

City Council Members

Mayor Tab Townsell

City Attorney Michael Murphy

City Clerk/Treasurer Michael O. Garrett



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

City Council Meeting Tuesday, February 23rd, 2010 @ 6:30pm
District Court Building – 810 Parkway St., Conway, AR 72032
5:30pm Committee Meeting:
Conway Transit Feasibility Study
Presented by: Metroplan

Call to Order

Roll Call

Minutes: **January 26th & February 12th, 2010**

Announcements / Proclamations / Recognition:

Employee Service Awards

Pastor Cornell Maltbia – Maria Oates – MLK Youth Commission

Report of Standing Committees:

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

1. Resolution expressing the intent of the City of Conway to pursue development/deployment of a bus transit system.
2. Resolution certifying local government endorsement of RockTenn to participate in the Targeted Tax Back program.
3. Resolution authorizing the execution, sale and delivery of water revenue refunding bonds for Conway Corporation.
4. Consideration to enter into a boundary agreement with the Beaverfork Water District.

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

1. Consideration to reappoint members to the City of Conway Building Code Board of Appeals.
2. Consideration of a conditional use permit to allow religious assembly in an SP/TP4 zone for the property located at 1109 Gum Street.
3. Ordinance repealing and replacing by reference ORD No. O-02-124 which established the Conway Historic District Commission and ORD No. O-04-43 which created the Robinson Historic District with 2010 Historic District Commission standards.
4. Consideration to approve the Robinson Historic District Design Guidelines.

5. Consideration of Street Impact Fee Projects, Corridor Street Projects, & 2010 Street Improvement Projects.
6. Discussion of the condemnation resolution for 23 Shady Valley Drive.

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

1. Consideration to enter into an agreement with various entities for scoreboard sponsorship at the City of Colleges Park.
2. Ordinance accepting a capital grant from the Advertising and Promotion Commission for the Conway Fairground Complex.
3. Consideration to accept bids for replacement overhead doors, electrical services, a below grade pit and platforms and stairs for the Automated Sorting System for the Sanitation Department.
4. Ordinance accepting grant funds & approving the Mayor to enter into agreements with ADEQ for a diesel emission reduction project for the Conway Sanitation Department.
(Ordinance & Additional agreements will follow)

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

1. Consideration to re-appoint Jeff Boucher to the Conway Civil Service Commission.
2. Consideration to enter into an agreement with Conway Housing Authority for a community policing officer.
3. Ordinance accepting restitution funds for overtime performed by the Conway Police Department personnel.
4. Ordinance appropriating reimbursement funds from the Secret Service to the Conway Police Department.
5. Consideration of bids for a mobile Vision Camera system for the Conway Police Department new vehicles.

E. Personnel

1. Resolution to indicate the vacation “cash out” option in the Employee Handbook for the 2010 budget year.
2. Ordinance authorizing a headcount reclassification from a full time position to a part time position within the City of Conway.

Old Business

New Business

1. Ordinance establishing a permitting process and privilege permit for selling or dispensing any controlled beverage.

Adjournment



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

**RESOLUTION EXPRESSING INTENT OF THE CONWAY CITY COUNCIL TO PURSUE
 DEVELOPMENT/DEPLOYMENT OF BUS TRANSIT SYSTEM**

WHEREAS, the City of Conway, in cooperation with Metroplan, authorized the Conway Transit Feasibility Study ; and

WHEREAS, Phase One (Chptrs. I to XI) of the Conway Transit Feasibility Study determined that development of a bus transit system within the city is feasible and Phase Two (Chptr. XII) created a plan for deployment/implementation of said system; and

WHEREAS, findings of Phases One and Two were presented to the City Council and made available for public comment; and

WHEREAS, the development/deployment of a bus transit system is consistent with the vision and goals expressed in the City's long-range development plan and critical to the development of other modal choices;

NOW, THEREFORE, BE IT RESOLVED, that the City Council does hereby accept the Conway Transit Feasibility Study and does hereby authorize the Mayor, based on the findings of said study, to pursue all avenues available for the timely development and deployment of the bus transit system. This includes the routine application processes for federal transit grants for which the City may qualify.

Adopted this 23rd day of February, 2010.

Approved:

Mayor Tab Townsell

ATTESTED:

Michael O. Garrett
City Clerk/Treasurer



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

RESOLUTION OF THE CITY OF CONWAY CERTIFYING LOCAL GOVERNMENT ENDORSEMENT OF BUSINESS TO PARTICIPATE IN THE TARGETED TAX BACK PROGRAM (AS AUTHORIZED BY SECTION 15-4-2706(e) OF THE CONSOLIDATED INCENTIVE ACT OF 2003).

WHEREAS, in order to be considered for participation in the Targeted Tax Back Program, the local government must endorse a business to participate in the Targeted Tax Back Program; and

WHEREAS, the local government must authorize the refund of local sales and use taxes as provided in the Consolidated Incentive Act of 2003; and

WHEREAS, said endorsement must be made on specific form available from the Arkansas Department of Economic Development; and

WHEREAS, RockTenn Converting Company Inc. located at 198 Commerce Street has sought to participate in the program and more specifically has requested benefits accruing from the modifications of the leased facility and various other office & computer equipment necessary to operate the business; and

WHEREAS, RockTenn Converting Company Inc has agreed to furnish the local government all necessary information for compliance.

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

1. RockTenn Converting Company Inc. be endorsed by the City of Conway for benefits from the sales & use tax refunds as provided by Section 15-4-2706(e) of the Consolidated Incentive Act of 2003.
2. The Department of Finance and Administration is authorized to refund local sales and use taxes to RockTenn Converting Company Inc.
3. This resolution shall take effect immediately.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



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

A RESOLUTION OF THE CITY COUNCIL OF CONWAY, ARKANSAS AUTHORIZING THE EXECUTION, SALE AND DELIVERY OF WATER REVENUE REFUNDING BONDS, SERIES 2010, AS AUTHORIZED BY ORDINANCE NO. O-10-08; APPROVING THE TERMS OF THE SALE THEREOF; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

WHEREAS, by Ordinance No. O-10-08 of the Ordinances of the City of Conway, Arkansas (the "City"), passed and approved January 26, 2010 (the "Authorizing Ordinance"), there was authorized the issuance of the City's Water Revenue Refunding Bonds, Series 2010, in total principal amount not to exceed \$13,350,000 (the "Series 2010 Bonds"), to be dated and otherwise as described in detail in the Authorizing Ordinance; and

WHEREAS, pursuant to and subject to the limitations set forth in the Authorizing Ordinance, the Mayor was authorized and directed to execute a Bond Purchase Agreement on behalf of the City for the sale of the Series 2010 Bonds to Crews & Associates, Inc. and Stephens Inc. (the "Underwriters");

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

Section 1. There is now confirmed the issuance and delivery of the Series 2010 Bonds to the Underwriters in the aggregate principal amount of \$13,100,000, designated "City of Conway, Arkansas, Water Revenue Refunding Bonds, Series 2010," as more particularly described in the Authorizing Ordinance, at the price of 99.085% of the principal amount of the Series 2010 Bonds, plus a net reoffering premium of \$12,469.40, and plus accrued interest to and through the day preceding the closing date, and which Series 2010 Bonds shall mature and shall bear interest as follows:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>
December 1, 2010	\$ 85,000	2.000%	100.949%
December 1, 2011	145,000	2.000%	101.743%
December 1, 2012	390,000	2.000%	101.756%
December 1, 2013	545,000	2.000%	101.271%
December 1, 2014	705,000	2.500%	101.802%
December 1, 2015	725,000	3.000%	102.449%
December 1, 2016	1,155,000	3.000%	100.482%
December 1, 2017	1,185,000	3.125%	99.484%
December 1, 2018	1,250,000	3.375%	99.808%
December 1, 2019	1,290,000	3.500%	99.586%
December 1, 2020	1,330,000	3.625%	99.775%
December 1, 2021	1,380,000	3.625%	98.815%
December 1, 2022	1,430,000	3.750%	98.994%
December 1, 2023	1,485,000	4.000%	100.466%

Section 2. That the provisions of this Resolution are hereby declared to be separable and if a section, phrase or provision shall be declared invalid, such declaration shall not affect the validity of the remainder of the Resolution.

ADOPTED: February 23rd, 2010.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer

[S E A L]

CERTIFICATE

The undersigned, City Clerk of the City of Conway, Arkansas, does hereby certify that the foregoing is a true and correct copy of Resolution No. _____ of the City Council of the City of Conway, Arkansas, duly adopted by said Council on February ____, 2010, as the same now appears of record in this office.

IN WITNESS WHEREOF I have hereunto set my hand and seal of the City on this ____ day of February, 2010.

City Clerk of the City of Conway, Arkansas

[S E A L]

AGREEMENT

THIS AGREEMENT (“Agreement”) dated January_____, 2010 (“Effective Date”), is made by and between Beaverfork Volunteer Fire Department Corporation, doing business as Beaverfork Water (“Beaverfork”), the City of Conway, a city of the first class organized and existing pursuant to the statutes and laws of the State of Arkansas (“City of Conway”) and the Conway Corporation, a nonprofit corporation (“Conway Corporation”). Beaverfork, the City of Conway and Conway Corporation shall sometimes be referred to separately as a “Party,” and collectively as the “Parties.”

RECITALS

The Beaverfork Volunteer Fire Department Corporation was created pursuant to state law.

The Beaverfork Volunteer Fire Department Corporation provides water and fire service within its boundaries. Beaverfork is a division of the Beaverfork Volunteer Fire Department Corporation.

Under ARK. CODE ANN. §14-234-107, the City of Conway is empowered operate its waterworks system, however acquired, in its governmental capacity.

Under ARK. CODE ANN. §14-234-108 (a), the City of Conway is empowered to either sell or purchase water at contractual rates to another municipality of this state or to an improvement district created under the laws of this state.

Under ARK. CODE ANN. §14-54-704, the City of Conway is authorized to enter into contracts for any public utility necessities for itself and for the inhabitants of the City on such rates, charges, and terms as may be agreed upon.

Conway Corporation operates the water and wastewater utility services for the City of Conway through a franchise issued by the Conway City Council.

Beaverfork believes that the service boundaries of its district are set forth in the 1986 United States Geological Survey Map, which is maintained in Beaverfork’s offices. This map has served as the basis of Beaverfork’s obtaining construction loans from the United States Department of Agriculture and the Arkansas Natural Resources Commission, formerly the Arkansas Soil and Water Conservation Commission and it is incorporated herein by reference.

The City of Conway and Conway Corporation believes that the service boundaries between the Parties were established by court order, CIV NO. 87-716, IN RE: Faulkner-Cleburne County Regional Water District, as well as by “water plans” on file with the Arkansas Natural Resources Commission.

The Parties agree that the future development and capital improvements to their respective service areas should not be delayed by further litigation to establish the service boundaries.

The City of Conway, Conway Corporation and Beaverfork further agree that litigation to resolve this issue would be complex and protracted, and that it is in the best interests of the Parties, and the residents of Faulkner County and the City of Conway to reach a compromise of each other’s positions and claims.

NOW, THEREFORE, in consideration of and reliance upon the respective representations, promises, concessions, terms and conditions contained herein, the City of Conway, Conway Corporation and Beaverfork agree as follows.

1. Term. The term of this Agreement shall commence on the Effective Date of this Agreement and continue for so long as mutually agreeable to the parties, provided, however, that this Agreement shall not be terminated prior to March 1, 2050 and that any term or provision in this Agreement regarding service boundaries shall commence on the Effective Date of this Agreement and continue *ad infinitum*.
2. Service Boundaries.
 - a. The Parties agree to amend their service boundaries as indicated in the attached map and legal description, prepared by Michael P. Marlar, to ensure accurate system planning and avoid confusion over service territories.
 - b. The Parties will amend their filed water plans with the Arkansas Natural Resources Commission to reflect these changes.
3. Service Connection.
 - a. The Parties agree, subject to rights and restrictions which may exist in agreements with others, to allow connections to each others' water distribution systems in areas where such a connection would provide the best alternative water service.
 - b. Customers receiving water in this manner shall be the retail customers of the connecting party.
 - c. The selling party will work with the connecting party to establish metering and will bill the receiving party monthly at a rate not to exceed the seller's lowest retail rate.
 - d. The Parties agree that all such connections must be approved in advance.
4. Change of Law. The Parties agree to consult in the event that after the Effective Date, any court, agency, commission, legislative body, or other authority of competent jurisdiction issues a finding that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable and binding upon either the City of Conway, Conway Corporation or Beaverfork, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either party, within thirty (30) days of receipt of the ruling, provides written notice to the other party of election to terminate, in which case this Agreement shall terminate within six (6) months or such earlier period as the parties mutually may agree. Where the effect of a finding is a modification, the parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the parties. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either party to terminate the Agreement on the provision of thirty (30) days' written notice.
5. Indemnification.
 - a. Conway Corporation agrees to indemnify, defend, and hold harmless Beaverfork, to include all officers, agents, and employees of Beaverfork, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), to the extent proximately caused by Conway Corporation's negligence, misconduct or malfeasance, provided that Beaverfork shall give Conway Corporation written notice of its obligation to indemnify Beaverfork within ten (10) days of receipt of a claim or

action pursuant to this subsection. Notwithstanding the foregoing, Conway Corporation shall not indemnify Beaverfork for any damages, liability or claims resulting from the negligence or willful misconduct of Beaverfork, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any person or entity other than Beaverfork. Furthermore, Conway Corporation will not indemnify Beaverfork for any claims which arise as a result of any action or inaction that is within the exclusive control of Beaverfork.

- b. Beaverfork agrees to indemnify, defend, and hold harmless Conway Corporation, to include all officers, agents, and employees of Conway Corporation, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), to the extent proximately caused by Beaverfork's negligence, misconduct or malfeasance, provided that Conway Corporation shall give Beaverfork written notice of its obligation to indemnify Conway Corporation within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, Beaverfork shall not indemnify Conway Corporation for any damages, liability or claims resulting from the negligence or willful misconduct of Conway Corporation, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any person or entity other than Conway Corporation. Furthermore, Beaverfork will not indemnify Conway Corporation for any claims which arise as a result of any action or inaction that is within the exclusive control of Conway Corporation.
- 6. Breach of Agreement. Should any party claim that a breach of any part of this Agreement has occurred, that party will provide prompt written notice to the other, specifying the nature of the breach; and upon receipt the other party shall cure such breach within 60 days. If the Party fails to cure a material breach of this agreement within 60 days after notice has been delivered or engages in fraud or deceit in an attempt to evade obligations of this Agreement, the other Party may terminate and cancel the Agreement.
- 7. Dispute Resolution. Except as otherwise provided in this Agreement, the Parties shall make diligent good faith efforts to resolve all issues and disputes that arise in the administration of this Agreement through discussions between designated representatives of the Parties and use of non-binding mediation should such discussions have failed.
- 8. Notices. Any notice to be given under this Agreement shall be in writing and may be delivered to either personally, by facsimile or by certified or registered mail with postage prepaid and return receipt requested, addressed as follows:

If to Conway Corporation: Conway Corporation
P.O. Box 99
Conway, AR 72033
Attn: Richard Arnold or his successor(s)

If to Beaverfork: Beaverfork Water
PO Box 1721
Conway, AR 72033-1721

Attn: Larry Cook or his successor(s)

If to City of Conway: City of Conway
1201 Oak Street
Conway, AR 72032
Attn: Mayor
Tab Townsell, Mayor or his successor(s)

9. Modification. This Agreement may be amended or modified only by a written instrument executed by all Parties.
10. Assignment. Beaverfork may not assign or transfer this Agreement or any interest therein without the prior consent of the City of Conway and Conway Corporation except to an affiliate of Beaverfork.
11. Entire Agreement. This Agreement embodies the entire agreement and understanding of the City of Conway, Conway Corporation and Beaverfork with respect to the service boundaries of the Parties. As such it merges and supersedes all prior verbal agreements, understandings and representations by any of the parties on the matters set forth herein.
12. Waiver. Failure on the part of any Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.
13. Miscellaneous.

Beaverfork, the City of Conway and Conway Corporation each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.

The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.

Beaverfork, the City of Conway and Conway Corporation shall cooperate fully with one another in the execution of any and all other documents and in the completion of any additional actions including, without limitation, the processing of permits that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein.

Nothing contained in this Agreement is intended or shall be construed as amending, modifying or otherwise affecting any other agreements, authorizations or memoranda which the City of Conway and/or Conway Corporation and Beaverfork have now. Further, nothing contained in this Agreement is meant to change, limit, modify, restrict or limit any current rights or jurisdiction that either the City of Conway, Conway Corporation or other governmental entities currently have nor is this Agreement intended to change, limit, modify, restrict or limit any rights Beaverfork currently has under existing federal and state law.

Binding Effect. This Agreement shall be binding upon and for the benefit of each Party and their respective past and present principals, managers, City Council members, offices, directors, shareholders, agents, employees, attorneys, successors and assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable.

Counterpart Execution. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile and any signature transmitted by facsimile will be given the same force and effect as an original signature.

Authority of City Council. This Agreement is not intended to limit the authority of the Conway City Council regarding annexation procedures set out pursuant to the laws and statutes of the State of Arkansas.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of January ____, 2010 (“Effective Date”).

BEAVERFORK

By: _____
Name: Larry Cook
Title: President, Beaverfork Board of Directors

CONWAY CORPORATION

By: _____
Name: Richard Arnold
Title: CEO, Conway Corporation

CITY OF CONWAY, ARKANSAS

By: _____
Name: Tab Townsell
Title: Mayor, City of Conway

**Beaver Fork Water Boundary
Boundary Description**

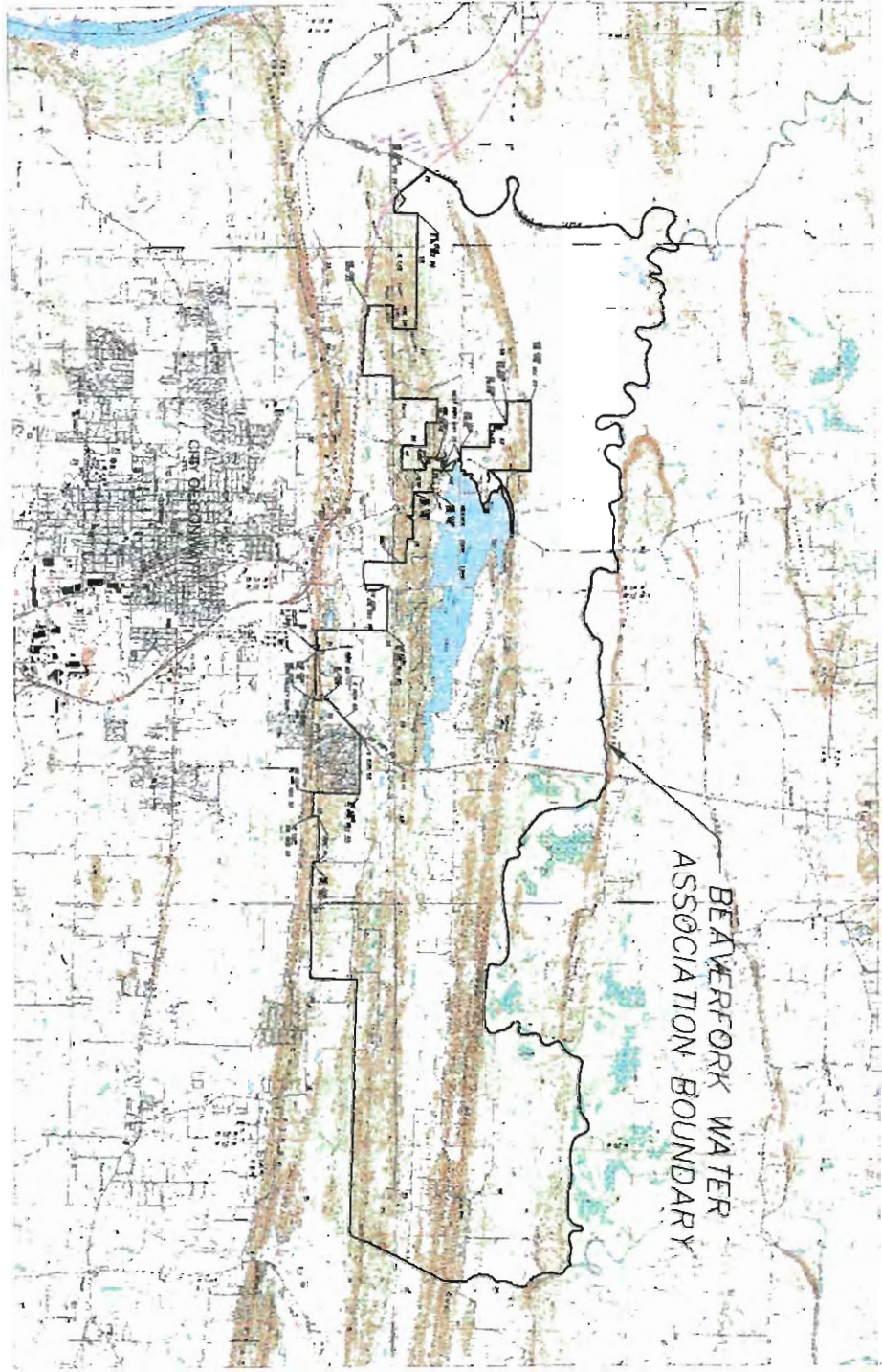
Beginning at a point where the North right-of-way line of Interstate 40 intersects the Westerly line of Faulkner County; Thence Northerly approximately 4.2 miles more or less along the said county line, said line being the centerline of Cadron Creek, to its intersection with the center line of the East Fork of the Cadron Creek; Thence Easterly following the meanders of the said creek center line approximately 15.1 miles more or less to the confluence of a tributary at a point 1850 feet more or less North and 1500 feet more or less East of the Southwest corner of Section 17, Township 6 North, Range 12 West; Thence Southerly along the meanders of said tributary to a point at the approximate center of the North line of Section 29, Township 6 North, Range 12 West; Thence Southwesterly to the Northeast corner of Section 31, Township 6 North, Range 12 West; Thence West along the North line of Section 31 and continue West along the North line of Section 36 and Section 35, Township 6 North, Range 13 West, to the Northeast corner of West half of the Northwest quarter of said Section 35; thence South along the East line at said West half of the Northwest quarter to the Southeast corner of said West half of the Northwest quarter of Section 35; thence West along the South line of said West half of the Northwest quarter of Section 35 and the South line of the North half of Section 34, Township 6 North, Range 13 West to the existing city limits of Conway, Arkansas; thence along the bends and turns of the said city limits of Conway the following described courses; thence North 300 feet along the west line of said Section 34; thence West to a point 300 feet North of the Northeast corner of the Southwest quarter of Section 33, Township 6 North, Range 13 West; thence South 300 feet to the said Northeast corner of the Southwest quarter of Section 33; thence West along the South line of the Northwest quarter of said Section 33 to the Southeast corner of the West half of the Northwest quarter of said Section 33; thence North along the East line of the said West half of the Northwest quarter to the North east corner of the said west half of the Northwest quarter of Section 33; thence West along the North line of the said Section 33 and the North line of Section 32, Township 6 North, Range 13 West to the Westerly Right-of-way line of U.S. Hwy. 65; thence Southwesterly along the said Easterly Right-of-way line of U.S. Hwy. 65 to the West line of the Southeast quarter of the Northwest quarter of Section 32, Township 6 North, Range 13 West; Thence South along the said West line of the Southeast quarter of the Northwest quarter to the Northeast corner of Sun Valley Subdivision of the City of Conway and the South line of the Northwest quarter of Section 32, Township 6 North, Range 13 West; then West along the said South line of the Northwest quarter of Section 32 and the South line of the Northeast quarter of Section 31, Township 6 North, Range 13 West, to the Southwest Corner of the Southeast quarter of the Northeast quarter of the said Section 31; thence continuing West along the South line of the said Northeast quarter of Section 31 across the right-of-way of U.S. Hwy. 65 to the Southwest corner of the said Northeast quarter of Section 31; then North along the West line of the said Northeast quarter of Section 31 and the West line of the Southeast quarter of Section 30, Township 6 North, Range 13 West to the Southeast corner of the North half of the Southwest

quarter of Section 30, Township 6 North, Range 13 West, thence West along the South line of the said North half of the Southwest quarter of Section 30 to the Southwest corner of the said North half of the Southwest quarter; thence South along the West line of the said Section 30 to the Southwest corner of the said Section 30, Township 6 North, Range 13 West, also being the Southeast corner of Section 25, Township 6 North, Range 14 West; thence West along the South line of said Section 25 to the Southwest corner of the Southeast quarter of the Southeast quarter of said Section 25; thence North along the West line of the East half of the Southeast quarter of said Section 25 to the South line of the North quarter of the Northwest quarter of the Southeast quarter of Section 25; thence West along the South line of the North quarter of the said Northwest quarter of the Southeast quarter of Section 25 to the West line of the Southeast quarter of said Section 25; thence North along the said West line of the Southeast quarter of Section 25 to the North line of the Southwest quarter of said Section 25; thence West along said North line of the Southwest quarter of Section 25 to the Westerly Right-of-Way line of State Highway 25; thence Southwesterly along the said State Highway 25 to the West line of the Northeast quarter of the Southwest quarter of said Section 25; thence North along the said West line of the Northeast quarter of the Southwest quarter of Section 25 to the North line of the Southwest quarter of said Section 25; thence West along the said North line of the Southwest quarter of Section 25 to the West line of said Section 25; thence North along the said West line of Section 25 to a point 210 feet South of the Northeast corner of the Southeast quarter of the Northeast quarter of Section 26, Township 6 North, Range 14 West; thence West 210 feet; thence South 105 feet; thence West 210 feet; thence North 105 feet; thence West 420 feet; thence North 210 feet to the North line of said Southeast quarter of the Northeast quarter of Section 26; thence West to a point 270 feet East of the Northwest corner of said Southeast quarter of the Northeast quarter; thence South 210 feet; thence West 270 feet to the West line of said Southeast quarter of the Northeast quarter; thence North along the West line of the Southeast quarter of the Northeast quarter of said Section 26 to the Northwest corner thereof; thence East 42 feet; thence North 31 degrees 46 minutes East 276.8 feet to the Southern right-of-way of State Highway 25; thence North 56 degrees 37 minutes 25 seconds West along said right-of-way to the point of intersection with the West line of said Northeast quarter of the Northeast quarter; thence North to the Southwestern boundary of Beaver Fork Lake, which point is at or below elevation 301 MSL, or being above that level, is within 20 feet below that level; thence Northerly along the meanderings of the boundary of Beaver Fork Lake across the Southeast quarter of Section 23, Township 6 North, Range 14 West, and across the West quarter of Section 24, Township 6 North, Range 14 West, to a point on the South right-of-way of State Highway 25; thence South along said right-of-way to the point of intersection of said right-of-way with the East line of the West half of the East half of said Section 23; thence North to the Northeast corner of the Southwest quarter of the Northeast quarter of said Section 23; thence West to the Northwest corner of the Southwest quarter of the Northwest quarter of said Section 23; thence South along the West line of said Section 23 to the Southwest corner of the Southwest quarter of the Northwest quarter of said Section 23; thence East to the Southeast corner of the said

Southwest quarter of the Northwest quarter of Section 23; thence South 990 feet along the West line of the Northeast quarter of the Southwest quarter of said Section 23; thence due East to the East line of said Northeast quarter of the Southwest quarter; thence South to the Southwest corner of the Southwest quarter of the Southeast quarter of said Section 23; thence East to the West right-of-way of State Highway 25; thence Southwardly and Eastwardly along the West line of State Highway 25 to a point on said right-of-way which is 105 feet West of the East line of the Northwest quarter of the Northeast quarter of Section 26, Township 6 North, Range 14 West; thence South 84 degrees West a distance of 464.2 feet; thence South 396 feet to the South line of the Northwest quarter of the Northeast quarter of said Section 26; thence West along the South line of said Northwest quarter of the Northeast quarter of Section 26 to the Northwest corner of the Northeast quarter of the Southwest quarter of the Northeast quarter of said Section 26; thence South to a point which is 200 feet North of the Southwest corner of said Northeast quarter of the Southwest quarter of the Northeast quarter; thence East 428 feet; thence South 200 feet to the South line of said Northeast quarter of the Southwest quarter of the Northeast quarter; thence East to the Southeast corner of said Northeast quarter of the Southwest quarter of the Northeast quarter and the West line of the Southeast quarter of the Northeast quarter of said Section 26; thence South to the Southeast corner of the North half of the Northwest quarter of the Southeast quarter of said Section 26; thence West along the South line of the said North half of the Northwest quarter of the Southeast quarter to the Southwest corner thereof; thence North to the Northeast corner of the South half of the Southeast quarter of the Northwest quarter of said Section 26; thence West along the North line of the said South half of the Southeast quarter of the Northwest quarter to the Northwest corner thereof; thence North to the Northeast corner of the Southwest quarter of the Northwest quarter of said Section 26; thence West to the Northwest corner of the said Southwest quarter of the Northwest quarter; thence South along the West line of the said Section 26 to the Southwest corner of the Northwest quarter of the Southwest quarter of said Section 26; thence West to the Northwest corner of the Southeast quarter of the Southeast quarter of Section 27, Township 6 North, Range 14 West; thence South to the North right-of-way line of Interstate 40, said point being in the North half of the Northeast quarter of Section 34, Township 6 North, Range 14 West; thence Westerly along the said right-of-way line to a branch; thence North 33 degrees 17 minutes 02 seconds East 175.60 feet to the North line of the Northwest quarter of the Northwest quarter of said Section 34; thence Westerly 635.0 feet to the Northwest corner of the said Section 34; thence North along the West line of said Section 27 to the Northwest corner of the Southwest quarter of the southwest quarter of said Section 27; thence East to the Southeast corner of the Northwest quarter of the Southwest quarter of said Section 27; thence North to the Northeast corner of the said Northwest quarter of the Southwest quarter; thence West along the North line of the said Northwest quarter of the Southwest quarter of Section 27 and along the North line of the South half of Section 28 to the Northwest corner of the said South half of Section 28, Township 6 North, Range 14 West; thence South along the West line of said Section 28 to the Northeast corner of the Southeast quarter of the Southeast quarter of Section 29, Township 6 North, Range 14 West;

**thence West to the Northerly right-of-way line of Interstate 40; thence
Northwesterly along the said right-of-way line to the point of beginning at the
Westerly boundary line of Faulkner County.**

1:000
 0 1,000' 2,000'
 SCALE 1" = 1,000'



Project: **BEAVER FORK WATER ASSOCIATION BOUNDARY**
 Drawing Title: **WATER ASSOCIATION BOUNDARY MAP**

Project No.	VR-22	Date	8/11/2008
Drawn By	***	Scale	1" = 3,000'
Approved By	***	Sheet No.	2 of 2

Prepared for:
BEAVER FORK WATER ASSOCIATION
 220 W. 11th Street
 OREGON, ARKANSAS 72653



CITY OF CONWAY, ARKANSAS

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

**MEMO**

TO: Bryan Patrick – Director of Planning and Development
FROM: Lynn Hicks – Building Official / Assistant Director of
 Permits, Inspections and Codes Enforcement
DATE: 2-16-10
SUBJECT: Recommendations for Re-Appointments to the
 City of Conway Building Code Board of Appeals

I would like to recommend the following re-appointments to the City of Conway Building Code Board of Appeals:

Mrs. Judy Corcoran (Alternate Member)	Public Citizen at Large	1 Year Term
Mr. Gene Hendrix (Alternate Member)	Industry Citizen at Large	1 Year Term
Mr. Jim Bonds (Regular Member)	Structural Engineer	4 Year Term

The Citizen at Large positions are limited by code to 1 year terms. Both Mrs. Corcoran and Mr. Hendrix were appointed during the course of the year last year and are now eligible for a 1 year re-appointment.

Mr. Bonds was appointed to a 1 year term last year in a staggered rotation and is now eligible for a 4 year term.

I respectfully request your review and recommendation to City Council for the re-appointments of Mrs. Corcoran, Mr. Hendrix and Mr. Bonds at the next City Council meeting.

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

Thank you



CONWAY PLANNING COMMISSION

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

February 17, 2010

Council Members
Conway, AR 72032

Dear Council Members:

A request for a conditional use permit to allow religious assembly in an SP/T4 zone for the property located at 1109 Gum Street with the legal description

Lot 2, Stanton Subdivision (Erbacher Addition)

was reviewed by the Planning Commission at its regular meeting on February 16, 2010. The Planning Commission voted 8 – 0 that the request be sent to the City Council with a recommendation for approval subject to the conditions stated below.

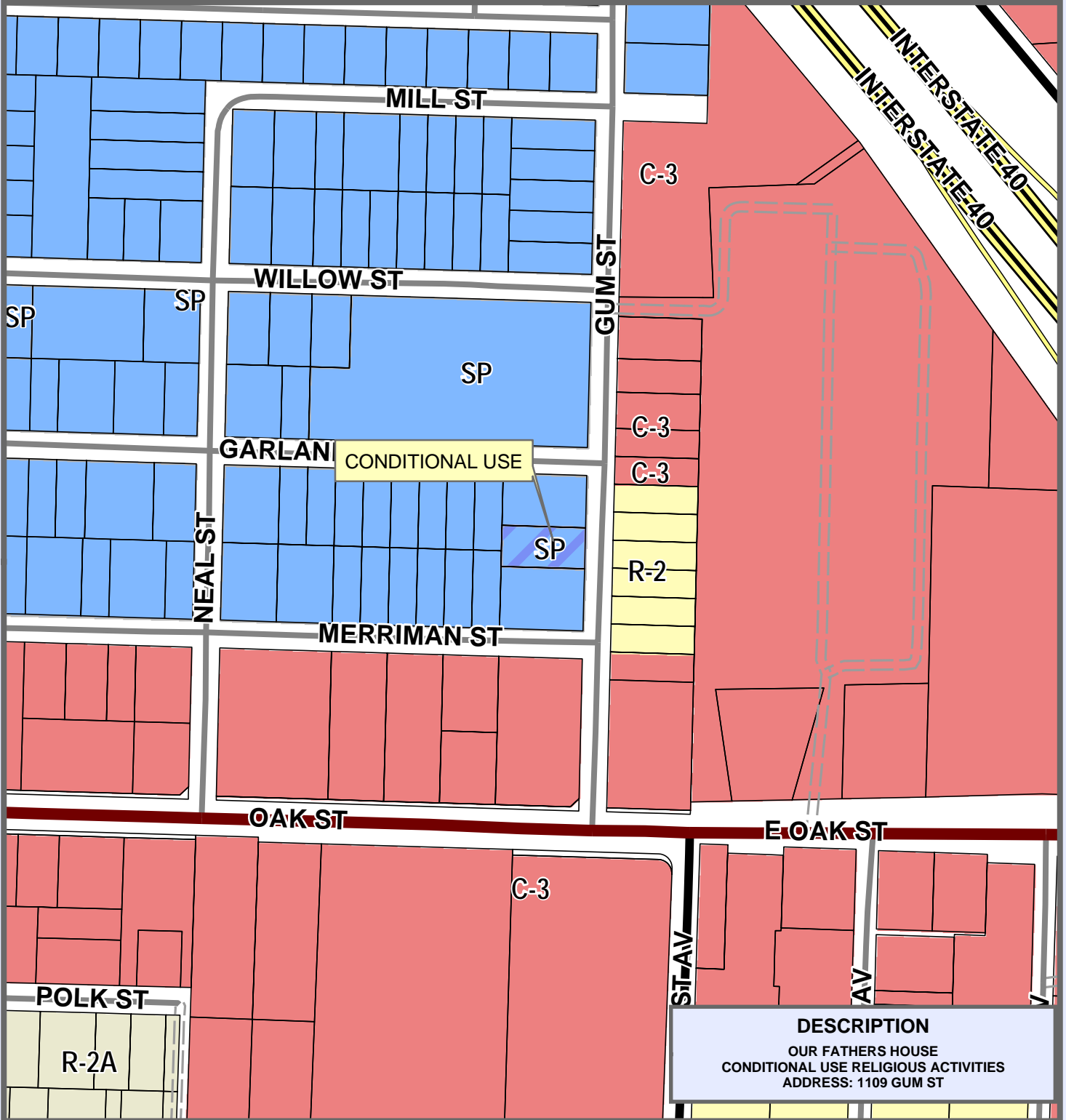
1. No outside public address system allowed.
2. Sign is limited to 4 feet maximum height, and 16 square feet maximum size.
3. The conditional use is limited to The Father's House Church.

Submitted by,

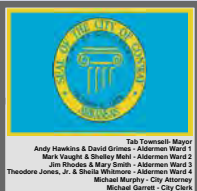
Sandra Mabry, Chair
Planning Commission

CITY OF CONWAY

OUR FATHERS HOUSE CONDITIONAL USE

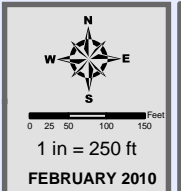


DESCRIPTION
OUR FATHERS HOUSE
CONDITIONAL USE RELIGIOUS ACTIVITIES
ADDRESS: 1109 GUM ST



INTERSTATE	LOT LINE
MAJOR ARTERIAL	STREAMS
MINOR ARTERIAL	LAKES & PONDS
COLLECTOR	CITY LIMITS
RESIDENTIAL	PRIVATE ROAD
INTERSTATE RAMP	RAILROADS

Residential		Industrial	
R-1	MF-1	I-1	RU-1
R-2A	MF-2	I-2	RU-2
R-2	MF-3	I-3	RU-3
HR	RMH		
SR			
Commercial		Office	
C-1	O-1		
C-2	O-2		
C-3	O-3		
C-4			
Special			
	SP		
	S-1		
	A-1		
	PUD		



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

CONTACT INFORMATION
 LANDMARK GIS WEBSITE
gis.cityofconway.org/LANDMARK_DEVELOPMENT
 E-MAIL: Jason.Lyon@CityOfConway.org



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

AN ORDINANCE REPEALING AND REPLACING BY REFERENCE ORDINANCE O-02-124 WHICH ESTABLISHED THE CONWAY HISTORIC DISTRICT COMMISSION AND ORDINANCE O-04-43 WHICH CREATED THE ROBINSON HISTORIC DISTRICT WITH 2010 HISTORIC DISTRICT COMMISSION STANDARDS; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES:

WHEREAS, Ordinance 0-02-124 created the Conway Historic District Commission to oversee the creation and operation of historic districts within the City of Conway; and

WHEREAS, Ordinance 0-04-43 created the Asa P. Robinson Historic District and further established procedures for the Conway Historic District Commission; and

WHEREAS, newly created guidelines for the Robinson Historic District have necessitated further refinement of the makeup of the membership of the HDC and HDC procedures; and

WHEREAS, general corrections are needed in existing ordinances; and

WHEREAS, Arkansas Code Annotated (ACA) § 14-172-201 et seq. sets out the procedures required to create historic district commissions and historic districts;

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

SECTION 1. Ordinance O-02-124 adopted on August 13, 2002 and Ordinance O-04-43 adopted on April 27, 2004, are hereby repealed and replaced by adopting by reference **2010 Conway Historic District Standards** which was approved following notice as required by law, such amendment consisting of the amended text and graphics, of which not less than three (3) copies have been and now are filed in the office of the Clerk of the City of Conway, Arkansas. 2010 Conway Historic District Standards is a document combining Ordinances O-02-124 and O-04-43 with amendments relating to membership, HDC powers, Robinson Historic District boundaries, definitions, HDC staff duties, general guidelines, and corrections.

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

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

PASSED this 23rd day of February, 2010.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



M E M O C O N C E R N I N G
2010 HISTORIC DISTRICT COMMISSION STANDARDS
REVISING AND COMBINING HISTORIC DISTRICT COMMISSION ORDINANCES
O-02-124 AND O-04-43

2-2-2010

From: Bryan Patrick, Director of Planning and Development, City Staff to the Conway Historic District
To: Mayor Tab Townsell and the Conway City Council

This item was held in committee at the January 26 Council Meeting for language revisions in Section 7 Commission Powers. An additional sentence has been added to the end of Paragraph A as discussed. A new public hearing notice was posted in the Log Cabin Democrat and three copies of these changes were placed in the City Clerk's Office for public viewing. All other language of the 2010 Historic District Standards remains as presented at the January 26 City Council meeting.

SECTION 7. COMMISSION POWERS:

Section 7. Commission Powers:

Without limiting the generality of the other provisions of this Ordinance by reason of the following enumeration, the Historic District Commission (hereafter referred to as HDC) shall have, in addition to the duties enumerated in Ordinance No. 0-02-124, the authority but not be limited to:

- A. Adopt design review guidelines to be used when considering Certificate of Appropriateness applications, These guidelines will be based upon the Secretary of Interior's Standards for Rehabilitation (included with this ordinance as **Appendix A**) adapted specifically to the City of Conway. Further, these guidelines must be approved in their entirety by the Conway City Council both in their initial form and in all future amendments thereto; ***Guideline creation and amendments shall be initiated by the Historic District Commission. The City Council may not create or amend guidelines without prior HDC action.***

**CITY OF CONWAY, ARKANSAS
STREET IMPACT FEE PROJECTS**

2B-5

Projects Completed:	Amount
Wescon Lane	\$ 180,000
Padgett Road	\$ 379,515
Favre Lane - S. German to S. Donaghey	\$ 919,038
Siebenmorgen Rd. - Bob Courtway to E. German	\$ 720,647
Siebenmorgen - SBC Relocation	\$ 49,000
Favre Lane - S. Donaghey to Salem Rd.	\$ 1,345,734
Tyler Street - Eve Lane to Centennial West Sub.	\$ 810,000
Salem Road	<u>\$ 1,050,000</u>
TOTAL IMPACT FEE SPENT OR OBLIGATED TO DATE	\$ 5,453,933
Street Impact Fee Projects not completed:	
Museum Road - Siebenmorgen Road to Lower Ridge Road	\$ 1,800,000
TOTAL IMPACT FEE REQUIRED TO COMPLETE PROJECTS	\$ 7,253,933
STREET IMPACT FEE COLLECTED	
Impact Fee Collected thru Jan 2010	\$ 6,554,000
Impact Fee Assessed but will not be collected until CO.	\$ 763,000
Additional Impact Fee for 2010	<u>\$ 50,000</u>
Total Impact Fee Collected to Date	\$ 7,367,000
Possible Future Impact Fee Projects:	
Farris Road - Bruce to Student Lane	\$ 481,000
Farris Road - Student Lane to Oaklawn	\$ 301,000
Stanly Russ Road -Bill Bell Drive - South Donaghey	\$ 1,700,000
Country Club Road - Dave Ward to Tucker Creek	\$ 390,000
Nutter Chapel Road - Catherine Place to Salem	\$ 600,000
McNUTT ROAD Connection to OLD MILITARY ROAD	\$ 750,000
NUTTER CHAPEL ROAD - Old Military to Greens @ Nutter Chapel	<u>\$ 400,000</u>
TOTAL POSSIBLE FUTURE PROJECTS	\$ 4,622,000

**CITY OF CONWAY, ARKANSAS
CORRIDOR STREET PROJECTS
ESTIMATED FUND STATUS JANAURY 2010**

Revised 2/4/2010

Sales Tax Collected for Street Projects

MAY-DEC 07	\$	1,823,886		
JAN- DEC 08	\$	2,924,223		
JAN -Dec.09 EST.	\$	2,434,323		

ESTIMATED TOTAL FUNDS AVAILABLE AT END YEAR

	2009	2010	2011	2012
	\$ 7,182,432	\$ 2,900,000	\$ 2,900,000	\$ 2,900,000

CORRIDOR PROJECTS APPROVED FOR CONSTRUCTION

1 SALEM ROAD EXTENDED TO U.S.64

SALEM ROAD ROW	\$	515,500		
TOM LINDSEY CONTRACT	\$	2,263,169		
ASPHALT PAVING NORTH SALEM (Rogers Group)	\$	150,000	100000	
Grubbs Testing & other Engineering	\$	32,000		
TRAFFIC SIGNAL MOD. (EST)	\$	43,036		

TOTAL SALEM EXT. TO 64 \$ 3,003,705 \$ 100,000

2 STURGIS & STANLEY RUSS IMPROVEMENT:

J'S CONSTRUCTION CONTRACT	\$	1,049,677		
ASPHALT PAVING (Roger Group)	\$	200,000	75000	

TOTAL STURGIS & STANLEY RUSS \$ 1,249,677 \$ 75,000

3 MEADOWS NORTH ACCESS (Nina Russ Lane)

J'S CONSTRUCTION CONTRACT	\$	779,420	220000	
ASPHALT PAVING	\$	-	125000	
SEWER TO RUSS PROPERTY	\$	-	145000	
UNDERGROUND ELECTRIC - STANLEY RUSS TO HP SITE	\$	-	220000	
DECORATIVE FENCE ALONG EAST SIDE ROAD	\$	-	40000	
FENCE ALONG WEST SIDE ROAD	\$	-	17000	
FENCE BETWEEN STANLEY RUSS & MEADOWS	\$	-	25000	
RIGHT OF WAY	\$	150,000		

TOTAL MEADOWS NORTH ACCESS \$ 929,420 \$ 792,000

LESS AVAILABLE INDUSTRIAL BOND FUNDS \$ 614,313 \$ 18,361

NET AMOUNT REQ'D for Nina Russ from Sales Tax \$ 315,107 \$ 773,639

4 SALEM ROAD RAILROAD OVERPASS (20% Match)

AHTD 20% Match	\$	588,554		
Tiffany ROW Deposit (20%) (\$101,100)	\$	20,220		
Additional Tiffany ROW Cost (20%) (\$139285.59)	\$	27,857		
Jacobs Engineering	\$	26,084	7500	

TOTAL SALEM ROAD OVERPASS \$ 662,715 \$ 7,500

5 Harkrider - Flemming to Siebenmorgen (20% Match) \$ 265,000

6 DONAGHEY-DAVE WARD INTERSECTION \$ 150,805 \$ 1,200,000

7 PRINCE STREET - Western Ave thru Salem Road \$ 15,000 \$ 1,000,000 \$ 2,000,000

8 COLLEGE AVENUE @ COUNTRY CLUB ROAD - Roundabout \$ 300,000

9 COLLEGE AVENUE - Salem Road thru Hubbard \$ 800,000 \$ 250,000

10 COLLEGE AVENUE - Relocation to Elm Street \$ 3,843 \$ 800,000 \$ 300,000

11 WESTERN LOOP ENGINEERING -Environmental (20%) \$ 50,000 \$ 10,000

12 WESTERN LOOP ENGINEERING - Phase 1 Design (20%) \$ - \$ 250,000 \$ 250,000

13 WESTERN LOOP CONSTRUCTION - Phase 1 \$ - \$ - \$ - \$ 7,000,000

TOTAL \$ 5,715,853 \$ 5,316,139 \$ 2,800,000 \$ 7,000,000

NET REMAINING OR (DEFICIT) AT END OF YEAR \$ 1,466,579 \$ (949,560) \$ (849,560) \$ (4,949,560)

POSSIBLE OTHER DEMANDS ON CORRIDOR PROJECT FUNDS:

FARRIS ROAD - Bruce to Student Lane	\$	481,000		
FARRIS ROAD - Student Lane to Oaklawn	\$	301,000		
COLLEGE AVENUE - Hubbard to Donaghey	\$	2,000,000		
SALEM ROAD - Dave Ward to Prince	\$	4,000,000		
DONAGHEY - Dave Ward to College	\$	2,700,000		
McNUTT ROAD Connection to OLD MILITARY ROAD	\$	750,000		
NUTTER CHAPEL ROAD - Old Military to Greens @ Nutter Chapel	\$	400,000		
SUBTOTAL POSSIBLE FUTURE PROJECTS	\$	9,850,000		

**CITY OF CONWAY
STREET DEPARTMENT
2010 STREET IMPROVEMENT PROJECTS**

APPROVED & FUNDED PROJECTS FROM PRIOR YEARS:

	AMOUNT
1 Salem Road - College Ave.	\$ 35,000
2 Middle Road Overlay - Gold Creek to E. German.	\$ 48,000
3 Smith Street Overaly	\$ 8,000
4 Bellmeade	\$ 39,000
5 Pheasant Road Paving	\$ 45,000
6 Factory St. - Willow to Garland - 2009 funding	\$ 70,000
7 Washington Ave - Fleming to Old Morrilton (partial funding) - 2009 funding	<u>\$ 100,000</u>

TOTAL CARRIED OVER STREET CONSTRUCTION PROJECTS \$ 345,000

POSSIBLE STREET PROJECTS FOR 2010 FUNDED BY STREET FUND

TOTAL FUNDS AVAILABLE FOR 2010 STREET MAINTENANCE PROJECTS

RECOMMENDED CITY STREET IMPROVEMENT PROJECTS

	CITY FORCES	CONTRACTOR EST. COST
1 WASHINGTON AVE. RECONSTRUCTION - FLEMING TO OLD MORRILTON (+\$100,000 FROM 09)	\$ 225,000	567000
2 WINFIELD Harkrider to Tyler (mesh w/ Harkrider Imp.)	\$ 36,000	
3 MARKHAM St. Harkrider Project to Spruces	\$ 15,000	
4 CALDWELL Donaghey to Western	\$ 15,000	
5 Crepe Myrtle- Butterfly & Heidi in St. Johns (street surface destroyed by required patching)	\$ 30,000	0
6 BEAN STREET - So. German to Davis Reconstruct to 48' curbed (angle parking N.side)	<u>\$ 160,000</u>	350000

TOTAL RECOMMENDED STREET PROJECTS \$ 481,000

NET AVAILABLE FOR ADDITIONAL STREET OVERLAY OR RECONSTRUCTION PRO \$ 199,825

NEEDED STREET RECONSTRUCTION PROJECTS:

1 MUSEUM ROAD RECONSTRUCTION - OAK STREET TO HALTER	\$ 85,000	\$ 175,000
2 MIDDLE ROAD Amity to Southland 2000' 36' curbed	\$ 232,000	\$ 467,000
3 MIDDLE ROAD Southland to E. German 1800' - 36' curbed	\$ 253,000	\$ 488,000
4 BLANEY HILL ROAD HWY 25 to Stone Rd. 3600'	\$ 240,000	\$ 400,000
5 MITCHELL STREET Caldwell to Scott Reconstruct tto 27' curbed - 1,200'	\$ 90,000	\$ 200,000
6 GRIFFIN STREET Bruce to McKay 630' 27' curbed	\$ 55,000	\$ 120,000
7 DEERBROOK Nutter Chapel to Old Military (24' Pavement w/open ditch)	\$ 93,000	\$ 200,000
8 WESCON LANE Westin Park to College 36' Curbed	\$ 180,000	\$ 400,000
9 SHADY LANE Prince to White Oak Remove Concrete & replace w/ asphalt	<u>\$ 117,000</u>	<u>\$ 220,000</u>

SUBTOTAL STREET RECONSTRUCTION PROJECTS \$ 1,345,000 \$ 2,670,000

NEEDED STREET OVERLAYS:

1 TJ Gertrude to Oak Meadows overlay	\$ 27,000	
2 IRBY in St. Johns Amelia to Poteet	\$ 35,000	
3 QUAIL RUN add gravel, shape ditches & overlay	\$ 50,000	
4 SHERMAN OAKS South of Prince & East of Country Club	\$ 33,000	
5 SHADY LANE Prince to Red Oak (2,276') (overlay not recommended)	\$ 42,000	
6 SHADY LANE (alternative) Replace concrete pavement with city forces	\$ 120,000	
7 BAINBRIDGE DR. Bainbridge Sub. (870')	\$ 18,000	
8 KENSINGTON DR. Bainbridge Sub (3,900')	\$ 72,000	
9 HEATHER CR. Rosewood Terrace	\$ 46,000	
10 RICHLAND HILLS COVE	\$ 25,000	
11 ROYAL OAKS / KROOKED KREEK	\$ 50,000	
12 MILL POND ROAD Ginger Kerry to 321 (Chip & Seal by County?)	\$ 29,000	
13 MILL POND ROAD 321 tp Pauls Ln. (Chip & Seal by County?)	\$ 67,000	\$ -

TOTAL STREET OVERLAY \$ 614,000 \$ -

WARD 1	WARD 2	WARD 3	WARD 4
	\$ 225,000		
	\$ 36,000		
	\$ 15,000		
		\$ 15,000	
		\$ 30,000	
			\$ 160,000
\$ -	\$ 276,000	\$ 45,000	\$ 160,000

	\$ 85,000		
			\$ 232,000
			\$ 253,000
	\$ 240,000		
			\$ 90,000
			\$ 55,000
\$ 93,000		\$ 400,000	
		\$ 117,000	
	\$ 27,000		
		\$ 35,000	
	\$ 50,000		
		\$ 33,000	
		\$ 42,000	
		\$ 120,000	
\$ 18,000			
\$ 72,000			
		\$ 46,000	
			\$ 25,000
		\$ 50,000	
			\$ 29,000
			\$ 67,000
\$ 167,000	\$ -	\$ 326,000	\$ 121,000



City of Conway, Arkansas
Resolution No. R-09-67

**A RESOLUTION ORDERING THE CONDEMNATION AND CLEANUP LOCATED AT 23
SHADY VALLEY DRIVE AND DECLARING THE INTENT OF THE CITY TO BRING THE
PROPERTY UP TO CITY CODE IF THE OWNER DOES NOT**

WHEREAS, there is a pool located at 23 Shady Valley Drive which because of its dilapidated, unsightly, unsafe and unsanitary condition, has become detrimental to the public health, safety and welfare of the citizens of Conway, Arkansas; and

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

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

SECTION 1: That the pool at 23 Shady Valley in Conway, Arkansas, because of its dilapidated, unsightly, unsafe and unsanitary condition has become detrimental to the public health, safety and welfare of the citizens of Conway, Arkansas, and it is hereby ordered that said pool be filled in (closed) and brought up to city code by the owner therefore.

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

SECTION 3: That a copy of this Resolution be forwarded to the owner of said property by certified mail, return receipt requested, directing that said owner has thirty (30) days in which to fill in the pool, and if the same be not removed within the thirty (30) days, then the Mayor of the City of Conway, Arkansas is directed to proceed at once to fill in the pool and clean up the property and prepare an itemized statement of cost of bringing the property up to code with a request for payment.

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

Passed this 13th, day of October 2009.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer

SCOREBOARD AGREEMENT

This Agreement ("Agreement") is made entered into this day of _____, 2010 ("Effective Date"), by and between the City of Conway, a city of the first class organized under the laws of the State of Arkansas (hereinafter, "City"), and **[ABCD, an Arkansas Corporation / university / college / etc.]** (hereinafter, "Sponsor").

RECITALS

WHEREAS, City has recently completed construction on the City of Colleges Park, a softball park facility located 1025 East Siebenmorgen Road, Conway, (hereinafter, "Park"); and

WHEREAS, Sponsor is a local **[university/college/parochial school/bank]**; and

WHEREAS, Sponsor wishes to place its name on one of the scoreboards located in the Park; and

WHEREAS, City desires to raise additional revenue with which to fund City operations and services;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. Term.

A. City hereby agrees to place Sponsor's Advertisement (hereinafter, "Advertisement") on a scoreboard of City's choosing at the Park for an "Initial Term" beginning March 1, 2010 and ending February 28th, 2013. City shall use its best efforts to place Advertisement on the Scoreboard as nearly as possible at the beginning of the Agreement term. If City is unable to timely install Scoreboard, rent shall abate for the period of delay. Sponsor shall make no other claim against City for any such delay.

B. Sponsor may renew the Agreement for one extended term of _____ **[Renewal Term]**, subject to City's sole discretion and approval. Under no circumstances shall City be required to renew the Agreement with Sponsor. Sponsor shall exercise such renewal option, if at all, by giving written notice to City not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Agreement.

2. Rental.

A. Sponsor shall pay to City during the Initial Term rental of **[five thousand dollars (\$5,000.00) per field / seven thousand dollars (\$7,000.00) for championship field]** for three year contract, payable by lump sum for the Initial Term or in installments of **[\$1,666.66 / \$2,333.33]** per year, with a final payment of **[\$1,666.68 / \$2333.34]** due and payable on February 28, 2012. Each payment, whether lump sum or installment, shall be due in advance on the 28th day of February during the Agreement term to City at 10 Lower Ridge Road, Conway, Arkansas 72032 or at such other place designated by written notice from City. The rental payment amount for any partial calendar year included in the Agreement term shall be prorated on a monthly basis.

B. The rental for any renewal Agreement term, if created as permitted under this Agreement, shall be _____ **[Annual Rent in Renewal Term]** per year payable by lump sum for the Renewal Term or in installments of _____ **[Annual Rent]** per year.

3. **Vinyl Advertisement.**

Sponsor, at its own cost, shall provide to City, by February 1, **[YEAR]** a Vinyl Advertisement of Sponsor's design it may wish to have placed on Scoreboard. The entirety of Advertisement is subject to approval of City, including, but not limited to, size, design, material, construction, and appearance. Such approval must be obtained from City by December 15, **[YEAR]**. Installation of advertisement shall be completed by City according to its sole discretion and approval.

4. **Assignment.**

Sponsor may assign this Agreement to another party with which Sponsor may merge or consolidate, to any subsidiary of Sponsor, to any corporation under common control with Sponsor, or to a purchaser of substantially all of Sponsor's assets. Except as set forth above, Sponsor shall not assign this Agreement in whole or in part without City's consent, such consent not to be unreasonably withheld or delayed.

5. **Repairs.**

During the Agreement term, City shall evaluate condition of Advertisement on an annual basis. City, in its sole discretion, may determine if any repair or replacement is necessary to Advertisement, the cost of which shall be at Sponsor's expense.

6. **Default.**

If default shall at any time be made by Sponsor in the payment of rent when due to City as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Sponsor by City, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Sponsor, and such default shall continue for thirty (30) days after notice thereof in writing to Sponsor by City without correction thereof then having been commenced and thereafter diligently prosecuted, City may declare the term of this Agreement ended and terminated by giving Sponsor written notice of such intention. Thereafter, City shall be free to enter into subsequent Agreements with other parties for services previously rendered according to this Agreement. City shall have, in addition to the remedy above provided, any other right or remedy available to City on account of any Sponsor default, either in law or equity. City shall use reasonable efforts to mitigate its damages.

7. **Notice.**

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to City to:
Conway Parks & Recreation Department
10 Lower Ridge Road
Conway, Arkansas 72032

If to Sponsor to:

[Sponsor]

[Sponsor's Address]

City and Sponsor shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

8. Rights under Agreement.

The terms of this Agreement give Sponsor no other right or benefit other than what is explicitly listed. Sponsor gains no other benefit or right to use of Park.

Use of field or Park shall be governed by separate Agreement between City and Sponsor. As such, the cost of field preparation and marker will be borne by Sponsor under said separate Agreement.

9. Headings.

The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Agreement.

10. Successors.

The provisions of this Agreement shall extend to and be binding upon City and Sponsor and their respective legal representatives, successors and assigns.

11. Consent.

City shall not unreasonably withhold or delay its consent with respect to any matter for which City's consent is required or desirable under this Agreement.

12. Final Agreement.

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.

13. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Arkansas.

14. Savings Clause.

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 executed this Agreement as of the day and year first above written.

CITY OF CONWAY/CONWAY PARKS & RECREATION DEPARTMENT

BY: _____

MAYOR TAB TOWNSELL

[SPONSOR]

BY: _____

[REPRESENTATIVE OF SPONSOR]

Its [TITLE OF REPRESENTATIVE]



Memo

To: Mayor Tab Townsell
Cc: Conway City Council
From: Brian Knopp, Parks Director
Date: February 2, 2010
Re: City of Colleges Park Scoreboard Sponsorship

The Parks Department has spoken with UCA, Hendrix, CBC and St. Joe and all have agreed to be a sponsor for four (4) of the scoreboards at City of Colleges Park. Central Baptist College is willing to purchase sponsorship on the championship field.

The Mayor has a couple of ideas on what to do with the fifth scoreboard that he will discuss during the council meeting.

Central Baptist College and St. Joseph Catholic School will play their home games and practice at the park.

The Parks Department recommends that the council approve the four (4) schools to be sponsors for scoreboard advertisements and to approve the scoreboard sponsorship contract / agreement.

The contract will be a three (3) year term payable by lump sum or in installments. The championship field will be \$7000 and the remaining fields \$5000 each. The contract would be effective starting March 1st, 2010 until February 28th, 2013. There is a renewable clause subject to city's sole discretion and approval.



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

**AN ORDINANCE ACCEPTING A CAPITAL GRANT FROM THE ADVERTISING AND PROMOTION COMMISSION;
 APPROPRIATING PROCEEDS OF THE DONATION; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES**

WHEREAS, the City of Conway is currently constructing a new facility to serve as the Fairground complex which will offer a livestock pavilion, an events center and an Expo Center for the use and benefit of the citizens of Conway and Faulkner County; and

WHEREAS, the cost of construction of the new Fairground facility is being paid for with a combination of funding from the proceeds of the 2007 City of Conway Restaurant Gross Receipts Tax Capital Improvement Bonds, park impact fees and restaurant gross receipts tax monies collected by the Advertising and Promotion Commission and remitted to the City of Conway for park capital improvements; and

WHEREAS, the Advertising and Promotion Commission has made an additional capital grant award to the City of Conway in the amount of \$600,000 specifically to defray the cost of heating, ventilating, and air conditioning ("hvac") equipment in the Expo Center and concrete flooring in the livestock pavilion.

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

Section 1. That the City of Conway does hereby accept the capital grant donation from the Advertising and Promotion Commission in the amount of \$600,000.

Section 2. The City of Conway shall appropriate \$600,000 from the General Fund Donation Account 01.909 and provide budgetary authority in the form of a transfer to the Fairground Capital Project account in the amount of \$600,000 for the hvac equipment and concrete flooring in the Fairground facility capital project account.

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

PASSED this 23rd day of February, 2010.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
 City Clerk/Treasurer



CITY OF CONWAY
SANITATION DEPARTMENT

*P.O. Box 915
4550 Hwy. 64 West
Conway, AR 72033
(501) 450-6155
Fax: (501) 450-6157*

Cheryl Harrington
Director

February 5, 2010

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

Re: Overhead Roll up Doors

Dear Mayor Townsell.

Bids were submitted at 10.00 am, Tuesday, February 2, 2010 at City of Conway City Hall for Replacement Overhead Roll up Doors for the Materials Recovery Facility. Four bids were submitted:

Royal Overhead Door, Inc.	\$55,000.00
Harmon Overhead Door, Inc.	\$61,775.00
Coney's Garage Door, Inc.	\$69,133.00
C & S Fabcon	\$106,500.00

I recommend accepting Bid #1 from Royal Overhead Door for \$55,000.00. This is the lowest bid.

Please advise if you have questions or need additional information.

Sincerely,

Cheryl Harrington
Sanitation Director

BID SUMMARY
Overhead Roll up Doors

Bid #1 submitted by Royal Overhead Door, Inc.

\$55,000.00

Bid #2 submitted by Harmon Overhead Door, Inc.

\$61,775.00

Bid #3 submitted by Coney's Garage Door, Inc.

\$69,133.00

Bid #4 submitted by G & S Fabcon, Inc.

\$106,500.00

I recommend the bid from Royal Overhead Door, Inc. for \$55,000.00. The doors suggested is the one with the lowest bid and met all specifications.



City of Conway
2010-10 Overhead Roll up Doors
Bid Opening Date: Tuesday, February 2nd, 2010
City Hall - Downstairs Conference Room @ 10:00am
www.cityofconway.org

Total Cost of Overhead Roll up Doors

\$ 55,000.00

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

Royal Overhead Door, Inc.

Company Name

Bob Copeland

Company Representative Name

Bob Copeland

Representative's Signature

PO Box 386

Address

bobc@royaldoors.com

Email Address

Mabelvale

City

Ar.

State

72103

Zip

501-455-3667

Telephone Number

501-455-5764

Fax Number

FEB. 2, 2010

Date

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



City of Conway
2010-10 Overhead Roll up Doors
Bid Opening Date: Tuesday, February 2nd, 2010
City Hall - Downstairs Conference Room @ 10:00am
www.cityofconway.org

Total Cost of Overhead Roll up Doors

\$ 61775.00

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

HARMON OVERHEAD DOOR, INC

Company Name

ROY NUNN

Company Representative Name

Roy Nunn

Representative's Signature

4350 Rixey Rd

Address

harmondoor@sbcglobal.net

Email Address

Sherwood

City

AR

State

72117

Zip

501-834-3454

Telephone Number

501-835-5719

Fax Number

1-27-2010

Date

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



City of Conway
2010-10 Overhead Roll up Doors
Bid Opening Date: Tuesday, February 2nd, 2010
City Hall - Downstairs Conference Room @ 10:00am
www.cityofconway.org

Total Cost of Overhead Roll up Doors

\$ 69,133.00

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

Coney's Garage Door, Inc.
Company Name

Harry Coney Jr.
Company Representative Name

[Signature]
Representative's Signature

20 Bronnie Lane info@coneygaragedoor.com
Address Email Address

Conway AR 72034
City State Zip

501-513-0510 501-513-1825
Telephone Number Fax Number

2/1/10
Date

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



City of Conway
 2010-10 Overhead Roll up Doors
 Bid Opening Date: Tuesday, February 2nd, 2010
 City Hall - Downstairs Conference Room @ 10:00am
www.cityofconway.org

Total Cost of Overhead Roll up Doors

\$ 196,500

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

C & S Fabcon Inc.
 Company Name

Edmund Loveless
 Company Representative Name

[Signature]
 Representative's Signature

6807 Hwy 89 S.
 Address Email Address

Cabot Ar 72023
 City State Zip

501-628-7794 501-676-7269
 Telephone Number Fax Number

2-2-10
 Date

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



CITY OF CONWAY
SANITATION DEPARTMENT

*P.O. Box 915
4550 Hwy. 64 West
Conway, AR 72033
(501) 450-6155
Fax: (501) 450-6157*

Cheryl Harrington
Director

February 18, 2010

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

Re: Electrical Services for the Automated Sorting Line

Dear Mayor Townsell,

Bids were submitted at 10.00 am, Thursday, February 18, 2010 at City of Conway City Hall for Electrical Services for the Automated Sorting Line. Two bids were submitted:

Wilbanks Wee Con-Du-It Electric, Inc.	\$42,575.00 ea
Robert Bailey Electric	\$67,000.00 ea

I recommend accepting Bid #1 from Wilbanks Wee Con-Du-It Electric, Inc. for \$42,575.00. This was the lowest bid and met all specs.

Please advise if you have questions or need additional information.

Sincerely,

Cheryl Harrington
Cheryl Harrington
Sanitation Director

BID SUMMARY
Electrical Service
Automated Sorting Line
Bid # 2010-20

Bid #1 submitted by Wilbanks Wee Con-Du-It Electric, Inc.

\$42,575.00

Bid #2 submitted by Robert Bailey Electric

\$67,000.00

I recommend the bid from Wilbanks Wee Con-Du-It Electric, Inc. for \$42,575.00. It was the lowest bid and met all bid specs.

City of Conway
2010-20 – Electrical Service
Automated Sorting Line
Bid Opening Date: Thursday, February 18th, 2010
City Hall - Downstairs Conference Room @ 10:00am

Total Cost of Electrical Service for Automated Sorting Line

\$ 42,575.00

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

WILBANKS WEE CON-DO-IT ELECTRIC, INC
Company Name

ANDREW R. WILBANKS
Company Representative Name

Andrew R. Wilbanks
Representative's Signature

146 CR 522
Address

weeconduit@hotmail.com
Email Address

CORINTH
City

MS
State

38834
Zip

662-286-6211
Telephone Number

662-286-9589
Fax Number

2/16/2010
Date

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



City of Conway
2010-20 - Electrical Service
Automated Sorting Line
Bid Opening Date: Thursday, February 18th, 2010
City Hall - Downstairs Conference Room @ 10:00am

Total Cost of Electrical Service for Automated Sorting Line

\$ 67,000.00

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

ROBERT BAILEY ELECTRIC
Company Name

Bobby DEEVER
Company Representative Name

Bobby Deever
Representative's Signature

620 MERRIMAN bobby@baileyelectric.NET
Address Email Address

CONWAY AR 72032
City State Zip

501-327-3955 501-327-0589
Telephone Number Fax Number

2-18-10
Date

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





CITY OF CONWAY
SANITATION DEPARTMENT

*P.O. Box 915
4550 Hwy. 64 West
Conway, AR 72033
(501) 450-6155
Fax: (501) 450-6157*

Cheryl Harrington
Director

February 18, 2010

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

Re: Below Grade Pit for the Automated Sorting Line

Dear Mayor Townsell,

Bids were submitted at 10.00 am, Thursday, February 18, 2010 at City of Conway City Hall for Below Grade Pit for the Automated Sorting Line. One bid were submitted:

Nabholz Construction Services	\$19,958.00 ea
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I recommend accepting this Bid from Nabholz Construction Services for \$19,958.00. This was the only bid and met all specs.

Please advise if you have questions or need additional information.

Sincerely,

Cheryl Harrington
Cheryl Harrington

BID SUMMARY
Below Grade Pit
Automated Sorting Line
Bid # 2010-22

Only 1 Bid submitted by Nabholz Construction Services

\$19,958.00

I recommend the bid from Nabholz Construction Services for \$19,958.00. It was the only bid and met all bid specs.

City of Conway
2010-22 – Below Grade Pit -- Automated Sorting Line
Bid Opening Date: Thursday, February 18th, 2010
City Hall - Downstairs Conference Room @ 10:00am
www.cityofconway.org

Total Cost of Below Grade Pit for Automated Sorting Line

\$ 19,958.00

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

Nabholz Construction Services
Company Name

Darrell E Horton
Company Representative Name

Darrell Horton
Representative's Signature

522 Merriman Conway Darrell.Horton@Nabholz.com
Address Email Address

Conway AR 72032
City State Zip

501-505-5847 501-329-0562
Telephone Number Fax Number

2-18-2010
Date

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



CITY OF CONWAY
SANITATION DEPARTMENT

*P.O. Box 915
4550 Hwy. 64 West
Conway, AR 72033
(501) 450-6155
Fax: (501) 450-6157*

Cheryl Harrington
Director

February 18, 2010

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

Re: Platforms & Stairs for the Automated Sorting Line

Dear Mayor Townsell,

Bids were submitted at 10.00 am, Thursday, February 18, 2010 at City of Conway City Hall for Platforms & Stairs for the Automated Sorting Line. Two bids were submitted:

Cubic Designs, Inc.	\$192,500.00 ea
American Steel Products, Inc.	\$283,152.15 ea

I recommend accepting Bid #1 from Cubic Designs, Inc. for \$192,500.00. This was the lowest bid and met all specs.

Please advise if you have questions or need additional information.

Sincerely,

Cheryl Harrington
Cheryl Harrington
Sanitation Director

BID SUMMARY
Platforms & Stairs
Automated Sorting Line
Bid #2010-21

Bid #1 submitted by Cubic Designs, Inc.
\$192,500.00
Delivered & Installed

Bid #2 submitted by American Steel Products, Inc.
\$283,152.15
Installation

I recommend the bid from Cubic Designs, Inc. for \$192,500.00. It was the lowest bid and met all bid specs.

1/2

City of Conway
 2010-21 – Platforms & Stairs
 Automated Sorting Line
 Bid Opening Date: Thursday, February 18th, 2010
 City Hall - Downstairs Conference Room @ 10:00am
www.cityofconway.org

Total Cost of Platforms & Stairs for Automated Sorting Line

\$ 7192,500.00 DELIVERED & INSTALLED.
 * SEE PAGE # 2 OF 2 FOR SALES TAX

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

CUBIC DESIGNS, INC
 Company Name

JOHN SLOAN
 Company Representative Name

John Sloan
 Representative's Signature

16770 W. VICTOR ROAD JOHN.SLOAN@CUBICDESIGNS.COM
 Address Email Address

NEW BERLIN WI 53151
 City State Zip

859-619-2179 262-789-1970
 Telephone Number Fax Number

FEBRUARY 17, 2010
 Date

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



City of Conway
2010-21 – Platforms & Stairs
Automated Sorting Line
Bid Opening Date: Thursday, February 18th, 2010
City Hall - Downstairs Conference Room @ 10:00am
www.cityofconway.org

Total Cost of Platforms & Stairs for Automated Sorting Line

\$ 283,152.¹⁵

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

American Steel Products, Inc
Company Name

Natasha Hendricks / Pat O'Porien
Company Representative Name

Kendal Yallerkin
Representative's Signature

10350 N. Vancouver Way, #295 pat@americansteelonline.com
Address Email Address

Portland OR 97217
City State Zip

503-288-8420 503-288-1223
Telephone Number Fax Number

2/17/2010
Date

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





ARKANSAS
Department of Environmental Quality



RECOVERY.ARKANSAS.GOV
Keeping Arkansans at Work

February 12, 2010

Tab Townsell
City of Conway
1201 Oak Street
Conway, AR 72032

Dear Mayor Townsell:

Enclosed please find two copies of the Memorandum of Agreement (MOA) to implement the American Recovery and Reinvestment Act (ARRA) State Diesel Emissions Reduction Program in Arkansas for the City of Conway. The MOA describes the roles and responsibilities for each party, review it carefully. After review and authorization, please sign and return both copies to ADEQ, Attn: Elizabeth Sartain. The ADEQ Director will sign both MOAs and one original will be mailed back to you. When you receive the signed MOA, it will serve as your official notice to proceed with your project.

The City of Conway will provide monthly progress reports and a detailed final report will be required along with a detailed and itemized reimbursement request. The City of Conway will also provide information of jobs created or retained as part of this project in the monthly reports and in the final project report. Monthly reports will be due by the 3rd calendar day of the following month. The final project report will be due by August 31, 2010. The monthly report template is enclosed as Attachment C. The reports may be sent electronically via email to GoRED@adeq.state.ar.us or faxed to (501) 682-0753, Attention: Elizabeth Sartain.

ADEQ will reimburse all recipients by September 30, 2010, or earlier if a complete reimbursement request has been received. For ARRA accounting purposes, the Department is required to inform you of the Federal award number which is 96689601, the Catalog of Financial Domestic Assistance Number 66.040 and the total amount of funds awarded to the City of Conway which is \$27,580.98.

We hope that by working together we can help improve the air quality for the citizens of our state. Please let me know if you have any questions or need further information. My telephone number is (501) 682-0719, and my e-mail address is sartain@adeq.state.ar.us.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Sartain".

Elizabeth Sartain
Environmental Program Coordinator
Air Division



RECOVERY.ARKANSAS.GOV
Keeping Arkansans at Work



**ARRA STATE DIESEL EMISSIONS REDUCTION PROGRAM IN ARKANSAS
MEMORANDUM OF AGREEMENT
BETWEEN
THE ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY
AND
THE CITY OF CONWAY**

AGREEMENT NUMBER: ARRA DERA State 09-007

AGREEMENT: This Memorandum of Agreement (MOA) is entered into between the Arkansas Department of Environmental Quality (ADEQ) and the City of Conway. Funding for this project is provided by ADEQ through the United States Environmental Protection Agency (EPA) and through the American Recovery and Reinvestment Act of 2009 (ARRA).

PERIOD COVERED: This diesel emission reduction project is to be completed by August 31, 2010. The terms and funding as described in this Agreement establish no precedent for any future extension of this Agreement.

SCOPE AND OBJECTIVES: The City of Conway proposes to replace the engine of one Cummins trash compactor. The engine replacement to be installed for this project must be certified to emit at least 25% less NO_x than the engine being replaced based on the federal standard for that engine.

This Agreement will outline each party's responsibilities and obligations to successfully implement this project.

TERMS OF AGREEMENT

Definitions and Abbreviations:

ADEQ or Agency: Arkansas Department of Environmental Quality

ARRA: American Recovery and Reinvestment Act of 2009

ARRO: Arkansas Recovery and Reinvestment Office

CARB: California Air Resources Board

CCR: Central Contractor Registration

DUNS Number: The Data Universal Numbering System, abbreviated as DUNS or D-U-N-S is a system developed and regulated by Dun and Bradstreet which assigns a unique numeric identifier to a single business entity.

EPA: United States Environmental Protection Agency

Engine Replacement: Engine replacement refers to the removal of an existing engine and its replacement with a newer or cleaner engine that is certified to a more stringent set of engine emissions standards. Engine replacements may include diesel engine replacement with an engine certified for use with a cleaner fuel such as compressed natural gas or propane.

3. ADEQ will provide reimbursement only when a complete reimbursement request, final report and diesel fleet inventory is received by ADEQ. A final report template and diesel fleet inventory spreadsheet is included as Attachments A and B.
4. ADEQ agrees to provide assistance and guidance to the City of Conway for this project. Elizabeth Sartain and Angela Coats are the contacts for this project at ADEQ. Contact information is as follows: Elizabeth Sartain, Environmental Program Coordinator, Air Division, 5301 Northshore Drive, North Little Rock, AR 72118, Phone: (501) 682-0719, Fax: (501) 682-0753, or E-Mail: sartain@adeq.state.ar.us. Angela Coats, Ecologist, can be reached at (501) 682-0751, Fax: (501) 682-0753, or E-Mail: coats@adeq.state.ar.us.

THE CITY OF CONWAY

By this Agreement:

1. Within 120 days of the signing of this Agreement, the City of Conway agrees to place an order for no more than one engine replacement.
2. The City of Conway will provide at least 25% of the total of all project costs in matching funds or in-kind service.
3. The City of Conway will submit to ADEQ an invoice and reimbursement request with supporting documentation itemizing all of the actual expenses incurred to purchase and install the engine, as well as other valid charges including any matching funds or in-kind services, by August 31, 2010. ADEQ may not be able to provide reimbursement after this date.
4. The City of Conway will provide documentation that the engine replacement chosen is certified to emit at least 25% less NO_x than the engine being replaced based on the federal standard for the engine.
5. The City of Conway agrees to provide certification of the installation of the new engine on one trash compactor. The installation process shall be completed and certification received by ADEQ no later than August 31, 2010.
6. The City of Conway agrees that the replacement engine will perform the same function as the engine that is being replaced.
7. The City of Conway agrees that the replacement engine will be of similar horsepower as the engine being replaced.
8. The City of Conway certifies that the engine was not already scheduled to be replaced under normal attrition.
9. The City of Conway agrees that the engine being replaced is operational.
10. The City of Conway agrees to provide documentation that the replaced engine was scrapped, rendered inoperable or returned to the manufacturer for remanufacturing to a certified cleaner emission standard. Engine scrapping can be completed by drilling a hole in the engine block and manifold. Other acceptable scrapping methods may be considered, with ADEQ approval. The

ADEQ to hold a press event or use other methods to publicize the project. If any of these take place, ADEQ will provide adequate notice of such event to the City of Conway contact person to coordinate such an event.

20. Angie Howard is the contact person for this project at the City of Conway. Contact information is as follows: Angie Howard, Recycling Coordinator, Conway Sanitation Department, 4550 Highway 64 West, Post Office Box 915, Conway, AR 72033, Phone: (501) 472-2342, Fax: (501) 450-6157.
21. The City of Conway understands and accepts that ADEQ has the right to terminate this agreement and not provide reimbursement if all requirements of this MOA are not met.

ARRA REQUIREMENTS: The following requirements are necessary to meet the terms of ADEQ's and the City of Conway's obligations of accepting federal stimulus funding.

PROTECTION OF WHISTEBLOWERS: The City of Conway agrees that employees of the City of Conway or any employees of the chosen vendor receiving funding for this project may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Recovery Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee, a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonable believes is evidence of (1) gross mismanagement of an agency contract or grant relating to grant funds; (2) a gross waste of covered funds; (3) a substantial and specific danger to public health or safety related to implementation or use of grant funds; (4) an abuse of authority related to implementation or use of covered funds; or (5) a violation of law, rule or regulation related to a grant awarded or issued relating to covered funds. To inform employees of their protection, the enclosed poster, Attachment E, MUST be visibly placed for employees. A notation stating, "Report information concerning fraud, waste, and abuse to <http://recovery.arkansas.gov/fraud.php>", should be included on the posting.

ARRA GENERAL ASSURANCES: As the duly authorized representative of the grantee, I certify that the grantee:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the awards; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will not dispose of, modify the use of, change the terms of the real property title, or other interest in site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501 -1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal Funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction sub agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
20. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
21. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

7. PROHIBITION ON USE OF ARRA FUNDS: Grantee agrees that none of the funds made available under this grant may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

8. REPORTING REQUIREMENTS: Grantee agrees to abide by the same transparency measures that all State of Arkansas agencies are required to follow, as well as, auditing and accounting procedures for all aspects of federal spending related to ARRA; and shall comply with the reporting guidelines set forth at: http://recovery.arkansas.gov/dfa/dfa_index.html.

Grantee agrees to submit reports to the awarding State agency for the centralized reporting tool developed for the State of Arkansas agencies to utilize and meet the requirements of reporting pursuant to Section 1512 of the ARRA to www.FederalReporting.gov. Accordingly, Grantee agrees to provide the awarding State agency with the following information in a timely manner, no later than the 3rd day after the end of each calendar month, as provided in the grant. This report must at least contain the information outlined below.

- a. The total amount of ARRA funds received by Grantee during the Reporting Period;
- b. The amount of ARRA funds that were expended or obligated during the Reporting Period;
- c. A detailed list of all projects or activities for which ARRA funds were expending or obligated, including
 - i. the name of the project or activity;
 - ii. a description of the project or activity;
 - iii. an evaluation of the completion status of the project or activity; and
 - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity
- d. For any sub grantees equal to or greater than \$25,000:
 - i. The name of the entity receiving the sub-grant;
 - ii. The amount of the sub-grant
 - iii. The transaction type;
 - iv. The North American Industry Classification System (NAICS) code or
 - v. Catalog of Federal Domestic Assistance (CFDA) number;
 - vi. Program source;
 - vii. An award title descriptive of the purpose of each funding action;
 - viii. The location of the entity receiving the sub-grant;
 - ix. The primary location of the sub-grant, including the city, state, congressional district, and country; and
 - x. A unique identifier of the entity receiving the sub-grant and the parent entity of Grantee, should the entity be owned by another.
 - xi. The names and total compensation of the five most highly compensated officers of the company if it received:
 - (1) 80% or more of its annual gross revenues in Federal awards; and
 - (2) \$25,000,000 or more in annual gross Revenue from Federal awards.
- e. For any sub-grantees of less than \$25,000 or to individuals, the information required above may be reported in the aggregate and requires the certification of an authorized officer of Grantee that the information contained in the report is accurate.
- f. Any other information reasonably requested by the State of Arkansas or required by state or federal law or regulation.

Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided on line at www.FederalReporting.gov. The additional requirements will be added to the grant(s).

Grantee agrees to submit information for reporting under Section 14008 of the American Recovery and Reinvestment Act of 2009:

For each year of the program, a State must submit to the Secretary, at such time and in such manner as the Secretary may require, a report that describes—

- (1) the uses of funds provided under this title within the State;
- (2) how the State distributed the funds it received under this title;
- (3) the number of jobs that the Governor estimates were saved or created with funds the State received under this title;

newly created website to provide the ability to quickly identify Recovery and Reinvestment programs throughout the state. The guidelines for placement of these logos can be found at <http://recovery.arkansas.gov/websitelines/>.

14. WEBSITE LINKS: Grantee agrees to provide a website link to an Arkansas Recovery Website resource page on the grantee's established website or newly developed website. Sample guidelines for resource pages can be found at: http://recovery.arkansas.gov/dfa/dfa_index.html.

15. PRESS RELEASES, PUBLIC NOTICES, PRINTED MATERIALS, AND SIGNAGE: Grantee agrees to receive approval from the Arkansas Office of Recovery and Reinvestment for all public notices, press releases, and printed materials created to inform the public of a program or project relating to ARRA funds prior to release, and that signage identifying the program or project shall be placed on site.

16. INFRASTRUCTURE CERTIFICATION: Grantee agrees that for infrastructure investment projects, the grantee, or appropriate chief executive, must post an online certification that the infrastructure investment received the full review and vetting required by law and that the grantee accepts responsibility that the investment is an appropriate use of taxpayer funds. This certification along with other required information such as a description of the investment, estimated total cost, and amount of Recovery Act funds to be used, must be posted and linked on the Recovery Accountability Transparency Board website. A grantee may not use funds for infrastructure investment funding unless this certification is made and posted.

17. MAINTAIN ADEQUATE RECORDS: Grantee agrees to maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>; and for recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC. The grantee agrees to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program, as well as, agrees to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

NON-APPROPRIATION CLAUSE: "In the event that the State of Arkansas fails to appropriate funds or make monies available for the period covered by the term of this agreement for the equipment to be purchased and installed by the City of Conway, this shall be terminated on the last biennial period for which funds were appropriated or monies made available for such purposes.

This provision shall not be construed to abridge any other right of termination the Agency may have."

CERTIFICATION: The undersigned verifies that all equipment to receive an engine replacement is owned by the City of Conway and all funds provided through this MOA will be used in accordance with the above agreement.

SIGNED:

Teresa Marks DATE
Director
Arkansas Department of
Environmental Quality

Tab Townsell DATE
Mayor
City of Conway



City of Conway - Mayor's Office
1201 Oak Street
Conway, AR 72032
www.cityofconway.org



Memo:

To: City Council Members
CC: Lisa Mabry Williams
From: Mayor Tab Townsell
Date: February 19, 2010
Re: Conway Civil Service Commission

I would like to recommend Jeff Boucher for a re-appointment to the City of Conway Civil Service Commission.

Mr. Boucher was appointed to serve on this board in 2006; filling the remainder of Debra Wilson term. He is very familiar with the City of Conway policies and procedures.

I respectfully request this re-appointment to the Conway Civil Service Commission for an additional six year term.

Please advise if you have any questions.

AGREEMENT

This agreement is entered this _____ of January, 2010, between the City of Conway, Arkansas, and the Conway Housing Authority.

WITNESSETH:

WHEREAS, the Conway Housing Authority (hereafter, "CHA") desires to maintain and improve the security of its premises and to serve the respective needs and to provide for the maximum mutual benefit of the parties hereto; and

WHEREAS, this objective is to be accomplished by the controlled interaction of the City's police officers with tenants and guests of CHA; and

WHEREAS, the Conway Housing Authority desires to prevent and control crime, restore and/or maintain order, and reduce citizens' fear of crime within the CHA.

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

1. SERVICES

The City shall provide one fully equipped community policing officer, with police vehicle, on a full-time basis to for the Conway Housing Authority. The Chief will select a qualified candidate. The officer will be selected based upon their qualifications to perform assigned duties. Should said community policing officer be requested by CHA to work any hours beyond the normal complement of the officer's pay period, said overtime hours will be subject to reimbursement by CHA to the City of Conway.

2. CONSIDERATION

In consideration for providing the above-described services, the Conway Housing Authority shall pay to the City the sum of \$35,000, which represents an amount that will offset the costs associated with the City providing one officer. The compensation shall be paid by the Conway Housing Authority to the City of Conway in full, between January 1, 2010 and December 31, 2010.

3. TERMS

The initial term of this Agreement shall be for a period commencing January 1, 2010, to and including, December 31, 2010. Absent termination by one of the parties hereto, or amendments mutually agreed upon by the parties, this Agreement shall automatically be renewed for additional terms of one year. This Agreement and all performances and obligations required hereunder may be terminated by the Mayor of the City of Conway or the executive director of the Conway Housing Authority at any time and for any cause provided that the terminating party provides the other party with written notice of termination immediately upon the date of termination.

4. PERSONNEL

The officer provided by the City shall be considered an employee of the City. Notwithstanding anything contained in the Agreement the Officer shall at all times be subject to the policies and procedures of the Conway Police Department. The City shall be responsible for the selection of an officer. The City shall be responsible for the special training of the officer as required for participation in this program, and the scheduling of such officer. As required for the police department’s performance evaluation system, CHA’s Executive Director will provide letter input relating to the assigned officer’s performance. Additionally, to insure the assigned officer’s working hours and days of work are aligned with the needs of the housing authority’s resident’s needs and priorities, a resident survey, inquiring about such hours and working days and other such dimensions, will be conducted on an annual basis and provided to the Chief of Police for his review no later than December 15th of each calendar year. Based upon such survey results, and collaboration with the CHA Executive, Officer working hours and days of work will be aligned with such findings.

5. INSURANCE

City and Conway Housing Authority acknowledges that the City of Conway, as a requirement of this Agreement, shall not be required to have additional insurance.

6. ASSIGNMENT AND SUBCONTRACTING

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

7. NOTICES

Notices hereunder shall be given by first-class mail or personal service. Notice to the City shall be delivered or addressed to the Mayor, City of Conway, 1201 Oak Street, Conway, AR 72032. Notice to the Conway Housing Authority shall be delivered or addressed to the Executive Director, Mary Boyd, 335 S. Mitchell, Conway, Arkansas, 72034.

Conway Housing Authority

City of Conway

Executive Director

Mayor Tab Townsell

Date: _____

Date: _____



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

**AN ORDINANCE ACCEPTING RESTITUTION FOR OVERTIME PERFORMED BY THE CONWAY
POLICE DEPARTMENT PERSONNEL; AND FOR OTHER PURPOSES**

WHEREAS, the City of Conway has received restitution from various sources totaling \$66,381 for overtime duties performed by the Conway Police Department personnel from November through December 2009; and

WHEREAS, budgetary authority for the additional required overtime 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 accept restitution in the amount of \$66,381 from various sources and shall appropriate the same amount to the Conway Police Department overtime account (01.113.121).

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

PASSED this 23rd day of February, 2010.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



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

AN ORDINANCE APPROPRIATING FUNDS TO THE CONWAY POLICE DEPARTMENT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, the Conway Police Department has received reimbursement funds in the amount of \$3244.23 from the Secret Service for equipment; and

WHEREAS, the Conway Police Department needs these funds to support additional expenditure requests for FY 2010; and

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

SECTION 1. The City of Conway shall accept these funds and shall appropriate to the following expenditure accounts:

\$1408.23 – 01.113.945 (Audio Visual Equipment)

\$ 625.00 – 01.113.331 (Office Supplies)

\$1211.00 – 01.113.354 (Accountable Equipment)

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

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

PASSED this 23rd date of February, 2010.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer

City of Conway
Conway Police Department
Chief AJ Gary
1105 Prairie Street
Conway, AR 72032
501.450.6120
www.cityofconway.org

MEMORANDUM

TO: City Council Members/Mayor Tab Townsell
FROM: Chief A.J. Gary
DATE: February 2, 2010
SUBJECT: Acceptance of Bid for Mobile Vision Camera Systems

Bids were opened January 20, 2010 for the mobile vision equipment for the new police vehicles.

The following bids were received:

- | | |
|---|-------------|
| • Motorsports-Exchange.com LLC – Option 1 | \$37,838.39 |
| • Legaltek | \$44,990.00 |
| • Motorsports – Exchange.com LLC – Option 2 | \$50,507.28 |
| • Digital-Ally | \$54,395.00 |
| ○ Option A - \$4,495 ea | |
| ○ Option B - \$4145 ea | |
| • TCSware | \$57,239.00 |
| • L3 Communications | \$63,645.60 |
| • CDW-G | \$85,286.55 |

The bids received from Motorsports Exchange.com, Legaltek, Digital-Ally did not meet the bid specifications requirement.

Therefore we are requesting that the Council accept the bid received from TCSware in the amount of \$57,239; which was the lowest bidder that met the required specs.

Thank you for your consideration.

DATATOYS BID OPTION #1



City of Conway
2010-09 Digital Video Recording System
Bid Opening Date: Wednesday, January 20th, 2010
City Hall - Downstairs Conference Room @ 10:00am
www.cityofconway.org

Total Cost of In-Car Digital Video Recording System

\$ 37,838.39

Unsigned bids will be rejected:

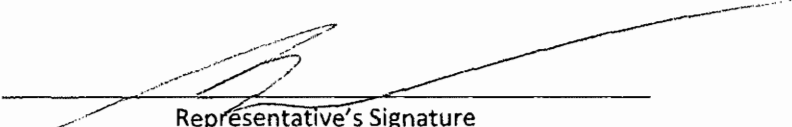
Authorized Agent Bidding on this project:

Motorsports-Exchange.com LLC

Company Name

Roy Dietsch

Company Representative Name


Representative's Signature

500 W. Brown Deer Road, Suite 216

Address

rdietsch@datatoys.com

Email Address

Milwaukee,

City

WI

State

53217

Zip

800-210-8017

Telephone Number

414-306-6440

Fax Number

01/18/2010

Date

Motorsports-Exchange LLC

500 W. Brown deer Rd. Suite 216
 Milwaukee Wisconsin 53217
 Tel. 414.294.8017
 Fax (414)351-6555



Sold To: City of Conway
 1201 Oak Street
 Conway, AR 72032

No. CONWAY20100115

January 15, 2010

SALESREP	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS	EXPIRES
RDD		45 DAYS	FEDEX	MILWAUKEE, WI	NET 30	4/30/2009

QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
11 pcs	DT-XMDVR-PLUS2	XM-DVR Pro PLUS 2	\$1,997.00 ea	\$21,967.00
11 pcs	DT-CAM-ZOOM	Sony CCD 220X Camera with Optical and Digital Zoom. UPGRADE	\$100.00 ea	\$1,100.00
11 pcs	DT-CAM-REAR	Sony CCD Rear View Camera (IR Capable)	\$0.00 ea	\$0.00
11 pcs	DT-XMDVR-8GB	8GB SanDisk Extreme IV Compact Flash Memory Card	\$90.00 ea	\$990.00
11 pcs	DT-XMDVR-MIC	Wireless Microphone Telex PW24, Unit, Base, Belt Clip, Extra Charging Base	\$446.50 ea	\$4,911.50
11 pcs	DT-MNT-SCT	Suction Cup Window Mount	\$30.00 ea	\$330.00
11 pcs	DT-XMDVR-SWITCH	Record Stop/Start Switch	\$59.99 ea	\$659.89
11 pcs	DT-SCREEN-3.8	Datatoys 3.8" High Resolution Monitor	\$200.00 ea	\$2,200.00
11 pcs	DT-XMDVR-RCU	System Control Module	\$500.00 ea	\$5,500.00

Payment Instructions

Mail To:
 Datatoys AR
 500 W. Brown Deer Rd. #216
 Milwaukee, WI 53217

SUBTOTAL	\$37,658.39
Freight	\$180.00
Per Unit	\$3,439.85
TOTAL	\$37,838.39


 1/18/2010



City of Conway
2010-09 Digital Video Recording System
Bid Opening Date: Wednesday, January 20th, 2010
City Hall - Downstairs Conference Room @ 10:00am
www.cityofconway.org

Total Cost of In-Car Digital Video Recording System

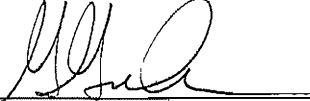
\$ 44,990.00

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

GULEN, INC. DBA LEGALTEK
Company Name

GREG GULEN
Company Representative Name


Representative's Signature

5733 E. SANTA ANA CANYON RD SU.B GGULEN@EARTHLINK.NET
Address Email Address

ANAHEIM, CA 92807
City State Zip

714-321-9200 714-974-9666
Telephone Number Fax Number

JANUARY 18, 2010
Date

DATATOYS BID OPTION #2



City of Conway
2010-09 Digital Video Recording System
Bid Opening Date: Wednesday, January 20th, 2010
City Hall - Downstairs Conference Room @ 10:00am
www.cityofconway.org

Total Cost of In-Car Digital Video Recording System

\$ 50,507.28

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

Motorsports-Exchange.com LLC

Company Name

Roy Dietsch

Company Representative Name

Representative's Signature

500 W. Brown Deer Road, Suite 216 rdietsch@datatoys.com
Address Email Address

Milwaukee, WI 53217
City State Zip

800-210-8017 414-306-6440
Telephone Number Fax Number

01/18/2010

Date

Motorsports-Exchange LLC

500 W. Brown deer Rd. Suite 216
 Milwaukee Wisconsin 53217
 Tel. 414.294.8017
 Fax (414)351-8555



Sold To: City of Conway
 1201 Oak Street
 Conway, AR 72032

No. CONWAY20100115
 January 15, 2010

SALESREP	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS	EXPIRES
RDD		45 DAYS	FEDEX	MILWAUKEE, WI	NET 30	4/30/2009

QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
11 pcs	DT-XMDVR-PLUS2	XM-DVR Pro PLUS 2	\$1,997.00 ea	\$21,967.00
11 pcs	DT-CAM-ZOOM	Sony CCD 220X Camera with Optical and Digital Zoom UPGRADE	\$100.00 ea	\$1,100.00
11 pcs	DT-CAM-REAR	Sony CCD Rear View Camera (IR Capable)	\$0.00 ea	\$0.00
11 pcs	DT-XMDVR-8GB	8GB SanDisk Extreme IV Compact Flash Memory Card	\$90.00 ea	\$990.00
11 pcs	DT-XMDVR-MIC	Wireless Microphone Telex PW24, Unit, Base, Belt Clip, Extra Charging Base	\$446.50 ea	\$4,911.50
11 pcs	DT-MNT-SCT	Suction Cup Window Mount	\$30.00 ea	\$330.00
11 pcs	DT-XMDVR-SWTCH	Record Stop/Start Switch	\$59.99 ea	\$659.89
11 pcs	DT-SCREEN-3.8	Datatoys 3.8" High Resolution Monitor	\$200.00 ea	\$2,200.00
11 pcs	DT-XMDVR-RCU	System Control Module	\$500.00 ea	\$5,500.00
11 pcs	DT-MVIEW-BASE	Multi-View Quattro Base Kit	\$799.00 ea	\$8,789.00
11 pcs	DT-MVIEW-5HZ	5HZ GPS Unit	\$349.99 ea	\$3,849.89

Payment Instructions

Mail To:
 Datatoys AR
 500 W. Brown Deer Rd. #216
 Milwaukee, WI 53217

SUBTOTAL	\$50,297.28
Freight	\$210.00
Per Unit	\$4,591.57
TOTAL	\$50,507.28

 1/18/2010



City of Conway
2010-09 Digital Video Recording System
Bid Opening Date: Wednesday, January 20th, 2010
City Hall - Downstairs Conference Room @ 10:00am
www.cityofconway.org

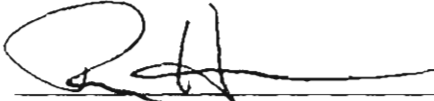
Total Cost of In-Car Digital Video Recording System
Option A) \$4,945.00 ea. DVM-750
Option B) \$4,145.00 ea. DVM-500 Plus

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

Digital Ally, Inc
Company Name

Russ Herron - Sales Support Manager
Company Representative Name


Representative's Signature

7311 W. 130th, Suite 170 russell.herron@digitalallyinc.com
Address Email Address

Overland Park KS 66213
City State Zip

913-814-7774 913-814-7775
Telephone Number Fax Number

January 18, 2010
Date



Total Cost of In-Car Digital Video Recording System

Copy

\$ 57,239.00

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

TCSWARE, Inc.

Company Name

Joe T Payne

Company Representative Name

Representative's Signature

3599 Old Brandon Rd Jpayne@tcsware.com

Address Email Address

Pearl, MS 39208

City State Zip

601-932-8271 601-932-9399

Telephone Number Fax Number

January, 18th 2010

Date

City of Conway

2010-09 Digital Video Recording System

Bid Opening Date: Wednesday, January 20th, 2010

City Hall - Downstairs Conference Room @ 10:00am

www.cityofconway.org



Tomorrow's Solutions... Today

3599 Old Brandon Rd.
 Phone 601.932.0271
 P.O. Box 54186

Pearl, MS. 39208
 Fax: 601.939.0265
 Pearl, MS. 39288
<http://www.tcsware.com>

Mobile-Vision, Inc.

Bid Response /Quotation Ciyt of Conway 2010-09

Conway Police Department

1-18-10

Sales Rep: Joe Payne

Quote Number: JP 41106-4

COPY

P:
F:

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
11	MVD-FBDVS FlashBack™ Digital Video Recorder (DVR) Mobile-Vision In-Car Digital Video Recording (DVR) solution w ith: <ul style="list-style-type: none"> • Nite-Watch™ Color camera w ith a 12X Optical – 144X Digital zoom lens. • Standalone Active Matrix Color 3.5" LCD Monitor. • VoiceLink Plus™ 900MHz DSS Wireless Microphone. • Overw rite Protection feature. • Wireless 802.11(g) LAN Card and Antenna. • 8GB Flash Memory Card. • GPS Receiver and Antenna. • All mounts, cables and hardw are. • 1-Year Factory Parts and Labor Warranty. 	\$5,149.00	\$56,639.00

Note: Pricing does not include physical installation of the antenna or any network wiring.

SUBTOTAL \$ 56,639.00

Delivery: 90 Days or Less ARO

SALES TAX (as required) NA

Credit Terms: Net 30 days

Shipping w/n the continental USA via UPS Ground \$ 600.00

Other State/Local Fees: Not Included

TOTAL \$ 57,239.00

Signature of TCSware Representative



City of Conway
2010-09 Digital Video Recording System
Bid Opening Date: Wednesday, January 20th, 2010
City Hall - Downstairs Conference Room @ 10:00am
www.cityofconway.org

Total Cost of In-Car Digital Video Recording System

\$ 63,645.60 (11 units - includes tax and shipping)

Unsigned bids will be rejected:

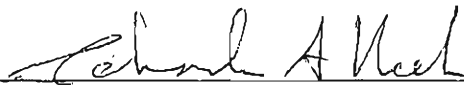
Authorized Agent Bidding on this project:

L-3 Communications Mobile-Vision, Inc.

Company Name

Charles A. Vlcek

Company Representative Name



Representative's Signature

90 Fanny Rd.

Address

mike.ries@l-3com.com

Email Address

Boonton

City

NJ

State

07005

Zip

800-336-8475

Telephone Number

973-257-3024

Fax Number

1-15-10

Date



Conway Police Department
1201 Oak Street
Conway, AR 72032

Date: 1/13/2010

Quotation Number: 0075113

Prices Valid Until: 3/14/2010

Attention: Ralph Creaton

Page 1

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
11	MVD-FB2DVS Flashback 2 Digital Video System	\$ 5,295.00	\$ 58,245.00
11	MVD-CRASH-BAT Collision Sensor (Triggers DVR for recording when involved in crash) Assembly product	\$ 0.00	\$ 0.00
11	MVD-FB-CK2 Cable Kit, DVR w/OHC	\$ 0.00	\$ 0.00
	CV Cars with center console install		
11	MVD-DM2-24/55BK Stud mount antenna 15' cables (RF-195 & RG-174) with SMA/SMA bolt configuration (not mag mount) black Dome Antenna Black body mount antenna	\$ 0.00	\$ 0.00

Customer to arrange for own installation.

Note: Pricing does not include installation of the ICV's antenna, network wiring or wireless access points where noted.

DELIVERY: 30 Days or Less ARO

EDIT TERMS: Net 30 Days

OTHER STATE/LOCAL FEES: Not Included

SUBTOTAL:	\$	58,245.00
Sales Tax (As Required):	\$	4,850.60
Shipping w/n the continental USA via UPS Ground:	\$	550.00
TOTAL:	\$	63,645.60



City of Conway
2010-09 Digital Video Recording System
Bid Opening Date: Wednesday, January 20th, 2010
City Hall - Downstairs Conference Room @ 10:00am
www.cityofconway.org

Total Cost of In-Car Digital Video Recording System

\$ 85,286.55

Unsigned bids will be rejected:

** In stock item—Most shipped same day order is placed.

Authorized Agent Bidding on this project:

**Out of stock item—2-10 days ARO, subject to availability.

CDW Government LLC

Company Name

Maureen O'Connell-Manager, Proposals

Company Representative Name

Maureen O'Connell *

Representative's Signature

230 North Milwaukee Ave

Address

dawnkin@cdwg.com

Email Address

Vernon Hills

City

IL

State

60061

Zip

(866)876-7393

Telephone Number

(312)705-7675

Fax Number

01/18/2010

Date

*CDW Government LLC ("CDW•G") submits this bid response subject only to the terms and conditions contained in the current SYNEXX GSA SCHEDULE (SLED) GS-35F-0143R Contract. Any terms and conditions in the bid or elsewhere that are additional to or different from the terms and conditions of the current SYNEXX GSA SCHEDULE (SLED) GS-35F-0143R Contract shall not apply to any transaction(s) that results from CDW•G's submission of its bid response and such transaction(s) shall be subject only to the terms and conditions of the current SYNEXX GSA SCHEDULE (SLED) GS-35F-0143R Contract.



CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
BLPR775	6431371	1/14/2010

BILL TO:
 CITY OF CONWAY
 4605 WESCON LN
 ATT: TERI KAHOOKELE

SHIP TO:
 CITY OF CONWAY
 Attention To: CONWAY POLICE
 DEPARTMENT
 4605 WESCON LN
 ATT: TERI KAHOOKELE

Accounts Payable
 CONWAY, AR 72034-8100

CONWAY, AR 72034-8100
 Contact: CITY OF CONWAY

Customer Phone #501.450.6126

Customer P.O. # ARBITRATOR
 SYSTEM SETUP

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
KING 866.876.7393	UPS Ground (2- 3 Day)	Request Terms	

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
11	1786726	PANASONIC ARBITRATOR KIT MK2.0 Mfg#: ARBTR-KIT-360 Contract: SYNnex GSA SCHEDULE (SLED) GS-35F-0143R	4,698.35	51,681.85
11	1408748	PAN ARBITRATOR REAR SEAT IR CAMERA Mfg#: CN258IR-P Contract: SYNnex GSA SCHEDULE (SLED) GS-35F-0143R	130.95	1,440.45
11	1266384	PANASONIC CONTROL PANEL Mfg#: AG-RCP30P Contract: SYNnex GSA SCHEDULE (SLED) GS-35F-0143R	606.12	6,667.32
11	1419744	LED CO ARBITRATOR MOUNT CONTROL PANEL Mfg#: AM.CP Contract: MARKET	85.23	937.53
11	1726812	PANASONIC 2.4GHZ WIRELESS MIC SET Mfg#: CCR24PNA Contract: MARKET	372.30	4,095.30
11	1934154	PANASONIC ANNUAL MNT ARBITRATOR 360 Mfg#: CF-SVCARB2AMA Contract: MARKET Electronic distribution - NO MEDIA	302.71	3,329.81
2	1938575	PANASONIC INSTALL KIT + ACC/DAY Mfg#: CF-SVCARB2INST2 Contract: MARKET Electronic distribution - NO MEDIA	2,455.16	4,910.32
1	1916205	PANASONIC ARBITRATOR 360 REMOTE INST Mfg#: CF-SVCARB2REMT Contract: MARKET Electronic distribution - NO MEDIA	5,724.06	5,724.06
SUBTOTAL				78,786.64
FREIGHT				0.00
TAX				6,499.91

US Currency

TOTAL ↘ **85,286.55**

THE RIGHT TECHNOLOGY. RIGHT AWAY.™

CDW Government
 230 North Milwaukee Ave.
 Vernon Hills, IL 60061
 Phone: 847.371.5000

Fax: 312.705.7675

Please remit payment to:
 CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515



City of Conway – Mayor’s Office
1201 Oak Street
Conway, AR 72032
www.cityofconway.org



Invitation and Bid – 2010-09

INVITATION

TO THE VENDOR ADDRESSED:

Bidders are invited to furnish the items listed herein in accordance with the terms and conditions attached. **Sealed** bids must be in the hands of the Mayor not later than **10 am, Wednesday, January 20th, 2010** at which time all bids will be opened and read in the Downstairs Conference Room in City Hall. Successful bidders will receive purchase order, if necessary **within 30 days after the City Council approval.** ***Unsigned bids will be rejected.***

City of Conway, AR

In-Car Digital Video Recording System

*****SPECIFICATIONS FOR DIGITAL RECORDING SYSTEM *****

QUANTITY: (11) In-Car Digital Video Recording Systems

SCOPE OF SPECIFICATIONS

These specifications describe the law enforcement In-Car Digital Video Recording System which will be used by the Conway Police Department.

A. System Description

1. The in-car digital video system shall consist of a digital video recorder, windshield mounted miniature color camera with zoom capability, color LCD monitor with audio, a bi-directional digital spread spectrum wireless microphone system, and a microphone mounted within the law enforcement vehicle. It shall be capable of providing a clear audio and video record of traffic stops, pursuits, sobriety tests, etc.
2. The digital video recorder (DVR) shall have no moving parts and shall use compact flash (CF) media that can withstand up to 50 Gs while recording for maximum reliability. All operator controls shall be mounted on the front panel. The DVR shall allow the simultaneous recording of two video sources and three audio sources plus multiple sources of metadata. The DVR shall be capable of operating within the range of interior temperatures found within a law enforcement vehicle without the need for supplemental heating or cooling. Systems utilizing hard drives or DVD media will not be considered
3. The windshield mounted miniature color camera shall utilize a Sony EXview[®] HAD CCD for maximum nighttime performance. It shall be fitted with an automatic zoom lens. The camera shall be extremely compact so as not to obstruct driver's view through windshield.
4. A compact color LCD monitor console shall be provided with a minimum screen size of 3.5 inches. The monitor console shall include a built-in speaker and shall have backlit operational controls which mimic those on the DVR so it can be secured in remote locations.
5. The officer worn wireless microphone must be capable of being automatically activated whenever the DVR is triggered into the RECORD mode, and deactivated whenever the DVR is put into the STOP mode. The automatic wireless microphone system shall use a rechargeable battery and shall be capable of being recharged within the vehicle or with a separate charger located at the post or precinct.
6. The DVR shall include an in-car microphone that can be mounted anywhere within vehicle. The DVR shall provide a third audio channel for recording conversations picked up by this microphone.
7. The DVR shall include an easily accessible USB port to accommodate the programming of unique user information through the use of a USB key.
8. The in-car digital video system shall include all cables and hardware required for installation

B. Digital Video Recorder – DVR

1. The DVR shall be designed for mobile applications. It shall mount in standard equipment consoles or glove boxes found in most law enforcement vehicles. It can also be mounted in any remote location of the vehicle (i.e., trunk, etc.). For absolute reliability, it shall have no moving parts and shall record onto compact flash (CF) media.
2. System shall not require use of an over head (one-piece) console with integrated LCD monitor and controls.
3. System shall not require removal of the OEM factory radio or be mounted in the OEM factory radio location.
4. System shall not require removal of the OEM approved rearview mirror.

5. System shall not use an in-car hard drive or laptop grade hard drive.
6. System shall not record to DVD media in the vehicle.
7. The DVR shall include a programmable pre-event recording mode allowing it to capture images up to 60 seconds prior to the activation of the RECORD mode.
8. The DVR shall utilize an MPEG-4 codec that has been optimized for law enforcement applications. Systems recording in multiple formats will not be considered. The codec shall allow for simultaneous recording of two video channels and three audio channels as well as multiple sources of metadata.
9. The MPEG-4 codec used shall provide good quality real-time video images under both daylight and nighttime conditions whether the vehicle is stationary or moving.
10. Video must be signed using PKI encryption.
11. The DVR shall include an internal GPS receiver to provide vehicle position, course and speed information. The GPS receiver shall also be used to set the internal DVR clock to the proper time and date so that all vehicles display and record proper time.
12. Digital video files shall be transferred from the DVR by any of the following
 - a. Removal of the compact flash card
 - b. Through the DVR's Ethernet connection
 - c. Automatically via the DVR's internal 802.11 (a, b/g) wireless LAN card.
13. The front panel of the DVR shall have backlit controls for: RECORD, STOP, PLAY/PAUSE, FAST FORWARD, FAST REVERSE and TRACE.
14. The front panel of the DVR shall have lighted indicators for: POWER ON, RECORD and PLAY.
15. A USB port shall be provided on the DVR front panel to accommodate the transfer of user information from a data key.
16. The DVR shall be provided with a minimum 8GB compact flash card with expansion capability to include larger size CF cards in the future.
17. The compact flash card shall be easily removable to accommodate file transfer when wireless transfer is not the preferred method of delivering files to the file server.
18. A locked door shall be provided on the front panel of the DVR to secure the removable compact flash card as well as the MENU select button and power control switch. The DVR RECORD function shall be disabled whenever this front door is open.
19. The power control switch shall allow the DVR to automatically power on thirty seconds after the vehicle's ignition is switched on.
20. The DVR shall automatically power down after the vehicle's ignition is turned off provided the DVR is not in RECORD and is not in the process of downloading files through its built-in 802.11 (a, g) wireless link.
21. Manual activation of the DVR into the RECORD mode shall be attainable by means of a backlit push button on the face of the DVR.
22. Automatic activation of the DVR into the RECORD mode shall be accomplished by any of the following user programmable methods:
 - a. Activation of the vehicle's emergency lights
 - b. Activation of the vehicle's siren
 - c. Activation of any auxiliary input.
 - d. Activation of either 1 or 2 (2 is an option) wireless microphones
 - e. Exceeding of a predetermined GPS speed threshold

23. The DVR shall provide a means to tag an incident at the time it is recorded with a priority designation. There shall be five priority levels available and they shall be able to be defined/assigned by the agency upon system set-up.
24. Activation of the DVR's STOP mode shall be accomplished only by pressing the backlit STOP button on the face of the DVR.
25. When the DVR's backlit PLAY button is pressed a list of all prior recordings shall appear on the LCD monitor screen. The user may select any recording to view using function keys on the face of the DVR.
26. It shall be impossible to edit or delete recordings from within the vehicle.
27. The DVR shall be capable of recording the agency's choice of the following as
 - a. Position – longitude and latitude
 - b. Speed
 - c. Officer name – always displayed
 - d. Date
 - e. Siren
 - f. Lights
 - g. Brake
 - h. Mic 1, Mic 2, Mic 3
 - i. Auxiliary 1
 - j. Auxiliary 2 / Collision Sensor
 - k. RECORD trigger reason
 - l. Vehicle Speed Sensor (VSS)
 - m. Voltage, measured in DVR
 - n. Temperature, measured at DVR processing IC.
 - o. Auxiliary interface (RADAR)
 - p. Recording time remaining/storage available – always displayed
 - q. metadata and/or on screen display:
28. When in the STOP mode, the system's LCD monitor shall display the remaining storage capacity in bytes. When in the RECORD mode, the system's LCD monitor shall display the remaining storage capacity in an HH:MM format. An audible beep shall warn the operator once each minute when there is thirty minutes, or less, time remaining.
29. The DVR shall be housed in an extruded aluminum case and utilize die cast front and rear panels for maximum strength and to provide full RFI/EMI shielding and immunity.
30. The rear panel of the DVR shall have connectors for:
 - a. Camera 1
 - b. Camera 2
 - c. Wireless microphone 1
 - d. Wireless microphone 2
 - e. Backseat microphone input
 - f. Remote input
 - g. GPS antenna
 - h. Wireless LAN antenna
 - i. Ethernet
 - j. Power/lights/siren/auxiliary 1/auxiliary 2/brake - inputs
 - k. Radar (RS232)
31. The DVR shall not exceed 7" X 6.25" X 2.5" (W x D x H).

32. The DVR shall operate on 9 VDC to 18 VDC. Maximum current shall not exceed 1.5 amperes.
33. The DVR shall be manufactured in a factory that is ISO-9000 certified.
34. The DVR shall be FCC Part 15 accepted.
35. The DVR will provide a minimum resolution of 720x480
36. Systems utilizing a Windows Operating System (non-embedded) will not be considered.
37. Systems that require mounting of any component in the trunk will not be considered.

C. Compact Low-Light CCD Color Camera

1. The compact low-light CCD color camera shall use a Sony EXview[®] HAD CCD image sensor to provide high quality nighttime images while minimizing blooming and glaring from bright sources of light.
2. The compact low-light CCD color camera shall have a normal low-light sensitivity of 0.5 lux and uses frame accumulation technology to extend its low-light capabilities to 0.03 lux.
3. Frame accumulation shall be user selectable via a pushbutton on the rear of the camera housing allowing the user to choose four progressively higher ranges of sensitivity.
4. An auto-zoom feature shall be provided to allow the camera to zoom in to a factor of 8X, pause, and then return to its widest angle position by pressing and releasing a single push button.
5. The low-light CCD color camera shall provide these controls on the back of the camera:
 - a. Zoom-in
 - b. Zoom-out
 - c. Focus
 - d. Back Light
 - e. low-light frame accumulation
6. All of the camera's user controls shall be backlit and mounted on the rear panel for easy single-handed operation. A switch shall be provided to turn off the back light feature for covert operation.
7. The compact low-light color CCD camera shall include a 12X optical zoom lens enhanced by 12X of digital zoom and shall provide a total 144X zoom capability.
8. The compact low-light color CCD camera shall be fitted with an auto-iris, auto-focus lens. Automatic white balance shall also be provided.
9. The compact low-light color CCD camera shall not exceed 2.0" x 2.0" x 3.7" (W x H x L) or weigh more than 9.7 ounces.
10. The compact low-light color CCD camera shall operate on 12 volts DC provided by its own power supply within the DVR. All connections to the camera, for power and video, shall be made by a single cable that attaches using a quick release connector.
11. The compact low-light color CCD camera shall mount to the vehicle windshield via an easy-to-remove (without tools) mount, containing two joints that allow for 360° of rotation. This shall permit the camera to aim through the windshield, left or right side windows, or on the back seat area. It shall be mounted in the neutral area between the dual airbag deployment zones.
12. The compact low-light color CCD camera shall be manufactured in a factory that is ISO-9000 certified.

D. Compact Color LCD Monitor

1. A compact color LCD monitor shall use a full color, LCD Active Matrix (TFT) screen that measures 3.5 inches diagonally. Monitors larger than 3.5" or monitors utilizing touch screens will not be accepted.
2. The compact color LCD monitor shall have full audio capability and shall include a 1-inch internal speaker.
3. The compact color LCD monitor shall provide backlit operational controls mimicking those on the DVR so it can be secured in remote locations. The universal monitor console controls shall include:
 - a. Brightness
 - b. Volume
 - c. Record
 - d. Play/Pause
 - e. Stop
 - f. Rewind
 - g. Forward Search
 - h. Reverse Search
 - i. AUTO button/indicator – allows the user to set the LCD display to Auto mode which disables the display when the system is in standby
 - j. TRACE - used to mark a position in a recording for later instant retrieval
 - k. menu – to access programming options
4. The compact color LCD monitor shall operate on 12 volts DC provided by a dedicated power supply within the DVR. All connections for video, audio and power shall be provided via a single cable fitted with a quick release connector.
5. The compact color LCD monitor shall not exceed 5.625" x 1.625" x 3.75" (W x D x H). It shall not weigh more than 11.4 ounces.
6. The compact color LCD monitor shall operate on 12 volts DC provided by a dedicated power supply within the DVR. All connections for video, audio and power shall be provided via a single cable fitted with a quick release connector.
7. The compact color LCD monitor shall be provided with an adjustable mounting bracket that will allow it to be mounted in a variety of locations within the law enforcement vehicle.
8. The compact color LCD monitor/control panel shall include an AUTO Mode Screen Control. This control will allow the monitor to automatically turn on when the DVR RECORD or PLAYBACK mode is activated and automatically turn off when the DVR STOP mode is activated.
9. The LCD monitor/control panel shall display the approximate amount of storage remaining on the compact flash in an HH:MM format. An audible beep shall warn operator once each minute when there is thirty minutes, or less, time remaining.
10. The compact color LCD monitor shall be manufactured in an ISO9000 certified facility.

E. 2.4GHz Digital Wireless Microphone

1. The 2.4GHz wireless microphone shall utilize bi-directional digital spread spectrum communications between itself and its associated transceiver, hereafter referred to as base unit, in order to send clear audio from the user back to the DVR, while providing a patented (Patent No. 7,119,832) bi-directional data and control path from the DVR to the wireless microphone.

2. The 2.4GHz wireless microphone shall allow the operator to remotely activate the DVR's RECORD mode by pressing a button on the wireless microphone transmitter.
3. The DVR shall automatically activate the 2.4GHz wireless microphone's transmit mode whenever the DVR is placed into the RECORD mode by any method of activation.
4. Once the wireless microphone transmitter is activated, it shall only be deactivated by stopping the RECORD function manually via the STOP button on the DVR.
5. When inserted into the charging receptacle of its base unit, the wireless microphone transmitter shall synchronize with its base through the exchange of any one of more than sixteen million, randomly selectable, digital spreading codes. Any other wireless microphone transmitter that may have been previously synchronized with that base shall become unsynchronized.
6. The wireless microphone system must allow for any 2 wireless microphones to be synced to a single vehicle via the method described in 1.5.5.
7. Any 2.4GHz wireless microphone transmitter shall operate exclusively with any vehicle with which it is synchronized.
8. Each 2.4GHz wireless microphone shall automatically detect other systems, or RF (radio frequency) noise, on the same frequency and change to a clear channel, as required, so that multiple vehicles can operate in very close proximity without cross talk or serious degradation of audio performance.
9. The wireless microphone transmitter shall be supplied with two lavalier microphones, one with a 40-inch cable to allow the transmitter to be worn on an officer's duty belt, and one with a 9-inch cable to allow the transmitter to be worn in a shirt pocket. The cable shall be connected to the transmitter via a miniature right angle connector.
10. The wireless microphone must include an "Emergency" button. This feature may allow the wireless microphone to sync with the vehicle's Communications System to allow the officer to signal an emergency when the officer is away from the vehicle. Activating the emergency button will also initiate recording from the DVR.
11. The wireless microphone transmitter shall utilize an internal antenna. It shall not be permitted to rely on the lavalier microphone cable as an antenna. Systems utilizing Diversity based antennas will not be acceptable.
12. The wireless microphone transmitter shall have an internal microphone to allow audio pick-up in the event that the lavalier microphone becomes damaged or is disconnected.
13. The wireless microphone shall utilize an integrated, removable, stainless steel belt style clip.
14. The wireless microphone must utilize an internal vibrating mechanism to notify the officer of the microphones status. Systems utilizing an audible notification system will not be acceptable.
15. The in-car base unit shall function as a transceiver to communicate with the 2.4GHz wireless transmitter and as a charger to charge the lithium-ion battery within the wireless transmitter. A tri-color LED shall be provided on this base unit to indicate the progress of the charging process. A second LED shall be provided to verify synchronization between the base unit and the wireless transmitter each time the transmitter is inserted into the base unit and to confirm that communication is established whenever the transmitter is activated.
16. One separate desk charger shall also be provided for each wireless microphone supplied to allow charging away from vehicle.
17. The 2.4GHz wireless transmitter shall include a lithium ion polymer battery that shall provide up to 10 hours of continuous transmit time, and 20 days of standby time. It shall be

able to fully recharge within 90 minutes. Wireless microphones using non-polymer lithium ion batteries will not function.

18. The RF power output of both the base unit and the wireless transmitter shall automatically adjust to maintain reliable communications. This will assure that communication is always accomplished at the minimum necessary power levels to extend battery life while minimizing unnecessary RF radiation.
19. The wireless microphone transmitter shall provide a 2 LED display that will indicate the following information to the operator:
 - a. Link Status / Mute
 - b. Error
20. The wireless microphone shall utilize a vibrate only alert. Systems utilizing an audible beep shall not be acceptable.
21. The 2.4GHz wireless microphone shall clearly transmit audio and data signals for distances up to 1000 feet.
22. The 2.4GHz wireless microphone system shall be FCC type accepted and shall be manufactured in a factory that is ISO-9000 certified.
23. The wireless microphone shall not be larger than:
1.77"W x .87"D x 2.36"H
24. The base unit for the wireless microphone must not be larger than:
2.75"W x 2.36"D x 2.95"H

F. Optional Configurations for the DVR

1. **DVR configuration for Motorcycles;** All of the specifications described in section 1.2 for the DVR and section 1.5 for the 900 MHz wireless microphone shall be applicable. The motorcycle configuration shall utilize the following weatherproofed components:
 - a. **Weatherproof Compact Color LCD Monitor:** The weatherproof compact color LCD monitor shall include all of the specifications described in section 1.4 for the compact color LCD monitor. The monitor shall include weatherproofing for moisture resistance and a sunshield for optimal outdoor visibility.
 - b. **Weatherproof Compact Color Camera:** The weatherproof compact color camera shall use a 1/3 inch Sony Super HAD CCD image sensor with 0.1 lux and a 3.8mm wide-angle lens. The camera shall be equipped with a sunshield for glare reduction and weatherproofing for moisture resistance.
 - c. Vendors must be able to provide a reference list of at least 5 agencies that are using the motorcycle solution. Vendors unable to provide evidence where this solution is in full operation will not be considered.

G. Miscellaneous

1. The in-car digital video recording system shall be provided with all necessary cables, fuse holders and mounting brackets.
2. Each in-car digital video recording system shall be supplied with a comprehensive Installation/Programming/Operations manual.
3. Server must be able to automatically and wirelessly send software updates to vehicles/DVRs without human intervention. Systems unable to do this will not be considered.

H. Warranty

1. Each in-car digital video recording system shall be warranted by the factory to be free of defects in material and workmanship for a period of one year from the date of delivery. Service, if required, shall be provided by any of the manufacturer's factory service centers. During the one-year warranty period, the successful vendor shall pay shipping costs at the UPS Ground rate.
2. Extended Maintenance Agreements shall be offered to extend coverage after the one-year warranty expires.

I. Optional Equipment (The following options are required to be available)

1. **Infrared Rear Seat Camera:** An infrared rear seat camera shall be available for recording rear seat activity, even in total darkness. The 1/3 inch Sony Super HAD CCD camera shall have a 2.9mm fixed lens, include built-in audio and shall be automatically detected by the DVR to record simultaneously with the forward view. The rear seat camera shall also be equipped with IR LEDs and a CDS sensor to provide a color image in daylight, and an infrared enhanced black & white image at night.
2. **Radar Interface Capability:** An optional radar interface shall be available to integrate directly with all major radar manufacturers' products. Collected information shall include speed of the target, the "locked" target speed and the patrol vehicle speed. All information shall be displayed at the lower left of the monitor screen and recorded as part of the evidentiary record.
3. **Vehicle Impact Sensor with Battery Backup:** The vehicle impact sensor shall acknowledge significant vehicle impact and shall activate the RECORD mode on the DVR to capture the incident through the pre-event record function. In the case of a vehicle battery failure, the module shall also provide auxiliary power to the DVR for up to 10 minutes to maintain recording capability.
4. **Interview Room System:** The Interview Room System shall allow for the recording of interviews conducted. This system must interface with the video management system.

Additional Information

The bidder shall include all charges, including taxes, fees, and shipping (if applicable)

The bidder needs to include an anticipated delivery date. (if applicable)

In submitting this bid, it is understood by the undersigned bidder that the right is reserved by the City of Conway to reject any and all bids:

Contact Information: Ralph Screeton
Ralph.screeton@cityofconway.org
City of Conway Police Department
(501)450-6120

Bid Specifications can be obtained from our website:

www.cityofconway.org

****Please be sure to mark envelope:**

Bid Number 2010-09

Bid Opening Date: Wednesday, January 20th, 2010



City of Conway
2010-09 Digital Video Recording System
Bid Opening Date: Wednesday, January 20th, 2010
City Hall - Downstairs Conference Room @ 10:00am
www.cityofconway.org

Total Cost of In-Car Digital Video Recording System

\$ _____

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

Company Name

Company Representative Name

Representative's Signature

Address Email Address

City State Zip

Telephone Number Fax Number

Date

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

City of Conway

TERMS AND CONDITIONS

Important – Read Carefully

By Submission of bid, bidder certifies that he has read all terms and conditions and that bid is submitted in accordance therewith.

1. Prices quoted will be considered to be net prices unless otherwise stated by the bidder. Cash discounts requiring payments in less than 30 days will not be considered in making awards.
2. Prices quoted shall be FOB Conway unless otherwise specifically stated on proposal. In either case, delivery charges must be prepaid.
3. All fees and taxes shall be included in prices quoted.
4. Bidder certifies that he will make delivery of items for which he bids within 10 days after receipt of award – unless otherwise specifically stated. Time of delivery in excess of 10 days may be considered a factor in making awards.
5. In case of default of contractor in making deliveries as per contract, the City may procure the articles or services from other sources and hold the contractor responsible for all excess costs occasioned thereby. Bidder's record as to satisfactory performance under previous contracts will be considered a factor in making awards and retention on bid lists.
6. The City reserves the right to reject any or all bids, in part or in whole and to waive information in bids received.
7. If not otherwise specified, bidder must furnish brand names with catalog number, if any, on items which are offered as "equal." In all such cases the burden of establishing equality is upon the bidder and failure to do so within a reasonable time may result in rejection. Alternative bids will not be considered unless no other type bid for the item is received.
8. In the case of equal or tie bids, preference will be given to Arkansas bidders. Other than as stated in the first sentence, awards on tie bids will be made at the discretion of the purchasing official. In such cases, "splitting" will be avoided and awards of previous contract(s) to one or more of the bidders will not be a factor.
9. In the event that bidder is unable to furnish all of an item, bids on portions thereof may be considered.
10. Final inspections and acceptance or rejection will be made after delivery. Items rejected because of non-conformance shall be removed and replaced immediately with those which meet specifications, all at the expense of the contractor. In the event that necessity requires the use of non-conforming items, payment therefore will be made at a proper reduction in price which shall be not greater than contractor's actual cost by purchase, fabrication, manufacture or other production method plus transportation paid to carriers. All costs in connection with testing items that do not meet specifications shall be paid by contractor.
11. 11. Quality, time of performance, probability of performance, and location of bidder will be factors in awards of all contracts.
12. The City reserves the right to purchase any, all or none of the items listed, in combinations thereof that may be in the best interest of the City of Conway.
13. The City reserves the right to change any specifications, terms and/or conditions at any time, with adequate notice in writing to bid invitees of those changes, if any.
14. The City is qualified for "GSA" pricing schedules, if available and applicable.
15. The City reserves the right to waive any informalities or minor defects, but this shall not be construed to indicate waiver of any specification, term and/or condition unless in the best interest of the City in the judgment of the City.
16. **CONSTRUCTION/INSTALLATION:** Any construction work that is worth \$20,000 or more must comply with Arkansas Code Annotated § 22-9-204.
17. **PROHIBITED INTEREST CONDITION:** No official of the City authorized on behalf of the City to specify, plan, design, negotiate, make, accept or approve, or take part in specifying, planning, negotiating, making, accepting or approving any construction or material purchase contract or any subcontract in connection with any purchase made by the City of Conway shall become directly or indirectly interested personally in the purchase in the purchase or any part thereof.
18. **EQUAL OPPORTUNITY IN EMPLOYMENT:** All qualified bidders will receive consideration without regard to race, color, religion, sex, age, disability or national origin.



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

**A RESOLUTION INDICATING THE VACATION "CASH OUT" OPTION UNDER THE EMPLOYEE HANDBOOK
 WILL NOT BE OFFERED FOR THE 2010 BUDGET YEAR.**

WHEREAS, the City Council has amended the Employee Handbook clarifying and revising procedures for a vacation "cash out" option when funds are available at the discretion of the City Council; and

WHEREAS, the 2010 budget does not provide funds for vacation "cash out" and therefore, the City Council chooses to not make this option available in the FY 2010 budget year.

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

SECTION 1: That the City Council of the City of Conway hereby has determined that due to the unavailability of funds for the 2010 budget year, there will be no vacation "cash out" option pursuant to the revised Employee Handbook.

SECTION 2: That the City Council of the City of Conway hereby reserves the right, under the revised Employee Handbook, to consider such vacation cash out later in FY 2010 based on future review of revenue receipts.

PASSED this 23rd day of February, 2010.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
 City Clerk/Treasurer



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

**AN ORDINANCE AUTHORIZING A HEADCOUNT RECLASSIFICATION FROM FULL TIME POSITION
 TO PART TIME POSITION; AND FOR OTHER PURPOSES:**

WHEREAS, the Finance Department staffing includes a full time payroll accountant; and

WHEREAS, the City can benefit from reassigning specific current duties not related to payroll to existing employees, and reclassifying the position from full time payroll accountant to part time payroll accountant; and

WHEREAS, the employee holding the position of Payroll Accountant has requested that he be allowed to retire from full time employment with the City but wishes to continue to work in a part time capacity; and

WHEREAS, the financial impact of this change was included in the departmental budget cuts approved by City Council on February 12, 2010 thus no further budget adjustment is warranted;

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

SECTION 1. The authorized staffing level in the City of Conway Finance Department is decreased by one (1) full time payroll accountant position and increased by one (1) part time payroll accountant position.

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

PASSED this 23rd day of February 2010.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



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

AN ORDINANCE ESTABLISHING A PERMITTING PROCESS AND PRIVILEGE PERMIT FOR SELLING OR DISPENSING ANY CONTROLLED BEVERAGE WITHIN THE CITY OF CONWAY BY BUSINESSES LICENSED BY THE STATE TO SELL ALCOHOLIC BEVERAGES; LEVYING PERMIT FEES AND A CITY SUPPLEMENTAL TAX OF TWO PERCENT (2%) UPON THE ANNUAL GROSS RECEIPTS WHICH ARE DERIVED THEREFROM; REPEALING ANY ORDINANCES IN CONFLICT; ESTABLISHING PENALTIES FOR THE VIOLATION OF THESE PROVISIONS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Title 3 of the Arkansas Code relating to Alcoholic Beverages recognizes the power of local governmental bodies to regulate the operation of establishments under that Title as may be necessary for the protection of public health, welfare, safety, and morals; and

WHEREAS, Arkansas Code Annotated § 3-9-214 authorizes a supplemental tax or fee on sales upon any permittee under that subchapter by a city or incorporated town in which the licensed premises are located; and

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

Section 1: Applicability.

- A. It is hereby declared that the business of distributing, selling, serving, or dispensing, any controlled beverage within the City of Conway, is a privilege, and for the exercise of such privilege there are hereby imposed the regulations, requirements, restrictions, fees, and taxes as set forth in this ordinance.
- B. These general provisions shall apply to all permittees in addition to any specific provisions under individual headings for each type of permit.

Section 2: Definitions. For the purposes of this ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Words and phrases not specifically defined in this chapter shall have the meanings assigned by Title Three of the Arkansas Code Annotated and/or the Arkansas Alcoholic Beverage Control Division Regulations.

Alcoholic Beverages - means all intoxicating liquors of any sort, including beer and wine.

City - means the City of Conway, Arkansas.

Controlled Beverages – means all beverages of any kind subject to regulation under any alcoholic beverage control law of the State of Arkansas and this ordinance.

On-premises consumption means the sale or dispensing of alcoholic beverages by the drink or in broken or unsealed containers for consumption on the premises where sold or dispensed.

Permit means any authorization issued by the Alcoholic Beverage Control Division of the State of Arkansas and/or by the city pursuant to any Arkansas Alcoholic Beverage Control Division regulation and/or this Ordinance whether described as a permit, license or otherwise.

Permittee means the person to whom a permit or license to sell, dispense, or distribute alcohol has been granted.

Person means any natural person, partnership, association, corporation, syndicate, or company.

Police Chief means the Chief of Police of the Conway Police Department or his/her designee.

Private Club - means a nonprofit corporation organized and existing under the laws of this state authorized to serve alcohol by the State of Arkansas and the Alcoholic Beverage Control Division.

State - means the State of Arkansas.

Supplemental Privilege Permit- A permit issued by the City of Conway for the privilege of operating a private club within the city, a Supplemental Privilege Permit is required which shall be in addition to any regular business privilege license.

Supplemental Privilege Permit fee - A fee established by the City of Conway for the privilege of operating a private club within the city, there is hereby levied an annual supplemental Privilege Permit fee in the amount of Two Hundred Fifty Dollars (\$250.00).

Section 3: Permits Required.

- A. It shall be unlawful for any person to engage in the business of distributing, selling, or dispensing within any Private Club, any controlled beverage, within the city without a permit issued by the city, or with an expired permit.
- B. The provisions of this section shall not apply to the manufacture, sale, and distribution of wines or vinous liquors manufactured, sold, and distributed by residents of Arkansas.

Section 4: Application for Permits.

- A. Application for a permit required by this section shall be in writing on a form prescribed by the City and shall be accompanied by the required fee and a copy of the applicant's state permit. No city permit will be issued until applicant has received a state permit.
- B. It shall be unlawful for any person to make any false statement or representation in any application required by this section or to give any false answer to any question contained therein.
- C. Permits required by this section shall run for a calendar year. Annual permit renewal fees shall be due and payable on **December 1st** of each year for the succeeding year beginning **January 1st**.
- D. The city will not issue or renew any permits pursuant to this section until all outstanding Advertising & Promotion taxes and/or supplemental beverage taxes, if applicable, are paid.
- E. All permits issued by the city pursuant to this section shall be prominently displayed on the permitted premises by the permittee in the same manner as required by the state for state permits.
- F. When any state permit is revoked by the state or required to be returned to the state for any reason, the city permit shall be returned to the city. The city will restore the permit upon proof that the state permit has been restored to the applicant, provided that no reclaimed permit will be restored to an applicant

until all outstanding Advertising & Promotion taxes and/or supplemental beverages taxes, if applicable, are paid.

- G. All fees taxes and penalties received by the city pursuant to this chapter shall be used for general purposes within the City of Conway pursuant to A.C.A. §3-9-223(f).
- H. Permits shall not be transferable or assignable unless and until approval is granted by the Alcoholic Beverage Control Division and notice is provided to the City of Conway and all other requirements of this ordinance are met.

Section 5: Right of City to Inspect Records. The City Clerk/Treasurer or the Chief of Police or his/her designee of the City of Conway shall have the right to inspect and examine the records of any permittee subject to any tax or permit fee based on gross sales or receipts pursuant to A.C.A. §3-2-211 and any other employee information required pursuant to the regulations of the Alcoholic Beverage Control Division, Title 1, Subtitle G, Section 1.79 (37).

Section 6: Qualifications of Applicants. Persons to whom a State Alcohol Permit has been issued are presumed qualified to hold a City Alcoholic Beverage Permit.

Section 7: Fraud and Misrepresentation by Applicant.

- A. Any person who acquires a permit or a renewal of same in violation of this section by any misrepresentation or fraudulent statement shall be deemed guilty of an offense and upon conviction thereof shall be punished in accordance with the penalties outlined in the section.
- B. Any untrue or misleading information contained in, or material omission left out of, an original, renewal or transfer Application for a permit shall be cause for the denial thereof and, if any Permit has been granted under these circumstances, there shall be cause for the revocation of the same.

Section 8: Issuance of Permit; Payment of Fee.

- A. All Permits must be obtained and fees paid not later than two weeks from the date of the delivery of the Application to the City and, if not so obtained, the issuance granted by the City shall lapse.
- B. When a Permit has been issued and the Applicant has deposited with the City the required fee, the fee shall be paid to the City Clerk/Treasurer and a Permit issued.

Section 9: Business Opening within Six Months from Permit; Issuance Required. All holders of Permits shall, within six months after the issuance of the Permit, open for business the establishment referred to in the Permit and begin dispensing the products authorized by the Permit. Failure to open the establishment and begin business as referred to above within the six-month period shall serve as automatic forfeiture and cancellation of the unused Permit, and no refund of Permit fees shall be made to the Permit holder.

Section 10: Effect of Failure to Operate Business for Six Consecutive Months. Any holder of a Permit who shall begin the operation of the business and dispensing the products as authorized in the Permit, but who shall, for a period of six (6) consecutive months thereafter, cease to operate the business or dispensing the products authorized in the Permit, shall upon completion of the six (6) month period automatically forfeit the Permit, which Permit shall, by virtue of that failure to operate, be canceled without the necessity of any further action of the City.

Section 11: Dispensing Alcoholic Beverages Outside of Permitted Premises. It shall be unlawful for any alcoholic beverage to be dispensed, or otherwise provided outside of the enclosed building, premise or place of business permitted for such, except as permitted by this section.

Section 12: Same; Payment Dates; Proration. All Permit fees shall be paid between December 1st and December 31st of each year. Permits obtained after July 1st of each year shall pay one half of the annual fee. Delinquent Permit fees shall be subject to a delinquent penalty of twenty-five (25%) percent of the Permit fee for each thirty (30) day period the fee remains unpaid.

Section 13: Term of Permit. No Permit shall issue for more than the remainder of the calendar year, and all shall expire at midnight, December 31 of each year. In case of the revocation or surrender of such Permit before the expiration of such calendar year period, the holder thereof shall not be entitled to receive any refund whatsoever.

Section 14: Transferability of Permits.

- A. Alcoholic Beverage Permits shall not be transferable, except as otherwise provided herein.
- B. All Applications for transfer of locations shall comply with the provisions herein set forth governing new Permits.

Section 15: Notice of Transfer of Business. Should any Alcoholic Beverage Permit holder make a request to the Alcoholic Beverage Control Division to transfer their permit to another location, individual or organization, the Police Chief shall be notified in writing of such request within seven (7) days.

Section 16: Display of Permit. Every person or organization issued a Permit pursuant to this section shall be required to display this Permit in the same location as is displayed the State Controlled Beverage Permit.

Section 17: Suspension or Revocation of Permit.

- A. Whenever the State shall revoke any Alcohol Beverage Permit, the City Permit to deal in such products shall thereupon be automatically revoked without any action by the City or any municipal officer.
- B. Should any person, firm or corporation that operates a business which is subject to the requirements of the Advertising & Promotions tax ordinance, codified at Chapter 7.60 of the Conway Municipal Code, and its enabling statutes, failed to obtain any permits required for that type of business, then the City Alcohol Beverage Permit shall thereupon be automatically revoked.
- C. Should any person, firm or corporation that operates a business which is subject to the requirements of the Advertising & Promotions tax ordinance, codified at Chapter 7.60 of the Conway Municipal Code, and its enabling statutes, become subject to unsatisfied Certificates of Indebtedness filed pursuant to the Advertising & Promotions ordinance and statutes, then the City Alcohol Beverage Permit shall thereupon be automatically revoked.

Section 18: Types of Permits/Fees/Specific Provisions/Hours of Operation.

A. Private Club Permits; Supplemental Privilege Permit

- 1. **Private club permit.** Authorizes the purchase of any controlled beverages from persons holding an off-premises retail liquor or beer permit who have been designated by the director of the State Alcoholic Beverage Control Board as a private club distributor, and authorizes the dispensing of such beverages for consumption on the premises of the private club to members and guests only of the private club.
- 2. **Supplemental Privilege Permit.** For the privilege of operating a private club within the city, a Supplemental Privilege Permit is required which shall be in addition to any regular business license.

3. **Supplemental Privilege Permit fee.** For the privilege of operating a private club within the city, there is hereby levied an annual supplemental Privilege Permit fee of \$250.00.
4. **Supplemental beverage tax.** In addition to the Supplemental Privilege Permit fee, there is hereby imposed and levied a city supplemental tax of Two percent (2%) upon the annual gross receipts which are derived by such private club from charges to the members and/or their guests for the following services:
 - a. For the preparation and serving of mixed drinks, and
 - b. For the cooling and serving of beer, light wine, and wine.
 - c. The city's supplemental beverage tax is in addition to the state supplemental tax on private clubs and shall be paid to the City Clerk/Treasurer's Office, shall be due monthly at the same time that the state supplemental tax is due, and shall be accompanied by one copy of the state supplemental tax return. If any permittee shall fail to remit the supplemental tax within the time period that the state tax is due, a penalty of 10% of the tax due shall be due and payable in addition to the tax.
5. **Hours of operation.** Hours of operation shall be in conformance with state statute, including Title 3 of the Arkansas Code relating to Alcoholic Beverages

Section 19: Penalty. Any person violating the provisions of this ordinance or any person who makes a false affidavit or statement or report or application to the city as part of the procedures of this ordinance shall be deemed guilty of a misdemeanor and upon conviction be fined in an amount not more than \$500.00. If a violation is found to be continuing in nature, then the fine shall be not more than \$250.00 for each day the violation is found to have occurred.

Section 20: Severability. In the event any title, subtitle, section, subsection, subdivision, paragraph, subparagraph, item, sentence, clause, phrase or word of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this ordinance which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this ordinance.

PASSED this _____ day of _____, 2010

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer