

Mayor Tab Townsell

City Attorney Michael Murphy

City Clerk/Treasurer Michael O. Garrett



City Council Members

Ward 1 Position 1 – Andy Hawkins

Ward 1 Position 2 – David Grimes

Ward 2 Position 1 – Mark Vaught

Ward 2 Position 2 – Shelley Mehl

Ward 3 Position 1 – Jim Rhodes

Ward 3 Position 2 – Mary Smith

Ward 4 Position 1 – Theodore Jones Jr.

Ward 4 Position 2 – Shelia Whitmore

City of Conway - City Council Meeting

www.cityofconway.org

Tuesday, July 24th, 2012 @ 6:30pm

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

5:30pm - Committee Meeting:

Discussion of Management & Operations of the New Relocated Conway Municipal Airport

Call to Order: Mayor Tab Townsell

Roll Call: Michael O. Garrett, City Clerk/Treasurer

Minutes: June 26, 2012 & July 5, 2012 (Special) City Council Meeting

Announcements/Proclamations/Recognitions: *Employee Service Awards*

1. Report of Standing Committees:

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

1. Resolution authorizing the Mayor to accept a grant from the Federal Aviation Administration for the Relocated Conway Airport Site in the Lollie Bottoms Area.
2. Consideration of a change order (No. 2) from Garver Engineers for the Stage 1A Grading and Drainage for the Relocated Conway Airport.

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

1. Resolution requesting the Faulkner County Tax Collector place a certified lien against property located at 200 Fairway Drive & 401 Oliver Street for incurred expenses by the City of Conway.
2. Resolution to certify the local government endorsement of Brash, LLC (dba Otto Dental Supply) to participate in the Arkansas Investment Tax Credit Program.
3. Resolution entering into a joint agreement with the Conway Public Schools for use of Laurel Park tennis courts.
4. Consideration to enter into an easement agreement & impact fee agreement with The Village at Hendrix.
5. Ordinance accepting & appropriating funds for the planting of trees along Dave Ward Drive.
6. Ordinance accepting grant proceeds and appropriating funds for Conway EcoFest 2012.

7. Consideration of bids for the relocation of signs on various tracts for the Prince Street Improvement Project.
8. Ordinance to rezone property located at 1605 East Oak Street from R-1 & C-3 to PUD.
9. Ordinance to rezone property located at 2000 Dave Ward Drive; 706 & 708 S. Donaghey; and 703 & 707 S. Elizabeth from R-1 and O-2 to C-2.
10. Consideration of a conditional use permit on behalf of Kum & Go to allow gas pumps in C-2 zoning for property located at 2000 Dave Ward Drive, 706 & 708 S. Donaghey and 703 & 707 S. Elizabeth.

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

1. Ordinance accepting & appropriating grant funds from ADEQ to the Conway Sanitation Department.
2. Consideration to accept the proposal from Pepsi for beverage vending rights at all City of Conway facilities for a period of five (5) years.
3. Resolution accepting a proposal from Aramark for concession services at City of Colleges Park and Conway Station Park.
4. Ordinance appropriating funds for professional services for Curtis Walker Park & Conway Station Park.
5. Ordinance establishing and amending rules and regulations for parks and park facilities in the City of Conway.

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

1. Resolution to award a service weapon to the retired Fire Marshall at the Conway Fire Department.

E. Finance

1. Consideration to disposal of certain inventory for the Conway Finance Department.
2. Consideration to approve the monthly financials reporting ending June 30, 2012.

Old Business

New Business

Adjournment

Committee Meeting



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

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

July 18, 2012

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

Re: Relocated Conway Airport Project Update
And Local Funds & Local Issues

Dear Mayor Townsell:

The relocated Conway Municipal Airport is on a schedule that will allow a late summer 2014 opening. The initial facilities will provide a 5,500 foot long by 100 foot wide runway with a parallel taxiway and aprons for the Terminal Area, Corporate Hanger area, and Public Hanger area. At present, the initial facilities include a terminal building, a terminal area hanger, approximately 60 public hanger lease spaces (5 - 200' x 50' enclosed hangers). Several parties have expressed interest in leasing land along the corporate apron to construct their private use hanger by the opening date. The initial project includes access road, parking areas and utilities.

The following is a summary of current relocated Conway Airport construction status:

1. Two earthwork contracts totaling approximately \$5,000,000 have been awarded with the first contract substantially completed and the second contract likely to be substantially completed by the end of the year. The earthwork required to allow the paving contractor to proceed with the runway paving will be completed about the first of August.
2. An initial paving contract in the amount of \$4,399,181 was awarded to Weaver Bailey Construction at a special July 5, 2012 city council meeting. This project included the concrete paving of the runway, the segment of the taxiway along the terminal area, paving the terminal area apron. Sufficient funding is included in the 2012 grant to include paving of the majority of the Corporate Apron (to be added by change order). The low bid was for Concrete pavement with an option of 11" thickness for the ultimate design aircraft (90,000 pound wheel load) or 9.5" for the initial design aircraft (60,000 pound wheel load). The FAA will not fund the added thickness for the ultimate loading requirement. The city elected to pay the approximately \$240,000 difference for the added 1.5" thickness rather than likely several million and short time closure of the runway at a future date. The paving of the runway will likely be completed this fall with the taxiway and apron areas completed late next spring.
3. The remainder of the paving (taxiway and public hanger area) will be included in a 2013 FAA grant that should be awarded in July 2013. This grant will also include the runway lighting, pavement markings, onsite access roads and onsite utilities. This contract when completed in summer of 2014 will complete the initial infrastructure need for the opening of the airport.
4. The terminal building, hangers, offsite access road and off site utilities will be constructed using local city fund and Arkansas Department of Aeronautics grants in late 2012 thru summer 2014.

The listing of local funded projects and grant match requirements are listed on the attached Exhibit A. The primary funding for these projects will be from the sale of the existing 151 acres of aviation related Cantrell Field property. Richards A. Stephens and Associates estimated the current (Dec. 2011) market value in the \$8,395,000 to \$9,095,000 range. A loan (5 year max term) in the amount of \$7,500,000 has been secured from First Security Bank for interim financing to provide the required local funds prior to sale of the airport. . It looks as though we may need to defer some items or find some way to create additional funds for the airport.

The updated Request for Proposals for the purchase of the Cantrell Field property is attached for review and comments.

The FAA is pressing us for “Business Plan” for the airport along with an airport management plan. In addition, we need to establish the agreement and rates for the public hanger spaces and the corporate hanger land lease. The current Cantrell Field based pilots need to proceed with their plans for their facilities at the new airport.

The method of operating the airport can range from the city employee managed facility under the direct management of the Mayor to a Fixed Base Operator (FBO) arrangement managed by an Airport Commission. We currently utilize a FBO to operate and manage the airport with little or no input from city officials.

The FBO arrangement typically involves a long term (20+ years) lease of the facilities by an individual or a regional FBO Company. Several cities have elected to buy out their FBO and operate the airport themselves to assure that the airport users are properly accommodated and the facilities maintained to properly represent the city to airport users. West Memphis currently operates their airport with city employees. Utilizing their applicable 2012 budget items along with our fuel sales and projected hanger rentals, a preliminary budget for the airport is presented on the attached Exhibit B. The West Memphis budget included over \$100,000 from their A & P tax to assist in major construction projects.

This estimate of operating cost is presented not only to provide a magnitude of cost associated with a city operation but also show that this may not be lucrative venture for an FBO at this time. In addition, an FBO operating within this budget may not be focused on presenting a special setting that would impress corporate visitors.

Whatever type operation that is chosen, the decision needs to be made soon so that the personnel operating the airport can be available for decision during the final construction period.

Following is a summary of major airport development and operational issues the city needs to finalize soon.

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

Please advise if you have questions or need additional information.

Thanks,

Ronnie Hall, P.E.

EXHIBIT A
CITY OF CONWAY, ARKANSAS
RELOCATED MUNICIPAL AIRPORT

SUMMARY OF LOCAL FUNDS

CONCRETE PAVEMENT ADDITIONAL THICKNESS (11")	\$240,000	
ACCESS ROAD	\$800,000	
WATERLINE	\$1,500,000	
PUBLIC HANGERS (60 SPACES)	\$2,750,000	
TERMINAL BUILDING	\$3,000,000	
AIRCRAFT MAINTENANCE HANGER	\$300,000	
FUELING FACILITIES	\$300,000	
MAINT. EQUIP & BLDG.	\$150,000	
FBO BUYOUT	\$250,000	
MITIGATE WILDLIFE AREA	\$500,000	
SUBTOTAL CITY PROJECTS		<u>\$9,790,000</u>
2010 GRANT MATCH	\$100,000	
2011 GRANT MATCH	\$200,000	
2012 GRANT MATCH	\$644,000	
2013 GRANT MATCH	\$600,000	
2014 GRANT MATCH	\$100,000	
SUBTOTAL GRANT MATCH		<u>\$1,644,000</u>
TOTAL CITY COST		\$11,194,000
ESTIMATED STATE GRANTS		
2012 FAA MATCH	\$200,000	
2012 PROJECT GRANT	\$300,000	
2013 FAA MATCH	\$300,000	
2013 PROJECT GRANT	\$300,000	
2014 FAA MATCH	\$300,000	
2014 PROJECT GRANT	\$300,000	
2015 FAA MATCH	\$100,000	
2015 PROJECT GRANT	\$300,000	
LESS TOTAL STATE GRANT		<u>\$2,100,000</u>
NET CITY COST		\$9,094,000

EXHIBIT B
 CITY OF CONWAY, ARKANSAS
 PRELIMINARY AIRPORT BUDGET
 FOR RELOCATED CONWAY AIRPORT
 JULY 19, 2012

REVENUE:

PROFIT FROM FUEL SALES	215,000.00	GAL.	\$ 0.85	PER GAL.	\$	182,750
PUBLIC HANGER RENTAL	60	SP.	\$ 250	PER MO.	\$	180,000
TIE DOWN RENTAL	8	SP.	\$ 75	PER MO.	\$	7,200
HANGER RENTAL	2	SP.	\$ 300	PER MO.	\$	7,200
FARM LEASE	80	Ac.	\$ 40	Per Ac.	\$	3,200
CORPORATE HANGER GROUND LEASE	30000	S.F.	\$ 0.20	PER S.F.	\$	6,000
TOTAL REVENUE					\$	<u>386,350</u>

EXPENSES:

EMPLOYEE (5) SALARY & OVERHEAD					\$	260,000
COMMUNICATIONS					\$	6,000
TRAVEL, DUES & SUBSCRIPTIONS					\$	3,000
OFFICE SUPPLIES & OTHER SUPPLIES					\$	3,000
MOWING CONTRACT					\$	40,000
SPRAYING					\$	14,000
BUILDING MAINT & IMPROVEMENT					\$	1,000
EQUIPMENT MAINT & REPLACE					\$	10,000
UTILITIES					\$	30,000
ADVERTISING					\$	3,000
VEHICLE & EQUIP FUEL					\$	3,000
BUILDING INSURANCE					\$	5,100
FUEL FACILITY LIABILITY INSURANCE					\$	7,000
PROFESSIONAL FEES (LEGAL, AUDIT & ENGR)					\$	<u>10,000</u>
					\$	395,100
					\$	(8,750)

**NOTICE TO REAL ESTATE DEVELOPERS
REQUEST FOR PROPOSALS
FOR ACQUISITION AND DEVELOPMENT
OF CANTRELL FIELD
CONWAY, ARKANSAS**

The City of Conway is requesting proposals from interested real estate developers for the purchase and development of 151 acre Cantrell Field property (Existing Conway Municipal Airport) in Conway, Arkansas.

Respondents shall provide a firm purchase price along with a concept development plan, references and examples of similar developments.

Interested parties may obtain a "Cantrell Field Redevelopment Guidelines" for this project from the Mayor's Office, Conway City Hall, 1201 Oak Street Conway, Arkansas (501-450-6110) or on line at _____ . All responses must be submitted by 4:00 p.m. Wednesday, September 19, 2012. Inquiries or clarifications may be made by calling Jack Bell, Assistant to Mayor, at 501-450-6110.

Surety in the amount of 1% of the purchase price shall be submitted with proposal.

The City of Conway reserves the right to reject any/or all submittals and to waive formalities and technicalities.

By Tab Townsell, Mayor
 City of Conway

CITY OF CONWAY, ARKANSAS
CANTRELL FIELD PROPERTY SALES & REDEVELOPMENT
GUIDELINES
(July 19, 2012 Draft)

I. INTRODUCTION

The City of Conway, Arkansas is developing a replacement airport for existing Cantrell Field (Conway Municipal Airport) in Conway, Arkansas. The existing airport cannot be used for public or private runway. Approximately 151 acres of property is included in the existing Cantrell Field Property. The City must utilize the value of the existing Cantrell Field property for aviation related infrastructure at the Relocated Conway Airport.

The City of Conway (City) is soliciting a firm purchase price and redevelopment plan for the 151 acres of Cantrell Field Property. The development plan shall address the development guidelines and project requirements contained herein. The proposal will be ranked by a selection committee. The city at its option may elect to conduct interviews and receive presentation from the top ranked firms.

After review of the submittals and interview (if deemed necessary the City), the City's selection committee will select rank the proposals submitted. A sales contract will be negotiated with the highest ranked firm. If the city and developer cannot reach mutually agreeable terms the city may elect to reject the selected firms proposal and negotiate with the next higher ranked firm.

The proposal may be for the entire 151 acres or for one or more of the tracts identified on Exhibit B.

A vicinity map is included herein as Exhibit A and a boundary survey of the property is included herein as Exhibit B.

II. SCHEDULE FOR TRANSFER AND PAYMENT OF PROPERTY

The current projected funding and construction schedule would provide for the completion of the Relocated Conway Airport in August 2014. Thus, the existing Cantrell Field would be available for redevelopment in the early 2015.

It is anticipated that the contract for purchase of the land would be executed in November 2012. A down payment in the amount of 8% would be required in conjunction with the execution of land purchase contract. The closing of the land purchase sale would be in late 2014 with the minimum payments made as follows:

- 8% Minimum Down Payment December 31, 2012
- 25% at closing date (December 31, 2014)
- 25% due December 31, 2015
- Balance of Payment due December 31, 2016.

III. MINIMUM QUALIFICATIONS

The firm should be independent and free of any conflict of interest in representing the City. In the event that there is a conflict, the City expects to be notified promptly so that an alternate professional may be engaged.

The firm should show proof of financial stability by providing a bank reference letter stating length of relationship with firm and the banks opinion of financial stability of the firm.

The firm should have substantial experience in similar type developments it has completed.

IV. SUBMITTAL FORMAT

Respondents shall submit five (5) copies of the response providing the following information:

1. Purchase price for the 151 acres along with a proposed payment plan if not a lump sum amount.
2. Proposed development plan incorporating the land use requirements and landuse compatibility requirements described herein. Estimated project schedule.
3. Experience in developing similar projects including project schematics, size, locations and local public agency references for each project.
4. Location of main office and/or branch office providing services. Location of personnel that will be working on this project.
5. Specific conditions or alternatives that require city approval.

V. PROPERTY VALUE

1. The city has obtained the services of the Real Estate Appraisal Firm of Richard A. Stephens and Associates of Little Rock, Arkansas to provide an estimated Market Value of the 151 acres of existing Cantrell Field Property. The value was estimated to be in the range of:

\$8,395,000 to \$9,095,000

2. The date of this appraisal is December 30, 2011.
3. A copy of the appraisal may be secured from the Mayor's Office at a cost of \$50.00 or may be reviewed at the Mayor's office at no cost.

VI. LAND USE REQUIREMENTS AND PARCEL SIZES

1. The land uses submitted in the development plan shall respect and enhance the existing land uses surrounding this property. Appropriate consideration shall be given to minimizing the negative impact the proposed project may have on existing residential properties as well as compatibility to other adjoining existing landuses.
2. An important goal of this project is to create quality jobs and careers for residents of Conway. The proposal shall incorporate the issue of maximizing the project development for job creation.

3. The property may be sold as a single 151 acre tract of land or a combinations of buyers for the various tracts shown on Exhibit B. The purchaser may sell large parcels to other developers with consideration given to a master street and utility Master plan. A subdivision plat will be required as part of any division of ownership of the property.
4. As part of the final agreement, the city would rezone the property to conform to a mutually agreeable landuse plan as a condition of closing the land acquisition.

VI **INFRASTRUCTURE**

1. All additional onsite utility (water and sanitary sewer), street and drainage infrastructure cost and development will be the responsibility of the Developer.
2. Offsite utility capacity increases required due to this development will be provided for by the Utility Company for typical industrial and commercial type uses. Utility demands greater than the typical development may require offsite capacity increase by the developer. For required maximum Fire Flows greater than 1,500 GPM or wastewater flows greater than 1,000 gallons per acre per day the developer would be required to participate or bear the cost of system improvements required to provide the greater demands.
3. Offsite street improvements deemed necessary to provide improved access to the property will be provided by the city as funds become available. These improvements may include the following:
 - a. I-40 overpass connection Elsinger Boulevard with a future Bruce Street Extension.
 - b. Improvement and extension of 4th Avenue into site from Oak Street with improved controlled intersection at 4th street and Oak Street.
 - c. The city will support the improvement and extension of Bruce Street, Robins Street and connection to Commerce Street into the area and will seek funds for offsite improvements to these streets.
4. All existing site improvements, buildings, runway paving will become the property of the developer. The city will not remove the existing structures or improvements.

VII **SCHEDULE of PROJECT DATES**

The following is an anticipated schedule for the selection process, with the City reserving the right to modify any part of this schedule:

1.	Initial advertisement for RFP	May 3, 2012
2.	Response due date	September 19, 2012
3.	Final Ranking of Firms	October 4, 2012
4.	Interview Top ranked firms*	October 18, 2012
5.	Select Firm for Land Acquisition	November 8, 1012
6.	Execute Land Sales Contract and Concept Development Plan	December 2012
7.	Complete Property Transfer	December 2014

* The Firm shall have key personnel present during the interview.

V. EVALUATION OF PROPOSALS

Each respondent meeting the Minimum Qualifications will be evaluated, using the following criteria:

1. Purchase price of land
2. Economic Development and Job creation
3. Compatibility of proposed development plan with goals and objectives of City of Conway.
4. Experience and qualifications of Firm and Key Personnel.
5. Comparable current and completed projects, within the past ten years, accomplished by current staff and key personnel to be assigned to projects.
6. Background of key personnel and experience.
7. Location of main office and/or branch office that will provide services.
8. References.



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

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM THE FEDERAL AVIATION ADMINISTRATION; AND FOR OTHER PURPOSES

Whereas, the City of Conway has received a "Finding of No Significant Impact" in regard to the environmental issues for a Relocated Conway Airport Site in the Lollie Bottoms Area in the southwestern portion of Conway, and

Whereas, the City has received FAA funding for engineering and land acquisition in 2008 and 2009; Grading and Drainage Contract in 2010 and 2011, and the city desires to continue to move forward with the development of this relocated Conway Airport, and

Whereas, the Federal Aviation Administration may have grant funds available up to an amount of \$5,796,250 for a grant to reimburse the City of Conway for 90% of the cost associated with the New Conway Airport for Stage 2A Runway, Taxiway & Apron Paving and Stage 2B Paving Design Services. This grant includes the following items of work:

1. Administrative Cost (IFA Consultant, Legal Ads, shipping, etc.)	(\$6,000)
2. Engineering – Stage 2B Paving, Lighting & Utility Design	(\$270,000)
3. Engineering – Construction Management, Approach Development Surveys & Update Wildlife Hazard Assessment	(186,905)
4. Engineering – Construction Inspection	(\$260,000)
5. Construction Material Testing	(\$85,000)
6. Airport Construction – Runway, Taxiway & Apron Paving – Stage 2A	(\$4,822,080.70)
7. Airport Construction – Perimeter Fencing	(\$816,883.32)

Final contracts and proposals for the above items of work will be presented to the FAA and City for approval.

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

Section 1. The Mayor is authorized to accept the 2012 Airport Improvement Program grant from the Federal Aviation Administration for up to \$5,796,250 for use in the above work items needed to require to pursue the development of the Relocated Conway Airport.

Section 2. The City of Conway agrees to provide the required ten (10%) percent local share of the project cost (650,619.03) plus the cost of increasing the pavement thickness for 9.5" to 11" (\$238,891.25) and further authorizes the Mayor to seek reimbursement of the local ten (10%) percent share or up to grant limit (currently \$300,000) from the State of Arkansas Department of Aeronautics upon completion of The project.

Passed this 24th day of July, 2012.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



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

Ronnie Hall
City Engineer
ronnie.hall@cityofconway.org
www.cityofconway.org

July 19th, 2012

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

Re: Relocated Conway Airport
Stage 1A – Grading and Drainage Contract
Change Order No. 2

Dear Mayor Townsell:

The attached Change Order No. 2 adds some downstream ditch cleanout and related added pipe culverts under a field road to the Stage 1A Contract. This change order also includes modifying the detention pond grading plan to increase the slope and potential for positive drainage from the area.

Also included is changing the responsibility for about 4,473 feet of concrete ditch paving from the 2010 Stage 1A contract to the 2011 Stage 1B contract to avoid conflict between contractors and allow the work to correspond with the final grading of the northern detention area. This work will be added by Change Order to the 2011 contract.

This change order will allow us to close out this contract and grant.

Sincerely,

Ronnie Hall, P.E.



Construction Contract Change Order

Project: New Conway Municipal Airport - Stage 1A Grading and Drainage Construction Garver Job No. 1001-1500	Change Order No. 2 Date Prepared: July 17, 2012
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Owner: City of Conway 1201 Oak Street Conway, Arkansas 72032	Contractor: A.G. Hunt Construction Co 1001 East Parkway Russellville, Arkansas 72801
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Description of Work Included in Contract
 Grading and drainage construction including construction of approximately 200,000 cubic yards of earthwork, 140 linear feet of reinforced concrete pipe, and 5,500 linear feet of concrete ditch paving, and 150 acres of seeding.

Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)

- A. Item D-752-5.2 Concrete Pilot Channel. Delete 4,473 linear feet of concrete pilot channel from the East Detention Area.
- B. Item T-901-5.1 Seeding is reduced from 140 Acres to 100 Acres on the project.
- C. Items CO-2A thru CO-2E are added to show work and materials for the project that was previously paid under Unsuitable Excavation.

Attachments: None

Contract Changes	Bid Item No.	Bid Item Description	Previous Estimated Quantity	Unit of Measure	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost
A.	D-752-5.2	Concrete Pilot Channel	5,466	L.F.	\$46.00	993	-	\$251,436.00	\$45,678.00
B.	T-901-5.1	Seeding	140	Acre	\$800.00	100	\$0.00	\$112,000.00	\$80,000.00
C.	CO-2A	South Drainage Ditch Cleaning	0	L.S.	\$0.00	1	\$9,000.00	\$0.00	\$9,000.00
C.	CO-2B	South Detention Pond Grade Adjustment	0	L.S.	\$0.00	1	\$20,000.00	\$0.00	\$20,000.00
C.	CO-2C	East Drainage Ditch Cleaning	0	L.S.	\$0.00	1	\$15,000.00	\$0.00	\$15,000.00
C.	CO-2D	Wire Mesh Reinforcement Material Returned to Owner	0	L.S.	\$0.00	1	\$5,758.80	\$0.00	\$5,758.80
C.	CO-2E	Double 36" CMP Installation at Owens Rd.	0	L.S.	\$0.00	1	\$3,162.00	\$0.00	\$3,162.00
Summation of Cost								\$363,436.00	\$178,598.80
Net Cost for this Change Order								(\$184,837.20)	

Estimated Project Cost	Time Change
Estimated Project Cost	Contract Start Date
Original Contract Amount \$1,592,606.20	Original Contract Time (calendar days) 200
Previously Approved Changes \$108,968.00	Previously Approved Changes (calendar days) 40
This Change Order (\$184,837.20)	This Change Order (calendar days) 0
New Contract Amount \$1,516,737.00	New Construction Completion Date February 10, 2012

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS INDICATED ABOVE
Engineer: Garver

_____ Engineer's Signature	_____ Title	_____ Date
ACCEPTED BY CONTRACTOR _____ Contractor's Signature	 _____ Title	 _____ Date
APPROVED BY OWNER _____ Owner's Signature	_____ Title	_____ Date



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

A RESOLUTION REQUESTING THE FAULKNER COUNTY TAX COLLECTOR PLACE A CERTIFIED LIEN AGAINST REAL PROPERTY AS A RESULT OF INCURRED EXPENSES BY THE CITY OF CONWAY; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on 200 Fairway Drive within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

WHEREAS, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said total amount \$161.84 (\$119.86 + Penalty \$11.98 + filing fee \$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

WHEREAS, a hearing for the purpose of determine such lien has been set for **July 24th, 2012** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

SECTION 1: That after said public hearing the amount listed above is hereby certified and is to be forwarded to the Faulkner County Tax Collector and Assessor by the City of Conway.

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

ADOPTED this 24th day of July, 2012.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

City of Conway
Planning & Development
1201 Oak Street
Conway, Arkansas 72032



Barbara McElroy
Administrative Assistant
Phone: 501-450-6107
Fax: 501-450-6144

MEMO:

To: Mayor Tab Townsell
CC: City Council Members

From: Barbara McElroy
Date: June 26, 2012

Re: 200 Fairway Drive

- April 19th, 2012– Warning Violation written regarding grass by Bill Haynes.
- Property Owner is listed as Dwan Fry.
- Property was rechecked on 4/27/2012 with no progress.
- Certified and regular letters were mailed 5/7/2012 to address on file and certified letter came back unclaimed and unable to forward.
- Property was rechecked on 5/18 & 5/25 & 5/30/2012 still no progress.
- Scheduled mowing 5/30/2012
- Final Cleanup finished on 6/1/2012.
- Letters were sent to address on file including date, time & place of the City Council meeting.

If you have any questions please advise.

City of Conway
Code Enforcement

1201 Oak Street
Conway, Arkansas 72032
www.cityofconway.org



Barbara McElroy
Code Enforcement Assistant
Phone: (501)450-6191
Fax: (501) 450-6144

May 11, 2012

CORRECTION NOTICE

Dwan Fry
200 Fairway
Conway, AR 72034

Parcel # 710-02058-000

Re: Nuisance Abatement at 200 Fairway, Conway AR
Cost of Clean-Up, Amount Due: \$119.86

Dear Mr. Fry,

Because you failed or refused to remove, abate or eliminate certain conditions on the aforementioned real property in the City of Conway, after having been given seven (7) days notice in writing to do so, the City of Conway was forced to undertake the cleanup of this property to bring it within compliance of the Conway Municipal Code.

The City of Conway is requesting payment for all costs expended in correcting said condition. If after thirty (30) days from the receipt of this letter notifying you of the cost to correct said condition, such payment has not been remitted to the City, the City has the authority to file a lien against real estate property for the cost expended after City Council approval.

At its **July 24th, 2012 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

1. Consideration of the cost of the clean-up of your real property.
2. Consideration of placing a lien on your real property for this amount.
3. Consideration of certifying this amount determined at the hearing, plus a ten percent (10%) penalty for collection, to the Tax Collector of Faulkner County to be placed on the tax books as delinquent taxes and collected accordingly.

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

Sincerely,

Barbara McElroy

INVOICE

City of Conway
Code Enforcement

DATE: JUNE 4, 2012

1201 Oak Street
Conway, AR 72032
Phone: 501-450-6191
Fax 501-450-6144
barbara.mcelroy@cityofconway.org

TO Dwan Fry
200 Fairway Drive
Conway, AR 72034

Description: Mowing/Clean up/Admin Fees
associated with the nuisance abatement at
200 Fairway Drive

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Bill Haynes	710-02058-000	Due upon receipt	July 4th, 2012

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Mowing	13.21	13.21
1	Mowing	10.02	10.02
1	Mowing	10.02	10.02
1	Maintenance Fee-(Mower)	15.00	15.00
1	Administrative Fee (Barbara McElroy)	24.15	24.15
1	Administrative fee (Bill Haynes)	18.30	18.30
1	Administrative Fee (Glenn Berry)	21.70	21.70
2	Certified letter	3.29	6.58
2	Regular letter	.44	.88
SUBTOTAL			\$119.86
SALES TAX			
TOTAL			\$119.86

Make all checks payable to City of Conway Code Enforcement @ 1201 Oak Street Conway Arkansas 72032

Payments are due 30 days from date of this letter

Barbara McElroy

From: Oattie Cowgill
Sent: Monday, July 02, 2012 6:30 AM
To: Barbara McElroy
Subject: 200 Fairway 06-12

**Conway Code Enforcement
Incident Report**

Date of Violation: 04/19/12
Violator Name: Dwan Fry
Address of Violation: 200 Fairway
Violation Type: Tall Grass
Warning #: CE5113

Description of Violation and Actions Taken: On 04/19/12 I observed the grass at 200 Fairway as being over-grown. A warning citation was issued on that date and left on the front door. A recheck on 04/27/12 was conducted with no change in the condition of the property. Certified letters were sent to the listed address to BAC Tax Services in Woodland Hills CA and those letters were delivered on 05/07/12. Additional rechecks were conducted on 05/18, and 05/30/12 with no improvement made. Mowing by the City of Conway Physical Plant was conducted on 06/01/12. Pictures of the violation were taken and are included with this report.

Code Enforcement Officer:

Officer Signature: _____

Date: 06/29/12

Time: 1333 hrs



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

A RESOLUTION REQUESTING THE FAULKNER COUNTY TAX COLLECTOR PLACE A CERTIFIED LIEN AGAINST REAL PROPERTY AS A RESULT OF INCURRED EXPENSES BY THE CITY OF CONWAY; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on **401 Oliver Street** within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

WHEREAS, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount **\$361.59** (\$301.45 + Penalty \$30.14 + filing fee \$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

WHEREAS, a hearing for the purpose of determine such lien has been set for **July 24th, 2012** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

SECTION 1: That after said public hearing the amount listed above is hereby certified and is to be forwarded to the Faulkner County Tax Collector and Assessor by the City of Conway.

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

ADOPTED this 24th day of July, 2012.

Approved:

Mayor Tab Townsell

Attest:

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

City of Conway
Planning & Development
1201 Oak Street
Conway, Arkansas 72032



Barbara McElroy
Administrative Assistant
Phone: 501-450-6107
Fax: 501-450-6144

MEMO:

To: Mayor Tab Townsell
CC: City Council Members

From: Barbara McElroy
Date: July 17, 2012

Re: 401 Oliver Street

- April 11th, 2012 – Warning Violation written by Oattie Cowgill regarding grass, rubbish & trash.
- Property Owner listed as Martha Okle.
- Property was rechecked on 4/19, 4/26/2012 and no progress had been made.
- Message was left on answering machine on 4/30/2012 and was rechecked on 5/8, 5/16/2012 with no progress.
- Certified and regular letters were mailed to property owner at address listed on file on 5/17/2012.
- Notice was left from post office on 5/17/2012 and property was rechecked on 5/30 and 6/5/2012 no progress.
- Mr. Cowgill issued a ticket on 6/6/2012 and rechecked on 6/13/2012, still no progress.
- Property cleanup was sent over to Physical Plant for clean up on 6/13/2012.
- Final Cleanup finished 6/14/2012.
- Invoice for clean up and copy of final bill was sent to the property owner at address on file; included amount due, date and time of the City Council meeting.
- Invoice attach

If you have any questions please advise.

City of Conway
Code Enforcement

1201 Oak Street
Conway, Arkansas 72032
www.cityofconway.org



Barbara McElroy
Code Enforcement Assistant
Phone: (501)450-6191
Fax: (501) 450-6144

June 18th, 2012

Martha Okle
401 Oliver Street
Conway, AR 72032

Parcel # 710-02333-000

RE: Nuisance Abatement at 401 Oliver Street, Conway AR
Cost of Clean-Up, Amount Due: \$301.45

Dear Ms. Okle,

Because you failed or refused to remove, abate or eliminate certain conditions on the aforementioned real property in the City of Conway, after having been given seven (7) days notice in writing to do so, the City of Conway was forced to undertake the cleanup of this property to bring it within compliance of the Conway Municipal Code.

The City of Conway is requesting payment for all costs expended in correcting said condition. If after thirty (30) days from the receipt of this letter notifying you of the cost to correct said condition, such payment has not been remitted to the City, the City has the authority to file a lien against real estate property for the cost expended after City Council approval.

At its **July 24th, 2012 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

1. Consideration of the cost of the clean-up of your real property.
2. Consideration of placing a lien on your real property for this amount.
3. Consideration of certifying this amount determined at the hearing, plus a ten percent (10%) penalty for collection & filing fees, to the Tax Collector of Faulkner County to be placed on the tax books as delinquent taxes and collected accordingly.

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

Sincerely,

Barbara McElroy

INVOICE

City of Conway Code Enforcement

DATE: JULY 20, 2012

1201 Oak Street
Conway, AR 72032
Phone: 501-450-6191
Fax 501-450-6144
barbara.mcelroy@cityofconway.org

TO Martha Okle
401 Oliver Street
Conway, AR 72032

Description: Mowing/Clean up/Admin Fees
associated with the nuisance abatement at
401 Oliver Street

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Grant Tomlin		Due upon receipt	July 18th, 2012

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
3	Mowing	17.99	53.97
3	Mowing	13.75	41.25
2	Mowing	10.02	20.04
2	Mowing	10.02	20.04
2	Maintenance Fee (Mower)	15.00	30.00
1	Maintenance Fee (Tractor)	15.00	15.00
1	Landfill Fee	48.74	48.74
1	Administrative Fee (Barbara McElroy)	24.15	24.15
1	Administrative fee (Grant Tomlin)	19.10	19.10
1	Administrative Fee (Glenn Berry)	21.70	21.70
2	Certified Letter	3.29	6.58
2	Regular letter	.44	.88
TOTAL BY 7/18/2012			\$301.45
TOTAL AFTER 7/18/2012			\$361.59

- Total amount due after 7/13/2012 includes collection penalty & filing fees

Make all checks payable to City of Conway Code Enforcement @ 1201 Oak Street Conway Arkansas 72032

Payments are due 30 days from date of this letter;

Conway Code Enforcement
Incident Report

Date of Violation: April 11, 2012

Violator Name: Martha Okle

Address of Violation: 401 Oliver

Violation Type: Grass, Rubbish/trash and stagnant water

Warning #: 5145

Description of Violation and Actions Taken: On listed date I issued a warning violation to Martha Okle for the listed violations. Utilities and ownership were listed in her name at the time of the violation. Rechecks were done on 4-19, 4-26, 5-8, 5-15 and 6-1 with no changes to the property. On 4-30 a message was left on her machine asking her to rectify the issues. On 5-16-12 letters were sent and notice was left on 5-17-12. On 6-6-12 I issued citations for all three violations. The warning had been removed from the door by my first recheck and the citations were removed by the next day. With no response from warnings or tickets clean up was scheduled and completed by the Physical Plant on 6-14-12. Pictures are on file and available upon request.

Code Enforcement Officer: Ottie Cowgill #406

Officer Signature: Ottie Cowgill

Date: 7-17-12

Time: 0940 hrs.



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

A RESOLUTION TO CERTIFY LOCAL GOVERNMENT ENDORSEMENT OF BRASH, LLC (dba OTTO DENTAL SUPPLY) LOCATED IN CONWAY, AR TO PARTICIPATE IN THE ARKANSAS EQUITY INVESTMENT TAX CREDIT PROGRAM AS AUTHORIZED BY SECTION 15-4-2723(43) OF THE CONSOLIDATED INCENTIVE ACT OF 2003; AND FOR OTHER PURPOSES.

WHEREAS, the regulations of the Arkansas Equity Investment Tax Credit Program require local government endorsement of businesses or enterprises that wish to participate in and take advantage of the program; and

WHEREAS, Otto Dental Supply has been declared by management of the Arkansas Equity Investment Tax Credit Program to be an appropriate applicant to benefit from the features of the program; and

WHEREAS, the company will initially have two employees and intends to expand to up to nine employees within one year with average hourly wages of \$30; and

WHEREAS, Otto Dental Supply has agreed to furnish to the management of the Arkansas Equity Investment Tax Credit Program all information to necessary to assure compliance with the terms and conditions of the program.

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

Section 1. The City endorses and the Mayor is authorized to execute any required Certificate of Local Government Endorsement of Otto Dental Supply to participate in the Arkansas Equity Investment Tax Credit Program and to be eligible to offer income tax credits to its investors, in accordance with the regulations of the Arkansas Equity Investment Tax Credit Program.

Section 2. Severability. In the event any title, section, paragraph, item, sentence, clause, phrase or word of this resolution is declared or adjudged to be invalid or unconstitutional, such as declaration or adjudication shall not affect the remaining portions of the resolution which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the resolution.

Section 3. Repealer. All laws, ordinances, resolutions or parts of the same, that are inconsistent with the provisions of this resolution, are hereby to the extent of such inconsistency.

Adopted: July 24th, 2012

Approved:

Attest:

Mayor Tab Townsell

Michael O. Garrett
City Clerk/Treasurer



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

**A RESOLUTION ENTERING INTO A JOINT USE AGREEMENT WITH CONWAY PUBLIC SCHOOLS FOR THE
USE OF LAUREL PARK TENNIS COURTS FOR THE PURPOSE OF FULFILLING A GRANT FROM THE
ARKANSAS DEPARTMENT OF EDUCATION; AND FOR OTHER PURPOSES**

WHEREAS, the Conway Public Schools have traditionally used the City of Conway's Laurel Park for the school's tennis program; and

WHEREAS, the Arkansas Department of Education has awarded a grant to Conway Public Schools for new lighting on the Laurel Park tennis courts to increase usage of existing facilities in an effort to reduce obesity and improve healthy life skills;

WHEREAS, the Conway Public School Board approved a Joint Use Agreement at its July 10, 2012 board meeting,

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

SECTION I: The City of Conway enters into an agreement with Conway Public Schools to maximize resources to support and jointly coordinate services for children in the school district,

SECTION II: The Parks Director, or his designee, is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the implementation of this project.

SECTION III: The Assistant to the Mayor for Community Development will oversee the funding and reporting of the grant associated with this Agreement.

Passed on the 24th day of July, 2012.

Approved:

Mayor Tab Townsell

Attest:

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

**AGREEMENT BETWEEN THE
CONWAY SCHOOL DISTRICT (“DISTRICT”) AND CITY OF CONWAY (“CITY”)
FOR USE OF LAUREL PARK TENNIS COURTS RECREATION FACILITIES**

WHEREAS, it is advantageous to the citizens of our communities that local school districts and cities organize, promote, and conduct community recreation programs and activities to promote the health and general welfare of the community; and

WHEREAS, Arkansas Code Annotated § 6-21-503 authorizes any school district given charge of its recreation programs to conduct its activities on property under its custody and management or other public property under the custody of any other public organization, body, or board, with the consent of those corporations, bodies, or boards; and

WHEREAS, the District is the owner of real property in the City, including facilities and active use areas that are capable of being used by the City for community recreational purposes; and

WHEREAS, the City is the owner of real property in the City, including facilities and active use areas that are capable of being used by the District for school recreational purposes; and

WHEREAS, under appropriate circumstances, these publicly held lands and facilities should be used most efficiently to maximize use and increase recreational opportunities for the community; and

WHEREAS, Arkansas Code Annotated § 6-21-503 authorizes the governing bodies to consent and agree with each other to conduct recreational activities on property under both its custody and management or other public property under the custody of the City, with the consent of the City Council; and

NOW, THEREFORE, the District and the City of Conway agree to cooperate with each other as follows:

1. Term:

This Agreement will begin on July 1, 2012 and will continue for a period of 3 years, [and then shall be automatically renewed on an annual basis] unless sooner terminated as provided for hereinafter in Section 19.

2. Effective Date:

This Agreement shall be effective upon July 1, 2012 and upon inspection of affected property as described hereinafter in Section 3 by District and City officials.

3. Cooperative Agreement:

As provided herein, the District and the City hereby agree to cooperate in coordinating tennis programs and activities conducted at Laurel Park. The District and the City shall have the right to add or exclude properties during the term of this Agreement, provide that any such change shall be in writing and approved by both the District and the City. Reference to District Property or City Property in this Agreement shall include the facilities and the property upon which the facilities are located.

As used in this Agreement, “Owner” shall mean the City, and “User” shall mean Conway High School. “Public Access Hours” shall mean the hours during which the third parties use City Property.

4. Permitted Uses of City Property:

- i. The City shall be entitled to priority use of City Property for the regular conduct of park, recreation, and community service activities and/or programs sponsored by the City.
- ii. At all other times and subject to the schedule developed by the City and District, City will permit District to use City Property, without charge, for District educational and recreational activities and/or programs.

5. Compliance with Law:

All use of District and City Property shall be in accordance with state and local law. In the case of a conflict between the terms of this Agreement and the requirements of state law, the state law shall govern. Any actions taken by the District or the City that are required by state law, but are inconsistent with the terms of this Agreement, shall not be construed to be a breach or default of this Agreement.

6. Communication:

a. Designation of Employees:

The District and the City shall respectively designate an employee with whom the other party, or any authorized agent of the party, may confer regarding the terms of this Agreement.

b. Joint Use Interagency Team:

The District and the City shall establish a Joint Use Interagency Team (“Interagency Team”), composed of staff representatives of the District and the City, to develop the schedule for use of District and City Property, to recommend rules and regulations for the District and City to adopt to implement this Agreement, to monitor and evaluate the joint use project and Agreement, and to confer to discuss interim problems during the term of the Agreement.

- i. The Interagency Team shall hold conference calls or meetings once a semester to review the performance of the joint use project and to confer to discuss interim problems during the term of the Agreement. If the Joint Use Interagency Team is unable to reach a solution on a particular matter, it will be referred to Dr. K.K. Bradshaw [District official] and Steve Ibbotson [City official], or their designees, for resolution.
- ii. The Joint Use Interagency Team shall review the Agreement by May 31 each year to evaluate the joint use project, determine changes to the schedule, and to propose amendments to this Agreement.

7. Scheduling Use of Property:

a. Master Schedule:

The District and City shall develop a master schedule for joint use of District and City Property to allocate property use to the District, City, and third parties. The Interagency Team shall schedule regular semester meetings or at such other times as mutually agreed upon by the District and City. At these meetings, the District

and City will review and evaluate the status and condition of jointly used properties and modify or confirm the upcoming year's schedule.

b. Scheduling of City Property:

The City shall have the responsibility for scheduling the use of City Property when the City and the District are not using the Property.

8. Documentation and Allocation of Operational Costs:

a. Tracking Use of Facilities:

The District and the City shall each track use of their respective properties under this Agreement.

b. Documentation of Costs:

The District and the City shall maintain records associated with this Agreement.

c. Payment of Overtime:

Each party shall bear the cost of any overtime incurred by their employees in carrying out this Agreement. Each party shall provide to the other party an accounting on an annual basis of all overtime costs incurred as a result of overtime duties carried out by their respective employees.

9. Fees and Charges:

a. Fees:

The City may charge rental fees to third-party users of City Property to cover any administrative and maintenance costs which the District or the City may incur. Any fees and costs shall be assessed according to City policy.

b. Documentation of Fees:

The District and City shall maintain records of costs associated with the Agreement

c. Annual Review of Benefits:

The District and City shall annually review the exchange of benefits based upon hours of use, costs, fees, and charge. Any compensation for an imbalance in joint use programming costs shall occur through balancing the exchange of future benefits.

10. Improvements:

a. The District shall obtain prior written consent of the City to make any alterations, additions, or improvements to City Property; the City shall obtain prior written consent of the District to make any alterations, additions, or improvements to District Property.

b. Any such alterations, additions, or improvements will be at the expense of the requesting party, unless otherwise agreed upon.

c. Each party may, for good cause, require the demolition or removal of any alterations additions, or improvements made by the other party at the expiration or termination of this Agreement. "Good cause" includes reasons of health, safety, or the District's need to use the District Property for educational purposes or the City's need to use City Property for municipal purposes.

11. Interagency Training:

The District and the City shall operate a joint training and orientation program for key personnel implementing this Agreement. Conway Schools Athletic Director or his designee shall meet with the City's Parks Director or his designee to establish training goals for tennis and physical education personnel and parks employees. The District and the City shall be responsible for ensuring their employees attend the training.

12. Supervision, Security, and Inspections:

a. Supervision and Enforcement:

Each User shall train and provide an adequate number of competent personnel to supervise all activities on the Owner's Property. The User shall enforce all of the Owner's rules, regulations, and policies while supervising activities or programs on the Owner's Property.

b. Security:

The Owner shall provide the User with access to the Owner's Property. The Owner will provide keys, security cards, and training as needed to the User's employee(s) responsible for opening and locking the Owner's Property while supervising activities or programs.

c. Inspection and Notification:

The User shall inspect the Owner's Property after use to ensure these sites are returned in the condition they were received. The User shall ensure the Owner is notified within five business days in the event that Owner's Property suffers damage during User's use. Such notification shall consist of sending written notification by letter, facsimile, or email to the Owner's designated employee identifying the damaged property, date of detection, name of inspector, description of damage, and estimated or fixed costs of repair or property replacement.

13. Supplies:

The User shall furnish and supply all expendable materials necessary to carry out its programs while using the Owner's Property.

14. Maintenance, Custodial Services, and Toilet Facilities:

a. Maintenance:

The user agrees to exercise due care in the use of the Owner's Property. The User shall during the time of its use keep the Owner's Property in neat order. The Owners shall be responsible for the regular maintenance, repair, and upkeep of their respective Properties.

b. Custodial:

The Owner shall make its trash receptacles available during the User's use of Owner's Property. The User shall encourage community users to dispose of trash in the trash receptacles during Public Access Hours.

15. Parking:

After school hours and on weekends, the District shall make available for public parking the District parking facilities located on Prince Street. The District is responsible for regular maintenance, repair and upkeep of those parking facilities.

16. Restitution and Repair:

The User shall make restitution for the repair of damage to the Owner's Use Areas during User's use of Owner's Property.

a. Inspection and Notification:

The User shall, through its designated employee, inspect and notify the Owner, of any damage, as described above in subsection 12(c).

b. Repairs:

Except as mutually agreed, the User shall not cause repairs to be made for any property, facility, building, or item of equipment for which the Owner is responsible. The Owner agrees to make such repairs within the estimated and/or fixed costs agreed upon. If it is mutually determined that the User is responsible for the damage, then the User agrees to reimburse the Owner at the estimated and/or fixed costs agreed upon.

c. Reimbursement Procedure:

The Owner shall send an invoice to the User's designated employee within 45 days of completion of repairs or replacement of damaged Property. The invoice shall itemize all work hours, equipment, and materials with cost rates as applied to the repair work. If the repair is completed by a contractor, a copy of the contractor's itemized statement shall be attached. Actual costs shall be reimbursed if less than estimated and/or fixed costs. The User shall reimburse the Owner within 45 days from receipt of such invoice.

d. Disagreements:

The User shall retain the right to disagree with any and all items of damage to buildings or equipment as identified by the Owner, provided this disagreement is made within 45 days after a first notification.

- i. The User shall notify the Owner of any disagreements in writing by letter, facsimile, or email to the District's designated employee. The User shall clearly identify the reasons for refusing responsibility for the damages. Failure to make the disagreement within the prescribed time period shall be considered as an acceptance of responsibility by the User.
- ii. After proper notification, members of the Joint Use Interagency Team, or other designated representatives of the City and District, shall make an on-site investigation and attempt a settlement of the disagreement.

- iii. In the event an agreement cannot be reached, the matter shall be referred to the Conway Mayor and the District Superintendent, or their designees, for resolution.
- iv. The Owner shall have the right to make immediate emergency repairs or replacement of Property without voiding the User's right to disagree.

17. Insurance:

The District agrees to provide the following insurance in connection with this Agreement in favor of the City.

- a. Commercial General Liability for bodily injury and property damage, including Personal Injury and Blanket Contractual, with limits of _____ per occurrence _____ aggregate.
- b. Workers' Compensation: Worker's compensation coverage, as required by _____ {State Law}
- c. _____ {Other types of insurance required}
- d. Documentation of Insurance: The District shall provide a certificate of insurance each year this Agreement is in effect showing proof of the above coverage. In the event the District is self-insured or is otherwise immune or exempt for the above coverage, the District shall provide a letter stating its position in that regard.

18. Termination:

This Agreement may be terminated at any time prior to its expiration, for _____ [add basis here] upon _____ days/months/years written notice.

19. Entire Agreement:

This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes any prior negotiations, representations, agreements, and understandings.

20. Amendments:

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

City of Conway, Arkansas

_____ **Date:** _____
Mayor Tab Townsell

Conway Public School District

_____ **Date** _____
Dr. Greg Murry
Superintendent of Schools

This instrument prepared by:
J. Scott Schallhorn
Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C.
425 West Capitol Avenue, Suite 1800
Little Rock, Arkansas 72201

EASEMENT AGREEMENT

KNOW ALL BY THESE PRESENTS:

This Easement Agreement is executed and entered into by and between **The Village at Hendrix, LLC**, an Arkansas limited liability company ("*Grantor*"), 1600 Washington Avenue, Conway, Arkansas 72032, and the **City of Conway, Arkansas**, a city of the first class ("*Grantee*"), 1201 Oak Street, Conway, Arkansas 72032 effective as of _____, 2012 (the "*Effective Date*").

RECITALS:

A. Grantor is the owner of a parcel of land situated in the City of Conway, Arkansas known as the "*Watershed*" on which is located various streams, trails, walking paths and other natural features. The Watershed is more particularly described on Exhibit A attached hereto.

B. Grantor has agreed to grant and convey to Grantee for the benefit and use of the public, the perpetual right to enter onto the Watershed and use the walking paths, footbridges and similar improvements intended for public use, subject to the terms and conditions hereof.

NOW, THEREFORE:

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee, for the use and benefit of the public, and unto its successors and assigns forever, a non-exclusive easement and right-of-way over and across the Watershed for the sole purpose of pedestrian and bicycle access, ingress and egress.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, subject to the following terms and conditions:

1. The Watershed is designed for use primarily as an undisturbed natural area. In order to preserve that design and purpose, access to the Watershed is

intentionally limited to the constructed trails, bridges, benches and seating areas within the Watershed (the "*Public Use Areas*"). Grantee's and the public's right to access and use the Watershed is hereby limited to the Public Use Areas, as they currently exist or as they may be modified in the future, and for no other areas within the Watershed.

2. Grantee and the public shall have the right to use the Watershed only for the purposes expressed herein and shall not have the right to permit others, either directly or indirectly, to use said right of way for any other purpose without having obtained the prior written consent of Grantor.

3. Grantor, its successors and assigns shall continue to have the full and free use of the Watershed so long as it does not unreasonably interfere with the rights granted under this instrument.

4. Grantor, its successors and assigns, reserves the right to create, post and enforce reasonable rules and regulations concerning the use of the Watershed and Public Use Areas, including without limitation hours of use.

5. Grantor, its successors and assigns, further reserves the right to (i) close, temporarily or seasonally, any or all of the Public Use Areas for maintenance, upkeep or modification, or for the preservation or protection of the Public Use Areas, the Watershed, or the wildlife or vegetation located on it; (ii) cease maintenance of or permanently close portions of the Public Use Areas that, in Grantor's reasonable judgment, are not adequately or properly used or are reasonably determined by Grantor to be unsafe or dangerous for use by the public; or (iii) relocate any or all of the Public Use Areas.

6. The Watershed is subject to (i) certain use restrictions set forth in the Notice of Deed Restriction dated as of August 25, 2010, and recorded in the Faulkner County, Arkansas real estate records as Document No. 2010-16626 (the "*Deed Restriction*"), and (ii) the Easement Agreement (Springing) by and between Grantor and Grantee dated as of January 25, 2012 and recorded in the Faulkner County, Arkansas real estate records as Document No. 2012-7184 (the "*Springing Easement*"),. All use of the Watershed and the Public Use Areas thereon shall be in accordance with the Deed Restriction and the Springing Easement, along with any other matters of record.

7. By acceptance of the rights granted pursuant to this Easement, Grantee acknowledges the grant of the easement for the use and benefit of the public and that the rights of the general public to use the Watershed arise only through the rights conveyed to Grantee by this instrument. To any and all lawful extent, Grantor shall have available to it and may exercise the defense of sovereign immunity that would otherwise be available to Grantee if Grantee held title to the Watershed and made it available to the public for use as set forth herein.

[SIGNATURES FOLLOW ON IMMEDIATELY SUCCEEDING PAGE]

In Witness Whereof, this instrument is executed to be effective as of as of the Effective Date.

The Village at Hendrix, LLC

By: Ward Davis
Ward Davis, Chief Executive Officer

STATE OF ARKANSAS

§
§
§

ACKNOWLEDGMENT

COUNTY OF Perry

On this 29th day of June, 2012, before me, a Notary Public duly commissioned, qualified and acting within and for the jurisdiction aforesaid appeared in person the within named Ward Davis, to me personally well known, who stated that he is the Chief Executive Officer of **The Village at Hendrix, LLC**, a limited liability company, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal.

Kerrie L. Alexander
Notary Public

My Commission Expires:

7/20/2017

[SIGNATURES CONTINUED]

In Witness Whereof, this instrument is executed to be effective as of as of the Effective Date.

City of Conway, Arkansas

By: _____
Tab Townsell, Mayor

ATTEST:

City Clerk

STATE OF ARKANSAS §
 §
COUNTY OF _____ §

ACKNOWLEDGMENT

On this _____ day of _____, 2012, before me, a Notary Public duly commissioned, qualified and acting within and for the jurisdiction aforesaid appeared in person the within named Tab Townsell and _____, to me personally well known, who stated that they are the Mayor and _____ City Clerk, respectively, of **City of Conway, Arkansas**, a city of the first class, and were duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said city, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

EXHIBIT A

(Watershed)

A TRACT OF LAND LYING IN A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 14 WEST, AND ALSO LYING IN A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 13 WEST, ALL IN FAULKNER COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY NOS. 64 AND 65-B A.K.A. HARKRIDER STREET WITH THE NORTH RIGHT-OF-WAY OF BURROW AVENUE, ALSO BEING THE NORTHWEST CORNER OF VILLAGE AT HENDRIX PHASE 1 AS RECORDED IN PLAT BOOK L PAGE 6 OF THE PLAT RECORDS OF FAULKNER COUNTY, ARKANSAS; THENCE NORTHERLY ALONG SAID HARKRIDER STREET THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) NORTH 00°55'39" EAST 31.50 FEET, AND 2) NORTH 00°55'39" EAST 250.56 FEET; THENCE LEAVING HARKRIDER STREET, RUN NORTH 47°06'26" EAST 87.00 FEET; THENCE NORTH 37°03'34" WEST 27.28 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SOUTHWESTERN ENERGY DRIVE, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DOCUMENT NO. 2009-15422 FILED AUGUST 14, 2009 IN THE FAULKNER COUNTY CIRCUIT CLERK'S OFFICE; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID SOUTHWESTERN ENERGY DRIVE AND ALONG SOUTH LINE OF SAID DOCUMENT THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: 1) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 56.00 FEET THROUGH A CENTRAL ANGLE OF 35°54'46" AN ARC LENGTH OF 35.10 FEET AND HAVING A CHORD WHICH BEARS SOUTH 71°51'44" EAST 34.53 FEET FROM THE LAST SAID POINT, 2) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 118.00 FEET THROUGH A CENTRAL ANGLE OF 22°43'49" AN ARC LENGTH OF 46.81 FEET AND HAVING A CHORD WHICH BEARS SOUTH 42°32'27" EAST 46.51 FEET FROM THE LAST SAID POINT, 3) SOUTH 31°10'32" EAST 96.63 FEET, 4) SOUTH 35°19'09" EAST 96.88 FEET, 5) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET THROUGH A CENTRAL ANGLE OF 55°54'06" AN ARC LENGTH OF 195.13 FEET AND HAVING A CHORD WHICH BEARS SOUTH 59°07'35" EAST 187.49 FEET FROM THE LAST SAID POINT, 6) SOUTH 87°04'38" EAST 426.06 FEET, AND 7) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 775.06 FEET THROUGH A CENTRAL ANGLE OF 32°10'53" AN ARC LENGTH OF 435.33 FEET AND HAVING A CHORD WHICH BEARS SOUTH 70°59'09" EAST 429.63 FEET FROM THE LAST SAID POINT, TO THE SOUTHEAST CORNER OF TRACT OF LAND DESCRIBED IN SAID DOCUMENT; THENCE LEAVING SOUTHWESTERN ENERGY DRIVE AND SOUTH LINE OF SAID DOCUMENT, RUN SOUTH 07°55'32" WEST 15.32 FEET; THENCE SOUTH 59°26'27" EAST 44.00 FEET; THENCE SOUTH 89°26'27" EAST 8.39 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SANDERS STREET; THENCE NORTHERLY ALONG SAID SANDERS STREET THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 268.70 FEET THROUGH A CENTRAL ANGLE OF 30°18'08" AN ARC LENGTH OF 142.11 FEET AND HAVING A CHORD WHICH BEARS NORTH 52°06'42" EAST 140.46 FEET FROM THE LAST SAID POINT, AND 2) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 428.12 FEET THROUGH A CENTRAL ANGLE OF 69°57'30" AN ARC LENGTH OF 522.74 FEET AND HAVING A CHORD WHICH BEARS NORTH 32°21'03" EAST 490.86 FEET FROM THE LAST SAID POINT, BEING A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE LEAVING SANDERS STREET, RUN SOUTH 88°51'28" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER FOR A DISTANCE OF 623.45 FEET; THENCE LEAVING SAID NORTH LINE, RUN SOUTH 01°43'28" WEST 443.96 FEET; THENCE SOUTH 01°45'29" WEST 162.59 FEET; THENCE SOUTH 01°22'55" WEST 254.39 FEET; THENCE SOUTH 05°30'50" EAST 413.77 FEET; THENCE SOUTH 14°54'27" EAST 250.46 FEET; THENCE SOUTH 15°02'37" EAST 170.79 FEET; THENCE NORTH 71°43'42" WEST 216.77 FEET; THENCE NORTH 01°22'38" WEST 326.79 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1000.02 FEET THROUGH A CENTRAL ANGLE OF 17°51'33" AN ARC LENGTH OF 311.71 FEET AND HAVING A CHORD WHICH BEARS NORTH 10°18'25" WEST 310.45 FEET FROM THE LAST SAID POINT; THENCE NORTH 18°52'38" WEST 106.93 FEET; THENCE NORTH 25°01'29" WEST 266.45 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 93°17'22" AN ARC LENGTH OF 81.41 FEET AND HAVING A CHORD WHICH BEARS NORTH 71°40'10" WEST 72.71 FEET FROM THE LAST SAID POINT; THENCE SOUTH 61°41'09" WEST 133.11 FEET; THENCE NORTH 29°36'48" WEST 93.61 FEET; THENCE NORTH 37°09'15" WEST 199.15 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 55.35 FEET THROUGH A CENTRAL ANGLE OF 80°39'28" AN ARC LENGTH OF 77.91 FEET AND HAVING A CHORD WHICH BEARS NORTH 79°25'31" WEST 71.64 FEET FROM THE LAST SAID POINT; THENCE SOUTH 40°42'52" WEST 123.81 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 11663.24 FEET THROUGH A CENTRAL ANGLE OF 00°45'09" AN ARC LENGTH OF 153.17 FEET AND HAVING A CHORD WHICH BEARS SOUTH 40°22'42" WEST 153.17 FEET FROM THE LAST SAID POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1058.75 FEET THROUGH A CENTRAL ANGLE OF 08°46'44" AN ARC LENGTH OF 162.22 FEET AND HAVING A CHORD WHICH BEARS NORTH 54°04'11" WEST 162.06 FEET FROM THE LAST SAID POINT; THENCE NORTH 31°44'46" WEST 9.20 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1029.00 FEET THROUGH A CENTRAL ANGLE OF 04°29'14" AN ARC LENGTH OF 80.59 FEET AND HAVING A CHORD WHICH BEARS NORTH 61°14'30" WEST 80.57 FEET FROM THE LAST SAID POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1029.00 FEET THROUGH A CENTRAL ANGLE OF 23°35'31" AN ARC LENGTH OF 423.70 FEET AND HAVING A CHORD WHICH BEARS NORTH 75°16'53" WEST 420.71 FEET FROM THE LAST SAID POINT; THENCE NORTH 87°04'38" WEST 699.58 FEET; THENCE NORTH 89°04'38" WEST 16.35 FEET; THENCE NORTH 89°04'38" WEST 31.50 FEET TO THE POINT OF BEGINNING. CONTAINING 17.38 ACRES, MORE OR LESS.

IMPACT FEE CREDIT AGREEMENT

THIS IMPACT FEE CREDIT AGREEMENT (this "*Agreement*") is entered into between **The Village at Hendrix, LLC**, an Arkansas limited liability company ("*TVH*"), and the **City of Conway, Arkansas** (the "*City*") to be effective as of _____, 2012 (the "*Effective Date*").

RECITALS:

A. TVH is the developer of The Village at Hendrix, an addition to the City of Conway, Phase I of which is created pursuant to the Plat recorded July 8, 2009 in the real estate records of Faulkner County, Arkansas, as Plat Book L, Page 6 (along with future phases, if any, the "*Neighborhood*").

B. TVH created and developed as part of the Neighborhood an approximately 17.38 acre natural area and preserve including streams, walking paths, boardwalks, benches and other natural features available for public recreational purposes (the "*Watershed*"). TVH has granted to the City for the benefit of the public an easement over and across the walking paths and boardwalks of the Watershed for the purpose of pedestrian and bicycle access, ingress and egress (the "*Access Easement*"). The Access Easement is dated effective as of April 25, 2012 and recorded in the real estate records of Faulkner County, Arkansas as Document No. 2012-6819.

C. The City has enacted ordinance O-03-98, levying road and park impact fees upon Impact-Generating Development within the City of Conway (the "*Ordinance*").

D. Pursuant to Section 12(K) of the Ordinance, developers of Park System Improvements (as defined by the Ordinance) are entitled to credits (the "*Credit*") against park impact fees otherwise payable under the Ordinance ("*Park Impact Fees*").

E. The City and TVH desire to enter into this Agreement to evidence their determination that the Watershed is a Park System Improvement, that development within the Neighborhood is entitled to the Credit and the amount of the Credit.

NOW, THEREFORE, in consideration of the recitals herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Watershed is a Park System Improvement (as defined by the Ordinance), qualifying the Neighborhood and TVH for the Credit.

2. The City hereby acknowledges that TVH is eligible for a Credit in the amount of \$1,135,277.00. The amount of the Credit is determined pursuant to Section 12(K)(2) of the Ordinance based on the cost of construction and development of the Watershed.

3. The City hereby approves awarding TVH a Credit to offset Park Impact Fees, not to exceed \$400,000 (the "*Awarded Credit*"), otherwise applicable to Impact-Generating

Development (as defined by the Ordinance) within the Neighborhood. TVH shall have the exclusive right to use the Awarded Credit, provided that TVH may in its sole discretion assign the right to use a designated amount of the Awarded Credit to offset the Park Impact Fee applicable to a project developed by the assignee within the Neighborhood. Any such assignment shall be in writing signed by TVH or its successors and assigns and delivered to the City Planning Department or other department serving as administrator of Park Impact Fees. The Awarded Credit shall also be available to TVH and its designated successors and assigns to offset Park Impact Fees applicable to Impact-Generating Development in any and all future phases of the Neighborhood.

4. TVH will not be reimbursed for any excess Credit beyond the Park Impact Fees that would otherwise be due from TVH or its assigns from Impact Generating Development in the Neighborhood and any and all future phases.

[Signature page follows.]

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

The Village at Hendrix, LLC

By: Ward Davis
Ward Davis, Chief Executive Officer

City of Conway, Arkansas

By: _____
Mayor

ATTEST:

By: _____
City Clerk



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

AN ORDINANCE ACCEPTING & APPROPRIATING FUNDS, AND WAIVING QUOTES FOR THE PLANTING OF TREES ALONG DAVE WARD DRIVE; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES;

WHEREAS, Campus Crest, Inc., is responsible for the purchase and installation of eight canopy trees along Dave Ward Drive as part of their current trail project linking The Grove apartment complex to Farris Road; and,

WHEREAS, the aforementioned project is scheduled to end prior to the optimal planting season for large trees, and Campus Crest has requested that the City of Conway carry out the purchase and installation of the trees during the fall of 2012; and,

WHEREAS, The City of Conway desires to accept \$4,800 from Campus Crest, Inc., for the purchase and installation of said trees; and,

WHEREAS, an existing contract for the purchase and installation for the trees is currently in place with Paladino Construction as part of an adjacent trail construction project.

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

SECTION 1. The City of Conway shall accept \$4,800 into the General Fund Donation Account (001.119.4705), and allocate those funds into the Conway Planning and Development Department Expense Account (001.105.5760).

SECTION 2. The City of Conway shall waive quotes for the purchase and installation of eight canopy trees, and accept a quote from Paladino Construction for the amount of \$4,800.

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

SECTION 4. 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 24th day of July, 2012.

Approved:

Mayor Tab Townsell

Attest:

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

RMR



July 3, 2012

Wes Craiglow
Deputy Director of Development
City of Conway - Department of Planning and Development
1201 Oak Street
Conway, AR 72032

RE: Campus Crest at Conway LLC – Dave Ward Drive Improvements

Dear Mr. Craiglow:

Per our dialogue and prior correspondence with Bryan Patrick, Campus Crest would like to proceed with issuing a payment to the City of Conway for \$4,800.00.

The above referenced payment will be made in lieu of Campus Crest planting trees as part of a requirement on the Dave Ward Drive Improvements. Said payment, as opposed to Campus Crest performance of the work, was proposed due to a mutual concern over planting the trees during summer heat and the unfavorable outcome it would represent to the their health. All other work within the Dave Ward Drive Improvements has been completed by Campus Crest and de-mobilization is imminent thus creating a conflict of resources to oversee the tree installation when weather does permit.

The value of \$4,800.00 was established by Paladino Construction Inc., via Estimate No. 626, dated 6/15/2012 to Campus Crest Construction (see attached).

Please let me know if any further information is needed on behalf of Campus Crest or if you have any additional questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "SH", with a long horizontal flourish extending to the right.

Steve Hillebrand
Director of Development

PALADINO CONSTRUCTION, INC.

10 BLAKE LANE
 CONWAY, AR 72032

Estimate

DATE	ESTIMATE NO.
6/15/2012	626

NAME / ADDRESS
Dana Duft Campus Crest Construction 2100 Rexford Rd, Ste 414 Charlotte, NC 28211

P.O. NO.	PROJECT

ITEM	DESCRIPTION	QTY	COST	TOTAL
1	Plant and supply trees 2" in diameter	8	600.00	4,800.00
			TOTAL	\$4,800.00

SIGNATURE _____

Phone #	Fax #
501-505-0472	501-513-4078



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

**AN ORDINANCE ACCEPTING GRANT PROCEEDS AND APPROPRIATING FUNDS FOR
CONWAY ECOFEST 2012, AND FOR OTHER PURPOSES:**

WHEREAS, the Faulkner County Community Foundation has made a donation of \$600; and the Wal-Mart, Morrilton Store #8 has made a donation of \$1,000 for the 2012 Conway EcoFest for which the City of Conway has been selected to serve as the pass through entity;

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

SECTION 1. The City of Conway shall accept donations from the Faulkner County Community Foundation (Giving Tree Grant), in the amount of \$600, and from Wal-Mart, Morrilton Store #8, in the amount of \$1,000 for the purpose of the Conway's EcoFest.

SECTION 2. The City of Conway shall appropriate \$1,600 from General Fund Revenue Donation Account (001.119.4705) for disbursements to the Conway EcoFest (001.119.5399).

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

PASSED this 24th day of July, 2012.

Approved:

Mayor Tab Townsell

Attest:

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



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

Ronnie Hall
 City Engineer
ronnie.hall@cityofconway.org
www.cityofconway.org

July 19th, 2012

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

Re: Prince Street Improvement Project
 Western Avenue to Shay Lane

Dear Mayor Townsell:

Following are the bids that were received by OR Colan from Lock Wood Electric, to relocate electric to the relocated signs on various tracts for the Prince Street Improvement Project.

Tract 5	Fred's/Little Caesars	\$3,501
	Bank of America	\$7,536
Tract 6	Sonic	\$5,536
Tract 9	Los Amigos	\$10,812
	U-Haul	\$10,812
	Exxon	\$12,239
	Salem Place	\$12,239
Tract 19	Bank of the Ozarks	\$9,644

We would like approval for these offers to move forward with this project.

Sincerely,

Ronnie Hall, P.E.



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

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 1605 EAST OAK STREET FROM R-1 and C-3 TO PUD:

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

SECTION 1: The Zoning District Boundary Map of the Conway Land Development Code be amended by changing all the **C-3** symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

A part of the N ½ NE ¼ of Section 8; Township 5; North, Range 13 West, Faulkner County, Arkansas, being more particularly described as commencing at the northwest corner of the NE ¼ NE ¼ of said Section 8 and running thence south 01 degrees 39 minutes 24 seconds west 48.69 feet to the south right-of-way of Highway #64; thence run along said right-of-way south 88 degrees 20 minutes 45 seconds east 148.18 feet to the point of beginning; thence continue south 88 degrees 20 minutes 45 seconds east 50.00 feet; thence run south 01 degrees 27 minutes 32 seconds west 1,109.46 feet; thence run north 88 degrees 49 minutes 31 seconds west 304.75 feet; thence run north 01 degrees 32 minutes 04 seconds east 846.17 feet; thence run south 88 degrees 16 minutes 19 seconds east 253.63 feet; thence run north 01 degrees 27 minutes 32 seconds east 266.17 feet to the point of beginning, containing 6.20 acres, more or less.

to those of **PUD**, and a corresponding use district is hereby established in the area above described and said property is hereby rezoned.

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

PASSED this 24th day of July, 2012.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

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

July 17, 2012

Council Members
Conway, AR 72032

Dear Council Members:

Linda Linn request for rezoning from R-1 and C-3 to PUD for property located at 1605 East Oak Street with the legal description

A part of the N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 8; Township 5; North, Range 13 West, Faulkner County, Arkansas, being more particularly described as commencing at the northwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 8 and running thence south 01 degrees 39 minutes 24 seconds west 48.69 feet to the south right-of-way of Highway #64; thence run along said right-of-way south 88 degrees 20 minutes 45 seconds east 148.18 feet to the point of beginning; thence continue south 88 degrees 20 minutes 45 seconds east 50.00 feet; thence run south 01 degrees 27 minutes 32 seconds west 1,109.46 feet; thence run north 88 degrees 49 minutes 31 seconds west 304.75 feet; thence run north 01 degrees 32 minutes 04 seconds east 846.17 feet; thence run south 88 degrees 16 minutes 19 seconds east 253.63 feet; thence run north 01 degrees 27 minutes 32 seconds east 266.17 feet to the point of beginning, containing 6.20 acres, more or less.

was reviewed by the Planning Commission at its regular meeting on Monday, July 16, 2012. In the absence of a quorum, the item could not be heard at the regular June 18 Planning Commission meeting. The Planning Commission voted 7 – 0 to recommend a Planned Unit Development zoning for a metal recycling facility at 1605 East Oak Street with the following conditions attached.

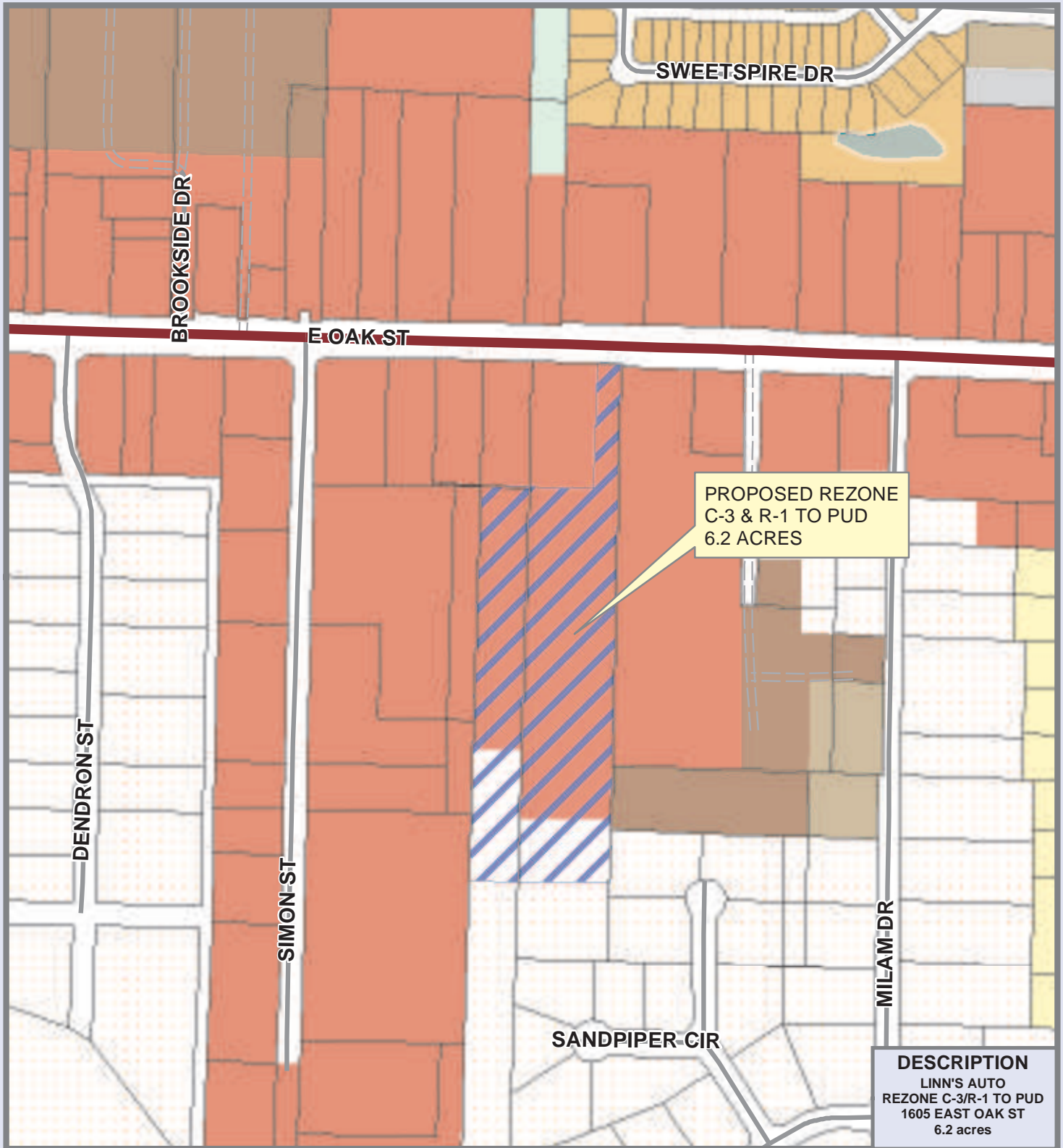
1. Hours of operation shall be from 7:00am until 6:00pm Monday through Friday and possibly 7:00am to 1:00pm on Saturdays.
2. Ingress/egress – A curb cut shall be allowed on East Oak Street as presented.
3. Outdoor sound system must comply with Conway codes.
4. Metal buildings shall be allowed as part of this PUD.
5. Green space – 20% of the PUD area shall be set aside as green space/buffer as shown on the submitted site plan.
6. Signage – Any new signage shall conform with current Conway sign regulations.
7. Sidewalks, common space, and a property owner's association shall not be required.
8. An existing metal canopy can be used elsewhere on site.
9. Driveway shall be allowed within 100 feet of the property line.
10. Site is to be used for the recycling of metal and non-ferrous materials, and the necessary and related handling of these materials as defined in the PUD application.
11. Landscaping shall be limited to 20% green space area only; no further is required.
12. Parking Lot Ordinance shall not be enforced; gravel is permitted.

Submitted by,

Craig Cloud, Chairman
Planning Commission

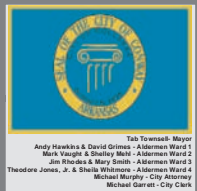
CITY OF CONWAY

LINN AUTO AND EQUIPMENT REZONE -- C-3 TO PUD

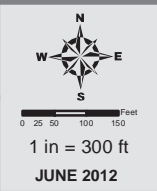


**PROPOSED REZONE
C-3 & R-1 TO PUD
6.2 ACRES**

DESCRIPTION
LINN'S AUTO
REZONE C-3/R-1 TO PUD
1605 EAST OAK ST
6.2 acres



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



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

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

Printing Date: 6/20/2012
 File Name: W:\app\0112\0612\0212\0612_0612_012.dwg
 Prepared by: Jason Lyon



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

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 2000 DAVE WARD DRIVE; 706, 708 S. DONAGHEY; AND 703, 707 S. ELIZABETH FROM R-1 AND O-2 TO C-2:

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

SECTION 1: The Zoning District Boundary Map of the Conway Land Development Code be amended by changing all the **R-1 AND O-2** symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

Lot 4, Block 2, Harlan Park Subdivision
 Lots 5 and 6, Block 2, Harlan Park, Faulkner County, Arkansas
 Lot 7, Block 2, Harlan Park Subdivision
 Lot 8, Block 2, Harlan Park Subdivision
 Lot 9 and Part of Lot 10, Block 2, Harlan Park Subdivision

to those of **C-2**, and a corresponding use district is hereby established in the area above described and said property is hereby rezoned.

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

PASSED this 24th day of July, 2012.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

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

July 17, 2012

Council Members
Conway, AR 72032

Dear Council Members:

Frank Shaw request on behalf of Kum & Go for rezoning from R-1 and O-2 to C-2 for property located at 2000 Dave Ward Drive; 706, 708 S. Donaghey; and 703, 707 S. Elizabeth with the legal description

Lot 4, Block 2, Harlan Park Subdivision
Lots 5 and 6, Block 2, Harlan Park, Faulkner County, Arkansas
Lot 7, Block 2, Harlan Park Subdivision
Lot 8, Block 2, Harlan Park Subdivision
Lot 9 and Part of Lot 10, Block 2, Harlan Park Subdivision

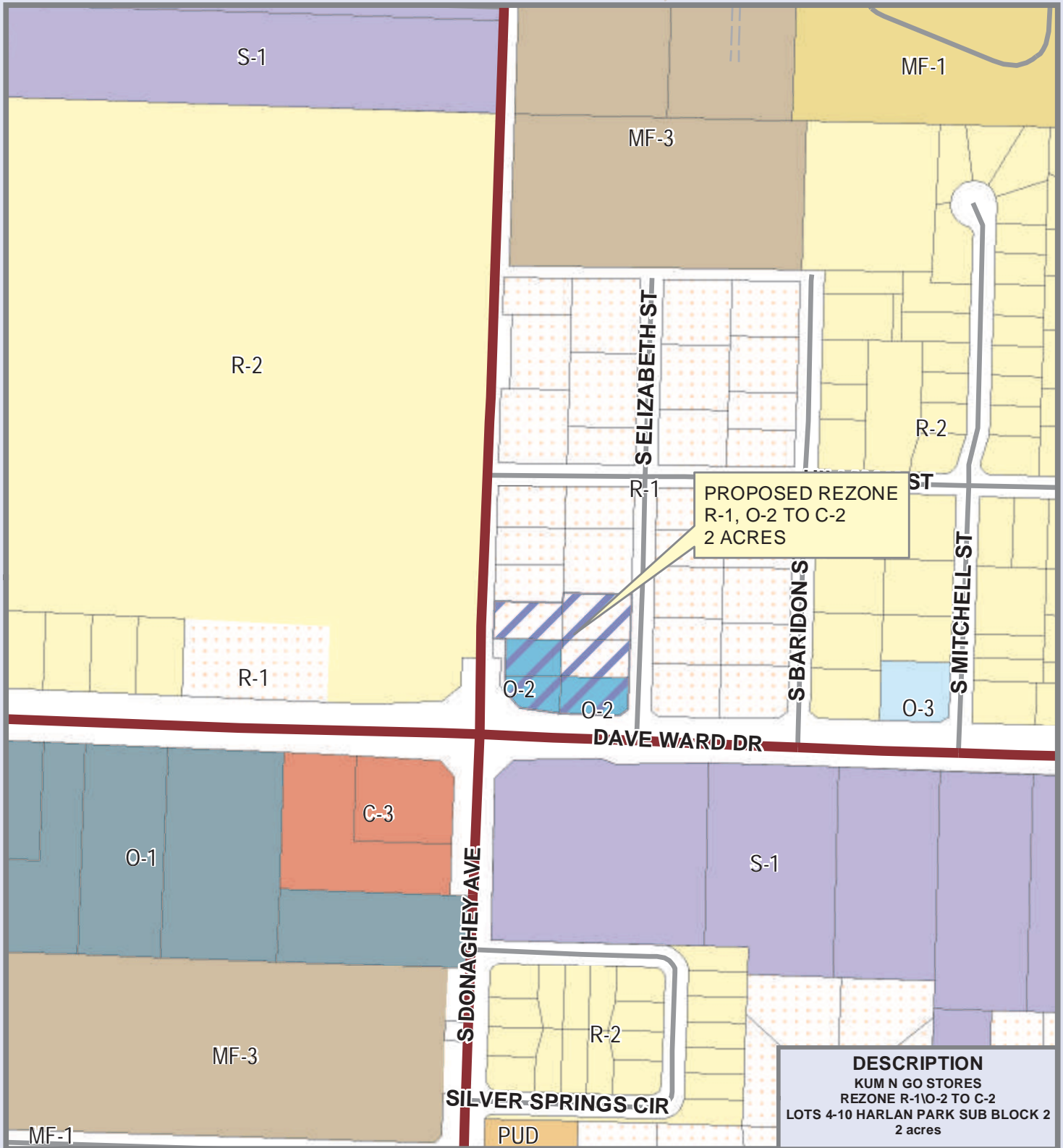
was reviewed by the Planning Commission at its regular meeting on Monday, July 16, 2012. In the absence of a quorum, the item could not be heard at the regular June 18 Planning Commission meeting. The Planning Commission voted 6 – 2 that the request be sent to the City Council with a recommendation for approval.

Submitted by,

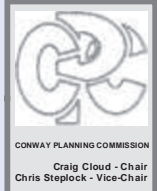
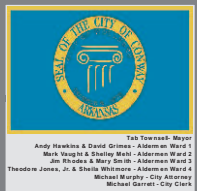
Craig Cloud, Chairman
Planning Commission

CITY OF CONWAY

KUM N GO REZONE -- R-1, O-2 TO C-2

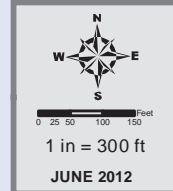


DESCRIPTION
 KUM N GO STORES
 REZONE R-1/O-2 TO C-2
 LOTS 4-10 HARLAN PARK SUB BLOCK 2
 2 acres



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

SP
S-1
A-1
PUD
TJ



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CONTACT INFORMATION
 LANDMARK HIS WEBSITE:
gsc.cityofconway.org (UNDER DEVELOPMENT)
 E-MAIL: Jason.Lyon@CityOfConway.org

Printing Date: 6/13/2012
 File Name: Map00112306100012010014_03_002.mxd
 Prepared by: Jason Lyon



CONWAY PLANNING COMMISSION

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

July 17, 2012

Council Members
Conway, AR 72032

Dear Council Members:

Frank Shaw request on behalf of Kum & Go for a conditional use permit to allow gas pumps in C-2 for property located at 2000 Dave Ward Drive; 706, 708 S. Donaghey; and 703, 707 S. Elizabeth with the legal description

Lots 5 and 6, Block 2, Harlan Park, Faulkner County, Arkansas
Lot 9 and Part of Lot 10, Block 2, Harlan Park Subdivision
Lot 4, Block 2, Harlan Park Subdivision
Lot 7, Block 2, Harlan Park Subdivision
Lot 8, Block 2, Harlan Park Subdivision

was reviewed by the Planning Commission at its regular meeting on Monday, July 16, 2012. In the absence of a quorum, the item could not be heard at the regular June 18 Planning Commission meeting. The Planning Commission voted 6 – 2 that the request be sent to the City Council with a recommendation for approval with the following conditions attached.

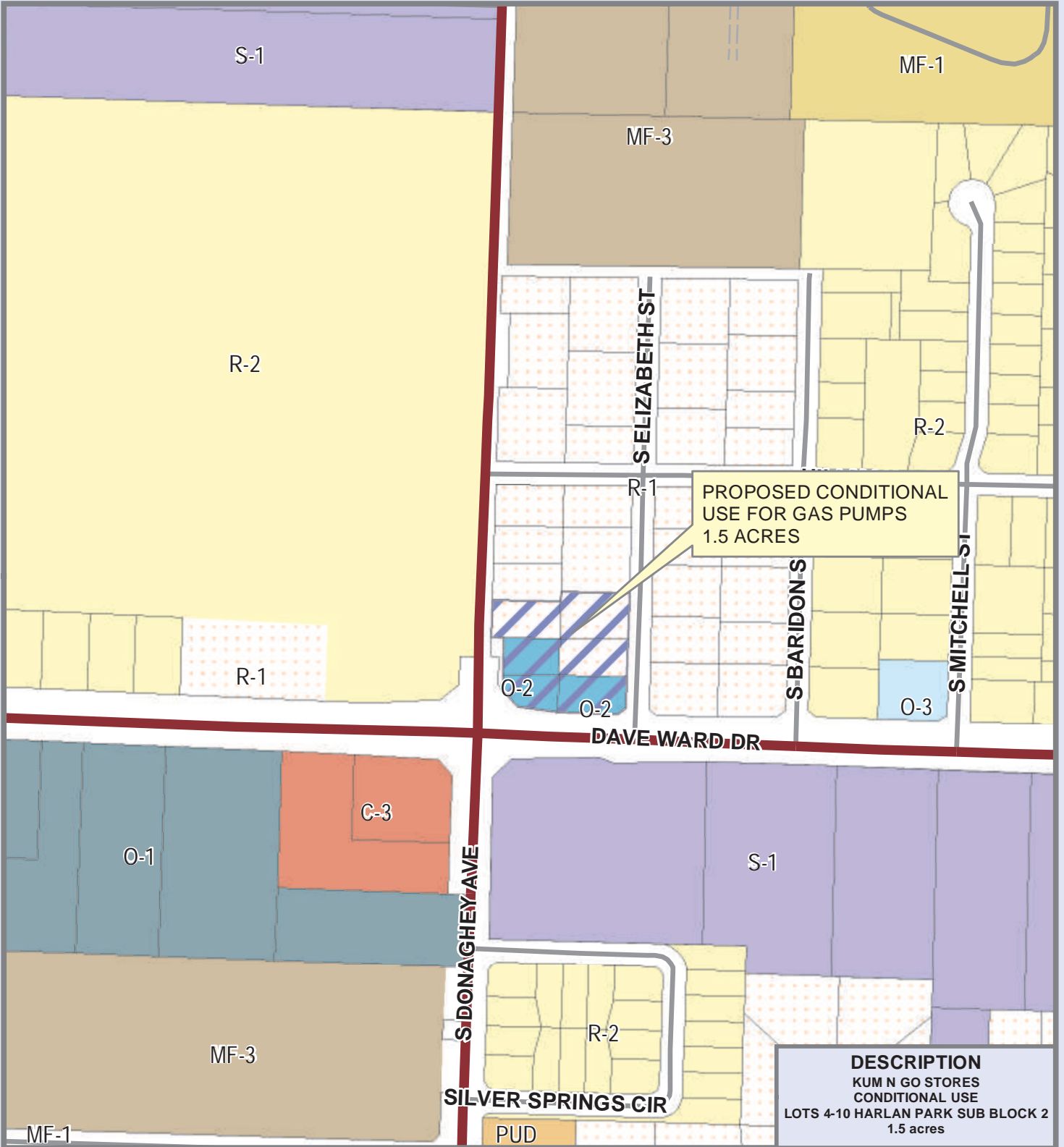
1. The convenience store shall be constructed as shown on submitted site plans, building elevations, and renderings as approved under the Development Review process. Scheme 1 or Scheme 2 will be determined in consultation with UCA and propertyowners.
2. Hours of operation shall be 24 hours per day, seven days a week.
3. Previous conditional use permit #1298 allowing book sales becomes null and void.
4. Landscaping, appropriate canopy and understory and varied landscaping shall be included on the property in accordance with Conway development review requirements.
 - Brick wall feature as proposed, sans the UCA name, is required.
 - Eight (8) foot high capped privacy fence along north property line is required.
4. Outdoor sound system is prohibited.
6. Canopy columns shall be wrapped in brick as presented in proposed renderings.
7. Canopy colors shall be muted as proposed as presented in proposed renderings.
8. Brick shall be UCA Blend from Acme Brick.
9. Construction hours – Hours of external construction are limited to between 7:00am to 7:00pm.

Submitted by,

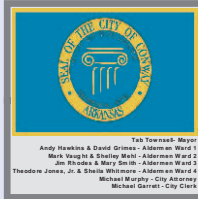
Craig Cloud, Chairman
Planning Commission

CITY OF CONWAY

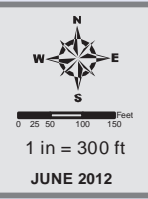
KUM N GO CONDITIONAL USE



DESCRIPTION
KUM N GO STORES
CONDITIONAL USE
LOTS 4-10 HARLAN PARK SUB BLOCK 2
1.5 acres



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



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CONTACT INFORMATION
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 E-MAIL: Jason.Lyon@CityofConway.org

Printing Date: 07/26/2012
 File Name: Map0011230610001200001.MXD
 Prepared by: Jason Lyon



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

AN ORDINANCE ACCEPTING ADDITIONAL GRANT PROCEEDS AND APPROPRIATING FUNDS FOR THE SANITATION DEPARTMENT, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES:

WHEREAS, the Arkansas Department of Environmental Quality (ADEQ) has previously awarded grant funds to support the City of Conway's diesel emission reduction project which will provide funding to replace an engine in one of the trash compactors which requires a match of city funds; and

WHEREAS, that in furtherance of this project, on February 23, 2010, the City Council adopted Ordinance No. O-10-14, whereby the City authorized the acceptance of grant proceeds (50.935) from the ADEQ in the amount of \$64,800 for a diesel emission reduction project into Sanitation Enterprise Equipment Repair account 50.118.235; and

WHEREAS, grant proceeds were received from ADEQ in May 2012 and receipted on May 23, 2012 in the amount of \$68,569.99; and

WHEREAS, the City Council seeks to adopt an ordinance to accept and appropriate the difference in the amount of the original grant proceeds, an additional \$3,769.99.

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

SECTION 1. The City of Conway shall make all necessary adjustments and amendments to its previous memorandum of agreement with ADEQ and shall accept additional grant proceeds (50.935) from the ADEQ in the amount of \$3,769.99 for a diesel emission reduction project into Sanitation Enterprise Equipment Repair account 50.118.235.

SECTION 2. 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.

SECTION 3. All ordinances in conflict herewith are repealed to the extent of the conflict. This ordinance is in furtherance of and supplemental to O-14-10.

PASSED this 24th day of July, 2012.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



Steve Ibbotson
Director

10 Lower Ridge Road
Conway, Arkansas 72032
(501) 328-4173
www.conwayparks.com

To: Mayor Tab Townsell
Cc: Conway City Council
From: Steve Ibbotson, Parks Director
Date: July 10, 2012
Re: Vending Contract

The Conway Parks Department received RFPs on April 17th 2012 for the vending contract for the City of Conway. Two (2) RFPs were received.

- 1) Pepsi Beverages Company
- 2) Coca-Cola Refreshments

The RFP received from Coca-Cola Refreshments was pending Senior Management Approval.

We are requesting the City Council to accept the RFP from Pepsi Beverages Company for a five (5) year agreement which shall commence on 08-01-12 and terminate on 07-31-17.

City of Conway
BEVERAGE AGREEMENT

This Beverage Agreement (the "Agreement") is made this 30th day of May, 2012 by and between **Pepsi Beverages Company** ("Pepsi") with offices located at **255 Tilk Rd. Conway Ar. 72032**, and **The City of Conway**, with facilities located at **1201 Oak Street, Conway Ar. 72-32**, (the "Customer").

WHEREAS, Customer and Pepsi each desire that Pepsi, through its Brands (as hereinafter defined), serve as the sole, exclusive and official Beverage (as hereinafter defined) supplier, distributor and advertiser of Customer at each and every location owned and operated, controlled or utilized by the Customer including, but not limited to, each and every location, Beverage fountain and vending location, special events area, concession vending area and any and all other areas and locations that become operational during the term of this Agreement (the "Facilities").

NOW THEREFORE, in consideration of the mutual covenants Pepsi and Customer hereby agree as follows:

1. Beverages shall be defined as any and all non-alcoholic drinks except milk.
2. Brands shall mean any and all Beverages sold and distributed by Pepsi and any and all Beverages Pepsi may sell or distribute in the future including, but not limited to, carbonated soft drinks, non-carbonated soft drinks, juices, juice containing beverages, teas, energy drinks, sports drinks, or isotonic drinks, bottled waters bottled coffee and frozen beverages
3. Subject to the renewal provisions set forth herein below, the term of this **five Year (5)** year Agreement shall commence on **8-1-12** and terminate on **7-31-17**,
4. In exchange for Customer's **5 year** commitment and other valuable consideration and upon full execution of this Agreement, the parties agree as follows:
 - a. Pepsi agrees to pay Customer an upfront payment of **fifteen thousand dollars (\$15,000.00)** payable within sixty (60) days after the signing of this of this agreement.
 - b. Pepsi agrees to pay **five thousand dollars (\$5000.00)** for each year 2-5 for a total of 4 annual payments . This payment will be paid at or near the anniversary date of this contract
 - c. Pepsi agrees to provide 10 recycle bins.
 - d. Pepsi agrees to provide 50 cases of 16.9 oz. water or 12 oz. cans annually.
 - e. Full Service Vending will be paid at 25% commission and must be 20 oz. bottles. Full service vend rates will remain at \$1.50 for the entire term of this agreement.
 - f. 2012 Pricing as follows, 20 oz carbonated soft drinks \$19.29 / 24 pack case, 20 oz water \$10.26 / 24 pack case , 20 oz. Gatorade \$19.82 / 24 pack case .This price includes drink tax but not sales tax.
 - g. Pepsi will pay a rebate on the following packages.
20oz.soft drinks including Gatorade \$5.00 per case, 20 oz. Aquafina \$2.00 per case, no rebates on any other packages.
 - h. All pricing adjusted annually and will not increase more than 5 % annually.
 - i. Sales will be totaled at the first of November and the rebate checked issued by the first of December for each year beginning with 2012.
 - j. Pepsi will provide all cooling equipment need to cooler Pepsi Products

- k. All Pepsi equipment provided , service and maintain all Pepsi cooling equipment free of charge
- l. This agreement is exclusive 20 oz only. No carbonated soft drink fountain or can beverages
- m. All beverages must be purchased directly from the local Pepsi Beverages Company, failure to remain exclusive or buy product from another source will result in a forfeit of all rebates and a request for all monies paid to be paid back to Pepsi at a pro-rated basis.
- n. This agreement excludes the Soccer Complex and the Fairgrounds property ,

5. All payments, including the value of donations, made by Pepsi to Customer under Paragraph 5 of this Agreement shall be deemed earned at an equal prorated rate per month for the purposes of this Agreement, notwithstanding the date of actual payment.

6. Customer hereby licenses and appoints Pepsi, through its Brands, as the sole, exclusive and official Beverage supplier, distributor and advertiser of Customer and the Facilities. Customer shall cause the Brands to be exclusively available at the Facilities and no Beverages or Beverage related items including, but not limited to, cups or premium items, that compete with or are the same as or similar to the Brands shall be made available, advertised and/or promoted at the Facilities or by Customer.

7. Customer recognizes that Pepsi has paid valuable consideration to ensure an exclusive Beverage associational relationship with Customer with respect to an exclusive Beverage supply and distribution program and that any dilution or diminution of such exclusivity seriously impairs Pepsi's valuable rights. Accordingly, in the event another person or entity attempts, without Pepsi's explicit consent, to associate Beverages that compete with or are the same as or similar to the Brands ("Competitive Products") with Customer or to suggest that Competitive Products are endorsed by or associated with Customer by referring directly or indirectly to Customer (all of which actions described herein are sometimes referred to as "Ambush Marketing"), Customer will promptly oppose such actions and cooperate with Pepsi's efforts to stop the Ambush Marketing and to protect the exclusive associational rights granted to Pepsi in this Agreement. In the event any such Ambush Marketing occurs during the Term or any renewal thereof, immediately upon learning thereof, each party shall notify the other party hereto.

8. All art work and logo sheets to be used in any advertisements, signage and press releases promoting the Brands are subject to the prior mutual approval of Pepsi and Customer, with neither party unreasonably withholding such approval.

9. Except as may otherwise be required by this Agreement, law or legal process, no party shall disclose to any third party the terms and conditions of this Agreement.

10. Except if prohibited by law, during the entire Term, Pepsi shall provide and supply Customer with all necessary equipment to dispense the Brands at the Facilities without charge; provided that all Beverages are supplied to Customer and the Facilities by Pepsi as set forth above and that the only products dispensed from such equipment are the Brands. Pepsi will provide service on all equipment without charge to Customer. All rights, title and interest in all Pepsi equipment supplied to Customer shall at all times remain with Pepsi.

11. Customer represents and warrants to Pepsi that all appropriate approvals required to enter into this Agreement have been granted and the individual executing this Agreement on behalf of Customer has been duly authorized by any and all persons or entities of which authorization is required to enter into this Agreement on behalf of Customer. Customer also agrees that at no time will it challenge, contest, disclaim or deny the authority of the individual signing this Agreement on behalf of Customer or use as a basis to void, cancel or nullify this Agreement a claim that the individual signing below was not authorized to sign this Agreement on

behalf of Customer. Further, Customer guarantees and warrants that the execution, delivery and performance of this Agreement by Customer will not and does not violate any agreements with or the rights of third parties.

12. In the event any of the covenants, agreements, terms or provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms and provisions contained herein shall not in any way be affected, prejudiced or disturbed thereby.

13. If Customer fails to perform any of the promises set forth in this Agreement, then as an option but not as its sole remedy, Pepsi may terminate this Agreement. If this Agreement is terminated for any reason, Customer agrees to return to Pepsi a pro rata portion of all monetary payments, including the value of donations, made to but not earned by Customer under Paragraphs 5 of this Agreement. Further, any such breach by Customer shall be deemed as authorization to Pepsi to allow Pepsi immediate access to the Facilities to take possession of each and every piece of Pepsi's equipment without any claim of trespass.

14. Any failure by either party hereto to enforce at any time or for any period of time any one or more of the terms or conditions of this Agreement, shall not be a waiver of such terms or conditions or of either party's right thereafter to enforce each and every term and condition of this Agreement.

15. It is mutually understood and agreed, and it is the intent of Pepsi and Customer that an independent contractor relationship be established and is hereby established under the terms and conditions of this Agreement: that employees of Customer are not, nor shall they be deemed to be, employees of Pepsi; and, that employees of Pepsi are not nor shall they be deemed to be employees of Customer.

16. This Agreement may not be assigned by either party hereto without the express written consent of the other.

17. This Agreement fully expresses the entire understanding of Pepsi and Customer. Any and all prior understandings are hereby canceled. No future changes in the terms of this Agreement shall be valid, except when and if reduced to writing and signed by both Pepsi and Customer, by legally authorized officials thereof.

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

City of Conway

Pepsi Beverages Company

Print: _____

Print: _____

Sign: _____

Sign: _____

Title: _____

Title: _____

Mailing Address _____

Federal ID # _____



PEPSICO

FOODSERVICE



City of Conway
May 30 2012



Presentation Amendment

- In addition to our original presentation we agree to the following .
- 1- An additional \$5000.00 added to the upfront payment for a total of \$15,000.00 upfront.
- 2- Provide 10 recycle bins
- 3- Provide 50 cases of 16.9oz water or 12 oz. cans annually .
- The additional upfront money is good for a 20 oz. program only.



PEPSICO

FOODSERVICE



Tropicana



City of Conway
April 2012



RECEIVED
APR 13 2012
John Kozlowski

To Order:
1- 866-287-3774 ext 1

Pepsi Beverage Line-up

For Equipment Repair:
1- 866-287-3774 ext 2

12 oz Cans

20 oz Bottles*

- Pepsi *
- CF Pepsi
- Diet Pepsi *
- CF Diet Pepsi
- Pepsi Max *
- Wild Cherry Pepsi *
- Diet Wild Cherry Pepsi *
- Mountain Dew *
- Diet Mountain Dew *
- CF Mt. Dew
- Diet CF Mt Dew
- Mt. Dew Code Red *
- Diet Code Red *
- Mt. Dew Live Wire Orange *
- Mt Dew Voltage *
- Sierra Mist *
- Sierra Mist Free *
- New-Crush Orange *
- New-Crush Diet Orange *
- New-Crush Grape *
- New-Straw. Crush*(20 oz only)
- New -Cherry Crush
- Mug Root Beer *
- Lipton Brisk SWL *

1 Liter 12/1ltr

- Pepsi
- Diet Pepsi
- Mountain Dew
- Diet Mountain Dew

New- Energy Gum

- * Amp
- * Rockstar

Propel 20oz Bottles

- *Grape
- Kiwi Strawberry
- Berry
- Lemon



Starbuck's

- Coffee (9.5 oz & 13.7oz)
- Mocha (9.5 oz & 13.7oz)
- Vanilla (9.5oz & 13.7oz)
- Mocha Lite (9.5oz)
- Dark Chocolate (9.5 oz & 13.7oz)
- Dark Chocolate Raspberry (9.5oz)
- Iced Coffee (16oz Can)
- DoubleShot Espresso (6.5oz)
- New-15 oz DoubleShot Energy Mocha, Vanilla, Light
- New-15oz. Energy + Coffee Cinnamon Dulce



SoBe LifeWater 24/20oz

- Strawberry Kiwi
- Blackberry Grape
- Pomegranate
- Citrus Passion Fruit
- New Acai Punch
- New-Yuzu Black Currant
- New-Goji Melon
- New-Agave Lemonade
- New Mango Melon (Sugar Free)
- New-Black & Blueberry (Sugarfree)
- New-Fuji Apple Pear (Sugarfree)
- New-Yumberry Pomegranate (SF)
- New-Strawberry Dragonfly
- New-Cherimoya Punch



•Gatorade G2 20 oz

- Fruit Punch
- Grape
- Orange
- New Lemon Lime
- New Blueberry Pomegranate
- New Strawberry Kiwi



Aquafina Water

- Aquafina 24/20 oz
- Aquafina 15/1 Liter
- Aquafina 12oz 12 Pack FM



Splash (20oz)

- Raspberry
- Wild Berry
- Grape
- New-Strawberry Kiwi
- New-Lemon



New- Amp Energy Juice

- Berry
- Orange



Tropicana 20 oz Bottles

- Fruit Punch
- Orangeade
- Lemonade
- Pink Lemonade
- Strawberry Melon



SoBe 12/20oz

- Green Tea
- Tsunami
- Lizard Fuel
- Lizard Lava
- Energy
- Liz Bliz
- Lean



Gatorade 20 oz Bottles

- Fruit Punch
- Lemon Lime
- Orange
- Fierce Grape
- Cool Blue Raspberry
- Berry Rain



Ocean Sprya 12/15.2oz Bottles

100% Juice

- Orange (100%)
- Apple (100%)
- Ruby Red Grapefruit (100%)
- Kiwi Strawberry
- Grape

OCEAN SPRAY 12/15.2oz Bottles

- Cranberry Juice Cocktail
- Cran-Grape
- Blueberry



New-Muscle Milk-

- Chocolate
- Vanilla
- Strawberry
- Banana
- Chocolate Malt
- Light Chocolate
- Light Vanilla



Fountain Only / Frozen Beverage

Lipton Original 24/16 oz Glass Bottles

- Sweet no Lemon
- Sweet with lemon
- Extra Sweet Southern Style
- White Tea with Tarragon



Lipton Iced Tea Plastic 24/20oz

- Green Tea w/ Citrus
- Diet Green Tea w/ Citrus
- Iced Tea w/ Lemon
- Diet Green Tea with Mixed Berry
- White Tea with Raspberry
- Diet White Tea with Raspberry
- Diet White Tea with Peach Papaya



16 oz Energy Drinks

- Mountain Dew Amp
- Sugar Free Amp
- AMP Overdrive (Cherry)
- AMP Maintain (Grape)
- AMP Revive (Orange)
- AMP Focus (Berry)
- Sobe No Fear
- Sobe Sugar Free No Fear
- Sobe No Fear Motherload
- New Sobe No Fear Bloodshot
- New Amp Energy with Black Tea
- New Amp Energy with Green Tea
- New Amp Lightning (Lemonade)
- Rockstar Origanl
- Rockstar Sugar Free
- Rockstar Fruit Punch
- Rockstar Fruit Punch Citrus
- Rockstar Mango
- Rockstar Guava
- Rockstar Energy Cola
- Rockstar Recovery (Lemonade)



•24 oz Energy

- AMP
- Cherry AMP
- Sobe No Fear
- Rockstar

New-2 oz EnergyShots

- *Rockstar

Introducing the Series

Available 1/4/11

01

GATORADE
PRIME



ENERGY TO START

Gatorade Prime is pre-game fuel in a convenient and functional 4 oz pouch. It is designed to be used in the 15 minutes before exercise to provide energy by maximizing the availability of carbohydrate energy to muscles at the beginning of a workout or competition.

02

GATORADE
PERFORM



HYDRATION TO PERFORM

By offering a scientifically proven blend of carbohydrates and key electrolytes, Gatorade Thirst Quencher is designed for use in the moment of activity to help athletes and active people hydrate, refuel and push through.

03

GATORADE
RECOVER



PROTEIN TO RECOVER

Gatorade Recover is the first protein and carbohydrate beverage formulated with the consistency of a thirst quencher to provide hydration and muscle recovery benefits after exercise.

Equipment Service and Support

- Pepsi is committed to maintaining our equipment in good working order at all times.
- Equipment will be serviced within 24-48 hours of receiving the call to completion. If a swap is needed it will be priority.
- Pepsi will provide all cooling equipment needed to cool Pepsi products free of charge.

CONTRACT TERMS

- **Pepsi Beverages Company will have exclusive beverage rights throughout the City of Conway properties mentioned in the bid request and any new properties the City acquires or establishes during the term of this agreement.**
- **For any beverage (soft drink, hot coffee/tea , frozen beverages , water etc.) if Pepsi has it available and the City of Conway concessions offers it then that product must be purchased from Pepsi also.**
- **Failure to remain exclusive or purchasing product from another source will void this agreement and all funds repaid to PBC on a prorated basis.**

CONTRACT TERMS

Pepsi's agreement is with the City of Conway . It is the City of Conway's responsibility to ensure that the concessioners abide by the agreement.

Pricing quoted in this agreement is good for all concessioners (The City of Conway, or anyone they lease/rent the concessions to). It is the City of Conway's responsibility to insure all concessioners are aware of the pricing and the program agreed to. The prices quoted are non negotiable with any concessioner.

5 year agreement

Financial Proposal

2012 Pricing

package	product	cost	drink tax	total cost
20 oz.	CSD	\$18.50	.79	\$19.29
20 oz.	water	\$10.26	-0-	\$10.26
20 oz.	Gatorade	\$19.03	.79	\$19.82
12 oz.	Cans	\$9.33	.47	\$9.80
1 Gallon	BIB	\$17.46	\$2.00	\$19.46

Pricing adjusted annually with a 30 day written notice and capped at 5% maximum.

Package Rebates

- **Pepsi will pay the following rebates within 60 days of the anniversary date of the contract**
 - All 20 oz. 24 pack soft drinks: \$5.00
 - All 20 oz. 24 pack Gatorade products: \$5.00
 - All 20 oz. 24 pack water: \$2.00
- **No rebates on any other packages**

Full Service Vending

- **Pepsi will pay 25% commission on all full service vending.**
- **Full Service vending shall be 20 oz.**
- **The vending rate will be \$1.50 throughout the term of this agreement .**

One Time Up Front Payment

- Pepsi will provide a one time up front payment of **\$10,000.00** payable within 60 days after the start date of the agreement .
- In the event this contract is canceled the up front payment shall be repaid at a prorated basis .

Year 2 thru 5 Annual Payment

- Pepsi will provide an annual payment of **\$5,000.00** within 60 days of the anniversary date of the contract.

Totals Fixed Cash Payments

1-Total Annual Payments: \$20,000.00

2 – Up Front Payment: \$10,000.00

\$30,000.00

Estimated Rebates

- Account purchases all 20 oz. Products **\$8,954.00** per year
- Account purchases can products, water and Gatorade **\$4,349.00** per year
- Account purchases fountain products, water and Gatorade **\$4,349.00** per year
 - Estimates based on previous 12 months usage.

Total Earnings Possible Over 5 Years

- Total 5 year cash payments **\$30,000.00**
- Total 5 year rebate on a 20 oz. only program **\$44,770.00**
 - 20 oz. program is the most lucrative option

\$77,770.00

Additional Information

- On page 4 and 5 of the request for bid PBC is in agreement with each line item.

2012 Customer Proposal for Business

- **Pepsi Beverages Company**
- **By:** *Mike Reed*
- **Title:** *Unit Sales Manager*
- **Signature:** *Mike Reed 2/13/12*

Proposed Services Summary

1. Full Service vending

- Wide variety of products to meet Category I and II needs
- Glass front vendors for multi package vending

2. Equipment and Supplies

- Loan all equipment
- No cost for any repairs
- State of the art equipment
- Parts and Supplies available
- Service Calls answered 24 hours daily

3. Equipment for Vending

- State of the art equipment
- Loan of all equipment needed
- Commissions will be set and paid as needed by district

4. Displays and Point of Sale

- Offer promotions to meet consumer demands
- Seasonal promotions to promote incremental activity
- Customizable POS available upon request

5. Equipment Service

- Service calls answered 24 hours daily
- Repair calls dispatched and responded to within 24 hours
- Parts replacement needs within mutually agreeable times



Proposed Services Summary cont.

6. Equipment Liability and Security

- Loan of all equipment for new and replacement
- Security devices provided as needed

7. Reporting Service

- Monthly full service reports on volume and commission by Location
- Individual vender meter readings available upon request
- Quarterly rebate reports on volume and funding
- Monthly volume and brand / package reports by location for food service
- Quarterly business reviews

8. Vending License and Taxes

- All vending equipment will display appropriate State of AR vending tax decals
- All applicable vending taxes will be accommodated by bottler

9. Coca-Cola Employees

- All Coca-Cola Employees will have appropriate company badges visible at all times while conducting company business
- Delivery Personnel will be uniformed while conducting company business

10. Bonding and Liability

- Bonding and Liability amounts reported in contract



Proposed Services Summary cont.

11. Damage Claims and Electrical Service

- Damage claims will be covered in contract language for indemnification

12. Delivery Service

- Merchandise the products that we deliver daily
- All of our products have a optimum taste code that our staff checks weekly
- All deliveries will be made within the desired delivery time set for each location

13. Vend Rates

- Vend rates and subsequent changes will be set and changed at mutually agreed to rates



Coca-Cola Has the Service Expertise to Maximize Beverage Revenue

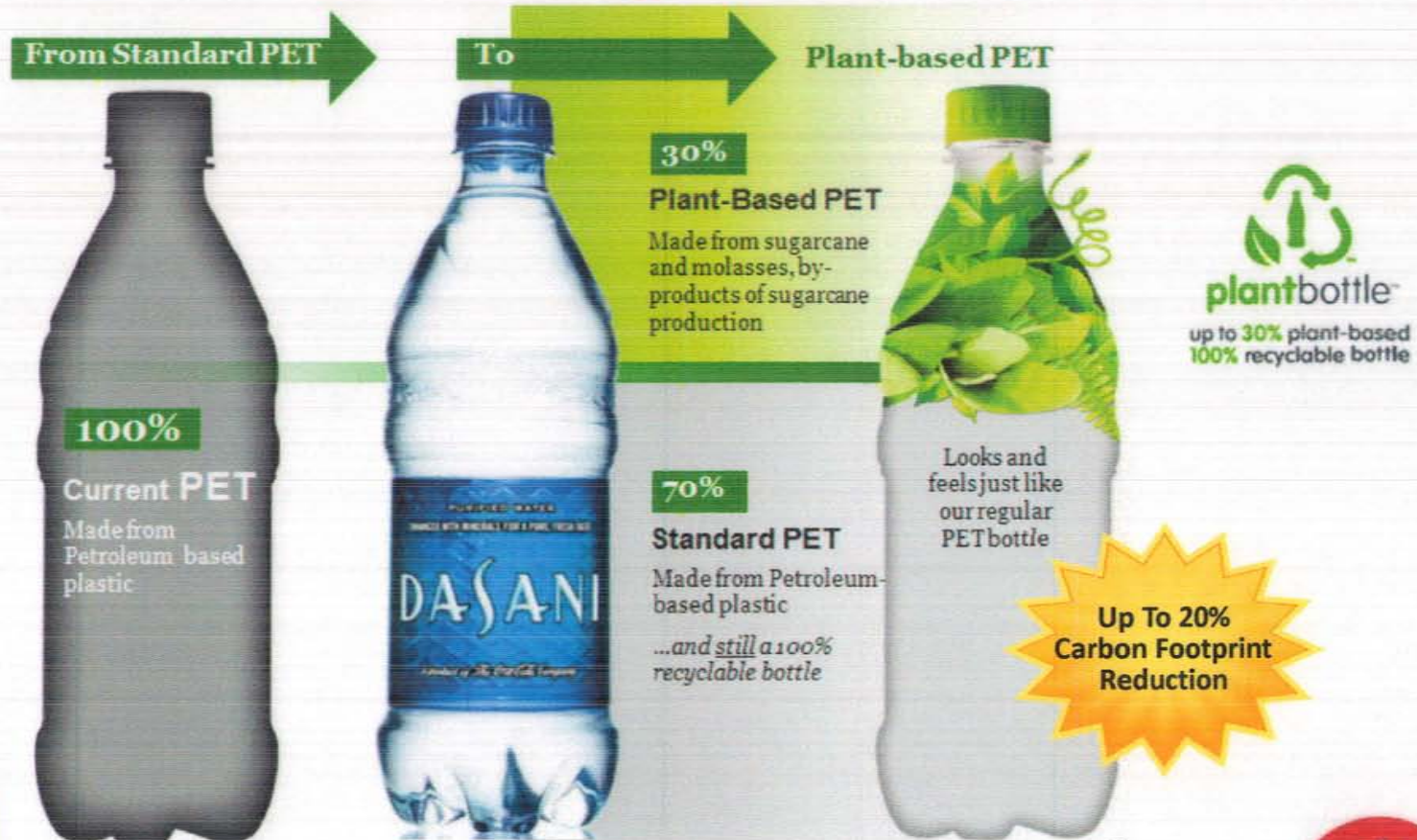
Coca-Cola is committed to providing the highest quality service to City of Conway

- Coca-Cola will *continue* to provide the following quality service:
 - Mechanical service 24 hours a day, 7 days a week
 - 24 hour response time Monday – Friday for all service calls received prior to 4:00 PM
 - Dedicated service technician assigned to Conway Area
 - Coca-Cola bottles and delivers the freshest product from our Little Rock facility

Little Rock Coca-Cola Bottling Company has been the beverage leader in foodservice for over 100 YEARS.



Dasani plantbottle™ is a PET Bottle Made From 30% Renewable Plant-Based Material That is 100% Recyclable



The Right Bin in the Right Place

Current and Most Popular Bin Options



Bottle Bin (Black)

- Unique design, use in high visibility locations where you want to “make a statement”
- Holds approx. 200 bottles
- Not optimal for high-volume locations; contour design makes emptying somewhat difficult
- Made of 100% recycled plastic



Syrup Barrel Bin

- Most durable & user friendly option
- Holds approx 300 bottles
- Access concentrate barrels from local production facility (based on availability)
- Topper made of 100% recycled plastic



Corrugated Bin

- Economical option for special events
- Holds approx. 250 bottles
- Best used indoors, won't withstand rain
- Bin is completely recyclable





Financial Summary And Pricing



Exclusive Availability Rights Value

Over 5 years

Up Front Payment (1 time payment) \$8,000.00

This is for 1 time payment paid at the front of the contract

Estimated Rebates (\$1.00 per case) \$7,220.00

This is on all Direct Delivery 20 oz cases sold to Aramark and paid to City at end of each year. This is on volume reported to City of Conway for 2011.

Estimated Commissions (20% comm.) \$21,984.00

This is commissions paid on cash collected from vendors. Calculations were made from volume reported to City of Conway. This can be paid Monthly, Quarterly, or Annually, with reports on volume of each machine.

Total Proposal Value of Exclusive Offer

\$ 37,204.00



**Total commissions & rebates earned may vary based upon actual case volume sold



Exhibit A

Full Service Vend Rates & Commission Percentages

The annual vend rates and commissions* for bottle/can beverages based on exclusive Coca-Cola availability are as follows:

Product:	Years 1-3	Commission Rate
20 oz.PET - Carbonated Soft Drinks	\$1.50	20%
20 oz.PET - Dasani	\$1.50	20%
20 oz.PET - MM Refreshment	\$1.50	20%
16 oz.Bttl – MM Juice	\$1.50	20%
20 oz.PET - Powerade	\$1.50	20%
12 oz.Can - Carbonated Soft Drinks	\$1.00	20%



*Annual commission \$'s may vary based on actual volume sold and vend rate.
Commissions paid on cash collected after sales tax and recycling fees, .



Bottle /Can and Fountain Pricing

Product:	Rebate
20 oz.PET - Carbonated Soft Drinks	\$1.00
20 oz.PET - Dasani	\$1.00
20 oz.PET - MM Refreshment	\$1.00
20 oz.PET - Powerade	\$1.00



Bid specified that we would be selling product to 3rd party concessionaire (pricing withheld)





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

A RESOLUTION ACCEPTING A PROPOSAL SUBMITTED BY ARAMARK EDUCATIONAL SERVICES, LLC ("ARAMARK") FOR CONCESSION SERVICES AND APPROVING AN AGREEMENT BETWEEN THE CITY OF CONWAY AND ARAMARK

WHEREAS, it has been determined that it is in the best interest of the City to continue to outsource the concession services at City of Colleges Park and Conway Station Park; and

WHEREAS, we have used ARAMARK from February 24, 2011 to May 31, 2012; and

WHEREAS, the proposal rendered by ARAMARK is deemed to be the most advantageous to the City of Conway in both direct and indirect cost and service available; and

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

SECTION 1: The City Council of the City of Conway hereby approves the renewal agreement with ARAMARK EDUCATIONAL SERVICES, LLC ("ARAMARK") for concession services for City of Colleges Park and Conway Station Park.

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

Passed this 24th day of July 2012.

Approved:

Mayor Tab Townsell

Attest:

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

June 15, 2012

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

ARAMARK LEGAL

Dear Mr. Ibbotson:

This letter shall confirm the understanding between you and our representatives that effective as of June 1, 2012, the Food Services Management Agreement between **THE CITY OF CONWAY, ARKANSAS, PARKS AND RECREATION DEPARTMENT** ("Client") and **ARAMARK EDUCATIONAL SERVICES, LLC** ("ARAMARK"), effective as of February 24, 2011, as amended (the "Agreement"), shall be further amended as follows:

1. Paragraph 12, FINANCIAL TERMS, Subparagraph B, "Retention of Receipts; Commissions," shall be deleted and replaced in its entirety as follows:

"12. FINANCIAL TERMS:

B. Retention of Receipts; Commissions: ARAMARK shall retain all receipts from the concessions operation. ARAMARK shall pay to Client a commission on Net Receipts per Operating Period, as set forth below:

<u>Net Receipts</u>	<u>Commission Percentage</u>
First \$75,000 in Net Receipts	18% of Net Receipts in tier
\$75,001 - \$125,000	20% of Net Receipts in tier
\$125,001 and above	22% of Net Receipts in tier"

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

"21. TERM AND TERMINATION:

A. Term: The term of this Agreement shall continue through November 30, 2014, unless otherwise terminated as provided for elsewhere herein. Thereafter, this Agreement may be renewed, upon the mutual written agreement of the parties, for such term or terms as the parties may agree, unless otherwise terminated as provided for elsewhere herein."

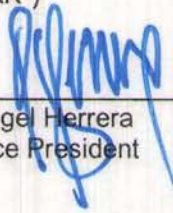
In all other respects, the Agreement shall remain in full force and effect. This Letter Amendment shall be attached to, and become part of, the Agreement.

June 15, 2012
Page 2

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

Very truly yours,

ARAMARK EDUCATIONAL SERVICES, LLC
("ARAMARK")

By: 
Angel Herrera
Vice President

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

CITY OF CONWAY, ARKANSAS ("Client")

By: _____
Tab Townsell
Mayor

MZC—369327.02



Tammy & Bill McCollum
dba McCOLLUM CONCESSIONS
2825 Gulfshore Drive
Conway, AR 72034 (501)581-3460

June 28, 2012

Dear Conway Parks & Recreation Committee,

Please accept this letter of application as a formal bid for the Conway Parks' concessions for the next three consecutive years. McCollum Concessions was founded in 2002. We have provided quality service concessions for the Little Rock Expo Center, Greenbrier and Conway School Districts' soccer and football programs, public and private auctioneers, and many festivals. Some of the festivals include Bald Knob's "Home Fest", Conway's "ToadSuck Daze", Morrilton's "Great Arkansas Pig Out", Clinton's "Chuckwagon Races", Mountain View's "Spring Fest" & "Bean Fest", Altus' "Grape Fest", Newport's "Rollin' on the River", Clarksville's "Peach Fest", and many more!

As active community members, Bill and I look for ways to give back. I am currently employed as a Teacher in the Conway Public School District. Bill is currently employed in the Internet department at Conway Corporation. We serve in our church – Antioch, and believe this is just one more opportunity to help our community. My vision, should I be awarded this bid, is to involve as many community organizations as possible. This is great publicity for everyone involved and there is no greater feeling than contributing! I just recently took my school, Carl Stuart Middle School, from last place in recycling in our school district to first. I also procured a \$75,000 grant for a new acre pond on our school campus for community use. Many different organizations/clubs/groups are using this pond as community involvement activities.

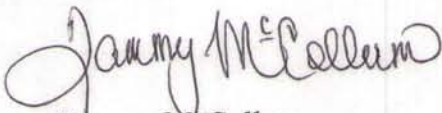
Our bid proposal is:

5% on Net Sales from \$0 - \$400,000, and
10% on Net Sales from \$400,001 and above

Net Sales consists of Gross Sales minus the cost of food and taxes. In the past, we have inventoried before each vending date and we are willing to do that each time, if that is your process choice. We carry one million dollars of liability insurance and are in good standing with the Arkansas Department of Health – with zero write-ups/warnings. We are honest and hardworking and want everyone to succeed. This bid also includes free food for all umpires and for the Conway Parks & Recreation Director and Assistant. There will also be team deals available.

We provide quality food at affordable prices for all families. Plus, we know how to treat our customers with the friendliest and best service. Attached you will find a sample menu. Thank you in advance for considering McCollum Concessions as your next vendor.

Sincerely,



Tammy McCollum

Menu

Corn Dogs – Large & Small
“Stormy” Burger/Cheeseburger

Nachos

Frito-Chili Pie

Candy

Pickles

Popcorn

Chips

Hot Dog

French Fries

Chicken Strips

Fried Pies

Fried Twinkies

Funnel Cakes

Chocolate-covered Bananas

Pepsi Products

Coffee/Tea/Lemonade

Slush

Snow Cone



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

**AN ORDINANCE APPROPRIATING FUNDS FOR PROFESSIONAL SERVICES FOR CURTIS WALKER
PARK AND CONWAY STATION PARK; AND FOR OTHER PURPOSES**

WHEREAS, The Conway Parks Department has entered into an agreement for design services with Jacobs for a master plan at Curtis Walker Park at a cost of \$9,130; and

WHEREAS, The Conway Parks Department has entered into an agreement for architectural services with Sowell Architects for additional buildings (concession & toilet facility) to be constructed at Conway Station Park at a cost of \$7,500.

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

SECTION 1. The City of Conway shall appropriate \$9,130 from Parks and Recreation A&P Fund Balance Appropriation (252.000.4900) to the Conway Parks Department Parks General CIP Account (252.140.5990)

SECTION 2. The City of Conway shall appropriate \$7,500 from Parks and Recreation A&P Fund Balance Appropriation (252.000.4900) to the Conway Parks Department Conway Station Park CIP Account (252.156.5990)

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

PASSED this 24th day of July 2012.

Approved:

Mayor Tab Townsell

Attest:

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



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

AN ORDINANCE ESTABLISHING AND AMENDING RULES AND REGULATIONS FOR PARKS AND PARK FACILITIES IN THE CITY OF CONWAY; AND FOR OTHER PURPOSES:

WHEREAS, the City seeks to update its general policies, procedures, rules and regulations for the use and enjoyment of city parks in the City of Conway;

WHEREAS, this Ordinance is in addition to and supplemental to other ordinances;

WHEREAS, if any provision of other Ordinances, other than those affecting Lake Beaverfork Park, conflict with this Ordinance, this Ordinance shall be deemed to supersede and repeal, to the extent of any conflict, the prior ordinances;

WHEREAS, this ordinance shall not repeal or amend ordinances or municipal code sections affecting Lake Beaverfork Park;

WHEREAS, the Parks Department may promulgate those rules, regulations and policies not adopted herein but necessary for the efficiency of its day-to-day operations.

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

Section 1: RULES AND REGULATIONS

- A. Quiet hours are between the hours of 10:00 p.m. and 6:00 a.m.
- B. No person shall stay after quiet hours within a public park or city owned and operated facility except by special written permission granted by the office of the mayor or his designee. This includes but is not limited to camping, sleeping, or lodging.
 - 1. Special written permission will be limited to no more than two (2) consecutive nights.
 - 2. Usage of Expo Center RV Park is restricted to city events.
 - 3. In addition to any other sanction that may be assessed for the violation of this provision, any person in violation of this rule shall be subject to the immediate removal from the park of their person and belongings.
- C. It is prohibited to offer for sale or give away without charge any food, drink, merchandise, or service without Parks Director approval.
- D. Vehicles are restricted to designated roads and parking areas only.
- E. Removal of any City property is prohibited.
- F. No person shall use restrooms designated for the opposite sex unless such person is under the age of six (6) years and is accompanied by his parent or guardian.

- G. No person shall use any portion of any park or facility for toilet purposes, except the public restrooms or provided portable toilets.
- H. Hunting is prohibited on park property.
- I. No weapons or firearms allowed, unless for the purpose of participating in an authorized weapon or firearms-related activity authorized by the Parks Director and subject to Arkansas Code Annotated § 5-73-306, as amended.
- J. Open fires in city parks without a permit are prohibited.
 - 1. No permit shall be issued without a fire permit from the Conway Fire Department and approved by Parks Director.
- K. All unauthorized use of fireworks and or explosive devices is prohibited.

Section 2. The Parks Department may promulgate those rules, regulations and policies not adopted herein but necessary for the efficiency of its day-to-day operations.

Section 3. These rules and regulations shall be supplemental and in addition to all ordinances, or parts of ordinances, relating to Parks and Recreation in the City of Conway and shall repeal only those Ordinances, or parts of Ordinances, in direct conflict herewith. This ordinance does not amend, repeal or replace ordinances or code sections specific to Lake Beaverfork Park.

Section 4. PENALTIES:

Failure to comply with these rules, policies and regulations can result in a warning, eviction from park facilities, restriction of access to park facilities or be considered a violation of this ordinance, punishable by a fine of no less than \$25.00 nor more than \$100.00 per occurrence; violations which are continuing in nature may be treated as an ongoing violation and upon conviction, each day of the violation may be treated as a separate offense and fines assessed up to \$100.00 per day.

Section 5. That this ordinance shall be effective from and after its passage and publication.

Passed this 24th day of July, 2012.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



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

A RESOLUTION TO AWARD A DUTY WEAPON TO RANDY FREEMAN UPON RETIRING FROM THE CONWAY FIRE DEPARTMENT; AND FOR OTHER PURPOSES;

Whereas, Division Chief Randy Freeman was an employee of the City of Conway Fire Department for over 30+ years; and

Whereas, Division Chief Randy Freeman retired as the Fire Marshal from the City of Conway in January 2012; and

Whereas, upon his retirement the Conway Fire Department would like to show their their gratitude and appreciation for Randy's hard work and dedication by awarding his service weapon to him.

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

SECTION I: The City of Conway City Council authorizes awarding Randy Freeman his service weapon (Glock 17 pistol).

SECTION II: The Conway Finance Department is instructed to remove such weapon from the inventory listing.

Passed on the 24th day of July, 2012.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Finance Department
1201 Oak Street
Conway, AR 72032
www.cityofconway.org



Memo:

To: Mayor Tab Townsell
CC: City Council Members

From: Brenda Yarbrough, Finance Department
Date: July 20, 2012
Re: 2012 July Disposals of Property

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

Please advise if you have any questions.

Department	NEW LISTING OF AS OF JULY DISPOSALS 2012	
CPD	Browning Invector Plus 12-gauge (30591NRT02)	auctioning online
CPD	Glock pistol (MSE519) account equipment	retirement gift/Danny Moody
CPD	Mossberg 500A, 12-gauge (P686376	auctioning online
CPD	Remington 870 Express 12-gauge (W848500M)	auctioning online
CPD	Remington 870 Magnum (W737707M)	auctioning online
CPD	Remington Wingmaster 870, 12-gauge (T528174V)	auctioning online
AWU	2007 Ford Ranger (06615)	total /\$11,095.51
CFD	Glock 17 pistol (ETT970) Randy Freeman's	retirement gift/Randy Freeman



City of Conway, Arkansas
Monthly Financial Reports
June 30, 2012

City of Conway
 Monthly Financial Report - General Fund
 For the month ended June 30, 2012



Revenues	Budget	Month	Year to	Encumbered	(Over)/Under	%
		Activity	Date		Budget	Expend/Collect
Ad Valorem Tax	2,863,135	464,442	1,005,375		1,857,760	35%
Payments in Lieu of Tax	58,560	-	1,744		56,816	3%
State Tax Turnback	1,600,000	59,251	480,656		1,119,344	30%
Sales Tax	16,205,000	1,608,177	8,250,910		7,954,090	51%
Beverage Tax	335,000	-	163,305		171,695	49%
Franchise Fees	2,612,300	190,823	1,284,304		1,327,996	49%
Airport Revenue	51,800	6,140	36,837		14,963	71%
Airport Fuel Sales .05 / GAL	7,500	1,055	5,521		1,979	74%
Permits	626,700	50,146	255,283		371,417	41%
ACIEA Revenues	-	893	2,814		(2,814)	100%
Dog Tags & Fees	25,000	2,220	11,773		13,227	47%
Municipal Court Fines and Fees	750,000	65,953	356,808		393,192	48%
Law Enforcement	795,301	110,886	349,014		446,287	44%
State Grant Revenues	40,000	-	-		40,000	0%
Insurance Proceeds	14,186	-	14,237		(51)	100%
Parks	389,000	58,808	306,081		82,919	79%
Interest Income	4,000	24	577		3,423	14%
Act 749 Public Safety	1,000	98	678		322	68%
Donations	925	1,690	9,720		(8,795)	100%
Act 833 Revenue	-	20,668	38,961		(38,961)	100%
Other Grant Revenues	50,000	-	-		50,000	0%
Miscellaneous Revenues	91,700	3,132	85,800		5,900	94%
Transfers from Other Funds	510,862	-	1,176,250		(665,388)	230%
Total Revenues	27,031,969	2,644,407	13,836,649	-	13,195,321	51%
Expenditures						
Admin (Mayor, HR)	517,999	43,367	217,393	-	300,606	42%
Finance	340,022	25,312	155,938	48	184,036	46%
City Clerk/Treasurer	200,683	14,212	80,934	-	119,749	40%
City Council	88,273	5,598	36,386	-	51,887	41%
Permits and Planning	736,987	52,623	325,155	640	411,192	44%
Physical Plant	390,316	35,300	171,490	704	218,121	44%
Fleet Maintenance	279,441	12,544	85,245	5,324	188,872	31%
Information Technology	711,422	132,997	341,616	45,485	324,321	48%
Airport	32,500	25,972	86,025	-	(53,525)	265%
Nondepartmental	595,280	5,741	295,135	20,268	279,877	50%
Police	9,938,365	702,910	4,407,073	37,794	5,493,499	44%
Animal Welfare	373,980	25,979	153,601	3,562	216,818	41%
Municipal District Court	830,561	62,789	398,603	4,513	427,445	48%
City Attorney	270,211	18,701	111,941	416	157,855	41%
Fire	8,339,776	579,506	3,841,211	80,092	4,418,473	46%
Parks	2,477,996	194,570	1,035,949	18,137	1,423,909	42%
Total Expenditures	26,123,811	1,938,121	11,743,695	216,981	14,163,135	45%
Net Revenue/(Expense)	908,158		2,092,953			

*All figures are unaudited

Notes:

- 1) Budget column is current budget which includes all year-to-date adjustments, if any.
- 2) Airport expenditures are high due to paying \$48,000 and \$24,000 invoices to Garver Engineers for new airport terminal design. This will be reimbursed by the promissory note with First Security Bank once the first funds are drawn.

City of Conway
General Fund
2012



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-12-07	1/24/12	New phone system at City Hall	20,000
O-12-13	2/28/12	Update city-wide salary study	3,000
O-12-18	3/13/12	Match to DHS grant for fire radios	45,545
O-12-20	3/13/12	Replace an outdoor warning siren	20,000
O-12-29	3/27/12	Flame resistant uniforms for fire dept	10,781
O-12-31	3/27/12	City's portion of new 911 system	54,270
O-12-43	4/24/12	Animal Welfare fuel	10,000
O-12-44	4/24/12	Civil Service Commission testing	19,600
O-12-49	5/8/12	Software and network switches for IT	95,600
O-12-60	6/26/12	Employee appreciation bonus	460,781
			<u>739,577</u>

City of Conway
 Balance Sheet - General Fund
 For the month ended June 30, 2012



Cash - Operating	3,159,204
Petty Cash	715
Taxes Receivable	2,841,538
Accounts Receivable	2,993,531
Due from Other Funds	95,968
Due from Street	46,333
Due from Component Unit	141,666
Due from Municipal Court	(63,790)
Fleet Inventory	35,923
Fuel Inventory	67,891
General Inventory	(2,676)
Assets	<u>9,316,304</u>
Trade Accounts Payable	(66,430)
Salaries Payable	(400)
Federal Tax Payable	(189)
State Tax Payable	(107)
FICA Tax Payable	(330)
Medicare Tax Payable	(85)
Group Insurance Payable	6,172
LOPFI Payable	119,153
Misc. Deductions Payable	(15,880)
Held for Others - Friends of the Animals	3,034
Due to Other Funds	513,308
¹ Due to Component Unit (Conway Corp Loan)	200,000
Deferred Revenue	2,439,169
Liabilities	<u>3,197,416</u>
Fund Balance	6,118,887
Total Liabilities & Fund Balance	<u>9,316,304</u>

*All figures are unaudited

¹ To help with the cost of the new airport that the FAA grant does not cover. Will receive State funding for this, but not until the end of the grant cycle.

City of Conway
 Monthly Financial Report - Street Fund
 For the month ended June 30, 2012



	<u>Budget</u>	<u>Month</u> <u>Activity</u>	<u>Year to</u> <u>Date</u>	<u>Encumbered</u>	<u>(Over)/Under</u> <u>Budget</u>	<u>%</u> <u>Expend/Collect</u>
Revenues						
Ad Valorem Tax	1,200,000	240,852	473,157		726,843	39%
Payments in Lieu of Tax	10,000	-	848		9,152	8%
State Tax Turnback	2,500,000	224,057	1,264,341		1,235,659	51%
Sales Tax	250,000	20,545	123,073		126,927	49%
Sign Permits	500	-	-		500	0%
Engineering Fees	10,000	250	4,900		5,100	49%
Interest Income	20,000	336	1,833		18,167	9%
Miscellaneous Revenues	200,000	610	1,520		198,480	1%
Total Revenues	4,190,500	486,650	1,869,671	-	2,320,829	45%
Expenditures						
Personnel Costs	2,012,138	142,391	902,428	-	1,109,710	45%
Other Operating Costs	2,123,401	103,407	661,477	206,551	1,255,374	31%
Total Operating Costs	4,135,539	245,798	1,563,905	206,551	2,365,084	38%
Capital Outlay	661,071	3,928	307,034	110,783	243,254	46%
Total Expenditures	4,796,610	249,726	1,870,939	317,334	2,608,338	39%
Net Revenue/(Expense)	(606,110)		(1,267)			

*All figures are unaudited

Notes:

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

City of Conway
Street Fund
2012



Fund Balance Appropriations

<u>Ordinance</u>	<u>Description</u>	<u>Amount</u>
O-12-01	Transportation for Boys & Girls Club, FCCDD	50,000
O-12-60	Employee appreciation bonus	<u>37,139</u>
		87,139

Fund Balance Adjustments - Budget Carryovers from 2011

1.	Street Paving & Reconstruction	117,900
2.	Construction in Progress	250,000
3.	Machinery & Equipment	<u>40,288</u>
		<u>408,188</u>
		<u><u>458,188</u></u>

City of Conway
 Balance Sheet - Street Fund
 For the month ended June 30, 2012



Cash - Operating	832,547
Certificates of Deposit	300,000
Taxes Receivable	43,858
Accounts Receivable	1,641,740
Due from Other Funds	596,121
<i>Assets</i>	<u>3,414,296</u>
Trade Accounts Payable	59,304
Due to Other Funds	9,133
Due to General	39,175
Deferred Revenue	1,264,754
<i>Liabilities</i>	<u>1,372,367</u>
<i>Fund Balance</i>	<u>2,041,929</u>
<i>Total Liabilities & Fund Balance</i>	<u>3,414,296</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Sanitation
 For the month ended June 30, 2012



Revenues	Budget	Month Activity	Year to Date	Encumbered	(Over)/Under Budget	% Expend/Collect
Sanitation Fees	7,470,000	713,222	3,821,077		3,648,923	51%
Proceeds - Recycled Materials	746,000	9,875	228,433		517,567	31%
Landfill Fees - E Waste	10,000	-	-		10,000	0%
Landfill Fees - General	200,000	22,318	109,887		90,113	55%
Cart Revenues	150	-	-		150	0%
Miscellaneous Revenues	3,000	-	2		2,998	0%
Interest Income	45,000	-	24,331		20,669	54%
State Grant Revenues	-	-	68,570		(68,570)	100%
Insurance Proceeds	<u>23,968</u>	<u>-</u>	<u>18,967</u>		<u>5,001</u>	<u>79%</u>
Total Revenues	8,498,118	745,415	4,271,267	-	4,226,851	50%
Expenditures						
Personnel Costs	3,450,097	231,433	1,494,960	-	1,955,137	43%
Other Operating Costs	<u>4,180,498</u>	<u>151,017</u>	<u>2,247,897</u>	<u>76,277</u>	<u>1,856,324</u>	<u>54%</u>
Total Operating Costs	7,630,595	382,449	3,742,857	76,277	3,811,461	49%
Capital Outlay	<u>1,043,862</u>	<u>26,335</u>	<u>33,631</u>	<u>1,242,752</u>	<u>(232,520)</u>	<u>3%</u>
Total Expenditures	8,674,457	408,784	3,776,487	1,319,029	3,578,941	44%
Net Revenue/(Expense)	(176,339)		<u><u>494,780</u></u>			

*All figures are unaudited

Notes:

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



City of Conway
Sanitation Fund
2012

Fund Balance Appropriations

<u>Ordinance</u>	<u>Description</u>	<u>Amount</u>
O-12-60	Employee appreciation bonus	91,503

Fund Balance Adjustments - Budget Carryovers from 2011

1. Machinery & Equipment	77,836
2. Construction in Progress	7,000
	<u>84,836</u>

City of Conway
 Balance Sheet - Sanitation
 For the month ended June 30, 2012



Cash - Operating	2,107,096
Petty Cash	200
Post Closure Cash Account	3,553,825
Accounts Receivable	644,265
Due from Other Funds	65,165
General Inventory	2,122
Land & Buildings	4,394,619
Accum. Depr. - Buildings	(1,412,500)
Infrastructure	691,618
Accum. Depr. - Infrastructure	(307,051)
Machinery and Equipment	9,815,323
Accum. Depr. - M&E	(3,087,520)
Construction in Progress	689,767
<i>Assets</i>	<u>17,156,929</u>
Trade Accounts Payable	35,411
Salaries Payable	331,643
Group Insurance Payable	17,012
Other Accrued Expenses	855,700
Due to Other Funds	190
Accrued Interest Payable	32,255
2010 Recycling Note - US Bank	1,198,170
Landfill Close/Post Close	4,386,590
<i>Liabilities</i>	<u>6,856,972</u>
<i>Net Assets</i>	<u>10,299,957</u>
<i>Total Liabilities and Net Assets</i>	<u>17,156,929</u>

*All figures are unaudited