

City Council Members

Mayor Tab Townsell  
City Attorney Michael Murphy  
City Clerk/Treasurer Michael O. Garrett



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

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**City of Conway - City Council Meeting**  
**Monday, September 27<sup>th</sup>, 2010@ 6:30pm**  
**Russell L. "Jack" Roberts District Court Building – 810 Parkway St., Conway, AR 72032**  
**5:30pm - City Council Committee Meeting:**  
***Discussion of Pawnshop Ordinance***

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Call to Order

Roll Call

Minutes: **September 14<sup>th</sup> & September 20<sup>th</sup>, 2010**

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

**1. Report of Standing Committees:**

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

1. Consideration of the nomination of Sydne Manley to the Conway Housing Authority Board.
2. Consideration to accept bids for demolition/ site cleanup of five lots located in the Pine Street Neighborhood.
3. Ordinance accepting grant proceeds and appropriating funds for Conway EcoFest 2010.
4. Ordinance accepting grant proceeds and appropriating funds for the New Conway Municipal Airport.
5. Ordinance to rezone property located at 3480 Irby Drive from A-1 to R-1.
6. Consideration to enter into an agreement with Garver Engineers for engineering services for the Western Loop Project.

**B. Public Safety Committee (Police, CEOC, IT, Fire, District Court, City Attorney & Animal Welfare)**

1. Ordinance appropriating grant funds to the Conway Police Department.
2. Ordinance appropriating asset forfeiture funds to the Conway Police Department.
3. Ordinance establishing and adopting by reference certain requirements and procedures for public safety radio communication coverage within the City of Conway.
4. Ordinance amending Title 4 (Pawnshops) of the Conway Municipal Code for the City of Conway

**C. Finance**

1. Consideration to remove certain inventory from the fixed assets listing for the Finance Department.

**D. New Business**

**Adjournment**



City of Conway, Arkansas

Ordinance No. O-10-\_\_\_\_\_

**AN ORDINANCE AMENDING TITLE 4 (PAWNSHOPS) OF THE CONWAY MUNICIPAL CODE; REPEALING ANY ORDINANCES IN CONFLICT; AND FOR OTHER PURPOSES**

**WHEREAS**, the 87th General Assembly of the State of Arkansas, in its Act 390 of 2009, passed legislation concerning matters currently addressed by city ordinances; and

**WHEREAS**, the Mayor and City Council desire to amend Title 4 of the Conway Municipal Code in accordance with the power granted it by ARK. CODE ANN. § 14-54-101 et seq., ARK. CODE ANN § 17-44-102, and to reflect recent legislative changes.

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

**SECTION 1.** Chapter 4.76 Pawnshops shall be deleted in its entirety and replaced with the following:

**CHAPTER 4.76 USED OR SECONDHAND GOODS**

**Sections**

- 4.76.01 Pawnbrokers and dealers in secondhand goods - Definitions
- 4.76.02 Penalty
- 4.76.03 Records and reports – Secondhand goods
- 4.76.04 Duty to retain goods – Secondhand goods
- 4.76.05 Notification to police of altered serial numbers
- 4.76.06 Precious Metals
- 4.76.07 Exemptions
- 4.76.08 Records and reports – Precious metals
- 4.76.09 Duty to retain goods – Precious metals
- 4.76.10 Notification to police of altered goods
- 4.76.11 Scrap Metal Dealers - Records

**4.76.01 Pawnbrokers and dealers in secondhand goods – Definitions:**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Dealer in secondhand goods* means any person who:

- A. Buys, sells or otherwise deals principally in used or secondhand goods; or
- B. Buys for resale any used or secondhand goods, whether or not as a principal vocation or business, and without regard to whether or not such person maintains a place of business for such purpose.

*Dealer in secondhand goods* does not include:

- A. a licensed retailer of new goods who shall, in the ordinary course of business, receive used or secondhand goods only as a "trade-in" or as part consideration for purchases of new goods;
- B. a person who sells or exchanges coins, tokens, metals, or goods of any other nature, if such activity is conducted as part of an approved exhibit at an approved convention held in a facility subject to the regulation of the advertising and promotion commission;

- C. a person who sells goods from a residence, as part of an estate sale, yard sale, garage sale, tag sale, or internet auction; or
- D. a person who markets goods from an established business that operates:
  - 1. on consignment;
  - 2. as part of an auction; or
  - 3. from a flea market or booth at same.

*Flea market* shall mean and include any group of five (5) or more unrelated persons selling tangible used or secondhand personal property or collectors' items to the public.

*Goods* mean any tangible chattel or personalty capable of physical delivery, except furniture and motor vehicles. "Furniture" does not include radios, television sets, appliances or other items with mechanical, electrical or electronic works.

*Pawnbroker* means a person engaged in the business of lending money upon the security of goods deposited with it or left in pawn, with or without a fixed period of redemption, whether or not a fixed place of business is maintained for such purposes.

**4.76.02 Penalty.** The failure on the part of any owner or operator of a pawnshop, pawnbroker or dealer in secondhand goods, precious or scrap metals, his or her agent or any other person or entity subject to the provisions of this ordinance to comply with the provisions of this ordinance shall be deemed a violation. Upon conviction, the offender shall be punished by a fine of not more than one hundred dollars (\$100.00) for each separate offense. Each day an owner or operator of a pawnshop, pawnbroker or dealer in secondhand goods, precious or scrap metals, his or her agent or any other person or entity subject to the provisions of this ordinance fails to comply with a provision of this ordinance shall constitute a separate offense and shall be punished accordingly.

**4.76.03 Records and reports – Secondhand goods**

- A. Each and every owner or operator of a pawnshop, pawnbroker and dealer in secondhand goods doing business in the city shall:
  - 1. Keep a well-bound record book or register which shall contain a copy of every pawn ticket or contract or bill of sale issued by the pawnbroker or dealer in secondhand goods. The chief of police or his duly authorized agents shall be entitled to inspect the book or register at any reasonable time.
  - 2. Take a color photograph or digital image of any and all jewelry or precious metals that may be pawned or sold. Jewelry shall mean items of personal adornment and shall include, but not be limited to, any bracelet, brooch, charm, cuff link, earring, necklace, ring, tie bar or watch. Precious metals shall include items made from gold, silver or platinum. The photograph or digital image must:
    - a. be maintained in such a manner that the image can be readily matched, correlated, and cross-referenced with all other records of the transaction to which they relate;
    - b. be available to the chief of police, or the chief's designee, upon request; and
    - c. be kept or otherwise maintained for sixty (60) days after the date of the transaction, or the date the goods were received, whichever is later.
  - 3. Maintain an electronic inventory-tracking system which is capable of delivery and transmission of all statutorily-required information via computer to the entity designated by the Conway Police Department. Information required by such system shall include, but not be limited to, the following:
    - a. *Amount loaned.* The amount loaned against the article by the pawnbroker or paid for the article by a pawnbroker or dealer in secondhand goods.
    - b. *Ticket number.* The pawn ticket number or redemption number issued to the pawnor and assigned to and tagged onto the goods. All items must be identified with consecutively numbered tags generated by the inventory-tracking system.
    - c. *Article.* A description of the class of goods within which the pawned or purchased item belongs. Examples are: projector, camera, shoes, revolver, typewriter, watch, ring, television, etc. It shall not be necessary to give a detailed description of such item or goods.
    - d. *Description of article.* A concise description of the goods shall be given. In the case of all goods the size, color and descriptive characteristics most pertinent shall be entered.

Serial numbers of all appliances or mechanical, electrical, electronic or other manufactured goods shall be entered if such is available on said goods. Model or chassis numbers shall not be entered in lieu of a serial number unless there is no serial number. In the case of watches, the outside case number shall be sufficient if the watch is waterproof, but otherwise both the case number and movement number shall be given, if both are present.

- e. *Marks.* Any identifying marks, initials, monograms or personalized features shall be entered to further describe the goods.
- f. *Name of party pledging or selling.* The name of the person presenting the goods for pawn or for sale. The name entered shall be substantiated and verified by examination of the government-issued photo ID of the pawnor or seller.
- g. *Method of identification.* The number appearing on the government-issued photo ID of the person pawning or selling goods, used for identification under paragraph (vi) of this subsection.
- h. *Address.* The address of the person pawning or selling goods.
- i. *Description of person.* A description of the person pawning or selling goods indicating sex, race, date of birth, height and weight.

- B. The city of Conway, through the Conway Police Department, shall provide free, commercial grade software, together with periodic updates of such software, to affected pawnshops, pawnbrokers, and dealers in secondhand goods in order to facilitate compliance with this ordinance.

#### **4.76.04 Duty to retain goods – Secondhand goods**

No bond, security or goods of any kind whatsoever received on deposit, purchased or pledged to or by any dealer in secondhand goods shall be sold or permitted to be redeemed or removed from the place of business of such dealer in secondhand goods for a period of seven (7) days from the time of receiving same; pawnbrokers shall be governed by state law with regard to any such specific duties or requirements.

#### **4.76.05 Notification to police of altered serial numbers**

In the event any goods are pawned, pledged or sold, or tendered for pawn or sale to any pawnbroker or dealer in secondhand goods, which normally carry or have a serial number or numbers or means of identification which shall have been removed, mutilated, defaced or destroyed, such fact shall be immediately reported by the pawnbroker or dealer in secondhand goods to the chief of police or his duly authorized agent.

#### **4.76.06 Precious metals - Definitions**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Precious metal dealer* means a person engaged in the business of buying precious metals, whether for cash or trade, and whether or not a fixed place of business is maintained for such purposes.

*Precious metals* means any form of gold, silver or platinum.

#### **4.76.07 Exemptions**

This division does not apply to:

- A. Financial institutions chartered under state or federal banking laws.
- B. Security firms duly licensed under federal or state law.
- C. Transactions between such institutions or firms and their customers.
- D. Transactions involving loose teeth.
- E. Purchase of coins except that when coins are purchased, the precious metal dealer must verify the seller's identification by taking down his name, address, government-issued photo ID and retain a complete description of the coins.

#### **4.76.08 Records and reports – Precious metals**

- A. Every person engaged in the business of buying precious metals, whether for cash or trade, shall:
1. Keep a well-bound record book or register which shall contain a copy of every bill of sale issued by the dealer. The chief of police or his duly authorized agent shall be entitled to inspect the book or register at any reasonable time.
  2. Take a color photograph or digital image of the goods received. The photograph or digital image must:
    - a. Be maintained in such a manner that the image can be readily matched, correlated, and cross-referenced with all other records of the transaction to which they relate;
    - b. Be available to the chief of police, or the chief's designee, upon request; and
    - c. Be kept or otherwise maintained for sixty (60) days after the date of the transaction, or the date the goods were received, whichever is later.
  3. Maintain an electronic inventory-tracking system which is capable of delivery and transmission of the following information via computer to the entity designated by the Conway Police Department. Information required by such system shall include, but not be limited to, the following:
    - a. *Amount paid.* In this column shall be entered the amount paid for the article or articles by a dealer in precious metals.
    - b. *Ticket number.* The tag or ticket number issued and assigned to and tagged onto the goods. All items purchased must be identified with consecutively numbered tags generated by the inventory-tracking system.
    - c. *Article.* A description of the class of goods within which the purchased items belong. Examples are coins, rings, silverware, etc.
    - d. *Description of article.* A concise description of the goods shall be given. In the case of all goods the size, color and descriptive characteristics most pertinent shall be entered. Serial numbers shall be entered if such is available on said goods. In the case of watches, the outside case number shall be sufficient if the watch is waterproof, but otherwise both the case number and movement number shall be given, if both are present.
    - e. *Marks.* Any identifying marks, initials, monograms, brand name or personalized features shall be entered to further describe the goods.
    - f. *Name of party selling.* The name of the person presenting the goods for sale. The name entered shall be substantiated and verified by examination of the government-issued photo ID of the seller
    - g. *Method of identification.* The number appearing on the government-issued photo ID of the person selling the articles.
    - h. *Address.* The address of the person selling goods.
    - i. *Description of person.* A description of the person selling goods, indicating sex, race, date of birth, height and weight.
- B. The city of Conway, through the Conway Police Department, shall provide free, commercial grade software, together with periodic updates of such software, to every person engaged in the business of buying precious metals, whether for cash or trade, in order to facilitate compliance with this ordinance.

#### **4.76.09 Duty to retain goods – Precious metals**

No precious metals of any kind whatsoever received by the dealer shall be sold or permitted to be removed from the place of business of the dealer for a period of seven (7) days from the time of receiving same. All such goods shall be retained in the original condition in which they were received during such period.

#### **4.76.10 Notification to police of altered goods.**

In the event any articles sold to any precious metal dealer have had the serial number or other means of identification removed, mutilated, defaced or destroyed or melted down, such fact shall be immediately reported by the dealer to the chief of police or his duly authorized agent.

#### **4.76.11 Scrap metal dealers - Records**

- A. Each and every dealer or purchaser of junk and scrap metals and materials doing business in the City of Conway shall maintain an electronic inventory-tracking system which is capable of delivery and transmission of all statutorily-required information via computer to the entity designated by the Conway Police Department.

B. The city of Conway, through the Conway Police Department, shall provide free, commercial grade software, together with periodic updates of such software, to affected dealers or purchasers of junk and scrap metals and materials in order to facilitate compliance with this ordinance and state law.

**SECTION 2.** That all ordinances in conflict herewith are repealed to the extent of the conflict.

**SECTION 3.** That this ordinance shall be in full force and effect on \_\_\_\_\_.

**PASSED** this 27<sup>th</sup> day of September, 2010.

**Approved:**

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

**Attest:**

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



## Housing Authority of the City of Conway

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MARYANNBOYD  
Executive Director

September 21, 2010

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

Dear Mayor & City Council Members:

The Conway Housing Authority was deeply saddened by the loss of our Chairperson, Ms. Arletha Manley. Ms. Manley served on the Board for over 20 years and was a pillar of our community. At the September 20<sup>th</sup> meeting the Board voted to recommend Ms. Sydne Manley to serve out her mother's term which started on January 15<sup>th</sup>, 2010 and is a five year term. Ms. Sydne Manley, resides in Conway, an accountant and is currently working on her doctoral program. She will be an excellent addition to the Board.

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

Sincerely,

A handwritten signature in cursive script that reads "Mary A. Boyd".

Mary A. Boyd  
Executive Director

MB:nh



CITY OF CONWAY

*Community Development*

## Memo:

**To:** Mayor Tab Townsell  
**CC:** City Council Members  
**From:** Lauralee Wilcox McCool  
**Date:** September 21, 2010  
**Re:** Bids Tabulation/Housing Demolition

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On August 30, 2010 bids were published for demolition of four houses and site cleanup of five lots in the Pine Street Neighborhood in the Log Cabin Democrat and sent to the following vendors:

- Aces Inc., Malvern
- Environmental Protection Associates, Little Rock
- Ward's Asbestos Removal, Inc., Mablevale
- ARC Abatement, Shreveport, LA
- B & B Sewing, Greenbrier
- Poor Boy's Handyman Service, Damascus
- Carlton Hays, North Little Rock
- J.D. Thompson, Wooster
- Phillip Thomas, Morrilton
- Shayne Hobbs, Conway
- Robinson, Inc., Dardenelle
- Lipsmeyer Demolition, Bigelow
- Allen Paladino, Conway
- William Fitzgerald, Greenbrier
- Kevin Butler, Conway

On September 14 2010 at 10 a.m., bids were opened at City Hall. Only two bids were submitted. They are tabulated as follows:

|                                     |          |
|-------------------------------------|----------|
| Paladino Construction, Inc.         | \$27,500 |
| Environmental Protection Associates | \$52,573 |

I recommend the approval of the submitted bid by Paladino Construction, Inc.

Please advise if you have any questions.



**BUILDING REMOVAL & SITE CLEANUP**  
1419 Factory, 702 Spruce, 722 Spruce, 724 Spruce,  
1412 Hamilton  
**Bid Number: 2010-38**  
**Bid Opening Date: Tuesday, September 14<sup>th</sup>, 2010**

**Unsigned bids will be rejected:**

Authorized Agent Bidding on this project:

Paladino Construction, Inc  
Company Name

Mark Paladino  
Company Representative Name

Mark Paladino  
Representative's Signature

10 Blake Lane                      paladino@conwaycorp.net  
Address                                      Email Address

Conway                      AR                      72032  
City                                      State                                      Zip

501-505-0472                      501-513-4078  
Telephone Number                      Fax Number

9/14/10  
Date

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

BID SCHEDULE

1419 Factory, 702 Spruce, 722 Spruce, 724 Spruce, and 1412 Hamilton

| ITEM No. | DESCRIPTION                                  | AMOUNT TO BE PAID TO BIDDER |
|----------|--|-----------------------------|
|          | Phase 1 - BUILDING REMOVAL BID               |                             |
| 1.       | REMOVAL OF BUILDINGS AT 1419 FACTORY STREET  | \$ 6,000.00                 |
| 2.       | REMOVAL OF BUILDINGS AT 702 SPRUCE STREET    | 6,000.00                    |
| 3.       | REMOVAL OF BUILDINGS AT 724 SPRUCE STREET    | 6,000.00                    |
| 4.       | REMOVAL OF BUILDINGS AT 1412 HAMILTON STREET | 6,000.00                    |
|          | TOTAL AMOUNT BID BUILDING REMOVAL            | \$ 24,000.00                |
|          | Phase 2 - SITE CLEAN-UP BID                  |                             |
| 1.       | SITE CLEAN-UP AT 1419 FACTORY ST             | \$ 700.00                   |
| 2.       | SITE CLEAN-UP AT 702 SPRUCE STREET           | 700.00                      |
| 3.       | SITE CLEAN-UP AT 722 SPRUCE STREET           | 700.00                      |
| 4.       | SITE CLEAN-UP AT 724 SPRUCE STREET           | 700.00                      |
| 5.       | SITE CLEAN-UP AT 1412 HAMILTON ST            | 700.00                      |
|          | TOTAL AMOUNT BID SITE CLEAN-UP               | \$ 3,500.00                 |

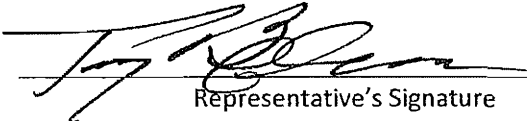
**BUILDING REMOVAL & SITE CLEANUP**  
1419 Factory, 702 Spruce, 722 Spruce, 724 Spruce,  
1412 Hamilton  
**Bid Number: 2010-38**  
**Bid Opening Date: Tuesday, September 14<sup>th</sup>, 2010**

*Unsigned bids will be rejected:*

Authorized Agent Bidding on this project:

**Environmental Protection Associates**  
Company Name

**Terry Blaylock**  
Company Representative Name

  
Representative's Signature

9 Remington Cove TBlaylock@epaonline.biz  
Address Email Address

Little Rock, AR 72204  
City State Zip

501 562-3818 501 562-5701  
Telephone Number Fax Number

September 13, 2010  
Date

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

**BID SCHEDULE**

**1419 Factory, 702 Spruce, 722 Spruce, 724 Spruce, and 1412 Hamilton**

| <b>ITEM No.</b> | <b>DESCRIPTION</b>                                      | <b>AMOUNT TO BE PAID TO BIDDER</b> |
|-----------------|---|------------------------------------|
|                 | Phase 1 - BUILDING REMOVAL BID                          |                                    |
| 1.              | <b>REMOVAL OF BUILDINGS AT<br/>1419 FACTORY STREET</b>  | <b>\$11,606.00</b>                 |
| 2.              | <b>REMOVAL OF BUILDINGS AT<br/>702 SPRUCE STREET</b>    | <b>\$11,606.00</b>                 |
| 3.              | <b>REMOVAL OF BUILDINGS AT<br/>724 SPRUCE STREET</b>    | <b>\$4,959.00</b>                  |
| 4.              | <b>REMOVAL OF BUILDINGS AT<br/>1412 HAMILTON STREET</b> | <b>\$8,697.00</b>                  |
|                 | TOTAL AMOUNT BID BUILDING REMOVAL                       | <b>\$36,868.00</b>                 |
|                 |   |                                    |
|                 | Phase 2 - SITE CLEAN-UP BID                             |                                    |
| 1.              | <b>SITE CLEAN-UP AT 1419 FACTORY ST</b>                 | <b>\$3,000.00</b>                  |
| 2.              | <b>SITE CLEAN-UP AT 702 SPRUCE STREET</b>               | <b>\$3,000.00</b>                  |
| 3.              | <b>SITE CLEAN-UP AT 722 SPRUCE STREET</b>               | <b>\$2,555.00</b>                  |
| 4.              | <b>SITE CLEAN-UP AT 724 SPRUCE STREET</b>               | <b>\$4,120.00</b>                  |
| 5.              | <b>SITE CLEAN-UP AT 1412 HAMILTON ST</b>                | <b>\$3,000.00</b>                  |
|                 | TOTAL AMOUNT BID SITE CLEAN-UP                          | <b>\$15,675.00</b>                 |
|                 |   |                                    |



**City of Conway, Arkansas  
Ordinance No. O-10-\_\_\_**

**AN ORDINANCE ACCEPTING GRANT PROCEEDS AND APPROPRIATING FUNDS FOR  
CONWAY ECOFEST 2010, AND FOR OTHER PURPOSES:**

**WHEREAS**, the International Paper Foundation has made a donation of \$1,000 for the 2010 Conway EcoFest for which the City of Conway has been selected to serve as the pass through entity;

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

**SECTION 1.** The City of Conway shall accept donations from the International Paper Foundation in the amount of \$1,000 for Conway's EcoFest.

**SECTION 2.** The City of Conway shall appropriate \$1,000 from General Fund Revenue Donation Account (01.909) into the Conway EcoFest Expenditure account (01.106.899).

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

**PASSED** this 27<sup>th</sup> day of September, 2010.

**Approved:**

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

**Attest:**

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



**City of Conway, Arkansas  
Ordinance No. O-10-\_\_\_**

**AN ORDINANCE ACCEPTING GRANT PROCEEDS AND APPROPRIATING FUNDS FOR THE NEW CONWAY MUNICIPAL AIRPORT, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES:**

**WHEREAS**, the Federal Aviation Administration ("FAA") has awarded grant funds for the New Conway Municipal airport project to the City of Conway in the total amount up to \$2,364,831.00;

**WHEREAS**, the FAA funding will reimburse 95% of the related costs and the City will require 5% percent local share of the project cost up to \$124,465; from which they will seek reimbursement from the Arkansas Department of Aeronautics.

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

**SECTION 1.** The City of Conway shall accept anticipated grant proceeds from the FAA in the amount of \$2,364,831.00 for cost associated with the New Conway Airport State 1A Grading and Drainage construction and Stage 1B Grading and Drainage Design.

**Section 2.** The City of Conway agrees to provide the required five (5%) percent local share of the project cost or up to \$124,465 and further authorizes the Mayor to seek reimbursement of the local five (5%) share or up to \$124,465 from the State of Arkansas Department of Aeronautics.

**Section 3.** The City of Conway shall appropriate \$2,240,366 from the Federal Grant Revenue account (09.943) into the Airport Construction in Progress account (09.122.767). The City of Conway shall also appropriate the five (5%) percent local share of the project cost from the General Fund Balance Revenue Appropriation account (01.990) into the Airport Construction in Progress account (09.122.767).

**SECTION 4.** All ordinances in conflict herewith are repealed to the extent of the conflict.

**SECTION 5.** 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 20<sup>th</sup> day of September, 2010.**

**Approved:**

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

**Attest:**

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



**City of Conway, Arkansas**  
**Ordinance No. O-10- \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 3480 IRBY DRIVE FROM A-1 TO R-1:**

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

**SECTION 1:** The Zoning District Boundary Map of the Conway Land Development Code be amended by changing all the **A-1** symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

Part of the SW $\frac{1}{4}$  SW $\frac{1}{4}$ , Section 34, T6N, R14W, Faulkner County, Arkansas, described as beginning at the southeast corner of said SW $\frac{1}{4}$  SW $\frac{1}{4}$ ; thence run West, 165.0 feet; thence North 2 degrees 55 minutes 40 seconds West, 660.0 feet; thence East, 165.0 feet; thence South 2 degrees 55 minutes 40 seconds East, 660.0 feet to the point of beginning, containing 2.50 acres, more or less.

to those of **R-1**, and a corresponding use district is hereby established in the area above described and said property is hereby rezoned.

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

**PASSED** this 27<sup>th</sup> day of September, 2010.

**Approved:**

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

**Attest:**

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



# CONWAY PLANNING COMMISSION

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

September 21, 2010

Council Members  
Conway, AR 72032

Dear Council Members:

A request for a rezoning from A-1 to R-1 for property that is located at 3480 Irby Drive with the legal description

Part of the SW $\frac{1}{4}$  SW $\frac{1}{4}$ , Section 34, T6N, R14W, Faulkner County, Arkansas, described as beginning at the southeast corner of said SW $\frac{1}{4}$  SW $\frac{1}{4}$ ; thence run West, 165.0 feet; thence North 2 degrees 55 minutes 40 seconds West, 660.0 feet; thence East, 165.0 feet; thence South 2 degrees 55 minutes 40 seconds East, 660.0 feet to the point of beginning, containing 2.50 acres, more or less.

was reviewed by the Planning Commission at their regular meeting on September 20, 2010. The Planning Commission voted 8 – 0 to forward this request to the City Council with a recommendation for approval.

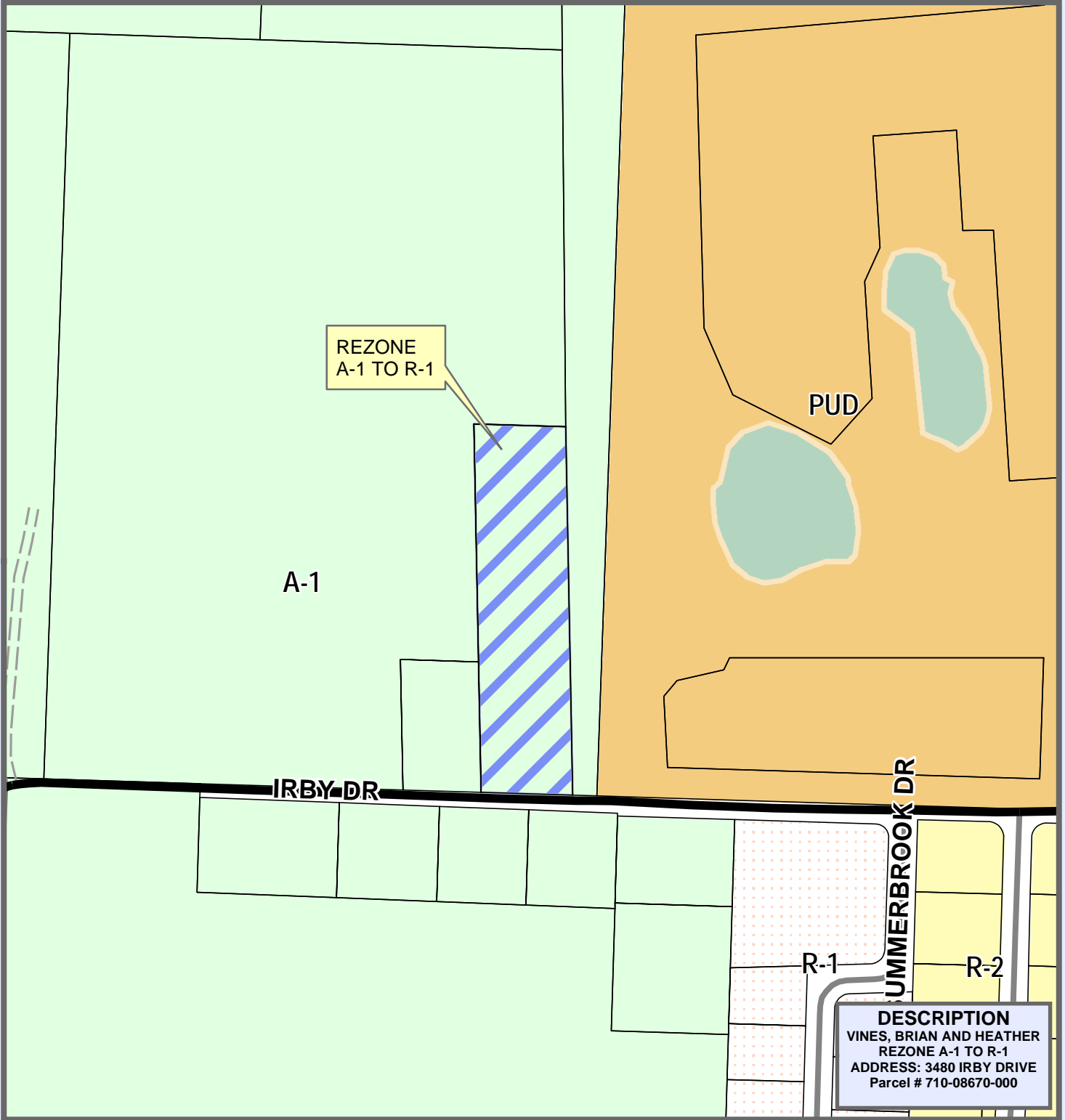
Sincerely,

Sandra Mabry, Chair  
Planning Commission

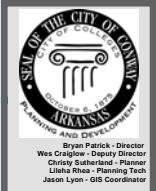
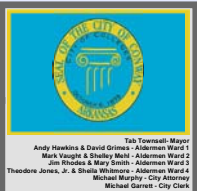


# CITY OF CONWAY

## BRIAN VINES REZONE A-1 TO R-1



**DESCRIPTION**  
**VINES, BRIAN AND HEATHER**  
**REZONE A-1 TO R-1**  
**ADDRESS: 3480 IRBY DRIVE**  
**Parcel # 710-08670-000**



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

| Residential |      | Industrial |      |
|-------------|------|------------|------|
| R-1         | MF-1 | I-1        | RU-1 |
| R-2A        | MF-2 | I-2        | RU-2 |
| R-2         | MF-3 | I-3        |      |
| HR          | RMH  |            |      |
| SR          |      |            |      |

| Commercial | Office | Special |
|------------|--------|---------|
| C-1        | O-1    | SP      |
| C-2        | O-2    | S-1     |
| C-3        | O-3    | A-1     |
| C-4        |        | PUD     |



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

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

**MEMORANDUM**

TO: MAYOR TAB TOWNSELL

FROM: RONNIE HALL, P.E.

DATE: September 23, 2010

REFERENCE: Garver Engineering Contract  
Western Arterial Loop  
Phase I – South Interchange & extension to Sturgis

As you know, the “Record of Decision” was signed by the Federal Highway Administration in early August. This document approves the Environmental Impact Statement for the Western Loop and allows us to proceed with utilizing federal funds for the Western Loop project.

I have attached for approval, subject to final approval by the AHTD and FHWA, the engineering contract with Garver to provide the engineering services for this project. This contract covers the engineering services for Phase I of the Western Loop which includes the southern interchange on Interstate 40 in the Gold Creek area and a median divided four lane road extending from the interchange to Sturgis Road. The proposed engineering contract includes the following provisions:

- The contract is an hourly rate contract with a ceiling price of \$2,508,269.74 for Title I (Preconstruction Services) and a ceiling price of \$148,236.66 for Title II (Engineering service during construction).
- The contract provides for payment of the salary cost, overhead cost, direct cost plus a fixed fee of \$221,187.14 for the Title I services. The overhead cost and direct cost are based on current audits conform to AHTD requirements.
- The work is divided into two projects. Project One will be owned and maintained by the AHTD and includes the interchange to the western side of the Union Pacific Railroad. Project Two will be owned and maintained by the City of Conway and extends from the west side of the railroad to Sturgis Road near Round Mountain Road. The scope of work includes the design engineering work (primarily construction plans and right of way plans) for Project One (AHTD). The scope of work for Project Two (City) includes construction plans, right of way plans, right of way appraisal and acquisition services, coordination of utility relocations, bidding phase services and construction phase engineering.
- The project schedule shows a one year to complete final plans subject to prompt review and comments by the AHTD.
- The contract amount does not include construction observation for Project Two (City part). However, as written this construction observation effort may be added at a agreed to amount when that work is needed.
- The engineering cost is summarized as follows:

Summary of Engineering Cost

| <u>Description</u>       | Project One<br><u>(AHTD)</u> | Project Two<br><u>(City of Conway)</u> |
|--------------------------|------------------------------|--|
| Preliminary Design       | \$652,615.66                 | \$636,713.54                           |
| Final Design             | \$411,387.59                 | \$313,986.64                           |
| ROW Acquisition          | (By AHTD)                    | \$262,504.79 (OR Colan)                |
| Project Administration   | \$113,013.68                 | \$118,047.64                           |
| Title II (Constr. Phase) | \$80,850.82                  | \$67,385.84                            |
| Title II (Inspection)    | (By AHTD)                    | To Be Negotiated                       |
| <b>TOTAL</b>             | <b>\$1,257,867.95</b>        | <b>\$1,398,638.45</b>                  |

I have attached a copy of the pertinent portion of the contract. The full 140 page document is available for review in the Mayor's Office.

This document has been reviewed by the AHTD and has been revised to reflect their comments. It is currently under review by AHTD and FHWA with their final approval pending.

Presently, the funding for this project (including this engineering contract) is anticipated to come from the following sources.

|                   |                     |
|-------------------|---------------------|
| State of Arkansas | \$10,000,000        |
| AHTD              | \$11,130,000        |
| Federal Earmark   | \$2,636,000         |
| Metroplan         | \$1,171,000         |
| City of Conway    | <u>\$4,500,000</u>  |
| <b>Total</b>      | <b>\$29,437,000</b> |

The city portion of funds for this project would come from the "Pay as you go" portion of the sales tax.

**AGREEMENT**  
**FOR**  
**ENGINEERING SERVICES**  
(LOCAL VERSION – COST PLUS FEE)

JOB NO. 080174  
FEDERAL AID PROJECT (“FAP”) NO. HDP-9501 (1)  
CONWAY WESTERN ARTERIAL LOOP

**PREAMBLE**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the City of Conway, Arkansas (“Owner”), and Garver, LLC, a corporation existing under the laws of the State of Arkansas, with principal offices at 4701 Northshore Drive, North Little Rock, Arkansas (“Consultant”).

**WITNESSETH:**

**WHEREAS**, the Owner is planning to design and construct two (2) segments of the selected alignment for the Conway Western Arterial Loop from the South Interchange to an intersection with Sturgis Road to the south of Conway, Arkansas; and,

**WHEREAS**, the Owner’s forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and,

**WHEREAS**, the Consultant’s staff is adequate and well qualified, and it has been determined that its current workload will permit completion of the project on schedule.

**NOW THEREFORE**, it is considered to be in the best public interest for the Owner to obtain the assistance of the Consultant’s organization in connection with engineering services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

**1. PRELIMINARY MATTERS**

- 1.1. “Consultant’s Representative” shall be Glynn Fulmer, PE, until written notice is provided to the Owner designating a new representative.
- 1.2. “Contract Ceiling Price.” The Contract Ceiling Price for this Agreement is **\$2,656,506.40**. The Contract Ceiling Price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the Owner under this Agreement exceed the Contract Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost, exceeding the Contract Ceiling Price.
- 1.3. “Contract Price” is aggregate amount of allowable costs and fees to be paid by the Owner under this Agreement.
- 1.4. “Default” means the failure of the Consultant to perform any of the provisions of this Agreement. *Default includes, but is not limited to, failure to complete phases of the work according to schedule or failure to make progress in the work so as to endanger timely*

*performance of this Agreement, failure to pay subconsultants in a timely manner, failure to comply with federal and state laws, and failure to comply with certifications made in or pursuant to this Agreement.*

- 1.5. "Department" or "AHTD" mean the Arkansas State Highway and Transportation Department.
- 1.6. "DOT" means the United States Department of Transportation.
- 1.7. "FAR" means the Federal Acquisition Regulations, codified in 48 C.F.R.
- 1.8. "Fee" whether fixed or otherwise is a dollar amount that includes the Consultant's profit on the job.
- 1.9. "FHWA" means the Federal Highway Administration.
- 1.10. "Indirect Cost Rate." The Indirect Cost Rate is defined in the provisions of 48 C.F.R. Part 31, and is also subject to any limitations contained herein. The audited Indirect Cost Rate for the Consultant, established in accordance with these provisions, is 194.54. The Indirect Cost Rate for the Consultant to be used under this Agreement shall be **175.00** percent. If applicable, the Indirect Cost Rate for each subconsultant shall be listed in Appendix B.
- 1.11. "Title I Services" are those services provided by the Consultant before the award of the contract for the construction of the Project, consisting primarily of engineering services for the design of the Project.
- 1.12. "Title I Services Ceiling Price." The Title I Services Ceiling Price for this Agreement is **\$2,508,269.74**. The Title I Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title I Services. In no event, unless modified in writing, shall total payments by the Owner related to Title I Services exceed the Title I Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title I Services exceeding the Title I Services Ceiling Price.
- 1.13. "Title II Multiplier" is the mark-up by which the fee and indirect costs associated with Title II services are calculated. The Title II Multiplier, which accounts for the fee and indirect costs, is multiplied by the salary rate, as shown on the Schedule of Salary Ranges, of the particular individual(s) performing the Title II services. The Title II Multiplier for the term of this Agreement is **3.08**.
- 1.14. "Title II Services" are those services provided by the Consultant after the award of the contract for the construction of the Project, consisting primarily of engineering services during the construction of the Project.
- 1.15. "Title II Services Ceiling Price." The Title II Services Ceiling Price for this Agreement is **\$148,236.66**. The Title II Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title II Services. In no event, unless modified in writing, shall total payments by the Owner related to Title II Services exceed the Title II Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or

representatives, incur any liability for, any fee or cost related to, Title II Services exceeding the Title II Services Ceiling Price.

## **2. TYPE OF AGREEMENT**

- 2.1. This Agreement is a cost-plus-fixed-fee contract. The Consultant is being hired to perform professional engineering services in connection with the Project as set forth herein. In consideration for Title I services performed, the Owner will reimburse the Consultant for allowable direct and indirect costs, as defined herein, and pay the Consultant a fixed fee. If Title II services are to be performed, the Owner will reimburse the Consultant for allowable direct costs and also pay the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier.
- 2.2. The Project to be performed under this Agreement is a federally-assisted project and federal funds will be used, in part, to pay the Consultant. Therefore, notwithstanding any provision of this Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, and the Consultant shall certify the accuracy of all invoices and requests for payment, along with supporting documentation and any information provided in determining the Indirect Cost Rates.

## **3. COSTS, FEES, AND PAYMENT**

### **3.1. *Allowable costs.***

3.1.1. Allowable costs are subject to the limitations, regulations, and cost principles and procedures in 48 C.F.R. Part 31, which are expressly incorporated into this Agreement by reference. For the purpose of reimbursing allowable costs (except as provided in subparagraph 2 below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only—

3.1.1.1. Those recorded costs that, at the time of the request for reimbursement, the Consultant has paid by cash, check, or other form of actual payment for items or services purchased directly for the Agreement;

3.1.1.2. When the Consultant is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

- Materials issued from the Consultant's inventory and placed in the production process for use in its performance under this Agreement;
- Direct labor;
- Direct travel;
- Other direct in-house costs; and
- Properly allocable and allowable indirect costs, as shown in the records maintained by the Consultant for purposes of obtaining reimbursement under government contracts; and

- The amount of progress payments that have been paid to the Consultant's subcontractors under similar cost standards.
- 3.1.2. Consultant's contributions to any pension or other post-retirement benefit, profit-sharing or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes; *provided*, that the Consultant pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Consultant actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Consultant actually makes the payment.
- 3.1.3. Notwithstanding the audit and adjustment of invoices or vouchers, allowable indirect costs under this Agreement shall be obtained by applying Indirect Cost Rates established in accordance with subsection 3.3 below.
- 3.1.4. Any statements in specifications or other documents incorporated in this Agreement by reference designating performance of services or furnishing of materials at the Consultant's expense or at no cost to the Owner shall be disregarded for purposes of cost-reimbursement.
- 3.2. *Salaries.* The following schedule covers the classification of personnel and the salary ranges for all personnel anticipated to be assigned to this project by the Consultant:

**3.2.1.1. SCHEDULE OF SALARY RANGES**

| <b>Description</b>             | <b>Billing Class</b> | <b>Min. Hourly</b> | <b>Max. Hourly</b> |
|--------------------------------|----------------------|--------------------|--------------------|
| Clerical                       | X-1                  | \$9.00             | \$20.50            |
| Secretary                      | X-2                  | \$16.50            | \$27.00            |
| Executive Assistant            | X-3                  | \$20.00            | \$44.50            |
| Construction Observer          | C-1                  | \$14.50            | \$32.00            |
| Sr. Construction Observer      | C-2                  | \$24.00            | \$44.00            |
| Designer                       | D-1                  | \$18.00            | \$33.00            |
| Sr. Designer                   | D-2                  | \$30.00            | \$44.50            |
| Design Engineer                | E-1                  | \$20.00            | \$36.25            |
| Sr. Design Engineer            | E-2                  | \$25.00            | \$41.25            |
| Project Eng./Resident Eng.     | E-3                  | \$30.00            | \$49.50            |
| Sr. Project Eng./Resident Eng. | E-4                  | \$38.00            | \$59.75            |
| Project Manager                | E-5                  | \$45.00            | \$73.00            |
| Sr. Proj. Mngr. or Principal   | E-6                  | \$50.00            | \$95.75            |
| Rodman                         | S-1                  | \$10.00            | \$15.50            |
| Instrument Man                 | S-2                  | \$12.00            | \$21.25            |
| Party Chief                    | S-3                  | \$15.00            | \$28.00            |
| Project Surveyor               | S-4                  | \$22.50            | \$40.00            |
| Sr. Project Surveyor           | S-5                  | \$30.00            | \$51.75            |
| Technician or Intern           | T-1                  | \$9.00             | \$29.00            |
| Sr. Technician                 | T-2                  | \$20.00            | \$38.50            |

- 3.2.1.2. The Owner shall reimburse the Consultant for overtime costs only when the overtime has been authorized in writing by the Owner. When authorized, overtime shall be reimbursed at the rate of time and one-half for all nonexempt employees. Notwithstanding this provision, the Consultant must comply with all federal and state wage and hour laws and regulations,

regardless whether the overtime is considered reimbursable under this Agreement.

3.3. *Indirect Cost Rates.*

- 3.3.1. Allowable indirect costs incurred by the Consultant shall also be reimbursed by the Owner at the Indirect Cost Rate. The Indirect Cost Rate of the Consultant for this Agreement shall be the rate as set forth in subsection 1.10. If applicable, the Indirect Cost Rate for subconsultants shall be determined in the same manner and subject to the same limitations as the Consultant, and shall be listed for each subconsultants identified in Appendix B. The Indirect Cost Rate, or any adjustment thereto, shall not change any monetary ceiling, contract obligation, or specific cost allowance, or disallowance provided for in this Agreement except as provided for in sections 3.3.4. and 3.3.5. The Indirect Cost Rate must reflect the allowable indirect costs pursuant to 48 C.F.R. Part 31 ("FAR").
- 3.3.2. In establishing the Indirect Cost Rate or proposing any adjustment thereto, the Consultant shall, upon request, submit to the Owner, FHWA, or their representatives an audited indirect cost rate and supporting cost data in accordance with the requirements set forth in the current *Arkansas Highway & Transportation Department Indirect Cost Rate Audit Requirements*.
- 3.3.3. During the term of this Agreement, if an audit of a subsequent accounting period of the Consultant demonstrates that the Consultant has incurred allowable indirect costs at a different rate than the Indirect Cost Rate, the Indirect Cost Rate shall be adjusted. Any adjustment is subject to the audit and documentation requirements of the FAR and the current *Arkansas Highway & Transportation Department Indirect Cost Rate Audit Requirements*. Except in the case of a provisional Indirect Cost Rate, as provided in the following subparagraphs, or the disallowance of cost following a subsequent audit, any adjustment to the Indirect Cost Rate shall be effective only prospectively from the date that the adjustment is accepted.
- 3.3.4. In order to expedite some projects, when an audited indirect cost rate has not yet been submitted and approved, the Owner may extend a temporary waiver and accept a provisional indirect cost rate. This provisional rate must be reviewed by, and receive a positive recommendation from the Arkansas State Highway and Transportation Department's Chief Auditor. The provisional cost proposal must be accompanied by written assurance from an independent CPA that he/she has been engaged to audit the costs in accordance with the above requirements. The anticipated audit must be based on costs incurred in the most recently completed fiscal year for which the cost data is available, with the audit scheduled to begin within a reasonable time frame. If the date of the initial cost proposal is within the last quarter of the current fiscal year, the audit may be delayed until the current fiscal year is closed and the final cost data is available. The written assurance from the CPA that he or she has been engaged to perform the audit at an appropriate time is still required.
- 3.3.5. Once an audited indirect cost rate is approved, the ceiling prices provided for in the initial agreement using the provisional indirect cost rate will be adjusted with a supplemental agreement to implement the resulting increase or decrease from revising the indirect cost rate, and all amounts paid the consultant prior to receipt and acceptance of an audited indirect cost rate will be retroactively adjusted for changes in the indirect cost rate. However, no changes in hours, fixed fees, or other costs will be allowed as a result of applying the audited indirect cost rate.



- 3.4. *Fees.* The justification for the fees and cost is contained in Appendix A. In addition to reimbursement of the allowable costs as set forth above, the Owner shall pay to the Consultant a fixed fee of **\$221,187.14** for Title I Services. For Title II Services the Owner shall reimburse the Consultant for allowable direct costs and also pay to the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II Services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier. The Title II Multiplier shall account for all fees and indirect costs associated with Title II services.
- 3.5. *Invoices, Reimbursement, and Partial Payments.* Submission of invoices and payment of the fees shall be made as follows, unless modified by the written agreement of both parties:
- 3.5.1. Not more often than once per month, the Consultant shall submit to the Owner, in such form and detail as the Owner may require, an invoice or voucher supported by a statement of the claimed allowable costs for performing this Agreement, and estimates of the amount and value of the work accomplished under this Agreement. The invoices for costs and estimates for fees shall be supported by any data requested by the Owner.
- 3.5.2. In making estimates for fee purposes, such estimates shall include only the amount and value of the work accomplished and performed by the Consultant under this Agreement which meets the standards of quality established under this Agreement. The Consultant shall submit with the estimates any supporting data required by the Owner. At a minimum, the supporting data shall include a progress report in the form and number required by the Owner.
- 3.5.3. Upon approval of the estimate by the Owner, payment upon properly executed vouchers shall be made to the Consultant, as soon as practicable, of 100 percent of the allowed costs, and of 90 percent of the approved amount of the estimated fee, less all previous payments. Notwithstanding any other provision of this Agreement, only costs and fees determined to be allowable by the Owner in accordance with subpart 31.2 of the Federal Acquisition Regulations (FAR) in effect on the date of this Agreement and under the terms of this Agreement shall be reimbursed or paid.
- 3.5.4. Before final payment under the Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the Owner a release of all claims which are known or reasonably could have been known to exist against the Owner arising under or by virtue of this Agreement, other than any claims that are specifically excepted by the Consultant from the operation of the release in amounts stated in the release.
- 3.6. *Title I Services, Title II Services, and Contract Ceiling Prices.* The parties agree that aggregate payments under this Agreement, including all costs and fees, shall not exceed the Contract Ceiling Price. The parties further agree that aggregate payments for Title I services under this Agreement, including all costs and fees, shall not exceed the Title I Services Ceiling Price; and that aggregate payments for Title II services under this Agreement, including all costs and fees, shall not exceed the Title II Services Ceiling Price. No adjustment of the Indirect Cost Rate or the Title II Multiplier, claim, or dispute shall affect the limits imposed by these ceiling prices. No payment of costs or fees shall be made above these ceiling prices unless the Agreement is modified in writing.
- 3.7. *Final payment.*
- 3.7.1. The Consultant shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than forty-five (45) days (or

longer, as the Owner may approve in writing) after the completion date. Upon approval of the completion invoice or voucher, and upon the Consultant's compliance with all terms of this Agreement, the Owner shall promptly pay any balance of allowable costs and any retainage owed to the Consultant. After the release of said retainage Consultant agrees that it will continue to provide consultation services to the Owner as needed through supplemental agreement(s) with respect to the contracted services under this Agreement until all work is completed under both Title I and Title II.

3.7.2. The Consultant shall pay to the Owner any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Consultant or any assignee under this Agreement, to the extent that those amounts are properly allocable to costs for which the Consultant has been reimbursed by the Owner. Reasonable expenses incurred by the Consultant for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Owner. Before final payment under this Agreement, the Consultant and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

- An assignment to the Owner, in form and substance satisfactory to the Owner, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Consultant has been reimbursed by the Owner under this Agreement; and,
- A release discharging the Owner, its officers, agents, and employees from all liabilities, obligations, and claims which were known or could reasonably have been known to exist arising out of or under this Agreement.

3.8. *Owner's Right to Withhold Payment.* The Owner may withhold payment to such extent as it deems necessary as a result of: (1) third party claims arising out of the services of the Consultant and made against the Owner; (2) evidence of fraud, over-billing, or overpayment; (3) inclusion of non-allowable costs; (4) failure to make prompt payments to subconsultants in the time provided by this Agreement; (5) payment requests received including fees for unapproved subconsultants; and/or (6) the Consultant's default or unsatisfactory performance of services. The withholding of payment under this provision shall in no way relieve the Consultant of its obligation to continue to perform its services under this Agreement.

#### **4. DISALLOWANCE OF COSTS**

4.1. Notwithstanding any other clause of this Agreement, the Owner may at any time issue to the Consultant a written notice of intent to disallow specified costs incurred or planned for incurrence under this Agreement that have been determined not to be allowable under the contract terms.

4.2. Failure to issue a notice under this section shall not affect the Owner's rights to take exception to incurred costs.

4.3. If a subsequent audit reveals that: (1) items not properly reimbursable have, in fact, been reimbursed as direct costs; or (2) that the Indirect Cost Rate contains items not properly reimbursable under the FAR; then, in the case of indirect costs, the Indirect Cost Rate shall be amended retroactively to reflect the actual allowable indirect costs incurred, and, in the case of both direct and indirect costs, the Owner may offset, or the Consultant shall repay to Owner, any overpayment.

## 5. RECORDS & AUDITS

- 5.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- 5.2. *Examination.* The Consultant shall maintain, and the Owner, AHTD, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination of the Indirect Cost Rate or any certification thereof, including any CPA audit relied upon to establish the rate. This right of examination shall also include inspection at all reasonable times of the Consultant's offices and facilities, or parts of them, engaged in performing the Agreement.
- 5.3. *Supporting Data.* If the Consultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of or pre-negotiation audit of the Indirect Cost Rate, the negotiation of the Fee, request for cost reimbursement, request for payment, request for an adjustment, or assertion of a claim, the Owner, AHTD, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Consultant's records, including computations and projections, related to—
- The determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification thereof;
  - Any proposal for the Agreement, subcontract, or modification;
  - Discussions conducted on the proposal(s), including those related to negotiating;
  - Fees or allowable costs under the Agreement, subcontract, or modification;
  - Performance of the Agreement, subcontract or modification; or,
  - The amount and basis of any claim or dispute.
- 5.4. *Audit.* The Owner, AHTD, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Consultant's records involving transactions related to this Agreement or a subcontract hereunder.
- 5.5. *Reports.* If the Consultant is required to furnish cost, funding, or performance reports, the Owner, AHTD, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Consultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.
- 5.6. *Availability.* The Consultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this Section and Section 28, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—
- 5.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,

5.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.

5.7. The Consultant shall insert a clause containing all the terms of this section in all subcontracts under this Agreement.

## 6. **DESCRIPTION OF THE PROJECT**

6.1. The City of Conway, in cooperation and accordance with the Arkansas State Highway and Transportation Department (AHTD), and the Federal Highway Administration (FHWA), is proposing to design two segments of the Conway Western Arterial Loop in Faulkner County, Arkansas. The work includes engineering services for the following:

6.1.1. **“Project Number One.”** Design of a segment of the selected alignment for the Conway Western Arterial Loop from the Southern Interchange with I-40 to the western end of the Hwy. 365 Overpass. The selected alignment is defined in the Final Environmental Impact Statement for the **Conway Western Arterial Loop**.

### **Description of Anticipated Bridge Structures (Project One) –**

| <u>Structure Location</u>   | <u>Description</u>   |
|-----------------------------|--|
| *CWAL over I-40             | Two-span plate girder structure with MSE walls                     |
| *Lawrence Landing over I-40 | Two-span plate girder structure with MSE walls                     |
| CWAL over Hwy 365/UPRR      | Continuous plate girder superstructure (Two unique units required) |

\*Indicates structures will be configured to accommodate future widening for Interstate 40.

6.1.2. **“Project Number Two.”** Design, ROW Acquisition, and Utility Relocations, Construction Engineering and Inspection of a segment of the selected alignment for the Conway Western Arterial Loop extending from the western end of the Hwy. 365 Overpass to the intersection with Sturgis Road. The selected alignment is defined in the Final Environmental Impact Statement for the **Conway Western Arterial Loop**.

### **Description of Anticipated Bridge Structures (Project Two) –**

| <u>Structure Location</u> | <u>Description</u>                |
|---------------------------|-----------------------------------|
| CWAL over Sturgis Road    | 3- span continuous superstructure |
| CWAL over Gold Creek      | 3- span continuous superstructure |

Note: An economical comparison between prestressed concrete and structural steel will be performed for Project Two structures to determine the more feasible alternative.

6.2. The scope of work for engineering services is as follows:

6.2.1. **Project Number One:** Project Number One consists of preliminary and final roadway and bridge design with construction plans and specifications, geotechnical studies and foundation reports, right-of-way plans, traffic analysis, overhead sign structures if applicable, and related engineering services, and estimates.

6.2.2. **Project Number Two:** Project Number Two consists of preliminary and final roadway and bridge design with construction plans and specifications, geotechnical studies and foundation reports, right-of-way plans, traffic analysis, overhead sign structures if applicable, and related engineering services, and estimates. In addition, project number two consists of right-of-way acquisition services, bidding phase services, and utility relocations, and construction engineering and inspection.

6.2.3. The facility shall be designed as a portion of a four-lane divided arterial roadway with a raised median or a depressed median around the western side of Conway in accordance with the latest edition of AASHTO, "A Policy on Geometric Design of Highways and Streets", the latest edition of the "Manual on Uniform Traffic Control Devices" (MUTCD), and the latest edition of the "Roadside Design Guide" and the latest edition of "AASHTO LRFD Bridge Design Specifications" (Load-and-Resistance Factor Design), Bridge Division memorandums, and Department policies. In addition, AHTD design policies and memorandums, the latest edition of the AASHTO Manual for Standard Specifications for Structural Supports for Highway Signs, Luminaries, and Traffic Signals, and the current edition of the Union Pacific Railroad Guidelines for Design of Highway Separation Structures shall be used. Other appropriate AASHTO publications and guide specifications shall also be utilized. The projects are to be designed in AHTD format utilizing the "Roadway Design Plan Development Guidelines". LRFD Design Specifications can be excluded for any extensions or capacity increases of existing box culverts. Any structures over I-40 shall accommodate the future planned widening of I-40.

## **7. INFORMATION AND TITLE I SERVICES TO BE PROVIDED BY CONSULTANT**

### **7.1. PRELIMINARY DESIGN (Project Number One)**

#### 7.1.1. Surveys

7.1.1.1. Surveys will consist of performing control surveys, design surveys, and land surveys. All survey tasks shall be performed according to AHTD requirements specified in the most current version of the General and Detailed Scope of Work for Control Surveys, Design Surveys, and Land Surveys (referred to as Appendix E). The surveys to be performed will consist of the tasks that follow:

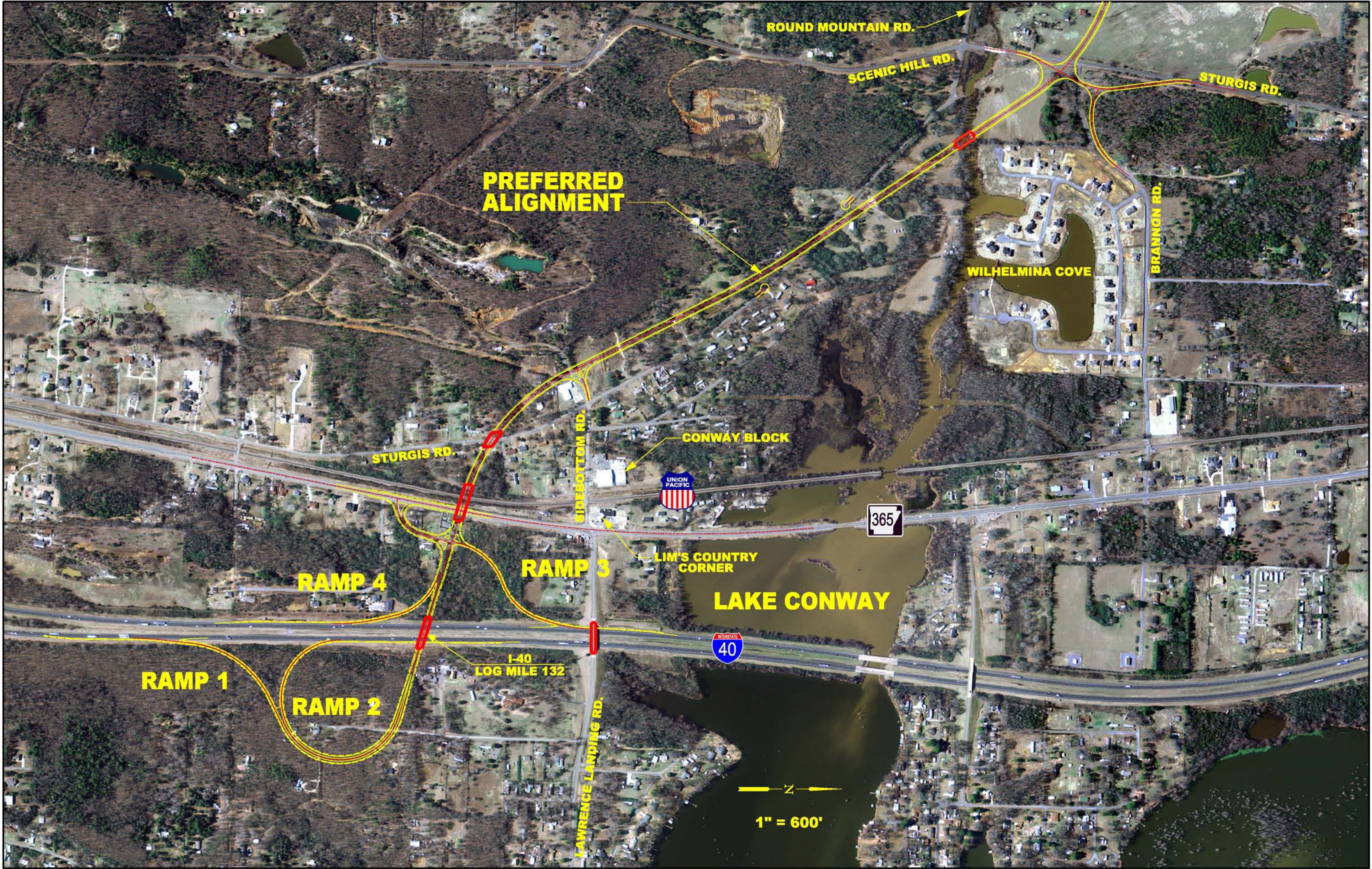
#### 7.1.1.2. Design Surveys

- Establish Primary Control From Existing AHTD GPS Monuments
- Primary project horizontal control traverses
- Elevation Control – Three Wire Level
- Topographic and Terrain Data Collection for Obscured Areas
- Utility and Drainage Surveys
- Digital Terrain Modeling
- Hydrographic Surveys

#### 7.1.1.3. Land Surveys

- Title Search
- Parcel Surveys and Work Sheets
- Right of Way Staking
- Right-Of-Way Monumentation and Final Plat

#### 7.1.2. Utilities Coordination Meeting



ROUND MOUNTAIN RD.

SCENIC HILL RD.

STURGIS RD.

PREFERRED ALIGNMENT

WILHELMINA COVE

BRANNON RD.

STURGIS RD.

CONWAY BLOCK

SIDEBOTTOM RD.



365

LIM'S COUNTRY CORNER

RAMP 4

RAMP 3

LAKE CONWAY

RAMP 1

RAMP 2

I-40  
LOG MILE 132



LAWRENCE LANDING RD.



1" = 600'



**City of Conway, Arkansas  
Ordinance No. O-10-\_\_\_\_**

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

**WHEREAS**, the City of Conway has received funds in the amount of \$2,624.63 as part of the Bullet Proof Partnership grant and;

**WHEREAS**, the Conway Police Department needs these funds to replace body armor vests that are expiring;

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

**SECTION 1.** The City of Conway shall accept the grant proceeds in the amount of \$2,624.63 and appropriate from the General Fund Reimbursement for Law Enforcement Account (01.944) into the Police Department's accountable equipment expenditure account (01.113.354).

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

**PASSED** this 27<sup>th</sup> day of September, 2010.

**Approved:**

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

**Attest:**

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



**City of Conway, Arkansas**  
**Ordinance No. O-10- \_\_\_\_\_**

**AN ORDINANCE APPROPRIATING ASSET FORFEITURE FUNDS TO THE CONWAY POLICE DEPARTMENT; AND FOR OTHER PURPOSES**

**WHEREAS**, the Conway Police Department needs approximately \$3,200 to purchase two tracking units to be used in proactive policing operations and;

**WHEREAS**, money in the Conway Police Department Asset Forfeiture account is allowed, by law, to be used for such purposes as these;

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

**Section 1.** The City of Conway shall appropriate the following funds from the Asset Forfeiture Revenue account, 21.503, into the Asset Forfeiture Law Enforcement equipment expenditure account 21.113.922.

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

**Passed** this 27<sup>th</sup> day of September, 2010.

**Approved:**

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

**Attest:**

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





**City of Conway, Arkansas**  
**Ordinance No. O-10-\_\_\_\_\_**

**AN ORDINANCE ESTABLISHING AND ADOPTING BY REFERENCE CERTAIN REQUIREMENTS AND PROCEDURES FOR PUBLIC SAFETY RADIO COMMUNICATION COVERAGE IN BUILDINGS WITHIN THE CITY OF CONWAY; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Conway has an immediate need to ensure that effective public safety radio communication coverage exists in all buildings within the City of Conway; and

**WHEREAS**, the City Council finds that implementing the procedures shall serve to protect persons and property within the City; shall preserve and protect property values within the City; shall enhance safety; and shall otherwise serve to protect the health, safety and welfare of emergency responders and the public at large within the City.

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

**SECTION 1.** The attached guidelines for "Public Safety Radio Coverage in Buildings" will be implemented by adoption by reference as a technical code pursuant to Arkansas Code Annotated § 14-55-207.

**SECTION 2.** That three (3) copies of the requirements and procedures, or the pertinent parts thereof, and any related documents are filed either electronically or by hard copy in the office of the clerk of the municipality for inspection and view by the public before the passage of the ordinance.

**SECTION 3. PENALTIES.**

(a) If at any time it is found that the referenced requirements or procedures are not being met, the building owner shall have thirty (30) days to make corrections. If no corrections are made, the City shall issue a citation to the violator to appear in Faulkner County District Court.

(b) The failure of the building owner or any other person or entity subject to the provisions of this ordinance to comply with the provisions of this ordinance shall be deemed a violation. Upon conviction, the offender shall be punished by a fine of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00) for each separate offense. Each day an owner or any other person or entity subject to the provisions of this ordinance fails to comply with a provision of this ordinance shall constitute a separate offense and shall be punished accordingly.

**SECTION 4.** Should any part of this Ordinance be held invalid by a court of competent jurisdiction, the remaining parts shall be severable therefrom and shall continue in full force and effect. That all ordinances or parts of ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as the same affect this Ordinance.

**SECTION 5.** This ordinance is necessary for the protection of the public peace, health and safety; an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

**PASSED** this 27<sup>th</sup> day of September, 2010.

**Approved:**

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

**Attest:**

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

## **City of Conway, Arkansas**

### **“Public Safety Radio Coverage in Buildings”**

#### **1. PURPOSE :**

Except as otherwise provided, no person shall maintain, own , erect or construct any building, structure, or tunnel or any part thereof or cause the same to be done which fails to support adequate radio coverage for public safety entities, including but not limited to firefighters, emergency medical services and police officers. For purposes of this section, adequate portable radio coverage shall include all of the following:

- A. A DAQ of 3.4\* (Delivered Audio Quality) shall be available in at least 95% of the floor area required to be covered when transmitted from the City of Conway Communications Systems;
- B. A DAQ of 3.4\* (Delivered Audio Quality) shall be received at the City of Conway Communications Systems when transmitted from 95% of the area of each floor of the building;
- C. The frequencies which must be supported shall be in the 700 MHz and 800 MHz ranges or as otherwise required by the City of Conway for emergency communications; and
- D. A 95% reliability factor.

#### **2. EXCEPTIONS:**

This section shall not apply to single family residential buildings; any building constructed of wood frame; any building under thirty-five (35) feet high; as long as none of the aforementioned buildings make primary use of metal or concrete construction or contain below grade storage, tunnels, or parking areas. For purposes of this section, parking structures are included in the definition of a building, and stair shafts are included in the definition of all parts of a building, but elevators with working emergency phones may be excluded.

Buildings constructed prior to the implementation of this section shall not be required to comply with public safety radio coverage provisions of this section. However, should exempted structures undergo renovation, restoration, or significant modification to the original structure which would increase the area 20% or more, exemption from the provisions of this Ordinance shall not apply.

### 3. REMEDIES:

Amplification systems are allowed. Buildings and structures which cannot support the required level of radio coverage shall be equipped with a radiating cable system and/or a distributed antenna system (DAS) with FCC certified signal boosters (aka bi-directional amplifiers), or systems as otherwise approved by the City of Conway Fire Chief or his designee in order to achieve the required adequate radio coverage. The location(s) within the building of each amplification system must be on file with the Conway Fire Department.

- A. Battery Backup: The active components of the installed system(s) shall be capable of operating on an independent battery system for a period of at least eight (8) hours without external power input. The battery system shall automatically charge in the presence of external power input.
- B. Signal Booster Requirements:
  - i. All signal booster components shall be contained in one NEMA4 type water proof cabinet.
  - ii. The battery system shall be contained in one NEMA4 type water proof cabinet.
  - iii. The system shall include automatic alarming of malfunctions of the signal booster and/or the battery system. Any resulting alarm shall be transmitted to the City of Conway Communications Center, including, but not limited to , automatic standard telephone dial-up circuit, TCP/IP network circuit, RS232 interface, etc.
  - iv. All signal boosters must be compatible with both analog and digital communications simultaneously.
  - v. All cables, coax, and wiring, shall have fire retardant insulation.
  - vi. Optionally, only material and equipment that is pre-approved by the City of Conway Fire Chief or his designee may be used. This section cannot be used to limit equipment to one manufacturer. This approval must be obtained prior to installation.

### 4. ACCEPTANCE TEST:

When an in-building radio system is required, and upon completion of installation, it will be the building owner's responsibility to have the radio system tested to ensure that two-way portable radio coverage on each floor of the building meets the required 95% coverage. The portable radio used for the testing must be one that is approved by the City of Conway Fire Chief or his designee. This test must be completed by a licensed radio communications technician. If the tests fail, it shall be the building owner's responsibility to have the system altered until the 95% coverage condition is met. A "Certificate of Occupancy" shall not be issued until these conditions are met. The building owner shall keep the results of the tests on file as well as submit a certified copy to the Conway Fire Department to be used as a bench mark for future testing.

5. TESTING AND COMPLIANCE:

Each owner shall submit at least one in-building coverage test:

- A. Prior to occupancy of any new building or structure covered under this Ordinance.
- B. Whenever structural changes occur including additions to buildings that would materially change the original field performance tests.
- C. When repairs or alterations are made to the amplification systems.

6. ANNUAL TESTS:

Once an in-building amplifier system is installed, the building owner or their designee, shall test all active components of the system including but not limited to amplifiers, power supplies, back-up batteries, etc., a minimum of once every twelve (12) months. The tests of these components shall be for a minimum of one (1) hour under loaded conditions to simulate an actual power outage. The building owner shall submit written notification to the Conway Fire Department that such tests have been completed as well as maintain a copy in their files.

7. FIELD TESTING:

Fire Personnel, after providing reasonable notice to the owner or his representative, shall have the right to enter onto the property during normal hours of operation to conduct field testing to be certain the required level of radio coverage is present and equipment conditions are being met. Fire Personnel shall also perform random testing when conducting pre-fire planning.

8. WARNING:

Should for any reason, the FCC requires the City of Conway to alter its communications systems, it shall be the building owner's responsibility to alter the amplification system to be compatible with the FCC ordered changes to the City of Conway communications systems. The building owner may want to keep this in mind when purchasing the building amplification systems.

**\*Delivered Audio Quality**, abbreviated as DAQ, is a measure of audio quality over a transmission medium. This metric is often used to quantify the quality of audio heard over a radio system. DAQ 3.4 is defined as follows:

***“ Speech understandable with only rare repetition required. Some noise or distortion present.”***

Source: TIA {Telecommunications Industry Association}



City of Conway, Arkansas

Ordinance No. O-10-\_\_\_\_\_

**AN ORDINANCE AMENDING TITLE 4 (PAWNSHOPS) OF THE CONWAY MUNICIPAL CODE; REPEALING ANY ORDINANCES IN CONFLICT; AND FOR OTHER PURPOSES**

**WHEREAS**, the 87th General Assembly of the State of Arkansas, in its Act 390 of 2009, passed legislation concerning matters currently addressed by city ordinances; and

**WHEREAS**, the Mayor and City Council desire to amend Title 4 of the Conway Municipal Code in accordance with the power granted it by ARK. CODE ANN. § 14-54-101 et seq., ARK. CODE ANN § 17-44-102, and to reflect recent legislative changes.

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

**SECTION 1.** Chapter 4.76 Pawnshops shall be deleted in its entirety and replaced with the following:

**CHAPTER 4.76 USED OR SECONDHAND GOODS**

**Sections**

- 4.76.01 Pawnbrokers and dealers in secondhand goods - Definitions
- 4.76.02 Penalty
- 4.76.03 Records and reports – Secondhand goods
- 4.76.04 Duty to retain goods – Secondhand goods
- 4.76.05 Notification to police of altered serial numbers
- 4.76.06 Precious Metals
- 4.76.07 Exemptions
- 4.76.08 Records and reports – Precious metals
- 4.76.09 Duty to retain goods – Precious metals
- 4.76.10 Notification to police of altered goods
- 4.76.11 Scrap Metal Dealers - Records

**4.76.01 Pawnbrokers and dealers in secondhand goods – Definitions:**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Dealer in secondhand goods* means any person who:

- A. Buys, sells or otherwise deals principally in used or secondhand goods; or
- B. Buys for resale any used or secondhand goods, whether or not as a principal vocation or business, and without regard to whether or not such person maintains a place of business for such purpose.

*Dealer in secondhand goods* does not include:

- A. a licensed retailer of new goods who shall, in the ordinary course of business, receive used or secondhand goods only as a "trade-in" or as part consideration for purchases of new goods;
- B. a person who sells or exchanges coins, tokens, metals, or goods of any other nature, if such activity is conducted as part of an approved exhibit at an approved convention held in a facility subject to the regulation of the advertising and promotion commission;

- C. a person who sells goods from a residence, as part of an estate sale, yard sale, garage sale, tag sale, or internet auction; or
- D. a person who markets goods from an established business that operates:
  - 1. on consignment;
  - 2. as part of an auction; or
  - 3. from a flea market or booth at same.

*Flea market* shall mean and include any group of five (5) or more unrelated persons selling tangible used or secondhand personal property or collectors' items to the public.

*Goods* mean any tangible chattel or personalty capable of physical delivery, except furniture and motor vehicles. "Furniture" does not include radios, television sets, appliances or other items with mechanical, electrical or electronic works.

*Pawnbroker* means a person engaged in the business of lending money upon the security of goods deposited with it or left in pawn, with or without a fixed period of redemption, whether or not a fixed place of business is maintained for such purposes.

**4.76.02 Penalty.** The failure on the part of any owner or operator of a pawnshop, pawnbroker or dealer in secondhand goods, precious or scrap metals, his or her agent or any other person or entity subject to the provisions of this ordinance to comply with the provisions of this ordinance shall be deemed a violation. Upon conviction, the offender shall be punished by a fine of not more than one hundred dollars (\$100.00) for each separate offense. Each day an owner or operator of a pawnshop, pawnbroker or dealer in secondhand goods, precious or scrap metals, his or her agent or any other person or entity subject to the provisions of this ordinance fails to comply with a provision of this ordinance shall constitute a separate offense and shall be punished accordingly.

**4.76.03 Records and reports – Secondhand goods**

- A. Each and every owner or operator of a pawnshop, pawnbroker and dealer in secondhand goods doing business in the city shall:
  - 1. Keep a well-bound record book or register which shall contain a copy of every pawn ticket or contract or bill of sale issued by the pawnbroker or dealer in secondhand goods. The chief of police or his duly authorized agents shall be entitled to inspect the book or register at any reasonable time.
  - 2. Take a color photograph or digital image of any and all jewelry or precious metals that may be pawned or sold. Jewelry shall mean items of personal adornment and shall include, but not be limited to, any bracelet, brooch, charm, cuff link, earring, necklace, ring, tie bar or watch. Precious metals shall include items made from gold, silver or platinum. The photograph or digital image must:
    - a. be maintained in such a manner that the image can be readily matched, correlated, and cross-referenced with all other records of the transaction to which they relate;
    - b. be available to the chief of police, or the chief's designee, upon request; and
    - c. be kept or otherwise maintained for sixty (60) days after the date of the transaction, or the date the goods were received, whichever is later.
  - 3. Maintain an electronic inventory-tracking system which is capable of delivery and transmission of all statutorily-required information via computer to the entity designated by the Conway Police Department. Information required by such system shall include, but not be limited to, the following:
    - a. *Amount loaned.* The amount loaned against the article by the pawnbroker or paid for the article by a pawnbroker or dealer in secondhand goods.
    - b. *Ticket number.* The pawn ticket number or redemption number issued to the pawnor and assigned to and tagged onto the goods. All items must be identified with consecutively numbered tags generated by the inventory-tracking system.
    - c. *Article.* A description of the class of goods within which the pawned or purchased item belongs. Examples are: projector, camera, shoes, revolver, typewriter, watch, ring, television, etc. It shall not be necessary to give a detailed description of such item or goods.
    - d. *Description of article.* A concise description of the goods shall be given. In the case of all goods the size, color and descriptive characteristics most pertinent shall be entered.

Serial numbers of all appliances or mechanical, electrical, electronic or other manufactured goods shall be entered if such is available on said goods. Model or chassis numbers shall not be entered in lieu of a serial number unless there is no serial number. In the case of watches, the outside case number shall be sufficient if the watch is waterproof, but otherwise both the case number and movement number shall be given, if both are present.

- e. *Marks.* Any identifying marks, initials, monograms or personalized features shall be entered to further describe the goods.
- f. *Name of party pledging or selling.* The name of the person presenting the goods for pawn or for sale. The name entered shall be substantiated and verified by examination of the government-issued photo ID of the pawnor or seller.
- g. *Method of identification.* The number appearing on the government-issued photo ID of the person pawning or selling goods, used for identification under paragraph (vi) of this subsection.
- h. *Address.* The address of the person pawning or selling goods.
- i. *Description of person.* A description of the person pawning or selling goods indicating sex, race, date of birth, height and weight.

- B. The city of Conway, through the Conway Police Department, shall provide free, commercial grade software, together with periodic updates of such software, to affected pawnshops, pawnbrokers, and dealers in secondhand goods in order to facilitate compliance with this ordinance.

#### **4.76.04 Duty to retain goods – Secondhand goods**

No bond, security or goods of any kind whatsoever received on deposit, purchased or pledged to or by any dealer in secondhand goods shall be sold or permitted to be redeemed or removed from the place of business of such dealer in secondhand goods for a period of seven (7) days from the time of receiving same; pawnbrokers shall be governed by state law with regard to any such specific duties or requirements.

#### **4.76.05 Notification to police of altered serial numbers**

In the event any goods are pawned, pledged or sold, or tendered for pawn or sale to any pawnbroker or dealer in secondhand goods, which normally carry or have a serial number or numbers or means of identification which shall have been removed, mutilated, defaced or destroyed, such fact shall be immediately reported by the pawnbroker or dealer in secondhand goods to the chief of police or his duly authorized agent.

#### **4.76.06 Precious metals - Definitions**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Precious metal dealer* means a person engaged in the business of buying precious metals, whether for cash or trade, and whether or not a fixed place of business is maintained for such purposes.

*Precious metals* means any form of gold, silver or platinum.

#### **4.76.07 Exemptions**

This division does not apply to:

- A. Financial institutions chartered under state or federal banking laws.
- B. Security firms duly licensed under federal or state law.
- C. Transactions between such institutions or firms and their customers.
- D. Transactions involving loose teeth.
- E. Purchase of coins except that when coins are purchased, the precious metal dealer must verify the seller's identification by taking down his name, address, government-issued photo ID and retain a complete description of the coins.

#### **4.76.08 Records and reports – Precious metals**

- A. Every person engaged in the business of buying precious metals, whether for cash or trade, shall:
1. Keep a well-bound record book or register which shall contain a copy of every bill of sale issued by the dealer. The chief of police or his duly authorized agent shall be entitled to inspect the book or register at any reasonable time.
  2. Take a color photograph or digital image of the goods received. The photograph or digital image must:
    - a. Be maintained in such a manner that the image can be readily matched, correlated, and cross-referenced with all other records of the transaction to which they relate;
    - b. Be available to the chief of police, or the chief's designee, upon request; and
    - c. Be kept or otherwise maintained for sixty (60) days after the date of the transaction, or the date the goods were received, whichever is later.
  3. Maintain an electronic inventory-tracking system which is capable of delivery and transmission of the following information via computer to the entity designated by the Conway Police Department. Information required by such system shall include, but not be limited to, the following:
    - a. *Amount paid.* In this column shall be entered the amount paid for the article or articles by a dealer in precious metals.
    - b. *Ticket number.* The tag or ticket number issued and assigned to and tagged onto the goods. All items purchased must be identified with consecutively numbered tags generated by the inventory-tracking system.
    - c. *Article.* A description of the class of goods within which the purchased items belong. Examples are coins, rings, silverware, etc.
    - d. *Description of article.* A concise description of the goods shall be given. In the case of all goods the size, color and descriptive characteristics most pertinent shall be entered. Serial numbers shall be entered if such is available on said goods. In the case of watches, the outside case number shall be sufficient if the watch is waterproof, but otherwise both the case number and movement number shall be given, if both are present.
    - e. *Marks.* Any identifying marks, initials, monograms, brand name or personalized features shall be entered to further describe the goods.
    - f. *Name of party selling.* The name of the person presenting the goods for sale. The name entered shall be substantiated and verified by examination of the government-issued photo ID of the seller
    - g. *Method of identification.* The number appearing on the government-issued photo ID of the person selling the articles.
    - h. *Address.* The address of the person selling goods.
    - i. *Description of person.* A description of the person selling goods, indicating sex, race, date of birth, height and weight.
- B. The city of Conway, through the Conway Police Department, shall provide free, commercial grade software, together with periodic updates of such software, to every person engaged in the business of buying precious metals, whether for cash or trade, in order to facilitate compliance with this ordinance.

#### **4.76.09 Duty to retain goods – Precious metals**

No precious metals of any kind whatsoever received by the dealer shall be sold or permitted to be removed from the place of business of the dealer for a period of seven (7) days from the time of receiving same. All such goods shall be retained in the original condition in which they were received during such period.

#### **4.76.10 Notification to police of altered goods.**

In the event any articles sold to any precious metal dealer have had the serial number or other means of identification removed, mutilated, defaced or destroyed or melted down, such fact shall be immediately reported by the dealer to the chief of police or his duly authorized agent.

#### **4.76.11 Scrap metal dealers - Records**

- A. Each and every dealer or purchaser of junk and scrap metals and materials doing business in the City of Conway shall maintain an electronic inventory-tracking system which is capable of delivery and transmission of all statutorily-required information via computer to the entity designated by the Conway Police Department.



B. The city of Conway, through the Conway Police Department, shall provide free, commercial grade software, together with periodic updates of such software, to affected dealers or purchasers of junk and scrap metals and materials in order to facilitate compliance with this ordinance and state law.

**SECTION 2.** That all ordinances in conflict herewith are repealed to the extent of the conflict.

**SECTION 3.** That this ordinance shall be in full force and effect on \_\_\_\_\_.

**PASSED** this 27<sup>th</sup> day of September, 2010.

**Approved:**

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**Mayor Tab Townsell**

**Attest:**

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



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



# Memo:

**To:** Mayor Tab Townsell  
City Council Members  
**CC:** Lowell McClanahan  
**From:** Brenda Yarbrough  
**Date:** September 23<sup>rd</sup>, 2010  
**Re:** Disposal of Inventory

---

The attached listing details items to be removed from the fixed assets (inventory). I would like to request approval to remove these items from our inventory listing and to dispose of them.

Vehicles will be sold for scrap or offered for sale through “as is” sealed bid auction—whichever appears to provide the best price to the City. Vehicles sold for scrap will also be cannibalized for whatever parts might be used by Fleet Maintenance, with documentation maintained by Fleet Maintenance for any salvaged parts with an estimated value of at least \$500.

Any vehicle sold for scrap will first be offered for training purposes to the Conway Fire Department.

2010 Disposals  
Finance Department

| 2010 Disposals   | Item Description                                | Tag #   | Purchase  | Current  | Accum.    | Book     |
|------------------|---|---------|-----------|----------|-----------|----------|
| Fixed Asset      |   |         | Price     | Depr     | Depr      | Value    |
| Admin/CDBG       | 2-Drawer Lateral File                           | 25-08   | 810.79    | 225.20   | 225.20    | 296.60   |
| <b>810.79</b>    | returned to Outlet Store for credit 514.19 only |         |           |          |           |          |
| Planning         | 2001 GMC Sonoma Truck (47139)                   | 107-25  | 14,910.00 |          | 14,910.00 | 0.00     |
|                  | Citizenserve Software                           | 107-44  | 6,400.00  | 1,279.99 | 3,306.72  | 3,093.28 |
|                  | 2000 TKI Desktop Computer                       | 108-001 | 3,786.78  |          | 3,786.78  | 0.00     |
| <b>26,334.92</b> | 2004 Dell Desktop Computer (968YF41)            | 108-27  | 1,238.14  | 41.27    | 1,238.14  | 0.00     |
| District Court   | Video Camera w/monitor                          | 110-20  | 1,750.96  |          | 1,750.96  | 0.00     |
|                  | Video Camera w/monitor                          | 110-22  | 815.65    |          | 815.65    | 0.00     |
|                  | Video Camera w/monitor                          | 110-23  | 815.65    |          | 815.65    | 0.00     |
|                  | Compaq Computer                                 | 110-88  | 893.93    |          | 893.93    | 0.00     |
|                  | Compaq Computer                                 | 110-67  | 1,886.75  |          | 1,886.75  | 0.00     |
|                  | Compaq Computer                                 | 110-100 | 893.92    |          | 893.92    | 0.00     |
|                  | Compaq Computer                                 | 110-101 | 893.92    |          | 893.92    | 0.00     |
|                  | Compaq Computer                                 | 110-85  | 893.93    |          | 893.93    | 0.00     |
|                  | Compaq Computer                                 | 110-86  | 893.93    |          | 893.93    | 0.00     |
|                  | Compaq Computer                                 | 110-87  | 893.93    |          | 893.93    | 0.00     |
|                  | Compaq Computer                                 | 110-89  | 893.93    |          | 893.93    | 0.00     |
|                  | Compaq Computer                                 | 110-90  | 893.93    |          | 893.93    | 0.00     |
|                  | Compaq Computer                                 | 110-91  | 893.93    |          | 893.93    | 0.00     |
|                  | Compaq Computer                                 | 110-93  | 893.93    |          | 893.93    | 0.00     |
|                  | Compaq Computer                                 | 110-94  | 893.93    |          | 893.93    | 0.00     |
|                  | Compaq Computer                                 | 110-95  | 893.93    |          | 893.93    | 0.00     |
|                  | Compaq Computer                                 | 110-96  | 893.93    |          | 893.93    | 0.00     |
|                  | Compaq Computer                                 | 110-97  | 893.93    |          | 893.93    | 0.00     |
|                  | Compaq Computer                                 | 110-98  | 893.93    |          | 893.93    | 0.00     |
|                  | Compaq Computer                                 | 110-99  | 893.92    |          | 893.92    | 0.00     |
|                  | Intel 400 Server/Licenses                       | 110-102 | 1,511.79  |          | 1,511.79  | 0.00     |
|                  | TCW Enlight Midtower Computer                   | 110-103 | 1,167.27  |          | 1,167.27  | 0.00     |
|                  | TCW Enlight Midtower Computer                   | 110-40  | 1,786.21  |          | 1,786.21  | 0.00     |
|                  | TCW Enlight Midtower Computer                   | 110-42  | 1,786.21  |          | 1,786.21  | 0.00     |
|                  | TCW Enlight Midtower Computer                   | 110-43  | 1,786.21  |          | 1,786.21  | 0.00     |
|                  | TCW Enlight Midtower Computer                   | 110-45  | 1,900.26  |          | 1,900.26  | 0.00     |
|                  | TCW Enlight Midtower Computer                   | 110-46  | 1,786.21  |          | 1,786.21  | 0.00     |
|                  | TCW Enlight Midtower Computer                   | 110-47  | 1,786.21  |          | 1,786.21  | 0.00     |
|                  | TCW Enlight Midtower Computer                   | 110-48  | 1,786.21  |          | 1,786.21  | 0.00     |
|                  | TCW Enlight Midtower Computer                   | 110-53  | 1,786.21  |          | 1,786.21  | 0.00     |
|                  | TCW Enlight Midtower Computer                   | 110-55  | 1,786.21  |          | 1,786.21  | 0.00     |

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|                     |                                       |          |           |          |           |        |
|---------------------|---------------------------------------|----------|-----------|----------|-----------|--------|
| District Court      | TCW Enlight Midtower Computer         | 110-57   | 1,786.21  |          | 1,786.21  | 0.00   |
|                     | Compaq Computer                       | 110-131  | 933.12    |          | 933.12    | 0.00   |
|                     | HP Computer w/monitor                 | 110-170  | 1,461.37  |          | 1,461.37  | 0.00   |
|                     | Intel Columbus Server                 | 110-10   | 9,530.13  |          | 9,530.13  | 0.00   |
|                     | Premio 486DX Computer System          | 110-19   | 2,744.01  |          | 2,744.01  | 0.00   |
|                     | P166MMX Mini Tower Computer           | 110-39   | 3,183.82  |          | 3,183.82  | 0.00   |
|                     | Server Installation-Setup             | 110-79   | 17,587.81 |          | 17,587.81 | 0.00   |
|                     | Konica 7050 Copier                    | 110-31   | 14,500.00 |          | 14,500.00 | 0.00   |
|                     | 8000 Series L-Return Desk             | 110-61   | 840.00    |          | 840.00    | 0.00   |
|                     | 96 x 42 Conference Table              | 110-75   | 688.75    |          | 688.75    | 0.00   |
|                     | System Support & Cable                | 110-33   | 1,066.90  |          | 1,066.90  | 0.00   |
|                     | HP LaserJet 4 Printer                 | 110-18   | 1,448.37  |          | 1,448.37  | 0.00   |
|                     | Laser Printer                         | 110-106  | 1,953.15  |          | 1,953.15  | 0.00   |
|                     | IBM Wheelwriter 5 Typewriter          | 110-36   | 877.80    |          | 877.80    | 0.00   |
|                     | IBM Wheelwriter 5 Typewriter          | 110-38   | 877.80    |          | 877.80    | 0.00   |
|                     | IBM Wheelwriter 5 Typewriter          | 110-49   | 877.80    |          | 877.80    | 0.00   |
|                     | IBM Wheelwriter 5 Typewriter          | 110-54   | 877.80    |          | 877.80    | 0.00   |
|                     | IBM Wheelwriter 6 Typewriter          | 110-37   | 831.60    |          | 831.60    | 0.00   |
| <b>\$101,401.23</b> |                                       |          |           |          |           |        |
| Police              | 12-Gauge Shotgun (sn:V032166) Benelli | 113-892  | 1,100.00  | 183.30   | 794.50    | 305.50 |
|                     | Glock 22 .40 caliber (SNMSE582)       | 113-1443 | 0.00      |          | batched   |        |
| wrecked 5/2010      | 1996 Chevy Lumina (VIN 60011)         | 113-147  | 16,577.00 | 0.00     | 16,577.00 | 0.00   |
|                     | 2005 Ford Crown Vic (VIN 46783)       | 113-851  | 33,383.69 | 5,563.98 | 26,892.38 | 0.00   |
|                     | Filing Cabinet                        | 21-21    | 722.94    |          | 722.94    | 0.00   |
|                     | Complete Workstation                  | 21-24    | 1,220.86  |          | 1,220.86  | 0.00   |
|                     | Computer Workstation                  | 21-27    | 1,319.65  |          | 1,319.65  | 0.00   |
|                     | Desk w/workstation                    | 21-28    | 772.03    |          | 772.03    | 0.00   |
|                     | Desk w/workstation                    | 21-29    | 772.02    |          | 772.02    | 0.00   |
|                     | Desk w/workstation                    | 21-30    | 772.02    |          | 772.02    | 0.00   |
|                     | Furniture                             | 112-38   | 1,494.77  |          | 1,494.77  | 0.00   |
|                     | Rose Chair                            | 113-100  | 637.94    |          | 637.94    | 0.00   |
|                     | 4-Drawer File Cabinet                 | 113-135  | 891.45    |          | 891.45    | 0.00   |
|                     | Steel File cabinet                    | 113-138  | 1,319.85  |          | 1,319.85  | 0.00   |
|                     | L-Return Desk                         | 113-324  | 918.75    |          | 918.75    | 0.00   |
|                     | Mocha Chair                           | 113-325  | 1,023.75  |          | 1,023.75  | 0.00   |
|                     | St. Timothy Chair                     | 113-326  | 527.50    |          | 527.50    | 0.00   |
|                     | Executive Desk                        | 113-329  | 1,253.33  |          | 1,253.33  | 0.00   |
|                     | Executive Desk                        | 113-332  | 700.01    |          | 700.01    | 0.00   |

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|        |  |         |           |  |           |      |
|--------|--|---------|-----------|--|-----------|------|
| Police | Mahogany Desk                            | 113-804 | 624.60    |  | 624.60    | 0.00 |
|        | Media Workstation                        | 113-811 | 1,968.33  |  | 1,968.33  | 0.00 |
|        | Transmitter Burlar Alarm (2230)          | 113-60  | 897.77    |  | 897.77    | 0.00 |
|        | Transmitter Burlar Alarm (2232)          | 113-65  | 897.77    |  | 897.77    | 0.00 |
|        | VHS Tape Editing Controller (161A1718KB) | 113-108 | 0.00      |  | 0.00      | 0.00 |
|        | Cartridge Trunk Caller ID                | 113-167 | 969.59    |  | 969.59    | 0.00 |
|        | Copier w/ADF & sorter (0620959X)         | 113-304 | 5,334.68  |  | 5,334.68  | 0.00 |
|        | Remote Control window/K9                 | 113-308 | 506.95    |  | 506.95    | 0.00 |
|        | Digital Camera )0233821)                 | 113-316 | 742.75    |  | 742.75    | 0.00 |
|        | Maverick D73 Digital Camera              | 113-320 | 529.57    |  | 529.57    | 0.00 |
|        | DP 1400 Printer                          | 113-331 | 1,065.50  |  | 1,065.50  | 0.00 |
|        | Portable Building w/AC                   | 113-348 | 1,207.11  |  | 1,207.11  | 0.00 |
|        | Video Set (FKR620TR)                     | 113-371 | 609.00    |  | 609.00    | 0.00 |
|        | Transmitter Burglar Alarm (2228)         | 113-387 | 897.77    |  | 897.77    | 0.00 |
|        | Transmitter Burglar Alarm (2231)         | 113-388 | 897.78    |  | 897.78    | 0.00 |
|        | Transmitter Burglar Alarm (2229)         | 113-390 | 897.77    |  | 897.77    | 0.00 |
|        | DGT9000 DeskJet Printer (740CXN1395)     | 113-433 | 8,655.76  |  | 8,655.76  | 0.00 |
|        | Voice Mail System                        | 113-437 | 8,497.40  |  | 8,497.40  | 0.00 |
|        | Copy Machine-Konica (978387)             | 113-502 | 1,418.98  |  | 1,418.98  | 0.00 |
|        | Canon IR550 Copier (SN NNT23514)         | 113-568 | 19,265.30 |  | 19,265.30 | 0.00 |
|        | Network ICA                              | 113-562 | 25,443.11 |  | 25,443.11 | 0.00 |
|        | Trek Bike w/bag                          | 113-588 | 739.80    |  | 739.80    | 0.00 |
|        | Safariland Vest (487501)                 | 113-721 | 747.48    |  | 747.48    | 0.00 |
|        | American Body Armor (312818)             | 113-722 | 747.48    |  | 747.48    | 0.00 |
|        | Level 2 Vest - Body Armor                | 113-779 | 924.94    |  | 924.94    | 0.00 |
|        | Level 2 Vest - Body Armor                | 113-780 | 690.06    |  | 690.06    | 0.00 |
|        | 12-Gauge Shotgun (UO32166)               | 113-892 | 1,100.00  |  | 1,100.00  | 0.00 |
|        | Modular Surveillance Console             | 114-06  | 2,800.00  |  | 2,800.00  | 0.00 |
|        | Camera w/9mm Pinhole                     | 114-50  | 724.50    |  | 724.50    | 0.00 |
|        | Electric Access System                   | 21-22   | 864.43    |  | 864.43    | 0.00 |
|        | ICS Phone System                         | 21-23   | 4,313.72  |  | 4,313.72  | 0.00 |
|        | DP1400 Printer                           | 27-02   | 1,408.25  |  | 1,408.25  | 0.00 |
|        | Veritas Backup Server (E01774A)          | 27-41   | 947.30    |  | 947.30    | 0.00 |
|        | Compaq Computer                          | 113-731 | 1,399.00  |  | 1,399.00  | 0.00 |
|        | Compaq Computer                          | 113-732 | 1,399.00  |  | 1,399.00  | 0.00 |
|        | Compaq Computer                          | 113-733 | 1,399.00  |  | 1,399.00  | 0.00 |
|        | Compaq Computer                          | 113-734 | 1,399.00  |  | 1,399.00  | 0.00 |
|        | Compaq Computer                          | 113-735 | 1,399.00  |  | 1,399.00  | 0.00 |
|        | Compaq Computer                          | 113-736 | 1,399.00  |  | 1,399.00  | 0.00 |

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|                     |   |         |          |          |          |          |
|---------------------|---|---------|----------|----------|----------|----------|
| Police              | Compaq Computer                             | 27-54   | 693.15   |          | 693.15   | 0.00     |
|                     | Compaq Computer                             | 27-55   | 693.15   |          | 693.15   | 0.00     |
|                     | Compaq Computer                             | 27-56   | 693.14   |          | 693.14   | 0.00     |
|                     | Compaq Computer                             | 27-57   | 693.14   |          | 693.14   | 0.00     |
|                     | Compaq Computer                             | 27-58   | 693.14   |          | 693.14   | 0.00     |
|                     | Compaq Computer                             | 27-59   | 693.14   |          | 693.14   | 0.00     |
|                     | Compaq Computer                             | 27-60   | 693.14   |          | 693.14   | 0.00     |
|                     | Compaq Computer                             | 27-61   | 693.14   |          | 693.14   | 0.00     |
|                     | Compaq Computer                             | 27-62   | 693.14   |          | 693.14   | 0.00     |
|                     | Compaq Computer                             | 113-772 | 1,440.82 |          | 1,440.82 | 0.00     |
|                     | Compaq Computer                             | 27-43   | 1,319.72 |          | 1,319.72 | 0.00     |
|                     | Compaq Computer                             | 27-44   | 1,319.71 |          | 1,319.71 | 0.00     |
|                     | Compaq Computer                             | 27-45   | 1,319.71 |          | 1,319.71 | 0.00     |
|                     | Compaq Computer                             | 27-47   | 1,349.54 |          | 1,349.54 | 0.00     |
|                     | Compaq Computer                             | 21-37   | 1,182.53 |          | 1,182.53 | 0.00     |
|                     | Compaq Computer                             | 21-38   | 1,182.53 |          | 1,182.53 | 0.00     |
|                     | Compaq Computer                             | 21-39   | 1,182.53 |          | 1,182.53 | 0.00     |
|                     | Compaq Computer                             | 21-40   | 1,182.52 |          | 1,182.52 | 0.00     |
|                     | Compaq Computer                             | 27-63   | 1,707.26 |          | 1,707.26 | 0.00     |
|                     | Dell Computer                               | 27-11   | 1,211.71 |          | 1,211.71 | 0.00     |
|                     | Dell Computer                               | 27-12   | 1,211.71 |          | 1,211.71 | 0.00     |
|                     | Dell Computer                               | 27-13   | 1,211.71 |          | 1,211.71 | 0.00     |
|                     | Dell Computer                               | 27-14   | 1,211.71 |          | 1,211.71 | 0.00     |
|                     | Dell Computer                               | 21-15   | 1,217.41 |          | 1,217.41 | 0.00     |
|                     | Dell Computer                               | 21-19   | 1,261.68 |          | 1,261.68 | 0.00     |
|                     | Dell Computer                               | 21-20   | 901.72   |          | 901.72   | 0.00     |
|                     | Dell Computer                               | 27-03   | 1,217.41 |          | 1,217.41 | 0.00     |
|                     | Dell Computer                               | 27-04   | 1,217.41 |          | 1,217.41 | 0.00     |
|                     | Dell Computer                               | 27-05   | 1,217.41 |          | 1,217.41 | 0.00     |
|                     | Dell Computer                               | 27-70   | 1,454.95 |          | 1,454.95 | 0.00     |
|                     | Pentium Computer                            | 27-08   | 1,211.70 |          | 1,211.70 | 0.00     |
| <b>\$187,055.09</b> | Pentium Computer                            | 27-09   | 1,211.70 |          | 1,211.70 | 0.00     |
| Information Tech.   | Script Logic Software                       | 112-44  | 1,299.00 |          | 1,299.00 | 0.00     |
|                     | Active Directory Software                   | 112-66  | 795.00   |          | 795.00   | 0.00     |
|                     | Help Desk Software                          | 112-65  | 945.00   |          | 945.00   | 0.00     |
| <b>8,754.60</b>     | Palo Alto Firewall Software                 | 112-148 | 5,715.60 | 1,143.12 | 1,714.68 | 4,000.92 |
| Fire                | Motorola Spectra 9000 Radio (sn:581ATS0231) | 115-40  | 0.00     |          | 0.00     | 0.00     |
|                     | Partner Phone System (MLS-18)               | 115-125 | 4,006.75 |          | 4,006.75 | 0.00     |
| <b>4,006.75</b>     |   |         |          |          |          |          |

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|            |  |         |            |           |            |          |
|------------|--|---------|------------|-----------|------------|----------|
| Sanitation | 1994 Freightliner Day Cab (53560) wrecked  | 118-254 | 18,650.00  |           |            | 0.00     |
| still have | Curby Deluxe Robot                         | 118-206 | 10,959.10  | 1,095.90  | 5,022.98   | 5,936.12 |
| sold       | MRF Sorting System                         | LBG-49  | 312,000.00 | 20,800.02 | 312,000.00 | 0.00     |
|            | Marck Industries purchased March 9, 2010   |         |            |           |            |          |
|            | Convertacom for MTS Amplifier (476AXC0451) | 118-040 | 828.92     |           | 828.92     | 0.00     |
|            | Security System                            | 118-196 | 1,445.14   | 144.54    | 770.62     | 674.52   |
|            | Compaq Computer w/printer (1MXK4120BGH)    | 118-186 | 1,278.12   | 85.22     | 1,278.12   | 0.00     |
|            | HP Computer DC7600 (2UA644021J)            | 118-272 | 933.12     | 186.61    | 590.91     | 342.21   |
|            | Load Hog Ramp (LH6001065)                  | 118-321 | 4,168.70   | 833.76    | 1,389.60   | 2,779.10 |
|            | L-Return Mahogany Desk                     | 118-087 | 1,254.75   |           | 1,254.75   | 0.00     |
|            | 4000 Shuttle                               | 118-041 | 28,747.00  | 1,916.46  | 28,747.00  | 0.00     |
|            | Leachate Pump                              | 118-246 | 3,893.00   | 259.56    | 973.35     | 2,919.65 |
|            | Leachate Pump                              | 118-247 | 3,893.00   | 259.56    | 973.35     | 2,919.65 |
|            | TroyBilt Pressure Washer                   | 118-273 | 1,048.94   | 69.96     | 227.37     | 821.57   |
|            | 5-Section Wire Shelving                    | 118-234 | 3,091.70   | 618.30    | 2,782.55   | 309.15   |
|            | Enviroscape Setup Video (71005B)           | 118-199 | 919.50     | 91.94     | 482.60     | 436.90   |
|            | Gas Monitor For Leachate Well              | 23-47   | 935.25     | 187.02    | 919.67     | 15.58    |
|            | 1000-gallon Skid Tank                      | 118-032 | 1,016.01   |           | 1,016.01   | 0.00     |
|            | Tiger Boom Mower                           | 118-074 | 14,872.00  | 991.50    | 10,906.00  | 3,966.00 |
|            | Phone System (T3AFSPSB010)                 | 118-174 | 7,450.26   | 745.02    | 5,153.12   | 2,297.14 |
|            | 11-Foot Flatbed Trailer (GE22276)          | 23-59   | 3,663.50   | 610.56    | 1,475.52   | 2187.98  |
|            | 1980 Lufkin Trailer (57548)                | 118-202 | 2,000.00   | 166.68    | 930.63     | 1,069.37 |
|            | 64-foot Utility Trailer                    | 118-191 | 1,250.00   | 104.16    | 546.84     | 703.16   |
|            | 1994 Chevy Truck (09705)                   | 118-004 | 13,909.00  |           | 13,909.00  | 0.00     |
|            | LCA Mobile Radio w/speakers (760SEJ0113)   | 23-16   | 1,168.24   | 116.82    | 681.49     | 486.75   |
|            | Mobile Radio                               | 118-240 | 1,175.05   | 117.48    | 489.50     | 685.55   |
|            | Radio XTL1500 (775CJV0880)                 | 118-340 | 2,027.05   | 202.68    | 219.57     | 1,807.48 |
|            | Radio XTL1500 (775CJV0881)                 | 118-341 | 2,027.05   | 202.68    | 219.57     | 1,807.48 |
|            | Radio XTL1500 (755CJV0882)                 | 118-342 | 2,027.05   | 202.68    | 219.57     | 1,807.48 |
|            | Radio XTL1500 (775CJV0883)                 | 118-343 | 2,027.04   | 202.68    | 219.57     | 1,807.47 |
|            | Spectra C2 Radio (581ARN1105)              | 23-34   | 623.88     | 62.40     | 286.00     | 337.88   |
|            | Spectra C2 Radio (581ARN1166)              | 23-35   | 623.88     | 62.40     | 286.00     | 337.88   |
|            | Spectra C2 Radio (581ARN1214)              | 23-37   | 623.87     | 62.40     | 286.00     | 337.88   |
|            | Spectra C2 Radio (581ARN1200)              | 23-38   | 623.87     | 62.40     | 286.00     | 337.88   |
|            | Spectra C9 Radio (581ARL0607)              | 23-39   | 623.87     | 62.40     | 286.00     | 337.88   |
|            | XTL1500 Radio (775THC0416)                 | 118-294 | 2,321.30   | 232.14    | 599.60     | 1,721.70 |
| Sanitation | XTL1500 Radio (775THC0408)                 | 118-295 | 2,321.29   | 232.13    | 599.59     | 1,721.70 |
|            | Motorola Mobile w/accessories (NC429E)     | 118-113 | 550.00     |           | 550.00     | 0.00     |
|            | Olympic Tumbback Portable Radio (MTS2000)  | 118-037 | 1,134.20   |           | 1,134.20   | 0.00     |

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|                   |   |         |                   |                  |                   |                  |
|-------------------|---|---------|-------------------|------------------|-------------------|------------------|
|                   | Olympic Tumbback Portable (0619051170702) | 118-038 | 1,134.20          |                  | 1,134.20          | 0.00             |
| <b>440,588.85</b> |   |         |                   |                  |                   |                  |
| Fleet Maintenance | Fleet Maint. Software                     | 119-01  | 1,525.95          | 178.04           | 1,525.95          | 0.00             |
|                   | DY-WB60 Dayco Crimper                     | 119-03  | 3,255.00          | 216.98           | 1,574.14          | 2,097.86         |
|                   | Pressure Washer                           | 119-23  | 1,049.47          | 209.88           | 402.27            | 647.20           |
| <b>5,830.42</b>   |   |         |                   |                  |                   |                  |
| Animal Welfare    | 1998 Dodge Pickup (VIN48259)              | 126-34  | 11,240.00         | 624.46           | 11,240.00         | 0.00             |
|                   | (2 Concrete Septic Tanks)                 | 126-05  | 2,000.00          |                  | 2,000.00          | 0.00             |
| <b>13,561.50</b>  | Frigidaire Chest Freezer                  | 126-30  | 321.50            |                  | 0.00              | 0.00             |
|                   |   |         | <b>697,391.01</b> | <b>39,107.82</b> | <b>622,702.14</b> | <b>47,964.59</b> |