

Mayor Tab Townsell  
City Attorney Michael Murphy

City Clerk/Treasurer Michael O. Garrett



City Council Members

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

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**City Council Meeting Tuesday, February 9<sup>th</sup>, 2010 @ 6:30pm**  
**District Court Building – 810 Parkway St., Conway, AR 72032**  
**5:30pm Committee Meeting:**  
**Conway Transit Feasibility Study**  
**Presented by: Metroplan**

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Call to Order  
Roll Call  
Minutes: **January 26<sup>th</sup>, 2010**  
Announcements / Proclamations / Recognition:

*John Zanin – VFW - Voice of Democracy & Patriot Essay Contest Winners*

*Pastor Cornell Maltbia – Maria Oates – MLK Youth Commission*

**1. 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.

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

1. Consideration to enter an agreement with Faulkner County Senior Citizens & Faulkner County Council on Developmental Disabilities for transportation services.
2. Consideration to enter into an agreement with the UACES (University of Arkansas Cooperative Extension Service) for a horticulture program for the City of Conway.
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 Improvement Projects, Corridor Projects, & Impact Fee Projects for 2010.

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

1. Consideration to enter into an agreement with Conway Housing Authority for a community policing officer.
2. Consideration to enter into an agreement with various entities for scoreboard sponsorship at the City of Colleges Park.
3. Ordinance accepting a capital grant from the Advertising and Promotion Commission for the Conway Fairground Complex.

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

1. Ordinance appropriating funds for expenses related to District Court automation.
2. Ordinance accepting restitution funds for overtime performed by the Conway Police Department personnel.
3. 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.

**Old Business**

**New Business**

1. Consideration to enter into a boundary agreement with the Beaverfork Water District.
2. 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 9<sup>th</sup> 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 9<sup>th</sup>, 2010.

APPROVED:

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Mayor Tab Townsell

ATTEST:

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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]

CONTRACT FOR TRANSPORTATION SERVICES WITH  
FAULKNER COUNTY SENIOR CITIZEN PROGRAM

For the fee of \$45,000 Faulkner County Senior Citizens Program shall provide transportation services to the senior citizens of Conway, Arkansas. Length of contract shall be January 1<sup>st</sup>, 2010 through December 31<sup>st</sup>, 2010.

Transportation services shall include but not limited to:

Employment transportation

Medical transportation

Educational transportation

Recreational transportation

Transportation for personal needs (shopping, bill paying, prescriptions, etc.)

All services shall be provided on request and as vehicle scheduling permits

Faulkner County Senior Citizens Program shall maintain daily trip sheets of all transportation services. Any further documentation necessary or required by City, State, or Federal requirements will be maintained and available upon request for review or audit by City officials.

Faulkner County Senior Citizens Program will provide services to all mentioned above classes without regard to race, color, religion, sex, national origin, disability, veteran status, or marital status.

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Mayor Tab Townsell  
City of Conway

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Debra Robinson  
Faulkner County Senior Citizens Program

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Michael O. Garrett  
City Clerk/Treasurer  
City of Conway

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Jerry Lancaster  
Board President  
Faulkner County Senior Citizens Program



# Faulkner County Senior Citizens Program

1620 Donaghey Ave. / P.O. Box 1429  
Conway, Arkansas 72033

Telephone (501) 327-2895  
Fax (501) 329-0196

October 20, 2009

Mayor Tab Townsell  
Conway City Council  
City of Conway  
1201 Oak St.  
Conway, AR 72032

Dear Mayor Townsell and Members of the City Council:

We are extremely appreciative of the funding that the City of Conway provided toward our transportation program in 2009, as are all of the senior citizens that we served. We are currently averaging annual transportation as follows:

Medical Appointments	3,130
Personal Appointments (human service agencies, grocery stores, etc.)	1,276
Return Trips Home	<u>4,402</u>
	8,806

In providing these figures we have isolated only the transportation for which we use city funding. At an average cost of \$6.25 we need aggregate funding again in 2010 in the amount of \$55,000. We anticipate we will receive \$10,000 in CDBG funding for our Conway transportation as that is what we have been granted the past several years. We are therefore asking the City of Conway to fund the difference of **\$45,000**. Should we not receive \$10,000 in CDBG funding we would need to request the full \$55,000. Please note that our funding request for next year is the same as last, despite the fact that the trips we are providing have increased slightly. This is because we have lowered our cost per trip from \$6.50 to \$6.25 reflecting the lowered gas cost average this year versus last year.

As you are aware, we utilize our other transportation funding sources (federal, state, United Way, private grants, donations, and fundraising) to transport our participants to and from centers, and to provide transportation in rural areas. We use city funding specifically to support the transportation we provide elderly citizens on an individual basis within the City of Conway primarily to medical and dental appointments, physical rehabilitation, dialysis, human service agencies, grocery stores, etc. which is by far the most costly yet critical service we provide. Approximately 14% of this transportation involves senior citizens in wheel chairs and who require a vehicle with a wheel chair lift. The service we provide, and that you fund, is what separates Conway from so many other communities, large and small, with regard to being a community that truly cares about, and cares for, its dependent citizens. It takes so little and means so much, and we deeply appreciate you for your commitment to those who depend upon these services.

Thank you for your consideration and continued support.

Sincerely,

*Debra Robinson*

Debra Robinson  
Executive Director



**CONTRACT FOR TRANSPORTATION SERVICES WITH  
FAULKNER COUNTY COUNCIL ON DEVELOPMENTAL DISABILITIES**

For the fee of \$30,000 Faulkner County Council on Development Disabilities shall provide transportation services to persons who are 18 years of age or older with developmental disabilities. Length of contract shall be January 1<sup>st</sup>, 2010 through December 31<sup>st</sup>, 2010.

Transportation services shall include but not limited to:

- Employment transportation
- Transportation needs as permitted by program

All services shall be provided on request and as vehicle scheduling permits

Faulkner County Council on Developmental Disabilities shall maintain accurate records of all transportation services. Any further documentation necessary or required by City, State, or Federal requirements will be maintained and available upon request for review or audit by City officials.

Faulkner County Council on Developmental Disabilities will provide services to all mentioned above classes without regard to race, color, religion, sex, national origin, disability, veteran status, or marital status.

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Mayor Tab Townsell  
City of Conway

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Rennia Johnston, Executive Director  
FCC/DD

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Michael O. Garrett  
City Clerk/Treasurer  
City of Conway

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Kathy Hall  
Board President  
FCC/DD

**FCC/DD**  
**Faulkner County Council on Developmental Disabilities**  
**1301 North Museum Road**  
**P.O. Box 2407**  
**Conway, AR 72033**  
**Phone: (501) 327-3037**  
**Fax: (501) 327-8778**

**Executive Director**

**Rennia Johnston**

**Board of Directors**

**Kathy Hall, President**  
**Calvin Price, Vice President**  
**Jackie Fliss, Sec/Trea.**  
**Tom Erbach**  
**Dixie Bryson**  
**Roger Williams**

January 4, 2009

Honorable Mayor Tab Townsell  
City of Conway  
Conway, Arkansas 72034

RE: Transportation Funding

Dear Mayor Townsell:

As Director of the Faulkner County Council on Developmental Disabilities, I am writing you to request your assistance. As you are aware, we are a non-profit agency, which consist of service providers from Conway Public Schools, Faulkner County Day School, Independent Living Services, and the Conway Human Development Center and business representatives. Our purpose is to coordinate services for citizens of our city who have disabilities by providing an array of services that meet their specific needs including supported employment and transportation.

Last year the City of Conway appropriated \$30,000 in funds to assist in providing transportation services to the developmentally disabled, disadvantaged, physically disabled and elderly citizens of Conway. Without the support of the City we would not be able to provide this much needed service. Our transportation services include: employment, medical, educational, recreational and personal business. Simply providing transportation for employment alone, we are enabling people (who would otherwise be unable to work) to become tax-paying members of our community who spend the money they earn with our local businesses.

2009 JAN 11 P 1:37  
CITY OF CONWAY

We are very much interested in continuing to provide contract services to the disabled citizens of Conway. We are again requesting financial support in the amount of \$30,000. Your assistance will be greatly appreciated as well as enable the continuation of these transportation services.

If further information is needed, please contact me at (501) 327-3037. On behalf of our Board of Directors, I would like to thank you and the City Council for your financial assistance and cooperation in the previous years.

Sincerely,

A handwritten signature in black ink that reads "Rennia Johnston". The signature is written in a cursive style with a large, prominent initial "R".

Rennia Johnston  
Executive Director, FCC/DD

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

Relative to: Horticulture Program Funding

This agreement is entered into this first day of January 2010, by and between the Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas Cooperative Extension Service (hereinafter referred to as UACES) and City of Conway (hereinafter referred to as City).

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

UACES agrees to:

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

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

City of Conway Government agrees to:

Pay an assessment of \$ 25,000.00 for educational programming.

Payment in four equal installments, as invoiced, due on or before the last working day of March, June, September and December.

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

This agreement shall remain in effect through December 31, 2010.

Page Two

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

Signatures

**City of Conway**

\_\_\_\_\_  
**Tab Townsell**  
**City of Conway Mayor**

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Dr. Tony Windham**  
**Interim-Associate Vice President-**  
**Extension**

\_\_\_\_\_  
**Date**

Reviewed by:

\_\_\_\_\_  
**Sharon Reynolds**  
**Ozark District Director**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Henry M. Chaney**  
**Faulkner County Staff Chair**

\_\_\_\_\_  
**Date**



**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 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 9<sup>th</sup> 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.***



**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 15<sup>th</sup> 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: \_\_\_\_\_

## 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 28<sup>th</sup>, 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 28<sup>th</sup> 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 1<sup>st</sup>, 2010 until February 28<sup>th</sup>, 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 9<sup>th</sup> 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 FUNDING FOR EXPENSES RELATED TO DISTRICT COURT  
AUTOMATION; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES:**

**WHEREAS**, the District Court has collected an additional fee from all individuals paying fines on time payment plans of \$2.50 per person since August 2001 to fund the cost of court automation; and

**WHEREAS**, the District Court has a need for certain equipment which may be funded through court automation revenue;

**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 \$8,877 for District Court expenses related to the court automation which has been collected as installment fees and will cover equipment and related costs as a revenue transfer from Special Revenue – Court Automation (undesignated contingency) to the General Fund – District Court.

**SECTION 2.** All ordinances in conflict herewith are repealed to the extent of that 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 9<sup>th</sup> 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 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 9<sup>th</sup> day of February, 2010.

**APPROVED:**

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

**ATTEST:**

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



## 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 20<sup>th</sup>, 2010  
City Hall - Downstairs Conference Room @ 10:00am  
[www.cityofconway.org](http://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](mailto: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

<b>SUBTOTAL</b>	<b>\$37,658.39</b>
<b>Freight</b>	<b>\$180.00</b>
<b>Per Unit</b>	<b>\$3,439.85</b>
<b>TOTAL</b>	<b>\$37,838.39</b>

  
 1/18/2010



City of Conway  
2010-09 Digital Video Recording System  
Bid Opening Date: Wednesday, January 20<sup>th</sup>, 2010  
City Hall - Downstairs Conference Room @ 10:00am  
[www.cityofconway.org](http://www.cityofconway.org)

**Total Cost of In-Car Digital Video Recording System**

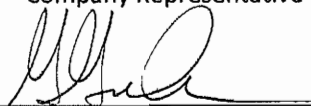
\$ 44,990.00

**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      714-924-9666  
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 20<sup>th</sup>, 2010  
City Hall - Downstairs Conference Room @ 10:00am  
[www.cityofconway.org](http://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

Address

[rdietsch@datatoys.com](mailto: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-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

<b>SUBTOTAL</b>	<b>\$50,297.28</b>
<b>Freight</b>	<b>\$210.00</b>
<b>Per Unit</b>	<b>\$4,591.57</b>
<b>TOTAL</b>	<b>\$50,507.28</b>

 1/18/2010





City of Conway  
2010-09 Digital Video Recording System  
Bid Opening Date: Wednesday, January 20<sup>th</sup>, 2010  
City Hall - Downstairs Conference Room @ 10:00am  
[www.cityofconway.org](http://www.cityofconway.org)

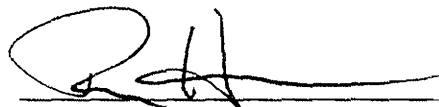
**Total Cost of In-Car Digital Video Recording System**  
Option A) \$4,945.00 ea. DVM-750  
Option B) \$4,145.00 ea. DVM-500 Plus

**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, 18<sup>th</sup> 2010

Date

City of Conway

2010-09 Digital Video Recording System

Bid Opening Date: Wednesday, January 20<sup>th</sup>, 2010

City Hall - Downstairs Conference Room @ 10:00am

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



Tomorrow's Solutions... Today

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

http://www.tcsware.com

Pearl, MS. 39208  
Fax: 601.939.0265  
Pearl, MS. 39288

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

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 20<sup>th</sup>, 2010**  
**City Hall - Downstairs Conference Room @ 10:00am**  
**[www.cityofconway.org](http://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.

mike.ries@L-3com.com

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email Address

Boonton

NJ

07005

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

800-336-8475

973-257-3024

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

1-15-10

\_\_\_\_\_  
Date



**L3 communications**  
Mobile-Vision, Inc.

# Quotation

Conway Police Department  
1201 Oak Street  
Conway, AR 72032

Date: 1/13/2010

Quotation Number: 0075113

Prices Valid Until: 3/14/2010

Attention: Ralph Creeton

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 Customer to arrange for own installation.	\$ 0.00	\$ 0.00

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
<b>TOTAL:</b>	<b>\$</b>	<b>63,645.60</b>



City of Conway  
2010-09 Digital Video Recording System  
Bid Opening Date: Wednesday, January 20<sup>th</sup>, 2010  
City Hall - Downstairs Conference Room @ 10:00am  
[www.cityofconway.org](http://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.



# 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#: CN268IR-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	LEDCCO 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	302.71	3,329.81
2	1938575	Electronic distribution - NO MEDIA PANASONIC INSTALL KIT + ACC/DAY Mfg#: CF-SVCARB2INST2 Contract: MARKET	2,455.16	4,910.32
1	1916205	Electronic distribution - NO MEDIA PANASONIC ARBITRATOR 360 REMOTE INST Mfg#: CF-SVCARB2REMT Contract: MARKET	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](http://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 20<sup>th</sup>, 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<sup>®</sup> 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<sup>®</sup> 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](http://www.cityofconway.org)

COPY

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

**Bid Number 2010-09**

**Bid Opening Date: Wednesday, January 20<sup>th</sup>, 2010**



City of Conway  
2010-09 Digital Video Recording System  
Bid Opening Date: Wednesday, January 20<sup>th</sup>, 2010  
City Hall - Downstairs Conference Room @ 10:00am  
[www.cityofconway.org](http://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 9<sup>th</sup> day of February, 2010.

**APPROVED:**

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**Mayor Tab Townsell**

**ATTEST:**

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

## 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**

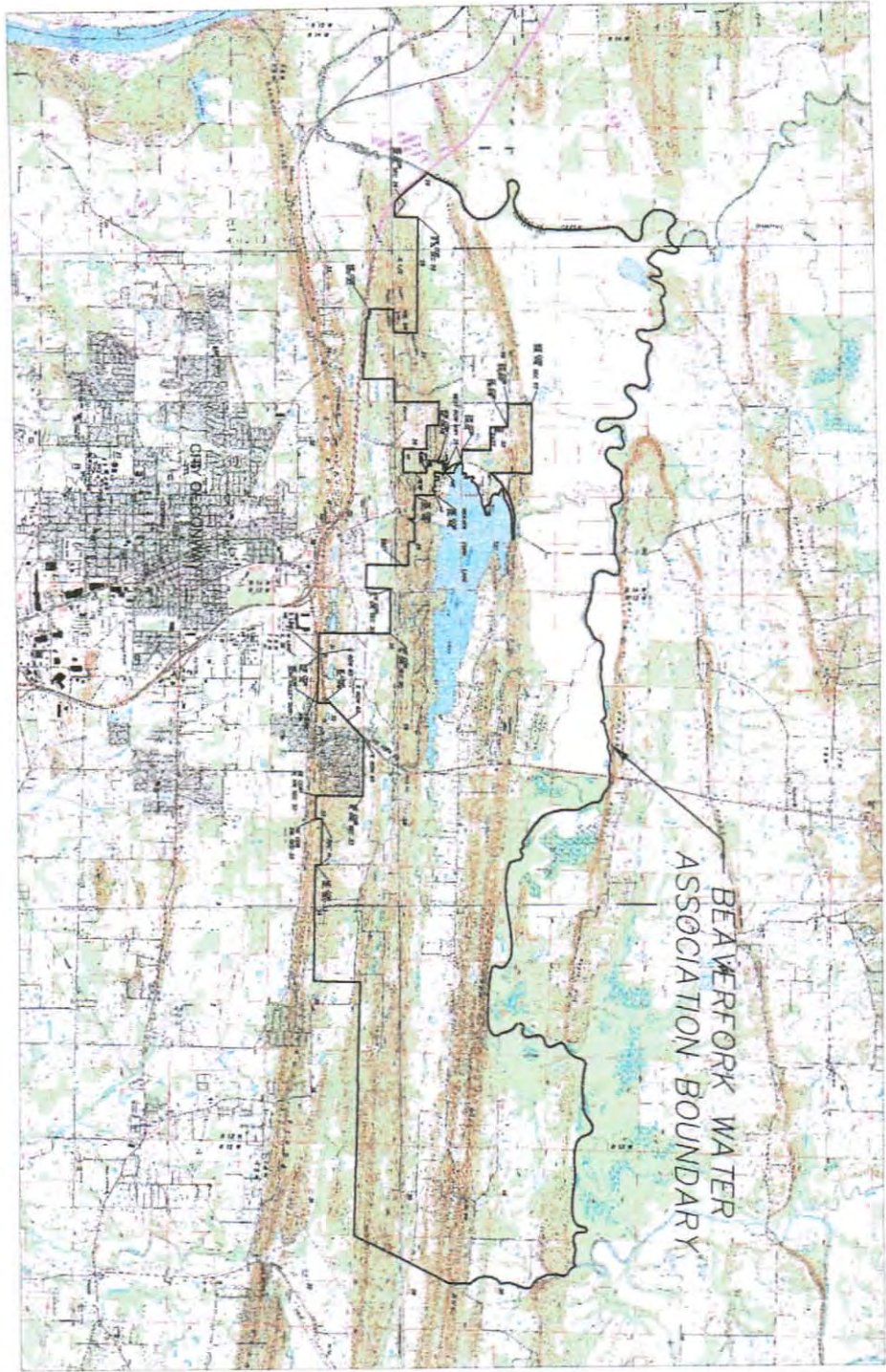
**Beginning at a point where the North right-of-way line of Interstate 40 intersects the Westerly line of Faulkner County; Thence Northerly approximately 4.2 miles more or less along the said county line, said line being the centerline of Cadron Creek, to its intersection with the center line of the 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**

REV.	DATE	DESCRIPTION	BY
Project No.:	YR-##	Date:	OCT., 2008
Drawn By:	***	Scale:	1" = 3,000'
Approved By:	***	Sheet No.:	C* of *

Prepared for:  
**BEAVER FORK WATER ASSOCIATION**  
 CONWAY, ARKANSAS 72032





**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 1<sup>st</sup>**.
- 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