

City Council Members

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



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

---

**City of Conway - City Council Meeting**  
**6:30pm - Tuesday, December 14<sup>th</sup>, 2010**  
**The Judge Russell L. "Jack" Roberts District Court Building – 810 Parkway St., Conway, AR 72032**  
**5:30pm - City Council Committee Meeting:**  
**TBD (If Necessary)\***  
**Discussion of FY2011 Budget**

---

Call to Order  
Roll Call  
Minutes: **November 23<sup>rd</sup>, 2010**  
Announcements / Proclamations / Recognition:

**1. Report of Standing Committees:**

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

1. Resolution setting a public hearing to discuss the closing of a 15' utility easement located in the Tommy Lewis Addition PH 2, Lot 3.
2. Consideration of appointments to the City of Conway Building Code Board of Appeals.
3. Consideration/Update on property located at 5135 Lost Canyon.
4. Consideration of 2011 annual materials and services bids for the City of Conway.
5. Consideration of a change order for the Lollie Bottom Road Relocation for the Relocated Conway Airport.
6. Consideration to purchase right of way for the Museum Road Extension @ Siebenmorgen Road to Lower Ridge Road.
7. Ordinance waiving bids for the purchase and repair of traffic signal products for the Street Dept.

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

1. Consideration to approve a Consent Agreement Order with ADEQ in regards to Conway Station Park.
2. Consideration of annual bids on green refuse containers & blue recycling carts for the Conway Sanitation Department.
3. Consideration of to enter into a five year agreement between the Conway Sanitation Department & the Faulkner County Solid Waste Management District.
4. Ordinance appropriating insurance funds for awning repair for the Conway Sanitation Department.

5. Ordinance waiving bids for contracted services in conjunction with the City Landfill testing for the Conway Sanitation Department.

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

1. Consideration to accept bids for a backup solution for the City of Conway IT Department.
2. Ordinance appropriating funds received from various donors to the CFD.
3. Ordinance appropriating and accepting reimbursements and restitution funds from various entities to the CPD.
4. Consideration to approve annual uniform bids for the Conway Police Department.

**D. Finance**

1. Consideration to approve the 2009 additional billing for JPMS Cox.
2. Consideration to approve the 2010 engagement letter from JPMS Cox.

**E. Personnel**

1. Consideration of a letter offering free use of the 365 Fitness facilities, formerly Extreme Fitness, to City employees and retirees for 2011.
2. Consideration of the RFP for Workers Compensation Insurance.  
*(Information to be provided prior to meeting)*
3. Consideration of the RFQ for Legal Representation of Management in Civil Service Hearings.  
*(Information to be provided prior to meeting)*

**F. Old Business**

**G. New Business**

1. Consideration to enter into a franchise agreement with The Greens @ Nutter Chapel.
2. Consideration to enter into a franchise agreement with Green Cart Deli.
3. Consideration of a termination of lease agreement & quickclaim deed for property associated with Industrial Development Revenue Bonds for Acxiom.
4. Resolution of a certain levy to be made upon the assessed valuation of all taxable real estate and personal property tax for raising General Fund Revenues.

**Adjournment**



**City of Conway, Arkansas**  
**Resolution No. R-10- \_\_\_\_\_**

**A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSING OF A FIFTEEN (15) FOOT UTILITY EASEMENT AS SHOWN ON RIGHT OF WAY AND EASEMENT DOC. #2007-5080 (DRAWING ATTACHED)**

**WHEREAS**, a petition has been filed with the City Council of the City of Conway, Arkansas by Kimley-Horn and Associates, Inc., on behalf of Conway C3D, LP to abandon a utility easement as shown on right of way and easement Doc. #20075080 subject to the relocation of a sewer main and restoration of service prior to the closure of a portion of this easement (drawing attached); and

**WHEREAS**, upon the filing of the petition with the City, the City shall set a date and time for a hearing before the City Council for consideration of the petition.

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

1. That the City Council shall hear said petition at its regular meeting to be held at the Judge Russell L. "Jack" Roberts District Court Building, 810 Parkway Street, Conway, Arkansas, on the December 28<sup>th</sup>, 2010 at 6:30 p.m.
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the manner prescribed by law.

**PASSED** this 14<sup>th</sup> day of December, 2010.

**Approved:**

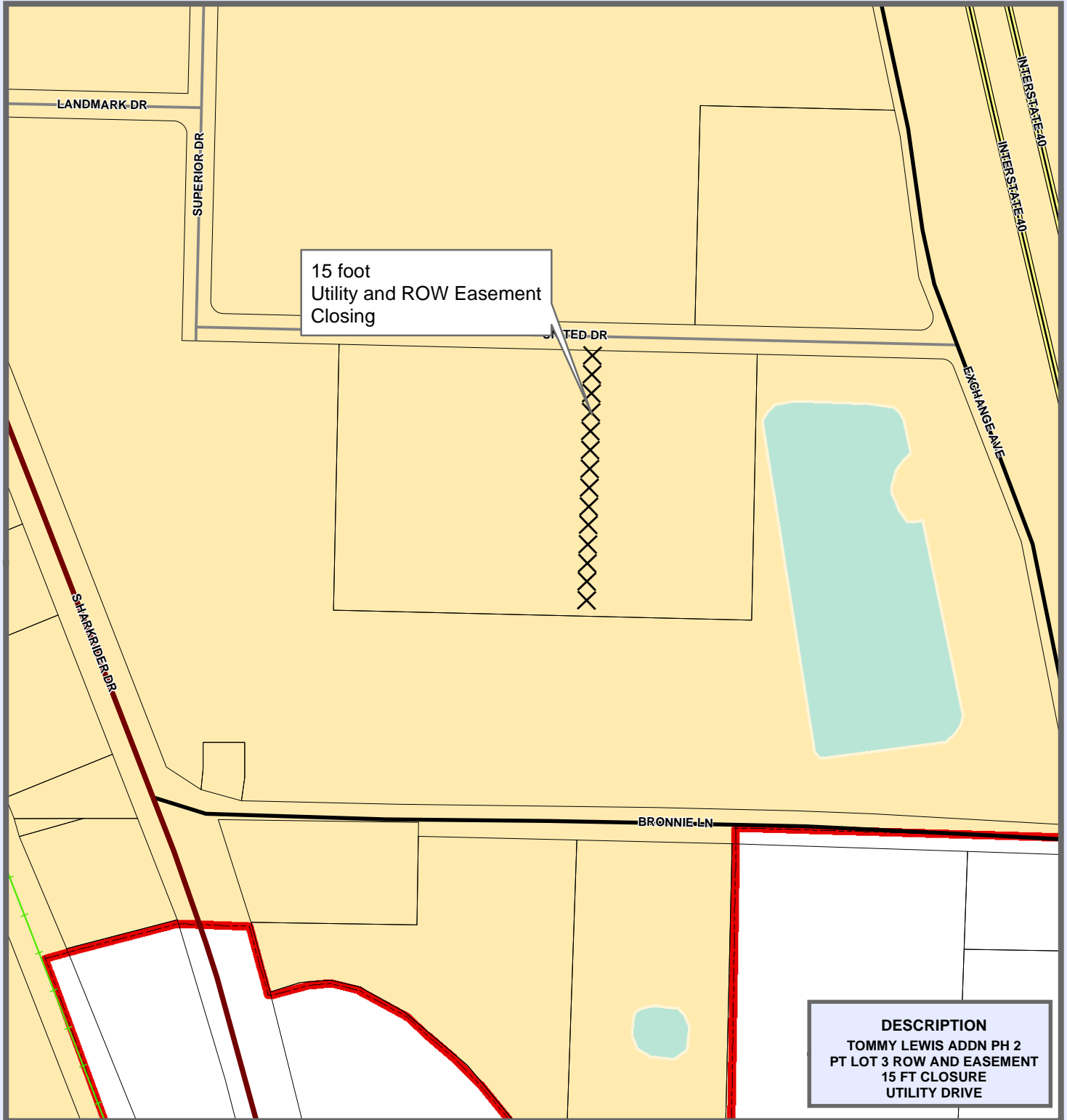
**Attest:**

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

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

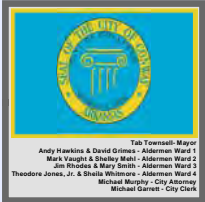
# CITY OF CONWAY

## TOMMY LEWIS ADDN PH 2: PT OF LOT 3 EASEMENT CLOSING

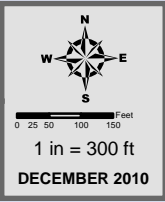


15 foot  
Utility and ROW Easement  
Closing

**DESCRIPTION**  
**TOMMY LEWIS ADDN PH 2**  
**PT LOT 3 ROW AND EASEMENT**  
**15 FT CLOSURE**  
**UTILITY DRIVE**



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



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

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

**CITY OF CONWAY, ARKANSAS**

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

**MEMO**

**TO:** Bryan Patrick – Director of Planning and Development  
**FROM:** Lynn Hicks – Building Official / Assistant Director of  
 Permits, Inspections and Codes Enforcement  
**DATE:** 12-1-10  
**SUBJECT:** Recommendations for Appointment and  
 Re-Appointments to the City of Conway Building  
 Code Board of Appeals

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

<b>Mr. Kevin Rowell</b>	<b>(Alternate Member)</b>	<b>Public Citizen at Large</b>	<b>1 Year Term</b>
<b>Mr. Terry Clowers</b>	<b>(Alternate Member)</b>	<b>Industry Citizen at Large</b>	<b>1 Year Term</b>
<b>Mr. David Nabolz</b>	<b>(Regular Member)</b>	<b>Commercial Contractor</b>	<b>4 Year Term</b>
<b>Mr. Steve Watts</b>	<b>(Regular Member)</b>	<b>Mechanical Contractor</b>	<b>4 Year Term</b>

**The Citizen at Large positions are limited to 1 year terms.**

**Mr. Nabolz and Mr. Watts were appointed to an initial 2 year term in 2008 and are now eligible for a 4 year term.**

**I respectfully request your review and recommendation to City Council for the appointments of Mr. Rowell and Mr. Clowers to 1-year term At Large positions, and the re-appointments of Mr. Naholz and Mr. Watts to 4-year terms at the next City Council meeting.**

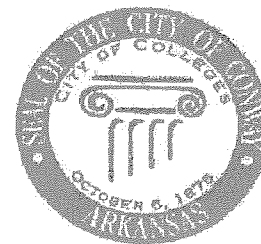
**The applications providing background and credentials for each recommended appointment are attached.**

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

**Thank you**

# CITY OF CONWAY, ARKANSAS

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



## APPLICATION FOR APPOINTMENT TO THE CITY OF CONWAY BUILDING CODE BOARD OF APPEALS

Full Name: Terry W. Clowers  
Address: 3290 Sterner Road Conway, Ar. 72034  
Phone Number: 501-329-8600 Cell Number: 501-730-8950 Fax Number: 501-329-2888  
Email Address: twclowers@gmail.com

Education, Certifications, Licenses and Experience applicable to meeting the qualifications necessary to serve on the Board of Appeals: (Please list qualifications below or attach a resume listing education and experience)

32 years experience construction industry  
Bachelor Science Degree - University of Central Arkansas  
Residential Building Contractors License  
Arkansas Real Estate License - Principal Broker  
Member Faulkner Co HBA

The Board of Appeals consists of a cross-section of the building community with members from specific trades along with two citizens at large.

Please mark the positions for which you are interested and qualified to fill on the Board:

- Architect or Engineer
- Residential Contractor
- Commercial Contractor
- Fire Protection Contractor
- Electrical Contactor
- Mechanical Contractor
- Industry Citizen at Large
- Public Citizen at Large

Thank you for your interest in serving on the City of Conway Building Code Board of Appeals

If you have any questions, please call Lynn Hicks @ 501-450-6107.

# CITY OF CONWAY, ARKANSAS

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



## APPLICATION FOR APPOINTMENT TO THE CITY OF CONWAY BUILDING CODE BOARD OF APPEALS

Full Name: Robert Kevin Rowell

Address: 2 Pin Oak Dr. Conway, AR 72034

Phone Number: 327-1962 Cell Number: 269-8213 Fax Number: 450-5424

Email Address: kevinr@uca.edu

Education, Certifications, Licenses and Experience applicable to meeting the qualifications necessary to serve on the Board of Appeals: *(Please list qualifications below or attach a resume listing education and experience)*

attached  
resume' \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Board of Appeals consists of a cross-section of the building community with members from specific trades along with two citizens at large.

Please mark the positions for which you are interested and qualified to fill on the Board:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Architect or Engineer      | <input type="checkbox"/> Residential Contractor             | <input type="checkbox"/> Commercial Contractor |
| <input type="checkbox"/> Fire Protection Contractor | <input type="checkbox"/> Electrical Contactor               | <input type="checkbox"/> Mechanical Contractor |
| <input type="checkbox"/> Industry Citizen at Large  | <input checked="" type="checkbox"/> Public Citizen at Large |  |

Thank you for your interest in serving on the City of Conway Building Code Board of Appeals





Graduate courses:           Adult Psychopathology  
                                   Advanced Developmental Psychology  
                                   Career Development & Vocational Counseling  
                                   Counseling Practicum  
                                   Group Counseling  
                                   Intellectual Assessment  
                                   Marriage & Family Counseling  
                                   Multivariate Analysis  
                                   Personality Assessment  
                                   Psychoeducational Assessment

### **Professional Activities**

#### *Clinical Work*

Staff Psychologist, Conway Regional Medical Center, Geropsychiatric unit; provide dementia and psychological assessment.

Psychotherapist, Rice-Lewis Clinic; provide adult and marital counseling.

#### *Research/Publications*

Askari, A., Madgaonkar, J.S., & Rowell, R.K. (in press). Assessing thought-control strategies: Cancer and family. *Asian Journal of Development Matters*.

Askari, A., Madgaonkar, J.S., & Rowell, R.K. (in press). Current psychopathological issues among partners of cancer patients. *Journal of Psychosocial Research*.

Rowell, R. K. (2009). Disaster relief: A call to serve. *The Arkansas Psychologist*, 49, 10-11.

Rowell, R. K. (2005). Passing the baton: Enhancing the transition from student to professional. *The Arkansas Psychologist*, 45, 4 & 15.

Bramlett, R. K., Rowell, R. K., & Mandenberg, K. (2000). Predicting first grade achievement from kindergarten screening: A comparison of child and family predictors. *Research in the Schools*.

Bramlett, R. K., Scott, P., & Rowell, R. K. (2000). A comparison of temperament and social skills in predicting academic performance in first graders. *Special Services in the Schools*, 16, 147-158.

- Rowell, R.K. (1997). Kerlinger's practicality myth and the quality of research instruction: An overview of the content of educational research textbooks. *Journal of Experimental Education*, 65, 123-131.
- Rowell, R.K. (1996). Partitioning predicted variance into constituent parts: How to conduct commonality analysis. In B. Thompson (Ed.), *Advances in Educational Research: Vol. 4*, pp. 33-34. JAI press: Greenwich, CT
- Bramlett, R.K., Hall, J., Barnett, D., & Rowell, R.K. (1995). Child developmental/educational status in kindergarten and family coping as predictors of parenting stress: issues for parent consultation. *Journal of Psychoeducational Assessment*.
- Claridge, K.E., Rowell, R.K., Duffy, J., & Duffy, M. (1995). Gender differences in adjustment to nursing home care. *Journal of Geriatric Social Work*.
- Duffy, J., Duffy, M., Claridge, K., & Rowell, K. (1991). Integrating service types and service quality dimensions [Summary]. *Proceedings of the Annual Meeting of the Decision Sciences Institute*. Miami Beach, FL.
- Rowell, R.K. (1990). Overcoming role loss: A structured group for men in nursing homes. *The Clearinghouse*. Austin, TX: University of Texas, Counseling and Mental Health Center.

### ***Recent Presentations***

- Abadi, M., Rowell, R. K., & Madgoankar, J. (February, 2008). *The effectiveness of play therapy and yoga in reducing inattention and hyperactivity symptoms in Iranian children with ADHD*. Presented at the annual meeting of the Southwest Educational Research Association, New Orleans, LA.
- Rowell, R. K., & Basavarajappa. (February, 2007). *A cross-cultural examination of verbal fluency between graduate students in America and India: A pilot study*. Presented at the annual meeting of the Southwest Educational Research Association, San Antonio, TX.
- Rowell, R. K. (chair) (Aug, 2006). *Arkansas' recent defense of independent practice: Tactics and strategies learned*. Symposium presented at the annual meeting of the American Psychological Association, New Orleans, LA.
- Rowell, R. K. (Oct. 2005). *Responding to student evacuees from Hurricanes Katrina and Rita*. Presented to the monthly meeting of the UCA Teacher's United, Conway, AR.
- Rowell, R.K. (Aug, 2005). *Helping children cope with death and divorce*. Workshops conducted at the annual continuing education conference of the Conway Human Development Center, Conway, AR.

- Rowell, R. K. (July, 2005). *The integration of human personality theory into a personal worldview: Current beliefs among upper division college students in a Southern secular university*. Paper presented at the annual meeting of the International Institute for Christian Studies, Kansas City, KS.
- Dodd, A. & Rowell, R. K. (February, 2005). *Word fluency vs. Clock drawing: Which is the better screening device for dementia*. Presented at the annual meeting of the Southwest Educational Research Association, New Orleans, LA.
- Johnson, A. & Rowell, R. K. (February, 2004). *An analysis of aggression and personality traits in predicting recidivism in juvenile delinquents..* Presented at the annual meeting of the Southwest Educational Research Association, Dallas, TX.
- Rowell, R. K., & Blair, B. (February, 2004). *Educational effects on the validity of the Neurobehavioral Cognitive Status Examination*. Presented at the annual meeting of the Southwest Educational Research Association, Dallas, TX.
- Booher, S., Rowell, R. K., & Barile, A. (February, 2003). *Juvenile recidivists: An intellectual and academic profile*. Presented at the annual meeting of the Southwest Educational Research Association, San Antonio, TX.
- Rowell, R. K. (chair) (February, 2001). *The aging research imperative: Important directions in research and education*. Symposium presented at the annual meeting of the Southwest Educational Research Association, New Orleans, LA.
- Rowell, R. K. (January, 2000). *The aging research imperative: Where to go and how to get there*. Presented at the annual meeting of the Southwest Educational Research Association, Dallas, TX.

### ***Recent Invited Workshops, Seminars, and Lectures***

- Rowell, R. K. (June, 2010). *Providing mental health in disasters*. Workshop presented on behalf of the Indian Association of Clinical Psychologists in five cities in India: Mysore, Ahmedabad, Hyderabad, Calcutta, and Delhi.
- Rowell, R. K. (April, 2010). *Life-Span development: Assisting clients through developmental life changes*. Workshop presented at the annual meeting of the Arkansas Mental Health Counselors Association, Little Rock, AR.
- Rowell, K. (January, 2009). *Basics of the MMPI-2 Administration*. Invited workshop for the Department of Psychology, University of Mysore, Mysore, India.
- Rowell, K. (August, 2008). *Brief Solution Focused Therapy*. Invited workshop for the Department of Psychology, University of Mysore, Mysore, India.

- Rowell, K. (Fall semester, 2007). *Practical in counseling skills*. Course taught as visiting professor to the Department of Psychology, University of Mysore, Mysore, India.
- Rowell, K. (November, 2007). *An overview of multivariate analysis in psychology*. Invited lecture for the Department of Psychology, University of Mysore, Mysore, India.
- Rowell, K., & McNeir, L. (November, 2006). *Career Pathways in Psychology*. Conference to provide psychology students an opportunity to learn about career options in psychology. Conway, AR.
- Rowell, K. (March, 2006). *Assessment of dementia in the United States*. Invited lecture for the Department of Psychology, University of Mysore, Mysore, India.
- Rowell, K. (March, 2006). *Interpersonal Psychotherapy*. Invited 3-day workshop for the Department of Psychology, University of Mysore, Mysore, India.
- Rowell, K. (November, 2004). *Diagnosis and Assessment of dementia in the United States*. Invited lecture for the Department of Psychology, Osmania University, Hyderabad, India.
- Rowell, R. K. (August, 2004). *Developing partnerships with parents of preschoolers*. Workshop conducted at the annual Arkansas Early Childhood Conference, Jonesboro, AR.
- Rowell, R. K. (August, 2004). *Tempering temper tantrums..* Workshop conducted at the annual Arkansas Early Childhood Conference, Jonesboro, AR.
- Rowell, R. K. (November, 2002). *Raising emotionally healthy children*. Continuing education workshop for the University of Arkansas Medical School Head Start Providers, North Little Rock, AR.
- Rowell, R. K. (May, 2002). *Expectations in the supervisory relationship: Who brings what to the table*. Workshop presented at the annual meeting of the Arkansas Mental Health Counselors Association, Fayetteville, AR.
- Rowell, R. K. (Jan. 2002). *Dealing with emotional aftermath of terrorism*. Workshop conducted at the annual continuing education conference of the Arkansas State and County Clerks Association, North Little Rock, AR.

### ***Research and Grant Support***

- Rowell, R. K. (2006). UCA Foundation Grant. *Indian Psychology and Meditation*. Invited lecture by Dr. Kiran Kumar, the University of Mysore, India. \$457.62.
- Rowell, R. K. (2006). Provost Faculty Enhancement Grant Award, University grand prize \$2000.00 for travel to India to develop research collaboration with the University of Mysore.

Rowell, R.K. (1997). *Evaluation of the Arkansas Methadone Treatment program*. Sponsored by the Center for Substance Abuse Treatment. \$4000.00.

Zolten, A.J., & Rowell, R.K. (1993). *An evaluation of Arkansas: Methadone Treatment program for opiate abusers*. Bureau of Alcohol and Drug Abuse Prevention; \$17,500.

Zolten, A.J., & Rowell, R.K. (1993). *An evaluation of Arkansas' diversion-treatment program for substance abusing defendants*. State Justice Institute grant no. SJI-93-11H-A-201; \$4000.00.

## **Professional Service Activities**

### *University Committees*

*Served on 8 university, 5 college, and 7 departmental committees..*

### *Professional Membership*

American Psychological Association, 1988-present.

South Regional representative on the Disaster Response Network Advisory Committee  
APA Division 17 & 20, 1988-present.

Co-chair, Division 17 Special Interest Group on Aging & Adult Development,  
1995-2002. Division 17 Program Committee, 1995.

Arkansas Psychological Association, 1992-present

President Elect, 2010

Vice President Elect, 2009

Executive Board member-at-large, 2005-2008

Panel member Special Legislative Task Force for Licensure Revision (one of four  
Psychologists), 2004-2005.

State Disaster Response Network Coordinator, 2006-present

Legislative ad hoc Committee, 2007

Membership Committee, 2006

Nominating Committee, 2006

Professional Development Committee, 2006-2007

Gerontological Society of America, 1990-1992; 1999-present.

Southwest Educational Research Association, 1990-present;

Division 5 Program Chair, 1997-2005

Executive Council member-at-large, 2000-2005.

### *Community Service*

American Red Cross Disaster Mental Health Supervisor, 1997-present

*Instructor for "Foundations of Disaster Mental Health". Conducted three all-day workshops for master's level clinicians and psychologists to train practitioners as ARC disaster mental health volunteers.*

*Provided crisis counseling for victims and mental health support for Red Cross workers in 8 national and numerous local/state disasters.*

Arkansas State Science Fair Judge  
Gerontology division, 1999-2004  
Overall judge, 2005

### **Awards, Scholarships, and Honors**

University of Central Arkansas Faculty Service Award, 2009.

Volunteer of the Year, Arkansas Psychological Association, 2008.

Finalist (one of four) for University of Central Arkansas Faculty Service Award, 1999, 2000, 2001.

Texas A&M University Board of Regents Fellowship, 1988-1991.

Texas A&M University Academic Excellence Scholarship, 1990-1991.

Texas Psychological Association Graduate Student Research Award, Second Place, 1990.

Phi Kappa Phi Honor Society, 1991.

**CITY OF CONWAY, ARKANSAS**

Department of Planning &amp; Development

1201 Oak Street Conway, Arkansas 72032

J. Lynn Hicks, CBO - Building Official / Assistant Director of

Permits, Inspections &amp; Code Enforcement

Phone 501-450-6107 Fax 501-450-6144

**MEMO**

**TO: Bryan Patrick**  
**FROM: Lynn Hicks**  
**DATE: 12-9-10**  
**SUBJECT: 5135 Lost Canyon**

**On September 14, 2010 the Conway City Council passed Ordinance R-10-53 ordering the demolition of the unsafe structure located at 5135 Lost Canyon Drive.**

**In accordance with the city ordinance, a 30 day time frame was provided to allow the owner a final opportunity to initiate repairs or demolition before the City initiated the demolition process.**

**On October 14, 2010, after confirmation of no effort on the part of the owner to effect the necessary repairs or demolition, the City initiated the posting of an advertisement soliciting bids for the demolition of the structure.**

**The bid opening was held on November 29, 2010 with four bids being received.**

**The next step in the demolition process requires the bids to be submitted to the City Council for review and approval of the best bid and the approval of a contract with the selected bidder to demolish the structure.**

**On, or about December 1, 2010, a copy of a real estate contract was provided which shows a signed contract between the current owners (the Keeling) of the property and a new buyer (Mr. Donny L. Quick). The closing for the transfer of ownership is scheduled for December 15, 2010.**

**Barring a different directive from City Council or the City Attorney, I would recommend the presentation of demolition bids for the demolition of the structure be held until the December 28, 2010 Council meeting to allow for the completion of the real estate sale of the property to occur.**

**With a change of ownership in the property the condemnation and demolition process granted to the previous owner would be reset to allow the new owner appropriate due process.**

**Please advise if you have recommendations for a different direction.**

**Cc: Mike Murphy – City Attorney**



**MEMORANDUM**

TO: MAYOR TAB TOWNSELL

FROM: RONNIE HALL, P.E.  
CITY ENGINEER

DATE: December 8, 2010

REFERENCE: 2011 ANNUAL MATERIALS AND SERVICES BIDS

I have attached a summary of the bids opened on December 8, 2010 for 2011 annual materials and services utilized by the Street Department. We request award of the bids as follows:

<b><u>MATERIALS OR SERVICE</u></b>	<b><u>CONTRACTOR</u></b>	<b><u>PRICE</u></b>
Asphalt Pre-Mix	Rogers Group	\$80.00/Ton
Asphalt Hot Mix FOB Plant	Rogers Group	\$65.00/Ton
In Place Asphalt Surface(PG 64-22)	Rogers Group	\$66.00/Ton
In Place Asphalt Surface(PG 70-22)	Rogers Group	\$71.00/Ton
In Place Asphalt Binder (PG 64-22)	Rogers Group	\$60.00/Ton
Crushed Stone FOB El Paso	Webco	\$7.53/Ton
Crushed Stone Delivered	Webco	\$11.40/Ton
Ballast Stone Delivered	Webco	\$12.74/Ton
Stone Backfill delivered	Webco	\$11.94/Ton
Riprap delivered	Webco	\$18.39/Ton
Concrete Class A	Mallard	\$82.27/CY
Concrete Class S	Mallard	\$84.43/CY
Added Cost for 1% Calcium added	Mallard	\$4.00/CY
Reinforced Concrete Pipe:		
12"	Scurlock	\$8.77/Ft.
15"	Scurlock	\$12.08/Ft.
18"	Scurlock	\$14.17/Ft.
24"	Scurlock	\$20.61/Ft.
30"	Scurlock	\$29.81/Ft.
36"	Scurlock	\$45.64/Ft.
42"	Scurlock	\$57.60/Ft.
48"	Scurlock	\$69.93/Ft.
Concrete Blocks:	Conway Block Company	
Standard Weight Concrete Blocks		\$1.48/Ea.
Interlocking Retaining Wall Blocks		\$5.00/Ea.
Concrete Work:		
4" Curb & Gutter	Lasker Brothers	\$4.00/L.F.
6" Curb & Gutter	Lasker Brothers	\$5.00/L.F.
Sidewalk	Lasker Brothers	\$1.00/SF
Concrete Pavement Repair	Morrison Home & Remodling	\$6.33/S.Y.
Removal of Unsuitable Subgrade	Morrison Home & Remodling	\$6.33/C.Y.
Place and Shape Stone Backfill	Morrison Home & Remodling	\$6.33/C.Y.

Gasoline & Diesel:

Reg. Unleaded Gasoline

M.M. Satterfield

\$2.6280/Gal.

Diesel

M.M. Satterfield

\$2.6620/Gal.

**CITY OF CONWAY**

**SUMMARY OF ANNUAL BIDS FOR STREET DEPARTMENT TYPE WORK  
FOR YEAR 2011**

<b>ASPHALT</b>	ROGERS				2010
	GROUP	JAY-PAC	REDSTONE CONSTR.	CRANFORD CONS'	LOW BID
PRE-MIX	<b>\$80.00</b> /TON	\$96.97 /TON	\$75.00 /TON	\$ 75.00 /TON	\$84.50 /TON
HOT MIX FOB PLANT	<b>\$65.00</b> /TON	\$64.65 /TON	NO-BID /TON	\$ 58.55 /TON	\$65.00 /TON
INPLACE ASPHALT (PG 64-22)	<b>\$66.00</b> /TON	NO-BID /TON	\$77.50 /TON	\$ 70.54 /TON	\$72.00 /TON
INPLACE ASPHALT SURFACE (PG 70-22)	<b>\$71.00</b> /TON	NO-BID /TON	\$82.00 /TON	\$ 73.86 /TON	/TON
INPLACE ASPHALT BINDER PG (64-22)	<b>\$60.00</b> /TON	NO-BID /TON	\$73.00 /TON	\$ 66.29 /TON	\$67.00 /TON

<b>CRUSHED STONE BASE COURSE</b>	ROGERS GROUP	WEBCO	REDSTONE	2010 LOW BID
CRUSHED STONE FOB PLANT	\$9.02 /TON (GBR)	<b>\$7.53</b> /TON	NO BID /TON	\$6.99 /TON
CRUSHED STONE DELIVERED TO STREET DEPT.	\$12.80 /TON	<b>\$11.40</b> /TON	\$13.50 /TON	\$10.86 /TON
BALLAST STONE DELIVERED TO STREET DEPT.	\$13.77 /TON	<b>\$12.74</b> /TON	\$14.00 /TON	\$12.20 /TON
STONE BACKFILL DELIVERED TO STREET DEPT.	\$13.77 /TON	<b>\$11.94</b> /TON	\$14.50 /TON	\$11.40 /TON
RIPRAP DELIVERED TO STREET DEPARTMENT	\$19.44 /TON	<b>\$ 18.39</b> /TON	\$15.00 /TON	\$ 17.85 /TON

<b>CONCRETE</b>	MALLARD	GREENBRIER READY	2010 LOW BID
CLASS A CONCRETE	<b>\$82.27</b> /C.Y.	\$84.70	\$84.35 /C.Y.
CLASS S CONCRETE	<b>\$84.43</b> /C.Y.	\$86.58	\$87.14 /C.Y.
1% ADDED CALCIUM	<b>\$4.00</b> /C.Y.	\$2.82	\$4.00 /C.Y.

<b>CONCRETE PIPE:</b>	SIZE	HANSON PIPE	Scurlock Industries	2010 LOW BID
	12"	\$9.48 /FOOT	<b>\$8.77</b>	\$9.05 /FOOT
	15"	\$13.80 /FOOT	<b>\$12.08</b>	\$12.50 /FOOT
	18"	\$15.41 /FOOT	<b>\$14.17</b>	\$14.89 /FOOT
	24"	\$22.46 /FOOT	<b>\$20.61</b>	\$22.75 /FOOT
	30"	\$32.58 /FOOT	<b>\$29.81</b>	\$32.90 /FOOT
	36"	\$49.89 /FOOT	<b>\$45.64</b>	\$46.75 /FOOT
	42"	\$63.00 /FOOT	<b>\$57.60</b>	\$58.38 /FOOT
	48"	\$75.76 /FOOT	<b>\$69.93</b>	\$74.01 /FOOT

<b>CONCRETE BLOCKS:</b>	Conway Block	2009 LOW BID
STANDARD WEIGHT CONCRETE BLOCKS (8"x8"x16")	<b>\$1.48</b> /EA.	\$1.49 /EA.
INTERLOCKING RETAINING WALL BLOCKS(6"x16"x12")	<b>\$5.00</b> /EA.	\$5.12 /EA.

**CONCRETE WORK (MATERIALS FURNISHED BY CITY):**

	LASKER BROTHERS	REDSTONE	MORRISON HOMES & PALADINO-NASH	2010 LOW BID
4" HIGH ROLL CURB & GUTTER	<b>\$4.00</b> /FOOT	\$30.00 /FOOT	\$8.67 /FOOT	\$ 6.15 /FOOT
6" HIGH UPRIGHT CURB & GUTTER	<b>\$5.00</b> /FOOT	\$30.00 /FOOT	\$8.67 /FOOT	\$ 6.40 /FOOT
FORM POUR AND FINISH SIDEWALK	<b>\$1.00</b> /S.F.	\$9.00 /S.F.	\$1.81 /S.F.	\$ 3.15 /S.F.
CONCRETE PAVEMENT REPAIR	NO BID / S.Y.	\$43.00 / S.Y.	<b>\$6.33</b> / S.Y.	\$ 22.00 / S.Y.
REMOVAL OF UNSUITABLE SUBGRADE	NO BID /C.Y.	\$22.50 /C.Y.	<b>\$6.33</b> /C.Y.	\$ 16.00 /C.Y.
PLACE AND SHAPE STONE BACKFILL	NO BID /C.Y.	\$39.00 /C.Y.	<b>\$6.33</b> /C.Y.	\$ 14.00 /C.Y.

**GASOLINE & DIESEL**

	M.M. SATTERFIELD OIL	2010 LOW BID
REG. UNLEADED GAS	<b>\$2.6280</b> /GAL.	\$2.0398 /GAL.
DIESEL FUEL	<b>\$2.6620</b> /GAL.	\$2.1015 /GAL.

**MEMORANDUM**

TO: MAYOR TAB TOWNSELL

FROM: RONNIE HALL, P.E.  
CITY ENGINEER

DATE: December 9, 2010

REFERENCE: Lollie Road Relocation for  
Relocated Conway Airport

I have attached for your approval Change Order No. 1 for the above referenced project.

This Change Order changes the road pavement from asphalt to concrete. A 6" thickness of Concrete Paving over a 6" thickness of crushed stone base course is proposed instead of the 3.5" of asphalt over a 10" crushed stone base course as included in the original plans. There is no change in contract amount due to this change. The finished road will have a 24 foot wide pavement surface with 6' gravel shoulders.

The proposed concrete pavement section should be equal in durability to the asphalt roadway. It is likely that this change will allow the concrete paving to be completed this winter after the usual asphalt paving has stopped due to cold weather.

Also included in this change order is a increase in earthwork due to a field change in alignment and grade in order to avoid adversely impacting the adjacent property. This change resulted in an increase of \$3,778.49.



### Construction Contract Change Order

<b>Project:</b> City of Conway - Lollie Road Relocation Garver Job No. 0805-0523	<b>Change Order No.</b> 1  <b>Date Prepared:</b> December 2, 2010
<b>Owner:</b> City of Conway 1201 Oak Street Conway, Arkansas 72032	<b>Contractor:</b> Weaver-Bailey Contractors, Inc P.O. Box 60 El Paso, Arkansas 72045

**Description of Work Included in Contract**  
Lollie Road Relocation

- Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)**
- A. Due to shift in alignment additional material will be required to build to grade.
  - B. Due to the change in typical section, ACHM Surface Course was reduced to 15 tons to allow for construction of tie ins
  - C. Due to the change in typical section, ACHM Binder Course was reduced to 20 tons to allow for construction of tie ins
  - D. Due to change in typical section, Aggregate Base Course (Class 7) was reduced from 10" to 6" in Lollie Road Typical Section. Sand Gap Road Typical Section was changed to 10" of Aggregate Base Course (Class 7)
  - E. Typical section was changed to 6" of Portland Cement Concrete Pavement

Attachments:

Contract Changes	Bid Item No.	Bid Item Description	Original Estimated Quantity	Unit of Measure	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost
A.	SS-210-6.2	Embankment Construction	8,673	C.Y.	\$7.50	9,173	\$7.50	\$65,047.50	\$68,797.50
B.	SS-220-5.1A	ACHM Surface Course	684	TON	\$68.74	15	\$68.74	\$47,018.16	\$1,031.10
C.	SS-220-5.1B	ACHM Binder Course	999	TON	\$63.01	20	\$63.01	\$62,946.99	\$1,260.20
D.	SS-221-5.1	Aggregate Base Course (Class 7) 6" Portland Cement Concrete	7,734	TON	\$16.50	5,606	\$16.50	\$127,611.00	\$92,499.00
E.	C.O.1-1	Pavement	0	S.Y.	\$0.00	7,974	\$17.91	\$0.00	\$142,814.34
<b>Summation of Cost</b>								<b>\$302,623.65</b>	<b>\$306,402.14</b>
<b>Net Cost for this Change Order</b>									<b>\$3,778.49</b>

<b>Estimated Project Cost</b>	<b>Estimated Project Cost</b>	<b>Time Change</b>	
Original Contract Amount	\$381,710.95	Original Contract Start Date	November 8, 2010
Previously Approved Changes	\$0.00	Original Contract Time (calendar days)	100
This Change Order	\$3,778.49	Additional Calendar Days granted by this Change Order	0
New Contract Amount	\$385,489.44	New Contract Time (calendar days)	100
		New Construction Completion Date	February 16, 2011

**THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS**

<b>ISSUED FOR REASONS INDICATED ABOVE</b> Engineer: Garver	 _____ Engineer's Signature	P.M. _____ Title	12/3/10 _____ Date
<b>ACCEPTED BY CONTRACTOR</b>	 _____ Contractor's Signature	Gen. Supl. _____ Title	12-2-10 _____ Date
<b>APPROVED BY OWNER</b>	_____ Owner's Signature	_____ Title	_____ Date



**MEMORANDUM**

TO: MAYOR TAB TOWNSELL

FROM: RONNIE HALL, P.E.  
CITY ENGINEER

DATE: December 9, 2010

REFERENCE: Museum Road Extension  
Siebenmorgen Road to Lower Ridge Road

We have received the appraisals (Coats Appraisal Services) for the right of way required to construct the Roundabout at Museum and Siebenmorgen. A value of about \$5.00 per square foot was used for all parcels and is summarized below.

Northwest Corner – Theresa Marie Simon Trust -	0.462 Ac.	\$100,000
Southwest Corner – Greg Wren	0.180 Ac.	\$39,000
Southeast Corner – Rose Freyaldenhoven	0.264 Ac.	\$57,000
Northeast Corner – Greg Wren	<u>0.023 Ac.</u>	<u>\$5,000</u>
Total	0.929 Ac.	\$201,000

I have attached a plan showing the easement required for the Roundabout and a copy of the comparable sales used by the appraiser to arrive at the market value for each parcel.

I have been in contact with each of the impacted parties and they are generally agreeable to provided the easement, but would like a higher value for their property. In addition, to the value the following additional considerations were requested.

#### Northwest Corner (Simon Property)

- Remove existing barn and foundation located adjacent to road. Delay removal until after May to allow material stored in barn to be removed.
- Construct asphalt driveway (36' wide) off Museum Road near north end of existing barn to connect to existing paved area.
- Replace existing barbed wire fence north of barn with decorative fence similar to that along CHDC property.
- Construct 4' high board fence from new driveway on Museum along Roundabout to Museum to shield house from headlights and reduce road noise.
- Move portable building to exist concrete slab north of house.
- City to pay all closing cost.
- Remove two existing brush and debris piles on property.
- The removal of the barn would allow the inset included in the original easement description around the barn to be eliminated and the easement line to continue a uniform distance off the road. This would add increase the easement area to 20,546 square feet. At \$5.00 per square foot the price would be \$102,730.

Southeast Corner – Rose Freyaldenhoven Property

- Not prohibit Driveway access to property beyond the limits of the Roundabout. Allow driveways off Siebenmorgen Road east of a point 135 feet off the centerline of Museum. Allow driveways off Museum south of a point 175 feet off the center of Siebenmorgen.
- Remove existing brush pile on property.
- Use the exact square footage of 11,509 square foot at \$5.00 per square foot in computing the property value.

I am requesting approval to pay the value of \$5.00 per square foot for these properties with the added conditions shown above. Using the exact area of each parcel the values would be summarized as follows:

Northwest Corner – Theresa Marie Simon Trust -	20,546 S.F. @ \$5.00	\$102,730
Southwest Corner – Greg Wren	8,266 S.F. @ \$5.00	\$41,330
Southeast Corner – Rose Freyaldenhoven	11,509 S.F. @ \$5.00	\$57,545
Northeast Corner – Greg Wren	996 S.F. @ \$5.00	<u>\$4,980</u>
Total		\$206,585

If these amounts are not accepted and no supporting appraisals presented for additional value, I am requesting that you authorize the City Attorney to prepare the necessary documents to utilize eminent domain proceeding to obtain this property. This process would allow us to deposit the appraised value with the courts, obtain immediate possession of the property and allow the final value to be determined by the courts based on evidence presented at a hearing.

In order to avoid delays in completing this project we need to obtain these properties at the earliest possible date.

S87°57'02"E  
25.00

N02°02'58"E 384.72'

S02°02'57"W 544.51'

THREASA MARIE SIMON TRUST

PART OF SE 1/4, NE 1/4  
SECTION 6, T-5-N, R-13-W

PARCEL 1  
0.462 AC. ROW DEDICATION  
THREASA MARIE SIMON TRUST

SOUTHWEST CORNER  
SW 1/4, NW 1/4 SEC. 5  
T-5-N, R-13-W

PART OF LOT 1  
WREN SUBDIVISION  
PLAT BOOK J PAGE 18

PARCEL 2  
0.023 AC. ROW DEDICATION  
GREG WREN PROPERTY

SIEBENMORGAN RD  
800.25'

SIEBENMORGAN RD

Road Easement  
As per Deed Reservation

FUTURE ROW DEDICATION

FUTURE DRIVEWAY ACCESS  
NOT PROHIBITED THIS AREA

PARCEL 4  
0.18 AC. ROW DEDICATION  
GREG WREN PROPERTY

PARCEL 3  
0.264 AC. ROW DEDICATION  
FREYALDENHOVEN  
PROPERTY

PART OF NE 1/4, SE 1/4  
SECTION 6, T-5-N, R-13-W

PART OF NW 1/4, SW 1/4  
SECTION 5, T-5-N, R-13-W

329'

60' ROW as Dedicated on Plat F-31  
Museum Rd.  
Con-Ark 1-40 Commercial Sub.

FUTURE DRIVEWAY ACCESS  
NOT PROHIBITED THIS AREA

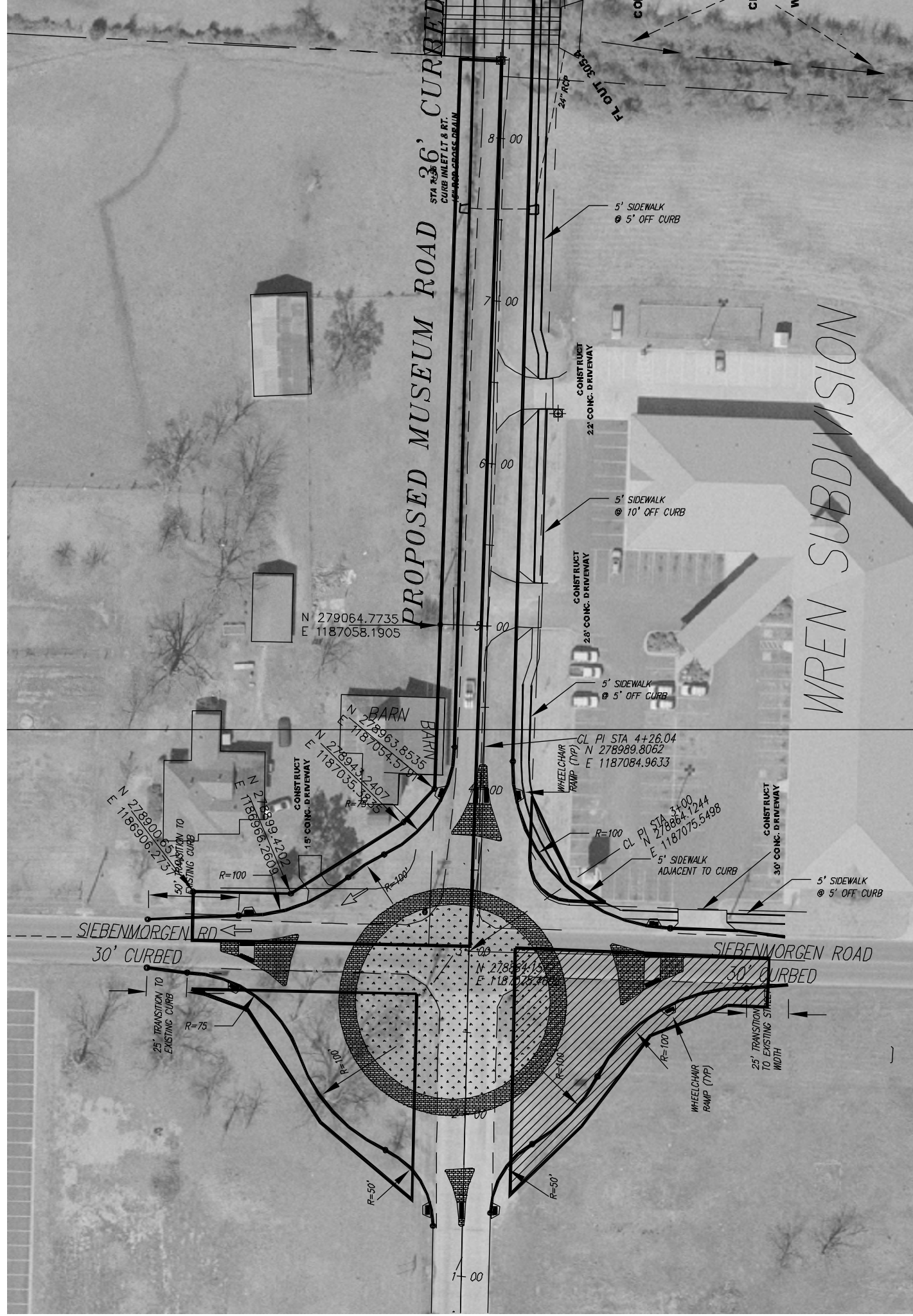
260.21'

ADDITIONAL RIGHT OF WAY  
MUSEUM RD. AT SIEBENMORGEN RD.  
CONWAY, ARKANSAS  
OCTOBER 25, 2010



PROPOSED MUSEUM ROAD

WREN SUBDIVISION



36' CURB

5' SIDEWALK @ 5' OFF CURB

CONSTRUCT 22' CONC. DRIVEWAY

5' SIDEWALK @ 10' OFF CURB

CONSTRUCT 28' CONC. DRIVEWAY

5' SIDEWALK @ 5' OFF CURB

CL PI STA 4+26.04  
N 278989.8062  
E 1187084.9633

CONSTRUCT 30' CONC. DRIVEWAY

5' SIDEWALK @ 5' OFF CURB

SIEBENMORGEN RD  
30' CURBED

SIEBENMORGEN ROAD  
30' CURBED

N 278864.1244  
E 1187075.5498

25' TRANSITION TO EXISTING CURB

25' TRANSITION TO EXISTING STREET WIDTH

WHEELCHAIR RAMP (W/R)

R=50'

R=50'

R=100'

R=100'

R=100

R=100'

R=100'

R=100

R=100'

R=100'

R=100'

R=100'

R=100'

R=100'

R=100'

R=100'

R=100'

R=100'

R=100'

N 278900.0555  
E 1186906.2757

N 278939.4202  
E 1186906.2609

N 278943.2407  
E 1187035.3835

N 278963.8535  
E 1187054.5797

N 278964.7735  
E 1187058.1905

N 278989.8062  
E 1187084.9633

N 278864.1244  
E 1187075.5498

N 278864.1244  
E 1187075.5498

N 278864.1244  
E 1187075.5498

N 278864.1244  
E 1187075.5498

N 278864.1244  
E 1187075.5498

STA 3+33  
CURB INLET & RT.  
W/ 1000' CONC. DRAIN

8'-00"

7'-00"

6'-00"

5'-00"

4'-00"

3'-00"

2'-00"

1'-00"

1'-00"

FL OUT 305.4

8'-00"

7'-00"

6'-00"

5'-00"

4'-00"

3'-00"

2'-00"

1'-00"

8'-00"

7'-00"

6'-00"

5'-00"

4'-00"

3'-00"

2'-00"

8'-00"

7'-00"

6'-00"

5'-00"

4'-00"

3'-00"

2'-00"

8'-00"

7'-00"

6'-00"

5'-00"

4'-00"

3'-00"

2'-00"

8'-00"

7'-00"

6'-00"

5'-00"

4'-00"

3'-00"

2'-00"

8'-00"

7'-00"

6'-00"

5'-00"

4'-00"

3'-00"

2'-00"

8'-00"

7'-00"

6'-00"

5'-00"

4'-00"

3'-00"

2'-00"

8'-00"

7'-00"

6'-00"

5'-00"

4'-00"

3'-00"

2'-00"

8'-00"

7'-00"

6'-00"

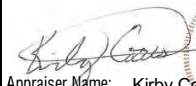
5'-00"

4'-00"

3'-00"

2'-00"

# LAND APPRAISAL SUMMARY REPORT

TRANSFER HISTORY	My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.							
	Data Source(s): <b>Assessors Office</b>							
	1st Prior Subject Sale/Transfer		Analysis of sale/transfer history and/or any current agreement of sale/listing: <u>The subject is not under contract of sale and has not been listed within the past year to the knowledge of the appraiser. The subject is part of a larger tract and there have been no sales on the subject property within the past three years.</u>					
	Date: N/A							
SALES COMPARISON APPROACH	2nd Prior Subject Sale/Transfer							
	Date: N/A							
	Price:							
	Source(s):							
SALES COMPARISON APPROACH	FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
	Address	Sevenmorgan Road & Museum Conway, AR 72034-6141	1201 N. Museum Road Conway		1150 E. German Lane Conway		535 Amity Road Conway	
	Proximity to Subject		0.16 miles S		1.08 miles SE		0.84 miles S	
	Sale Price	\$ N/A	\$ 460,000		\$ 98,000		\$ 850,000	
	Price/ Sq.Ft.		\$ 3.94		\$ 2.59		\$ 8.95	
	Data Source(s)	Property Visit	Courthouse		Courthouse		Courthouse	
	Verification Source(s)	Plat	MLS 10173487		MLS 10241557		MLS 10229970	
	VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust	DESCRIPTION	+(-) \$ Adjust	DESCRIPTION	+(-) \$ Adjust
	Sales or Financing Concessions	N/A	Cash		Cash		Cash	
		N/A	None Known		None Known		None Known	
	Date of Sale/Time	N/A	11/24/09		03/30/10		06/28/10	
	Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
	Location	Urban/Average	Urban/Average	0	Urban/Average	0	Urban/Good	-80,000
	Site Area (in Sq.Ft.)	20,125	116,741	-380,667	37,897	-46,029	94,961	-669,782
	Topography	Mostly Level	Mostly Level/Flood	+20,125	Mostly Level	0	Mostly Level	0
Improvements	None	Improvements	0	House/O.Bldngs	0	None	0	
Size	Average	Average	0	Average	0	Average	0	
Net Adjustment (Total, in \$)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -360,542	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -46,029	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -749,782	
Adjusted Sale Price (in \$)			\$ 99,458		\$ 51,971		\$ 100,218	
Summary of Sales Comparison Approach <u>All of the sales used are considered to be the best available at the time the report was completed. Sale one is located just north of the subject property and is the site of the old Conway Fun Park. This sale is adjusted 25% for flood zone influence as well as for the cost to remove the existing improvements. Sale two is located just north of the new Harps grocery store on East German Lane. This sale is also adjusted for the removal of the existing improvements. Sale three is located on the south side of East Oak Street behind the Chevrolet dealership. This property sold as a site for a hotel. Typical site adjustments were made on a per square foot basis on each sale. All adjustments were made on the comparables to the subject.</u>								
PUD	<b>PROJECT INFORMATION FOR PUDs (if applicable)</b> <input type="checkbox"/> The Subject is part of a Planned Unit Development.							
	Legal Name of Project: N/A							
	Describe common elements and recreational facilities: N/A							
RECONCILIATION	<b>Indicated Value by: Sales Comparison Approach</b> \$ 100,000 or \$ 4.97 per Sq.Ft.							
	Final Reconciliation <u>Only the sales comparison approach was completed in this appraisal as this is the only applicable approach for the valuation of land in this area. Site size is based on the survey included in this report.</u>							
	This appraisal is made <input checked="" type="checkbox"/> "as is", or <input type="checkbox"/> subject to the following conditions:							
ATTACH.	<input type="checkbox"/> This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.							
	<b>Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is:</b>							
	\$ 100,000, as of: 11/23/10, which is the effective date of this appraisal.							
	<b>If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.</b>							
SIGNATURES	A true and complete copy of this report contains <u>15</u> pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:							
	<input checked="" type="checkbox"/> Limiting cond./Certifications <input type="checkbox"/> Narrative Addendum <input checked="" type="checkbox"/> Location Map(s) <input checked="" type="checkbox"/> Flood Map <input type="checkbox"/> Additional Sales <input checked="" type="checkbox"/> Photo Addenda <input checked="" type="checkbox"/> Parcel Map <input type="checkbox"/> Hypothetical Conditions <input type="checkbox"/> Extraordinary Assumptions <input checked="" type="checkbox"/> Plat Map							
Client Contact: <u>Ronnie Hall</u>				Client Name: <u>City of Conway</u>				
E-Mail: <u>Ronnie.Hall@cityofconway.org</u>				Address:				
<b>APPRAISER</b>				<b>SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)</b>				
 Appraiser Name: <u>Kirby Coats</u> Company: <u>Coats Appraisal Service, Inc.</u> Phone: <u>(501) 327-7301</u> Fax: <u>(501)327-5454</u> E-Mail: <u>kcoats@alliancecable.net</u> Date of Report (Signature): <u>11/29/10</u> License or Certification #: <u>CG1380</u> State: <u>AR</u> Designation: <u>Certified General Appraiser</u> Expiration Date of License or Certification: <u>6/30/2011</u> Inspection of Subject: <input checked="" type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect (Desktop) Date of Inspection: <u>11/23/10</u>				Supervisory or Co-Appraiser Name: _____ Company: _____ Phone: _____    Fax: _____ E-Mail: _____ Date of Report (Signature): _____ License or Certification #: _____    State: _____ Designation: _____ Expiration Date of License or Certification: _____ Inspection of Subject: <input type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect Date of Inspection: _____				



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

**AN ORDINANCE WAIVING BIDS FOR THE PURCHASE & REPAIR OF TRAFFIC SIGNAL PRODUCTS; AND FOR OTHER PURPOSES.**

**WHEREAS**, the traffic signal industry is highly specialized and limited in available products are controlled by regional vendors; and

**WHEREAS**, Temple Inc. is the only available source for Siemens traffic control products and traffic camera products as well as other specialized products; and

**WHEREAS**, Mid American Signal is the only available source for the repair and purchase of autoscope camera systems and specialized equipment; and

**WHEREAS**, Pinkley Sales is the only available source for the repair and purchase of Peek Camera equipment as well as other specialized equipment; and

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

**SECTION 1.** The City of Conway shall waive the requirement for obtaining competitive bids and shall accept Temple Inc. & Mid American Signal as the vendors for traffic signal and autoscope camera systems and specialized equipment purchase or repair.

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

**PASSED this 14<sup>th</sup> day of December, 2010.**

**Approved:**

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

**Attest:**

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

**MEMORANDUM**

TO: MAYOR TAB TOWNSELL

FROM: RONNIE HALL, P.E.  
CITY ENGINEER

DATE: December 9, 2010

REFERENCE: ADEQ Consent Order for  
Conway Station Park

ADEQ has presented the city with a Consent Administrative Order (CAO) for violation of the Storm Water Pollution Prevention Permit for the Conway Station Park. The CAO cites a violation for pumping turbid water out of the pond (used as sediment pond during construction) in June of this year. Although the storm water permit and CAO are in the name of the City, Salter Construction had the responsibility for properly implementing the plan.

We are in discussion with ADEQ to determine if they are firm with this CAO. The penalty associated with the CAO is \$2,600. Unless revised the CAO must be signed by you prior to December 17, 2010 and payment submitted. Therefore, approval of this CAO is needed so that it can be properly handled before December 17 if it turns out we cannot get ADEQ withdraw the CAO.

I suppose we would seek reimbursement from Salter Construction for any cost associated with this matter.

# ADEQ

ARKANSAS  
Department of Environmental Quality

December 1, 2010

**CERTIFIED MAIL 7009 0960 0000 7899 1777**

City of Conway  
Attn: Tab Townsell, Mayor  
1201 Oak Street  
Conway, AR 72032

RE: AFIN: 23-01050, NPDES Permit Tracking No. ARR153109  
Proposed Consent Administrative Order

Dear Mr. Townsell:

On June 14, 2010, an inspection of the Conway Station Park located at 1501 Robinson Street, Conway, AR showed that turbid water was being pumped from the sedimentation basin at the construction site directly into a tributary of Stone Dam Creek. The City's actions caused pollution to be discharged into the waters of the State in violation of Ark. Code Ann. § 8-4-217 (a) (1). This is a violation of the Federal Clean Water Act and the Arkansas Water and Air Pollution Control Act and is subject to a fine up to \$10,000.

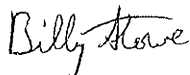
It is the stated policy of the Arkansas Department of Environmental Quality (ADEQ) to seek compliance with the laws and regulations it administers through cooperative efforts and to afford suspected violators an opportunity to resolve violations through informal means prior to initiating formal enforcement proceedings.

The enclosed CAO enumerates the alleged violation in the "Findings of Fact" section of the document and outlines the steps you must take to achieve compliance in the "Order and Agreement" section. The Department has proposed a civil penalty of TWO THOUSAND SIX HUNDRED DOLLARS (\$2,600.00) to settle the violation outlined in the Order.

If, after careful review and consultation you wish to accept the terms of the CAO, please sign, date and return it by December 17, 2010. It will then be signed by our Director and you will be provided with a final copy along with information about the effective date and the public notice process. If the Consent Administrative Order is not returned with a signature by the aforementioned date, the Department will proceed with unilateral enforcement through a Notice of Violation which will require the City of Conway to have legal representation.

Should you wish to discuss this in person or by telephone, I can be reached at [stowe@adeq.state.ar.us](mailto:stowe@adeq.state.ar.us) or (501) 682-0636.

Sincerely,



Billy Stowe  
Enforcement Analyst  
Water Division / Enforcement Branch

**ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY**

**IN THE MATTER OF:**

**City of Conway  
Attn: Tab Townsell, Mayor  
1201 Oak Street  
Conway, AR 72032**

**ARR153109  
AFIN 23-01050  
LIS. NO. 10-**

**CONSENT ADMINISTRATIVE ORDER**

This Consent Administrative Order (hereinafter "Order") is issued pursuant to Ark. Code Ann. §8-1-202(b)(2)(B), which authorizes the Director of the Arkansas Department of Environmental Quality (hereinafter "ADEQ" or "Department") to initiate and settle administrative enforcement actions to compel compliance with laws, orders, and regulations charged to the responsibility of the Department, including but not limited to the Federal Water Pollution Control Act, 33 U.S.C. §1311 et seq., and the Arkansas Water and Air Pollution Control Act, Ark. Code Ann. §8-4-101 et seq., and all regulations issued thereunder. The Director may also propose the assessment of civil penalties as provided by Ark. Code Ann. §8-4-103(c) and the Arkansas Pollution Control and Ecology Commission Regulation No. 7, Civil Penalties, and take all actions necessary to collect such penalties.

The issues herein having been settled by the agreement of the City of Conway, (hereinafter the "City") and ADEQ, it is hereby agreed and stipulated that the following **FINDINGS OF FACT** and **ORDER AND AGREEMENT** be entered herein.

## **FINDINGS OF FACT**

1. The City of Conway ("City") is a municipality located in Faulkner County, Arkansas. The City is constructing a baseball complex at the Conway Station Park located at 1501 Robins Street, Conway, AR. Approximately 40 acres are included in the construction site pursuant to the conditions of NPDES General Permit for Facilities Discharging Stormwater Associated with Construction Activity Located in the State of Arkansas-NPDES Permit Tracking No. ARR153109 (hereinafter "the permit") issued by the authority of ADEQ.

2. On June 14, 2010, an inspection was conducted by an ADEQ Water Division Field Inspector. The inspection showed that turbid water was being pumped from the sedimentation basin at the construction site directly into a tributary of Stone Dam Creek. The City's actions caused pollution to be discharged into the waters of the State in violation of Ark. Code Ann. §8-4-217(a) (1).

3. A copy of the inspection report was sent to the City on July 9, 2010 with a written response due by July 12, 2010. The City requested and received an extension to August 6, 2010. A response was received by the department on July 30, 2010. The response is incorporated in this order as attachment A.

## **ORDER AND AGREEMENT**

Therefore, the parties do hereby stipulate and agree that:

1. The City shall immediately comply with all requirements of the Permit.
  
2. The City shall immediately cease all unpermitted discharges of any pollutants to waters of the State.
  
3. On or before the effective date of this Order, the City shall submit to ADEQ a Corrective Action Plan with milestone schedule. The plan shall detail the steps the City shall take to achieve compliance with the terms of the permit, to eliminate the violations cited in the Findings of Fact, and to prevent future violations. Upon approval by ADEQ, the submitted milestone schedule shall be incorporated into this Order by reference and shall be followed by the City. The corrective action plan shall be signed in accordance with Part II, Section B, Paragraphs 9 and 10 of the Permit and mailed to the attention of:

Arkansas Department of Environmental Quality  
Water Division  
NPDES Enforcement Section  
5301 Northshore Drive  
North Little Rock, AR 72118-5317

4. In compromise and full settlement of the civil penalty for the violation noted, the City agrees to pay to ADEQ the total sum of TWO THOUSAND SIX HUNDRED DOLLARS (\$2,600.00) as a voluntary civil penalty. Payment of the penalty shall be made within thirty (30) days of the effective date of this Order, made payable to the Arkansas Department of Environmental Quality and mailed to the attention of:



Arkansas Department of Environmental Quality  
Fiscal Division  
5301 Northshore Drive  
North Little Rock, Arkansas 72118

5. All submittals required by this Order, including compliance schedules, are subject to approval by ADEQ. In the event of any deficiency, the City shall, within thirty (30) days of notification by ADEQ, submit any additional information requested. Failure to adequately respond to the notice of deficiency within thirty (30) days constitutes a failure to meet a deadline and is subject to civil penalties established in paragraph 6 below.

6. Failure to meet the requirements of this Order including failure to respond by the time limits contained herein constitutes a violation of said Order. If the City should fail to meet any such requirements or deadlines, the City consents and agrees to pay, on demand, to ADEQ civil penalties according to the following schedule:

- |    |   |                  |
|----|---|------------------|
| a. | First day through the tenth day:        | \$100.00 per day |
| b. | Eleventh day through the twentieth day: | \$200.00 per day |
| c. | Twenty-first day through thirtieth day: | \$300.00 per day |
| d. | Each day beyond the thirtieth day:      | \$500.00 per day |

These stipulated penalties for delays in performance shall be in addition to any other remedies or sanctions which may be available to ADEQ by reason of the City's failure to comply with the requirements of this Order.

7. If any event occurs which causes or may cause delay in the achievement of compliance with the requirements or deadlines of this Order, the City shall so notify ADEQ in writing, as soon as reasonably possible after it is apparent that delay will result, but in no case after the due dates specified above. The notification shall describe in detail the anticipated length of the delay, the precise cause of the delay, the measures being taken and to be taken to minimize the delay, and the timetable by which those measures will be implemented.

8. ADEQ may grant an extension of any provision of the Order, provided that the City requests such an extension in writing and provided that the delay is caused by circumstances beyond the control of the City, or otherwise reasonably justified. The time for performance may be extended for a reasonable period but in no event longer than the period of delay resulting from such circumstances. The burden of proving that the delay is caused by circumstances beyond the control of the City and the length of the delay attributable to such circumstances shall rest with the City. Failure to notify ADEQ promptly, as provided in paragraph 7, shall be grounds for denial of an extension.

9. This Order is subject to public review and comment in accordance with Ark. Code Ann. §8-4-103(d) and Arkansas Pollution Control and Ecology Commission Regulation No. 8, and shall not be effective until thirty (30) days after public notice is given. ADEQ retains the right to rescind this Order based upon the comments received within the thirty-day public comment period.

Notwithstanding the public notice requirements, the corrective actions necessary to achieve compliance with the terms of the permit shall be taken immediately.

10. As provided by Arkansas Pollution Control and Ecology Commission Regulation 8, this matter is subject to being reopened upon Commission initiative or in the event a petition to set aside this Order is granted by the Commission.

11. Nothing in this Order shall be construed as a waiver by ADEQ of its enforcement authority over alleged violations not specifically addressed herein. Also, this Order does not exonerate the City from any past, present, or future conduct which is not expressly addressed herein, nor does it relieve the City of its responsibilities for obtaining any necessary permits.

12. This Consent Administrative Order has been reviewed and approved by the City Council of the City of Conway in a duly convened meeting with a quorum present.

13. The City Council of the City of Conway has authorized the Mayor and City Clerk/Treasurer to sign this CAO on the behalf of the City.

14. The City Council of the City of Conway has authorized the Mayor and City Clerk/Treasurer to expend funds for compliance activities required by this Consent Administrative Order including but not limited to the payment of a civil

penalty in the amount of TWO THOUSAND SIX HUNDRED DOLLARS (\$2,600.00).

SO ORDERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010

\_\_\_\_\_  
Teresa Marks, Director

APPROVED AS TO FORM AND CONTENT:

CITY OF CONWAY

BY:

\_\_\_\_\_  
Tab Townsell, Mayor

ATTEST:

[CITY SEAL]

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

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Mike Murphy, City Attorney



**CITY OF CONWAY**  
**SANITATION DEPARTMENT**

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

**Cheryl Harrington**  
*Director*

December 8, 2010

Mayor Tab Townsell  
 1201 Oak Street  
 Conway, AR 72032

Re: Universal Refuse Roll Carts

Dear Mayor Townsell,

Bids were submitted at 10.00 am, Wednesday 8, 2010 at City of Conway City Hall for Universal Refuse Roll Carts. Four bids were submitted:

Rehig-Pacific Refuse Cart	\$67,875.00/\$45.25 ea
AmeriKart Refuse Carts	\$68,925.00/\$45.95 ea
Toter Incorporated Refuse Carts	\$69,960.00/\$46.64 ea
Otto Environmental Systems Refuse Carts	\$71,400.00/\$47.60 ea

I recommend accepting Bid #3 from Toter, Inc for \$69,960.00 or \$46.64 ea. This is not the lowest bid. Toter is the cart we are now using. It has less maintenance on wheels.

Please advise if you have questions or need additional information.

Sincerely,

Cheryl Harrington  
 Sanitation Director

# Conway Sanitation

## Bid # 2011-09 Summary

### 96 gallon Green Carts

#### Bid #1

Submitted by Rehig-Pacific – Dallas, TX

\$67,875.00 or \$45.25 each

Exceptions to bid specs:

Container has a capacity of 97.57 gallons

#### Bid #2

Submitted by AmeriKart – Wichita, KS

\$68,925.00 or \$45.95 each

Container has a capacity of 97.27 gallons

#### Bid #3

Submitted by Toter - Statesville, NC

\$69,969.00 or \$46.64 each

Container has a capacity of 96.36 gallons

#### Bid #4

Submitted by Otto Environmental

\$71,400.00 or \$47.60 each

Met all minimum specifications

I recommend accepting the bid from Toter for the following reasons:

1. We have purchased a number of containers over the years from only a couple of different vendors. We have yet to replace a wheel and have repaired only 2 lids out of hundreds of Toter containers purchased compared to having to replace hundreds of wheels and many, many lids on both the Schaeffer and AmeriKarts purchased in the past. Given the number of these containers we have had to retire in the recent past, it would seem not seem beneficial to purchase these.
2. We have never purchased carts from Rehig-Pacific containers but have had 2 demos at a home for a couple of years now. They are holding up fairly well however, my hesitation in recommending these units is that they are 1.21 gallons larger than the Toter and in just 1 year each of these containers would allow wherever these units are to set out 62.92 gallons more than a Toter. Over the lifetime of each container (8-10 years) this could be a potential difference of 566.28 gallons.
3. Our fees are figured on per stop fee, disposal and surcharge fees as well as yardage capacity. Given the Rehig-Pacific containers are slightly larger and all things being equal, we would have to charge 2 different set of fees for basic service.
4. The Otto Environmental bid is more expensive than the Toter bid.
5. Dollar for dollar the Toter carts are the best value.



City of Conway Sanitation Department  
2011-09 Universal Refuse Roll Carts (Green)  
Bid Opening Date: Wednesday, December 8<sup>th</sup>, 2010  
City Hall - Downstairs Conference Room @ 10:00am

BIDDER SUBMITTAL FORM

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	96 Gallon Mobile Refuse containers per the attached specifications	\$ <u>45.25</u>	\$ <u>67,875.00</u>

Mfg. /Model Bid:

Rehrig Pacific Company ROC-95NB

TOTAL BID \$ 67,875.00

Prices quoted must be held firm for sixty (60) days to allow for evaluation. Indicate specific date that prices can be held through: 60 Days

Quote F.O.B. City of Conway, AR

Delivery time may be a major consideration in determining the lowest responsible bid. Indicate delivery date: 4 weeks

Protest regarding this bid must be submitted in writing to the Sanitation Director, Cheryl Harrington within five (5) working days of the opening of the bid.





City of Conway Sanitation Department  
2011-09 Universal Refuse Roll Carts (Green)  
Bid Opening Date: December 8<sup>th</sup>, 2010  
City Hall - Downstairs Conference Room @ 10:00am  
[www.cityofconway.org](http://www.cityofconway.org)

*Unsigned bids will not be considered*

Authorized Agent Bidding on this project

**Rehrig Pacific Company**

Company Name

Lisa Perkins, Municipal Contract Manager

Company Representative Name

Representative's Signature

625 W. Mockingbird Lane

TWeitekamp@RehrigPacific.com

Address

Email Address

Dallas, TX 75247

City  
Cell: 814-860-1398  
800-426-9189

State

Zip

214-455-3997

Telephone Number

Fax Number

12/6/10

Date



City of Conway Sanitation Department  
2011-09 Universal Refuse Roll Carts (Green)  
Bid Opening Date: Wednesday, December 8<sup>th</sup>, 2010  
City Hall - Downstairs Conference Room @ 10:00am

BIDDER SUBMITTAL FORM

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	96 Gallon Mobile Refuse containers per the attached specifications	\$ <u>45.95</u>	\$ <u>68,925.00</u>

Mfg. /Model Bid:

Ameri-Kart Boss-Kart

TOTAL BID \$ 68,925.00

Prices quoted must be held firm for sixty (60) days to allow for evaluation. Indicate specific date that prices can be held through: March 1, 2011 (see attached risin clause)

Quote F.O.B. City of Conway

Delivery time may be a major consideration in determining the lowest responsible bid. Indicate delivery date: 30 days per truckload order

Protest regarding this bid must be submitted in writing to the Sanitation Director, Cheryl Harrington within five (5) working days of the opening of the bid.



City of Conway Sanitation Department  
2011-09 Universal Refuse Roll Carts (Green)  
Bid Opening Date: December 8<sup>th</sup>, 2010  
City Hall - Downstairs Conference Room @ 10:00am  
[www.cityofconway.org](http://www.cityofconway.org)

*Unsigned bids will not be considered*

Authorized Agent Bidding on this project:

Ameri-Kart

Company Name

Doug Eck

Company Representative Name

Doug Eck

Representative's Signature

8918 W. 21<sup>st</sup> St. N

Address

deck@amerikart.com

Email Address

Wichita

City

KS

State

67205

Zip

316 796 0485

Telephone Number

316 796 0380

Fax Number

12-6-10

Date





City of Conway Sanitation Department  
2011-09 Universal Refuse Roll Carts (Green)  
Bid Opening Date: Wednesday, December 8<sup>th</sup>, 2010  
City Hall - Downstairs Conference Room @ 10:00am

BIDDER SUBMITTAL FORM

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	96 Gallon Mobile Refuse containers per the attached specifications	\$ <u>46.64*</u> *See notes below.	\$ <u>69,960.00</u> (for bid quantity of 1,500 carts)

Mfg. /Model Bid:

Toter Incorporated EVR II  
Universal/Nestable Cart Model 79296

TOTAL BID \$ 69,960.00

(Toter is not registered to pay taxes in Arkansas.)

Prices quoted must be held firm for sixty (60) days to allow for evaluation. Indicate specific date that prices can be held through: 60 days after closing date. Once awarded, prices to be held firm until 12-31-2011 per "e" under Page 1 "Instructions".

Quote F.O.B. City of Conway, AR

Delivery time may be a major consideration in determining the lowest responsible bid. Indicate delivery date: 4 weeks after receipt of written purchase order.

Protest regarding this bid must be submitted in writing to the Sanitation Director, Cheryl Harrington within five (5) working days of the opening of the bid.

Notes:

\*Pricing is based on orders placed in lots of 588 carts per full truckload. Orders placed for other than this stated quantity may be made, but may be subject to additional freight.

\*Add \$1.25 for special Granite color body with solid Black lid.



City of Conway Sanitation Department  
2011-09 Universal Refuse Roll Carts (Green)  
Bid Opening Date: December 8<sup>th</sup>, 2010  
City Hall - Downstairs Conference Room @ 10:00am  
[www.cityofconway.org](http://www.cityofconway.org)

*Unsigned bids will not be considered*

Authorized Agent Bidding on this project:

Toter Incorporated

Company Name

Laura P. Gates, Vice President, Contract Management

Company Representative Name

Representative's Signature

841 Meacham Road

Address

kclark@toter.com; Kellie K. Clark, Manager

Email Address Bids/Contracts

Statesville

City

NC

State

28677

Zip

704-872-8171/800-424-0422

Telephone Number

704-872-8171

Fax Number

December 6, 2010

Date



City of Conway Sanitation Department  
2011-09 Universal Refuse Roll Carts (Green)  
Bid Opening Date: Wednesday, December 8<sup>th</sup>, 2010  
City Hall - Downstairs Conference Room @ 10:00am

**BIDDER SUBMITTAL FORM**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	96 Gallon Mobile Refuse containers per the attached specifications	\$ <u>47.60</u>	\$ <u>71,400.00</u>
<u>Mfg. /Model Bid:</u>			
<u>Otto MSD-95C "Classic"</u>			
<b><u>TOTAL BID</u></b>		\$ <u>71,400.00</u>	

Prices quoted must be held firm for sixty (60) days to allow for evaluation. Indicate specific date that prices can be held through: 6 months

Quote F.O.B. City of Conway, AR

Delivery time may be a major consideration in determining the lowest responsible bid. Indicate delivery date: 45 days ARO

Protest regarding this bid must be submitted in writing to the Sanitation Director, Cheryl Harrington within five (5) working days of the opening of the bid.





City of Conway Sanitation Department  
2011-09 Universal Refuse Roll Carts (Green)  
Bid Opening Date: December 8<sup>th</sup>, 2010  
City Hall - Downstairs Conference Room @ 10:00am  
[www.cityofconway.org](http://www.cityofconway.org)

*Unsigned bids will not be considered*

Authorized Agent Bidding on this project:

Otto Environmental Systems (NC), LLC

Company Name

Stephen Stradtman, CEO

Company Representative Name

*Stephen Stradtman*

Representative's Signature

12700 General Drive

Address

sbowling@otto-usa.com

Email Address

Charlotte

City

NC

State

28273

Zip

800-795-6886

Telephone Number

704-588-6899

Fax Number

December 6, 2010

Date



**CITY OF CONWAY**  
**SANITATION DEPARTMENT**

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

**Cheryl Harrington**  
*Director*

December 8, 2010

Mayor Tab Townsell  
1201 Oak Street  
Conway, AR 72032

Re: Recycling Roll Carts

Dear Mayor Townsell,

Bids were submitted at 10.00 am, Wednesday, December 8, 2010 at City of Conway City Hall for Recycling Roll Carts. Three bids were submitted:

Toter Incorporated Recycling Carts	\$99,100.00/\$39.64 ea
Rehrig Pacific Company Recycling Carts	\$100,625.00/\$40.25 ea
AmeriKart Recycling Carts	\$105,575.00/\$42.23 ea

I recommend accepting Bid #1 from Toter, Inc for \$99,100.00 or \$39.64 ea. This is the lowest bid. Toter is the cart we are now using. It has less maintenance on wheels.

Please advise if you have questions or need additional information.

Sincerely,

Cheryl Harrington  
Sanitation Director



# Conway Sanitation

Bid # 2011-10 Summary

65 gallon Blue (Recycling) Carts

Bid #1

Submitted by Toter

\$99,100.00 or \$39.64 each

Met all minimum specifications.

Bid #2

Submitted by Rehig - Pacific

\$100,625.00 or \$40.25 each

Met all minimum specifications.

Bid #3

Submitted by AmeriKart

\$105,575.00 or \$42.23 each

Met all minimum specifications.

I recommend accepting the bid from Toter @ \$39.64 each.



City of Conway Sanitation Department  
Bid Number: 2011-10  
Bid Opening Date: Wednesday, December 8<sup>th</sup>, 2010  
City Hall - Downstairs Conference Room @ 10:00am

**BIDDER SUBMITTAL FORM**

Item	Description	Unit Price	Total Price
1.	64 Gallon Refuse containers per the attached specifications Toter Incorporated EVR II Mfg. /Model bid: <u>Universal/Nestable</u> Model 79264	\$ <u>39.64*</u>	\$ <u>99,100.00</u> (for bid quantity of 2,500 carts) *See notes below.

**Total Bid**                      \$ 99,100.00

(Toter is not registered to pay taxes in Arkansas.)

Prices quoted must be held firm for sixty (60) days to allow for evaluation. Indicate specific date that prices can be held through: 60 days after closing date. Once awarded, prices to be held firm until 12-31-2011 per "e" under page 1 "Instructions".

Quote F.O.B. City of Conway

Delivery time may be a major consideration in determining the lowest responsible bid. Indicate delivery date: 4 weeks after receipt of written purchase order.

Protests regarding this bid must be submitted in writing to the Sanitation Director within five (5) working days of the opening of this bid.

Notes:

\*Pricing is based on orders placed in lots of 840 carts per full truckload. Orders placed for other than this stated quantity may be made, but may be subject to additional freight.

\*Add \$1.25 for special Granite color body with solid Black lid.



City of Conway Sanitation Department  
Bid Number: 2011-10  
Bid Opening Date: December 8<sup>th</sup>, 2010  
City Hall - Downstairs Conference Room @ 10:00am  
[www.cityofconway.org](http://www.cityofconway.org)

*Unsigned bids will be rejected:*

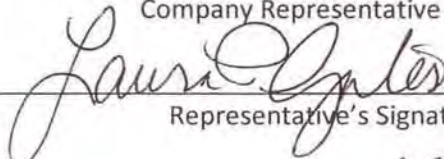
Authorized Agent Bidding on this project:

Toter Incorporated

Company Name

Laura P. Gates, Vice President, Contract Management

Company Representative Name



Representative's Signature

841 Meacham Road

Address

kclark@toter.com; Kellie Clark, Manager,  
Bids &  
Contracts

Email Address

Statesville

City

NC

State

28677

Zip

704-872-8171/800-424-0422

Telephone Number

704-878-0734

Fax Number

December 6, 2010

Date



City of Conway Sanitation Department  
Bid Number: 2011-10  
Bid Opening Date: Wednesday, December 8<sup>th</sup>, 2010  
City Hall - Downstairs Conference Room @ 10:00am

### BIDDER SUBMITTAL FORM

Item	Description	Unit Price	Total Price
1.	64 Gallon Refuse containers per the attached specifications	\$ <u>40.25</u>	\$ <u>100,625.00</u>

Mfg. /Model bid: Rehrig Pacific Company ROC-65NB

Total Bid \$ 100,625.00

Prices quoted must be held firm for sixty (60) days to allow for evaluation. Indicate specific date that prices can be held through: 60 Days

Quote F.O.B. City of Conway

Delivery time may be a major consideration in determining the lowest responsible bid. Indicate delivery date: 4 weeks

Protests regarding this bid must be submitted in writing to the Sanitation Director within five (5) working days of the opening of this bid.





City of Conway Sanitation Department  
Bid Number: 2011-10  
Bid Opening Date: December 8<sup>th</sup>, 2010  
City Hall - Downstairs Conference Room @ 10:00am  
[www.cityofconway.org](http://www.cityofconway.org)

*Unsigned bids will be rejected:*

Authorized Agent Bidding on this proj

**Rehrig Pacific Company**

Company Name

Lisa Perkins, Municipal Contract Manager

Company Representative Name

Representative's Signature

625 W. Mockingbird Lane

TWeitekamp@RehrigPacific.com

Address

Email Address

Dallas, TX 75247

City

State

Zip

Cell: 814-860-1398

800-426-9189

214-455-3997

Telephone Number

Fax Number

12/6/10

Date



City of Conway Sanitation Department  
Bid Number: 2011-10  
Bid Opening Date: Wednesday, December 8<sup>th</sup>, 2010  
City Hall - Downstairs Conference Room @ 10:00am

**BIDDER SUBMITTAL FORM**

Item	Description	Unit Price	Total Price
1.	64 Gallon Refuse containers per the attached specifications	\$ <u>42.23</u>	\$ <u>105,575.00</u>
	Mfg. /Model bid: <u>Ameri-Kart Boss-Kart</u>		
	<b>Total Bid</b>		\$ <u>105,575.00</u>

Prices quoted must be held firm for sixty (60) days to allow for evaluation. Indicate specific date that prices can be held through: March 1, 2011 (see attached resin clause)

Quote F.O.B. City of Conway

Delivery time may be a major consideration in determining the lowest responsible bid.

Indicate delivery date: 30 days (per truckload order)

Protests regarding this bid must be submitted in writing to the Sanitation Director within five (5) working days of the opening of this bid.



City of Conway Sanitation Department  
Bid Number: 2011-10  
Bid Opening Date: December 8<sup>th</sup>, 2010  
City Hall - Downstairs Conference Room @ 10:00am  
[www.cityofconway.org](http://www.cityofconway.org)

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

Ameri-Kart

Company Name

Doug Ede

Company Representative Name

Doug Ede

Representative's Signature

8918 W. 21<sup>st</sup> ST. N.

Address

deke@amerikart.com

Email Address

Wichita

City

KS

State

67205

Zip

316 796 0485

Telephone Number

316 796 0380

Fax Number

12-6-10

Date

## Agreement

This Agreement is entered into on this 14<sup>th</sup> day of December, 2010, by and between the City of Conway Sanitation Department whose mailing address is P.O. Box 915 Conway, AR 72033 and Faulkner County Solid Waste Management District whose mailing address is P.O. Box 1857 Conway, AR 72033.

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

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

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

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

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

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

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



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

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

This Agreement entered into on this 14th day of December, 2010, expiring on the 31<sup>st</sup> day of December, 2015 in the City of Conway, County of Faulkner, and State of Arkansas.

\_\_\_\_\_ \_/ \_/2010

Tab Townsell, Mayor  
City of Conway

\_\_\_\_\_ \_/ \_/2010

Preston Scroggin, Chairman  
Faulkner County Solid Waste Management District



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

**AN ORDINANCE APPROPRIATING REVENUE FUNDS TO THE CONWAY SANITATION DEPARTMENT, AND FOR OTHER PURPOSES:**

**WHEREAS**, the Conway Sanitation Department requests a revenue appropriation in the amount of \$2,379.62 to repair the awning on the scale house; and

**WHEREAS**, funds in the amount of \$2,379.62 were received by Liberty Mutual to be used for said purpose;

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

**SECTION 1.** The City of Conway shall appropriate \$2,379.62 from the Sanitation Enterprise Fund Insurance Proceeds account (50.512) to the Building Maintenance Account (50.118.231).

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

**PASSED** this 14<sup>th</sup> day of December, 2010

**Approved:**

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

**Attest:**

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



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

**AN ORDINANCE WAIVING BIDS FOR CONTRACTED SERVICES IN CONJUNCTION WITH THE CITY LANDFILL TESTING AND FOR OTHER PURPOSES:**

**WHEREAS**, The City of Conway Sanitary Landfill is subject to the Environmental Protection Agency's (EPA) and the Arkansas Department of Environmental Quality's (ADEQ) groundwater monitoring and solid waste management rules. These regulations require groundwater sampling, statistical analysis of groundwater data, and semiannual gas probe monitoring in accordance with the City's Explosive Gas Monitoring Plan and air and monthly discharge monitoring reports; and

**WHEREAS**, The City of Conway Department of Sanitation has worked with Terracon Consultants, Inc. on previous reporting and monitoring requirements and will benefit from their expertise and in depth knowledge of the Conway landfill,

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

**SECTION 1.** The City of Conway shall waive the requirement for obtaining bids for contracted services in conjunction with the City Landfill's EPA and ADEQ groundwater monitoring, statistical analysis of groundwater data and quarterly gas probe monitoring and shall enter into an agreement with Terracon Consultants, Inc. for said services at a price of \$23,740.

**SECTION 2.** The City of Conway shall also waive the requirements for obtaining bids for other services in conjunction with the City Landfill's EPA and ADEQ air and discharge monitoring requirements, Greenhouse Gas Assessment, NPDES Sampling and Reporting and shall utilize Terracon Consultants, Inc. for said services at a price not to exceed \$23,765.

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

**PASSED** this 14<sup>th</sup> day of December 2010.

**Approved:**

---

**Mayor Tab Townsell**

**Attest:**

---

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



**City of Conway  
Information Technology**

**MEMORANDUM**

**TO:** City of Conway / City Council  
**FROM:** Lloyd Hartzell / Chief Information Officer  
**DATE:** November 30, 2010  
**SUBJECT:** Acceptance of Bid 2010-42 for a Backup Solution

Bids were accepted at 10:00 AM on Thursday, November 18, 2010 for the purchase of a Backup Solution. Only one bid was received.

NetGain Technologies	\$65,010.62
----------------------	-------------

I would like to recommend that the Council accept the bid received from NetGain Technologies.

Thank you for your consideration.

Sincerely,

Lloyd Hartzell  
Chief Information Officer

# Proposal for Offsite Data Backup Solution



**City of Conway**

Presented By:  
Carl Crosby  
Account Executive  
Phone: (501) 663-8585  
cmcrosby@netgainit.com

Presented To: Jeff West

11/11/2010

## Executive Overview

City of Conway needs to protect the City's valuable data. There are government compliance regulations that mandate data to be housed off-site from the primary data source. Currently their environment does not have a consistent methodology for backing up primary data, or replicating primary data off-site, or backing up the data off-site or otherwise.

For a complete DR solution that is BUDGET conscious but that can accomplish the goals of providing a solid, foundation for data protection, NetGain recommends increasing existing storage capacity at primary data center, purchasing an entry level SAN to be located off-site to replicate the primary data to. We recommend implementing an off-site vaulting appliance which backs up ALL the critical data. This will provide a complete and robust plan to protect the City from multiple layers of potential disasters and will minimize downtime in the event of a disaster.

### Current Environment

HP EVA

### Business Justification

Disaster Recovery for a CITY GOVERNMENT. ALL City operations which include the City Clerk, City Hall, the Fire Department, the Municipal Courts, PARKS and recreation, the Police Department, and sanitation department fall under the umbrella of our proposed solution.

The value proposition is measured in the value of DATA. We propose to protect the CITY DATA on 3 different levels. HIGH Availability at the application level. Replicating ALL of this data and applications off-site. We also recommend consolidating backups onto a single platform and vaulting this data off-site.

This is a complete DR solution which accomodates compliance regulations and provides a budget consciuos DR plan.

Bullet Points required to address to formulate an accurate ROI

\*Cost of Managing Tapes

\*Tape Cleaning

\*Offsite Storage- taking the tapes to an offsite location

\*Tape Reliability, valuing Tape Reliability

\*The Cost of Failure Incident, for either an incremental backup or a full backup

\*The Cost of Failure Risk

Thanks to the Lawrence Berkeley National Laboratory

data, we can estimate the probability of different failures. We will assume that:



- The probability of a tape failure in a given year is 10%
- The probability of a hard drive failure in a given year is 2%

When considering an investment in backup, companies frequently assume that their current solution can be retained at no cost to the company. Particularly in the case of tape backup, the reality is that the cost of doing nothing is quite high. In many cases, just eliminating the labor of managing a tape backup would fully compensate a business for the cost of a new solution.

Every company has an opportunity to realize additional benefits depending on their environment and proposed solution. Getting proposals through the bureaucracy can be a frustrating process and, particularly in tough economic times, be sure to find a partner who can assist you in identifying and communicating the dollars and "sense" of their solution.

---

## Business Needs and Objectives

City of Conway is in need of a Disaster Recovery solution. This solution is not a full SAN-to-SAN replication solution, but offers an alternative that would bring their site back online within a day in the event of a disaster at the primary site. Shared Storage can be installed at a remote site that has a Gigabit link back to the main site. VMware can then replicate Virtual Machines nightly using the VDR Appliance, which is included with the VMware licenses purchased by the City of Conway.

## Solution Requirements

NetGain Technologies has quoted the City of Conway two separate solutions. EVA 4400 and a low cost X1600 Storage Server. The EVA 4400 is a scalable solution that would meet the requirements for SAN-to-SAN replication in the future.

## Project Implementation

NetGain will perform the following steps to complete the implementation:

- Install the SAN at the appointed remote location and present storage to the host at the primary site.
- Import the VDR appliance into VCenter and mount the remote storage
- Setup VDR replication jobs to copy Virtual Machine files from the primary site to the remote site.
- The backups will be tested by bringing some Virtual Machines online at the Remote Site.
- NetGain will configure iSCSI initiators on the ESX Hosts that are provided by City of Conway at the DR site.

## Project Deliverables

- HP EVA 4400 with 8TB FATA Drives. (Including CommandView Licensing)

or

- X1600 Series Storage Server with 12TB SATA (10TB usable)

## Project Constraints and Assumptions

- Gigabit links between locations are operating at optimal bandwidth and support full Gigabit speeds.
- Gigabit switches will be required at the remote site with a minimum of 10 available ports to attach the storage and hosts.
- A separate server will need to be provided by the customer if the EVA 4400 is purchased. This server will house the CommandView software.
- The customer is responsible for installing ESX on the appropriate number of spare hosts at the DR site.
  
- NetGain assumes the Active Directory is healthy; DNS works properly and can successfully process logins against the AD Database.
- Current ESX host licenses should be available at the remote site in the event of an emergency and applied at the appropriate time.
- The remote DR site adds a layer of complexity to the environment that didn't previously exist. The City of



Conway staff must ensure that the site-to-site replication is working properly on a regular basis.

### **Project Completion**

NetGain Technologies will consider the project complete when the following conditions are met:

- The SAN is installed and LUNS are presented to the VDR.
- The Replication jobs are setup using VDR.
- The VDR is functioning and Virtual Machine Files are being replicated nightly.
- One replicated VM is brought online at the remote site to demonstrate functionality.
- Training is provided to Jeff West on SAN/VDR functionality and the actions that need to take place in the event of a disaster.

End of project completion criteria.

### **Additional Notes**

OXMGPA2000CS

City of Conway is looking to replace their current enterprise backup technology with technology that will not only reduce the backup times but provide a way to replicate itself to another location on the WAN (when that feature is desired). NetGain recommends Evault Software (now called "i365") as a replacement for the current backup product. I365 is a best of breed product that provides client side deduplication of backup data since 1997

I365 is a client side data deduplication product that will drastically reduce the amount of time it takes to do a full backup. I365 utilizes disk backup with encryption for storage of the backup data. The i365 software can replicate itself to an additional vault (Data Storage Disk Array) elsewhere, completely eliminating the need for tape based backups permanently.

NetGain will perform the following steps to complete the implementation:

- Install Evault (i365) software on the Backup Server.
- Tune Evault software for backend deduplication with AES encryption and test encryption for compliance.
- Assist in installing agents to the servers (up to 15).

- Configure the Vault Storage Space on the Fibre Channel SAN and ensure link redundancy to the fibre channel SAN. Test SAN redundancy by simulating a link failure.
- Setup SQL and Exchange Agents (up to 7) to provide nightly deduplicated backups to the Evault Director compression Database.
- Collaborate with client to configure backup jobs with an appropriate retention scheme.
  
- Test backups and restores to ensure proper functionality.
- Monitor I/O's per second on the back end storage array under full load to ensure proper function of the deduplication engine and encryption engine then provide that data to the IT staff.
- Move the Data Vault offsite and ensure deduplicated backups are occurring over the network within the appropriate backup window.
- Configure alerting within the product to provide event data to the IT Staff.
- Train Customer on the i365 product and strategic usage of the product in their environment.

### i365 Software without Replication Licenses (Backup Server with 6TB SATA SAN Storage)

- Evault (i365) Vault Software 1000w
- 15 Windows Server Agents
- 7 SQL/Exchange Agents
- 1 2U Backup Server with SU SATA SAN 6TB Usable Storage.
- 1 Year support

NetGain is assuming there is a minimum of 4U of rack space in the desired backup server location.

This solution is completely disk based.

NetGain Technologies will consider the project complete when the following conditions are met:

Evault is configured on the Evault Server and attached to the Fibre Channel Disk Array.. All agents; Windows, SQL, have been installed and accessible by Evault. Backups and restores have been tested. Training to understand the Agent Install process, backup and restore processes have been provided to the IT staff.

End of Project Completion Criteria.

## **Project Scheduling**

NetGain Technologies appreciates and understands the importance that this implementation is completed with expediency. The scheduling of technical staff is done to allow adequate time for preparation as well as any unforeseen items. Because of these reasons, the schedule of work will NOT be from 8:00 AM until 5 PM for consecutive days until this work is completed. The schedule for the technicians to be at your facility and working on this implementation MAY include some full days, some partial days, some after hours work, and some non consecutive days. The NetGain Technologies Service Team will keep you apprised of the scheduled time and when the scheduled times must be changed

---

## NetGain Technologies Vision:

*"Creating Happy Clients through Effective Technology Solutions"*

Please Provide your "Keys to a Happy Client through Effective Technology" for this Solution:

**Prior to Installation:**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

**During Installation:**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

**Upon Completion of Installation:**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

**Post Installation (1 to 6 months):**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

**Specific Functionality Required:**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

---

Lloyd Hartzell





## NetGain's Fixed Fee Pricing

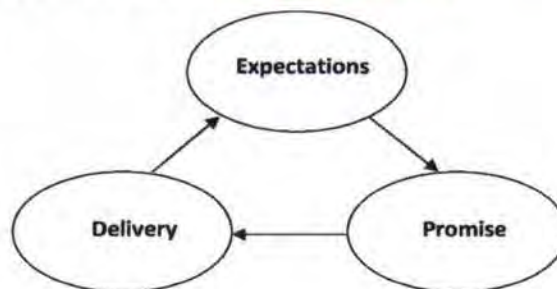


A client buys technology and technology services from a good company to reduce risk. **Yet, most technology companies actually create *more risk* for their clients by billing hourly.** Billing by the hour means the client has no control over how much a project is going to cost. No control and no certainty! In other words, more risk for the client (and no risk for the technology company).

But fixed pricing *lowers* the client's risk, by giving the client certainty in the cost. ***The result most clients seek is that the technology solution is completed to their specifications, including the cost of the solution, the implementation timeline, and the financial benefit of the solution.*** Clients want NetGain Technologies to reduce their risk, not increase it. That's their single most concern. Not hourly rates or invoicing methods.

NetGain Technologies offers "fixed fee" proposals to our clients because it reduces your risk of obtaining the "desired outcome" and fixes your cost. You can rest assured that your solution is implemented to meet the "desired outcome" specified in this proposal for the amount specified and only this amount. This means that if the number of hours required for this proposed solution is exceeded, you pay nothing more for the hours. If we choose to work overtime, you pay nothing more. If meeting our promise to you requires more hardware or software, you will pay nothing more. ***That's my guarantee!***

**Mark Jacobson**  
CEO, NetGain Technologies



# Pricing Summary

By selecting NetGain Technologies as your partner, your investment will be reasonable and fair. This section of the proposal highlights pricing considerations and relevant payment information for the NetGain Technologies' recommended solution.

Technical Hardware and Software:	\$48,426.00	
Technical Services:	\$11,630.00	
<b>Total Price:</b>	<u>\$60,056.00</u>	Initial _____
<hr/>		
<b>Total Price including Tax:</b>	<b>\$65,010.62</b>	

**Payment and Fee Schedule:**

Upon acceptance of this proposal:

1. The schedule of payments are noted below.
2. The start date of this project may be delayed without receipt of the down payment.
3. Pricing does not include freight or applicable sales tax.

Initial \_\_\_\_\_

**Down Payment:** \$5,815.00

**Please Make Payment to:**

NetGain Technologies  
P.O. Box 1865  
Lexington, KY 40588-1865

Initial \_\_\_\_\_

**Net 30 Day Payment:** \$53,380.62

NetGain recognizes that Credit (including cash flow, credit amounts, and credit terms) is the backbone of American business. To help with your cash flow needs NetGain has arranged for credit terms of Net 30 for \$53,381. This amount will be billed by NetGain's distributor and financial partner, Ingram Financial Services Corp (IFSC). The Net 30 Day Payment will be due 30 days from the shipping of the Hardware. Late fees will apply if payments are received late. Credit terms must be established with NetGain and with IFSC. Purchase Orders as well as this payment must be made to the following:

NetGain Technologies, Inc.  
c/o IFSC  
P.O. Box 90348  
Chicago, IL 60696-0348

Initial \_\_\_\_\_

**Amount Due Upon Completion:** \$5,815.00

The final amount is due upon completion of the work as defined in the section "Project Completion". Purchase Orders and this final payment must be made to the address below:

NetGain Technologies  
P.O. Box 1865  
Lexington, KY 40588-1865

Initial \_\_\_\_\_



## Endorsement Page

This proposal is offered as a solution with clearly defined completion criteria. Unless noted otherwise, pricing is based on acceptance of both services and hardware. Any changes to the design may result in additional costs. If not accepted by **December 02, 2010** this proposal expires. Should any adjustments to this proposal become necessary, NetGain Technologies will draw up and present a "Change Order" for review and approval. **This solution includes ONLY what is written herein. No other verbal or written offers are considered part of this proposal.**

The management of NetGain Technologies reserves the right to require modifications of this offer or reject it entirely. All orders and purchases are subject to NetGainTechnologies' standard Terms and Conditions and credit approval.

### Offsite Data Backup Solution

\$ 65,010.62

**With your endorsement below, you understand and agree this now becomes a binding agreement; you are also agreeing with the provisions set forth in this agreement and the standard Terms and Conditions of NetGain Technologies shall apply.**

City of Conway

\_\_\_\_\_  
Lloyd Hartzell

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

NetGain Technologies, Inc.

\_\_\_\_\_  
*Carl Crosby*

\_\_\_\_\_  
*Carl Crosby*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
*Senior Account Executive*

\_\_\_\_\_  
Title

\_\_\_\_\_  
*11-12-2010*

\_\_\_\_\_  
Date



November 11, 2010

Invoice Page 1 of 1.

## Invoice

**Invoice To:**

City of Conway  
4605 Wescon Lane  
  
Conway, AR 72034

**Invoice Number:** NGTDP 2000CS

**Remit To:**

NetGain Technologies  
P.O. Box 1865  
Lexington, KY 40588-1865

Down Payment for the Proposal dated **Thursday, November 11, 2010**  
and described below.

**Proposal for Offsite Data Backup Solution**

**\$5,815.00**





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

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

**WHEREAS**, the Conway Fire Department requests \$1,410 for the use of purchasing Special Operations Rescue Team USAR backpacks; and

**WHEREAS**, funds in the amount of \$1,410 were received from various donors and for services including but not limited to Fred's, Arkansas Crisis Response Team, and Hanson Hamrick Jr. to be used for such purpose; and

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

**Section 1.** The City of Conway shall appropriate \$1,410 from the General Fund Revenue Donation Account (01.909) to the Fire Department Special Operations Rescue Team (SORT) Operating Account(01.115.331).

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

**PASSED** this 14<sup>th</sup> day of December, 2010

**Approved:**

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

**Attest:**

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



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

**AN ORDINANCE APPROPRIATING & ACCEPTING REIMBURSEMENTS AND RESTITUTION FUNDS FROM VARIOUS ENTITIES FOR THE CITY OF CONWAY POLICE DEPARTMENT; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES**

**WHEREAS**, the City of Conway has received restitution from various sources totaling \$22,385.61 for overtime duties performed by the Conway Police Department personnel for the month of October; and

**WHEREAS**, the Conway Police Department has received restitution funds totaling \$300.00 from the Prosecuting Attorney's Office for restitution of buy money to replenish the police department's expenditure account and;

**WHEREAS**, the Conway Police Department received reimbursement funds in the amount of \$1935.23 from the Office of Emergency Management for items purchased and;

**WHEREAS**, the Conway Police Department needs these funds to replenish their expenditure accounts;

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

**SECTION 1.** The City of Conway shall accept restitution funds totaling \$22,385.61 and appropriate from 01.944 to the following Police Department's expenditure accounts:

113.111 Salaries	\$ 1,798.86
113.121 Overtime	\$15,766.79
113.162 FICA	\$ 1,277.20
113.164 LOPFI	\$ 3,542.76

**SECTION 2.** The City of Conway shall accept restitution funds in the amount of \$300 from revenue account 08.911 and shall appropriate to the Conway Police Department's buy money expenditure account (01.113.297).

**SECTION 3.** The City of Conway shall accept reimbursement funds in the amount of \$1935.23 from revenue account 01.925 and appropriate to the following Police Department's expenditure accounts:

113.331	\$ 547.00
113.354	\$ 1,388.23

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

**PASSED** this 14<sup>th</sup> day of December, 2010.

**Approved:**

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

**Attest:**

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




**A. J. Gary**  
*Chief of Police*

**CITY OF CONWAY**  
**OFFICE OF THE CHIEF OF POLICE**

1105 Prairie Street  
Conway, AR 72032  
(501) 450-6120  
FAX (501) 450-6196



**MEMORANDUM**

**TO:** City Council Members/Mayor Tab Townsell  
**FROM:** Chief A.J. Gary   
**DATE:** December 8, 2010  
**SUBJECT:** Acceptance of Bids

Bids were opened December 8, 2010 for CPD uniforms, the following bids were received:

- Gall's overall price \$ 870.99 plus tax
- Cruse's overall price \$1314.90

It is my recommendation that the Council accept the bid from Gall's.

Thank you for your consideration.



**Quote**

Galls, An Aramark Corp  
 2680 Palumbo Drive  
 Lexington, KY 40509  
 800-876-4242 phone  
 877-814-2557 fax

Tex ID Number: 20-3545989

Customer: Conway Police Dept

Date: December 1, 2010

Attn: Jennifer Hill

Customer #: 5291789

Fax#: 0

From: Erik Martin

Item #	Description	Qty	Retail	Your Price	Total with Discount
TR165	MENS TEX TROP UNIFORM TROUSERS	1	\$39.99	\$26.57	\$26.57
TR205	MENS TACTICAL TWILL	1	\$59.99	\$38.99	\$38.99
0	If 44 or higher	1	\$64.99	\$38.99	\$38.99
TR463	MENS TEK TWILL SHORTS	1	\$49.99	\$43.24	\$43.24
0	If 52 or 54	1	\$58.99	\$47.62	\$47.62
TR596	LADIES CHOICE TEXITROP TROUSERS	1	\$39.99	\$35.41	\$35.41
0	If 20-24	1	\$43.99	\$37.24	\$37.24
TR595	TECKTWILL WOMENS CARGOPOCKET TROUSER LADIES CHOICE	1	\$59.99	\$47.62	\$47.62
0	If 20-24	1	\$64.99	\$49.24	\$49.24
TR464	WOMENS TEK TWILL SHORTS	1	\$49.99	\$41.41	\$41.41
0	If 26-30	1	\$59.99	\$47.62	\$47.62
SH359	MENS L/S TACTICAL TWILL UNIFORM SHIRT	1	\$48.99	\$40.24	\$40.24
0	If 2X	1	\$52.99	\$41.41	\$41.41
SH358	MENS S/S TACTICAL	1	\$44.99	\$37.24	\$37.24
0	If 2X	1	\$48.99	\$38.62	\$38.62
SH533	WOMENS LS ZIP FRONT TEX TROP SHIRT	1	\$28.99	\$23.62	\$23.62
SH534	WOMENS SS ZIP FRONT TEX TROP SHIRT	1	\$30.99	\$24.24	\$24.24
SH531	MENS L/S ZIP FRONT TEX TROP SHIRT	1	\$44.99	\$42.41	\$42.41
0	If 18 or higher	1	\$48.99	\$43.24	\$43.24
SH532	MENS S/S ZIP FRONT TEX	1	\$39.99	\$38.24	\$38.24
0	If 18 or higher	1	\$43.99	\$38.24	\$38.24
RS134	SW PUSH PIN DOUBLE LOCK HINGED CUFFS	1	\$54.99	\$44.62	\$44.62
UA494	CLIP ON TIE W/BUTTON HOLE	1	\$6.99	\$4.92	\$4.92
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0	Time of delivery will be based on in stock items and what customization needs to be done. Large volume purchases may also delay a 10 day delivery time. All in stock orders with normal customization will be delivered within a 10 business day window.	0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0	All pricing reflects GSA where available	0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0	All orders are subject to applicable sales tax	0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00
0		0	\$0.00	\$0.00	\$0.00

Galls is required to collect tax on all shipments to all states. Please add applicable state and local tax percentages. Tax exempt customers, state laws require us to have a signed tax exemption or resale certificate on file at our office. If you would like your tax exempt document on file with us please fax this information, including your Galls account # to (856) 268-6841.

Subtotal	\$870.99
Shipping & Handling	Included
<b>Total</b>	<b>\$870.99</b>

Prices are valid for 30 days from the date of the quote.

Thank you for the opportunity to earn your business.



City of Conway – Annual Police Uniforms Bids  
Bid Number: 2011-08  
Bid Opening Date: Wednesday, December 8<sup>th</sup>, 2010 @ 10:00am  
City Hall Downstairs Conference Room  
[www.cityofconway.org](http://www.cityofconway.org)

**Unsigned bids will be rejected:**

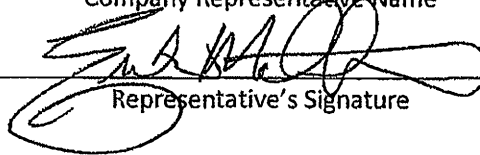
Authorized Agent Bidding on this project:

Galls, An Aramark Co. LLC.

Company Name

ERIK C. MARTIN

Company Representative Name



Representative's Signature

2680 PALUMBO DR.

Address

LEXINGTON, Ky 40509

City, State, Zip

800-976-4242 x 2171

Telephone Number

877-914-2557

Fax Number

Martin1056 @ galls.com

Email Address

12-1-2010

Date

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

501-223-2778 Phone  
501-223-2424 Fax

Cruse Uniforms and Equipment, Inc.  
1201 Barrow Road  
Little Rock, AR 72205

Monday -Friday  
8:30-4:30p.m.

Bid 2011-08 2011 Clothing/Uniforms				
Spec #	Description	Item Number	Price	Price w/tax
Spec 1	ELBECO Tex-Trop Male Trouser 28-42	E314	\$35.60	\$38.54
Spec 1	ELBECO Tex-Trop Male Trouser 44-50	E314	\$38.60	\$41.79
Spec 1	ELBECO Tex-Trop Male Trouser 52-58	E314	\$44.00	\$47.63
Spec 2	ELBECO Tektwill Cargo Pant 28-44	E614	\$54.75	\$59.27
Spec 2	ELBECO Tektwill Cargo Pant 46-58	E614	\$60.95	\$65.98
Spec 3	ELBECO Tek-Trop Female pant 4-18	E9314LC	\$35.60	\$38.54
Spec 3	ELBECO Tek-Trop Female pant 20-28	E9314LC	\$38.60	\$41.79
Spec 4	ELBECO Female Cargo Pant 4-18	E9614	\$54.75	\$59.27
Spec 4	ELBECO Female Cargo Pant 20-28	E9614	\$60.95	\$65.98
Spec 5	ELBECO Textwill L/S Shirt S-XL	G974	\$44.59	\$48.27
Spec 5	ELBECO Textwill L/S Shirt 2XL-3XL	G974	\$53.91	\$58.36
Spec 5	ELBECO Textwill L/S Shirt 4XL	G974	\$58.23	\$63.04
Spec 6	ELBECO Textwill S/S Shirt S-XL	G964	\$40.35	\$43.68
Spec 6	ELBECO Textwill S/S Shirt 2XL-3XL	G964	\$47.85	\$51.80
Spec 6	ELBECO Textwill S/S Shirt 4XL	G964	\$57.29	\$62.02
Spec 7	ELBECO Women L/S Shirt 34-46	Z9314	\$44.59	\$48.27
Spec 7	ELBECO Women L/S Shirt 48	Z9314	\$53.91	\$58.36
Spec 8	ELBECO Female S/S Shirt 34-46	Z9814	\$40.35	\$43.68
Spec 8	ELBECO Female S/S Shirt 48	Z9814	\$43.47	\$47.06
Spec 9	ELBECO Male L/S Shirt 14-17 1/2	Z314	\$38.95	\$42.17
Spec 9	ELBECO Male L/S Shirt 18-20	Z314	\$47.50	\$51.42
Spec 9	ELBECO Male L/S Shirt 22-24	Z314	\$54.50	\$59.00
Spec 10	ELBECO Male S/S Shirt S-XL	Z3314	\$34.95	\$37.84
Spec 10	ELBECO Male S/S Shirt 2XL-3XL	Z3314	\$41.47	\$44.90
Spec 10	ELBECO Male S/S Shirt 4XL	Z3314	\$49.00	\$53.05
Spec 11	SMITH & WESSON Handcuff Hinged	350096	\$35.94	\$38.91
Spec 12	SAMUEL BROOME Tie	90010	\$3.95	\$4.28

To The Mayor: We hereby agree to furnish the items quoted at price set opposite each item. We further certify that we have read the terms and conditions attached to this page and that our quote is submitted in accordance therewith. No shipping charges will apply to orders over \$250.00, a minimal charge of \$9.95 will be applied to orders under \$250.00. In stock orders to ship in 10 days Pricing includes furnishing namestrips for class B uniforms. Pricing includes sewing on patches furnished by Conway at no additional charge.

Firm Name: Cruse Uniforms and Equipment, Inc.  
1201 Barrow Road  
Little Rock, AR 72205

By: Cindy Cruse  
Signature: *Cindy Cruse*  
Title: Store Manager

13490



City of Conway – Annual Police Uniforms Bids  
Bid Number: 2011-08  
Bid Opening Date: Wednesday, December 8<sup>th</sup>, 2010 @ 10:00am  
City Hall Downstairs Conference Room  
[www.cityofconway.org](http://www.cityofconway.org)

**Unsigned bids will be rejected:**

Authorized Agent Bidding on this project:

Cruse Uniforms and Equipment

Company Name

Cindy Cruse

Company Representative Name

Cindy Cruse

Representative's Signature

1201 Barrow Road

Address

Little Rock AR 72205

City, State, Zip

501-223-2778

Telephone Number

501-223-2424

Fax Number

Cindy@cruseuniforms.com

Email Address

12-3-10

Date

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

# Jeffrey Phillips Mosley & Scott, P.A.

Accountants and Consultants  
Cantrell West, Suite 301 11300 Cantrell Road  
Little Rock, Arkansas 72212  
Phone: (501) 227-5800 Facsimile: (501) 227-5851  
<http://www.jpmscox.com>

1D-1

City of Conway  
Attn: Mr. Mike Garrett  
1201 Oak Street  
Conway, AR 72032

---

<b>Client Number:</b> 30375 200	<b>Invoice Number:</b> 00131466	<b>Invoice Date:</b> November 30,2010
---------------------------------	---------------------------------	---------------------------------------

---

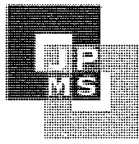
*For professional services rendered as follows:*

Billing in connection with the audit of the financial statements of the City of Conway as of and for the year ended December 31, 2009.	\$ 22,900.00
<b>Total Invoice Amount</b>	<u><u>\$ 22,900.00</u></u>

## Accounts Receivable Aging

Current	31 - 60 Days	61 - 90 Days	91 - 120 Days	Over 120 Days	Total
22,900.00	0.00	0.00	0.00	0.00	22,900.00





**JPMS | COX**

ACCOUNTANTS & CONSULTANTS

1D.2

BERNARD S. JEFFREY  
JIM L. PHILLIPS  
DAVID L. MOSLEY  
GARY D. COOPER  
PHILLIP W. COX  
STEVEN G. BOOTH  
MALLORY S. TAYLOR  
MARY ELLEN VANGILDER

December 7, 2010

Members of the Conway City Council  
c/o Mr. David Grimes, Audit Committee Chairman  
City of Conway  
1201 Oak Street  
Conway, Arkansas 72032

Dear Council Members:

This letter is to explain our understanding of the arrangements for the services we are to perform for City of Conway (the "City") for the year ending December 31, 2010. We ask that you either confirm or amend that understanding.

### **Audit Services**

We will perform an audit of City of Conway's governmental activities, business-type activities, aggregate discretely presented component units, unless audited by another firm upon whose report we will rely, each major fund, and aggregate remaining fund information as of and for the year ended December 31, 2010, which collectively comprise the basic financial statements. We understand that the financial statements will be prepared in accordance with accounting principles generally accepted in the United States of America. The objective of an audit of financial statements is to express an opinion on those statements.

We are responsible for forming and expressing an opinion about whether the financial statements that have been prepared by management with the oversight of the City Council are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America.

We will also perform the audit of City as of December 31, 2010, so as to satisfy the audit requirements imposed by the Single Audit Act and the U.S. Office of Management and Budget (OMB) Circular No. A-133.

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America; *Government Auditing Standards* issued by the Comptroller General of the United States; and the provisions of the Single Audit Act, OMB Circular A-133 and OMB's Compliance Supplement. Those standards, circulars, or supplements require that we plan and perform the audit to obtain reasonable rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. Accordingly, a material misstatement may remain undetected. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, *Government Auditing Standards* do not expect us to provide reasonable assurance of detecting abuse.

11300 CANTRELL ROAD • SUITE 301 • LITTLE ROCK, ARKANSAS 72212  
PHONE: (501) 227-5800 • FAX: (501) 227-5851 • WEB: WWW.JPMSCOX.COM

An audit of financial statements also includes obtaining an understanding of the City and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements, and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, we will communicate to management and the City Council any significant deficiencies or material weaknesses that become known to us during the course of the audit.

We will also communicate to the City Council *(a)* any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, *(b)* any fraud, illegal acts, violations of provisions of contracts or grant agreements and abuse that come to our attention (unless they are clearly inconsequential), *(c)* should any arise, any disagreements with management and other serious difficulties encountered in performing the audit, and *(d)* various matters related to the City's accounting policies and financial statements.

In addition to our reports on the City's financial statements, we will also issue the following reports or types of reports:

A report on the fairness of the presentation of the City's schedule of expenditures of Federal awards for the year ending December 31, 2010.

Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.

Reports on compliance with laws, regulations, and the provision of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a direct and material effect on each major program.

A schedule of findings, responses, and questioned costs.

You have indicated that the funds maintained by the City and that are to be included as part of our audit are consistent with those of the prior year.

You have indicated that the federal financial assistance programs that the City participates in and that are to be included as part of the single audit are consistent with those listed in the December 31, 2009, audit report plus any new sources of federal and state financial assistance received and expended in 2010 of which you have informed us.

The component units whose financial statements you have told us are to be combined with and included as part of the City's basic financial statements are the Planning Commission of the City of Conway, City of Conway Advertising and Promotion Commission, Conway Corporation, and the Public Facilities Board of the City of Conway. There are no component units whose financial statements you have told us will be omitted from the basic financial statements.

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circular identified above. Our reports on compliance will address material errors, fraud, abuse, violations of compliance requirements, and other responsibilities imposed by state and federal statutes and regulations and assumed by contracts; and any state or federal grant, entitlement of loan program questioned costs of which we become aware, consistent with requirements of the standards and circulars identified above.

### **City of Conway's Responsibilities**

Management is responsible for the financial statements, including the selection and application of accounting policies, adjusting the financial statements to correct material misstatements, and for making all financial records and related information available to us. Management is responsible for providing us with a written management representation letter confirming certain representations made during the course of our audit of the financial statements and affirming to us that it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole and to the opinion units of the financial statements.

Management is responsible for establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge.

Management is responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, analysts, regulators, or others.

Management is also responsible for (a) making us aware of significant vendor relationships where the venter is responsible for program compliance, (b) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings, and a corrective action plan, and (c) report distribution including submitting the reporting package.

The City Council is responsible for informing us of its views about the risks of fraud within the City, and its knowledge of any fraud or suspected fraud affecting the City.

The City agrees that it will not include our reports, or otherwise make reference to us, in any public or private securities offering without first obtaining our consent. Therefore, the City agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering. We may conclude that we are otherwise associated with the proposed offering and that our association with the proposed offering is not necessary, providing the City agrees to clearly indicate that we are not associated with the contents of the official statement. The City agrees that the following disclosure will be prominently displayed in the official statement:

*Jeffrey Phillips Mosley & Scott, P.A., our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Jeffrey Phillips Mosley & Scott, P.A. also has not performed any procedures relating to this official statement.*

Our association with an official statement is a matter for which separate arrangements will be necessary. The City also agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated with the City seeks such consent, we will be under no obligation to grant such consent or approval.

Because Jeffrey Phillips Mosley & Scott, P.A. will rely on City and its management and City Council to discharge the forgoing responsibilities, the City holds harmless and releases Jeffrey Phillips Mosley & Scott, P.A., its partners, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of City of Conway's management which has caused, in any respect, Jeffrey Phillips Mosley & Scott, P.A.'s breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

### **City of Conway's Records and Assistance**

If circumstances arise relating to the conditions of the City's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, misappropriation of assets, or noncompliance which in our professional judgment prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawal from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

We understand that City personnel will prepare all items requested by us and detailed in the attached listing entitled Preliminary List of Items Needed for Audit as discussed further below,

and that City personnel will locate any additional documents selected by us and requested during our testing. We may request that City personnel prepare and provide additional items for our use while performing audit procedures. In the event that City personnel are unable to provide these items, we will be available to assist with the preparation at our standard hourly rates, in addition to the audit fee below. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our report.

If, in connection with our audit, you request us to perform accounting or other services necessary for the preparation of the financial statements, you agree to designate an appropriate individual to oversee the services, make all management decisions involved in those services, evaluate the adequacy and results of the services, and accept responsibility for the results of the services. If these accounting or other services involve the preparation of items included in the Preliminary List of Items Needed for Audit or subsequent similar requests, we will assist with these services at our stated hourly rates, in addition to the audit fee below.

### **Other Terms of our Engagement**

The City hereby indemnifies Jeffrey Phillips Mosley & Scott, P.A. and its partners, principals, and employees and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of City's management, regardless of whether such person was acting in the City's interest. This indemnification will survive termination of this letter.

Our fee to perform the audit for the year ended December 31, 2010, will be \$110,000. This fee will be subject to adjustments based on unanticipated but agreed upon changes in the scope of our work and any incomplete, inaccurate, or untimely receipt by us of the information on the Preliminary List of Items Needed for Audit. All other provisions of this letter will survive any fee adjustment.

Additionally, our fee estimate is based on your readiness for our arrival and our receipt of accurate and complete items requested on the Preliminary List of Items Needed for Audit in accordance with the following schedule for the indicated phases of our audit fieldwork:

January 4, 2011 – interim fieldwork  
April 11, 2011 – year-end fieldwork

Billings are due upon submission. Our fees will be billed according to the following schedule:

<u>Date</u>	<u>Amount</u>
January 15, 2011	\$ 20,000
February 15, 2011	20,000
March 15, 2011	20,000
April 15, 2011	20,000
May 15, 2011	20,000
June 15, 2011	<u>10,000</u>
	<u>\$110,000</u>

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client. Accordingly, the City agrees it will compensate Jeffrey Phillips Mosley & Scott, P.A. for any additional costs incurred as a result of the City's employment of a partner or professional employee of Jeffrey Phillips Mosley & Scott, P.A.

In the event we are requested or authorized by the City or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The working papers for this engagement are the property of Jeffrey Phillips Mosley & Scott, P.A. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit working papers upon their request; and that we shall maintain the working papers for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested workpapers will be provided under the supervision of Jeffrey Phillips Mosley & Scott, P.A. audit personnel and at a location designated by our Firm.

The two overarching principles of the independence standards of the *Government Auditing Standards* issued by the Comptroller General of the United States provide that management is responsible for the substantive outcomes of the works, and therefore, has a responsibility and is able to make any informed judgment on the results of the services described above. Accordingly, the City agrees to the following:

- Mr. Lowell McClanahan, Interim Chief Financial Officer will be accountable and responsible for overseeing the drafting of the financial statements.
- The City will establish and monitor the performance of the drafting of the financial statements, to ensure that they meet management's objectives.
- The City will make any decisions that involve management functions related to the drafting of the financial statements, and accept full responsibility for such decisions.
- The City will evaluate the adequacy of services performed and any findings that result.

From time to time and depending upon the circumstances, we may use a third-party service to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

**Claim Resolution**

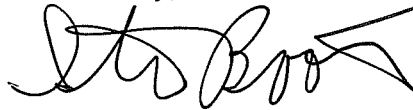
The City and Jeffrey Phillips Mosley & Scott, P.A. agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by Jeffrey Phillips Mosley & Scott, P.A. or the date of this arrangement letter if no report has been issued. The City waives any claim for punitive damages. Jeffrey Phillips Mosley & Scott, P.A.'s liability for all claims, damages and costs of the City arising from this engagement is limited to the amount of fees paid by the City to Jeffrey Phillips Mosley & Scott, P.A. for the services rendered under this audit arrangement letter.

This letter constitutes the complete and exclusive statement of agreement between Jeffrey Phillips Mosley & Scott, P.A. and City of Conway, superseding all proposals, oral or written, and all other communication, with respect to the terms of the engagement between the parties.

In accordance with *Government Auditing Standards*, a copy of our most recent peer review report has been provided to you previously.

We appreciate the opportunity to be of service to the City of Conway and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and date the enclosed copy and return it to us.

Sincerely,



Steven G. Booth  
Jeffrey Phillips Mosley & Scott, P.A.

RESPONSE:

This letter correctly sets forth the understanding of City of Conway.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**City of Conway, Arkansas**  
**December 31, 2010**  
**Preliminary List of Items Needed for Audit**

Please provide the following in connection with your 2010 audit. Please call us at 501-227-5800 with any questions. If you have any doubt as to what we are requesting, please contact us for clarification. We will have other requests throughout our audit fieldwork which we will provide to you as they are identified.

Except as indicated for item No. 2 below, **please have the items available upon our arrival for our interim fieldwork on January 4, 2011** (identified below as Interim) **and our year-end fieldwork on April 11, 2011**. Items requested prior to our arrival for year-end fieldwork have been indicated by date and include item No. 2 below **requested by March 15, 2011**.

Please provide all requested information in electronic format – Excel, Word, or pdf and e-mail to [bknipscheer@jpmscox.com](mailto:bknipscheer@jpmscox.com).

**General**

1. Signed copy of enclosed engagement letter.
2. Fully adjusted departmentalized balance sheets, income statements, and trial balances for all City funds as of December 31, 2010:
  - Exported into Excel by individual fund with total debits equaling total credits.
  - Post the necessary entries to convert the accounting records from a cash basis to an accrual basis in the accounting records at year-end.
  - Review prior year audit entries to see that similar items have been addressed, calculated, and recorded.
  - Include receivables from tax authorities or others, all additions to capital assets, construction in process, accounts payable, accrued payroll, accrued vacation, landfill closure and post-closure costs, reconciliation of interfund accounts, inclusion of pension funds converted from their separate trial balances, and any entries necessary to record grants, funds, or any other activity of the City and its funds and departments at December 31, 2010.
  - Ensure the change in fund balance from December 31, 2009 to December 31, 2010, is the same as net income or loss for that fund.

**Provide this information by March 15, 2011**, for our planning purposes in advance of our year-end fieldwork date noted above.

3. Draft of 2010 footnotes with supporting schedules and calculations and cross reference to where related to separate items requested below.
4. Draft of management discussion and analysis.
5. General ledger detail for selected accounts to be identified and communicated during fieldwork, listing all account activity for the selected account for 2010.
6. Listing of related entities and details of any related party transactions occurring during the year (i.e. transactions with employees or City Council members or businesses they have an ownership interest in) including amounts due to or from these entities at December 31, 2010. (Interim)
7. Copy of any amendments to the pension trust funds in effect during 2010. (Interim)

8. Access to pension fund committee meetings for 2010 and any meetings up to our fieldwork dates. (Interim)
9. Copies of any changes to accounting, personnel, and other relevant policy manuals in effect during 2010. (Interim)
10. Update the e-mailed internal control forms for any changes that have taken place during the current year. (Interim)
11. The final budgets approved by the Council for 2010 put in the format needed for inclusion in the audit report in the Schedule of Revenues and Expenditures – Budget to Actual – General and Street Funds for the Year Ended December 31, 2010.
12. Debt, revenue, cash, investment, and landfill confirmations printed on your letterhead and returned to Jeffrey, Phillips, Mosley & Scott, P.A. for mailing at our office. Include all cash and investment accounts, new debt, and any significant new sources of revenue. Return directly to us for mailing. Do not mail directly to addressees. (Interim)
13. General ledger detail of legal and professional expenses with access to accompanying file of legal invoices supporting each item in the detail including fund, payee, amount, date and type of litigation or consultation, including all pension fund legal and professional expenses. (Interim)
14. Attorney's letter printed on your letterhead and returned to Jeffrey, Phillips, Mosley and Scott, P.A. for mailing from our office at the beginning of our year-end fieldwork. Return directly to us for mailing. Do not mail directly to addressees.
15. Management's evaluation of all items noted in attorney's letter replies. Evaluation should include each legal case open during the year along with a brief description of the type of case and identification of the possibility of material liability to the City. Template to be provided.
16. Update of prior year risk management memo. (Interim)
17. Support for 2010 coverage discussed in risk management memo above. (Interim)
18. Details of any events or conditions arising subsequent to December 31, 2010 that might impact the financial statements and should be considered for disclosure purposes. This should include any pending litigation. Continue to update us on this item through the issuance of our report.
19. Number of copies of final Audited Financial Statements and Letter of Recommendations to Management (if applicable) that will be needed.
20. Signed copy of management representation letter to be provided to you at the end of the audit.
21. Detail of insurance coverage, including policy number, coverage period, date paid, type, premium amount and coverage. (Interim)
22. Copy of Conway Corporation's December 31, 2010, combined financial statements and audit report.

23. Copy of Advertising and Promotions Commission audited financial statements for the year ended December 31, 2010.
24. Copy of all correspondence with the EPA or any other federal/state agency from January 1, 2010 through the date of our year-end fieldwork. (Interim)
25. Copies of any other reports issued by other accountants that are supplemental to the City's financial statements (such as audit reports of component units not requested above, etc.).
26. Listing of current fund and department numbers with descriptions. (Interim)
27. Copies of each of the city departments' summary of the year 2010. (Interim or when available.)
28. Assistance with receipt of any outstanding confirmation letters and with reconciliation of any amounts or information returned with confirmation letters to the City's accounting records.
29. Details of actions taken related to audit findings from the December 31, 2009 audit. (Interim)
30. Details of resolution and current status of all items resulting in posted or waived audit adjustments in the December 31, 2009 audit. (Interim)

#### **Cash**

31. Summary bank reconciliation schedule as of December 31, 2010, indicating any restricted cash accounts and any CDs with 90 day or less original maturities. This should include every cash account owned by the City and that appears on any trial balance of any fund of the City.
32. Copies of the reconciliations of bank balances to general ledger balances as of December 31, 2010. Make available all 2010, and January and February 2011 bank statements with images of enclosures.
33. Analysis of collateralization of the City's cash balances and copies of correspondence or agreements from banks indicating the collateral pledged on the City's accounts during the year. This schedule will provide a portion of the footnote disclosure information to be included in footnote one Cash and Investments.
34. Detail of cash on hand, if any, as of December 31, 2010, with supporting documentation for ultimate disposition, such as validated deposit slip.

#### **Investments**

35. Copies of investment statements as of December 31, 2010, and reconciliation to general ledger if necessary and a copy of the annual statement showing investment activity for 2010.
36. Rollforward of investment activity, primarily consisting of the pension fund investments, showing balance as of December 31, 2009, contributions of securities, reinvested dividends, purchases, sales, unrealized and realized gains, and balance at December 31, 2010.
37. Investment and CD confirmations including the indication of credit risk category typed on your letterhead, which are to be returned to Jeffrey, Phillips, Mosley & Scott, P.A. for mailing at our office. Do not mail directly to addressees. (Interim)

38. Summary reconciliation of all non-uniform pension investment activity per the investment manager statements to the balances per the general ledger as of December 31, 2010.
39. Copies of supporting documentation for any investments not held and confirmed by a trustee as of December 31, 2010.
40. Detailed calculation of accrued investment interest and dividends and unrealized gain or loss by pension fund and by investment type for 2010.
41. Detail of investment sales and resulting realized gain or loss by pension fund and by investment type for 2010.
42. Update of Investment Pricing memo. The prior year memo to be provided to you.

#### **Accounts Receivable**

43. Detail of every accounts receivable account by fund at December 31, 2010 with reconciliation to general ledger. This should include a separate detail and reconciliation for every account receivable account on the trial balance of the City.
44. Detail listing of all cash receipts in excess of \$10,000 from January 1, 2011, through February 28, 2011, for governmental funds, and through March 31, 2011, for enterprise, fiduciary, and proprietary funds.
45. Copies of supporting documentation for all cash receipts from January 1, 2011, through February 28, 2011, for governmental funds, through March 31, 2011, for enterprise, fiduciary, and proprietary funds, exceeding \$10,000 and for items that were receivable as of December 31, 2010, indicated on the accounts receivable details requested above.
46. Detail of unbilled receivables by fund at December 31, 2010, with reconciliation to the general ledger.

#### **Other Assets**

47. Detail of the seized asset account with descriptions including approvals of all disbursements.
48. Detail listing or calculation of any significant prepaid expenses at December 31, 2010.
49. Analysis or detail of any other significant asset accounts by fund not previously requested above as of December 31, 2010.

#### **Capital Assets**

50. Detail of all capital assets by cost as of December 31, 2010, by fund and reconciliation to the general ledger. Ensure that all capital asset items are properly capitalized in accordance with the City's capitalization policy.
51. Rollforward of all capital asset accounts by fund showing beginning balance, total additions, total retirements, and ending balance as of December 31, 2010, including a column for transfers of completed construction in progress so that these transfers are not included in the additions amounts of the various asset categories.

52. Rollforward of construction in progress for 2010 by project that ties to the rollforward of capital assets.
53. Contractor billing as of December 31, 2010, showing the retainage held with identification of the retainage held as included in the detail of capital assets capitalized and in accounts payable.
54. Detailed description of and current status report for all construction projects in process at December 31, 2010, including all information needed for footnote 8 Commitments.
55. Information on the administration of projects jointly funded by the City and other governmental entities such as the State. Determination of the entity that will ultimately own the jointly funded asset and support for these determination.
56. Detail of capital assets additions that agree to the rollforward, including cost and date acquired.
57. Details of disposals and related proceeds and calculation of loss on any significant disposals for 2010. Ensure that trade-ins are properly accounted for. Include validated deposit slips with detail of the deposit.
58. Copies of invoices and cancelled checks for capital assets additions over \$50,000.
59. Reconciliation of the capital outlay accounts by fund to capital asset additions for 2010.
60. General ledger detail of all repair and maintenance accounts and supporting documentation for items over \$10,000.
61. Copies of bids for all capital assets purchased over \$10,000.
62. Evaluation of compliance with all bond trust indentures in effect for 2010.
63. Details of airport depreciation as of and for the year ended December 31, 2010.

#### **Long Term Debt**

64. Copies of any debt agreements entered into during 2010 and up to the date of our fieldwork.
65. Rollforward of bonds payable showing balance as of December 31, 2009, new borrowings, repayments, and ending balance as of December 31, 2010 and reconciliation to the general ledger.
66. Analysis of the breakdown between principal and interest on debt payments made in 2010.
67. Reconciliation of transfers to and from the debt service fund during 2010.
68. Copies of the trust account bank statements for the debt service fund as of December 31, 2010.
69. Schedule of debt service maturity requirements as of December 31, 2010.
70. Management's evaluation of any financial debt covenants and evaluation of compliance at December 31, 2010 with all debt covenants.

71. Analysis of landfill closure and postclosure costs as of December 31, 2010, including all information to be included in footnote 11 Closure and Postclosure Care Costs.
72. Copy of the City Engineer's annual solid waste report.
73. Letter confirming the reasonableness of the annual solid waste report to be printed on City letterhead and sent to the outside consulting firm who assists the City with the landfill. Provide to JPMS Cox for mailing.
74. Conduit debt outstanding balances as of December 31, 2010, for inclusion in the audit report in footnote 10 Long Term Debt.
75. Information related to the legal debt limit, i.e. 2010 taxable values, and the disclosure to be included in footnote 10 under Legal Debt Limit.
76. Detail of all known commitments, contingencies, or any pending or threatened litigation, claims or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements in footnote 16 as of December 31, 2010.

#### **Accounts Payable and Other Liabilities**

77. Detail of every accounts payable account by fund and reconciliation to general ledger as of December 31, 2010.
78. Detail of accrued accounts payable for additional liabilities at December 31, 2010, for goods or services received in 2010.
79. Check register for all funds for the period of January 1, 2011 through February 28, 2011, and from January 1, 2011, through the date of our arrival for the enterprise, fiduciary, and proprietary funds.
80. Voucher package with check copy, vendor invoice, and other supporting documentation for all payments from January 1, 2011 through February 28, 2011, over \$20,000 for the general fund, \$15,000 for the street fund, and \$50,000 for the other funds except enterprise. For the enterprise fund, please provide supporting documentation for all payments from January 1, 2011, through the date of our arrival over \$15,000.
81. Access to all unpaid invoices on hand as of the date of our arrival for year-end fieldwork.
82. Detail of the Bond and Fine Account from the District Court as of December 31, 2010.
83. Update of prior year Group Insurance memo.
84. Analysis of Group Insurance Payable at December 31, 2010.
85. Calculation of accrued salaries as of December 31, 2010, for all hourly and salaried employees, and documentation (i.e. payroll register totals for the first payroll in January 2011) of any salaries earned in fiscal 2010 but paid in January 2011. Reconcile the calculation to the related general ledger accrual accounts.

86. Detailed listing of accrued vacation due all employees as of December 31, 2010, reconciliation to the related general ledger accounts, and including the portion not recorded for sick leave that is disclosed.
87. Completion of analysis of sick leave in accordance with GASB 16. Provide supporting documentation for the number of 2010 terminations and the sick hours paid to all termed employees. Template to be provided.
88. Copies of payroll tax reports filed for the 4<sup>th</sup> quarter of 2010 and supporting documentation for payroll tax liabilities paid in January 2011 that related to December 2010.
89. Calculation and updated discussion of deferred impact fees as of December 31, 2010.
90. Calculation of any other deferred revenue liabilities as of December 31, 2010.
91. Details or calculations of any other significant accrued expenses as of December 31, 2010.
92. Copies of any new or revised lease agreements in effect during 2010 and up to the date of our fieldwork.
93. Reconciliation of rent expense for fiscal 2010 to leases in effect during fiscal 2010.
94. Update of prior year detail schedule of all lessee lease commitments and lessor lease receivables and payables as of December 31, 2010.
95. Evaluation of all new lease agreements for 2010 as to proper classification as operating or capital and determination that leases are accounted for in the proper manner based on the results of your evaluation.
96. Details of any debts or obligations of others for which the City is contingently liable.

#### **Fund Balance**

97. Rollforward of fund balance for all funds at December 31, 2010, from the balance per the 2009 audit report with explanation and support for differences for any items other than current year revenues over expenditures.

#### **Revenue and Expenses**

98. Comparison by major area and by account line item of 2010 revenues and expenses to 2009 actual and 2010 budget with explanations for significant or unusual fluctuations.
99. Copies of most recent ordinances supporting City revenues.
100. State of Arkansas Sales Tax Report for December 2010 with reconciliation of sanitation fees collected from Conway Corporation to general ledger.
101. Ad Valorem Tax breakout by fund for 2010.
102. In Lieu of Tax Disbursement schedule.
103. Analysis of impact fees for 2010 as compared to prior years with explanations of fluctuations. Template from prior year audit to be provided.



104. Detail of impact fee revenue for 2010.
105. Schedule of impact fee structure in effect for 2010.

### **Interfund Transfers/Interfund Payables and Receivables**

106. Detail and reconciliation of all interfund receivables/payables showing proper elimination as of December 31, 2010. Provide the schedule in the format that will be included in footnote 6 Interfund Balances.
107. Update the Interfund Understanding Memo. Template to be provided.
108. Schedule of all transfers in and out on a fund level for disclosure in footnote 6.

### **Pension Funds**

109. Most recent actuarial reports for all pension trust funds, including LOPFI reports for police and fire and December 31, 2009 or 2010, actuarial report for non-uniformed employees which is required biennially and was last obtained as of December 31, 2008.
110. Copy of documentation supporting allocation of LOPFI contribution credit received for 2010.
111. Detailed calculation of non-uniformed employees' participant contributions and reconciliation to general ledger for 2010.
112. Detail listing of non-uniformed employees' participant distributions and reconciliation to general ledger for 2010.
113. Copy of obituary or death certificate for deceased participants for whom benefits were paid beginning in 2010.
114. Detail of participant contributions refunded for the non-uniformed pension fund for 2010 and up to the date of our fieldwork.
115. Reconciliation of non-uniformed employees' employee and employer contributions to the corresponding expenditure on the general and street funds for 2010.
116. Access to employer contribution records for a sample of payroll periods to be selected and communicated to you.
117. Access to personnel files and check copies for a sample of participant distributions to be selected and communicated to you.
118. Investment statements as of the most recent month available prior to our arrival and a calculation based on these statements of any significant changes in the market value of the investments requiring disclosure.

### **Federal Expenditures and related Government Compliance (A-133)**

119. Detailed list of all grant funds (including all state and federal funds) received and expended in 2010 including the related CFDA numbers. Include all federal funds expended on the Schedule of Expenditure of Federal Awards for the Year Ended December 31, 2010, for inclusion in the audit report and update footnote 17 Federal Funds Program Compliance.
120. Details of the federal agency from where the federal funding originates, i.e. if any federal funding is received from a pass through entity, the entity the pass through entity received the funding from.
121. Update of State Code compliance requirements memo provided to you from prior year.

For the federal program selected as a major programs for testing in accordance with A-133:

122. Copies of all grant proposals, award notifications, and amendments.
123. Confirmation request for revenues received through major program(s).
124. Detail listing of cash receipts and cash disbursements for 2010.
125. Support for selected cash receipts including check copy, remittance advice, any accompanying correspondence from funding source, and posting of the receipt to bank statement.
126. Support for selected expenditures including invoice copies, check copies, and other supporting documentation.
127. Internal control documentation for templates to be provided. Update for programs tested in the prior year or preparation for programs not previously tested.
128. Copies of all reports submitted to the Federal funding sources during the current year, including reconciliation to the financial statements of any financial information included.
129. Discussion and details of any new or revised reporting requirements of the City by its federal funding sources.
130. Other requests to be determined based on the nature and type of federal expenditures and programs selected for testing.

December 7th, 2010

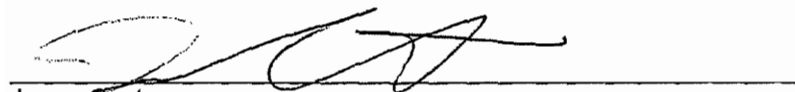
Ms. Lisa Mabry-Williams  
Director of Human Resources  
City of Conway  
1201 Oak Street  
Conway, Ar 72032

Dear Ms Williams,

This letter is to present the bid to the City of Conway for the continued use of 365 Fitness facilities. We would like to extend the contract for the next 2 years for the price of \$0. This will renew the contract through 12/31/12. We have attached a presentation which includes a list of the features of the facility, both existing as well as soon to come. We will be the only facility in town that includes a 24 hour fitness facility as well as a daycare, aerobics classes, unlimited tanning, and a womens only area. The facility is currently and will remain set up for the unique parking requirements of the city firefighters and emergency vehicles. In addition, you will find inclosed, that any family members to city employees can choose to sign up at a discounted rate. Thank you for your time and consideration in keeping 365 Fitness as your premire fitness center.



Ryan Cable  
365 Fitness Owner



Jason Casteen  
365 Fitness Owner

# 365 Fitness (Under new ownership)

---



City of Conway Bid for continued membership

# Benefits

---

- ❑ Shows as an 'employee benefit'
  - ❑ Better awareness of health and fitness promotes an individual's self worth as well as a positive working atmosphere!
-

# Club benefits

---

- Personal Training is available!
  - Nutrition plans available!
  - Aerobic classes available!
  - Brand new women's only area complete with cardio and a full line of circuit equipment!
  - Staffed daycare Monday through Friday!
  - Gym is open 24hours a day, 7 days a week, ***365 day a year!***
-



# Family members

---

- If an employee want to bring a family member to join, half off the standard rates would be honored!
  - Each family member would be able to join for only \$9.99 with the joining fee **WAIVED!!!**



# Included in membership

---

- Full daycare access (no added costs!)
- Complete use of the gym
  - Circuit training, Strength training, Full line of Cardio, Free weight area
  - Women's only area
  - Unlimited Tanning
  - Aerobics classes





**505**  
**FITNESS**

# ~~305~~ FITNESS

---





**We are located conveniently on  
S. Harkrider just off of Dave Ward!!!**





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

**AN ORDINANCE GRANTING A FRANCHISE TO THE GREEN'S AT NUTTER CHAPEL LLP TO UTILIZE RIGHT-OF-WAY FOR A LIGHTED FLAGPOLE IN THE ROUNDABOUT LOCATED AT OR NEAR 1705 S. SALEM ROAD; AND FOR OTHER PURPOSES:**

**Whereas**, The Green at Nutter Chapel LLP, located at 1705 S. Salem Road LLP, has requested to located a light flagpole in the roundabout near the complex in the city's right of way; and

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

Section 1: That a franchise is hereby granted from the City of Conway, Arkansas to the Green's at Nutter Chapel LLP to utilize the public right of way (roundabout) to place and maintain a lighted flagpole.

Section 2: That the flagpole structure permitted by this franchise shall be constructed, erected, maintained, repaired and operated in a strict compliance with all City codes, ordinances, and regulations for the life of the franchise.

Section 3: That the City of Conway assumes no maintenance responsibility for the permitted flag pole. The City shall not be responsible for damage to the flagpole by the City or by utility (public or franchised private) crews while performing normal maintenance work in the public right-of-way or easements. The City assumes no liability for personal injury or property damages as of a result of the placement of the flagpole and the applicant shall indemnify and hold the City harmless from actions, claims, costs, damages, and expenses to which the City may be subjected arising out of the placement of the flagpole in the public right-of-way.

Section 4: That upon notice from the appropriate city departments (as established by the Mayor), the franchisee shall remove the permitted items from the public right-of-way or easement at their own expense for any public improvement project or if the situation becomes a public nuisance.

Section 5: That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of the conflict.

**PASSED** this 14<sup>th</sup> day of December, 2010.

**Approved:**

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

**Attest:**

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





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

**AN ORDINANCE GRANTING A TEMPORARY FRANCHISE TO AARON KOSOVER, OWNER OF THE GREEN DELI TO UTILIZE SIMON PARK TO OPERATE A VENDING CART; AND FOR OTHER PURPOSES.**

**Whereas**, Aaron Kossover of The Green Cart Deli (mobile cart) desires to utilize Simon Park in downtown Conway to operate a portable concession stand, and

**Whereas**, the City of Conway has control of such streets and public grounds and parks and find it advantageous to grant a franchise for the use of a vending cart in Simon Park

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

**SECTION 1:** A temporary franchise that shall be in effect until \_\_\_\_\_ is hereby granted from the City of Conway (hereinafter referred to as "City") to Aaron Kossover of **1620 Josh Drive, Conway, AR** (hereinafter referred to as "Franchisee") for the purpose of the use of a vending cart in Simon Park for profit in a limited area (Simon Park) within the City of Conway. Franchisee, in the conduct of his business shall be authorized to utilize the park and public grounds in and around Simon Park not including the public parking lots or driveways except when the city shall notify Mr. Kossover of the events that reserve the park for other purposes. Mr. Kossover should make every effort to notify the City in advance of usage dates of Simon Park.

Section 2: This franchise is non-exclusive.

Section 3. Fees – A fee of \$50 shall be charged for this franchise.

Section 4. Franchisee shall be responsible for obtaining insurance in the amount of \$25,000 per person for bodily injury claims with a \$50,000 aggregate limit for bodily injury claims and \$25,000 for property damages, and that this franchise shall not be valid without such insurance.

Section 5. This franchise shall not be transferred to any other party.

Section 6. That franchisee shall be responsible for keeping the park and public grounds and parking areas clean of all waste and trash that is generated by the operations of this franchise. That failure to do comply will be adequate grounds for revocation of this franchise.

Section 7. All operations and facilities shall be maintained in a safe manner and licensed and inspected as required by the State of Arkansas. That failure to comply will be adequate grounds for revocation of this franchise.

Section 8. That the City assumes no maintenance or liability responsibility for franchisee's plant or appurtenances.

Section 9. That the Mayor, Police Chief or Fire Chief may temporarily revoke this franchise or restrict the free exercise of this franchise if it is determined that a situation exists that requires such revocation or restriction for the public safety or for abatement of a public nuisance. Upon such temporary revocation or restriction, Franchisee shall remove equipment and appurtenances from the park and/or public grounds at his expense until further notice from the city.

**PASSED** this 14<sup>th</sup> day of December, 2010.

**Approved:**

---

**Mayor Tab Townsell**

**Attest:**

---

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

301 E. Dave Ward Drive info@acxiom.com  
P.O. Box 2000 www.acxiom.com  
Conway, AR 72032-7114



December 7, 2010

Mayor Tab Townsell  
City of Conway, Arkansas  
2655 N Donaghey Ave. Suite 4  
Conway, AR 72032

Re: City of Conway \$1,100,000 Industrial Development Revenue  
Bonds (CCX Project), 1982 Series A \$1,000,000 and 1982 Series  
B \$100,000, dated April 1, 1982 (collectively, the "Bonds")

Dear Mayor Townsell,

As you are aware, the Bonds were issued by the City of Conway to finance the costs of the purchase of land, construction of a building, and purchase and installation of equipment (the "Project") for a corporate headquarters and related administrative operations. The Project was leased to Acxiom Corporation (f/k/a Conway Communications Exchange, Inc.) under a Lease Agreement dated as of April 1, 1982 by and between the City of Conway, Arkansas and Conway Communications Exchange, Inc. (the "Lease"). Acxiom continues to occupy the Project under the renewal options set forth in Section 11.6 of the Lease. In accordance with Section 11.5 of the Lease, Acxiom hereby exercises the option to purchase the Project and tenders to the City the sum of \$100.00 as payment in full of the option price.

Acxiom represents and warrants to the City that the Bonds have been paid in full and that the final payment of all outstanding principal and interest on the Bonds was made on or about April 1, 1992. Acxiom agrees to indemnify and hold the City harmless from and against any and all claims, demands, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses), that may be imposed on, incurred by or asserted against the City relating to or arising out of or in connection with the Bonds.

For your convenience, we have attached a quitclaim deed to convey title to the leased property to Acxiom along with a Lease Termination Agreement for filing in Faulkner County. Please sign, notarize and return the attached documents to the undersigned using the enclosed envelope.

Please let me know if you have any questions regarding any of the above.

Sincerely,

Acxiom Corporation

By: \_\_\_\_\_  
Authorized Representative

This instrument prepared by:  
Kevin R. Burns  
Rose Law Firm  
120 East Fourth Street  
Little Rock, AR 72201

**QUITCLAIM DEED**

**KNOW ALL MEN BY THESE PRESENTS:**

That CITY OF CONWAY, ARKANSAS, a municipal corporation organized and existing under the laws of the State of Arkansas (“Grantor”), for the sum of One Hundred Dollars (\$100.00) and other good and valuable consideration paid by ACXIOM CORPORATION, a Delaware corporation formerly known as Conway Communications Exchange, Inc. (“Grantee”), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey, and quitclaim unto Grantee, and unto its successors and assigns forever, the property, situated in Faulkner County, Arkansas, more particularly described on Exhibit A attached hereto.

TO HAVE AND TO HOLD the same unto the said Grantee and unto its successors and assigns forever, with all appurtenances hereunto belonging.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_ day of December, 2010.

City of Conway, Arkansas

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

ACKNOWLEDGMENT

STATE OF ARKANSAS            )  
  ) ss.  
COUNTY OF FAULKNER        )

On this \_\_\_\_ day of December, 2010, before me, \_\_\_\_\_, the undersigned officer, personally appeared Tab Townsell, Mayor of the City of Conway, a municipal corporation organized and existing under the laws of the State of Arkansas, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Title of officer:

My commission expires:

\_\_\_\_\_

I certify under penalty of false swearing that the legally correct amount of documentary stamps have been placed on this instrument.

Signature of Grantee or Agent:  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION

The following described lands situated in the County of Faulkner, State of Arkansas:

Part of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section Eighteen (18), Township Five (5) North, Range Thirteen (13) West, described as beginning at a point on the south right-of-way of U.S. Highway No. 65-B, also known as Industrial Boulevard, which point is 1550.5 feet north by 88 degrees 02 minutes west of the intersection of the south right-of-way of said U.S. Highway No. 65-B and the west right-of-way of Interstate Highway No. I-40, and continue thence north 88 degrees 02 minutes west along said south right-of-way a distance of 40 feet; thence south 2 degrees 20 minutes west 300 feet; thence south 88 degrees 02 minutes east 40 feet; thence north 2 degrees 20 minutes east 300 feet to the point of beginning.

and

Part of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section Eighteen (18), Township Five (5) North, Range Thirteen (13) west, described as beginning at a point on the south right-of-way of U.S. Highway No. 65-B, also known as Industrial Boulevard, which point is 1590.5 feet north by 88 degrees 02 minutes west of the intersection of the south right-of-way of U.S. Highway No. 65-B and the west right-of-way of Interstate highway No. I-40, and run thence north 88 degrees 02 minutes west along said south right-of-way 260.21 feet; thence south 88 degrees 50 minutes west, along said south right-of-way 199.8 feet; thence south 2 degrees 20 minutes west 289.1 feet; thence south 88 degrees 02 minutes east 460 feet; thence north 2 degrees 20 minutes east 300 feet to the point of beginning.

Subject to all restrictive covenants and easements of record.



**TERMINATION OF LEASE**

THIS TERMINATION OF LEASE is entered into this \_\_\_\_ day of December, 2010, by and between Acxiom Corporation, a Delaware corporation (f/k/a Conway Communications Exchange, Inc.) ("Lessee") and the City of Conway, Arkansas, a municipal corporation organized and existing under the laws of the State of Arkansas ("Lessor").

WHEREAS, Lessee leases from Lessor certain real property located in Faulkner County, Arkansas (the "Property"), as more particularly described on Exhibit A attached hereto and made a part hereof, under a lease agreement, dated as of April 1, 1982, recorded April 13, 1982, and appearing of record in Deed Record Book 304, Page 232 in the office of the Circuit Clerk and Ex-Officio Recorder of Faulkner County, Arkansas, as amended by that certain First Amendment to Lease Agreement dated as of September 1, 1983, recorded December 2, 1983, and appearing of record in Deed Record Book 326, Page 392 in the office of the Circuit Clerk and Ex-Officio Recorder of Faulkner County, Arkansas (collectively, the "Lease"); and

WHEREAS, the Lessee and Lessor desire to terminate the Lease;

NOW, THEREFORE, for an in consideration of the mutual promises contained herein, the sum of One Hundred Dollars (\$100.00) and other good and valuable consideration, paid by Lessee to Lessor, the receipt and sufficiency of which is hereby acknowledged, the Lessee and Lessor agree that the Lease is hereby terminated and of no further force or effect.

The parties hereto have executed this Termination of Lease the day and year first above written.

LESSEE:

Acxiom Corporation

By: \_\_\_\_\_  
Authorized Representative

LESSOR:

City of Conway, Arkansas

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

**ACKNOWLEDGMENT**

STATE OF ARKANSAS        )  
  ) ss.  
COUNTY OF FAULKNER    )

On this \_\_\_\_ day of December, 2010, before me, \_\_\_\_\_, the undersigned officer, personally appeared Tab Townsell, Mayor of the City of Conway, a political subdivision of the State of Arkansas, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Title of officer:

My commission expires:

\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF ARKANSAS        )  
  ) ss.  
COUNTY OF FAULKNER    )

ON THIS DATE before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, to me well known, who stated that he is the \_\_\_\_\_ of Acxiom Corporation, a Delaware corporation, and in such capacity was duly authorized to execute the foregoing instrument for and on behalf of the corporation for the terms and consideration stated therein.

WITNESS MY HAND AND OFFICIAL SEAL this \_\_\_\_ day of December, 2010.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION

The following described lands situated in the County of Faulkner, State of Arkansas:

Part of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section Eighteen (18), Township Five (5) North, Range Thirteen (13) West, described as beginning at a point on the south right-of-way of U.S. Highway No. 65-B, also known as Industrial Boulevard, which point is 1550.5 feet north by 88 degrees 02 minutes west of the intersection of the south right-of-way of said U.S. Highway No. 65-B and the west right-of-way of Interstate Highway No. I-40, and continue thence north 88 degrees 02 minutes west along said south right-of-way a distance of 40 feet; thence south 2 degrees 20 minutes west 300 feet; thence south 88 degrees 02 minutes east 40 feet; thence north 2 degrees 20 minutes east 300 feet to the point of beginning.

and

Part of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section Eighteen (18), Township Five (5) North, Range Thirteen (13) west, described as beginning at a point on the south right-of-way of U.S. Highway No. 65-B, also known as Industrial Boulevard, which point is 1590.5 feet north by 88 degrees 02 minutes west of the intersection of the south right-of-way of U.S. Highway No. 65-B and the west right-of-way of Interstate highway No. I-40, and run thence north 88 degrees 02 minutes west along said south right-of-way 260.21 feet; thence south 88 degrees 50 minutes west, along said south right-of-way 199.8 feet; thence south 2 degrees 20 minutes west 289.1 feet; thence south 88 degrees 02 minutes east 460 feet; thence north 2 degrees 20 minutes east 300 feet to the point of beginning.

Subject to all restrictive covenants and easements of record.

RELEASE OF LIEN OF TRUST INDENTURE

KNOW ALL MEN BY THESE PRESENTS:

That the City of Conway, Arkansas (the "Issuer") and First National Bank of Magnolia, as trustee, entered into a Trust Indenture dated as of April 1, 1982 recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Faulkner County, Arkansas on April 13, 1982, and appearing of record in Mortgage Book 187, Page 616, as supplemented by that certain First Supplemental Trust Indenture dated as of September 1, 1983 recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Faulkner County, Arkansas on December 2, 1983, and appearing of record in Mortgage Book 198, Page 574 (collectively, the "Trust Indenture"), providing for the issuance and security of the Issuer's \$1,100,000 Industrial Development Revenue Bonds (CCX Project), 1982 Series A \$1,000,000 and 1982 Series B \$100,000, dated April 1, 1982 (collectively, the "Bonds").

That BancorpSouth Bank (the "Trustee") is the successor by merger to First National Bank of Magnolia and serves as the successor trustee under the Trust Indenture to First National Bank of Magnolia.

That the Trustee hereby acknowledges defeasance of the debt and obligations arising from the issuance of the Bonds secured by the Trust Indenture, and hereby releases and discharges of record the lien created by the Trust Indenture.

IN WITNESS WHEREOF, BancorpSouth Bank, by its duly authorized officer, has hereunto signed its company name and affixed its seal on this December 12, 2010.

BancorpSouth Bank, as successor trustee by  
merger with First National Bank of  
Magnolia

By: *Don Colbert*  
Its: *As. VP / Division Manager*

ACKNOWLEDGMENT OF SUCCESSOR TRUSTEE

STATE OF ARKANSAS            )  
  ) ss.  
COUNTY OF COLUMBIA        )

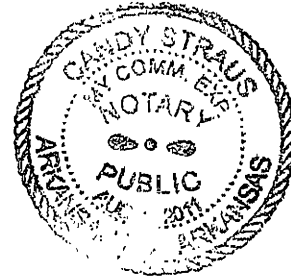
BE IT KNOWN, that on this December 17<sup>th</sup>, 2010, before me, the undersigned Notary Public, duly commissioned, qualified, and acting within and for the State and County aforesaid, personally came and appeared Sam Gilbert, the SVIP Division Manager of BancorpSouth Bank, who is known to me and known to be such official, acknowledged before me that he, in his capacity as such official and with full authority, executed and delivered the same voluntarily for and as the act of said Bank as of the date the same bears.

GIVEN under my hand and seal of office on the date first above written.

Candy Straus  
Notary Public

My Commission Expires:

August 1, 2011





**City of Conway, Arkansas  
Resolution No. R-10-\_\_\_\_\_**

**RESOLUTION TO REPEAL ORDINANCE NO. R-10-73 AND HEREBY BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONWAY, ARKANSAS:**

That a levy of \_\_\_\_\_ mill on the dollar be made and the same hereby is made upon the assessment of all taxable real and personal property in the City of Conway, Arkansas, as made by the Assessor of Faulkner County, Arkansas, during the current year, for the year beginning January 1<sup>st</sup>, 2011, for the purpose of raising General Fund Revenues of said City of Conway, the Mayor of the City of Conway is hereby ordered and directed to make out and certify unto the County Clerk and the Quorum Court of Faulkner County a copy of the Resolution to the end that said County may make said levy as aforesaid.

**PASSED** this 9<sup>th</sup> of November, 2010.

**Approved:**

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

**Attest:**

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