

Mayor Tab Townsell

City Attorney Michael Murphy

City Clerk/Treasurer Michael O. Garrett



Aldermen

Ward 1 Position 1 – Andy Hawkins

Ward 1 Position 2 – David Grimes

Ward 2 Position 1 – Mark Vaught

Ward 2 Position 2 – Shelley Mehl

Ward 3 Position 1 – Jack Bell

Ward 3 Position 2 – Mary Smith

Ward 4 Position 1 – Theodore Jones, Jr.

Ward 4 Position 2 – Shelia Whitmore

CITY OF CONWAY

5:30pm – Committee Meeting:

Conway Towne Center PUD Discussion

6:30pm -- Council Meeting

Courtroom in District Court Building

810 Parkway, Conway, AR 72034

February 13th, 2007

1. **Call to Order**
2. **Roll Call**
3. **Minutes:** *January 23rd, 2007*
4. **Recognition of Guests:**
5. **Public Hearings:**
6. **Report of Standing Committees:**

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

1. Consideration to accept the resignation of T. Junior Storie from the Tree Board USA and to accept the nominations by Mayor Tab Townsell of Timothy Myers for member at large & Roy Martin as business owner.
2. Consideration of the re-nomination of Michael Maggio to the Board of Housing Authority for an additional five year term.
3. Resolution setting a public hearing to discuss closing a utility easement located across Lot 3 and extending on to Lot 2 of Daniel Subdivision.
4. Resolution ordering the removal of a dilapidated structure on property located at 1600 North Museum Road.
5. Resolution ordering the removal of a dilapidated structure on property located on Meadowlake Road.
6. Ordinance to rezone property located at the southeast corner of the intersection of Robins Street and Griffith Avenue from R-2 to O-2.
7. Ordinance waiving bids for the purchase of Vantage Plus video processors for traffic signal controls for the City of Conway.
8. Ordinance to change the parking lot directly behind Simon Park to 2 hour parking in downtown Conway.
9. Discussion of a sidewalk variance for property located on London Road.

B. Public Safety Committee (Police, CEOC, Fire, Dist. Court & City Att., & Animal Welfare)

1. Ordinance waiving bids & providing sole source vendor status to SAIC-Science Applications for the purchase of bomb disposal equipment for the Conway Fire Department.
2. Consideration to accept bid from Flamebuster Supply for (40) Survivair 30 Minutes carbon cylinders with locking collars.
3. Consideration to accept bid from Bumpus Harley Davidson of Memphis for a 2007 Harley Davidson Motorcycles for the Conway Police Department.
4. Ordinance to accept bid and appropriate funds for a phone system from Service Plus Telecommunications for District Court.

C. Finance

1. Consideration of certain items to be removed from the fixed asset inventory list.

7. Old Business

8. New Business

- A. Ordinance to clarify the inclement weather policy & an ordinance to clarify the Emergency call out and/or off duty court duty policy.
- B. Consideration for the City to enter into an agreement with the Conway Gun Club.

Adjournment

6A-1

Felicia Rogers

From: Wes Craiglow
Sent: Tuesday, January 30, 2007 8:27 AM
To: Felicia Rogers
Subject: FW: Letter of resignation

To Whom It May Concern:

Regretfully, I am resigning from the Conway Tree Board, due to the fact I am currently overly committed. After the first meeting of the Tree Board, I became aware that the time requirements of starting this new board are far in excess of what I am able to give at this time. My commitments to the Planning Commission, Board of Zoning Adjustment, my career and most importantly my young family must take precedence right now. I fully believe in this board, and I believe it is an important endeavor, but it will have to do so without me. Thank you.

T.D. Storie, Jr



City of Conway
www.cityofconway.org
Board/Commission Nomination Form:

Date: 10/30/06

Board (s) Preferred (Please be specific)

- Tree Board Committee (1) _____
- Advertising/Promotion Commission (2) _____
- Community Development Advisory (3) _____
- Oak Grove Cemetery Board (4) _____

Person Nominated: TIMOTHY MYERS

Address: 3015 BILLY JACK DRIVE City, State, Zip CONWAY, AR 72034

Phone/Home: 501-339-1276 Work: 501-450-6088

Person making nomination: _____

Address: _____

Phone/Home: _____ Work: _____

Please send to: Michael O. Garrett
City Clerk/Treasurer
1201 Oak Street
Conway, AR 72032
(501) 450-6100
(501) 450-6145 (f)

RECEIVED
OCT 30 P 5:27
CITY OF CONWAY
by the

Please provide the following information for consideration to a City of Conway Board/Commission.

List community/civic activities. Indicate activities in which you (or your nominee) are or have been involved.

I AM EMPLOYED AT CONWAY CORPORATION AND ASSIST CUSTOMERS WITH PAYMENT EXTENSIONS, SHUT-OFFS, SERVICES, BILLING, ETC. IN MY SPARE TIME I COACH A 4-YR OLD SOCCER TEAM HERE, IN CONWAY. I SERVED ON MULTIPLE CLUBS, BOARDS, AND COMMITTEES DURING MY COLLEGIATE STAY.
CONWAY CORPORATION UNITED WAY COMMITTEE 3 EMPLOYEE AWARD DINNER CEREMONY

Indicate why you (or your nominee) are interested in serving on this board or commission and what other qualifications apply to this position.

I HAVE A DEGREE IN PUBLIC RELATIONS FROM UCA. I HAVE LIVED IN CONWAY MY WHOLE LIFE AND LOOK FORWARD TO MAKING MY HOMETOWN AS BEAUTIFUL AS I HAVE ENVISIONED. MY BROTHER IS THE LANDSCAPE SUPERVISOR AT UCA AND HIS HIS KNOWLEDGE WILL ASSIST AND GUIDE ME WHILE ON THE BOARD.

What contributions do you hope to make?

I WILL WORK DILIGENTLY FOR ANY AND ALL BOARDS THAT I SERVE ON. I EXPECT THIS TO BE A STEPPING STONE FOR FURTHER INVOLVEMENT FOR YEARS TO COME. I AM ACTIVE, RESPONSIBLE, PUNCTUAL, OUTGOING, AND A TEAM PLAYER.

Please feel free to attach to this application any additional information.

The City of Conway strives to ensure all City Boards are representative of our diverse community. To assist in these endeavors; please provide the following information on a voluntary basis:

Age: 28 Sex: MALE Race: CAUCASIAN

Occupation: CONWAY CORPORATION Ward 3

Email Address: TIMMY.MYERS@CONWAYCORP.COM


Signature of Applicant or Nominator

10/30/06
Date



City of Conway
www.cityofconway.org
Board/Commission Nomination Form:

Date: 2-08-07

Board (s) Preferred (Please be specific)

CONWAY BUSINESS
OWNER POSITION

TREE CITY USA

Person Nominated: ROY MARTIN
Address: 291 Blackberry Ln City, State, Zip Conway AR, 72034
Phone/Home: 501-327-4220 Work: 501-513-2000
Person making nomination: TOM POE
Address: 16 JUSTICE LANE
Phone/Home: 329-0800 Work: 327-6811

Please send to: Michael O. Garrett
City Clerk/Treasurer
1201 Oak Street
Conway, AR 72032
(501) 450 6100
(501) 450-6145 (f)

Please provide the following information for consideration to a City of Conway Board/Commission.

List community/civic activities. Indicate activities in which you (or your nominee) are or have been involved.

ZONING Chairman, Life Spencer Ducks Unlimited
Past Pres Paul Rhea Board of Realtors
Past Pres American Cancer Society
Member Chamber of Commerce

Indicate why you (or your nominee) are interested in serving on this board or commission and what other qualifications apply to this position.

I BELIEVE ROY WOULD BE A GREAT ASSET TO THIS COMMITTEE BECAUSE HE CAN MAKE THINGS HAPPEN - HE IS CONCERNED & INVOLVED IN THE COMMUNITY

What contributions do you hope to make?

Please feel free to attach to this application any additional information.

The City of Conway strives to ensure all City Boards are representative of our diverse community. To assist in these endeavors, please provide the following information on a voluntary basis:

Age: 60 Sex: M Race: W
 Occupation: REAL ESTATE BROKER Ward: 4
Developer, Subdiv
 Email Address: R.Martin@ConwayCorp.net
 Signature of Applicant or Nominator: [Signature] Date: 2-8-07



6A-2



Housing Authority of the City of Conway

MARYANN BOYD
Executive Director

January 23, 2007

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

Dear Mayor & City Council Members,

The term of Michael Maggio as a commissioner on the Board of the Housing Authority of the City of Conway, expired on January 15, 2007.

At the Annual Meeting held January 22, 2007, the Board voted to recommend that Michael Maggio be re-appointed for another five year term beginning January 15, 2007. The Board requests the approval of the City Council as to this appointment.

Sincerely,

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

Mary A. Boyd,
Executive Director

RESOLUTION NO. R-07- ____

A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSING OF A UTILITY EASEMENT ACROSS LOT 3 AND EXTENDING ON TO LOT 2 OF DANIEL SUBDIVISION.

WHEREAS, a request has been filed with the City Council of the City of Conway, Arkansas for the removal of a 15 foot utility easement running South to North along the East side of Lot 3 and running East to West through Lot 3 and continuing through drainage easement designated on the plat of Lot 41-R Cresthaven Subdivision to the City of Conway, and

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

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

1. That the City Council shall hear said request at its regular meeting to be held at the District Court Building, 810 Parkway Street, Conway, Arkansas, on the 20th of February at 6:30 pm.
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and date in the manner prescribed by law.

PASSED this 13th day of February, 2007.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer

RESOLUTION NO. R-07-_____**A RESOLUTION ORDERING THE REMOVAL OF A DILAPIDATED STRUCTURE ON PROPERTY AT 1600 NORTH MUSEUM ROAD AND DECLARING THE INTENT OF THE CITY TO REMOVE THE STRUCTURE IF THE OWNER DOES NOT**

WHEREAS, there is a structure located 1600 North Museum Road (Parcel #711-07109-036) which because of its dilapidated, unsightly, unsafe and unsanitary condition, has become detrimental to the public health, safety and welfare of the citizens of Conway, Arkansas; and

WHEREAS, Conway's Municipal Code and Arkansas Code Annotated § 14-56-203 authorizes this City Council to, by Resolution order, the removal or razing of said structure by the owner within thirty (30) days after proper service.

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

SECTION 1: That the structure at 1600 North Museum Road in Conway, Arkansas, because of its dilapidated, unsightly, unsafe and unsanitary condition has become detrimental to the public health, safety and welfare of the citizens of Conway, Arkansas, and it is hereby ordered that said structure be razed and removed by the owner therefore.

SECTION 2: That a notice of the time and place of this meeting was mailed to the owner of said property by certified mail, return receipt requested, advising the owner that the City Council would take action on this matter.

SECTION 3: That a copy of this Resolution be forwarded to the owner of said property by certified mail, return receipt requested, directing that said owner has thirty (30) days in which to remove said structure, and if the same be not removed within the thirty (30) days, then the Mayor of the City of Conway, Arkansas is directed to proceed at once to remove and raze said structure and prepare an itemized statement of cost of removing said structure with a request for payment.

SECTION 4: If payment is not made within ten (10) days after receipt of said itemized statement, the Mayor is directed to sell, at public or private sale, any debris or material obtained from the removal of said structure and pay to the owner any balance after the City has been reimbursed. If the proceeds from said sale are not sufficient to cover the cost, then the City shall proceed to file a lien on the property in order to recover the money so owed.

PASSED this 13th day of February, 2007.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer

RESOLUTION NO. R-07-_____**A RESOLUTION ORDERING THE REMOVAL OF A DILAPIDATED STRUCTURE ON PROPERTY ON MEADOWLAKE ROAD AND DECLARING THE INTENT OF THE CITY TO REMOVE THE STRUCTURE IF THE OWNER DOES NOT**

WHEREAS, there is a structure located on Meadowlake Road (Parcel #110-08868-000) which because of its dilapidated, unsightly, unsafe and unsanitary condition, has become detrimental to the public health, safety and welfare of the citizens of Conway, Arkansas; and

WHEREAS, Conway's Municipal Code and Arkansas Code Annotated § 14-56-203 authorizes this City Council to, by Resolution order, the removal or razing of said structure by the owner within thirty (30) days after proper service.

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

SECTION 1: That the structure on Meadowlake Road in Conway, Arkansas, because of its dilapidated, unsightly, unsafe and unsanitary condition has become detrimental to the public health, safety and welfare of the citizens of Conway, Arkansas, and it is hereby ordered that said structure be razed and removed by the owner therefore.

SECTION 2: That a notice of the time and place of this meeting was mailed to the owner of said property by certified mail, return receipt requested, advising the owner that the City Council would take action on this matter.

SECTION 3: That a copy of this Resolution be forwarded to the owner of said property by certified mail, return receipt requested, directing that said owner has thirty (30) days in which to remove said structure, and if the same be not removed within the thirty (30) days, then the Mayor of the City of Conway, Arkansas is directed to proceed at once to remove and raze said structure and prepare an itemized statement of cost of removing said structure with a request for payment.

SECTION 4: If payment is not made within ten (10) days after receipt of said itemized statement, the Mayor is directed to sell, at public or private sale, any debris or material obtained from the removal of said structure and pay to the owner any balance after the City has been reimbursed. If the proceeds from said sale are not sufficient to cover the cost, then the City shall proceed to file a lien on the property in order to recover the money so owed.

PASSED this 13th day of February, 2007.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer

ORDINANCE NO. O-07-_____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF ROBINS STREET AND GRIFFITH AVENUE FROM R-2 TO O-2;

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

SECTION 1: That the Zoning District Boundary Map of the Conway Land Development Code be amended by changing all the R-2 symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

Part of the NE¹/₄ NE¹/₄ Section 13, T-5-N, R-14-W, Faulkner County, Arkansas, described as beginning at a point 235.0 feet west of the northeast corner of said NE¹/₄ NE¹/₄; thence continue west 127.0 feet; thence south 198.0 feet; thence east 126.4 feet; thence northeastwardly 198.0 feet to the point of beginning.

to those of O-2, and a corresponding use district is hereby established in the area above described and said property is hereby rezoned.

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

Passed this 13th day of February, 2007.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



**CITY OF CONWAY
PLANNING COMMISSION**

1201 Oak Street
Conway, Arkansas 72032
(501) 450-6105

February 6, 2007

Council Members
Conway, AR 72032

Dear Council Members:

A request for rezoning from R-2 to O-2 for property that is located at the southeast corner of the intersection of Robins Street and Griffith Avenue with the address 1335 Robins Street (addresses along this portion of Robins are jumbled) and with the legal description:

Part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 13, T-5-N, R-14-W, Faulkner County, Arkansas, described as beginning at a point 235.0 feet west of the northeast corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence continue west 127.0 feet; thence south 198.0 feet; thence east 126.4 feet; thence northeastwardly 198.0 feet to the point of beginning.

was reviewed by the Planning Commission at its regular meeting on January 16, 2007. The Planning Commission voted 7 – 1 that the request be sent to the City Council with a recommendation of approval. Planning Commissioner Chris Riggins voted against the motion to recommend this rezoning.

Submitted by,
Adam Thomas, Chairman
Planning Commission

ORDINANCE NO. O-07-____**AN ORDINANCE WAIVING BIDS FOR THE PURCHASE OF VANTAGE PLUS VIDEO PROCESSORS FOR THE CITY OF CONWAY; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES**

WHEREAS, the City of Conway uses Vantage Plus Video Processors for traffic signal controls; and

WHEREAS, funds are available in the 2007 Adopted Budget, and currently being offered at half the original cost at \$5300.00 therefore saving the City of Conway over \$10,000 for the purchase of two, and

WHEREAS, Temple, Inc. is the sole vendor for our existing traffic signal processors,

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

SECTION 1. The City of Conway shall waive the requirement for obtaining bids to purchase the Vantage Plus Video Processor that are no longer being manufactured so the City of Conway can have spare processors to avoid extensive and expensive rewiring of traffic control boxes and shall purchase said equipment from Temple, Inc. as a sole source vendor.

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

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

PASSED this 13th day of February, 2007.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer

ORDINANCE NO. O-07- ____

AN ORDINANCE TO CHANGE THE PARKING LOT DIRECTLY BEHIND SIMON PARK TO 2 HOUR PARKING; AND FOR OTHER PURPOSES.

WHEREAS, it is desired that to better serve the community, the parking lot directly behind Simon Park be changed to two (2) parking zone in downtown Conway.

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

Section 1: That the parking lot directly behind Simon Park is changed to two (2) hour parking.

Section 2: That this ordinance is necessary for the protection of the public peace, health and safety, and therefore, an emergency is declared, and this ordinance shall go into effect from and after its passage and approval.

PASSED this 13th day of February, 2007

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer

January 17, 2007

Mayor Townsell and City Council Members
 City of Conway
 1201 Oak Street
 Conway, AR 72032

Dear Mayor Townsell and Council Members,

Our family has been in Conway for over 14 years and we have experienced many changes that have been a result of the decisions of the City Council of Conway. Our initial desire was to have a home in the "country" yet close enough to the city for the shopping conveniences. In 1995 we were annexed though we asked not to be. Later there were several battles with zoning changes proposed by those who wanted to build apartments or light industrial businesses in our neighborhood. We lost the last battle even with the 100 percent agreement of the Planning Commission to remain a residential subdivision. Now we have a portion of our residential subdivision rezoned to reflect light industrial. These events of the past have been difficult to accept.

Currently we are hoping to divide and sell a portion of our approximately 6.25 acres on London Road. In order to do this replat, the City of Conway requires sidewalks to be built along the 640 feet of street frontage. The purpose of this letter is not to complain, but ask you to intervene and review a recent mandate for sidewalks to be a part of the requirement for such a replat. We are willing to pay for sidewalks in another part of the city at the actual cost of the construction. For London Road, there are no existing sidewalks. Therefore, sidewalks built on our property will not connect with any existing sidewalk network and could easily be seen as a distraction and a nuisance to the area. Our road is high, narrow and has no shoulder so is no place to put a sidewalk except at the bottom of a steep ditch. It would be quite an awkward sight to say the least. Also, there is little prospect of additional sidewalks being built along London Road since there is no compelling reason for the owners of the residences there to build them.

We know that something reasonable can be worked out. Please understand that we are willing to do just that. We propose that we be excused from the requirement to build a sidewalk on our land in exchange for building sidewalks of equal footage in areas of the city where it would be more beneficial for all. We have some suggestions where those areas would be, but are willing to follow recommendations from the Council or the City Planning Department. One particular place we are familiar with and suggest for consideration is Block 64 of the Boulevard Addition along the north side of Bruce Street. Many students who live in the rental houses on Bruce, Mitchell and Davis Streets walk this path to classes and there is a well-beaten foot path along the street, but no side walk. That path would be approximately 270 feet of sidewalk, and then we could select additional paths in the area of the University to make a total at least equal to the frontage of our property on London Road. Another possibility would be the south side of Bruce Street from Block 64, since this is another high foot traffic area.

Thank you for your consideration.

Sincerely,

Dwight & Caryn Southerland
 Dwight and Caryn Southerland

cc: Brian Patrick

RECEIVED
 (Signature)

ORDINANCE NO. O-07-____

AN ORDINANCE WAIVING BIDS FOR THE PURCHASE OF BOMB DISPOSAL EQUIPMENT FOR THE CITY OF CONWAY; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, SAIC – SCIENCE APPLICATIONS INTL. is the only vendor that can provide RTR – 4 X-ray System, Bomb Disposal Equipment; and

WHEREAS, Funds were included in original the 2007 Adopted Budget, under Bomb Disposal Equipment (01.115.926), to cover the total expense of \$23,994.

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

SECTION 1. The City of Conway shall waive the requirement for obtaining bids to purchase the RTR 4 X-ray System and shall purchase said equipment from SAIC-Science Applications Intl. as a sole source vendor.

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

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

PASSED this 13th day of February, 2007.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/ Treasurer

Office of the Fire Chief

Memo

To: Mayor Tab Townsell
 From: Chief Castleberry
 Date: 2/8/2007
 Re: 2007-15 (40) Survivair 30 minute (2216lbs) carbon cylinders with locking collars.
 Survivair Part #917423

On February 7, 2006 at 10:00am at City Hall; bids were opened for the purchase of (40) Survivair 30 minute (2216lbs) carbon cylinders with locking collars. Only one bid was submitted; it is tabulated as follows:

Flamebuster Supply	(40) Survivair Carbon Cylinders -	\$35,108.55
	<u>Shipping Charges -</u>	<u>Included</u>
	Total -	\$35,105.55

We recommend the approval of this submitted bid by Flamebuster Supply / Rowe Industries for the purchase of these items.

Please advise if you have any questions.

Bid Number: 2007-15
CFD - Survivair

Cost of (40) \$ 35,108.55 includes Shipping/Taxes
40- SURVIVAIR #917423 30 MIN (2216) CARBON CUL
W/ LOCKING COLLAR

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

Flamebuster Supply / Rowe Ind.
Company Name

JERRY W. LYONS
Company Representative Name

Jerry W. Lyons
Representative's Signature

P.O. Box 241
Address

pal2jwl@yahoo.com
Email Address

ODEN AR 71961
City State Zip

800-730-8298 870-326-4636
Telephone Number Fax Number

FEB 01 2007
Date



6B-3

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

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



MEMORANDUM

TO: City Council Members/Mayor Tab Townsell

FROM: Interim Chief Mark Elsinger

A handwritten signature in black ink that reads 'Mark Elsinger'.

DATE: February 5, 2007

SUBJECT: Acceptance of Bid of Motorcycles

Bids were opened January 11, 2007 for two 2007 Harley Davidson FLHPI Road King Police Solo, Certified Traffic Law Enforcement Motorcycles and only one bid was received:

Bumpus Harley Davidson of Memphis \$15,455.00

I would like to recommend that the Council accept the bid received from Bumpus Harley Davidson of Memphis.

Thank you for your consideration.



Bid Number: 2007-13
CPD - (2) 2007 Harley-Davidson Law Enforcement Motorcycles

Conditional Buy-Back Agreement, financial impact:

\$ 15455⁰⁰ **Initial Purchase Price per Unit**

\$ **Less (-) Conditional**
Repurchase per unit.

\$ 15455⁰⁰ **Ultimate Total per**
Unit Net Cost to Agency.

↑
N/A

Estimated Delivery Date: MARCH 2007

BRAKES ADDED \$1200⁰⁰ per unit. NOT included in Bid Price.

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

Campos Harley-Davidson of Memphis
Company Name

GARY WATTS

Company Representative Name

Gary Watts
Representative's Signature

2160 Whitten Rd.
Address

Memphis Tn
City State

38133
Email Address Zip

901-372 1121 901-388 1440
Telephone Number Fax Number

1/25-07
Date

ORDINANCE NO. O-07-_____

**AN ORDINANCE ACCEPTING BID AND APPROPRIATING
ADDITIONAL FUNDS FOR THE DISTRICT COURT TO
PURCHASE A TELEPHONE SYSTEM, DECLARING AN
EMERGENCY; AND FOR OTHER PURPOSES,**

WHEREAS, the District Court solicited bids for a telephone system and Service Plus Telecommunications, Inc. was the only bid received.

WHEREAS, Service Plus Telecommunications, Inc. bid a telephone system for the District Court in the amount of \$13,796.49.

WHEREAS, the District Court previously appropriated funds in the amount of \$7,666 to install a telephone system.

WHEREAS, the City of Conway District Court needs to appropriate additional funds in the amount of \$6,130.49 to cover costs associated with the installation of a telephone system.

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

SECTION 1. The City of Conway shall accept the bid by Service Plus Telecommunications, Inc. in the amount of \$13,796.49 to install a telephone system for the District Court.

SECTION 2. The City of Conway shall appropriate \$6,130.49 from the General Fund Balance Appropriation account to 01.110.920 to cover additional funds necessary to install telephone system.

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

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

PASSED this 13th day of February, 2007.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

SERVICE PLUS TELECOMMUNICATIONS, INC.

PO BOX 1976
 RUSSELLVILLE, AR 72811-1976

QUOTATION

Quote Number: m133
 Quote Date: Jan 31, 2007
 Page: 1

Voice: (479)967-8888
 Fax: (479)967-3944

Quoted To:
FAULKNER COUNTY DISTRICT COURT 810 PARKWAY STREET CONWAY, AR 72034

SIGNATURE _____
 DATE _____

Customer ID	Good Thru	Payment Terms	Sales Rep
FAULKNER CO DIST COR	3/2/07	1/2 DOWN, 1/2 AT COMPLETION	

Quantity	Item	Description	Unit Price	Amount
1.00	15-5 E FX-0X32	FX II COMDIAL COMMUNICATIONS SYSTEM INCLUDES: (1) MP5-BCH; (1) FXCPU-EX; (1) FXSRV2-II; (2) FXLDS-16; (1) IMPATT-01; (1) FX11-96 SOFTWARE ACTIVATION	2,600.00	2,600.00
1.00	115-5 C FSCMW-16	FXII COMDIAL LOOP START W/CALLER ID 16 LINE CARD	1,679.49	1,679.49
1.00	115-8 C MP5-24G	MP5000 COMDIAL 24-CHANNEL GATEWAY BLADE	2,210.00	2,210.00
25.00	15-8 B EP100G-24	COMDIAL CONVERSip 24-BUTTON, DIGITAL ENDPOINT	197.60	4,940.00
1.00	15-5 C FXINT-MAUXI	FX II COMDIAL MAUX AUXILLARY CARD INTERFACE BOARD	325.00	325.00
12.00	115-6 C FXVOIP-TKS	FX II COMDIAL 2 CHANNEL VOICE SOFTWARE ACTIVATION		
3.00	10-12P P25PR 10' FV	COMCABLES 25 PR PREMADE CABLE, FEMALE, 10FT	15.00	45.00
4.00	10-2 M150 - 66 block	M150 SIEMON CONNECTING BLOCK W/ STANDOFF, 50PR	9.50	38.00
10.00	00-SC-01 2 TECH	TELEPHONE 2 TECH LABOR ALL PHONE SYSTEM COMPONENTS COVERED BY 5 YEAR WARRANTY	112.50	1,125.00

All Comdial equipment is covered by a two-year Manufacturer Warranty, except the DX-80 Business System and related components, voice mail, and paging equipment. The DX-80 System and components are warranted for three-years. Three-year warranty does not apply to voice mail media, such as Compact Flash or hard drive which is warranted for only one-year. Voice mail and paging equipment is also warranted for only one-year. Used equipment is sold with a 90-day warranty.

Computer equipment and components are warranted for one-year.

The warranty does not cover damages incurred due to acts of nature or misuse of equipment. Any alterations or deviations from this quote incurring extra costs, will become an extra charge over and above this quote.

Sales Tax is to be added at the time of invoicing, unless a Tax Exempt Sales and Use Tax Permit Number is provided for record.

Subtotal	12,962.49
Sales Tax	834.00
TOTAL	13,796.49

**Bid Number: 2007-14
District Court Phone System Bid Specifications**

Bid Amount \$ 13,796.49

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

Service Plus Telecommunications

Company Name

Kenny Biggs

Company Representative Name

Kenny Biggs

Representative's Signature

800 East 4th Street

Address

kbiggs@serviceplusinc.net

Email Address

Russellville

City

AR

State

72801

Zip

479-967-8888

Telephone Number

479-967-3944

Fax Number

1-31-07

Date

M E M O R A N D U M

TO: **The Honorable Tab Townsell
and Members of City Council**

FROM: **Robin Scott
Chief Financial Officer**

DATE: **February 8, 2007**

REFERENCE: **Disposal of property**

The attached listing details items to be removed from the fixed assets (inventory). I would like to request approval to remove these items from our inventory listing and to dispose of them. Vehicles will be sold for scrap or offered for sale through “as is” sealed bid auction—whichever appears to provide the best price to the City. Vehicles sold for scrap will also be cannibalized for whatever parts might be used by Fleet Maintenance, with documentation maintained by Fleet Maintenance for any salvaged parts with an estimated value of at least \$500. Any vehicle sold for scrap will first be offered for training purposes to the Conway Fire Department.

ORDINANCE NO. 0-07-_____

AN ORDINANCE AMENDING ORDINANCE NO. 0-00-55, WHICH ADOPTED AN AMENDED EMPLOYEE HANDBOOK AND PERSONNEL POLICY FOR THE CITY OF CONWAY; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES.

WHEREAS, the City Council has adopted, pursuant to Ordinance No. 0-00-73, an amended handbook to be used for personnel matters for the City; and

WHEREAS, a revision of Section IV, Standards of Conduct, is needed for the fair and impartial implementation of personnel policies.

SECTION 1: Section IV, Standards of Conduct, Inclement Weather policy shall be amended as follows:

Policy

Essential employees are required to report for duty. These employees include fire fighters, police officers and CEOC employees. Other employees in safety sensitive positions or otherwise deemed essential may be designated as essential personnel by their department head and/or the Mayor, depending on the specific situation and needs of the City. Essential employees are NEVER included in closings of city departments, buildings or services.

In instances of weather causing hazardous conditions, non-essential employees are required to contact their supervisor for instructions regarding job assignments for that particular workday. If an employee's department is open for business, the employee is expected to report for work. However, if in the employee's opinion, the conditions are too hazardous to get to work safely or the employee's department is closed due to inclement weather, the employee will be required to use vacation or comp time or take time off without pay. Regardless of the situation, employees are required to provide their supervisor with proper notification if they are unable to report for work.

SECTION 2: Three (3) copies of the revised section of the Amended Employee Handbook, City of Conway, Personnel Policy shall be and are hereafter kept on file in the Office of the Clerk/Treasurer.

SECTION 3: That all ordinances in conflict herewith are repealed to the extent of the conflict, specifically, Ordinance No. 0-00-55 and Ordinance No. 0-00-73.

SECTION 4: That this ordinance is necessary for the protection of the peace, health and safety of the citizens of Conway, and therefore, an emergency is declared to exist, and this ordinance shall go into effect from and after its passage and approval.

PASSED this 13th day of February, 2007.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

ORDINANCE NO. 0-07-_____

AN ORDINANCE AMENDING ORDINANCE NO. 0-00-55, WHICH ADOPTED AN AMENDED EMPLOYEE HANDBOOK AND PERSONNEL POLICY FOR THE CITY OF CONWAY; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES.

WHEREAS, the City Council has adopted, pursuant to Ordinance No. 0-00-73, an amended handbook to be used for personnel matters for the City; and

WHEREAS, a revision of Section III, Matters Affecting the Status of the Employee, is needed for the fair and impartial implementation of personnel policies.

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

SECTION 1: Section III, Matters Affecting the Status of the Employee, Emergency Call Outs and/or Off Duty Court Duty policy shall be amended as follows:

Policy:

Emergency Call Out and/or Off Duty Court Duty. Non-exempt employees who are called out for emergency work or for required Court duty during their off duty time will be eligible for Overtime Pay or Compensatory Time for the period of time worked during the emergency or at Court even if they have not physically worked their standard work period. The Department Head is responsible for scheduling and managing required emergency work and Court appearances.

SECTION 2: Three (3) copies of the revised section of the Amended Employee Handbook, City of Conway, Personnel Policy shall be and are hereafter kept on file in the Office of the Clerk/Treasurer.

SECTION 3: That all ordinances in conflict herewith are repealed to the extent of the conflict, specifically, Ordinance No. 0-00-55 and Ordinance No. 0-00-73.

SECTION 4: That this ordinance is necessary for the protection of the peace, health and safety of the citizens of Conway, and therefore, an emergency is declared to exist, and this ordinance shall go into effect from and after its passage and approval.

PASSED this 13th day of February, 2007.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

DRAFT

NB - 8B

RESOLUTION NO. R-07- _____

A RESOLUTION AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF CONWAY, ARKANSAS AND CONWAY GUN CLUB; AND FOR OTHER PURPOSES.

Whereas, the City wishes to enter into a lease agreement with THE Conway Gun Club to use property known as Blaney Landfill located at 2510 Blaney Hill Road, Conway, AR.

Whereas, the City feels this to be a suitable site for a gun club and an agreement has been reached for leasing the property from the City of Conway, Arkansas.

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

Section 1: That the Mayor and City Clerk/Treasurer are authorized to enter into a lease agreement with the Conway Gun Club, a copy of which lease is attached hereto for reference purposes.

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED this 13th day of February, 2007.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

DRAFT

Lease Agreement

This agreement made and entered into this _____ day of _____, 2007, by and between the City of Conway whose address is City Hall, 1201 Oak Street, Conway, AR 72032, hereinafter called Lessor, and Conway Gun Club, whose address is _____, hereinafter called Lessee.

W-I-T-N-E-S-S-E-T-H

1. **Leased Premises.** For and in consideration of the rents, covenants, and agreement herein entered into and agreed upon by the Lessee, the Lessor hereby lets, leases and demises unto Lessee, described property situated in Faulkner, County:

LEGAL DESCRIPTION OF PROPERTY

To have and to hold said premises unto the said Lessee for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. **Term.** This lease shall commence on the 1st day of _____, 2007 and shall extend for a period of _____ years ending at midnight on the 31st day of _____, 2017. Lessee shall have the right to extend the term hereof for an additional period of ten (10) years upon the same terms and conditions hereof, provided that such option to renew must be exercised by notice in writing to Lessor no fewer than sixty (60) days nor more than one hundred eighty (180) days prior to the expiration of the primary term hereof.
3. **Rent.** Lessee agrees to pay to Lessor as rental for the full term of this lease the sum of one hundred and no/100 dollars (\$100.00) payable in annual installments of ten dollars (\$10.00), the first of which shall become due and payable on _____, the first day of the next succeeding year.
4. **Lessor's Lien.** A lien is hereby created in favor of the Lessor and granted by Lessee to the Lessor, as security for the payment of rental and other undertakings

provided for herein, upon all of the property of the Lessee which may at any time during the term of this lease be in, about or upon the leased premises.

5. **Repairs.** All repairs to any improvement on the premises, including but not limited to outbuildings, fences, paths, roads or the like, which may be required during the term of this lease shall be made at the expense of the Lessee. Lessee shall also maintain the premises at least in the same condition as exists as of the making of this lease, normal wear and tear excluded. Any improvements erected on said premises by Lessee shall be and become a part of the realty and pass to Lessor at the termination of this lease unless the parties agree in writing to the contrary and to the removal of said improvements by Lessee upon termination. Lessee shall, at the termination or surrender or forfeiture of this lease, return said premises to Lessor in as good and satisfactory condition as existed at the inception of the lease.
6. **Taxes.** Lessee shall pay and all ad valorem taxes and special assessments levied against said premises and the improvement thereon during the term of this lease. For any fractional calendar year, such payments and assessments shall be prorated between the parties.
7. **Covenant Not to Commit Waste.** Lessee covenants that at all times it shall keep the premises in good order, that it will not permit the infestation of insects or the obstruction of drainage ditches or water courses; that it will not commit waste nor permit waste to occur to the demised premises; that it will not permit or cause any nuisance to exist on said premises in such a manner that no fire hazard will be permitted to arise; that it shall use said premises solely for the purpose of a shooting range, excluding pistols, rifles and shotgun larger than No. 6 for its members and guests; and that they will keep the premises in a clean and orderly fashion free of litter, debris, and cartridge casings. Lessee specifically agrees that as needed during the term thereof (~~upon receipt of notice from the North Little Rock Waste Water Committee~~) that it shall thoroughly clean said premises, and return it to the condition that existed on the original date of occupancy. Such cleaning shall include, but not be limited to, the removal of all shell casings, pellets, and other shooting debris. Lessee further covenants that at no time will the

property be used for the storage of ammunition, explosives, guns, or weapons of any kind.

8. **Assignment.** Lessee shall not assign this lease or sublet the leased premises without prior written consent of the Lessor. Any such assignment or subletting shall in no way relieve Lessee from liability for the obligation imposed by this written release executed by Lessor.
9. **Non-Waiver.** It is agreed that the failure of Lessor to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by Lessee under the lease shall not be construed as a waiver or such provisions and conditions and shall not prevent Lessor from invoking such remedies in the event of any future breach of default.
10. **Holdover.** Lessee hereby agrees that upon the termination of this lease for whatever reason, Lessee will peaceably deliver possession of the leased premises to Lessor. In the event Lessee shall be permitted by Lessor to hold over after the expiration of termination of this lease, or any extension thereof, said holding over in the absence of a written agreement otherwise shall be construed as a tenancy from year to year at a rental equal to that due for the last year paid under this lease. Such tenancy may be terminated by written notice from either party to the other party on or before the date on which the last payment of rental is due for that year. In the event it becomes necessary for Lessor to take legal action to recover possession at the time of termination, Lessee agrees to pay all costs and expenses of such action, including reasonable attorney's fees, incurred by Lessor.
11. **Termination by Lessor.** Lessee acknowledges that the land subject to said is **surplus land** owned by the **City of Conway and operated by the City of Conway Sanitation Department.** In the event that said land is necessary for the expansion, repair, extension of the existing sewer system or is required by the Lessor for any other lawful purposes incident to its primary purpose of **waste water treatment,** the Lessor reserves the right to terminate this lease at any time prior to its expiration upon one hundred twenty (120) days written notice to the Lessee. Lessee agrees upon notification by the Lessor to discontinue use of the

premises and peacefully surrender its' control to the Lessor after the expiration of said one hundred twenty (120) day period.

- 12. Postings of Signs and Erection of Fences.** Lessee agrees at its own expense to post and keep in repair all necessary “warning shooting range” and to “do not enter” signs at intervals around the demised premises and particularly at any and all points of ingress and egress. If it should become necessary to enclose or fence any portion of the demised premise either because of insurance regulations or operation of law, the Lessee agrees to erect and maintain such fences and enclosures at its expense.
- 13. Casualty.** Upon destruction or damage of any of the improvements on the leased premises due to fire, flooding, windstorm, tornado, hail or other act of nature, the Lessee shall replace or repair the same within a period of sixty (60) days from the occurrence of such event, or within such a period of time as may be reasonable under the circumstances. This shall be at the cost and expense of Lessee and shall not affect the rentals herein agreed upon.
- 14. Condemnation.** In the event all of the leased premises or such part thereof as renders the leased premises unsuitable for use in the activity of business of the Lessee, shall be acquired or taken by eminent domain for any public or quasi-public purpose, then the term of this lease shall cease and terminate as of the date taking.
- 15. Insurance.** Lessee shall maintain at Lessee's expense, fire, hazard, and extended coverage insurance, in the amount of replacement value of any improvement erected upon the leased premises. Lessee also agrees to maintain at Lessee's expense liability insurance in the aggregate amount of no less than one million dollars (\$1,000,000.00) per occurrence naming the Lessor as additionally insured. Lessor hereby does not waive any rights of immunity whatsoever by the inclusion of this insurance and indemnity agreement in this lease.
- 16. Title and Quiet Enjoyment.** Lessor covenants and warrants that it is the owner in fee simple absolute of the leased premises and may lease said premises as herein provided. Upon payment by Lessee of the rents herein provided and upon the observance and performance of all the covenants, terms, and conditions upon

Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the demised premises for the term hereby demised without hindrance or interruption by Lessor or any other person or person lawfully or equitably claiming by, through or under Lessor, subject to the terms and conditions of this lease.

17. **Easements.** *Lessee hereby agrees to grant an unconditional easement to the Lessor covering all of the leased premises for the complete term of the lease. Said easement shall include but not be limited to the running of sewage and water lines either above or below ground, the erection of pumping stations, and the building of any access roads or paths through the property. Lessee further acknowledges that it may not grant any easements, licenses, or profits a prendre for the leased premises to any other entity, other than the Lessor, without first obtaining the Lessor's consent in writing.*
18. **Succession.** This lease agreement shall inure to the benefit of and be binding upon the parties hereto and its respective heirs, successors and assigns.
19. **Severability.** Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.
20. **Interpretation.** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.
21. **Entire Agreement.** This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This lease agreement supersedes all prior agreements, contracts, and understanding of any kind between the parties relating to the subject matter hereof. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. **Notice.** All notices, requests, demands and other communication required by or permitted hereunder shall be in writing and shall be deemed to have been duly given when received by the party to whom directed; provided, however, that

notice shall be conclusively deemed given at the time of its deposit in the United States when sent by certified mail, postage prepaid to the other party at the following address at such other addresses as shall be given in writing to either party to the other:

**City of Conway
Mayor's Office
1201 Oak Street
Conway, AR 72032**

**Conway Gun Club
<Insert Address>**

23. **Failure to pay rentals or keep covenants.** The failure or refusal by Lessee to pay the rentals at the times and in the manner provided by this lease, and the failure of Lessee to keep and perform its covenants hereunder, shall in either of these events, permit the Lessor at its option and without an liability on its part to terminate this lease, re-enter and repossess said property. The Lessor shall have the same right of entry and possession, and the right to expel Lessee without any liability or obligation in either law or equity, in the event the Lessee shall file or have filed again it a petition in bankruptcy, make an assignment for the benefit of its creditors, become insolvent, or have a receiver appointed for it.

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto set their hands.

City of Conway, Arkansas

Lessor:

By: _____
Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

Conway Gun Club
Lessee

By: _____
Mike Scallion

Gary Duncan

Attest:

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS
COUNTY OF FAULKNER)

On this day before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared **Mayor Tab Townsell** and **Michael O. Garrett, City Clerk/Treasurer** of the City of Conway, Arkansas, known to me or satisfactorily proven to be the persons, described in the foregoing instrument, and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained and that they had such authority to execute the same.

In witness whereof, I hereunto set my hand and seal on this _____ day of _____, 2007.

Notary Public

My commission expires:

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS
COUNTY OF FAULKNER)

On this day before the undersigned, a Notary Public, duly qualified and acting in and for the County and State aforesaid, personally appeared **Gary Duncan** and **Mike Scallion** of the Conway Gun Club; known to me or satisfactorily proven to be the persons, described in the foregoing instrument, and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained and that they had such authority to execute the same.

In witness whereof, I hereunto set my hand and seal on this _____ day of _____, 2007.

Notary Public

My commission expires:
