

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, September 11th, 2012 @ 6:30pm

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

5:30pm - Committee Meeting:

No Committee Meeting

Call to Order: Mayor Tab Townsell
Roll Call: Michael O. Garrett, City Clerk/Treasurer
Minutes: August 28th, 2012 City Council Meeting
Announcements/Proclamations/Recognitions:

1. Report of Standing Committees:

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

1. Resolution requesting the Faulkner County Tax Collector place a certified lien against property located at 14 Morningside Drive for incurred expenses by the City of Conway.
2. Resolution ordering the condemnation and cleanup of property located at 445 Louise Lane.
3. Consideration to approve various traffic calming (speed humps) throughout the City of Conway.
4. Ordinance accepting the annexation of land located west of the termination of Collins Drive with a zoning of R-1.

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

1. Ordinance appropriating revenue funds & waiving bids for the repair of a Dozer for the Conway Sanitation Department.
2. Ordinance waiving bids for the purchase of a D6NXLA Dozer for the Conway Sanitation Department.
3. Consideration to approve the proposal from Rik Sowell Architects for the architectural services for a prototype restroom facility for the Conway Parks Department.
4. Ordinance appropriating funds for architectural services for a prototype free standing bathroom facility to be constructed in multiple locations within the Conway City Parks.

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

1. Ordinance amending the Lock Box Ordinance (O-04-24) with regards to elevator/lobby key box procedures for the Conway Fire Department.

2. Ordinance appropriating and accepting reimbursements and grant funds from various entities for the Conway Police Department.
3. Consideration to enter into an agreement with the Conway School District for School Resource Officers.
4. Consideration for additional temporary sworn positions within the Conway Police Department.

Old Business

New Business

1. Consideration to execute an agreement to participate in a settlement with JP Morgan Chase & Co.

Adjournment



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 **14 Morningside 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 amount **\$199.60** (\$154.19 + Penalty-\$15.41 + 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 **September 11th, 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 11th day of September, 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: September 4, 2012

Re: 14 Morningside Drive

- May 23rd, 2012– Warning Violation written regarding grass in the front & back yard by Bill Haynes
- Property Owner is listed as Katherine Fowler.
- Property was rechecked on 6/1/2012 with no progress made.
- I (Barbara) had spoke with Katherine on 6/4/2012 giving her extra time.
- Property was rechecked on 6/19/2012 no progress. I called her again and she said she would take care of it that day. Rechecked on 6/20/2012 with nothing done.
- Certified and regular letters were mailed 6/21/2012 to address on file and both letters came back on July 27th.
- Property was rechecked on 7/31/2012 with no action taken and I called her again stating that I would give her over the weekend and if it wasn't done then a crew would be out there to mow Monday.
- Final Cleanup finished on 8/9/2012.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

If you have any questions please advise.

INVOICE

City of Conway
Code Enforcement

DATE: SEPTEMBER 6, 2012

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

TO Kathleen Fowler
14 Morningside Drive
Conway, AR 72034

Description: Mowing/Clean up/Admin Fees
associated with the nuisance abatement at
14 Morningside Drive

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Bill Haynes	710-06534-000	Due upon receipt	September 9 th , 2012

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Mowing	17.99	17.99
1	Mowing	13.75	13.75
1	Mowing	10.02	10.02
1	Mowing	10.02	10.02
1	Maintenance Fee	15.00	15.00
1	Maintenance Fee	15.00	15.00
1	Administrative Fee (Barbara McElroy)	24.15	24.15
1	Administrative fee (Bill Haynes)	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 9/9/2012			\$154.19
TOTAL AFTER 9/9/2012			\$199.60

- Total amount due after 9/9/2012 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: 05-23-12

Violator Name: Kathleen Fowler

Address of Violation: 14 Morningside

Violation Type: Grass

Warning #: CE5429

Description of Violation and Actions Taken: I issued a warning citation for tall grass at 14 Morningside for Kathleen Fowler on 05-23-12. Rechecks were conducted on 06-01-12 and 06-12-12 with no change in condition. On 06-12-12, Fowler advised Barbara that she needed 7 more days to complete corrections. A recheck was conducted on 06-20-12 again with no change in condition. Barbara contacted her again and Fowler advised she would take care of it that day. No change was seen in the condition and letters were mailed on 06-21-12. The letters came back unclaimed despite Fowler still residing at that residence. A final recheck was conducted on 07-31-12 with no change in condition. Mowing was conducted by the city on 08-09-12. Pictures were taken both before and after the work was conducted.

Code Enforcement Officer: Bill Haynes

Officer Signature: _____



Date: 09-05-12

Time: 1310 hrs



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

**A RESOLUTION ORDERING THE CONDEMNATION AND CLEANUP OF PROPERTY LOCATED
 AT 445 LOUISE LANE AND DECLARING THE INTENT OF THE CITY TO BRING THE PROPERTY
 UP TO CITY CODE IF THE OWNER DOES NOT**

WHEREAS, there is a structure located at 445 Louise Lane which because of its dilapidated, unsightly, unsafe and unsanitary condition, has become detrimental to the public health, safety and welfare of the citizens of Conway, Arkansas; and

WHEREAS, Conway's Municipal Code and Arkansas Code Annotated § 14-56-203 authorizes this City Council to, by Resolution order, the clean up of said property by the owner within thirty (30) days after proper service.

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

SECTION 1: That the structure at 445 Louise Lane in Conway, Arkansas, because of its dilapidated, unsightly, unsafe and unsanitary condition has become detrimental to the public health, safety and welfare of the citizens of Conway, Arkansas, and it is hereby ordered that said structure be brought up to city code by the owner therefore.

SECTION 2: That a notice of the time and place of this meeting was mailed to the owner of said property by certified mail, return receipt requested, advising the owner that the City Council would take action on this matter.

SECTION 3: That a copy of this Resolution be forwarded to the owner of said property by certified mail, return receipt requested, directing that said owner has thirty (30) days in which to bring the property up to city code, then the Mayor of the City of Conway, Arkansas is directed to proceed at once to clean up the property and prepare an itemized statement of cost of bringing the property up to code said structure with a request for payment.

SECTION 4: If payment is not made within ten (10) days after receipt of said itemized statement, the Mayor is directed to sell, at public or private sale, any debris or material obtained from the clean up of property and pay to the owner any balance after the City has been reimbursed. If the proceeds from said sale are not sufficient to cover the cost, then the City shall proceed to file a lien on the personal and/or real estate property in order to recover the money so owed.

PASSED this 11th day of September, 2012

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

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



J. Lynn Hicks
CBO- Chief Building Official
Assistant Director of Permits,
Inspections & Code Enforcement
Phone: 501-450-6107
Fax: 501-450-6144

MEMO:

To: Mayor Tab Townsell
CC: City Council Members

From: Lynn Hicks
Date: September 4th, 2012

Re: 445 Louise Lane

- June 13th, 2012 –Violation was written regarding a dilapidated structure by Grant Tomlin.
- Property Owner is listed as Ephrain & Gina Valdez.
- Letters were sent to the homeowners on 6/14/2012.
- Mr. Valdez had contacted Code Enforcement stating that they had been out of home since last summer being that the bank foreclosed on house.
- The Bank was contacted by phone on 6/25/2012 and the Bank was letting the property maintenance department know that it needed to be repaired or demolished.
- Neighbor called with concern of the gable leaning out at end of house and that it could be fall at any time. The fire department went and put Fire Line tape around it for caution.
- Property was rechecked on 7/25/2012 with no change.
- I made contact with Bank again giving them till 8/6/2012 to repair the damage or demolish the house.
- Property was rechecked on 8/6/2012 with no progress.
- Certified letter and regular letter was mailed 8/6/2012 giving them 10 days to remove gable and 30 days to demolish the house and was given the time and place of the City Council Meeting.

If you have any questions please advise.

Conway Code Enforcement

City of Conway
Code Enforcement
Conway, AR 72032
501.450.6191

Parcel ID: 711-12151-026
Street Number: 445
Street Name: LOUISE
Street Suffix:
Occupant First Name: Ephrain & Gina
Occupant Last Name: Valdez

Complaint Number: CE125594

Citibank
Code Violation Department
1000 Technology Drive
O'Fallon, MO 63368-2240

To Whom It May Concern:

I am writing to you in reference to the condition of your property in the City of Conway, Arkansas located at: 445 LOUISE
There have been numerous complaints in reference to the property. A code violation was found with the state of the property as follows:

Violation: Dilapidated Structures

Ordinance Number: O-09-55

Conway City Ordinance 0-09-55 makes it unlawful for any structure that is dilapidated, unsightly, unsafe, unsanitary, obnoxious, or detrimental to the public health, safety, or welfare to remain standing without repair. If you do not either repair or demolish this structure yourself, the Conway City Council will, by resolution, order the removal of this structure after serving notice upon you in the manner provided in this ordinance.

The City of Conway Fire Department has tied off the house with caution tape. The structure is unsafe as the two end gables are leaning out toward the neighboring houses. The gable on both sides of house must come off within 10 days of this notice. The remaining structure must come down within 30 days or it will be brought to the City Council on September 11th at 6:30 pm at 810 Parkway Street Conway Arkansas for condemnation of the entire structure.

Ordinance authorizes the city to abate nuisances and to place liens on property found to be non-compliant. Upon receipt of written notice the owner can be fined up to \$50.00 per day and a citation issued for failure to comply. The cost of clean up and debris removal will be billed to the property owner. If the owner refuses to pay the bill then a lien will be filed at the county tax collector/ Real Estate for all associated costs for the property maintenance.

CORRECTIVE ACTION: All notices of violation, with the exception of Dilapidated Structures, allow for seven (7) days for the property to be brought up to city code.

NOTE: THIS WILL BE THE ONLY CERTIFIED NOTIFICATION THAT YOU WILL RECIEVE THIS SEASON REGARDING THIS PROPERTY.

I appreciate your immediate compliance in this matter. If you have any questions, please don't hesitate to call me at 501-450-6191.

Sincerely,

Barbara McElroy
Code Enforcement Department
501-450-6191

**Conway Code Enforcement
Incident Report**

Date of Violation: June 13, 2012

Violator Name: Ephrain and Gina Valdez, City Mortgage

Address of Violation: 445 Louise Lane

Violation Type: Dilapidated Structure, Tall Grass

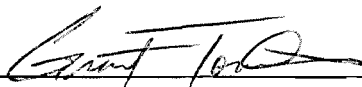
Warning #: CE5594

Description of Violation and Actions Taken:

On 6-13-12, I received a complaint regarding a burned house located at 445 Louise Lane. Upon arrival at this address, I found that the structure located at this address was heavily damaged by fire. The house appeared to have been totally gutted by fire and large portions of the roof were completely destroyed by the fire. A warning was issued to the listed property owner in Arkansas County Data. The warning was sent through both certified and regular mail to the owners, Ephrain and Gina Valdez. After the Valdez's received the letters, they contacted the Code Enforcement office and stated that they were no longer the owners of the property. They stated that the property was in foreclosure by City Mortgage and that City Mortgage had told them that they were not allowed back on the property. At this time, the City Mortgage Company was contacted about the above property. The property was rechecked on 7-26-12. At this time, the windows and doors were boarded up and there was fire line tape around the property. Pictures were taken at this time. On 8-15-12, I was notified that a gable of the burned house was leaning and possibly in danger of falling on neighboring property. I went to check the property and found that the gable on the South end of the house was leaning outward. Pictures were taken and I notified Barbara McElroy (Code Enforcement Assistant) and Lynn Hicks (Code Enforcement Supervisor) of the situation. I told both that the gable was in danger of falling onto neighboring property and that if a strong storm or wind came through that it could cause it to fall. Lynn Hicks began contacting individuals/businesses at this time to see if they would be willing to knock in the gables to prevent them from falling. The gable on the North end was also leaning, but not as severely as the South end. On 8-20-12, I was notified that A & B Dirt Moving would knock down the gables of the house with a track hoe. I met with individuals from A & B on 8-20-12 at the house. They brought a track hoe and knocked down both the North and South gables. The gables were pushed back into the house in order to keep debris from falling onto neighboring property. Pictures were taken before, during and after this was done. No other progress has been made on the structure by City Mortgage. The property is now also in violation of the tall grass ordinance. This violation is shown in pictures taken of the property. The gables were knocked in under the emergency repair section of the Conway Nuisance Abatement Code due to the danger it presented to neighboring properties. Pictures are on file for review and a copy of the fire report from CFD was obtained.

Code Enforcement Officer: Grant Tomlin # 407

Officer Signature: _____



9-4-12



MEMO

CITY OF CONWAY

MAYOR'S OFFICE

To: Mayor Tab Townsell
 City Council Members

From: Felicia Rogers

Date: September 6th, 2012

Subject: Traffic Calming (Speed Humps)

The City of Conway is requesting permission to place traffic calming (speed humps) devices for various locations throughout the City of Conway. They are as follows:

- Centennial Valley (1) Centennial Club Drive, (2) on Bay Hill Dr.
- Catherine Place (1) TJ Drive between 2685 TJ and Grummer
- Gardenia Drive (1) between MK Circle & Chinook Drive
- Gulfshore Drive (1) Midway along this street
- Sunderlin Park (1) for Sunderlin Park Dr. and (1) for Tree House Dr.
- Fieldstone (1) On the long section of Fieldstone
- Smoking Oaks & Tucker Creek (2) Morningside Drive, (2) Tucker Creek Dr, & (1) on Smoking Oaks
- Pippinpost Subdivision POA voted and they decided not to place traffic calming at this time.

If you have any additional questions; please reference the original memo attachment from Mr. Ronnie Hall.

Thank you,

Felicia Rogers
 Executive Assistant to the Mayor
felicia.rogers@cityofconway.org





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

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

June 20, 2012

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

Re: Traffic Calming issues for 2012

Dear Mayor Townsell;

The attached sketches present the proposed speed humps placed in the various areas of concern as recommended by the City's traffic calming committee. These traffic calming measures are submitted for review and comments by city council.

The proposed speed humps are being placed in response to the following requests:

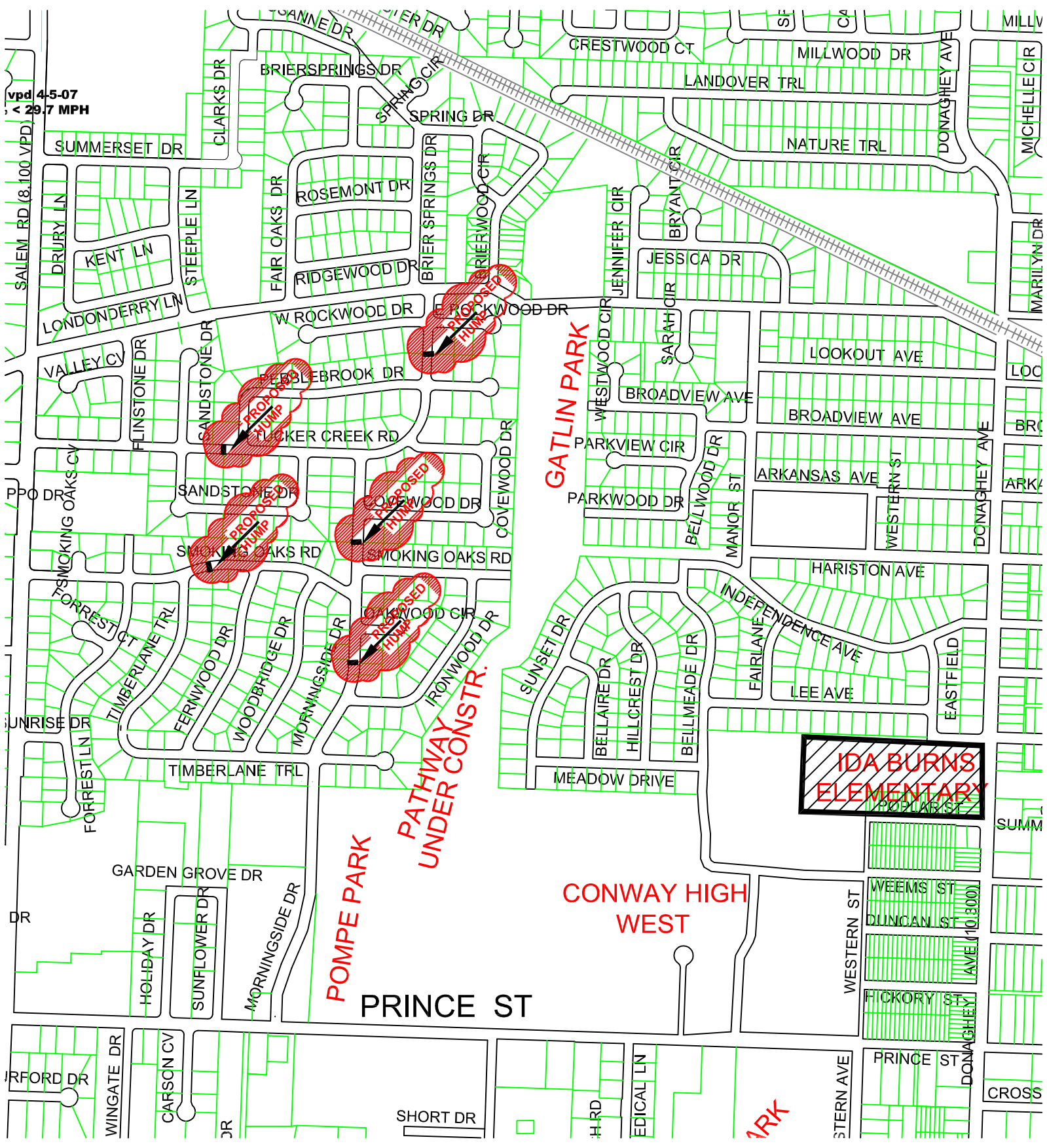
1. Centennial Valley – Requested 14 additional speed humps on Bay Hill Dr., Centennial Club Dr., Bay Town Dr. and Burnt Pine Dr. A total of five speed humps are proposed to address this request.
2. Catherine Place – Requested a speed hump on TJ Drive between 2685 TJ and Grummer. This request was approved as submitted.
3. Gardenia Drive – Requested speed hump between MK Circle and Chinook Drive. Speed hump proposed as requested.
4. Sunderlin Park - Requested speed humps on Sunderlin Park Dr. and Tree House Dr. One speed hump is proposed on each of these streets.
5. Pippinpost - Speed humps were requested in the curves. Three speed humps on the straight sections of street are proposed.
6. Fieldstone – Five Speed humps were requested. One Speed hump on the long section of Fieldstone is proposed.
7. Applewood Cove – One speed hump was requested on Applewood Cove. The one existing speed hump near the midpoint of the 1,100 foot long dead end street was determined to be sufficient.
8. Smoking Oaks & Tucker Creek – Speed humps proposed on Morningside (2), Tucker Creek Drive (2) and Smoking Oaks Road (1) to address speeding in that area.

The sponsors of the above request for 1 thru 7 offered to pay for the speed humps if they do not qualify for city funding. The speed humps for 1 thru 7 likely would not meet the criteria for city funding. The speed humps on Morningside, Tucker Creek and Smoking Oaks would likely qualify for city funding because of the significant volume of traffic on these streets if counted on a day with school traffic.

We propose to field mark the proposed speed humps on the streets and monitor comments received for a three week period.

The approved speed humps will be scheduled with a paving contractor installed upon receipt of the private funding required. The installation will depend on the work load of the contractor, but should be installed before the end of September.

4-5-07
29.7 MPH



PROPOSED

PROPOSED

PROPOSED

PROPOSED

PROPOSED

GATLIN PARK

POMPE PARK

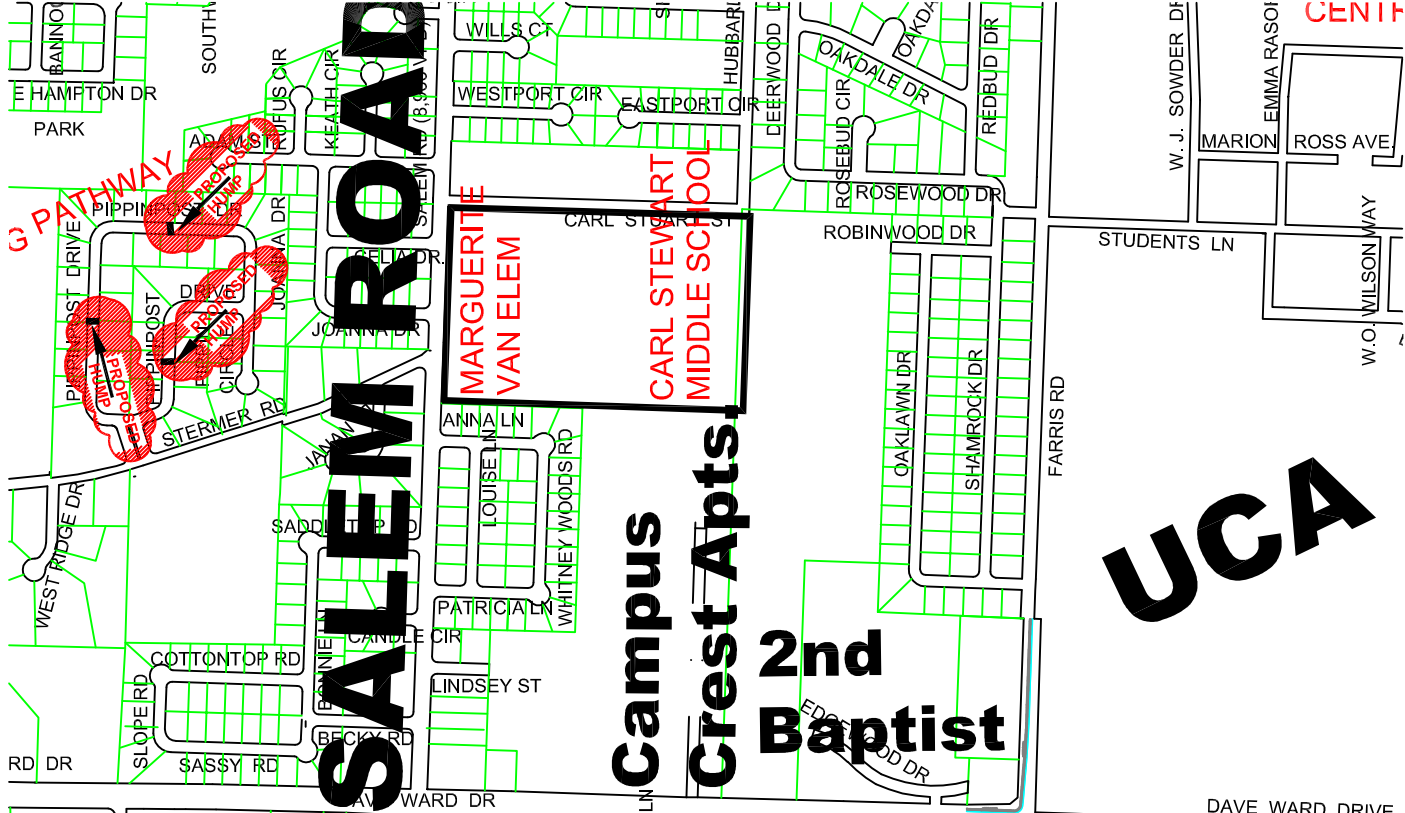
PATHWAY UNDER CONSTR.

CONWAY HIGH WEST

IDA BURNS
ELEMENTARY

TRK

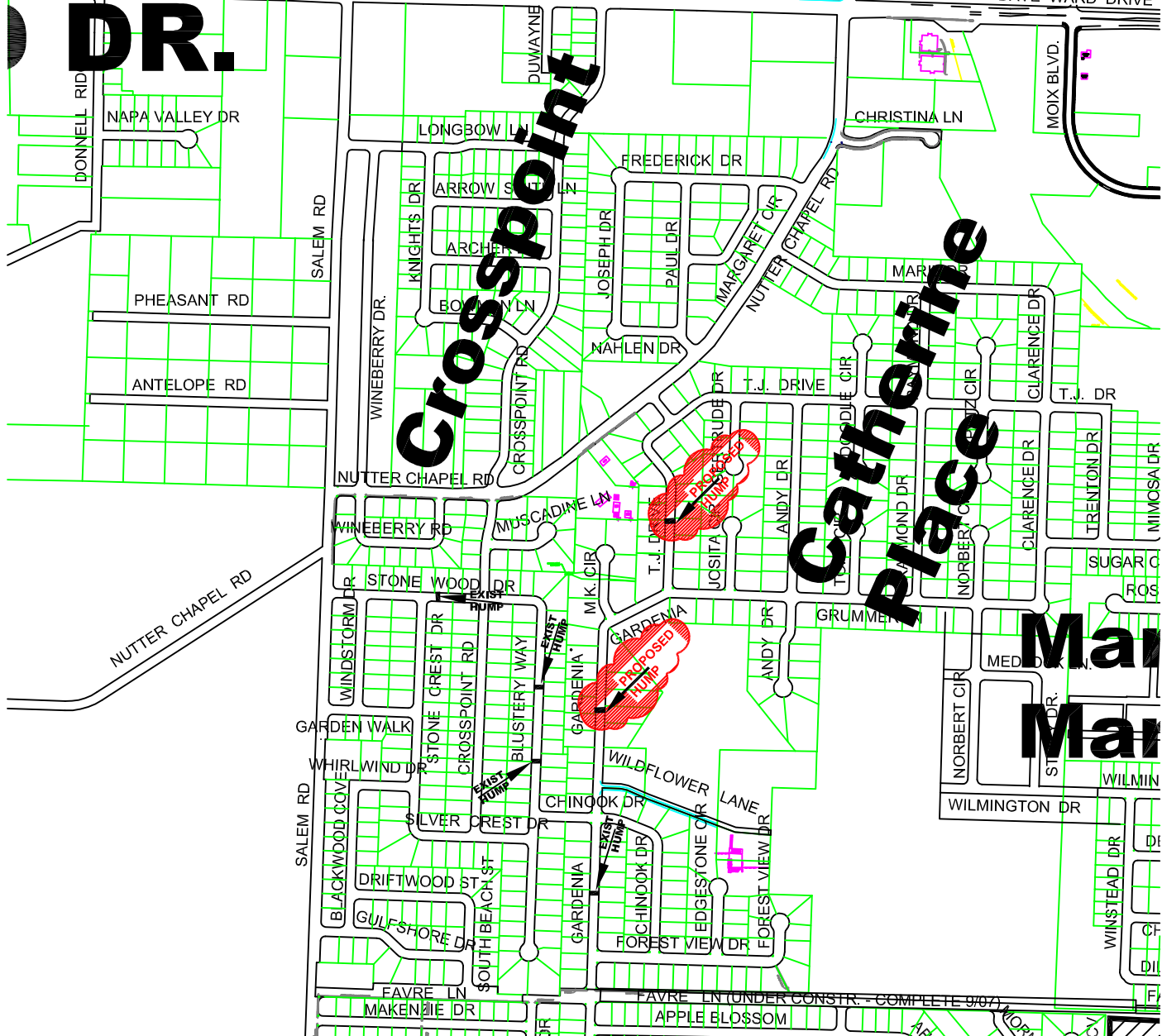
4-5-07
29.7 MPH



SALEM ROAD

Campus Crest Apts
2nd Baptist

UCA



Crosspoint

Catherine Place

Ma
Ma



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

AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN LANDS LOCATED WEST OF THE TERMINATION OF COLLINS DRIVE TO THE CITY OF CONWAY, ARKANSAS WITH A ZONING OF R-1; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:

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

Section 1: That the City of Conway, Arkansas, hereby accepts the hereinafter described territory, annexed to said City by order of the County Court of Faulkner County, Arkansas, heretofore entered on **August 21, 2012** and said territory being situated in Faulkner County, Arkansas, shall be a part of the City of Conway and shall be zoned **R-1** and described as follows:

TRACT 1 LEGAL DESCRIPTION: A TRACT OF LAND LOCATED IN PART OF THE E½ SW¼ AND PART OF THE SE¼ SECTION 34, TOWNSHIP 5 NORTH, RANGE 14 WEST, FAULKNER COUNTY, ARKANSAS, BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NW¼ SE¼ THENCE ALONG THE NORTH LINE OF SAID SE¼ N88°39'01"W, 562.65 FEET; THENCE LEAVING SAID NORTH LINE S01°20'59"W, 757.72 FEET TO THE POINT OF BEGINNING; THENCE S04°02'17"W, 1018.09 FEET; THENCE S12°15'58"W, 25.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 221.31 FEET, A CHORD BEARING AND DISTANCE OF S19°49'01"E, 80.07 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 31.00 FEET, A CHORD BEARING AND DISTANCE OF N70°32'52"E, 29.05 FEET; THENCE S15°07'01"W, 364.95 FEET; THENCE S85°09'06"W, 1205.70 FEET; THENCE N02°05'06"E, 1106.26 FEET; THENCE N70°26'25"E, 1357.09 FEET TO THE POINT OF BEGINNING, CONTAINING 36.26 ACRES MORE OR LESS.

and that above said – described lands and territory be, and the same hereby are, declared to be a part of the City of Conway, Faulkner County, Arkansas.

Section 2: From and after this date, the inhabitants residing within and upon the hereinabove described lands and territory shall have and enjoy all the rights and privileges of, and be subject to all the laws, rules, ordinances, limitations and regulations imposed upon the inhabitants within the original limits of said City of Conway, Arkansas, and for voting purposes, said lands are hereby assigned to and designated as a part of **Ward 4** of the City of Conway, Arkansas.

Section 3: It is hereby ascertained and declared that it is necessary for the protection and preservation of the public health and safety that the foregoing ordinance shall take effect and be in force from and after its passage and publication.

Passed this 11th day of September, 2012

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

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

August 21, 2012

Council Members
Conway, AR 72032

Dear Council Members:

A request for annexation with a designation of R-1 zoning for property located west of the termination of Collins Drive with the legal description

TRACT 1 LEGAL DESCRIPTION: A TRACT OF LAND LOCATED IN PART OF THE E $\frac{1}{2}$ SW $\frac{1}{4}$ AND PART OF THE SE $\frac{1}{4}$ SECTION 34, TOWNSHIP 5 NORTH, RANGE 14 WEST, FAULKNER COUNTY, ARKANSAS, BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$ THENCE ALONG THE NORTH LINE OF SAID SE $\frac{1}{4}$ N88°39'01"W, 562.65 FEET; THENCE LEAVING SAID NORTH LINE S01°20'59"W, 757.72 FEET TO THE POINT OF BEGINNING; THENCE S04°02'17"W, 1018.09 FEET; THENCE S12°15'58"W, 25.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 221.31 FEET, A CHORD BEARING AND DISTANCE OF S19°49'01"E, 80.07 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 31.00 FEET, A CHORD BEARING AND DISTANCE OF N70°32'52"E, 29.05 FEET; THENCE S15°07'01"W, 364.95 FEET; THENCE S85°09'06"W, 1205.70 FEET; THENCE N02°05'06"E, 1106.26 FEET; THENCE N70°26'25"E, 1357.09 FEET TO THE POINT OF BEGINNING, CONTAINING 36.26 ACRES MORE OR LESS.

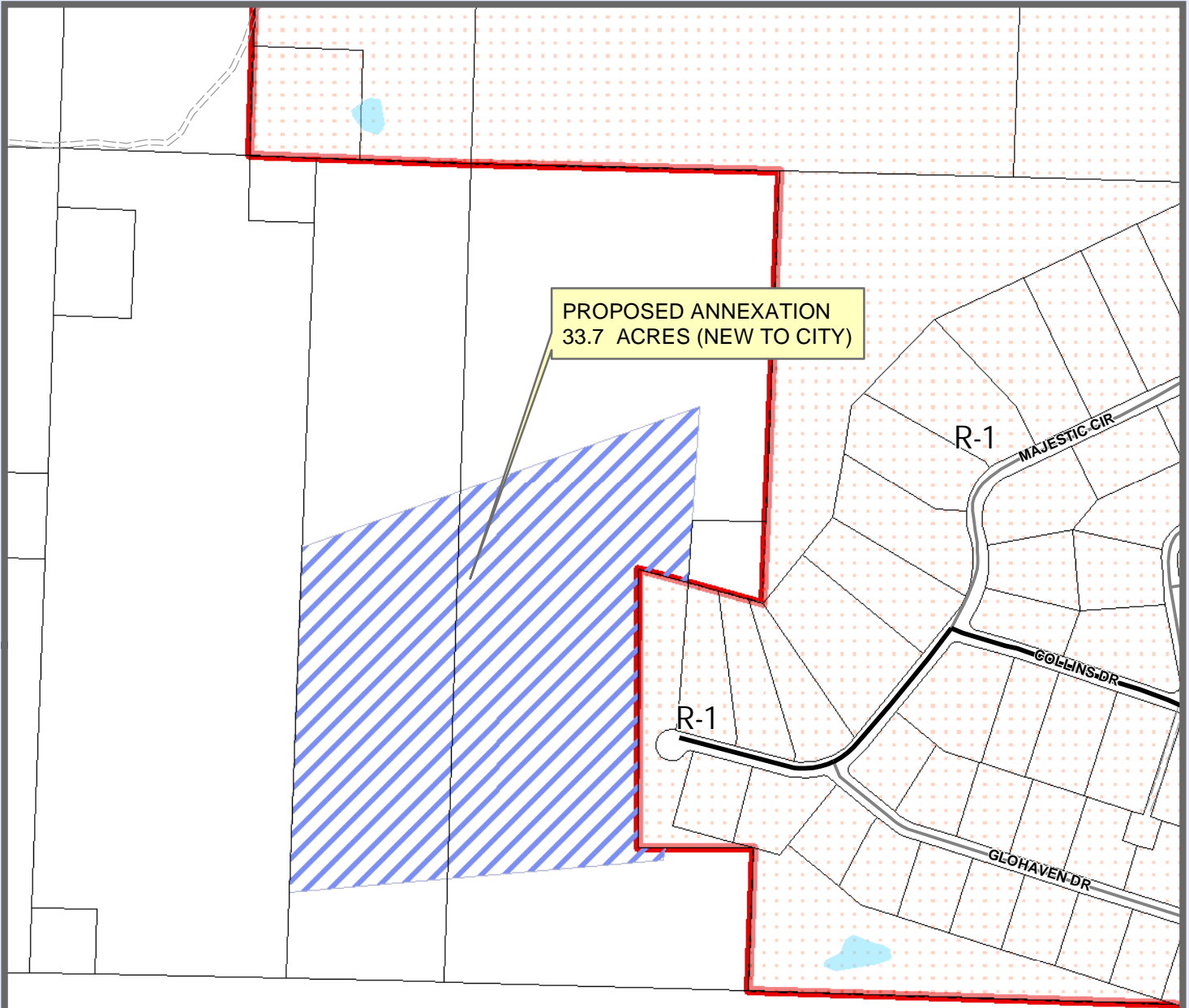
was reviewed by the Planning Commission at its regular meeting on August 20, 2012. The Planning Commission voted unanimously that the request for annexation with an R-1 zoning designation be sent to the City Council with a recommendation for approval.

Submitted by,

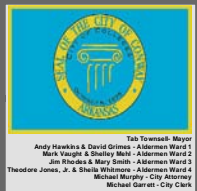
Craig Cloud, Chairman
Planning Commission

CITY OF CONWAY

FRED LANGFORD ANNEXATION -- ZONE R-1

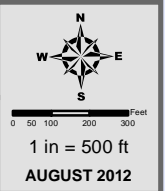


DESCRIPTION
FRED LANGFORD ANNEXATION
EXTENSION OF COLLINS DR
33.7 ACRES



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	

0	50	100	200	300
Feet				
1 in = 500 ft				
AUGUST 2012				



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

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

**PRESTON SCROGGIN
FAULKNER COUNTY JUDGE**

(501) 450-4900
Conway, Arkansas 72034

FILED

2012 AUG 21 A 10:07

TELINDA REYNOLDS
COUNTY CLERK
DC

IN THE COUNTY COURT OF FAULKNER COUNTY, ARKANSAS

**IN THE MATTER OF THE
FRED LANGFORD PETITION
FOR ANNEXATION**

NO. 12-59

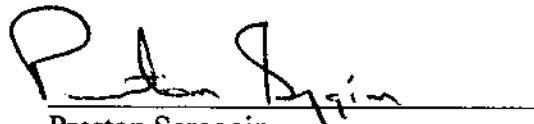
COURT ORDER NO. 12-59

Comes now before the Court the above-styled case and after having been presented all the facts and circumstances and having considered the relevant laws, this Court finds and orders the following:

1. A petition for annexation was filed on or about July 23, 2012.
2. All appropriate signatures were affixed to the Petition.
3. The petition and associated information was advertised in the newspaper of general circulation one time per week for three consecutive weeks.
4. The proposed site to be annexed was adequately described in the Petition and further displayed a map of the proposed site to be annexed.
5. As a result of the proposed site's potential use for a subdivision and/or a municipal service area and no opposition, the Petitioner's prayer is right and proper.

WHEREFORE, this Court finds that the Petition proposing the subject property's annexation into the County of Faulkner should be and hereby is GRANTED.

IT IS SO ORDERED


Preston Scroggin
Faulkner County Judge

8-21-12
Date

Fred Langford

FILED

NO. 01- 12-59

2012 JUL 23 A.M. 19

LINDA REYNOLDS
COUNTY CLERK
DC

Petition For Annexation

~~Fred Langford~~ for its petition for the annexation of certain lands unto the City of Conway, Arkansas, states:

1. Petitioner is the owner of the following described lands in Faulkner County, Arkansas:

TRACT-1 LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN PART OF THE E1/2 SW1/4 AND PART OF THE SE1/4 SECTION 34, TOWNSHIP 5 NORTH, RANGE 14 WEST, FAULKNER COUNTY, ARKANSAS, BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NW1/4 SE1/4 THENCE ALONG THE NORTH LINE OF SAID SE1/4 N88°39'01"W, 562.65 FEET; THENCE LEAVING SAID NORTH LINE S01°20'59"W, 757.72 FEET TO THE POINT OF BEGINNING; THENCE S04°02'17"W, 1018.09 FEET; THENCE S12°15'58"W, 25.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 221.31 FEET, A CHORD BEARING AND DISTANCE OF S19°49'01"E, 80.07 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 31.00 FEET, A CHORD BEARING AND DISTANCE OF N70°32'52"E, 29.05 FEET; THENCE S15°07'01"W, 364.95 FEET; THENCE S85°09'06"W, 1205.70 FEET; THENCE N02°05'06"E, 1106.26 FEET; THENCE N70°26'25"E, 1357.09 FEET TO THE POINT OF BEGINNING, CONTAINING 36.26 ACRES MORE OR LESS.

2. Said lands are contiguous to and adjoin lands which are included within the city limits of the City of Conway, Arkansas; said lands are adaptable for residential purposes; an accurate map of said lands is attached to this petition; the limits of the territory to be annexed have been accurately described herein; all other requirements of the law for the annexation of said lands into the City of Conway, Arkansas, have been met; and said lands should be annexed unto the City of Conway, Arkansas, and become a part thereof.

WHEREFORE, Petitioner prays that this Court enter its order abandoning unto the City of Conway, Arkansas, for annexation, the aforesaid lands.

Fred Langford
PO Box 337
Conway, AR 72033

BY:

Notice of Public Hearing -
Required by
Faulkner County

All owners of real property within the following described territory in Faulkner County, Arkansas are hereby notified that a petition has been filed with the County Judge of Faulkner County, Arkansas purporting to be signed by Fred Langford.

As owner(s) of real estate within said territory, which petition states that the territory is contiguous to the City of Conway and prays that the territory be annexed to the City of Conway:

FROM WEST END OF COLLINS DRIVE PROPERTY EXTENDS APPROXIMATELY 370 FEET SOUTH, 1200 FEET WEST, 1,000 FEET TO THE NORTH. TRACT 1 LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN PART OF THE E1/2 SW1/4 AND PART OF THE SE1/4 SECTION 34, TOWNSHIP 5 NORTH, RANGE 14 WEST, FAULKNER COUNTY, ARKANSAS, BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NW1/4 SE1/4 THENCE ALONG THE NORTH LINE OF SAID SE1/4 N88°39'01"W, 562.65 FEET; THENCE LEAVING SAID NORTH LINE S01°20'59"W, 757.72 FEET TO THE POINT OF BEGINNING; THENCE S04°02'17"W, 1018.09 FEET; THENCE S12°15'58"W, 25.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 221.31 FEET, A CHORD BEARING AND DISTANCE OF S19°49'01"E, 80.07 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 31.00 FEET, A CHORD BEARING AND DISTANCE OF N70°32'52"E, 29.05 FEET; THENCE S15°07'01"W, 364.95 FEET; THENCE S85°09'06"W, 1205.70 FEET; THENCE N02°05'06"E, 1106.26 FEET; THENCE N70°26'25"E, 1357.09 FEET TO THE POINT OF BEGINNING, CONTAINING 36.26 ACRES MORE OR LESS.

All owners of real property within said territory are advised that a hearing will be held on said petition by the County Judge at the hour of 10:00 a.m. on the 21st day of August, and that at said meeting, said County Judge will determine whether those signing the same constitute a majority of the real estate owners within said territory and, at said meeting, all owners of real property within said territory who desire will be heard upon the questions.

Melinda Reynolds
Faulkner County Clerk

PROOF OF PUBLICATION

STATE OF ARKANSAS }
County of Faulkner } ss

I, Rick Fahr do hereby certify that I am the publisher of the Log Cabin Democrat, a daily newspaper published in the City of Conway, Arkansas, and having a bonafide circulation in Faulkner County, Arkansas, that said newspaper has been published at regular intervals continuously during a period of at least twelve (12) months

prior to the date of publication of the annexed

Notice

and is in all respects eligible and qualified to publish legal notices under the provisions of Act 152 of the 1937 Acts of the General Assembly of the State of Arkansas as amended by Act 263 of the 1937 Acts of the General Assembly of the State of Arkansas.

I further certify that said legal advertisement, a copy of which is hereby attached, was published in said newspaper for 3 insertions on the following days, to-wit:

July 25, 2012 20
August 1, 2012 20
August 8, 2012 20

Notary Public - Arkansas
Faulkner County
#123456789
Commission Expires 08-31-2020

Subscribed by Jackie L. Clark, day of August, 2012

[Signature]
Affiant

[Signature]
Notary Public

My commission expires 4-1-20

Fred Langford

~~NO. 71-~~ 12-59

FILED

2017 JUL 23 A 10:19

MELINDA REYNOLDS
COUNTY CLERK
DC

Petition For Annexation

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WHEREFORE, Petitioner prays that this Court enter its order abandoning unto the City of Conway, Arkansas, for annexation, the aforesaid lands.

Fred Langford
PO Box 337
Conway, AR 72033

BY: _____



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

AN ORDINANCE APPROPRIATING REVENUE FUNDS TO THE CONWAY SANITATION DEPARTMENT, WAIVING BIDS FOR REPAIR OF A D6RDSXLA DOZER; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:

WHEREAS, the Conway Sanitation Department requests revenue appropriation of \$30,929 to be used for said purpose; and has located a local vendor for the repairs:

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

SECTION 1. The City of Conway shall waive the requirements for obtaining competitive bids for the repair of the D6RDSXLA Dozer and utilize J.A. Riggs for repairs, labor and warranty:

SECTION 2. The City of Conway shall appropriate \$30,929 from the Sanitation Enterprise Fund Balance Appropriation Account 510.510.4900 into the Sanitation Enterprise Equipment Repairs Operating Account (510.510.5440).

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

PASSED this 11th day of September, 2012.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



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

**AN ORDINANCE WAIVING BIDS FOR A D6NXLA DOZER FOR THE SANITATION DEPARTMENT;
 DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:**

WHEREAS, the Conway Sanitation Department requests Council approval for bids to be waived on the purchase of a D6NXLA Dozer and utilize J.A. Riggs Rental Services; and

WHEREAS, the City of Conway has previously budgeted for such purchases in the Sanitation Department 2012 Sales and Use Tax Bond Fund 615; and

WHEREAS, the City of Conway has been renting this Dozer from J.A. Riggs Rental Services and said vendor will apply 80% of the rental payments toward the purchase equipment, requiring an additional \$100,000 to be funded by the 2012 Sales and Use Tax Bond.

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

SECTION 1. The City of Conway shall waive the requirements for obtaining competitive bids for the D6NXLA Dozer and utilize J.A. Riggs Rental Services for this purchase.

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

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

PASSED this 11th day of September, 2012.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



Parks and Recreation

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

August 27, 2012

Mayor Tab Townsell and Conway City Council
1201 Oak Street
Conway AR 72032

Re: Consideration to approve the proposal from Rik Sowell Architects, Inc. for the architectural services for a prototype comfort station for the City of Conway park system

Mayor:

The Conway Parks Department would like to get approval from the city council for architectural services of a prototypical free-standing toilet facility to be constructed in multiple locations in our city parks.

This facility will contain men's and women's restrooms with two stalls in each plus a separate family restroom. The facility will be designed to allow expansion as required for additional functions such as concession sales, bicycle rentals or other uses as determined by the parks department.

Compensation for services as described above shall be based on a fixed fee of nine thousand dollars (\$9,000). We are requesting that this project be funded by the Parks and Recreation A&P Account (252-000-4900).

If you have any questions on any of the items please feel free to contact me.

Sincerely,

Steve Ibbotson
Parks Director

SDI: rfc



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

AN ORDINANCE APPROPRIATING FUNDS FOR ARCHITECTURAL SERVICES FOR A PROTOTYPICAL FREE-STANDING TOILET FACILITY TO BE CONSTRUCTED IN MULTIPLE LOCATIONS IN CONWAY CITY PARKS ; AND FOR OTHER PURPOSES

WHEREAS, The Conway Parks Department has entered into an agreement for architectural services with Rik Sowell Architects for a prototypical free-standing toilet facility to be constructed in multiple locations in Conway city parks at a cost of \$9,000.

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

Section 1. The City of Conway shall appropriate \$9,000 from Parks and Recreation A&P Fund Balance Appropriation (252.000.4900) to the Conway Parks Department Parks A&P Construction in Progress Account (252.140.5990)

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

PASSED this 11th day of September 2012.

Approved:

Mayor Tab Townsell

Attest:

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



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

AN ORDINANCE AMENDING ORDINANCE O-04-25 SECTION 1. (4) & SECTION 2 (2.60.04) WITHIN THE CONWAY MUNICIPAL CODE BOOK; ESTABLISHING AN ELEVATOR/LOBBY KEY BOX PROCEDURE; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES;

WHEREAS, Conway Fire Department desires to add a section to the Key Lock Box Ordinance with the addition to Elevator / Lobby Key Boxes.

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

Section 1. Ordinance O-04-25 Section 1 (4) and Title 2 Section 2.60.04; Section D (Lock Boxes) of the Conway Municipal Code is hereby amended by the following addition:

- (4) All new commercial/residential buildings that are equipped with an elevator:
1. The Knox Authorization order form can be obtained from Conway Fire Department located at 1401 Caldwell between 8:00am – 4:00pm.
 2. The Elevator/Lobby key box shall be Standard Elevator Box 1400 series.
 3. The Elevator/Lobby key box shall be mounted to the right side of the elevator door at least 5 feet above ground level.
 4. If multiple elevators exist in the building, please contact Fire Marshal's Division at 501-450-6148 for placement. Only 1 per building is required.
 5. Elevator door (drop key) and Fire Department run key must be obtained by owner from the elevator installation company.

The above amendment (Section 1 (4)) & Title 2 Section 2.60.04 of the Conway Municipal Code; (Lock Boxes) shall not apply to any existing structures.

Section 2. Section 2 within Ordinance O-04-25 & Section 2.60.04 (Lock Boxes) Section B within the Conway Municipal Code Book are hereby repealed.

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

Section 4. All ordinances or codes in conflict herewith are repealed to the extent of the conflict.

PASSED this 11th day of September, 2012.

Approved:

Attest:

Mayor Tab Townsell

Michael O. Garrett
City Clerk/Treasurer



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

AN ORDINANCE APPROPRIATING & ACCEPTING REIMBURSEMENTS AND GRANT FUNDS FROM VARIOUS ENTITIES FOR THE CITY OF CONWAY POLICE DEPARTMENT; AND FOR OTHER PURPOSES

WHEREAS, the City of Conway Police Department has received \$1,190.96 in EUDL grant reimbursement funds from the Department of Finance and Administration and \$2,723.04 in Bullet Proof Vest grant reimbursement funds from Department of Justice and \$480 in donation revenues and;

WHEREAS, the Conway Police Department needs these funds to replenish their expenditure accounts;

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

SECTION 1. The City of Conway shall accept reimbursement funds in the amount of \$1,190.96 and appropriate from account 399.121.4750, Federal Grant Police Misc. Revenue to the Conway Police Department's Misc. expense account, 399.121.5799 and;

SECTION 2. The City of Conway shall accept reimbursement funds totaling \$2,723.04 and appropriate from account 399.121.4750, Federal Grant Police Misc. Revenue to the Conway Police Department's accountable equipment account, 399.121.5950 and;

SECTION 3. The City of Conway shall accept reimbursement funds totaling \$480 and appropriate from account 001.119.4705, Donation Revenues to the Conway Police Department's Misc. expense account, 001.121.5799 and;

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

PASSED this 11th day of September, 2012.

Approved:

Attest:

Mayor Tab Townsell

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

AGREEMENT

This Agreement is entered this 11th day of September, 2012, between the City of Conway, Arkansas, and the Conway School District.

WITNESSETH:

WHEREAS, District desires to maintain and improve a School Resource Officers' Program ("Program") to serve the respective needs and to provide for the maximum mutual benefit of the parties hereto; and

WHEREAS, this objective is to be accomplished by the controlled interaction of the City's police officers with students and staff of the District; and

WHEREAS, the district desires to reduce juvenile crime and to promote students' well being.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **SERVICES**

The City shall provide four police officers and one police sergeant on a full-time basis to serve as School Resource Officers for the Conway School District. One officer will be placed at the West Campus, Conway High School; two officers will be placed at the East Campus, Conway High School; and the remaining two officers will be shared by the middle schools and elementary schools. The program may be expanded to add additional officers.

2. **CONSIDERATION**

In consideration for providing the above-described services, the Conway School District shall pay to the City the sum of \$175,000 which represents approximately half of the total costs associated with the officers' salaries, benefits, and the average overtime/comp that they receive as part of their SRO duties. The compensation shall be paid by the Conway School District to the City of Conway in full, between July 1, 2012 and July 30, 2013.

3. **TERMS**

The term of this Agreement shall be for a period commencing July 1, 2012, to and including, June 30, 2013. Absent termination by one of the parties hereto, or amendments mutually agreed upon by the parties, this Agreement shall automatically be renewed for additional terms of one year. This Agreement and all performances and obligations required hereunder may be terminated by the Mayor of the City of Conway or Superintendent of the Conway School District at any time and for any cause provided that the terminating party provides the other party with written notice of termination immediately upon the date of termination.

4. **PERSONNEL**

The School Resource Officers provided by the City shall be considered employees of the City. The School Resource Officers shall perform their services in accordance with Exhibit "A". Notwithstanding anything contained in this Agreement or the attachments to this Agreement, the School Resources Officer shall at all times be subject to the policies and procedures of the Conway Police Department. The City and the District shall be jointly responsible for the selection of an officer from the list of eligible candidates provided by the City. The City shall be responsible for the special training of the officer as required for participation in this program, and the scheduling of such School Resource Officers.

5. **INSURANCE**

City and District acknowledge that the other party is a governmental entity, duly organized under the laws of the State of Arkansas, and that each party relies on tort immunity. Accordingly, either parties, as a requirement of this Agreement shall not require additional insurance.

6. **ASSIGNMENT AND SUBCONTRACTING**

This Agreement and the performance of services required hereunder shall not be assigned or subcontracted by either party without the written consent of the other party.

7. **NOTICES**

Notices hereunder shall be given by first-class mail or personal service. Notice to the City shall be delivered or addressed to the Mayor, City of Conway, 1201 Oak Street, Conway, AR 72032. Notice to the District shall be delivered or addressed to the Superintendent of Schools, 2220 Prince Street, Conway, AR 72034.

Conway School District

City of Conway

Superintendent

Mayor Tab Townsell

Date:_____

Date:_____

SCHOOL DISTRICT

Exhibit A

SCHOOL RESOURCE OFFICER

QUALIFICATIONS:

1. A police officer with a minimum of three years of law enforcement experience.
2. Officer has effective oral communication skills.
3. Officer has effective written communication skills.
4. Officer has strong desire to work with children and young adults.

BASIC PERFORMANCE RESPONSIBILITIES:

- A. The school resource officer will report directly to the school resource officer supervisor. The school resource officer supervisor will coordinate all resource officer activities with the Assistant Superintendent of Schools. Each school resource officer shall:
 1. Provide a general security presence within the school district at each of the SRO's assigned schools.
 2. Provide informal counseling to students and/or faculty.
 3. Act as a guest lecturer in the classroom in law enforcement related areas.
 4. Act as a liaison between the department and the school district.
 5. Investigate crimes occurring on school property.
- B. The school resource officer will assist school officials in setting up procedures for juvenile delinquency prevention programs by:
 1. Providing assistance to students and school staff members.
 2. Presenting various crime prevention, drug, and alcohol seminars.
 3. Serving as a positive role model.
 4. Bridging the communication gap between students and police.
 5. Enforcing State, Federal, and local laws whenever necessary.
 6. Preventing the organization of youth based gangs.
- C. The school resource officer will assist school officials with maintaining order in and around the school by investigating criminal behavior and taking enforcement action as appropriate to help insure a safe environment for students and school district officials.
- D. The school resource officer shall project a professional appearance and attitude that has a positive influence on the community.
- E. The school resource officer will report to his or her assigned school at the time designated by the school resource officer supervisor and will:
 1. Report to the area of assignment and remain in this area unless duty demands otherwise.
 2. Be visible in or around schools before school, during assemblies, lunch hours, and after school to ensure smooth school operation.
 3. Keep supervisors informed of the progress of investigations and/or problems in his or her area of responsibility.
 4. Accurately record daily activities as assigned and submit reports to the unit supervisor for approval.
- F. The school resource officer will perform any other duties as assigned by his or her supervisor.

- G. School resource officers who are assigned to schools will be on their assignments throughout the normal calendar year.
- H. Vacations other than school holidays will be taken primarily during times when school is not in session.

Note: The school resource officers will work extra-curricular activities at their assigned schools that the school resource officer supervisor deems necessary for the program to succeed. Compensation for the extra-curricular activities worked by the positions will be paid by time off through school holidays and summer months, to include the use of the School Resource Officer's accrued compensation time. Due to the accrual of this time the school resource officers are exempted from the departments 100 hour cap on accrued compensatory time.

I have read and agree to the above stipulations concerning extra-curricular activities.

School Resource Officer

School Resource Officer

School Resource Officer

School Resource Officer

MEMORANDUM

TO: Mayor Townsell
FROM: Chief Gary
DATE: August 30, 2012
SUBJECT: Temporary Sworn Position

This memo is to request authorization to temporarily allocate an additional sworn position. This position will fill a temporary need while we have an officer on active duty from September 1, 2012 thru October 5, 2013.

I feel that with our current staffing levels, five officers at the Law Enforcement Academy, anticipated vacancy within the next two weeks caused by medical retirement and the shortages we are experiencing from FMLA and injuries, this position is critical in our day to day functions.

Our turnover rate from 2007 through year to date is between 3 – 14 officers annually. It takes over 6 months of training before an officer is released to full duty and a year to be considered fully trained.

Based on our turnover rate history, if the department has to adjust back down to current staffing upon the Officers return to our agency, we would be able to with no impact to our anticipated 2013 budget.

CMB

JPMC Muni Bond Derivative Settlement
 c/o GCG
 Claims Administrator
 P.O. Box 9864
 Dublin, OH 43017-5764
 (877) 311-1632



Claim No: CMB01000002

CMB0200000130



July 9, 2012

CITY OF CONWAY
 MAYOR TAB TOWNSELL
 1201 OAK ST
 CONWAY, AR 72032 - 5316

NOTICE LETTER

Re: A \$65.5 Million Fund Created as the Result of an Out-of-Court Settlement Between Various State Attorneys General and JP Morgan Chase & Co.

Dear Eligible Counterparty:

This letter and the accompanying forms contain important information about your eligibility to share in a \$65.5 million settlement fund (the "Fund") established pursuant to an out-of-court settlement between JP Morgan Chase & Co. ("JPMC") and 25 States Attorneys General to resolve matters more specifically explained in "An Agreement Among the Attorneys General of the States and Commonwealths of Alabama, California, Colorado, Connecticut, District of Columbia, Florida, Idaho, Illinois, Kansas, Maryland, Massachusetts, Michigan, Missouri, Montana, Nevada, New Jersey, New York, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Tennessee and Wisconsin and JP Morgan Chase & Co." dated July 7, 2011 (referred to herein as either the "Settlement Agreement" or the "Settlement"). A full copy of the Settlement Agreement can be obtained by visiting www.stateAGmunisettlement.com. Capitalized terms used herein and the accompanying forms shall have the same meanings as specified in the Settlement Agreement, unless otherwise noted.

What this Packet Includes: This packet includes: (1) This Notice Letter; (2) an Election to Participate; (3) a Release Form ("Release"); and (4) a Question and Answer Pamphlet.

Your Eligibility: You have been identified as an Eligible Counterparty because you (1) entered into one or more Municipal Bond Derivative transactions between (i) January 1, 2001 and December 31, 2004, inclusive, for Municipal Bond Derivatives awarded through a competitive bidding process; or (ii) January 1, 2001 and December 31, 2005, inclusive, for Municipal Bond Derivatives awarded through other than a competitive bidding process; (2) where the provider of the Municipal Bond Derivative who won the bid was JPMC; and (3) the Municipal Bond Derivative has been alleged by the Attorneys General to have been impacted by the Relevant Conduct described in the Settlement Agreement.

Requirements: In order to receive a share of the \$65.5 million Fund, you must complete and submit to the Claims Administrator both the (1) Election to Participate form and (2) the executed Release. Your submission must be postmarked **no later than August 23, 2012.**

Your Share: As identified in paragraph 1 of the Release, if you elect to participate in the Settlement you will receive a payment of **\$28,456.67.**

Release: By signing the Release, you give up your right to sue JPMC for certain claims, which include claims being brought against JPMC in civil class actions consolidated in the case of *In re Municipal Derivatives Antitrust Litigation*, described further below.

You also give up your right to participate in JPMC's settlement of *In re Municipal Derivatives Antitrust Litigation*, described further below. Your recovery, if any, against JPMC in a lawsuit could be greater or less than your share under the Settlement Agreement.



As noted above, you may review the Settlement Agreement in its entirety at www.stateAGmunisettlement.com. What follows is (1) a brief summary of the Settlement Agreement; (2) a brief description of the *In re Municipal Derivatives Antitrust Litigation*; and (3) instructions on how to receive payment under the Settlement Agreement and other information. You may also refer to the enclosed Question and Answer Pamphlet for more information.

General Description and Summary of the Settlement Agreement

The Settlement Agreement describes the details of an investigation conducted by certain Attorneys General that began in the Spring 2008. The investigation concerns alleged violations of state and federal antitrust and other laws by JPMC and other providers, brokers and advisors, involving the marketing, sale and placement of Municipal Bond Derivatives. The State Attorneys General have alleged in the Settlement Agreement that: (i) certain JPMC employees participated in an illegal scheme with brokers and other providers with whom they had relationships to put their mutual pecuniary interest ahead of those of the Municipal Bond Derivative clients they represented; (ii) JPMC and other providers and brokers were principal players in the conduct and obtained unjust profits as a result; and (iii) the wrongful conduct caused certain Issuers throughout the United States to be paid artificially suppressed rates or yields on Municipal Bond Derivative transactions that were the subject to the conduct. JPMC has cooperated in the investigation by voluntarily disclosing evidence related to its role in the Relevant Conduct and by agreeing to pay restitution to parties injured by the Relevant Conduct.

Following an investigation by the Attorneys General in which they determined that not all municipal bond derivative transactions entered into by JPMC were affected, JPMC and the Attorneys General entered into the Settlement Agreement whereby, among other things, JPMC agreed to pay restitution to Eligible Counterparties in return for a Release of claims against JPMC (as defined in the Release). By claiming from the Fund, you will not give up your right to sue any other entity that may also be responsible for injuries to you related to the Relevant Conduct. You will also not be giving up your right to sue JPMC for the time period prior to January 1, 1998 or after December 31, 2006. You will, however, give up your right to sue JPMC for the 1998-2006 time period, which means you could not sue JPMC for certain claims that are currently being pursued on your behalf in the *In re Municipal Derivatives Antitrust Litigation*, described in the next section. In connection with the *In re Municipal Derivatives Antitrust Litigation*, Class Counsel has submitted comments to the proposed States' Settlement with Bank of America stating their concerns about participation in its proposed distribution. In determining whether to participate in the States' Settlement with JPMC, prospective recipients should consult counsel. The views of Class Counsel and the Attorneys General in this regard may be obtained by communicating with them directly. Contact information for them is provided in question 21 of the enclosed Question and Answer Pamphlet and Addendum B to that pamphlet.

Any variance between this Notice Letter and the Settlement Agreement will be controlled by the Settlement Agreement.

Related Pending Civil Actions

Beginning in March 2008, JPMC was named as a defendant along with numerous other financial institutions and brokers in civil suits filed in state and federal courts in New York, the District of Columbia, California, and West Virginia. To date, 30 such actions have been filed, which name JPMC as a defendant. The named plaintiffs in these complaints are governmental, quasi-governmental, and not-for-profit entities that issue and/or receive the proceeds of municipal bonds and invest those bond proceeds in Municipal Bond Derivatives provided by the defendants. Some of the cases have been brought as putative class actions on behalf of these entities nationwide, and others as individual actions.

A number of these lawsuits bring class actions on behalf of a putative class of entities that entered into Municipal Bond Derivatives transactions with any provider or broker (not just JPMC) at any point in time from 1992 through the present. Thus, you might be both a member of a putative class and also eligible to receive restitution under this Settlement.

All of the cases have now been transferred to the U.S. District Court for the Southern District of New York and consolidated for pretrial proceedings in a single litigation entitled *In re Municipal Derivatives Antitrust Litigation*, MDL No. 1950, Master Civil Action No. 08-2516 (S.D.N.Y.). The complaints allege that the defendants, including JPMC, conspired to violate federal and state antitrust laws by allocating customers, and fixing or stabilizing rates of return on certain Municipal Bond Derivatives from 1992 to the present.



In order to participate in the Settlement, you will be required to sign the Release, which gives up your right to sue JPMC for certain claims for damages, including claims being brought in the *In re Municipal Derivatives Antitrust Litigation* or in any suit against JPMC you bring on your own. If you choose to participate in this Settlement, you will also be giving up your right to participate in JPMC's settlement of *In re Municipal Derivatives Antitrust Litigation*.

Lead Counsel in *In re Municipal Derivatives Antitrust Litigation* have reached a settlement with JPMC pursuant to which JPMC has agreed to pay a settlement amount of up to **\$44,575,000 dollars for the benefit of a proposed settlement class**. That settlement has not yet been approved by the Court.

In that case, the proposed settlement class includes all state, local and municipal government entities, independent government agencies, quasi-government, non-profit and private entities that (i) purchased by negotiation, competitive bidding or auction municipal derivative transactions directly from JPMC, Wachovia Bank, N.A., Wells Fargo & Company, Bank of America, N.A., Bear, Stearns & Co., Inc., Morgan Stanley, National Westminster Bank Plc, Natixis Funding Corp., Piper Jaffrey & Co., Société Générale SA, UBS AG, AIG Financial Products Corp., SunAmerica Life Assurance Co., Financial Security Assurance Holdings, Ltd., Financial Security Assurance, Inc., Trinity Funding Co. LLC, GE Funding Capital Market Services, Inc., Lehman Brothers, MG Financial Products Corp., XL Capital Ltd., XL Asset Funding Co. I LLC or XL Life Assurance & Annuity, Inc., or other providers that could have been named as defendants or co-conspirators or (ii) purchased by negotiation, competitive bidding or auction municipal derivative transactions brokered by Natixis Funding Corp., f/k/a IXIS Funding Corp., and before that, f/k/a CDC Funding Corp., Investment Management Advisory Group, Inc., CDR Financial Products, Winters & Co. Advisors, LLC, George K. Baum & Co., Sound Capital Management, Inc., Piper Jaffray & Co., Feld Winters Financial LLC, First Southwest Company, Kinsell Newcomb & De Dios Inc., Mesirov Financial, Morgan Keegan & Co., Inc., PackerKiss Securities, Inc., or other brokers that could have been named as defendants or co-conspirators at any time from January 1, 1992 through August 18, 2011, in the United States and its territories or for delivery in the United States or its territories.¹

As with any class action in court, any settlement in the *In re Municipal Derivatives Antitrust Litigation* would have to be approved by a judge. Your allocated share of any recovery resulting from the class action settlement, should it be approved by the court, or from the resolution of litigation you institute, may be greater or less than your eligible share under this Settlement. If you participate in this Settlement with JPMC, you will not be eligible to make a claim under the class settlement with JPMC.

This Settlement is different from a class action settlement. First, the Settlement is pursuant to the sovereign authority of the 25 State Attorneys General who entered into the Settlement Agreement. Second, the Settlement is an out-of-court settlement and thus has not been subject to preliminary and final court approval proceedings, a fairness hearing or objections.

The accompanying Question and Answer Pamphlet contains a more detailed explanation of the civil actions pending in the Southern District of New York in the *In re Municipal Derivatives Antitrust Litigation* and the contact information for interim class counsel in that case.

¹ A copy of the Settlement Agreement between JPMC and the named class plaintiffs in *In re Municipal Derivatives Antitrust Litigation*, MDL No. 1950, dated April 18, 2012, is available from Lead Counsel, or <http://pacer.login.uscourts.gov>.



Instructions on How You May Receive Payment

To receive a payment from the Fund, you must timely submit to the Claims Administrator the enclosed (1) Election to Participate and (2) Release. You should carefully read through the materials and be sure to submit both the Election to Participate and the executed Release. Failure to submit both forms in accordance with the instructions and as set forth in the Settlement Agreement may result in the rejection of your claim.

The documents must be postmarked **NO LATER THAN AUGUST 23, 2012**. They should be returned to the following address in the enclosed self-addressed postage prepaid envelope:

JPMC Muni Bond Derivative Settlement
c/o GCG
Claims Administrator
P.O. Box 9684
Dublin, OH 43017-5764

Election to Not Participate or Otherwise Not Respond

If you elect not to participate or otherwise do not respond to this Notice Letter, the Settlement Agreement shall have no effect on the claims or causes of action for damages, disgorgement, restitution or any other relief that you may have against JPMC for the Relevant Conduct, including any right you might have to participate in any settlement of any claims in the pending actions or to pursue your own independent action. **It is recommended that you consult with an attorney for legal advice as to your options.**

Additional Information

For more information please refer to the Question and Answer Pamphlet enclosed with this Notice Letter. You may also:

- Visit the website: www.stateAGmunisettlement.com
- Write the Claims Administrator, GCG at:

JPMC Muni Bond Derivative Settlement
c/o GCG
Claims Administrator
P.O. Box 9684
Dublin, OH 43017-5764

Information as to how to contact the private class counsel in the *In re Municipal Derivatives Antitrust Litigation* is contained in the Question and Answer Pamphlet (at Question 21).

Sincerely,

The Claims Administrator

JPMC Muni Bond Derivative Settlement
c/o GCG
Claims Administrator
P.O. Box 9864
Dublin, OH 43017-5764
(877) 311-1632



CMB0200000130



CITY OF CONWAY
MAYOR TAB TOWNSELL
1201 OAK ST
CONWAY, AR 72032 - 5316

**ELECTION TO PARTICIPATE IN
SETTLEMENT WITH JP MORGAN CHASE & CO.**

CITY OF CONWAY, hereby elects to participate in the Settlement Agreement Among the Attorneys General of the States and Commonwealths of Alabama, California, Colorado, Connecticut, District of Columbia, Florida, Idaho, Illinois, Kansas, Maryland, Massachusetts, Michigan, Missouri, Montana, Nevada, New Jersey, New York, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Tennessee and Wisconsin and JP Morgan Chase & Co., dated July 7, 2011.

By signing below, I am confirming that: (1) I have authority to act on behalf of the Participating Counterparty; (2) the Participating Counterparty was the counterparty to each of the Covered Derivatives listed in the Release; and (3) the Participating Counterparty has not assigned, sold, or otherwise transferred its rights to any of the Covered Derivatives (or did not assign, sell, or transfer its rights prior to termination of any of the transactions).

T

Print or Type Name of Counterparty

Tax Identification Number

Counterparty Address

City, State and Zip

Signature

Date

Print Name of Person Signing

Title and Capacity of Person Signing

Phone Number

Email Address

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CMB0200000130



CITY OF CONWAY
MAYOR TAB TOWNSELL
1201 OAK ST
CONWAY, AR 72032 - 5316

RELEASE BY PARTICIPATING COUNTERPARTIES

This release executed this ____ day of _____, 20____, by the Releasor (as defined below) in favor of the Releasee (as defined below).

DEFINITIONS

- A. "Releasor" shall mean CITY OF CONWAY and any of its divisions, affiliates, subsidiaries, groups, associates, general or limited partners or partnerships, predecessors, successors or assigns, including, without limitation, any of their respective present officers, trustees, employees, agents, attorneys, representatives and shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors, administrators, predecessors, successors, assigns or insurers acting on behalf of Releasor.
- B. "Releasee" refers to JPMorgan Chase & Co., and all of its successors, predecessors, assigns and their subsidiaries, divisions, groups, affiliates and partnerships, including without limitation, any of their respective past or current officers, directors, and employees (collectively, "JPMC").
- C. "Relevant Conduct" shall mean, except as provided below, JPMC engaging in any of the following conduct from January 1, 1998 through December 31, 2006, whether by itself or in concert with Providers and Brokers: (i) rigging bids or fixing the prices or other terms and conditions of any Municipal Bond Derivatives; (ii) agreeing not to bid for any Municipal Bond Derivatives; or (iii) engaging in any other anticompetitive, deceptive, unfair or fraudulent conduct relating to any Municipal Bond Derivatives including, but not limited to, misrepresenting or omitting material facts whose primary purpose is to prevent the discovery of the anti-competitive conduct. Notwithstanding the foregoing, Relevant Conduct does not include conduct related to attempts to manipulate underlying interest rates used in the pricing of Municipal Bond Derivatives.
- D. "Municipal Bond Derivatives" shall mean: (i) contracts involving the reinvestment of the proceeds of tax-exempt bond issues and Qualified Zone Academy Bonds, or bonds issued by or on behalf of any governmental or quasi-governmental or non-profit entity in the United States of America, including but not limited to, states, cities, towns, counties, villages, parishes, school districts, clubs, or various economic development, redevelopment, financing, lottery, parking, housing, educational, medical, religious, public safety, building, water, sewer, hospital, transportation, public works, waste management, environmental, port, park, airport, telecommunications and power authorities, corporation or boards; and (ii) transactions involving the management or transfer of the interest rate risk associated with the bonds or bond issues described above including, but not limited to, guaranteed investment contracts, forward supply, purchase, or delivery agreements, repurchase agreements, swaps, options and swaptions. Notwithstanding the foregoing, Municipal Bond Derivatives does not include (i) contracts to underwrite the issuance of municipal bonds; (ii) credit default products, such as credit default swaps and credit default options; (iii) auction-rate securities; (iv) inter-dealer swaps; (v) swaps, or other agreements between providers to hedge, manage or otherwise share or transfer their risk on a Municipal Bond Derivative except to the extent used to facilitate any improper undisclosed payments to brokers or the rigging of bids for the reinvestment or management of bond proceeds.
- E. "Covered Derivatives" shall mean Municipal Bond Derivatives that meet the criteria set forth in Attachment A to the Settlement Agreement.
- F. "Settlement Agreement" shall mean the Settlement Agreement between JPMorgan Chase & Co. and the Attorneys General of the States and Commonwealths of Alabama, California, Colorado, Connecticut, District of Columbia, Florida, Idaho, Illinois, Kansas, Maryland, Massachusetts, Michigan, Missouri, Montana, Nevada, New Jersey, New York, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Tennessee, Wisconsin, dated July 7, 2011.
- G. "Effective Date" shall mean the Effective Date of the Settlement Agreement.



RELEASE

1. In consideration of the receipt by Releasor of **\$28,456.67** relating to the **REINVESTMENT PROD (approximate trade date 04/23/2003)**, payment of which is made by JPMC in accordance with the terms of the Settlement Agreement, Releasor hereby releases Releasee from all civil claims, counterclaims, cross-claims, set-offs, causes of action of any type (whether common law, equitable, statutory, regulatory or administrative, class, individual or otherwise in nature, and whether reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured) demands, disputes, damages, restitution, whenever incurred, and liabilities (including joint and several) of any nature whatsoever, including without limitation, costs, fines, debts, expenses, penalties and attorneys fees, known or unknown, that it has against the Releasee arising from the Relevant Conduct in relation to the marketing, sale or placement of Municipal Bond Derivatives, including any claims that have been or could be asserted *In re Municipal Derivatives Antitrust Litigation*, MDL No. 1950, Master Docket No. 08-2156, any actions pending in the United States District Court for the Southern District of New York captioned *In re Municipal Derivatives Antitrust Litigation*, or any related actions filed in or transferred to the United States District Court for the Southern District of New York that are coordinated with or consolidated into the preceding Civil Action docket.
2. In the event that the total payment referred to in Paragraph 1 is not made for any reason, then this Release shall be null and void, provided that any payments received by Releasor shall be credited to Releasee in connection with any claims that (i) Releasor may assert against Releasee; (ii) that are asserted against Releasee on behalf of Releasor by a class of which Releasor is a member; or (iii) that are asserted by any third party against Releasee as to which Releasee may assert a setoff under any applicable law.
3. The Releasor intends by this Release to settle with and release only Releasee and does not intend this Release, or any part hereof or any other aspect of the settlement or the releases, to extend to, to release or otherwise to affect in any way any rights that the Releasor has or may have against any other party or entity whatsoever, other than Releasee.
4. Releasor hereby waives the provisions of California Civil Code section 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." This provision shall not be deemed to turn a specific release into a general release.
5. The Releasor represents and warrants that the released claims have not been sold, assigned or hypothecated, in whole or in part.

Print or Type Name of Counterparty

Tax Identification Number

Counterparty Address

City, State and Zip

Signature

Date

Print Name of Person Signing

Title and Capacity of Person Signing

Phone Number

Email Address