

Mayor Tab Townsell

City Attorney Michael Murphy

City Clerk/Treasurer Michael O. Garrett



**City Council Members**

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

**City of Conway - City Council Meeting**

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

Tuesday, March 26<sup>th</sup>, 2013 @ 6:30pm

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

5:30pm - Committee Meeting:

**No Committee Meeting**

\*\*\*\*\*

Call to Order: Mayor Tab Townsell  
 Roll Call: Michael O. Garrett, City Clerk/Treasurer  
 Minutes: February 26<sup>th</sup>, 2013 City Council Meeting  
 Announcements/Proclamations/Recognitions: [Employee Service Awards](#)  
[City of Distinction Award](#)

**1. Report of Standing Committees:**

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

1. Consideration for approval for cutting vegetation on the highway right of way for Cuerden Sign.
2. Consideration to approve nominations for the Conway Housing Authority Board.
3. Consideration to approve nomination for the Conway Corporation Board of Directors.
4. Consideration to enter a ground option and lease agreement for a cell tower with Gridiron Towers.
5. Consideration to enter a land lease agreement with AETN.
6. Consideration to acquire right of way for the Conway Western Arterial Loop (Baker Wills Parkway).
7. Consideration to approve the installation of a Pedestrian Hybrid Beacon on Salem Road at the Tucker Creek Trail Crossing.
8. Ordinance waiving bid requirement for the purchase of a central traffic management software upgrade system for the Street Department.
9. Consideration to accept annual bid for the FY2013 Gasoline & Diesel.  
*(Information will be provided at meeting)*

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

1. Ordinance accepting & appropriating donated funds to the Physical Plant Department.

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

1. Ordinance accepting and appropriating grant proceeds to purchase bomb squad robot upgrade for the Conway Fire Department.

2. Ordinance accepting donated items from Chestnut Animal Clinic to the Conway Animal Welfare Department.
3. Ordinance appropriating funds for pet cremation for the Conway Animal Welfare Department.
4. Ordinance appropriating grant funds received from Arkansas Homeland Security Grant program for the Conway Police Department.
5. Consideration to accept bids on a firearm training simulator for the Conway Police Department.  
*(Information will be provided at meeting)*

**D. Personnel**

1. Ordinance appropriating funds for Civil Service appeal hearing expenses.
2. Ordinance appropriating funds for Civil Service firefighter promotional testing expenses

**E. Finance**

1. Consideration to approve the monthly financials reporting ending February 28<sup>th</sup>, 2013.

**Old Business**

**New Business**

1. Ordinance appropriating funds to replace the sound system for City Council meetings.

**Adjournment**



*City of Conway*  
*Office of the Mayor*  
*Mayor Tab Townsell*  
[www.cityofconway.org](http://www.cityofconway.org)

March 18, 2013

To Whom It May Concern:

This is to certify that I have no objections to Cuerden Sign Co. Inc. cutting vegetation (bush hogging) on the highway right of way, along the south side of Interstate 40 adjacent to the Cuerden Sign billboard location on the Kay Dickens property just at the 124 mile marker and along the south side of Interstate 40 adjacent to the Cuerden Sign billboard location on the DJ Waller just at the 126 mile marker.

I understand that this is a permitted activity allowed by the Arkansas Highway & Transportation Department.

Respectfully,

Tab Townsell  
Mayor

# MEMO

**TO:** Mayor Tab Townsell  
Conway City Council

**CC:** Mary Boyd,  
Executive Director Conway Housing Authority

**FROM:** Felicia Rogers, Executive Assistant to the Mayor

**DATE:** March 14, 2013

**SUBJECT:** Reappointment of Ruth Glover  
Filling Ms. Manley remaining term (2015)

## Message:

At the annual meeting held on January 14, 2013, the Board voted to recommend that Ms. Ruth Glover be reappointed for another five year term beginning January 15<sup>th</sup>, 2013.

Also, the board voted at its March 11, 2013 board meeting to nominate Celesta Dokes to fill out the remainder of Sydne Manley term which expires in 2015. Ms. Manley resigned due to relocating to another state.

The Conway Housing Authority Board request confirmation of both appointments to the board.

Please advise if you have any questions.



*Operators of the City-owned Electric, Electronic & Water Systems*

March 20, 2013

The Honorable Tab Townsell, Mayor  
and Members of the City Council  
City of Conway, Arkansas  
1201 Oak Street  
Conway, AR 72032

Dear Ladies and Gentlemen:

The Board of Directors of the Conway Corporation, in conformance with Resolution 88-11, published a legal notice in the Log Cabin Democrat on January 28, 2013, advertising for nominees to the Conway Corporation Board of Directors. (A copy of that legal notice is enclosed.)

As of March 8, 2013, the expiration of the nominating period, seven nominations had been received.

The Conway Corporation Board of Directors met on March 19, 2013, and Mr. Robert (Bob) James Whitehouse was elected to succeed Mr. Randy Crowell, whose term expires May 8, 2013.

As mandated by the Articles of Incorporation of the Conway Corporation, it is my pleasure to submit to the Conway City Council for its ratification and approval the election of Mr. Bob Whitehouse.

We respectfully request your favorable consideration.

Sincerely,

Richard Arnold  
Chief Executive Officer  
Conway Corporation

RA:na

Enclosure

Site Name: Conway Irby

Site Number:

### GROUND OPTION AND LEASE AGREEMENT

This Ground Lease ("Lease") is made and entered into by and between the City of Conway, having an address at 1201 Oak Street Conway, Arkansas 72032, hereinafter referred to as "Landlord," and Gridiron Towers, LLC, an Oklahoma limited liability company, having an address at: 1619 East 36<sup>th</sup> Place, Tulsa OK 74105, hereinafter referred to as "Tenant."

WHEREAS, Landlord is the fee owner of property with an address of 2110 Winsdorsor Park Drive Conway, Arkansas located in the City of Conway, County of Faulkner, State of Arkansas legally described in Exhibit A attached hereto and incorporated by reference (the "Landlord's Parcel").

WHEREAS, Tenant desires to occupy, and Landlord is willing to provide Tenant such Premises (as hereinafter defined) on the Landlord's Parcel for Tenant's use, as set forth in this Lease.

NOW THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Option to Lease.

- a. Landlord hereby grants to Tenant an option (the "Option") to lease from Landlord the following described parcel (the "Leasehold Parcel"):

Approximate dimensions: 75' x 75'

Approximate square footage: 5,625

Legal descriptions of the Landlord's Parcel and the Tenant's Premises are attached hereto as Exhibit A and a Site Plan of the Leasehold Parcel is attached to the lease as Exhibit B.

- b. During the Initial Option Term (as hereinafter defined) and any Extended Option Term (as hereinafter defined), and during the Initial Term (as hereinafter defined) and any Renewal Term (as hereinafter defined) of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Leasehold Parcel to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Leasehold Parcel (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises (as hereinafter defined) and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Leasehold Parcel that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Leasehold Parcel, the environmental history of the Leasehold Parcel, Landlord's title to the Leasehold Parcel, and the feasibility or suitability of the Leasehold Parcel for Tenant's Permitted Use (as hereinafter defined), all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect

- or condition on or with respect to the Leasehold Parcel, whether or not such defect or condition is disclosed by Tenant's inspection.
- c. In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of One Thousand dollars (\$1000.00) within fifteen (15) days of full execution of this Lease by Landlord and Tenant. The Option will be for an initial term of eighteen (18) months (the "Initial Option Term") and may be renewed by Tenant, at the election of Tenant, for an additional six (6) months ("Extended Option Term") upon written notification to Landlord and the payment of an additional One Thousand dollars (\$1000.00) no later than fifteen (15) days prior to the expiration date of the Initial Option Term. Landlord shall provide a complete and accurate IRS form W9 to Tenant for the Payee of the Option sum prior to payment thereof.
  - d. During the Initial Option Term and during the Extended Option Term, if any, as the case may be, Tenant may exercise the Option by notifying Landlord in writing at any time prior to the expiration of the Initial Option Term and the Extended Option Term, if any, as the case may be. If Tenant exercises the Option, then Landlord shall lease the Leasehold Parcel to the Tenant on, and subject to, the terms and conditions of this Lease.
2. Grant of Easements. Landlord hereby grants to Tenant an access easement thirty (30) feet in width from the Leasehold Parcel to the nearest accessible public right-of-way (the "Access Easement") and a utility easement ten (10) feet in width to the nearest suitable utility company-approved service connection points (the "Utility Easement"); the Access Easement and the Utility Easement are collectively referred to herein as the "Easements"; the lands underlying the Access Easement and the Utility Easement are collectively referred to herein as the "Easement Parcels," which Easement Parcels are further described in Exhibits "A" & "B" attached hereto and incorporated herein). The Easements granted herein shall include, but not be limited to,
- a. The right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcels,
  - b. The right to improve an access road within the Access Easement Parcel,
  - c. The right to place use, repair, replace, modify and upgrade utility lines and related infrastructure and equipment within the Utility Easement Parcel,
  - d. The right to enter and temporarily rest upon Landlord's adjacent lands for the purposes of
    - (i) Installing, repairing, replacing and removing the Improvements (as defined below) and any other personal property of Tenant from the Leasehold Parcel and
    - (ii) Improving the Easement Parcels, including the right to bring in and use all necessary tools and machinery, and
  - e. The right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Access Easement Parcel. The Leasehold Parcel and the Easement Parcels are collectively referred to herein as the "Premises." Landlord agrees to make such additional direct grants of easement, such grants not to

be unreasonably withheld, conditioned or delayed, as Tenant may request in order to further the purposes for which Tenant has been granted the easements set forth in this Section 2.

3. Use of the Premises. Tenant shall be entitled to use the Premises to construct, operate, modify as necessary, and maintain thereon a communications antenna tower (including aviation hazard lights when required), an access road, one or more equipment buildings, back-up power devices and a security fence, together with all necessary lines, anchors, connections, devices, legally required signage and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage (collectively, the "Improvements"); Tenant's use described in this Section 3 is hereinafter referred to as the ("Permitted Use"). Tenant shall have unlimited access to the Premises 24 hours per day, 7 days a week.
4. Term of Lease. In the event Tenant, in Tenant's sole discretion, exercises the Option, the initial Lease term will be five (5) years (the "Initial Term"), commencing upon the Commencement Date (as hereinafter defined) and terminating at midnight on the day in which the fifth (5<sup>th</sup>) anniversary of the Commencement Date falls.
5. Option to Renew. The Initial Term of this Lease shall automatically extend for up to five (5) additional terms of five (5) years each (each, a "Renewal Term"), upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant's intention to terminate the Lease at least sixty (60) days before the expiration of the Initial Term or any Renewal Term.
6. Option to Terminate. Tenant shall have the unilateral right to terminate this Lease at any time by giving Landlord written notice of the date of such termination ("Termination Date"). The Indemnification obligations of each party contained in Section 12 and Tenant's requirement to remove improvements as provided in Section 20 shall survive termination of the Lease.
7. Base Rent. Commencing on the date that Tenant commences construction (the "Commencement Date"), Tenant shall pay Base Rent to Landlord in the amount of One Thousand dollars (\$1000.00) per month, the first payment of which shall be due within thirty (30) days of the Commencement Date, and installments thereafter on the first day of each calendar month, provided that Landlord shall submit to Tenant a complete and accurate IRS form W9 prior to Tenant's first payment of Rent. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive Rent on behalf of the Landlord. Rent will be prorated for any partial month. Any change to the Payee must be requested in accordance with the Notice provision herein, and a new IRS form W9 must be supplied prior to payment by Tenant to the new Payee.
8. Adjusted Rent. At the beginning of each Renewal Term throughout the duration of the Lease as renewed and extended, the Rent shall be increased by ten (10%) percent over the previous term's Rent.
9. Utilities. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Tenant's operations. The word "utilities" shall mean any service that



is necessary for the Tenant to conduct its operations on the Premises and “utility services” shall mean any provider who provides utility services or utility related infrastructure so that the Tenant can conduct its Permitted Use on the Premises.

10. Property Taxes. Landlord shall pay prior to delinquency any real estate taxes attributable to Landlord’s Parcel. Tenant shall pay prior to delinquency any personal property taxes levied against Tenant’s Improvements. Tenant shall pay to Landlord upon Landlord’s demand, any increase in real property taxes levied against Landlord’s Parcel which is attributable to Tenant’s use or Improvements, provided that Landlord agrees to furnish reasonable documentation of such increase to Tenant. Furthermore, Landlord agrees to give timely notice to Tenant in the event it is notified of an assessment valuation change, or a change in property status. Landlord agrees that Tenant shall have the right to appeal any such change in status or any increase in real estate assessment for the Leasehold Parcel or Tenant’s Improvements, and Landlord will reasonably cooperate, but at no cost to Landlord, with any such appeal by Tenant. Tenant shall only be responsible for property tax reimbursements requested by Landlord within one (1) year of payment of such property taxes by Landlord. Landlord’s requests to Tenant for reimbursement of such property taxes should be addressed to:

Gridiron Towers, LLC  
1619 East 36<sup>th</sup> Place  
Tulsa, Oklahoma, 74105

In order to ensure that Tenant’s leasehold interest is not extinguished in the event that the real property taxes related to Landlord’s Parcel become delinquent, Tenant shall have the right, but not the obligation, to pay delinquent real property taxes related to Landlord’s Parcel. Tenant shall be entitled to take a credit against the Rent under this lease for any such taxes paid by Tenant that exceed Tenant’s proportionate share thereof.

11. Repairs and Maintenance. Tenant shall be responsible for all repairs and maintenance of the Improvements, including, if applicable, snow removal if Tenant has exclusive control over its access road, and may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises. Landlord will maintain the areas surrounding Tenant’s Premises. Landlord’s maintenance shall include, but is not limited to, if applicable, to snow removal if all of part of Access Easement is shared between the parties.
12. Mutual Indemnification.
- a. To the extent permitted by law, Tenant agrees to defend, indemnify and save harmless Landlord from and against all claims, losses, costs, expenses, or damages from a third party, arising from
- (i) The negligence or willful misconduct of Tenant, or its agents, employees, or contractors; or
  - (ii) Any material breach by Tenant of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing,

Tenant will have no liability to Landlord to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Landlord, or of Landlord's agents, employees or contractors.

- b. To the extent permitted by law, Landlord agrees to defend, indemnify and save harmless Tenant from and against all claims, losses, costs, expenses, or damages from a third party, arising from
  - (i) The negligence or willful misconduct of Landlord or its agents, employees, or contractors; or
  - (ii) Any material breach by Landlord of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Landlord will have no liability to Tenant to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Tenant, or of Tenant's, agents, employees or contractors.
13. Insurance. Tenant shall maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). In addition, Tenant shall maintain worker's compensation in statutory amounts, employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000); automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars (\$1,000,000); and all risk property insurance covering all personal property of Tenant for full replacement value. Tenant shall provide Landlord with evidence of such insurance in the form of a certificate of insurance prior to obtaining occupancy of the Premises and throughout the term of this Lease or any Renewal Term.
14. Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure. If Landlord or Tenant fails to comply with any non-monetary provision of this Lease, the other party shall serve written notice of such failure upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of such failure at its sole cost and expense. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.
15. Compliance with Laws. Tenant shall, at Tenant's cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agency having jurisdiction over the Premises and Tenant's operations thereupon.
16. Assignment of Lease by Tenant. This Lease shall be freely assignable by the Tenant to any other party without the necessity of obtaining Landlord's consent. Tenant's right to effect

an outright transfer of the Lease, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee.

17. Subleasing. Tenant shall have the unreserved and unqualified right to sublet or license all or any portion of the Premises to subtenants without the necessity of obtaining Landlord's consent.
18. Right of First Refusal. Tenant (or its successor in interest, assignee or designee) shall have a right of first refusal ("Right of First Refusal") to purchase (a) all or any part of the fee ownership of the Premises; (b) any easement rights in or over all or any part of the Premises; (c) all or any part of Landlord's interest in or rights under this Lease, including, without limitation, the right to collect rents, or (d) any other legally recognizable interest in the Premises that Landlord make seek to transfer (each, "Landlord's Interest") whenever Landlord receives a bona fide offer from an unrelated third party to purchase, directly or indirectly, all or any part of Landlord's Interest that Landlord desires to accept ("Offer"). If the Offer is part of a larger transaction, including, without limitation, involving Landlord's Parcel, equity of Landlord or a larger package of assets which includes the Landlord's Interest, Landlord shall make a good faith estimate of the portion of such larger offer price attributable to the Landlord's Interest and provide that price to Tenant. Prior to accepting such Offer, Landlord shall give Tenant a copy of the Offer and other relevant documents, including the price and the terms and conditions upon which Landlord proposes to transfer Landlord's Interest (collectively, the "Right of First Refusal Notice"). Tenant shall have forty-five (45) days from the receipt of such notice to agree to purchase Landlord's Interest for the price and upon the terms and conditions specified in the Offer ("Tenant Approval Period").

If Tenant elects to so purchase Landlord's Interest, Tenant shall give to Landlord written notice thereof within said Tenant Approval Period ("Acceptance Notice"). If Tenant delivers an Acceptance Notice as provided herein, then Landlord and Tenant shall enter into a mutually acceptable purchase and sale agreement pertaining to such Landlord's Interest (the "Purchase and Sale Agreement"), reflecting the terms of the Offer, as well as other customary covenants, representations and warranties contained in purchase and sale agreements for similar acquisitions in the metropolitan area in which the Premises is located. The parties agree to act reasonably and cooperatively in negotiating, executing and delivering the Purchase and Sale Agreement. Except as otherwise specified in the Offer, at the closing for the sale of all or any part of the Premises, Landlord shall deliver to Tenant a special warranty deed (or local equivalent), sufficient to convey to Tenant fee simple title. In the case of an assignment of the Lease or the grant of an easement, Landlord shall instead deliver to Tenant a customary assignment of the Lease or a customary easement.

If Tenant does not exercise the Right of First Refusal during the Tenant Approval Period, then Landlord may proceed to transfer Landlord's Interest upon the same terms and conditions set forth in the Offer; provided such transfer occurs within three (3) months following the end of the Tenant Approval Period, the transfer is made in accordance with all the other terms and conditions of this Lease, and such purchaser assumes the obligations

of Landlord under this Lease including, without limitation, this Right of First Refusal which shall be an ongoing Right of First Refusal during the lease term. If Landlord has not transferred Landlord's Interest within such three (3) month period, or in the event any terms or conditions of the proposed deal change from the terms and conditions provided in the initial Right of First Refusal Notice, then Landlord shall not thereafter transfer Landlord's Interest to an unrelated third party without first renewing the Right of First Refusal Notice to Tenant in the manner provided above. Tenant's failure to exercise its Right of First Refusal or its express waiver of its Right of First Refusal in any instance shall not be deemed a waiver of Tenant's Right of First Refusal for subsequent instances when Landlord proposes to transfer Landlord's Interest to an unrelated third party during the lease term. Notwithstanding the foregoing, Landlord's right to sell all or any part of the Premises to a third party shall not be encumbered or restricted, except to the extent set forth in this Section.

19. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant such other instruments respecting the Premises as Tenant or Tenant's lender may reasonably request from time to time. Such instruments may include, but are not limited to, a memorandum of lease that may be recorded in the appropriate local land records. Landlord also agrees to cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises.
20. Removal of Improvements. The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the Premises. Tenant shall at all times be authorized to remove the Improvements from the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall remove the above ground improvements from the Premises. Tenant shall be entitled to abandon, in place, all footings, foundations and other below ground improvements.
21. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Initial Lease Term and any Renewal Term, if any, as the case may be, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.
22. Subordination and Non-Disturbance. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in writing and otherwise in form and substance reasonably satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of a security interest in Landlord's Parcel a non-disturbance agreement in form and substance reasonably satisfactory to Tenant.
23. Environmental Warranty. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Premises, and that Landlord has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereon.

24. Notices. Any notice, request or demand required or permitted to be given pursuant to this Lease shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight deliver service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with Federal Express (or a comparable overnight delivery service), or on the day that is five (5) days after deposit in the United States mail, as the case may be.

TENANT:

Gridiron Towers, LLC  
1619 East 36<sup>th</sup> Place  
Tulsa, OK 74105  
Phone: 1-918-645-2162

LANDLORD:

City of Conway  
1201 Oak Street  
Conway, AR 72032  
Phone: 501-513-3561

25. Contingencies. Tenant shall have the right to terminate this Lease upon written notice to Landlord, relieving both parties of all further obligations hereunder, if Tenant, acting reasonably and in good faith, shall be unable to obtain any or all licenses or permits required to construct its intended improvements upon the Premises or conduct Tenant's business at the Premises at any time during the Term; if Tenant's technical reports fails to establish to Tenant's satisfaction that the Premises are capable of being suitably engineered to accomplish Tenant's intended use of the Premises; if the Premises are taken by eminent domain by a governmental entity or a title commitment or report obtained by Tenant with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in Tenant's opinion, interfere with Tenant's intended use of the Premises.
26. Attorneys' Fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover from the other party the reasonable costs incurred by such party in such action, including reasonable attorneys' fees and costs of appeal.
27. Governing Law. This Lease will be governed by and construed in accordance with the laws of the State in which the Premises is located.
28. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Also, that Landlord is duly authorized and empowered to enter into this Lease; and that the person executing this Lease on behalf of the Landlord warrants himself to be duly authorized to bind the Landlord hereto.

29. Entire Agreement; Waiver. This Lease constitutes the entire agreement of the parties, and may not be modified except in writing signed by the party against whom such modification is sought to be enforced. No waiver at any time of any of the provisions of the Lease will be effective unless in writing. A waiver on one occasion will not be deemed to be a waiver at any subsequent time.
30. Modifications. This Lease may not be modified, except in writing signed by both parties.
31. Recording. Each party, on request of the other, agrees to execute a short form lease in recordable form and complying with applicable laws and reasonably satisfactory to both parties, which will be recorded in the appropriate public records.
32. Headings. The section headings throughout this instrument are for convenience and reference only, and are not to be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.
33. Invalidity of Particular Provision. If any term or provision of this Lease, or the application of such term or provision to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.
34. Remedies. The parties shall be entitled to the application of all appropriate remedies available to them under state and federal law in the enforcement of this Lease.
35. Errors and Omissions. Landlord and Tenant agree as part of the basis of their bargain for this Ground Lease to cooperate fully in executing any and all documents (including amendments to this Ground Lease) necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action, that may be necessary or appropriate to give full force and effect to the terms and intent of this Ground Lease.
36. Non-Binding Until Full Execution. Both parties agree that this Lease is not binding on both parties until both parties execute the Lease.
37. Electronic Reproductions. The Parties agree that a scanned or electronically reproduced copy of image of this Lease, as executed, shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of such agreement, notwithstanding the failure or inability of either party to produce or tender an original executed counterpart.

[END OF LEASE - SIGNATURE PAGE FOLLOWS]

Site Name: Conway Irby

Site Number:

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the date of full execution of this Ground Lease.

LANDLORD: City of Conway

TENANT: Gridiron Towers, LLC  
an Oklahoma limited liability company

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

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

Printed: \_\_\_\_\_

Printed: David Reuter

Title: Mayor

Title: Managing Member

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

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

Site Name: Conway Irby

Site Number:

STATE OF ARKANSAS)

COUNTY OF FAULKNER)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that \_\_\_\_\_, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that he signed the said Lease as his free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My commission expires \_\_\_\_\_

STATE OF OKLAHOMA

COUNTY OF COOK

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that \_\_\_\_\_, Managing Member, for Gridiron Towers, LLC, an Oklahoma limited liability company, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My commission expires \_\_\_\_\_



**Exhibit A**

## Legal Description

---

**LESSEE'S LEASE SITE DESCRIPTION**

A tract of land lying in and being part of Lot 63R, WINDSOR PARK SUBDIVISION, a Replat of Lot 63, WINDSOR PARK SUBDIVISION, in the City of Conway, lying in the East Half (E/2) of the Southeast Quarter (SE/4) of Section 34 and also lying in the West Half (W/2) of the Southwest Quarter (SW/4) of Section 35, Township 6 North, Range 14 West, Faulkner County, Arkansas according to the recorded plat thereof, as described in Document Number 2001-7522, Deed Records of Faulkner County, Arkansas; Said tract being more particularly described as follows:

Commencing at a 1/2" iron rod found for the Southwest corner of said Lot 63R;  
Thence S 87°57'57" E on the South line of said Lot 63R, also being the North Public Right-of-way line of Irby Drive, a distance of 32.24 feet to a point on said South line;  
Thence N 02°02'03" E perpendicular to said South line, a distance of 71.62 feet to a 1/2" iron rod set for the Southwest corner, said corner being the Point of Beginning; Thence N 28°13'57" W a distance of 75.00 feet to a 1/2" iron rod set for the Northwest corner; Thence N 61°46'03" E a distance of 75.00 feet to a 1/2" iron rod set for the Northeast corner; Thence S 28°13'57" E a distance of 75.00 feet to a 1/2" iron rod set for the Southeast corner; Thence S 61°46'03" W a distance of 75.00 feet to the Point of Beginning, containing 5,625.00 square feet or 0.129 acres, more or less.

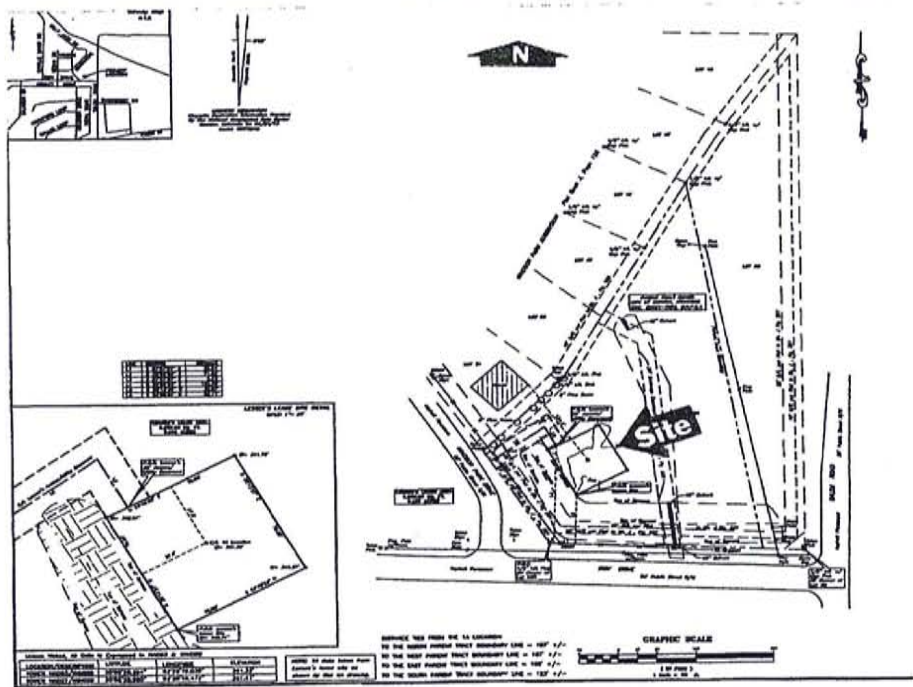
**LESSEE'S ACCESS/UTILITY EASEMENT DESCRIPTION**

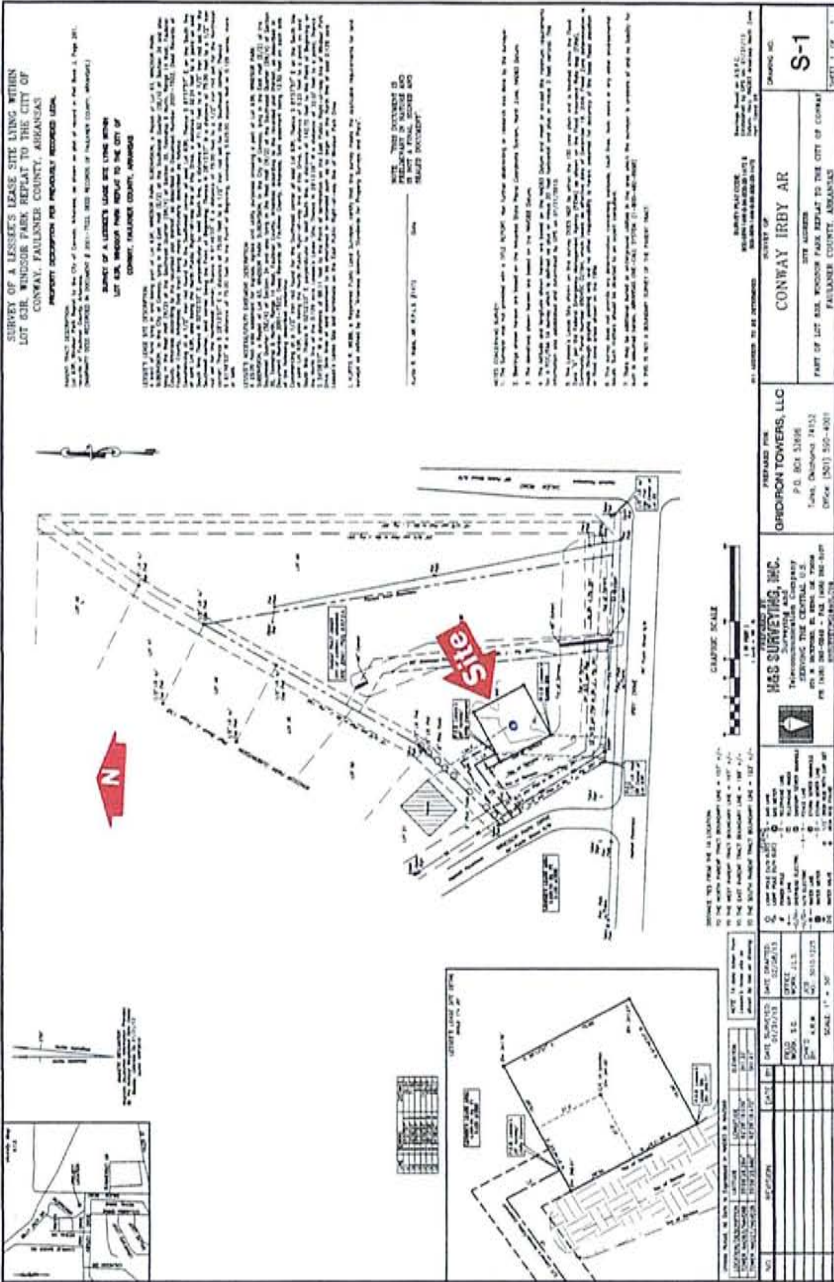
A 25.00 foot wide easement for ingress, egress and utility purposes crossing a part of Lot 63R, WINDSOR PARK SUBDIVISION, a Replat of Lot 63, WINDSOR PARK SUBDIVISION, in the City of Conway, lying in the East Half (E/2) of the Southeast Quarter (SE/4) of Section 34 and also lying in the West Half (W/2) of the Southwest Quarter (SW/4) of Section 35, Township 6 North, Range 14 West, Faulkner County, Arkansas according to the recorded plat thereof, as described in Document Number 2001-7522, Deed Records of Faulkner County, Arkansas; Said easement being 12.50 feet on each side of the following described centerline:

Commencing at a 1/2" iron rod found for the Southwest corner of said Lot 63R;  
Thence S 87°57'57" E on the South line of said Lot 63R, also being the North Public Right-of-way line of Irby Drive, a distance of 5.23 feet to a point on said South line; Thence N 02°02'03" E perpendicular to said South line, a distance of 142.70 feet to the Point of Beginning on the North line of the 0.129 acre Lessee's Lease Site; Thence N 28°13'28" W a distance of 32.07 feet to a point; Thence S 54°08'07" W a distance of 86.11 feet to the Point of termination on the East Public Right-of-way line of Windsor Park Drive. Side lines of said easement to be shortened or extended such as to begin on the North line of said 0.129 acre Lessee's Lease Site and terminate on the East Public Right-of-way line of Windsor Park Drive.

### Exhibit B

### Site Plan





**SURVEY OF A LESSEE'S LEASE SITE LYING WITHIN LOT ONE, WINDSOR PARK SUBDIVISION, CONWAY, FAULKNER COUNTY, ARKANSAS**

**PROPERTY OCCUPATION FOR PROPOSED RESIDENTIAL USE.**

THIS SURVEY WAS MADE FOR THE CITY OF CONWAY, ARKANSAS, BY THE SURVEYOR AT HIS OFFICE IN CONWAY, ARKANSAS, ON THE 15TH DAY OF APRIL, 2023. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACTS OF THE STATE OF ARKANSAS, AND THE SURVEYOR'S DUTY IS TO REPORT THE RESULTS OF HIS SURVEY AS ACCURATELY AS POSSIBLE.

**LOT ONE, WINDSOR PARK SUBDIVISION, CONWAY, FAULKNER COUNTY, ARKANSAS**

THIS SURVEY WAS MADE FOR THE CITY OF CONWAY, ARKANSAS, BY THE SURVEYOR AT HIS OFFICE IN CONWAY, ARKANSAS, ON THE 15TH DAY OF APRIL, 2023. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACTS OF THE STATE OF ARKANSAS, AND THE SURVEYOR'S DUTY IS TO REPORT THE RESULTS OF HIS SURVEY AS ACCURATELY AS POSSIBLE.

**PROPERTY OCCUPATION FOR PROPOSED RESIDENTIAL USE.**

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**PREPARED FOR:** GRIDIRON TOWERS, LLC  
 P.O. BOX 33898  
 LITTLE ROCK, ARKANSAS 72213

**PREPARED BY:** HAS SURVEYING, INC.  
 TRANSDUCERS COMPANY  
 1000 N. UNIVERSITY BLVD., SUITE 100  
 CONWAY, ARKANSAS 72032

**DATE:** APRIL 15, 2023

**SCALE:** 1" = 20'

**GRAPHIC SCALE:** 0 20 40 60 80 100 FEET

NO.	SECTION	DATE SURVEYED	DATE DRAWN
1	1	04/15/23	04/15/23
2	2	04/15/23	04/15/23
3	3	04/15/23	04/15/23
4	4	04/15/23	04/15/23
5	5	04/15/23	04/15/23
6	6	04/15/23	04/15/23
7	7	04/15/23	04/15/23
8	8	04/15/23	04/15/23
9	9	04/15/23	04/15/23
10	10	04/15/23	04/15/23

**CONWAY IRBY AR**

**CONWAY, ARKANSAS**

**FAULKNER COUNTY, ARKANSAS**

**S-1**

**PREPARED FOR:** GRIDIRON TOWERS, LLC  
 P.O. BOX 33898  
 LITTLE ROCK, ARKANSAS 72213

**PREPARED BY:** HAS SURVEYING, INC.  
 TRANSDUCERS COMPANY  
 1000 N. UNIVERSITY BLVD., SUITE 100  
 CONWAY, ARKANSAS 72032

**DATE:** APRIL 15, 2023

**SCALE:** 1" = 20'

**GRAPHIC SCALE:** 0 20 40 60 80 100 FEET

Arkansas Building Authority  
STATE OF ARKANSAS  
COUNTY OF PULASKI

Lease Term: 01/15/13 to 12/31/68  
Annual Rent: \$1.00  
Square Feet: n/a      Rate: \$n/a  
Type: Amendment/Extension  
Worked By: Melinda Miller  
County: 23    Agency: 516  
Lease #: T6027

**STATE OF ARKANSAS  
LAND LEASE AGREEMENT**

This Lease is made this 12th day of February 2013, by which Lessor leases the PREMISES to Lessee through ABA, Lessee's Leasing Agent.

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

"LESSOR" means: CITY OF CONWAY, a municipality of the State of Arkansas.

"LESSEE" means: ARKANSAS EDUCATIONAL TELEVISION COMMISSION, 350 S. Donaghey, Conway, Arkansas, 72034, an Agency of the State of Arkansas.

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

1. PREMISES:

"PREMISES" means the property consisting of approximately .229 acres of land and which is the subject of this Lease Agreement and further described below:

A part of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE1/4) of Section Thirty-two (32), Township Six (6) North, Range Fourteen (14) West, more particularly described as follows: Beginning at a point Seven Hundred Eighty-Six (786) feet South and Nine Hundred Eighteen and Two Tenth (918.2) feet West of the Northeast corner of said Southeast Quarter (SE1/4) of the Southeast Quarter (SE ¼) and run thence North Seven (7) degrees Twenty-eight (28) minutes West a distance of One Hundred (100) feet; thence South Eight-two (82) degrees Thirty-two (32) Minutes West a distance of One Hundred (100) feet; thence South Seven (7) degrees Twenty-eighth (28) minutes East a distance of One Hundred (100) feet; thence North Eighty-Two (82) degrees Thirty-two (32) minutes. East a distance of One Hundred (100) feet to the point of beginning, containing .229 acre, more or less;

2. TERM:

The initial term will begin on January 15, 2013 and end on December 31, 2068. The LESSEE may elect to extend the term not more than ninety (90) days upon the same terms by written notice to LESSOR, not less than thirty (30) days before the end of the initial term.

3. RENT:

The LESSEE agrees to pay \$1.00 per calendar year on or before the tenth (10) day of each such period, upon

invoice from the LESSOR, such amount to be paid to LESSOR at: 1201 Oak Street, Conway, AR 72032. LESSOR and LESSEE agree that as additional consideration for this Lease Agreement, a public advantage is created regarding the use of the PREMISES to provide educational television broadcasting activities to the public at large and LESSEE agrees to maintain, operate, repair and modify the PREMISES for the purposes solely related with the construction and operation of a non-commercial educational television station, without cost or expense to LESSOR, to the extent the Parties agree.

4. GOVERNING USE OF THE PREMISES:

LESSOR grants exclusive use of the following:

- (a) Ground space for the placement of 10' X 8' concrete pad for a movable building to house equipment licensed by the FCC to operate on microwave and other radio frequency bands in the approximate location as described in Exhibit "A" attached hereto and incorporated herein by reference; and to
- (b) Construct a new tower base and erect an 80 foot tower; and
- (c) Guy points and guy wires in the approximate locations as described in Exhibit "A"; and
- (d) Together with such rights of way and easements on, over, under, across and through the PREMISES as may be required by LESSEE for access and the installation of wires, cables and electrical support equipment necessary for the installation and operation of LESSEE'S telecommunications equipment located upon the PREMISES, including but not limited to access from the nearest source of telephone and electric utilities.

The leased PREMISES shall be used by LESSEE for the installation, operation and maintenance, repair or replacement of telecommunication equipment including antennas, microwave dishes, related ancillary equipment and the cables as described in Exhibit "A" which is attached hereto and incorporated herein by reference, for the transmission and reception of radio communication signals as licensed by the Federal Communications Commission (FCC). All equipment, fixtures, appurtenances and improvements erected, located, placed or constructed by LESSEE upon the lease PREMISES shall remain the personal property of LESSEE regardless of the manner or mode of attachment and must be removed by LESSEE at its sole cost and expense upon termination or expiration of this Lease Agreement.

LESSOR shall have reasonable approval of size, type and location of the building to be installed.

LESSOR and LESSEE agree to the following conditional use provisions stated below:

- (a) Improvements will be made at the sole expense of the LESSEE and LESSEE'S improvements shall remain the property of the LESSEE.
- (b) LESSEE shall be responsible for obtaining and paying all permits required by law, providing a copy of such to LESSOR. LESSEE shall install and operate the equipment and use the lease PREMISES in a manner which shall comply with all federal, state and local requirements governing the installation and operation thereof.

5. TERMINATION:

In addition to other remedies provided herein, the LESSOR or LESSEE may terminate this Lease Agreement by

thirty (30) days written notice to the other by ABA for one or more of the following:

- (a) by LESSEE, for the insufficiency of funds to continue operations of the tower; or
- (b) upon default of any covenant or term hereof by either party, which default is not cured within sixty (60) days of receipt of written notice of default; or
- (c) by LESSEE, if LESSEE is unable to obtain or maintain any license, permit or other governmental approval necessary to the construction and/or operation of the equipment on the lease PREMISES; or
- (d) by LESSEE, if the lease PREMISES or equipment are destroyed or damaged and rendered unsuitable for normal use; or
- (e) by LESSEE, if due to changed circumstances LESSEE determines that the use of the lease PREMISES is no longer suitable for LESSEE'S network operation; or
- (f) by LESSEE, in its sole discretion at any time on or before the first anniversary of the commencement date.

6. SPECIAL PROVISIONS:

- (a) LESSOR shall provide to LESSEE, LESSEE'S employees, agents, representatives, independent contractors and subcontractors access to the PREMISES upon request, at no charge.
- (b) LESSEE shall perform all repairs necessary to keep its equipment located on or about the lease PREMISES in good condition, reasonable wear and tear and damage from the elements accepted.
- (c) Prior to LESSEE'S installation of any equipment, other than equipment installed on the PREMISES as of the date of this Lease Agreement, on the PREMISES, LESSEE shall submit to LESSOR construction drawings which shall detail the plans and specifications for LESSEE'S equipment installation.
- (d) LESSOR shall approve the construction drawings within seven (7) days, excluding weekends and LESSOR holidays, from submission or provide specific reasons for disapproval. In the event that LESSOR does not approve or provide reasons for disapproval of the construction drawings within the designated time, the construction drawings shall be deemed approved; provided, however, no alterations or changes of a structural nature shall be made without final approval of LESSOR.
- (e) Upon termination of this Lease, whether by expiration, cancellation, forfeiture or otherwise, LESSEE shall remove from the lease PREMISES all its equipment and improvements installed, placed or erected on the lease PREMISES by LESSEE. LESSEE shall have one hundred and eighty (180) days after termination of this Lease in which to dismantle and remove all the equipment and improvements. LESSEE shall repair any damage resulting from such removal and fully restore the PREMISES and building systems, at LESSEE'S expense, to its prior condition any portion of the PREMISES disturbed by LESSEE.

- (f) LESSEE shall have the right to place, maintain and operate an emergency stand-by propane generator and install propane tank at the lease PREMISES.
- (g) The LESSOR shall have no responsibility or obligation to supply any of the utilities to the LESSEE.
- (h) LESSOR asserts that they are the true owners of the PREMISES and their rights to the PREMISES are not pursuant to a lease or sublease.
- (i) The State shall not be responsible for the payment of any taxes or assessments for the PREMISES.
- (j) LESSEE shall be required to perform all contracting for work to be performed on the PREMISES in accordance with the Arkansas Public Works laws and the Arkansas Building Authority Minimum Standards and Criteria rules. Likewise, LESSOR shall require all contractors performing work on or around the LESSEE'S equipment to provide proof of insurance prior to any work being done.
- (k) The LESSOR, LESSEE and ABA agree that should the Lease expire prior to the execution of any proposed amendment agreement, the parties agree that the Lease is hereby reinstated and ratified upon the Amendment Agreement being fully executed by the parties. The provisions, terms, and conditions of any subsequent Amendment Agreement shall govern in the event of conflict or inconsistencies, or both. This paragraph should not be construed between the parties as an agreement that the Lease will be extended for additional terms, but rather as an option between the parties to enter into future negotiations for additional terms should they so desire.
- (l) LESSOR waives any lien rights it may have concerning LESSEE'S equipment and facilities which are deemed LESSEE'S and LESSEE has the right to remove the same at any time without LESSOR'S consent.
- (m) Upon full execution, this Lease shall supersede and null and void the Agreement dated January 15, 1967 and the subsequent exercised option accepted on February 27, 1992 between CITY OF CONWAY and ARKANSAS EDUCATIONAL TELEVISION COMMISSION through the parties for the same PREMISES and LESSEE'S possession and use thereof shall continue hereunder pursuant to this Lease.
- (n) Notice address for LESSOR and LESSEE except where otherwise specified herein notice shall be provided by hand-delivery with a signed receipt or by mailing such written notice to the parties as follows:

TO THE LESSOR: Mayor, City of Conway  
 1201 Oak Street  
 Conway, Arkansas 72032

TO THE LESSEE: Arkansas Educational Television Commission  
 Attn: Executive Director  
 350 S. Donaghey  
 Conway, AR 72034

WITH COPY TO: Real Estate Services, Administrator  
Arkansas Building Authority  
501 Woodlane, Suite 101N  
Little Rock, AR 72201

7. MISCELLANEOUS:

- (a) The Lease Agreement and any modifications or amendments to it will not be valid without the written approval of ABA.
- (b) This Lease Agreement shall benefit and bind the parties hereto and their heirs, personal representatives, successors and assigns.
- (c) The LESSEE may terminate this Lease Agreement by written notice from ABA to LESSOR upon the taking by eminent domain of any part of the PREMISES. This provision does not prevent the LESSEE from claiming or recovering from the condemning authority the value of LESSEE'S leasehold interests.
- (d) Nothing in this Lease Agreement shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof. The Arkansas State Claims Commission has exclusive jurisdiction over claims against the State.
- (e) This Lease contains the entire agreement of the parties.
- (f) It is understood by the parties that this Lease Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

(continued on next page)



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

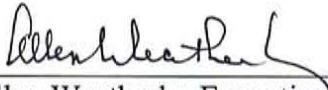
LESSOR:

LESSEE:

CITY OF CONWAY

ARKANSAS EDUCATIONAL TELEVISION  
COMMISSION

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

By:  \_\_\_\_\_  
Allen Weatherly, Executive Director

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

Date: 2-21-2013

ARKANSAS BUILDING AUTHORITY  
As Agent for Arkansas Educational  
Television Commission

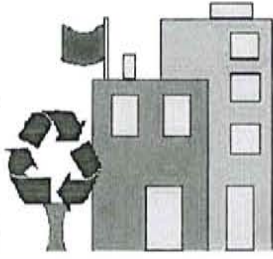
By: \_\_\_\_\_  
Chris Thomas, Administrator of  
Real Estate Services

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

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

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

**Arkansas  
Building  
Authority**



MIKE BEEBE, GOVERNOR • ANNE W. LAIDLAW, DIRECTOR

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February 14, 2013

**To:** AETN  
c/o Ms. J. Holloway  
350 S. Donaghey  
Conway, AR 72034

**From:** Melinda Miller, Real Estate Analyst  
Phone (501) 682-5566 Fax (501) 682-5589  
email:MMiller@aba.state.ar.us

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- Please review, sign and date and return to ABA for finalization.
  - Your file copy attached.
  - Lessor and Lessee file copy attached.  
Please distribute.
  - For your information. Please respond accordingly.
- 

**Remarks:** Lease Agreement # 23-000-T6027  
Conway/Faulkner County

Ms. Holloway,

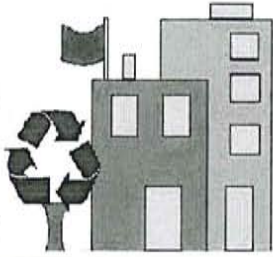
It is my understanding that AETN will send the lease to the City of Conway for their signature. Please have the City of Conway return the signed original lease back to ABA. For your convenience, I have attached a Transmittal for the City of Conway. Once the Lease is fully executed, I will scan and email the copy to AETN. My email is provided for your convenience.

Please contact me should you have any questions.

Thank you.

*Melinda Miller*

**Arkansas  
Building  
Authority**



MIKE BEEBE, GOVERNOR • ANNE W. LAIDLAW, DIRECTOR

---

February 14, 2013

**To:** The City of Conway  
c/o Mayor Tab Townsell  
1201 Oak Street  
Conway, AR 72032

**From:** Melinda Miller, Real Estate Analyst  
Phone (501) 682-5566 Fax (501) 682-5589  
email:MMiller@aba.state.ar.us

---

- Please review, sign and date and return to ABA for finalization.
  - Your file copy attached.
  - Lessor and Lessee file copy attached.  
Please distribute.
  - For your information. Please respond accordingly.
- 

**Remarks:** Lease Agreement # 23-000-T6027  
Conway/Faulkner County

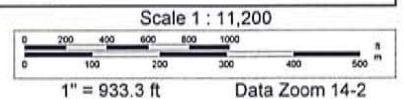
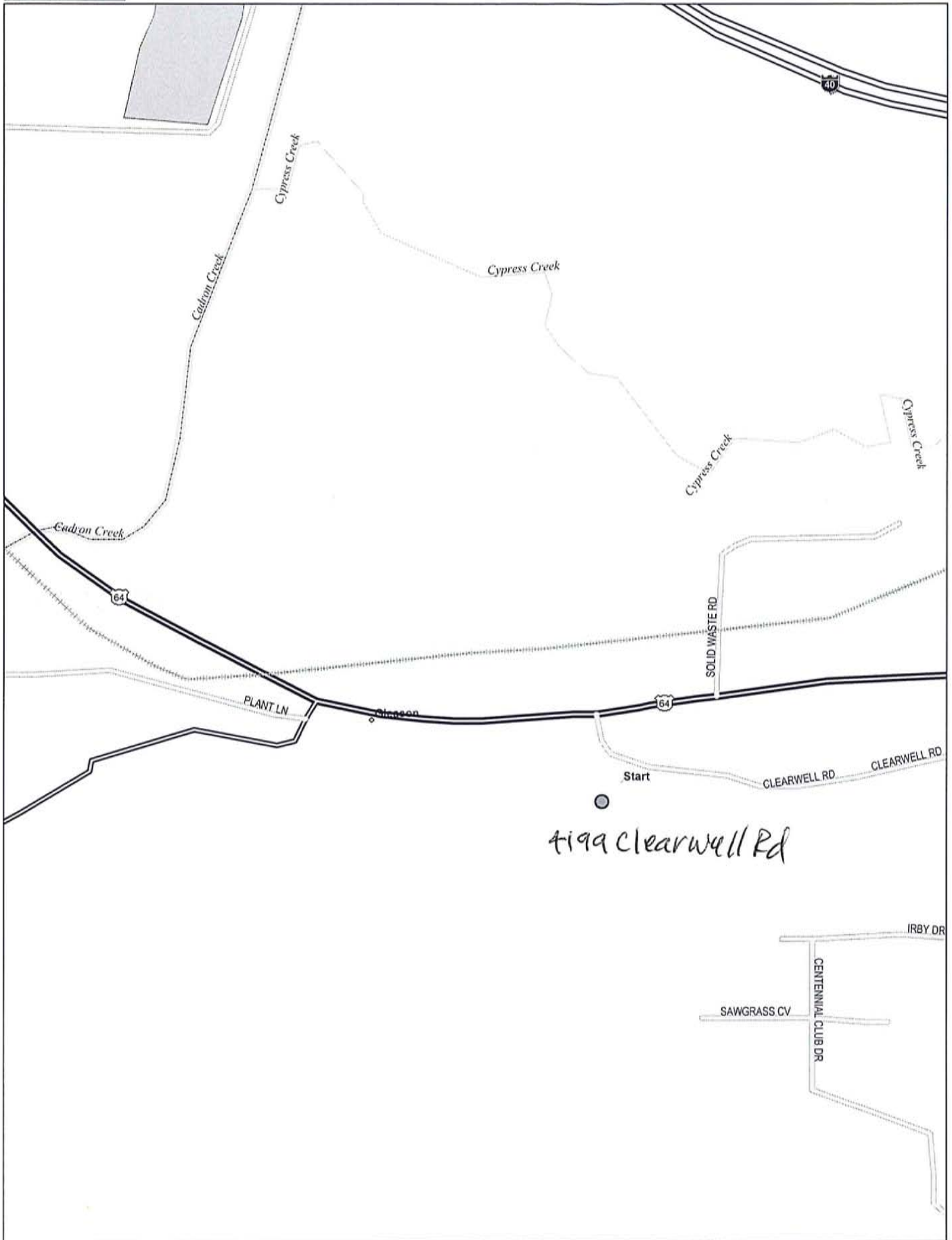
Honorable Mayor Townsell,

Please have the City of Conway return the signed *original* lease back to ABA. Once the Lease is fully executed, I will scan and email the copy to AETN. My email is provided for your convenience.

Please contact me should you have any questions.

Thank you.

*Melinda Miller*





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

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

March 15, 2013

Mayor Tab Townsell  
1201 Oak Street  
Conway, Arkansas 72032

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

Dear Mayor Townsell:

Our right of way acquisition consultants (OR Colan & Associates) have submitted for consideration the attached list of appraised values for several of the parcels of right of way required for the initial stage (HWY 365 to Sturgis Road) of this project. The list shown represents a little over 50% of the total number of parcels to be acquired.

I am requesting approval of these amounts. If these values are considered appropriate, a letter will be forwarded to each of these parties making an offer to acquire these properties at the amount listed.

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

If you have questions, please call.

Thanks,

Ronnie Hall, P.E.

CITY OF CONWAY  
 CONWAY WESTERN LOOP ( BAKER WILLS PARKWAY)  
 South Interchange - Right of Way Acquisition  
 Summary of Appraised Value (By OR Colan & Associates)  
 March 15, 2013

		Area Acquired (Sq. Ft.)	Market Value	Temp. Constr. Esm,t	Cost to Cure	Damages	Total Amount
41 & 41E-1	Gold Creek Baptist Church	8,452	\$ 4,750	\$ 100	\$ 100	\$ 50	\$ 5,000
42	Larry Bishop et al	8,556	\$ 800				\$ 800
44	Gold Creek Baptist Church	64,529	\$ 11,900	\$ 350	\$ 3,000	-	\$ 15,250
45	Gold Creek Baptist Church	22,901	\$ 9,200		\$ 5,400	\$ 1,400	\$ 16,000
46	Betty Dillard	22,916	\$ 7,300				\$ 7,300
47	Herman Bruendtner	5,805	\$ 1,000				\$ 1,000
48X	Aaron Sage	51,768	\$ 10,000				\$ 10,000
49X	Patrick Rappold	44,777	\$ 9,700			\$ 9,300	\$ 19,000
50	Ronald John Lauritzson	84,792	\$ 18,600	\$ 400		\$ 5,100	\$ 24,100
51	Thomas Rappold	5,266	\$ 2,700	\$ 100			\$ 2,800
53X & 53E-1	Tim J. Rappold	35,653	\$ 8,900	\$ 50		\$ 1,800	\$ 10,750
54	James Ingram	920	\$ 400				\$ 400
55	Jerry Meyer	5,552	\$ 2,200				\$ 2,200
57	Heriberto Loya	11,307 (Esmt)	\$ 9,900	\$ 725			\$ 10,625
58	Thomas Rappold	1,718	\$ 350	\$ 600		\$ 300	\$ 1,250
59	Hi-Jo, Ltd.	10,713	\$ 2,000	\$ 350			\$ 2,350
60 & 60E-1	Ark Game & Fish Comm.	2,414	\$ 400	\$ 1,400			\$ 1,800
61X	Robert L. Rappold	15,714	\$ 2,900	\$ -			\$ 2,900
62	Gary Maynard	3,198					\$ 1,600
70	Carl Alan McKnight	2,912	\$ 900				\$ 900
75X	James Brownlee	21,693	\$ 28,200	\$ 50		\$ 4,100	<u>\$ 32,350</u>
Total of values listed above							\$ 168,375

**MEMORANDUM**

TO: MAYOR TAB TOWNSELL

FROM: B. FINLEY VINSON III, P.E.  
TRAFFIC ENGINEER

DATE: March 19, 2013

REFERENCE: Pedestrian Hybrid Beacon

There has been some previous discussion among the council regarding the possibility of installing a Pedestrian Hybrid Beacon on Salem Road at the Tucker Creek Trail Crossing. Attached is an example of what a beacon such as this would look.

Now that the trail is open in this area, the Street and Engineering Department is requesting permission to begin designing the signal. An accurate engineer's estimate cannot be prepared until the signal is designed. However, based on rough numbers, we expect the signal to cost around \$50,000.





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

**AN ORDINANCE WAIVING BID REQUIREMENTS FOR THE CITY OF CONWAY STREET AND ENGINEERING DEPARTMENT TO UTILIZE SOLE SOURCE VENDORS TO PURCHASE A CENTRAL TRAFFIC MANAGEMENT SOFTWARE UPGRADE, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES,**

**WHEREAS**, the ACTRA Traffic Management Software currently in use by the City of Conway Street and Engineering Department has become outdated and needs to be upgraded to TACTICS; and

**WHEREAS**, Temple Inc. is the only available source for a TACTICS Central Traffic Management software upgrade; and

**WHEREAS**, TACTICS by Siemens is the only available Central Traffic Management software that effectively communicates with the Siemens traffic controllers currently in use by the city of Conway; and

**WHEREAS**, the City of Conway Street and Engineering Department will use funds from the traffic signal maintenance budget (002.201.5466).

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

**SECTION 1.** The City of Conway hereby approves a waiver of the requirement for obtaining competitive bids in order for the Street and Engineering Department to utilize Temple Inc. to purchase a TACTICS Central Traffic Management Software upgrade in the amount of \$73,608.56.

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

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

**PASSED** this 26<sup>th</sup> day of March, 2013.

**Approved:**

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

**Attest:**

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



## MEMORANDUM

TO: MAYOR TAB TOWNSELL

FROM: B. FINLEY VINSON III, P.E.  
TRAFFIC ENGINEER

DATE: March 19, 2013

REFERENCE: TACTICS

The Street and Engineering Department is requesting approval to purchase an upgrade for ACTRA central traffic management Software. The software has become outdated and is no longer supported by Siemens. The upgrade, called TACTICS, is the current version of Siemens' traffic management software and communicates more effectively with newer traffic controllers.

Purchasing Siemens software is the only reasonable choice for two reasons. First, because our current ACTRA software is a Siemens product we are eligible for an upgrade price. Second, all of the controllers currently in use by the city are Siemens controllers and will only communicate with Siemens software. TACTICS is sold by Temple, inc., which is the Siemens distributor for this area.

For these reasons, the Street and Engineering Department is requesting approval to waive bids and purchase the software upgrade from Temple, inc. The total cost for the upgrade is \$73,608.56 as shown in the attached quote. The funds will come from the signal maintenance budget (002.201.5466).



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

**AN ORDINANCE ACCEPTING DONATED FUNDS & APPROPRIATING FUNDS TO THE CONWAY PHYSICAL PLANT DEPARTMENT; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Conway Physical Plant received donations in the amount of \$5,000.00 from each of the following entities; the Conway Chamber of Commerce, CDC, and Downtown Partnership for a total of \$15,000, and

**WHEREAS**, the Conway Physical Plant requests the donation be used to increase the department’s part time budget, which will in turn allow the Physical Plant to perform additional jobs in downtown Conway (medians, curbs, etc).

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

**SECTION 1:** The City of Conway shall accept the donation and appropriate \$15,000 from the General Fund Revenue Account (001-119-4799) to the General Fund Physical Plant Part Time Salary Account (001-106-5113).

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

**Passed** this 26<sup>th</sup> day of March, 2013.

**Approved:**

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

**Attest:**

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



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

**AN ORDINANCE ACCEPTING AND APPROPRIATING GRANT PROCEEDS AWARDED TO THE CONWAY FIRE DEPARTMENT BOMB SQUAD; WAIVING COMPETITIVE BID REQUIREMENTS TO UTILIZE A SOLE SOURCE VENDOR TO PURCHASE A BOMB SQUAD ROBOT UPGRADE; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:**

**WHEREAS**, Conway Fire Department has been awarded state turn back monies (CFDA #97.067) in the amount of \$29,113 by the Arkansas Department of Emergency Management (ADEM) and the Department of Homeland Security Grant Program (HSGP) submitted under the FY10 Homeland Security Grant Program (HGSP); and

**WHEREAS**, the Conway Fire Department Bomb Squad requests acceptance of this grant in order to purchase a robot upgrade and type 3 tactical vests; and

**WHEREAS**, the City of Conway Fire Department's Bomb Squad desires to utilize a particular vendor as the sole source available and knowledgeable of this servicing; and

**WHEREAS**, this grant is 100% reimbursable to the City of Conway; and

**WHEREAS**, these funds must be expended with invoices and proof of payment submitted to ADEM no later than July 31, 2013.

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

**Section 1.** The City of Conway shall budget grant funds of \$29,113 in the Federal Grant Fund Revenue Account (399.000.4750) and transfer said funds into the Grant Machinery and Equipment expense account (399.131.5910).

**Section 2.** The City of Conway hereby approves a waiver of the bid requirements in order for the Fire Department Bomb Squad to utilize ICOR Technology to purchase an upgrade for the robot up to the amount of \$23,500.

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

**Section 4.** This ordinance is necessary for the protection of the public peace, health and safety; an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

**PASSED this 26<sup>th</sup> day of March, 2013**

**Approved:**

**Attest:**

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

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



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

**AN ORDINANCE ACCEPTING DONATED ITEMS TO THE CONWAY ANIMAL WELFARE DEPARTMENT; AND FOR OTHER PURPOSES**

**WHEREAS**, Dr. Ken Shaddox, owner of Chestnut Animal Clinic has donated varies items to the Conway Animal Welfare Unit with a stated value of \$2,306; and

**WHEREAS**, the Conway Animal Welfare Unit needs these items to use at the shelter.

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

**SECTION 1.** The City of Conway shall accept the donated items listed for the Animal Welfare Unit:

5 (five) 18x18 Stainless Steel Cages	\$1543
1 (one) 24x24 Stainless Steel Cage	\$ 369
1 (one) 24x30 Stainless Steel Cage	\$ 394

**Total Value:** **\$2,306**

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

**PASSED** this 26<sup>th</sup> date of March 2013.

**Approved:**

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

**Attest:**

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



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

**AN ORDINANCE APPROPRIATING FUNDS & UTILIZING A SOLE SOURCE VENDOR FOR CREMATION SERVICES FOR THE CONWAY ANIMAL WELFARE UNIT; AND FOR OTHER PURPOSES;**

**Whereas**, the Conway Animal Welfare Unit needs approximately \$10,000 to pay for cremation services; and

**Whereas**, Pet Cremation is the prefer vendor for the Conway Animal Welfare Unit; and

**Whereas**, the funding for this purchase has not previously been appropriated by Council action.

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

**Section 1.** The City of Conway shall appropriate \$10,000 from the general fund appropriation account, 001.119.4900 to the Animal Welfare Unit's professional services expense account, 001.127.5299 and utilize Pet Cremation as the vendor.

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

**PASSED** this 26<sup>th</sup> day of March, 2013.

**Approved:**

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

**Attest:**

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



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

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

**WHEREAS**, the Office of Emergency Management has received a grant from the Arkansas Homeland Security Grant Program and has allocated \$28,012.62 to the Conway Police Department and;

**WHEREAS**, the Conway Police Department needs these funds to purchase the following equipment:

- Computer aided dispatch simulator
- Pole camera for SWAT operations
- 12 Shin guards for SWAT Members

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

**SECTION 1.** The City of Conway shall appropriate funds, from the General Fund, to the following State Grant expense accounts, which will be 100% reimbursed once all paperwork has been submitted to OEM for payment:

- \$21,586            401.121.5910
- \$4,000            401.121.5950
- \$ 480             401.121.5670

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

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

**PASSED** this 26<sup>th</sup> day of March, 2013.

**Approved:**

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

**Attest:**

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

**MEMORANDUM**

**TO:** City Council Members/Mayor Tab Townsell  
**FROM:** Chief A.J. Gary  
**DATE:** March 19, 2013  
**SUBJECT:** Opening of Bids for Firearm Training Simulator.

Bids will be opened at 10:00am on March 26<sup>th</sup>, 2013 for the purchase of a firearms training simulator. A revised memo outlining the bid totals will be provided at the council meeting with a request to accept. If you have any questions please let me know.

Thank you for your consideration.



*City of Conway*  
**Office of the Mayor**

*Mayor Tab Townsell*

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

**INVITATION TO BID  
TO THE VENDOR ADDRESSED:**

Bidders are invited to furnish the items listed herein in accordance with the terms and conditions attached. **Sealed** bids must be in the Office of the Mayor; no later than **10:00am, Tuesday, March 26<sup>th</sup>, 2013** at which time all bids will be opened and read in the Downstairs Conference Room in City Hall. Successful bidders will receive purchase order, within 30 days after City Council approval, if necessary. ***Unsigned bids will be rejected.***

**Invitation to Bid**  
**Bid No. 2013-12**  
**Conway Police Department**  
**Firearm Training Simulator**

**Minimum Bid Specifications:**

1. The simulator must provide interactive training for at least two officers simultaneously using a variety of weapons including pistol, shotgun, patrol rifle, taser and OC spray.
2. The system must be portable and come with laptop/computer, projector and screen that is capable of being moved from site to site.
3. System must have audio capability that will provide for realistic training. Initial training and set-up cost must be included in the purchase price.
4. Purchase price must include at least one year of warranty coverage.
5. Please include additional information on the firearm training simulator as necessary.



**Additional Information:**

- The bidder shall include all charges, **including taxes, fees, freight charges, shipping, etc.** (if applicable)
- The bidder needs to include an anticipated delivery date (if applicable)
- In submitting this bid, it is understood by the undersigned bidder that the right is reserved by the City of Conway to reject any and all bids, to waive any informalities, and to accept the bid deemed to be in their best interest.

Contact Information regarding bid specifications:

Joe Taylor  
Major, Administrative Division  
Conway Police Department  
1105 Prairie St  
Conway, AR 72032  
Office (501) 328-4115  
Cell (501) 269-3087  
email [joe.taylor@cityofconway.org](mailto:joe.taylor@cityofconway.org)

**Bid specifications can be obtained from our website:**

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



**Conway Police Department  
Firearm Training Simulator  
Bid Number: 2013-12  
Bid Opening Date: Tuesday, March 26<sup>th</sup>, 2013  
City Hall, Downstairs Conference Room @ 10:00am**

Total amount of Firearm training Simulator: \_\_\_\_\_

Delivery Time \_\_\_\_\_

***Authorized Agent Bidding on this project:***

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Representative Name

\_\_\_\_\_  
Representative's Signature Date

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

\_\_\_\_\_  
City State Zip

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

**Unsigned bids will be rejected:**

**City of Conway – Mayor’s Office**  
**Terms & Conditions**  
[www.cityofconway.org](http://www.cityofconway.org)  
**Important – Read Carefully**

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

1. Prices quoted will be considered to be net prices unless otherwise stated by the bidder. Cash discounts requiring payments in less than 30 days will not be considered in making awards.
2. Prices quoted shall be FOB Conway unless otherwise specifically stated on proposal. In either case, delivery charges must be prepaid.
3. All charges including taxes, shipping, freight, and any miscellaneous taxes shall be included in prices quoted, if applicable.
4. Bidder certifies that he will make delivery of items for which he bids within 10 days after receipt of award – ***unless otherwise specifically stated***. Time of delivery in excess of 10 days may be considered a factor in making awards.
5. In case of default of contractor in making deliveries as per contract, the City may procure the articles or services from other sources and hold the contractor responsible for all excess costs occasioned thereby. Bidder’s record as to satisfactory performance under previous contracts will be considered a factor in making awards and retention on bid lists.
6. The City reserves the right to reject any or all bids, in part or in whole and to waive information in bids received.
7. If not otherwise specified, bidder must furnish brand names with catalog number, if any, on items which are offered as “equal.” In all such cases the burden of establishing equality is upon the bidder and failure to do so within a reasonable time may result in rejection. Alternative bids will not be considered unless no other type bid for the item is received.
8. In the case of equal or tie bids, preference will be given to Arkansas bidders. Other than as stated in the first sentence, awards on tie bids will be made at the discretion of the purchasing official. In such cases, “splitting” will be avoided and awards of previous contract(s) to one or more of the bidders will not be a factor.
9. In the event that bidder is unable to furnish all of an item, bids on portions thereof may be considered.
10. Final inspections and acceptance or rejection will be made after delivery. Items rejected because of non-conformance shall be removed and replaced immediately with those which meet specifications, all at the expense of the contractor. In the event that necessity requires the use of non-conforming items, payment therefore will be made at a proper reduction in price which shall be not greater than contractor’s actual cost by purchase, fabrication, manufacture or other production method plus transportation paid to carriers. All costs in connection with testing items that do not meet specifications shall be paid by contractor.
11. Quality, time of performance, probability of performance, and location of bidder will be factors in awards of all contracts.
12. The City reserves the right to purchase any, all or none of the items listed, in combinations thereof that may be in the best interest of the City of Conway.
13. The City reserves the right to change any specifications, terms and/or conditions at any time, with adequate notice in writing to bid invitees of those changes, if any.
14. The City is qualified for “GSA” pricing schedules, ***if available and applicable***.
15. The City reserves the right to waive any informalities or minor defects, but this shall not be construed to indicate waiver of any specification, term and/or condition unless in the best interest of the City in the judgment of the City.
16. **CONSTRUCTION/INSTALLATION:** Any construction work that is worth \$20,000 or more must comply with Arkansas Code Annotated § 22-9-204.
17. **Arkansas Prevailing Wage Law A.C.A. §22-9-301 through 3-15:** The City of Conway, general contractors or any subcontractors is subject to the Arkansas Prevailing Wage Law, A.C.A. **§22-9-301 through 3-15**.

The Labor Standards Division enforces laws related to [prevailing wage](#) (PDF). Arkansas's prevailing wage law is commonly referred to as the "little Davis-Bacon Act." The law requires the division to issue a wage determination for each public works project where the cost of all labor and materials exceeds \$75,000. *Exemptions are public school construction; work done for or by any drainage, improvement, or levee district; highway, road, street or bridge construction and maintenance, or related work contracted for or performed by incorporated towns, cities, counties, or the Arkansas Highway Department.* If you need a copy of the Prevailing wage Regulation and Laws that are required; this information is available at [http://www.arkansas.gov/labor/pdf/prevailing\\_wage\\_regs.pdf](http://www.arkansas.gov/labor/pdf/prevailing_wage_regs.pdf).

18. **PROHIBITED INTEREST CONDITION:** No official of the City authorized on behalf of the City to specify, plan, design, negotiate, make, accept or approve, or take part in specifying, planning, negotiating, making, accepting or approving any construction or material purchase contract or any subcontract in connection with any purchase made by the City of Conway shall become directly or indirectly interested personally in the purchase in the purchase or any part thereof.
19. **EQUAL OPPORTUNITY IN EMPLOYMENT:** All qualified bidders will receive consideration without regard to race, color, religion, sex, age, disability or national origin.



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

**AN ORDINANCE APPROPRIATING FUNDS FOR THE CITY OF CONWAY CIVIL SERVICE EXPENSES;  
 DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:**

**WHEREAS**, The City of Conway has a need to pay for legal and court reporter services related to a Civil Service Commission appeal hearing at a cost of \$3,200 for which funding has not previously been provided.

**WHEREAS**, budgetary authority for such expenditure has not previously been provided.

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

**Section 1.** The City of Conway shall appropriate \$3,200 for expenses related to the Civil Service Commission appeal hearing from General Fund – Fund Balance Appropriation Account (001.119.4900) to the Civil Service Account (01.119.5770).

**Section 2.** This ordinance is necessary for the protection of the public peace, health and safety; an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

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

**PASSED** this 26<sup>th</sup> day of March, 2013.

**Approved:**

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

**Attest:**

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



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

**AN ORDINANCE APPROPRIATING FUNDS FOR THE CITY OF CONWAY CIVIL SERVICE TESTING EXPENSES;  
 DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:**

**WHEREAS**, The City of Conway has a need to pay for expenses related to Civil Service Commission expenses including promotional firefighter testing at an approximate cost of \$1,850 for which funding has not previously been provided.

**WHEREAS**, budgetary authority for such expenditure has not previously been provided.

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

**SECTION 1.** The City of Conway shall appropriate \$1,850 for expenses related to the Civil Service Commission promotional firefighter testing from General Fund – Fund Balance Appropriation Account (001.119.4900) to the Civil Service Account (001.119.5770).

**SECTION 2.** This ordinance is necessary for the protection of the public peace, health and safety; an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

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

**PASSED** this 26<sup>th</sup> day of March, 2013.

**Approved:**

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

**Attest:**

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



City of Conway, Arkansas  
Monthly Financial Reports  
February 28, 2013

City of Conway  
 Monthly Financial Report - General Fund  
 For the month ended February 28, 2013



Revenues	Budget	Month	Year to	Encumbered	(Over)/Under	%
		Activity	Date		Budget	Expend/Collect
Ad Valorem Tax	2,938,000	116,762	411,692		2,526,308	14%
Payments in Lieu of Tax	23,000	-	-		23,000	0%
State Tax Turnback	2,000,000	139,247	403,483		1,596,517	20%
Sales Tax	17,440,000	1,624,693	2,990,741		14,449,259	17%
Beverage Tax	408,000	-	32,544		375,456	8%
Franchise Fees	2,635,000	263,709	481,325		2,153,675	18%
Airport Revenue	70,000	5,990	11,979		58,021	17%
Airport Fuel Sales .05 / GAL	10,500	62	2,321		8,179	22%
Permits	470,000	64,478	111,223		358,777	24%
ACIEA Revenues	-	(24)	2,949		(2,949)	100%
Dog Tags & Fees	25,000	1,330	2,685		22,315	11%
Municipal Court Fines and Fees	745,000	40,172	40,213		704,787	5%
Law Enforcement	805,430	33,264	59,184		746,246	7%
Federal Grant Revenues	50,000	-	30,946		19,054	62%
Parks	450,000	52,402	74,798		375,202	17%
Interest Income	2,700	2,056	2,056		644	76%
Act 749 Public Safety	1,500	87	87		1,413	6%
Donations	480	25	1,693		(1,213)	353%
Act 833 Revenue	80,000	-	1,522		78,478	2%
Miscellaneous Revenues	112,150	16,503	20,517		91,633	18%
Transfers from Other Funds	423,000	-	35,250		387,750	8%
Fund Balance Appropriation	466,065	-	-		466,065	0%
<b>Total Revenues</b>	<b>29,155,825</b>	<b>2,360,755</b>	<b>4,717,208</b>	<b>-</b>	<b>24,438,617</b>	<b>16%</b>
<b>Expenditures</b>						
Admin (Mayor, HR)	546,213	33,150	49,564	2,469	494,180	9%
Finance	372,081	36,745	49,540	631	321,911	13%
City Clerk/Treasurer	220,525	13,580	21,474	318	198,733	10%
City Council	83,400	6,244	13,241	-	70,159	16%
Permits and Planning	785,935	54,536	81,413	21,589	682,933	10%
Physical Plant	568,400	37,118	54,256	64,353	449,791	10%
Fleet Maintenance	80,443	13,942	18,092	2,412	59,939	22%
Information Technology	1,232,962	72,955	88,245	505,497	639,220	7%
Airport	32,500	2,162	6,018	-	26,482	19%
Nondepartmental	563,471	13,325	269,433	427	293,611	48%
Police	10,752,913	850,805	1,265,284	161,282	9,326,347	12%
Animal Welfare	472,422	29,767	43,031	56,864	372,527	9%
Municipal District Court	836,481	62,142	123,060	3,410	710,010	15%
City Attorney	336,758	21,406	32,394	2,264	302,100	10%
Fire	8,889,408	709,727	1,095,921	113,437	7,680,051	12%
Parks	2,824,806	182,644	260,844	39,888	2,524,074	9%
	28,598,718	2,140,249	3,471,809	974,840	24,152,069	12%
Transfer to Reserve	500,000	-	-	-	500,000	0%
<b>Total Expenditures</b>	<b>29,098,718</b>	<b>2,140,249</b>	<b>3,471,809</b>	<b>974,840</b>	<b>24,652,069</b>	<b>12%</b>
<b>Net Revenue/(Expense)</b>	<b>57,107</b>		<b>1,245,399</b>			

\*All figures are unaudited

Notes:

1) Budget column is current budget which includes all year-to-date adjustments, if any.



City of Conway  
General Fund  
2013



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-13-15	1/22/13	Reclassify Court Admin II to Clerk II	14,691
O-13-16	1/22/13	Implement new one-step salary scale	1,762,851
			<u>\$ 1,777,542</u>

City of Conway  
 Balance Sheet - General Fund  
 For the month ended February 28, 2013



Cash - Operating	4,654,760
Cash - Reserve	500,000
Petty Cash	715
Taxes Receivable	3,022,929
Accounts Receivable	3,066,719
Due from Other Funds	40,483
Due from Street	11,330
Due from Component Unit	137,044
Due from Municipal Court	(63,790)
Fleet Inventory	35,923
Fuel Inventory	51,354
General Inventory	(2,676)
<b><i>Assets</i></b>	<b><u>11,454,792</u></b>
Trade Accounts Payable	(126,960)
Group Insurance Payable	15,767
LOPFI Payable	118,099
Misc. Deductions Payable	(15,930)
Event Deposits	500
Due to Other Funds	513,308
Deferred Revenue	2,757,669
<b><i>Liabilities</i></b>	<b><u>3,262,452</u></b>
<b><i>Fund Balance</i></b>	<b><u>8,192,340</u></b>
<b><i>Total Liabilities &amp; Fund Balance</i></b>	<b><u>11,454,792</u></b>

\*All figures are unaudited

City of Conway  
 Monthly Financial Report - Street Fund  
 For the month ended February 28, 2013



	<u>Budget</u>	<u>Month</u> <u>Activity</u>	<u>Year to</u> <u>Date</u>	<u>Encumbered</u>	<u>(Over)/Under</u> <u>Budget</u>	<u>%</u> <u>Expend/Collect</u>
<b>Revenues</b>						
Ad Valorem Tax	1,350,000	60,004	150,765		1,199,235	11%
Payments in Lieu of Tax	12,000	-	-		12,000	0%
State Tax Turnback	2,800,000	200,665	391,347		2,408,653	14%
Severance Tax	175,000	22,818	40,606		134,394	23%
Sales Tax	245,000	22,837	42,357		202,643	17%
Sign Permits	500	-	-		500	0%
Engineering Fees	7,500	2,700	2,900		4,600	39%
Interest Income	3,500	632	632		2,868	18%
Miscellaneous Revenues	-	713	1,393		(1,393)	100%
<b>Total Revenues</b>	<b>4,593,500</b>	<b>310,370</b>	<b>630,000</b>	<b>-</b>	<b>3,963,500</b>	<b>14%</b>
<b>Expenditures</b>						
Personnel Costs	2,032,337	136,136	215,696	80	1,816,641	11%
Other Operating Costs	<u>2,396,163</u>	<u>35,926</u>	<u>164,618</u>	<u>46,429</u>	<u>2,185,116</u>	<u>7%</u>
Total Operating Costs	4,428,500	172,062	380,314	46,509	4,001,757	9%
Capital Outlay	<u>165,000</u>	-	-	-	165,000	0%
<b>Total Expenditures</b>	<b>4,593,500</b>	<b>172,062</b>	<b>380,314</b>	<b>46,509</b>	<b>4,166,757</b>	<b>8%</b>
<b>Net Revenue/(Expense)</b>	-		<u><u>249,687</u></u>			

\*All figures are unaudited

Notes:

- 1) Budget column is current budget which includes all year-to-date adjustments, if any.

City of Conway  
 Balance Sheet - Street Fund  
 For the month ended February 28, 2013



Cash - Operating	1,195,438
Certificates of Deposit	300,000
Taxes Receivable	42,357
Accounts Receivable	1,658,584
Due from Other Funds	596,121
<b><i>Assets</i></b>	<b><u>3,792,530</u></b>
Trade Accounts Payable	46,370
Due to Other Funds	9,133
Due to General	4,172
Deferred Revenue	1,264,754
<b><i>Liabilities</i></b>	<b><u>1,324,430</u></b>
<b><i>Fund Balance</i></b>	<b><u>2,468,100</u></b>
<b><i>Total Liabilities &amp; Fund Balance</i></b>	<b><u>3,792,530</u></b>

\*All figures are unaudited

City of Conway  
 Monthly Financial Report - Sanitation  
 For the month ended February 28, 2013



	<u>Budget</u>	<u>Month</u> <u>Activity</u>	<u>Year to</u> <u>Date</u>	<u>Encumbered</u>	<u>(Over)/Under</u> <u>Budget</u>	<u>%</u> <u>Expend/Collect</u>
<b>Revenues</b>						
Sanitation Fees	7,620,000	599,897	1,239,227		6,380,773	16%
Proceeds - Recycled Materials	200,000	7,342	113,062		86,938	57%
Landfill Fees - General	240,000	14,978	32,909		207,091	14%
Interest Income	<u>50,000</u>	<u>10,292</u>	<u>10,292</u>		<u>39,708</u>	<u>21%</u>
<b>Total Revenues</b>	<b>8,110,000</b>	<b>632,509</b>	<b>1,395,490</b>	<b>-</b>	<b>6,714,510</b>	<b>17%</b>
<b>Expenditures</b>						
Personnel Costs	3,671,973	254,531	412,758	-	3,259,215	11%
Other Operating Costs	<u>3,170,113</u>	<u>121,968</u>	<u>251,682</u>	<u>76,524</u>	<u>2,841,907</u>	<u>8%</u>
Total Operating Costs	6,842,086	376,499	664,440	76,524	6,101,123	10%
Capital Outlay	<u>1,267,914</u>	<u>-</u>	<u>-</u>	<u>255,075</u>	<u>1,012,839</u>	<u>0%</u>
<b>Total Expenditures</b>	<b>8,110,000</b>	<b>376,499</b>	<b>664,440</b>	<b>331,599</b>	<b>7,113,962</b>	<b>8%</b>
<b>Net Revenue/(Expense)</b>	<b>-</b>		<b><u>731,050</u></b>			

\*All figures are unaudited

Notes:

- 1) Budget column is current budget which includes all year-to-date adjustments, if any.
- 2) Capital outlay is shown here for budgeting purposes, but only depreciation expense will be recorded at year end.

City of Conway  
 Balance Sheet - Sanitation  
 For the month ended February 28, 2013



Cash - Operating	1,570,780
Petty Cash	200
Post Closure Cash Account	4,473,366
Accounts Receivable	644,265
Due from Other Funds	65,165
Due from Component Unit	3,309
General Inventory	2,122
Land & Buildings	4,394,619
Accum. Depr. - Buildings	(1,515,322)
Infrastructure	691,618
Accum. Depr. - Infrastructure	(338,720)
Machinery and Equipment	9,815,323
Accum. Depr. - M&E	(4,138,525)
Construction in Progress	689,767
<b><i>Assets</i></b>	<b><u>16,357,967</u></b>
Trade Accounts Payable	34,973
Salaries Payable	331,413
Group Insurance Payable	9,415
Net Pension Obligation	855,700
Due to Other Funds	190
Accrued Interest Payable	32,255
2010 Recycling Note - US Bank	1,198,170
Landfill Close/Post Close	4,386,590
<b><i>Liabilities</i></b>	<b><u>6,848,707</u></b>
<b><i>Net Assets</i></b>	<b><u>9,509,260</u></b>
<b><i>Total Liabilities and Net Assets</i></b>	<b><u>16,357,967</u></b>

\*All figures are unaudited



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

**AN ORDINANCE APPROPRIATING FUNDS & WAIVING COMPETITIVE BIDS FOR THE REPLACEMENT OF THE SOUND SYSTEM FOR THE CITY OF CONWAY COUNCIL MEETINGS IN DISTRICT COURT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

**Whereas**, the City of Conway has an immediate need to replace the aging sound system currently located in the District Court building for City Council meeting purposes; and

**Whereas**, three quotes were obtain for the sound system project; and

**Whereas**, the funding for this purchase has not previously been appropriated by Council action.

**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 for the purchase of a sound system for City Council meetings at District Court and shall utilize \_\_\_\_\_ as the vendor.

**Section 2.** The City of Conway shall appropriate funds in the amount of \$\_\_\_\_\_ from the General Fund Balance Appropriation (001.119.4900) to the Administration Account (001.101.5990)

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

**Section 4.** This ordinance is necessary of the protection of the public peace, health and safety and an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

**Passed** this 26<sup>th</sup> day of March, 2013.

**Approved:**

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

**Attest:**

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







***Advanced Sound Technology***  
Professional Sound Video & Lighting

***"Tell Us What You Want And We Will Make It Happen"***

**Ph.501-472-2984 Fax. 501-679-7394 P.O. Box 61, Greenbrier, AR. 72058**

Jack,

2-7-13

Our proposal for the court house is to have an independent, city sound system separate from the court room sound system. We will use high quality, portable, condenser microphones that have an on/off switch. Each user will have independent control of his/her microphone. They will be able to mute themselves when they do not want to be heard. There will be four microphones on each auxiliary desk; three microphones on the head desk and one wireless hand held microphone mounted at the podium. The microphones will sit on the desks at each station and plug into the existing mic jacks. They will un-plug and can be completely removed for security and storage. The two auxiliary desks will interconnect to the main desk via a multi-pin connector so just one connection per desk will need to be made. It will be quick and easy. The main or head desk will house the system components, similar to where they are now. This will contain the main power switch, the mixer to control the level of all microphones, and the house EQ and amplifier. There will also be a connection to the main speakers and line out (Recording). There will be just one power cord to plug in. It should take no more than 10 minutes to set up or tear down. We will also install two new speakers in the court room ceiling so the audience can hear what is being said. The system will be clean and clear and easy to use. Please feel free to contact me with any questions or concerns you may have.

Thank you,

Jon Rodgers  
Advanced Sound Technology  
501-472-2984



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www.deboards.com

# Estimate

DATE	ESTIMATE NO.
2/4/2013	R2526

NAME / ADDRESS
CITY OF CONWAY

REP	PROJECT	P.O.NO.
CD		

ITEM	DESCRIPTION	QTY	TOTAL
CV-900	CERWIN VEGA HIGH-PERFORMANCE AMP	1	458.92T
MERCHANDISE	MACKIE 16 CHANNEL MIXER	1	763.10T
MERCHANDISE	SHURE PG24 WIRELESS MIC	1	388.70T
MERCHANDISE	EV PC DESKTOP 18 ELECTROVOICE MICROPHONE	11	5,680.51T
MERCHANDISE	12 CHANNEL MICROPHONE "SNAKE"	1	100.00T
CONNECTORS	XLR CONNECTORS	20	150.00T
WALL PLATES	XLR WALL PLATES	4	152.00T
MERCHANDISE	3' MIC CABLE	11	165.00T
SC80i	POLK AUDIO SC SERIES IN CEILING SPEAKER	4	719.80T
16-2C-BW	16/2 SPEAKER WIRE (BOX)	500	145.01T
PARTS SALES	MISC. PARTS NEEDED FOR JOB COMPLETION	1	75.00T
CUSTOM WIRING	REPLACE EXISTING SYSTEM USED FOR CITY COUNCIL MEETINGS. EXISTING SYSTEM HAS INTERFERENCE IN AUDIO THAT IS MORE THAN LIKELY CAUSED BY UTILIZING 4 SEPERATE AMPLIFIERS TRYING TO WORK TOGETHER WITH THE COURT ROOM AUDIO SYSTEM. DEBOARD TECHNICIANS WILL USE A "SNAKE" CABLE THAT HAS THE MIC INPUTS THAT WOULD DAISY CHAIN THE DESKS TO 1 AMPLIFIER AND MIXER HOOKED TO 4 IN-CEILING SPEAKERS INSTALLED BY DEBOARDS AND SEPERATE FROM THE IN-CEILING SPEAKERS USED BY THE MUNICIPLE COURT. 11 WIRED MICROPHONES AND 1 WIRELESS MICROPHONE WILL BE HOOKED TO THE 16 CHANNEL MIXER AND A SEPERATE CABLE WILL BE WIRED TO WALL TO PLUG IN CAMERA USED BY CONWAY CORP FOR CHANNEL 5 BROADCAST.	1	2,040.00T
	Sales Tax		894.14
		<b>TOTAL</b>	<b>\$11,732.18</b>

## Jack Bell

---

**From:** Chip DeBoard [chip@deboards.com]  
**Sent:** Wednesday, February 06, 2013 12:11 PM  
**To:** Jack Bell  
**Subject:** Estimate R2526 from DeBoard Electronics Sales  
**Attachments:** Est\_R2526\_from\_DeBoard\_Electronics\_Sales\_936.pdf


**Categories:** Red Category

Jack,

Here is the revised proposal with the changes that you requested. This would be a completely independent system from the municipal court. Please look this one over and let me know if you have any questions or if I missed something. There would still need to be something built to house the amplifier and mixer. I can figure in an equipment rack if you need me to.

Thank you

Chip DeBoard  
415 Oak St  
Conway, AR 72032  
501-329-6308

 INTERACTIVE SOLUTIONS  256 Seaboard Lane Suite E-104 Franklin, TN 37067	Date	February 6, 2013
	Customer	City of Conway
<b>Interactive Solutions, Inc.</b> P: 615.224.9823 F: 901.866.1475 Website: www.isitn.com	Customer Representative	Jack Bell
	Address	
	Project	Courtroom Audio System
	Prepared By	Jason Moore
	Designer	Britt Fitts
	Quote Revision	

Qty	Description	Price/Unit	Extended Price	Manufacturer	Part #
<b>Hardware</b>					
<i>Audio Equipment</i>					
		\$ -	\$ -		
1	BiAmp AudiaFLEX Chassis with CobraNet Module	\$ 3,995.00	\$ 3,995.00	BiAmps Systems	AudiaFLEX CM
3	2-channel midline output card	\$ 235.00	\$ 705.00	BiAmps Systems	IP-2
1	2-channel mic/line output card	\$ 145.00	\$ 145.00	BiAmps Systems	OP-2e
3	BiAmp PA-2 card	\$ 310.00	\$ 930.00	BiAmps Systems	PA-2
3	Audia Expander: 4 mic/line analog inputs to CobraNet output	\$ 909.00	\$ 2,727.00	BiAmps Systems	AudiaEXPI-4
15	Two-way high performance flush mounting ceiling speaker w/6.5" bass driver and a 0.8" dome tweeter	\$ 199.00	\$ 2,985.00	Martin Audio Ltd.	C6.8T
13	18" Gooseneck Microphone	\$ 345.00	\$ 4,485.00	Audia Technica	ES915C18
13	Shockmount plate with mute switch	\$ 113.00	\$ 1,469.00	Audia Technica	AT8647QM/S
1	Stereo unbalanced line level signal to a mono unbalanced or balanced line level signal.	\$ -	\$ -	Eddor Electronics	S2M
2	Wireless Microphone System - Customer Provided	\$ -	\$ -	N/A	N/A
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
<i>Control Equipment</i>					
1	REMOTE CONTROL	\$ 460.00	\$ 460.00	BiAmps Systems	RED-1
1	Gigabit Smart Switch with PoE - switch - 8 ports	\$ 200.00	\$ 200.00	Netgear	2152967
1	Wireless Access Point	\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
<i>Rack, Hardware and Installation Accessories</i>					
1	Over Floor Raceway Package	\$ 350.00	\$ 350.00	Middle Atlantic Products, Inc	
1	Custom Equipment Rack	\$ 500.00	\$ 500.00	N/A	N/A
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
<i>Cabling, Connectors and Cabling Accessories</i>					
1	MISCELLANEOUS CABLING, CONNECTORS, ETC.	\$ 1,000.00	\$ 1,000.00	N/A	MISC

		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
	<b>Labor/Installation/Support/Shipping</b>				
	System Design	\$ -	\$ -	N/A	I/T/S
	Programming	\$ -	\$ -	N/A	I/T/S
	Programming Expenses	\$ -	\$ -	N/A	MISC
1	Audio Programming	\$ 3,400.00	\$ 3,400.00	N/A	I/T/S
1	Audio Programming Expenses	\$ -	\$ -	N/A	MISC
	Network Installation	\$ -	\$ -	N/A	I/T/S
	Network Installation Expenses	\$ -	\$ -	N/A	MISC
1	Installation	\$ 3,856.00	\$ 3,856.00	N/A	I/T/S
1	Installation Expenses	\$ -	\$ -	N/A	MISC
1	1st Year Support	\$ 395.00	\$ 395.00	N/A	I/T/S
	Documentation/Manuals	\$ -	\$ -	N/A	I/T/S
1	Shipping	\$ 200.00	\$ 200.00	N/A	Shipping
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		

Pre-Tax Contract Total

ISI Discount (%)

or

ISI Discount (\$)

Pre-Tax Discounted Total

Down Payment

Due Date

*\*This quote is only valid for a period of 30 calendar days*

*\*Payment Terms: Net 30*

*This agreement made and entered into by and between Interactive Solutions, Inc., a Tennessee Corporation, with principal offices in Memphis, Tennessee hereinafter referred to as "ISI" and the "Purchaser".*

Customer Authorization	
Printed Name	Title
Signature	Date

Project Notes -

***This project consists of the installation of a new sound reinforcement system at the City Council/Traffic Court room in Conway, Arkansas. The project will include the removal of the existing microphones, speakers and amplification systems.***

***The new system will contain 13 gooseneck microphones with isolation mounts. The isolation mounts include on/off switches for muting the microphones. The system will have a digital audio processing system which will provide the user with automatic mixing of all microphones in the system. All microphones will be locally reinforced, and will be fed to the local CATV modulator.***

***New ceiling speakers will be installed in the courtroom providing even coverage and distribution throughout the room.***

***Customer is responsible for all power and network connections as specified by ISI.***