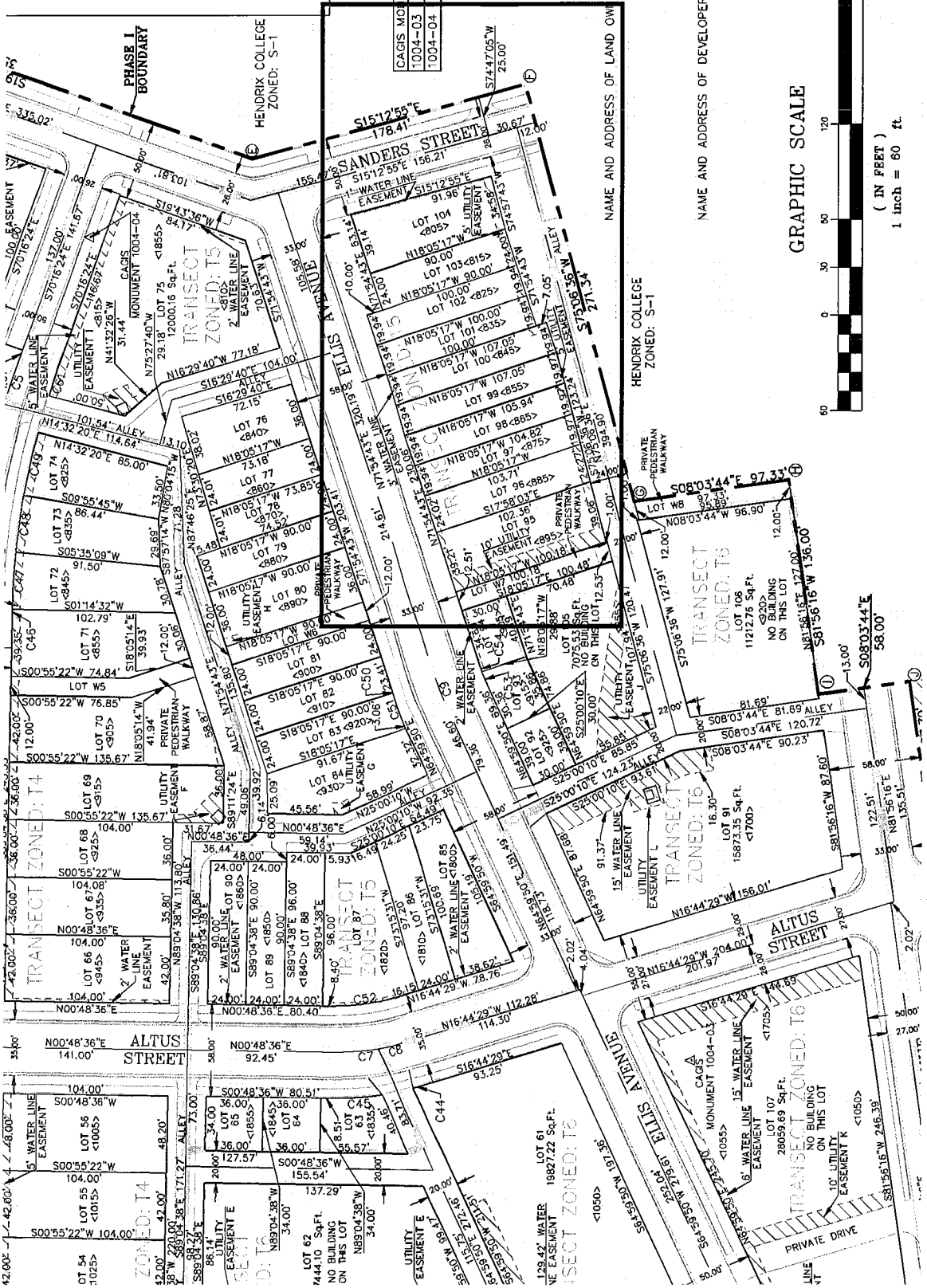
THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE, AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER. THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS OR ACCURACY OF ANY FEATURES ON THIS MAP. CITY OF CONWAY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

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



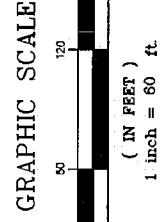
Eastings	Northings
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1180614.02	281208.28
1181127.01	281172.61
1181787.94	281028.32
1181669.13	280596.99
1181715.96	280524.84
1181453.73	280455.11
1181467.38	280358.74
1181332.72	280339.67
1181340.86	280282.24
1181244.12	280268.54
1181173.72	280263.62
1180932.06	280229.39
1180858.03	280254.33
1180830.07	280261.45
1180647.13	280205.46
1180535.64	280745.03
1180546.88	281118.26
1180571.87	281117.55

CAGIS MONUMENTS	NORTHING	EASTING	ELEVATION
1004-03	280418.74	1181103.15	1333.46
1004-04	280799.27	1181619.96	1333.28



NAME AND ADDRESS OF LAND OWNER: THE VILLAGE AT HENDRIX, LLC  
 J. SCOTT SCHALLHORN, MANAGER  
 HENDRIX COLLEGE  
 1600 WASHINGTON AVENUE  
 CONWAY AR, 72032

NAME AND ADDRESS OF DEVELOPER: THE VILLAGE AT HENDRIX, LLC  
 J. SCOTT SCHALLHORN, MANAGER  
 HENDRIX COLLEGE  
 1600 WASHINGTON AVENUE  
 CONWAY AR, 72032



( IN FEET )  
 1 inch = 60 ft

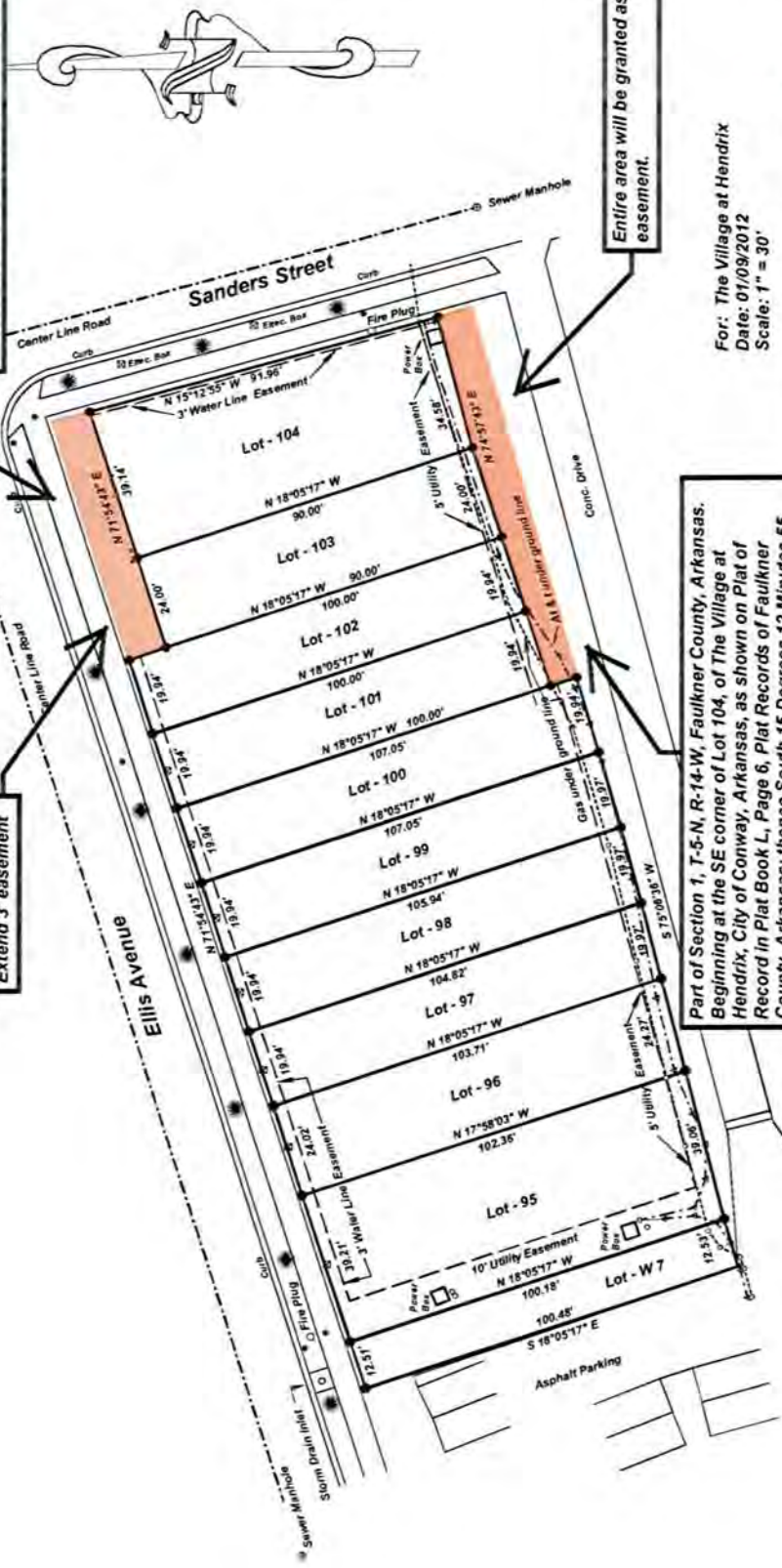


Part of Section 1, T-5-N, R-14-W, Faulkner County, Arkansas. Beginning at the NE corner of Lot 104, of The Village at Hendrix, City of Conway, Arkansas, as shown on Plat of Record in Plat Book L, Page 6, Plat Records of Faulkner County, Arkansas; thence South 71 Degrees 54 Minutes 43 Seconds West, a distance of 63.14 feet; thence North 18 Degrees 05 Minutes 17 Seconds West, a distance of 10.00 feet; thence North 71 Degrees 54 Minutes 43 Seconds East, a distance of 63.64 feet; thence South 15 Degrees 12 Minutes 55 Seconds East, a distance of 10.01 feet to the POINT OF BEGINNING; said described tract containing 0.01 Acres, more or less.

**HAMBUCHEN LAND SURVEYING, INC.**  
 # 3 Oak Grove Drive  
 CONWAY AR 72032  
 Mobile 468-0771  
 Survey@conwaysurvey.net

Extend 3' easement

Entire area will be granted as a utility easement.



For: The Village at Hendrix  
 Date: 01/09/2012  
 Scale: 1" = 30'



Part of Section 1, T-5-N, R-14-W, Faulkner County, Arkansas. Beginning at the SE corner of Lot 104, of The Village at Hendrix, City of Conway, Arkansas, as shown on Plat of Record in Plat Book L, Page 6, Plat Records of Faulkner County, Arkansas; thence South 15 Degrees 12 Minutes 55 Seconds East, a distance of 11.80 feet; thence South 75 Degrees 06 Minutes 36 Seconds West, a distance of 117.94 feet; thence North 71 Degrees 54 Minutes 43 Seconds East, a distance of 19.94 feet; thence North 18 Degrees 05 Minutes 17 Seconds West, a distance of 7.05 feet; thence North 71 Degrees 54 Minutes 43 Seconds East, a distance of 63.88 feet; thence North 74 Degrees 57 Minutes 43 Seconds East, a distance of 34.58 feet to the POINT OF BEGINNING; said described tract containing 0.02 Acres, more or less.



817 N Creek Dr  
Conway, AR 72032  
Fax: 501 336 8372

January 19, 2012

City of Conway  
1201 Oak St  
Conway, AR 72032

RE: The Village at Hendrix – Request for Partial Street and Alley Right of Way Closing

To Whom It May Concern:

The above referenced request has been reviewed and Centerpoint Energy has no issues or complaints to closing a portion of the Right-of-Way on Ellis Avenue and a portion of the alley connecting Sanders St and Lot 105.

Thank You,

A handwritten signature in black ink that reads "Dennis Fisher".

Dennis Fisher

CC: Lawrence Finn  
The Village at Hendrix



# Conway Corporation

*Operators of the City-owned Electric, Electronic & Water Systems*

January 26, 2012

Lawrence Finn  
The Village at Hendrix, LLC  
1600 Washington Ave,  
Conway, AR 72032

Re: Request for partial Street and Alley Right-of-Way closing.

Dear Lawrence:

Conway Corporation has no objections to the Partial Street and Alley Right-of-Way closing as long as the easements are extended across the areas that are being closed. All of our utilities will be in the easements if they are extended.

If you have questions, please let me know.

Yours truly,

CONWAY CORPORATION

Leslie Guffey  
Engineering & Planning



**Lynda Palmer**  
AT&T Arkansas  
Mgr.-OSP Plng. & Engrg. Design  
Right-of-Way  
Joint Use of Poles

1111 West Capitol, Rm 941  
Little Rock, AR 72201  
(501) 373.5255 Phone  
(501) 373.0229 Fax  
lynda.palmer@att.com

January 16, 2012

The Village at Hendrix, LLC  
Attn: Lawrence Finn  
1600 Washington Avenue  
Conway, AR 72032

RE: Partial street and alley closing

Dear Mr. Finn:

AT&T has no objection to the proposed closing of a portion of the right-of-way of Ellis Avenue and a portion of the alley connecting Sanders Street and Lot 105 in the Village at Hendrix development. Our engineer informs me that our conduit and cables are in a joint trench with the power company, and that this closing will in no way propose a conflict with our facilities.

Questions about these facilities can be directed to David Cain, Conway AT&T engineer, at 501-373-8171. Administrative questions should be directed to me.

Sincerely,

A handwritten signature in black ink that reads "Lynda Palmer".

CC: David Cain



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

**AN ORDINANCE AMENDING ORDINANCE O-06-134-A, TRADITIONAL NEIGHBORHOOD DEVELOPMENT OVERLAY ORDINANCE (TND); AND FOR OTHER PURPOSES:**

**WHEREAS**, The City of Conway would like to amend the Traditional Neighborhood Development Overlay Ordinance to allow Cluster Cottage Development, and;

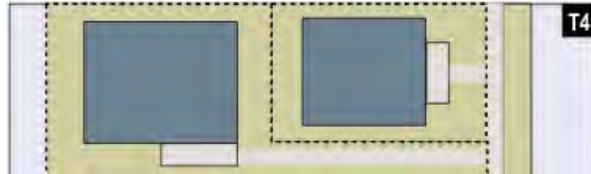
**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONWAY, ARKANSAS THAT:**

**SECTION 1.** That Table 4. Building Scale Plans shall be amended with the correction and addition of the below text:

- The graphic for Building Disposition - Secondary Frontage shall be amended from 6 ft. to 4 ft.
- Table 4B. Private Frontages. text shall be added; "i. Flag Lot - permitted"
- Table 4B. Lot Occupation. a. Lot Width - 18 ft.min.\*\*; \*\* shall be referenced at the bottom of the table to read, "\*\*\*See Table 5 Private Frontages."
- Another footnote shall be added to the bottom of Table 4; "\*Setback may be reduced to 2 ft. where an alley is provided."

**SECTION 2.** Table 5. Private Frontages, be amended to include the below frontage type:

**i. Flag Lot:** a frontage wherein one building is located to the rear of another which fronts directly on a thoroughfare, providing for pedestrian access and/or utility connections. A flag lot may be located behind one layer of lots fronting a thoroughfare. The principal frontage of a flag lot is assigned as the rear lot line of the lot between the flag and the thoroughfare. All lot coverage and setback requirements remain.



**SECTION 3.** That Table 10. TND Overlay Summary shall be amended with the correction and addition of the below text:

**I. Private Frontages (see Table 7 5)**

	T1 Natural Zone	T2 Rural Zone	T3 Suburban Zone	T4 General Urban Zone	T5 Urban Center Zone	T6 Urban Core Zone
Flag Lot	N/A	N/A	prohibited	permitted	prohibited	prohibited

**SECTION 4.** That any ordinance which conflicts with this ordinance is hereby repealed to the extent of the conflict.

**SECTION 5.** 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 27<sup>th</sup> day of March, 2012.

**Approved:**

**Attest:**

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

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



CITY OF CONWAY  
Planning and Development

1201 Oak Street  
Conway, AR 72032

T 501.450.6105  
F 501.450.6144

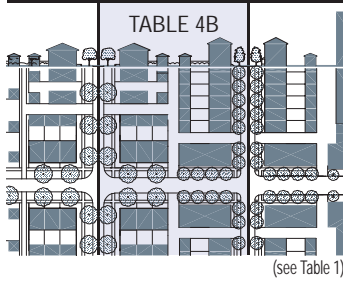
[www.conwayplanning.org](http://www.conwayplanning.org)

## MARCH 2012 PLANNING COMMISSION REPORT ADDENDUM

### Traditional Neighborhood Development Ordinance Amendment

At the time of writing, the report did not include the complete TND Ordinance amendment request. The request has now been finalized and amended pages from the TND Ordinance are enclosed along with an amending ordinance. This ordinance is basically a minor change that will allow clusters of cottage homes to be developed in place of town homes. It also corrects several typo errors.

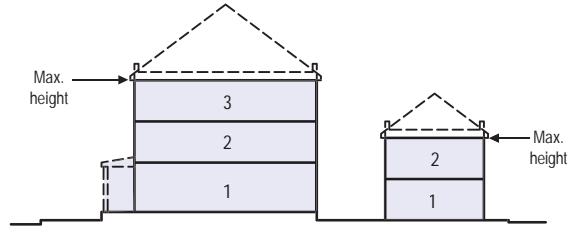
T4



RESIDENTIAL DENSITY	
12 units per acre	
BUILDING HEIGHT (see Table 10)	
a. Principal Building	3 stories max.
b. Outbuilding	2 stories max.
LOT OCCUPATION	
a. Lot Width	18 ft. min.
b. Lot Coverage	70% max.
PRINCIPAL BUILDING SETBACK	
a. Front Setback	6 ft. min. 20 ft. max.
b. Side Street Setback	4 ft. min.
c. Side Setback	0 ft. min.
d. Rear Setback	3 ft. min.*
OUTBUILDING SETBACK	
a. Front Setback	20 ft. min. + bldg. setback
b. Side Street Setback	3 ft. min.
c. Side Setback	0 ft. min.
d. Rear Setback	2 ft. min.
PRIVATE FRONTAGES (see Table 5)	
a. Common Lawn	prohibited
b. Porch & Yard	permitted
c. Terrace or L.C.	permitted
d. Forecourt	permitted
e. Stoop	permitted
f. Shopfront & Awning	permitted
g. Gallery	permitted
h. Arcade	prohibited
i. Flag Lot	permitted
BUILDING TYPE (see Table 6)	
a. Edgeyard	permitted
b. Sideyard	permitted
c. Rearyard	permitted
d. Courtyard	permitted
*Setback may be reduced to 2 ft. where an alley is provided. **See Table 5 Private Frontages. Refer to Summary Table 10	
PARKING PROVISIONS	
See Table 8	

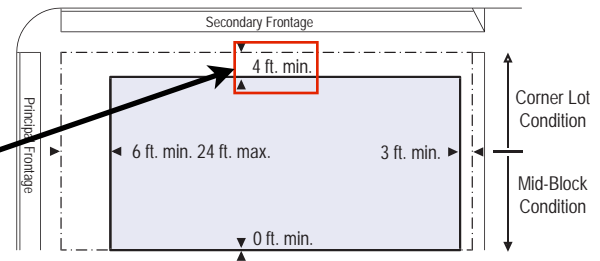
**BUILDING HEIGHT**

1. Building height shall be measured in number of stories, excluding a raised basement, or inhabited attic.
2. Each story shall not exceed 14 ft. clear, floor to ceiling.
3. Maximum height shall be measured to the eave or roof deck.



**BUILDING DISPOSITION**

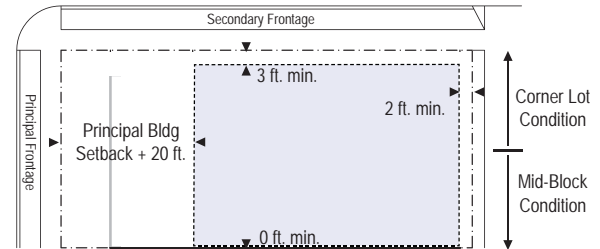
1. The facades and elevations of principal buildings shall be distanced from the lot lines as shown.
2. Buildings shall have facades along principal frontage lines and elevations along lot lines. (see Table 11E).



**Typo in graphic Corrected to 4'**

**OUTBUILDING PLACEMENT**

1. The Outbuilding Setbacks shall be distanced from the lot lines as shown.
2. The Outbuilding Front Setback shall be the sum of the distance between the Principal Building and the lot line plus an additional 20 feet.



**Additional Frontage Type & Supporting Language**

**PARKING PROVISIONS**

1. Uncovered parking spaces may be provided within the 3rd Layer as shown in the diagram (see Table 11D).
2. Covered parking shall be provided within the 3rd Layer as shown in the diagram (see Table 11D).
3. Trash containers shall be stored within the 3rd Layer.

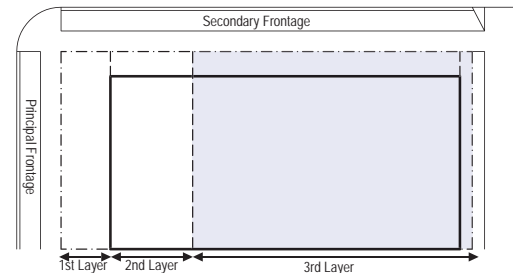


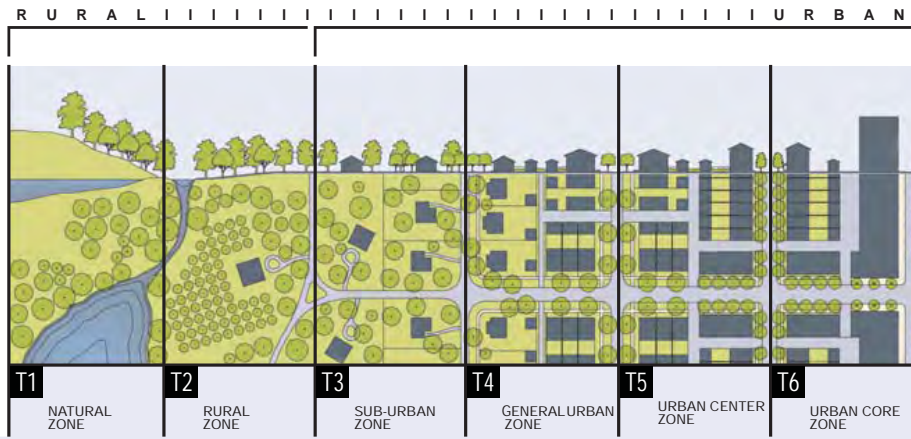


TABLE 5: Private Frontages. The Private Frontage is the area between the building and the lot lines.

	SECTION	PLAN
	LOT PRIVATE FRONTAGE   R.O.W. PUBLIC FRONTAGE	LOT PRIVATE FRONTAGE   R.O.W. PUBLIC FRONTAGE
a. Common Yard: a frontage wherein the facade is set back substantially from the frontage line. The front yard created remains unfenced and is visually continuous with adjacent yards, supporting a common landscape. The deep setback may provide a buffer from the higher speed thoroughfares.		
b. Porch & Yard: a frontage wherein the facade is set back from the frontage line. An attached porch may encroach upon the setback. A fence should be constructed between the sides of adjacent buildings. The porches should be no less than 8 feet deep.		
c. Terrace or Light Court: a frontage wherein the facade is set back from the frontage line by an elevated terrace or a sunken light court. This type buffers residential use from urban sidewalks and removes the private yard from public access. The terrace is suitable for conversion to outdoor cafes.		
d. Forecourt: a frontage wherein a portion of the facade is close to the frontage line and the central portion is set back. The forecourt created can be suitable for vehicular drop-offs. This type should be allocated in conjunction with other frontage types. Large trees within the forecourts may overhang the sidewalks.		
e. Stoop: a frontage wherein the facade is aligned close to the frontage line with the first story elevated from the sidewalk sufficiently to secure privacy for the windows. The entrance is usually an exterior stair and landing. This type is recommended for ground-floor residential use.		
f. Shopfront and Awning: a frontage wherein the facade is aligned close to the frontage line with the building entrance at sidewalk grade. This type is conventional for retail use. It includes shopfront windows at the sidewalk level and awnings that may overhang the sidewalk area.		
g. Gallery: a frontage wherein the facade is aligned close to the frontage line with an attached cantilevered shed or a lightweight colonnade overhanging the sidewalk. This type is conventional for retail use. The gallery should be no less than 10 feet wide and may overlap the whole width of the sidewalk to within 2 feet of the curb.		
h. Arcade: a frontage wherein the facade is a colonnade that overlaps the sidewalk, while the facade at sidewalk level remains at the frontage line. This type is conventional for retail use. The arcade should be no less than 12 feet wide and may overlap the whole width of the sidewalk to within 2 feet of the curb.		
i. <b>Flag Lot:</b> a frontage wherein one building is located to the rear of another which fronts directly on a thoroughfare. The lot is shaped like a flag, where a portion of the lot, between 3 and 15 ft. wide, fronts onto a thoroughfare, providing for pedestrian access and/or utility connections. A flag lot may be located behind one layer of lots fronting a thoroughfare. The Principal Frontage of a flag lot is assigned as the rear lot line of the lot between the flag and the thoroughfare. All lot coverage and setback requirements remain.		

Additional Frontage Type & Supporting Graphic





	T1	T2	T3	T4	T5	T6
<b>A. BASE RESIDENTIAL DENSITY</b> (see Section 3.4)						
By Right	N/A	N/A	6 units / acre	12 units / acre	24 units / acre	60 units / acre
Other Functions	N/A	N/A	80 - 100% min	60 - 80% min	40 - 60% min	less than 40%
<b>B. BLOCK SIZE</b>						
Block Perimeter	N/A	N/A	2400 ft. max	2000 ft. max	1800 ft. max	2000 ft. max*
<b>C. THOROUGHFARE/PUBLIC FRONTAGES</b> (see Tables 2 and 3)						
RD	N/A	N/A	permitted	permitted	prohibited	prohibited
ST	N/A	N/A	permitted	permitted	permitted	prohibited
US	N/A	N/A	prohibited	permitted	permitted	permitted
AV	N/A	N/A	permitted	permitted	permitted	permitted
BV	N/A	N/A	prohibited	prohibited	permitted	permitted
Lane	N/A	N/A	permitted	permitted	prohibited	prohibited
Alley	N/A	N/A	permitted	permitted	permitted	permitted
Path	N/A	N/A	permitted	permitted	permitted	permitted
Passage	N/A	N/A	permitted	permitted	permitted	permitted
Bicycle Trail	N/A	N/A	prohibited	prohibited	permitted	permitted
Bicycle Lane	N/A	N/A	prohibited	permitted	permitted	permitted
Bicycle Route	N/A	N/A	permitted	permitted	permitted	permitted
<b>D. CIVIC SPACES</b> (see Table 9)						
Park	N/A	N/A	permitted	prohibited	prohibited	prohibited
Green	N/A	N/A	permitted	permitted	prohibited	prohibited
Square	N/A	N/A	prohibited	permitted	permitted	permitted
Plaza	N/A	N/A	prohibited	prohibited	permitted	permitted
Playground	N/A	N/A	permitted	permitted	permitted	permitted
<b>E. BUILDING HEIGHT</b> (see Table 4)						
Principal Building	N/A	N/A	25 ft. to eave	3 stories max.	4 stories max, 2 min	6 stories max, 2 min
Outbuilding	N/A	N/A	2 stories max.	2 stories max	2 stories max	N/A
<b>F. LOT OCCUPATION</b>						
Lot Width	N/A	N/A	50 ft. min 120 ft. max	18 ft. min 96 ft. max	18 ft. min 180 ft. max	18 ft. min
Lot Coverage	N/A	N/A	60% max	70% max	80% max	90% max
<b>G. BUILDING SETBACK</b>						
Front Setback	N/A	N/A	20 ft. min	6 ft. min 20 ft. max	0 ft. min 12 ft. max	0 ft. min 12 ft. max
Secondary Front	N/A	N/A	8 ft. min.	4 ft. min.	3 ft. min 18 ft. max	0 ft. min 18 ft. max
Side Setback	N/A	N/A	6 ft. min	0 ft. min	0 ft. min 24 ft. max	0 ft. min 24 ft. max
Rear Setback	N/A	N/A	12 ft. min	3 ft. min.	3 ft. min.	0 ft. min.
<b>H. OUTBUILDING SETBACK</b>						
Front Setback	N/A	N/A	Prin. bldg + 20 ft. min.	20 ft. min + bldg setback	Prin. bldg + 20 ft. min.	by Minor Exception
Secondary Front	N/A	N/A	8 ft. min.	3 ft. min.	3 ft. min.	by Minor Exception
Side Setback	N/A	N/A	3 ft. min	0 ft. min	0 ft. min	by Minor Exception
Rear Setback	N/A	N/A	2 ft. min	2 ft. min.	2 ft. min.	by Minor Exception
<b>I. PRIVATE FRONTAGES</b> (see Table 5)						
Common Yard	N/A	N/A	permitted	prohibited	prohibited	prohibited
Porch & Fence	N/A	N/A	permitted	permitted	prohibited	prohibited
Terrance or L.C.	N/A	N/A	prohibited	permitted	permitted	prohibited
Forecourt	N/A	N/A	prohibited	permitted	permitted	permitted
Stoop	N/A	N/A	prohibited	permitted	permitted	permitted
Shopfront & Awning	N/A	N/A	prohibited	permitted	permitted	permitted
Gallery	N/A	N/A	prohibited	prohibited	permitted	permitted
Arcade	N/A	N/A	prohibited	prohibited	permitted	permitted
Flag Lot	N/A	N/A	prohibited	permitted	prohibited	prohibited
<b>J. BUILDING TYPE</b> (see Table 9)						
Edgeyard	N/A	N/A	permitted	permitted	prohibited	prohibited
Sideyard	N/A	N/A	prohibited	permitted	permitted	prohibited
Rearyard	N/A	N/A	prohibited	permitted	permitted	permitted
Courtyard	N/A	N/A	prohibited	permitted	permitted	permitted

Correction

Additional Frontage Type

\*3000 with interior parking deck



## CONWAY PLANNING COMMISSION

1201 OAK STREET CONWAY, AR 72032 (501) 450-6105

March 20, 2012

Council Members  
Conway, AR 72032

Dear Council Members:

Jeri Butler request for a conditional use permit to allow a food establishment in I-3 for property located at 800 Exchange Avenue, Suite 103, Industrial Park, Preferred Plaza 1, with the legal description

A part of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 17, and a part of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 18, all in Township 5 North, Range 13 West, Faulkner County, Arkansas; more particularly described as beginning at a  $\frac{1}{2}$  inch rebar for the Northeast corner of said Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 18; Thence South a distance of 86.70 feet; Thence West a distance of 415.70 feet to a found  $\frac{1}{2}$  inch rebar on the East right of way of Exchange Avenue; thence S-02-03-00-W along said east right of way a distance of 353.57 feet to a found PK nail for the point of beginning. Thence leaving said right of way S-89-23-57-E a distance of 69.72 feet; thence S-89-34-24-E 118.45 feet; Thence N-68-43-54-E a distance of 203.49 feet to a set  $\frac{1}{2}$  inch rebar; thence S-20-35-35-E a distance of 343.53 feet to a set  $\frac{1}{2}$  inch rebar on the Northerly right of way of Interstate 40; thence along said right of way the following courses; S-68-28-44-W a distance of 276.09 feet; Thence S-31-21-26-W a distance of 25.96 feet; Thence N-87-59-36-W a distance of 236.76 feet to a found angle iron on the east right of way of Exchange Avenue; Thence along said East right of way N-01-15-00-E a distance of 336.63 feet to a found  $\frac{1}{2}$  inch rebar. Thence N-02-03-00-E a distance of 28.01 feet to the point of beginning. Containing 3.57 acres more or less in the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 18 and 0.18 acres more or less in the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 17 and containing in the aggregate 3.75 acres more or less.

The subject property is located on flood map # 05045C0283H, Dated December 19, 2006 and the plat and map show that the property is not located within the 100-year flood zone.

was reviewed by the Planning Commission at its regular meeting on March 12, 2012. The Planning Commission voted 7 – 0 that the request be sent to the City Council with a recommendation for approval with the following conditions attached.

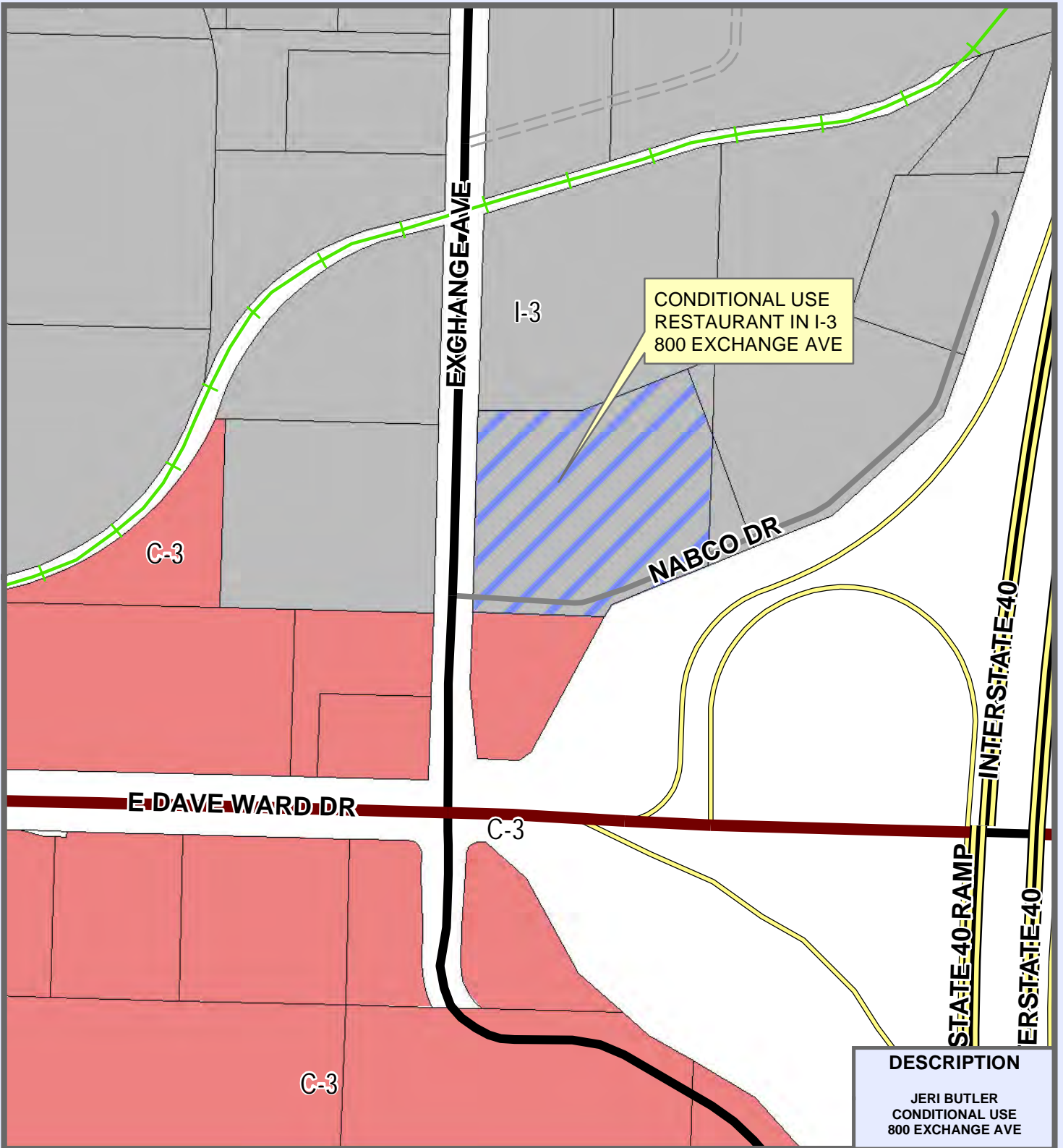
1. Restaurant is limited to sit down only at this location.
2. No drive-through allowed.

Submitted by,

Chris Steplock, Vice Chairman  
Planning Commission

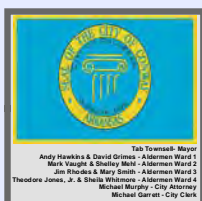
# CITY OF CONWAY

## JERI BUTLER CONDITIONAL USE

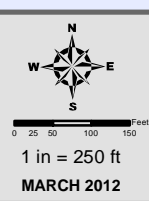


**DESCRIPTION**

**JERI BUTLER  
CONDITIONAL USE  
800 EXCHANGE AVE**



INTERSTATE	LOT LINE	<b>Residential</b>	<b>Industrial</b>
MAJOR ARTERIAL	STREAMS	R-1	I-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	RU-1
COLLECTOR	CITY LIMITS	R-2	I-3
RESIDENTIAL		HR	RMH
PRIVATE ROAD		SR	
INTERSTATE RAMP		<b>Commercial</b>	<b>Special</b>
RAILROADS		C-1	SP
		C-2	S-1
		C-3	A-1
		C-4	PUD
			TJ



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**  
LANDMARKS WEBSITE  
gis.cityofconway.org (UNDER DEVELOPMENT)  
E-MAIL: Jason.Lyon@CityofConway.org



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

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

March 23, 2012

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

Re: Prince Street Improvements - Western Ave. to Shady Lane  
Parcel 9 (Trinity), Parcel 10 (Watts), Parcel 18 (Regions Bank) & Parcel 19 (Bank of Ozarks)

Dear Mayor Townsell;

The appraisals for the above referenced parcels at the intersection of Prince Street and Salem Road have been completed and O.R. Colan is requesting approval to send an offer letter to these property owners.

The appraised value is as follows:

1. Parcel 9 – Trinity Development - \$179,000
  - a. \$150,120 for 0.28 acres of land & improvements
  - b. \$28,880 for Parking Lot Restriping & 4-Signs
2. Parcel 10 – Mary Watts - \$38,760 for 0.072 acre of land
3. Parcel 18 - Regions Bank - \$194,850
  - a. \$34,850 for 0.07 Acres of Land and improvements
  - b. \$160,000 for modifications to drives, parking lot and signs
4. Parcel 19 – Bank of the Ozarks - \$35,423
  - a. \$28,913 for 0.059 Acres of land and improvements
  - b. \$6,510 for landscaping, sprinkler system & sign.

I am requesting approval of the above amounts to offer these property owners.

Please advise if you have questions or need additional information.

Sincerely,

Ronnie Hall, P.E.



1315 North Street  
Suite 100  
Conway, AR 72034

501.450.9633  
info@sowellarchitects.com

## PROPOSAL FOR ARCHITECTURAL SERVICES

**PROJECT:** Concessions and Toilet Building for  
Conway Station Park

**OWNER:** City of Conway  
Parks and Recreation Department  
10 Lower Ridge Road  
Conway, AR 72032

**ARCHITECT:** Sowell Architects, Inc.  
1315 North Street, Suite 100  
Conway, AR 72034

### PROJECT:

The project consists of a supplemental concessions and toilet facility to be constructed adjacent to the maintenance building at the Conway Station Park in Conway Arkansas. The building design will be compatible with the maintenance building and will contain men's and women's restrooms (with two stalls in each) as well as a limited-scope concessions room with no commercial cooking equipment.

### SCOPE OF SERVICES:

We propose to provide full architectural services as briefly described here:

- Programming – The programming phase consists of the gathering of information necessary to produce a design. This information is gathered through meetings between the owner and the architect.
- Schematic Design – The schematic design phase translates the programming information into a preliminary design. The phase concludes with an approved design and cost estimate. Presentation drawings including a site plan, floor plan and views of the building are provided. Three-dimensional computer modeling is also included in electronic and print format for the owner's use.
- Construction Documents – The architect produces the technical drawings and specifications that are required to obtain bids and construct the project. Architectural, structural, plumbing, heating/cooling and electrical plans are included.
- Bidding – The architect provides assistance in the selection of qualified contractors to bid on the project or, if preferred, a contracting firm with which to negotiate a contract. The architect distributes plans, answers questions, manages the bidding process and receives, opens and analyzes the bids. This phase concludes with the execution of a construction contract.
- Construction – The architect serves as the client's representative during construction. This includes periodic job site inspections to ensure the construction adheres to the plans and specifications,

review and approval of contractor pay requests, assistance in the selection of colors, meetings with the contractor and client as required and management of changes to the work. A final inspection is provided prior to occupancy.

**FEE:**

Compensation for full services as described above shall be based on a fixed fee of seven thousand five hundred dollars (\$7,500).

**REIMBURSABLE EXPENSES:**

Reasonable and ordinary expenses associated with the project such as long distance phone calls, postage and automobile mileage are included in the fee and are not considered reimbursable expenses. All other expenses, including presentation costs, document printing, fees paid to governing authorities and document shipping will be considered reimbursable.

**FEE PAYMENT SCHEDULE:**

The fee will be invoiced as follows:

- Twenty five percent (25%) upon completion of the Schematic Design Phase.
- Fifty percent (50%) upon completion of the Construction Document Phase.
- Twenty five percent (25%) during construction.

If the project is terminated at any time prior to completion, payment shall be made for all services rendered up to the point of termination but there is no obligation to pay for services beyond that point that have not yet been rendered

**DRAWING AND MEDIA FORMAT:**

The drawings and specifications will be electronically produced and kept on file in the office of the architect. Printed sets of documents will be provided to the owner as well as electronic files if desired.

**OWNER RESPONSIBILITIES:**

The owner shall render decisions in a timely manner, provide full information regarding the requirements of the project including a program which sets forth the owner's objectives, participate in the orderly and sequential progress of the architect's services, provide prompt notification to the architect if project is put on hold or terminated and pay for services up to that point.

ACCEPTANCE OF THIS PROPOSAL:

The above stated scope of work, fee, terms and conditions are satisfactory and hereby accepted.

---

Representative  
City of Conway Parks and Recreation

---

Date



March 14, 2012

---

Rik Sowell, President  
Sowell Architects, Inc.

---

Date





**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*

February 2, 2012

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

Re: 2012 Landfill Dozer

Dear Mayor Townsell,

Bids were submitted at 10.00 am, Thursday February 2, 2012 at Conway City Hall for 2012 Landfill Dozer. Two bids were submitted:

Warrior of Arkansas	\$394,344.00
Riggs CAT	\$559,200.00

I recommend accepting the bid from Warrior of Arkansas for \$394,344.00 after trade. Prices include tax and delivery costs.

Please advise if you have questions or need additional information.

Sincerely,

Cheryl Harrington  
Sanitation Director



**BID SUMMARY**  
**2012 Landfill Dozer**

Bid #1 submitted by Warrior of Arkansas, Inc.  
2012 Landfill Dozer  
\$394,344.00 after trade  
Delivery time 90 Days

Bid #2 submitted by Riggs CAT  
2012 Landfill Dozer  
\$559,200.00 after trade  
No Delivery time

I recommend accepting the bid from Warrior of Arkansas with a bid of \$394,344.00 after trade. This Dozer meets all specifications. Prices include tax and delivery costs.



City of Conway Sanitation Department  
Bidder Submittal Form  
2012-10 – 2012 Landfill Dozer  
Bid Opening Date: Thursday, January 26, 2012  
City Hall - Downstairs Conference Room @ 10:00am

BIDDER SUBMITTAL FORM

Bid Amount – 2012 Landfill Dozer: \$ ~~424,344.00~~

\*\*NOTE: Bid price does NOT include Sales Tax in bid amount.

Trade Allowance  
Komatsu Landfill Dozer  
Serial # 11229  
Model # D85EX

\$ \*30,000.00

Total Bid Amount:

\$ 394,344.00

Estimated Delivery Date:

90 Days

\*\*\*\*\*

*Unsigned bids will not be considered*

Authorized Agent Bidding on this project:

Warrior of Arkansas, Inc.  
Company Name

Andy Alpe  
Company Representative Name

*Andy Alpe*  
Representative's Signature

P. O. Box 790 Mabelvale, AR 72103  
Address City, State, Zip Code

sales11@warriorark.com  
Email address

(501) 455-2540 (501) 455-2466  
Telephone Number Fax Number

01/25/2012  
Date





City of Conway Sanitation Department  
Bidder Submittal Form  
2012-10 – 2012 Landfill Dozer  
Bid Opening Date: Thursday, January 26, 2012  
City Hall - Downstairs Conference Room @ 10:00am

BIDDER SUBMITTAL FORM

Bid Amount – 2012 Landfill Dozer: \$ 590,700

Trade Allowance  
Komatsu Landfill Dozer  
Serial # 11229  
Model # D85EX

\$ - 31,500

Total Bid Amount:

\$ 559,200

Estimated Delivery Date:

5-15-2012

\*\*\*\*\*

*Unsigned bids will not be considered*

Authorized Agent Bidding on this project:

RIGGS CAT

Company Name

JON BRYANT

Company Representative Name

[Handwritten Signature]

Representative's Signature

9125 I-30

Address

Little Rock, AR 72209

City, State, Zip Code

bryantj@jariggs.com

Email address

501 570 3409

Telephone Number

501 570 3138

Fax Number

1-24-2012

Date



**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*

March 16, 2012

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

Re: Two (2)-2012 Automated Side Loading Refuse Truck

Dear Mayor Townsell,

Bids were submitted at 10.00 am, Thursday March 15, 2012 at Conway City Hall for two (2)-2012 Automated Side Loading Refuse Truck. Four bids were submitted:

River City Hydraulics, Inc.	\$449,504.00
River City Hydraulics, Inc.	\$461,130.00
River City Hydraulics, Inc.	\$463,864.00
River City Hydraulics, Inc.	\$451,204.00

I recommend accepting the bid from River City Hydraulics, Inc. for \$449,504.00 after trade. This truck meets all specifications. Prices include tax and delivery costs.

Please advise if you have questions or need additional information.

Sincerely,

Cheryl Harrington  
 Sanitation Director



**BID SUMMARY**  
**2012 Automated Side Loading Refuse Truck**  
**Bid #2012-20**

Bid #1 submitted by River City Hydraulics, Inc.  
2-2013 LEU 613 Mack Heil CP Python  
Automated Side Loading Refuse Truck  
\$449,504.00 after trade  
Delivery time 45 to 60 Days

Bid #2 submitted by River City Hydraulics, Inc.  
2-2013 Auto Car Model ACX 64 Heil CP Python  
Automated Side Loading Refuse Truck  
\$461,130.00 after trade  
Delivery time 130 to 150 Days

Bid #3 submitted by River City Hydraulics, Inc.  
2-2013 Crane Carrier Heil CP Python  
Automated Side Loading Refuse Truck  
\$463,864.00 after trade  
Delivery time 160 to 180 Days

Bid #4 submitted by River City Hydraulics, Inc.  
2-2013 Mack LEU 613 Heil CP Python  
Automated Side Loading Refuse Truck  
\$451,204.00  
Delivery time 165 to 180 Days

I recommend accepting the bid from River City Hydraulics, Inc. with a bid of \$449,504.00 after trade. This truck meets all specifications. Prices include tax and delivery costs.

**City of Conway – Mayor's Office**  
**2012-20 – (2) 2012 Automated Side Loading Refuse Truck**  
**Bid Opening Date: Thursday, March 15<sup>th</sup>, 2012**  
**City Hall - Downstairs Conference Room @ 10:00am**

Net Bid Amount: (2) 2012 Automated Side Loading Refuse Truck

\$ 239,752.00 <sup>#</sup> 479,504.00 <sub>x2</sub>

Bid Amount 2005 Freightliner  
VIN49HH89CY45RV33479

\$ <15000>

Bid Amount ~~2006~~ 2007 Freightliner  
VIN1EVHCFCY66RW10296

\$ <15000>

Delivery  
45 to 60  
DAYS ARE

Total Bid Amount:

\$ 449,504.00

Description of Tuck

2013 LEU613 MACK  
HEIL CP PYTHON

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

RIVER City Hydraulics Inc  
Company Name

Roger Williams  
Company Representative Name

Roger Williams  
Representative's Signature

122 Magnet Drive  
Address

rchrger@stglobal.net  
Email Address

Sherwood  
City

AR  
State

72120  
Zip

501.835.5230  
Telephone Number

501.834-1233  
Fax Number

3-14-12  
Date

Please feel free to submit additional information on this bid on a separate piece of paper; however this sheet should be included & signed with any bid submitted.



**City of Conway – Mayor's Office**  
**2012-20 – (2) 2012 Automated Side Loading Refuse Truck**  
**Bid Opening Date: Thursday, March 15<sup>th</sup>, 2012**  
**City Hall - Downstairs Conference Room @ 10:00am**

Net Bid Amount: (2) 2012 Automated Side Loading Refuse Truck

\$ 245,565.<sup>00</sup> X 2 = 491,130.<sup>00</sup>

Bid Amount 2005 Freightliner  
VIN49HH89CY45RV33479

\$ (15000.<sup>00</sup>)

Bid Amount 2006 Freightliner  
VIN1FVHCFCY66RW10296

\$ (15000.<sup>00</sup>)

Delivery  
150  
130-DAYS APO

Total Bid Amount:

\$ 461,130.<sup>00</sup>

Description of Truck

2013- Auto CAR model ACX64  
HEIL CP PYTHON

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

River City Hydraulics Inc  
Company Name

Roger Williams  
Company Representative Name

Roger Williams  
Representative's Signature

122 Magnet Drive      rchrager@sbcglobal.net  
Address      Email Address

Sherwood      AR      72120  
City      State      Zip

501-835-5230      501-834-1233  
Telephone Number      Fax Number

3-14-12  
Date

Please feel free to submit additional information on this bid on a separate piece of paper; however this sheet should be included & signed with any bid submitted.

City of Conway – Mayor's Office  
2012-20 – (2) 2012 Automated Side Loading Refuse Truck  
Bid Opening Date: Thursday, March 15<sup>th</sup>, 2012  
City Hall - Downstairs Conference Room @ 10:00am

Net Bid Amount: (2) 2012 Automated Side Loading Refuse Truck

\$ 246,932.00 x 2 = 493,864.00

Bid Amount 2005 Freightliner  
VIN49HH89CY45RV33479

\$ 15,000.00

Delivery

Bid Amount ~~2005~~ <sup>2007</sup> Freightliner  
VIN1EVHCECY66RW10296

\$ 15,000.00

160 to 180

Total Bid Amount:

\$ 463,864.00

DAYS ARO

Description of Tuck

CRANE CARRIER  
HEIL CP PYTHON

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

River City Hydraulics, Inc

Company Name

Roger Williams

Company Representative Name

Roger Williams

Representative's Signature

122 Magnet Drive

Address

rchrager@sbcglobal.net

Email Address

Sherwood

City

AR

State

72120

Zip

501-835-5230

Telephone Number

501-834-1233

Fax Number

3-14-12

Date

Please feel free to submit additional information on this bid on a separate piece of paper; however this sheet should be included & signed with any bid submitted.



City of Conway – Mayor's Office  
2012-20 – (2) 2012 Automated Side Loading Refuse Truck  
Bid Opening Date: Thursday, March 15<sup>th</sup>, 2012  
City Hall - Downstairs Conference Room @ 10:00am

Net Bid Amount: (2) 2012 Automated Side Loading Refuse Truck

\$ 240,602.00 x 2 Delivery #481,204.00

Bid Amount 2005 Freightliner  
VIN49HH89CY45RV33479

\$ <15000>

165 to 180  
DAYS ARO

Bid Amount 2007  
2006 Freightliner  
VIN1FVHGFCY66RW10296

\$ <15000>

Total Bid Amount:

\$ 451,204.00  
2013 MACK LEU 613  
HEIL CP PYTHON

Description of Tuck

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

River City Hydraulics Inc  
Company Name

Roger Williams  
Company Representative Name

Roger Williams  
Representative's Signature

122 Magnet Drive  
Address

rchrger@sbcglobal.net  
Email Address

SHERWOOD  
City

AR  
State

72020  
Zip

501.835.5230  
Telephone Number

501.834-1233  
Fax Number

3-14-12  
Date

Please feel free to submit additional information on this bid on a separate piece of paper; however this sheet should be included & signed with any bid submitted.



**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*

March 16, 2012

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

Re: 2, 3, 6, 8 yards Front & Rear Containers

Dear Mayor Townsell,

Bids were submitted at 10.00 am, Thursday March 15, 2012 at Conway City Hall for 2, 3, 6 & 8 yard Front & Rear Containers. Three bids were submitted:

N.E.O. Fab	2 yd Rear \$448.00 ea
	3 yd Rear \$657.00 ea
	6 yd Rear \$904.00 ea
	3 yd Front \$467.00 ea
	6 yd Front \$715.00 ea
	8 yd Front \$843.00 ea
United Procurement	2 yd Rear \$610.00 ea
	3 yd Rear \$650.00 ea
	6 yd Rear \$1255.00 ea
	3 yd Front \$830.00 ea
	6 yd Front \$1235.00 ea
	8 yd Front \$1470.00 ea
Wastequip	2 yd Rear \$587.00 ea
	3 yd Rear \$735.00 ea
	6 yd Rear \$951.00 ea
	3 yd Front \$522.00 ea
	6 yd Front \$751.00 ea
	8 yd Front \$917.00 ea

I recommend accepting the bid from N.E.O. Fab. The Container suggested is the most reasonably priced. Prices include tax and delivery costs.

Please advise if you have questions or need additional information.

Sincerely,

*Cheryl Harrington*

Cheryl Harrington  
Sanitation Director



# Conway Sanitation

## Bid # 2012-14 thru 19 Summaries

### Dumpsters

#### Bid #1

Submitted by NEO Fab – Miami, OK

2 Yard Rear Load \$448.00 each

3 Yard Rear Load \$657.00 each

6 Yard Rear Load \$904.00 each

3 Yard Front Load \$467.00 each

6 Yard Front Load \$715.00 each

8 Yard Front Load \$843.00 each

Delivery in 2 weeks after receipt of order / Prices held until Sept. 30, 2012

#### Bid #2

Submitted by United Procurement – Miami, OK

2 Yard Rear Load \$610.00 each

3 Yard Rear Load \$650.00 each

6 Yard Rear Load \$1255.00 each

3 Yard Front Load \$830.00 each

6 Yard Front Load \$1235.00 each

8 Yard Front Load \$1470.00 each

Delivery in 6 weeks after receipt of order / Prices held until Oct. 15, 2012

Bid #3

Submitted by Wastequip – Statesville, NC

2 Yard Rear Load \$587.00 each

3 Yard Rear Load \$735.00 each

6 Yard Rear Load \$951.00 each

3 Yard Front Load \$522.00 each

6 Yard Front Load \$751.00 each

8 Yard Front Load \$917.00 each

Delivery in 2 – 3 weeks after receipt of order / Price held until July 15, 2012

Recommend accepting the bid(s) from NEO-Fabrication.





City of Conway Sanitation Department  
Bidder Submittal Form  
2012-14 - 2 Yard Rear Containers  
Bid Opening Date: Thursday, March 15<sup>th</sup>, 2012  
City Hall - Downstairs Conference Room @ 10:00am

BIDDER SUBMITTAL FORM

Item	Description	Qty	Unit Price	Total Price
1.	2 Yard Rear Refuse containers per the attached specifications	<u>20</u>	<u>448</u> <del>\$ 467</del>	<u>8,960</u> <del>\$ 9,340</del>
Mfg. /Model bid: <u>N.E.O. FAB-2R</u>				<u>8,960</u> <del>\$ 9,340</del>
			Total Bid	

Indicate earliest delivery date possible: 2 wks ARO

\*\*\*\*\*

*Unsigned bids will not be considered*

Authorized Agent Bidding on this project:

N.E.O. FAB  
Company Name

John Allemann  
Company Representative Name

[Signature]  
Representative's Signature

604 Henley Blvd Miami, OK 74354  
Address City, State, Zip Code

ncofab@sbcglobal.net  
Email address

918 541-9203 918 541-9204  
Telephone Number Fax Number

3/12/2012  
Date



City of Conway Sanitation Department  
 Bidder Submittal Form  
 2012-16 - 3 Yard Rear Load Containers  
 Bid Opening Date: Thursday, March 15<sup>th</sup>, 2012  
 City Hall - Downstairs Conference Room @ 10:00am

BIDDER SUBMITTAL FORM

Item	Description	Qty	Unit Price	Total Price
1.	3 Yard Rear Load containers per the attached specifications	<u>20</u>	<u>\$ 657</u>	<u>\$13,140</u>
Mfg. /Model bid: <u>N.E.O. FAB-3R</u>				
Total Bid				<u>\$13,140</u>

Indicate earliest delivery date possible: 2 weeks ARO

\*\*\*\*\*

*Unsigned bids will not be considered*

Authorized Agent Bidding on this project:

N.E.O. FAB  
 Company Name

John Allemann  
 Company Representative Name

[Signature]  
 Representative's Signature

604 Honley Blvd Miami, OK 74354  
 Address City, State, Zip Code

neofab@sbcglobal.net  
 Email address

918 571-9203 918 571-9204  
 Telephone Number Fax Number

3/12/12  
 Date





City of Conway Sanitation Department  
Bidder Submittal Form  
2012-18 - 6 Yard Rear Load Containers  
Bid Opening Date: Thursday, March 15<sup>th</sup>, 2012  
City Hall - Downstairs Conference Room @ 10:00am

BIDDER SUBMITTAL FORM

Item	Description	Qty	Unit Price	Total Price
1.	6 Yard Rear Load containers per the attached specifications	20	\$ 904	\$ 18,080
	Mfg. /Model bid: N.E.O. FAB-6R			
		Total Bid		\$ 18,080

Indicate earliest delivery date possible: 3 weeks ARO

\*\*\*\*\*

*Unsigned bids will not be considered*

Authorized Agent Bidding on this project:

N.E.O. FAB  
Company Name

John Allemann  
Company Representative Name

*for all*  
Representative's Signature

604 Henley Blvd      Miami, OK 74354  
Address      City, State, Zip Code

neofab@sbcglobal.net  
Email address

918 541-9203      918 541-9204  
Telephone Number      Fax Number

3/12/12  
Date





City of Conway Sanitation Department  
Bidder Submittal Form  
2012-15 - 3 Yard Front Load Containers  
Bid Opening Date: Thursday, March 15<sup>th</sup>, 2012  
City Hall - Downstairs Conference Room @ 10:00am

BIDDER SUBMITTAL FORM

Item	Description	Qty	Unit Price	Total Price
1.	3 Yard Front Load containers per the attached specifications	<u>20</u>	<u>\$ 467</u>	<u>\$ 9,340</u>
	Mfg. /Model bid: <u>N.E.O. FAB-3F</u>			
		Total Bid		<u>\$ 9,340</u>

Indicate earliest delivery date possible: 2 weeks ARO

\*\*\*\*\*

*Unsigned bids will not be considered*

Authorized Agent Bidding on this project:

N.E.O. FAB  
Company Name

John Allemann  
Company Representative Name

[Signature]  
Representative's Signature

604 Henley Blvd      Miami, OK 74354  
Address      City, State, Zip Code

neofab@sbcglobal.net  
Email address

918 541-9203      918 541-9204  
Telephone Number      Fax Number

3/12/12  
Date



City of Conway Sanitation Department  
Bidder Submittal Form  
2012-17 - 6 Yard Front Load Containers  
Bid Opening Date: Thursday, March 15<sup>th</sup>, 2012  
City Hall - Downstairs Conference Room @ 10:00am

BIDDER SUBMITTAL FORM

Item	Description	Qty	Unit Price	Total Price
1.	6 Yard Front Load containers per the attached specifications	<u>20</u>	<u>715</u> \$ <del>715</del>	\$ <u>14,300</u>
	Mfg. /Model bid: <u>N.E.O. FAB-6FSL</u>			
		Total Bid		\$ <u>14,300</u>

Indicate earliest delivery date possible: 2 weeks ARO

\*\*\*\*\*

*Unsigned bids will not be considered*

Authorized Agent Bidding on this project:

N.E.O. FAB  
Company Name

John Allemann  
Company Representative Name

[Signature]  
Representative's Signature

604 Henley Blvd      Miami, OK 74354  
Address      City, State, Zip Code

neofab@sbcglobal.net  
Email address

918 541-9203      918 541-9204  
Telephone Number      Fax Number

3/12/12  
Date





City of Conway Sanitation Department  
Bidder Submittal Form  
2012-19 - 8 Yard Front Load Containers  
Bid Opening Date: Thursday, March 15<sup>th</sup>, 2012  
City Hall - Downstairs Conference Room @ 10:00am

BIDDER SUBMITTAL FORM

Item	Description	Qty	Unit Price	Total Price
1.	8 Yard Front Load containers per the attached specifications	<u>20</u>	<u>\$843</u>	<u>\$16,860</u>
	Mfg. /Model bid: <u>N.E.O. FAB-8FSQ</u>			
		<u>Total Bid</u>		<u>\$16,860</u>

Indicate earliest delivery date possible: 3 weeks ARO

\*\*\*\*\*

*Unsigned bids will not be considered*

Authorized Agent Bidding on this project:

N.E.O. FAB  
Company Name

John Allemann  
Company Representative Name

[Signature]  
Representative's Signature

604 Henley Blvd                      Miami, OK 74354  
Address                                      City, State, Zip Code

neofab@sbcglobal.net  
Email address

918 541-9203                              918 541-9204  
Telephone Number                              Fax Number

3/12/12  
Date



City of Conway Sanitation Department  
Bidder Submittal Form  
2012-14 - 2 Yard Rear Containers  
Bid Opening Date: Thursday, March 15<sup>th</sup>, 2012  
City Hall - Downstairs Conference Room @ 10:00am

BIDDER SUBMITTAL FORM

Item	Description	Qty	Unit Price	Total Price
1.	2 Yard Rear Refuse containers per the attached specifications	<u>20</u>	<u>\$ 610<sup>00</sup> EA</u>	<u>\$ 12,200<sup>00</sup></u>
	Mfg. /Model bid: <u>NEDLAND / # N200PL-C</u>			
		<b>Total Bid</b>		<u>\$ 12,200<sup>00</sup></u>

Indicate earliest delivery date possible: 6 WEEKS ARO

\*\*\*\*\*

*Unsigned bids will not be considered*

Authorized Agent Bidding on this project:

UNITED PROCUREMENT L.P.  
Company Name

DIANA L. LOWRANCE  
Company Representative Name

Diana Lowrance  
Representative's Signature

725 LOCUST DR, OAK LEAF, TX 75154  
Address City, State, Zip Code

dlowrance@UNITEDPROCUREMENT.NET  
Email address

469 218-0110 EX 14 469 218-0116  
Telephone Number Fax Number

03/14/2012  
Date





City of Conway Sanitation Department  
Bidder Submittal Form  
2012-16 - 3 Yard Rear Load Containers  
Bid Opening Date: Thursday, March 15<sup>th</sup>, 2012  
City Hall - Downstairs Conference Room @ 10:00am

BIDDER SUBMITTAL FORM

Item	Description	Qty	Unit Price	Total Price
1.	3 Yard Rear Load containers per the attached specifications	<u>20</u>	<u>\$ 650<sup>00</sup></u>	<u>\$ 13,000<sup>00</sup></u>
	Mfg. / Model bid: <u>NEDLAND / N3CORL-C</u>			
		<b>Total Bid</b>		<u>\$ 13,000<sup>00</sup></u>

Indicate earliest delivery date possible: 6 WEEKS ARO

\*\*\*\*\*

*Unsigned bids will not be considered*

Authorized Agent Bidding on this project:

UNITED PROCUREMENT L.P.  
Company Name

DIANA L. LOWRANCE  
Company Representative Name

Diana Lowrance  
Representative's Signature

925 LOCUST DR. OAK LEAF, TX 75154  
Address City, State, Zip Code

dlowrance@unitedprocurement.net  
Email address

469 218-0110 Telephone Number 469 218-0116 Fax Number

03/14/2012  
Date



City of Conway Sanitation Department  
Bidder Submittal Form  
2012-18 - 6 Yard Rear Load Containers  
Bid Opening Date: Thursday, March 15<sup>th</sup>, 2012  
City Hall - Downstairs Conference Room @ 10:00am

**BIDDER SUBMITTAL FORM**

Item	Description	Qty	Unit Price	Total Price
1.	6 Yard Rear Load containers per the attached specifications	<u>20</u>	<u>\$1,255<sup>00</sup></u>	<u>\$25,100<sup>00</sup></u>
Mfg. /Model bid: <u>NEDLAND, MODEL #N600RL</u>				
			Total Bid	<u>\$25,100<sup>00</sup></u>

Indicate earliest delivery date possible: 4 WEEKS ARO

\*\*\*\*\*

Unsigned bids will not be considered

Authorized Agent Bidding on this project:

UNITED PROCUREMENT L.P.  
Company Name

DIANA L. LOWRANCE  
Company Representative Name

Diana Lowrance  
Representative's Signature

725 LOCUST DR. OAK LEAF, TX 75154  
Address City, State, Zip Code

dlowrance@unitedprocurement.net  
Email address

469 218-0110  
Telephone Number

469 218-0116  
Fax Number

03/14/2012  
Date





City of Conway Sanitation Department  
Bidder Submittal Form  
2012-15 - 3 Yard Front Load Containers  
Bid Opening Date: Thursday, March 15<sup>th</sup>, 2012  
City Hall - Downstairs Conference Room @ 10:00am

BIDDER SUBMITTAL FORM

Item	Description	Qty	Unit Price	Total Price
1.	3 Yard Front Load containers per the attached specifications	<u>20</u>	<u>\$830<sup>00</sup></u>	<u>\$16,600<sup>00</sup></u>
Mfg. /Model bid: <u>NEDLAND, Model #N300FLS</u>				
Total Bid				<u>\$16,600<sup>00</sup></u>

Indicate earliest delivery date possible: 6 WEEKS ARO

\*\*\*\*\*

Unsigned bids will not be considered

Authorized Agent Bidding on this project:

UNITED PROCUREMENT L.P.  
Company Name

DIANA L. LOWRANCE  
Company Representative Name

Diana Lowrance  
Representative's Signature

735 LOCUST DR. OAK LEAF, TX 75154  
Address City, State, Zip Code

dlowrance@UNITEDPROCUREMENT.NET  
Email address

469 218-0110  
Telephone Number

469 218-0116  
Fax Number

03/14/2012  
Date



City of Conway Sanitation Department  
Bidder Submittal Form  
2012-17 - 6 Yard Front Load Containers  
Bid Opening Date: Thursday, March 15<sup>th</sup>, 2012  
City Hall - Downstairs Conference Room @ 10:00am

**BIDDER SUBMITTAL FORM**

Item	Description	Qty	Unit Price	Total Price
1.	6 Yard Front Load containers per the attached specifications	<u>20</u>	<u>\$1235<sup>00</sup></u>	<u>\$24,700<sup>00</sup></u>
Mfg. /Model bid: <u>NEDLAND, MODEL # N600FLS</u>				
Total Bid				<u>\$24,700<sup>00</sup></u>

Indicate earliest delivery date possible: 6 WEEKS ARC

\*\*\*\*\*

Unsigned bids will not be considered

Authorized Agent Bidding on this project:

UNITED PROCUREMENT L.P.  
Company Name

DIANA L. LOWRANCE  
Company Representative Name

Diana Lowrance  
Representative's Signature

725 LOCUST DR. OAK LEAF, TX 75154  
Address City, State, Zip Code

dlowrance@unitedprocurement.net  
Email address

469 218-0110  
Telephone Number

469 218-0116  
Fax Number

03/14/2012  
Date





City of Conway Sanitation Department  
Bidder Submittal Form  
2012-19 - 8 Yard Front Load Containers  
Bid Opening Date: Thursday, March 15<sup>th</sup>, 2012  
City Hall - Downstairs Conference Room @ 10:00am

BIDDER SUBMITTAL FORM

Item	Description	Qty	Unit Price	Total Price
1.	8 Yard Front Load containers per the attached specifications	<u>20</u>	<u>\$1470<sup>00</sup></u>	<u>\$29,400<sup>00</sup></u>
Mfg. / Model bid: <u>NEDLAND / Model #N800FL5</u>				
			<u>Total Bid</u>	<u>\$29,400<sup>00</sup></u>

Indicate earliest delivery date possible: 4 WEEKS ARC

\*\*\*\*\*

*Unsigned bids will not be considered*

Authorized Agent Bidding on this project:

UNITED PROCUREMENT L.P.  
Company Name

DIANA L. LOWRANCE  
Company Representative Name

Diana Lowrance  
Representative's Signature

725 LOCUST DR. OAK LEAF, TX 75154  
Address City, State, Zip Code

dlowrance@unitedprocurement.net  
Email address

469 218-0110  
Telephone Number

469 218-0116  
Fax Number

03/14/2012  
Date



City of Conway Sanitation Department  
Bidder Submittal Form  
2012-14 – 2 Yard Rear Containers  
Bid Opening Date: Thursday, March 15<sup>th</sup>, 2012  
City Hall - Downstairs Conference Room @ 10:00am

**BIDDER SUBMITTAL FORM**

Item	Description	Qty	Unit Price	Total Price
1.	2 Yard Rear Refuse containers per the attached specifications	<u>20</u>	<u>\$587.00</u> Tax 8.25%	<u>\$11,740.00</u> \$968.55

Mfg. /Model bid: Wastequip Model T-2S HD

**Total Bid**

**\$12,708.55\***

\*Please see attached Clarifications/Exceptions sheet

Indicate earliest delivery date possible: 2-3 weeks ARO

\*\*\*\*\*

*Unsigned bids will not be considered*

Authorized Agent Bidding on this project:

Wastequip Mfg. Co., LLC

Company Name

Laura P. Gates, Vice President

Company Representative Name

Representative's Signature

(Bid Location) 841 Meacham Rd., Statesville, NC 28677

Address

City, State, Zip Code

MJenkins@wastequip.com

Email address

800-255-4126 Ext. 244

Telephone Number

704-878-0734

Fax Number

3-13-12

Date





City of Conway Sanitation Department  
 Bidder Submittal Form  
 2012-16 – 3 Yard Rear Load Containers  
 Bid Opening Date: Thursday, March 15<sup>th</sup>, 2012  
 City Hall - Downstairs Conference Room @ 10:00am

**BIDDER SUBMITTAL FORM**

Item	Description	Qty	Unit Price	Total Price
1.	3 Yard Rear Load containers per the attached specifications	<u>20</u>	\$ <u>735.00</u> Tax 8.25%	\$ <u>14,700.00</u> \$ <u>1,212.75</u>

Mfg. /Model bid: Wastequip Model T-3 HD

**Total Bid**

\$ 15,912.75\*

\*Please see attached Clarifications/Exceptions sheet

Indicate earliest delivery date possible: 2-3 weeks ARO

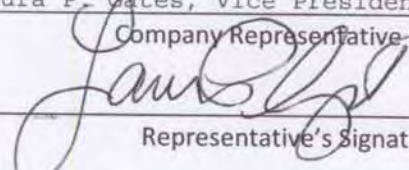
\*\*\*\*\*

*Unsigned bids will not be considered*

Authorized Agent Bidding on this project:

Wastequip Mfg. Co., LLC  
Company Name

Laura P. Gates, Vice President  
Company Representative Name

  
Representative's Signature

(Bid Location) 841 Meacham Rd., Statesville, NC 28677  
Address City, State, Zip Code

MJenkins@wastequip.com  
Email address

800-255-4126 Ext. 244 704-878-0734  
Telephone Number Fax Number

3-13-12  
Date



**City of Conway Sanitation Department  
Bidder Submittal Form  
2012-18 – 6 Yard Rear Load Containers  
Bid Opening Date: Thursday, March 15<sup>th</sup>, 2012  
City Hall - Downstairs Conference Room @ 10:00am**

**BIDDER SUBMITTAL FORM**

Item	Description	Qty	Unit Price	Total Price
1.	6 Yard Rear Load containers per the attached specifications	<u>20</u>	\$ <u>951.00</u> Tax 8.25%	\$ <u>19,020.00</u> \$ <u>1,569.15</u>

Mfg. /Model bid: Wastequip Model T-6 HD

**Total Bid**

\$ 20,589.15\*

Indicate earliest delivery date possible: 2-3 weeks ARO

\*Please see attached Clarifications/Exceptions sheet

\*\*\*\*\*

*Unsigned bids will not be considered*

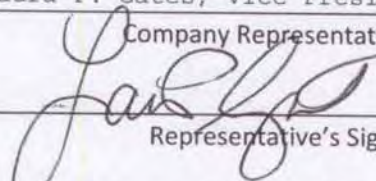
Authorized Agent Bidding on this project:

Wastequip Mfg. Co., LLC

Company Name

Laura P. Gates, Vice President

Company Representative Name



Representative's Signature

(Bid Location) 841 Meacham Rd., Statesville, NC 28677

Address

City, State, Zip Code

MJenkins@wastequip.com

Email address

800-255-4126 Ext. 244

Telephone Number

704-878-0734

Fax Number

3-13-12

Date





City of Conway Sanitation Department  
Bidder Submittal Form  
2012-15 - 3 Yard Front Load Containers  
Bid Opening Date: Thursday, March 15<sup>th</sup>, 2012  
City Hall - Downstairs Conference Room @ 10:00am

**BIDDER SUBMITTAL FORM**

Item	Description	Qty	Unit Price	Total Price
1.	3 Yard Front Load containers per the attached specifications	<u>20</u>	\$ 522.00 Tax 8.25%	\$ 10,440.00 \$861.30

Mfg. /Model bid: Wastequip 3CY FEL Slant  
**Total Bid**

**\$11,301.30\***

\*Please see attached Clarifications/Exceptions sheet

Indicate earliest delivery date possible: 7-10 days ARO

\*\*\*\*\*

*Unsigned bids will not be considered*

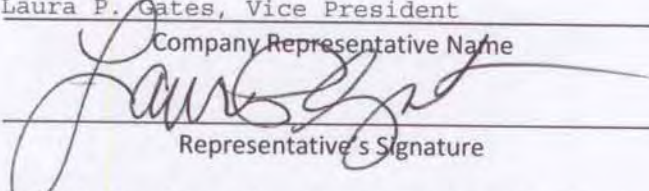
Authorized Agent Bidding on this project:

Wastequip Mfg. Co., LLC

Company Name

Laura P. Gates, Vice President

Company Representative Name

  
Representative's Signature

(Bid Location) 841 Meacham Rd., Statesville, NC 28677

Address

City, State, Zip Code

MJenkins@wastequip.com

Email address

800-255-4126 Ext. 244

Telephone Number

704-878-0734

Fax Number

3-13-12

Date



City of Conway Sanitation Department  
Bidder Submittal Form  
2012-17 - 6 Yard Front Load Containers  
Bid Opening Date: Thursday, March 15<sup>th</sup>, 2012  
City Hall - Downstairs Conference Room @ 10:00am

**BIDDER SUBMITTAL FORM**

Item	Description	Qty	Unit Price	Total Price
1.	6 Yard Front Load containers per the attached specifications	<u>20</u>	<u>\$ 751.00</u> Tax 8.25%	<u>\$15,020.00</u> \$1,239.15

Mfg. /Model bid: Wastequip 6CY FEL Slant

**Total Bid**

**\$16,259.15\***

\*Please see attached Clarifications/Exceptions sheet

Indicate earliest delivery date possible: 7-10 days ARO

\*\*\*\*\*

*Unsigned bids will not be considered*

Authorized Agent Bidding on this project:

Wastequip Mfg. Co., LLC

Company Name

Laura P. Gates, Vice President

Company Representative Name

*Laura P. Gates*  
Representative's Signature

(Bid Location) 841 Meacham Rd., Statesville, NC 28677

Address

City, State, Zip Code

MJenkins@wastequip.com

Email address

800-255-4126 Ext. 244

Telephone Number

704-878-0734

Fax Number

3-13-12

Date





City of Conway Sanitation Department  
Bidder Submittal Form  
2012-19 – 8 Yard Front Load Containers  
Bid Opening Date: Thursday, March 15<sup>th</sup>, 2012  
City Hall - Downstairs Conference Room @ 10:00am

BIDDER SUBMITTAL FORM

Item	Description	Qty	Unit Price	Total Price
1.	8 Yard Front Load containers per the attached specifications	<u>12</u>	<u>\$ 917.00</u> Tax 8.25%	<u>\$11,004.00</u> \$907.83

Mfg. /Model bid: Wastequip 8 YD FEL Slant

**Total Bid**

**\$11,911.83\***

Indicate earliest delivery date possible: 7-10 days ARO

\*Please see attached Clarifications/Exceptions sheet

\*\*\*\*\*

*Unsigned bids will not be considered*

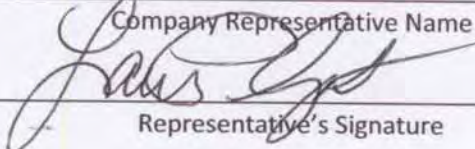
Authorized Agent Bidding on this project:

Wastequip Mfg. Co., LLC

Company Name

Laura P. Gates, Vice President

Company Representative Name

  
Representative's Signature

(Bid Location) 841 Meacham Rd., Statesville, NC 28677

Address

City, State, Zip Code

MJenkins@wastequip.com

Email address

800-255-4126 Ext. 244

Telephone Number

704-878-0734

Fax Number

3-13-12

Date



**City of Conway, Arkansas**  
**Resolution No. R-12- \_\_\_\_**

**A RESOLUTION AUTHORIZING THE PURCHASE OF MOBILE RADIOS FOR THE CONWAY FIRE DEPARTMENT PRIOR TO THE SERIES 2012 BOND ISSUANCE; AND FOR OTHER PURPOSES.**

**WHEREAS**, Conway Fire Department request approval to place an order with Motorola Solutions Inc. for the purchase of 147 radios (102 portable and 45 base mobiles) immediately to receive a cost savings benefit of \$55,900; and

**WHEREAS**, The cost of radios is approximately \$508,820, which will be funded by the Series 2012 Bond Issuance as previously approved by Council and;

**WHEREAS**, the Conway Fire Department request approval to order said radios based on the terms and condition in the agreement between the City of Conway and Motorola Solution, Inc. contract;

**WHEREAS**, Motorola Solution, Inc. radios are under state contract;

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

**SECTION 1:** That after Council approval of this resolution the City of Conway Fire Department shall place an order with Motorola Solutions Inc. and request shipment from Motorola Solutions Inc. once funding is available from the Issuance of the Series 2012 Bonds.

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

**ADOPTED** this 27<sup>th</sup> day of March, 2012.

**Approved:**

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

**Attest:**

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





Motorola Solutions, Inc.  
1301 E. Algonquin Road  
Schaumburg, IL 60196

March 21, 2012

City of Conway Fire Department  
Chief Bart Castleberry  
1401 Caldwell  
Conway, Ar. 72032

Re: City of Conway Fire Dept Equipment Order

Chief Castleberry:

Please use this letter as authorization for the below payment and shipping terms if you were to proceed with the proposed equipment order to Motorola Solutions by March 30, 2012.

-Payment terms will be extended to Net 45 with invoice to be generated upon shipment of equipment;

-Shipment of equipment will be scheduled per a customer requested ship date no earlier than May 15<sup>th</sup> or a date as specified by the customer.

Please document the Net 45 day payment terms and requested ship date on the face of the Purchase Order upon issuance to Motorola.

Regards,

A handwritten signature in black ink, appearing to read 'Lena Nicholson', written over a horizontal line.

Lena Nicholson  
Territory 4 Finance Controller



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

**AN ORDINANCE APPROPRIATING FUNDS & ACCEPTING BIDS FOR FLAME RESISTANT CLOTHING FOR THE CONWAY FIRE DEPARTMENT; AND FOR OTHER PURPOSES:**

**WHEREAS**, Conway Fire Department requests an appropriation of \$10,781 for flame resistant uniforms, 2012 budgeted funds will currently not cover the increased cost due to modified specifications of the uniforms; and

**WHEREAS**, the Conway Fire Department's current contract with G&K Services has officially expired and;

**WHEREAS**, the Conway Fire Department Uniform Committee performed research on the current uniforms being worn and found current uniforms do not meet National Fire Protection Agency standards. Modified specifications will cause an increase in uniform expense that is not previously budgeted for in the approved 2012 budget;

**WHEREAS**, Bids were taken on March 16<sup>th</sup>, 2012 for flame resistant clothing and Cintas Uniforms was the only bid submitted.

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

**SECTION 1.** The City of Conway shall appropriate \$10,781 from the General Fund Balance Appropriation account (001.119.4900) into the Conway Fire Department Uniform Operating line item account (001.131.5670).

**SECTION 2.** The City of Conway shall accept bids from Cintas Uniforms to purchase NFPA approved flame resistant clothing for the City of Conway Fire Department.

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

**PASSED this 27<sup>th</sup> day of March, 2012**

**Approved:**

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

**Attest:**

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



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



# Memo:

**To:** Mayor Tab Townsell  
City Council Members

**From:** Amy Springer

**Date:** Friday, March 23, 2012

**Re:** 2012-21 Flame Resistant Clothing Bids

---

On Friday, March 16, 2012 @ 10:00am bids were open for Flame Resistant Clothing for the Conway Fire Department.

Only one bid was submitted by Cintas Uniforms. This bid is attached for your consideration.

If you have any questions please let me know.

City of Conway – Fire Department  
2012-21 - Flame Resistant Clothing with Rental Agreement  
Bid Opening Date: Friday, March 16<sup>th</sup>, 2012  
City Hall - Downstairs Conference Room @ 10:00am

Authorized Agent Bidding on this project:

CINTAS  
Company Name

TOM NIXON  
Company Representative Name

[Signature]  
Representative's Signature

102 CHAMPS BLVD.  
Address

NIXONT@CINTAS.COM  
Email Address

MAUMELLE  
City

AR.  
State

72113  
Zip

501-803-4488  
Telephone Number

501-803-0119  
Fax Number

3/14/12  
Date

### RENTAL AGREEMENT SPECIFICATIONS

- Each employee will be personally measured and issued 7 uniforms

Comply                       Exception

- A 60 month contract will be guaranteed in writing

Comply                       Exception

- There is a guaranteed no buy back policy at the end of the 60 month contract agreement

Comply                       Exception

- There is a guaranteed no automatic roll over on the service agreement

Comply                       Exception

- All uniforms will need to be inspected, repaired and replaced as needed at no extra cost

Comply                       Exception

- Size changes will need to be provided at no extra cost

Comply                       Exception

- Dirty uniforms will be picked up weekly at each station

Comply                       Exception

- Biohazard bags will be offered for contaminated clothing as well as alteration bags at no extra cost

Comply                       Exception

- Clean uniforms will be dropped off weekly at each station

Comply                       Exception

- Soiled laundry bins will be provided at each location (7 stations) at no extra cost; please specify type of bin

Comply                       Exception

- All garment repairs, maintenance, and cleaning will take place within the state of Arkansas

Comply                       Exception



## Exception Point 5

Cintas will replace all uniforms that have worn out due to normal wear. Willfully destroyed garments or lost garments due to employee negligence will be charged to CFD at agreed rate.

### UNIFORM SPECIFICATIONS

- Clothing offered is Workrite Uniform brand, ISO 9001 certified

Comply  Exception

- Pants (Series 400 and Series 402), Shirts (Series 730 and Series 735), and Shorts (Series 405) will be offered and are required to be navy in color

Comply  Exception

- All garments must be made from Nomex IIIA fabric that meet the performance requirement of NFPA 1975-1999 Standard for station/work uniforms for fire and emergency services

Comply  Exception

- Shirt weight must not exceed 4.5 ounces per square yard and Pant weight must not exceed 7.5 ounces per square yard

Comply  Exception

- All shirts will be required to have a Fire Department badge / patch (will need to be provided by the company) sewn on the left chest pocket. The badges will be either silver or gold depending on rank

Comply  Exception

- All shirts will be required to have a name and rank patch, military tape style (3/4 of an inch tall by width of the pocket), sewn on the right chest pocket (will need to be provided by the company). The patch will either be silver or gold depending on rank

Comply  Exception

- All shirts will be required to have a Conway Fire Department patch sewn on the left sleeve ( will be provided by the fire department)

Comply  Exception

- All shirts will be required to have a reversed American flag patch (provided by CFD) sewn on the right sleeve

Comply  Exception

- A sample of the finished product will be provided to and approved by the Conway Fire Department prior to production.

Comply  Exception

**DELIVERY AND PRICING**

**Delivery**

If your Bid is accepted and a contract is executed, please state the number of weeks you need to deliver the Goods and/or Services. The total time needs to be from the start of measuring to having all uniforms in place at each station.

6 Number of weeks for delivery

You must be able to deliver the Goods and/or Services as specified above. Failure to do so may result in the City terminating your contract.

**Pricing (Initial Start-Up)**

<u>Description</u>	<u>Cost</u>
Uniform (Shirt and Pants)	<u>9.50</u> per person per week
Fire Department Badge Sewing charge and Make-up Charge	<u>N/C IF PROVIDED</u>
Name and Rank Patch Sewing charge and Make-up Charge	<u>2.00 PER EMBLEM</u>
Oversize Charge	<u>35</u> %
Service Charge (weekly fee)	<u>3.00</u> per location

**Pricing (Post Start-Up)**

<u>Description</u>	<u>Cost</u>
Uniform (Shirt and Pants)	<u>9.50</u> per person per week
Fire Department Badge Sewing charge and Make-up Charge	<u>N/C IF PROVIDED</u>
Name and Rank Patch Sewing charge and Make-up Charge	<u>2.00 PER EMBLEM</u>
Oversize Charge	<u>35</u> %

**Additional Items**

<u>Description</u>	<u>Cost</u>
Shorts (Series 405)	<u>.85</u> per pair
Short Sleeve Shirts (Series 730)	<u>.80</u> per shirt



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

**AN ORDINANCE ACCEPTING INSURANCE PROCEEDS, APPROPRIATING AD VALOREM FUNDS TO THE  
 CONWAY ANIMAL WELFARE DEPARTMENT; AND FOR OTHER PURPOSES**

**WHEREAS**, the Conway Animal Welfare Department received insurance proceeds in the amount of \$11,095.51 for a truck that was wrecked and;

**WHEREAS**, the Animal Welfare needs an additional \$7,049 from Ad Valorem to put with the insurance proceeds in order to purchase a 2012 Chevrolet Colorado replacement truck and the necessary equipment for the truck and;

**WHEREAS**, money received from Ad Valorem and In Lieu of taxes is allowed, by law, to be used for such purposes;

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

**Section 1.** The City of Conway shall appropriate \$11,095.51 from insurance proceeds revenue account, 001.119.4360 and \$7,049.00 from the Ad Valorem Revenue account, 222.127.4101, into the following Animal Welfare Ad Valorem Expense accounts:

\$16,223.51	222.127.5920	Capital Vehicle Account
\$1,396	222.127.5910	Capital Equipment
\$375	222.127.5450	Vehicle Maintenance
\$150	222.127.5440	Equipment Maintenance

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

PASSED this 27<sup>th</sup> day of March, 2012.

**Approved:**

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

**Attest:**

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



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

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE ARKANSAS ETS BOARD; TO ALLOCATE THE CITY'S PORTION OF THE FUNDS FOR A NEW 911 SYSTEM; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES**

**WHEREAS**, the City of Conway and the Faulkner County Sheriff's Office are both set to receive \$226,919.97 (113,459.99 each) from the 15% Fund provided by the Arkansas ETS Board for maintenance and upgrades to the 911 system and;

**WHEREAS**, the City of Conway wishes to partner with the Faulkner County Sheriff's office and each allocate their portion of the 15% Funds to be used to purchase a new 911 system and;

**WHEREAS**, the total cost of the new system is \$335,459.00, which requires an additional \$108,539.03 to be split between the two agencies and;

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

**SECTION 1.** The City of Conway shall authorize the Mayor to sign an agreement allocating the city's portion of the 15% Funds, totaling \$113,459.99, to the Arkansas ETS Board for a new 911 system and;

**SECTION 2.** The City of Conway shall allocate \$54,269.52 from the General Fund Balance, 001-119-4900 and appropriate to the Conway Police Departments capital equipment expense account, 001.121.5910.

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

**PASSED** this 27<sup>th</sup> day of March, 2012.

**Approved:**

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

**Attest:**

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



PSAP REQUEST FOR REIMBURSEMENT - Pre Approval/Final Approval

DATE OF REQUEST	March 8th 2012
COUNTY/PSAP NAME	Faulkner Co./Conway P.D.
PERSON REQUESTING	Shelia Maxwell/Brian Edwards
TELEPHONE # OF PERSON REQUESTING	
CALL STUDY REPORT PERIOD (see documentation note)	Aug. - Oct. 2011
TOTAL CALLS RECEIVED DURING STUDY	14727
TOTAL WIRELESS CALLS RECEIVED DURING STUDY	12905
% OF WIRELESS CALLS	88%
BREAKDOWN OF COSTS (see documentation note below)	\$335,459.00
CPE System Upgrade Microdata	
MAPPING PROJECT	
TOTAL UPGRADE CHARGES	\$335,459.00
AMOUNT OF REIMBURSEMENT (charges X % of wireless calls)	\$226,919.97
DATE PRE-APPROVED	
AMOUNT PRE-APPROVED	
DATE APPROVED BY BOARD	
DATE REMITTED	
CHECK NUMBER	

NOTE: The following documentation must be included:

1. Call Study documentation for at least 3 consecutive months supporting % of wireless calls
2. Vendor written quote for pre-approval and/or Vendor invoice for final approval.

# 15% FUND ALLOCATION AUTHORIZATION FORM

GOVERNING ENTITY CITY OF CONWAY

I certify that the above Governing Entity is responsible for the 911 Equipment, Software and Call Recorders at the following Primary Wireless 911 Public Safety Answering Points

CONWAY POLICE DEPT

The amount allocated to the Governing Entity listed above from the 15% Fund defined by Ark. Code Ann 12-10-318(c)(2)(B)(ii) after allowing sufficient funds to provide on a state-wide basis for 1) 911 Equipment and Training that has been pre-approved as of 2/1/2010 but not yet submitted for Final Approval and Payment; 2) Funds sufficient to reimburse the PPSAPs who are not Wireless Phase II compliant for the 911 equipment necessary for the initial upgrade to Wireless Phase II compliance; 3) Monthly 911 Wireless Network and Database Elements and Annual Maintenance Reimbursements to the PPSAPs for the 911 Equipment and Call Recorders:

\$113,882.09

I designate the following person(s) to have the authority to submit requests to the Arkansas ETS Board for qualified reimbursements from this allocated amount:

I understand and agree that: 1) only the persons listed above will be permitted to submit expenses for reimbursement from the amount allocated to my entity; 2) that all expenses approved for reimbursement will be deducted from this amount and 3) that after this allocated amount is exhausted I will not be reimbursed for any additional expenses other than 1-3 above unless additional money is allocated.

\_\_\_\_\_  
County Judge or City Mayor Signature



**City of Conway, Arkansas**  
**Resolution No. R-12- \_\_\_\_\_**

**A RESOLUTION ADOPTING THE CONWAY POLICE DEPARTMENT RULES AND REGULATIONS.**

**WHEREAS**, Arkansas Code Annotated 14-51-302 provides that employees in any police department in a city of the first class having a civil service commission shall be governed by rules and regulations set out by the chief of the department after rules and regulations have been adopted by the city council and;

**WHEREAS**, the Conway Police Department continues to make revisions to the policies and regulations outlined in the Written Directive system in efforts to address additional needs and remain in compliance through the CALEA Accreditation Program and;

**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 accepts and adopts the Conway Police Department's policy manual, to include the attached changes outlined in Section 3.0 of the CALEA Agency Status Report for the year 2011.

**PASSED** this 27<sup>th</sup> day of March, 2012.

**Approved:**

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

**Attest:**

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

## MEMORANDUM

**TO: Chief A.J. Gary**

**FROM: Lt. Laura Taylor**

**DATE: 03-21-12**

**SUBJECT: Policy Changes from 01/2011 - 02/2012**

The following policies were added or amended from January 2011 through February 2012. Included is the policy number and the relationship to any CALEA Standard.

100-2 Organizational Structure- CALEA Standard 11.1.1 and 11.1.2- revised to show current organizational structure.

200-12 Accreditation- No CALEA standard impacted- language change under Nature and Scope.

200-16 Officer of the Year Award- CALEA Standard 26.1.2- revised to implement a new nomination process for Officer of the Year.

300-1 Administrative Inquiries/Citizen Complaints- no CALEA standard impacted- revised to add Administrative Inquiry Review Board and route complaints to OPR.

300-3 Training and Career Development- CALEA Standard 33.8.2- added a New Sergeant's Orientation packet for newly promoted sergeant training.

300-4 Disciplinary System- no CALEA standard impacted- revised to add Administrative Inquiry Review Board.

300-8 Limited Duty- No CALEA standard impacted- revised to allow limited duty only for on duty injury or traumatic event.

300-11 Selection Process-CALEA Standard 32.1.6- disposition of records for all candidates not selected was changed to allow them to be disposed of after eligibility for hire has expired. Also the process for selection was revised to coincide with actual practice.

300-12 Performance Evaluation System- CALEA Standard 35.1.1(a)- definitions were added to revised Form 222. All the forms involved in the evaluation system were revised and a Reverse Evaluation was added- this did not impact a CALEA standard. The policy was revised to add the Reverse Evaluation. In addition, the policy was revised to change the language to read that written notification would be given to non-probationary employees in "timely manner" rather than 90 days prior to end of final reporting period when performance was unsatisfactory. This impacted CALEA Standard 35.1.6.

300-18 Recruitment- CALEA Standard 31.1.2- revised to add Annual Analysis of Recruitment Plan under 31.1.2(a) and revisions as needed under 31.2.2(b).

300-19 Worker's Compensation- No CALEA Standard impacted- revised to give step by step instructions.

400-1 Uniform Apparel for Departmental Personnel- No CALEA standard impacted- Uniformed or Officer was changed to include all sworn and non-sworn who wear departmental issued uniform. Also policy was revised to allow officers to wear sunglasses during contact with civilians if there is an officer safety issue.

500-1 Property and Evidence Control- CALEA Standard 84.1.1(d) and (e)- policy revised to show that blood did not have to be refrigerated if collected in proper vial and all evidence to go to Crime Lab must be placed in cardboard box not paper sack.

700-2 Use of Force- No CALEA standard impacted- revised to have Lieutenant responsible for less lethal shotgun when sergeant not working.

700-3- Weapons and Ammunition- CALEA Standard 1.3.9- policy revised to include Patrol Rifle guidelines to include on duty storage (1.3.9f) and also storage of CPD owned shotguns. The Patrol Rifle Patrol Order from 2005 and the Patrol Shotgun Patrol Order from 2010 were incorporated into the policy. Definition of "duty weapon" was revised.

800-4 Honor Guard Funeral Detail- No CALEA Standard impacted- new policy.

800-34 Traffic Operations- CALEA Standards- 82..3.4 61.1.2,61.1.5,61.1.6, 61.1.11,61.2.1,61.2.4, 42.1.2- this policy had not been revised since 2006 so many items were revised. Throughout the policy accident was changed to collision. Major changes were done to included Hit and Run Investigations which would now be assigned to the Special Operations Team Traffic Unit. Attachment B was added that involved the Solvability Factor Rating for assigning the hit and run investigation.

800-48- Missing Children- 41.2.6(b)- policy revised to add notification of the Chief of Police, all CPD Majors and on-call CID.

800-49- Missing Persons- 41.2.5(a) and (e)- policy revised to add notification of the Chief of Police, all CPD Majors, and on-call CID.





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



## Memo:

**To:** Mayor Tab Townsell  
**CC:** City Council Members  
  
**From:** Brenda Yarbrough, Finance Department  
**Date:** March 22, 2012  
**Re:** 2012 Disposals of Property

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The attached listing details items to be removed from the fixed assets (inventory). I would like to request approval to remove these items from our inventory listing and to dispose of them. Vehicles will be sold for scrap or offered for sale through “as is” sealed bid auction or via auction on [www.publicsurplus.com](http://www.publicsurplus.com) —whichever appears to provide the best price to the City.

Vehicles sold for scrap will also be cannibalized for whatever parts might be used by Fleet Maintenance, with documentation maintained by Fleet Maintenance for any salvaged parts with an estimated value of at least \$500. Any vehicle sold for scrap will first be offered for training purposes to the Conway Fire Department.

Please advise if you have any questions.

	<b>2012 Disposals</b>		<b>Purchase Price</b>	<b>Current Depr</b>	<b>Accum. Depr</b>	<b>Book Value</b>
118-201	1978 Hobbs Box Trailer (41725)		2,000.00	27.77	2,000.00	0.00
120-117	1985 Chevy S-10 (0527)		12,500.00	0.00	12,500.00	0.00
23-26	2004 CMI Trash Master (3-75E)		456,241.00	3,250.40	225,462.76	230,778.24
23-44	2005 Sterling Refuse (04662)	traded in "go red"	91,484.00	1,270.62	90,213.39	1,270.61
23-45	2006 Sterling Refuse (04663)	traded in "go red"	91,484.00	1,270.62	90,213.39	1,270.61
115-434	Cornelius Ice Maker	replaced-does not work.	1,300.00	36.11	938.86	361.14
110-32	Okidata Microline Printer (sn210A0084115)	does not work	1,082.43	0.00	1,082.43	0.00
110-34	Okidata Microline Printer (sn210A0085655)	does not work	1,082.43	0.00	1,082.43	0.00
110-44	TCW Enlight Midtower Computer (IMCC94514662)	no longer works with software	1,786.21	0.00	1,786.21	0.00
110-50	TCW Enlight Midtower Computer(IMCC94514723)	no longer works with software	1,786.21	0.00	1,786.21	0.00
110-51	TCW Enlight Midtower Computer (IMCC94514727)	no longer works with software	1,786.21	0.00	1,786.21	0.00
110-56	TCW Enlight Midtower Computer (IMCC94513945)	no longer works with software	1,786.21	0.00	1,786.21	0.00
110-63	TCW Enlight Midtower Computer (IMCC94514404)	no longer works with software	1,900.26	0.00	1,900.26	0.00
110-81	Microsoft Server (ECHK1401322)	no longer works with software	3,827.93	0.00	3,827.93	0.00
110-104	HP Procurve Transceiver (J4859A)	does not work	757.29	12.62	757.29	0.00
110-105	Transceiver Module (SSG422ME01F)	does not work	708.87	11.81	708.87	0.00
118-120	Lincoln Arc Welder SN576160	does not work	779.00	0.00	779.00	0.00
23-43	2005 Dodge Durango (94063)	costs too much to repair	23,500.00	3,916.62	22,520.85	979.15
			<b>695,792.05</b>	<b>9,796.57</b>	<b>461,132.30</b>	<b>234,659.75</b>



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

**AN ORDINANCE ADOPTING BUDGET ADJUSTMENTS FOR THE CITY OF CONWAY, AND PROVIDING THAT THE ADJUSTMENTS STATED IN THE SUMMARY OF AMENDMENTS SHALL BE MADE; AND FOR OTHER PURPOSES:**

**WHEREAS**, the Mayor and Finance Department of the City of Conway have submitted to the City Council a Summary of 2012 Budget Amendments after a thorough review of revenue, expenditures and cash flow considerations;

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

**SECTION 1.** Budget adjustments are made for the fiscal year 2012 for the City of Conway, Arkansas, as set forth in the document entitled "Amendments to the 2012 Budget", providing a total positive impact on the City's General Fund in the amount of \$422,672.

**SECTION 2.** The following adjustments are approved for the City of Conway General Fund:

City of Conway Amendments to the 2012 Budget						
Acct Type	Acct Number	Description	Original Budget	Change	Amended Budget	Explanation
Revenue	001-119-4121	Beverage Tax	140,000	195,000	335,000	Ordinance O-11-54 raised the tax rate from 2% to 5%. This increase was not reflected in the original 2012 revenue budget.
Expense	001-131-5399	Other Purch Svcs	93,700	(30,350)	63,350	MEMS lowered their requested subsidy after our budget was passed.
Expense	001-107-5450	Vehicle Maint	195,022	(165,022)	30,000	Vehicle maintenance funds were in original budget twice - once in Fleet Maintenance department, and also in each individual department. This is to correct that error.
Expense	001-106-5411	Janitorial/Cleaning	33,500	(32,300)	1,200	Janitorial supply funds were in original budget twice - once in Physical Plant department, and also in each individual department. This is to correct that error.
				422,672	Positive impact on the 2012 General Fund Budget	

**SECTION 3.** The Mayor is directed to cause the proper accounting entries to be made in the books and records of the City so as to reflect the adjustments for the aforesaid fiscal year.

**SECTION 4.** All ordinances in conflict herewith are repealed to the extent of that conflict.

**SECTION 5.** This ordinance is necessary for the protection of the public peace, health and safety, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage and approval.

**PASSED** this 27<sup>th</sup> day of March, 2012.

**Approved:**

---

**Mayor Tab Townsell**

**Attest:**

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