



City of Conway Council Agenda

Council Meeting Date: **Tuesday, April 22nd, 2014**

5:30pm – Committee: **[Presentation: Self-Insured Insurance](#)**

6:30pm - Council Meeting

Call to Order: Mayor Tab Townsell

Roll Call: City Clerk/Treasurer Michael O. Garrett

Minutes Approval: **April 8th, 2014**

[Employee Service Awards](#)

[Proclamation: CHS Girls Basketball 7A State Champions](#)

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

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

1. Report of Standing Committees:

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

1. Consideration to accept the nomination of Jessica Henry to the Bicycle & Pedestrian Advisory Board.
2. Consideration to approve the appraisal values for right of way required for South Donaghey – Favre Lane roundabout.
3. Consideration to approve the amended version of the corporate lease agreement for the new Conway Municipal Airport.
4. Ordinance authorizing the Mayor and City Clerk to enter into a 5 year financing agreement to fund the Western Loop South Interchange (Structures & Grading). **(Ordinance provided at meeting)**

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

1. Ordinance appropriating reimbursements funds from various entities for the Conway Police Department.
2. Ordinance appropriating asset forfeiture funds for various departmental training & annual conference membership dues for the Conway Police Department.
3. Consideration to accept the request for qualifications for installation, upgrades, maintenance and support for access control systems for the IT Department.
4. Consideration to accept the request for qualifications for telephone installation, upgrades and maintenance for the IT Department.

C. Finance

1. Consideration to approve the monthly financial report ending March 31st, 2014.

Special Announcement:

- 2014 City Council Workshop Meeting III - April 29th, 2014 @ 5:30pm – CPD/Upstairs Conference Room.

Adjournment



**BICYCLE & PEDESTRIAN
ADVISORY BOARD**
CITY OF CONWAY, ARKANSAS

April 15, 2014

Memorandum for Action: To approve the nomination of certain Bicycle and Pedestrian Advisory Board members.

Dear Mayor and City Councilmembers,

On behalf of the board, as approved by a vote of members, I hereby recommend Jessica Henry Spayde approved for the currently vacant, Conway Public Schools representative position. This will be for a two year term which expires on December 31, 2015.

Please contact me with any additional questions.

Regards,

Todd Ake
BPAB Chair



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

Ronnie Hall, P.E.
City Engineer
ronnie.hall@cityofconway.org
501-450-6165

April 17, 2014

Mayor Tab Townsell
1201 Oak Street
Conway, Arkansas 72032

**RE: Right of Way Acquisition
South Donaghey – Favre Lane Roundabout**

Dear Mayor Townsell:

We have received an additional appraisal report for the Rick Fore property at the southeastern corner of the proposed Roundabout at South Donaghey and Favre Lane. Arkansas Appraisal Associates has provided an appraised value for Tract 1 as follows:

Tract 1 – Fore Co., Inc. & Shadowstorm, LLC - 14,532 Sq. Ft. - \$48,000

I am requesting approval to acquire this right of way at the appraised market value amount listed above and also to use this amount as fair market value as for a deposit that may be required if condemnation is necessary.

As you may recall, Coats appraisal service provide a market value amount of \$35,000 and then modified the appraisal to provide an amount of \$75,000

Please advise if you are in agreement with this request.

Thanks,
Ronnie Hall, P.E.

GROUND LEASE AND USE AGREEMENT FOR
CORPORATE AIRCRAFT HANGAR

This agreement made this _____ day of _____, 2014, between the City of Conway, Arkansas, hereinafter referred to as the "Lessor," and _____ hereinafter referred to as the "Lessee."

WITNESSETH:

WHEREAS, Lessor owns and operates the Cantrell Field Airport located in Faulkner County, Arkansas, hereinafter called the "Airport" for the convenience and necessity of the aviation community in the Faulkner County area; and

WHEREAS, the Lessor desires to encourage the development and use of aviation within the Faulkner County area; and

WHEREAS, Lessee desires to enter into a ground lease with Lessor for the purpose of constructing an aircraft hangar; and,

WHEREAS, Lessor desires to lease and grant, and Lessee desires to lease and use, certain premises and facilities on the Airport, together with certain rights, licenses, and privileges thereon; and

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, and other valuable consideration, Lessor does hereby demise and let unto Lessee, and Lessee does hereby lease and take from Lessor, for such purpose, certain premises and facilities, rights, licenses, services, and privileges in connection with and on the Airport as follows, to-wit:

I. Term of Agreement.

A. The term of this Lease Agreement shall commence on the ____ day of _____ 2014, and shall run through the _____ day of _____ 2054, unless otherwise terminated as hereinafter provided.

B. Any extension of this Agreement beyond the primary term shall be renegotiated based on the fair market value of the Leased Premises as determined by an appraisal of the Leased Premises. Lessor shall, at Lessor's expense, engage an appraiser to conduct said appraisal and that appraisal shall determine the base rate for the rental fees and charges for the new term of this Agreement.

II. Leased Premises.

Ground Lease designation _____, located on the Cantrell Field Airport, Arkansas. Lessee shall lease a total of ____ square feet of land for construction of Lessee's aircraft hangar and associated land requirements.

A. Lessee shall be entitled to use the Leased Premises for all lawful aviation purposes related to the activities which Lessee is licensed to conduct under this Agreement. Lessee, its agents, representatives, invitees, guests and licensees shall have the right of ingress and egress to and from the Leased Premises, in accordance with Rules and Regulations established by the Lessor. The Lessor reserves the right to close any means of ingress and egress, so long as other reasonable means of ingress and egress to the Leased Premises are available to the Lessee.

B. Subject to the Federal Aviation Administration (FAA), Transportation Security Administration (TSA) and the City of Conway, Arkansas operational rules and regulations, minimum standards, security plans and other policies and procedures currently in effect or which may, from time to time, be implemented in the name of aviation safety and security, Lessee shall be entitled to use, on a non-exclusive basis, public areas of the Airport, to include runways, taxiways, aircraft parking aprons, lighting, navigational aids and other facilities and services necessary for the operation of aircraft.

C. Lessee shall not erect, maintain, or display signs of advertising or graphics at or on the exterior portions of the Leased Premises or hangar so as to be visible from outside of the Leased premises, except in compliance with the design and sign standards adopted by the City of Conway.

III. Privileges and Rights.

Lessor hereby grants to the Lessee the following non-exclusive privileges, uses, and rights, all of which shall be subject to the terms, conditions, and covenants hereinafter set forth:

A. Lessee may utilize Hangar for the purpose of storing privately owned or leased aircraft and for such other aeronautical purposes as allowed in FAA order 5190.6B and other FAA rules and regulations. The Hangar may not be used as living quarters, although it may be used for overnight sleeping arrangements in extraordinary circumstances.

B. Lessee shall have access to vehicle parking, without charge, for employees, guests and customers in an area designated by Lessor. Vehicle movement inside the airport operations area (fenced area of the airport) shall be limited to the minimum area and route necessary to enter, exit and use the Leased Premises and conduct said business. Lessee acknowledges that vehicle movement, in areas other than those expressly authorized herein, on any area of the Airport is prohibited and may result in loss of gate access privileges.

C. Lessee shall have use of the taxi-lanes adjacent to the Hangar in common with all other aircraft operators. Lessee shall not leave aircraft unattended on the taxi-lane so as to create an obstruction for other aircraft operators. For purposes of clarification, taxi-lanes provide access to aircraft parking ramps,

taxiways and runways.

D. Lessee may self-fuel Lessee's own aircraft, using Lessee's own personnel and equipment, in areas designated by Lessor. Lessee shall not sell, give-away, barter nor dispense fuel to any other party. Lessee shall not refuel or de-fuel an aircraft in the Hangar. Lessee shall not store any fuel, other than in the tanks of an aircraft or other authorized equipment, in the Hangar at any time.

E. Lessee shall ensure that all of Leased Premises and all of Lessee's fixtures, equipment and personal property which are located thereon are maintained in a neat, safe and sanitary condition and appearance. Lessee will be responsible for the removal of all rubbish, trash or other waste material from within or around the Hangar.

IV. Rental Fees and Charges:

A. Ground Lease Charge.

1. Lessee will pay Lessor in advance for the annual rental of the premises at the rate of \$.30 per square foot per year, as calculated on an annual basis. Ground lease charges are due in advance on the first (1st) day of the month following occupancy for the annual rental charge and are considered delinquent after the tenth (10th) day of the month in which said payment is due.
2. If the Lease Agreement has not expired or been terminated, the annual rental set out in this section shall be adjusted to reflect the average change in the consumer price index on the first (1st) day of the first month of the sixth (6th) year of this Lease Agreement and thereafter on the first (1st) day of the first (1st) month of each succeeding five (5) year period for the duration of the Lease Agreement, provided that the rent shall not be less than the previously established rental amount. Such new amounts shall be paid in advance in one (1) annual installment. Should the compilation of the Consumer Price Index be discontinued, then a comparable index shall be determined by the Lessor. The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U) U.S. city average all items index.

The parties shall use the current standard CPI-U reference base as published by the Bureau of Labor Statistics. If there is a delay in obtaining the CPI-U for the first month, any rental increases shall be applied retroactively to the first month of the rental term and all successive rental terms.

B. Utility Services. Lessee shall provide all utility services to the Leased Premises. Lessee shall be responsible for payment of all charges for water, heat, gas, electricity, sewer, telephone and any and all other utilities on the Leased Premises throughout the terms of this agreement.

C. Self-Fueling Flowage Fee. Lessee will pay Lessor a flowage fee of ten percent of its cost per gallon, payable on a monthly basis for the privilege of self-fueling Lessee's own aircraft, using Lessee's own equipment and personnel. The arrangements for the self-fueling approval, including without limitation ground lease price, insurance requirements, compliance with applicable FAA and fire code laws and regulations, shall be mutually agreed upon by separate agreement between Lessor and Lessee. The private fuel storage location will be determined by Lessor.

D. Upon request, Lessee shall furnish Lessor with statements certifying compliance with this section.

V. Payments.

A. Prior to the first (1st) day of occupancy by Lessee, all rental fees and charges are due and shall be paid in advance to the Lessor in one (1) annual payment. On each successive anniversary of the Agreement, the Lessee shall remit one (1) annual payment for the rental fees and charges that are due. Lessee acknowledges that the rental fees and charges shall be adjusted periodically in accordance with the terms and provisions of this Agreement. The rental fees and charges will be considered delinquent if received after the tenth (10th) day of the month following the beginning of the new lease term.

B. A late charge in the amount of ten percent (10%), or the maximum permitted under Arkansas law, shall be assessed on any payment not received by Lessor on or before the tenth (10th) day of the month in which the charge is due.

VI. Construction, Maintenance and Care of Facilities.

A. Lessee shall, at Lessee's expense, construct on the Cantrell Field Airport a _____ square foot hangar and all necessary appurtenances to be used for the storage of aircraft and other aviation related activities. Lessor and Lessee shall jointly select a site that is mutually acceptable to the Lessor and Lessee in accordance with the provisions of paragraph six (6).

B. Lessee agrees that its use of the property will conform to all laws, regulations, ordinances and operational rules and regulations imposed by the United States of America, the Federal Aviation Administration, the Department of Homeland Security, the City of Conway, Faulkner County, and/or the Conway Regional Airport.

C. No construction or improvements of any nature or kind, or material additions to, or alterations or removal of any improvements, shall be initiated until the plans and specifications have been submitted to and approved in writing by Lessor, who shall not unreasonably withhold any such approval. Any plans or specifications submitted by Lessee for Lessor's approval shall be submitted within ninety (90) days of execution of the lease agreement and not less than

thirty (30) days before the Lessee requests approval. Any changes or corrections required by Lessor shall be made by Lessee and resubmitted to Lessor. The failure of the Lessor to provide written objections to such resubmitted plans within sixty (60) days following the resubmission shall constitute an acceptance by Lessor of the resubmitted plans or specifications. Construction shall commence within ninety (90) days of Lessor's approval of the plans, and be completed within one hundred eighty (180) day of Lessor' approval of the plans. Lessor may at its option impose a fine not to exceed \$100 per day for delays beyond this time frame.

D. The approval by Lessor of plans and specifications refers only to the conformity of such plans and specifications to the general architectural plan for the Leased Premises. Such approval is not an approval of such plans and specifications for architectural or engineering design and by approving such plans and specifications, Lessor assumes no liability or responsibility thereof or for any defect in any improvement constructed pursuant to such plans or such specifications.

E. Lessee shall, at Lessee's sole expense, keep and maintain or cause to be kept or maintained in a good state of appearance and repair, all buildings and/or improvements which may be erected on the Leased Premises. With the exception of damage resulting from Lessor, Lessor's invitees, guests or employees, Lessee shall be responsible for all maintenance and repairs, to include but not limited to all routine interior and exterior building maintenance; repair or replacement of hangar doors; mechanical; electrical; roofs; sheet metal; paint, and similar components. Lessee acknowledges that any improvements or changes to the Leased Premises must be approved by the Lessor prior to beginning any improvements or changes.

1. Minor repairs to the existing structure, such as routine maintenance, do not require the approval of the Lessor.
2. Repairs and alterations required by an authorized public official of the City of Conway or Faulkner County shall be coordinated with and authorized by Lessor.

F. Lessor will not furnish janitorial service or janitorial materials, supplies, or security services for the Hangar.

VII. Inspection by Lessor.

Lessor may enter the Leased Premises at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations or those of Lessee hereunder, or in the exercise of its governmental functions as it relates to public health, safety, and the general welfare of the Cantrell Field Airport and the proper conduct of operations thereon.

VIII. Governmental Requirements - General.

A. Lessee shall comply with all Governmental Requirements (local, state and/or federal) applicable to Lessee's use and operation of the Leased Premises. Without limiting the generality of the foregoing, Lessee shall at all times use and occupy the airport and its related properties, in strict accordance with all obligations imposed upon Lessee by applicable laws, rules, regulations, minimum standards, policies, and security plans that are imposed or may be imposed by the City of Conway, the State of Arkansas, the Federal Aviation Administration, the Transportation Security Administration, or the United States of America with respect to the airport and operations thereof. Said laws, rules, regulations, minimum standards, policies, and security plans are specifically incorporated herein by reference and are available during normal business hours in the office of the Mayor of the City of Conway.

B. Lessee shall procure, and require all of its employees to procure, from all governmental authorities having jurisdiction over the operation of Lessee hereunder, all licenses, certificates, permits or other authorizations which may be necessary for the conduct of Lessee's operation on Leased Premises.

IX. Insurance.

A. Lessee shall keep all physical improvements to the Leased Premises, i.e., hangar and bulk fuel storage system, if authorized, fully insured and shall maintain uninterrupted coverage of such insurance during the term and any subsequent terms, public liability and property damage insurance in comprehensive form, including but not limited to:

1. Airport liability, and,
2. Aircraft liability, and,
3. Broad form property damage, and,
4. Personal injury, and,
5. Any excess liability in umbrella form.

B. Lessee shall maintain such coverage and limits as may be reasonably required by the Lessor from time to time, but in no event shall coverage be for less than one million dollars (\$1,000,000) combined single limit. Insurance coverage shall be issued by a firm licensed to conduct business in the State of Arkansas.

C. Concurrent with the execution of this Agreement, Lessee shall provide proof of insurance coverage by providing a certificate of Lessee's insurance coverage, a copy of the declarations page of the insurance policy and a copy of all endorsements. The certificates of insurance, or endorsements attached thereto,

shall provide that:

1. Lessee shall require the insurance underwriter/agent to annotate on the policy that the Lessor shall be notified, via U.S. Mail, not less than thirty (30) days prior to the cancellation of the policy, and,
2. The City of Conway, as Lessor, and agents, and employees are named as additional insured parties at no expense, and,
3. The policy shall be considered primary with regards to any other insurance the Lessor may possess, including any self-insured retention or deductible Lessor may have or may obtain in the future, and any other insurance the Lessor may possess shall be deemed excess insurance only, and,
4. The limits of liability required herein are on an occurrence basis, and,
5. The policy shall be endorsed with a severability of interest of cross-liability endorsement, providing that the coverage shall act for each insured as though a separate policy had been written for each insured or additional insured, however, nothing contained herein shall act to increase the limits of liability of the insurance company.

D. Any deductibles or self-insured retentions must be declared to and approved by the Lessor.

E. If the insurance coverage required herein is canceled, changed in coverage or reduced in limits, Lessee shall, within fifteen (15) days of receipt of notice from the Lessor, but in no event later than the effective date of cancellation, change, or reduction, provide to the Lessor a certificate showing that insurance coverage has been reinstated or provided through another insurance company. Upon failure to provide such certificate, the Lessor may, without further notice, and, at its option, either:

1. Exercise the Lessor's rights as provided in the default provisions of this Agreement, or
2. Procure insurance coverage at Lessee's expense whereupon Lessee promptly shall reimburse the Lessor for such expense.

F. Lessor does not and shall not provide insurance coverage for personal property, to include aircraft, stored or placed in the Leased Premises. Lessor shall have no responsibility to Lessee for any casualty or property loss resulting from the use of the Leased Premise.

X. Indemnity.

A. Lessee shall indemnify, protect, defend and hold completely harmless, the City of Conway, the Cantrell Field Airport, and its agents and employees, in their individual and official capacities, from and against all liability, losses, suits, claims, judgments, fines or demands arising from injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement, and caused by or claimed to be caused by Lessee's use or occupancy of the Cantrell Field Airport premises, the rights, licenses, or privileges granted Lessee herein, or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur.

B. Lessor shall give notice to Lessee, via certified U.S. mail, of any such liability, loss, suit, claim or demand, and Lessee shall defend the indemnified party or parties using legal counsel acceptable to the Lessor and the indemnified party. The provisions of this section shall survive the expiration or early termination of the Agreement.

XI. Aircraft Servicing and Fuel Storage.

A. Lessee shall be entitled to service Lessee's privately owned aircraft in accordance with applicable governmental regulations and Lessor's policies, as may be amended from time to time at the Lessor's sole discretion. Lessee may not service aircraft owned by others or otherwise engage in any aircraft related commercial services, including but not limited to, air-frame and power-plant maintenance, aircraft painting, and avionics repair or aircraft fueling.

B. Lessee shall comply with the fueling policy of the Lessor; as such policy may be amended from time to time at Lessor's sole discretion. Lessee may not install bulk fuel storage tanks or operate mobile refueling without the express written consent of the Lessor, which will not be unreasonably withheld. Should Lessee be authorized to install and operate an above ground fuel tank for Lessee's personal use, Lessee shall be responsible for compliance with all applicable rules and regulations regarding ownership and use of a regulated fuel storage tank.

Prior to construction of an above ground fuel storage tank, Lessee shall submit plans and drawings to Lessor for Lessor's review and approval.

C. Lessee acknowledges that upon the termination or assignment of this Agreement, Lessee shall remove any authorized bulk fuel storage tank from the Airport and restore the property to an environmentally safe and usable condition as existed prior to the construction of the bulk fuel storage tank or Lessee may, with the express written consent of the Lessor, assign ownership of the fuel storage tank to another individual or entity.

D. In addition to any other requirements set forth in this Agreement, Lessee shall comply with all Governmental requirements, including, without limitation, those of the City of Conway, Faulkner County, the State of Arkansas, Conway Regional Airport, the U.S. Environmental Protection Agency, and the Federal Aviation Administration. Lessee shall, at all times, comply with applicable federal, state, and local environmental and fire protection requirements, codes, standards, ordinances, or other regulatory measures in existence now or hereafter enacted. All costs associated with compliance of environmental and fire prevention requirements, codes, standards, ordinances, or other regulatory measures shall be the responsibility of the Lessee.

E. Lessee shall be solely responsible for the removal of all waste fuel, oil, and hydraulic fluid products that are generated as a result of Lessee's operation of an aircraft from the Cantrell Field Airport property.

XII. Indemnity - Hazardous Substance.

A. Lessee shall not permit, nor cause any hazardous substance to be used, stored, generated or disposed of on or in the Leased Premises or on the property of the Cantrell Field Airport by Lessee, Lessee's agents, employees, contractors, or invitees without first obtaining the Lessor's written consent.

If hazardous substances are used, stored, generated, or disposed on or in the Leased Premises, except as permitted by the Lessor, or if the Leased Premises or any other Airport property become contaminated in any manner for which Lessee is responsible or legally liable, Lessee shall indemnify and hold harmless Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including without limitation, a decrease in value of the Leased Premises or other Airport property, damages caused by loss or restriction of rentable or usable space as a part of the Leased Premises, or any Airport property, and any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees) arising during or after the Term hereof and arising as a result of that contamination by Lessee or Lessee's agents, employees, contractors or invitees. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the Airport or any cleanup, removal, or restoration mandated by a federal, state or local agency or political subdivision.

B. Without limitation of the foregoing, if Lessee causes or permits the presence of any hazardous substance on the Leased Premises or other Airport property that results in contamination, Lessee shall promptly commence, at its sole expense, any and all necessary actions to return the contaminated premises to the condition existing prior to the introduction of any such hazardous substance. Lessee shall obtain approval for any such remedial action from the Airport. This indemnification agreement includes but is not limited to the Lessee's previous and future use of the Airport.

C. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by the City of Conway,

Faulkner County, the State of Arkansas, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to state, federal or local governmental law.

D. "Hazardous substance" includes but is not restricted to asbestos, lead-based paints, polychlorobiphenyls ("PCBs"), and petroleum and petroleum-related products.

XIII. No Liability for Exercise of Powers.

Lessor shall not be liable to Lessee for any diminution or deprivation of its rights which may result from the proper exercise of any power reserved to the Lessor in the Agreement or by reason of governmental requirements; Lessee shall not be entitled to terminate this Agreement by reason thereof, unless the exercise of such power shall interfere with Lessee's rights hereunder so as to constitute a termination of this Agreement by operation of law.

XIV. Rules and Regulations.

Lessor has reasonable rules and regulations which Lessor may, from time to time in its sole discretion, amend, and which Lessee agrees to observe and obey with respect to the use of the Airport and its appurtenances, together with all facilities, improvements, equipment and services of the Airport, for the purpose of providing for safety, good order, good management, good conduct, sanitation and preservation of the Airport and its facilities; provided such rules and regulations shall be consistent with safety and with rules, regulations and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport; or the procedures prescribed, or approved from time to time by the Federal Aviation Administration or its successors in duties, with respect to operations and maintenance of the Airport or operation of aircraft conducted by Lessee at the Airport.

XV. Assignment.

A. Any assignment of this Agreement for non-aeronautical purposes is expressly prohibited.

B. Lessee shall not assign this lease or sublet any or all parts of the Leased Premises without the express written consent of Lessor, which consent shall not be unreasonably withheld, provided that Lessee may assign its interest in part to an entity with at least fifty (50%) percent common ownership to Lessee. Any request to assign or sub-lease any or all portions of this Agreement shall be made in writing and delivered to the Lessor by U.S. Mail.

C. Should Lessee seek to assign its entire interest in the Hangar, Lessor shall have a right of first refusal to acquire Lessee's interest. Lessee shall notify Lessor in writing of its proposed disposition, providing to Lessor the

documentation supporting Lessee's proposal, and Lessor shall have sixty (60) days within which to accept the proposal and notify Lessee of such acceptance. Should it fail to do so within that period, the right shall be extinguished. Nothing in this paragraph shall be deemed to diminish Lessor's authority to approve or disapprove any assignment.

XVI. Surrender of Premises.

A. Upon the expiration of this lease, or of any renewal or extension thereof, Lessee agrees to yield and deliver to Lessor the possession of the Leased Premises in good condition, less fair wear and tear. Lessor shall inspect the Leased Premises not less than ninety (90) days prior to the expiration of the lease and Lessor shall provide Lessee a list of deficiencies that shall be corrected prior to Lessee vacating the Leased Premises.

B. If Lessee fails to complete the required repairs within sixty (60) days after Lessee is notified in writing by Lessor, Lessor may, at Lessor's option, make such repairs as may be required at the sole expense of Lessee.

C. In the alternative, Lessor may take such action deemed in the best interest of the Lessor, to include the requirement to remove said improvements from the Leased Premises at Lessee's sole expense.

XVII. Force Majeure.

Neither Lessor, nor Lessee, shall be deemed in violation of this Agreement if either is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargos, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellions, acts of sabotage, or any other circumstances for which it is not responsible, or which are not under its control; provided, however, that this Section does not exempt the Lessee from paying the rentals, fees, and charges set forth herein. In any such case, a prompt written notice shall be given to the other party of the existence of such causes and of readiness to resume performance upon the removal or non-existence thereof.

XVIII. Cancellation by Lessor.

A. Lessor, at its option, may declare this Agreement terminated in its entirety upon the occurrence of any one or more of the following and may exercise all rights of entry and re-entry upon the premises.

1. If the rentals, fees, charges, or other money payments which the Lessee herein agrees to pay, or any part thereof, shall be unpaid on the date the same shall become due, or;
2. If the Lessee abandons and ceases to use premises for a period of ninety (90) consecutive days, with examples including but not limited to

failure to maintain an aircraft, failure to purchase fuel, and failure to conduct any activity otherwise on the premises, except when such abandonment or cessation is due to fire, earthquake, strike, governmental action, or other cause beyond Lessor's control, or:

3. If the Lessee shall use or permit the use of the premises at any time for any purpose for which the use thereof at that time is not authorized by this Agreement or by a subsequent written agreement between the parties or shall use or permit the use thereof in violation of any law, rule or regulation to which the Lessee has agreed in this Agreement to conform, or,

4. If the Lessee shall be in violation of any provision of this Agreement with respect to the leasing of the premises, Lessee agrees to pay any and all reasonable and proper attorney's fee's and costs which may be incurred by Lessor as a result of Lessee's breach of this Agreement.

B. Notwithstanding anything to the contrary contained in this Agreement, no termination declared by either party shall be effective unless and until not less than thirty (30) days have elapsed after written notice to the other specifying the date upon which such termination shall take effect and the cause for which it is being terminated (and if such termination is by reason of default under this Agreement, specifying such default with reasonable accuracy), or;

1. No such termination shall be effective if such cause shall have been cured or obviated during such thirty (30) day period, or;

2. In the event such cause is a default under this Agreement (for which termination is authorized) and if, by its nature, such default cannot be cured within such thirty (30) day period, termination shall not be effective if the party in default commences to correct such default within thirty (30) days.

XIX. Cancellation by Lessee.

Lessee, at its option, may declare this Agreement terminated in its entirety upon the happening of any one of the following events:

1. If a court of competent jurisdiction issues an injunction against the Lessor or any successor body to the Lessor preventing or restraining the use of the Airport for Airport purposes in its entirety, or any part which may be used by the Lessee and which is substantially necessary to the Lessee for its operation, and if such injunction remains in force for a period of thirty (30) days or more, or,

2. If the premises becomes unusable in whole or in part, and the Lessor does not terminate the Agreement thereof pursuant to an option reserved to it in this Agreement and does not proceed as promptly as reasonably

practicable with the repairs and rebuilding necessary to restore the Premises to its condition prior to the occurrence of the damage, or,

1. If the Lessor fails to provide and maintain means for free and unobstructed ingress and egress to and from the Premises in accordance with the provisions of this Agreement, or If by reason of any willful act by the Lessor, or any willful omission or act done or permitted to be done in violation of this Agreement, whereupon the Lessor substantially interferes with the use by Lessee of the Premises for the purpose of which the uses thereof at that time is authorized by this Agreement.

XX. If the Lessor shall be in violation of any provisions of this Agreement and Lease with respect to maintenance of the Premises.

A. Notwithstanding anything to the contrary contained in this Agreement, no termination declared by either party shall be effective unless and until not less than thirty (30) days have elapsed after written notice to the other specifying the date upon which such termination shall take effect,

and the cause for which it is being terminated (and if such termination is by reason of default under this Agreement, specifying such default with reasonable accuracy), or;

B. No such termination shall be effective if such cause shall have been cured or obviated during such thirty (30) day period, or;

C. In the event such cause is a default under this Agreement (for which termination is authorized) and if, by its nature, such default cannot be cured within such thirty (30) day period, termination shall not be effective if the party in default commences to correct such default within thirty (30) days.

XXI. Non-Waiver of Rights.

Continued performance by either party hereto pursuant to the terms of this Agreement after a default of any of the terms, covenants and conditions herein contained to be performed, kept or observed by the other party hereto shall not be deemed a waiver of any right to cancel this Agreement for any subsequent default and no waiver of any such default shall be construed, or act, as a waiver of any subsequent default.

XXII. Nondiscrimination.

Lessee, as part of the consideration hereof, does hereby covenant and agree:

A. That no person on the grounds of race, color, religion, sex or national origin, shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination by Lessee, in the use of the premises leased

hereunder, and

B. That in the construction of any improvements on, over, or under such Leased Premises, and the furnishing of services thereon, no person on the grounds of race, color, religion, sex or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and

C. That Lessee shall maintain, use, and operate in the Leased Premises and provide services in compliance with all requirements imposed by Title 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, which may be amended from time to time.

XXIII. Economic Nondiscrimination.

Lessor shall furnish all services on a reasonable and not unjustly discriminatory basis to all users thereof, and charge reasonable, and not unjustly discriminatory prices for all services provided.

XXIV. Subordination of Agreement.

This Agreement shall be subordinate to the provisions of any existing and future agreements between Lessor and the United States of America, the State of Arkansas, and Faulkner County, Arkansas, their courts, boards, or agencies, relative to the operation or maintenance of the Cantrell Field Airport, the execution of which has been or will be required as a condition to the expenditure of federal, state or county funds or the issuance of bonds for the development of the Airport.

XXV. Notices.

All notices to Lessor provided for herein shall be sent by U.S. mail addressed to: City of Conway, Arkansas, 1201 Oak Street, Conway, Arkansas 72032 or as may be amended from time to time. All notices to Lessee provided for herein shall be sent by U.S. mail addressed to Lessee at _____, or at such other mailing address as may hereafter be on file at the City of Conway.

XXVI. Prior Agreements.

This Agreement cancels and supersedes all prior agreements between the parties hereto covering premises, facilities, rights, privileges, and services referred to herein.

XXVII. Holding Over.

A. If Lessee remains in possession of the Leased Premises after the expiration of this Agreement, without a new lease reduced to writing and duly executed, even if Lessee shall have paid and Lessor shall have accepted, rent in respect of

such holding over, Lessee shall be deemed to be occupying the Leased Premises only as a tenant from month to month, subject to all the covenants, conditions and agreements in this Lease Agreement and cancelable by either party upon thirty (30) days written notice to the other.

B. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Arkansas. To the extent allowed by law, the venue for any action arising from this Agreement shall be the state court of the County of Faulkner, Arkansas.

C. If either party shall bring any legal or equitable action against the other, the losing party shall pay the reasonable attorney fees and costs incurred by the prevailing party in such action including any appeal. For purposes of this section, "costs" shall include expert witness fees, and court costs.

XXVIII. Taxes and Other Governmental Charges.

Lessee shall pay, as the same become due, all taxes and governmental charges of any kind whatsoever that at any time may be lawfully assessed or levied against or with respect to the Leased Premises or Lessee's improvements, machinery, equipment or other property installed or used upon the Airport, including any ad valorem or personal property tax that may be assessed against any leasehold interest or estate created by this Agreement. In good faith and with due diligence, Lessee may contest any such taxes or governmental charges against the Agency assessing such taxes in accordance with the laws of the State of Arkansas.

XXIX. Invalidity of Clauses.

The invalidity of any portion, paragraph, provision or clause of this Agreement shall have no effect upon the validity of any other part or portion thereof.

XXX. Approval by Lessor.

Wherever the approval of Lessor is called for herein, it is understood and agreed that such approval shall be in writing, in advance, and shall not be unreasonably withheld.

XXXI. Headings.

The Section titles shown in this Agreement are included only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

XXXII. Title.

Title to all improvements and fixtures constructed directly on the Leased Premises, including the hangar, shall remain in Lessee's name until the expiration of this Agreement in accordance with the provisions of Paragraph one

(1). All improvements, including the Hangar, located on the Leased Premises at the expiration of this Agreement shall, without compensation to Lessee, be assigned and transferred to the Lessor. Lessee shall surrender the improvements, to include the Hangar, to the Lessor free and clear of all liens and encumbrances. Lessee agrees to execute, acknowledge, and deliver to the Lessor any instrument requested by Lessor as necessary in the opinion of Lessor to perfect Lessor's right, title, and interests in the improvements to the Leased Premises.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their duly authorized officers and their official or corporate seals to be affixed hereto and attested as of the day and year first above set forth.

LESSOR: LESSOR

By (Signature): _____

Print Name: _____

Print Title: _____

Address: _____

ATTEST: By (Signature): _____

Print Name and Title: _____

LESSEE: By (Signature): _____

Print Name: _____

Print Title: _____

Address: _____

ATTEST: By (Signature): _____

Name and Title: _____



City of Conway, Arkansas
Ordinance No. O-14-_____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A PROMISSORY NOTE TO PROVIDE SHORT-TERM FINANCING UNDER AMENDMENT NO. 78 TO THE ARKANSAS CONSTITUTION FOR CERTAIN INFRASTRUCTURE IMPROVEMENTS TO THE CITY OF CONWAY STREET SYSTEM; PROVIDING FOR PAYMENT OF THE PRINCIPAL AND THE INTEREST ON THE NOTE; APPROPRIATING FUNDS FROM GENERAL REVENUES; REIMBURSING THE CITY'S "PAY AS YOU GO FUNDS" FOR A PORTION OF PREVIOUS COSTS INCURRED FOR MAKING IMPROVEMENTS TO AND RIGHT-OF-WAY ACQUISITION FOR THE CONWAY LOOP SOUTH INTERCHANGE PROJECT; REPEALING ANY OTHER ORDINANCES IN CONFLICT HERewith; DECLARING AN EMERGENCY AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.

Complete ordinance will be provided at City Council Meeting.

PASSED on this 22nd day of April, 2014.

Attest:

Michael O. Garrett
City Clerk/Treasurer

Approved:

Mayor Tab Townsell



City of Conway, Arkansas
Ordinance No. O-14-_____

AN ORDINANCE APPROPRIATING REIMBURSEMENTS FUNDS FROM VARIOUS ENTITIES FOR THE CITY OF CONWAY POLICE DEPARTMENT; AND FOR OTHER PURPOSES

Whereas, the City of Conway Police Department has received reimbursements funds from the following entities:

Various Companies	\$ 37,461.66	Extra Duty Services
DEA	\$ 1391.04	Reimbursement for OT
DOJ	\$ 2879.19	Reimbursement for Equipment
Municipal league	\$ 3348.64	Insurance Proceeds
Farmers Insurance	\$ 3399.89	Insurance Proceeds

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

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

Section 1. The City of Conway shall appropriate funds from various Companies in the amount of \$37,461.66 from 001.121.4185 to the CPD's overtime expense account, 001.121.5114.

Section 2. The City of Conway shall appropriate reimbursement funds from DEA in the amount of \$1,391.04 from 001.121.4186 to the CPD overtime expense account, 001.121.5114.

Section 3. The City of Conway shall appropriate reimbursement funds from Secret Service in the amount of \$2,879.19 from 001.121.4186 to the following CPD grant expense accounts:

001.121.5650	\$ 2,048.19
001.121.5699	\$ 831.00

Section 4. The City of Conway shall appropriate insurance proceed funds in the amount of \$6,748.53 from 001.119.4360 to the CPD fleet maintenance expense account, 001.121.5450.

Section 5. All ordinances in conflict herewith are repealed to the extent of the conflict

PASSED this 22nd day of April, 2014.

Approved:

Attest:

Michael O. Garrett
City Clerk/Treasurer

Mayor Tab Townsell



City of Conway, Arkansas
Ordinance No. O-14- _____

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

Whereas, the Conway Police Department needs approximately \$5,000 for departmental training, annual conference membership dues, and travel expenses; and

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

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

Section 1. The City of Conway shall appropriate the following funds from the Asset Forfeiture Fund Balance Appropriation account 250-000-4900, into the following Asset Forfeiture Law Enforcement expenditure accounts:

250.121.5720	\$2,500
250.121.5750	\$2,500

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

PASSED this 22nd day of April, 2014.

Approved:

Mayor Tab Townsell

Attest:


Michael O. Garrett
City Clerk/Treasurer



CITY OF CONWAY
INFORMATION TECHNOLOGY
4605 WESCON LANE
CONWAY, AR 72034-8100
PHONE - 501-513-3521
FAX - 501-513-3522

MEMORANDUM

TO: Mayor, City Council

FROM: Lloyd Hartzell, CTC 

DATE: April 4, 2014

SUBJECT: Installation, upgrades, maintenance and support for access control systems

RFQ (Request for Qualifications) were submitted at 10.00 am, Friday April 4, 2014, at City of Conway City Hall for Installation, upgrades, maintenance, and support for access control systems and CCTV

AlarmTech, Sherwood, AR
AAS/UFS, Cabot, AR

It is my recommendation that the City of Conway use AlarmTech as the vendor of choice to provide installation, upgrades, maintenance, and support services for access control systems and CCTV for the City of Conway. My recommendation is based on the submitted RFQ's and our experiences over the past several years with AlarmTech.

AlarmTech has been the vendor of choice for all of the City's installation, upgrades, maintenance, and support services for all access control systems and CCTV since 2009, with access control systems in place at the Police, CEOC, and District Court buildings. There are also 80-100 CCTV security cameras being used by various departments in the city.

Please, if you have questions or need additional information call me.



5636 Commerce Ct.
Sherwood, AR 72120

April 4, 2014

Office of the Mayor
Attention: Felicia Rogers
Conway City Hall
1201 Oak Street
Conway AR 72034

RE: City of Conway Information Technology Department RFQ for the installation, upgrades, maintenance, and the support for access control systems and CCTV for the City

Dear Felicia

Alarmtec Systems is pleased to present this proposal in response to the City of Conway's RFQ. Each section of the RFQ has either been address accordingly with comments or no response was given as there was no need to respond.

Please consider this document a cover letter as my authorization as the owner of Alarmtec Systems verifying our qualifications and confirming any rate structures as it relates to this RFQ.

Section 1: Purpose

No response is required by Alarmtec Systems.

Section 2: Receipt of Proposals

No response is required by Alarmtec Systems.

Section 3 - Qualifications of Vendor

3.1 – Alarmtec Systems is an authorized dealer for Open Options (DNA) and Exacq Vision and services our existing Milestone customer base. Alarmtec System works directly with these companies for support and problem solving

3.2 – Not Applicable

3.3 – Alarmtec Systems History:

Alarmtec Systems was founded in 1992 and is a full service dealer, designer, and integrator of life safety and low voltage products including fire alarm, security and intrusion, closed circuit television, access control, nurse call and intercom systems.

While we have customers in all sectors of the market, we specialize in commercial, industrial, and government accounts that need individualized attention to complex requirements. A level IV NICET certification allows Alarmtec Systems to provide complete support from initial design to installed system maintenance.

Alarmtec Systems currently employs:

10 – Installation Technicians (including a Project Manager and Installation Manager)

7 – Service Technicians (including inspection techs and Service Manager)

4 – Admin Support

3 – Estimators/Sales

Of these employees, the following will be working directly with the City of Conway:

- **Eric Freeling** – Project Manager – Eric has 13 years of experience in the low voltage industry and manages our certified technicians for Open Options and Exacq Vision. Eric provides technical support directly to our customer and to our technicians to enhance our customer's experience. Eric is responsible for managing all of our low voltage projects, companywide and also plays a major role in assisting our service department when trouble shooting systems.
- **Chris Lambert** – Service Manager – Chris has 15 years of experience in all areas of the low voltage industry and is responsible for the overall service experience of Alarmtec System's customers. His experience with regard to CCTV and Access Control will be instrumental in assisting our technicians as they administer to the needs of the City of Conway.
- **Shane Holmes** – Installation manager – Shane is responsible for managing our technicians in the field and ensuring we meet project deadlines and customer needs. His experience in all facets of various low voltage systems is instrumental to a smooth installation and continued support after the install.
- **Robert Otts** – Lead Technician – Robert is an Open Options trained and certified technician and is responsible for the overall installation of our access control systems. (See attached certification)
- **Aaron Roberts** – Service Technician - Aaron is an Open Options and Exacq Vision trained and certified technician who is active with the installation and service of our access control systems. (See attached certification)

3.4 – All technicians employed by Alarmtec Systems are licensed as required by the State of Arkansas for alarm installation/monitoring. Alarmtec Systems also maintains a valid license which has been issued by the state of Arkansas and a copy is provided as an attachment to this proposal.

3.5 – References for Access Control and CCTV Services:

City of Conway

Lloyd Hartzell	Chief AJ Gary
4605 Wescon Lane	1105 Prairie Street
Conway, AR 72034	Conway, AR 72032
501-513-3521	501-450-6126

City of Jacksonville – Police Department

Captain Kenny Boyd
1412 West Main
Jacksonville, AR 72076
501-982-3191

Moses Tucker Real Estate (Mann on Main Project)

Rachael Scott
200 River Market Avenue
Suite 501
Little Rock, AR 72201
501-376-6555

3.6 – Alarmtec Systems currently installs and services the access control and CCTV systems for the City of Conway and has detailed knowledge of both the software and hardware requirements that the City of Conway expects for an overall satisfactory experience. We have been an Open Options dealer since 2008 and an Exacq Vision dealer since 2010.

Alarmtec Systems installed the original Open Options/Milestone access control and CCTV integration at Conway Police Department in 2009. This relationship has also allowed us to provide other services to the City of Conway such as:

1. Migration from Milestone to Exacq Vision (currently in progress)
2. Multiple wireless camera installations
 - a. Sanitation – in progress
 - b. Sanitation - complete
3. Consulting in the design of the new Cantrell Field Airport CCTV, access control, network and intercom systems. These services are offered at no charge to the city.
4. Consulting with the Parks and Receptions department for CCTV and access control. These services are offered at no charge to the city.
5. Continuous consulting with Conway IT department on various needs of the city relating to access control, CCTV, etc. These services are offered at no charge to the city.
6. Provide parts only pricing to the City of Conway upon request.
7. Provide software maintenance programs for Open Options DNA, Exacq Vision and Milestone to the City of Conway upon request.
8. Remote and on-site technical support.

The City of Conway's point of contact with Alarmtec Systems is Eric Freeling, Our Project Manager. Eric resides in Conway which provides quick and efficient communication and service resolution when issues occur.

3.7 – Furnishing vendor information to the City of Conway in a timely manner as it relates to this RFQ is considered a normal business practice by Alarmtec Systems.

3.8 – Alarmtec Systems has a client base in excess of 100 customers.

3.9 – Alarmtec Systems has the ability to communicate professional responses via email and phone and considers this to be a normal business practice.

Section 4: Scope of Services

Alarmtec Systems understands the scope of services required by the City of Conway as outlined in the RFQ.

Section 5: Cost Proposal

5.1 – The hourly cost for services (Access Control, CCTV, Fire Alarm, Structured Cabling and Intercom):

On site service:	\$95 per hour per man as required by scope of work
After hours on site service:	\$125 per hour per man as required by scope of work
Holiday/weekend service:	\$135 per hour per man as required by scope of work
Truck trip for all Calls:	\$50 per trip as required by scope of work
Remote tech support*:	\$50 per hour per man as required by scope of work

****It must be noted that calls of inquiry are not considered remote tech support with Alarmtec Systems. Remote tech support hourly rates only occur when our technicians or managers must remotely log in to customer systems to rectify an existing issue on the system/network involved.***

5.2 – The hourly costs above only include service hours and do not include installation hours. Installation pricing is given as a set price and will be given in writing to the City of Conway as requested. No additional charges will be charged to the city unless prior written consent is acquired by Alarmtec Systems.

5.3 – If selected as the vendor of choice and with more specific system information from the City of Conway, Alarmtec Systems is prepared to discuss and develop a maintenance plan and pricing if it is deemed necessary by the City of Conway.

Section 6: Proposal Evaluation:

This proposal is valid with the City of Conway until a vendor is selected.

Section 7: Alternatives:

No Alternatives are proposed at this time by Alarmtec Systems.

Section 8: Indemnification:

No response is required by Alarmtec Systems.

Section 9: Specification Clarification:

No response is required by Alarmtec Systems.

Section 10: Modification and Withdrawal of Proposals:

No response is required by Alarmtec Systems.

Section 11: Insurance Requirements:

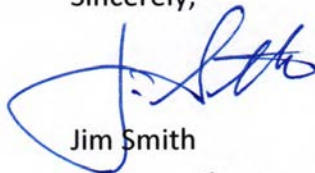
Proof of insurance is attached with this document.

Section 12: Evaluation Criteria:

No response is required by Alarmtec Systems.

I would like to thank the City of Conway for this opportunity and ask that if there are any questions that you please contact either me or any employees listed in this document for assistance.

Sincerely,



Jim Smith

Owner – Alarmtec Systems



OPEN OPTIONS™
— ACCESS TECHNOLOGY —

This Certificate Distinguishes

Robert Otts
Alarmtec

as an

**Fusion Essentials Software
Certified Technician**

November 2013

Date

DNA-1113694

Certification Number

Steve Fisher, CEO

This course qualifies for 1.8 hours of Continuing Education Units

OPEN OPTIONS, Inc.

This Certificate Distinguishes

Aaron Roberts
Alarmtec Systems

as an

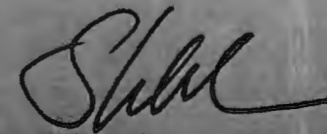
**Fusion Essentials Software
Certified Technician**

May 2012

Date

DNA-0512566

Certification Number



Steve Fisher, CEO

This course qualifies for 1.8 hours of Continuing Education Units



Certificate of Completion

Aaron Roberts

Alarmtec Systems

Has successfully completed the Exacq Technologies, Inc. Technical Training Program and is recognized as a Certified Technician for the exacqVision line of software and hardware Video Management System products.

November 30, 2011

A handwritten signature in black ink, appearing to read "DRR".

Dan Rittman
Vice President, Engineering

A handwritten signature in black ink, appearing to read "Brian R Clark".

Brian Clark
Technical Training Manager

State of



Arkansas

NUMBER
E 92 03

LICENSE

DATE OF ISSUE
08/06/2009

This is to Certify that

ALARMTEC SYSTEMS

*is duly licensed to transact business in the state of Arkansas as an(a) Class E -
ALARM SYSTEMS COMPANY. This license is renewable as provided in A.C.A.
17-40-101 Et. Seq.*

**Arkansas Board Of
Private Investigators
And Private Security
Agencies**

Richy Briggs
ADMINISTRATOR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/10/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Meadors Adams & Lee, Inc. 101 S. Spring St., Suite 400 P. O. Box 3456 Little Rock AR 72203	CONTACT NAME: Lisa Thomas	
	PHONE (A/C No. Ext): (501) 372-5200	FAX (A/C No.): (501) 372-4763
E-MAIL ADDRESS: lisa@meadorsadamslee.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: First Mercury Insurance Co		10657
INSURER B: Allmerica Financial Benefit		41840
INSURER C: Bridgefield Casualty Ins. Co.		10335
INSURER D: Mass Bay		22306
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: **07/14/2013-14 Liab** REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			SECG000001435001	7/14/2013	7/14/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PROJECT	<input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			AWT 8789268 03	7/14/2013	7/14/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		SEUMB000001434301	7/14/2013	7/14/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0196-27513	7/14/2013	7/14/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Installation Floater			RDT 8789357 03	7/14/2013	7/14/2014	Limit \$ 50,000 Deductible \$ 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER


Leianne@alarmtec.com

Alarmtec Systems
Leianne Lanning
5636 Commerce Court
Sherwood, AR 72120

CANCELLATION

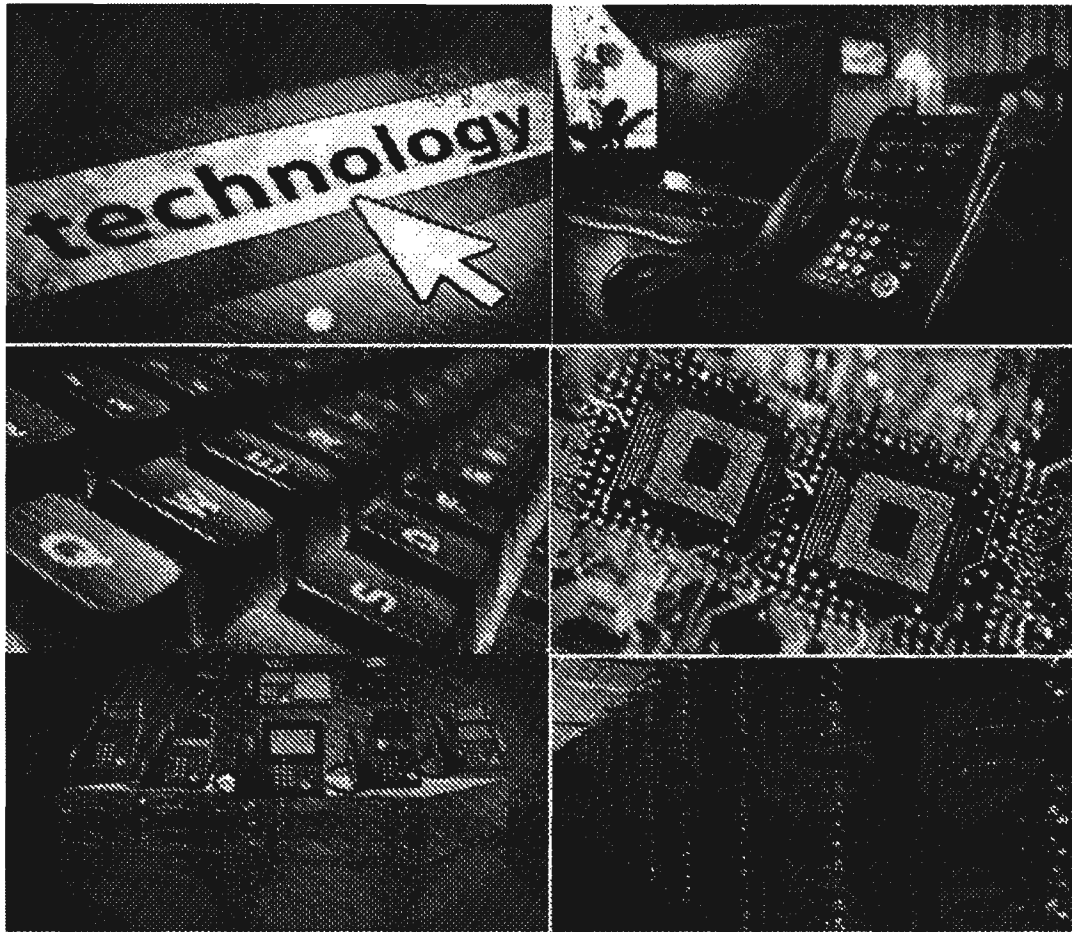
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Duch/CL6 

**City of Conway
Information Technology Department**

REQUEST FOR QUALIFICATIONS



**Installation, upgrades, maintenance, and support for
access control systems, and CCTV for the City.**

SECTION 1: PURPOSE

- 1.1 The City of Conway, Arkansas (hereafter referred to as "the City") is seeking a qualified vendor to provide, installation, upgrades, maintenance, and support for access control systems, and CCTV for the City. This document is a request for qualifications (RFQ), in accordance with the specifications of this RFQ.

SECTION 2: RECEIPT OF PROPOSALS:

- 2.1 Two (2) printed copies of the proposal must be received no later than Friday, April 4th, 2014 at 10:00 a.m. delivered to the following address. Late proposals will not be considered.

**Office of the Mayor
Attn: Felicia Rogers
Conway City Hall
1201 Oak Street
Conway, AR 72034**

- 2.2 Each proposal will be the document upon which the City will make its initial decision regarding the vendor's qualifications, understanding of the City's scope and objectives, and ability to complete services anticipated by the City.
- 2.3 Those submitting proposals do so entirely at their own expense. There is no expressed or implied obligation by the City to reimburse any Business or individual for any costs incurred in preparing or submitting qualifications, preparing or submitting additional information requested by the City, or participating in any selection interviews.
- 2.4 Submission of qualifications indicates an acceptance of the conditions contained in the RFQ unless the submitted qualifications clearly and specifically states otherwise.
- 2.5 The City reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional proposals.

SECTION 3: QUALIFICATIONS OF VENDOR:

- 3.1 Vendor must be an authorized dealer for Open Options (DNA), Milestone, and ExacqVision and be able to contact these companies directly for support and problem solving. The Vendor is expected to work with 3rd party vendors that provide a service to the City, which requires a professional relationship. When problem solving, the vendor is expected to work with the 3rd party to resolve the problem.
- 3.2 In the case of a proposal from an individual, provide a statement of qualifications including education, certification, licensure, general experience with applicable laws, rules, regulations, guidelines, and procedures, and specific experience in providing access control systems, and CCTV services to a municipality.
- 3.3 In the case of a proposal from a business, provide a brief history and description of the business submitting the proposal. Identify the business's professional staff member(s) who will be assigned to this engagement if the business's proposal is selected. Provide a statement of qualifications of each of the business's professional staff members who will

be assigned to this engagement including training, certification, licensure, general experience, and specific experience in providing access control systems, and CCTV services to a municipality. Provide a signed cover letter from a person within the business who is authorized to make representations on behalf of the business and to bind the business.

- 3.4 Each vendor must be licensed as required by the State of Arkansas for alarm installation/monitoring. The vendor must maintain a valid license issued by the State of Arkansas. A copy of the license must be provided to the City by the selected vendor.
- 3.5 Each vendor must provide the names, titles, addresses, and phone numbers of at least three (3) references related to providing access control systems, and CCTV services to a municipality or other similar business customers.
- 3.6 Each vendor may provide any additional information which would serve to distinguish its, his, or her proposal from other proposals.
- 3.7 The City of Conway may make such inquiries it deems necessary to determine the ability of each vendor to perform the services contemplated by this RFQ. Vendors shall promptly furnish all information and data for this purpose as may be subsequently requested by the City.
- 3.8 Vendor must have a client base of more than 100 customers and have been in business for more than 5 years.
- 3.9 Vendor must have the ability to communicate a response via email, or phone, in a professional manner.

SECTION 4: SCOPE OF SERVICES:

- 4.1 The selected vendor will perform at a minimum the following services as requested:
 - a) Support City-wide access control system and CCTV systems at various locations owned by the city;
 - b) Support equipment associated with access control and CCTV systems i.e. wireless point to point, integrated gate controls;
 - c) Response time:
 - 1. Critical Issue: If public safety is at risk, or the City is not able to provide services to its citizens, the vendor must acknowledge via phone within 15 minutes of receiving the notification to determine what actions need to be taken to resolve the issue. It is required that a technician be onsite within one hour or less.
 - 2. Non-Critical issue: upon receiving notification the vendor must acknowledge via phone or email within 30 minutes to determine what actions need to be taken to resolve the issue.
 - 3. Must be able to respond to Critical Issues and urgent issues 24/7.
 - 4. Quotes will be honored for 90 days from the time of receipt unless agreed upon between the customer and Vendor.
 - 5. Vendor must provide technician training for the customer at no cost. Advanced training will be billed at an agreed rate.

SECTION 5: COST PROPOSAL:

- 5.1 The cost proposal must state an “hourly” cost for services that includes service calls, onsite, and remote support for the services.
- 5.2 The cost proposal must provide a guarantee that no additional fees beyond those proposed will be charged to the City without the City’s prior written consent.
- 5.3 The vendor may provide the cost of an annual maintenance plan at the beginning of the term of service.

SECTION 6: PROPOSAL EVALUATION:

- 6.1 Proposals shall remain valid until a vendor is selected by the City.
- 6.2 Proposals shall be examined and evaluated by the City to determine whether each proposal meets the requirements. A recommendation will be made to the Mayor and City Council based on the following criteria:
 - (a) The vendor’s demonstrated capabilities and professional qualifications.
 - (b) The completeness of the proposal.
 - (c) The total proposed cost.
- 6.3 The selection of a proposal will not be based solely on a monetary evaluation. There will also be an evaluation of each vendor’s understanding of the work required with considerable weight being given to experience in the areas required and the track record of each vendor.

SECTION 7: ALTERNATIVES:

- 7.1 Each vendor may include in its proposal items not specified which the vendor considers pertinent. All such alternatives shall be listed separately from the proposal and the cost thereof shall be separate and itemized.

SECTION 8: INDEMNIFICATION:

- 8.1 The selected vendor will be required to defend, indemnify, and save harmless the City, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorney’s fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected vendor, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 9: SPECIFICATION CLARIFICATION:

- 9.1 All inquiries with respect to this RFQ shall be directed to:

Lloyd D. Hartzell
Chief Technology Officer
Westin Technology Building
4605 Wescon Lane
Conway, AR 72034
Lloyd.Hartzell@cityofconway.org

- 9.2 All questions about the meaning or intent of the specifications shall be submitted in writing to the individual referenced above in Section 9.1. Replies will be issued in writing and mailed, emailed or delivered to all vendors who have indicated an interest in submitting an RFQ. Questions received less than four (4) business days prior to the date of submission of proposals will not be answered. Only questions answered by formal written response will be binding. Oral or other interpretations or clarifications will be without legal effect.

SECTION 10: MODIFICATION AND WITHDRAWAL OF PROPOSALS:

- 10.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.
- 10.2 If within twenty-four (24) hours after the deadline for the submission of proposals set forth in Section 2.1 above any vendor files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its proposal, that vendor may withdraw its proposal. Thereafter, that vendor will be disqualified from further proposal on the work.

SECTION 11: INSURANCE REQUIREMENTS:

- 11.1 The selected vendor will be required to procure and maintain at its own expense the following insurance coverage:
- a) Workers' Compensation and Employer's Liability Insurance: A policy or policies providing protection for employees of the selected vendor in the event of job-related injuries.
 - b) General Liability Insurance: A policy or policies of comprehensive general liability insurance with limits of not less than \$2,000,000.
 - c) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Mayor's Office.
 - d) The insurance policies shall be automatically renewed upon expiration and continued in force unless the Mayor's Office is given sixty (60) days written notice to the contrary.
- 11.2 No work shall be commenced until the selected vendor has delivered to the proof of issuance of all policies of insurance required to be procured by the selected vendor. If at any time any of said policies shall be or become unsatisfactory to the City, the selected vendor shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the selected vendor to furnish, deliver, and maintain such insurance as above provided, at the election of the City, be forthwith declared suspended, discontinued, or terminated. Failure of the selected vendor to procure and maintain any required insurance shall not relieve the selected vendor from any liability, nor shall the insurance requirements be constructed to conflict with the obligations of the selected vendor concerning indemnification.

SECTION 12: EVALUATION CRITERIA:

12.1 Evaluation Criteria

- | | |
|---|-----------------|
| 1. Understanding the needs of the City. | Up to 20 points |
| 2. Experience with IP and wireless networks as it relates to access control systems and CCTV. | Up to 20 Points |
| 3. Experience with current systems, hardware and software, (Open Options, Milestone, and ExacqVision) | Up to 20 Points |
| 4. Skill Level of Team. | Up to 20 Points |
| 5. Ability to respond to calls for service 24/7. | Up to 20 Points |

(Signature) (Date)

(Name and Title)

(Name of Business)



CITY OF CONWAY
INFORMATION TECHNOLOGY
4605 WESCON LANE
CONWAY, AR 72034-8100
PHONE - 501-513-3521
FAX - 501-513-3522

Memorandum

TO: Mayor, City Council members

FROM: Lloyd Hartzell, CTO 

DATE: April 4, 2014

SUBJECT: Telephone installation, upgrades and maintenance

RFQ (Request for Qualifications) were submitted at 10.00 am, Friday April 4, 2014, at City of Conway City Hall for telephone installation, upgrades and maintenance services to the City by the following vendors:

Kirby Communications, Conway, AR
Netcom, Benton, AR
HCI, Sherwood, AR

It is my recommendation that the City of Conway use Netcom as the vendor of choice to provide telephone installation, upgrades, and maintenance services for the City's NEC telephone system. My recommendation is based on the submitted RFQ's and our experiences over the past several years.

Please, if you have questions or need additional information call me.



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COVER LETTER

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COPY OF IT REQUEST FOR QUALIFICATIONS

TAB 3

REPOSSES TO IT REQUEST FOR QUALIFICATIONS

TAB 4

COPY OF EMAIL QUESTION

TAB 5

COPY OF CERTIFICATE OF INSURANCE



April 2, 2014

Office of the Mayor
Felicia Rogers, Conway City Hall
1201 Oak Street
Conway, AR 72034

Dear Ms. Rogers:

Netcom, Inc. is pleased to respond to the City of Conway's Information Technology Departments Request for Qualifications.

Netcom, Inc. will be able to provide all telephone installation, upgrades, and maintenance services to the City. All information regarding our various services is included in the Request for Qualifications (RFQ) response.

If you have any questions regarding our response to the RFQ, please contact Lonnie Hawkins at (501) 690-6113 or at lonnie@arnetcom.net.

Sincerely,

A handwritten signature in black ink, appearing to read "LH", followed by a horizontal line extending to the right.

Lonnie Hawkins
President

**City of Conway
Information Technology Department**

REQUEST FOR QUALIFICATIONS



**Telephone installation, upgrades, and
maintenance services to the City**

SECTION 1: PURPOSE

- 1.1 The City of Conway, Arkansas (hereafter referred to as “the City”) is seeking an Authorized NEC dealer to provide telephone installation, upgrades, and maintenance services to the City. This document is a request for qualifications (RFQ) in accordance with the specifications of this RFQ.

SECTION 2: RECEIPT OF PROPOSALS:

- 2.1 Two (2) printed copies of the proposal must be received no later than **Friday, April 4th, 2014 at 10:00 a.m.**, delivered to address below. Late proposals will not be considered.

Office of the Mayor
Attn: Felicia Rogers, Conway City Hall
1201 Oak Street
Conway, AR 72034

- 2.2 Each proposal will be the document upon which the City will make its initial decision regarding the vendor’s qualifications, understanding of the City’s scope and objectives, and ability to complete services anticipated by the City.
- 2.3 Those submitting proposals do so entirely at their own expense. There is no expressed or implied obligation by the City to reimburse any business or individual for any costs incurred in preparing or submitting qualifications, preparing or submitting additional information requested by the City, or participating in any selection interviews.
- 2.4 Submission of qualifications indicates an acceptance of the conditions contained in the RFQ unless the submitted qualifications clearly and specifically states otherwise.
- 2.5 The City reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional proposals.

SECTION 3: QUALIFICATIONS OF VENDOR:

- 3.1 Vendor must be an NEC Authorized dealer and be able to contact NEC directly for support and problem solving. The Vendor is expected to work with 3rd party vendors that provide a service to the City, which requires a professional relationship. When problem solving, the vendor is expected to work with the 3rd party to resolve the problem.
- 3.2 In the case of a proposal from an individual, provide a statement of qualifications including education, certification, licensure, general experience with applicable laws, rules, regulations, guidelines, and procedures, and specific experience in providing telecommunication services to a municipality.
- 3.3 In the case of a proposal from a business, provide a brief history and description of the business submitting the proposal. Identify the business's professional staff member(s) who will be assigned to this engagement if the business's proposal is selected. Provide a statement of qualifications of each of the business’s professional staff members who will be assigned to this engagement including training, certification, licensure, general

SECTION 12: EVALUATION CRITERIA:

12.1 Evaluation Criteria

- Understanding the needs of the city. Up to 20 points
- Experience with Current NEC systems, IP Networks as it relates to Telecommunications. Up to 30 Points
- Skill Level of Team. Up to 20 Points
- Ability to respond to calls for service 24/7. Up to 30 Points

(Signature) (Date)

(Name and Title)

(Name of Business)

experience, and specific experience in providing telecommunication services to a municipality. Provide a signed cover letter from a person within the business who is authorized to make representations on behalf of the business and to bind the business.

- 3.4 Each vendor must provide the names, titles, addresses, and phone numbers of at least three (3) references related to the provision of telecommunication services to a municipality or other similar business customers.
- 3.5 Each vendor may provide any additional information which would serve to distinguish its, his, or her proposal from other proposals.
- 3.6 The City of Conway may make such inquiries it deems necessary to determine the ability of each vendor to perform the services contemplated by this RFQ. Vendors shall promptly furnish all information and data for this purpose as may be subsequently requested by the City.
- 3.7 Vendor must have a client base of more than 100 customers and have been in business for more than 5 years.
- 3.8 Vendor must have the ability to communicate a response via email, or phone, in a professional manner.

SECTION 4: SCOPE OF SERVICES:

- 4.1 The selected vendor will perform at a minimum the following services as requested:
 - a) Maintain City-wide telephone systems at various locations owned by the city;
 - b) Maintain telephone and analog telephones;
 - c) Response time:
 - 1) Critical Issue: If public safety is at risk, or the city is not able to provide services to its citizens, the vendor must acknowledge via phone within 15 minutes of receiving the notification to determine what actions need to be taken to resolve the issue. It is required that a technician be onsite within one hour or less.
 - 2) Non-Critical issue: upon receiving notification, the vendor must acknowledge via phone or email within 30 minutes to determine what actions need to be taken to resolve the issue.
 - 3) Must be able to respond to critical issues and urgent issues 24/7.
 - 4) Quotes will be honored for 30 days from the time of receipt unless agreed upon between the customer and vendor.
 - 5) Vendor must provide technician training for the customer at no cost. Advanced training will be billed at an agreed rate.

SECTION 5: COST PROPOSAL:

- 5.1 The cost proposal must state an "hourly" cost for services that includes service calls, onsite, and remote support for the services.
- 5.2 The cost proposal must provide a guarantee that no additional fees beyond those proposed will be charged to the City without the City's prior written consent.

- 5.3 The vendor may provide the cost of an annual maintenance plan at the beginning of the term of service.

SECTION 6: PROPOSAL EVALUATION:

- 6.1 Proposals shall remain valid until a vendor is selected by the City.
- 6.2 Proposals shall be examined and evaluated by the City to determine whether each proposal meets the requirements. A recommendation will be made to the Mayor and City Council based on the following criteria:
- (a) The vendor's demonstrated capabilities and professional qualifications.
 - (b) The completeness of the proposal.
 - (c) The total proposed cost.
- 6.3 The selection of a proposal will not be based solely on a monetary evaluation. There will also be an evaluation of each vendor's understanding of the work required with considerable weight being given to experience in the areas required and the track record of each vendor.

SECTION 7: ALTERNATIVES:

- 7.1 Each vendor may include in its proposal items not specified which the vendor considers pertinent. All such alternatives shall be listed separately from the proposal and the cost thereof shall be separate and itemized.

SECTION 8: INDEMNIFICATION:

- 8.1 The selected vendor will be required to defend, indemnify, and save harmless the City, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected vendor, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 9: SPECIFICATION CLARIFICATION:

- 9.1 All inquiries with respect to this RFQ shall be directed to:

Lloyd D. Hartzell, Chief Technology Officer
Westin Technology Building
4605 Wescon Lane, Conway, AR 72034
Lloyd.Hartzell@cityofconway.org

- 9.2 All questions about the meaning or intent of the specifications shall be submitted in writing to the individual referenced above in Section 9.1. Replies will be issued in writing and mailed, emailed or delivered to all vendors who have indicated an interest in submitting an RFQ. Questions received less than four (4) business days prior to the date of submission of proposals will not be answered. Only questions answered by formal written response will be binding. Oral or other interpretations or clarifications will be without legal effect.

SECTION 10: MODIFICATION AND WITHDRAWAL OF PROPOSALS:

- 10.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.
- 10.2 If within twenty-four (24) hours after the deadline for the submission of proposals set forth in Section 2.1 above any vendor files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its proposal, that vendor may withdraw its proposal. Thereafter, that vendor will be disqualified from further proposal on the work.

SECTION 11: INSURANCE REQUIREMENTS:

- 11.1 The selected vendor will be required to procure and maintain at its own expense the following insurance coverage:
 - a) Workers' Compensation and Employer's Liability Insurance: A policy or policies providing protection for employees of the selected vendor in the event of job-related injuries.
 - b) General Liability Insurance: A policy or policies of comprehensive general liability insurance with limits of not less than \$2,000,000.
 - c) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Mayor's Office.
 - d) The insurance policies shall be automatically renewed upon expiration and continued in force unless the Mayor's Office is given sixty (60) days written notice to the contrary.
- 11.3 No work shall be commenced until the selected vendor has delivered to the proof of issuance of all policies of insurance required to be procured by the selected vendor. If at any time any of said policies shall be or become unsatisfactory to the City, the selected vendor shall promptly obtain a new policy and submit proof of insurance of the same to the City. Upon failure of the selected vendor to furnish, deliver, and maintain such insurance as above provided, at the election of the City, be forthwith declared suspended, discontinued, or terminated. Failure of the selected vendor to procure and maintain any required insurance shall not relieve the selected vendor from any liability, nor shall the insurance requirements be constructed to conflict with the obligations of the selected vendor concerning indemnification.



Response to the City of Conway's Information Technology Department's Telephone Vendor Request for Qualifications

SECTION 1: PURPOSE:

1.1 Acknowledged and agreed.

SECTION 2: RECEIPT OF PROPOSALS:

2.1 Acknowledged and agreed.

2.2 Acknowledged and agreed.

2.3 Acknowledged and agreed.

2.4 Acknowledged and agreed.

2.5 Acknowledged and agreed.

SECTION 3: QUALIFICATIONS OF VENDOR:

3.1 Netcom, Inc. (hereafter referred to as "Netcom") is an authorized NEC reseller.

3.2 Netcom is an S Corporation therefore not applicable.

3.3 Netcom is an S Corporation, incorporated in Benton, Arkansas. Our company provides and maintains business telephone systems and peripherals for small and medium-sized companies. Our services include business telephone system repair/replacement, structured cabling for both voice and data networks, fiber optics, local, long-distance and internet consulting, and voice and data network relocation. We have proudly served central Arkansas since 2007. Corporate Mission Statement: Netcom, Inc. is a communications product and service company driven to offer high quality, fair priced technologically advanced solutions. We view

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ourselves as partners with our customers, employees, suppliers, and our community. We take pride in helping customers create innovative solutions and



make informed choices to improve their business. Our goal is moderate growth, annual profitability, being the best at what we do, all while maintaining our integrity and beliefs.

Netcom professional staff members that will be assigned to this engagement if selected will include:

Stacy McNulty – Sales

Qualifications – Netcom sales training and NEC sales training.

Experience -

Mike Hooper – Technical

Qualifications – Netcom technical training, NEC technical training, NEC, ESI, Toshiba, Vodavi technical certifications.

Experience – Technical/Operations/High Speed Data/Fiber/Local & Long Distance - Fifteen (15) years combined experience. Telephone systems and structured cabling installer. Competitive Local Exchange Carrier (CLEC) technician for five (5) years.

Lonnie Hawkins – Technical, Operations, Sales

Qualifications – NEC, Samsung, Vodavi, Mitel technical and sales training and certification. Installed and maintained Maumelle Police/Fire Department phone system since 2009.

Experience – Technical/Operations/Sales/Local & Long Distance/High Speed Data/Fiber – Twenty-six (26) years combined experience. Competitive Local Exchange Carrier (CLEC) sales.

Leslie Hawkins – Service, Training, Sales

Qualifications – NEC, Samsung, ESI, Toshiba sales training and certification.

Experience – Sales/Local & Long Distance/High Speed Data - Ten (10) years combined sales for interconnect and Competitive Local Exchange Carrier (CLEC).

Netcom has provided a signed cover letter (located behind Tab 1 in this proposal) from the person authorized to bind the business.

3.4 See References listed below:

Maumelle Police Department
Mike Wilson
Lieutenant
2002 Murphy Drive
Maumelle, AR 72113
501-658-4444



Maumelle Fire Department
Mike Wilson
Lieutenant
2000 Murphy Drive
Maumelle, AR 72113
501-658-4444

Maumelle Water Department Plant
Tina Richardson
Business Manager
90 Lake Point Place
Maumelle, AR 72213
501-851-3070

Arkansas School Boards Association
Shannon Moore
Director of Risk Management & Workers Compensation
523 South Ringo Street
Little Rock, AR 72201

3.5 Netcom employs professional sales and service staff. Aside from ensuring our team is flexible, prompt, provide expert advice and customer friendly, we have taken the following strides to ensure competitive advantage:

- System design and implementation processes are granular and geared to fully involve the client. This means the hardware, feature sets, programming and training are customized and tailored specifically to each client.
- Presentations and demonstrations are performed live. Proposals are delivered and overviewed in person with the client (should they allow). Many of our competitors simply present from a brochure, and/or email or fax proposals/quotes.
- Emphasis is placed on training end users and administrators. As a matter of fact, it is so important to us that we provide free training for clients that purchase our systems from day one and for as long as they own the system.
- If client wishes and manufacturer allows, we provide a technical/administrative interface to our systems, allowing the client to make any necessary programming changes they are comfortable with. Currently this interface software is provided by the manufacturer at no cost.

3.6 Acknowledge and agreed.



3.7 Netcom's total number of existing accounts to date is over 500 clients. Netcom has been in business since 2007 and incorporated in 2008.

3.8 Netcom can be contacted via email or by phone. We pride ourselves on customer service and our staff is trained to be professional at all times.

SECTION 4: SCOPE OF SERVICES:

4.1 Netcom will agree to perform at a minimum the following services as requested:

- a) Maintain City-wide telephone systems at various locations owned by the city;
- b) Maintain telephone and analog telephones;
- c) Response time:
 - 1) Critical Issue: If public safety is at risk, or the city is not able to provide services to its citizens, the vendor must acknowledge via phone within 15 minutes of receiving the notification to determine what actions need to be taken to resolve the issue. It is required that a technician be onsite within one hour or less.
 - 2) Non-Critical issue: upon receiving notification, the vendor must acknowledge via phone or email within 30 minutes to determine what actions need to be taken to resolve the issue.
 - 3) Must be able to respond to critical issues and urgent issues 24/7.
 - 4) Quotes will be honored for 30 days from the time of receipt unless agreed upon between the customer and vendor.
 - 5) Vendor must provide technician training for the customer at no cost. Advanced training will be billed at an agreed rate.

SECTION 5: COST PROPOSAL:

5.1 Netcom's onsite service rate is \$85.00 per hour (minimum 1 hour) for service during normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday), and \$127.50 per hour (minimum 1 hour) for service outside of our normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday). Our remote service rate is \$21.25 per quarter hour (minimum 1 quarter hour) for service during normal business hours, and \$31.88 per quarter hour (minimum 1 quarter hour) for service outside of our normal business hours. **Note regarding hourly rate:** after the first hour, time is invoiced in fifteen (15) minute increments. Please note that applicable sales tax (State, County, and City) will be applied to any invoice from Netcom, unless written proof of sales tax exemption is provided and verified.

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-
- 5.2 Netcom states and guarantees that no additional fees other than applicable sales tax, as stated in response 5.1, beyond those proposed will be charged to the City without the City's prior written consent.
 - 5.3 Acknowledged and agreed. At Netcom, maintenance plans are tailored to each individual client. An in depth meeting with the client is requested to "survey" each site, inventory equipment, review service history, disclose and discover any "existing" service/software/hardware issues.

SECTION 6: PROPOSAL EVALUATION:

- 6.1 Acknowledged and agreed.
- 6.2 Acknowledged and agreed.
- 6.3 Acknowledged and agreed.

SECTION 7: ALTERNATIVES:

- 7.1 Acknowledged and agreed.

SECTION 8: INDEMNIFICATION:

- 8.1 Acknowledged and agreed.

SECTION 9: SPECIFICATION CLARIFICATION:

- 9.1 Acknowledged and agreed.
- 9.2 Acknowledged and agreed.

SECTION 10: MODIFICATION AND WITHDRAWAL OF PROPOSALS:

- 10.1 Acknowledged and agreed.
- 10.2 Acknowledged and agreed.

SECTION 11: INSURANCE REQUIREMENTS:

- 11.1 Acknowledged and agreed. b) Currently Netcom maintains Commercial General

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Liability Insurance with the following limits: Each Occurrence \$1,000,000; Personal



& Adv Injury \$1,000,000; General Aggregate \$2,000,000; Products – Comp/OP AGG \$2,000,000. Certificate of Liability is included in this proposal behind Tab 5.

11.2 Omitted from original RFQ document therefor no response.

11.3 Acknowledged and agreed.

SECTION 12: EVALUATION CRITERIA:

12.1 Acknowledged and agreed.

A handwritten signature in black ink, appearing to read "LH", followed by a horizontal line extending to the right.

4/2/14

(Signature)(Date)

Lonnie Hawkins/President

(Name and Title)

Netcom, Inc.

(Name of Business)

From: Lloyd Hartzell [<mailto:lloyd.hartzell@cityofconway-ar.gov>]
Sent: Tuesday, April 01, 2014 9:35 AM
To: 'Stuart McGilvray'
Cc: Dustin Johnson
Subject: RE: Request for Qualifications

Please find below our response to your questions. Questions and answers have been provided to all vendors that have indicated an interest in this RFQ

1. Question: *In Section 6.2, the criteria for recommendation mentions the "the total proposed cost." There is no specific request for a particular project.*

Answer: "The total proposed cost" the question should have been "proposed service cost" we will look at the cost of services based on the information you provided. i.e. service calls, onsite and remote support hourly rate, cost per mile.

2. Question: *Under Section 5 there is a cost proposal for hourly costs, but it does not specify the scope of the work that would need to be done to convert the NEC UX5000 to the NEC Sv8100.*

Answer: We are looking for cost services i.e. service calls, onsite and remote support hourly rate, cost per mile. Has nothing to do with a specific project.

Summary: We are asking you to provide the cost of services. We will look at the overall cost of services as part of our evaluation. Remember as stated in 6.3 the selection of a proposal will not be based solely on monetary evaluation.

Cc: File

Lloyd D. Hartzell
Director of Information Technology / CTO
4605 Wescon Lane
Conway, Arkansas 72034
Office: 501.513.3521
Fax: 501.513.3522
Lloyd.Hartzell@CityofConway-AR.gov

"Freedom is never more than one generation away from extinction. We didn't pass it to our children in the bloodstream. It must be fought for, protected, and handed on for them to do the same"

Ronald Reagan

From: Stuart McGilvray [<mailto:smcgilvray@hci-ar.com>]
Sent: Monday, March 31, 2014 4:38 PM
To: Lloyd Hartzell
Cc: Dustin Johnson
Subject: RE: Request for Qualifications

Mr. Hartzell,

I am finalizing HCI's response to the "Request for Qualifications" and I wanted to clarify one item. In Section 6.2, the criteria for recommendation mentions the "the total proposed cost." There is no specific request for a particular project. Under Section 5 there is a cost proposal for hourly costs, but it does not specify the scope of the work that would need to be done to convert the NEC UX5000 to the NEC Sv8100. What will make up the "Total Proposed Cost" in the Proposal Evaluation?

Stuart

Stuart G. McGilvray
President, HCI
smcgilvray@hci-ar.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Ron Jones	
Ron Jones Insurance Agency		PHONE (A/C, No, Ext): 501-847-8155	FAX (A/C, No):
606 W Commerce #2		E-MAIL ADDRESS: rjones6@farmersagent.com	
Bryant AR 72022		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Truck Insurance Exchange	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED			
NETCOM INC			
3503 PEACHTREE LN			
BENTON AR 72015			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			605496232	11/01/2013	11/01/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
A	AUTOMOBILE LIABILITY			605496232	11/01/2013	11/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			A02176196	11/01/2013	11/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Installer of Communication Equipment

CERTIFICATE HOLDER**CANCELLATION**

City of Conway	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Ron Jones



City of Conway, Arkansas
Monthly Financial Reports
March 31, 2014

City of Conway
 Monthly Financial Report - General Fund
 For the month ended March 31, 2014



Revenues	Budget	Month Activity	Year to Date	Encumbered	(Over)/Under Budget	% Expend/Collect
Ad Valorem Tax	2,960,000	25,768	404,244		2,555,756	14%
Payments in Lieu of Tax	25,000	-	-		25,000	0%
State Tax Turnback	1,995,402	266,387	440,710		1,554,692	22%
Sales Tax	17,350,000	1,008,796	4,138,439		13,211,561	24%
Beverage Tax	420,000	-	50		419,950	0%
Franchise Fees	2,655,000	270,610	698,877		1,956,123	26%
Airport Revenue	75,000	6,540	20,619		54,382	27%
Airport Fuel Sales .05 / GAL	10,000	562	1,630		8,370	16%
Permits	514,000	31,615	89,440		424,560	17%
ACIEA Revenues	-	(1,128)	952		(952)	-
Dog Tags & Fees	25,000	2,005	5,875		19,125	24%
Municipal Court Fines and Fees	990,000	98,675	338,803		651,197	27%
Law Enforcement	713,000	82,711	142,699		570,301	20%
Federal Grant Revenues	40,000	-	10,450		29,550	26%
Parks	493,500	96,381	189,732		303,768	38%
Interest Income	5,200	1,408	3,894		1,306	75%
Donations	-	1,900	5,029		(5,029)	-
Act 833 Revenue	80,000	20,145	20,145		59,855	25%
Miscellaneous Revenues	130,300	44,668	60,299		70,002	46%
Transfers from Other Funds	423,000	-	35,250		387,750	8%
Loan Proceeds	677,000	-	500,000		177,000	-
Fund Balance Appropriation	75,000	-	-		75,000	0%
Total Revenues	29,657,902	1,957,329	7,107,933	-	22,549,969	24%
Expenditures						
Admin (Mayor, HR)	538,628	40,606	105,914	1,410	431,304	20%
Finance	495,937	48,811	123,747	75	372,115	25%
City Clerk/Treasurer	181,599	14,303	43,669	-	137,930	24%
City Council	81,915	7,130	14,690	-	67,225	18%
Planning	361,696	26,923	85,712	4,573	271,411	24%
Permits & Inspections	502,870	33,057	98,038	786	404,046	19%
Physical Plant	165,358	10,716	28,093	5,637	131,628	17%
Fleet Maintenance	853,926	72,073	145,424	130,264	578,238	17%
Information Technology	709,500	49,455	244,025	108,124	357,352	34%
Airport	530,383	45,186	126,319	457	403,607	24%
Nondepartmental	616,038	975	288,579	3,289	324,170	47%
Police	10,845,109	850,497	2,557,506	35,156	8,252,447	24%
Animal Welfare	410,399	29,591	88,036	2,219	320,144	21%
Municipal District Court	856,518	64,531	217,038	9	639,471	25%
City Attorney	356,462	27,369	80,750	232	275,480	23%
Fire	9,162,554	687,020	2,093,173	57,566	7,011,816	23%
Parks	2,821,640	191,392	515,453	21,466	2,284,721	18%
	29,490,531	2,199,635	6,856,164	371,264	22,263,103	23%
Transfer to Reserve	500,000	-	-	-	500,000	0%
Total Expenditures	29,990,531	2,199,635	6,856,164	371,264	22,763,103	23%
Net Revenue/(Expense)	(332,629)		251,769			

*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
2014



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-14-02	1/14/14	Employee fitness center membership	16,238
O-14-13	1/28/14	Fire dept purchase of air compressor for breathing apparatuses	19,839
O-14-14	1/28/14	Additional MEMS subsidy	27,500
O-14-23	2/25/14	Purchase computers	25,548
O-14-25	3/18/14	Repair Planning Dept car	4,503
O-14-28	3/18/14	Purchase computers	107,359
			<u>\$ 200,987</u>

City of Conway
 Balance Sheet - General Fund
 For the month ended March 31, 2014



Cash - Operating	2,652,281
Cash - Reserve	1,000,000
Petty Cash	715
Taxes Receivable	1,400,397
Accounts Receivable	2,939,149
Due from Street	50,364
Fleet Inventory	15,539
Fuel Inventory	17,398
General Inventory	1,344
<i>Assets</i>	<u>8,077,187</u>
Accounts Payable	151,242
Insurance and Benefits Payable	27,720
Event Deposits	800
Due to Other Funds	33,582
Deferred Revenue	2,554,322
<i>Liabilities</i>	<u>2,767,667</u>
Fund Balance - Committed to cash flow	2,000,000
Fund Balance - Committed to reserve	1,000,000
Fund Balance - Unassigned	2,309,521
<i>Fund Balance</i>	<u>5,309,521</u>
<i>Total Liabilities & Fund Balance</i>	<u>8,077,187</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Street Fund
 For the month ended March 31, 2014



	<u>Budget</u>	<u>Month Activity</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>(Over)/Under Budget</u>	<u>% Expend/Collect</u>
Revenues						
Ad Valorem Tax	1,450,000	13,302	155,841		1,294,159	11%
Payments in Lieu of Tax	15,000	-	-		15,000	0%
State Tax Turnback	3,402,296	277,840	850,659		2,551,637	25%
Severance Tax	250,000	26,290	73,393		176,607	29%
Sales Tax	245,000	17,037	60,889		184,111	25%
Sign Permits	500	-	-		500	0%
Engineering Fees	10,000	500	1,450		8,550	15%
Interest Income	3,500	1,413	4,155		(655)	119%
Total Revenues	5,376,296	336,383	1,146,387	-	4,229,909	21%
Expenditures						
Personnel Costs	2,137,888	159,679	454,450	-	1,683,438	21%
Other Operating Costs	2,953,012	140,575	473,648	76,456	2,402,908	16%
Total Operating Costs	5,090,900	300,254	928,098	76,456	4,086,346	18%
Capital Outlay	289,000	3,908	90,680	-	198,320	31%
Total Expenditures	5,379,900	304,162	1,018,778	76,456	4,284,666	19%
Net Revenue/(Expense)	(3,604)		127,609			

*All figures are unaudited

Notes:

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

City of Conway
Street Fund
2014



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-14-24	3/18/14	New part-time traffic data collector position	3,604

City of Conway
Balance Sheet - Street Fund
For the month ended March 31, 2014



Cash - Operating	2,081,769
Taxes Receivable	341,212
Accounts Receivable	1,308,351
Due from Other Funds	6,451
<i>Assets</i>	<u>3,737,813</u>
Accounts Payable	46,085
Due to General	50,364
Deferred Revenue	1,264,754
<i>Liabilities</i>	<u>1,361,204</u>
<i>Fund Balance</i>	<u>2,376,609</u>
<i>Total Liabilities & Fund Balance</i>	<u>3,737,813</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Sanitation
 For the month ended March 31, 2014



Revenues	<u>Budget</u>	<u>Month Activity</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>(Over)/Under Budget</u>	<u>% Expend/Collect</u>
Sanitation Fees	9,120,000	750,846	2,270,475		6,849,525	25%
Proceeds - Recycled Materials	300,000	32,393	62,039		237,961	21%
Landfill Fees - General	240,000	23,512	53,809		186,191	22%
Interest Income	55,000	4,241	11,855		43,145	22%
Proceeds from Sale of Assets	-	-	495		(495)	100%
Miscellaneous Revenues	-	86	287		(287)	100%
Total Revenues	9,715,000	811,077	2,398,961	-	7,316,039	25%
Expenditures						
Personnel Costs	3,895,858	310,886	890,281	-	3,005,577	23%
Other Operating Costs	<u>3,343,142</u>	<u>139,152</u>	<u>460,942</u>	<u>100,141</u>	<u>2,782,058</u>	<u>14%</u>
Total Operating Costs	7,239,000	450,038	1,351,223	100,141	5,787,635	19%
Capital Outlay	<u>2,738,843</u>	<u>9,500</u>	<u>9,500</u>	<u>531,981</u>	<u>2,197,362</u>	<u>0%</u>
Total Expenditures	9,977,843	459,538	1,360,723	632,122	7,984,997	14%
Net Revenue/(Expense)	(262,843)		<u><u>1,038,237</u></u>			

*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 March 31, 2014



Cash - Operating	2,264,079
Petty Cash	200
Post Closure Cash Account	4,969,739
Due from Other Funds	14,365
General Inventory	2,122
Land & Buildings	2,914,029
Infrastructure	1,236,034
Machinery and Equipment	6,399,834
Vehicles	36,514
Computer Equip & Software	4,792
<i>Assets</i>	<u>17,841,709</u>
Accounts Payable	64,700
Salaries Payable	334,418
Net Pension Obligation	855,700
Accrued Interest Payable	32,255
2010 Recycling Note - US Bank	809,873
Landfill Close/Post Close	4,386,590
<i>Liabilities</i>	<u>6,483,535</u>
<i>Net Assets</i>	<u>11,358,174</u>
<i>Total Liabilities and Net Assets</i>	<u>17,841,709</u>

***All figures are unaudited**

Note: Capital assets shown at book value (cost less accumulated depreciation).