

City Council Members

Mayor Tab Townsell

City Attorney Michael Murphy

City Clerk/Treasurer Michael O. Garrett



Ward 1 Position 1 – Andy Hawkins  
Ward 1 Position 2 – David Grimes  
Ward 2 Position 1 – Mark Vaught  
Ward 2 Position 2 – Shelley Mehl  
Ward 3 Position 1 – Jim Rhodes  
Ward 3 Position 2 – Mary Smith  
Ward 4 Position 1 – Theodore Jones, Jr.  
Ward 4 Position 2 – Shelia Whitmore

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**City Council Meeting - Tuesday, February 22<sup>nd</sup>, 2011 @ 6:30pm**  
**Judge Russell L. "Jack" Roberts District Court Building – 810 Parkway St., Conway, AR 72032**  
**5:30 pm -- Committee Meeting -- 2011 Street Improvements**

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Call to Order

Roll Call

Minutes: **February 15<sup>th</sup>, 2011**

Announcements / Proclamations / Recognition: **Employee Service Awards**

**1. Report of Standing Committees:**

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

1. Update on CDBG Funding for the FY2011.
2. Resolution setting a public hearing to discuss the closing of a fifteen foot wide utility easement abutting the west property line of Lot 1 of the Prince/Salem Station subdivision.
3. Resolution ordering the demolition of a structure located at 1415 Lincoln Street.
4. Consideration to approve the 2011 Street Improvements Projects.

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

1. Ordinance clarifying procedures by which fees, surcharges, and revenues are assessed for residential and commercial trash pickup; and establishing that all fees surcharges and sanitation revenues be collected as one revenue stream.
2. Resolution accepting a contract from Aramark for concessions at City of Colleges Park and Conway Station Park for the Conway Parks & Recreation Department.

**Old Business**

**New Business**

**Adjournment**

# Committee Meeting

**CITY OF CONWAY  
STREET PROJECTS  
FEBRUARY 2011**

**A. AVAILABLE FUNDS FOR MAINTENANCE & REHAB PROJECTS IN STREET FUND BUDGET:**

	\$ 800,000	Usual Street Fund Overlay Allowance
	\$ 200,000	2011 Severance Tax (Alternative Transportation)
	<u>\$ 125,000</u>	2010 Secerance Tax (Alternative Transportation)
Total Funds	\$ 1,125,000	

B. NEEDED STREET RECONSTRUCTION PROJECTS:			CITY FORCES	CONTRACTOR EST. COST	Ward
1 MUSEUM RD.	Oak to Halter		\$ 160,000	\$ 300,000	4
2 DONAGHEY AVE.	Tyler to Prince	Reconstruct to 36' curbed	\$ 555,000	\$ 1,000,000	2&3
3 WESTERN AVE.	Caldwell to Robinson	Right of Way now available	\$ 90,000	\$ 200,000	3
4 MIDDLE ROAD	Amity to Southland	2000' 36' curbed	\$ 300,000	\$ 550,000	4
5 MIDDLE ROAD	Southland to E. German	1800' - 36' curbed	\$ 275,000	\$ 500,000	4
6 BLANEY HILL ROAD	HWY 25 to Stone Rd.	3600'	\$ 540,000	\$ 900,000	2
7 STANLEY RUSS ROAD	Bill Bell Lane to S.Donaghey	6000' 36' curbed	\$ 900,000	\$ 1,500,000	4
8 LOWER RIDGE @ U.S. 65	Realign Intersection & Connect to shopping center		\$ 125,000	\$ 300,000	2
9 MITCHELL STREET	Caldwell to Scott	Reconstruct to 27' curbed - 1,200'	\$ 90,000	\$ 200,000	4
10 GRIFFIN STREET	Bruce to McKay	630' 27' curbed	\$ 55,000	\$ 120,000	4
11 WESCON LANE	Westin Park to College	36' Curbed	\$ 180,000	\$ 500,000	3
12 NUTTER CHAPEL ROAD	Catherine Place to Salem	36' Curbed - 1,800'	\$ 275,000	\$ 540,000	1
13 PIN OAK	Shady Ln.to Water Oak	Replace Concrete	\$ 80,000	\$ 175,000	3
14 SHADY LANE	White Oak to Red Oak	Replace Concrete	\$ 50,000	\$ 160,000	3
15 SHADY L:ANE	Red Oak to End	Replace Concrete	\$ 40,000	\$ 85,000	3
16 RED OAK	Shady Ln. To Shady Ln. Loop	Replace Concrete	\$ 47,000	\$ 100,000	3
17 RED OAK	Shady Lane to Salem	Replace Concrete	\$ 66,000	\$ 130,000	3
18 SMOKING OAKS RD.	Salem to Morningside	Replace Concrete	\$ 126,000	\$ 260,000	3
19 JEFFERSON PLACE	Lexington	Replace Concrete	\$ 160,000	\$ 320,000	3
20 JEFFERSON PLACE	West Point	Replace Concrete	\$ 37,000	\$ 75,000	3
21 JEFFERSON PLACE	Brandywine	Replace Concrete	\$ 25,000	\$ 50,000	3
22 JEFFERSON PLACE	Bunker Hill	Replace Concrete	\$ 27,000	\$ 54,000	3
23 JEFFERSON PLACE	Yorktown	Replace Concrete	\$ 27,000	\$ 54,000	3
24 SANDSTONE	South of Tucker Creek	Replace Concrete	\$ 90,000	\$ 90,000	3
<b>SUBTOTAL STREET RECONSTRUCTION PROJECTS</b>			<b>\$ 4,320,000</b>	<b>\$ 8,163,000</b>	

C. NEEDED STREET OVERLAYS:				Ward
1 TJ	Gertrude to Oak Meadows	overlay	\$ 27,000	1
2 QUAIL RUN	add gravel, shape ditches & overlay		\$ 50,000	1
3 SHERMAN OAKS	South of Prince & East of Country Club		\$ 33,000	3
4 BAINBRIDGE DR.	Bainbridge Sub. (870')		\$ 18,000	1
5 KENSINGTON DR.	Bainbridge Sub (3,900')		\$ 72,000	1
6 HEATHER CR.	Rosewood Terrace		\$ 46,000	3
7 ROYAL OAKS / KROOKED KREEK			\$ 50,000	3
8 MILL POND ROAD	321 tp Pauls Ln. (Chip & Seal by County?)		\$ 67,000	4
9 Sanders Dr.	Findley to Outback/ Tractor Supply Drive		\$ 8,000	2
10 Fendley Dr.	East Walmart Entrance to Sanders		\$ 15,000	2
11 Hogan Ln.	Prince to Reedy (Pavement starting to fail)		\$ 140,000	1
12 Main Street	Front to Harkrider with Street Scape Improvements (by city forces)		\$ 100,000	4
13 RED OAK	Shady Ln. To Shady Ln. Loop	Patch Failed Conc. & Overlay	\$ 23,000	3
14 RED OAK	Shady Lane to Salem	Patch Failed Conc. & Overlay	\$ 32,000	3
15 SMOKING OAKS RD.	Salem to Morningside	Patch Failed Conc. & Overlay	\$ 65,000	3
16 JEFFERSON PLACE	Lexington	Patch Failed Conc. & Overlay	\$ 75,000	3
17 JEFFERSON PLACE	West Point	Patch Failed Conc. & Overlay	\$ 20,000	3
18 JEFFERSON PLACE	Brandywine	Patch Failed Conc. & Overlay	\$ 12,000	3
19 JEFFERSON PLACE	Bunker Hill	Patch Failed Conc. & Overlay	\$ 14,000	3
20 JEFFERSON PLACE	Yorktown	Patch Failed Conc. & Overlay	\$ 14,000	3
21 SANDSTONE	South of Tucker Creek	Patch Failed Conc. & Overlay	\$ 45,000	3
<b>TOTAL STREET OVERLAY</b>			<b>\$ 926,000</b>	

**CITY OF CONWAY  
STREET PROJECTS  
FEBRUARY 2011**

**D. Major Street Projects**

1 COLLEGE AVENUE Relocation to Elm Street	Locust to Harkrider	Funded by Pay as You Go	\$	800,000	2011
2 PRINCE STREET Reconstruction	Western to Shady Ln.	Programed Sales Tax Project	\$	4,000,000	2011-2012
3 WESTERN LOOP		Programed Sales Tax Project	\$	5,000,000	2012 - 2013
4 COLLEGE AVENUE RECONSTRUCTION	Salem to Hubbard	Programed Sales Tax Project	\$	1,200,000	2013
5 COLLEGE -COUNTRY CLUB ROUNDABOUT		Programed Sales Tax Project	\$	300,000	2013
6 FARRIS ROAD - Bruce to Oaklawn		Programed Impact Fee Project	\$	800,000	2011
7 McNUTT RD. - OLD MILITARY (Right of Way & Earthwork Only)		Not Funded	\$	1,400,000	2011
8 McNUTT RD. - OLD MILITARY (Curbs, Drainage & Paving)		Not Funded	\$	600,000	2012
9 OLD MILITARY RECONSTRUCTION	Donnell RDG. To New School	Not Funded	\$	1,250,000	2012
10 NUTTER CHAPEL - Green at Nutter Chapel to Old Military		Not Funded	\$	700,000	2012
<b>TOTAL MAJOR STREETS</b>			<b>\$</b>	<b>16,050,000</b>	

**E FUNDS AVAILABLE FOR MAJOR STREET PROJECTS:**

(Funds not obligated by Contract)

		CUMULATIVE PAY AS YOU GO SALES TAX	CUMULATIVE IMPACT FEE	CUMULATIVE TOTAL
End 2010	\$	2,000,000	\$ 600,000	\$ 2,600,000
2011	\$	4,100,000	\$ 1,800,000	\$ 5,900,000
2012	\$	6,400,000	\$ 3,000,000	\$ 9,400,000
2013	\$	9,300,000	\$ 4,200,000	\$ 13,500,000
2014	\$	12,200,000	\$ 5,400,000	\$ 17,600,000



**City of Conway, Arkansas**  
**Resolution No. R-11- \_\_\_\_\_**

**A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSING OF A FIFTEEN (15) FOOT WIDE UTILITY EASEMENT ABUTTING THE WEST PROPERTY LINE OF LOT 1 OF THE PRINCE/SALEM STATION SUBDIVISION AS RECORDED IN PLAT BOOK I, PAGE 103;**

**WHEREAS**, a petition has been filed with the City Council of the City of Conway, Arkansas by Pickering Firm Incorporated, on behalf of Joe and Margaret Whisenhunt and Kroger Limited Partnership I, to abandon a fifteen (15) foot utility easement as shown on the plat of Lot 1, Prince/Salem Subdivision as recorded in Plat Book I, Page 103; and

**WHEREAS**, upon the filing of the petition with the City, the City shall set a date and time for a hearing before the City Council for consideration of the petition.

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

1. That the City Council shall hear said petition at its regular meeting to be held at the Russell L. "Jack" Roberts District Court Building, 810 Parkway Street, Conway, Arkansas, on the March 8<sup>th</sup>, 2011 @ 6:30pm.
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the manner prescribed by law.

**PASSED** this 22<sup>nd</sup> day of February, 2011.

**Approved:**

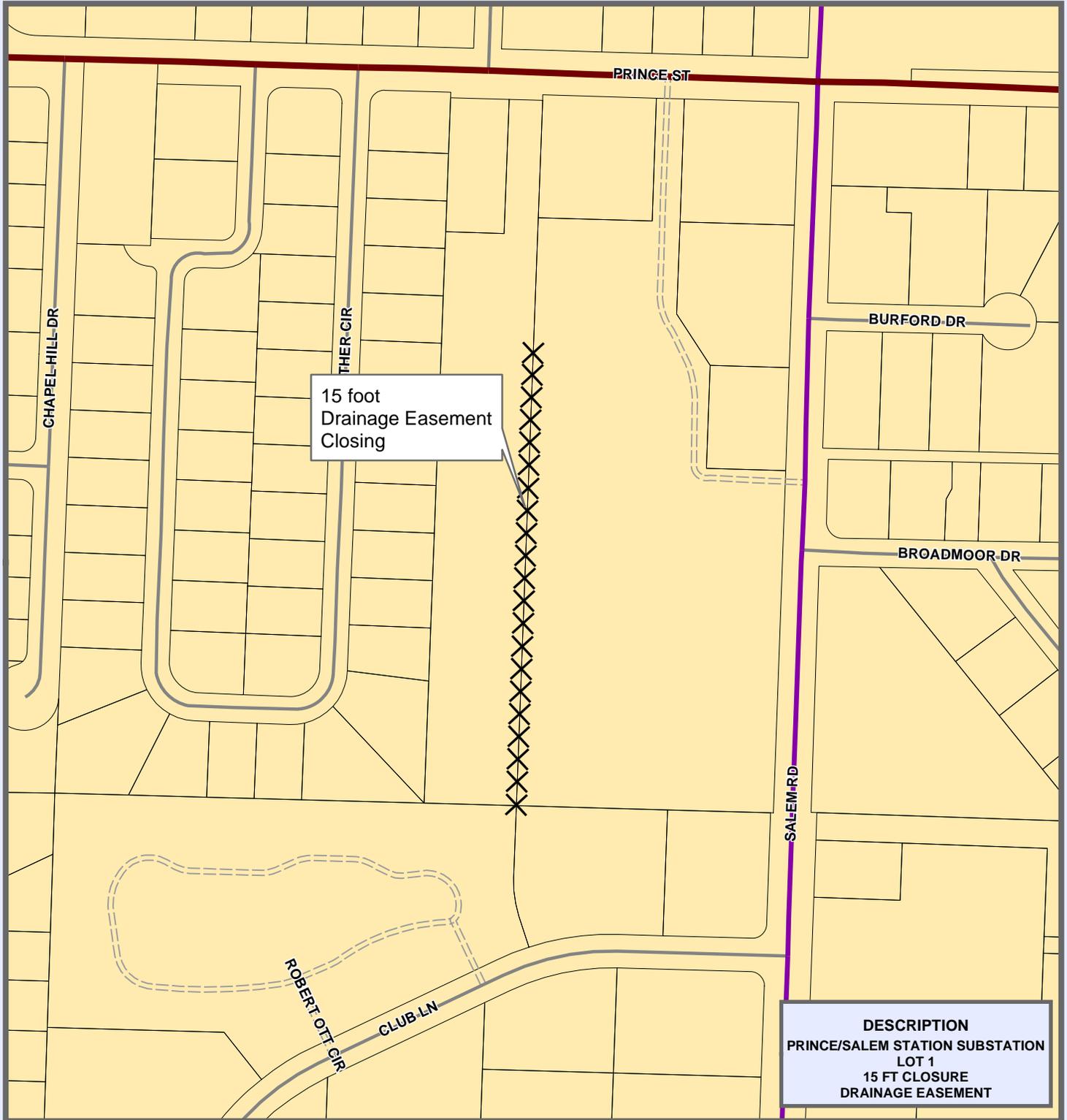
\_\_\_\_\_  
**Mayor Tab Townsell**

**Attest:**

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

# CITY OF CONWAY

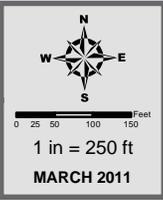
## Prince/Salem Station Substation: LOT EASEMENT CLOSING



**DESCRIPTION**  
**PRINCE/SALEM STATION SUBSTATION**  
**LOT 1**  
**15 FT CLOSURE**  
**DRAINAGE EASEMENT**



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



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: HIS WEBSITE:  
[gis.cityofconway.org](http://gis.cityofconway.org) (UNDER DEVELOPMENT)  
 E-MAIL: Jason.Lyon@CityofConway.org



**City of Conway, Arkansas**  
**Resolution No. R-11-\_\_\_\_\_**

**A RESOLUTION ORDERING THE DEMOLITION OF STRUTURE LOCATED ON 1415 LINCOLN STREET 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 1415 Lincoln Street which because of its, 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 cleanup 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 1415 Lincoln Street in Conway, Arkansas, because of its, 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 the property be brought up 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 property in order to recover the money so owed.

PASSED this 22<sup>nd</sup> day of February 2011.

**Approved:**

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

**Attest:**

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

Conway Code Enforcement  
Incident Report

Date of Violation: Dec. 1, 2010  
Violator Name: Maggie Fowler  
Address of Violation: 1415 Lincoln  
Violation Type: Dilapidated Structure  
Warning #: 2193

Description of Violation and Actions Taken: Acting on a complaint, I drove to 1415 Lincoln in reference to a dilapidated structure. When I arrived I noticed the carport was not structurally sound. Part of the carport had fallen in and other areas were weak. The roof line on the front portion of the house was bowed in and appeared weak. The back of the house had a busted window and part of the fascia and siding was rotten. On the south side of the house I looked in a window and saw holes in the roof with insulation hanging down. The interior of the house was exposed to the elements and was in disrepair. On 12-01-10 letters were sent via certified and regular mail. On 12-06-10 the certified letter was signed for by D. Fowler. I checked the property again on 1-1-11 and no progress had been made. Barb Mcelroy made contact with Mr. Fowler and she noted that Mr. Fowler stated he was trying to sell it. There was no for sale sign in the yard. Mr. Fowler was given till the end of January to come up with a plan of action. On 1-31-11 the property was checked and no progress had been made. The property was scheduled to go before council. Pictures were taken and are available upon request.

Code Enforcement Officer: Ottie R. Cowgill

Officer Signature: Ottie R Cowgill

Date: 2-7-11

Time: 1510 hrs.



**WARNING**

NO CE2193

**To Correct Violation**

Conway Code Enforcement  
1201 Oak Street  
Conway, AR 72032  
501-450-6191

**Notice of Violation**

House Vacant

Name Maggie Fowler  
Address 1415 Lincoln  
City Conway ST AR Zip \_\_\_\_\_

**Violation of Conway Nuisance Abatement Code Section:**

- 3.2.4 Grass
- 3.5.1 Rubbish/Trash
- 3.5.3 Appliance/Furniture
- 3.2.8.1 Vehicles/Trailers
- 3.5.4.1 Trash Can
- 3.2.3 Sediment on Roadway
- 1.7.1 Dilapidated Structure
- 0-94-54 Sign

Other 710-01587-000

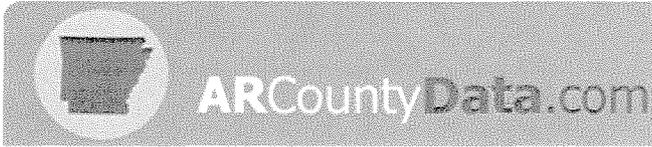
Dated this 1 day of Dec, 10

O. Conway  
Signature of Code Enforcement Officer

**CORRECTIONS MUST BE MADE WITHIN SEVEN DAYS OF VIOLATION OR CITY OF CONWAY WILL TAKE NECESSARY ACTION TO CORRECT SAID VIOLATION(S).**

I promise to take the necessary actions to remedy the violation noted above into compliance with the City of Conway Code Enforcement Code. I understand that failure to comply by the date stated above will result in a citation to appear in the Municipal Court of the City of Conway.

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



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**PROPERTY DETAIL**  
**Faulkner County Tax Collector Record Search**

Public Search Sponsored By:  
 Faulkner County Collector's Office

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**Property Information**

**Parcel #:** 710-01587-000 [View Parcel](#)

**Tax Year/Book:** 2009 Current

**Legal:** Lot 11 PT Block 8 BURNS ADDN 06-05N-13W LOT 11 BLK 8 BURNS ADDN E 90 FT N 30 FT

**Property Type:** Real Estate

**Owner:** FOWLER MAGGIE

**Tax Payer:** FOWLER DOYLE II  
 2499 DECOTO RD APT #211  
 UNION CITY, CA 94587-000

**Site Address:** 1415 LINCOLN ST

**Subdivision:** BURNS ADDN

**Lot Block:** 11 PT 8

**S-T-R:** 06-05N-13W

**Acres:** 0

**Tax Status:** Non-Exempt

**Tax Owed:** \$208.96

**Voluntary Tax:** \$24.16

**Tax Paid:** -\$208.96

**Balance:** \$0.00

**Receipts**

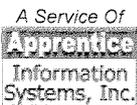
Receipt #	Book	ReceiptDate	Cash Amt	Check Amt	Credit Amt	Total
7859	Current	5/25/2010	\$0.00	\$208.96	\$0.00	\$208.96

[Proof Of Payment](#)

**2009 Tax Information**

Tax Type	Tax Description	District	Exempt	Assessed Value	Tax Owed	Tax Paid	Balance
AV	Ad Valorem	1C	Non-Exempt	\$4,390.00	\$208.96	-\$208.96	\$0.00
VT	Voluntary Tax	32	Non-Exempt	\$4,390.00	\$4.39	\$0.00	\$4.39
VT	Voluntary Tax	33	Non-Exempt	\$4,390.00	\$1.76	\$0.00	\$1.76
VT	Voluntary Tax	34	Non-Exempt	\$4,390.00	\$1.76	\$0.00	\$1.76
VT	Voluntary Tax	35	Non-Exempt	\$4,390.00	\$0.88	\$0.00	\$0.88
VT	Voluntary Tax	38	Non-Exempt	\$4,390.00	\$4.39	\$0.00	\$4.39
VT	Voluntary Tax	39	Non-Exempt	\$4,390.00	\$4.39	\$0.00	\$4.39
VT	Voluntary Tax	40	Non-Exempt	\$4,390.00	\$6.59	\$0.00	\$6.59
<b>Total:</b>					<b>\$233.12</b>	<b>-\$208.96</b>	<b>\$24.16</b>

[< Back to Search Results](#)



# Conway Code Enforcement

City of Conway  
Code Enforcement  
Conway, AR 72032  
501.450.6191

Parcel ID:  
Street Number: 1415  
Street Name: LINCOLN  
Street Suffix:

Occupant First Name: Maggie Fowler  
Occupant Last Name:

Complaint Number: CE2193

Doyle Fowler II  
2499 Decoto Road Apt. #211  
Union City, CA 94587-000

Signature  
Confirmation # 91 3408 2133 3932 0469 8374

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: 1415 LINCOLN STREET  
There have been 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. (This structure must be brought up to city code or removed within 30 days of this letter)

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



[Track & Confirm](#)

[FAQs](#)

## Track & Confirm

### Search Results

Label/Receipt Number: **9134 0821 3339 3204 6983 74**  
Status: **Delivered**

Your item was delivered at 11:35 am on December 06, 2010 in UNION CITY, CA 94587. The item was signed for by D FOWLER.

Additional information for this item is stored in files offline.

### Track & Confirm

Enter Label/Receipt Number.

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[Restore Offline Details >](#)



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No FEAR Act EEO Data

FOIA



The Ad to poster  
for the 2010-2011



Innovation  
through service

**CITY OF CONWAY**  
**Code Enforcement**  
1201 Oak Street  
Conway, Arkansas 72032



**Barbara McElroy**  
Code Enforcement Assistant  
Phone 501-450-6191  
Fax 501-450-6144

February 1, 2011

**CERTIFIED MAIL**

RETURN RECEIPT REQUESTED  
CERTIFIED MAIL # 91 3408 2133 3932 0469 8435  
AND  
REGULAR MAIL

Signature  
Confirmation # 91 3408 2133 3932 0469 8435

Doyle Fowler II  
2499 Decoto Road Apt. #211  
Union City, CA 94587-000

RE: RESOLUTION OF INTENT TO CONDEMN THE STRUCTURE LOCATED AT  
1415 LINCOLN STREET IN THE CITY OF CONWAY ARKANSAS;

Dear Mr. Fowler,

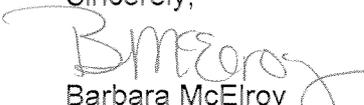
It has come to our attention that you have failed to comply with the City of Conway Notice of Violation written December 1, 2010 regarding your property at 1415 Lincoln Street in Conway Arkansas.

Therefore, this is to notify you that the Conway City Council will consider a Resolution of Intent to condemn the above-referenced property at its regular meeting at 6 p.m. Tuesday, February 22<sup>nd</sup> 2011. If that resolution is passed, the city will solicit bids for the demolition and clean up, and the property will be cleaned up 30 days after the date of passage of the resolution. You will then be sent a bill for the cost of the bid solicitations, demolition, and clean up.

A copy of all correspondences has been emailed by acting representative Ruthie Fowler (daughter) upon request.

We recommend that you or your representative attend February 22<sup>nd</sup> City Council meeting in order to present your input on this issue.

Sincerely,

  
Barbara McElroy  
Code Enforcement Assistant

1415 Lincoln Street









**CITY OF CONWAY  
STREET PROJECTS  
FEBRUARY 2011**

**A. AVAILABLE FUNDS FOR MAINTENANCE & REHAB PROJECTS IN STREET FUND BUDGET:**

	\$ 800,000	Usual Street Fund Overlay Allowance
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	<u>\$ 125,000</u>	2010 Secerance Tax (Alternative Transportation)
Total Funds	\$ 1,125,000	

**B. NEEDED STREET RECONSTRUCTION PROJECTS:**

			CITY		Ward	
			FORCES	CONTRACTOR EST. COST		
1	MUSEUM RD.	Oak to Halter	\$ 160,000	\$ 300,000	4	
2	DONAGHEY AVE.	Tyler to Prince	Reconstruct to 36' curbed	\$ 555,000	\$ 1,000,000	2&3
3	WESTERN AVE.	Caldwell to Robinson	Right of Way now available	\$ 90,000	\$ 200,000	3
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7	STANLEY RUSS ROAD	Bill Bell Lane to S.Donaghey	6000' 36' curbed	\$ 900,000	\$ 1,500,000	4
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10	GRIFFIN STREET	Bruce to McKay	630' 27' curbed	\$ 55,000	\$ 120,000	4
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12	NUTTER CHAPEL ROAD	Catherine Place to Salem	36' Curbed - 1,800'	\$ 275,000	\$ 540,000	1
13	PIN OAK	Shady Ln.to Water Oak	Replace Concrete	\$ 80,000	\$ 175,000	3
14	SHADY LANE	White Oak to Red Oak	Replace Concrete	\$ 50,000	\$ 160,000	3
15	SHADY L:ANE	Red Oak to End	Replace Concrete	\$ 40,000	\$ 85,000	3
16	RED OAK	Shady Ln. To Shady Ln. Loop	Replace Concrete	\$ 47,000	\$ 100,000	3
17	RED OAK	Shady Lane to Salem	Replace Concrete	\$ 66,000	\$ 130,000	3
18	SMOKING OAKS RD.	Salem to Morningside	Replace Concrete	\$ 126,000	\$ 260,000	3
19	JEFFERSON PLACE	Lexington	Replace Concrete	\$ 160,000	\$ 320,000	3
20	JEFFERSON PLACE	West Point	Replace Concrete	\$ 37,000	\$ 75,000	3
21	JEFFERSON PLACE	Brandywine	Replace Concrete	\$ 25,000	\$ 50,000	3
22	JEFFERSON PLACE	Bunker Hill	Replace Concrete	\$ 27,000	\$ 54,000	3
23	JEFFERSON PLACE	Yorktown	Replace Concrete	\$ 27,000	\$ 54,000	3
24	SANDSTONE	South of Tucker Creek	Replace Concrete	\$ 90,000	\$ 90,000	3
<b>SUBTOTAL STREET RECONSTRUCTION PROJECTS</b>				<b>\$ 4,320,000</b>	<b>\$ 8,163,000</b>	

**C. NEEDED STREET OVERLAYS:**

				Ward	
1	TJ	Gertrude to Oak Meadows	overlay	\$ 27,000	1
2	QUAIL RUN	add gravel, shape ditches & overlay		\$ 50,000	1
3	SHERMAN OAKS	South of Prince & East of Country Club		\$ 33,000	3
4	BAINBRIDGE DR.	Bainbridge Sub. (870')		\$ 18,000	1
5	KENSINGTON DR.	Bainbridge Sub (3,900')		\$ 72,000	1
6	HEATHER CR.	Rosewood Terrace		\$ 46,000	3
7	ROYAL OAKS / KROOKED KREEK			\$ 50,000	3
8	MILL POND ROAD	321 tp Pauls Ln. (Chip & Seal by County?)		\$ 67,000	4
9	Sanders Dr.	Findley to Outback/ Tractor Supply Drive		\$ 8,000	2
10	Fendley Dr.	East Walmart Entrance to Sanders		\$ 15,000	2
11	Hogan Ln.	Prince to Reedy (Pavement starting to fail)		\$ 140,000	1
12	Main Street	Front to Harkrider with Street Scape Improvements (by city forces)		\$ 100,000	4
13	RED OAK	Shady Ln. To Shady Ln. Loop	Patch Failed Conc, & Overlay	\$ 23,000	3
14	RED OAK	Shady Lane to Salem	Patch Failed Conc, & Overlay	\$ 32,000	3
15	SMOKING OAKS RD.	Salem to Morningside	Patch Failed Conc, & Overlay	\$ 65,000	3
16	JEFFERSON PLACE	Lexington	Patch Failed Conc, & Overlay	\$ 75,000	3
17	JEFFERSON PLACE	West Point	Patch Failed Conc, & Overlay	\$ 20,000	3
18	JEFFERSON PLACE	Brandywine	Patch Failed Conc, & Overlay	\$ 12,000	3
19	JEFFERSON PLACE	Bunker Hill	Patch Failed Conc, & Overlay	\$ 14,000	3
20	JEFFERSON PLACE	Yorktown	Patch Failed Conc, & Overlay	\$ 14,000	3
21	SANDSTONE	South of Tucker Creek	Patch Failed Conc, & Overlay	\$ 45,000	3
<b>TOTAL STREET OVERLAY</b>				<b>\$ 926,000</b>	

**CITY OF CONWAY  
STREET PROJECTS  
FEBRUARY 2011**

**D. Major Street Projects**

1 COLLEGE AVENUE Relocation to Elm Street	Locust to Harkrider	Funded by Pay as You Go	\$	800,000	2011
2 PRINCE STREET Reconstruction	Western to Shady Ln.	Programed Sales Tax Project	\$	4,000,000	2011-2012
3 WESTERN LOOP		Programed Sales Tax Project	\$	5,000,000	2012 - 2013
4 COLLEGE AVENUE RECONSTRUCTION	Salem to Hubbard	Programed Sales Tax Project	\$	1,200,000	2013
5 COLLEGE -COUNTRY CLUB ROUNDABOUT		Programed Sales Tax Project	\$	300,000	2013
6 FARRIS ROAD - Bruce to Oaklawn		Programed Impact Fee Project	\$	800,000	2011
7 McNUTT RD. - OLD MILITARY (Right of Way & Earthwork Only)		Not Funded	\$	1,400,000	2011
8 McNUTT RD. - OLD MILITARY (Curbs, Drainage & Paving)		Not Funded	\$	600,000	2012
9 OLD MILITARY RECONSTRUCTION	Donnell RDG. To New School	Not Funded	\$	1,250,000	2012
10 NUTTER CHAPEL - Green at Nutter Chapel to Old Military		Not Funded	\$	700,000	2012
<b>TOTAL MAJOR STREETS</b>			<b>\$</b>	<b>16,050,000</b>	

**E FUNDS AVAILBLE FOR MAJOR STREET PROJECTS:**

(Funds not obligated by Contract)

		CUMULATIVE PAY AS YOU GO SALES TAX	CUMULATIVE IMPACT FEE	CUMULATIVE TOTAL
End 2010	\$	2,000,000	\$ 600,000	\$ 2,600,000
2011	\$	4,100,000	\$ 1,800,000	\$ 5,900,000
2012	\$	6,400,000	\$ 3,000,000	\$ 9,400,000
2013	\$	9,300,000	\$ 4,200,000	\$ 13,500,000
2014	\$	12,200,000	\$ 5,400,000	\$ 17,600,000



**City of Conway, Arkansas**  
**Ordinance No. O-11-\_\_\_\_\_**

**AN ORDINANCE CLARIFYING PROCEDURES BY WHICH FEES, SURCHARGES AND REVENUES ARE ASSESSED FOR RESIDENTIAL AND COMMERCIAL TRASH PICK-UP; ESTABLISHING THAT ALL FEES, SURCHARGES AND SANITATION REVENUES SHALL BE COLLECTED IN THE AGGREGATE AS ONE REVENUE STREAM; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

**WHEREAS**, the current procedures and methodology for the collection of sanitation service fees have become burdensome and confusing in that several different sanitation fee ordinances set out different requirements for the recording and allocation of sanitation revenues; and

**WHEREAS**, this ordinance is intended to repeal the assessment and collection methodology contained in prior ordinances relating to sanitation fee collection;

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

**SECTION 1:** That the residential sanitation collection fees for residents of the City of Conway (as defined in prior ordinances for homes, apartments, residences, mobile homes and dwelling units) which includes all fees and surcharges currently set out in prior ordinances, including Ordinance No. A-454, as amended; No. O-97-10 as amended; No. O-00-165 as amended and No. O-03-18 as amended, shall be collected in the aggregate as one revenue stream.

**SECTION 2:** That the current commercial sanitation collection fees for each separate retail or wholesale business or commercial establishment, as defined in prior ordinances, including all fees and surcharges currently set out in prior ordinances, including Ordinance No. A-454, as amended; No. O-97-10 as amended; No. O-00-165 as amended and No. O-03-18 as amended shall be collected in the aggregate as one revenue stream.

**SECTION 3:** That the City shall make all necessary budget and accounting entries in order to remit any necessary payments to the Arkansas Department of Environmental Quality or other state entity for state waste disposal pursuant to state law or Ordinance No. O-00-165. Any funds in excess of that which is necessary to make required payments to the State of Arkansas for state waste disposal shall not be restricted and may be payable to the general fund.

**SECTION 4:** That the City shall make all necessary budget and accounting entries in order to remit any necessary payments to the Landfill Closure Trust Account pursuant to state law or Ordinance No. O-03-18. Any funds in excess of that which is necessary to make required payments to the State of Arkansas to the Landfill Closure Trust Account shall not be restricted and may be payable to the general fund.

**SECTION 5:** That the City shall make all necessary budget and accounting entries in order to give effect to Ordinance No. O-00-165 with respect to funding capital improvements. Any funds in excess of that which is necessary to fund capital improvements shall not be restricted and may be payable to the general fund.

**SECTION 6:** All ordinances in conflict herewith are repealed to the extent of the conflict.

**SECTION 7.** 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 22<sup>nd</sup> day of February, 2011.

**Approved:**

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**Mayor Tab Townsell**

**Attest:**

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



**City of Conway, Arkansas**  
**Resolution No. R-11-\_\_\_\_\_**

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

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

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

**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 Mayor to enter into this agreement with ARAMARK EDUCATIONAL SERVICES LLC 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.

**ADOPTED** this 22<sup>nd</sup> day of February, 2011.

**Approved:**

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

**Attest:**

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

**FOOD SERVICES MANAGEMENT AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between **The City of Conway, Arkansas, Parks and Recreation Department** ("Client") and **ARAMARK EDUCATIONAL SERVICES, LLC**, a Delaware limited liability company, having its principal place of business at ARAMARK Tower, 1101 Market Street, Philadelphia, Pennsylvania ("ARAMARK").

**WITNESSETH THAT:**

**1. ENGAGEMENT OF ARAMARK; EFFECTIVE DATE:** Client hereby engages ARAMARK, on an exclusive basis, to provide certain concession services (the "Services") more specifically set forth in this Agreement and on Schedule 1 attached hereto. Such Services are to be performed at such locations as are mutually agreed by Client and ARAMARK. The effective date of this Agreement is February 24, 2011 (the "Effective Date").

**2. DEFINITIONS:** The following words and phrases when used in this Agreement, or any amendment hereto, shall have the meanings given to them in this Paragraph:

**A. "Accounting Periods":** The two (2) Accounting Periods of four (4) weeks each and one (1) Accounting Period of five (5) weeks which occur in each quarter. The September Accounting Period in 2013 shall consist of six (6) weeks.

**B. "Agreement":** This Food Services Management Agreement.

**C. "Cash Net Receipts":** Receipts (both cash and credit card) received by ARAMARK from ARAMARK's cash operations less applicable state and local sales taxes.

**D. "Prime Rate":** The interest rate published in The Wall Street Journal as the base rate on corporate loans posted by at least Seventy-Five Percent (75%) of the thirty (30) largest U.S. banks, such rate to be adjusted on the last day of each Accounting Period.

**E. "Servicewares":** Items used in the serving of food and beverages.

**F. "Small Expendable Equipment":** Items used in the preparation of food such as pots, pans and kitchen utensils.

**3. FACILITIES AND EQUIPMENT:**

**A. Premises:** Client shall make available to ARAMARK suitable facilities, completely equipped and ready to operate, together with such heat, refrigeration, and utilities service as may be reasonably required for the efficient performance of this Agreement (the "Premises"). The Premises shall include rest rooms for ARAMARK's employees.. Client shall have full access to the Premises at all times.

**B. Repair, Replacement and Maintenance:** Client shall furnish building maintenance services for the Premises, shall promptly make all equipment repairs and replacements, and shall be responsible for compliance with all federal, state and local safety and health laws and regulations with respect to the Premises.

**C. Servicewares and Small Expendable Equipment:** Client shall furnish an adequate initial inventory of Servicewares and Small Expendable Equipment. At the commencement of operations hereunder, ARAMARK and Client shall jointly take an opening inventory of such Servicewares and Small Expendable Equipment, a copy of which shall become part of this Agreement. ARAMARK shall maintain such inventory at its expense.

**D. IT System:** ARAMARK shall provide cash registers and credit card machines for both concession facilities.

**E. Hazardous Substances; Pre-Existing Conditions:** ARAMARK has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to Client or others for any exposure of persons or property to, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants (collectively, the "Hazardous Substances") at Client's Premises or their surrounding premises; and such duties have not been included herein. Client will comply with all applicable federal, state, and local laws and regulations, which have been or will be enacted during the Term of this Agreement, regarding such Hazardous Substances on the Premises' premises. Client will inform ARAMARK of the presence of such Hazardous Substances and acknowledges that ARAMARK employees will not be required to work in any location where they could be exposed to such Hazardous Substances. ARAMARK has advised Client that it does not provide or assume any responsibility to monitor or remediate mold, fungi, mildew, indoor air quality or any similar conditions, and that all determinations and corrective actions regarding mold, fungi, mildew, indoor air quality and any similar conditions shall be made by Client or a third party retained by Client. In no case will any ARAMARK employee act in the capacity of a "Designated Person" (within the meaning of the Asbestos Hazard Emergency Response Act, "AHERA"), which duties remain solely with Client.

ARAMARK will not be responsible for any conditions that existed in, on, or upon the Premises before the Effective Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, environmental impairments, and other conditions. Client shall

indemnify and hold harmless ARAMARK, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against any liability related to, or arising out of, any defective condition or the presence of Hazardous Substances or Pre-Existing Conditions on or at the Premises or the claimed or actual release or threatened release or disposal of Hazardous Substances from or at the Premises, to the extent not caused by the willful misconduct or grossly negligent acts or omissions of ARAMARK, its employees or subcontractors, including, without limitation, fines, penalties, clean-up costs, or costs of other environmental remediation measures.

**4. CLEANING RESPONSIBILITIES:**

**A. ARAMARK's Responsibilities:** ARAMARK shall maintain high standards of sanitation and shall be responsible for routine cleaning and housekeeping in the food preparation and service areas (including food service equipment, kitchen floors, hoods and grease filters) at the Premises. ARAMARK will be responsible for removal and disposal of all used cooking oils from the Premises.

**B. Client's Responsibilities:** Client, at its expense, shall provide regular cleaning service for the Premises' walls, windows, floors, light fixtures, draperies and blinds. In addition, Client, at its expense, shall be responsible for routine cleaning of all grease traps, duct work, plenum chambers and roof fans. Client shall be responsible for trash and garbage removal and extermination service.

**5. FOOD SERVICE AND MENUS:** ARAMARK shall manage the Services for Client and Client's students, faculty, staff and guests at such hours and locations as Client and ARAMARK mutually determine. ARAMARK shall submit menus and pricing to such person as Client shall designate at least one (1) week in advance of implementation. ARAMARK will be responsible for operating concessions services whenever games are being played at either the softball or baseball complex.

**6. PERSONNEL:**

**A.** ARAMARK shall provide management and supervisory staff and pay a staff of its employees on duty on Client's premises for the efficient management of the Services. Employees of ARAMARK will be subject to the rules and regulations of Client while on Client's premises.

**B.** ARAMARK shall assign to duty on Client's premises only employees acceptable to Client.

**C.** ARAMARK will offer employment on a fair trial basis to those of the present food service employees Client recommends, but will not be required to retain those who do not meet ARAMARK's standards, nor those in excess of the number required for efficient operation.

**D.** The Client shall indemnify and hold harmless ARAMARK, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against liability arising as a result of any personnel action taken by Client or by ARAMARK at the direction of Client, including but not limited to claims and losses arising from claims or awards of retroactive wages, damages, interest, attorneys' fees and costs, fines and penalties.

ARAMARK agrees to provide Client with prompt written notice of all losses or claims for which it will seek indemnity under this Agreement. ARAMARK agrees not to incur any cost or expense with respect to any loss or claim for which it seeks indemnity under this Section without the Client's prior written approval; provided, however, that the foregoing shall not apply in the event that the Client has in writing rejected, denied or otherwise failed to reasonably and timely respond to the indemnification request with respect to such loss or claim. Each Party agrees to cooperate fully with the other Party in the investigation, defense and settlement of all such losses and claims.

**E.** ARAMARK agrees that no supervisory employees of Client shall be hired by ARAMARK for the term of this Agreement and six (6) months thereafter.

Client acknowledges that ARAMARK has invested considerable amounts of time and money in training its supervisory employees in the systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques and other valuable information which is proprietary and unique to ARAMARK's manner of conducting its business and that such information is available, on a confidential basis, to ARAMARK's supervisory employees. Therefore, Client agrees that supervisory employees of ARAMARK will neither be hired by Client for the term of this Agreement and six (6) months thereafter, nor will Client permit supervisory employees of ARAMARK to be employed on Client's Premises for a period of six (6) months subsequent to the termination of this Agreement (unless such employees were formerly employees of Client). For the purpose of this prohibition, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on Client's Premises at any time during the twelve (12) month period immediately preceding termination of this Agreement.

In addition, Client agrees that if it violates the conditions set forth in the immediately preceding paragraph, then Client shall pay to ARAMARK and ARAMARK shall accept

as liquidated damages and not as a penalty for such breach, an amount equal to two times the annual salary of the ARAMARK supervisory employee hired by Client or allowed to work on Client's premises in violation of the terms of this Agreement.

**F.** ARAMARK shall not discriminate because of race, color, religion, sex, age, national origin, disability, or status as a Vietnam Veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning employees providing the Services. ARAMARK affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations.

**7. HEALTH EXAMINATIONS:** ARAMARK shall cause all of its employees assigned to duty on Client's premises to submit to periodic health examinations as required by law, and shall submit satisfactory evidence of compliance with all health regulations to Client upon request.

**8. PURCHASING:** ARAMARK shall purchase and pay for all food, supplies and services utilized in the Services.

**9. Intentionally deleted.**

**10. LICENSES, PERMITS AND TAXES:** ARAMARK shall obtain all federal, state and local licenses and permits required for the Services, and shall be responsible for all sales, use, excise, state and local business and income taxes attributable to the Services.

**11. INSURANCE:** ARAMARK shall provide workers' compensation insurance as required by law. In addition, ARAMARK shall carry comprehensive general liability insurance, including products, contractual, and broad form vendors' coverage, with minimum limits of at least One Million Dollars (\$1,000,000). ARAMARK shall furnish to Client, upon request, a certificate of insurance indicating that such coverage is in effect. Any insurance coverage that ARAMARK provides for Client and their respective directors, officers and employees shall only cover liability assumed by ARAMARK in this Agreement; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of Client and their respective directors, officers and employees.

Client and ARAMARK waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

ARAMARK's liability shall not under any circumstances exceed the

amount of the actual proceeds of insurance for the applicable claim (including the deductible portion), not to exceed the amount of the limits of insurance required in this Paragraph 11. In no event will either Party be liable to the other Party for any loss of business, business interruption, consequential, special, indirect or punitive damages.

**12. FINANCIAL TERMS:**

**A. Client Responsibilities:** All facilities, equipment and services to be provided by Client under this Agreement shall be at Client's expense.

**B. Cash Operations:** ARAMARK shall retain all cash receipts. ARAMARK shall pay to Client a commission rate utilizing the following schedule:

<u>Revenues(Net Receipts)</u>	<u>Commission</u>
• \$100,000 or less	18%
• Greater than \$100,000	20%

ARAMARK shall provide a weekly Revenue and Commission Statement to Client detailing daily sales per location.

**13. ACCOUNTING: Commission Payment:** Within thirty (30) days after the end of each Accounting Period, ARAMARK will pay to Client the commissions due Client pursuant to Paragraph 12.B.

**14. RENEGOTIATION:** The financial terms set forth in this Agreement and other obligations assumed by ARAMARK hereunder are based on conditions in existence on the date ARAMARK commences operations, including by way of example, labor, food and supply costs; and federal, state and local sales, use and excise taxes. In addition, ARAMARK has relied on representations regarding existing and future conditions made by Client in connection with the negotiation and execution of this Agreement. In the event of a change in the conditions or the inaccuracy or breach of, or the failure to fulfill, any representations by Client, the financial terms and other obligations assumed by ARAMARK shall be renegotiated on a mutually agreeable basis to reflect such change, inaccuracy or breach.

**15. FORCE MAJEURE:** Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this Agreement, except for payments of monies owed, if the party's failure to perform is attributable to war, riot, or other disorder; strike or other work stoppage; fire; flood; or any other act not within the control of the party whose

performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as a "Force Majeure". In the event of a Force Majeure which interferes with the Services, upon request, ARAMARK shall take all reasonable steps to continue to provide service upon terms and conditions satisfactory to ARAMARK and Client.

**16. ACCURATE BOOKS AND RECORDS:** ARAMARK shall maintain accurate books and records in connection with the Services and shall retain such records for a period of two (2) years.

**17. CONFIDENTIAL INFORMATION AND PROPRIETARY MATERIALS:**

**A. Confidential Information:** All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer software programs, including those software programs created by Client based on ARAMARK supplied information, relative to or utilized in ARAMARK's business or the business of any subsidiary or affiliate of ARAMARK, shall be the property of ARAMARK and shall be confidential. Client shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by Client in any manner shall not affect ARAMARK's ownership or the confidential nature of such information. Client shall not photocopy or otherwise duplicate any such materials without the prior written consent of ARAMARK.

**B. Proprietary Materials:** Client agrees that all proprietary computer software, signage, and marketing and promotional literature and material used by ARAMARK in providing services pursuant to this Agreement (the "Proprietary Material") shall remain the property of ARAMARK, notwithstanding the fact that the Client may have been charged for the use of such materials. ARAMARK grants Client a non-exclusive right to use the Proprietary Material for the Term of this Agreement. All patents, copyrights, trade secrets and other proprietary rights in or related to the Proprietary Material are and will remain the exclusive property of ARAMARK, whether or not specifically recognized or perfected. Client will not take any action that jeopardizes ARAMARK's proprietary rights or acquire any rights in the Proprietary Material. Unless otherwise agreed, ARAMARK will own all rights in any copy, modification, adaptation, or derivation of the Proprietary Material, including any improvement or development thereof. Client will obtain, at ARAMARK's request, the execution of any instrument that may be appropriate to assign these rights to ARAMARK or to perfect these rights in ARAMARK's name. Upon the conclusion or other termination of this Agreement, all use of trademarks, service marks, and logos owned by

ARAMARK or licensed to it by third parties shall be discontinued by Client and Client shall immediately return any Proprietary Material to ARAMARK.

**18. NOTICE:** Notices required to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class as follows:

To ARAMARK:

ARAMARK Educational Services, LLC  
ARAMARK Tower  
1101 Market Street  
24<sup>th</sup> Floor  
Philadelphia, PA 19107  
ATTN: President

With a copy to:

ARAMARK Educational Services, LLC  
ARAMARK Tower  
1101 Market Street  
29<sup>th</sup> Floor  
Philadelphia, PA 19107  
ATTN: Vice President and Associate General Counsel

To Client:

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

**19. ENTIRE AGREEMENT AND AMENDMENTS:** This Agreement represents the entire agreement between the parties and supersedes any and all prior agreements. All prior negotiations have been merged into this Agreement, and there are no understandings, representations, or agreements, oral or written, express or implied other than those set forth herein. Obligations of the parties set forth in this Agreement arising out of events occurring during the life of this Agreement shall survive the termination of this Agreement.

The terms of this Agreement may not be changed, modified or amended except by a writing signed by both parties.

**20. WAIVER:** The failure of ARAMARK or Client to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, representations,

covenants or conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of (i) such right or remedy; (ii) the requirement of punctual performance; or (iii) any right or remedy in connection with subsequent breach or default on the part of the other party.

**21. TERMINATION:**

**A.** If at any time during the term of this Agreement, either party considers terminating the Agreement, such party shall give the other party written notice that it is considering such action, which notice shall set forth with sufficient specificity such party's reasons for contemplating termination. During the following thirty (30) day period the parties shall discuss, in good faith, the party's reasons for considering termination in an effort to avoid the need for such action. Following the thirty (30) day discussion period, the party considering termination, if not fully satisfied, may elect to terminate the Agreement by giving the other party sixty (60) days' written notice of its intention to terminate; provided, however, neither party may give notice of its intention to terminate during the first ninety (90) days of operation under this Agreement.

**22. ASSIGNMENT:** Neither Client nor ARAMARK shall assign this Agreement without the prior written consent of the other; provided, however, that either party may assign the Agreement to an Affiliate without the consent of the other party. For purposes of this Agreement, "Affiliate" shall mean a company which controls, is controlled by or is under common control with the assigning party or its ultimate parent company.

**23. Term:** The term of this Agreement shall continue through December 01, 2011, unless otherwise terminated as provided for elsewhere herein. Thereafter, this Agreement may be renewed, upon the mutual written agreement of the parties, annually in terms of one (1) year each, unless otherwise terminated as provided for elsewhere herein."

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.

**City of Conway, Arkansas ("Client")**

By: \_\_\_\_\_  
Tab Townsell  
Mayor

**ARAMARK EDUCATIONAL SERVICES,  
LLC ("ARAMARK")**

By: \_\_\_\_\_  
Vice President

By: \_\_\_\_\_  
Vice President