

City Council Members

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

City of Conway - City Council Meeting
Tuesday, April 13th, 2010 @ 6:30pm
District Court Building – 810 Parkway St., Conway, AR 72032
5:30pm - City Council Committee Meeting:
Discussion of Commercial Plan Review Fees

Call to Order

Roll Call

Minutes: **March 23rd, 2010**

Announcements / Proclamations / Recognition: Conway Christian Lady Eagles Basketball Team
2009-2010 2A State Champions

1. Report of Standing Committees:

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

1. Discussion of a rebate for the City of Conway from MEMS Ambulance Services.
2. Consideration of a request by Jerry Pearson to continue to farm the property the City purchased for the New Conway Airport.
3. Resolution authorizing eminent domain procedures; condemning certain real properties for airport construction located in the Lollie Bottoms area.
4. Ordinance appropriating funding for expenses related to alternative transportation for the City of Conway.

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

1. Consideration to enter into a consortium agreement with WES Inc. for the preparation of the Analysis of Impediments and conditionally entering an agreement with a firm for the Consolidated Plan.
2. Consideration of a change order request (#1) on South Donaghey Avenue at Dave Ward Drive for intersection improvements.
3. Ordinance amending the permit fees for the construction and alterations of buildings and building systems in the City of Conway.

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

1. Consideration to accept bids for two waste pumps for the Conway Sanitation Department.
2. Ordinance appropriating funds for two waste water pumps and replacing the valves and flow meter for the Leachate truck at the Sanitation Department.
3. Ordinance appropriating funds for the Automated Recycling System for the Sanitation Department.
4. Ordinance amending Title 12 (Parks & Recreation) of the Conway Municipal Code in regards to boat docks on Beaverfork Lake.

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

1. Ordinance appropriating funds for a settlement payment to ADEQ.

E. Personnel

1. Consideration to approve the transfer of the City's advisor of the American Funds 457 Plan to Rapert, & Pillow Financial through ProEquities.
2. Consideration to enter into a consultant agreement for the Chief Financial Officer position.

F. Old Business

G. New Business

Adjournment

CITY OF CONWAY, ARKANSAS

Department of Planning & Development
1201 Oak Street Conway, Arkansas 72032
J. Lynn Hicks, CBO - Building Official / Assistant Director of
Permits, Inspections & Code Enforcement
Phone 501-450-6107 Fax 501-513-3504



MEMO

TO: Mr. Bryan Patrick – Planning Department Director
FROM: Lynn Hicks, Building Official
DATE: April 9th, 2010
SUBJECT: Recommendation and Justification to
Establish a Commercial Plans Review Fee

Attached find a proposed ordinance drafted for the purpose of amending the permit fees for the City of Conway to include a commercial plans review fee.

A comprehensive plan review of construction drawings submitted for permitting purposes is intended to achieve the following:

1. Section 106.3 of the Arkansas Fire Prevention Code, Volume II (the adopted commercial building code for the City of Conway) states, “*106.3 Examination of documents. The building official shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.*”
By City Code, a plans review of commercial construction drawings is required.
2. The purpose of the plans review is to identify code issues on paper and have such issues corrected by the licensed design professional prior to initiation of construction.
3. Many code issues, if not addressed correctly at the plans stage, can have a devastating effect on cost of the project when encountered in the field, after the construction is in place.

4. Many code issues are very complex and are beyond even the best field inspector's capabilities to recognize in the field.

The justification for the establishment of the plan review fee is as follows:

1. It is recommended practice to establish a fee schedule with the intent that the fees collected by the department for building permit issuance, plan review and inspection be adequate to cover the cost to the department in these areas.
2. A thorough plans review of a sizeable commercial project can take as many as 4 to 6 hours time initially with additional time necessary for re-review and re-re-reviews after architectural revisions are resubmitted.
3. The general public would not have to subsidize the building codes enforcement efforts if the fees collected for building permits, plans reviews and inspections are designed to cover cost of providing the services provided.
4. Plans review fees are common in municipalities that perform a comprehensive commercial plans review. (i.e. Little Rock, Fayetteville, Harrison, Batesville, Fort Smith, Malvern)
5. 2009 building permit fees were collected in the amount of \$234,930.00. The implementation of a plans review fee as suggested would create an additional revenue (based upon the 2009 permit fees) of \$117,465.00. Totaled together, the 2009 building permit fees plus the proposed plan review fee would have generated \$352,394.00.

Please let me know if you have any questions or need additional information.



**City of Conway, Arkansas
Ordinance No. O-10-_____**

AN ORDINANCE AMENDING THE PERMIT FEES FOR THE CONSTRUCTION AND ALTERATIONS OF BUILDINGS AND BUILDING SYSTEMS IN THE CITY OF CONWAY: AMENDING SECTION 11.16.06A.1 OF THE CONWAY MUNICIPAL CODE: DECLARING AN EMERGENCY AND FOR OTHER PRUPOSES.

WHEREAS, The City of Conway would like to update the permit fees for the construction and alterations to buildings and building systems by adding an additional commercial building permit plans review fee;

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

SECTION 1. Section 11.16.06A.1. of the Conway Municipal Code be hereby amended to delete Section 11.08.06A.1. in its entirety and replace with the following:

“11.16.06A.1. Building Permit fees.

11.16.06.A.1.01 Schedule of building permit fees. A fee for each building permit shall be paid in accordance with the following schedule:

Schedule of Building Permit Fees for One and Two Family Dwellings		
1.	New Building	\$0.10 per square foot of area under roof with a minimum of \$250.00.
2.	Addition	\$0.10 per square foot of area under roof with a minimum \$35.00
3.	Remodeling	\$1.00 per \$1,000 of Construction Cost with a minimum of \$30.00.
4.	Accessory	\$0.10 per square foot of area under roof with a minimum \$20.00
5.	Re-Inspections and Additional Inspections (*See note below)	\$25.00 per inspection
6.	Work commencing before permit issuance	Permit fee shall be doubled
7.	Building Code Appeals Board Application Fee	\$250.00
*Note – Re-inspections will not be rescheduled until each re-inspection fee for each trade that failed inspection has been paid.		

Schedule of Building Permit Fees for Other than One and Two Family Dwellings		
1.	New Building	\$0.10 per square foot of area under roof with a minimum of \$250.00.
2.	Addition	\$0.10 per square foot of area under roof with a minimum of \$45.00
3.	Remodeling	\$1.00 per \$1,000 of Construction Cost with a minimum of \$30.00.
4.	Accessory	\$0.10 per square foot of area under roof with a minimum of \$50.00
5.	Temporary Structures	\$0.10 per square foot of area under roof with a minimum of \$250.00.
6.	Re-Inspections and Additional Inspections (*See note below)	\$25.00 per inspection
7.	Work commencing before permit issuance	Permit fee shall be doubled
8.	Building Code Appeals Board Application Fee	\$250.00
9.	Plan Review Fee	Plan Review Fee shall be charged at a rate equal to one-half the building permit fee. The Plan Review shall be charged at the time of submittal of the plans and building permit application
*Note - Re-inspections will not be rescheduled until each re-inspection fee for each trade that failed inspection has been paid.		

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

SECTION 3. This Ordinance to take effect on May 1, 2010.

PASSED this 13th day of April of, 2010.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer

MEMORANDUM

TO: Mayor Tab Townsell

FROM: Ronnie Hall, P.E.
City Engineer

DATE: April 7, 2010

REFERENCE: Pearson Farming Request
New Conway Airport Property

As per the attached letter Jerry Pearson is requesting that he be allowed to continue farming the property the City purchased from the CDC, Jerry Pearson and plans to quickly purchase from the Moon Trust. This is an irregular shaped piece of land and likely not economically feasible to be utilized by any else.

Mr. Pearson proposes to plan corn which will be ready for harvest in August. Our consultant, Garver Engineers, has indicated that with a confirmation of an initial FAA grant in June, a contractor would be just ready to get underway in July and could likely work around the corn crop for a couple of weeks or at least minimize his impact on the corn crop for a short period of time. As stated in the letter, Mr. Pearson is willing to take the risk on the crop being damaged by the airport construction.

The impacted farm land that will be owned by the city is 240 acres.

April 6, 2010

Mayor Tab Townsell
City Hall
Conway, Arkansas, 72032

RE: Farming land City of Conway owns in Lollie Bottoms

Dear Mayor Townsell,

I am writing to request farming the land located in Lollie Bottoms that I have farmed for several years. I would plan corn which would be harvested by the end of August.

The land was purchased by the City of Conway from the Moon Trust, CDC and I. The land joins land that I currently farm.


I understand that construction for the new Airport may occur and/or damage the crops on land that I am requesting to farm. Hopefully, damage would be minimal and I understand that the City would not be responsible if damage occurs.

The rental rate for the past year was \$50.00 an acre.

I appreciate your review and consideration of this proposal and hope to continue farming this land.

If this proposal is satisfactory, please sign and return a copy to me.

If you have questions or concerns regarding this proposal, please do not hesitate to call me (501) 450-2926.

Sincerely,


Jerry Pearson
4780 Quail Run Circle
Conway, Arkansas 72034

Request approved _____
date: _____



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City of Conway, Arkansas
Resolution No. R-10-_____

A RESOLUTION AUTHORIZING EMINENT DOMAIN PROCEDURES; CONDEMNING CERTAIN REAL PROPERTY FOR AIRPORT CONSTRUCTION; REPEALING CONFLICTING ORDINANCES; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Ark. Code Ann. § 18-15-301 authorizes municipal corporations to exercise the right and power of eminent domain to enter upon and take and condemn private property for lawful public purposes; and

WHEREAS, it is necessary, in order to construct the new Conway Municipal Airport in the City of Conway, to acquire exclusive title across, through and over certain lands situated in the county of Faulkner, State of Arkansas, said property being known as the Moon Trust Property and located in the Lollie Bottoms area of the Community; and

WHEREAS, the City has been unable, despite attempts, to obtain fee simple title from the landowner for the property necessary for such improvements; and

WHEREAS, the city needs to complete the property acquisition in a timely manner in order to avoid possible delays in receiving federal funding for the new airport constructions.

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

SECTION 1. That the City of Conway hereby authorizes the exercise of its power of eminent domain pursuant to state law and condemns, for purposes of constructing a new airport facility in the City of Conway, the following lands situated in the County of Faulkner, State of Arkansas:

LEGAL DESCRIPTION

Part of the W1/2 SE1/4 of Section 2, Township 4 North, Range 15 West, Faulkner County, Arkansas; more particularly described as beginning at a found 1/2 inch rebar at the Northeast Corner of Section 2, Township 4 North, Range 15 West; thence along the East line of said Section 2, South 01 degree 37 minutes 29 seconds West 2645.33 feet to a set 1/2 inch rebar at the Northeast Corner of the NE1/4 SE1/4; thence leaving said East line North 88 degrees 18 minutes 04 seconds West 1320.01 feet to a set 1/2 inch rebar at the Northeast Corner of the NW1/4 SE1/4; thence along the East line of said W1/2 SE1/4 South 01 degree 37 minutes 30 seconds West 420.22 feet to a set 1/2 inch rebar for the point of beginning; thence continue along said East line South 01 degree 37 minutes 30 seconds West 1901.95 feet to a set 1/2 inch rebar; thence leaving said

East line North 44 degrees 55 minutes 57 seconds West 1307.83 feet to a set 1/2 inch rebar; thence North 45 degrees 04 minutes 03 seconds East 1380.94 feet to the point of beginning containing 8.83 acres in the NW1/4 SE1/4 and 11.90 acres in the SW1/4 SE1/4, making a total of 20.73 acres more or less.

Part of the NW1/4 SW1/4, and a part of the S1/2 NW1/4 all in Section 1, Township 4 North, Range 15 West, and also a part of the SE1/4 NE1/4 of Section 2, Township 4 North, Range 15 West, Faulkner County, Arkansas; more particularly described as beginning at a found 1/2 inch rebar at the Northwest Corner of Section 1, Township 4 North, Range 15 West; thence along the West line of said Section 1, South 01 degree 37 minutes 29 seconds West 1984.00 feet to a set 1/2 inch rebar at the Northwest Corner of the S1/2 SW1/4 NW1/4 of Section 1, said point being the point of beginning; thence leaving said West line South 88 degrees 25 minutes 52 seconds East 1784.03 feet to a set 1/2 inch rebar; thence South 45 degrees 04 minutes 03 seconds West 2594.46 feet to a set 1/2 inch rebar on the West line of said Section 1; thence along said West line North 01 degree 37 minutes 29 seconds East 1220.67 feet to a set 1/2 inch rebar at the Northwest Corner of said NW1/4 SW1/4 of Section 1; thence along the South line of said SE1/4 NE1/4 of Section 2 North 88 degrees 18 minutes 04 seconds West 922.53 feet to a set 1/2 inch rebar; thence leaving said South line North 45 degrees 04 minutes 03 seconds East 917.47 feet to a set 1/2 inch rebar; thence South 87 degrees 11 minutes 50 seconds East 291.71 feet to the point of beginning containing 9.28 acres in the SE1/4 NE1/4 of Section 2, 19.73 acres in the SW1/4 NW1/4 of Section 1, 2.61 acres in the SE1/4 NW1/4 of Section 1, and 16.20 acres in the NW1/4 SW1/4 of Section 1, making a total of 47.82 acres more or less.

SECTION 2. That the Mayor and City Attorney are hereby authorized to take appropriate action to secure the necessary real property if deemed necessary to avoid delays in the acquisition that may endanger the City's ability to obtain grant funds for the proposed new airport.

SECTION 3. That any ordinances in conflict herewith are hereby repealed to the extent of that conflict.

SECTION 4. That this ordinance is necessary for the protection of the peace, health and safety of the citizens of Conway.

PASSED this 13th day of April, 2010.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

MEMORANDUM

TO: Mayor Tab Townsell

FROM: Ronnie Hall, P.E.
City Engineer

DATE: April 7, 2010

REFERENCE: Moon Property
New Conway Airport

It looks like the acquisition of the Moon property may be delayed due to coordination of the closings with the several heirs to the Moon Property. The heirs are located out of State and not in close proximity to each other, making it challenging to communicate with all parties. It is my understanding that the Moon heirs have agreed to the price being offered for the land purchase.

It is likely that the FAA will require that the land acquisition be completed before construction funding is provided for the initial construction project. The FAA grant offers could come as soon as May.

Therefore, in order to position the city to be able to obtain a construction grant, the City Council may need to give you and the City Attorney authorization to proceed to condemnation to obtain immediate possession of the Moon Property.

I have attached an airport layout that shows the CDC, Pearson and Williams property acquisitions being completed. At the request of the Brown family, the boundary of the property being taken is being clearly marked in the field for their review. The closing on the Brown Property is anticipated soon.



**City of Conway, Arkansas
Ordinance No. O-10-_____**

**AN ORDINANCE APPROPRIATING FUNDING FOR EXPENSES RELATED TO ALTERNATIVE
TRANSPORTATION; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES:**

WHEREAS, the City of Conway Street fund has collected an additional severance tax revenue since March 2009 and will continue to collect an amount from severance tax; and

WHEREAS, the City of Conway would like to apply these special funds to alternative transportation improvements; which may be funded through severance tax revenue.

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

SECTION 1. The City of Conway appropriate funds from the City of Conway Street State Turnback revenue account (02.110) in the amount of \$269,836 into the City of Conway Bikeway/Pathway expense account (02.201.823) for alternative transportation.

SECTION 2. All ordinances in conflict herewith are repealed to the extent of that 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 13th day of April, 2010.

Approved:

Mayor Tab Townsell

Attest:

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

Memo

To: Mayor and City Council Members
From: Lauralee Wilcox McCool, CDBG Director
Date: 4/9/2010
Re: 2010 CDBG Planning documents

Two planning documents are required by HUD this year for the Community Development Block Grant. The Arkansas CDBG entitlement cities have formed a consortium to solicit proposals for preparing these documents.

Western Economic Services of Portland Oregon was chosen to complete the Analysis of Impediments to Fair Housing. Conway's portion of the cost would be approximately \$10,000.

The consortium is currently receiving qualifications and bids for preparation of the Five Year Consolidated Plan. It is anticipated that this cost will be more than the AI. I would expect the price to be around \$15,000.

Both of these costs would be fully funded through CDBG. This year we received an additional \$59,943 above what we had budgeted for 2010. Of this increase, \$20,980 may be used toward the preparation of these documents. I will look at my administrative budget for additional funds to use toward this project.

I respectfully ask the council to approve Conway's portion of the consortium agreement with WES, Inc for preparation of the Analysis of Impediments and conditionally approve our entering an agreement with a firm for the Consolidated Plan.

IV – Estimated Budget

IV.A. Estimated Budget

The following budget includes all estimated hours, hourly rates, purchased materials, travel expenses, preparatory and progress review meetings, data processing, analysis of findings, development of draft and final reports, as well as all research presentations and interagency and related coordination activities. Western Economic Services does not anticipate using any subcontractors for this project, unless one or more cities elects to conduct audit testing.

Western Economic Services is proposing to provide these products and services herein described on a “fixed cost” basis. This budget may be modified, if significant changes to the scope of work or contract conditions occur and are approved by the Arkansas HUD Entitlement Cities Consortium. Western Economic Services anticipates billing in six equal amounts, the first on June 1, 2010 and the last on November 1, 2010. This fixed cost is as follows:

\$109,625.00, or a monthly fee of \$18,270.83.

Any City in the Consortium may elect to conduct the optional enhancement to the scope of work, as defined below.

Optional Enhancement to Scope of Work

Audit Tests: 30 Audit tests, 10 racial, 10 familial status, 10 disability	\$7,500 per city
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IV.B. Exhibit C – Cost Proposal

The Exhibit C – Cost Proposal is presented on the following page.

EXHIBIT "C"

NOTE: Place in SEALED ENVELOPE

COST PROPOSAL

PROJECT: Arkansas HUD Entitlement Cities Consortium
To Prepare Analyses of
Impediments to Fair Housing

Entitlement City	Amount
Conway	\$ 9,902.99
Fayetteville	\$ 12,626.89
Fort Smith	\$ 14,579.13
Jacksonville	\$ 5,395.32
Jonesboro	\$ 11,007.14
Little Rock	\$ 32,614.42
North Little Rock	\$ 10,227.55
Pine Bluff	\$ 8,612.97
West Memphis	\$ 4,658.59

Total \$ 109,625.00

Name of Bidder (Legal Entity) <i>Western Economic Services, LLC</i>	
Name of Parent Corporation (if applicable)	
Address of Bidder <i>212 SE 18th Avenue</i>	
City, State, Zip Code <i>Portland, OR 97007</i>	
Contract Person <i>Robert Gaudin</i>	Telephone Number with Area Code <i>503-239-9091</i>

The Bidder's signature affixed hereon shall constitute the Bidder's intent to comply with all requirements specified in the RFP

Signature of Person Authorized to Sign Bid <i>[Signature]</i>	Date Signed <i>3-17-10</i>
Name and Title (Print or Type) <i>Robert M. Gaudin, Director of Research and Planning</i>	



MEMORANDUM

TO: Mayor Tab Townsell

FROM: Ronnie Hall, P.E.
City Engineer

DATE: April 7, 2010

REFERENCE: Change Order No. 1
Donaghey Avenue. At Dave Ward Drive
Intersection Improvements

I have attached for your review and approval Change Order No.1 for the street and intersection improvements on South Donaghey at Dave Ward Drive. The proposed Change Order adds the work required to widen the western side of Donaghey south of Moix Boulevard to provide 2 southbound lanes and a center turn lane. In the original project scope, the improvements on the western side of Donaghey ended at Moix Boulevard.

I have also included a sketch showing the location of the Change Order No. 1 work and a spread sheet detailing the added quantities and cost for Change Order No. 1.

The work conditions have improved and the contractor is again working to complete the widening of the eastern side of the roadway before moving to the west side. The contractor estimates the he can get the asphalt paving for the widening of the east side completed by the end of April.

CITY OF CONWAY, ARKANSAS
DONAGHEY AVENUE - DAVE WARD DRIVE
INTERSECTION IMPROVEMENTS

JCI CONSTRUCTION, INC.

REVISED UNIT PRICE SCHEDULE & REVISED QUANTITIES

CHANGE ORDER NO. 1

DESCRIPTION	QUANTITY	UNITS	BID AMOUNT		REVISED AMOUNT		NET CHANGE	
			PRICE	AMOUNT	QUANTITY	AMOUNT	CHANGE	AMOUNT
1 SITE PREPARATION	1	L.S.	\$98,000.00	\$98,000.00	1	\$98,000.00	0	\$0.00
ADD SITE PREP						\$19,600.00	0	\$19,600.00
2 UNCLASSIFIED EXCAVATION	1,900	C.Y.	\$10.00	\$19,000.00	3700	\$37,000.00	1800	\$18,000.00
3 EMBANKMENT MATERIAL	1,100	C.Y.	\$9.00	\$9,900.00	2400	\$21,600.00	1300	\$11,700.00
4 UNDERCUT & BACKFILL	2,500	C.Y.	\$12.00	\$30,000.00	3500	\$42,000.00	1000	\$12,000.00
5 STONE BACKFILL	500	TON	\$20.00	\$10,000.00	1200	\$24,000.00	700	\$14,000.00
6 CRUSHED STONE BASE	6,500	TON	\$17.00	\$110,500.00	8000	\$136,000.00	1500	\$25,500.00
7 ASPHALT SURFACE COURSE	2,500	TON	\$88.00	\$220,000.00	3300	\$290,400.00	800	\$70,400.00
8 ASPHALT BINDER COURES	1,300	TON	\$82.00	\$106,600.00	1700	\$139,400.00	400	\$32,800.00
9 COLD MILLING ASPHALT	2,900	S.Y.	\$6.00	\$17,400.00	3000	\$18,000.00	100	\$600.00
10 18" STORM DRAIN	970	L.F.	\$30.00	\$29,100.00	1005	\$30,150.00	35	\$1,050.00
11 24" STORM DRAIN	575	L.F.	\$40.00	\$23,000.00	1335	\$53,400.00	760	\$30,400.00
12 36" X 24" ARCH STORM DRAIN	140	L.F.	\$68.00	\$9,520.00	477	\$32,436.00	337	\$22,916.00
13 STANDARD CURB INLET	11	EACH	\$2,200.00	\$24,200.00	13	\$28,600.00	2	\$4,400.00
14 JUNCTION BOX	1	EACH	\$3,000.00	\$3,000.00	1	\$3,000.00	0	\$0.00
15 CONCRETE CURB & GUTTER (8.5")	2,800	L.F.	\$13.00	\$36,400.00	3830	\$49,790.00	1030	\$13,390.00
16 CONCRETE CURB & GUTTER	620	L.F.	\$11.00	\$6,820.00	620	\$6,820.00	0	\$0.00
17 CONCRETE SIDEWALK	1,511	S.Y.	\$29.00	\$43,819.00	2950	\$85,550.00	1439	\$41,731.00
18 WHEEL CHAIR RAMP	500	S.F.	\$10.00	\$5,000.00	600	\$6,000.00	100	\$1,000.00
19 CONCRETE DRIVEWAY	250	S.Y.	\$42.00	\$10,500.00	325	\$13,650.00	75	\$3,150.00
20 CONCRETE PAVED MEDIAN & ISLAND	175	S.Y.	\$50.00	\$8,750.00	200	\$10,000.00	25	\$1,250.00
21 CONCRETE BASE	255	S.Y.	\$54.00	\$13,770.00	275	\$14,850.00	20	\$1,080.00
22 SILT FENCE	1,500	L.F.	\$3.00	\$4,500.00	2115	\$6,345.00	615	\$1,845.00
23 B-STONE	200	TON	\$18.00	\$3,600.00	250	\$4,500.00	50	\$900.00
24 DROP INLET SILT FENCE	12	EACH	\$300.00	\$3,600.00	14	\$4,200.00	2	\$600.00
25 SOLID SOD	1,600	S.Y.	\$3.50	\$5,600.00	2200	\$7,700.00	600	\$2,100.00
26 SEEDING & MULCHING	1	ACRE	\$2,000.00	\$2,000.00	1.5	\$3,000.00	0.5	\$1,000.00
27 MAINTENANCE OF TRAFFIC	1	L.S.	\$50,000.00	\$50,000.00	1	\$50,000.00	0	\$0.00
ADD MAINT OF TRAFFIC						\$10,000.00	0	\$10,000.00
28 TRAFFIC SIGNALS	1	L.S.	\$95,000.00	\$95,000.00	1	\$95,000.00	0	\$0.00
29 PAVEMENT MARKINGS	1	L.S.	\$17,500.00	\$17,500.00	1	\$17,500.00	0	\$0.00
ADD PAVEMENT MARKINGS						\$2,000.00	0	\$2,000.00
30 CONSTRUCTION LAYOUT	1	L.S.	\$25,000.00	\$25,000.00	1	\$25,000.00	0	\$0.00
ADD CONSTR. LAYOUT						\$2,500.00	0	\$2,500.00
31 TRENCH & EXCAVATION SAFETY	1	L.S.	\$500.00	\$500.00	1	\$500.00	0	\$0.00
32add 12" CPM Yard Drains	0	l.f.	\$22.00	\$0.00	100	\$2,200.00	100	\$2,200.00
33 ad INLET THROAD EXTENSION	0	l.f.	\$125.00	\$0.00	56	\$7,000.00	56	\$7,000.00
SUBTOTAL				\$1,042,579.00		\$1,397,691.00		\$355,112.00

**DONAGHEY AVENUE AT DAVE WARD DRIVE
INTERSECTION IMPROVEMENTS
CONWAY, ARKANSAS**

CHANGE ORDER 1

CONTRACTOR
JCI CONSTRUCTION, INC.

DATE: April 13, 2010

A. PURPOSE

The purpose of this Change Order No. 1 is to expand the project scope to construct a curbed and widened roadway along the west side of South Donaghey from Moix Boulevard southward for approximately 860 feet as shown on the revised plans dated October 1, 2009. The project is expanded and revised to included the work as described herein and as shown on the revised plans.

B. PLANS

Revised project plans dated October 1, 2009 are hereby issued to the contractor and the contract amended to include the additional work in these revised plans.

C. UNIT PRICE SCHEDULE

Revise the unit Price Schedule to reflect the additional quantities of work for the expanded project. Add items 32 & 33 to the Unit Price Schedule; revise the Lump Sum Prices for Items 1, 27, 29, and 30; and revise the quantities for Items 2 thru 13, Item 15, Items 17 thru 25 as shown on the following revised Unit Price Schedule.

**UNIT PRICE SCHEDULE
DONAGHEY AVENUE AT DAVE WARD DRIVE
INTERSECTION IMPROVEMENTS**

<u>ITEM NO.</u>	<u>APPROXIMATE QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	1 L.S.	Site Preparation Complete at Lump Sum	\$XXXXXXXXXX	\$117,600
2.	3,700 C.Y.	Unclassified Excavation, Complete at, Per Cubic Yard	\$10.00	\$37,000
3.	2,400 C.Y.	Embankment Material, Complete Per Cubic Yard	\$9.00	\$21,600
4.	3,500 C.Y.	Undercut & Select Backfill, Complete Per Cubic Yard	\$12.00	\$42,000

UNIT PRICE SCHEDULE (continued)
DONAGHEY AVENUE AT DAVE WARD DRIVE
INTERSECTION IMPROVEMENTS

ITEM NO.	APPROXIMATE QUANTITY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
5.	1,200 Ton	Stone Backfill, Complete Per Ton	\$20.00	\$24,000
6.	8,000 Ton	Crushed Stone Base Course, Complete Per Ton	\$17.00	\$136,000
7.	3,300 Ton	Asphalt Hot Mix Surface Course, Complete Per Ton	\$88.00	\$290,400
8.	1,700 Ton	Asphalt Hot Mix Binder Course, Complete Per Ton	\$82.00	\$139,400
9.	3,000 Sq. Yds.	Cold Milling Asphalt, Complete Per Square Yard	\$6.00	\$18,000
10.	1,005 L.F.	18" Storm Drainage Pipe, Complete Per Linear Foot	\$30.00	\$30,150
11.	575 L.F.	24" Storm Drainage Pipe, Complete Per Linear Foot	\$40.00	\$53,400
12.	477 L.F.	23"x 36" Storm Drainage Pipe, Complete Per Linear Foot	\$68.00	\$32,436
13.	13 Each	Curb Inlets, Complete Per Each	\$2,200	\$28,600
14.	1 Each	Junction Box, Complete Each	\$3,000	\$3,000
15.	3,830 L.F.	Concrete Curb & Gutter (8-1/2" Base), Complete at Linear Foot	\$13.00	\$49,790
16.	620 L.F.	Concrete Curb & Gutter (6" Base), Complete Linear Foot	\$11.00	\$6,820
17.	2,950 S.Y.	Concrete Sidewalk, Complete Per Square Yard	\$29.00	\$85,550
18.	600 S.F.	Wheel Chair Ramp, Complete Per Square Foot	\$10.00	\$6,000
19.	325 S.Y.	Concrete Driveway, Complete Per Square Yard	\$42.00	\$13,650
20.	200 S.Y.	Concrete Island or Median, Complete Per Square Yard	\$50.00	\$10,000
21.	275 S.Y.	Concrete Base (10" Thickness), Complete Per Square Yard	\$54.00	\$14,850
22.	2,115 L.F.	Silt Fence, Complete Per Linear Foot	\$3.00	\$6,345
23.	250 Ton	B-Stone, Complete Per Ton	\$18.00	\$4,500
24.	14 Each	Drop Inlet Silt Fence, Complete Per Each	\$300.00	\$4,200
25.	2,200 S.Y.	Solid Sod, Complete Per Square Yard	\$3.50	\$7,700
26.	1.5 Acre	Seeding & Mulching, Complete Per Acre	\$2,000	\$3,000

UNIT PRICE SCHEDULE (continued)
DONAGHEY AVENUE AT DAVE WARD DRIVE
INTERSECTION IMPROVEMENTS

ITEM NO.	APPROXIMATE QUANTITY	L.S.	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
27.	1	L.S.	Maintenance of Traffic, Complete Per Lump Sum	\$60,000	\$60,000
28.	1	L.S.	Traffic Signals, Complete Per Lump Sum	\$95,000	\$95,000
29.	1	L.S.	Pavement Markings, Complete Per Lump Sum	\$19,500	\$19,500
30.	1	L.S.	Construction Layout, Complete Per Lump Sum	\$27,500	\$27,500
31.	1	L.S.	Trench and Excavation Safety, Complete Per Lump Sum	\$500	\$500
32.	100	L.F.	12" CMP Yard Drain, Complete Per Linear Foot	\$22.00	\$2,200
31.	56	L.F.	Inlet Throat Extension, Complete Per Linear Foot	\$125	<u>\$7,000</u>
Total Amount					<u>\$ 1,397,691</u>

D. AGREEMENT

The contract dated August 22, 2009 between the City of Conway, Arkansas and JCI Construction, Inc. for Donaghey Avenue at Dave Ward Drive Intersection Improvements is hereby modified and changed to reflect the above described changes in work and prices. The total estimated contract amount is increased by \$355,112 from \$1,042,579.00 to \$1,397,691.00 by this change order. By signature below the City and Contractor hereby agree to amend the contract to include the modification described in this Change Order No. 1.

CONTRACTOR:
JCI CONSTRUCTION, INC.

BY _____

TITLE _____

ATTEST _____

DATE _____

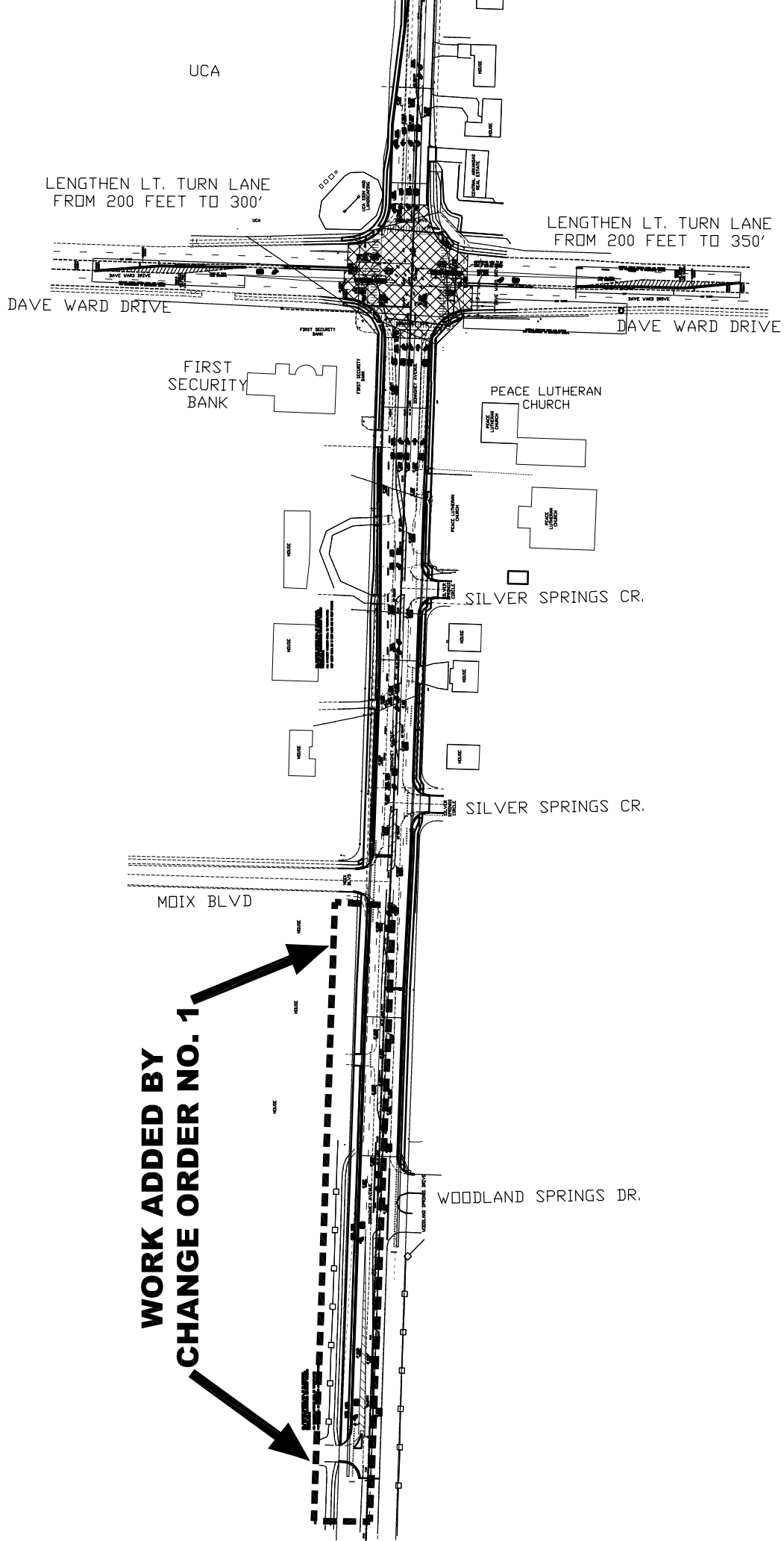
OWNER:
CITY OF CONWAY, ARKANSAS

BY _____

Tab Townsell
TITLE Mayor

ATTEST _____

DATE _____



**WORK ADDED BY
CHANGE ORDER NO. 1**

CITY OF CONWAY, ARKANSAS

Department of Planning & Development

1201 Oak Street Conway, Arkansas 72032

J. Lynn Hicks, CBO - Building Official / Assistant Director of
Permits, Inspections & Code Enforcement

Phone 501-450-6107 Fax 501-513-3504

**MEMO**

TO: Mr. Bryan Patrick – Planning Department Director
FROM: Lynn Hicks, Building Official
DATE: April 9th, 2010
SUBJECT: Recommendation and Justification to
Establish a Commercial Plans Review Fee

Attached find a proposed ordinance drafted for the purpose of amending the permit fees for the City of Conway to include a commercial plans review fee.

A comprehensive plan review of construction drawings submitted for permitting purposes is intended to achieve the following:

1. Section 106.3 of the Arkansas Fire Prevention Code, Volume II (the adopted commercial building code for the City of Conway) states, “*106.3 Examination of documents. The building official shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.*”
By City Code, a plans review of commercial construction drawings is required.
2. The purpose of the plans review is to identify code issues on paper and have such issues corrected by the licensed design professional prior to initiation of construction.
3. Many code issues, if not addressed correctly at the plans stage, can have a devastating effect on cost of the project when encountered in the field, after the construction is in place.

4. Many code issues are very complex and are beyond even the best field inspector's capabilities to recognize in the field.

The justification for the establishment of the plan review fee is as follows:

1. It is recommended practice to establish a fee schedule with the intent that the fees collected by the department for building permit issuance, plan review and inspection be adequate to cover the cost to the department in these areas.
2. A thorough plans review of a sizeable commercial project can take as many as 4 to 6 hours time initially with additional time necessary for re-review and re-re-reviews after architectural revisions are resubmitted.
3. The general public would not have to subsidize the building codes enforcement efforts if the fees collected for building permits, plans reviews and inspections are designed to cover cost of providing the services provided.
4. Plans review fees are common in municipalities that perform a comprehensive commercial plans review. (i.e. Little Rock, Fayetteville, Harrison, Batesville, Fort Smith, Malvern)
5. 2009 building permit fees were collected in the amount of \$234,930.00. The implementation of a plans review fee as suggested would create an additional revenue (based upon the 2009 permit fees) of \$117,465.00. Totaled together, the 2009 building permit fees plus the proposed plan review fee would have generated \$352,394.00.

Please let me know if you have any questions or need additional information.



**City of Conway, Arkansas
Ordinance No. O-10-_____**

AN ORDINANCE AMENDING THE PERMIT FEES FOR THE CONSTRUCTION AND ALTERATIONS OF BUILDINGS AND BUILDING SYSTEMS IN THE CITY OF CONWAY: AMENDING SECTION 11.16.06A.1 OF THE CONWAY MUNICIPAL CODE: DECLARING AN EMERGENCY AND FOR OTHER PRUPOSES.

WHEREAS, The City of Conway would like to update the permit fees for the construction and alterations to buildings and building systems by adding an additional commercial building permit plans review fee;

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

SECTION 1. Section 11.16.06A.1. of the Conway Municipal Code be hereby amended to delete Section 11.08.06A.1. in its entirety and replace with the following:

“11.16.06A.1. Building Permit fees.

11.16.06.A.1.01 Schedule of building permit fees. A fee for each building permit shall be paid in accordance with the following schedule:

Schedule of Building Permit Fees for One and Two Family Dwellings		
1.	New Building	\$0.10 per square foot of area under roof with a minimum of \$250.00.
2.	Addition	\$0.10 per square foot of area under roof with a minimum \$35.00
3.	Remodeling	\$1.00 per \$1,000 of Construction Cost with a minimum of \$30.00.
4.	Accessory	\$0.10 per square foot of area under roof with a minimum \$20.00
5.	Re-Inspections and Additional Inspections (*See note below)	\$25.00 per inspection
6.	Work commencing before permit issuance	Permit fee shall be doubled
7.	Building Code Appeals Board Application Fee	\$250.00
*Note – Re-inspections will not be rescheduled until each re-inspection fee for each trade that failed inspection has been paid.		

Schedule of Building Permit Fees for Other than One and Two Family Dwellings		
1.	New Building	\$0.10 per square foot of area under roof with a minimum of \$250.00.
2.	Addition	\$0.10 per square foot of area under roof with a minimum of \$45.00
3.	Remodeling	\$1.00 per \$1,000 of Construction Cost with a minimum of \$30.00.
4.	Accessory	\$0.10 per square foot of area under roof with a minimum of \$50.00
5.	Temporary Structures	\$0.10 per square foot of area under roof with a minimum of \$250.00.
6.	Re-Inspections and Additional Inspections (*See note below)	\$25.00 per inspection
7.	Work commencing before permit issuance	Permit fee shall be doubled
8.	Building Code Appeals Board Application Fee	\$250.00
9.	Plan Review Fee	Plan Review Fee shall be charged at a rate equal to one-half the building permit fee. The Plan Review shall be charged at the time of submittal of the plans and building permit application
*Note - Re-inspections will not be rescheduled until each re-inspection fee for each trade that failed inspection has been paid.		

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

SECTION 3. This Ordinance to take effect on May 1, 2010.

PASSED this 13th day of April of, 2010.

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

April 1, 2010

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

Re: Two Waste Pumps

Dear Mayor Townsell,

Bids were submitted at 10.00 am, Tuesday March 30, 2010 at City of Conway City Hall for Two Waste Pumps. Two bids were submitted:

H & E Engineered Equipment, Inc.	\$16,699.00 each
Environmental Process Systems	\$27,985.00 each

I recommend accepting Bid #1 from H & E Engineered Equipment, Inc. for \$16,699.00. This is was the lowest bid that meets all specs.

Please advise if you have questions or need additional information.

Sincerely,

Cheryl Harrington
Sanitation Director

BID SUMMARY
Two Waste Pumps
Leachate Holding Tank
Bid #2010-23

Bid #1 submitted by H & E Engineered Equipment Inc.
\$16,699.00
Price includes installation, taxes, freight & start up

Bid #2 submitted by Environmental Process Systems
\$27,985.00
Price includes installation, taxes, freight & start up

I recommend the bid from H & E Engineered Equipment, Inc. for \$16,699.00. It was the lowest bid and met all bid specs.

City of Conway
2010-23 – Two Waste Pumps
Leachate Holding Tank
Bid Opening Date: Tuesday, March 30th, 2010
City Hall - Downstairs Conference Room @ 10:00am

Total Cost of Two Waste Water Pumps / Leachate Holding Tank

\$ 27,985

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

Environmental Process Systems
Company Name

Dwight Witcher
Company Representative Name

Dwight Witcher
Representative's Signature

PO Box 2436 Address epsys@aol.com Email Address

CONWAY, AR, 72033
City State Zip

501 513 2540 Telephone Number 501 513 2541 Fax Number

3-24-2010
Date

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

City of Conway
2010-23 – Two Waste Pumps
Leachate Holding Tank
Bid Opening Date: Tuesday, March 30th, 2010
City Hall - Downstairs Conference Room @ 10:00am

Total Cost of Two Waste Water Pumps / Leachate Holding Tank

\$16,699.00

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

A*E Engineered Equipment Inc.
Company Name

Rush Hogue
Company Representative Name

Rush Hogue
Representative's Signature

6 Hunters Woods Ct. - LR - rush72210@comcast.net
Address Email Address

Little Rock AR. 72210
City State Zip

501-455-9945 501-455-9946
Telephone Number Fax Number

3-19-10
Date

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



**WATER & WASTEWATER PROCESS
EQUIPMENT-APPLICATION
SPECIALISTS**

H*E EQUIPMENT COMPANY
#6 HUNTERS WOOD COURT ★ 72210
P.O. BOX 30247 ★ 72260
LITTLE ROCK, ARKANSAS
PHONE: 501-455-9945
FAX: 501-455-9946

3-18-10

Conway Sanitation Department BID # 2010-23
1201 Oak Street
Conway, AR. 72032

We are please to quote the following equipment for the above bid number:

- (2) ABS Piranha M80/2 three phase 230 volt pumps with profile gaskets, new stainless steel hardware, to attach existing pump brackets to the new pumps and new stainless steel lifting chain 15 ft. each.
- (4) Level float switches
- (1) Stainless steel 4 float bracket
- (1) Duplex nema 4 fiberglass junction box (nema 4 is what is existing) for 4 floats and 2 pump power cables.
- (1) Rewiring of existing control panel, as needed, to insure all equipment functions automatically and meets the intent of the specifications.

Total price for the above including installation, taxes, freight and start up - \$16,699.00**
Terms are net 30 days.

Estimated ship time of the equipment is 10 days after receipt of an order and approval.
NOTE: Customer to provide lifting equipment to lift pumps up to the top of the tank for placement on guide rails.

** - Exceptions taken to the specifications

- 1- A nema 4 junction box, like the existing one on top of the tank, will be furnished in lieu of the junction box specified.
- 2- The existing base elbow assemblies and guide rail base assembly shall be used.
- 3- The existing check valves and shut off valves are to be used as they are fully functional.

This quote and description shall be made part of our total bid price.

Respectfully


Rush Hogue



**City of Conway Arkansas
Ordinance No. O-10-_____**

AN ORDINANCE APPROPRIATING FUNDS TO THE SANITATION DEPARTMENT FOR TWO WASTE PUMPS; AND FOR OTHER PURPOSES;

WHEREAS, bids for two waste pumps for the Leachate Holding Tank have been received and presented to Council for consideration; and

WHEREAS, the funding for this purchase and the cost of replacing the valves and flow meter have not previously been budgeted for or appropriated by Council action; and

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

SECTION 1. The City of Conway accepts the lowest bid of \$16,699 from H&E Engineered Equipment, Inc. as the lowest bidder for two waste pumps.

SECTION 2. The City of Conway shall appropriate funds from the Sanitation Enterprise Fund Balance Appropriation account (50.990) in the amount of \$19,899 into the Sanitation Enterprise Fund Heavy Equipment account (50.118.934).

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

PASSED this 13th day of April, 2010.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



City of Conway Arkansas
Ordinance No. O-10-_____

**AN ORDINANCE APPROPRIATING FUNDS FOR THE CITY OF CONWAY SANITATION DEPARTMENT FOR A 2010
 AUTOMATED RECYCLING SYSTEM, DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES,**

WHEREAS, the City Council of the City of Conway accepted the bid from Nexgen Baling Systems for a 2010 Automated Recycling System in the amount of \$1,583,700; and

WHEREAS, additional cost have incurred with work associated with the automated recycling system that included, electric work, conveyor pit and the platforms/stairs; and

WHEREAS, the cost for the Automated Recycling System project has totaled \$1,934,167.21; and

WHEREAS, the expenses incurred in the Sanitation Enterprise fund will be reimbursed with funding provided by US Bank with an approved amount of \$2,000,000 for the Automated Recycling System; and

WHEREAS, the 2010 budget stated amount for this project was \$1,709,275; and funding for the additional amount of \$225,000 has not previously been 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 funds in the amount of \$225,000 from the Sanitation Enterprise Fund Fund Balance Account (50.990) and appropriate those funds to Sanitation Enterprise Heavy Equipment Account (50.118.934) for the Automated Recycling System Project.

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 13th day of April, 2010.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
 City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-10-__

AN ORDINANCE AMENDING TITLE 12 (PARKS AND RECREATION) OF THE CONWAY MUNICIPAL CODE; REPEALING ANY ORDINANCES IN CONFLICT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, the Mayor and City Council desire to amend Title 12 of the Conway Municipal Code;

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

SECTION 1. Title 12 (Parks and Recreation) Chapter 12.12 (Activity On And Around Beaverfork Lake) Section 22 (Structures) shall be amended to read as follows:

1. **12.12.22.A.2** Rules governing boat docks, boat houses, and piers generally:

Landowners wishing to construct a new structure into the lake must complete an application to apply for approval to build a structure into the lake. The applicant must submit documentation showing the location of the property for which a permit is requested, the existing lot lines and the extrapolation of these lines into the lake, the design and dimensions of the structure and the materials to be used in construction [and a written agreement, signed by all owners of record of the adjacent property for which the permit is requested, providing that if the structure is removed or demolished by the City pursuant to the procedures of Chapter 12.12 of the Conway Municipal Code, the permittee, applicant and property owner agrees to pay to the City the costs of such removal or demolition.](#) Additional documentation may be required if the submitted documents do not clearly show the application meets the requirements of this code. The Lake Supervisor as well as the City Building Inspector, and a registered professional engineer must certify the application and they must conform to Beaverfork ordinance and design guidelines. New structures permitted for construction only are subject to periodic review of city building inspectors. Final approval must be granted by the City Building Inspector in writing [and the written agreement governing removal or demolition costs must be executed](#) prior to the issuance of the annual permit and occupancy and use of the structure by the applicant. (As amended by Ord. No. O-07-97, Sec 2)

Structures in the lake must remain in good repair, pass the annual inspection, [have on file with the City the written agreement governing removal or demolition costs set out above](#) and pay the required annual fee. Failure to maintain those fees and standards [or execute the written agreement](#) shall be grounds for revoking or non-renewal of the permit, demolition of the structure, and denial of lake access.

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

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

PASSED this 13th day of April, 2010.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-10-_____

AN ORDINANCE APPROPRIATING FUNDS FOR THE CITY OF CONWAY FOR A SETTLEMENT OFFER TO ADEQ; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:

WHEREAS, an underground storage tank (UST) registered to the City of Conway was located at the Conway Police Department;

WHEREAS, pursuant to an inspection by ADEQ, it was determined that the UST had been removed from the facility by a contractor unlicensed by the department, resulting in a violation of Regulation 12.504 (A) (1).

WHEREAS, a settlement was reached with a penalty amount of \$2,000 for the violation noted.

WHEREAS, the funding for this action has not previously been 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 \$2,000 from the Fund Balance Appropriation Account to the Legal Fees Account (01.106.263).

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; 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 13th day of April, 2010.

Approved:

Attest:

Mayor Tab Townsell

Michael O. Garrett
City Clerk/Treasurer

ADEQ

ARKANSAS
Department of Environmental Quality

April 2, 2010

Mr. Michael Murphy
Conway City Attorney
Guy W. Murphy Building
1234 Oak Street
Conway, AR 72034

Re: In the Matter of the City of Conway; Docket 10-003;
CONSENT ADMINISTRATIVE ORDER

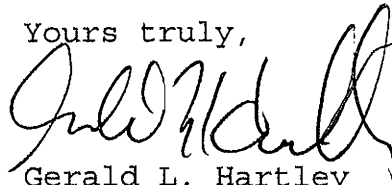
Dear Mr. Murphy:

Enclosed please find the Consent Administrative Order that had been prepared to reflect the settlement of this administrative enforcement proceeding.

Following execution of the CAO by the Mayor, return it along with the required payment to my office at the address appearing on this letterhead.

If I may be of additional assistance or information, do not hesitate to contact my office at 501-682-0030.

Yours truly,



Gerald L. Hartley

ak/GLH

Enclosure: Consent Administrative Order

ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

**CITY OF CONWAY
TAB TOWNSELL, MAYOR
1201 WALNUT STREET
CONWAY, AR 72032**

**LIS 10-029
AFIN: 23-01052**

CONSENT ADMINISTRATIVE ORDER

This Consent Administrative Order is issued pursuant to the authority of Arkansas Code of 1987 Annotated (A.C.A.) §8-7-801 et seq., A.C.A. §8-7-508, The Arkansas Water and Air Pollution Control Act (A.C.A. §8-4-101 et seq.), the regulations promulgated thereunder, in particular Arkansas Pollution Control and Ecology Commission (APC&EC) Regulation Number 12 (Storage Tank Regulations.) All Code of Federal Regulations references contained herein are incorporated by reference in Chapter 1, Section 12.104 of APC&EC Regulation Number 12.

The issues herein having been settled by agreement of The City of Conway (hereinafter “Respondent”) and the Director of the Arkansas Department of Environmental Quality (ADEQ), it is hereby agreed and stipulated that the following Findings of Fact and Order and Agreement be entered herein.

FINDINGS OF FACT

1. Department records reveal there was one (1) underground storage tank (UST) located at the City of Conway Police Department, 1105 Prairie, Conway, Arkansas (hereinafter the site). The UST was registered to the City of Conway.

2. On August 25, 2009, Department personnel conducted an on site visit at this facility. During the onsite visit, Department personnel learned that the UST had been removed from the facility on June 15, 2009, by a contractor unlicensed by the department. This is a violation of Regulation 12.504(A)(1).
3. The Respondent failed to provide the Department notification at least 30 days before beginning the permanent closure of the UST. This is a violation of 40 CFR 280.71 (a).
4. On September 9, 2009, the Department mailed a certified letter to the Respondent to explain the necessary documents and procedures required to permanently close this facility in accordance with 40 CFR §280.71.
5. As a result of the certified letter, the Respondent re-assessed the site using a licensed contractor and submitted its site assessment results and notification for permanent closure to the Department on October 7, 2009.
6. On February 26, 2010, ADEQ issued a Notice of Violation (NOV), LIS No. 10-029 to the Respondent with a civil penalty assessment of Three Thousand Dollars (\$3,000.00).

ORDER AND AGREEMENT

WHEREFORE, Respondent and the Arkansas Department of Environmental Quality do hereby stipulate and agree:

7. In settlement of this matter, Respondent agrees to pay a penalty in the amount of Two Thousand Dollars (\$2,000.00) for the violation noted. Payment shall be due within thirty (30) days of the effective date of this Order and shall be made to the Arkansas Department of

Environmental Quality and mailed to the attention of the Fiscal Division, Arkansas Department of Environmental Quality, 5301 Northshore Drive, North Little Rock, Arkansas 72118-5317.

8. If the Respondent fails to submit to ADEQ any reports or plans, or to meet any other requirement of this CAO within the applicable deadline established in this CAO, the Respondent consents and agrees to pay, on demand, to ADEQ civil penalties according to the following schedule:

- | | |
|--|------------------|
| a) First day through tenth day: | \$50.00 per day |
| b) Eleventh day through twentieth day: | \$100.00 per day |
| c) Twenty-first day through thirtieth day: | \$200.00 per day |
| d) Each day beyond thirtieth day: | \$500.00 per day |

These stipulated penalties for delay in scheduled performance shall be in addition to any other remedies or sanctions which may be available to ADEQ by reason of the Respondent's failure to comply with requirements of this CAO. ADEQ reserves its rights to collect other penalties and fines pursuant to its enforcement authority in lieu of the stipulated penalties set forth above.

9. Nothing in this Consent Administrative Order shall be construed as a waiver by ADEQ of its authority to recover from any responsible party costs incurred for undertaking corrective action in connection with the site described herein nor of its authority over violations not specifically addressed herein. Also, this Consent Administrative Order does not purport in any way to relieve Respondent of its responsibilities for obtaining any necessary permits; nor does it exonerate any past, present, or future conduct except as expressly addressed herein.

10. This Order is subject to public review and comment in accordance with A.C.A. §8-4-103(d) and is therefore not final until thirty (30) days after public notice of the Order is given. ADEQ retains the right and discretion to rescind this Order based on comments received within

the thirty-day public comment period or based on any other considerations which may subsequently come to light. If the CAO is set aside, the NOV shall be reinstated.

11. As provided by APC&EC Regulation No. 8, this matter is subject to being reopened upon Commission initiative or in the event a petition to set aside this Order is granted by the Commission.

12. The Request for Hearing is hereby withdraw and shall without further Commission action, cause the docket to be immediately closed.

SO ORDERED THIS _____ DAY OF _____, 2010.

Teresa Marks, Director

APPROVED AS TO FORM AND CONTENT:

THE CITY OF CONWAY BY:

BY: _____ TITLE: _____
TAB TOWNSELL (Signature) MAYOR OF THE CITY OF CONWAY

(Type or Print Name) DATE: _____



RAPERT & PILLOW
FINANCIAL
INVESTMENTS & WEALTH MANAGEMENT

TO: Lisa Mabry-Williams
Human Resources
City of Conway

FROM: Jason Rapert
Managing Partner
Rapert & Pillow Financial

DATE: March 29, 2010

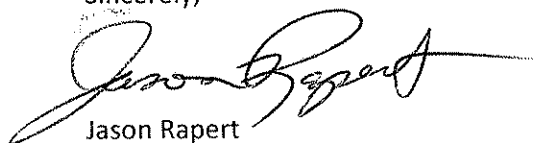
RE: City of Conway 457 Plan

I am writing to inform you that as the advisor on the City of Conway 457 Plan, I have changed my broker-dealer affiliation. I have formed a local financial advisory firm with my partner, Greg Pillow. Rapert & Pillow Financial is an independent business and we have a broker-dealer relationship with ProEquities, Inc..

It has been my pleasure to serve the employees of the City of Conway through the American Funds 457 Plan. As requested, if you would like for me to continue being the advisor, the attached forms must be completed. There is no charge nor is there any change of service to simply have me to continue as your advisor on the plan. We must simply give notice of my new affiliation and have you sign the authorization.

Thank you and my best.

Sincerely,



Jason Rapert

4150 Tyler Street, Suite 3 • Conway, AR 72034
501.327.5552 • Toll Free: 877.327.5552 • Fax: 501.327.5553
www.rapertandpillow.com

Advisory Services offered through Investment Advisors, a division of ProEquities, Inc. a Registered Broker/Dealer and Member FINRA/SIPC.
Rapert & Pillow Financial is independent of ProEquities, Inc.



NOTE: This form must be completed and signed by the broker-dealer and the shareholder(s) before being mailed or faxed.

1 Shareholder information

Please print showing the exact manner in which the account is now registered. If you want to list additional accounts, attach a separate page.

CB & T Custodian
First name of shareholder: MI Last
City of Conway
First name of co-shareholder (if applicable): MI Last
Residence address (physical address required — no P.O. boxes): 1201 Oak St., Conway, AR 72032

Only accounts listed in this section will be changed. You must provide at least one account number.

Account numbers table with columns for Reference #, Account numbers, and Account numbers. Includes handwritten red scribbles and 'Note: City of Conway' and 'TAX ID: [scribble]'.

2 Former broker-dealer firm and/or financial adviser

Merrill Lynch Name of broker-dealer firm
Stanley Jason Rapert Rep # 1011 Adviser's name

3 New broker-dealer firm or financial adviser designation

You are authorized to act as our agent in connection with transactions under the authorization referred to below.

Stanley Jason Rapert Name of adviser
UA5 Adviser ID number
4YZ Branch number
(501) 327-5552 Ext. 301 Phone
4150 Tyler Street Adviser's branch address
Conway City
AR 72034 State ZIP
ProEquities, Inc. Name of broker-dealer firm
X Broker-dealer's authorized signature

4 Signature(s)

If shares are held in more than one name, all must sign.

Please make the above changes in designation of investment broker-dealer and/or adviser through whom American Funds is authorized to purchase shares of the fund(s) in my shareholder account. This change does not otherwise alter the terms and provisions of such account, and the new broker-dealer, by his or her signature in Section 3, agrees to act as a dealer in accordance therewith. This Change of Dealer Authorization will become effective once American Funds has had reasonable time to act.

X Signature of shareholder
Date (mm/dd/yyyy)
X Signature of co-shareholder (if applicable)
Date (mm/dd/yyyy)

Note: Fax this form to 888/421-4351 or mail to the appropriate service center for your state using the maps below.

Indiana Service Center and Virginia Service Center maps and addresses. Includes maps of Indiana and Virginia and contact information for American Funds Service Company in both states.

If you have questions or require more information, please call 800/421-0180.

New Accounts
Corporate Resolution for Pensions,
401(k), 403(b) or Other Benefit Plans
6/21/07

Name of benefit plan ("Plan"): City of Conway 457 Plan

Name of organization (corporation, partnership, sole proprietorship, limited liability company, etc.) that established the plan "Organization": City of Conway

Type of Plan (select one):

A. Participant-Directed [Each Plan participant opens one or more brokerage or non-brokerage accounts with ProEquities, Inc., a registered broker/dealer ("ProEquities") and has authority to give orders in such account(s) for the purchase, sale, transfer or exchange of such securities (or of sub accounts or funds within such securities).]

B. Non Participant-Directed [The Plan opens one or more brokerage or non-brokerage accounts with ProEquities, and the Authorized Individuals (as defined below), and not individual Plan participants, have authority to give orders in such account(s) for the purchase, sale, transfer or exchange of such securities (or of sub accounts or funds within such securities).]

C. Other (please explain) _____

*Note: This is a shell account only, all assets of City of Conway 457 Plan held at American Funds.

I. ESTABLISHMENT OF PLAN. I hereby certify that the Organization (acting pursuant to its governing documents and in accordance with applicable law and through the proper action there under of its board of directors, partners, officers, or other duly authorized persons) has established the Plan (which is a defined benefit pension plan or defined contribution pension plan (such as a 401(k) plan, 403(b) plan, or money purchase pension plan)) for the benefit of its employee(s).

II. AUTHORITY OF AUTHORIZED INDIVIDUALS. If the Plan is Participant-Directed (as indicated above), I hereby certify that each of the individuals set forth below (the "Authorized Individuals") is properly authorized to (1) deliver money and securities to, and (to the extent permitted by the Plan) to receive money and securities from, the account or accounts that are opened by the Plan participants, (2) provide ProEquities and other necessary parties with a certification of the names and signatures of the Authorized Individuals, and to update such certification as from time to time required, and (3) execute and deliver, in the name and on behalf of the Plan, such agreements, certificates, endorsements and other documents as may be necessary or appropriate to carry out the intents and purposes of the Plan and this Certificate and Arbitration Agreement.

If the Plan is Non Participant-Directed (as indicated above), I hereby certify that each of the individuals set forth below (the "Authorized Individuals") is properly authorized to (1) open and maintain brokerage or non-brokerage account or accounts with ProEquities for and on behalf of the Plan, (2) give orders in such account or accounts for the purchase, sale, transfer or exchange of such securities (or of sub-accounts or funds within such securities) as the Authorized Individuals may from time to time determine, (3) deliver money and securities to, and receive money and securities from, such account or accounts, (4) provide ProEquities and other necessary parties with a certification of the names and signatures of the Authorized Individuals, and to update such certification as from time to time required, and (5) execute and deliver, in the name and on behalf of the Plan, such agreements, certificates, endorsements and other documents as may be necessary or appropriate to carry out the intents and purposes of the Plan and this Certificate and Arbitration Agreement.

III. AUTHORIZED INDIVIDUALS.

I hereby certify that each of the following is an Authorized Individual, and that the signature opposite his or her name is his or her actual signature:

Name: Mayor Tab Townsell Signature: _____
Name: _____ Signature: _____
Name: _____ Signature: _____
Name: _____ Signature: _____

IV. ACKNOWLEDGEMENTS.

I understand and acknowledge that ProEquities is not responsible for making an independent determination of whether instructions that it receives from the Authorized Individuals or Plan participants are in accordance with the terms of the Plan.

V. ARBITRATION DISCLOSURE.

SECTION VI OF THIS CERTIFICATE AND ARBITRATION AGREEMENT CONTAINS A PREDISPUTE ARBITRATION PROVISION. I AGREE AND UNDERSTAND THAT:

- (A) ARBITRATION IS FINAL AND BINDING ON THE PARTIES.
- (B) THE PARTIES ARE WAIVING THEIR RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL.
- (C) PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS.
- (D) THE ARBITRATORS' AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED.
- (E) THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

VI. ARBITRATION AGREEMENT.

I AGREE, FOR AND ON BEHALF OF THE PLAN, THAT ANY CONTROVERSY BETWEEN THE PLAN, ANY RELATED TRUST, THE PLAN ADMINISTRATOR, AND ANY PLAN PARTICIPANT (ON ONE HAND) AND PROEQUITIES OR ITS OFFICERS, EMPLOYEES OR REGISTERED REPRESENTATIVES (ON THE OTHER) ARISING OUT OF OR RELATED TO THE PLAN'S BUSINESS OR THIS CERTIFICATE AND ARBITRATION AGREEMENT SHALL BE SUBMITTED TO ARBITRATION CONDUCTED BEFORE ANY NATIONAL SECURITIES EXCHANGES ON WHICH A TRANSACTION GIVING RISE TO SUCH CLAIM TOOK PLACE (AND ONLY BEFORE SUCH EXCHANGE) OR THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC., AND IN ACCORDANCE WITH ITS RULES. ARBITRATION MUST BE COMMENCED BY SERVICE UPON THE OTHER PARTY OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE.

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS ACTION WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (I) THE CLASS CERTIFICATION IS DENIED, (II) THE CLASS IS DECERTIFIED; OR (III) THE CLIENT IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT TO THE EXTENT STATED HEREIN.

VII. SIGNATURES.

This Certificate and Arbitration Agreement is signed by (a) a duly authorized Trustee of the Plan, or (b) the Plan's duly authorized Plan Administrator, or (c) a duly authorized officer or representative of the Plan Administrator, who is acting (in each case) pursuant to authority granted by the terms of the Plan. I understand that this Certificate and Arbitration Agreement contains a pre-dispute arbitration clause, beginning on the previous page.

Signature
Mayor Tab Townsell

Name (please print)

Capacity (Trustee, Plan Administrator, Officer or Representative
of Plan Administrator)

In order for your account to be opened promptly and accurately, provide the information requested on the form as outlined in the instructions below.

I. ACCOUNT TYPE (Check all that apply)

Cash—Indicates that you will be paying for transactions in full by settlement date.

Asset Management—Indicates that you wish to link your investment and check writing services, and organize all of your account activity in one statement. This account type also requires a signed Asset Management Account Application.

Retirement—This account type requires a Retirement Account Application for accounts for which Pershing LLC is custodian.

II. ACCOUNT REGISTRATION (Check one)

Additional documentation may be required for certain registrations. Use the supplemental sheets (see Advisor Portal) to identify all participants and their respective roles in the account. Contact your investment professional for more information.

III. ACCOUNT TITLE AND CONTACT INFORMATION

This **MUST** be completed in order to establish the account.

IV. ACCOUNT ADDRESS AND AUTHORITY

The legal address **MUST** be a street address. A post office box is not acceptable for a legal address. A legal address is the place where the entity maintains a physical presence. For those accounts opened for foreign entities, the legal address must be the same as the permanent address listed on IRS Form W-8BEN or W-8IMY.

V. U.S. TAXPAYER INFORMATION AND CERTIFICATION

U.S. persons must sign the U.S. taxpayer certification built into the new account form. If you are a foreign entity, you should not sign the taxpayer certification included in this form, and instead submit an IRS Form W-8BEN or W-8IMY with this application. The entity's country of permanent residence is the country where the entity claims permanent residence for purposes of that country's income tax. If a reduced rate of withholding is being claimed under an income tax treaty, residency must be determined in the manner required by the treaty. If the entity does not have a tax residence in any country, the permanent residence is where the entity maintains an office.

VI. RISK EXPOSURE/ACCOUNT INVESTMENT OBJECTIVES

Account Investment Objective definitions are reflected on the last page of the document.

VII. PARTICIPANT, FINANCIAL AND EMPLOYMENT INFORMATION

PARTICIPANT ROLES—The codes below designate the participant role for each participant on an account:

ADMIN Administrator
EXEC Executor
GRNT Grantor
PLAD Plan Administrator
PATN Power of Attorney
STLR Settlor
TSTE Trustee

VIII. IDENTIFICATION INFORMATION

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial organizations to obtain, verify, and record information that identifies each person who opens an account. When you open an account, we will ask for information that will allow us to identify you. We may also ask you to provide a copy of your driver's license or other identifying documents. The information you provide in this form may be used to perform a credit check and verify your identity by using internal sources and third party vendors. If additional space is needed, attach a separate sheet.

IX. TRANSACTION PROCESSING

Check the appropriate boxes to tell us how your proceeds, dividends/interest, or periodic principal distributions should be handled.

X. INTERESTED PARTIES

If you would like to add an interested party to your account, provide their contact information in this section. Check if you would like for them to receive copies of your statements and confirmations.

XI. ADDITIONAL INFORMATION

Use this section to provide additional information about your account.

Private Banking Account—For the purpose of the USA PATRIOT Act, a private banking account is defined as an account or combination of accounts (deposit or loan) that requires a minimum deposit of at least one million dollars, is established by one or more individuals, and is assigned to or managed by an employee of a financial institution who acts as a liaison between the institution and the owner of the account for non-U.S. persons or for the benefit of the non-U.S. persons.

Foreign Bank—This primarily refers to "Shell Banks". A foreign shell bank is a bank that has a license to do banking from a foreign jurisdiction but cannot do banking business in that jurisdiction and has neither a physical presence in any jurisdiction nor an appropriate affiliation with a regulated, non-shell bank.

XII. SIGNATURES

Sign and date the form.

QUALIFIED MANAGED ACCOUNTS
NEW ACCOUNT FORM

BROKERAGE NON-BROKERAGE BOTH

For office use only: ACCOUNT NUMBER: - RR: COST BASIS NEEDED: Additional Costs Apply

I. ACCOUNT TYPE (Check all that apply)

- CASH ASSET MANAGEMENT* RETIREMENT*

*ADDITIONAL DOCUMENTATION MAY BE REQUIRED TO OPEN THESE ACCOUNT TYPES. CONTACT YOUR INVESTMENT PROFESSIONAL FOR MORE INFORMATION.

II. ACCOUNT REGISTRATION (Check one)

TRUST* Establishment Date: _____

Trustees: _____

Beneficiaries: _____

CORPORATE PENSION/PROFIT SHARING PLAN*

Plan Name: City of Conway 457 Plan

Trustees: Mayor Tab Townsell

Beneficiaries: _____

III. ACCOUNT MAILING ADDRESS AND AUTHORITY

ADDRESS: 1201 Oak St. CITY: Conway STATE: AR
 PROVINCE/COUNTY/SUBDIVISION: Faulkner COUNTRY: USA ZIP/POSTAL CODE: 72032
 TELEPHONE NUMBER: (Day) 501-450-6102 (Evening) _____ E-MAIL: _____

ACCOUNT AUTHORITY

STATE IN WHICH THE ACCOUNT IS ESTABLISHED: AR Will you be giving discretion over this account to another? Yes No

If yes, what is the person's name and relationship to you: _____

If an individual has given discretion to another over this account, has a power of attorney or other form been submitted? Yes No

If the account is established for a trust, corporation, estate, or other entity, has a certificate of trust, corporate resolution, letter of appointment, or other appropriate documentation establishing and delegating authority been submitted: Yes No

IV. ACCOUNT LEGAL ADDRESS

LEGAL ADDRESS: IF IT IS DIFFERENT FROM YOUR MAILING ADDRESS (refer to Page 1, Section IV)

ADDRESS: (same) CITY: _____ STATE: _____
 PROVINCE/COUNTY/SUBDIVISION: _____ COUNTRY: _____ ZIP/POSTAL CODE: _____
 TELEPHONE NUMBER: (Day) _____ (Evening) _____ E-MAIL: _____

*ADDITIONAL DOCUMENTATION MAY BE REQUIRED TO OPEN THESE ACCOUNT TYPES. CONTACT YOUR INVESTMENT PROFESSIONAL FOR MORE INFORMATION.



NAW9

NEW ACCOUNT FORM

V. U.S. TAXPAYER INFORMATION AND CERTIFICATION

TAXPAYER IDENTIFICATION NUMBER: -

COUNTRY OF PERMANENT RESIDENCE:

TAXPAYER IDENTIFICATION NUMBER: -

COUNTRY OF PERMANENT RESIDENCE:

PLEASE CERTIFY YOUR TAXPAYER IDENTIFICATION NUMBER HERE (THIS SECTION IS NOT TO BE USED BY NONRESIDENT ALIENS AND FOREIGN ENTITIES)

Taxpayer Certification: Under penalties of perjury, I certify that: (1) the number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me); (2) I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and (3) I am a U.S. person (including a U.S. resident alien).

NOTE: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For accounts exempt from backup withholding (if you are unsure, ask us for a complete set of IRS instructions), write the word "Exempt Payee" here: _____

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

TRUSTEE SIGNATURE: _____ DATE: _____

TRUSTEE SIGNATURE: Mayor Tab Townsell

TRUSTEE SIGNATURE: _____ DATE: _____

TRUSTEE SIGNATURE: _____ DATE: _____

VI. RISK EXPOSURE/ACCOUNT INVESTMENT OBJECTIVES

RISK EXPOSURE: (Check one) Low Moderate High Risk Speculation

ACCOUNT INVESTMENT OBJECTIVES: (Check one) Income Growth & Income Long-Term Growth Short-Term Trading

Account Investment Objective definitions reflected on the last page of the document

VII. PARTICIPANT, FINANCIAL AND EMPLOYMENT INFORMATION

CHECK BOX IF THERE ARE MORE THAN TWO PARTICIPANTS FOR THE ACCOUNT. USE THE PARTICIPANT INFORMATION SUPPLEMENTAL FORM (SEE ADVISOR PORTAL) TO IDENTIFY ADDITIONAL PARTICIPANTS AND THEIR RESPECTIVE ROLES IN THE ACCOUNT. NOTE: When using supplemental sheets you must ensure that they are attached to the end of this form.

COMPANY/PLAN INFORMATION

COMPANY/PLAN NAME: City of Conway 457 Plan PERSON ENTITY

ADDRESS: 1201 Oak St. **NOTE: Refer to page 1, section VII. for the appropriate participant role code.**
Conway, AR 72032

NOTE: May be aggregated with other joint tenants, check box if aggregated

TRUSTEE'S EMPLOYER'S NAME: City of Conway

TRUSTEE'S EMPLOYER'S ADDRESS: 1201 Oak St. CITY: Conway STATE: AR

PROVINCE/COUNTY/SUBDIVISION: Faulkner COUNTRY: USA ZIP/POSTAL CODE: 72032

ARE YOU AN EMPLOYEE OF THIS BROKER-DEALER: Yes No

VIII. IDENTIFICATION INFORMATION

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial organizations to obtain, verify, and record information that identifies each person who opens an account. When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask you to provide a copy of your driver's license or other identifying documents. The information you provide in this form may be used to perform a credit check and verify your identity by using internal sources and third party vendors. If additional space is needed, attach a separate sheet.

NOTE: If this customer has an existing account with Your Broker-Dealer, please check the box. Section 326 of the USA Patriot Act requires that the identity of all new customers be verified upon opening a new account effective 10/1/2003. If this customer has an existing account with Your Broker-Dealer, the following information is not required.

TRUSTEE

TRUSTEE UNEXPIRED CURRENT PASSPORT NUMBER:* _____ COUNTRY ISSUING PASSPORT: _____

TRUSTEE ISSUANCE DATE: _____ EXPIRATION DATE: _____

TRUSTEE UNEXPIRED PHOTO GOVERNMENT ID NUMBER: _____ TYPE OF UNEXPIRED PHOTO GOVERNMENT ID: Drivers License

TRUSTEE ISSUANCE DATE: _____ EXPIRATION DATE: _____

TRUSTEE COUNTRY OF GOVERNMENT IDENTIFICATION: _____ STATE/PRIMARY SUBDIVISION OF GOVERNMENT IDENTIFICATION: _____

CO-TRUSTEE

TRUSTEE UNEXPIRED CURRENT PASSPORT NUMBER:* _____ COUNTRY ISSUING PASSPORT: _____

TRUSTEE ISSUANCE DATE: _____ EXPIRATION DATE: _____

TRUSTEE UNEXPIRED PHOTO GOVERNMENT ID NUMBER: _____ TYPE OF UNEXPIRED PHOTO GOVERNMENT ID: Drivers License

TRUSTEE ISSUANCE DATE: _____ EXPIRATION DATE: _____

TRUSTEE COUNTRY OF GOVERNMENT IDENTIFICATION: _____ STATE/PRIMARY SUBDIVISION OF GOVERNMENT IDENTIFICATION: _____

If registration is for an entity rather than a person:

CORPORATE BUSINESS ID NUMBER (IF APPLICABLE): _____ FORMATION DATE OF CORPORATION/BUSINESS: 1871

STATE/PROVINCE OF CORPORATION/BUSINESS: Arkansas COUNTRY OF CORPORATION/BUSINESS: USA

DOCUMENT REVIEWED:

- CERTIFIED ARTICLES OF INCORPORATION
- PARTNERSHIP AGREEMENT
- GOVERNMENT ISSUED BUSINESS LICENSE
- TRUST INSTRUMENT

FOR BROKER-DEALER USE ONLY

METHOD USED TO VERIFY ID OF ALL ACCOUNT HOLDERS:

- CDCR—COMPLIANCE DATA CENTER INC. REPORT
- RDCR—REGULATORY DATA CORPORATION
- INRV—INTERNAL REVIEW
- OTHR—OTHER IDENTIFICATION VENDOR

IDENTIFICATION VERIFICATION COMMENTS: _____

*Should be provided for all nonresident aliens, along with an IRS Form W-8BEN.

NEW ACCOUNT FORM

IX. TRANSACTION PROCESSING

PROCEEDS: Remit Proceeds Hold Proceeds in the Account Hold and Sweep Proceeds

Name of Money Market Fund: _____

DIVIDENDS/INTEREST: Hold Remit (Indicate frequency/method/start date below)
 Frequency: Semimonthly Monthly Bimonthly
 Quarterly Semiannually Annually

PERIODIC PRINCIPAL DISTRIBUTION:
 Amount: NA
 Frequency: Semimonthly Monthly Bimonthly
 Quarterly Semiannually Annually

First Payment Date: _____
 Method: Journal* (include account number): _____
 First Party Check Third Party* (provide name and address) ACH**

First Payment Date: _____
 Method: Journal* (include account number): _____
 First Party Check Third Party* (provide name and address) ACH**

(shell account only)

(shell account only)

* REQUIRES A COMPLETED LETTER OF AUTHORIZATION
 ** REQUIRES A COMPLETED ACH AUTHORIZATION FORM

INSTITUTIONAL DELIVERY INSTRUCTIONS (if applicable)

INSTITUTIONAL ID NUMBER: _____	AGENT BANK NUMBER: _____
DTC NUMBER: _____	INTERNAL ACCOUNT NUMBER: _____
ALERT ACRONYM: _____	ALERT ACCESS CODE: _____
FIRST DTC ID INTERESTED PARTY NUMBER: _____	FIRST DTC ID INTERESTED PARTY INTERNAL ACCOUNT NUMBER: _____
SECOND DTC ID INTERESTED PARTY NUMBER: _____	SECOND DTC ID INTERESTED PARTY INTERNAL ACCOUNT NUMBER: _____
ADDITIONAL INSTITUTIONAL DELIVERY INSTRUCTIONS: _____	ABA ROUTING NUMBER: _____

X. INTERESTED PARTIES

FIRST INTERESTED PARTY

ACCOUNT NAME: _____
 MAILING ADDRESS: _____ CITY: _____ STATE: _____
 PROVINCE/COUNTY/SUBDIVISION: _____ COUNTRY: _____ ZIP/POSTAL CODE: _____
 TELEPHONE NUMBER: (Day) _____ (Evening) _____ E-MAIL: _____
 TYPE OF NOTIFICATION: Statement Confirmation

SECOND INTERESTED PARTY

ACCOUNT NAME: _____
 MAILING ADDRESS: _____ CITY: _____ STATE: _____
 PROVINCE/COUNTY/SUBDIVISION: _____ COUNTRY: _____ ZIP/POSTAL CODE: _____
 TELEPHONE NUMBER: (Day) _____ (Evening) _____ E-MAIL: _____
 TYPE OF NOTIFICATION: Statement Confirmation

XI. ADDITIONAL INFORMATION

PLEASE PROVIDE THE NAMES AND ADDRESSES OF YOUR BANKS: NA

WHAT IS THE SOURCE OF FUNDS FOR THIS ACCOUNT: Employee Salary Deferrals

ARE YOU OR ANYONE WITH AN INTEREST IN THIS ACCOUNT EITHER:
(1) a senior military, governmental, or political official in a non-U.S. country, or (2) closely associated with an immediate family member of such an official? Yes No
If yes, identify the name of the official, office held, and country:

IS THIS ACCOUNT A PRIVATE BANKING ACCOUNT DEFINED UNDER THE USA PATRIOT ACT? Yes No

IS THIS AN ACCOUNT FOR A FOREIGN BANK AS DEFINED UNDER THE USA PATRIOT ACT? Yes No

See definitions under #X1 on the instruction page

ADDITIONAL INFORMATION:

XII. SIGNATURES

Please review your information, read the Agreement on pages 7 & 8, and sign below. Keep a copy for your records.
NOTE: This document contains a predispute arbitration clause, which appears on page 8 in paragraphs 19 and 20. By signing this document, I acknowledge that I have received and read the predispute arbitration clause as part of this agreement.

TRUSTEE SIGNATURE: Mayor Tab Townsell DATE: _____

TRUSTEE SIGNATURE: _____ DATE: _____

FOR BROKER-DEALER USE ONLY

METHOD USED TO VERIFY ID OF ACCOUNT HOLDERS: DATABASE VERIFICATION IN-PERSON VERIFICATION

ACCEPTED: INVESTMENT PROFESSIONAL IS REGISTERED IN THE STATE OF CUSTOMER'S RESIDENCE

INVESTMENT PROFESSIONAL: (PRINT NAME) _____

SIGNATURE: _____ DATE: _____

PRINCIPAL: (PRINT NAME) _____

SIGNATURE: _____ DATE: _____

TO: PROEQUITIES AND ITS ASSIGNS:

NEW ACCOUNT AGREEMENT

In this agreement, the word "you" and "your" refer to Your Broker-Dealer and any clearing firms, registered representative or other agent of Your Broker-Dealer that is involved with the undersigned's account. This agreement sets forth the terms pursuant to which you accept, open and maintain one or more accounts of the undersigned (whether designated by name, number or otherwise, and whether brokerage or non-brokerage) for the purchase, sale, or carrying of securities, options, contracts relating thereto, and or other property (collectively, "property").

1. **PROVISIONS IN THE EVENT OF FAILURE TO PAY OR DELIVER** — Whenever the undersigned does not, on or before the settlement date, pay in full for any security purchased for the account of the undersigned, or deliver any security sold for such account, you are authorized (subject to the provisions of any applicable statute, rule, or regulation):
 - (A) Until payment or delivery is made in full, to pledge, repledge, hypothecate, or rehypothecate, without notice, any or all securities which you or your clearing agent may hold for the undersigned (either individually or jointly with others), separately or in common with other securities or commodities or any other property, for the sum then due or for a greater or lesser sum and without retaining in your possession and control for delivery a like amount of similar securities.
 - (B) To sell any or all securities which you or your clearing agent may hold for the undersigned (either individually or jointly with others), to buy in any or all securities required to make delivery for the account of the undersigned, or to cancel any or all outstanding orders or commitments for account of the undersigned.
2. **LIQUIDATION OF COLLATERAL** — If the undersigned fails to make any payment or deliver any property to you when due, fails to maintain in any account collateral of sufficient value to meet your then-current requirements, or otherwise fails to discharge any obligation to you; or should the undersigned die; or should for any reason deem it necessary for your protection, you are authorized to sell any securities or other property in any account of the undersigned, or otherwise effect settlement or cancel any outstanding orders to satisfy any such requirement or obligation, or to close out the accounts of the undersigned, in whole or in part. Any such sale, purchase, settlement or cancellation may be made at your discretion and at your prevailing commission rates without advertisement, tender or demand of any kind on the undersigned. The undersigned shall be liable for any deficiency in any account of the undersigned. The undersigned shall also be liable for any fines, assessments or other costs leveled against you by any exchange, clearinghouse or regulatory authority resulting from the undersigned's failure to deliver or otherwise make available any property sold by you at the undersigned's direction.
3. **GENERAL PROVISIONS** — Any sale, purchase, or cancellation authorized hereby may be made according to your judgement and at your discretion on the exchange or other market where such business is then usually transacted, at public auction, or at private sale without advertising the same and without any notice, prior to tender, demand or call, and you may purchase the whole or any part of such securities free from any right of redemption, and the undersigned shall remain liable for any deficiency. It is further understood that any notice, prior to tender, demand, or call from you shall not be considered a waiver of any provision of this agreement. The undersigned shall include any person executing this agreement.
4. **SUCCESSORS** — This agreement and its provisions shall be continuous, and shall inure to the benefit of your present organization, and any successor organization or assigns, and shall be binding upon the undersigned and/or the estate, executors, administrators, and assigns of the undersigned.
5. **AUTHORITY TO TRANSACT BUSINESS** — Each of the parties who executes this agreement in a representative or fiduciary capacity represents and warrants to you that he/she has the authority to enter into and operate under this agreement on behalf of his/her principal, and for the risk and in the name of principal. If this agreement is signed in a representative capacity by more than one person, and unless written notice to the contrary is provided to you before the transaction of any business in the account, each such person represents and warrants that any one of them, acting alone, may transact such business.
6. **INTEREST IN ACCOUNT** — No one except the undersigned has an interest in any of its accounts with you unless such interest is revealed in the title of such account, and in any case, the undersigned has the interest indicated in such title.
7. **ORDERS AND STATEMENTS** — Reports of the execution of orders and statements of the account of the undersigned shall be conclusive if not objected to in writing, the former within two days and the latter within ten days, after forwarding by you to the undersigned by mail or otherwise.
8. **EXTRAORDINARY EVENTS** — You shall not be liable for loss or delay caused directly or indirectly by war, natural disasters, government restrictions, exchange, or market rulings, or other conditions beyond your control.
9. **JOINT ACCOUNTS** — If this is a joint account, unless we notify you otherwise and provide such documentation, as you require, the brokerage account(s) shall be held by us jointly with rights of survivorship (payable to either or the survivor of us). Each joint tenant irrevocably appoints the other as attorney-in-fact to take all action on his or her behalf and to represent him or her in all respects in connection with this Agreement. You shall be fully protected in acting, but shall not be required to act upon the instructions of either of us. Each of us shall be liable, jointly and individually, for any amounts due to you pursuant to this Agreement, whether incurred by either or both of us.
10. **ADDRESS** — Communications may be sent to the undersigned at the current address of the undersigned which is on file at your office, or at such other address as the undersigned may hereafter give you in writing. All communications so sent, whether by mail, telegraph, messenger, or otherwise, shall be deemed given to the undersigned personally, whether actually received or not.
11. **RECORDING CONVERSATIONS** — The undersigned understands and agrees that for our mutual protection you may electronically record any of our telephone conversations.
12. **NO MODIFICATIONS** — This agreement may be amended only by a writing signed by you. Your decision to waive or delay application of any of your rights under this agreement (including specifically your rights regarding liquidation of collateral) shall not prevent you from enforcing its terms as written at a later date.
13. **DISCRETIONARY TRADING NOTICE OF AUTHORIZED TRADES** — No employee or representative of yours is authorized to effect trades for the undersigned without the undersigned's express prior approval, unless expressly agreed to in a separate grant to discretionary authority signed by the undersigned and by you. The undersigned agrees to bring any unauthorized activity to the attention of your Customer Service Department immediately. The undersigned's failure to immediately bring any unauthorized activity to your attention shall ratify and adopt such activity, and shall preclude the undersigned from claiming that the transactions were unauthorized.

TO: PROEQUITIES AND ITS ASSIGNS:

NEW ACCOUNT AGREEMENT

14. CAPACITY; NOTICE OF CHANGED CIRCUMSTANCES — The undersigned represents that, unless you have been notified in writing to the contrary, the undersigned, if a natural person, has reached the age of majority; the undersigned is not insolvent; the undersigned is not an employee of any securities exchange, or of any corporation of which any such exchange owns a majority of the capital stock, or of any member of any such exchange, or of a member firm, corporation or organization registered with any such exchange, or of a bank, trust company or insurance company or of any corporation, firm or individual engaged in the business of dealing wither as a broker or as principal in securities, bills of exchange, acceptances or other forms of commercial paper; the undersigned is not registered with any securities exchange, association or commission; and no one except the undersigned has an interest in any account of the undersigned with you. The undersigned agrees to promptly notify you in writing of any change in circumstances affecting the foregoing representations.

15. LIMITS ON TRANSACTIONS — You may limit the number of securities, options or contracts related thereto which you will place, buy, sell or hold for the undersigned's account and reserve the right to cease accepting orders for additional securities, options or contracts related thereto from the undersigned at any time.

16. COMMISSIONS, FEES AND CHARGES — The undersigned agrees that commissions and fees will be charge to the account in accordance with your policy. Commissions and fee amounts may be change from time to time by you without notice to the undersigned. Such fees may include (but not be limited to) a service charge related to the lack of account activity and a service charge for accounts transferred to other firms. The undersigned agrees that if payment is not made by settlement date for securities purchased in a cash account of the undersigned, to the extent provided by law, a late charge may be imposed at the maximum rate of interest permitted by law from the settlement date to the date of payment.

17. ATTORNEY'S FEES — Any expense, including costs and attorney's fees, incurred by you in collection of a deficit from the undersigned or in enforcing our rights under this agreement, shall be borne by the undersigned.

18. RATIFICATION OF PRIOR TRANSACTIONS — All transactions and dealings with you before the execution of this agreement are hereby ratified by the undersigned and the undersigned hereby agrees that all such transactions and dealings are subject to all terms and provisions of this agreement as if they had taken place after the execution hereof.

19. ARBITRATION DISCLOSURES

This agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

- All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which the claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim to arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

20. AGREEMENT TO ARBITRATE CONTROVERSIES

IT IS AGREED THAT ANY CONTROVERSY BETWEEN US ARISING OUT OF YOUR BUSINESS OR THIS AGREEMENT SHALL BE SUBMITTED TO ARBITRATION CONDUCTED BEFORE ANY NATIONAL SECURITIES EXCHANGES ON WHICH A TRANSACTION GIVING RISE TO SUCH CLAIM TOOK PLACE (AND ONLY BEFORE SUCH EXCHANGE) OR THE FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA), AND IN ACCORDANCE WITH ITS RULES. ARBITRATION MUST BE COMMENCED BY SERVICE UPON THE OTHER PARTY OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE. NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS ACTION WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (I) THE CLASS CERTIFICATION IS DENIED, (II) THE CLASS ACTION IS DECERTIFIED; OR (III) THE CLIENT IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT TO THE EXTENT STATED HEREIN.

DEFINITIONS OF INVESTMENT OBJECTIVES:

- **INCOME** — The account generally seeks current income (such as dividends and interest) and preservation of capital (The amount invested); little emphasis on growth (capital appreciation). Typical investments include money market funds, bonds and some dividend-paying stocks. Some risk of loss of capital.
- **GROWTH & INCOME** — The account generally seeks both current income and growth in value through capital appreciation. Typical investments include bonds and dividend-paying stocks. Greater risk of loss of capital and volatility of returns than accounts with an income objective.
- **LONG-TERM GROWTH** — The account generally seeks growth in value over an extended period, primarily through capital appreciation; little emphasis on current income. Typical investments include stocks that pay low or no dividends. Greater risk of loss of capital and volatility of returns than accounts with an income or growth & income objective, but with the potential for higher returns.
- **SHORT-TERM TRADING** — The account generally seeks returns on the amount invested through frequent, speculative trades in stocks and other investments. A high-risk strategy that can result in very volatile gains and losses, and in loss of all or most of the capital invested.

Consulting Agreement

THIS AGREEMENT is made and entered into by and between Lowell P. McClanahan ("McClanahan") and the City of Conway ("Conway") as of and effective April 1, 2010,

WITNESSETH:

Conway desires to retain McClanahan to perform consulting services, which consist of performing the job function and duties of the position of Chief Financial Officer of the City of Conway. McClanahan will report directly to Mayor Tab Townsell and will serve as an independently contracted Chief Financial Officer. McClanahan agrees to perform job duties as specified in the job description for the position of Chief Financial Officer, as well as other duties as to be subsequently assigned to him by the Mayor and other duties as he deems necessary in order to carry out his role as Chief Financial Officer for the City of Conway.

TERM OF AGREEMENT: This Agreement is specifically intended to be of a temporary nature, although the agreement may be extended annually under terms to be mutually determined and agreed upon by McClanahan and Conway. The services to be performed will be provided on a full-time basis to complete all necessary tasks, with compensation directly related to the effort expended by McClanahan. McClanahan is not an employee of Conway and has no rights or claims to any employee benefits. Should McClanahan be offered and accept employment with Conway in the future, this agreement will be terminated upon date of employment. McClanahan will be provided

adequate working space and equipment by Conway, but will have sole discretion as to when and where he performs the duties assigned.

COMPENSATION: McClanahan will be compensated an amount not to exceed \$60,000, which will be billed by McClanahan for projects as work is performed. Fees paid to McClanahan for performing the duties of the Chief Financial Officer are equivalent to an hourly rate of \$60.00 and McClanahan will remit timely invoices detailing the hours incurred in fulfilling this Agreement. Direct out of pocket expenses incurred by McClanahan in fulfilling his duties will be reimbursed, provided such expenses are specific to his performance under this Agreement and are approved in advance of being incurred by the Mayor. Conway will pay certain dues and subscriptions on behalf of McClanahan as to be determined by McClanahan and approved by the Mayor.

TERMINATION OF AGREEMENT: Either party to this Agreement has the ability and authority to terminate the Agreement with two week written notice. McClanahan performs his duties under the terms of this Agreement at the will of the Mayor and has no continuing right to future consulting fees.

If not terminated by the parties, this Agreement shall remain in effect for one year and may be renewed as evidenced by execution of a renewal agreement.

Lowell P. McClanahan

Tab Townsell, Mayor
City of Conway, Arkansas

(date)

(date)