

Mayor Tab Townsell

City Attorney Michael Murphy

City Clerk/Treasurer Michael O. Garrett



Aldermen

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

City of Conway

5:30pm Committee Meeting – TBA

6:30pm -- Council Meeting

Courtroom in District Court Building

810 Parkway, Conway, AR 72034

April 22nd, 2008

1. Call to Order

2. Roll Call

3. Minutes: April 8th, 2008

4. Recognition of Guests: *Employee Service Awards*

5. Public Hearings:

A. Public hearing to discuss closing of a 15 foot utility easement between 1A & 2A and the 7.5 foot utility easement on the east side of Lot 1A & 2A of Runway Park Subdivision Lot 1 Replat.

1. Ordinance closing the 15 foot utility easement between 1A & 2A and the 7.5 foot utility easement on the east side of Lot 1A & 2A of Runway Park of the Runway Park Subdivision Lot 1 Replat.

6. Report of Standing Committees:

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

1. Consideration of the nomination of Dwayne Young to the Conway Housing Authority Board.
2. Consideration of an agreement with the Arkansas Cooperative Extension Service to provide educational programming in the area of urban horticulture and related community development in the City of Conway.

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

1. Consideration of entering into a yearly agreement with the Faulkner County Solid Waste District for services provided by the Conway Sanitation Dept.

2. Consideration of entering into an agreement with Diamond Ice Company to provide bagged ice to the Conway Parks Department.

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

1. Ordinance appropriating funding for Civil Service expenses related to fire and police testing.
2. Consideration of accepting the request for proposal & entering into with Wittenberg, Delony & Davidson architects for architectural and engineering services for the renovation of the former ADEM building.
3. Ordinance waiving bids for the purchase of two EOD 9A bomb helmets for the Conway Fire Department.
4. Ordinance accepting donated ballistic shield to the Conway Police Department.
5. Ordinance approving items to be retained through court order from the Circuit Court of Faulkner County for the Conway Police Department.
6. Ordinance appropriating funds to the Conway Police Department to purchase one global electric motorcar for the Parking Enforcement Officer.

7. Old Business

8. New Business

- A. Ordinance authorizing the City to purchase through U.S. Communities for the purpose of furnishing and equipment for the New Police Facilities.
- B. Ordinance amending Ordinance O-05-50 adding newly created boards to the Blue Ribbon Commission recommendations.

Adjournment



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

**AN ORDINANCE CLOSING THE 15' UTILITY EASEMENT BETWEEN LOT'S 1A AND 2A RUNWAY PARK
SUBDIVISION LOT 1 REPLAT AS FILED IN PLAT BOOK J PAGE 60 & ALSO THE 7.5' UTILITY EASEMENT ON THE
EAST SIDE OF SAID LOTS;DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES;**

WHEREAS, a petition was duly filed with the City Council of the City of Conway, Arkansas on the 22nd day of April, 2008 asking the City Council to vacate and abandon a portion of the easement listed above.

WHEREAS, after due notice as required by law, the council has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question and has ascertained that the easement or the portion thereof, hereinbefore described, has heretofore been dedicated to the public use as a easement herein described; has not been actually used by the public generally for a period of at least five (5) years subsequent to the filing of the plat; that all the owners of the property abutting upon the portion of the easement to be vacated have filed with the council their written consent to the abandonment; and that public interest and welfare will not be adversely affected by the abandonment of the easement

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

Section 1. The City of Conway, Arkansas releases, vacates, and abandons all its rights, together with the rights of the public generally, in and to the designated easements as follows:

**THE 15' UTILITY EASEMENT BETWEEN LOT'S 1A AND 2A RUNWAY PARK
SUBDIVISION LOT 1 REPLAT AS FILED IN PLAT BOOK J PAGE 60 & ALSO THE
7.5' UTILITY EASEMENT ON THE EAST SIDE OF SAID LOTS.**

**With the following exceptions listed, Conway Corporation : all other utility easements shown on
Lots 1A & 2A of Runway Park Subdivision Lot 1 Replat are being, or will be, utilized and should
remain as recorded. Centerpoint Energy & AT&T listed no objections.**

Section 2 This ordinance is necessary for the protection of the public peace, health and safety; an emergency is hereby declared for exist, and this ordinance shall be in full force and effect from and after its passage and approval.

Section 3. A copy of the ordinance duly certified by the city clerk shall be filed in the office of the recorder of the county and recorded in the deed records of the county.

Passed this 22nd day of April, 2008.

Approved:

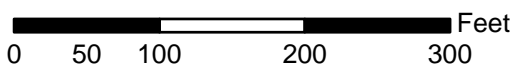
Mayor Tab Townsell




Attest:

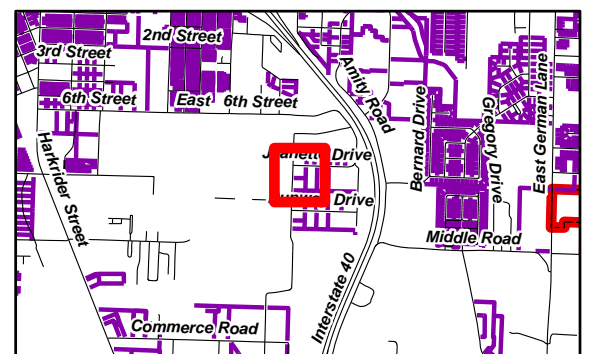
**Michael O. Garrett
City Clerk/Treasurer**



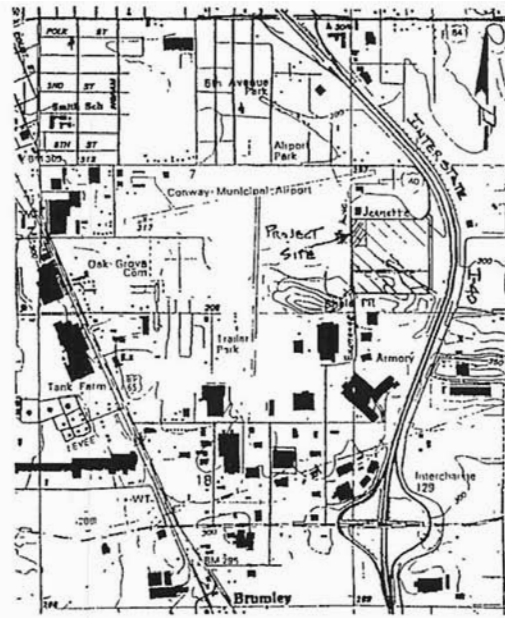
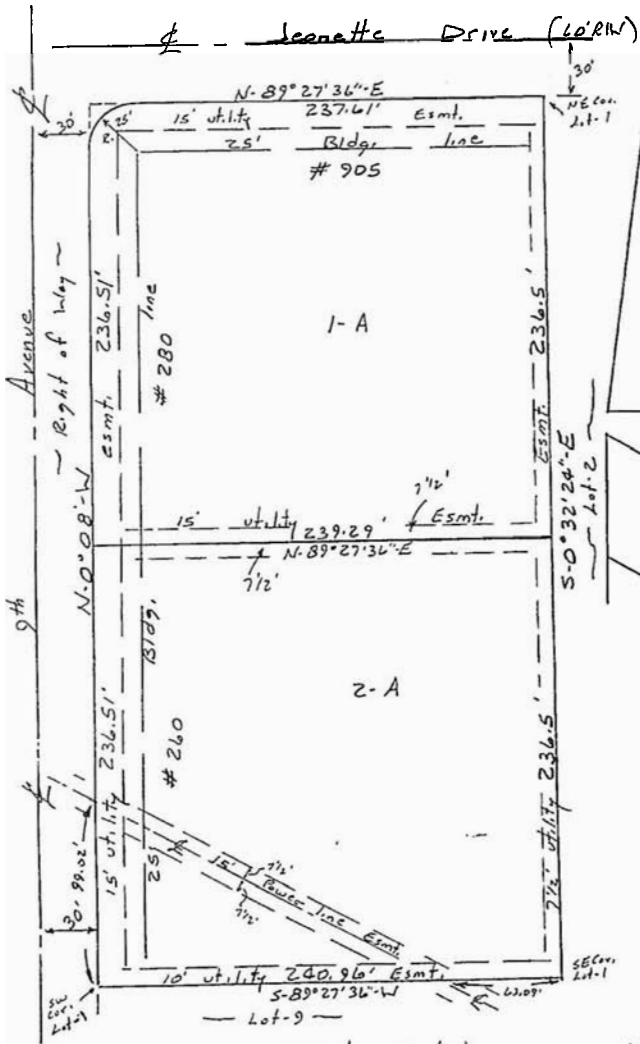
Ordinance closing utility easements in Runway Park Subdivision



-  Streets
-  Closed Easements
-  Lot Lines



Vicinity Map (Scale: 1"=2000')



Property Zoned: I-3
Water & Sewer: Conway Corp.

CERTIFICATE OF RECORD
STATE OF ARKANSAS }
COUNTY OF FAULKNER } 55
I, SHARON RIMMER, Circuit Clerk and Ex-Officio Recorder for the County and State aforesaid, do hereby certify that the foregoing instrument of writing was filed for record in my office on this 4th day of April, 1998, and certify thereon in accordance with the provisions of the Act in this behalf enacted, and I have thereupon received and affixed the seal of said Court.



Runway Park Subdivision, Lot-1, Replat.

Being a replat of Lot-1, Runway Park Subdivision, City of Conway, Arkansas, Recorded in Plat Book J, Page 26, Plat Records of Faulkner County, Arkansas, 2.60 Acres (±)

CERTIFICATE OF ACCURACY

I, James E. Ross, hereby certify that this plat correctly represents a survey made by me or under my supervision; that all monuments shown hereon actually exist and their location, size, type and material are correctly shown.

3-27-1998
Date of Execution

James E. Ross
Registered Land Surveyor
No. 750, Arkansas

CERTIFICATE OF OWNER

We the undersigned, owners of the real estate shown and described herein do hereby certify that we have laid off, plotted and subdivided, and do hereby lay off, plot and subdivide the real estate in accordance with the within plat, and do hereby dedicate to the use of the public the (streets, drives, alleys, etc.) as shown on said plat.

4-9-1998
Date of Execution

David C. Shell
Name
Address Conway

Source of Title:
D. N. 633, Page 675

Name
Address

Pursuant to the Conway Subdivision Regulations, this document was given approval by the Planning Director of the City of Conway. All conditions of approval having been completed, this document is hereby accepted and this certificate executed under the authority of such regulations.

Date of execution: 4-9-98

Tan Pickett
Asst. Planning Director

FILED FOR RECORD
Date 4-9-98
at 2:00 o'clock P.M.
SHARON RIMMER, CLERK
By [Signature] D.C.

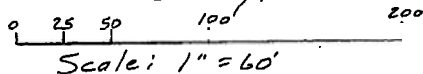
CERTIFICATE OF RECORDING

This document, Number 19, in Plat Book J, filed for record 4-9-98, page 109.

(Signed) [Signature]
Sharon Rimmer, Clerk

For Bill of Assurance, see Dead Record Book _____, page _____.

Owner: Tilk Inc.
Conway, Ar.





April 3, 2008

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

Re: Closure of utility easements shown on the Final Plat Runway Park Subdivision
Lot 1 Replat, as filed in Plat Book J, Page # 60, in the Faulkner County
Courthouse, in Faulkner County, Arkansas.

Dear Mayor Townsell:

Conway Corporation does not use, nor plan on using, the following easements on
Lots 1A & 2A of Runway Park Subdivision Lot 1 Replat:

1. The 15 foot utility easement between Lots 1A & 2A.
2. The 7.5 foot Utility easement on the East side of Lots 1A & 2A.
3. The 15 foot Power Line easement running southeast across Lot 2A.

All other utility easements shown on Lots 1A & 2A of Runway Park Subdivision
Lot 1 Replat are being, or will be, utilized and should remain as recorded.

If you have any questions, please let me know.

Respectfully yours,

CONWAY CORPORATION

Leslie Guffey
Engineering & Planning

cc: CAPS



CenterPoint Energy
817 North Creek Drive, Conway, AR 72032
501-377-4791, 501-336-8372 (fax)

Date: 04/02/08

Attention:

Central Arkansas Professional Surveying,
Conway City Planning Department,
Honorable Tab Townsell - Mayor of Conway

Subject:

Easement Closing:
Utility Easement Access between Lots 1A & 2A, Runway Park
Subdivision, Lot 1 Replat, Conway, AR

CenterPoint Energy has no conflict with the 15 ft. utility closing described as being
15' UTILITY EASEMENT BETWEEN LOT'S 1A AND 2A RUNWAY PARK
SUBDIVISION LOT 1 REPLAT AS FILED IN PLAT BOOK J PAGE 60. ALSO THE 7.5'
UTILITY EASEMENT ON THE EAST SIDE OF SAID LOTS. ALSO, THE 15'
POWERLINE EASEMENT RUNNING SOUTHEAST ACROSS LOT 2-A.

CenterPoint Energy has no natural gas facilities along this portion of the proposed
easement closing.

See attached drawings.

Sincerely,

David Avra

David Avra, Marketing Consultant
CenterPoint Energy, Conway, AR



Lynda Palmer
Manager-Engineering (ROW)
Right-of-Way & Joint Use Poles

AT&T Arkansas
1111 West Capital
Room 941
Little Rock, AR 72201

T: 501.373.5255
F: 501.373.0229
lynda.palmer@att.com

April 8, 2008

Central Arkansas Professional Surveying
Attn: Starla Wood
1000 Front Street
Conway, AR 72032

Dear Ms. Wood:

RE: easement releases – Runway Park Subdivision - Conway

Please find enclosed AT&T's concurrence in your request to the above mentioned utility easement vacation.

This concurrence must be recorded at the Faulkner County Courthouse in the office of the circuit clerk to be complete and legal. I would appreciate you returning a copy of the document to me at the above address for my files.

If you have any questions or comments, please call me at 501-373-5255.

Sincerely,

attachments



**CONCURRENCE TO VACATE
DEDICATED UTILITY EASEMENTS**

BE IT KNOWN BY THESE PRESENTS that Southwestern Bell Telephone Company, d.b.a. AT&T Arkansas, hereby concurs in the release of its interest in two dedicated utility easements located in the City of Conway, Faulkner County, Arkansas, to-wit:

All that part of a fifteen foot (15') dedicated utility easement between Lots 1A and 2A of Runway Park Subdivision Lot 1 replat as filed in Plat Book "J" at Page 60; also, the seven and one-half foot (7 1/2') dedicated utility easement on the east side of the aforesaid lots.

Signed and executed this 9th day of April, 2008.

By: *F. Jean Davis*
F. Jean Davis
Director-Engineering/Construction

CORPORATE ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF PULASKI

On this the ____ day of April, 2008, before me, the undersigned authority, duly commissioned and qualified in and for the state and county set forth above, personally came and appeared F. Jean Davis, who, after being duly sworn, declared that he is the Director-Engineering/Construction for Southwestern Bell Telephone Company, d.b.a. AT&T Arkansas, and that he executed the foregoing instrument as the act and deed of said company of his own free will and for the purposes and considerations therein expressed and with due authority.

witness whereof I hereunto set my hand and official seal.



Lynda E. Sommerfeldt Palmer
Lynda E. Sommerfeldt Palmer
Notary Public in & for Faulkner Co.,
My commission expires August 10, 2011

PREPARED BY GRANTEE: AT&T Arkansas, 1111 West Capitol, Rm. 941, Little Rock, AR 72201 (501-373-5255)



Housing Authority of the City of Conway

MARY ANN BOYD
Executive Director

March 25, 2008

Honorable Mayor Townsell
City Council of the City of Conway
1201 Oak Street
Conway, AR 72032

Dear Sirs/Madam:

Commissioner Donald Huff moved and resigned from the Board and the Board has conducted a search for an individual who is a resident, to serve.

At the regular meeting on March 24th, the Board recommended Mr. Dwayne Young, a resident of Conway Housing Authority.

The Board requests the approval of the City Council as to this appointment.

Sincerely,

A handwritten signature in black ink that reads "Mary A. Boyd". The signature is fluid and cursive.

Mary A. Boyd
Executive Director

MB:nph

MEMORANDUM OF AGREEMENT
BETWEEN
BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS, ACTING FOR AND ON
BEHALF OF THE UNIVERSITY OF ARKANSAS COOPERATIVE EXTENSION SERVICE
AND
City of Conway

Relative to: Horticulture Program Funding

This agreement is entered into this first day of January 2008, by and between the Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas Cooperative Extension Service (hereinafter referred to as UACES) and City of Conway (hereinafter referred to as City).

PURPOSE: The purpose of this agreement is to establish the terms of UACES to provide educational programming in the City of Conway. Educational priorities and activities are planned with the input of the County Extension Council and are offered at locations and times appropriate to meet the needs of the citizens who receive them. In return, the City agrees to pay an annual appropriation for the programs delivered.

A. UACES agrees to:

Provide educational programming in the area of Urban Horticulture; related community and leadership development and related 4-H youth development.

- Maintain a staff necessary to fulfill the programming efforts in the City of Conway, as requested by the City in agreement with Uniform Funding.

B. City of Conway Government agrees to:

- Pay an assessment of \$ 25,000.00 for educational programming.
- Payment in four equal installments, as invoiced, due on or before the last working day of March, June, September and December.

C. In the event a vacancy occurs in a funded position, UACES will attempt to fill the vacancy in a timely manner. However, any carryover funds as a result of a vacancy will be retained in a UACES account for use in support of this City program.

D. This agreement shall remain in effect through December 31, 2008.

E. This agreement may be terminated by either party at any time by providing written notice to the other party within 30-days advance notice. Amounts due or paid by the City will be pro-rated, thus allowing for payment only for the time period in which the contract was in place.

F. Signatures

City of Conway

Tab Townsell
City of Conway Mayor

Date

**BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS,
acting for and on behalf of THE UNIVERSITY OF ARKANSAS
COOPERATIVE EXTENSION SERVICE**

Ivory W. Lyles
Associate Vice President for
Agriculture – Extension

Date

Reviewed by:



Michael Hamilton
Ozark District Director

3-25-08
Date

Bill Dodgen
Faulkner County Staff Chair

Date

Agreement

This Agreement is entered into on this ____ day of April of 2008, by and between City of Conway Sanitation Department whose mailing address is P.O. Box 915 Conway, AR 72033 and Faulkner County Solid Waste Management District whose mailing address is P.O. Box 1857 Conway, AR 72033.

In consideration of the mutual promises set forth hereunder, the sufficiency of which is hereby acknowledged, City of Conway Sanitation Department and Faulkner County Solid Waste Management District agree to the following:

The City of Conway Sanitation Department shall deliver containers of specified number(s) to specified location(s) prior to or at specific time(s) so long as 14 days prior notification has been given.

City of Conway Sanitation Department will collect the container(s) and dispose of contents in accordance to the laws of the State of Arkansas. All charges made to the Faulkner County Waste District by the City of Conway Sanitation Department will include reimbursement for employee labor, applicable tipping fees, equipment use and all costs associated with delivery, collection and disposal of contents of container(s). All charges will remain within the laws of the State of Arkansas and made public upon request.

The Faulkner County Solid Waste District agrees to use the container in the manner in which it is intended, and not permit liquids, green wastes, hazardous wastes, electronic wastes, recyclable wastes or any materials that may be harmful to human health, welfare of the landfill, or the environment enter any container(s). Faulkner County Solid Waste District also agrees containers will not be altered or defaced while in use, less they incur expenditures derived from such actions not to exceed the current replacement cost.

The City of Conway Sanitation Department reserves the right to refuse any portion or all debris deemed unacceptable for disposal or processing in accordance with ADEQ regulations. In such an event, the Faulkner County Solid Waste District shall be responsible for fees or penalties associated with the occurrence and the City of Conway Sanitation Department held without contempt.

The City of Conway Sanitation Department or the Faulkner County Solid Waste District may terminate this agreement at any time for any reason including but not limited to; emergency situations, hazardous conditions caused by the container or valid complaint. Faulkner County Solid Waste District will be solely responsible for the contents of the container while in it is in its possession and all costs incurred by Conway Sanitation Department pertaining to the proper clean-up and disposal of legal, illegal or unacceptable materials brought forth for disposal at the City of Conway Landfill.

The Faulkner County Solid Waste District and the City of Conway Sanitation Department agree that "Special Handled Waste" issues will be evaluated and action taken only on a case by case basis.

If any part of this Agreement is held unenforceable for any reason, the remaining portion of this Agreement shall remain in full force and effect, and shall be carried out in a manner consistent with the intentions of the parties hereto.

In the event of any dispute or legal action between the parties concerning the enforcement or interpretation of the Agreement, each party shall be responsible for their own attorney fees.

This Agreement entered into on this ___ day of _____, 2008, expiring on the 31st day of December, 2008 in the City of Conway, County of Faulkner, and State of Arkansas.

_____ _/__/2008

Tab Townsell, Mayor
City of Conway

_____ _/__/2008

Preston Scroggin, Chairman
Faulkner County Solid Waste Management District

AGREEMENT

This Agreement is entered into this _____ day of _____, 2008, between the Diamond Ice Company of Arkansas, Inc. (hereinafter, "Diamond Ice") and the City of Conway (hereinafter, "Conway").

INTRODUCTORY STATEMENT

The purpose of this Agreement and the intent of the parties hereto is to set forth the terms and conditions under which Diamond Ice will provide certain goods and services to the City for use by its Parks & Recreation Department (hereinafter, "Parks Department").

RECITALS

WHEREAS, Conway is a city of the first class organized under the laws of the State of Arkansas; and

WHEREAS, Diamond Ice is a duly incorporated business organized under the laws the State of Arkansas; and

WHEREAS, Conway and Parks Department desire bagged ice be available at the First State Soccer Park; and

WHEREAS, Parks Department does not have the capabilities to make bagged ice available in the quantities it suspects will be demanded; and

WHEREAS, Conway at the April 22nd, 2008 meeting of its City Council, waived bids and declared Diamond Ice to be a sole source vendor for the provision of bagged ice in Conway.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sums set forth herein, the mutual covenants of the parties, and other good and valuable consideration, the parties agree as follows:

1. Diamond Ice shall:
 - a. Provide and deliver an ice merchandiser for use by Conway at a location to be determined by Parks Department;
 - b. Retain sole ownership of said merchandiser;
 - c. Keep said merchandiser in good, working order;

- d. Keep said merchandiser well stocked with bagged ice during the weeks requested by Parks Department;
 - e. Submit to Conway an invoice for ice delivered to said merchandiser **(a)** at the end of every month ~~–or–~~ **(b)** for each delivery;
 - f. Provide a credit to Conway for any bag of ice rendered not salable by any malfunction of said merchandiser on any subsequent invoice to Conway; and
 - g. Indemnify, hold harmless, and defend Conway, to the fullest extent permitted by law, from any claims, damages, losses, costs, and expenses (including attorneys' fees and other litigation costs) which arise in connection with the ice covered by this Agreement, except for Conway's sole negligence.
2. Conway shall:
- a. Pay \$0.75 per bag of ice delivered by Diamond Ice;
 - b. [Refrain from remitting payment for any bag of ice rendered not salable by any malfunction of the ice merchandiser; and] – not entirely needed.
 - c. Supply any utility service required to operate said merchandiser;
 - d. Hold Diamond Ice harmless for the loss of any bag of ice rendered not salable by the termination, interruption, or suspension of utility service to said merchandiser; and
3. This Agreement shall terminate one (1) year after its execution.
4. This Agreement represents the entire understanding of the parties and all prior negotiations, discussions and representations are merged and incorporated herein. It may not be altered, amended or modified in any respect except by written instrument signed by the party to be bound, and shall be construed in accordance with the laws of the State of Arkansas. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, but all of such counterparts shall constitute one and the same instrument. The captions of the paragraphs hereof are for convenience only, and shall not be deemed a part of, or control, or alter, the text of this Agreement.

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

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first above written.

CITY OF CONWAY/CONWAY PARKS & RECREATION DEPARTMENT

BY: _____

MAYOR TAB TOWNSELL

DIAMOND ICE COMPANY OF ARKANSAS, INC.

BY: _____

TRAVIS WEAVER, PRESIDENT

ACKNOWLEDGMENT

STATE OF ARKANSAS)

) ss

COUNTY OF FAULKNER)

On this day, personally appeared before me Tab Townsell, Mayor of the City of Conway, known to me to be the person whose name is subscribed to the within instrument and he, as Mayor of the City of Conway, executed the same for the purposes therein contained.

Witness my hand and official seal this _____ day of _____, 2008.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

/ /

ACKNOWLEDGMENT

STATE OF ARKANSAS)

) ss

COUNTY OF FAULKNER)

On this day, personally appeared before me Travis Weaver of Diamond Ice Company of Arkansas, Inc., known to me to be the person whose name is subscribed to the within instrument and he, as such officer, executed the same for the purposes therein contained.

Witness my hand and official seal this _____ day of _____, 2008.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

/ /



City of Conway, Arkansas
Ordinance No. O-08- _____

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

WHEREAS, the City of Conway has a need to pay for expenses related to the Civil Service Commission testing; specialty advertising to reach minority candidates for entry level fire fighter and police officer testing at a cost of \$1,200.00; written examinations for the fire department entry level and promotional testing at a cost of \$2,200; and publication of the legal notice for Civil Service Commission nominations in the newspaper in the amount of \$70.00; for which funding has not previously been provided;

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

SECTION 1. The City of Conway shall appropriate \$3,470.00 from the General Fund Balance Appropriation Account (01.990), for specialty advertising, written examinations and publication of legal notice for Conway Civil Service Commission nominations. Funds should be appropriated into the General Fund Civil Service operating account (01.106.296).

SECTION 2. This ordinance is necessary for the protection of the public peace, health and safety and an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

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

PASSED this 22nd day of April, 2008.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



April 7, 2008

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

RE: Renovation AOEf Building

Dear Tab:

I met this past Friday with Mark Ledbetter and others to look at the building and the plans that are being proposed for a new fire station. I think this project will offer some unique challenges.

We would propose to provide basic Architectural and Engineering services based on the Arkansas Building Authority Fee Schedule for remodeling projects at 8 1/2 % of the building construction cost. Further we propose to do this on an hourly basis, not to exceed the 8 1/2 % of the building construction costs.

In addition to this fee, there will be some civil engineering required. Once we can determine the scope, we will get you a proposal on that. We will plan to use McClelland Engineers for this work. Additionally, there will be reimbursable expenses of a survey, soil boring, and printing and reproduction costs.

This all falls within the normal fee structure accepted by the State of Arkansas for their work.

Enclosed you will find a rough draft of a proposal. If you will drop me an e-mail or phone call advising that this proposal is acceptable, we will get to work right away before the contract is signed. We would like the opportunity to meet again with the Fire Staff to review issues related to site layouts and planning.

We look forward to the opportunity to work with you and your staff again.

Respectfully,

WITTENBERG, DELONY & DAVIDSON, INC.

A handwritten signature in black ink, appearing to read 'Jo'.

Thomas R. Adams, AIA
President

Jh

cc: Chief Mark Ledbetter

Encl.

400 W. CAPITOL AVENUE, SUITE 1800
LITTLE ROCK, AR 72201-4806

501/376-6681
501/376-0231 FAX



Date: April 7, 2008

WITTENBERG, DELONY & DAVIDSON, INC.
HOURLY RATE SCHEDULE

<u>Level of Personnel</u>	<u>Hourly Rate</u>
President	\$ 215.00
Sr. Principal	175.00
Principal	160.00
Designer/Principal	135.00
Sr. Associate/Architect	110.00
Contract Administrator	100.00
Associate	95.00
Architect	85.00
Architect Intern	70.00
Contract Coordinator	65.00
Interior Designer	65.00
Clerical	55.00

DRAFT AIA® Document B151™ - 1997

Abbreviated Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the [] day of [] in the year
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

City of Conway
City Hall
1201 Oak Street
Conway, Arkansas 72032

and the Architect:
(Name, address and other information)

Wittenberg, Delony & Davidson, Inc.
400 West Capitol Avenue, Suite 1800
Little Rock, Arkansas 72201

For the following Project:
(Include detailed description of Project)

RENOVATION AND ADDITION TO THE FORMER
ARKANSAS OFFICE OF EMERGENCY SERVICES
Located on Highway 286
Conway, Arkansas
Project to include renovation of approximately 2600 square feet of the existing AOES
building plus addition of a 3 bay apparatus room for use by the Conway Fire
Department.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Articles 2, 3 and 12.

§ 1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 1.3 The Architect shall designate a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 The services covered by this Agreement are subject to the time limitations contained in Section 11.5.1.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 DEFINITION

The Architect's Basic Services consist of those described in Sections 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

§ 2.2 SCHEMATIC DESIGN PHASE

§ 2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

§ 2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Section 5.2.1.

§ 2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

§ 2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

§ 2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.

§ 2.3 DESIGN DEVELOPMENT PHASE

§ 2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

§ 2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

§ 2.4 CONSTRUCTION DOCUMENTS PHASE

§ 2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

§ 2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

§ 2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

§ 2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 2.5 BIDDING OR NEGOTIATION PHASE

The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

§ 2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

§ 2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

§ 2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 2.6.3 Duties, responsibilities and limitations of authority of the Architect under this Section 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

§ 2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.6.5 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 12, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 2.6.6 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

§ 2.6.8 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 2.6.9 CERTIFICATES FOR PAYMENT

§ 2.6.9.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

§ 2.6.9.2 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 2.6.9.3 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.10 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 2.6.11 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.12 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Sections 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

§ 2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the

Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

§ 2.6.17 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.18 The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Section 2.6.17, shall be subject to mediation and arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 GENERAL

§ 3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Sections 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Section 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

§ 3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

§ 3.2.1 If more extensive representation at the site than is described in Section 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

§ 3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

§ 3.2.3 Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

§ 3.3 CONTINGENT ADDITIONAL SERVICES

§ 3.3.1 Making revisions in drawings, specifications or other documents when such revisions are:

- .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

§ 3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Section 5.2.5.

§ 3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

§ 3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

§ 3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

§ 3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

§ 3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

§ 3.3.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.

§ 3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

§ 3.4 OPTIONAL ADDITIONAL SERVICES

§ 3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project

§ 3.4.2 Providing financial feasibility or other special studies.

§ 3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

§ 3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

§ 3.4.5 Providing services relative to future facilities, systems and equipment.

§ 3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

§ 3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

§ 3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

§ 3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

§ 3.4.10 Providing detailed estimates of Construction Cost.

§ 3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

§ 3.4.12 Providing analyses of owning and operating costs.

§ 3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

§ 3.4.14 Providing services for planning tenant or rental spaces.

§ 3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

§ 3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

§ 3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

§ 3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

§ 3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

§ 3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 4.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

§ 4.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 4.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.5 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

§ 4.6 The Owner shall furnish the services of consultants other than those designated in Section 4.5 when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 4.7 The Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

§ 4.8 The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

§ 4.9 The services, information, surveys and reports required by Sections 4.4 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

§ 4.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 5 CONSTRUCTION COST

§ 5.1 DEFINITION

§ 5.1.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 5.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner as provided in Article 4.

§ 5.2 RESPONSIBILITY FOR CONSTRUCTION COST

§ 5.2.1 Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

§ 5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

§ 5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

§ 5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Section 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

§ 5.2.5 If the Owner chooses to proceed under Section 5.2.4.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the

fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the Owner shall be the limit of the Architect's responsibility under this Section 5.2.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

§ 6.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

§ 6.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 6.3 Except for the licenses granted in Section 6.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 6.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 6.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

ARTICLE 7 DISPUTE RESOLUTION

§ 7.1 MEDIATION

§ 7.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

§ 7.1.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in

advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 7.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 7.2 ARBITRATION

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 7.1.

§ 7.2.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

§ 7.2.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

§ 7.2.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 7.2.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 7.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8.

ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 8.7.

§ 8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Article 12.

§ 9.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

§ 9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

§ 9.4 To the extent damages are covered by property insurance during construction, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 9.6 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 9.9 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 9.10 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

ARTICLE 10 PAYMENTS TO THE ARCHITECT

§ 10.1 DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 10.2 REIMBURSABLE EXPENSES

§ 10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 renderings, models and mock-ups requested by the Owner;
- .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .7 reimbursable expenses as designated in Article 12;
- .8 other similar direct Project-related expenditures.

§ 10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

§ 10.3.1 An initial payment as set forth in Section 11.1 is the minimum payment under this Agreement.

§ 10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Section 11.2.2.

§ 10.3.3 If and to the extent that the time initially established in Section 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Section 11.3.2.

§ 10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

§ 10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

§ 10.5 PAYMENTS WITHHELD

No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

§ 10.6 ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

§ 11.1 An Initial Payment of zero (\$ 0) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

§ 11.2 BASIC COMPENSATION

§ 11.2.1 For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

Hourly based on attached hourly rate schedule not to exceed 8 1/2 % of the building renovation additional construction cost.

§ 11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(Insert additional phases as appropriate.)

Schematic Design Phase:		percent (%)
Design Development Phase:		percent (%)
Construction Documents Phase:		percent (%)
Bidding or Negotiation Phase:		percent (%)
Construction Phase:		percent (%)
Total Basic Compensation	one hundred	percent (100.00	%)

§ 11.3 COMPENSATION FOR ADDITIONAL SERVICES

§ 11.3.1 For Project Representation Beyond Basic Services, as described in Section 3.2, compensation shall be computed as follows:

Hourly based on attached rate schedule.

§ 11.3.2 For Additional Services of the Architect, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Section 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

Hourly per attached rate schedule.

§ 11.3.3 For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services and those provided under Section 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of one and one-tenth (1.1) times the amounts billed to the Architect for such services. *(Identify specific types of consultants in Article 12, if required.)*

§ 11.4 REIMBURSABLE EXPENSES

For Reimbursable Expenses, as described in Section 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of one and one-tenth (1.1) times the expenses incurred by the Architect, the Architect's employees and consultants directly related to the Project.

§ 11.5 ADDITIONAL PROVISIONS

§ 11.5.1 If the Basic Services covered by this Agreement have not been completed within () months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Sections ~~10.3.3 and 11.3.2~~. ~~Hourly per attached rate schedule.~~

§ 11.5.2 ~~Payments are due and payable () days from the date of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of interest agreed upon.)~~

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 11.5.3 The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of the Architect.

ARTICLE 12 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

12.1 Soils, testing, environmental assessment, Civil Engineers and landscape design are not included in the basic fee.



This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

Tab Townsell, Mayor
City of Conway

(Printed name and title)

(Signature)

Thomas R. Adams, AIA, President
Wittenberg, Delony & Davidson, Inc.

(Printed name and title)



City of Conway, Arkansas
Ordinance No. O-08- _____

AN ORDINANCE WAIVING BIDS FOR PURCHASE OF TWO EOD 9A BOMB HELMETS FOR THE CONWAY FIRE DEPARTMENT; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES;

WHEREAS, the City of Conway Fire Department has a need for two new bomb helmets and has located a single source for the product; and

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

Section 1. The City of Conway shall waive the requirements for obtaining competitive bids for the purchase of two EOD 9A Bomb Helmets and shall utilize Med Eng as a single source vendor.

Section 2. This ordinance is necessary for the protection of the public peace, health and safety; an emergency is hereby declared for exist, and this ordinance shall be in full force and effect from and after its passage and approval.

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

PASSED this 22nd day of April, 2008.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



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

AN ORDINANCE ACCEPTING DONATED BALLISTIC SHIELD TO THE CONWAY POLICE DEPARTMENT; AND FOR OTHER PURPOSES

WHEREAS, the Conway Police Department received a 40" x 24" Ballistic Shield as a donation from the United States Postal Inspection Services for its use and;

WHEREAS, the Conway Police Department would like to utilize the Ballistic Shield for the purposes of the SWAT team.

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

Section 1. The City of Conway shall accept the asset outlined below:

40" x 24" Pro Tech Armored Ballistic Shield S# 9108E1103, Value \$2000.00

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

PASSED this 22nd day of April, 2008.

APPROVED:

Mayor Tab Townsell

ATTEST:

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



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

**AN ORDINANCE APPROVING ITEMS TO BE RETAINED THROUGH COURT ORDER AND
RETAINED BY THE CONWAY POLICE DEPARTMENT; AND FOR OTHER PURPOSES**

WHEREAS, the Circuit Court of Faulkner County has granted a court order awarding that specific items be retained by the Conway Police Department as enumerated on the attached list.

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

Section 1. The Conway Police Department shall accept the order to retain the outlined items on the attached listing through court order by the Circuit Court of Faulkner County for the use of the Conway Police Departments having a stated value of \$1550.00

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

PASSED this 22nd day of April, 2008.

APPROVED:

Mayor Tab Townsell

ATTEST:

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



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

**AN ORDINANCE APPROPRIATING FUNDS TO THE CONWAY POLICE DEPARTMENT TO
PURCHASE ONE GLOBAL ELECTRIC MOTORCAR FOR THE PARKING ENFORCEMENT OFFICER;
DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES**

WHEREAS, the Conway Police Department would like to purchase a Global Electric Motorcar vehicle, Model GEM2 black & white 2 passenger 1850lb. from GEM Bob Hoss Dodge for the downtown Parking Enforcement Officer;

WHEREAS, the funding for this purchase has not been previously appropriated by Council.

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

SECTION 1. The City of Conway shall appropriate \$9869.00 from the (01.990) General Fund Reserve to the following Conway Police Department 01.113.931 – Capital Vehicles account

Section 2. This ordinance is necessary for the protection of the public peace, health and safety; an emergency is hereby declared for exist, and this ordinance shall be in full force and effect from and after its passage and approval.

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

PASSED this 22nd day of April, 2008.

APPROVED:

Mayor Tab Townsell

ATTEST:

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



City of Conway, Arkansas
Ordinance No. O-08-_____

AN ORDINANCE AUTHORIZING THE CITY TO PURCHASE THROUGH U. S. COMMUNITIES FOR THE PURPOSE OF FURNISHING AND PURCHASING EQUIPMENT FOR THE NEW POLICE FACILITY AND FOR OTHER PURPOSES.

WHEREAS, the City is in need of equipment and furnishings for the new police facility, which is being constructed and furnished through the 2006 Sales and Use Tax Bonds; and

WHEREAS, U.S. Communities Government Purchasing Alliance (U.S. Communities), a division of U.S. Communities Public Services Alliance was designed in cooperation with an Advisory Board of local and state government purchasing officials and is jointly sponsored by the Association of School Business Officials International (ASBO), the National Association of Counties (NACo), the National Institute of Governmental Purchasing (NIGP), the National League of Cities (NLC), and the United States Conference of Mayors (USCM). U.S. Communities provides a national purchasing forum for local and state government agencies, school districts (K-12), higher education and non-profits nationwide by pooling the purchasing power of over 87,000 public agencies.

WHEREAS, the City believes that substantial savings on the purchase cost of said furnishings and equipment can be gained through purchasing equipment through the U. S. Communities vendor sources which will provide the City with the opportunity to participate in volume purchasing and volume discounts; and

WHEREAS, at the April 8, 2008 meeting of City Council, the City Council of the City of Conway authorized the purchase of filing equipment from a U S Communities supplied vendor at a substantial discount over other vendor prices. The City finds that the use of cooperative purchasing on additional items will result in significant savings in the expenditure of public funds and is therefore in the public interest;

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

SECTION 1: The City Council of the City of Conway hereby authorizes the Mayor to enter into Purchase Agreements with vendors associated with U. S. Communities as needed for the purchase of equipment and furnishings for the new police facility and for other City purchases during 2008 if such is economically beneficial when total cost is compared to total cost of like goods and services offered through State contract pricing.

SECTION 2. The City Council of the City of Conway hereby waives the requirement for competitive bids for the purchase of a filing system to be purchased for the new police facility and for additional equipment and furnishings to be identified and approved for purchase by City Council and funded through the Sales and Use Tax Bond proceeds.

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

PASSED this 22nd day of April, 2008.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-08-_____

AN ORDINANCE AMENDING ORDINANCE O-05-50 ADOPTING VARIOUS RECOMMENDATIONS OF THE BLUE RIBBON COMMISSION ON THE OPERATIONS AND REGULATIONS OF SPECIFIC BOARDS AND COMMISSIONS OF THE CITY OF CONWAY TO ADD NEWLY CREATED BOARDS/COMMISSIONS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, the Blue Ribbon Commission formally adopt several of recommendations for several specific city boards and commissions.

WHEREAS, several new boards and commission have been created by the City Council since the passing of this ordinance.

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

SECTION 1. The City of Conway shall amend the first paragraph of Section 2 to read as follows to add newly created Primary Boards/Commissions:

The City of Conway recognizes the following Primary City Boards and Commissions: the Conway Planning Commission, the Board of Zoning Adjustment, ~~Public Facilities Board, Hospital Facilities Board~~, Advertising & Promotion Commission, Conway Corporation Board of Directors, Historic District Commission, **Conway Civil Service Commission, and the Old Conway Design Review Board.** The City of Conway further recognizes the following Local Community Boards and Commissions: The Board of Education of the Conway Public Schools, the Board of Directors of the Conway Regional Medical Center, the Quorum Court of Faulkner County, or any board or commission created under the authority of the Faulkner County. The City of Conway further designates all other city boards, commissions, advisory committees, etc. as Non-primary City Boards and Commissions.

SECTION 2. Item 4 of Section 2 shall be amended to read as follows to allow for more than one term of service for Primary Boards or Commissions whose member currently serve shorter terms of office:

4. Service on board and commissions *whose standard terms of service are four years or longer* shall be limited to one (1) term *with the exception that members who are appointed to serve the remainder of an unexpired term are eligible for appointment to a full term.* *Service on boards or commissions whose standard length of service is less than four years is limited to two terms if reappointed. Members of boards or commissions whose term of service is less than four years who are appointed to serve the remainder of an unexpired term are eligible for appointment to a full initial term and may be reappointed one time in accordance with the above statement. Members of boards or commission, who have served a complete term, may not serve on another primary board until at least one full term has passed.*

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

SECTION 4. This ordinance is necessary for the protection of the public peace, health, safety and an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED this 22nd day of April, 2008.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer