

Mayor Tab Townsell

City Attorney Michael Murphy

City Clerk/Treasurer Michael O. Garrett



City Council Members

- Ward 1 Position 1 – Andy Hawkins
- Ward 1 Position 2 – David Grimes
- Ward 2 Position 1 – Wesley Pruitt
- Ward 2 Position 2 – Shelley Mehl
- Ward 3 Position 1 – Mark Ledbetter
- Ward 3 Position 2 – Mary Smith
- Ward 4 Position 1 – Theodore Jones Jr.
- Ward 4 Position 2 – Shelia Whitmore

**City of Conway - City Council Meeting**

[www.cityofconway.org](http://www.cityofconway.org)

Tuesday, May 14<sup>th</sup>, 2013 @ 6:30pm

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

5:30pm - Committee Meeting:

**Discussion of City of Conway Audit Preference**

**&**

**Discussion of City of Conway Transit**

\*\*\*\*\*

**Call to Order:** Mayor Tab Townsell  
**Roll Call:** Michael O. Garrett, City Clerk/Treasurer  
**Minutes:** April 23<sup>rd</sup>, 2013 City Council Meeting  
**Recognition:**

**1. Report of Standing Committees:**

**A. Public Hearing**

- 1. Public Hearing/Ordinance to discuss the closing of a 40 foot dedicated street right of way located between 3<sup>rd</sup> Avenue & 4<sup>th</sup> Avenue at Vine Street.

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

- 1. Resolution accepting the City of Conway Municipal Airport Business Plan.

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

- 1. Ordinance establishing the intent of the City of Conway to annex 120.94 acres located North of Blaney Hill Road and as always known as the Old City of Conway Landfill.
- 2. Consideration to enter into a lease agreement with the State of Arkansas (Conway Human Development Center).
- 3. Consideration for approval of amounts for property acquisition and relocations for the South Interchange of Western Loop (Wills Baker Parkway).
- 4. Consideration for approval for right of way acquisition parcels 21, 22, 23, 25 & 26 Prince Street Improvement (Western Avenue to Shady Lane).
- 5. Ordinance entering into a lease agreement & waiving competitive bids to purchase a motor grader for the Street Department.

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

1. Ordinance appropriating funds received from the AR Municipal League Vehicle Program for the Conway Parks & Recreation Department.
2. Ordinance establishing responsibility for tarping and securing materials/debris during transportation within the Conway Sanitation Department.
3. Ordinance waiving bids for the purchase of commercial waste and recycle containers products for the Conway Sanitation Department.
4. Ordinance waiving bids for the purchase of the EPI Liner for the Sanitation Department.
5. Ordinance authorizing city officials and city employees to be employed by or otherwise serve in a dual capacity with the Faulkner County Solid Waste Management District.

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

1. Consideration to dispose of & remove certain fixed assets (IT items) from inventory from various departments
2. Consideration to accept the bid from Springhill Specialty Trailer to replace the Smokehouse for the Conway Fire Department.
3. Ordinance appropriating funds from various donors for the Conway Fire Department.

**Old Business**

**New Business**

**Adjournment**



City of Conway - Finance Office  
1201 Oak Street  
Conway, AR 72032  
[www.cityofconway.org](http://www.cityofconway.org)

## *Memo:*

To: Mayor Townsell

From: Tyler Winningham, CFO

Date: May 6<sup>th</sup>, 2013

Re: Future audits

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I received word from Legislative Audit last Monday that they need written notice from us about whether we wish to retain them or seek an independent audit for the year 2012. They request that we notify them by May 31, 2013.

My preference would be that we go back to an independent audit for 2012 and the short foreseeable future. I feel that Legislative Audits are beneficial to us periodically, but that mostly we are better served by an independent audit.

Council will need to decide how they wish for us to proceed, so I would like to request that we discuss it at the next City Council meeting on May 14<sup>th</sup>, 2013.



**City of Conway, Arkansas  
Ordinance No. O-13- \_\_\_\_**

**AN ORDINANCE CLOSING THE UNBUILT 40 FOOT VINE STREET RIGHT-OF-WAY LOCATED BETWEEN THIRD AVENUE AND FOURTH AVENUE; AND FOR OTHER PURPOSES;**

**Whereas**, a petition was duly filed with the City Council of the City of Conway, Arkansas on April 9<sup>th</sup>, 2013 asking the City Council to vacate and abandon that portion of the dedicated right-of-way for Vine Street running east and west between Third Avenue and Fourth Avenue.

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

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

**Section 1.** The City of Conway, Arkansas releases, vacates, and abandons all its rights, together with the rights of the public generally, in and to the unbuilt Vine Street right-of-way designated as follows:

**The south 20 feet Lots 16 and 17, Block 6, R. L. Hayes Addition and the north 20 feet of Lots 1 and 32, Block 11, R. L. Hayes Addition, to the City of Conway, Faulkner County, Arkansas.**

**Section 2.** A copy of the ordinance duly certified by the city clerk shall be filed in the office of the recorder of the county and recorded in the deed records of the county.

**Section 3.** This ordinance shall take effect and be in force from and after its passage.

Passed this 14<sup>th</sup> day of May, 2013.

**Approved:**

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

**Attest:**

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

**Petition of written consent for the  
Vacating of Streets and Alleys  
For the intent of Public Use**

Allen Shaver is initiating this Petition

Name of Street or Alley, (or portion thereof), to be vacated:

Vine Street Between 3rd & 4th AVE

Abutting property owners:

| Name                   | Address     |
|------------------------|-------------|
| Allen Shaver           | 4th AVE     |
| Allen Shaver           | 704 3rd AVE |
| Birch tree Communities | 4th AVE     |

X =

Clarence W. Sublett  
Bon. Clarence W. Sublett signing for  
Bonnie Sublett

P.O. Box 128 Wooster Ark. 72181  
626 3rd. Ave Conway Ark.

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That Birch Tree Communities Inc., GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00). and other good and valuable considerations, in hand paid by Shaver Properties LLC., GRANTEES, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Shaver Properties LLC., GRANTEES, and unto their heirs and assigns forever, the following lands situated in Faulkner County, Arkansas, to-wit:

The southeast 20' by 140' property gained by the alley closing on Vine Street between 3rd avenue and 4<sup>th</sup> avenue in the city of Conway AR.

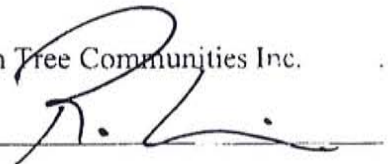
TO HAVE AND TO HOLD the same unto the said GRANTEES, and unto their heirs and assigns forever with all appurtenances thereunto belonging.

And we hereby covenant with said GRANTEES that we will forever warrant and defend the title to said lands against all lawful claims whatever.

And we, the GRANTOR, Birch Tree Communities Inc., for and in, consideration of said sum of money, do hereby release and relinquish unto the said GRANTEES, all our rights and dower, courtesy and homestead in and to the said lands.

Birch Tree Communities Inc.

By: \_\_\_\_\_





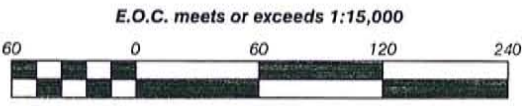
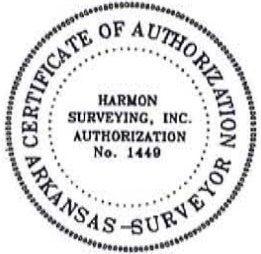
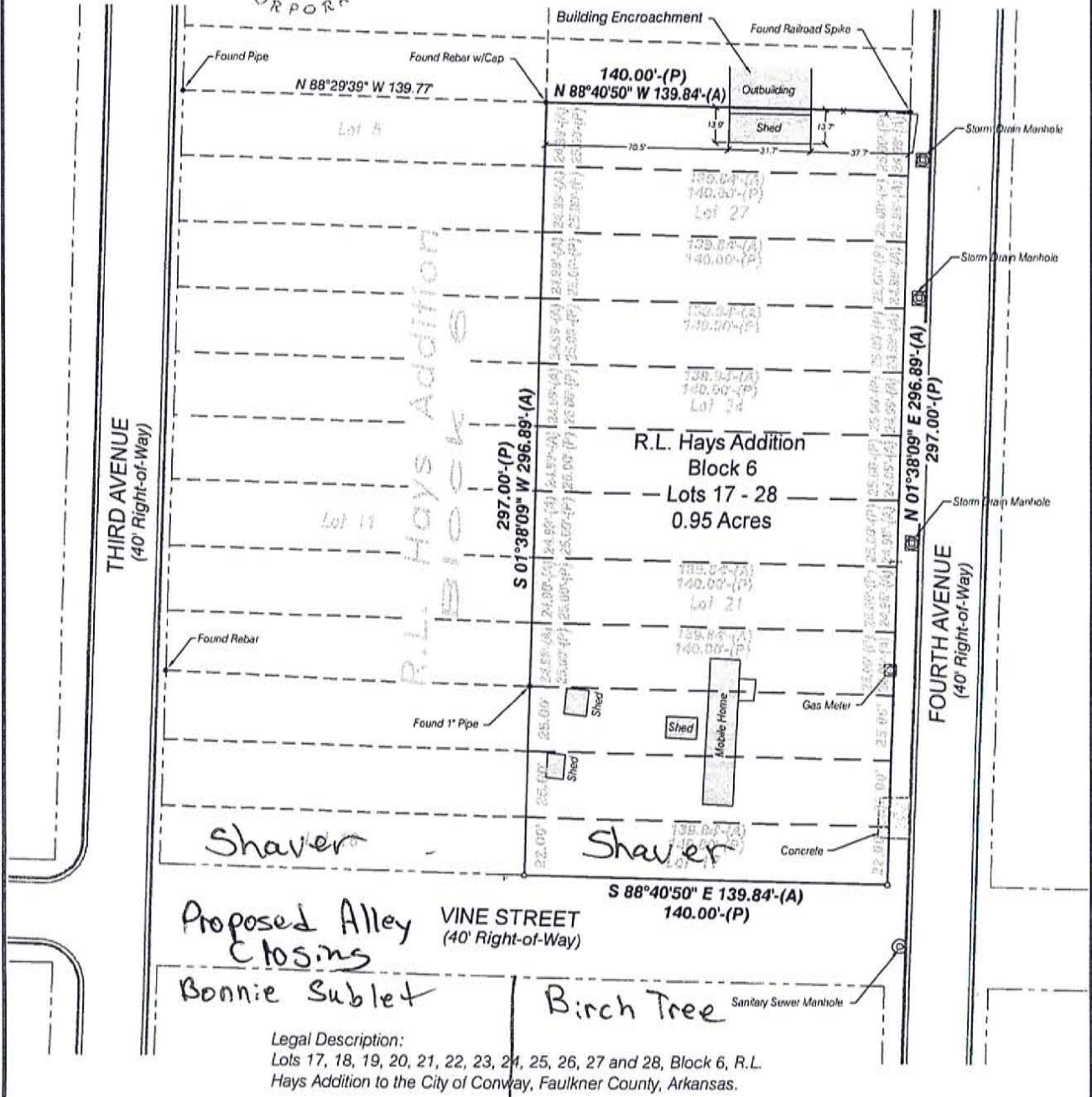


# Harmon Surveying, Inc.

P.O. Box 691  
Conway, AR 72033

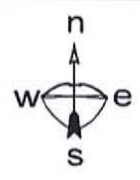
Office: (501)329-5264 Fax: (501)329-5287

• landfill/environmental • boundary • ALTA • construction • topographic •



Scale 1" = 60'

**BASIS OF BEARING**  
Based on GPS observations



- NOTES:**
- Property is subject to easements and restrictive covenants of record, if any, and are subject to any facts which may be disclosed by an accurate and current title search.
  - I hereby certify that the above plat represents a survey made by me on this day, and all easements, encroachments, and improvements disclosed by this survey are shown.

**LEGEND**

- FOUND MONUMENT
- SET #4 REBAR W/CAP
- △ COMPUTED POINT
- ▲ FORTY CORNER
- ✖ FENCELINE

DATE: 12/18/12

DRAWN BY: L. Remsing

CHECKED BY: D. Harmon

**FOR USE AND BENEFIT OF:**  
Pat Edwards/Pam McDowell Properties  
and  
Shaver Properties

**PROPERTY ADDRESS:**  
710 Fourth Avenue  
Conway, AR 72034



**Lynda Palmer**  
AT&T Arkansas  
Mgr.-OSP Ping & Engr Design  
Right-of-Way  
Joint Use of Poles

1111 West Capitol, Rm 941  
Little Rock, AR 72201  
Phone: (501) 373.5255  
Fax: (501) 373.0229 Fax  
lynda.palmer@att.com

February 8, 2012

Allen Shaver  
1261 Harkrider  
Conway, AR 72032  
[Allen72032@gmail.com](mailto:Allen72032@gmail.com)

*transmitted via email*

Dear Mr. Shaver:

The purpose of this letter is to give you AT&T's written concurrence in your request to close the extension of Vine Street (proposed but never built) between 3<sup>rd</sup> Avenue and 4<sup>th</sup> Avenue in Conway, Arkansas.

AT&T has no facilities within this unbuilt street and has no plans to use it in the future.

Questions or comments concerning AT&T's facilities may be referred to Dave Cain on 501-373-8171. Questions on matters of easements and right-of-way may be referred to me.

Sincerely,

*Lynda Palmer* (signed)

CC: Dave Cain





February 6, 2011

Allen Shavers  
Conway, Arkansas 72032

RE: Closing of Utility Easement between Vine and 3<sup>rd</sup> Avenue

Dear Mr. Shavers:

Centerpoint Energy has no objection to closing the easement on Vine Street between 3<sup>rd</sup> Avenue and 4<sup>th</sup> Avenue in Conway, Arkansas.

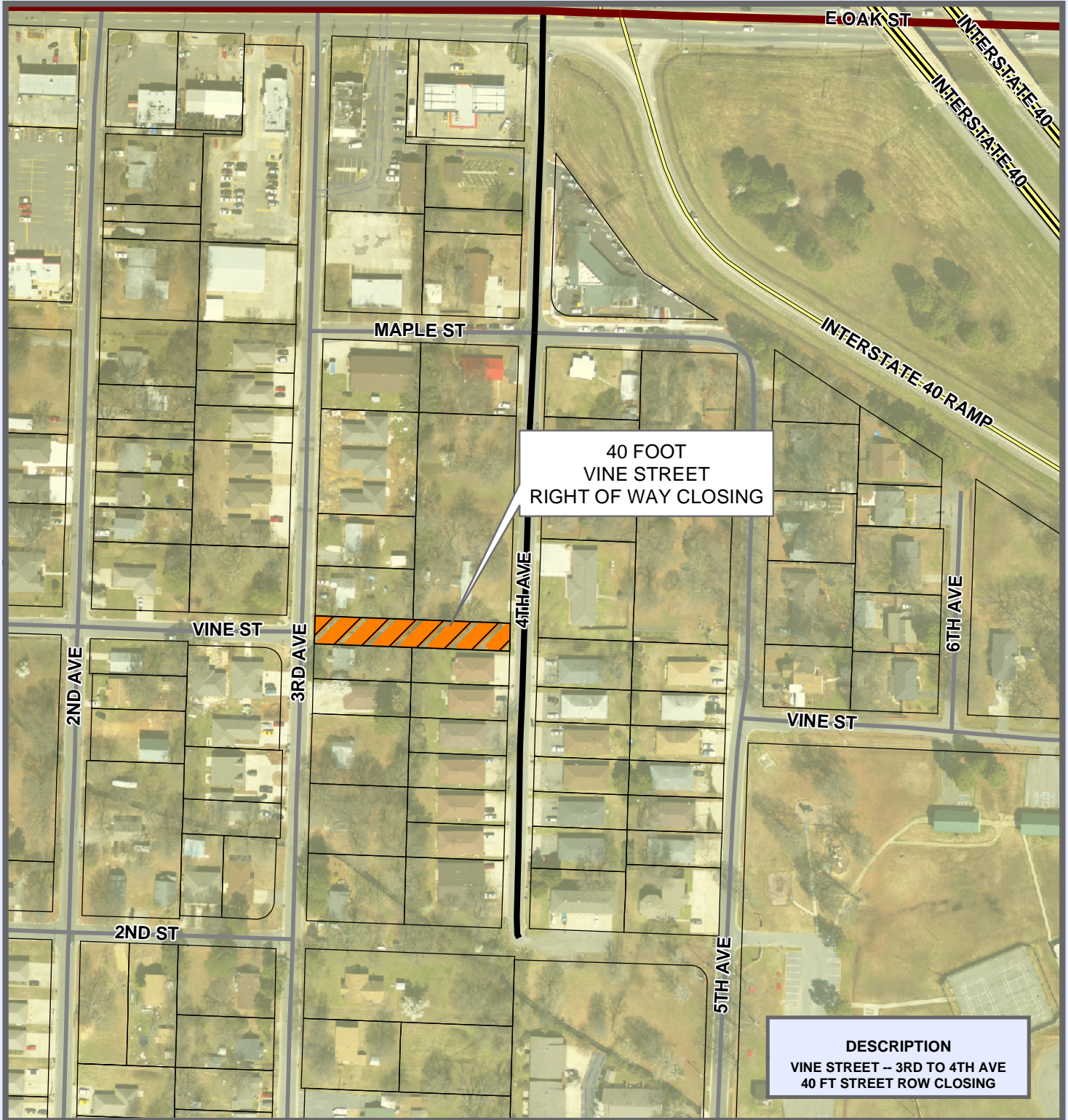
Thank You,

A handwritten signature in cursive script that reads "Dennis Fisher".

Dennis Fisher  
Tanya Malcolm

# CITY OF CONWAY

## VINE STREET -- ROW CLOSING



40 FOOT  
VINE STREET  
RIGHT OF WAY CLOSING

**DESCRIPTION**  
VINE STREET -- 3RD TO 4TH AVE  
40 FT STREET ROW CLOSING

Tab Townsack - Mayor  
Wesley Pratt & Shalley Mehl - Aldermen Ward 1  
Mark Lohrster & Mary Smith - Aldermen Ward 2  
Theodore Jones, Jr. & Sheila Williams - Aldermen Ward 3  
Michael Murphy - City Attorney  
Michael Garrett - City Clerk

Bryan Patrick - Director  
Wes Crutcher - Deputy Director  
Christy Sutherland - Planner  
Linda Rhea - Planning Tech  
Jason Lyon - GIS Coordinator

CONWAY PLANNING COMMISSION  
John Arms - Chair  
Jeff Allender - Vice-Chair

|  |   |  |  |   |  |  |   |
|--|---|--|--|---|--|--|---|
| <ul style="list-style-type: none"> <li>— INTERSTATE</li> <li>— MAJOR ARTERIAL</li> <li>— MINOR ARTERIAL</li> <li>— COLLECTOR</li> <li>— RESIDENTIAL</li> <li>— PRIVATE ROAD</li> <li>— INTERSTATE RAMP</li> <li>— RAILROADS</li> </ul> | <ul style="list-style-type: none"> <li>— LOT LINE</li> <li>— STREAMS</li> <li>— LAKES &amp; PONDS</li> <li>— CITY LIMITS</li> </ul> | <p><b>Residential</b></p> <ul style="list-style-type: none"> <li>R-1</li> <li>R-2A</li> <li>R-2</li> <li>HR</li> <li>SR</li> </ul> | <p><b>Industrial</b></p> <ul style="list-style-type: none"> <li>MF-1</li> <li>MF-2</li> <li>MF-3</li> <li>RMH</li> </ul> | <p><b>Commercial</b></p> <ul style="list-style-type: none"> <li>C-1</li> <li>C-2</li> <li>C-3</li> <li>C-4</li> </ul> | <p><b>Office</b></p> <ul style="list-style-type: none"> <li>O-1</li> <li>O-2</li> <li>O-3</li> </ul> | <p><b>Industrial</b></p> <ul style="list-style-type: none"> <li>I-1</li> <li>I-2</li> <li>I-3</li> </ul> | <p><b>Special</b></p> <ul style="list-style-type: none"> <li>SP</li> <li>S-1</li> <li>A-1</li> <li>PUD</li> </ul> |
|--|---|--|--|---|--|--|---|

1 in = 200 ft  
**APRIL 2013**

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CONTACT INFORMATION  
LANDMARK: 835 WEBSTER  
gis.cityofconway.org (UNDER DEVELOPMENT)  
E-MAIL: Jason.Lyon@CityOfConway.org



**City of Conway, Arkansas  
Resolution No. R-13-\_\_\_**

**A RESOLUTION TO APPROVED THE NEW CONWAY MUNICIPAL AIRPORT BUSINESS PLAN; FOR NEW CONWAY MUNICIPAL AIRPORT**

**Whereas**, the City of Conway will open a new municipal airport in 2014; and

**Whereas**, the City Council appointed an Airport Advisory Committee to make recommendations; and

**Whereas**, the Conway Airport Advisory Committee provides advice and guidance to the Mayor & City Council on airport management, operations, facilities, equipment, planning and other areas as needed for the efficient operations of the airport.

**Whereas**, a business plan has been requested a part of FAA grant requirements and will provide guidance for operations and management of the new airport

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

**Section 1.** The City of Conway hereby adopts a business plan for the new Conway Municipal Airport

**PASSED** this 14<sup>th</sup> day of May, 2013.

**Approved:**

\_\_\_\_\_

**Mayor Tab Townsell**

**Attest:**

\_\_\_\_\_

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



**City of Conway, Arkansas**  
**Ordinance No. O-13-\_\_**

**AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN LANDS COMPRISED OF 120.94 ACRES LOCATED NORTH OF BLANEY HILL ROAD AND ALSO KNOWN AS THE OLD CITY OF CONWAY LANDFILL TO THE CITY OF CONWAY, ARKANSAS WITH A ZONING OF S-1; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:**

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

**Section 1:** That the City of Conway, Arkansas, hereby accepts the hereinafter described territory, annexed to said City by order of the County Court of Faulkner County, Arkansas, heretofore entered on May 29<sup>th</sup>, 2013 and said territory being situated in Faulkner County, Arkansas, shall be a part of the City of Conway and shall be zoned **S-1** and described as follows:

The areas within Section 26, Township 6 North, Range 14 West; containing SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ : NE  $\frac{1}{4}$  SW  $\frac{1}{4}$  ; the NW  $\frac{1}{4}$  SW  $\frac{1}{4}$  less and except the south 330 feet; and part of the SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  more particularly described as beginning at the NW corner of the SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Section 26; thence S-03-20-27-W 675.00 feet to the SW corner of Beaverfork Heights Subdivision, said point being the point of beginning; thence S-87-59-43-E 1344.00 feet to the east line of the W 1/2 of Section 26; thence along said east line S-02-28-30-W approximately 570 feet to the southeast corner of the SE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ; thence approximately 1320 feet along the south line of SE  $\frac{1}{4}$  NW  $\frac{1}{4}$  to the southwest corner of SE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ; thence north along the west line approximately 578 feet to the SW corner of Beaverfork Heights Subdivision and the point of beginning;

Said Tracts containing 120.94 acres more or less and is subject to all rights of way, easements, covenants, and restrictions on record or physically in place.

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

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

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

**PASSED** this 14<sup>th</sup> day of May, 2013.

**Approved:**

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

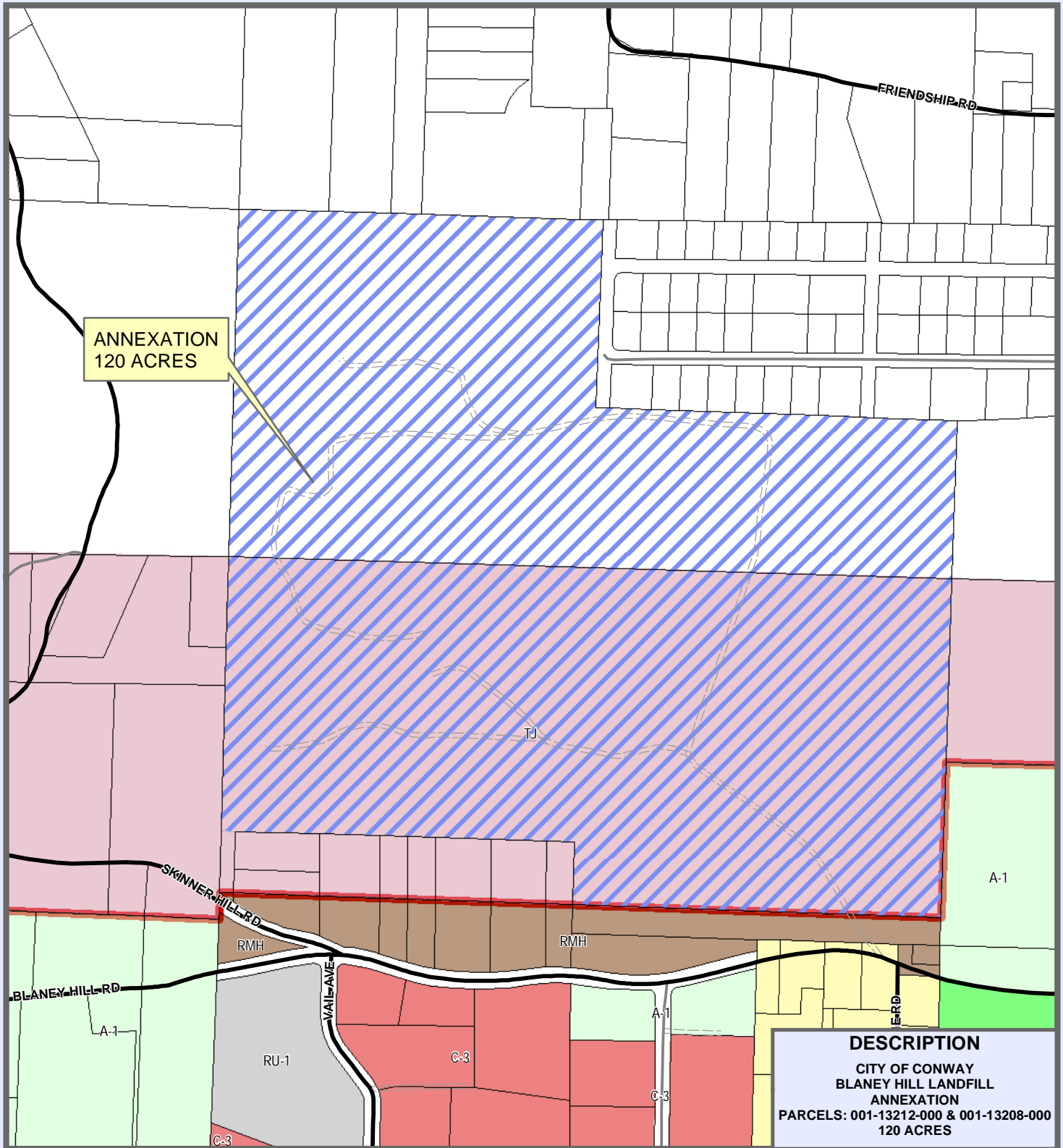
**Attest:**

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

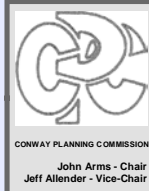
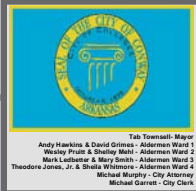


# CITY OF CONWAY

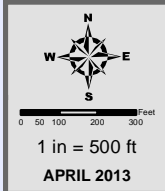
## CITY OF CONWAY -- BLANEY HILL ANNEXATION



**DESCRIPTION**  
**CITY OF CONWAY**  
**BLANEY HILL LANDFILL**  
**ANNEXATION**  
**PARCELS: 001-13212-000 & 001-13208-000**  
**120 ACRES**



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



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



IN THE COUNTY COURT OF FAULKNER COUNTY, ARKANSAS **FILED**

CITY OF CONWAY, ARKANSAS )  
 )  
a Municipal Corporation, Petitioner )  
  
NO. 2012-29

2013 MAY -2 P 1:52  
MELINDA REYNOLDS  
COUNTY CLERK  
*MR* DC

**ORDER**


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

1. A petition for annexation was filed on or about March 28, 2013.

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

WHEREFORE, this Court finds that the Petition proposing the subject property's annexation into the City of Conway should be and hereby is GRANTED.  
IT IS SO ORDERED.

  
\_\_\_\_\_  
Allen Dodson  
Faulkner County Judge  
4-2-13  
Date

Arkansas Building Authority  
STATE OF ARKANSAS  
COUNTY OF PULASKI

Lease Term: 03/01/13 to 02/28/63  
Annual Rent: \$1.00 Public Advantage  
Square Feet: n/a Rate: \$n/a  
Type: New  
Worked By: Melinda Miller  
County: 23 Agency: 000  
Lease #: N9302

## STATE OF ARKANSAS LEASE AGREEMENT

This Lease is made this 14<sup>th</sup> day of March, 2013, by which Lessor leases the PREMISES to Lessee through ABA, Lessee's Leasing Agent.

For the purposes of this Lease Agreement the following definitions apply:

"LESSOR" means: ARKANSAS DEPARTMENT OF HUMAN SERVICES - DIVISION OF DEVELOPMENTAL DISABILITIES SERVICES BOARD ("DDS"), P. O. Box 1437, Slot N-501, Little Rock, Arkansas 72203, an agency of the State of Arkansas.

"LESSEE" means: CITY OF CONWAY, ARKANSAS, 1201 Oak Street, Conway, Arkansas 72032.

"ABA" means the Real Estate Services Section of Arkansas Building Authority. By law ABA is the leasing agency for LESSOR. Arkansas Code Annotated §22-2-114. ABA is not an additional LESSOR.

"PREMISES" means: the property that is the subject of this Lease, which consists of 2 parcels of land which total approximately 59.87 acres and is further described in paragraph #1 and identified as Exhibit "A" and Exhibit "B", which are both attached hereto and incorporated herein.

### 1. DESCRIPTION OF PREMISES:

Exhibit "A" consists of approximately 46.14 acres and includes what is currently known as the Don Owens Sports Complex, which is a sports center comprised of T-ball and softball complexes and a rodeo arena. Exhibit "B" is approximately 13.63 acres and includes the Curtis Walker Park, a sports center comprised of baseball and football facilities; all situated in the City of Conway, County of Faulkner, Arkansas.

### 2. TERM:

The initial term will begin on March 1, 2013 and end on February 28, 2063. The LESSEE may elect to extend the term not more than ninety (90) days upon the same terms by written notice to LESSOR, not less than thirty (30) days before the end of the initial term.

### 3. RENT:

The LESSOR and LESSEE agree that in lieu of rent, a public advantage of services shall be made available by the LESSEE to the LESSOR (*See Special Provision 10(f)*). The LESSEE agrees to pay one dollar (\$1.00) per calendar year on or before the tenth (10) day of each such period, upon invoice from the LESSOR, to be paid to LESSOR at: P. O. Box 1437, Slot N-501, Little Rock, Arkansas 72203.

#### 4. UTILITIES AND SERVICES:

No utilities or services shall be furnished by the LESSOR. The LESSEE shall supply all utilities and services, including any and all costs associated with the relocation and maintenance of existing services of any utility or service lines, above or below ground, including but not limited to, electric, sewer, water, communication and cable TV.

#### 5. MAINTENANCE, REPAIR AND REPLACEMENT:

The LESSEE shall have sole responsibility in maintaining the leased PREMISES, including the buildings and all equipment, fixtures, and appurtenances furnished by the LESSOR under this Lease, in good repair and tenantable condition, except in case of damages arising from the acts of the LESSOR'S agents or employees. For the purpose of so maintaining said PREMISES and property, the LESSOR may at reasonable times, and with the approval of the authorized LESSEE representative in charge, enter and observe the PREMISES. The LESSEE shall be responsible for maintaining all structural supports and exterior walls of the buildings, including windows, doors, and passageways from the lobby, street and parking areas leading to the leased properties, and the adjacent sidewalks and entrance lobby, in good order and repair, and free of snow, ice, rubbish and other obstructions. LESSEE shall provide lawn and plant maintenance and shall provide monthly pest control service. LESSEE shall maintain in good working order and repair all plumbing, toilet facilities and other fixtures and equipment installed for the general supply of hot and cold water, heat, air-conditioning (including monthly maintenance and filters).

#### 6. USE OF PREMISES:

It is understood by the parties hereto that LESSEE intends to use the PREMISES for public recreational purposes. The parties further agree that the LESSOR will have neither involvement in, nor responsibility for, the day to day operation or management of the facilities and the LESSEE shall be responsible for the actions of its agents, employees and invitees.

#### 7. DAMAGE BY FIRE OR OTHER CASUALTY:

LESSEE shall bear the risk of loss by fire or other casualty and shall maintain fire and extended coverage insurance to the full replacement value of the PREMISES. If the PREMISES are destroyed by fire or other casualty, this Lease will immediately terminate. In case of partial destruction or damage, so as to render the PREMISES unsuitable for the purposes for which they are leased, as determined by LESSOR and ABA, the LESSOR, may terminate the Lease by giving written notice to the LESSEE through ABA, within fifteen (15) calendar days thereafter; if so terminated, no rent will accrue to the LESSOR after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

Nothing shall prohibit the LESSOR from extending the time periods stated above if LESSOR determines that it is in its best interest to do so and determines in addition that the LESSEE is diligently seeking to cure the partial destruction or damage and the partial destruction or damage can be corrected within the extended time period in a manner that will ensure throughout the time period as well as upon completion, the safety of the LESSEE'S employees, property and other persons.

## 8. ALTERATIONS:

The LESSEE may attach fixtures and install signs in or to the PREMISES with LESSOR'S approval, which shall not be unreasonably withheld. LESSEE shall bear the costs of any said improvements made to the PREMISES. Such fixtures and signs shall remain the property of LESSEE and may be removed from the PREMISES within a reasonable time after the termination of this Lease provided the LESSEE shall restore the PREMISES to a condition as good as at the beginning of this Lease, ordinary wear and tear excepted.

ABA, acting as agent for LESSOR, may during the course of this Lease negotiate with LESSEE for other improvements to be made in the PREMISES. No additional cost or fee for services or work will be charged by LESSEE without the prior written authorization of ABA.

## 9. TERMINATION:

Upon termination or sooner expiration of this Lease, LESSEE shall peaceably and quietly deliver to LESSOR the PREMISES. Unless LESSOR agrees in writing to waive the following, any improvements made upon the PREMISES shall be removed and the PREMISES shall be restored to a condition as good or better than at the time of Lease execution within one hundred and twenty (120) days of lease termination, or LESSOR shall have the option to assume possession of the improvements, including all furnishings, fixtures and equipment, which the LESSEE has placed or constructed upon the PREMISES. LESSOR shall notify LESSEE of its election to waive or assume possession within thirty (30) days of lease expiration or lease termination.

LESSOR shall have the right to terminate this Lease if the LESSEE fails to observe or comply with any of the terms or conditions herein within thirty (30) days after being notified in writing by the LESSOR through ABA of such failure. In the event that more than thirty (30) days is reasonably required to observe or perform, the LESSEE shall, in good faith and within thirty (30) days, initiate action and provide a plan for observance or performance, and shall diligently prosecute the same to completion. However, if any actions of the LESSEE threaten or actually harm the health and safety of the individuals residing at the Human Development Center or employees of the Human Development Center, upon receipt of written notice from the LESSOR, through ABA, the LESSEE will take immediate action to protect the health and safety of the individuals and employees at the Human Development Center. Failure to take action within twenty-four (24) hours of receipt of notice will give the LESSOR the right at its sole option to terminate.

In addition to other remedies provided herein, the LESSOR may terminate this Lease by thirty (30) days written notice to LESSEE by ABA if the LESSOR'S funds are insufficient for it to continue the operations for which the PREMISES are being used.

## 10. SPECIAL PROVISIONS:

- (a) LESSEE shall be responsible that this facility conforms to the Arkansas Fire Prevention Code, as amended, Arkansas State Plumbing Code, The National Electrical Code, and any other state and local laws, codes, authorities, etc., applicable to the leased facility including the Arkansas adopted Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG).

It is the sole responsibility of the LESSEE to ensure that any facility or improvement erected, renovated or attached is in compliance with the above referenced laws, codes, regulations, authorities, etc. The LESSOR is not responsible to ensure that any improvements made are in compliance with the laws, codes, regulations, authorities, etc. The LESSEE is responsible for any liability for failure to comply with the laws, codes, regulations, authorities, etc requirements to any structure(s) erected on the Leased PREMISES.

(b) Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of terms of this contract. Any LESSEE, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the LESSOR.

(1) The LESSEE shall prior to assigning this Lease with any person or entity, for which the total consideration is greater than \$25,000.00 requires the assignee to complete a Contract and Grant Disclosure and Certification Form. The LESSOR shall ensure that any contract agreement, current or future between the LESSOR and an assignee for which the total consideration is greater than \$25,000.00 shall contain the following:

*Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order, shall be a material breach of the term of this Sublease. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the LESSOR.*

(2) The LESSEE shall transmit to the agency a copy of the Contract and Grant Disclosure and Certification Form completed and signed by the assignee and a statement containing the dollar amount of the Sublease. The LESSEE shall transmit to ABA a copy of the disclosure form within ten (10) days of entering into any agreement with assignee.

(3) The terms and conditions regarding the failure to disclose and conditions which constitutes material breach of contract and rights of termination and remedies under the Executive Order 98-04 are hereby incorporated within.

(c) LESSOR has made no express representations or warranties and disclaims any implied representations or warranties related to the environmental condition of the PREMISES.

(d) The State or LESSOR shall not be responsible for the payment of any taxes or assessments for the PREMISES. LESSEE shall pay any applicable general, special real estate taxes or any other taxes or fees assessed against the PREMISES during the term of the Lease.

(e) The LESSOR, LESSEE and ABA agree that should the Lease expire prior to the execution of any proposed Amendment Agreement, the parties agree that the Lease is hereby reinstated and ratified upon the Amendment Agreement being fully executed by the parties. The provisions, terms, and conditions of any subsequent Amendment Agreement shall govern in the event of conflict or inconsistencies, or both. This paragraph should not be construed between the parties as an



agreement that the Lease will be extended for additional terms, but rather as an option between the parties to enter into the future negotiations for additional terms should they so desire.

- (f) The public advantage nature of this Lease as referred to in Paragraph 3. RENT shall mean the following responsibilities between the LESSOR and LESSEE: LESSEE shall provide sanitation and recycling services to Conway Human Development Center for the duration of the lease at no cost to the LESSOR.
- (g) LESSEE agrees that it will not assign nor sublet any portion or part of the PREMISES without the written consent of the LESSOR, though ABA.
- (h) LESSOR shall not be liable for LESSEE'S personal property.
- (i) LESSEE hereby indemnifies and holds the State harmless for and against any claim, loss, expense, fine, fee, tax/assessment (real estate or otherwise) or liability incurred by LESSOR as a result of LESSEE'S use of PREMISES.
- (j) Notice address for LESSOR and LESSEE except where otherwise specified herein notice shall be provided by hand-delivery with a signed receipt or by mailing such written notice to the parties as follows:

LESSOR:

DHS-DDDS Board  
P.O. Box 1437, Slot N-503  
Little Rock, AR 72203

LESSEE:

City of Conway  
1201 Oak Street  
Conway, Arkansas 72032

With Copy to:

Arkansas Building Authority  
501 Woodlane, Suite 101N  
Little Rock, Arkansas 72201  
Attn: Real Estate Services

- (k) This Lease Agreement, when fully executed, will void and supersede any other agreements negotiated by the parties.

#### 11. MISCELLANEOUS:

- (a) The Lease and any modifications or amendments to it will not be valid without the written approval of ABA.
- (b) This Lease shall benefit and bind the parties hereto and their heirs, personal representatives, successors and assigns.
- (c) The LESSEE may terminate this Lease by written notice from ABA to LESSOR upon the taking by eminent domain of any part of the PREMISES. This provision does not prevent the LESSEE from claiming or recovering from the condemning authority the value of LESSEE'S leasehold interests.

(d) Nothing in this Lease shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof.

(e) This Lease contains the entire agreement of the parties.

Executed by the parties who individually represent that each has the authority to enter into this Lease.

LESSOR:

ARKANSAS DEPARTMENT OF HUMAN SERVICES, DIVISION OF DEVELOPMENTAL DISABILITIES SERVICES

By: David Rosegrant  
David Rosegrant, DDS Board Chair

Date: May 1, 2013

By: \_\_\_\_\_  
Deborah Tenner, Chief Financial Officer  
Developmental Disabilities Services

Date: \_\_\_\_\_

ARKANSAS BUILDING AUTHORITY  
As Agent for DHS-DDDS

By: \_\_\_\_\_  
Chris Thomas, Administrator  
of Real Estate Services

Date: \_\_\_\_\_

LESSEE:

CITY OF CONWAY

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Anne W. Laidlaw, Director

Date: \_\_\_\_\_



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

Ronnie Hall, P.E.  
City Engineer  
[ronnie.hall@cityofconway.org](mailto:ronnie.hall@cityofconway.org)  
501-450-6165

May 10, 2013

Mayor Tab Townsell  
1201 Oak Street  
Conway, Arkansas 72032

**RE: Conway Western Arterial Loop (Baker Wills Parkway)  
AHTD Job 080174  
FAP No. HPP2-0169(4) & HPP2-3742(1)  
South Interchange  
Right of Way Acquisition**

Dear Mayor Townsell:

Our right of way acquisition consultant (OR Colan & Associates) has submitted for consideration the attached list of appraised values for several of the additional parcels of right of way required for the initial stage (HWY 365 to Sturgis Road) of this project.

This list includes a modification of the Tract 49, 50, 52, 53 and 58 offer to include a counteroffer consideration with a 10% increase. In addition the Tract 53 owner is requesting reimbursement for moving a mobile home off the right of way being purchased and a driveway off the new street. The Tract 50 owner is requesting payment (\$3,027) for an 8' fence between her residual property and the new road.

The Tract 57 owner request we purchase the required drainage easement as right of way and thus the amount increase to a fee simple amount rather than an easement only amount. The Tract 58 owner is also requesting that the easement portion of his acquisition be purchased as a fee simple.

If the above amounts are suitable we will move forward with closing these acquisitions as per the amounts shown on the attached summary.

Funds for the property acquisition have been previously identified as the street project sales tax revenue.

If you have questions, please call.

Thanks,

Ronnie Hall, P.E.

CITY OF CONWAY  
 CONWAY WESTERN LOOP ( BAKER WILLS PARKWAY)  
 South Interchange - Right of Way Acquisition  
 Summary of Appraised Value (By OR Colan & Associates)  
 And including additional Owner Request  
 May 10, 2013

|                 |                           | Area<br>Acquired<br>(Sq. Ft.) | Market<br>Value | Temp.<br>Constr.<br>Esm,t | Cost to<br>Cure | Damages  | Total<br>Original<br>Offer For<br>Right of Way | Owners<br>Option<br>Uneconomical<br>Remnant | ADDITIONAL<br>OWNERS<br>REQUEST<br>TO SIGN                             |           | TOTAL<br>REVISED<br>AMOUNT<br>WTH REQUEST | Eligible<br>Relocation<br>Assistance |
|-----------------|---------------------------|-------------------------------|-----------------|---------------------------|-----------------|----------|--|---|--|-----------|---|--------------------------------------|
| 49X             | Patrick Rappold           | 44,777                        | \$ 9,700        |                           |                 | \$ 9,300 | \$ 19,000                                      |   | \$ 1,900 Add. Comp.  | \$ 20,900 |   |                                      |
| 50              | Ronald John Lauritzson    | 84,792                        | \$ 18,600       | \$ 400                    |                 | \$ 5,100 | \$ 24,100                                      |   | \$ 2,400 Add. Comp<br>\$ 3,027 Privacy Fence                           | \$ 29,527 |   |                                      |
| 52              | Gertrude J. Rappold       | 5,266                         | \$ 2,700        | \$ 100                    |                 |          | \$ 2,800                                       |   | \$ 270 Add. Comp.  | \$ 3,070  |   |                                      |
| 53X<br>& 53 E-1 | Tim J. Rappold            | 35,653                        | \$ 8,900        | \$ 50                     |                 | \$ 1,800 | \$ 10,750                                      |   | \$ 1,075 Add. Comp.<br>\$ 1,200 Move MH off ROW<br>Add Driveway Access | \$ 13,025 |   |                                      |
| 57              | Heriberto Loya            | 11,307 (Esmt)                 | \$ 9,900        | \$ 725                    |                 |          | \$ 10,625                                      |   | \$ 3,616   | \$ 14,241 |   |                                      |
| 58              | Thomas Rappold            | 4,609                         | \$ 350          | \$ 600                    |                 | \$ 300   | \$ 1,250                                       |   | \$ 235 +10% + Fee for Esm,t  | \$ 1,485  |   |                                      |
| 73X             | Charles & Frankie Collins | 53713                         | \$ 28,600       | \$ 50                     |                 | \$ 4,100 | \$ 32,250                                      | \$ 3,600                                    | \$ 1,646 Eligible Relocation<br>Assist for Closing Cost                | \$ 37,496 | \$ 27,500                                 |                                      |



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

Ronnie Hall, P.E.  
City Engineer  
[ronnie.hall@cityofconway.org](mailto:ronnie.hall@cityofconway.org)  
501-450-6165

May 9, 2013

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

Re: Prince Street Improvements -Western Ave. to Shady Lane  
Right of Way Acquisition Parcels 21, 22, 23, 25, and 26

Dear Mayor Townsell;

The right of way appraisals for the above referenced parcels have been completed and I am requesting approval to offer these amounts to the various owners.

Parcel 21 – Trinity Property – Trinity Square Apartments 289 SF Right of Way + Sign Relocation + Fence Reconstruction.

Proposed settlement amount \$\_\_\_\_\_ (to be furnished at meeting time – awaiting price for decorative fence.)

Parcel 22– William N. Higgs and Sue E. Higgs (Higgs Family Dentistry) – 128 SF of Right of Way + Sign Relocations Proposed settlement amount \$1,150 for Right of Way + \$2,580 for sign relocation = total of \$3,730.

Parcel 23 – Tony Salter & Reda Salter (Salter Realty) – 79.5 SF Right of Way + Sign relocations + loss of Parking  
Proposed settlement amount \$6,240.

Parcel 24 - Trent Family 1, LLC (Taco Bell) – 398 SF Right of Way  
Proposed settlement amount \$4,550.

Parcel 25 – Morningside Church of Christ –87 SF Right of Way  
Proposed Settlement Amount \$500

Please advise if you have questions or need additional information.

Sincerely,

Ronnie Hall, P.E.





**City of Conway, Arkansas**  
**Ordinance No. O-13-\_\_\_\_\_**

**AN ORDINANCE ENTERING INTO A LEASE AGREEMENT TO PURCHASE A MOTOR GRADER, WAIVE THE REQUIREMENT TO OBTAIN COMPETITIVE BIDDING; DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES**

**Whereas**, the City of Conway Street Department has an immediate need to acquire a Motor Grader to replace a failed 1985 motor grader for which budgetary authorization has not previously been provided; and

**Whereas**, the City of Conway Street Department has evaluated a lease purchase arrangement submitted by various equipment dealers and determined that a three year lease agreement with Riggs CAT is favorable to the City and the city will have the option of transfer ownership of the equipment to the City at the conclusion of the lease term;

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

**Section 1.** The City of Conway hereby waives the requirement of obtaining competitive bids and authorizes the Mayor to enter into a three year lease agreement with Riggs CAT of Little Rock, Arkansas for the lease/ purchase of a Caterpillar 140M Motor Grader (Used with less than 500 hours) at a lease rate of \$1,954 per month for 36 months with an option to buy the machine at the end of 36 months for \$160,000.

**Section 2.** The City shall appropriate an amount not to exceed \$13,678 to Street Fund Equipment Rental (Account 02.201.5710) for the remaining 2013 lease payment as a fund balance appropriation from the (02.990) Street Fund Balance Account.

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

**Section 4.** This ordinance is necessary of 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 14<sup>th</sup> day of May 2013.

**Approved:**

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

**Attest:**

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

## **MEMORANDUM**

TO: MAYOR TAB TOWNSELL

FROM: RONNIE HALL, P.E.  
CITY ENGINEER

DATE: May 8, 2013

REFERENCE: Replacement Motor Grader

The Street Department's 1985 Galion motor grader has broken down with a minimum cost of a \$20,000 transmission repair needed to get it operational. The transmission was repaired about 5 years ago at a cost of \$20,000 to correct this same problem. The Galion machine has not been manufactured in several years and parts for this age a machine are a challenge to get. It is our opinion that it is time to replace this piece of equipment with a more current model and one with readily available repair parts and modern day operational features.

We have obtained proposals for replacing the motor grader with a lease purchase plan that would minimize the impact the \$200,000+ equipment would have on our budget.

Scott Equipment - Case 865 VHP Motor Grader (used 1,000 hours) - \$4,500 per Month for 24 months with a purchase price of \$65,000 at the end of the 24 months. The maximum number of machine hours allowed per year is 1,000 hours or the prorated additional cost will be added. The repurchase price is not guaranteed and may be decreased if damage or excessive wear is found. The 24 month lease plus purchase price would give a total two year cost of \$173,000. This machine is the basic no frills grader with smaller tires than the Cat.

J.A. Riggs - 140M Caterpillar (used less than 500 hours) - \$1,954 per month with a purchase price of \$160,000 at the end of the 36 month lease period. The 36 month lease plus purchase price would give a total two year cost of \$230,350. This machine has less hours, automatic grade control and tires larger (more traction and control) than the Case grader. There is no limit on the usage hours and the repurchase amount of \$160,000 is guaranteed if the city wishes to not purchase the machine and secure another lease or buy a different machine.

Hugg & Hall - Volvo (used about 2,000 hours) - \$10,000 per month with machine ownership at the end of the 24 month lease period. Total cost \$240,000.

It is our opinion that the best interest of the city would be served by entering into a lease agreement with JA Riggs for the 140M Caterpillar grader. The three year cost (\$70,344) is less than with the two year cost of the other machine leases. The most desirable option at the end of the three years may be to enter into another lease agreement and let Riggs repurchase the machine for \$160,000.



**City of Conway, Arkansas**  
**Ordinance No. O-13-\_\_\_\_\_**

**AN ORDINANCE APPROPRIATING FUNDS FOR THE CONWAY PARKS & RECREATION  
DEPARTMENT; AND FOR OTHER PURPOSES**

**Whereas**, the City of Conway has received a check in the amount of \$ 19,750 from Arkansas Municipal Vehicle Program for insurance proceeds toward a 2008 Ford F-250 Truck belonging to the City of Conway Parks Department that was wrecked on April 4<sup>th</sup> 2013; and

**Whereas**, the Conway Parks Department needs to purchase another vehicle to replace the one that was wrecked.

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

**Section 1.** The City of Conway shall appropriate funds in the amount of \$ 19,750 from the Insurance Proceeds General Fund Account (252.000.4360) to the Conway Parks Department Vehicle Capital Account (252.140.5920).

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

**PASSED** this 14<sup>th</sup> day of May 2013.

**Approved:**

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

**Attest:**

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



**City of Conway, Arkansas  
Ordinance No. O-13-\_\_**

**AN ORDINANCE ESTABLISHING RESPONSIBILITY FOR TARPING AND SECURING MATERIALS AND DEBRIS DURING TRANSPORTATION WITHIN THE CITY OF CONWAY; AND FOR OTHER PURPOSES; AND DECLARING AN EMERGENCY**

**Whereas**, It is beneficial to the health and well-being of the citizens of Conway that the City of Conway continues its being pro-active in litter abatement.

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

**Section 1.** Any operator of a motor vehicle transporting materials within the corporate limits of the City of Conway must soundly secure the entirety of said load to the vehicle and or trailer in/on which materials are being transported.

**Section 2.** All loads of materials presented for disposal at the City of Conway landfill must be tarped to the extent that they cannot deposit litter onto any public street, avenue or thoroughfare.

**Section 3.** Any person operating a motor vehicle that presents a load for disposal at the City of Conway landfill arriving unsecured and /or untarped shall be fined an amount of not less/nor greater than \$5.00.

**Section 4.** Any person arriving at the City of Conway landfill with a load of unsecured and/or untarped materials shall not be permitted to leave said facility without first securing and/or tarping said load.

**Section 5.** Any ordinances in conflict herewith are hereby repealed to the extent of the conflict.

**Section 6.** This ordinance is necessary for the protection of health and safety of the citizens of Conway and therefore, an emergency is declared to exist, and this ordinance shall go into effect from and after its passage and approval.

**PASSED** this 14<sup>th</sup> day of May, 2013.

**Approved:**

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

**Attest:**

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

**8-6-407. Commercial refuse hauling by uncovered vehicles.**

It shall be unlawful for any person engaged in commercial or for-hire hauling to operate any truck or other vehicle within this state to transport litter, trash, or garbage unless the vehicle is covered to prevent its contents from blowing, dropping, falling off, or otherwise departing from the vehicle. In addition, any person operating his or her own truck or other vehicle to transport litter, trash, or garbage shall take reasonable steps to prevent its contents from blowing, dropping, falling off, or otherwise departing from the vehicle. However, no vehicle hauling predominately metallic material shall be required to be covered if it is loaded in a manner which will prevent the material from falling or dropping from the vehicle

A.C.A. § 27-35-110 (2012)

**27-35-110. Spilling loads on highways prohibited -- Covers required for loads of sand, gravel, and rock -- Exceptions.**

(a) No vehicle shall be driven or moved on any highway unless the vehicle is so constructed or loaded as to prevent any of its load from dropping, sifting, leaking, or otherwise escaping therefrom.

(b) Sand may be dropped for the purpose of securing traction, or water or other substance may be sprinkled on a roadway in cleaning or maintaining the roadway.

(c) For a motor vehicle or a trailer with an open bed manufactured after September 30, 2001, no sand, gravel, or rock shall be transported on the paved public streets and highways of this state in a motor vehicle or trailer with an open bed unless the open bed is securely covered with a material which will prevent the load from dropping, sifting, leaking, or otherwise escaping therefrom. The cover shall be securely fastened to prevent the covering from becoming loose, detached, or in any manner a hazard to other users of the highway.

(d) For a motor vehicle or a trailer with an open bed manufactured on or before September 30, 2001, a vehicle with an open bed transporting sand, gravel, or rock is required to be covered as prescribed in subsection (c) of this section unless six inches (6") of freeboard is maintained at the perimeter of the load within the open bed of the vehicle or trailer carrying the load. Measurements are to be taken at the perimeter of the vehicle's or trailer's bed and measured from the top edge of the bed down to the sand, gravel, or rock being transported.



## § 9.03 Standards

All collection and transportation systems shall meet the conditions outlined below. Failure to comply with these conditions shall result in a revocation of the hauler license.

- All persons driving collection and/or transportation vehicles shall hold the appropriate driver's license as required by state law.
- Solid wastes shall be collected and transported so as to prevent public health hazards, environmental hazards, safety hazards, and nuisances and shall be kept in a sanitary condition.
- Collection and transportation equipment shall be designed and constructed so as to be leak-proof. The waste shall be suitably enclosed or covered so as to prevent roadside littering, attraction of vectors or creation of other nuisances, in accordance with ADEQ Regulation 22. This means that vehicles must have either: enclosed waste storage areas; or for vehicles with open waste storage areas, such as caged pickups, they must be tarped when traveling in excess of 35 miles per hour. Haulers should require customers to utilize animal resistant containers and bags of suitable strength to reduce tearing and spilling of litter.
- Collection and transportation of chemicals, medical wastes, poisons, explosives, radiological wastes and other hazardous materials shall be in accordance with the requirements of state and federal regulatory controls.
- All solid wastes collected shall be transported to a permitted facility in accordance with ADEQ Regulation 22.
- All vehicles hauling solid waste within the District shall display the registration sticker issued by the District near the driver's side door and in plain sight. In addition, beginning January 1, 2007, all licensed vehicles must display both the business name and phone number in letters no less than 2 inches high on both sides of the vehicle.
- Commercial refuse haulers will provide service at a minimum once a week. Haulers may skip hauling on major holidays, provided they provide service to those customers affected during that week. Customers should be provided a minimum of two weeks' notice of any change in collection schedule. Inclement weather may excuse haulers from this provision. This schedule does not apply to business's hauling their own waste or that of their customers.
- Haulers are responsible for cleaning up any spills and/or loose trash caused by the hauler.
- Haulers may provide service in any zone they wish. When licensing, haulers will be required to indicate in which zones they wish to provide service. A hauler who indicates that they provide service in a zone must provide service to any customer within that zone that requests it, unless that hauler can show good cause why they will not. Good cause may be a history of failing to pay bills or other dispute between the customer and hauler. The location of the customer will not be considered good cause.



**City of Conway, Arkansas**  
**Ordinance No. O-13- \_\_\_\_\_**

**AN ORDINANCE WAIVING BIDS FOR THE PURCHASE OF COMMERCIAL WASTE AND RECYCLE CONTAINER PRODUCTS FOR THE CONWAY SANITATION DEPARTMENT; DECLARING AN EMERGENCY: AND FOR OTHER PURPOSES**

**Whereas**, the Sanitation Department desires to purchase commercial waste and recycle containers in order to begin to service several commercial establishments in the City of Conway; and

**Whereas**, the Sanitation Department has obtained 3 quotes for the type containers needed and the lowest quote is from Cram-a-lot, a Conway business; and

**Whereas** pursuant to Arkansas Code Annotated § 14-58-303(b)(2)(B), the City may, by ordinance, waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical; and

**Whereas**, using the bid process for a large number of receptacles would delay getting containers in place for most locations, but by waiving the bid process a small number of receptacles could be more quickly obtained through the quote process thereby facilitating the servicing of some commercial establishments and eventually all of these establishments; and

**Whereas**, beginning commercial service for these establishments as soon as possible is of financial benefit to the Conway Sanitation Department; therefore, time being of the essence, the City Council finds that exceptional circumstances exist where the bid procedure is deemed not feasible or practical and it is desirable and beneficial to waive bids in this matter.

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

**Section 1.** The City of Conway, pursuant to Arkansas Code Annotated § 14-58-303(b)(2)(B), shall waive the requirement for obtaining competitive bids and shall accept Cram-a-lot as the vendor for commercial sanitation and recycle containers purchase.

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

**Section 3.** That this ordinance is necessary for the protection, peace, health and safety of the citizens of Conway, and therefore, an emergency is declared to exist, and this ordinance shall go into effect from and after its passage and approval.

**PASSED** this 14<sup>th</sup> day of May, 2013.

**Approved:**

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

**Attest:**

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





**City of Conway, Arkansas**  
**Ordinance No. O-13-\_\_\_\_\_**

**AN ORDINANCE WAIVING BIDS FOR THE PURCHASE OF THE EPI LINER FOR THE SANITATION DEPARTMENT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:**

**Whereas**, the City of Conway Sanitation Department has a need for additional EPI System cover material, which will extend the life of the landfill; and

**Whereas**, the City Council approved the purchase of the cover material during 203 from EPI Environmental Products, Inc. as a sole source vendor, and the Sanitation converted the landfill to the EPI system for alternate daily cover system.

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

**Section 1.** The City of Conway shall waive the requirement for obtaining bids for the purchase of the EPI material and shall purchase said product from EPI Environment Products, Inc. as a sole source vendor.

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

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

**PASSED** this 14<sup>th</sup> day of May, 2013.

**Approved:**

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

**Attest:**

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



**City of Conway, Arkansas**  
**Ordinance No. O-13-\_\_\_\_\_**

**AN ORDINANCE PURSUANT TO ARKANSAS CODE ANNOTATED § 14-42-107(b)(1) PRESCRIBING THE EXTENT OF THE AUTHORITY FOR CITY OFFICIALS AND CITY EMPLOYEES TO BE EMPLOYED BY OR OTHERWISE SERVE IN A DUAL CAPACITY WITH THE FAULKNER COUNTY SOLID WASTE MANAGEMENT DISTRICT; REPEALING ANY ORDINANCES IN CONFLICT; DECLARING AN EMERGENCY; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.**

**Whereas**, the City of Conway, Arkansas (the “City”) from time to time enters into contracts and agreements with the Faulkner County Solid Waste Management District (the “District”) for solid waste services, including but not limited to “roll off” services for county cleanups whereby the District contracts with the Sanitation Department for a container to be placed at the cleanup and pays the Sanitation Department for that service; and

**Whereas**, from time to time, City officials and City employees serve in a dual capacity and are employed by the District and some may receive salaried compensation from the District; and

**Whereas**, pursuant to Arkansas Code Annotated § 14-42-107(b)(1), no municipal official or municipal employee shall be interested, directly or indirectly, in the profits of any contract for furnishing supplies, equipment, or services to the municipality unless the governing body of the city has enacted an ordinance specifically permitting officials or municipal employees to conduct business with the city and prescribing the extent of this authority; and

**Whereas**, the Attorney General has suggested in Opinion No. 2011-166, that such circumstances of dual capacity employment with compensation may require an ordinance be enacted pursuant to Arkansas Code Annotated § 14-42-107(b)(1) prescribing the extent of the authority for City officials and employees to serve in such dual capacities; and

**Whereas**, the City desires to pass an ordinance authorized by Arkansas Code Annotated § 14-42-107(b)(1) prescribing the extent of the authority for City officials and employees to

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

**Section 1:** That pursuant to the authority of Arkansas Code Annotated § 14-42-107, City officials and City employees are permitted to serve in a dual capacity and be employed by the District, including the receipt of salaried compensation from the District, as long as such official or employee is not interested, directly or indirectly, in the profits of any specific contract for furnishing supplies, equipment, or services to the City. For purposes of this ordinance, receiving regular compensation from the District or the City as an employee shall not be considered an “interest” in such contract.

**Section 2:** That in the event any title, section, paragraph, item, sentence, clause, phrase, or word of this Ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not be 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.

**Section 3:** That all ordinances or resolutions of the City in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4:** That it is in the interest of the City that any dual capacity employment with officials or employees with the District be immediately clarified pursuant to applicable state law and that this ordinance is necessary for the protection of the public peace, health and safety. Therefore, 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** on this 14<sup>th</sup> day of May, 2013.

**Approved:**

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

**Attest:**

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

The logo is a blue oval with a white border, containing the following text:

City of Conway  
Finance Department  
Tyler Winningham, CFO  
1201 Oak Street  
Conway, AR 72032  
[www.cityofconway.org](http://www.cityofconway.org)

# Memo:

**To:** Mayor Tab Townsell  
**CC:** City Council Members  
Tyler Winningham, CFO  
**From:** Brenda Yarbrough, Finance Department  
**Date:** May 6<sup>th</sup>, 2013  
**Re:** Disposals of Property

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For your approval is an attached listing details items to be removed from the fixed assets (inventory) for various departments within the City of Conway. I would like to request approval to remove these items from our inventory listing and to dispose of them as each department finds suitable; including online auction, training usage, donating items, or simply disposing of each item. The list of assets includes copier machines, plotters, desktop computers, switches, servers, and misc. technology assets.

If you need anything further please let me know.

| Dept.          | Description of Item                   | Reason for Disposal        |
|----------------|---------------------------------------|----------------------------|
| Police         | 2002 Chevy Impala (VIN92926)          | poor condition             |
| Police         | 2005 Ford Crown Vic (VIN08912)        | poor condition             |
| Police         | 2008 Ford Crown Vic (VIN65973)        | totaled in accident        |
| Parks          | 25' Gooseneck Trailer SN:25455        | Wrecked                    |
| Parks          | 2008 Ford F-250 Crew Cab (VIN74944)   | Totaled                    |
| City Hall      | HP COMPAQ D530 Computer               | End of Life/No longer Used |
| City Hall      | RADIUS SM50                           | End of Life/No longer Used |
| City Hall      | HP COMPAQ DC7600 Computer             | End of Life/No longer Used |
| City Hall      | HP COMPAQ D530 Computer               | End of Life/No longer Used |
| City Hall      | HP COMPAQ D530 Computer               | End of Life/No longer Used |
| Permits        | RICOH 1224C Copier                    | End of Life/No longer Used |
| Planning       | HP DESIGNJET 755CM Copier             | End of Life/No longer Used |
| City Hall      | DELL OPTIPLEX GX270 Computer          | End of Life/No longer Used |
| City Hall      | ACER AL1914 B Monitor                 | End of Life/No longer Used |
| City Hall      | ACER AL1914 B Monitor                 | End of Life/No longer Used |
| City Hall      | ACER AL1914 B Monitor                 | End of Life/No longer Used |
| District Court | HP PROCURVE 2626 J4900B Switches      | End of Life/No longer Used |
| District Court | RICOH 1022 Copier                     | End of Life/No longer Used |
| District Court | HP D510U Computer                     | End of Life/No longer Used |
| District Court | HP COMPAQ D510U Computer              | End of Life/No longer Used |
| City Atty      | DELL LASER PRINTER 1720DN Copier      | End of Life/No longer Used |
| IT             | HP PROLIANT DL380 Server              | End of Life/No longer Used |
| IT             | HP PROLIANT DL380 Server              | End of Life/No longer Used |
| IT             | HP PROLIANT DL380 Server              | End of Life/No longer Used |
| IT             | HP PROLIANT DL100 Server              | End of Life/No longer Used |
| IT             | COMDIAL EP300 Phones                  | End of Life/No longer Used |
| IT             | COMDIAL EP300 Phones                  | End of Life/No longer Used |
| IT             | COMDIAL EP300 Phones                  | End of Life/No longer Used |
| IT             | COMDIAL EP300 Phones                  | End of Life/No longer Used |
| IT             | COMDIAL EP300 Phones                  | End of Life/No longer Used |
| IT             | COMDIAL EP300 Phones                  | End of Life/No longer Used |
| IT             | COMDIAL EP300 Phones                  | End of Life/No longer Used |
| IT             | WATCHGUARD SSL500 Firewall            | End of Life/No longer Used |
| COMMS Ctr.     | POWERLINK WAN TRAFFIC MANAGER PRO100T | End of Life/No longer Used |
| IT             | HP PROLIANT DL100 Server              | End of Life/No longer Used |
| COMMS Ctr.     | COMPAQ NC8230 Computer                | End of Life/No longer Used |
| COMMS Ctr.     | PARAGON (DR4800) Com/Mobile           | End of Life/No longer Used |
| IT             | SNAP APPLIANCE SNAP SERVER 4100       | End of Life/No longer Used |
| COMMS Ctr.     | GEMINI Com/Mobile                     | End of Life/No longer Used |
| COMMS Ctr.     | GEMINI Com/Mobile                     | End of Life/No longer Used |
| COMMS Ctr.     | GEMINI Com/Mobile                     | End of Life/No longer Used |
| COMMS Ctr.     | GEMINI Com/Mobile                     | End of Life/No longer Used |
| COMMS Ctr.     | GEMINI Com/Mobile                     | End of Life/No longer Used |
| COMMS Ctr.     | GEMINI Com/Mobile                     | End of Life/No longer Used |
| COMMS Ctr.     | GEMINI Com/Mobile                     | End of Life/No longer Used |
| Police         | SONY Vaio PCG-7D2L Computer           | End of Life/No longer Used |
| PARKS          | K700 Monitor                          | End of Life/No longer Used |

| Dept.      | Description of Item               | Reason for Disposal        |
|------------|-----------------------------------|----------------------------|
| Police     | Motoroala systems 9000 Com/Mobile | End of Life/No longer Used |
| Police     | WATCHGUARD FIREBOX 700 F2064N     | End of Life/No longer Used |
| Police     | HP COMPAQ D530 Computer           | End of Life/No longer Used |
| COMMS Ctr. | HP COMPAQ D530 Computer           | End of Life/No longer Used |
| COMMS Ctr. | GESTETNER DSM622SP Copier         | End of Life/No longer Used |
| Police     | HP COMPAQ D530 Computer           | End of Life/No longer Used |
| Police     | HP COMPAQ DC7100 Computer         | End of Life/No longer Used |
| COMMS Ctr. | GEMINI Com/Mobile                 | End of Life/No longer Used |
| COMMS Ctr. | GEMINI Com/Mobile                 | End of Life/No longer Used |
| COMMS Ctr. | GEMINI Com/Mobile                 | End of Life/No longer Used |
| COMMS Ctr. | GEMINI Com/Mobile                 | End of Life/No longer Used |
| COMMS Ctr. | GEMINI Com/Mobile                 | End of Life/No longer Used |
| COMMS Ctr. | GEMINI Com/Mobile                 | End of Life/No longer Used |
| COMMS Ctr. | GEMINI Com/Mobile                 | End of Life/No longer Used |
| COMMS Ctr. | GEMINI Com/Mobile                 | End of Life/No longer Used |
| COMMS Ctr. | GEMINI Com/Mobile                 | End of Life/No longer Used |
| COMMS Ctr. | GEMINI Com/Mobile                 | End of Life/No longer Used |
| Unknown    | GESTETNER DSM622SP Copier         | End of Life/No longer Used |
| Fire       | MAXTRAC 300 Com/Radio             | End of Life/No longer Used |
| Fire       | HP COMPAQ D530 Computer           | End of Life/No longer Used |
| Fire       | HP COMPAQ D530 Computer           | End of Life/No longer Used |
| Fire       | HP D530U Computer                 | End of Life/No longer Used |
| Fire       | HP D530U Computer                 | End of Life/No longer Used |
| Fire       | VIEWSONIC VA721 VS10047 Monitor   | End of Life/No longer Used |
| Fire       | OPTIPLEX 740 Computer             | End of Life/No longer Used |
| Fire       | OPTIPLEX 740 Computer             | End of Life/No longer Used |
| Fire       | OPTIPLEX 740 Computer             | End of Life/No longer Used |
| Fire       | OPTIPLEX 740 Computer             | End of Life/No longer Used |
| Fire       | OPTIPLEX 740 Computer             | End of Life/No longer Used |
| Fire       | OPTIPLEX 740 Computer             | End of Life/No longer Used |
| Fire       | OPTIPLEX 740 Computer             | End of Life/No longer Used |
| Fire       | OPTIPLEX 740 Computer             | End of Life/No longer Used |
| Fire       | OPTIPLEX 740 Computer             | End of Life/No longer Used |
| Fire       | OPTIPLEX 740 Computer             | End of Life/No longer Used |
| Fire       | OPTIPLEX 740 Computer             | End of Life/No longer Used |
| Fire       | OPTIPLEX 740 Computer             | End of Life/No longer Used |
| Fire       | OPTIPLEX 740 Computer             | End of Life/No longer Used |
| Fire       | OPTIPLEX 740 Computer             | End of Life/No longer Used |
| Fire       | OPTIPLEX 740 Computer             | End of Life/No longer Used |
| Sanit.     | HP DC7700 Computer                | End of Life/No longer Used |
| Fire       | DC7100 Computer                   | End of Life/No longer Used |
| AW         | LG 921Z Monitor                   | End of Life/No longer Used |





| Dept. | Description of Item               | Reason for Disposal        |
|-------|-----------------------------------|----------------------------|
| IT    | Motorola systems 9000             | End of Life/No longer Used |
| IT    | Motorola systems 9000             | End of Life/No longer Used |
| IT    | Motorola systems 9000             | End of Life/No longer Used |
| IT    | DELL DOCK                         | End of Life/No longer Used |
| IT    | DELL DOCK                         | End of Life/No longer Used |
| IT    | DELL DOCK                         | End of Life/No longer Used |
| IT    | DELL E6400/E6500 DOCK             | End of Life/No longer Used |
| IT    | DELL E6400/E6500 DOCK             | End of Life/No longer Used |
| IT    | DELL PORT REPLICATOR              | End of Life/No longer Used |
| IT    | DELL PORT REPLICATOR              | End of Life/No longer Used |
| IT    | HP PORT REPLICATOR                | End of Life/No longer Used |
| IT    | HP PORT REPLICATOR                | End of Life/No longer Used |
| IT    | HP PORT REPLICATOR                | End of Life/No longer Used |
| IT    | TARGUS PORT REPLICATOR            | End of Life/No longer Used |
| IT    | Motorola systems 9000             | End of Life/No longer Used |
| IT    | Motorola systems 9000             | End of Life/No longer Used |
| IT    | Motorola systems 9000             | End of Life/No longer Used |
| IT    | Motorola systems 9000             | End of Life/No longer Used |
| IT    | Motorola systems 9000             | End of Life/No longer Used |
| IT    | COMPAQ NC8230 Computer            | End of Life/No longer Used |
| IT    | DELL LATITUDE D620 Computer       | End of Life/No longer Used |
| IT    | DELL LATITUDE D620 Computer       | End of Life/No longer Used |
| IT    | DELL LATITUDE D620 Computer       | End of Life/No longer Used |
| IT    | DELL OPTIPLEX GX520 Computer      | End of Life/No longer Used |
| IT    | HP COMPAQ D510U Computer          | End of Life/No longer Used |
| IT    | HP COMPAQ D530 Computer           | End of Life/No longer Used |
| IT    | HP COMPAQ NC8230 Computer         | End of Life/No longer Used |
| IT    | HP COMPAQ NX9420 Computer         | End of Life/No longer Used |
| IT    | HP D530U Computer                 | End of Life/No longer Used |
| IT    | PANASONIC CF-29 Computer          | End of Life/No longer Used |
| IT    | PANASONIC CF-29 Computer          | End of Life/No longer Used |
| IT    | PANASONIC CF-48 Computer          | End of Life/No longer Used |
| IT    | CANON DADF-H1 Copier              | End of Life/No longer Used |
| IT    | GESTETNER 2212 Copier             | End of Life/No longer Used |
| IT    | HP COLOR LASERJET 3500 Copier     | End of Life/No longer Used |
| IT    | RICOH 5500 Copier                 | End of Life/No longer Used |
| IT    | COMDIAL PHONE SYSTEM              | End of Life/No longer Used |
| IT    | COMDIAL PHONE SYSTEM              | End of Life/No longer Used |
| IT    | NORTEL MERIDIAN COMPACT ICS Phone | End of Life/No longer Used |
| IT    | NORTEL MERIDIAN COMPACT ICS Phone | End of Life/No longer Used |
| IT    | DATA CARD BADGE PRINTER           | End of Life/No longer Used |
| IT    | DELL POWERVAULT 124T Server       | End of Life/No longer Used |
| IT    | DELL POWERVAULT EXPANSION server  | End of Life/No longer Used |
| IT    | HP DVM SWITCH TFT5600RKM Switch   | End of Life/No longer Used |
| IT    | CISCO SD208P switch               | End of Life/No longer Used |
| IT    | DELL POWERCONNECT 2708 switch     | End of Life/No longer Used |



| Dept. | Description of Item    | Reason for Disposal        |
|-------|------------------------|----------------------------|
| IT    | ACER AL1906 A Monitor  | End of Life/No longer Used |
| IT    | ACER AL1906 A Monitor  | End of Life/No longer Used |
| IT    | ACER AL1906 A Monitor  | End of Life/No longer Used |
| IT    | ACER AL1906 A Monitor  | End of Life/No longer Used |
| IT    | ACER AL1906 A Monitor  | End of Life/No longer Used |
| IT    | ACER AL1906 A Monitor  | End of Life/No longer Used |
| IT    | ACER AL1906 A Monitor  | End of Life/No longer Used |
| IT    | ACER AL1916 A Monitor  | End of Life/No longer Used |
| IT    | ACER AL1916 C Monitor  | End of Life/No longer Used |
| IT    | ACER AL1916 C Monitor  | End of Life/No longer Used |
| IT    | ACER AL1917W A Monitor | End of Life/No longer Used |
| IT    | ACER AL2216W Monitor   | End of Life/No longer Used |
| IT    | ACER AL2216W Monitor   | End of Life/No longer Used |
| IT    | ACER AL2216W Monitor   | End of Life/No longer Used |
| IT    | ACER AL2216W Monitor   | End of Life/No longer Used |
| IT    | ACER AL2216W Monitor   | End of Life/No longer Used |
| IT    | ACER AL2216W Monitor   | End of Life/No longer Used |
| IT    | ACER AL2216W Monitor   | End of Life/No longer Used |
| IT    | ACER AL2216W Monitor   | End of Life/No longer Used |
| IT    | ACER V223W Monitor     | End of Life/No longer Used |
| IT    | BALANCE CM2019 Monitor | End of Life/No longer Used |
| IT    | COMPAQ D5064 Monitor   | End of Life/No longer Used |
| IT    | DELL 1504FP Monitor    | End of Life/No longer Used |
| IT    | DELL 1900FP Monitor    | End of Life/No longer Used |
| IT    | DELL 1900FP Monitor    | End of Life/No longer Used |
| IT    | DELL 1900FP Monitor    | End of Life/No longer Used |
| IT    | DELL 1900FP Monitor    | End of Life/No longer Used |
| IT    | DELL 1901FP Monitor    | End of Life/No longer Used |
| IT    | DELL 1901FP Monitor    | End of Life/No longer Used |
| IT    | DELL 1905FP Monitor    | End of Life/No longer Used |
| IT    | DELL 2208WFPT Monitor  | End of Life/No longer Used |
| IT    | DELL M991 Monitor      | End of Life/No longer Used |
| IT    | HANNS-G Monitor        | End of Life/No longer Used |
| IT    | HP 20555 SH249 Monitor | End of Life/No longer Used |
| IT    | HP L1925 Monitor       | End of Life/No longer Used |
| IT    | HP L2245WG Monitor     | End of Life/No longer Used |
| IT    | HP P9626 Monitor       | End of Life/No longer Used |
| IT    | HP PE1230 Monitor      | End of Life/No longer Used |
| IT    | KDS USA K717 Monitor   | End of Life/No longer Used |
| IT    | KDS USA K717 Monitor   | End of Life/No longer Used |
| IT    | KDSUSA K517S Monitor   | End of Life/No longer Used |
| IT    | MICROTEK 710S Monitor  | End of Life/No longer Used |
| IT    | MICROTEK 710S Monitor  | End of Life/No longer Used |
| IT    | MICROTEK 710S Monitor  | End of Life/No longer Used |
| IT    | MICROTEK 710S Monitor  | End of Life/No longer Used |

| Dept. | Description of Item      | Reason for Disposal        |
|-------|--------------------------|----------------------------|
| IT    | MICROTEK 710S Monitor    | End of Life/No longer Used |
| IT    | MICROTEK 710S Monitor    | End of Life/No longer Used |
| IT    | MICROTEK 710S Monitor    | End of Life/No longer Used |
| IT    | MICROTEK 710S Monitor    | End of Life/No longer Used |
| IT    | MICROTEK 815C Monitor    | End of Life/No longer Used |
| IT    | MICROTEK 815C Monitor    | End of Life/No longer Used |
| IT    | MICROTEK 815C Monitor    | End of Life/No longer Used |
| IT    | MICROTEK C593 Monitor    | End of Life/No longer Used |
| IT    | SAMSUNG 170N A M Monitor | End of Life/No longer Used |
| IT    | VIEWSONIC VA902B Monitor | End of Life/No longer Used |
| IT    | VIEWSONIC VG900B Monitor | End of Life/No longer Used |
| IT    | VIEWSONIC VP950B Monitor | End of Life/No longer Used |
| IT    | CANNON DR-2580C          | End of Life/No longer Used |
| IT    | XEROX 900W Monitor       | End of Life/No longer Used |
| IT    | Monitor                  | End of Life/No longer Used |

# Memo

To: Mayor Tab Townsell  
City Council Members  
From: Chief Castleberry  
Date: Tuesday, May 14, 2013  
Re: 2013-13 CFD Replacement of Smokehouse

---

On April 26, 2013 at 10:00am at City Hall; bids were received for replacing the Smokehouse for the Conway Fire Department. The following bids was submitted; it is tabulated as follows:

|                               |                        |
|-------------------------------|------------------------|
| Springhill Specialty Trailers | \$37,900 for all three |
|-------------------------------|------------------------|

We recommend the approval of the submitted bid by Springhill Specialty Trailers for the replacement of this item.

Please advise if you have any questions.



**City of Conway, Arkansas**  
**Ordinance No. O-13- \_\_\_\_\_**

**AN ORDINANCE APPROPRIATING FUNDS FOR THE CONWAY FIRE DEPARTMENT; AND FOR OTHER PURPOSES**

**Whereas**, the Conway Fire Department requests \$1,180 for the use of purchasing dive team weights for the Special Operations Rescue Team and 27 carbon knight hoods; and

**Whereas**, funds in the amount of \$1,201 were received from various donors and for services including but not limited to Fred's and Hanson Hamrick Jr. to be used for such purpose.

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

**Section 1.** The City of Conway shall appropriate \$250 from the General Fund Revenue Donation Account to the Fire Department Fire Department Special Operations Rescue Team (SORT) Operating Account (01.133.5699) and \$928 to the Fire Department Miscellaneous Supplies Operating Account (001.131.5699).

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

**PASSED** this 14<sup>th</sup> day of May, 2013

**Approved:**

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

**Attest:**

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