

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

RENAMING YBMA

6:30pm -- Council Meeting

Courtroom in District Court Building

810 Parkway, Conway, AR 72034

June 12th, 2007

1. **Call to Order**
2. **Roll Call**
3. **Minutes:** *May 22nd, 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. Resolution setting a public hearing to discuss closing an alley South of Bruce Street in Block 70, Boulevard Addition, between Mitchell and Baridon Street.
 2. Resolution setting a public hearing to discuss closing certain alleys and streets (Robinson Avenue Replat) in the vicinity of Conway Regional Medical Center.
 3. Resolution setting a public hearing to discuss the closure and reduction of a utility easement located on Browne Replat, being a replat of Lot 22-RA Museum Road Replat (Hank's Fine Furniture).
 4. Ordinance rezoning vacant property located on the northeast corner of the intersection of Meadowlake and Donaghey Avenue from C-2 to PUD.
 5. Consideration of a request for a building moving permit for a home presently located at 2201 Robinson Avenue to a proposed location at the southwest corner of Watkins & Weems addressed as 1117 Watkins Street.
 6. Consideration of a conditional use permit for oil field (office) services for property located at 2955 Dave Ward Drive.
 7. Consideration of a parking lot variance for property located at 2159 Prince Street at the southeast corner of the intersection of Prince St & Western Ave.

8. Consideration to approval the City Hall mural project.
9. Consideration of bids for Guy Murphy Industrial Improvements for the Street Department.
10. Consideration of traffic calming devices for Columbia Drive in the Royal Oaks Subdivision.

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

1. Consideration of bids for a Hook-lift truck for Conway Sanitation Dept.
2. Consideration of bids for equipment repairs for a D5 Dozer or possible purchase of a new dozer for the Conway Sanitation Dept.
3. Consideration to “throw out” bids for a self contained compactor from the Conway Sanitation Dept.
4. Ordinance waiving bids for contracted services and entering into an agreement with Terracon Consultants in conjunction with the City Landfill testing.
5. Consideration of bids for the Sports Photo Package for the Conway Parks Department.
6. Consideration to termination the Jazzercise Franchise Agreement with the Parks & Recreation Dept. for use of the McGee Center.
7. Ordinance appropriating funds for the renovation of the Don Owens Sport Center meeting room.
8. Consideration of a new position (Program Coordinator) for the Conway Parks & Recreation Department.
9. Ordinance appropriating funds for the Program Coordinator position for the Conway Parks & Recreation Dept.
10. Consideration of additional personnel & equipment for the Conway Parks Dept.
11. Ordinance appropriating funds for additional personnel & equipment and waiving bid requirements for the lighting system for the Parks Department.

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

1. Consideration of bids for an outdoor warning siren & an electric fence for the CEOC.
2. Ordinance appropriating funds for the purchase of an air conditioning unit for the RF site for the City of Conway.

3. Ordinance appropriating revenue funds from the Arkansas State Police for child safety seats to the Conway Police Department.
4. Ordinance appropriating asset forfeiture funds to purchase tasers for the Conway Police Department.

7. Old Business

8. New Business

- A. Ordinance appropriating funds to repair the entrance roof at City Hall.
- B. Consideration of the offer and acceptance for property located at 1013 Siebenmorgan Road.
- C. Discussion of the City taking over First State Park.

Adjournment

RESOLUTION NO. R-07- ____

**A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE
CLOSING OF AN ALLEY SOUTH OF BRUCE STREET IN BLOCK 70,
BOULEVARD ADDITION BETWEEN MITCHELL AND BARIDON STREET;
AND FOR OTHER PURPOSES**

WHEREAS, a request has been filed with the City Council of the City of Conway, Arkansas for the closure of the alleys south of Bruce Street in Block 70, Boulevard Addition, between Mitchell and Baridon Street, 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 26th of June 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.

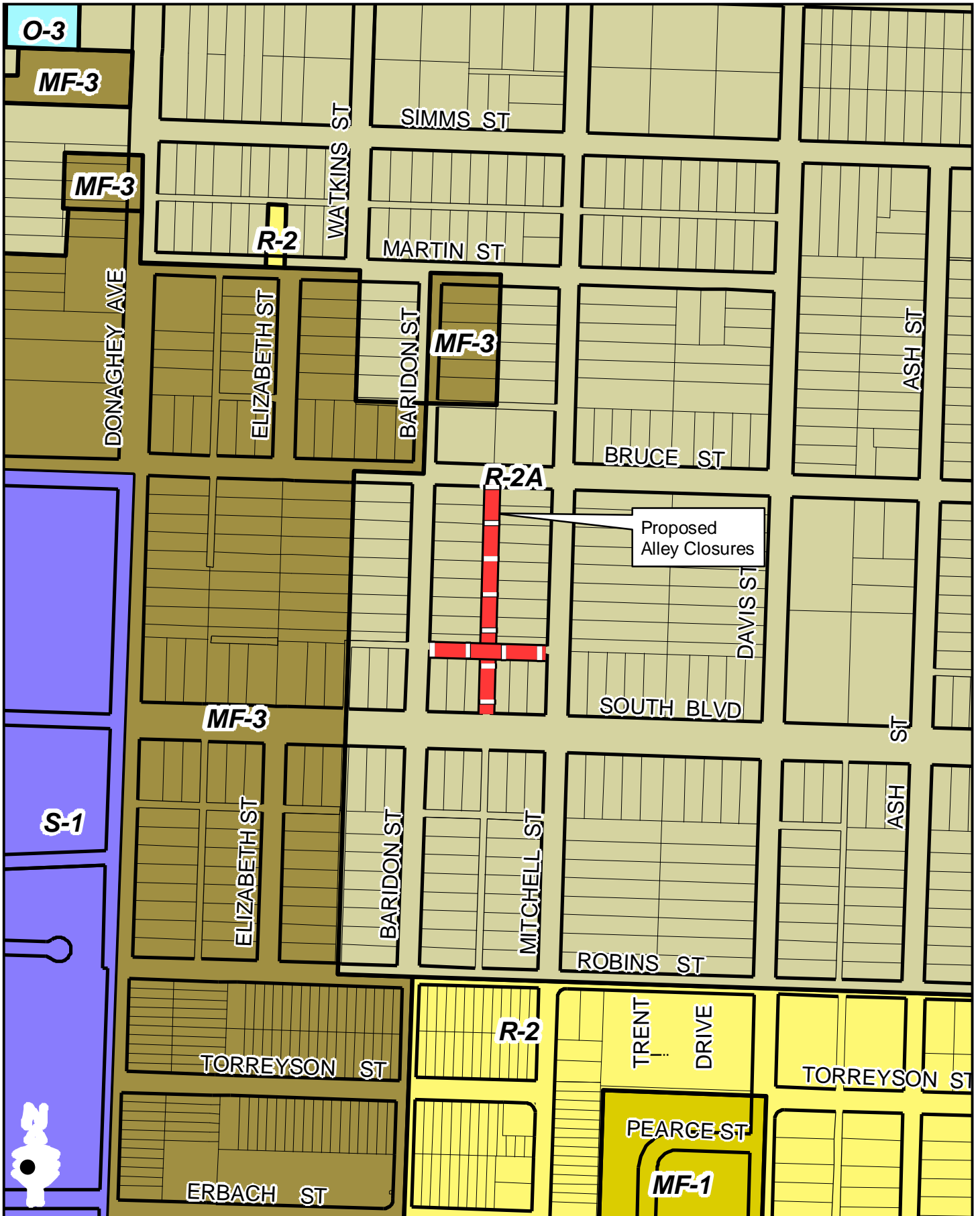
PASSED this 12th day of June, 2007

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



**Requested Alley Closures
Block 70 Boulevard Addition**

RESOLUTION NO. R-07- ____

A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS CLOSING AN ALLEY (ROBINSON AVENUE REPLAT) IN THE VICINITY OF CONWAY REGIONAL HOSPITAL.

WHEREAS, a request has been filed with the City Council of the City of Conway, Arkansas for the closure of the following alleys:

Alley Closure (Block A)

- Being that certain 15' alley running in an East and West direction which lies between the South boundary of Lots 4, 5, 6, 7, and 8 and the North boundary of Lots 9, 10, 11, 12 and 13 all in Block A, Smith Subdivision of a part of Donaghey Addition.

Alley Closure (Block B)

- Being that certain 15' alley running in an East and West direction which lies along the South boundary of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 and the North boundary of lots 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20 all in Block B, Smith Subdivision of a part of Donaghey Addition.

Alley Closure (CRMC Replat)

- Also the additional 2.50' right of way for any alley shown on the plat of CRMC Replat along the North line of Lots 1 and 2.

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:

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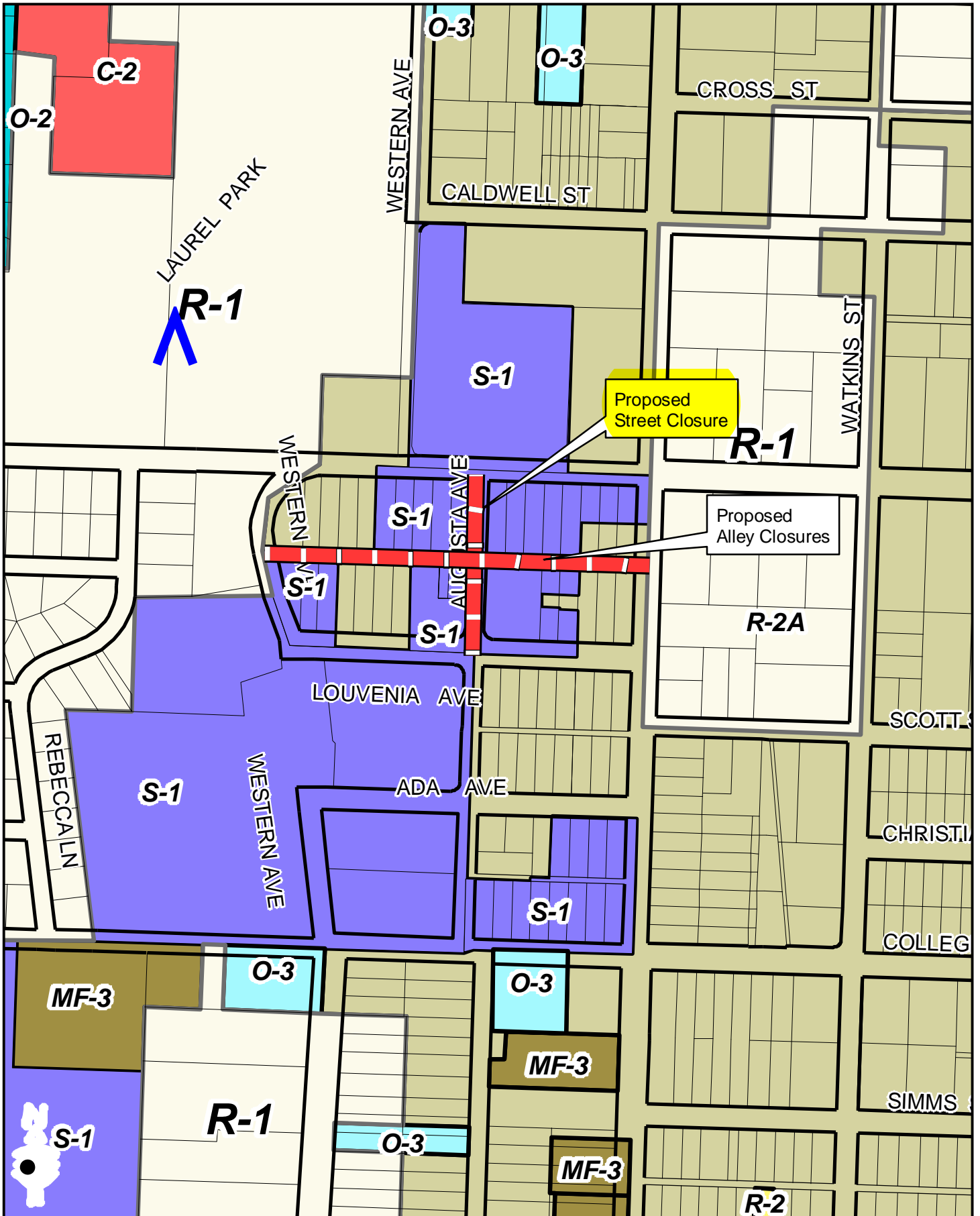
PASSED this 12th day of June, 2007

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



RESOLUTION NO. R-07- ____

A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS CLOSING AN EASEMENT AND THE REDUCTION OF A UTILITY EASEMENT AS SHOWN ON BROWNE REPLAT, BEING A REPLAT OF LOT 22-RA MUSUEM ROAD REPLAT.

WHEREAS, a request has been filed with the City Council of the City of Conway, Arkansas to abandon the existing 25 foot access and utility easement which runs generally southeast to northwest, said easement beginning 35' east of west property line on Browne Replat, a replat of Lot 22RA of Museum Road Replat.

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 26th of June at 6:30 pm.
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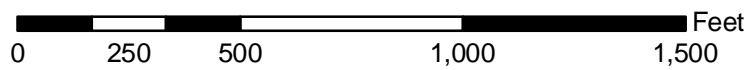
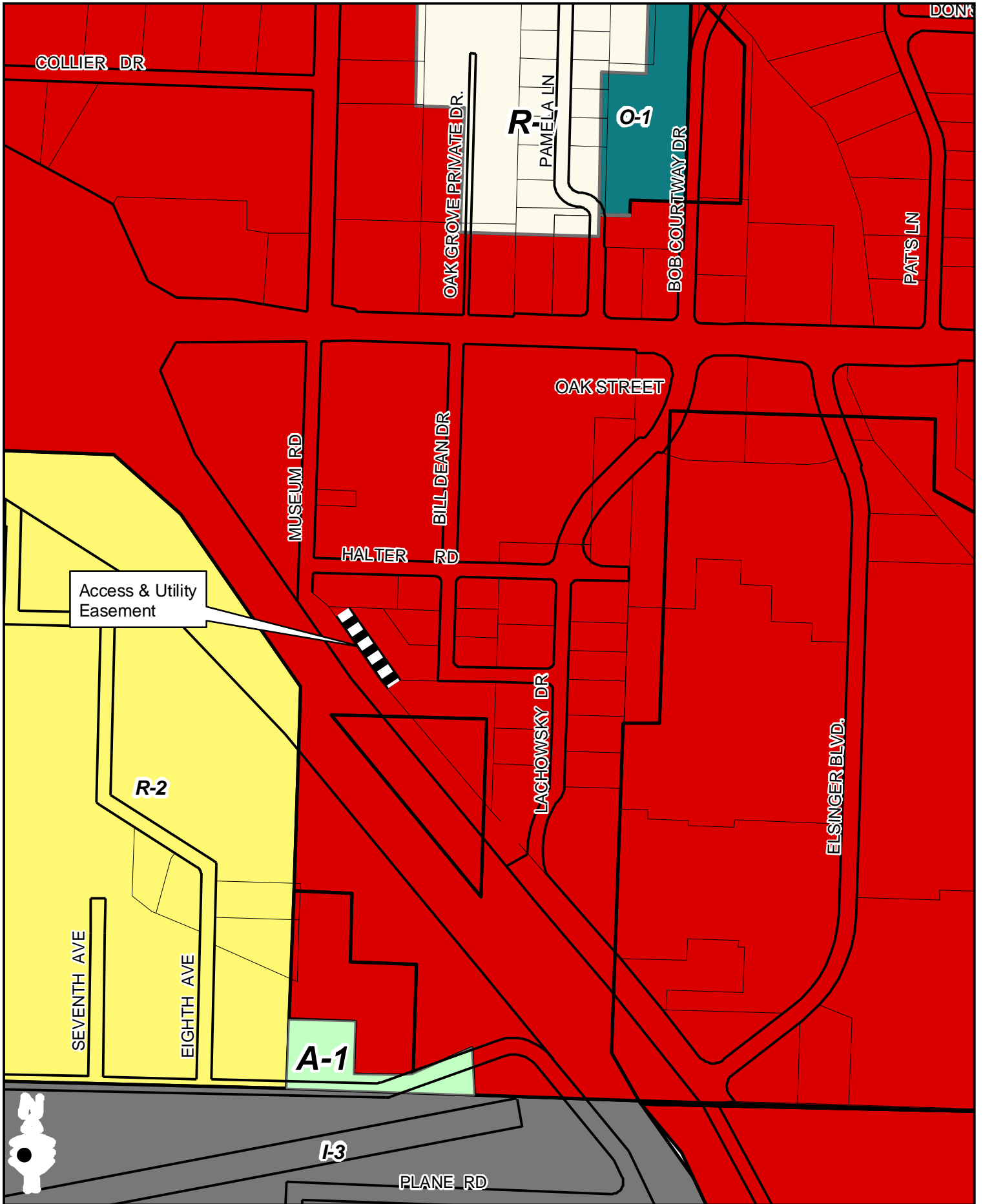
PASSED this 12th day of June, 2007

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



**Hank's Access
and Utility
Easement Closing**

ORDINANCE NO. O-07-_____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE VACANT PROPERTY LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF MEADOWLAKE ROAD AND DONAGHEY AVENUE AND ADDRESSED AS #1850 – #2080 MEADOWLAKE ROAD AND #2400 – #2620 DONAGHEY AVENUE FROM C-2 TO PUD:

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 C-2 symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

Being a part of the N½ SW¼ of Section 36, T-6-N, R-14-W, Faulkner County, Arkansas more particularly described as beginning at the SW corner of the NW¼ SW¼; thence along the West line of said NW¼ SW¼ N01°52'20"E, 271.76 feet to the North right of way of Donaghey Avenue; thence along said right of way to a point along a curve to the right, having a radius of 522.34 feet and a chord bearing and distance of N51°37'54"E, 472.00 feet; thence to a point N81°29'11"E, 1133.32 feet; thence leaving said right of way S08°19'54"E, 294.40 feet; thence N81°29'11"E, 140.61 feet; thence S08°19'54"E, 25.00 feet; thence S10°54'48"E, 192.90 feet; thence with a curve turning to the right with a radius of 426.00 feet and a chord bearing and distance of S04°30'27"E, 94.43 feet; thence S01°51'21"W, 210.40 feet to the South line of the N½ SW¼; thence continue along said South line N88°29'35"W, 404.24 feet to the SW corner of the NE¼ SW¼; thence continue along said South line N87°59'58"W, 1318.95 feet to the point of beginning containing 24.22 acres more or less. Subject to all roadways, easements and reservations that are of record or physically in place. Proposed improvements are as shown. Visible encroachments, if any, are as shown. This property is not in the 100 year flood plain according to Flood Insurance Rate Map #05045C0130F, panel 130 of 250, effective date March 13, 2001.

to those of PUD, 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 12th DAY OF JUNE, 2007

Approved:

TAB TOWNSELL, MAYOR

Attest:

MICHAEL O. GARRETT, CITY CLERK



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

May 24, 2007

Council Members
Conway, AR 72032

Dear Council Members:

A request for rezoning from C-2 to PUD for vacant property located at the northeast corner of Meadowlake Road and Donaghey Avenue including the addresses #1850 – #2080 Meadowlake Road and #2400 – #2620 Donaghey Avenue with the legal description:

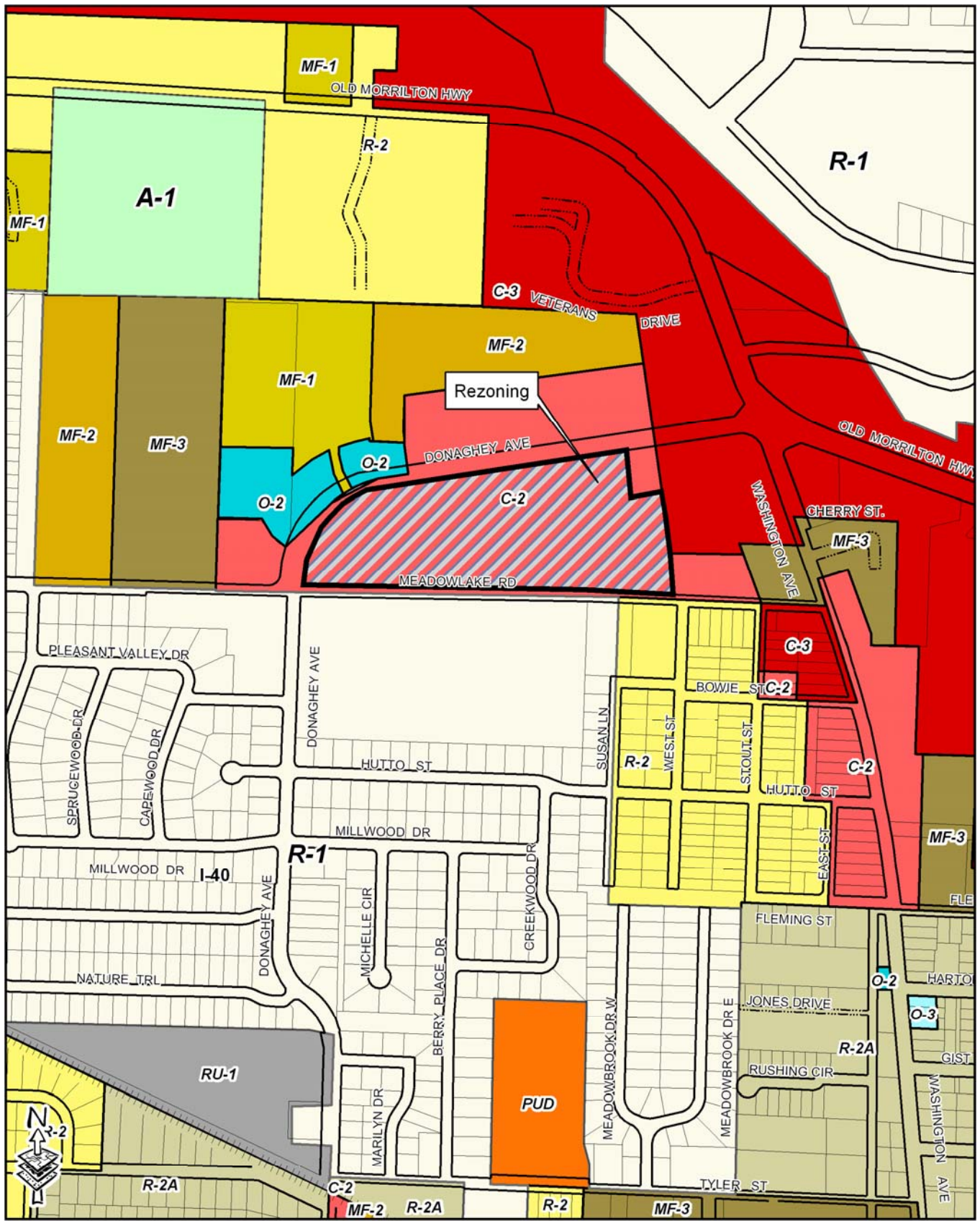
Being a part of the N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 36, T-6-N, R-14-W, Faulkner County, Arkansas more particularly described as beginning at the SW corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$; thence along the West line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ N01°52'20"E, 271.76 feet to the North right of way of Donaghey Avenue; thence along said right of way to a point along a curve to the right, having a radius of 522.34 feet and a chord bearing and distance of N51°37'54"E, 472.00 feet; thence to a point N81°29'11"E, 1133.32 feet; thence leaving said right of way S08°19'54"E, 294.40 feet; thence N81°29'11"E, 140.61 feet; thence S08°19'54"E, 25.00 feet; thence S10°54'48"E, 192.90 feet; thence with a curve turning to the right with a radius of 426.00 feet and a chord bearing and distance of S04°30'27"E, 94.43 feet; thence S01°51'21"W, 210.40 feet to the South line of the N $\frac{1}{2}$ SW $\frac{1}{4}$; thence continue along said South line N88°29'35"W, 404.24 feet to the SW corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence continue along said South line N87°59'58"W, 1318.95 feet to the point of beginning containing 24.22 acres more or less. Subject to all roadways, easements and reservations that are of record or physically in place. Proposed improvements are as shown. Visible encroachments, if any, are as shown. This property is not in the 100 year flood plain according to Flood Insurance Rate Map #05045C0130F, panel 130 of 250, effective date March 13, 2001.

was reviewed by the Planning Commission at its regular meeting on May 21, 2007, following a public hearing that was held on this rezoning at the April 16, 2007, Planning Commission meeting. The Planning Commission voted 7 – 0 that the request be sent to the City Council with a recommendation of approval with the following conditions added to the development requirements for North Market Plaza.

1. The PUD shall be constructed as shown in the Land Use Plan and Final Development Plan.
2. Existing trees shall be protected and preserved when possible.
3. Buildings will require site plan review.
4. The Final Development Plan shall reflect changes as noted concerning builder/developer definition, architectural standards/design review board, shared parking, parking numbers, and curb cuts to be approved by the Planning Director and/or the City Engineer.
5. The final pattern book shall be reviewed by the Planning staff and approved by the Planning Director.

Submitted by,

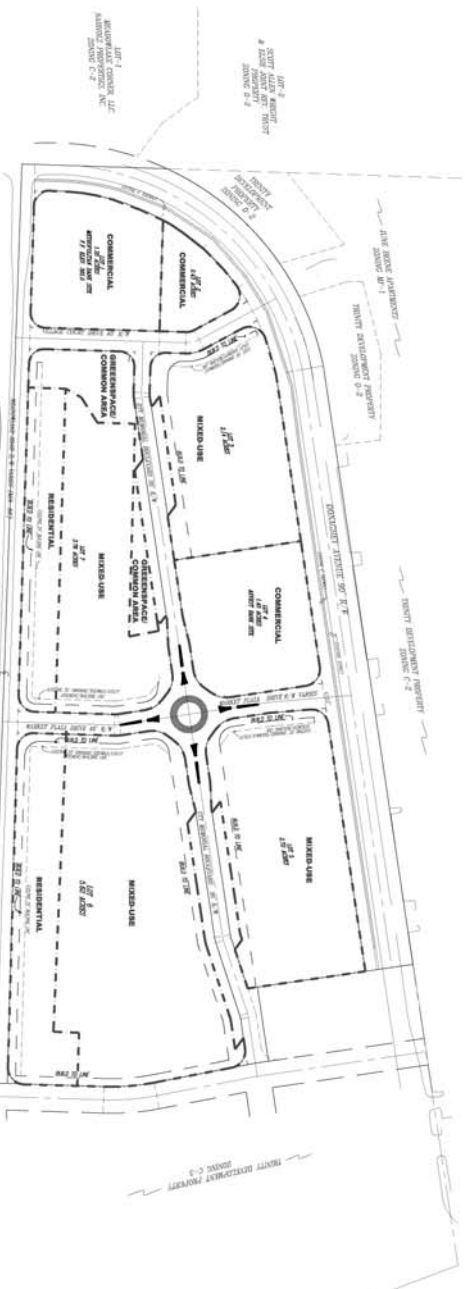
Adam Thomas, Chairman
Planning Commission



North Market Plaza PUD Rezoning

NORTH MARKET PLAZA P.U.D.

LYING IN THE N1/2 SW1/4
SECTION 36, T-6-N, R-14-W
FULLINER COUNTY, ARKANSAS



SEE ADDENDUM

LOT 1	COMMERCIAL	1.27	1.27
LOT 2	COMMERCIAL	1.27	1.27
LOT 3	COMMERCIAL	1.27	1.27
LOT 4	COMMERCIAL	1.27	1.27
LOT 5	COMMERCIAL	1.27	1.27
LOT 6	COMMERCIAL	1.27	1.27
LOT 7	COMMERCIAL	1.27	1.27

Legal Description: (Per Survey Plat) Lying Lots 1 through 7 of North Market Plaza P.U.D. Subdivision in the City of Conway as shown in Plat Book # Page 253, Records of Faulkner County, Arkansas.



T.M. TYLER SURVEYING AND MAPPING, INC.
CREATED: 11/03/08
DRAWN: 11/03/08
CHECKED: 11/03/08
SCALE: 1"=100'

THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT EXPRESS WRITTEN PERMISSION FROM THE ENGINEER OR SURVEYOR.

DATE	DESCRIPTION
11/03/08	PRELIMINARY PLAN
11/03/08	REVISED

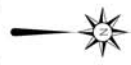
DATE	DESCRIPTION
11/03/08	PRELIMINARY PLAN
11/03/08	REVISED

LAND USE PLAN

NORTH MARKET PLAZA P.U.D.

SCALE: 1"=100'

DATE: 11/03/08
DRAWN: 11/03/08
CHECKED: 11/03/08
SCALE: 1"=100'





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

6A-5

May 22, 2007

Council Members
Conway, AR 72032

Dear Council Members:

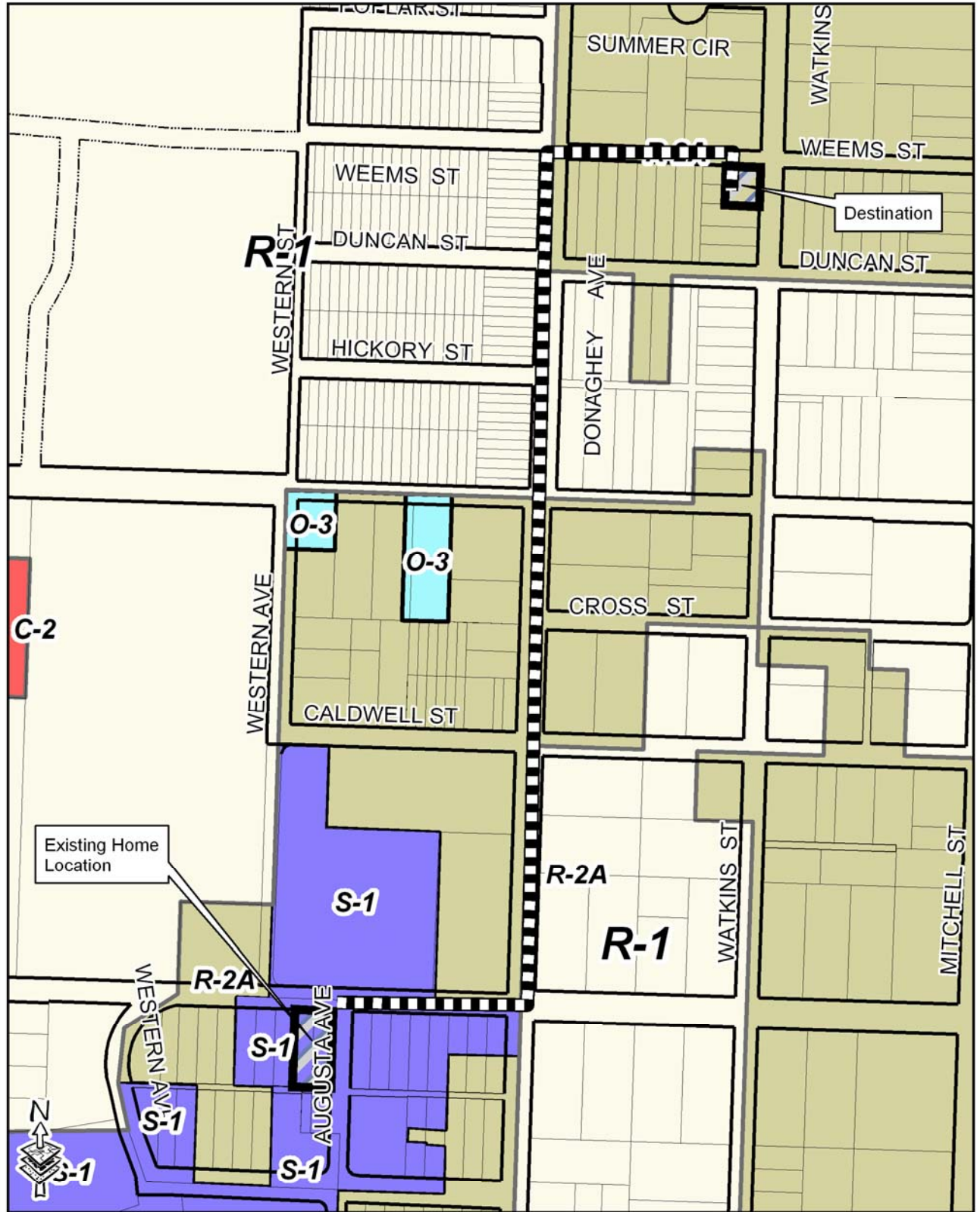
A request for a building moving permit for a home presently located at 2201 Robinson Avenue to a proposed location at the southwest corner of Watkins and Weems addressed as 1117 Watkins Street with the legal description:

Part of Lots 1 and 2, Block 2, Weems Addition, East 90 feet
of Lots 1 and 2

was reviewed by the Planning Commission at its regular meeting on May 21, 2007. The Planning Commission voted 7 – 0 that the request be sent to the City Council with a recommendation of approval.

Submitted by,

Adam Thomas, Chairman
Planning Commission



Enderlin Building Moving



2201 Robinson Ave
House to be moved



1117 Watkins
Proposed new location

Enderlin Building Moving



May 24, 2007

Council Members
Conway, AR 72032

Dear Council Members:

A request for a conditional use permit for Oil Field (office) Services for property located at 2955 Dave Ward Drive with the legal description:

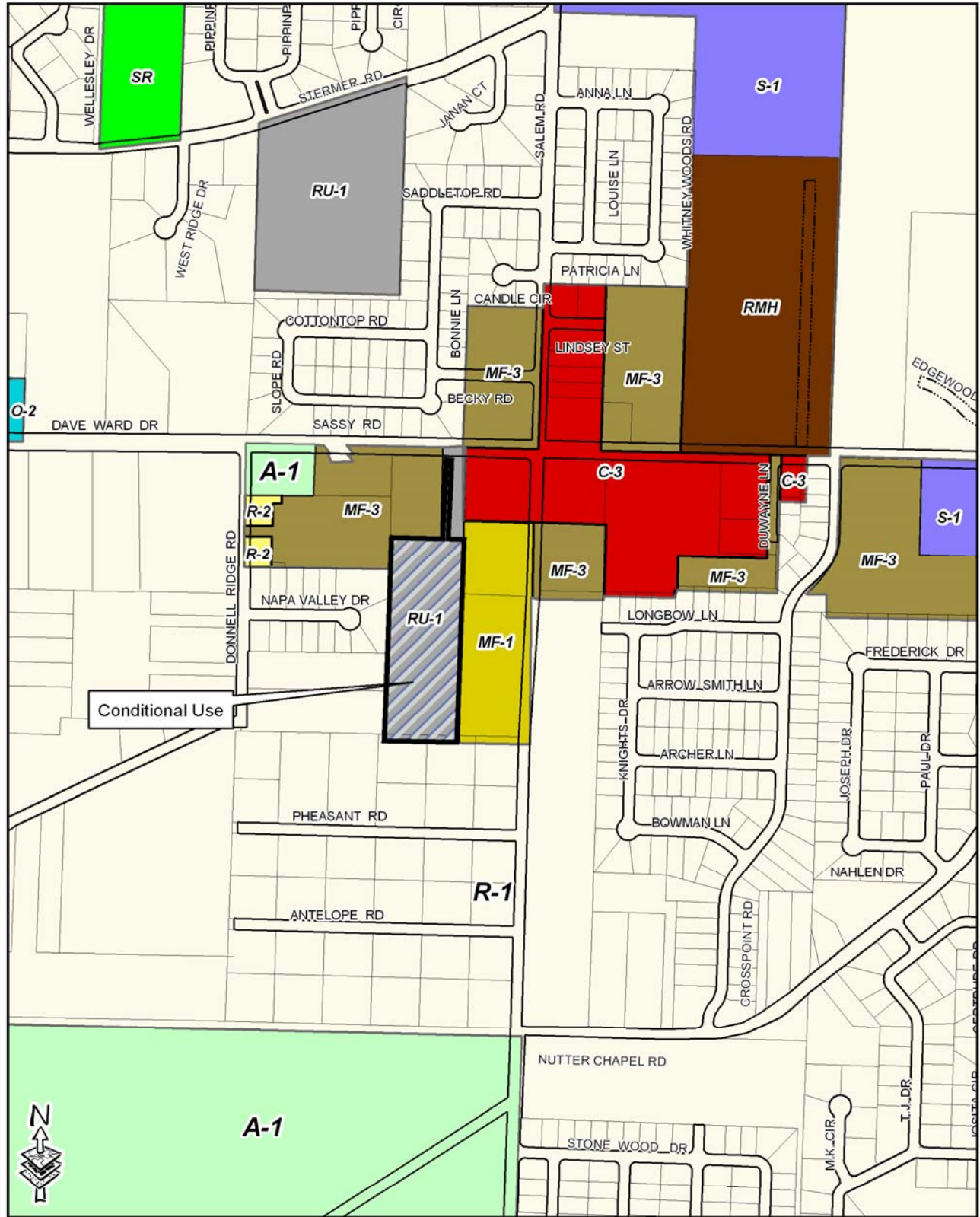
Part of the W $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 15, Township 5 North, Range 14 West, Faulkner County, Arkansas, more particularly described as beginning at the Southwest corner of said W $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$; thence North 02 degrees 02 minutes 12 seconds East (deeded North), 925.60 feet; thence South 88 degrees 35 minutes 19 seconds East, 231.18 feet (deeded East 231.50 feet); thence North 02 degrees 42 minutes 56 seconds East, 354.37 feet (deeded North 00 degrees 10 minutes 00 seconds East, 374.50 feet) to the South right of way of Highway 286; thence along said South right of way South 89 degrees 06 minutes 50 seconds East, 25.11 feet; thence leaving South right of way South 02 degrees 44 minutes 04 seconds West, 354.55 feet (deeded South 00 degrees 10 minutes 00 seconds West, 374.34 feet); thence South 88 degrees 20 minutes 16 seconds East, 72.93 feet (deeded North 89 degrees 10 minutes 06 seconds East, 72.56 feet); thence South 02 degrees 05 minutes 17 seconds West, 923.19 feet (deeded South 00 degrees 01 minute 00 seconds West, 925.55 feet); thence North 88 degrees 57 minutes 50 seconds West, 328.30 feet (deeded West 328.80 feet) to the point of beginning, containing 7.18 acres, more or less.

was reviewed by the Planning Commission at its regular meeting on May 21, 2007. The Planning Commission voted 7 – 0 that the request be sent to the City Council with a recommendation of approval with the below stated conditions attached.

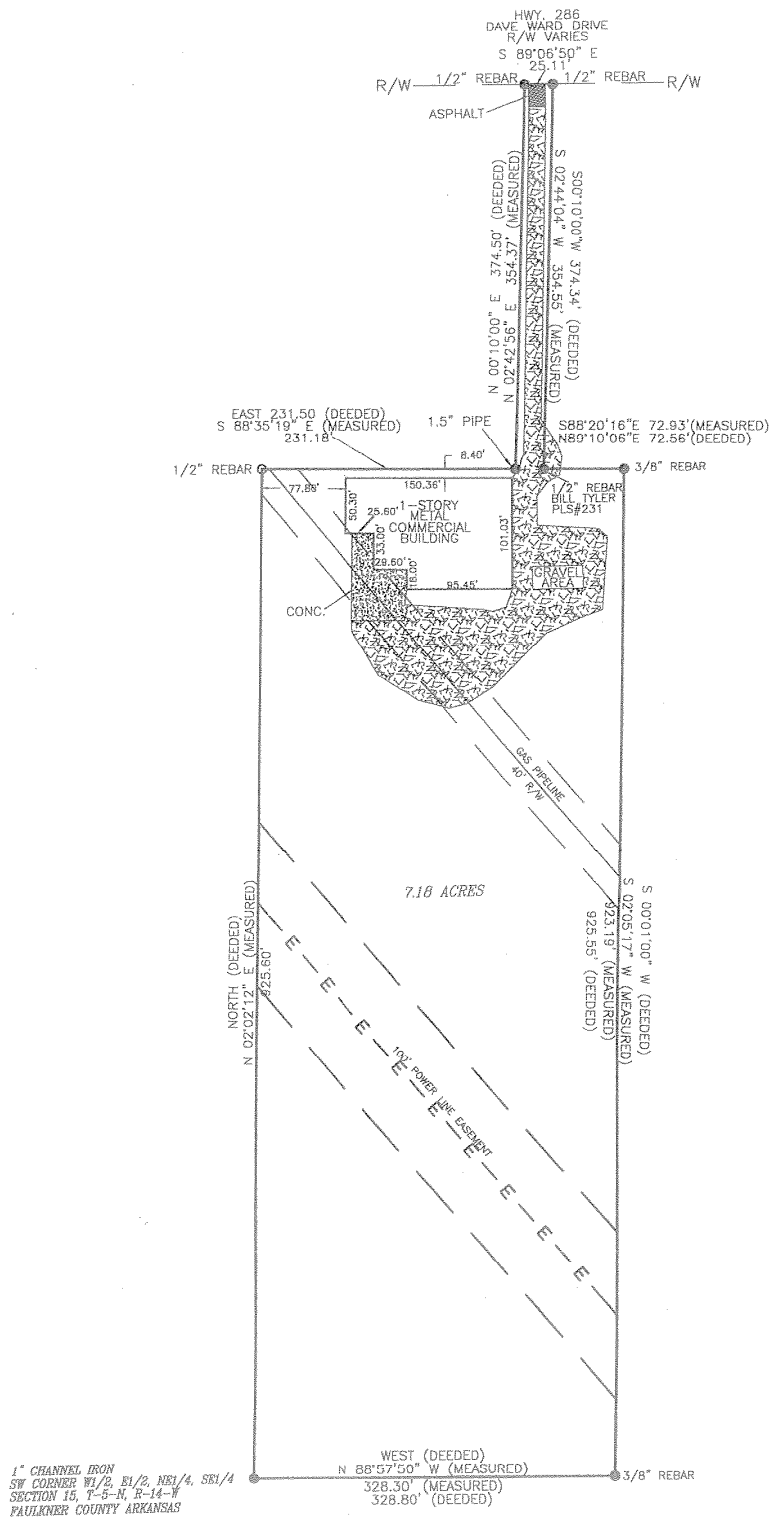
- 1) Lighting must be inward, downward, and shrouded.
- 2) No external sound system allowed.
- 3) Existing shrubs must be left in place.
- 4) Hours of operation are to be 8:00 a.m. to 6:00 p.m. Monday through Friday, and **infrequent** Saturday/Sunday and off hours.
- 5) Conditional use is limited to the existing building.
- 6) Oversight by the City Fire Marshall is required.
- 7) The existing road where it intersects Dave Ward Drive is required to be graveled its full width of 25 feet for a distance southward of 30 feet.

Submitted by,

Adam Thomas, Chairman
Planning Commission



McDowell Conditional Use



Prince Overlay District / Parking Lot Variance

DN OVR2007JUN01
ID: OVR2007JUN01
GL: 51411NE

Serio Overlay Parking Lot Variance

REQUESTED VARIANCE(S)

Overlay District Variances: Variances are sought for; area requirement, front building setback, rear and side yard setbacks, landscaping requirements, curb cut spacing, number of buildings per site, and cross access.

Parking Lot Variances: Variances are sought for curb cuts less than 20 feet from the property lines, lack of 4 foot green space along interior property lines, and lack of 6 foot green space along street frontage.

APPLICANT'S NAME(S)

Steve and Wendy Serio

PRESENT ZONING

O-3

ABUTTING ZONING

O-2 and O-3

LOCATION

This property is located at 2159 Prince Street at the southeast corner of the intersection of Prince Street and Western Avenue

DIMENSIONS

120 feet of frontage along Western Avenue
100 feet of frontage along Prince Street

AREA

Approximately
.28 acres; .36 with
additional street ROW

STREET(S) ABUTTING THE LOT AND THEIR CLASSIFICATIONS

Prince Street - major arterial; Western – local street

STRUCTURES ON THE PROPERTY

A salon and coffee shop

SUBMITTED JUSTIFICATION FOR THE VARIANCE

The variance is requested in anticipation of the future roundabout and parking lot improvements. These variances would allow better ingress/egress to the property and substantial parking/landscaping improvements to the property.

NOTIFICATION REQUIREMENTS

In compliance

COMMENTS

In anticipation of the future roundabout and substantial parking lot improvements, the applicant is requesting variances from the Prince Street Overlay District and Parking Lot Ordinance. These variances include requirements for area, setbacks, curb cut locations, green space requirements, and number of structures per lot. The applicant will obtain the adjacent Western Street right of way when the roundabout is constructed and would like to add additional parking and improve the existing parking area as the roundabout progresses. The enclosed site plan shows a conceptual parking area layout. This layout and any similar layout will likely require the requested variances.

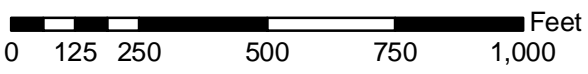
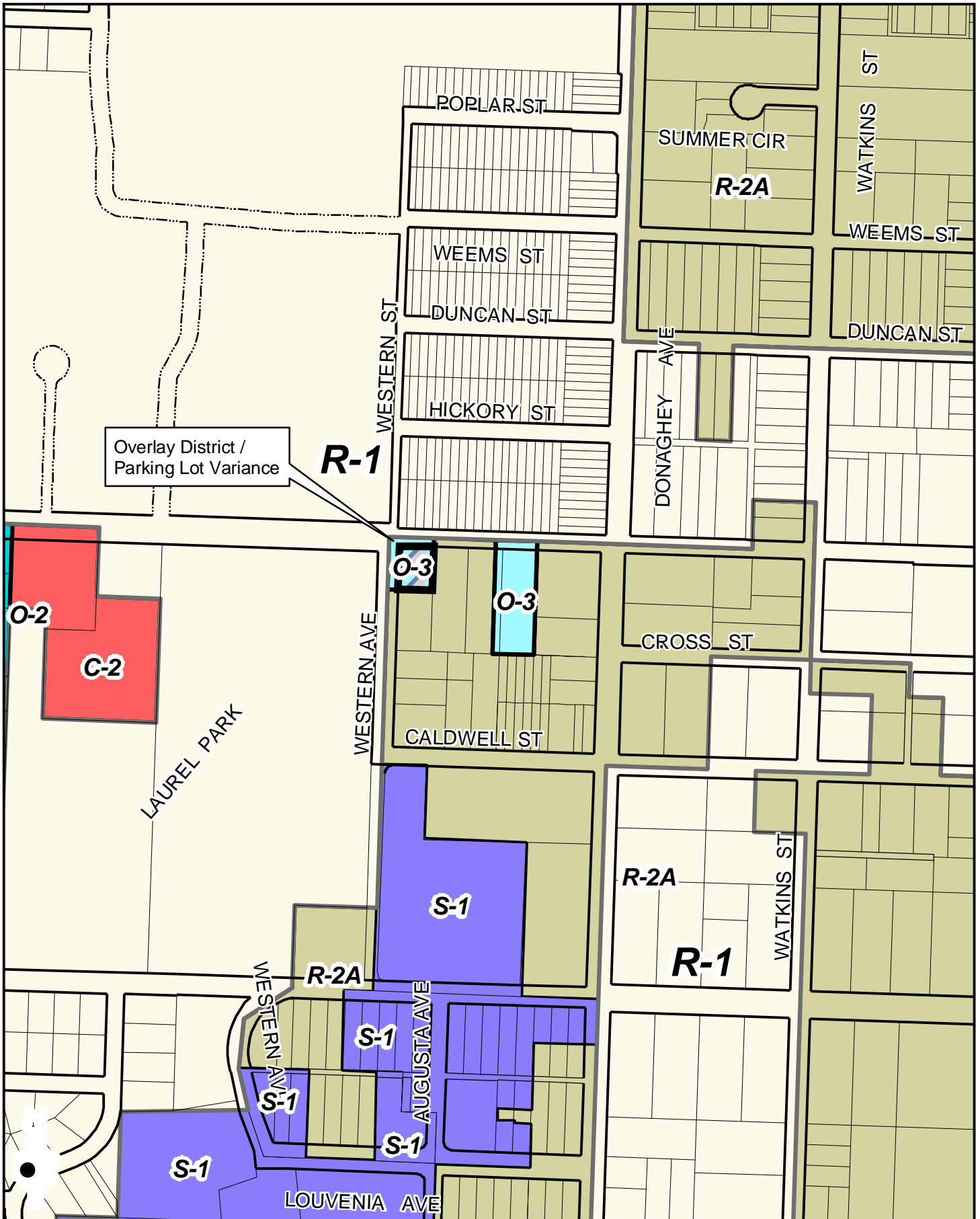
The property is within the newly formed Old Conway Overlay District. This causes conflict with the Prince Street Suburban Overlay standards adopted in 2000. The Old Conway Overlay allows for denser development with reduced setbacks while the Suburban Overlay requires more green space, larger setbacks, and widely separated curb cuts. With this development, it is more desirable to allow the ideals of the Old Conway Overlay to have precedence. The Prince Suburban Overlay district begins at Donaghey and extends westward. The block between Western and Donaghey is not of a suburban nature and fits within the Old Conway development pattern; therefore it is fitting to waive all suburban overlay district requirements for this property.

Parking lot improvements as shown on the conceptual plan would greatly upgrade the existing parking situation. Currently, there is continuous access to the parking area from Western and Prince. By allowing curb cuts at the property lines this continuous access would be reduced to smaller curb cuts as far from the intersection as possible. This should produce a much safer ingress/egress situation.

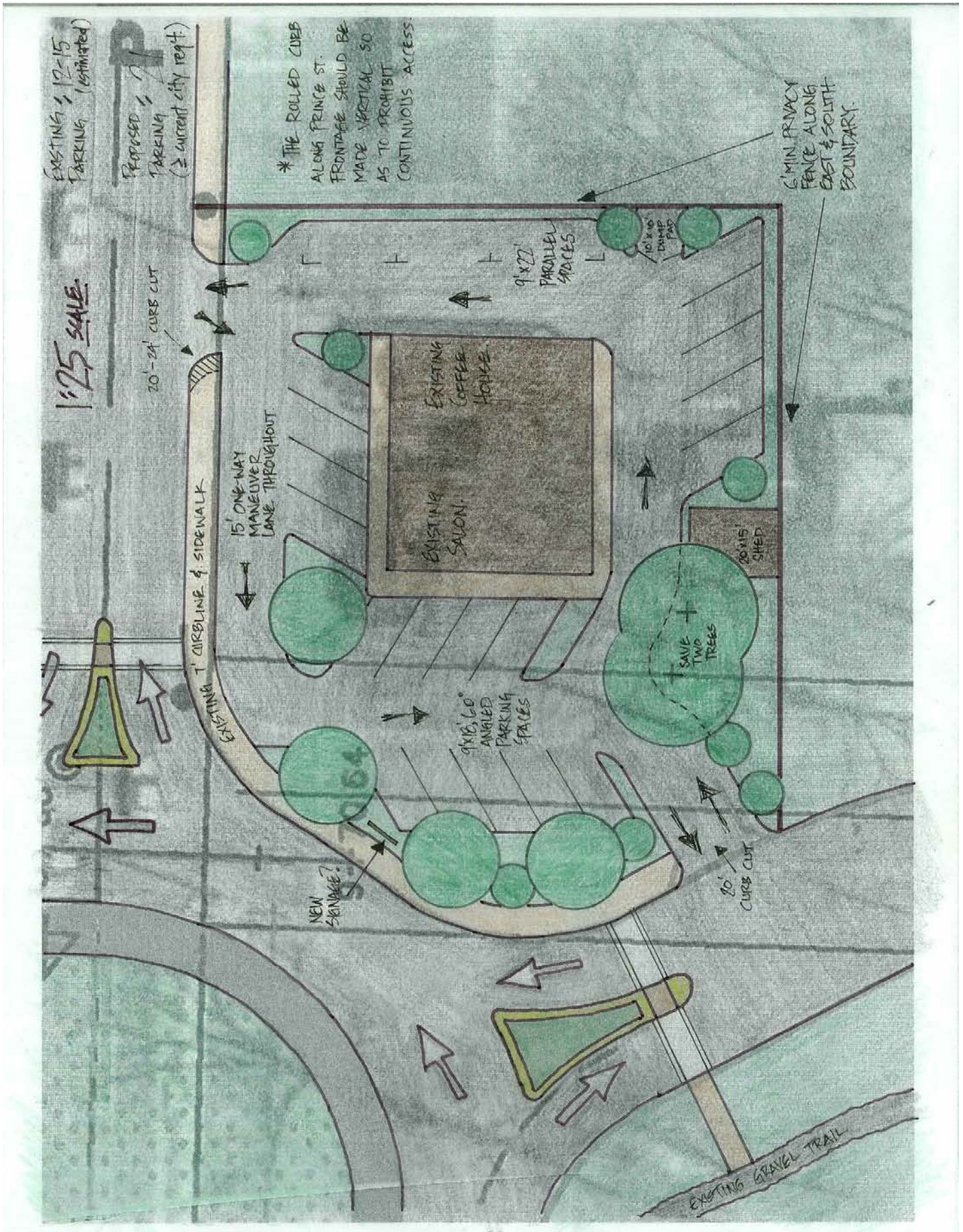
The applicant is also seeking a conditional use permit for restricted retail on the property to clarify the present commercial activities on the property. The applicant is also proposing a two-story live / work outbuilding at the rear of the existing structure. This building would require the review of the Old Conway Design Review Board.

ENCLOSURES

A map of the area and concept site plans

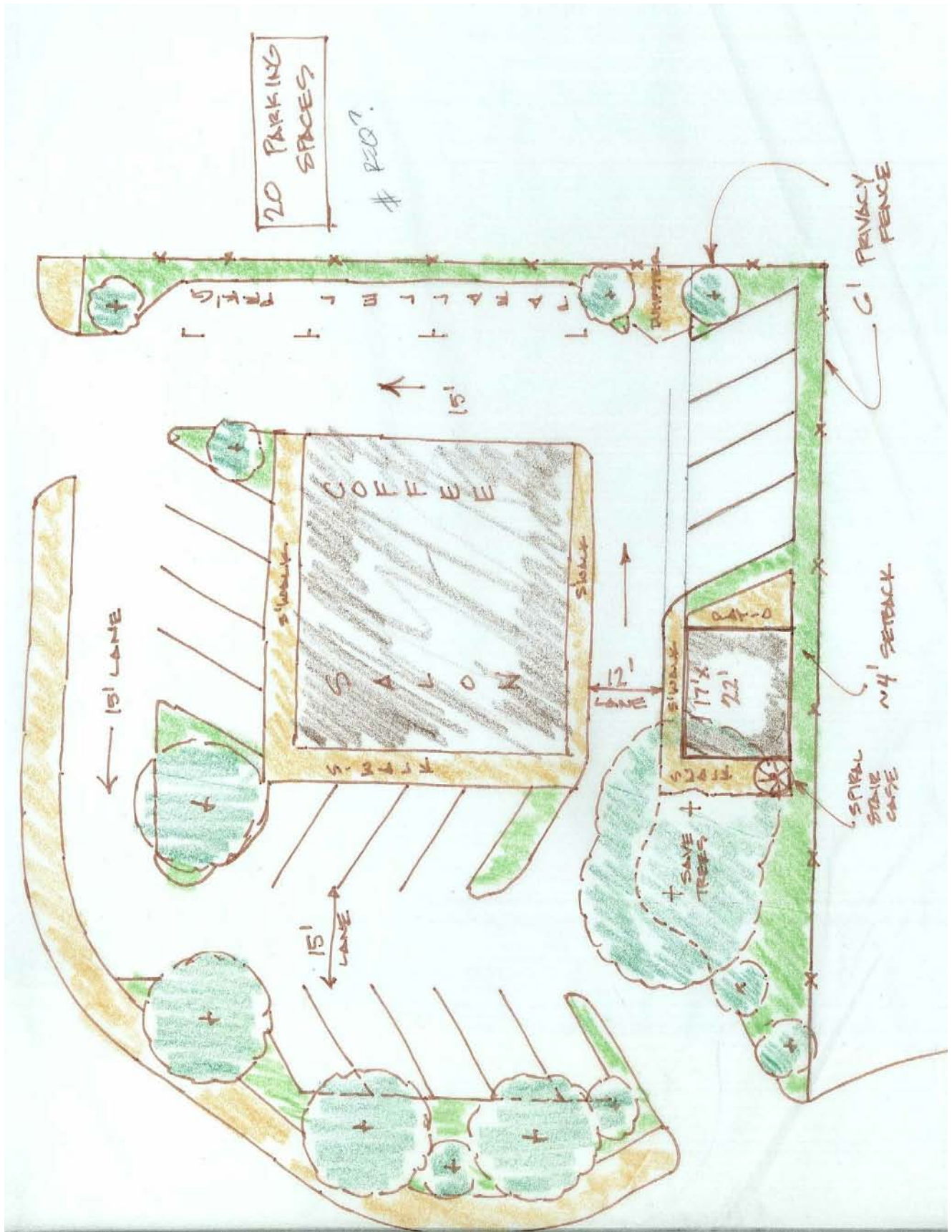


**Serio Overlay /
Parking Lot Variance**



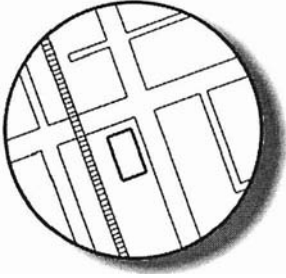
CONCEPT SITE PLAN A

Serio Overlay / Parking Lot Variance



CONCEPT SITE PLAN B

Serio Overlay / Parking Lot Variance



PLANNING DEPARTMENT

City of Conway

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

6A-8

June 4, 2007

Conway City Council

Dear Council Members:

The Conway Public Art Committee has given its unanimous approval of the submitted final design for the City Hall community mural project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bryan Patrick'. The signature is fluid and cursive, written over a light gray rectangular background.

Bryan Patrick
Director of Planning

Artist Statement

Morton Brown

As part of University of Central Arkansas's Centennial celebration, I was commissioned to bring to Conway a public art process that I helped create in Pittsburgh, Pa. in 2003. Over the past months, I have had the wonderful opportunity to engage Conway residents, UCA faculty and students in a dialogue—in person and through email and blogging—around this collaborative mural project.

UCA has brought me to Pittsburgh on two occasions to lead community dialogue sessions around the mural project. Many invitations went out to residents and students and newspaper articles helped draw over sixty attendees to my first visit on February 15. At this meeting, held at Don Owen Sports Center in Conway, I led a brief tutorial of images of murals from around the world tracing my personal experience from Clinton, Arkansas through Philadelphia and Pittsburgh then launched into a brainstorming session in which over sixty community members and students of all ages voiced ideas of subject matter for the mural. All ideas were recorded, placed on the mural website, and emailed back to the community group.

After the initial meeting, I traveled back to Pittsburgh and began working on the design in response to the ideas generated by the community. Students, faculty of UCA, and community members helped me research images of Conway's history as I worked on the design over the course of about six weeks. Each week, I delivered a design iteration along with an artist journal via email to the community group as well as faculty and students of UCA that had signed up for the list. I received feedback through email and the online blog throughout this process that was very helpful in keeping the collaboration going throughout the design phase.

On April 12, I traveled to Arkansas once again to present my preliminary mural design and lead a discussion with the group, asking for feedback, comments and suggestions. I also met with the Conway Public Art Commission, Conway Public School teachers, Boys and Girls Club, and displayed the design as part of the UCA Senior Thesis Exhibition where I also solicited feedback.

From this exercise, I went back to Pittsburgh and made many (somewhat minor, detail-oriented) modifications to the design. The design I present here is the culmination of many hours of dialogue with Conway community members, research (even the Native American costume on the little girl is accurate to the indigenous Caddo tribe), and my artistic sensibilities superimposed upon my much-beloved alma mater.

In the proposed design, the bright future of Conway rises out of a deep respect of the city's history. The children that reside in the lower left corner of the painting are playing inside a large model train diorama. These children at play—their toys, costumes and actions—reference different periods of Conway's history while speaking to the idea that our future and past are linked—new generations standing on the shoulders of our forefathers.

Model buildings represent the three main colleges in Conway, as well as public schools, a farm, and the old train depot. From left to right, the buildings are The Little Green School House (Conway's first public school), St. Joseph original school building, Hendrix College (Old Main), The Pine Street School (Conway's first African American public school), Central Baptist College (Old Main), a toy farm (representing Conway's growth from an agrarian society), The Arkansas Normal School original building (now UCA) and the Conway Train Depot. The model railroad town is very small in the design, but in the actual mural-rendered in 2 foot scale-the details will be quite visible from a distance, but also will draw the viewer in for closer inspection. In the community dialogue, we decided that it was very important to relate the mural to its site-the old Conway Train Depot, its proximity to the still-functioning railroad tracks, and its current use as a city park.

In our community brainstorming session-the meeting in which Conway residents and UCA students voiced their ideas for the mural-it was agreed that education has played a large role in

the founding and perpetuation of culture and commercial sustainability in the city. Therefore, the focus of the historical references is largely on educational institutions and figures.

I depicted the children playing dress up-wearing costumes that represent the passage of time through key archetypes from various important periods and/or ideals from Conway's past and present. For instance, there is a child in a train conductor's hat in the lower center of the picture who holds a model train engine from the Little Rock & Ft. Smith Railroad of the early 1900's. To the conductor's left, there is a child in Native American (Caddo) garb that speaks to early inhabitants of the area, and Conway's proximity to the Trail of Tears passage. Further to the left is a ballerina, symbolizing the growth of arts and culture in the city. The child laying the railroad tracks is dressed in garb taken from a photo of a Conway Train Depot dispatcher from around 1905. The figure in the center, atop the knoll is a teacher, delivering her lesson to her favorite toys. The teacher's "students" are her favorite Sesame Street characters that are educational in nature, and allude to AETN in Conway. The largest, "flying kid" is the future-draped in a cape made from an Arkansas Traveler quilt, and slightly turning into digital pixels as she heads off into the new day. The models used for the conductor, teacher and train dispatcher are children from Conway's Boys and Girls Club. On the far left, are three of Conway's prominent founding historical figures. From left to right, they are Col. Asa Robinson, founder of the City of Conway, Florence Mattison, Conway Public School educator associated with The Pine Street School, and James John Doyne, founder of Arkansas Normal School, now known as the University of Central Arkansas.

I have adhered to the words from the community that this painting should represent the town's history, but depict Conway as a progressive city, providing a sense of the new and moving towards the future. The pixilation in the sky starts to do this, but in the last stages of the design I brought back design cues from an earlier design that incorporated a filigree pattern from the art nouveau movement in the early 20th century. The sky is now filled with this filigree design that, now abstracted in large scale, becomes a sense of energy, "sprouting" new growth, and makes the whole painting more of a contemporary, progressive work of public art. It also helps place the three historical figures in the correct context—they are not creepy figures looming over the horizon (as was my earlier concern), but they are from a different time than the rest of the cast of characters, and all of the action that is taking place in the rest of the painting is literally stemming from their shoulders.

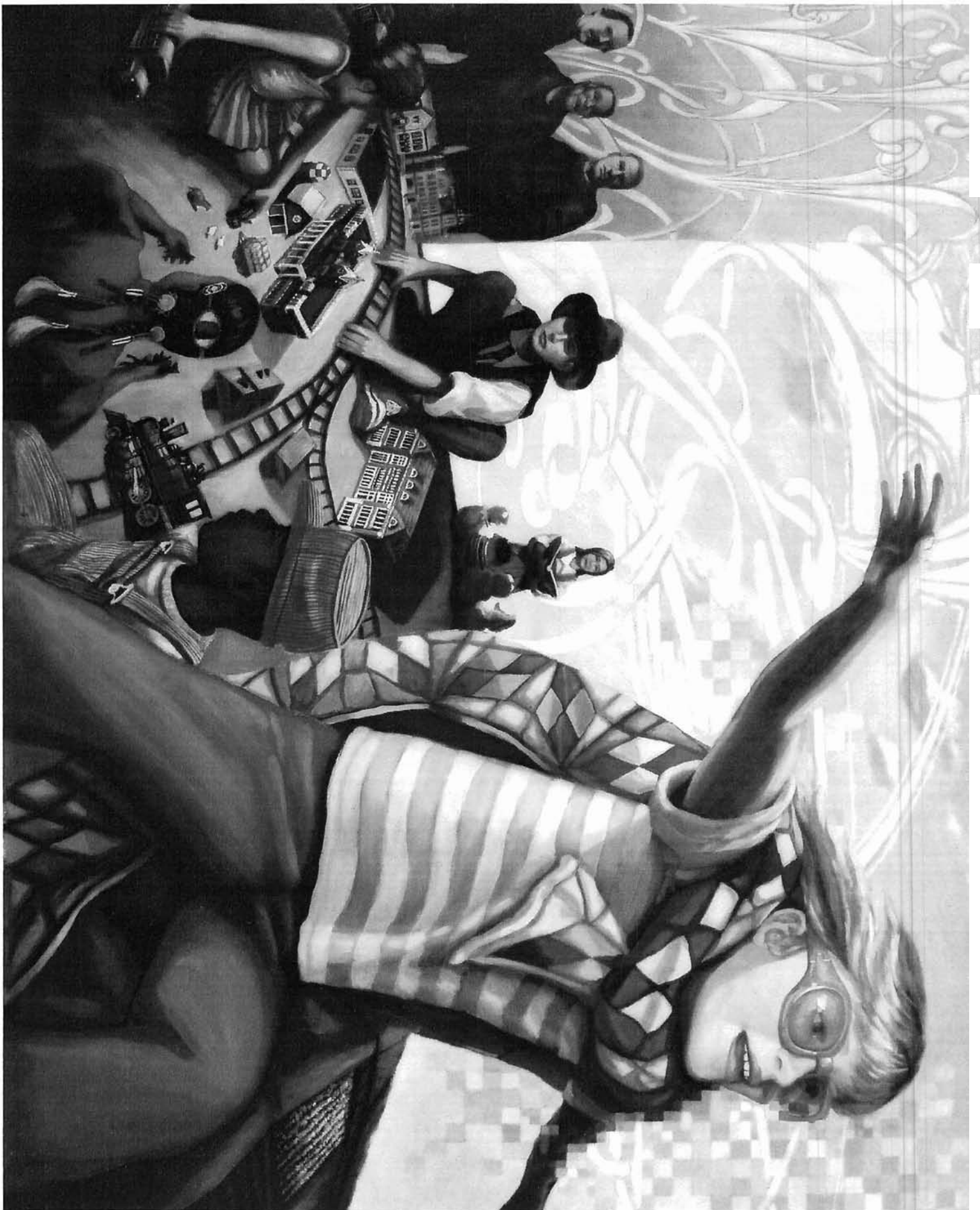
To date, there have been four articles in the *Log Cabin Democrat*, two articles in the *Arkansas Democrat-Gazette*, an article in *The Vino* (UCA honors College newspaper) and two articles in *The Echo* (UCA student newspaper). UCA students have collaborated with me to produce a website and blog that documents each phase of the project, down to design iterations, historical reference images and artist journals.

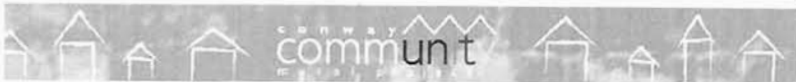
I believe that this project has transcended its function to create a piece of public art. It has already brought community members of disparate interests, backgrounds and people of all ages together in dialogue around art-when, I dare say, there would likely be no other cause that would gather these together in this way. Public schools, after-school programs and other civic groups are already gathering and planning to participate in onsite lectures, demonstrations and hands-on activities associated with the painting of the mural this fall. Some are planning to work with UCA Art Education students and develop mural-making lessons as part of a curriculum. There have even been discussions around the Conway university community in forming a partnership that will make the mural dedication ceremony into a city-wide celebration of activities.

I am so pleased to be a part of this project, and I look forward to seeing it through to completion.

Thank you,

Morton Brown
412-901-1546
bromorton@gmail.com
www.uca.edu/mural





*Mural Design Contextual Rendering by Morton Brown
Conway Community Mural Project, 2007*



CITY OF CONWAY
STREET AND ENGINEERING DEPT.

100 East Robins • Conway, AR 72032
501-450-6165 • Fax 501-513-3566

6A-9

Ronnie D. Hall, P.E.
City Engineer

June 7, 2007

Mayor Tab Townsell
City Hall
1201 Oak Street
Conway, Arkansas 72032

Re: Guy Murphy Industrial Park
Street Improvements

Dear Mayor Townsell,

Bids were received at 10:00 AM, Wednesday, June 6, 2007 at Conway City Hall for the above referenced project. This project involves the construction of 3,500 feet of street to provide access to the lots in Guy Murphy Industrial Park. Seven bids were received for this work as summarized below and detailed on the attached Tabulation of Bids.

J's Construction Co., Inc.	\$648,070.33
Landex Corporation	\$662,101.19
Paladino Construction, Inc.	\$699,016.00
Tom Lindsey Contractor, Inc.	\$699,827.02
F.P. Bivens Construction Co.	\$700,749.25
Paladino-Nash, Inc.	\$712,861.80
Big River Construction, Inc.	\$745,304.25
Engineer's Estimate	\$685,709.00

The low bid was submitted by J's Construction Co., Inc. of Conway, Arkansas in the amount of \$648,070.33. This bid appears to be a fair and reasonable bid for the work involved. I recommend that this project be awarded to J's Construction Co., Inc.

This project is funded by the Industrial Development Bonds.

Please advise if you have questions or need additional information.

Sincerely,

Ronnie Hall, P.E.

CONWAY DEVELOPMENT CORPORATION
 GUY MURPHY INDUSTRIAL PARK
 CONWAY, ARKANSAS

TABULATION OF BIDS RECEIVED JUNE 6, 2007, 10:00 A.M.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNITS	ENGINEER'S ESTIMATE		J's Construction Co., Inc.		Landex Corporation		Paladino Construction, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SITE PREPARATION	1	L.S.	\$ 50,000.00	\$ 50,000.00	\$ 47,700.00	\$ 47,700.00	\$ 51,300.00	\$ 51,300.00	\$ 25,000.00	\$ 25,000.00
2	UNCLASSIFIED EXCAVATION	4,200	C.Y.	8.00	\$ 33,600.00	5.00	\$ 21,000.00	8.50	\$ 35,700.00	7.00	\$ 29,400.00
3	UNDERCUT & BACKFILL	15,130	C.Y.	12.00	\$ 181,560.00	9.90	\$ 149,787.00	10.65	\$ 161,154.50	12.50	\$ 189,125.00
4	EMBANKMENT	1,200	C.Y.	10.00	\$ 12,000.00	7.00	\$ 8,400.00	9.40	\$ 11,280.00	8.50	\$ 10,200.00
5	CRUSHED STONE BASE	9,815	TON	12.00	\$ 117,780.00	15.77	\$ 154,782.55	14.79	\$ 145,163.95	16.00	\$ 157,040.00
6	ASPHALT	2,700	TON	60.00	\$ 162,000.00	69.87	\$ 187,669.00	56.00	\$ 151,200.00	60.00	\$ 162,000.00
7	12" CMP. POLYMER COATED, 14GA STORM DRAIN	90	L.F.	16.50	\$ 1,485.00	16.50	\$ 1,485.00	19.23	\$ 1,730.70	17.00	\$ 1,530.00
8	15" CMP. POLYMER COATED, 14GA STORM DRAIN	128	L.F.	20.50	\$ 2,624.00	20.15	\$ 2,579.20	23.10	\$ 2,956.80	21.00	\$ 2,688.00
9	24" CMP. POLYMER COATED, 12GA STORM DRAIN	128	L.F.	45.50	\$ 5,824.00	30.06	\$ 3,847.68	36.50	\$ 4,672.00	35.00	\$ 4,480.00
10	28" CMP. POLYMER COATED, 12GA STORM DRAIN	184	L.F.	49.00	\$ 9,016.00	32.10	\$ 5,906.40	49.98	\$ 9,192.64	43.00	\$ 7,912.00
20	CONCRETE PAVED DITCH	1,078	S.Y.	45.00	\$ 48,510.00	45.75	\$ 49,318.50	41.00	\$ 44,198.00	45.00	\$ 48,510.00
21	SEEDING & MULCHING	25	ACRE	2,500.00	\$ 62,500.00	2,100.00	\$ 52,500.00	1,650.00	\$ 41,250.00	2,500.00	\$ 62,500.00
22	RIP RAP	10	TON	15.00	\$ 150.00	30.00	\$ 300.00	45.00	\$ 450.00	18.00	\$ 180.00
24	SILT FENCE	3,730	L.F.	5.00	\$ 18,650.00	1.00	\$ 3,730.00	3.00	\$ 11,190.00	4.00	\$ 14,920.00
25	BALED STRAW	100	BALE	10.00	\$ 1,000.00	7.00	\$ 700.00	10.00	\$ 1,000.00	10.00	\$ 1,000.00
26	ROCK DITCH CHECK	30	TON	15.00	\$ 450.00	20.00	\$ 600.00	15.00	\$ 450.00	18.00	\$ 540.00
27	CONSTRUCTION LAYOUT	1	L.S.	15,000.00	\$ 15,000.00	14,000.00	\$ 14,000.00	13,000.00	\$ 13,000.00	19,500.00	\$ 19,500.00
28	TRENCH & EXCAVATION SAFETY	1	L.S.	1,000.00	\$ 1,000.00	1,000.00	\$ 1,000.00	500.00	\$ 500.00	1.00	\$ 1.00
TOTAL AMOUNT BID					\$ 685,709.00		\$ 648,070.33		\$ 682,101.19		\$ 699,016.00

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNITS	Tom Lindsey Contractor, Inc.		F. P. Stevens Construction Co.		Paladino-Nash, Inc.		Bill River Construction, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SITE PREPARATION	1	L.S.	\$ 42,164.00	\$ 42,164.00	\$ 32,500.00	\$ 32,500.00	\$ 37,200.00	\$ 37,200.00	\$ 83,850.00	\$ 83,850.00
2	UNCLASSIFIED EXCAVATION	4,200	C.Y.	5.00	\$ 21,000.00	6.50	\$ 27,300.00	7.25	\$ 30,450.00	10.00	\$ 42,000.00
3	UNDERCUT & BACKFILL	15,130	C.Y.	13.20	\$ 199,716.00	12.80	\$ 193,664.00	13.50	\$ 204,255.00	12.50	\$ 189,125.00
4	EMBANKMENT	1,200	C.Y.	9.50	\$ 11,400.00	9.80	\$ 11,760.00	10.50	\$ 12,600.00	7.25	\$ 8,700.00
5	CRUSHED STONE BASE	9,815	TON	15.50	\$ 152,132.50	16.25	\$ 159,483.75	16.30	\$ 159,984.50	15.25	\$ 149,678.75
6	ASPHALT	2,700	TON	60.00	\$ 162,000.00	60.00	\$ 162,000.00	60.50	\$ 163,350.00	56.00	\$ 151,200.00
7	12" CMP. POLYMER COATED, 14GA STORM DRAIN	80	L.F.	19.80	\$ 1,584.00	17.00	\$ 1,360.00	25.50	\$ 2,040.00	22.00	\$ 1,760.00
8	15" CMP. POLYMER COATED, 14GA STORM DRAIN	128	L.F.	24.54	\$ 3,141.12	22.00	\$ 2,816.00	27.40	\$ 3,507.20	26.00	\$ 3,328.00
9	24" CMP. POLYMER COATED, 12GA STORM DRAIN	128	L.F.	43.00	\$ 5,504.00	46.00	\$ 5,888.00	36.20	\$ 4,633.60	48.00	\$ 6,144.00
10	28" CMP. POLYMER COATED, 12GA STORM DRAIN	184	L.F.	52.60	\$ 9,678.40	50.00	\$ 9,200.00	41.50	\$ 7,636.00	74.00	\$ 13,616.00
20	CONCRETE PAVED DITCH	1,078	S.Y.	40.25	\$ 43,389.50	40.50	\$ 43,659.00	38.75	\$ 41,772.50	37.50	\$ 40,425.00
21	SEEDING & MULCHING	25	ACRE	1,842.50	\$ 18,425.00	1,850.00	\$ 18,500.00	1,850.00	\$ 18,500.00	1,650.00	\$ 16,500.00
22	RIP RAP	25	TON	55.00	\$ 550.00	30.00	\$ 300.00	29.50	\$ 295.00	28.50	\$ 285.00
24	SILT FENCE	3,730	L.F.	2.75	\$ 10,257.50	3.75	\$ 13,987.50	3.15	\$ 11,749.50	8.50	\$ 31,425.00
25	BALED STRAW	100	BALE	11.00	\$ 1,100.00	10.70	\$ 1,070.00	8.95	\$ 895.00	12.00	\$ 1,200.00
26	ROCK DITCH CHECK	30	TON	40.00	\$ 1,200.00	20.00	\$ 600.00	35.00	\$ 1,050.00	23.00	\$ 529.00
27	CONSTRUCTION LAYOUT	1	L.S.	18,000.00	\$ 18,000.00	16,200.00	\$ 16,200.00	12,500.00	\$ 12,500.00	23,000.00	\$ 23,000.00
28	TRENCH & EXCAVATION SAFETY	1	L.S.	1,000.00	\$ 1,000.00	1.00	\$ 1.00	1.00	\$ 1.00	1,000.00	\$ 1,000.00
TOTAL AMOUNT BID					\$ 699,827.02		\$ 700,749.25		\$ 712,861.80		\$ 745,304.25

June 4, 2007

Mayor Tab Townsell
1201 Oak Street
Conway, AR 72032

RE: June 12, 2007 - City Council Agenda Item – Columbia Drive Traffic Calming

Dear Mayor Townsell:

Regarding the agenda for the upcoming June 12th City Council Meeting we wanted to make sure that our issue/request was on the docket for review and subsequent approval. To summarize, Mary Smith and Mike Kershaw chatted on the evening of May 10th and according to her we were all set to go for June 12th. We are appreciative of the fact that the cost of construction will not exceed \$850.00 per "speed bump" and that we would not have to wait until other similar city approvals are given before construction is to begin on Columbia Drive.

The members of the Traffic Calming Committee + other concerned neighbors will be in attendance on June 12th to respond to any questions that the council may have. You, along with others (Mary Smith & Ronnie Hall) should have sufficient documentation to place our issue/request on the upcoming agenda.

Should you need any additional information please let us know and we will provide prior to the meeting. If we do not hear back from you we will assume that all is in order and we will see everyone on June 12th

Sincerely,

Columbia Drive – Royal Oaks Subdivision – Traffic Calming Committee
Mike Kershaw, Steve Jones, Mike Prall

cc: Ms Mary Smith
Mr. Ronnie Hall



CITY OF CONWAY
SANITATION DEPARTMENT

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

6B-1

Cheryl Harrington
Director

May 31, 2007

Mayor Tab Townsell
City Hall
1201 Oak Street
Conway, AR 72032

Re: Hook-Lift Truck

Dear Mayor Townsell,

Bids were submitted at 10:00 am, Thursday, May 24, 2007 at City Hall for a Hook-Lift Truck. Three bids were submitted:

RDK	Option #1 \$119,400.00	Option #2 \$119,400.00
	<u>-\$12,000.00</u>	<u>-\$12,000.00</u>
	\$107,400.00	\$107,400.00
Downing Sales	Option #1 \$126,381.00	Option #2 \$126,381.00
	<u>-\$5,000.00</u>	<u>-\$1,750.00</u>
	\$121,381.00	\$124,631.00
Barloworld Inc.	Option #1 \$127,006.00	Option #2 \$127,006.00
	<u>-\$2,500.00</u>	<u>-\$1,250.00</u>
	\$124,506.00	\$125,756.00

I recommend the bid from RDK for \$119,400.00 less \$12,000.00 for Trade-In for a total bid of \$107,400.00.

Please advise if you have questions or need additional information

Sincerely,

Cheryl Harrington
Sanitation Director

City of Conway - Sanitation Dept
Hook-lift Roll-off Truck
Cab and Chassis
Bid Number: 2007-35
Bid Opening Date: May 24, 2007

Total bid/ Hooklift Rolloff Truck Cab and Chassis \$ 119,400.00

Trade In Option 1 \$ 12,000.00 **

Trade In Option 2 \$ 12,000.00 *

Total bid amount \$ 95,400.00

Estimated Delivery date (if applicable) 60 Days ARO

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

RDK Municipal Truck Center, Inc.

Company Name

David B. Lance

Company Representative Name

David B. Lance

Representative's Signature

3214 Adamo Drive

davelance@rdk.com

Address

Email Address

Tampa

Florida

33605

City

State

Zip

(866)735-6098/(813)241-0711

(813)241-0414

Telephone Number

Fax Number

May 23, 2007

Date

City of Conway - Sanitation Dept
Hook-lift Roll-off Truck
Cab and Chassis
Bid Number: 2007-35
Bid Opening Date: May 24, 2007

Total bid/ Hooklift Rolloff Truck Cab and Chassis \$ 127,006.⁰⁰

Trade In Option 1 \$ 2500.⁰⁰

Trade In Option 2 1,250.⁰⁰

Total bid amount \$ 127,006.⁰⁰


Estimated Delivery date (if applicable) 75 - 90 days

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

Barloworld Truck Center
Company Name

Tommy Lawrence
Company Representative Name


Representative's Signature

11700 Valentine Road + Lawrence @ Conway Corp. net
Address Email Address

North Little Rock AR 72117
City State Zip

501-955-3200 501-907-2066
Telephone Number Fax Number

5-22-07
Date

City of Conway - Sanitation Dept
Hook-lift Roll-off Truck
Cab and Chassis
Bid Number: 2007-35
Bid Opening Date: May 24, 2007

Total bid/ Hooklift Rolloff Truck Cab and Chassis \$ 126,381.00

Trade In Option 1 Complete Unit \$ 5,000.00

Trade In Option 2 Chassis Only \$ 1,750.00

Total bid amount Before Trade \$ 126,381.00

Estimated Delivery date (if applicable) Approximately 45-60 Days ARO

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

Downing Sales & Service, Inc.

Company Name

Daniel Ellison, Sales Representative

Company Representative Name

Daniel Ellison

Representative's Signature

3 Indigo Road

downing@downingsales.com

Address

Email Address

Phillipsburg

MO

65722

City

State

Zip

(888) 589-6227

(417) 589-6753

Telephone Number

Fax Number

May 22, 2007

Date



CITY OF CONWAY
SANITATION DEPARTMENT

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

6B-2

Cheryl Harrington
Director

June 7, 2007

Mayor Tab Townsell
City Hall
1201 Oak Street
Conway, AR 72032

Re: Equipment Repairs on a D5 Dozer

Dear Mayor Townsell,

Bids were submitted at 10:00 am, Wednesday June 6, 2007 at City Hall for Equipment Repairs on a D5 Dozer. Two bids were submitted:

HeavyQuip Parts & Service	\$48,855.37
Riggs	\$72,559.09

I recommend the bid from HeavyQuip for \$48,855.37. It was the bid that met or exceeded all specifications that we required.

Please advise if you have questions or need additional information

Sincerely,

Cheryl Harrington
Cheryl Harrington
Sanitation Director

City of Conway - Sanitation Dept

Bid Number: 2007-38

Bid Opening Date: June 6, 2007

Bid price equipment repairs

D5 Dozer:

\$ 48,855³¹

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

HEAVYQUIP PARTS AND SERVICE OF ARK.

Company Name

CHARLES W. DEARING

Company Representative Name

Charles W. Dearing

Representative's Signature

PO Box 992

Address

B.DEARING@HEAVYQUIP.COM

Email Address

MARBLEVALE

City

ARKANSAS

State

72103-0992

Zip

1-800-482-5967

Telephone Number

501-455-3170

Fax Number

JUNE 6, 2007

Date

HEAVYQUIP

HEAVY EQUIPMENT PARTS & SERVICE

pg. 1

QTY	PART #	DESCRIPTION	PRICE	EXT
1	4P9294RB	REMAN LONG BLOCK	6243.75	6243.75
1	8E9117RB	REMAN TRANSMISSION	11875	11875
1	7T4308RB	REMAN TORQUE CONV	3125	3125
1	7W0637RB	REMAN FUEL SYSTEM	1500	1500
1	6I2501	ELEMENT AS - PRIMARY	47.11	47.11
1	6I2502	ELEMENT AS - SECOND	44.04	44.04
1	1028398	GSK KIT - HYD CONTROL	50.17	50.17
1	1383069	GSK KIT - REAR STRUCT	53.51	53.51
1	1471012	GSK KIT - TORQUE CON	61.27	61.27
1	1700564	WATER PUMP RB KIT	60.91	60.91
1	1746836	GSK KIT - TRANS FILTER	20.99	20.99
1	1969988	BEARING-SLEEVE	8.01	8.01
1	1950302	BEARING-SLEEVE	11.84	11.84
1	6I1346	PUMP GRP-ENGINE OIL	394.25	394.25
1	2084836	WATER PUMP INST KIT	8.56	8.56
1	1316645	HOSE	7.29	7.29
1	7N0200	GASKET	1.55	1.55
1	3L1425	BALL BEARING	11.07	11.07
1	5S2106	SEAL-LIP	4.65	4.65
1	8H9789	BALL BEARING	8.72	8.72
1	7M4705	V-BELT SET	46.23	46.23
44	5P1262	HOSE STOCK PER CM	0.55	24.2
1	6V0616	GSK KIT - TURBO INST	9.81	9.81
4	9W6630	MOUNT ASSY	27.15	108.6
1	1R0750	FILTER AS-FUEL	12.49	12.49
1	1118010	REGULATOR	27.01	27.01
1	7N0944	GASKET	1.77	1.77
1	6N6236	HOSE	17.51	17.51
1	8D5096	SEAL-O-RING	7.83	7.83
6	3K0360	SEAL-O-RING	0.49	2.94
2	3W0203	SEAL	14.38	28.76
2	3W4404	SEAL RING	18.78	37.56
2	4M5858	BALL BEARING	159.34	318.68
2	4S8538	BALL BEARING	82.15	164.3
8	6Y5692	PLATE-BRAKE	52.89	423.12
6	6Y9372	DISC	64.39	386.34
2	7G9224	RING-SEAL	20.51	41.02
2	4S8546	BALL BEARING	104.43	208.86
2	8G2192	SEAL-RING	14.04	28.08
6	8G2194	RING-SEAL	59.96	359.76

HEAVYQUIP

pg. 2

HEAVY EQUIPMENT PARTS & SERVICE

12	8G4510	PLATE-CLUTCH	37.48	449.76
2	8M4438	SEAL-O-RING	0.83	1.66
10	9N4617	DISC	28.27	282.7
1	1P1195	HOSE	10.98	10.98
1	1R0739	FILTER AS-ENGINE OIL	9.77	9.77
1	8T1606	SINGLE CYL HEAD KIT	121.91	121.91
1	8T9483	GSK KIT - OIL COOLER	15.41	15.41
1	8T9486	GSK KIT - CTRL & LOWR	49.75	49.75
1	8T9506	GSK KIT - TRANS PUMP	22.82	22.82
1	1R0719	ELEMENT-FILTER	10.8	10.8
1	9X8563	GSK KIT - FRONT STRUC	57.24	57.24
2	3P7019	SEAL	4.14	8.28
2	3K1432	RING-SEAL	3.82	7.64
1	8E9567	SHAFT ASSY.	1881.35	\$1,881.35
2	7X2798	SEAL KIT-LIFT	67.42	134.84
2	8T1370	SEAL KIT-ANGLE	67.59	135.18
1	7X2658	SEAL KIT-TILT	98	98
1	7N4651	TURBOCHARGER GRP	937.78	937.78
76	CR5450/22	D5H SINGLE GROUSER	32.94	\$2,503.44
2	CR5451/22	D5H MASTER SGL GR	32.94	65.88
304	6V1792	3/4" TRACK BOLT	1.25	380
304	1S1860	3/4" TRACK NUT	0.6	182.4
31	30WT-LRA	30WT OIL (TRANS)	7.83	242.73
4	10WT-LRA	10WT OIL (HYDRAULIC)	7.83	31.32
4	90WT-LRA	90WT OIL (FINAL DRIVE)	13.6	54.4
5	15W40-LRA	15W40 OIL (ENGINE)	9.74	48.7
4	8C3684	ANTIFREEZE	10.57	42.28
4	1070719	SML BOLT	2.84	11.36
4	1061642	SML BOLT	2.02	8.08
1	HAULING	PICKUP & DELIVERY	1200	1200
1	FREIGHT	INBOUND FREIGHT	1600	1600
1	LABOR	TOTAL LABOR	10075	10075

SUBTOTAL: 46054.59

TAXES: 2800.78

TOTAL: 48855.37

Warranties

Reman Engine: 6 months (Parts & Labor)

Reman Transmission & Torque Converter: 1 year (Parts & Labor)



Quote

06/05/07

Bid 2007-38
 CITY OF CONWAY (SANITATION)
 CONWAY, AR.

We are pleased to make the following repair proposal:

D5H ENGINE, TRANSMISSION, T.Q.
 Machine Model **D5HXL** S/N **8RJ05012**

The following items are included in this quote:

	<u>COST</u>
Clean Machine	\$ 896.00
Radiator - Remove and install	\$ 664.00
Radiator - clean from outside vendor	\$ 850.00
Engine - Remove and install	\$ 1,445.00
Engine - Recondition	\$ 19,314.33
Engine - mounts	\$ 282.04
Engine - fan belts and hoses	\$ 144.89
Transmission - Remove and install transmission	\$ 843.40
Transmission - recondition	\$ 17,081.00
Transmission - pump	\$ 3,044.96
Torque Converter - Remove and install	\$ 1,045.73
Torque Converter - recondition	\$ 7,849.88
Transmission Oil Pump - Remove and install	\$ 637.00
Reseal and Hone Tilt cylinder	\$ 584.20
Reseal and Hone Angle cylinders	\$ 974.20
Remove Supply and install Track Shoes 24" moderate service	\$ 4,686.14
Remove and Install - track assemblies	\$ 417.00
Transmission Oil Cooler - Replace with exchange unit	\$ 825.22
Remove and Install - Transmission oil cooler	\$ 267.00
Transport Machine from Conway to LR (both ways)	\$ 930.00
Hydraulics pressure check system	\$ 438.00
Purchase main driveshaft to transmission	\$ 947.37
Remove and Install Lift cylinders	\$ 957.56
Remove and Install Tilt cylinder	\$ 559.39
Remove and Install Angle cylinders	\$ 475.00
Reseal and Hone Lift Cylinders	\$ 2,257.76
Sales Tax and Local Tax	\$ 4,142.02
Total Cost	\$72,559.09

Engine, Transmission, and Torque Converter shall carry a 24 months/2,000 hours whichever occurs first parts and labor warranty. Owner shall be responsible for a \$150.00 deductible per warranty repair after the Caterpillar, Inc., warranty has expired. Field Service travel and Transportation hauling fees are not included in this warranty. Scheduled Oil Sampling (SOS) program through Riggs Cat is required for this warranty. Customer is responsible for taking oil samples and sending to Riggs Cat. Estimated time to complete work and return machine is estimated at 18 working days.

We appreciate your consideration of this proposal. It is made for your acceptance on or before: 08/05/07

Sincerely,

Todd James 501-517-7765

Product Support Sales Representative

REPAIR SPECIFICATIONS

CLEAN MACHINE

EXCLUDES: EXTREMELY DIRTY MACHINES OR LANDFILL MACHINES

REMOVE AND INSTALL RADIATOR

INCLUDES: LABOR TO REMOVE AND INSTALL RADIATOR, DRAIN, AND REFILL COOLANT

EXCLUDES: ANY REPAIRS TO RADIATOR OR OTHER COMPONENTS, AND ANY OTHER PARTS SUCH AS HOSES, CLAMPS, ETC.

REPLACE GASKETS AND SEALS-RADIATOR

INCLUDES: LABOR TO DISASSEMBLE AND ASSEMBLE RADIATOR, SEALS FOR CORES AND GASKETS FOR MAIN WATER TUBES TO TANKS

EXCLUDES: HOSES, COOLANT, COOLANT CONDITIONER AND HARDWARE THAT MIGHT BE NEEDED AFTER DISASSEMBLY.

REMOVAL AND INSTALLATION OF RADIATOR.

REMOVE AND INSTALL ENGINE

INCLUDES: LABOR TO REMOVE AND INSTALL ENGINE FROM MACHINE, INCLUDING RADIATOR AND FAN ASSEMBLY IF REQUIRED.

SEALS AND GASKETS NECESSARY TO INSTALL ENGINE.

EXCLUDES: HOSES, MOUNTS, OR ANY OTHER PARTS NOT LISTED UNDER "INCLUDES".

RECONDITION ENGINE

RECONDITION ENGINE USING GENUINE CAT PARTS

INCLUDES (IF APPLICABLE)

INSTALL NEW: BEARINGS, GASKETS, SEALS, CAT DEO OIL, CAT OIL AND FUEL FILTERS, COOLANT FILTER (IF EQUIPPED), AND REMAN CAT OIL COOLER CORE.

RECONDITION OR REPLACE, ACCORDING TO CATERPILLAR REUSABILITY GUIDELINES

CYLINDER HEAD(S), CYLINDER KITS, TURBOCHARGER(S), ENGINE OIL PUMP, FUEL INJECTION VALVES/NOZZLES, FUEL INJECTION PUMP/GOVERNOR, FUEL RATIO CONTROL VALVE, WATER PUMP, FAN DRIVE/IDLER, OIL FILTER BASE, VALVE TRAIN COMPONENTS

OTHER LABOR OPERATIONS: DYNAMOMETER TEST ENGINE, CLEAN, AND PAINT

DOES NOT INCLUDE:

ANY PARTS, LABOR OPERATIONS, MACHINING, OR WELDING NOT SPECIFIED ABOVE.

ADDITIONAL CHARGES FOR DAMAGED, MISSING, OR OTHERWISE UNUSABLE PARTS AND/OR DAMAGED CORE CHARGES.

ADDITIONAL CHARGES FOR SALVAGE OR REPLACEMENT OF HOUSINGS, CASTINGS, SHAFTS, GEARS, OR OTHER MAJOR PARTS OR ACCESSORY PARTS NOT LISTED ABOVE.

REMOVE AND INSTALL TRANSMISSION, BEVEL, AND TRANSFER GEARS

INCLUDES: LABOR TO REMOVE AND INSTALL TRANSMISSION, BEVEL, AND TRANSFER GEARS ONLY.

DOES NOT INCLUDE: ANY REPAIRS OR PARTS OTHER THAN SEALS, GASKETS, AND HARDWARE TO R/I.

REBEARING AND RESEAL TRANSMISSION, BEVEL, AND TRANSFER GEAR

INCLUDES: LABOR TO DISASSEMBLE, CLEAN, INSPECT, ASSEMBLE AND BENCH TEST THE TRANSMISSION, BEVEL GEAR.

NEW BEARINGS AND SEALS.

EXCLUDES: ANY DAMAGED, WORN, OR OTHERWISE UNUSABLE PARTS NOT LISTED ABOVE. ADDITIONAL CHARGES FOR SALVAGE OR REPLACEMENT OF DAMAGED OR WORN PARTS, OIL, AND OTHER CONSUMABLES.

REMOVE AND INSTALL TORQUE CONVERTER ONLY.

INCLUDES SEALS, GASKETS, AND PILOT BEARING AND RACES.

DOES NOT INCLUDE OIL AND ANY REPAIRS OR HOSES.

REBEARING AND SEAL TORQUE CONVERTER

INCLUDES: NEW BEARINGS, SEALS, GASKETS, RINGS, AND LABOR TO DISASSEMBLE, CLEAN, INSPECT, AND ASSEMBLE TORQUE CONVERTER & ASSOCIATED VALVES.

DOES NOT INCLUDE:

REPAIR OR REPLACEMENT OF ANY PARTS OTHER THAN THOSE LISTED ABOVE. REMOVAL AND INSTALLATION

REMOVE AND INSTALL FINAL DRIVE, STEERING & BRAKES

REMOVE & INSTALL FINAL DRIVE, STEERING CLUTCH AND BRAKE (BOTH SIDES)

EXCLUDES: OIL AND OTHER CONSUMABLES.

REBEARING AND SEAL STEERING AND BRAKE

INCLUDES: NEW BEARING AND SEALS, LABOR TO DISASSEMBLE, CLEAN, INSPECT, ASSEMBLE, AND BENCH TEST.

DOES NOT INCLUDE: REPAIR/REPLACEMENT OF ANY PARTS OTHER THAN THOSE LISTED ABOVE. REMOVAL/INSTALLATION.

REBEARING AND SEAL FINAL DRIVE

INCLUDES: NEW BEARINGS, SEALS AND GASKETS, *LABOR TO DISASSEMBLE, CLEAN, INSPECT, ASSEMBLE.

DOES NOT INCLUDE:LABOR TO SALVAGE OR REPAIR PARTS OR TO INSTALL. REPLACEMENT OF ANY PARTS OTHER THAN THOSE LISTED ABOVE.

OIL AND OTHER CONSUMABLES. REMOVAL / INSTALLATION

REMOVE AND INSTALL STEERING & BRAKE CONTROL

LABOR FIGURED AT POWERTRAIN REBUILD TIME WHILE OTHER COMPONENTS ARE OFF MACHINE.

REBEARING AND SEAL STEERING AND BRAKE CONTROL

INCLUDES: LABOR, BEARINGS, AND SEALS ONLY.

EXCLUDES: ANY WORN, DAMAGED OR OTHERWISE UNUSABLE PARTS, OR MISSING PARTS.

ANY SALVAGE LABOR , REMOVAL AND INSTALLATION FROM MACHINE.

REMOVE AND INSTALL TRANSMISSION OIL PUMP

LABOR FIGURED AT POWERTRAIN REBUILD TIME WHILE OTHER COMPONENTS ARE OFF MACHINE.

REBEARING AND SEAL TRANSMISSION OIL PUMP

LABOR, BEARINGS AND SEALS ONLY TO DISASSEMBLE, CLEAN, INSPECT, AND ASSEMBLE PUMP.

EXCLUDES: ANY WORN, DAMAGED MISSING OR OTHERWISE UNUSABLE PARTS.

ANY SALVAGE LABOR OR REMOVE AND INSTALL FROM MACHINE.

REBEARING AND SEAL DIFFERENTIAL STEERING MOTOR

INCLUDES: LABOR, BEARINGS, AND SEALS ONLY.

EXCLUDES: ANY WORN, DAMAGED OR OTHERWISE UNUSABLE PARTS, OR MISSING PARTS.

ANY SALVAGE LABOR , REMOVAL AND INSTALLATION FROM MACHINE.

REMOVE AND INSTALL DIFFERENTIAL STEERING PUMP

LABOR FIGURED AT POWERTRAIN REBUILD TIME WHILE OTHER COMPONENTS ARE OFF MACHINE.

REBEARING AND SEAL DIFFERENTIAL STEERING PUMP

INCLUDES: LABOR, BEARINGS, AND SEALS ONLY.

EXCLUDES: ANY WORN, DAMAGED OR OTHERWISE UNUSABLE PARTS, OR MISSING PARTS.

ANY SALVAGE LABOR , REMOVAL AND INSTALLATION FROM MACHINE.

Memorandum

To: Cheryl Harrington
From: Jason Murphy
Date: 6/7/2007
Re: Replacement of D-5 Dozer

I looked in to your request on getting an estimate on replacement of the D-5H XL Dozer. The replacement cost of the D-5N XL would be \$129,250.00 it would come with a standard warranty of 3 years or 5000 hours. Caterpillar would most likely give us the highest amount of trade-in value for existing machine. There are other Makes and Models of dozers that are equivalent in size (see attachment) that may be considered as an applicable replacement.

If replacement of our D-5 is a more viable option than the necessary repairs that has already been bid out serious consideration should be weighed to getting an enclosed cab.

D-5's primary use is maintaining haul roads which becomes more of a problem in inclement weather. Its secondary use is to cover, repair leachate leaks, and to keep all areas of landfill within ADEQ's operational guidelines. The D-5 is used everyday in landfill operations this subjects the operator to the environment associated with the landfill such as wind-blown or friable waste, dust, heat, and also precipitation. The operator of this machine does not have the options of waiting for better weather to make haul roads traversable.

Manufacturer Model	Caterpillar D5N XL	John Deere 700J XLT	Case 1150K	Komatsu D51EX-22
Engine				
net HP @ rated RPM	121 (90) @ 2000	115 (86) @ 2100	118 (88) @ 2200	130 (97) @ 2200
# of Cylinders and Displacement cu in. (L)	6 - 442 (7.2)	6 - 414 (6.8)	6 - 411 (6.7)	6 - 408 (6.9)
Transmission				
Type	Powershift w / torque coverter	Hydrostatic	Hydrostatic	Hydrstatic
Speed Ranges				
Forward	5X5 6.15 (9.9)	Infinite 5.5 (8.9)	Infinite 6 (9.7)	Infinite 5.6 (9.0)
Reverse	7.33 (11.8)	5.5 (8.9)	6 (9.7)	5.6 (9.0)
Undercarriage				
Track Gauge in.	70"	70"	70"	70"
Length of track on ground in.	94"	102"	102"	108"
Std. Grouser in.	22"	22"	24"	25"
Ground Pressure PSI	6.88	5.9	5.7	6.4
No. of track rollers	7	7	7	7
Dozer				
Blade Width in	121"	120"	120"	120"
Blade Height in	43.7"	39"	44"	44"
SAE Blade Capacity cu. yd	3.4	3.44	3.8	3.5
Blade lift Height in	36.7"	39"	38"	44"
Dimensions				
Height w/ROPS in.	118"	120.2"	112"	125"
Length w/ Dozer	180"	188"	198"	188"
Ground Clearance in.	14.9"	15"	14.9"	15.2"
SAE Operating Weight	28,082	26,790	27,858	27,778
Estimated Cost Open ROPS	\$129,250.00	\$132,435.00	\$114,000.00	\$130,000.00
With CAB				\$145,000.00
Warranty	3 Years or 5000 Hours	12 months Full warranty	12 months Full warranty	12 months Full warranty unlimited Hours



CITY OF CONWAY
SANITATION DEPARTMENT

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

Cheryl Harrington
Director

June 7, 2007

Mayor Tab Townsell
City Hall
1201 Oak Street
Conway, AR 72032

Re: Self-Contained Compactor

Dear Mayor Townsell,

Bids were submitted at 10:00 am, Wednesday June 6, 2007 at City Hall for a Self-Contained Compactor. Three bids were submitted. After talking with Dennis at UCA, they are undecided at this time on what they would like to do about their compactor. He apologizes for any misunderstanding.

Please advise if you have questions or need additional information.

Sincerely,

Cheryl Harrington
Sanitation Director

City of Conway – Sanitation Dept
Bid Number: 2007-39 (Self Contained Compactor)

Bid Opening Date: Wednesday, June 6th, 2007

Bid price for Self Contained Compactor \$ 19,443.65*
*See Description Below

Unsigned bids will be rejected:
Authorized Agent Bidding on this project:

Downing Sales & Service, Inc.
Company Name

Daniel Ellison
Company Representative Name


Representative's Signature

<u>3 Indigo Road</u>	<u>downing@downingsales.com</u>
Address	Email Address
<u>Phillipsburg</u>	<u>MO</u>
City	State
<u>417-589-6227</u>	<u>65722</u>
Telephone Number	Zip
	<u>417-589-6753</u>
	Fax Number
<u>5/31/07</u>	
Date	

ESTIMATED DELIVERY: 4-5 WEEKS AFTER RECEIPT OF ORDER

Cram-A-Lot SC-T2-30	
30 Yard Self Contained Compactor	\$ 14,387.50
No Hopper	
75% Full Light	281.25
Pressure Gauge on 15'	108.75
Guide Islands 10' w/Stops	390.00
Hook Lift Understructure w/Double End P/U	1,230.00
Controls on 15'	221.25
Tri Volt (208, 230 or 460/3 Phase)	71.25
Freight to Conway, AR	400.00
Installation	1,200.00
Arkansas Sales Tax	1,153.65
Total:	\$ 19,443.65

City of Conway - Sanitation Dept
Bid Number: 2007-39 (Self Contained Compactor)
Bid Opening Date: Wednesday, June 6th, 2007

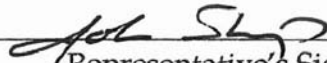
Bid price for Self Contained Compactor * \$ 12,990 (Rebuilt)

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

QLH Equipment / Linn Paper Stock
Company Name

John Sharp
Company Representative Name


Representative's Signature

PO Box 372
Address

Mabelvale AR 72103
City State Zip

479-751-5466 479-927-0370
Telephone Number Fax Number

5/30/07
Date

* Price as specified in bid specs.
Any options added are not included in price.
Price includes Freight & TAX

City of Conway - Sanitation Dept
Bid Number: 2007-39 (Self Contained Compactor)
Bid Opening Date: Wednesday, June 6th, 2007


Bid price for Self Contained Compactor * \$ 17,900 (New)

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

QHL Equipment / Linn Paper Store
Company Name

John Sharp
Company Representative Name


Representative's Signature

PO Box 372 Address JohnSharp@LinnPaper.com Email Address

Mabelvale City AR State 72103 Zip

479-751-5466 Telephone Number 479-927-0370 Fax Number

5/30/07
Date

* Price as specified in bid specs.
Any options added are not included in price.
Price includes freight & tax.

ORDINANCE NO. O-07-___

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

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

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

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

SECTION 1. The City of Conway shall waive the requirement for obtaining bids for contracted services in conjunction with the City Landfill's EPA and ADEQ groundwater monitoring, statistical analysis of groundwater data and quarterly gas probe monitoring and shall enter into an agreement with Terracon Consultants, Inc. for said services at a price of \$23,014.

SECTION 2. The Mayor is hereby authorized to accept the proposal from Terracon Consultants, Inc. dated April 25, 2007.

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 12th day of June, 2007.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



11400 West Baseline Road
Little Rock, Arkansas 72209
Phone 501.455.2199
Fax 501.455.4547

April 25, 2007

Ms. Cheryl Harrington
City of Conway Sanitation
P.O. Box 915
Conway, AR 72033

SUBJECT: Contract Renewal Proposal for Groundwater Sampling, Gas Monitoring, Leachate Sampling, and Statistical Evaluation at the City of Conway Landfill. Terracon Proposal No. P35070102

Dear Ms. Harrington:

Introduction

Terracon Consultants, Inc. (Terracon) is pleased to present the following proposal for continued groundwater sampling and analytical costs, leachate sampling, gas monitoring, and statistical analysis reporting services for the City of Conway Landfill. Terracon's staff includes professionals that have over 20 years of experience with the Solid and Hazardous Waste Divisions at the state and federal level. Terracon is experienced in dealing with regulatory agencies at all levels and will be happy to act on behalf of the City of Conway in matters associated with groundwater or gas issues.

This proposal details the scope of work that was prepared in accordance with Chapter 12 (Groundwater Monitoring and Corrective Action) and Chapter 22.415 (Explosive Gas Control) of Regulation 22 – Solid Waste Management Rules from the Arkansas Department of Environmental Quality (ADEQ).

The scope of work is presented in the following three separate tasks:

Scope of Work

TASK 1 ⇒ *Groundwater Sampling*

Terracon understands that the landfill has six, two-inch diameter monitoring wells utilized for groundwater sampling. In addition to the groundwater samples, a composite leachate sample will be collected in accordance with the Arkansas Department of Environmental Quality (ADEQ) Regulation 22. Regulation 22 requires that a leachate sample be collected and analyzed for the list groundwater parameters during each groundwater sampling event. In addition, two leachate samples will be collected from the East and West leachate tanks to satisfy the city's wastewater permit. Prior to arriving on site for actual sampling activities, Terracon will perform the following services:

- | |
|--|
| <ol style="list-style-type: none">1. Notify the Site Manager 10 days prior to the sampling date,2. Coordinate the sampling event with the testing laboratory, and3. Check all Laboratory containers for accurate labeling and preservation. |
|--|

The standard Terracon sampling plan will be followed during each sampling event, which consists of the following:

- Recording groundwater levels,
- Micro-purging each well or purge the well of 3 casing volumes,
- Establishing field parameters (pH, conductivity, temperature, and turbidity),
- Obtaining samples in the supplied containers in the prescribed order,
- Packaging the samples for shipment,
- Completing all chain of custody information, and
- Completing detailed well sampling records for each well.

Actual sampling will always be completed within 24 hours of the purging process at each well.

In addition to the samples collected from each well, Terracon anticipates collecting a field blank, duplicate, and equipment blank during each sampling event for QA/QC purposes. A trip blank will be supplied by the laboratory according to standard operating procedures.

Sampling records will include:

- *Name of Project,*
- *Sampling Date and Time,*
- *Weather Conditions,*
- *Monitoring Well Condition,*
- *Decontamination of Field Equipment,*
- *Water Depth,*
- *Total Depth of Well,*
- *Water Condition,*
- *Well Evacuation,*
- *Sample Extraction Method, and*
- *Field Measurements.*

The laboratory will provide all sampling containers, preservatives, and the appropriate number of ice chests for the site, as coordinated by the Terracon field representative. The Terracon field representative will deliver the samples to the laboratory upon completion of the sampling event. Ice will be provided by Terracon for preservative, as required. The samples will consist of 10 groundwater samples (including a duplicate sample and field, equipment, and trip blanks) and 3 leachate samples. The analytical costs associated with the various sampling media (groundwater, QA/QC, and leachate) are included in the Task 1 cost estimate.

Compensation

Terracon Labor/ Expenses (Per Event, Lump Sum)	\$1,850.00
Laboratory Costs (Per Event, Lump Sum)	\$ 4587.00
Total Cost for Completing 2 Events (1 year)	\$12,874.00

TASK 2 ⇒ Statistical Analysis and Reporting

Terracon will perform the statistical analysis of the groundwater data in accordance with State and Federal guidelines, utilizing approved statistical analysis and computer software packages. Statistical analysis will include provisions for adjusting the data set for outliers and seasonal variability in accordance with EPA guidance. Upon completion of the analysis, Terracon will interpret the results and identify whether there is significant statistical evidence of contamination. If there is evidence of significant statistical contamination, the facility will be notified within 14 days.

Reporting

Terracon will prepare semi-annual reports for the facility, which will include a summary of the results of the groundwater sampling events, statistical analysis, and identification of conclusions and recommendations. It typically takes Terracon approximately one month to process the data and generate the semi-annual report. Upon completion of statistical analysis, Terracon will prepare and submit a draft groundwater quality report to the City of Conway for review. Upon receipt of the reviewed comments from the City of Conway, Terracon will prepare a final report for submittal to the city and ADEQ. Each groundwater report prepared by Terracon will provide a location map of the groundwater monitoring system, a potentiometric map, QA/QC comparisons, constituents for detection monitoring, conclusions concerning the recent evaluation, and a summary of the corresponding sampling event.

Compensation

Cost for Completing Statistical Report (Per/Event Lump Sum)	\$3,820.00
Total Cost for Completing 2 events (1 year, Lump Sum)	\$7,640.00

TASK 3 ⇒ Gas Monitoring and Reporting

This task will consist of the work required to perform quarterly gas probe monitoring and the monitoring of the buildings located on the site in accordance with the site's Explosive Gas Monitoring Plan.

Terracon will provide a qualified technician to perform the gas probe monitoring. A GasTech or GasData portable methane analyzer or equivalent will be used to monitor the gas probes and buildings in accordance with the facility's Explosive Gas Monitoring Plan. Two of the events will be performed during the two scheduled semi-annual groundwater monitoring events and two events will be performed as gas monitoring events only. Upon conclusion of the field activities, Terracon will prepare a report outlining the findings of the gas monitoring event. City of Conway personnel will be verbally notified of any exceedance prior to Terracon's departure from the site. The results will also be submitted to the city in a letter report following each of the quarterly monitoring events.

Compensation

The costs presented below include both the monitoring and reporting costs associated with each type of event.

Cost For Gas Monitoring (during GW sampling event)	\$500.00/event
Cost For Gas Monitoring only	\$750.00/event
Total Yearly Cost for Four Gas Monitoring Events	\$2,500.00/year

Note: Two Gas Monitoring events will be performed in conjunction with groundwater sampling events and two events will be performed as Gas Monitoring Only events.

In summary, Terracon proposes to collect samples from the facility's groundwater wells and leachate tanks on a semi-annual basis, coordinate analyses with the subcontracted laboratory, conduct gas monitoring from perimeter gas probes and buildings on a quarterly basis (includes letter report), and prepare semi-annual groundwater reports (includes a statistical evaluation of the current and historical data) for a lump sum cost of **\$23,014.00 per year.**

Terracon looks forward to providing the services presented above and working with the City of Conway Landfill. If this proposal is acceptable, please sign the attached Task Order to the Agreement for Services between the City of Conway and Terracon. If you have any questions regarding this proposal, please do not hesitate to contact us.

Sincerely,

Terracon



Stacie Whitmer, R.E.M.
Project Manager



Dan McCullough, P.G.
Groundwater Department Manager


Enclosed: Agreement for Services

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Conway ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the City of Conway Landfill Groundwater Sampling, Gas Monitoring, Leachate Sampling, and Statistical Evaluation project ("Project"), as described in the Project Information section of Consultant's Proposal dated April 25, 2007 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall defend, indemnify, and hold harmless the other, their agents, and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Consultant so Consultant can perform these Services. Consultant shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.
- 18. Termination.** Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

Consultant: Terracon Consultants, Inc.
By:  Date: 4-25-07
Name/Title: Mark Witherspoon/Office Manager
Address: 11400 West Baseline Road
Little Rock, Arkansas 72209
Phone: 501.455.2199 Fax: 501.455.4547

Client: City of Conway
By: _____ Date: _____
Name/Title: Cheryl Harrington, Director
Address: 4550 Highway 64 West
Conway, AR 72033
Phone: (501) 450-6155 Fax: (501) 450-6157

Agreement Reference Number (Terracon Proposal or Project Number): P35070102

Memo

To: Mayor Townsell
Cc: Conway City Council
From: Brian Knopp
Date: 05/30/07
Re: Acceptance of Bid

The Conway Parks Department recently opened bids on May 24th, 2007 for the sports photo package for the youth baseball program. We received four (4) bids:

- 1) School Portrait Group- \$15.00 per package
- 2) Faulkner County Photo- \$18.00 per package
- 3) Legends Sports Photography- \$25.00 per package
- 4) The Portrait Center - \$25.00 per package

We are requesting the City Council to accept the low bid from School Portrait Group.



Memo

To: Mayor Tab Townsell
CC: Conway City Council
From: Brian Knopp, Parks Director
Date: June 5, 2007
Re: Jazzercise Franchise Agreement

The Conway Parks Department would like to request the Conway City Council to terminate the franchise agreement with Jazzercise effective with a 30 day written notice. This request is being made to allow the meeting room at the McGee Center to be available full time for public meetings.

Jazzercise currently uses the McGee Center meeting room Monday thru Saturday to hold Jazzercise classes for the public. They hold (2) two classes on Monday, Wednesday, and Friday: 9:00a-11:00a, and 6:00p-7:00p; (1) one class on Tuesday and Thursday: 6:00p-7:00p; and (1) one class on Saturday: 9:00a-10:00a.

Our meeting rooms are used on almost a daily basis by various groups and with the meeting room at the Sports Center being converted into needed office space this request is crucial if the city wants to continue to allow for the availability of a meeting room for public use by our citizens.

Paige Revis, our contact person with Jazzercise, has been told of this consideration. She has informed us that they will be able to move in to their new location on August 1st. We recommend that they be allowed to continue meeting at the McGee Center through Tuesday, July 31st.

ORDINANCE NO.O-07-_____

**AN ORDINANCE APPROPRIATING FUNDS FOR RENOVATION OF THE
CONWAY PARKS DEPARTMENT SPORTS CENTER MEETIING ROOM;
AND FOR OTHER PURPOSES:**

WHEREAS, the Conway City Council has approved the renovation of the Conway Parks Department Sports Center meeting room into (6) six offices and (1) one small conference room; and

WHEREAS, the Conway Parks Department is requesting the appropriation of funds in the amount of \$25,000 to fund this project;

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

SECTION 1. The City of Conway shall appropriate \$25,000 from the Fund Balance Appropriation Account (01.990) to the Conway Parks Department Building Maintenance Operating Account (01.120.231).

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

PASSED this 12th day of June, 2007.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



Memo

To: Mayor Tab Townsell
CC: Conway City Council
From: Brian Knopp, Parks Director
Date: June 5, 2007
Re: Sports Center Office Space Request / Allocation of Funds

The Conway Parks Department would like to request the Conway City Council approve the conversion of the current meeting room at the Sports Center into needed office space.

The room is a 26' x 51' room which is currently used as a public meeting room for the citizens of Conway. Due to the continued growth of the Conway Parks and Recreation Department, not only in the acquisition of parks and recreational land, but also in personnel, the office space that was originally designed has been exhausted.

We are requesting that the room be converted in to (6) six new offices and a small conference room.

With the approval of this request we would also request the City Council to approve the appropriation of \$25,000 to cover the cost of renovation. This project was not foreseen prior to the adoption of the 2007 budget.



Memo

To: Mayor Tab Townsell
CC: Conway City Council
From: Brian Knopp, Parks Director
Date: June 05, 2007
Re: New Position for Programs Division / Allocation of Funds

Due to the addition of youth baseball, spring and fall seasons, flag football, and just the continued growth of the Parks and Recreation Department, I feel that this has warranted an additional employee for the Programs Division of the Parks Department.

This employee would work directly under our Program Director, Clint Brock, assisting him in the scheduling and day to day operations of the Conway Parks Department programs.

I would like to request the City Council approve the position of Program Coordinator for the Conway Parks and Recreation Department.

With the approval of this request we would also request the City Council to approve the appropriation of \$18,859 to our 2007 salary/benefits line items and \$2,345 to our 2007 operating budget for computer and furniture.

ORDINANCE NO.O-07-_____

**AN ORDINANCE APPROPRIATING FUNDS FOR A PROGRAM COORDINATOR;
DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:**

WHEREAS, the Conway City Council has approved the position of Program Coordinator for the Conway Parks and Recreation Department; and

WHEREAS, the Conway Parks Department is requesting the appropriation of funds in the amount of \$21,204 to fund this position;

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

SECTION 1. The City of Conway shall appropriate \$18,859 from the Fund Balance Appropriation Account (01.990) to the Conway Parks Department Personal Salary Accounts.

SECTION 2. The City of Conway shall appropriate \$2,345 from the Fund Balance Appropriation Account (01.990) to the Conway Parks Department Operating Budget.

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

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

PASSED this 12th day of June, 2007.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



Memo

To: Mayor Tab Townsell
CC: Conway City Council
From: Brian Knopp, Parks Director
Date: June 6, 2007
Re: First State Soccer Park Needs / Allocation of Funds

Our parks maintenance staff has met with Neal Hart and other members of the board to discuss employee needs to operate First State Soccer Park. After much discussion we have determined that we will need four full time employees for upkeep of the park. We are asking for a Complex Manager, Grounds Supervisor II, and two grounds maintenance positions to take care of the grounds. One of the full time positions will split his time between the soccer park and the new acreage that we have recently purchased. We also request a Programs and Marketing Manager Position who will oversee scheduling of all practices, games and tournaments as well market the park and other park programs. This position will require someone experienced in web design as well as a through knowledge of soccer. Soccer will be the primary duties of this position but they will work with program staff as needed with other programs. We are also asking for 750 hours of part time help to finish out the year. These hours will be used for heavy practice nights and game days to oversee the park and maintenance as needed.

This additional hiring will require us to purchase a new truck and utility trailer. We are requesting the funds be appropriated from the Funds Balance Appropriation Account. We are requesting \$23,000.00 for a new pickup truck and \$1500.00 for an 8x14 dual axle trailer. The soccer park has been using the personal trailers of two of their current board members.

I have included a proposal for a timer system made by Musco Lighting for the First State Soccer Park and Don Owen Softball Complex. The system allows us to control lighting from a land line, cell phone or the internet. They are the only company that has this system available. In our opinion the system will pay for itself in a couple of seasons of play. This will allow us to control how long the lights are made available and cut down on the dead time before the lights are currently being turned off. The system will allow users of our fields to call our office to set up practice times when the lights will be needed and our staff using a field code and personal code can call or go online to make the request. We are requesting \$13,836 for this purchase.

AN ORDINANCE APPROPRIATING FUNDS FOR ADDITIONAL PERSONNEL AND EQUIPMENT AND WAIVING BIDS FOR THE PURCHASE OF A LIGHTING SYSTEM; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES:

WHEREAS, the Conway City Council has approved the following positions for the Conway Parks and Recreation Department: a Programs and Marketing Manager, a Complex Manager, a Grounds Supervisor II, (2) two grounds maintenance positions, and 750 hours of part-time help; and

WHEREAS, the Conway Parks Department is requesting the appropriation of funds in the amount of \$93,644 to fund these positions; and

WHEREAS, the Conway City Council has approved the purchase of a new truck, utility trailer, and a new Musco lighting system, where Musco Lighting is a sole source provider for such lighting, to be used at First State Soccer Park; and

WHEREAS, the Conway Parks Department is requesting the appropriation of funds in the amount of \$38,336 to fund these purchases; and

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

SECTION 1. The City of Conway shall appropriate \$90,415 from the Fund Balance Appropriation Account (01.990) to the Conway Parks Department Personal Salary Accounts.

SECTION 2. The City of Conway shall appropriate \$41,565 from the Fund Balance Appropriation Account (01.990) to the Conway Parks Department Operating/Capital Budget.

SECTION 3. The City of Conway shall waive the requirements for obtaining bids for the lighting system and shall utilize Musco Lighting as a sole source vendor.

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

SECTION 5. This ordinance is necessary for the protection of the public peace, health and safety; 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 12th day of June, 2007.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



City of Conway
Conway Emergency Operations Center

6C-1



MEMORANDUM

TO: City of Conway's City Council
FROM: Lloyd Hartzell, Director
DATE: May 31, 2007
SUBJECT: Bid acceptance 2007-30

Bids were opened at 10:00 AM Thursday, May 24, 2007, for two (2) outdoor warning sirens for the City of Conway. DH Marketing (\$17,500), American Signal Corporation (\$18,367.20), and Harris Systems Group (\$16,250.00) were the only bidders for the outdoor warning sirens.

I would like to recommend that the Council accept the bid received from Harris Systems Group for the outdoor warning sirens for \$16,250.00 per siren.

Funding for these outdoor warning sirens was included in the 2007 budget, no further funding is required.

Thank you for your consideration.

Sincerely,

Lloyd Hartzell
Director of Information Technology



City of Conway
Conway Emergency Operations Center



MEMORANDUM

TO: City of Conway's City Council
FROM: Lloyd Hartzell, Director
DATE: May 31, 2007
SUBJECT: Bid acceptance 2007-36

Bids were opened at 10:00 AM Thursday May 24, 2007, for a security gate at the Conway Emergency Operations Center. United Fence & Construction Co., Inc. (\$18,639.00) and Legacy Fencing, Inc. (\$14,150.00) were the only bids received for the security gate.

I would like to recommend that the Council accept the bid received from Legacy Fencing, Inc. for the security gate to be installed at the entrance to the Conway Emergency Operations Center.

Funding for this security gate was allocated in the 2007 budget, no further funding is required.

Thank you for your consideration.

Sincerely,

Lloyd Hartzell
Director of Information Technology

ORDINANCE NO. O-07-___

AN ORDINANCE APPROPRIATING FUNDS FOR THE PURCHASE OF AN AIR CONDITIONING UNIT FOR THE RF SITE; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:

WHEREAS, the air conditioning system at the RF site (located at the VFW tower) which is the back bone of the communications system for the City of Conway has been failing and is in need of replacement, and

WHEREAS, three quotes were obtained from Middleton, Freyaldenhoven, and NABCO for this item, with NABCO submitting the lowest quote;

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

SECTION 1. The City of Conway does hereby approves the work to be done by NABCO for \$5,018.15 to install a two (2) ton air conditioning unit at the RF site and appropriates funds in the amount of \$5,019 from the general fund - fund balance appropriation to the Conway Emergency Operations Center 2007 Improvements Capital Line Item Account (01.112.915).

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; 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 12th day of June, 2007.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



City of Conway
Conway Emergency Operations Center



MEMORANDUM

TO: Tab Townsell, Mayor
FROM: Lloyd Hartzell, Director
DATE: June 4, 2007
SUBJECT: Air conditioning at RF site

Last year, on the Fourth of July weekend, our radio system failed due to overheating / air conditioning failure. This failure happened during the activities at Lake Beaverfork cutting off communications between the city workers.

This year we proposed to budget for an extra air conditioning unit at the primary radio site near the VFW tower. The air conditioner was not approved during the 2007 budget process. Because the air conditioner was not approved we installed an alarm that notifies us if the temperature should rise or fall to an unsafe level.

In recent weeks, the air conditioner has failed several times and caused the radio system to shut down on one occasion. Other times we were able to respond and get the air conditioner working again before the shutdown. This RF site houses the back bone for the city's entire communications system. My concern is that we are already having failures and the worst of the summer heat has not even begun.

The cost when we priced it last year was \$7,000. We are in the process of obtaining current pricing.

I am respectfully asking that we receive approval to proceed with the purchase to replace the AC unit at the RF site.

ORDINANCE NO. O-07- ____

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

WHEREAS, the Conway Police Department spent \$7,929.90 on child safety seats from their training account and;

WHEREAS, 100% reimbursement was received from the Arkansas State Police Highway Safety Grant and;

WHEREAS, the Conway Police Department is requesting a revenue appropriation of \$7,929.90 to replenish their training account

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

SECTION 1. The City of Conway shall appropriate \$7,929.90 to the Conway Police Department training expenditure account (01.113.335).

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 12th day of June 2007.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer

ORDINANCE NO. O-07-____

**AN ORDINANCE APPROPRIATING ASSET
FORFEITURE FUNDS TO THE POLICE DEPARTMENT
FOR THE PURCHASE OF TASERS; DECLARING AN
EMERGENCY; AND FOR OTHER PURPOSES**

WHEREAS, the Conway Police Department needs approximately \$20,000 to purchase tasers 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 \$20,000 from the Forfeited Property account to the Asset Forfeiture Law enforcement capital expense account and whereas:

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 12th day of June, 2007

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer

ORDINANCE NO. O-07- _____

AN ORDINANCE APPROPRIATING FUNDS TO REPAIR THE ENTRANCE ROOF AT CITY HALL; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the City of Conway has an immediate need to repair the City Hall entrance roof; and

WHEREAS, the funding for this purchase has not previously been appropriated by Council action;

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

SECTION 1. The City of Conway shall accept the low quote from Covington in the amount of \$4,470 (Option 2) and appropriate funds from (01.990) General Fund Appropriation Account to Administration Dept (01.101.915).

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, 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 12th day of June, 2007

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer

OFFER AND ACCEPTANCE

1. **BUYERS AND SELLERS:** The City of Conway, a municipal corporation chartered under the laws of the State of Arkansas ("BUYER"), offers to buy, and Timothy A. Freyaldenhoven, ("SELLER"), agrees to sell, subject to the terms and conditions set forth herein, the following described property in Faulkner County, Arkansas:

2. **LEGAL DESCRIPTION:**

Part of the NW1/4 SW1/4 of Section 5, Township 5 North, Range 13 West, Faulkner County, Arkansas, more particularly described as follows: Beginning 660 feet East of the Northwest corner of said NW1/4 SW1/4, and run thence East 210.0 feet; thence South 330.0 feet; thence West 210.0 feet; thence North 330.0 feet to the point of beginning.

3. **PURCHASE PRICE:** The BUYER shall pay for the property the sum of \$128,000.00.

4. BUYER herewith tenders the sum of \$1.00 as earnest money which shall not be applied to the purchase price.

5. **OTHER CONDITIONS:**

(a) The SELLER must vacate the property by December 31, 2007. The SELLER will pay no rent while the house or property is occupied by the SELLER after the closing date. The SELLER may vacate the property before December 31, 2007 with written notification to the BUYER.

(b) This offer is good until the end of the business day (4:30 p.m.) June 13, 2007.

(c) The SELLER must deliver to the BUYER a copy of the SELLER'S appraisal which estimates the appraised value of the property to be purchased at \$128,000.00.

(d) The SELLER will be allowed to remove any structure or improvement on the property and the risk of loss to the improvements shall be assumed by SELLER.

6. **CONVEYANCE:** Unless otherwise specified, conveyance shall be made to BUYER, or as directed by BUYER, by general warranty deed, except it shall be subject to all recorded rights of way, covenants and restrictions, easements, and all other reservations of record.

7. **FINANCING:** Parties agree that said offer is contingent upon approval of the Conway City Council and formal appropriation of funds for the \$128,000.00 and all closing costs and revenue stamps to be paid at closing.

8. **TITLE REQUIREMENTS:** Sale contingent upon merchantable title in SELLER.

9. **TAXES AND SPECIAL ASSESSMENTS:** Taxes and special assessments due on or before closing shall be paid by SELLER or SELLER'S escrow agent, whichever

appropriate; however, BUYER shall pay any real estate taxes and special assessments that may be payable for the calendar year 2007.

10. CLOSING AND CLOSING COSTS: The closing date shall be as soon as possible but in no case shall it close more than 45 days of the date of execution of this Agreement. The parties agree that the time for closing may be extended by written agreement of the parties. BUYER shall pay any and all normal closing costs or fees and SELLER shall not be responsible for any closing costs. The parties agree to close at Faulkner County Title Company.

11. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Arkansas.

12. MERGER CLAUSE: This Agreement, when executed by both BUYER and SELLER, shall contain the entire understanding and agreement between the BUYER and SELLER with respect to the matters referred to herein and shall supersede all prior or contemporaneous agreements, representations and understanding with respect to such matters and no oral representation or statement shall be considered a part hereof.

13. Should either party breach this contract, the party in default shall pay the other party all of their attorney fees and costs incurred as a result of the default.

BUYER:

CITY OF CONWAY

BY:


MAYOR TAB TOWNSELL

ACCEPTANCE

The above offer is accepted on this 1 day of June, 2007 at 8:00
a.m. or p.m.

SELLER:


TIMOTHY A. FREYALDENHOVEN