

Aldermen

Mayor Tab Townsell

City Attorney Michael Murphy

City Clerk/Treasurer Michael O. Garrett



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 – John Thompson  
Ward 3 Position 2 – Mary Smith  
Ward 4 Position 1 – Theodore Jones, Jr.  
Ward 4 Position 2 – Shelia Whitmore

City of Conway, Arkansas  
5:30pm -- Committee Meeting:  
Web International Presentation:  
City of Conway Website  
6:30pm -- City Council Meeting  
Courtroom in District Court Building  
810 Parkway, Conway, AR 72034  
October 14<sup>th</sup>, 2008

1. Call to Order
2. Roll Call
3. Minutes: *September 23<sup>rd</sup>, 2008*
4. Recognition of Guests: *Conway Police Department & Planning & Development*
5. Public Hearings:
6. Report of Standing Committees:
  - A. **Community Development Committee (Planning, Zoning, Permits, Community Development, Historic District, Streets, & Conway Housing Authority)**
    1. Ordinance waiving bids for the purchase and repair of traffic signal equipment for the Conway Street Department.
    2. Ordinance appropriating funds for the Conway Tree Board to pay for expenses associated with the 2008 Arbor Day celebration.
    3. Resolution establishing the intent of the City to annex land west of Mill Pond Road and East and South of Cresthaven subdivision.
    4. Resolution establishing the intent of the City to annex land west and north of South Donaghey Ave, south of Spring Valley and Justin Place subdivisions and east of South Salem Road.
    5. Resolution establishing the intent of the City to annex land west of East German Lane and North of East Siebenmorgen Road.
    6. Resolution establishing the intent of the City to annex land south of Bill Lucy Road, 225 feet east of Trison Road and 330 feet north of East Siebenmorgen.
    7. Resolution establishing the intent of the City to annex land east of Makenna Cove subdivision, south of Lower Ridge Road, west of East German Road and North of Bill Lucy Road.
    8. Discussion/Ordinance amending the sign ordinance of the Conway Zoning Ordinance.
  - B. **Public Service Committee (Sanitation, Parks & Recreation, & Physical Plant)**
    1. Consideration to approve bids for an articulated hauler for the Sanitation Dept.

2. Consideration to approve a boat dock permit for property located at 54 Hwy 25.
3. Consideration for approval for selling sponsorships for the scoreboards that will be located at the City of Colleges Park.
4. Consideration of a recommendation from Council for an unauthorized boat dock owned by Phillip Brown located at 26 Lakeview Drive.
5. Consideration to enter into a partnership with the Memphis Grizzlies to provide a youth basketball program with the Parks & Recreation Department.
6. Consideration of amending the agreement with Carter & Burgess to include architecture services for the new fairgrounds.

*(Information to be provided prior to meeting)*

**C. Public Safety Committee (Police, CEOC, IT Technology, Fire, Dist. Court & City Att., & Animal Control)**

1. Ordinance accepting a collection of the Arkansas Code for the City of Conway.
2. Ordinance appropriating funds for civil service expenses related to police testing for the City.
3. Ordinance waiving competitive bids for the purchase of two police vehicles for the Conway Police Department.
4. Consideration of the reclassification of Animal Welfare Offices & Managers.

**D. Personnel**

1. Consideration to enter into an agreement with JESAP/DB Squared for a job evaluation and salary administration program.
2. Ordinance appropriating funds for a job evaluation and salary administration program for the City of Conway.

**7. Old Business**

**8. New Business**

- A. Consideration to enter into an agreement with Energy Systems Group.
- B. Ordinance authorizing the execution and delivery of a guaranteed efficiency savings performance contract for the purpose of arranging for certain energy system upgrade at City Facilities.

**Adjournment**



**City of Conway, Arkansas  
Ordinance No. O-08-\_\_\_\_\_**

**AN ORDINANCE WAIVING BIDS FOR THE PURCHASE & REPAIR OF TRAFFIC SIGNAL PRODUCTS;  
DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

**WHEREAS**, the traffic signal industry is highly specialized and limited in available products are controlled by regional vendors; and

**WHEREAS**, Temple Inc. is the only available source for Siemens traffic control products and traffic camera products as well as other specialized products; and

**WHEREAS**, Mid American Signal is the only available source for the repair and purchase of autoscope camera systems and specialized equipment; and

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

**SECTION 1.** The City of Conway shall waive the requirement for obtaining competitive bids and shall accept Temple Inc. & Mid American Signal as the vendors for traffic signal and autoscope camera systems and specialized equipment purchase or repair.

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

**PASSED** this 14<sup>th</sup> day of October, 2008.

**APPROVED:**

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

**ATTEST:**

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



**City of Conway, Arkansas**  
**Ordinance No. O-08 - \_\_\_\_\_**

**AN ORDINANCE APPROPRIATING FUNDS FOR THE CONWAY TREE BOARD TO PAY FOR EXPENSES ASSOCIATED WITH THE 2008 ARBOR DAY CELEBRATION & OTHER TREE BOARD EXPENSES; AND FOR OTHER PURPOSES;**

**WHEREAS**, trees in our city increase property value, enhance the economic vitality of business areas, and beautify our community; and

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

**WHEREAS**, the funding for this has been previously appropriated by Council action;

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

**SECTION 1.** The City of Conway shall appropriate \$5000 from the (01.990) General Fund Appropriation Account (01.990) to the (01.108.739) Tree Board Account.

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

**PASSED** this 14<sup>th</sup> day of October, 2008.

**APPROVED:**

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

**ATTEST:**

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

## MEMORANDUM

**TO:** Bryan Patrick, Dir. Planning & Development  
City of Conway

**FROM:** Ouida Wright, Conway Tree Board  
Arbor Day Coordinator

**DATE:** October 6, 2008

**RE: Plans for Arbor Day 2008**

The annual Arbor Day Observance is scheduled for Saturday, November 1, 10:00 a.m. at Laurel Park. The Tree Board is planning for the event to be even bigger and more successful than last year's. We will again provide young trees for participants to "adopt" and take home for planting. We plan to have a variety of young trees available so participants can select the "right tree for the right location". There will be a brief program featuring the Mayor and a number of talented Conway students. Following the program, there will be activities for the whole family with inflated bounce houses, games, balloons, refreshments, art display, educational seminars, tree adoptions and tree planting.

Plans so far include the following:

- Purchase of:
  - 300-350 small trees (2 to 4-ft. tall) for participants to "adopt" and take home for planting
  - 25 larger trees (3 to 7-gallon) for schools and prizes
  - 10 large trees (10 to 25-gallon) for parks or other public spaces
  - 150 T-shirts to be awarded to participants (volunteers, program participants, art award winners, etc.)
  - Three banners to advertise the event
  - Refreshments for 300-350 people
  - Rental of inflated Bounce Houses
  - Arbor Day promotional items (pens, pencils, stickers, balloons, rulers, temporary tattoos, etc.)
- Program
  - Arbor Day Proclamation by the Mayor
  - Musical and dramatic performances by Conway students
  - Information on Arbor Day / Tree City USA
  - Announcement of Arbor Day Young Artist Award winners
    - Art display
    - Prizes awarded
  - Announcement of plans to identify Conway's "Champion Trees" in 2009

We are proposing a budget of \$5,000 for the event. We will also pursue sponsorship by some local businesses and organizations to assist with tree purchases or event activities.



**City of Conway, Arkansas**  
**Resolution No. R-08-\_\_\_\_\_**

**A RESOLUTION ESTABLISHING THE INTENT OF THE CITY OF CONWAY TO ANNEX CERTAIN LANDS WEST OF MILL POND ROAD AND EAST AND SOUTH OF CRESTHAVEN SUBDIVISION WHICH HAVE BEEN COMPLETELY SURROUNDED BY THE INCORPORATED LIMITS OF THE CITY OF CONWAY:**

**Whereas**, Act 314 of 1979 provides that unincorporated islands of land that have been completely surrounded by the incorporated limits of a municipality may be annexed by that municipality; and

**Whereas**, the City of Conway desires to annex certain lands more completely described below;

Part of the N ½ Section 2 T-4-N, R-14-W, Faulkner County, Arkansas more particularly described as: Commencing at the Southeast Corner of the SE ¼ SW ¼ of Section 35, T-5-N, R-14-W, Faulkner County, Arkansas as shown on survey plat by Tyler Surveying for Cresthaven Subdivision phase I recorded in the records of Faulkner County, Arkansas in plat book I, page 59; thence N 88-11-06 W 189.40 feet to a point of beginning; thence S-02-49-55 E 150 feet; thence N 88-16-02 W 175 feet; thence S-02-44-03 W 149.85 feet; thence S-02-41-27 W 462.84 feet; thence S-89-38-39 E approximately 60 feet; thence N-02-41-27 E 465 feet; thence N 88-11-06 E 115 feet to the point of beginning containing 1.2 acres, more or less.

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

**SECTION 1:** That the City of Conway does hereby declare its willingness to accept said lands as a part of the City of Conway, Arkansas, to be zoned **R-1**.

**SECTION 2.** That such lands shall not be annexed until such time as those streets within and abutting this property that are to be accepted for city maintenance and those streets that are to be accepted as public roads solely for the purpose of issuing building permits shall have been established and noted on the annexing ordinance.

**SECTION 3.** That such lands shall not be annexed until such time as it has been determined which parcels of property within the annexation have been created in accordance with the Subdivision Ordinance requirements and are therefore eligible for issuance of building permits.

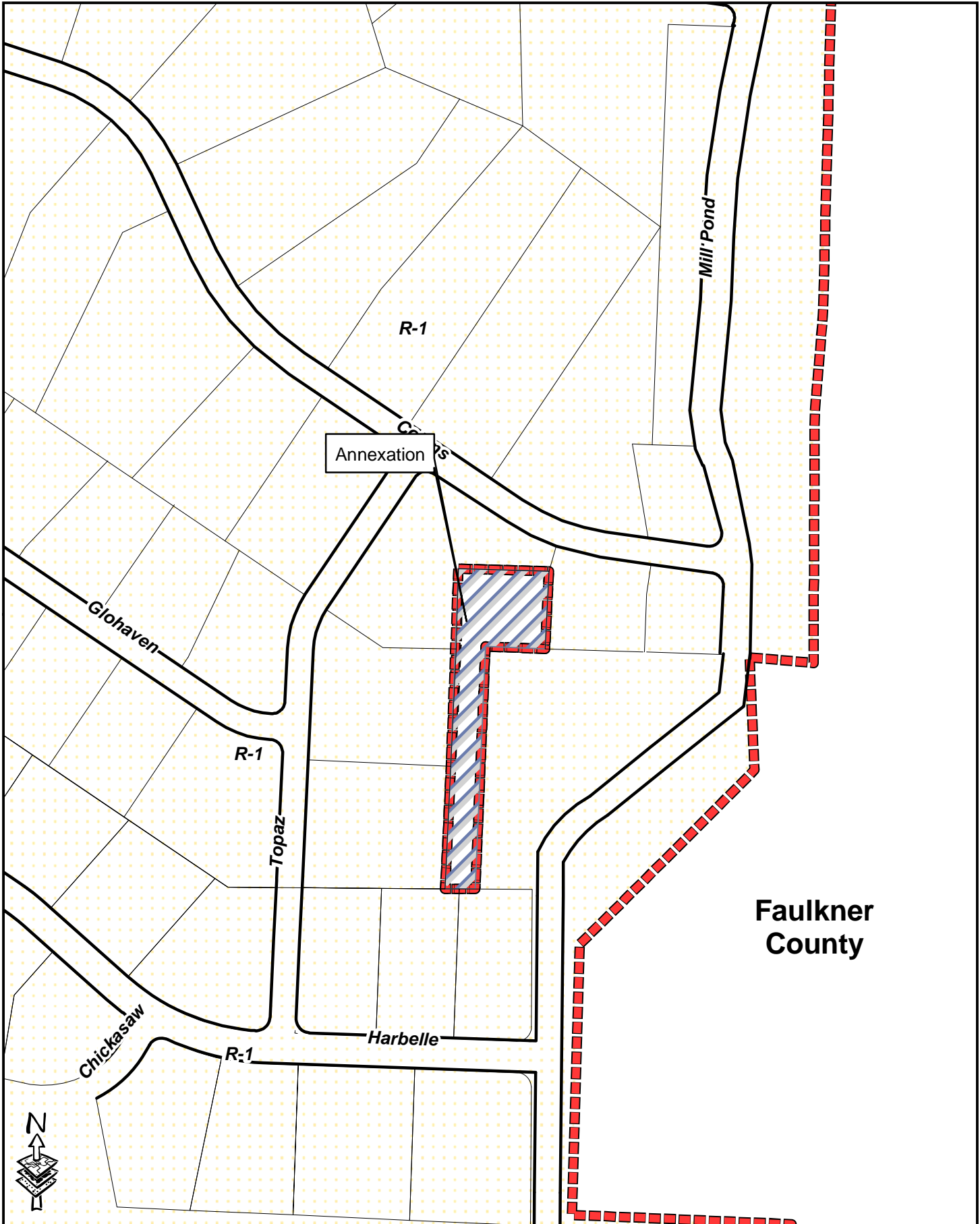
Passed this 14<sup>th</sup> day of October, 2008.

Approved:

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

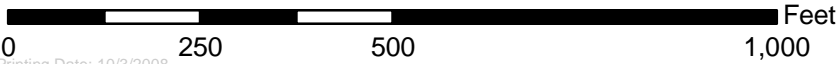
Attest:

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



**Faulkner  
County**

**Wilson Island  
Annexation to R-1**





**City of Conway, Arkansas**  
**Resolution No. R-08-\_\_\_\_\_**

**A RESOLUTION ESTABLISHING THE INTENT OF THE CITY OF CONWAY TO ANNEX CERTAIN LANDS WEST AND NORTH OF SOUTH DONAGHEY AVENUE, SOUTH OF SPRING VALLEY AND JUSTIN PLACE SUBDIVISIONS AND EAST OF SOUTH SALEM ROAD, WHICH HAVE BEEN COMPLETELY SURROUNDED BY THE INCORPORATED LIMITS OF THE CITY OF CONWAY:**

**Whereas**, Act 314 of 1979 provides that unincorporated islands of land that have been completely surrounded by the incorporated limits of a municipality may be annexed by that municipality; and

**Whereas**, the City of Conway desires to annex certain lands more completely described below;

Being a part of the SE  $\frac{1}{4}$  and the SW  $\frac{1}{4}$ , Section 23, T-5-N, R-14-W Faulkner County, Arkansas, more particularly described as beginning at the NW corner of the NW  $\frac{1}{4}$  SW  $\frac{1}{4}$ ; thence south along the centerline of South Salem Road (west line of NW  $\frac{1}{4}$  SW  $\frac{1}{4}$ ) approximately 550 feet to a point of beginning. Thence south along said centerline 115.83 feet; thence to a point N-89-44-00-E 414.9 feet; thence south 259.7 feet; thence to a point S-89-44-00-W 414.9 feet to the centerline of South Salem Road; thence south along said centerline 145 feet; thence to a point N-89-44-00-E 180 feet; thence South 150 feet; thence to a point S-89-44-00-W 180 feet; thence south 102 feet to the NW Corner of SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ ; thence southerly along the west line of said SW  $\frac{1}{4}$  SW  $\frac{1}{4}$  to the Southwest corner of SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ ; thence easterly along the south line to the Southeast corner of said SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ ; thence northerly along the east line of said SW  $\frac{1}{4}$  SW  $\frac{1}{4}$  400 feet; thence east 425 feet to the NW Corner of Lot 7 of the Pinnacle Ridge Subdivision; thence easterly along the north line of said subdivision 1425 feet to the NE Corner of Lot 1 of said subdivision; thence easterly 800 feet along the north property line of the OES property to a point approximately 400 feet north of the southwest corner of the SE  $\frac{1}{4}$  SE  $\frac{1}{4}$ ; thence continuing run parallel to the south line of said SE  $\frac{1}{4}$  SE  $\frac{1}{4}$  400 feet; thence to a point S-0-32-24-W 78.48 feet to the north right-of-way of South Donaghey Avenue; thence to a point S-69-42-4-E 73.65 feet to the centerline of South Donaghey Avenue; thence northeasterly along said centerline approximately 919 feet to the South right of way of a gravel drive (Celebration Church Property); thence along said gravel drive to a point S-80-55-24 W 444.37 feet; thence to a point S-83-35-07-W 156.26 feet; thence to a point N-89-37-03-W 87.55 feet; thence to a point S-85-12-33-W 44.41 feet; thence leaving said gravel road right of way North 496 feet to the Southeast corner of Lot 149 Spring Valley Sub. Phase I; thence westerly along the south line of the Spring Valley Subdivision 3005 feet to a point at the southwest corner of Lot 313 Spring Valley Sub. Phase II; thence northerly along the west line of said subdivision 900 feet to point at the Southeast corner of Lot 21 of the Justin Place Subdivision; thence westerly along the south line of Justin Place Subdivision 1322 feet to a point in the centerline of South Salem Road and the point of beginning containing 118.5 acres, more or less.

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

**SECTION 1:** That the City of Conway does hereby declare its willingness to accept said lands as a part of the City of Conway, Arkansas, to be zoned **A-1**.



**SECTION 2.** That such lands shall not be annexed until such time as those streets within and abutting this property that are to be accepted for city maintenance and those streets that are to be accepted as public roads solely for the purpose of issuing building permits shall have been established and noted on the annexing ordinance.

**SECTION 3.** That such lands shall not be annexed until such time as it has been determined which parcels of property within the annexation have been created in accordance with the Subdivision Ordinance requirements and are therefore eligible for issuance of building permits.

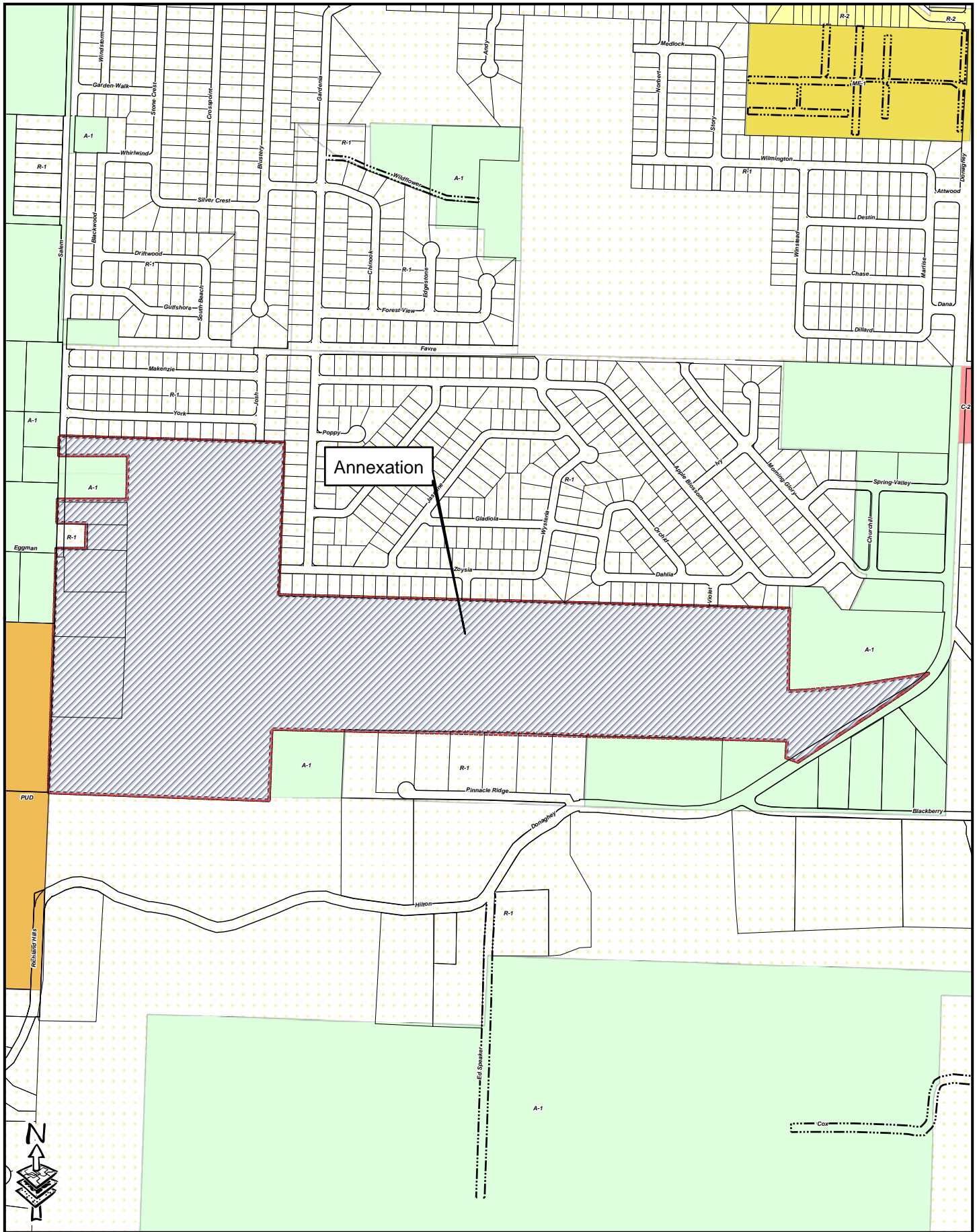
Passed this 14<sup>th</sup> day of October, 2008.

**APPROVED:**

**ATTEST:**

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

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



Annexation

**Jones, Moix, et al.  
Annexation to A-1**



**City of Conway, Arkansas**  
**Resolution No. R-08-\_\_\_\_\_**

**A RESOLUTION ESTABLISHING THE INTENT OF THE CITY OF CONWAY TO ANNEX CERTAIN LANDS WEST OF EAST GERMAN LANE AND NORTH OF EAST SIEBENMORGEN ROAD, WHICH HAVE BEEN COMPLETELY SURROUNDED BY THE INCORPORATED LIMITS OF THE CITY OF CONWAY:**

**Whereas**, Act 314 of 1979 provides that unincorporated islands of land that have been completely surrounded by the incorporated limits of a municipality may be annexed by that municipality; and

**Whereas**, the City of Conway desires to annex certain lands more completely described below;

Being part of the SE ¼ -- NE ¼, Section 5, T-5-N, R-13-W Faulkner County, Arkansas, more particularly described as beginning at the Southeast corner of said SE ¼ NE ¼; thence 445.00 feet West along the centerline of East Siebenmorgen Road; thence North 210 feet; thence approximately 455 feet east to the centerline of East German Lane; thence south approximately 220 feet to the point of beginning containing approximately 2.25 acres, more or less.

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

**SECTION 1:** That the City of Conway does hereby declare its willingness to accept said lands as a part of the City of Conway, Arkansas, to be zoned **A-1**.

**SECTION 2.** That such lands shall not be annexed until such time as those streets within and abutting this property that are to be accepted for city maintenance and those streets that are to be accepted as public roads solely for the purpose of issuing building permits shall have been established and noted on the annexing ordinance.

**SECTION 3.** That such lands shall not be annexed until such time as it has been determined which parcels of property within the annexation have been created in accordance with the Subdivision Ordinance requirements and are therefore eligible for issuance of building permits.

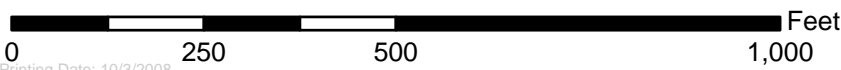
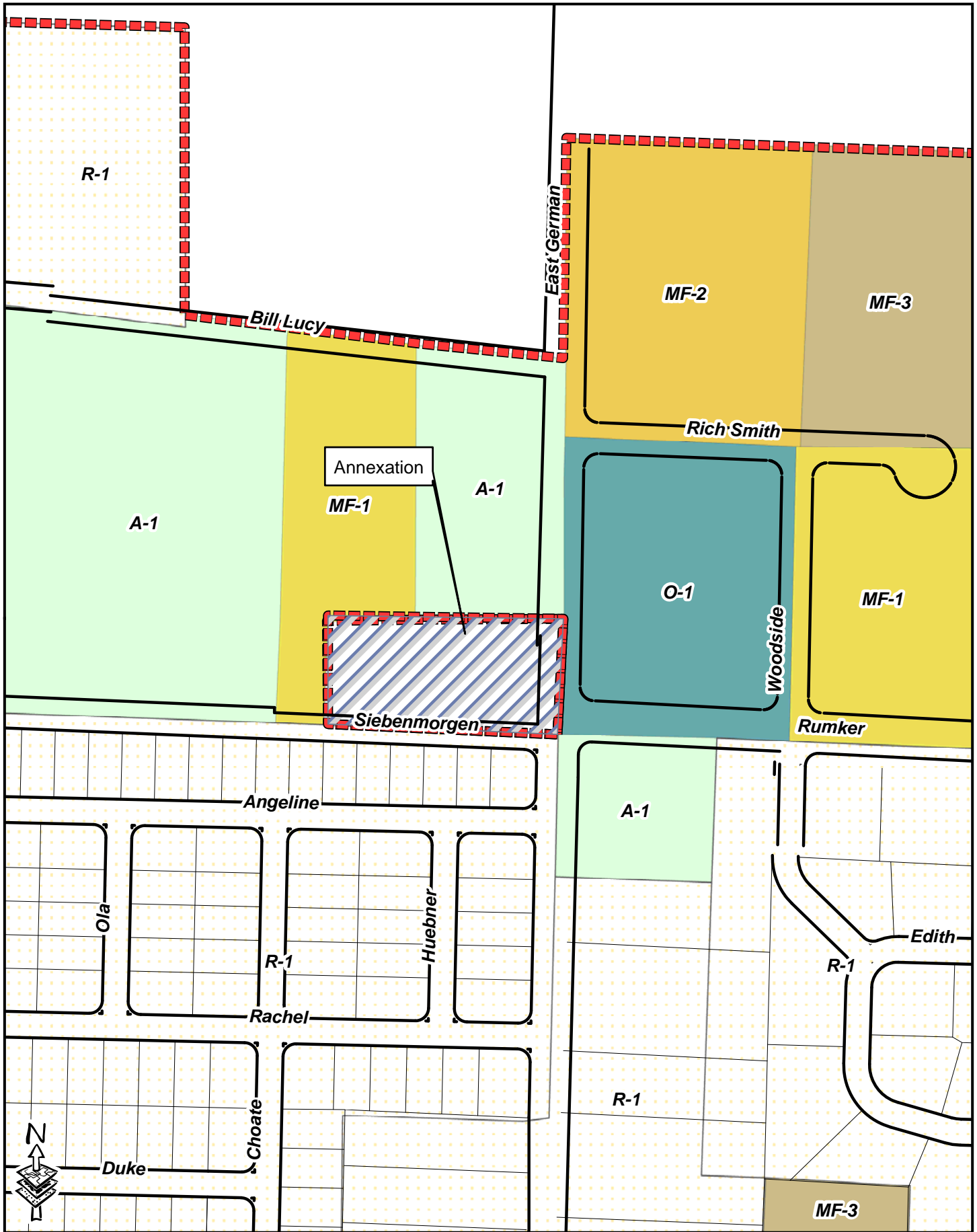
**Passed** this 14<sup>th</sup> day of October, 2008.

**APPROVED:**

**ATTEST:**

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

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



**Spradlin  
Annexation to A-1**



**City of Conway, Arkansas**  
**Resolution No. R-08-\_\_\_\_\_**

**A RESOLUTION ESTABLISHING THE INTENT OF THE CITY OF CONWAY TO ANNEX CERTAIN LANDS SOUTH OF BILL LUCY ROAD, 225 FEET EAST OF TRISON ROAD, AND 330 FEET NORTH OF EAST SIEBENMORGEN, WHICH HAVE BEEN COMPLETELY SURROUNDED BY THE INCORPORATED LIMITS OF THE CITY OF CONWAY:**

**Whereas**, Act 314 of 1979 provides that unincorporated islands of land that have been completely surrounded by the incorporated limits of a municipality may be annexed by that municipality; and

**Whereas**, the City of Conway desires to annex certain lands more completely described below;

Being part of the SW  $\frac{1}{4}$  -- NE  $\frac{1}{4}$  , Section 5, T-5-N, R-13-W Faulkner County, Arkansas, more particularly described as commencing at Southwest corner of said SW $\frac{1}{4}$  NE  $\frac{1}{4}$  and on the centerline of East Siebenmorgen Road; thence North along the west line of SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  296 feet; thence South 88 degrees 31 minutes 39 seconds 230 feet; thence North 00 degrees 00 minutes 00 seconds 29 feet to a point of beginning; thence South 88 degrees 31 minutes 39 seconds East parallel to the South line of said SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  approximately 825 feet; thence North 00 degrees 00 minutes 00 seconds approximately 495 feet to the centerline of Bill Lucy Road; thence northwesterly along said centerline approximately 815 feet; thence South approximately 540 feet to the point of beginning containing approximately 9.40 acres, more or less.

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

**SECTION 1:** That the City of Conway does hereby declare its willingness to accept said lands as a part of the City of Conway, Arkansas, to be zoned **A-1**.

**SECTION 2.** That such lands shall not be annexed until such time as those streets within and abutting this property that are to be accepted for city maintenance and those streets that are to be accepted as public roads solely for the purpose of issuing building permits shall have been established and noted on the annexing ordinance.

**SECTION 3.** That such lands shall not be annexed until such time as it has been determined which parcels of property within the annexation have been created in accordance with the Subdivision Ordinance requirements and are therefore eligible for issuance of building permits.

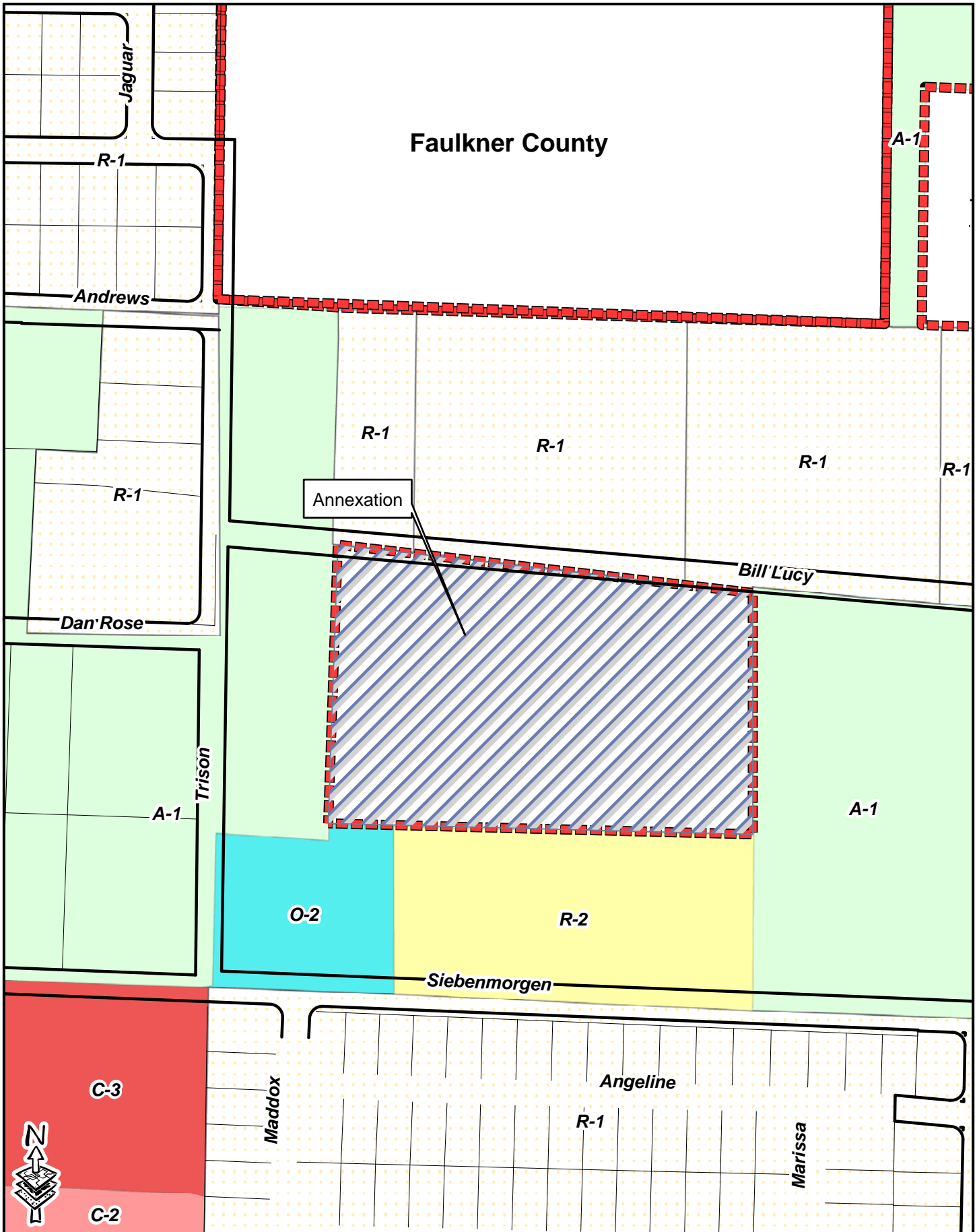
Passed this 14<sup>th</sup> day of October, 2008.

**APPROVED:**

**Attest:**

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

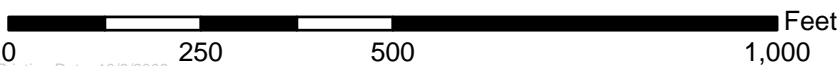
\_\_\_\_\_  
**Michael O. Garrett**  
**City Clerk/Treasurer**



Faulkner County

Annexation

**Schneblen-Davidson  
Annexation to A-1**





**City of Conway, Arkansas**  
**Resolution No. R-08-\_\_\_\_\_**

**A RESOLUTION ESTABLISHING THE INTENT OF THE CITY OF CONWAY TO ANNEX CERTAIN LANDS EAST OF MAKENNA COVE SUBDIVISION, SOUTH OF LOWER RIDGE ROAD, WEST OF EAST GERMAN ROAD AND NORTH OF BILL LUCY ROAD, WHICH HAVE BEEN COMPLETELY SURROUNDED BY THE INCORPORATED LIMITS OF THE CITY OF CONWAY:**

**Whereas**, Act 314 of 1979 provides that unincorporated islands of land that have been completely surrounded by the incorporated limits of a municipality may be annexed by that municipality; and

**Whereas**, the City of Conway desires to annex certain lands more completely described below;

Being part of the NE  $\frac{1}{4}$ , Section 5, T-5-N, R-13-W Faulkner County, Arkansas, more particularly described as all of the NW  $\frac{1}{4}$  NE  $\frac{1}{4}$  containing 40 acres, more or less.

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

**SECTION 1:** That the City of Conway does hereby declare its willingness to accept said lands as a part of the City of Conway, Arkansas, to be zoned **A-1**.

**SECTION 2.** That such lands shall not be annexed until such time as those streets within and abutting this property that are to be accepted for city maintenance and those streets that are to be accepted as public roads solely for the purpose of issuing building permits shall have been established and noted on the annexing ordinance.

**SECTION 3.** That such lands shall not be annexed until such time as it has been determined which parcels of property within the annexation have been created in accordance with the Subdivision Ordinance requirements and are therefore eligible for issuance of building permits.

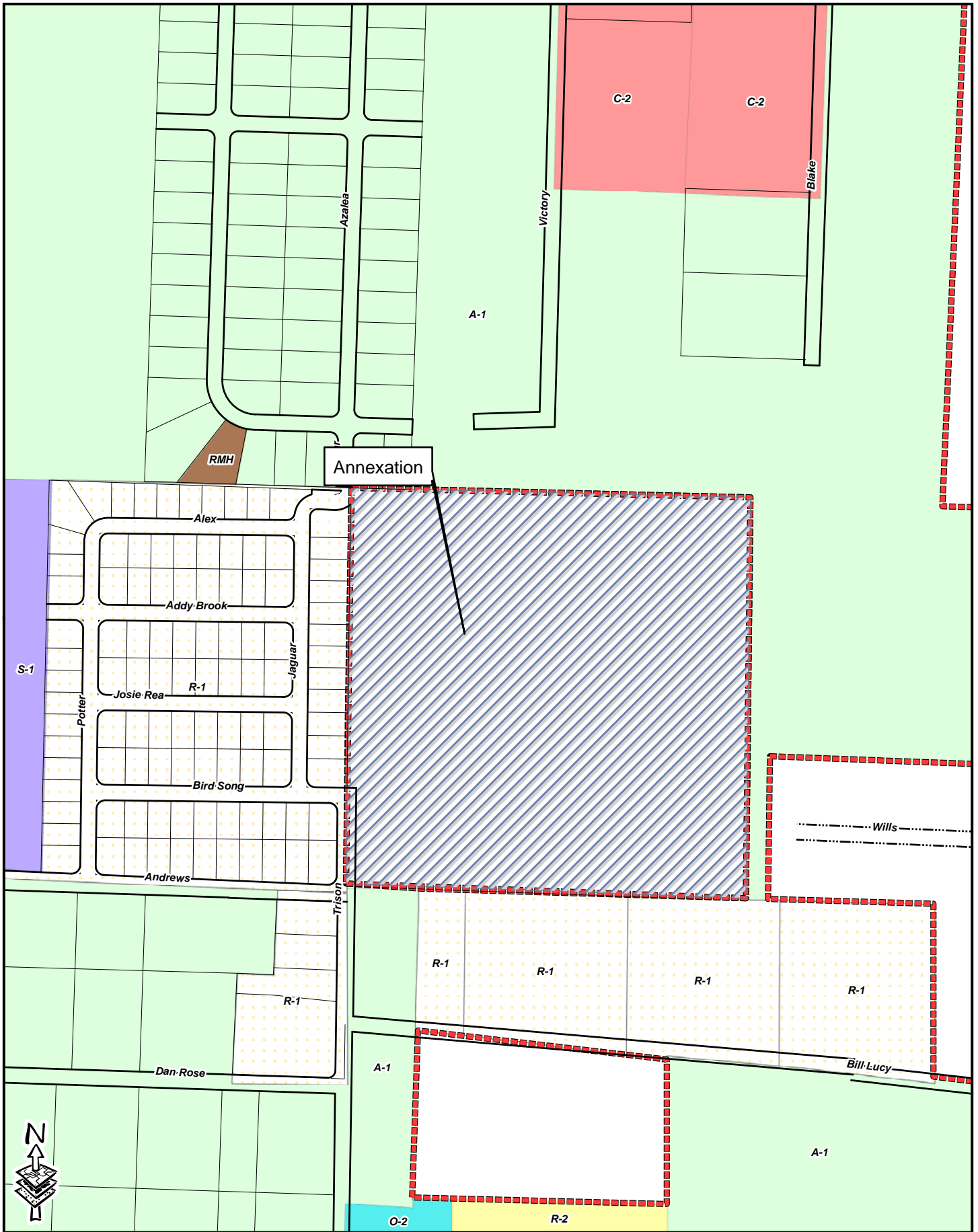
Passed this 14<sup>th</sup> day of October, 2008.

**APPROVED:**

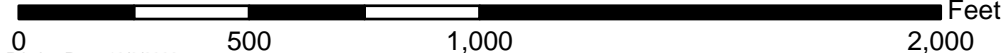
**ATTEST:**

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

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



**Freyaldenhoven  
Annexation to A-1**





**DRAFT**



**City of Conway, Arkansas  
Ordinance No. O-08-\_\_**

**AN ORDINANCE AMENDING THE SIGN ORDINANCE, SECTION 1301 OF THE CONWAY ZONING ORDINANCE O-94-54 ; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:**

**WHEREAS:** The City of Conway would like to amend the language of the Conway sign regulations further clarifying the prohibition and replacement of electronic message boards:

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

**SECTION 1.** Section 2.01, Sign Prohibited, is hereby amended to read as follows:

Section 2.01- Signs Prohibited

The following types of signs are prohibited in all districts:

- (1) Abandoned signs.
- (2) Pylon or single pole signs with the exception of on-premise interstate signs as allowed in Section 3.05.
- (3) Festoons and search lights. (Except as allowed in Sections 2.0.4 and 3.0.1).
- (4) Signs imitating or resembling official traffic or government signs or signals.
- (5) Snipe signs or signs attached to trees, telephone poles, public benches, streetlights, or placed on any public property or public right-of-way.
- (6) Animated, moving, flashing, blinking, reflecting, revolving, or any other similar sign.
- (7) Electronic message boards and electrically activated signs with the exception of static LED fuel price signs as allowed in the interstate zone. See Section 3.05.
- (8) Permanent sale or come-on signs.
- (9) Signs painted on fences or roofs.
- (10) Portable signs
- (11) Obscene signs
- (12) Inflatable Signs over ten (10) feet tall by ten (10) feet wide by ten (10) feet deep, or 1000 cubic feet.

**SECTION 2.** Section 2.07, Changeable Copy, is hereby amended to read as follows:

Section 2.07- Changeable Copy

Unless otherwise specified by this ordinance, any sign herein allowed may use manual changeable copy. Only one changeable copy area per sign is allowed. Electronic message boards and electronic numeric displays are prohibited with the exception of static LED fuel price signs within the interstate zone. See Section 3.05.

**SECTION 3.** Section 4.01, Determination of Legal Nonconformity, is hereby amended to read as follows:

**SECTION FOUR**

Nonconforming Signs

Section 4.01-Determination of Legal Nonconformity

- (1) A nonconforming sign is any permanent sign that was legally established and maintained in compliance with the provisions of all applicable laws in effect at the time of original installation but that

does not now comply with the provisions of this sign ordinance. This includes all signs; freestanding, wall, awning, etc.

(2) A legally established sign which fails to conform to this Ordinance shall be allowed continued use, except that the sign shall not be expanded, moved, or relocated, except in the case of street relocation.

(3) Non functioning, nonconforming electronic message boards shall not be replaced with another electronic message board either used or new.

SECTION 4. Section 6.06, Variances for Signs, is hereby amended to read as follows:

Section 6.06- Variances for Signs

No variances shall be allowed from the size area requirements of this ordinance. No variances concerning electronic message boards shall be allowed. A variance for any other requirement of this ordinance, i.e., height, location, ~~type~~, etc. may be applied for.

SECTION 5. Section 6.11, Inventory and Abatement, is hereby removed:

~~Section 6.11 Inventory and Abatement~~

~~Within six (6) months from the date of adoption of this Ordinance, the City shall commence a program to inventory and identify illegal or abandoned signs within its jurisdiction. Within sixty (60) days after this six (6) month period, the City shall commence abatement of identified illegal or abandoned signs.~~

SECTION 6. Section 8.0, Definitions, is hereby amended to read as follows:

Face of Sign- The area of a sign on which the copy is placed. This does not include the mounting structure. Face of Sign does not include an electronic message board or panel.

Message Board – The portion of a sign whose informational content can be changed or altered by manual, electric, electromechanical, or electronic means. See: Changeable signs. Electronic message boards are ~~not allowed~~ prohibited.

Changeable Copy Sign- A sign whose informational content can be changed or altered by manual, ~~or~~ electric, electromechanical, or electronic means. Changeable copy signs include the following types:

1. ~~Manual ly Activated~~ Changeable Copy Sign: Signs whose alphabetic, pictographic, or symbolic informational content can be changed or altered by manual means.
2. ~~Electrical ly Activated~~ Changeable Copy Sign: Signs whose alphabetic, pictographic, or symbolic informational content can be changed or altered on a fixed display surface composed of electrically illuminated or mechanically driven changeable segments, ~~includes the following two types:~~ including electronic message boards.

~~a. Fixed Message Electronic Signs: Signs whose basic informational content has been preprogrammed to include only certain types of information projection, such as time, temperature, predictable traffic conditions, or other events subject to prior programming.~~

~~b. Computer Controlled Variable Message Electronic Signs: Signs whose information content can be changed or altered by means of computer driven electronic impulses.~~

~~Electronic Message Center – see "Changeable Signs, Electrically Activated"~~

Electronic Message Board - A sign that uses changing light (including LEDs) to form a message, pictures, or logos in a display controlled by electronic means.

Message Board – The portion of a sign whose informational content can be changed or altered by manual, electric, electromechanical, or electronic means. See: Changeable signs. Electronic message boards are ~~not allowed~~ prohibited.

Noncommercial sign -A temporary sign which carries no message, statement, or expression related to the commercial interests of the sign owner, lessee, author or other person responsible for the sign

message. The message does not direct attention to a business operated for profit, or to a commodity or service for sale. A noncommercial sign shall not be an electronic message board.

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

SECTION 8. That 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 14th day of October, 2008.

**APPROVED:**

---

**Mayor Tab Townsell**

**ATTEST:**

---

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



**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*

October 8, 2008

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

Re: Articulated Hauler

Dear Mayor Townsell,

Bids were submitted at 10:00 am, Thursday, October 2, 2008 at Conway City Hall for a Articulated Hauler Three bids were submitted:

|                          |                 |
|--------------------------|-----------------|
| H & E Equipment Services | \$368,749.00ea  |
| J. A. Riggs Tractor      | \$375,000.00 ea |
| Hugg & Hall              | \$403,389.00 ea |

I recommend the bid from H & E Equipment Services, Inc. at \$368,749.00.

Please advise if you have questions or need additional information.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl Harrington".

Cheryl Harrington  
Sanitation Director

**Bid Summary**  
**Articulated Hauler**

**Bid #1 submitted by H&E Equipment Services, Inc.**  
**\$368,749.00**  
**Bid price held til 10/01/09**  
**Delivery time 30 days from P.O. date or sooner**

**Bid #2 submitted by J.A. Riggs Tractor**  
**\$375,000.00**  
**Delivery time 45 days**

**Bid #3 submitted by Hugg & Hall**  
**\$403,389.00**  
**Delivery time 30-45 days**

**I recommend the low bid from H&E Equipment Services, Inc. for \$368,749.00 be awarded.**



City of Conway – Sanitation Department

Articulated Hauler

Bid Number: 2008-45

Bid Opening Date: Thursday, October 2<sup>nd</sup>, 2008 @ 10:00am

Downstairs Conference Room

**TRADE-IN**

2004 Terrex TA27 / SN# A8501109 / Hours: 6734.

This truck can be viewed by calling 501.450.6155 and setting up an appointment at 4550 Hwy. 64W Conway, AR, prior to submitting bid quote(s).

(If necessary)

Bid Quote: \$403,389.<sup>00</sup>

Trade-in Allowance: \_\_\_\_\_

Total Cost after Trade in: \_\_\_\_\_

**Unsigned bids will be rejected:**

Authorized Agent Bidding on this project:

HUGG + HALL EQUIPMENT CO,

Company Name

TROY RHEA

Company Representative Name

Troy Rhea

Representative's Signature

7201 SCOTT HAMILTON DR      TROYR@HUGGHALL.COM  
Address      Email Address (LOWER CASE)

LITTLE ROCK, AR      72209  
City      State      Zip

(501) 562-1262      (501) 568-5760  
Telephone Number      Fax Number

OCTOBER 2, 2008

Date

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

City of Conway – Sanitation Department

Articulated Hauler

Bid Number: 2008-45

Bid Opening Date: Thursday, October 2<sup>nd</sup>, 2008 @ 10:00am

Downstairs Conference Room

TRADE-IN

2004 Terrex TA27 / SN# A8501109 / Hours: 6734.

This truck can be viewed by calling 501.450.6155  
and setting up an appointment at 4550 Hwy. 64W  
Conway, AR, prior to submitting bid quote(s).

(If necessary)

Bid Quote:  $\$368,749.00 + \$30,421.79 = \$399,170.79$  (8.25% SALES TAX)

Trade-in Allowance: NA

Total Cost after Trade in:  $\$399,170.79$  (INCLUDES SALES TAX)

**Unsigned bids will be rejected:**

Authorized Agent Bidding on this project:

H+E Equipment Services, Inc.  
Company Name

ERIC HALE  
Company Representative Name

*Eric Hale*  
Representative's Signature

2801 W. 65TH ST.      ehale@he-equipment.com  
Address      Email Address

LITTLE ROCK      AR      72209  
City      State      Zip

501-773-5760      501-568-0968  
Telephone Number      Fax Number

10/1/08  
Date

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

**City of Conway – Sanitation Department**

**Articulated Hauler**

**Bid Number: 2008-45**

**Bid Opening Date: Thursday, October 2<sup>nd</sup>, 2008 @ 10:00am**

**Downstairs Conference Room**

**TRADE-IN**

2004 Terrex TA27 / SN# A8501109 / Hours: 6734.

This truck can be viewed by calling 501.450.6155  
and setting up an appointment at 4550 Hwy. 64W  
Conway, AR, prior to submitting bid quote(s).

(If necessary)

Bid Quote: \$375,000.<sup>00</sup>

Trade-in Allowance: \$90,000.<sup>00</sup>

Total Cost after Trade in: \$285,000.<sup>00</sup>

**Unsigned bids will be rejected:**

Authorized Agent Bidding on this project:

J. A. Riggs Tractor

Company Name

JASON P. McDonald

Company Representative Name

J.P.M.

Representative's Signature

Address

Email Address

City

State

Zip

Telephone Number

Fax Number

Date

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



**APPLICATION FOR PRIVATE PIER OR BOAT HOUSE**

(Please type or print)

FIRST NAME & INITIAL RICHARD LAST NAME HOWE

INITIAL & MIDDLE NAME B

MAILING ADDRESS POB 447

CITY CONWAY STATE AR ZIP CODE 72033

LAKE STREET ADDRESS 54 HWY 25

CITY CONWAY ZIP CODE 72033

HOME PHONE 501 329 2422 <sup>Cell</sup> BUSINESS PHONE 501 499 0284

**I am applying for a permit to cover the following:**

(Please check) DOCK/PIER \_\_\_\_\_ SINGLE BOAT HOUSE  JT. BOAT HOUSE \_\_\_\_\_

*FLOATING BOAT DOCK w/ ROOF*

The structure is to be constructed on Beaverfork Lake, Sub-Division \_\_\_\_\_

Lot(s) \_\_\_\_\_, Block(s) \_\_\_\_\_, with materials composed of:  
WOOD \_\_\_\_\_, METAL \_\_\_\_\_, FIBERGLASS \_\_\_\_\_, OTHER \_\_\_\_\_

The Lake Beaverfork Caretaker may contact me to arrange to inspect my property and plans:

(phone) 501 499 0284 (address) 1674 SOUTH SALEM, CONWAY

Attached is a rough sketch of the structure I propose to build, indicating dimensions and distance from shoreline of lake. Enclosed is my remittance of \$ \_\_\_\_\_ to cover the permit.

I agree to comply with all items listed in the POLICIES ON LAND USE AROUND BEAVERFORK LAKE. I agree to remove the structure, if abandoned. I understand that I must renew my permit annually. Failure to comply with commission codes and regulations will result in cancellation of this permit and the removal of the structure.

*Richard B Howe*  
Applicant(s) Signature

DATE 08 04 08  
Month Day Year

*William R Howe*  
Applicant(s) Signature

City Engineer Approval \_\_\_\_\_ Date \_\_\_\_\_  
Lake Beaverfork Caretaker Approval J. M. P. Date 7/6/08  
Building Inspector Approval J. M. P. Date 10.3.08

**BOTH PROPERTY OWNERS MUST SIGN ON A JOINT BOAT HOUSE**

Complete Application form and return to: City of Conway  
Parks & Recreation Department  
Conway, AR 72032



**DEPARTMENT OF THE ARMY**  
**LITTLE ROCK DISTRICT, CORPS OF ENGINEERS**  
**GREERS FERRY PROJECT OFFICE**  
Win Hargis, Operations Project Manager  
P. O. Box 1088  
HEBER SPRINGS, ARKANSAS 72543-1088  
Phone: (501) 362-2416, Facsimile: (501) 324-6985

August 25, 2008

Mr. Richard Howe  
P.O. Box 447  
Conway, Arkansas 72033

Dear Mr. Howe:

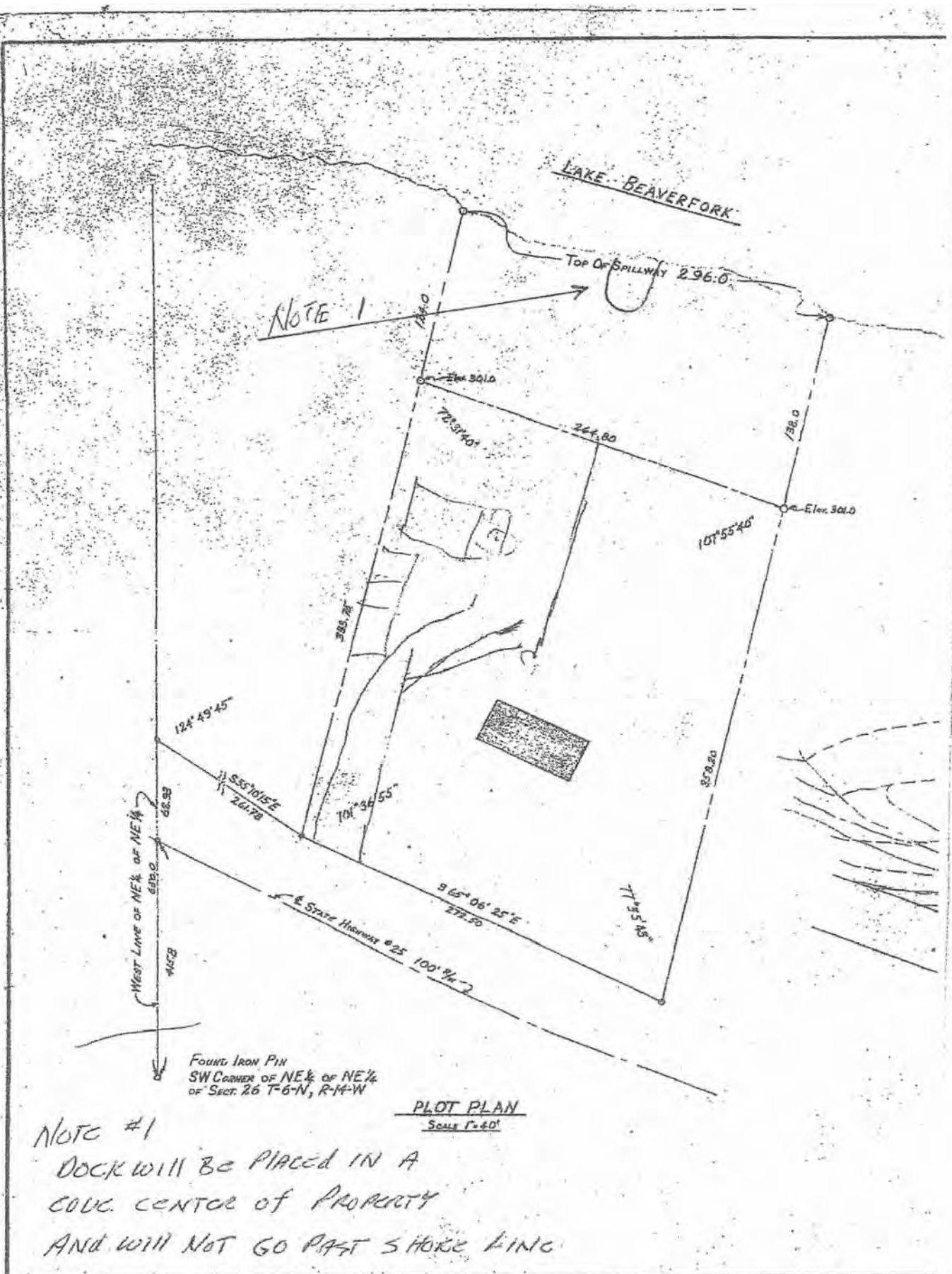
Please reference the boat dock you recently purchased from Mr. Mark Sommerfield. As you requested, this letter is to verify that, prior to its removal from Greers Ferry Lake, the dock in question appeared to be structurally sound and in good condition. The purpose for requiring the dock to be removed from the lake had nothing to do with its structural stability. The area where the dock was located was not allocated as a Limited Development Area (LDA), in other words, it was not in an area zoned for boat docks. Therefore, we asked Mr. Sommerfield to either remove the dock from the lake or relocate the dock to an LDA. Had the dock been in an LDA or if Mr. Sommerfield had requested to relocate the dock to an LDA, this office would have issued a permit for the dock to remain on Greers Ferry Lake. Since our Park Rangers are not certified engineers, we cannot address "engineering" type questions related to the dock.

If you have any questions or need additional information concerning boat docks on Greers Ferry Lake, please contact Natural Resources Specialist Brent Watkins at 501-362-2416.

Sincerely,

A handwritten signature in black ink, appearing to read "Benny Rorie", written over a circular stamp or mark.

Benny Rorie  
Lake Manager  
Greers Ferry Lake



NOTE 1

WEST LINE OF NE 1/4 OF NE 1/4

FOUND IRON PIN  
SW CORNER OF NE 1/4 OF NE 1/4  
OF SECT. 26 T-6-N, R-14-W

PLOT PLAN  
SCALE 1" = 40'

NOTE #1  
DOCK WILL BE PLACED IN A  
CORNER CENTER OF PROPERTY  
AND WILL NOT GO PAST SHORE LINE

RESIDENCE FOR M.R. C. MRS.

Yelenich  
Engineering  
Services

September 16, 2008

12017 Mundo Rd.


N.L.R., AR 72118

To: Richard Howe  
P.O. Box 447  
Conway, AR 72033

Re: Beaverfork Lake  
Boatdock and Ramp  
Structural Certification of Drawings

---

Lump sum due .....\$500.00



Stephen M. Yelenich, PE, M. ASCE, AISC  
Structural Engineer

Ph. 501-519-1300

Fax. 501-851-6925

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**Memo:**

To: Mayor Tab Townsell  
CC: Conway City Council  
From: Brian Knopp  
Date: October 6, 2008  
Re: Scoreboard Sponsorship for new Girl's Softball Complex

---

The Conway Parks Department would like to get city council approval for selling sponsorships for the scoreboards that will be placed at the new girl's softball complex at the City of Colleges Park.

These sponsorships are strictly revenue for the city and are not for the purpose of purchasing the scoreboards.

There will be five (5) fields located at the new girl's complex, one being a championship field. Each field has a scoreboard that will have a 30' tall x 12' long sponsorship section at the top of the scoreboard. We are recommending that these sections be sold to anyone interested in sponsoring a field for a 5-year span.

We are recommending that the fee be set at \$5,000, with the exception of the championship field which would be \$7,000. We recommend that the fee can be paid in one lump sum at the beginning of the agreement or can be paid on an annual basis over a designated length of time. We feel that allowing a sponsor to pay over a period of time would allow more potential businesses / individuals to be able to participate in the sponsorship program that might not be able to if they had to pay the full amount at one time.

We currently have five (5) sponsors that have shown interest in this idea. They include the University of Central Arkansas, Hendrix College, First State Bank, St. Joseph Schools and Central Baptist College. Central Baptist College would like to sponsor the championship field.

The sponsor would be responsible for the scoreboard if any changes were to incur during their 5-year agreement with the city. For example, if a business were to change names they would be responsible for the cost of changing their information.

The city attorney's office is in the process of drafting an agreement that would be used if the council approves this recommendation. When the individual agreements are signed they will be brought back before the council for individual approval.

A decision needs to be made on this as soon as possible so that we can meet the deadline set on us by the contractors needing to purchase the scoreboards.

The parks department feels this would be a benefit both to various businesses / individuals within our community as well as revenue to the city.

## SCOREBOARD AGREEMENT

This Agreement ("Agreement") is made entered into this day of \_\_\_\_\_, 2008 ("Effective Date"), by and between the City of Conway, a city of the first class organized under the laws of the State of Arkansas (hereinafter, "City"), and ABCD, an Arkansas Corporation (hereinafter, "Sponsor").

### RECITALS

WHEREAS, City will soon begin construction on a [softball/baseball] park facility located at [1234 XXX Avenue, Conway (hereinafter, "Park"); and

WHEREAS, Sponsor is a local [university/college/parochial school/bank]; and

WHEREAS, Sponsor wishes to place its name on one of the scoreboards located in the Park; and

WHEREAS, City desires to raise additional revenue with which to fund City operations and services;

WHEREAS, City desires to

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

#### 1. Term.

A. City hereby agrees to place Sponsor's name and any accompanying logo (hereinafter, "Logo") on a scoreboard of City's choosing at the Park for an "Initial Term" beginning \_\_\_\_\_ **[Start Date]** and ending \_\_\_\_\_ **[End Date]**.

City shall use its best efforts to place Logo on the Scoreboard as nearly as possible at the beginning of the Agreement term. If City is unable to timely install Scoreboard, rent shall abate for the period of delay. Sponsor shall make no other claim against City for any such delay.

B. Sponsor may renew the Agreement for one extended term of \_\_\_\_\_ **[Renewal Term]**, subject to City's sole discretion and approval. Under no circumstances shall City be required to renew the Agreement with Sponsor. Sponsor shall exercise such renewal option, if at all, by giving written notice to City not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Agreement.

#### 2. Rental.

A. Sponsor shall pay to City during the Initial Term rental of \_\_\_\_\_ **[Annual Rent]** per year, payable by lump sum for the Initial Term or in installments of \_\_\_\_\_ **[Annual Rent]** per year. Each installment payment shall be due in advance on the \_\_\_\_\_ **[Day of Month]** of \_\_\_\_\_ **[Month of Year]** during the Agreement term to City at **[1201 Oak Street, Conway, Arkansas 72032 or 10 Lower Ridge Road, Conway, Arkansas 72032]** or at such other place designated by written notice from City or Sponsor. The rental payment amount for any partial calendar year included in the Agreement term shall be prorated on a monthly basis. **[OPTIONAL:]** Sponsor shall also pay to City a "Security Deposit" in the amount of \_\_\_\_\_ **[Security Deposit]**.

B. The rental for any renewal Agreement term, if created as permitted under this Agreement, shall be \_\_\_\_\_ **[Annual Rent in Renewal Term]** per year payable by lump sum for the Renewal Term or in installments of \_\_\_\_\_ **[Annual Rent]** per year.

### 3. **Logo.**

Sponsor shall provide to City, **[within 30 days of the execution of this Agreement, or other time period]**, a visual representation of Sponsor's name, trademarks, trade symbols, or any other item of artwork Sponsor may wish to have placed on Scoreboard. Final design and installation of Logo shall be completed by City according to its sole discretion and approval.

### 4. **Assignment.**

Sponsor may assign this Agreement to another party with which Sponsor may merge or consolidate, to any subsidiary of Sponsor, to any corporation under common control with Sponsor, or to a purchaser of substantially all of Sponsor's assets. Except as set forth above, Sponsor shall not assign this Agreement in whole or in part without City's consent, such consent not to be unreasonably withheld or delayed.

### 5. **Repairs.**

During the Agreement term, City shall make, at City's expense, all necessary repairs to the Scoreboard. Repairs shall include such items as routine repairs of parts of the Scoreboard damaged or worn through normal use, acts of God, subject to the obligations of the parties otherwise set forth in this Agreement. During the Agreement term, Sponsor may request that City make changes or repairs, at Sponsor's expense, to appearance of Logo due to deterioration from natural elements, change in Sponsor's name or trade symbols, etc.

### 6. **Default.**

If default shall at any time be made by Sponsor in the payment of rent when due to City as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Sponsor by City, or if default shall be made in any of the other

covenants or conditions to be kept, observed and performed by Sponsor, and such default shall continue for thirty (30) days after notice thereof in writing to Sponsor by City without correction thereof then having been commenced and thereafter diligently prosecuted, City may declare the term of this Agreement ended and terminated by giving Sponsor written notice of such intention. Thereafter, City shall be free to enter into subsequent Agreements with other parties for services previously rendered according to this Agreement. City shall have, in addition to the remedy above provided, any other right or remedy available to City on account of any Sponsor default, either in law or equity. City shall use reasonable efforts to mitigate its damages.

**7. [OPTIONAL] Security Deposit.**

The Security Deposit shall be held by City without liability for interest and as security for the performance by Sponsor of Sponsor's covenants and obligations under this Agreement, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of City's damages in case of default by Sponsor. Unless otherwise provided by mandatory non-waivable law or regulation, City may commingle the Security Deposit with City's other funds. City may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Sponsor hereunder. Following any such application of the Security Deposit, Sponsor shall pay to City on demand the amount so applied in order to restore the Security Deposit to its original amount. If Sponsor is not in default at the termination of this Agreement, the balance of the Security Deposit remaining after any such application shall be returned by City to Sponsor. If City transfers its interest in the Premises during the term of this Agreement, City may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

**8. Notice.**

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to City to:  
City of Conway  
1201 Oak Street  
Conway, Arkansas 72032

If to Sponsor to:

---

**[Sponsor]**

---

**[Sponsor's Address]**



City and Sponsor shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

**9. Memorandum of Agreement.**

The parties hereto contemplate that this Agreement should not and shall not be filed for record, but in lieu thereof, at the request of either party, City and Sponsor shall execute a Memorandum of Agreement to be recorded for the purpose of giving record notice of the appropriate provisions of this Agreement.

**10. Headings.**

The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Agreement.

**11. Successors.**

The provisions of this Agreement shall extend to and be binding upon City and Sponsor and their respective legal representatives, successors and assigns.

**12. Consent.**

City shall not unreasonably withhold or delay its consent with respect to any matter for which City's consent is required or desirable under this Agreement.

**13. Final Agreement.**

This Agreement represents the entire understanding of the parties and all prior negotiations, discussions and representations are merged and incorporated herein. It may not be altered, amended or modified in any respect except by written instrument signed by the party to be bound, and shall be construed in accordance with the laws of the State of Arkansas. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, but all of such counterparts shall constitute one and the same instrument. The captions of the paragraphs hereof are for convenience only, and shall not be deemed a part of, or control, or alter, the text of this Agreement.

**14. Governing Law.**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Arkansas.

**15. Savings Clause.**

If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby, provided, that in the event such invalidity should either materially prejudice the rights of either party, or cause this Agreement to fail of its essential purpose, this Agreement shall thereby terminate and neither party shall thereafter have any rights or liabilities hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**CITY OF CONWAY/CONWAY PARKS & RECREATION DEPARTMENT**

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

MAYOR TAB TOWNSELL

**[SPONSOR]**

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

**[REPRESENTATIVE OF SPONSOR]**



## Memo:

To: Mayor Tab Townsell  
CC: Conway City Council  
From: James Burnside, Lake Beaverfork Caretaker  
Date: October 6, 2008  
Re: Unauthorized Boat Dock

---

The Conway Parks Department would like to get a recommendation from the City Council concerning the boat dock owned by Phillip Brown located at 26 Lakeview Drive.

Mr. Brown has done some work on his dock which changed the size of the dock without proper approval.

Mr. Brown was actually caught doing the changes last year and was told to halt construction until he met with me about the proper procedures. He agreed to do so. I went later the next week and he had finished the work. I called Mr. Brown and told him that he shouldn't have proceeded without the proper paperwork and that he needed to come see me.

Mr. Brown attempted to pay his fees this year but I did not receipt the payment due to the circumstances concerning his dock. He was contacted again and told he needed the documentation as stated in city ordinance. He said he was never given the paperwork that referenced getting an engineer approval and stamp, so that information was emailed to him. In August, the city attorney's office wrote a letter to Mr. Brown and there has still been no response.

I feel that I have done everything that I can do to get Mr. Brown to submit to the city the proper paperwork that is required for boat docks on Lake Beaverfork.



The Memphis Grizzlies are extremely pleased to enter into a professional sports partnership with the **Conway Parks and Recreation**. The partnership will consist of the **Conway Parks and Recreation** building a \$20 fee into the registration of their basketball program to receive benefits associated with the Jr. Grizzlies Basketball program. In addition the **Conway Parks and Recreation** will also collect money for any additional tickets that are ordered. These additional tickets will be priced at \$25 (reg. \$35) per ticket.

As a part of this partnership, **Conway Parks and Recreation** will receive:

- The use of the Jr. Grizzlies Logo for any and all promotional material relating directly to their basketball program. The **Conway Parks and Recreation** must submit any and all promotional material to the Grizzlies for approval before using the Logo.
- A Jr. Grizzlies reversible jersey for each participant.
- One (1) home game ticket (\$35 value) for each participant for March 21<sup>st</sup> vs Boston Celtics.
  - o Fan Experience – PrimeTime, 6:20PM - 6:40PM
  - o Fan Experience – 2 Fan Tunnels
- One (1) Jr. Grizzlies Basketball Clinic to be held at Conway Parks and Recreation Facility, Saturday, January 17<sup>th</sup>(Time TBD). *Conway Parks and Recreation must provide lunch for Instructors.*
- A Certificate of Participation for each individual in Jr. Grizzlies Program.
- A Coaches Clinic at the FedExForum, December 26<sup>th</sup>.
- Each participant with receive the Grizzlies Community Newsletter
- Discounted tickets at \$25 (reg. \$35) for family and friends of participants.

The Memphis Grizzlies will receive:

- \$20 per person registered
- \$25 per additional ticket for Family and Friends
- Access to the coaches of all teams in the league via mail and phone

This agreement is good only for the 2008-2009 NBA Season.

\_\_\_\_\_  
 Clint Brock Date  
 Program Director  
 Conway Parks and Recreation

\_\_\_\_\_  
 Brenden Reagan Date  
 Account Executive, Group Sales  
 Memphis Grizzlies



**City of Conway, Arkansas**  
**Ordinance No. O-08- \_\_\_\_\_**

**AN ORDINANCE ACCEPTING A COLLECTION OF THE ARKANSAS CODE; AND FOR OTHER PURPOSES**

**WHEREAS**, the City of Conway received a collection of 55 hardbound volumes containing the Arkansas Code of 1987 Annotated from Michael L. Murphy.

**WHEREAS**, budgetary authority has been granted for FY2008 and requested for FY2009 for the subscription service required for the upkeep of the Code.

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

**Section 1.** The City of Conway shall accept the Arkansas Code of 1987 Annotated and shall appropriate the same to the Office of the City Attorney.

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

**PASSED** this 14<sup>th</sup> day of October, 2008.

**APPROVED:**

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

**ATTEST:**

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



City of Conway, Arkansas

Ordinance No. O-08-\_\_\_

**AN ORDINANCE APPROPRIATING FUNDING FOR CIVIL SERVICE EXPENSES, DECLARING AN EMERGENCY;  
AND FOR OTHER PURPOSES:**

**WHEREAS**, the City of Conway has a need to pay for expenses related to the Civil Service Commission testing; specialty advertising to reach candidates for entry level police officer testing; written examinations for police department entry level testing; and publication of the entry level examination notice in the newspapers; for which funding has not previously been provided;

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

**SECTION 1.** The City of Conway shall appropriate \$6,000 from the General Fund Balance Appropriation Account (01.990), for specialty advertising, written examinations and publication of the entry level examination notices for Civil Service Commission police department entry level testing. Funds should be appropriated into the General Fund Civil Service operating account (01.106.296).

**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 14th day of October, 2008.

**APPROVED:**

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

**ATTEST:**

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



**City of Conway, Arkansas**  
**Ordinance No. O-08- \_\_\_\_\_**

**AN ORDINANCE WAIVING COMPETITIVE BIDS FOR THE PURCHASE OF TWO POLICE VEHICLES  
 FOR THE CONWAY POLICE DEPARTMENT; AND FOR OTHER PURPOSES**

**WHEREAS**, The Conway Police Department has a need for two vehicles (2008 Crown Victoria); however purchase from state contract is unavailable; and

**WHEREAS**, Legacy Ridge Ford of Texas has two fully equipped police vehicles for a cost of \$23,412 each; totaling \$46,824 including delivery; and

**WHEREAS**, vehicles will be funded by previously budgeted funds in the police department vehicle account 01.113.931; and

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

**Section 1.** The City of Conway shall waive the requirement for obtaining competitive bids and purchase two fully equipped 2008 Crown Victoria vehicles for a total amount of \$46,824 and utilize Legacy Ridge Ford of Texas as the vendor.

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

**PASSED** this 14<sup>th</sup> day of October, 2008.

**APPROVED:**

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

**ATTEST:**

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



6C-4

**CITY OF CONWAY**  
**OFFICE OF THE CHIEF OF POLICE**

1105 Prairie Street  
Conway, AR 72032  
(501) 450-6120  
FAX (501) 450-6196



**A. J. Gary**  
*Chief of Police*

**MEMORANDUM**

**TO:** Mayor Tab Townsell

**FROM:** Chief A.J. Gary 

**DATE:** September 22, 2008

**SUBJECT:** Reclassification of Animal Welfare Officers/Manager

It has come to my attention that the City of Conway's Animal Welfare Officers are currently being paid at a lower pay grade than the Code Enforcement & Parking Enforcement Officers. Due to the similarities in their job duties, I am requesting that the Animal Welfare Officer position be reclassified to a pay grade of 76, Code Enforcement Officer and that the Animal Welfare Manager position be reclassified to a pay scale of 36, Managers/Collections Manager.

I have attached a Reclassification Request for each AWU Officer and for the AWU Manager. The total additional funds required to fund these positions would be \$28,391.88 annually and \$2183.88 for the remainder of 2008.

I appreciate your consideration.





|   |                  |
|---|------------------|
|   | Service Proposal |
| X | Reclassification |

## City of Conway Service Proposal & Reclassification Request

Attach your back-up to this form when submitting Service Proposals and Reclassification Requests to the Budget Office.

|                                   |                |
|-----------------------------------|----------------|
| <b>Department / Division Name</b> | Animal Welfare |
|-----------------------------------|----------------|

|                  | Position Title | Pay Grade | Annual Salary |
|------------------|----------------|-----------|---------------|
| <b>Proposed:</b> | AWU Officer    | 76/7      | 35,106.00     |
| <b>Current:</b>  | AWU Officer    | 20/7      | 28,387.00     |

"Current" information needed for reclassification only

|                              |                |
|------------------------------|----------------|
| <b>Proposed Hourly Rate:</b> | <b>16.8779</b> |
|------------------------------|----------------|

**Estimated Cost of Position:**

|  |                 |
|--|-----------------|
| <b>Expenses:</b>   | 6,719.00        |
| Salary Cost (when reclass, calculate the difference between current & proposed only) |                 |
| Benefits   | 1,010.54        |
| <b>Total</b>   | <b>7,729.54</b> |

Note: When estimating benefits, see the 2009 Budget Kickoff Packet for the most recent rates.

| Estimated Operating Expenses: Account Number / Name | Amount   |
|---|----------|
|   |          |
|   |          |
|   |          |
|   |          |
|   |          |
| <b>Total Operating Expenses</b>                     | <b>-</b> |

| Estimated Capital Expenses: Account Number / Name | Amount   |
|---|----------|
|   |          |
|   |          |
|   |          |
|   |          |
| <b>Total Capital Expenses</b>                     | <b>-</b> |

|   |                 |
|---|-----------------|
| <b>Total Estimated Cost of New Position</b> | <b>7,729.54</b> |
|---|-----------------|

|   |                  |
|---|------------------|
|   | Service Proposal |
| X | Reclassification |

## City of Conway Service Proposal & Reclassification Request

Attach your back-up to this form when submitting Service Proposals and Reclassification Requests to the Budget Office.

|                                   |                |
|-----------------------------------|----------------|
| <b>Department / Division Name</b> | Animal Welfare |
|-----------------------------------|----------------|

|                  | Position Title | Pay Grade | Annual Salary |
|------------------|----------------|-----------|---------------|
| <b>Proposed:</b> | AWU Officer    | 76/2      | 28,707.00     |
| <b>Current:</b>  | AWU Officer    | 20/2      | 22,709.00     |

"Current" information needed for reclassification only

|                              |                |
|------------------------------|----------------|
| <b>Proposed Hourly Rate:</b> | <b>13.8013</b> |
|------------------------------|----------------|

**Estimated Cost of Position:**

|  |                 |
|--|-----------------|
| <b>Expenses:</b>   | 5,998.00        |
| Salary Cost (when reclass, calculate the difference between current & proposed only) |                 |
| Benefits   | 902.10          |
| <b>Total</b>   | <b>6,900.10</b> |

Note: When estimating benefits, see the 2009 Budget Kickoff Packet for the most recent rates.

| Estimated Operating Expenses: Account Number / Name | Amount   |
|---|----------|
|   |          |
|   |          |
|   |          |
|   |          |
| <b>Total Operating Expenses</b>                     | <b>-</b> |

| Estimated Capital Expenses: Account Number / Name | Amount   |
|---|----------|
|   |          |
|   |          |
|   |          |
| <b>Total Capital Expenses</b>                     | <b>-</b> |

|   |                 |
|---|-----------------|
| <b>Total Estimated Cost of New Position</b> | <b>6,900.10</b> |
|---|-----------------|

|   |                  |
|---|------------------|
|   | Service Proposal |
| X | Reclassification |

## City of Conway Service Proposal & Reclassification Request

Attach your back-up to this form when submitting Service Proposals and Reclassification Requests to the Budget Office.

|                                   |                |
|-----------------------------------|----------------|
| <b>Department / Division Name</b> | Animal Welfare |
|-----------------------------------|----------------|

|                  | Position Title | Pay Grade | Annual Salary |
|------------------|----------------|-----------|---------------|
| <b>Proposed:</b> | AWU Officer    | 76/4      | 31,267.00     |
| <b>Current:</b>  | AWU Officer    | 20/4      | 24,981.00     |

"Current" information needed for reclassification only

|                              |                |
|------------------------------|----------------|
| <b>Proposed Hourly Rate:</b> | <b>15.0323</b> |
|------------------------------|----------------|

**Estimated Cost of Position:**

|  |                 |
|--|-----------------|
| <b>Expenses:</b>   | 6,286.00        |
| Salary Cost (when reclass, calculate the difference between current & proposed only) |                 |
| Benefits   | 945.42          |
| <b>Total</b>   | <b>7,231.42</b> |

Note: When estimating benefits, see the 2009 Budget Kickoff Packet for the most recent rates.

| Estimated Operating Expenses: Account Number / Name | Amount |
|---|--------|
|   |        |
|   |        |
|   |        |
|   |        |
|   |        |
| <b>Total Operating Expenses</b>                     |        |

| Estimated Capital Expenses: Account Number / Name | Amount |
|---|--------|
|   |        |
|   |        |
|   |        |
|   |        |
| <b>Total Capital Expenses</b>                     | -      |

|   |                 |
|---|-----------------|
| <b>Total Estimated Cost of New Position</b> | <b>7,231.42</b> |
|---|-----------------|

|   |                  |
|---|------------------|
|   | Service Proposal |
| X | Reclassification |

## City of Conway Service Proposal & Reclassification Request

Attach your back-up to this form when submitting Service Proposals and Reclassification Requests to the Budget Office.

|                                   |                |
|-----------------------------------|----------------|
| <b>Department / Division Name</b> | Animal Welfare |
|-----------------------------------|----------------|

|                  | Position Title | Pay Grade | Annual Salary |
|------------------|----------------|-----------|---------------|
| <b>Proposed:</b> | AWU Manager    | 36/7      | 44,283.00     |
| <b>Current:</b>  | AWU Manager    | 6/7       | 38,606.00     |

"Current" information needed for reclassification only

|                              |                |
|------------------------------|----------------|
| <b>Proposed Hourly Rate:</b> | <b>21.2899</b> |
|------------------------------|----------------|

**Estimated Cost of Position:**

|  |                 |
|--|-----------------|
| <b>Expenses:</b>   | 5,677.00        |
| Salary Cost (when reclass, calculate the difference between current & proposed only) |                 |
| Benefits   | 853.82          |
| <b>Total</b>   | <b>6,530.82</b> |

Note: When estimating benefits, see the 2009 Budget Kickoff Packet for the most recent rates.

| Estimated Operating Expenses: Account Number / Name | Amount |
|---|--------|
|   |        |
|   |        |
|   |        |
|   |        |
|   |        |
| <b>Total Operating Expenses</b>                     | -      |

| Estimated Capital Expenses: Account Number / Name | Amount |
|---|--------|
|   |        |
|   |        |
|   |        |
|   |        |
| <b>Total Capital Expenses</b>                     | -      |

|   |                 |
|---|-----------------|
| <b>Total Estimated Cost of New Position</b> | <b>6,530.82</b> |
|---|-----------------|

## JESAP™ SOFTWARE License and Support Agreement

This JESAP™ SOFTWARE License and Support Agreement, hereinafter referred to as AGREEMENT, is made and entered into as of the dates set forth below by and between DB Squared, LLC, an Arkansas Limited Liability Company, hereinafter referred to as DB SQUARED, and

### City of Conway, Arkansas

hereinafter referred to as LICENSEE.

### WITNESSETH:

WHEREAS, LICENSEE is desirous of licensing JESAP™ SOFTWARE from DB SQUARED and receiving support for the JESAP™ SOFTWARE and DB SQUARED is desirous of providing said licenses and support services to LICENSEE, pursuant to the terms and conditions more particularly described herein;

NOW THEREFORE, for and in consideration of the premises, the terms and conditions herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, DB SQUARED and LICENSEE hereby agree as follows:

1. **Rates, Amounts and Taxes Applicable to this AGREEMENT.** The rates and amounts listed in this section constitute an offer by DB Squared that shall be null and void if not accepted by LICENSEE by the OFFER EXPIRATION DATE. Rates and amounts shown here do not include applicable federal, state or local taxes or any other type of tax which might be applicable to this agreement. Applicable taxes will be added at the time of invoicing.

|   |                           |
|---|---------------------------|
| The OFFER EXPIRATION DATE for this agreement shall be   | <b>10/15/2008</b>         |
| The EFFECTIVE DATE of this AGREEMENT shall be   | <b>10/1/2008</b>          |
| The EMPLOYEE COUNT on which this AGREEMENT is based is  | <b>455</b>                |
| The JESAP™ SOFTWARE License & Support Fee for 10/08-9/2009  | <b>\$13,350</b>           |
| The JESAP™ SOFTWARE License & Support Fee for 10/09-9/2010  | <b>\$11,125</b>           |
| The JESAP™ SOFTWARE License & Support Fee for 10/10-9/2011  | <b>\$11,125</b>           |
| The TERM OF THE AGREEMENT shall be  | <b>36 months</b>          |
| Training provided to LICENSEE at no additional cost shall be and be provided on line or in a regional training format | <b>4 hours</b>            |
| All applicable taxes shall be   | <b>Added at Invoicing</b> |
| The <b>optional</b> MARKET UPDATE FEE shall be and due upon completion of the market update <b>(Fall – 2008)</b>      | <b>\$3,000 per year</b>   |
| The <b>optional</b> JOHANSON GROUP CONSULTING FEE shall be and due upon invoice of services provided                  | <b>\$150.00 per hour</b>  |

## 2. Definitions

- 2.1 "**JESAP™ SOFTWARE**" means the object code version of the JOB EVALUATION AND SALARY ADMINISTRATION MODULE (Copyright © 2005 by DB Squared, LLC. All rights reserved), any UPDATES and UPGRADES thereto, and any related user guides, instructions, and reference materials provided to LICENSEE.
- 2.2 "**UPDATE**" means any subsequent minor modification of, or patch to, the JESAP™ SOFTWARE.
- 2.3 "**UPGRADE**" means any major new release of the JESAP™ SOFTWARE. The term UPGRADE does not include other MODULES.
- 2.4 "**MODULE**" means any software which constitutes a separate product offering by DB SQUARED.
- 2.5 "**JESAP™ METHODOLOGY**" means a methodology developed for the purpose of prescribing the process and structure for fairly and equitably determining job classification salary ranges and employee pay rates. The JESAP™ METHODOLOGY is proprietary to Johanson Consulting, Inc., d.b.a., Johanson Group, an affiliate of DB SQUARED.
- 2.6 "**LICENSEE**" means the legal entity which is a party to this AGREEMENT. It does not include subsidiaries of LICENSEE or other third parties. For the purposes of this AGREEMENT, the term "third party" means anyone other than LICENSEE.
- 2.7 "**EMPLOYEE COUNT**" means the number of employees on which this AGREEMENT is based. Fees for this AGREEMENT are based on this count.

## 3. Licenses

- 3.1 **JESAP™ SOFTWARE License.** DB SQUARED hereby grants LICENSEE a nonexclusive, nontransferable license to operate (but not to sublicense) the JESAP™ SOFTWARE on the computer platforms for which it was designed. Under this license, the JESAP™ SOFTWARE may be used with up to the number of employees specified in the EMPLOYEE COUNT in section 1 plus twenty percent.
- 3.2 **JESAP™ SOFTWARE License Termination.** DB SQUARED may terminate this JESAP™ SOFTWARE License if LICENSEE breaches this AGREEMENT. Upon termination of the license, LICENSEE shall cease using the JESAP™ SOFTWARE, and return to DB SQUARED or destroy all copies of the JESAP™ SOFTWARE, including copies in storage media, and any other JESAP™ confidential information, and provide DB SQUARED with written confirmation thereof. If this AGREEMENT is terminated for any reason prior to the end of the INITIAL TERM, the license will automatically terminate. Except as provided herein, if this AGREEMENT is terminated after the end of the INITIAL TERM, the license shall remain in force.
- 3.3 **Limitations on License.** LICENSEE may not: (a) disassemble, reverse engineer, decompile, modify, translate or create derivatives of the JESAP™ SOFTWARE; (b) operate the JESAP™ SOFTWARE in connection with any methodology other than the JESAP™ METHODOLOGY for which it was designed; or (c) permit any access to, or use of, the JESAP™ SOFTWARE by any third party. If LICENSEE violates provision (a) above, LICENSEE hereby quitclaims and assigns all intellectual property rights arising therefrom to DB SQUARED, and shall take all necessary steps to perfect DB SQUARED'S title therein. No rights are granted except as expressly set forth in this AGREEMENT, and no right or forbearance may be construed under any theory of implication, estoppel or otherwise.
- 3.4 **Ownership of JESAP™ SOFTWARE and JESAP™ METHODOLOGY.** The JESAP™ SOFTWARE and JESAP™ METHODOLOGY are owned by DB SQUARED and/or its affiliates. This AGREEMENT does not confer any ownership of the JESAP™ SOFTWARE or the JESAP™ METHODOLOGY to LICENSEE.

#### 4. Support and Training

- 4.1 **Generally.** DB SQUARED will provide the following support for the JESAP™ SOFTWARE licensed hereunder, in accordance with DB SQUARED'S standard software support policies, as may be amended by DB SQUARED from time to time in its sole discretion: (a) JESAP™ SOFTWARE UPDATES AND UPGRADES; (b) telephone and/or e-mail consultation on use of the JESAP™ SOFTWARE and JESAP™ METHODOLOGY; and (c) assistance in error isolation and correction.
- 4.2 **LICENSEE Support Obligations.** LICENSEE agrees to install UPDATES in a timely manner. LICENSEE agrees that if it does not comply with the provisions of this paragraph, it does so at its own risk. LICENSEE agrees to test and verify any suspected error or defect in the JESAP™ SOFTWARE and to report such errors or defects to DB SQUARED in a timely manner. Upon request, LICENSEE agrees to provide DB SQUARED with reasonable assistance in reproducing such errors or defects.
- 4.3 **Limitations.** DB SQUARED'S support is limited to the JESAP™ SOFTWARE and JESAP™ METHODOLOGY, and does not cover hardware, operating systems, or third party software.
- 4.4 **Training.** DB SQUARED will provide training on the use of the JESAP™ SOFTWARE AND JESAP™ METHODOLOGY to LICENSEE as specified in section 1 of this AGREEMENT.
- 4.5 **Market Updates.** If LICENSEE has elected in section 1 to receive market updates, then 1) DB SQUARED agrees to provide market updates to LICENSEE once per year during the term of this AGREEMENT, and 2) LICENSEE agrees to provide salary data to DB SQUARED once per year during the term of this AGREEMENT. LICENSEE understands that said salary data will be included in a study which will be made available to clients of DB SQUARED and/or its affiliates and that LICENSEE is not entitled to remuneration for the use of said salary data. DB SQUARED agrees that it will make said salary data available only in a consolidated form using market averages and that it will not publish the details of any specific LICENSEE'S salary data. Salary data to be provided to DB SQUARED by LICENSEE shall include the following: job titles used by LICENSEE, salaries associated with employees having said job titles and points associated with said job titles. Salary data will not include employee names.
- 4.6 **UPDATES and UPGRADES.** LICENSEE shall be entitled to UPDATES and UPGRADES to the JESAP™ SOFTWARE only as long as 1) this AGREEMENT remains in force, 2) the LICENSEE has not been notified that they are in breach of this AGREEMENT, and 3) all fees which are due to DB SQUARED from LICENSEE have been paid.

#### 5. Fees and Timing of Payments

- 5.1 **JESAP™ SOFTWARE License Fee.** The Software License Fee is based on the EMPLOYEE COUNT specified in section 1 and is a one-time fee which is due and payable at the signing of this AGREEMENT. This fee is non-refundable.
- 5.2 **JESAP™ SOFTWARE Support Fee.** The Software Support Fee is based on the EMPLOYEE COUNT specified in section 1 and is a monthly fee which is due and payable each month prior to the beginning of the month in which support is rendered.
- 5.3 **MARKET UPDATE FEE.** The MARKET UPDATE FEE is based on a flat dollar amount as specified in section 1 and is a monthly fee which is due and payable each month prior to the beginning of the month during the life of this AGREEMENT. If no MARKET UPDATE FEE is charged to LICENSEE, then no market update service will be provided to LICENSEE under this AGREEMENT.

## 6. Term and Termination of AGREEMENT

- 6.1 **Term.** This AGREEMENT will take effect upon the date specified above and will remain in effect for a minimum amount of time referred to as the INITIAL TERM of the AGREEMENT, as specified in section 1 of this AGREEMENT, after which the AGREEMENT will remain in force on a month to month basis until such time as the AGREEMENT is terminated by either party.
- 6.2. **Termination.** Either LICENSEE or DB SQUARED may terminate this AGREEMENT upon completion of the INITIAL TERM by a thirty (30) day written notice to the other party. DB SQUARED may terminate this AGREEMENT at any time if LICENSEE breaches this AGREEMENT and fails to cure such breach within thirty (30) calendar days following notice of such breach.
- 6.3 **Survival of Obligations.** The following provisions will survive termination of this Agreement for any reason: (a) Sections 3.3, 4.3, 7.1, 7.2, 8.2, 8.3, 8.4 and 9 (all paragraphs); and (b) any provision that expressly indicates it will survive.

## 7. Confidentiality and Proprietary Notices

- 7.1 **Nondisclosure and Nonuse.** The JESAP™ SOFTWARE, the JESAP™ METHODOLOGY, and the details of the use, operation and performance thereof, are confidential to DB SQUARED and its affiliates. To the extent the analyses and outputs produced by the JESAP™ Software are or become subject to laws and regulations pertaining to privacy, consumer information, or otherwise, they may constitute confidential information of LICENSEE's salary administration program. LICENSEE may allow its employees and contractors ("personnel") access to confidential information provided that: (a) such access is limited to a "need to know" basis; (b) all such personnel are bound under confidentiality and non-use restrictions substantially similar to those contained herein; and (c) upon termination of any personnel, such personnel no longer retain access to any confidential information. LICENSEE may not use or disclose to any third party any confidential information associated with the JESAP™ SOFTWARE or the JESAP™ METHODOLOGY except as permitted by this AGREEMENT or as authorized by the prior written consent of DB SQUARED.
- 7.2 **Proprietary Marks.** LICENSEE agrees not to alter, change, or remove from the JESAP™ SOFTWARE any proprietary mark of DB SQUARED or its affiliates, including, patent, copyright, trade secret, trademark, or other intellectual property right notices.

## 8. Warranty; Indemnification

- 8.1 **Warranties.** DB SQUARED warrants, during the term of this AGREEMENT, that: (a) the media on which the JESAP™ SOFTWARE is delivered, if any, is free from defects in workmanship and materials; and (b) the JESAP™ SOFTWARE licensed hereunder shall operate substantially in accordance with the specifications contained in the documentation accompanying the JESAP™ SOFTWARE. LICENSEE'S sole remedy for breach of the warranties shall be, at DB SQUARED'S sole discretion: (i) replacement of the defective media; or (ii) modification of either the program code of the JESAP™ SOFTWARE or the associated documentation to bring them into compliance with each other.
- 8.2 **DISCLAIMER.** EXCEPT FOR THE PROVISIONS OF PARAGRAPH 8.1, NO REPRESENTATIONS OR WARRANTIES ARE MADE, OR MAY BE IMPLIED, WITH RESPECT TO THE SOFTWARE AND/OR ANY SERVICES PROVIDED HEREUNDER. DB SQUARED SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DB SQUARED, ITS DEVELOPERS AND AFFILIATES WILL NOT BE HELD LIABLE FOR ANY LIABILITY OR OUTCOME FROM LICENSEE'S USE OF THE JESAP™ SOFTWARE AS A MANAGEMENT SALARY ADMINISTRATION TOOL.
- 8.3. **HOLD HARMLESS.** LICENSEE SHALL HOLD DB SQUARED, ITS DEVELOPERS, AND AFFILIATES HARMLESS FROM ANY LOSS OR CLAIM RESULTING DIRECTLY FROM AND ATTRIBUTABLE TO LICENSEE'S USE OR POSSESSION OF THE JESAP SOFTWARE AND SHALL REIMBURSE DB SQUARED FOR THE LOSS CAUSED SOLELY BY LICENSEE'S USE OR POSSESSION OF THE JESAP SOFTWARE.



8.4 **LIMITATION ON LIABILITY.** EXCEPT FOR BREACHES OF SECTION 3.3, or 7.1, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE OR DATA, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. **General Terms**

9.1 **Assignment.** Licensee may not assign any right or delegate any obligation under this AGREEMENT, or transfer this AGREEMENT, without prior written consent of DB SQUARED, and any such attempt shall be void.

9.2 **Waiver.** The failure of a party to enforce its rights with respect to a breach hereunder shall not constitute a waiver with respect to any other occurrence of breach. Except as otherwise specified, the rights and remedies of a party under this AGREEMENT are in addition to any other rights or remedies available at law or in equity

9.3 **Governing Law.** This AGREEMENT will be governed by the laws of the State of Arkansas, U.S.A., without regard to choice of law/conflict of law principles. Each party submits to the jurisdiction of the federal and state courts in Washington County, Arkansas, and agrees that any action brought in connection with this AGREEMENT shall be exclusively brought in such courts.

9.4 **Severability.** In the event that any provision of this AGREEMENT is found to be invalid or unenforceable, it will be enforced to the extent permissible and the remainder of this AGREEMENT shall remain in full force and effect.

9.5 **Modifications.** Any modification of this AGREEMENT must be in writing and executed by an authorized representative of both parties.

9.6 **Construction.** The headers of this AGREEMENT are for convenience only. The verb "to include" (and all variations thereof) shall not be construed as a term of limitation, unless expressly indicated by the context in which it is used.

9.7 **Compliance with Applicable Laws.** LICENSEE shall at all times comply with all applicable laws and regulations in using the JESAP™ SOFTWARE, and shall defend and hold harmless DB SQUARED against any liability directly or indirectly resulting from LICENSEE's failure to comply with the foregoing.

9.8 **Notices.** LICENSEE shall send all communications to DB SQUARED as follows: 1) technical communications to Technical Director of Software; and 2) business and legal communications to General Counsel; at DB Squared, LLC, 2928 McKee Circle, Suite 119, Fayetteville, AR 72703, phone: 479-587-0151, fax: 479-521-5453.

9.9 **Complete Agreement.** This AGREEMENT represents the complete agreement between DB SQUARED and LICENSEE.


**APPROVAL**

AGENT ACKNOWLEDGES AND AGREES THAT: 1) AGENT IS AUTHORIZED TO ENTER INTO THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF THE LICENSEE AND 2) BY EXECUTING THIS AGREEMENT, LICENSEE IS LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed by their respective authorized representatives.

DB Squared, LLC.

City of Conway, Arkansas

By 

By \_\_\_\_\_

Name Blair Johanson \_\_\_\_\_

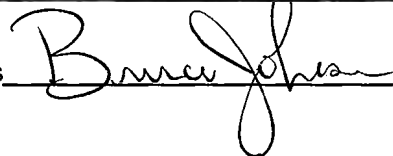
Name \_\_\_\_\_

Title Principal \_\_\_\_\_

Title \_\_\_\_\_

Date 9-23-08 \_\_\_\_\_

Date \_\_\_\_\_

Witness 



**City of Conway, Arkansas**  
**Ordinance No. O-08-\_\_\_**

**AN ORDINANCE APPROPRIATING FUNDS FOR THE CITY OF CONWAY JOB EVALUATION AND SALARY ADMINISTRATION PROGRAM; AND FOR OTHER PURPOSES:**

**WHEREAS**, The City of Conway has determined that there is a need to implement a comprehensive job evaluation and salary administration program ("JESAP") with a market salary study using the professional services of DB Squared.

**WHEREAS**, DB Squared has a proven methodology that will provide the City with software, licensing, consulting and tools as part of the market salary study, and

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

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

**SECTION 1.** The City of Conway shall waive the requirement for obtaining competitive bids for the job evaluation and salary administration program, which will include software programs, support, and licensing; market salary study and consulting by the Johanson Group and shall name DB Squared as sole source vendor for this salary study project.

**SECTION 2.** The City of Conway shall appropriate \$22,350 from General Fund – Fund Balance Appropriation Account (01.990) to the Professional Services Account (01.106.266) to purchase the DB Squared job evaluation and salary administration program & appropriate \$13,350 for software, licenses, support fees, market salary study fee and Johanson Group consulting). Cost for the two to three subsequent years licensing and support fees shall be provided in the annual budget.

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

**PASSED** this 14<sup>th</sup> day of October, 2008.

**APPROVED:**

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

**ATTEST:**

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

## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A GUARANTEED EFFICIENCY SAVINGS PERFORMANCE CONTRACT FOR THE PURPOSE OF ARRANGING FOR CERTAIN ENERGY SYSTEM UPGRADES AT CITY FACILITIES; AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE PURCHASE AGREEMENT HAVING A NOMINAL PRINCIPAL AMOUNT OF [\$847,463] FOR THE PURPOSE OF FINANCING SAID ENERGY SYSTEM UPGRADES; AND PRESCRIBING OTHER MATTERS RELATING THERETO**

**WHEREAS**, the City Council of the City of Conway, Arkansas (the “City”) has determined that there is a great need for a mechanism to finance the costs of acquisition and installation of certain energy system upgrades in various City-owned facilities (the “Improvements”), thereby achieving energy cost savings and benefitting the residents of the City; and

**WHEREAS**, in order to accomplish said Improvements, the City has made arrangements for the entry into a Guaranteed Efficiency Savings Performance Contract (the “Efficiency Savings Contract”) with Energy Systems Group, LLC, an Indiana limited liability company (the “Contractor”), in substantially the form presented to and before this meeting; and

**WHEREAS**, the City is authorized and empowered under the provisions of the Constitution and laws of the State of Arkansas, including particularly Amendment 65 to the Constitution of the State of Arkansas (“Amendment 65”) and the Local Government Capital Improvement Revenue Bond Act of 1985, codified as Arkansas Code Annotated (1998 Repl. & Supp. 2005) Sections 14-164-401 *et seq.* (as from time to time amended, the “Act”), to enter into certain lease purchase arrangements to finance the costs of various capital improvements such as those comprising the Improvements, which lease obligations shall constitute special obligations of the City under Amendment 65 and the Act;

**WHEREAS**, in order to finance the acquisition and installation of the Improvements, the City has made arrangements for the entry into a Lease Purchase Agreement (the “Lease Purchase Agreement”) with First Security Leasing, Inc., an Arkansas corporation (the “Lessor”), in substantially the form presented to and before this meeting; and

**WHEREAS**, an open public hearing on the question of the financing of the Improvements was held before the City Council and the Mayor on September 23, 2008, following publication of notice thereof in *The Log Cabin Democrat* on September 13, 2008;

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

**Section 1.** Under the authority of the Act, and in order to arrange for the acquisition and installation of the Improvements, the Mayor is hereby authorized to execute the Efficiency

Savings Contract, and the Mayor is hereby authorized to cause the Efficiency Savings Contract to be executed by the Contractor. The Efficiency Savings Contract is hereby approved in substantially the form submitted to this meeting. The Mayor is hereby authorized to confer with the Contractor and Kutak Rock LLP (“Bond Counsel”), in order to complete the Efficiency Savings Contract in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Efficiency Savings Contract, their execution to constitute conclusive evidence of such approval.

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

**Section 2.** Under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment 65 and the Act, and in order to finance the acquisition and installation of the Improvements, the Mayor is hereby authorized and directed to execute the Lease Purchase Agreement, and the City Clerk is hereby authorized and directed to execute the Lease Purchase Agreement and to affix the seal of the City thereto, and the Mayor and the City Clerk are hereby authorized and directed to cause the Lease Purchase Agreement to be executed by the Lessor. The Lease Purchase Agreement is hereby approved in substantially the form submitted to this meeting. The Mayor is hereby authorized to confer with the Lessor and Bond Counsel in order to complete the Lease Purchase Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Lease Purchase Agreement, their execution to constitute conclusive evidence of such approval.

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

**Section 3.** The nominal principal amount of the Lease Purchase Agreement is \$847,463 in the aggregate and the effective interest rate relating to the City’s obligations under the Lease Purchase Agreement is [5.40%].

**Section 4.** It is affirmed that, pursuant to Amendment 65 and the Act, the payment obligations of the City under the Lease Purchase Agreement shall not constitute general obligations of the City, but shall be special obligations, secured by and payable from all receipts of municipal franchise fees heretofore or hereafter charged and collected by the City from private entities for the privilege of the use of City streets, alleys, easements and other City-owned property (the “Franchise Fees”). The pledge of Franchise Fees securing the City’s obligations under the Lease Purchase Agreement shall be junior and subordinate to the prior pledge of Franchise Fees securing the City’s outstanding Franchise Fee Revenue Improvement Bonds, Series 2006 (the “Prior Bonds”), and all bonds subsequently issued on a parity basis therewith in accordance with the terms of the Prior Bonds. The City covenants and agrees that collections of the Franchise Fees shall not be reduced or discontinued so long as the City’s obligations under the Lease Purchase Agreement remain outstanding and that all receipts of the Franchise Fees will be accounted for separately as special funds on the books of the City. The payment obligations shall additionally be secured by a security interest in the Improvements, as provided in the Lease Purchase Agreement.

**Section 5.** The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Efficiency Savings Contract and the Lease Purchase Agreement, and to perform all of the obligations of the City under and pursuant thereto. The Mayor and the City Clerk are further authorized and directed, for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof, including specifically an Escrow Agreement in substantially the form attached as Exhibit \_\_ to the Lease Purchase Agreement.

**Section 6.** The City's obligations under the Lease Purchase Agreement are hereby designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. The City hereby represents and covenants that the aggregate principal amount of its tax-exempt obligations (excluding "private activity bonds" within the meaning of Section 141 of the Code which are not "qualified 501(c)(3) bonds" within the meaning of Section 145 of the Code), including those of its subordinate entities, issued in calendar year 2008 will not exceed \$10,000,000.

**Section 7.** Kutak Rock LLP, Little Rock, Arkansas, is hereby appointed to act as Bond Counsel on behalf of the City in connection with the entry into the Lease Purchase Agreement.

**Section 8.** 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 9.** All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

ADOPTED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2008.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(S E A L)