

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, May 8<sup>th</sup>, 2012 @ 6:30pm

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

5:30pm - Committee Meeting:

**No Committee Meeting**

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Call to Order: Mayor Tab Townsell  
 Roll Call: Michael O. Garrett, City Clerk/Treasurer  
 Minutes: April 24<sup>th</sup>, 2012 City Council Meeting  
 Announcements/Proclamations/Recognitions:

**1. Report of Standing Committees:**

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

1. Ordinance to discuss closing of the south 25 feet of Hardy Street lying adjacent to the north side of Block 1 and also lying adjacent to the north side of Block 4 in the Harlan Park Subdivision.
2. Ordinance to allow indoor firing range in additional zoning districts with a conditional use permit.
3. Ordinance authorizing the issuance of a promissory note & accepting short term financing proposals for relocated Conway Municipal Airport.

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

1. Consideration of proposals for a master plan at Curtis Walker Park.

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

1. Consideration to request permission to apply for a joint application with the Faulkner County Sheriff Department for the JAG 2012 Grant for the Conway Police Department.
2. Ordinance appropriating asset forfeiture funds for the purchase of two computer voice stress analyzers for the Conway Police Department.
3. Ordinance appropriating funds to purchase a Vertex VDI software and network switches for the IT Dept.

**New Business**

1. Consideration of an event permit for the City of Conway.

**Adjournment**



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

**AN ORDINANCE CLOSING THE SOUTH 25 FEET OF HARDY STREET LYING ADJACENT TO THE NORTH SIDE OF BLOCK 1 AND ALSO LYING ADJACENT TO THE NORTH SIDE OF BLOCK 4, AS SHOWN ON A PLAT OF HARLAN PARK SUBDIVISION TO THE CITY OF CONWAY, ARKANSAS, AS RECORDED IN PLAT BOOK A, PAGE 212 TO THE FAULKNER COUNTY RECORDS; AND FOR OTHER PURPOSES;**

**WHEREAS**, a petition was duly filed with the City Council of the City of Conway, Arkansas on the 1<sup>st</sup> of May, 2012 asking the City Council to vacate and abandon a portion of the Hardy Street right-of-way within the city limits of the City of Conway;

**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 an 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 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.

**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 Hardy Street right-of-way designated as follows:

**The south 25 feet of Hardy Street lying adjacent to the north side of Block 1 and also lying adjacent to the north side of Block 4, as shown on a Plat of Harlan Park Subdivision to the City of Conway, Arkansas, as recorded in Plat Book A, Page 212.**

**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 8<sup>th</sup> day of May, 2012.

**Approved:**

**Attest:**

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


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

# CITY OF CONWAY

## HARDY STREET -- ROW CLOSING



**DESCRIPTION**  
**UNBUILT HARDY ST**  
**25 FT STREET ROW CLOSING**



Tab Townsack - Mayor  
 Mark Vaughn & Shelly Mott - Aldermen Ward 1  
 Jim Bishop & Mark Smith - Aldermen Ward 2  
 Theodore Jones, Jr. & Sheila Williams - Aldermen Ward 3  
 Michael Murphy - City Attorney  
 Michael Garrett - City Clerk



Bryan Patrick - Director  
 Wes Craighead - Deputy Director  
 Christy Sutherland - Planner  
 Linda Meza - Planning Tech  
 Jason Lyon - GIS Coordinator



CONWAY PLANNING COMMISSION  
 Craig Cloud - Chair  
 Chris Steppock - Vice-Chair

<ul style="list-style-type: none"> <li>— INTERSTATE</li> <li>— MAJOR ARTERIAL</li> <li>— MINOR ARTERIAL</li> <li>— COLLECTOR</li> <li>— RESIDENTIAL</li> <li>— PRIVATE ROAD</li> <li>— INTERSTATE RAMP</li> <li>— RAILROADS</li> </ul>	<ul style="list-style-type: none"> <li>— LOT LINE</li> <li>— STREAMS</li> <li>— LAKES &amp; PONDS</li> <li>— CITY LIMITS</li> </ul>	<p><b>Residential</b></p> <ul style="list-style-type: none"> <li>R-1</li> <li>R-2A</li> <li>R-2</li> <li>HR</li> <li>SR</li> </ul> <p><b>Commercial</b></p> <ul style="list-style-type: none"> <li>C-1</li> <li>C-2</li> <li>C-3</li> <li>C-4</li> </ul>	<p><b>Industrial</b></p> <ul style="list-style-type: none"> <li>MF-1</li> <li>MF-2</li> <li>MF-3</li> <li>RMH</li> </ul> <p><b>Office</b></p> <ul style="list-style-type: none"> <li>O-1</li> <li>O-2</li> <li>O-3</li> </ul>	<p><b>Industrial</b></p> <ul style="list-style-type: none"> <li>I-1</li> <li>I-2</li> <li>I-3</li> </ul> <p><b>Special</b></p> <ul style="list-style-type: none"> <li>SP</li> <li>S-1</li> <li>A-1</li> <li>PUD</li> </ul>
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1 in = 200 ft  
**APRIL 2012**

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: MS WEB SITE  
 gis.cityofconway.org (UNDER DEVELOPMENT)  
 E-MAIL: Jason.Lyon@CityOfConway.org

**Petition of written consent for the  
Vacating of Easement  
For the intent of Public Use**

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An unimproved portion of Hardy Street:

Legal Description of Street Closure, (or portion thereof), to be vacated:

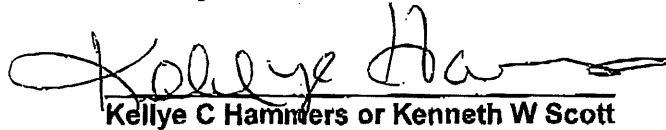
the south 25 feet of Hardy Street lying adjacent to the north side of Block 1 and also lying adjacent to the north side of Block 4, as shown on a plat of Harlan Park Subdivision to the City of Conway, Arkansas, as recorded in Plat Book A, page 212 to the Faulkner County Records

Abutting property owners:

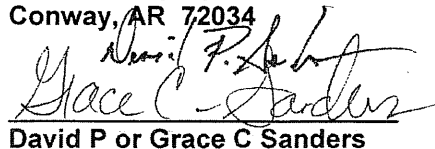
Patricia Canfield  
602 S Elizabeth  
Conway, Arkansas 72034

  
Patricia Canfield

Kellye C Hammers & Kenneth W Scott  
603 S Baridon  
Conway, Arkansas 72034

  
Kellye C Hammers or Kenneth W Scott

David P & Grace C Sanders  
602 S Donaghey  
Conway, AR 72034

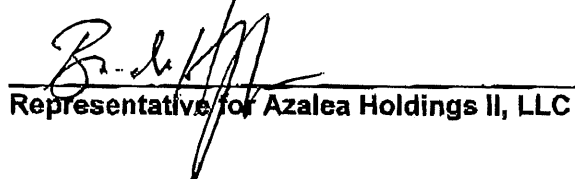
  
David P or Grace C Sanders

R Paul & Geraldine Witherspoon  
603 S Elizabeth  
Conway, Arkansas 72034

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R Paul or Geraldine Witherspoon

Azalea Holdings II, LLC  
P. O. Box 242840  
Little Rock, Arkansas 72223

  
Representative for Azalea Holdings II, LLC





April 10, 2012

Tim Tyler Surveying and Mapping Inc.  
Attn: Kim Tyler  
240 Skyline Dr, Ste 3000  
Conway, AR 72032

AT&T Arkansas  
Attn: Lynda Sommerfeldt Palmer  
1111 West Capitol, Room 941  
Little Rock, AR 72201

City of Conway Street Dept  
Attn: Ronnie Hall  
#100 East Robins  
Conway, AR 72032

Conway Corporation  
Attn: Leslie Guffey  
PO Box 99  
Conway, AR 72033

RE: Street closing, portion of Hardy Street

To Whom It May Concern:

Centerpoint Energy has reviewed the above referenced street closure document has no objections to the closing of the south 25 feet of Hardy Street lying adjacent to the north side of Block 1 and also lying adjacent to the north side of Block 4, as shown on a plat of Harlan Park Subdivision to the City of Conway, Arkansas, as recorded in Plat Book A, page 212 to the Faulkner County Records.

Thank You,

Dennis Fisher  
Tanya Malcolm  
817 N Creek Dr  
Conway, AR 72032  
501-472-4363



**Lynda Palmer**  
AT&T Arkansas  
Mgr.-OSP Png. & 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

April 13, 2012

Tim Tyler Surveying and Mapping, Inc.  
Attn: Kim Tyler, CFM  
240 Skyline Drive, Ste 3000  
Conway, AR 72032

Dear Kim:

The purpose of this letter is to conditionally grant your request to close the south 25' of Hardy Street lying adjacent to the north side of Block 1, and also lying adjacent to the north side of Block 4, as shown on a plat of Harlan Park Subdivision to the City of Conway, Arkansas, as recorded in Plat Book A at Page 212 in the Faulkner County Records, UPON THE DEDICATION OF A UTILITY EASEMENT WHICH WILL ENCOMPASS AT&T's EXISTING FACILITIES WITHIN THE ABOVE PROPOSED AREA TO BE CLOSED.

Questions concerning these facilities may be directed to David Cain at 501-373-8171.

Sincerely,

*Lynda Palmer*



**Conway**  
Corporation

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

April 17, 2012

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

Dear Mayor Townsell:

Conway Corporation doesn't have any issues with the street closing of the following described property:

The south 25 feet of Hardy Street lying adjacent to the north side of Block 1 and also lying adjacent to the north side of Block 4, as shown on a plat of Harlan Park Subdivision to the City of Conway, Arkansas, as recorded in Plat Book A, page 212 to the Faulkner County Records.

We do however request that a 15 foot easement be centered on the existing electric line running down the existing right of way.

If you have any questions, please let me know.

Respectfully yours,

CONWAY CORPORATION

Leslie Guffey  
Engineering & Planning

cc: Kim Tyler



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

**AN ORDINANCE AMENDING THE CONWAY ZONING ORDINANCE O-94-54 TO ALLOW INDOOR FIRING RANGE IN ADDITIONAL ZONING DISTRICTS WITH A CONDITIONAL USE PERMIT:**

**WHEREAS**, The City of Conway would like to allow indoor firing ranges in additional zones other than I-3 Industrial and locate and define the allowed uses of indoor firing ranges with a conditional use permit;

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

**SECTION 1.** That the following language be added to Section 401.5 – Commercial and Office Districts, C. Use Regulations, 1. Permitted Uses, Commercial of the Conway Zoning Ordinance O-94-54, be amended as follows:

**ZONING DISTRICT** Uses (Permitted - X) (Conditional - C)

<b>3. COMMUNITY FACILITIES &amp; PUBLIC UTILITIES</b>	<b>C-2</b>	<b>C-3</b>	<b>C-4</b>
⑩ Indoor Firing Range	<b>C</b>	<b>C</b>	<b>C</b>

**SECTION 2.** That the following language be added to Section 401.6 – Industrial Districts, B. Use Regulations, 1. Permitted Uses, 3. Community Facilities & Public Utilities of the Conway Zoning Ordinance O-94-54, be amended as follows:

**ZONING DISTRICT** Uses (Permitted - X) (Conditional - C)

<b>3. COMMUNITY FACILITIES &amp; PUBLIC UTILITIES</b>	<b>I-1</b>	<b>RU-1</b>	<b>I-3</b>
⑩ Indoor Firing Range	<b>C</b>	<b>C</b>	<b>C</b>

**SECTION 3. Zoning Districts:** Mobile vendors and mobile food vendors shall be allowed as indicated in the following zoning districts. Addendum A to the Conway Zoning Ordinance O-94-54 shall be amended as follows:

Allowed Uses	R-1	R-2A	R-2	SR	MF-1	MF-2	MF-3	RMH	HR	C-1	C-2	C-3	C-4	O-1	O-2	O-3	I-1	RU-1	I-3	A-1	S-1	S-2	TJ
Firing Range (Indoor)											C	C	C				C	C	C				C

X = allowed by right C = conditional use permit

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

**PASSED** this 8<sup>th</sup> day of May, 2012.

**Approved:**

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

**Attest:**

\_\_\_\_\_  
**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)

## **MEMO**

**To: Mayor and City Council**

**From: Bryan Patrick - Director of Planning and Development**

**Subject: Zoning Ordinance Amendment to Allow an Indoor Firing Ranges in More Zoning Districts**

There has been a request from the public to allow indoor firing ranges in more zoning districts. Currently, an indoor firing range is only allowed in I-3 Intensive Industrial and TJ zones by conditional use permit. The attached ordinance would still require a conditional use permit, but open up possible zoning districts to allow an indoor range in C-2, C-3, C-4.

This amendment would seem appropriate with proper conditions attached to requests on a case by case basis.



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

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF A PROMISSORY NOTE TO PROVIDE SHORT-TERM FINANCING UNDER AMENDMENT NO. 78 TO THE ARKANSAS CONSTITUTION FOR CERTAIN INFRASTRUCTURE IMPROVEMENTS REQUIRED FOR THE RELOCATED CONWAY MUNICIPAL AIRPORT; PROVIDING FOR PAYMENT OF THE PRINCIPAL OF THE INTEREST ON THE NOTE; APPROPRIATING FUNDS FROM THE SALE OF EXISTING AIRPORT PROPERTY FOR LOAN REPAYMENT AND AIRPORT IMPROVEMENTS; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.**

**WHEREAS**, the City of Conway, Arkansas (the "City") is authorized and empowered under the provisions of Amendment No. 78 to the Arkansas Constitution ("Amendment No. 78") and Act No. 1808 of 2001 (codified as Title 14), to incur tax exempt short term financing obligations maturing over a period of, or having a term not to exceed five (5) years for the purpose of acquiring, constructing, installing and renting real property or tangible personal property having an expected useful life of more than one year; and

**WHEREAS**, the City is required, by special conditions in the several Federal Aviation Administration grants the City has received, to utilize the proceeds from the sale or value of the existing Cantrell Field property to provide aviation related infrastructure and improvements at the Relocated Conway Airport. The City desires to maintain and operate the existing Cantrell Field until the Relocated Conway Municipal Airport is opened and available to accommodate the aviation needs of the City and thus must postpone the closing of the sale of existing Cantrell Field property until the relocated facility is open. The infrastructure and improvements funded by the proceeds for the sale of the existing Cantrell field are necessary for the opening an operation of he Relocated Conway Airport; and

**WHEREAS**, it is proposed that the City issue its Promissory Note in the principal amount up to \$7,500,000 (the "Note") under Amendment No. 78 and the Act for the purpose of interim financing all or a portion of the cost for certain infrastructure improvements to be funded by proceeds from the sale of the existing Cantrell Field at the Relocated Conway Municipal Airport in the Lollie Bottoms area of Conway. Specifically the construction, architectural, engineering and other related cost associated with the Terminal Building and furnishings, hangers for aircraft, aviation related parking areas and driveways, offsite and onsite waterlines, wastewater facilities to accommodate airport uses, aviation fueling facilities, equipment to provide aviation aids, buyout of existing Cantrell Filed FBO Lease, mitigate nearby waterfowl and wildlife attractant areas, airport operation and maintenance equipment, and loan accrued interest (the "Projects"); and

**WHEREAS**, the City intends to arrange for the loan (the "Loan") from a financial institution (the "Lender") and to issue the Promissory Note to the Lender at a price of par in consideration for the Loan.

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

**SECTION 1:** The City of Conway City Council (the "City Council") hereby finds that the Projects are real or tangible personal property having a useful life of more than one year. The City Council further finds that the sum of the principal amount of the Note and the outstanding principal amount of the City's promissory notes do not exceed five percent (5%) of the assessed value of taxable property located within the City as determined by the last tax assessment completed before the issuance of the Note.

**SECTION 2:** That under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment No. 78 and the Act, the Note is hereby authorized and ordered issued in the principal amount up to \$7,500,000 for the purpose of financing all or a portion of the cost for construction of improvements upon, and/or acquisition of, the Property and paying expenses of issuing the Note. The Note shall be dated the date of issuance and shall bear interest on the outstanding principal amount at a fixed rate not to exceed \_\_\_\_% per annum (calculated on the basis of the actual number of days elapsed in a year of 365 days (366 days in a leap year)). The Note shall be repaid

within five years upon the sale of existing City of Conway's Cantrell Field property or alternate financial arrangements in a lump sum amount equal to the principal and all accumulated and accrued interest. The Note shall be issued in fully registered form. If required by the lender, the mayor is hereby authorized to pledge the existing 151 acres of land associated with existing Cantrell Field as security for the loan and said the city will transfer title to said property to the lender if the loan is not repaid.

**SECTION 3.** That the Lender shall be selected by the Mayor, and approved by the City Council, based upon the commitment or proposal for the Loan that the Mayor determines to have the lowest cost to the City. The City has solicited proposals or commitments for the Loan from at least three financial institutions having offices in Faulkner County. The Mayor shall have the right to reject any and all proposals and commitments.

**SECTION 4.** That the first draw on the borrowings will occur on or about June 1, 2012 and the City will execute the Promissory Note prior to that date. Interest will begin to accrue on only the amount borrowed as of the date of the first draw on borrowings.

**SECTION 5.** The debt service payments on the Note repayment shall be charged against and paid from the general revenue of the City within five years. For the purpose of making the debt service, sufficient proceeds from the sale of the existing Cantrell Filed Property (151 Acres) to cover the repayment of all funds borrowed under this agreement along with accrued interest, and shall be, deposited in general revenue of the City sufficient for such purposes. Upon closing of the sale of said property and deposit of those funds in the General Fund account, the City's Director of Finance is hereby authorized and directed to withdraw from the General Fund of the City the amounts necessary to make the lump sum debt service payment on the Note.

**SECTION 6:** That the Mayor and City Clerk, for and on the behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the issuance execution, and delivery of the Note, and the performance of all acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor and City Clerk are hereby further authorized and directed, for and on behalf of the City, and to execute all papers, documents, certificates, and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof.

**SECTION 7.** That in the event any title, section, paragraph, item, sentence, clause, phrase, or word of this Ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not be affect the remaining portions of this Ordinance, which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this Ordinance.

**SECTION 8:** That all ordinances or resolutions of the City in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 9:** That funds provided through such borrowings are hereby appropriated and budgetary authority is provided for the Projects in an amount up to \$7,500,000.

**SECTION 10:** That funds provided be appropriated from General Fund Proceeds of Promissory Note revenue account (001.109.4612) into General Fund airport CIP project account (001.109.5990) as projects are awarded, money is borrowed and received for the Projects in an amount up to \$7,500,000.

**Passed** on this 8<sup>th</sup> day of May, 2012.

**Approved:**

**Attest:**

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

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



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

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

May 2, 2012

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

Re: Relocated Conway Airport  
Interim Loan for Local Fund Requirements

Dear Mayor Townsell:

Attached for consideration a draft ordinance authorizing the \$7,500,000 loan for various projects at the Relocated Conway Municipal Airport as listed below:

<u>Year</u>	<u>Project</u>	<u>Estimated Cost</u>
2012	New Access Road	\$750,000
2012	Terminal Building	\$3,000,000
2013	Offsite Waterline	\$1,500,000
2013	Hangers (30 Bays)	\$1,300,000
2013	Fueling Facilities	\$300,000
2014	Maintenance Hanger	\$300,000
2014	Hangers (12 bays)	\$600,000
2014	Possible FBO Buyout	\$250,000
2014	Site Equip. & Maint. Bldg	\$150,000
2015	Hangers (12 bays)	<u>\$600,000</u>
TOTAL		\$8,750,000

Only limited funds may be available from the Arkansas Department of Aeronautics due to their reduced income. Our original budgets for the above items included approximately \$2,800,000 in ADA matching grants. It looks like we will be fortunate to get half that.

In response to our Request for Proposals for loan terms for interim financing for the various projects at the Relocated Conway Airport in the Lollie bottoms Area, five proposals were received were received. The RFP requested terms for a five year maximum term loan for up to \$7,500,000 with a balloon payment of principal plus all accrued interest upon the sale of the existing Cantrell Field Property (151 Acres).

*Mayor Tab Townsell*

*May 2, 2012*

*Page 2*

The loan was secured by Cantrell field property mortgage. The institutions responding along with their terms are as follows:

First Security Bank	1.92% fixed for 5 years
Summit Bank	2.50% fixed
Centennial Bank	2.75% fixed
Regions Capital Advantage, Inc.	variable @ 60.775% of One Month LIBOR + 122 bps (currently 1.36% variable) for first two years then fixed at current rate at final construction draw for 3 years.
Arvest Bank	variable rate @ 300 basic points over 30 day LIBOR. Max Loan @ 80% appraised value.

One of the above firms should be selected and a proposed promissory note prepared for review and approval.

Please advise if you have questions or need additional information.

Sincerely,

Ronnie Hall, P.E.





Request for Proposal

Bid for Loan Terms on a Promissory Note  
City of Conway, Arkansas

Due: Wednesday, May 2<sup>nd</sup>, 2012 @ 12:00pm

Interest rate on 5 year promissory note: 1.92% FIXED FOR 5 YEARS

I, MARK LOLLAR, \_\_\_\_\_ am authorized to submit this bid on behalf of

FIRST SECURITY BANK

---

Located at:

1001 FRONT STREET, CONWAY, AR 72032

( P.O. BOX 938 72033 )

By:

*M. Lollar*

Title:

SVP, Lending



Request for Proposal

Bid for Loan Terms on a Promissory Note  
City of Conway, Arkansas

Due: Wednesday, May 2<sup>nd</sup>, 2012 @ 12:00pm

Interest rate on 5 year promissory note: \* 2.5 %

I, Derrek Thomas am authorized to submit this bid on behalf of

Summit Bank

Located at: 201 Skyline Drive, Suite 38 Conway, Ar 72032

By: Derrek Thomas

Title: Conway Regional President

\* 2.5% interest rate that is tax exempt & bank qualified with qualified legal opinion at expense of city with other loan closing fees to be paid by city



Request for Proposal

Bid for Loan Terms on a Promissory Note  
City of Conway, Arkansas


Due: Wednesday, May 2<sup>nd</sup>, 2012 @ 12:00pm

Interest rate on 5 year promissory note: 2.75 %

I, Randy Crowell am authorized to submit this bid on behalf of

Centennial Bank

Located at: 620 Chestnut St. Conway, AR 72032

By:   
Title: Senior Vice President

## Regions Capital Advantage, Inc.

April 30, 2012

City of Conway, Arkansas  
1201 Oak Street  
Conway, AR 72023  
Attn: Felicia Rogers

### RE: Bid Terms on \$7,500,000 Promissory Note

Dear Ms. Rogers:

I am pleased to present this Term Sheet to support the City of Conway's financing request. This Summary of Terms and Conditions is for discussion purposes only and is not a commitment to lend by Regions Capital Advantage, Inc. ("RCA"). Any commitment is subject to RCA due diligence and RCA management approval. The following is a basic outline of the terms and conditions which are generally available at this time. These terms and conditions are subject to change, in RCA's sole and absolute discretion, at any time prior to the execution of a binding commitment or agreement, based on market, underwriting, collateral or other conditions.

<b>Borrower:</b>	City of Conway, Arkansas
<b>Amount:</b>	Up to \$7,500,000
<b>Purpose:</b>	To provide the financing for capital expenditures relating to the relocation of the Conway Airport.
<b>Term:</b>	Five year term with principal draw down annually during first two years. Interest only required annually. Principal fully repaid at maturity.
<b>Interest Rate:</b>	<p>The facility will be interest only, payable annually, for the five year term. For the first two years, interest will float at a tax exempt interest rate of 60.7750% of One Month LIBOR + 122 bps (currently 1.36%). For the remaining three years of the five year term, the City will have the option of either a floating or a fixed interest rate:</p> <p><b><u>Floating:</u></b> For the remaining three years at the above indicated floating rate.</p> <p><b><u>Fixed:</u></b> For the remaining three years, the fixed rate will be set no earlier than 30 days prior to the final construction draw, at the then current indicative market rate.</p>
<b>Security:</b>	The obligation will be secured by a General Obligation pledge of the City of Conway, Arkansas.

**Documentation:**

This term sheet is only a limited summary of certain points of a possible transaction. If the credit is approved and agreed upon, the documentation will contain other of RCA's customary provisions, including, but not limited to, representations and warranties, affirmative covenants, negative covenants, cross-collateralization and cross-default, all of which must be satisfactory to RCA in all respects. Certain due diligence items will also be required by RCA.

The borrower agrees to provide a budget for capital expenditures and improvements. Monthly draws are subject to customary construction protocol.

**Legal Fees:**

Prior to closing this financing, the Lender must be provided with an opinion, in form and substance satisfactory to the Lender and its counsel noting the General Obligation pledge of the City of Conway, Arkansas and the tax exempt status of the facility. The City agrees to pay all legal fees and expenses of the Lender associated with the review and closing of this transaction.

**Closing Costs:**

RCA will not incur any expenses whatsoever in connection with the application or the closing. Borrower will be required to pay all costs and expenses customary for the closing of the transaction, whether ultimately closed or not.

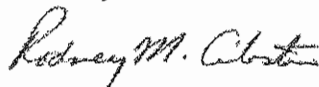
**Confidentiality:**

The Borrower agrees to keep this term sheet and all of its material terms confidential. The Borrower is not to disclose this term sheet or any of its material terms to anyone except as such disclosure is required by law or regulation or as a result of any legal or administrative procedure.

This term sheet is not to be construed as a commitment letter, but is for discussion purposes only. This term sheet and each of the terms contained herein may be rescinded or modified at any time by RCA in its sole and absolute discretion. Upon acceptance of this term sheet I will immediately seek approval of this facility.

I very much appreciate this opportunity to provide a Term Sheet to the City of Conway, Arkansas and I look forward to discussing in more detail at your convenience.

Sincerely,



Rodney M. Abston  
Vice President  
400 West Capitol Avenue  
Little Rock, Arkansas 72201  
501.371.3286  
rodney.abston@regions.com

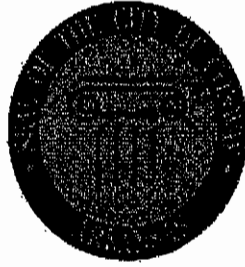
cc: Bo Buckner, Bliss Hicky, Bill Jeffs

The terms of this letter are acknowledged, accepted and agreed upon, effective as of the date of this letter.

**BORROWER:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





Request for Proposal

Bid for Loan Terms on a Promissory Note  
City of Conway, Arkansas

Due: Wednesday, May 2<sup>nd</sup>, 2012 @ 12:00pm

Interest rate on 5 year promissory note: see attached %

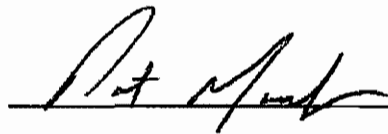
I, Pat Murphy am authorized to submit this bid on behalf of

Arvest Bank

Located at:

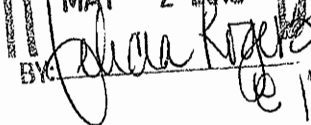
2590 Donaghey Avenue, Conway

By:



Title:

Community Market President

RECEIVED  
MAY - 2 2012  
BY   
@ 11:55am

# ARVEST<sup>®</sup>

---

## BANK

May 2, 2012

Variable interest rate is 300 basis points over 30 day LIBOR floating for five years

Loan to Value not to exceed 80% of appraised value

These terms are subject to final approval by appropriate levels of Arvest Bank underwriting.

RECEIVED  
MAY - 2 2012  
BY: *[Signature]* 11:52 AM

arvest.com

Member FDIC 

City of Conway  
Parks & Recreation Department  
Steve Ibbotson, Director  
10 Lower Ridge Road  
Conway, AR 72032  
[www.conwayparks.com](http://www.conwayparks.com)

## Memo:

**To:** Mayor Tab Townsell  
**CC:** City Council Members  
**From:** Steve Ibbotson  
**Date:** May 2<sup>nd</sup>, 2012  
**Re:** Curtis Walker Master Plan

---

I have attached proposals from Jacobs and Crafton Tull for the master plan preparation of Curtis Walker Park.

- Jacob's proposal was submitted with a cost of \$9,130
- Crafton Tull proposal was submitted with a cost of \$ 8,500

Jacob's proposal includes an alternative design and Crafton Tull does not.

It would be my recommendation to accept Jacob's proposal based on the past positive experience we have had working with them on the City of Colleges Park and Conway Station Park and the offering of an alternative design.

Thanks for your consideration.

Steve Ibbotson  
Director Parks and Recreation



April 25, 2012

RE: Curtis Walker Park Master Plan

Mr. Ibbotson:

Jacobs Engineering is particularly excited to submit this proposal for park master planning design services for Curtis Walker Park. The cultural and historical significance of this park is unique and offers distinctive theming opportunities. We believe our team is especially suited for this assignment you are seeking and are the best selection for this project as we offer the following:

- **Ball Park Master Planning Experience** on both constructed projects from design through construction at City of Colleges Park and Conway Station Park.
- **Sports Park Cost Estimating** data based on multiple built ball park projects within the past 3 years.
- **Project Manager** with sports-based / parks and recreation resume.
- We are **committed to outstanding service**- this is an important project to Jacobs!

We are prepared to begin this project immediately and complete the work within the time periods set by the City in order to meet the City's schedule.

We look forward to this opportunity to again work with the City of Conway.

Sincerely,

A handwritten signature in black ink that reads "Sally Horsey". The signature is fluid and cursive.

Sally Horsey, ASLA  
Project Manager

**PROPOSAL  
FOR  
PROFESSIONAL SERVICES**

**For  
Curtis Walker Park Master Plan  
Conway, Arkansas**

**April 25, 2012**

**I. PROJECT DESCRIPTION**

Jacobs Inc. ("Jacobs") will perform professional design services for the City of Conway ("City") for developing a Master Plan for Curtis Walker Park. The intent of this Master Plan is to prepare a plan that will guide the proposed development of the sports park and general park facilities on the property. Jacobs will work with the Parks and Recreation Department and City leaders in the preparation of the Master Plan. The Master Plan will include preliminary construction budget estimates for the park, to be used by the City in establishing phasing priorities and financial planning of the proposed improvements.

**II. SCOPE OF SERVICES**

**A. BASE MAP PREPARATION, SITE EVALUATION, AND PROGRAM DEVELOPMENT**

1. Jacobs will use an aerial photo for the base map and overlay any available site information provided by the City including, but not limited to the following: boundary surveys, property limits, topographic surveys, easements and right-of-ways, adjacent private development plans, buildings and structures, water and sewer maps, site drainage information, capital improvement programs, etc.
2. Jacobs will prepare an overall base map of the existing site to be utilized in developing the Master Plan.
3. Jacobs team members will conduct a walk-through of the existing site with City representatives to visually evaluate the existing site features, both on-site and off-site.
4. Based upon the site walk-through, Jacobs will prepare a hand sketched Site Analysis exhibit(s) documenting the opportunities and constraints of the existing site, and potential for redevelopment and/or new development of the sports complex.
5. The City will gather input from sports groups and organizations regarding development goals and program items for the overall sports complex and provide to Jacobs for development of concept plan alternatives.



6. Jacobs team members will attend one (1) meeting with City representatives to review the Site Analysis exhibit(s) and to discuss the range of program items and park amenities to be considered in the Master Plan.

#### B. CONCEPT MASTER PLAN ALTERNATIVES

1. Based upon the City approved vision, goals, and program priorities, the Jacobs design team will prepare 2 conceptual master plan alternatives for the potential development of the sports park.
2. Jacobs team members will attend one (1) meeting with City representatives to review the conceptual master plan alternatives.
3. The City will be responsible for public viewing of the alternatives and solicitation of public input if deemed necessary by the City for the planning process.

#### C. FINAL MASTER PLAN

1. Based on the input received from City representatives and additional input gathered by the City, Jacobs will prepare one (1) final master plan. This will be an illustrative site plan graphic hard copy and jpg file.
2. Jacobs will prepare an estimate of costs for construction of the proposed improvements of the final plan and work with the City in prioritization of phase elements if necessary.
3. Jacobs team members will attend one (1) meeting with City representatives to review and gain consensus on the conceptual master plan.

**III. BASIS OF COMPENSATION**

A.	Base Map Preparation, Site Evaluation, and Program Development	\$1,940
B.	Concept Master Plan Alternatives	\$4,440
C.	Final Plan	\$2,750
	<b>Total Basic Design Fee</b>	<b>\$9,130</b>

Reimbursable Expenses

(Reimbursable expenses such as printing, color copies, plotting, photography, courier/delivery, travel/mileage, meals, and mileage will be paid for at cost and are not included in the design fee.)

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**IV. ASSUMPTIONS**

- A. No site surveying or boundary work will be performed under this Scope of Services.
- B. No environmental or engineering services will be performed under this Scope of Services.
- C. No feasibility study or detailed assessment of existing infrastructure such as utilities, lighting, irrigation, etc. will be performed under this Scope of Services.
- D. No geotechnical engineering services or soils testing will be performed under this Scope of Services.
- E. This Scope of Services does not include any preparation of schematic design drawings, design development drawings, construction documents, specifications or bid documents.
- F. Jacobs will provide a digital image and/or hardcopy of each exhibit or concept alternative during the master planning process.

---

**SALLY B. HORSEY, ASLA**

Project Manager

**Jacobs**

**Education**

B.L.A., Landscape Architecture, 1995  
University of Arkansas - Fayetteville

**Professional Registration**

Registered Landscape Architect  
1996, AR, 188/ 2001, NV, 572/ 2010, OK 346/2010, CLARB #7960

**Organizations**

Arkansas Recreation and Parks Association  
American Society of Landscape Architects  
University of Arkansas School of Architecture Advisory Board 1996-1998

**Professional Experience:**

Ms. Horsey has more than thirteen years of experience working in parks and recreation related facilities, with twelve years as a professional landscape architect. She has recently finished managing projects totaling over \$12 million construction budgets. Her specific project experience includes park master planning and site planning, as well as planting, irrigation, grading and interpretive design.

An integral part of numerous projects in Arkansas and Nevada, Ms. Horsey provided master planning for 16 Arkansas State Parks as part of the State Parks Capitol Improvement Program and served as project manager for the trails system at the Las Vegas Springs Preserve, a 180-acre demonstration, education and research site. In addition to the many project she has managed, Ms. Horsey has led multi-disciplinary park projects and is skilled in the preparation of site studies, site analysis drawings, conceptual plans, contract documents, project specifications, cost estimates, preparation of construction documents and construction supervision.

**Relevant project experience includes:**

- **Boy's Baseball Park Master Plan (YBMA), Conway, AR; Project Manager.** Completed a 38-acre Young Business Men's Association Fairgrounds (YBMA) Park Master Plan for a redeveloped park in downtown Conway. The park will contain nine baseball fields, (8- 225' fields and 1-300' field). In addition to the ball fields, the project includes: parking in the interior of the complex, a green space, trophy area / amphitheater, walking trails, two-acre pond, large community playground, pedestrian entry features, drop off zone, pavilions, maintenance, Boys and Girls Club future location, streetscape, and signature field. An existing water tower and site drainage had to be dealt with in addition to typical site issues.
  - **Girls Softball Master Plan, Conway, AR; Project Manager.** Provided a master plan for this 26.5-acre site which will include five softball fields, pavilions, trails, and environmental education components, and tree house/ viewing platform.
  - **Conway Station Park, Conway, AR; Project Manager.** Currently working on construction documents for a 38-acre Young Business Men's Association Fairgrounds (YBMA) Park Master Plan for a redeveloped park in downtown Conway. The park will contain nine
-

baseball fields, (8- 225' fields and 1-300' field). In addition to the ball fields, the project includes: parking in the interior of the complex, a green space, trophy area / amphitheater, walking trails, two-acre pond, large community playground, pedestrian entry features, drop off zone, pavilions, maintenance, Boys and Girls Club future location, streetscape, and signature field. An existing water tower and site drainage had to be dealt with in addition to typical site issues.

- **City of Colleges Park, Conway, AR; Project Manager.** Provided preparation of construction documents and construction administration for a 26.5-acre site which includes five softball fields, pavilions, trails, and environmental education components, and tree house/ viewing platform. Amenities include pedestrian circulation, special paving, decorative railing, banner poles, planting and irrigation.
  - **Burns Park Master Plan and Needs Assessment, North Little Rock, AR; Project Manager.** Provided a system-wide parks and recreation needs assessment and currently preparing an updated Burns Park master plan for the 1,600-acre park. Provided system-wide park inventory of 36 parks and additional park-maintained properties within the city. The project included public input sessions, a random-selection telephone survey through a consultant, analysis and ranking of the survey results vs. the community's park and recreation needs, met with stakeholder groups, developed a park program, established a vision statement and goals, developed three conceptual plans, a preliminary plan, conducted public hearings, and currently preparing a final plan and cost estimates.
  - **Community Park, Bentonville, AR; Project Manager**  
Jacobs landscape architects are currently developing a master plan and construction documents for a renovation of Phillips Park in Bentonville, AR. The 50 acre sports facility will provide efficient layout of diamond sports with additional park activities to provide year round usage of both passive and active elements. Maximizing fields within the site, preservation of an existing historic field and wooded area, and a centralized family area key components as shown on the conceptual design.
  - **Phillips Park, Bentonville, AR; Project Manager**  
Jacobs landscape architects are currently developing a master plan for a renovation of Phillips Park in Bentonville, AR. The 50 acre sports facility will provide efficient layout of diamond sports with additional park activities to provide year round usage of both passive and active elements. Maximizing fields within the site, preservation of an existing historic field and wooded area, and a centralized family area key components as shown on the conceptual design.
  - **Arkansas State Parks Capital Improvement Program, Little Rock, AR; Landscape Architect.** Involved in master planning for 16 parks within the Arkansas State Parks system, including pedestrian and vehicular circulation, separation of park uses, preservation and protection of ecologically sensitive areas, and provided Arkansas State Parks with development to meet the needs of the park users.
  - **Route 66 Park, Edmond, OK; Landscape Architect.** Provided master planning for a 120 acre adult softball complex along the historic Route 66. The park will include 12 fields, lacrosse fields, environmental education zone, conference/education center and fishing lake. Site issues include site drainage, extreme elevation differences on site, flood
-

plain, and balance of cut/fill for fields. Construction documents are currently being prepared for this project.

- **Shawnee Regional Park, Shawnee, OK; Landscape Architect.** Currently providing master planning for a 180 acre regional park. The facility will provide parks and recreational needs for the city of Shawnee and surrounding areas. Both organized sports and passive recreation needs will be provided with baseball, soccer, multi-use fields, fishing, group camp zone, dog park, picnic area, and pavilion' s that provide fantastic views across the rolling hills.
  - **Hollywood Trail, Hot Springs, AR; Project Manager.** Provided design services for a one-half-mile recreation trail extension of the Hot Springs Creek Greenway for use by pedestrians, cyclists and hikers. This second phase of the Greenway master plan is 12 feet wide and runs between Hollywood Avenue and Chelsea Street. Connections are provided to adjacent neighborhoods with an overlook by Hot Springs Creek.
  - **Las Vegas Springs Preserve - Trails, Las Vegas, NV; Project Manager.** The Las Vegas Springs Preserve is a working showcase for our contemporary desert lifestyle. This landscape and architectural project encompasses a 180 acre demonstration, education and research site. Located within the city of Las Vegas, this project is headed by the Las Vegas Valley Water District. Providing complete architectural and engineering services for the designated trails system including way finding, ramadas, and interpretive stations.
  - **Hot Springs Regional Park Conceptual Plan, Hot Springs, AR; Project Manager.** Developed conceptual design for a regional park that included nine tournament ball fields, five tournament soccer fields, seven practice ball fields, nine practice soccer fields, and 18 micro-soccer fields. A trail system, fishing area, picnic areas and nature areas are also part of this conceptual plan sited on more than 480 acres of rolling hills and pastures with access to Lake Catherine.
  - **Rotary Centennial Trailhead, Hot Springs, AR; Project Manager.** Developed site plans for a trailhead located on the Hot Springs Creek Greenway that was funded by the local Rotary Club in honor of the organization's centennial anniversary. Design included a parking area and restrooms, promenade lighting, a wood rail-fence with rock columns, and low-maintenance groundcover. Provided construction documents for bidding.
  - **HWTP- Recreational Concept Master Plan, Hot Spring, AR: Landcape Architect.** Currently developing a conceptual master plan for the City of Hot Springs for passive use activities along Lake Catherine. Proposed activities include disc golf, hiking trails and associated amenities, overlooks, and pedestrian bridge connection.
  - **School Street Park at Rose City, North Little Rock, AR; Project Manager.** Created a neighborhood park adjacent to School Street in the Rose City neighborhood. Led public input session for park elements and developed conceptual master plan and cost estimates. Park included multi-use practice fields, skate park, basketball court, walking trail, picnic tables, pavilion, and playground.
-



### Scope & Fee Estimate for Curtis Walker Park Master Plan

<b>Project:</b>	Curtis Walker Park
<b>Client:</b>	City of Conway – Parks Department
<b>Project Location:</b>	1700 Museum Road Conway, Arkansas
<b>Discipline:</b>	Planning Department
<b>Discipline Manager:</b>	Dave Roberts, ASLA
<b>Project Manager:</b>	Julie Luther, AICP, ASLA
<b>Proposal Date:</b>	04/26/12
<b>Billing Type:</b>	Fixed Fee / Lump Sum
<b>Fee Estimate:</b>	\$8,500
<b>Description of the Construction Project:</b>	Planning process that results in final color master plan for Curtis Walker Park

#### TASK 1: PROJECT COMMENCEMENT

- 1.1 **Site Evaluation:** On site inventory & analysis of existing conditions and features to inform the development of proposed plans and details. Client will indicate the limit of work at this meeting.
- 1.2 **Project kickoff:** Meet with City & Program Representatives to discuss existing park uses and future programs for the 15 acre site. Client shall provide an Autocad boundary survey or equivalent.
- 1.3 **Base data preparation:** Preparation of a digital file using the client’s digital boundary survey with imported aerial data to establish a base file for the master planning process.

#### TASK 2: CONCEPTUAL MASTER PLAN

- 2.1 **Conceptual master plan:** Prepare a park master site plan showing existing uses and elements with proposed program elements for representation of future park improvements.
- 2.2 **Concept plan review:** Present master park plan to client group at one meeting for comments and approval.

#### TASK 3: FINAL MASTER PLAN

- 3.1 **Final master plan:** Color rendering techniques will be added to the plan for presentation quality graphics. Color rendering will be available in hard copy (24” x 36”) and digital format.
- 3.2 **Preliminary cost estimates:** Preparation of preliminary cost estimates of the approved plan.

Scope of Basic Services **does not** include the following:

1. Boundary and/or tree survey of existing site
2. Geotechnical Investigation
3. Re-zoning or re-classification of the site
4. Fees or permits
5. Construction documents or details
6. Grading and/or drainage design
7. Bidding or final pricing of work
8. Construction phase services, including construction administration, construction observation and/or construction staking
9. Preparation of “As-Built” drawings

**Should there be additions to this scope of services, those services shall be compensated for as additional fees.** See Exhibit “B” for fee schedule for additional services.

The Lump Sum noted herein accounts for labor, overhead, and profit. Compensation for direct expenses such as printing, reproduction, travel to the project site and other expenses related solely to the project are not included in the above lump sum fee and will be deemed reimbursable by the Client.

Additional services authorized in writing by the Client shall be invoiced using the CTA Standard Hourly Rates, as shown in the attached Exhibit "B" (see attached).

**Crafton Tull would be pleased to provide the following additional services:**

1. Phasing schedules
2. Topographical surveying
3. Architectural services (restrooms)
4. Civil Engineering services (parking & site grading)
5. Electrical & lighting design
6. Irrigation design & guidelines
7. Landscape design & guidelines
8. Wayfinding / Signage design based on the selected theme
9. Additional marketing material for grants or funding sources
10. Preparation of construction documents
11. Survey layout & field staking
12. Construction administration & inspection

**Upon City of Conway Board approval of the above scope & fee estimate, a short-form contract will be prepared and submitted to formalize the agreement.**



MEMO

CITY OF CONWAY

POLICE DEPARTMENT

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

**From:** Chief A.J. Gary

**Date:** May 1<sup>st</sup>, 2012

**Subject:** Notification of Grant Application

The Conway Police Department requests permission to file a joint application for the Edward Byrne Memorial Justice Assistance Grant Program/2012 with the Faulkner County Sheriff's office.

The application states that the funds awarded under this grant, in the sum of \$23,551, will be split between the two agencies (11,775.50). Should the funds be awarded, the Conway Police Department plans to use the funds for the purchase of the following equipment:

2 Pole Cameras	\$7,220.28
2 GPS Tracking devices	\$3,375.24
1 Taser	\$1,225.69





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

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

**WHEREAS**, the Conway Police Department needs approximately \$11,295 to replace two Computer Voice Stress Analyzers; and

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

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

**Section 1.** The City of Conway shall appropriate the following funds from the Asset Forfeiture Fund Balance Appropriation account 250-000-1010, into the Asset Forfeiture capital equipment expenditure account, 250-121-5910.

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

**PASSED** this 8<sup>th</sup> day of May, 2012.

**Approved:**

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

**Attest:**

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



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

**AN ORDINANCE APPROPRIATING FUNDS TO PURCHASE VERTEX VDI APPLIANCES, SOFTWARE,  
AND NETWORK SWITCHES; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

**WHEREAS**, In order to take advantage of current technology that will allow the connection between mobile devices used by the Police and Fire Departments, reduce the cost of ownership and administrative management of the city's network, the City of Conway has an immediate need to purchase Vertex VDI Appliances (Servers) and software for which funding has not previously been appropriated by Council action; and

**WHEREAS**, the City of Conway has an immediate need to replace network switches at several locations/Departments that have reached their end of life, and capacity for which funding has not previously been appropriated by Council action; and

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

**SECTION 1.** The City of Conway shall appropriate a total amount of \$95,600 from the General Fund Balance Appropriation (001.119.4900) to Computer Equipment/Software account (001.108.5930) for Vertex VDI Appliances (Servers), software, and network switches, at several locations on the city's Wide Area Network (WAN).

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

**PASSED** this 8<sup>th</sup> day of May, 2012.

**Approved:**

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

**Attest:**

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



**City of Conway, Arkansas  
Event Permit Application**

NB-1

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

**501.450.6110  
501.450.6145 (f)**

Any individual or organization planning to host or produce a festival or event which will be held on City of Conway property and utilize city personnel/resources must complete this application and return it **within 30 days of the event to the Mayor's Office, Attn: Jack Bell, 1201 Oak Street, Conway, AR 72032 for approval.** Any misrepresentation in this application or deviation from the final approved specifications and activities described herein may result in the immediate revocation of the approved permit. No application will be processed without the Hold Harmless Clause being signed and without the approval of the owner/operator of any location in which the event will be held. Please do not write on the back side of any page of this form. A \$100 refundable deposit is required. If event is held or cancellation notification is received at least 7 days prior to event, deposit will be returned.

**Event Name:** \_\_\_\_\_

**Event Date(s):** \_\_\_\_\_

**Event Producer:** \_\_\_\_\_

**Primary Contact:** \_\_\_\_\_  
(Primary contact is the person who is to be contacted regarding the application or event)

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone Day:** \_\_\_\_\_ **Night:** \_\_\_\_\_

**Cell:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Secondary Contact:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone Day:** \_\_\_\_\_ **Night:** \_\_\_\_\_

**Cell:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Event Location:** \_\_\_\_\_

**Event Types:** Check all that apply:

<input type="checkbox"/>	Not for Profit	<input type="checkbox"/>	Wedding Ceremony	<input type="checkbox"/>	Walk/Run Footrace
<input type="checkbox"/>	For Profit	<input type="checkbox"/>	Wedding Reception	<input type="checkbox"/>	Competition
<input type="checkbox"/>	Public	<input type="checkbox"/>	Meeting/Dinner	<input type="checkbox"/>	Parade
<input type="checkbox"/>	Private	<input type="checkbox"/>	Press Conference	<input type="checkbox"/>	Rally Demonstration
<input type="checkbox"/>	Concert	<input type="checkbox"/>	Auction	<input type="checkbox"/>	Festival
<input type="checkbox"/>	Trade Show/Expo	<input type="checkbox"/>	Block Party	<input type="checkbox"/>	Other _____
<input type="checkbox"/>	Movie/TV Production	<input type="checkbox"/>	Bicycle Event	<input type="checkbox"/>	Other _____

**Event Description** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<b>Event Duration</b>	<b>Hours of Operation</b>	<b>Start</b>	<b>End</b>
Starting Date: _____	Day 1	_____	_____
Ending Date: _____	Day 2	_____	_____
	Day 3	_____	_____
<b>Site Preparation</b>			
Starting Date: _____		Time: _____	
<b>Dismantle/Cleanup</b>			
Ending Date: _____		Time: _____	
<b>Total Attendance: _____ Peak Attendance: _____ Peak Time: _____</b>			

**Event Features:** Check all that apply

<input type="checkbox"/>	Alcoholic Beverages Served	<input type="checkbox"/>	Security Required
<input type="checkbox"/>	Alcoholic Beverages Sold	<input type="checkbox"/>	Street Closings
<input type="checkbox"/>	Carnival Rides	<input type="checkbox"/>	Temporary Electrical Service
<input type="checkbox"/>	Crowd Control Required	<input type="checkbox"/>	Temporary Restrooms
<input type="checkbox"/>	Elevated Noise Levels	<input type="checkbox"/>	Tents
<input type="checkbox"/>	Emergency Medical Services Required	<input type="checkbox"/>	Vendor Booths
<input type="checkbox"/>	Parade/March	<input type="checkbox"/>	Vendor Food
<input type="checkbox"/>	Fireworks	<input type="checkbox"/>	Other _____

**Hold Harmless Clause:**

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

The applicant ensures the compliance with the following:

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

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

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

<b><u>Event Permit Approval:</u></b>		
<b>Owner/Operator</b>		
<b>Approval Signature:</b> _____	<b>Location</b> _____	<b>Date:</b> _____
<b>Mayor's Office Approval:</b> _____	<b>Date:</b> _____	
<b>Conway Police Department Approval:</b> _____	<b>Date:</b> _____	