

City Council Members

Mayor Tab Townsell

City Attorney Michael Murphy

City Clerk/Treasurer Michael O. Garrett



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

City Council Meeting - Tuesday, June 14th, 2011 @ 6:30pm

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

**5:30pm - Committee Meeting:
Budget/Financial Update**

Call to Order

Roll Call

Minutes: **May 24th, 2011**

Announcements / Proclamations / Recognition: **Conway Rotary 90th Anniversary Celebration**

1. Report of Standing Committees:

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

1. Resolution setting a public hearing to discuss the closing of an alley located within The Village at Hendrix, Phase I.
2. Resolution setting a public hearing to discuss the closing of the southernmost 250 feet of Simon Street (unpaved).
3. Ordinance establishing standards for public tree preservation and protection for the City of Conway.
4. Consideration of bids for Farris Road Improvements (Bruce Street to Dave Ward Drive).
5. Consideration of entering into an agreement with Paullus Structural Consultants for professional engineering services for a report on the property located at 912 Front Street.
6. Discussion of bids for the Conway Municipal Airport Stage 1B – Grading and Drainage Construction Project.

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

1. Consideration to enter into an agreement with Conway Housing Authority for one community policing officer.
2. Consideration to enter into an agreement with Conway Public School District for the School Resource Officers.
3. Consideration to submit an application for the DHS Emergency Operation Grant Program for the Conway Police Department Emergency Communication Center.

4. Ordinance appropriating and accepting reimbursement/restitution funds from various entities for the Conway Police Department.
5. Ordinance accepting assets obtained through court order for the Conway Police Department.
6. Ordinance amending Ordinance No. O-04-60 the "Animal Control Ordinance" in regards to adoption fees.
7. Ordinance appropriating ad valorem funds to purchase equipment for the setup of a new spay/neuter surgery suite at the Animal Welfare Unit.
8. Ordinance accepting donated items for the surgery suite for the Conway Animal Welfare Unit.
9. Consideration for an additional part time position (P/T Veterinarian) for the Animal Welfare Unit.

C. Finance

1. Ordinance adopting certain accounting policies utilized by the City of Conway.

Old Business

New Business

Adjournment



City of Conway, Arkansas
Resolution No. R-11- _____

A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSING OF AN ALLEY LOCATED WITHIN THE VILLAGE AT HENDRIX, PHASE 1; WITHIN THE CITY LIMITS OF THE CITY OF CONWAY

WHEREAS, a petition has been filed with the City Council of the City of Conway, Arkansas by The Village at Hendrix to abandon an alley located in The Village at Hendrix south of Reynolds Drive and east of Harkrider Street within the corporate limits of the City of Conway, Arkansas; and

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

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

1. That the City Council shall hear said petition at its regular meeting to be held at the Russell L. "Jack" Roberts District Court Building, 810 Parkway Street, Conway, Arkansas, on June 28th, 2011 at 6:30 p.m.
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the manner prescribed by law.

PASSED this 14th day of June, 2011.

Approved:

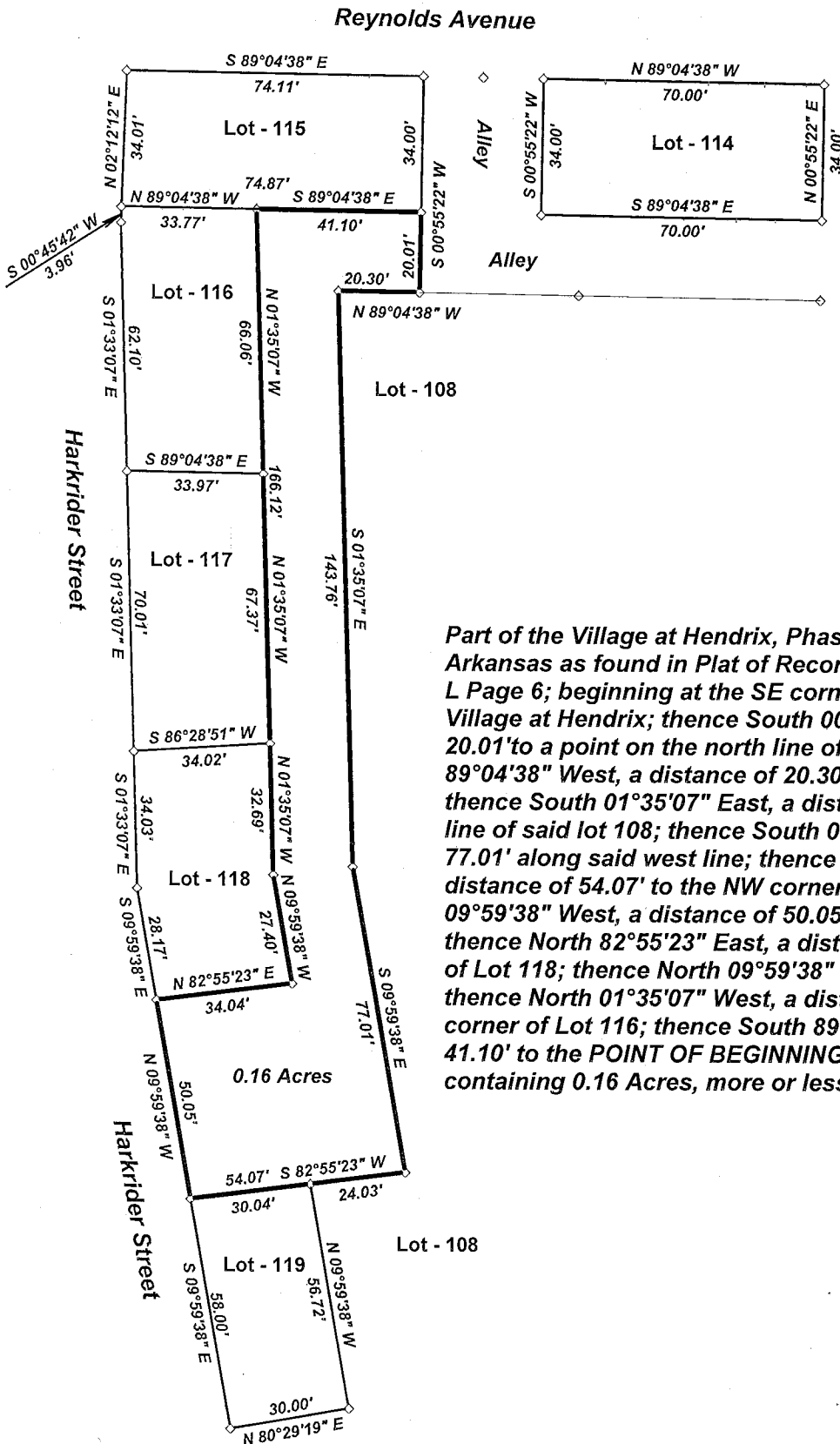
Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

HAMBUCHEN LAND SURVEYING, INC.

3 Oak Grove Drive
 CONWAY AR. 72032
 Mobile 450-0771
 Survey@conwaycorp.net



Part of the Village at Hendrix, Phase 1 to the city of Conway Arkansas as found in Plat of Records in Faulkner County Plat book L Page 6; beginning at the SE corner of Lot 115 of said plat of Village at Hendrix; thence South 00°55'22" West, a distance of 20.01' to a point on the north line of Lot 108; thence North 89°04'38" West, a distance of 20.30' to the NW corner of Lot 108; thence South 01°35'07" East, a distance of 143.76' along the west line of said lot 108; thence South 09°59'38" East, a distance of 77.01' along said west line; thence South 82°55'23" West, a distance of 54.07' to the NW corner Lot 119; thence North 09°59'38" West, a distance of 50.05' to the SW corner Lot 118; thence North 82°55'23" East, a distance of 34.04' to the SE corner of Lot 118; thence North 09°59'38" West, a distance of 27.40'; thence North 01°35'07" West, a distance of 166.12' to the NE corner of Lot 116; thence South 89°04'38" East, a distance of 41.10' to the POINT OF BEGINNING; said described tract containing 0.16 Acres, more or less.

For: Lawrence Finn
 Date: 05/18/11
 Scale: 1" = 40'





City of Conway, Arkansas
Resolution No. R-11- _____

**A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSING OF
 THE SOUTHERNMOST 250 FEET OF SIMON STREET (UNPAVED) ROW; WITHIN THE CITY LIMITS
 OF THE CITY OF CONWAY;**

WHEREAS, a petition has been filed with the City Council of the City of Conway, Arkansas by Worman Properties, LLC/Tim Tyler Surveying & Mapping, Inc. to abandon a street in the within the corporate limits of the City of Conway, Arkansas; and

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

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

1. That the City Council shall hear said petition at its regular meeting to be held at District Court Building, 810 Parkway Street, Conway, Arkansas, on June 28th, 2011 at 6:30 p.m.
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the manner prescribed by law.

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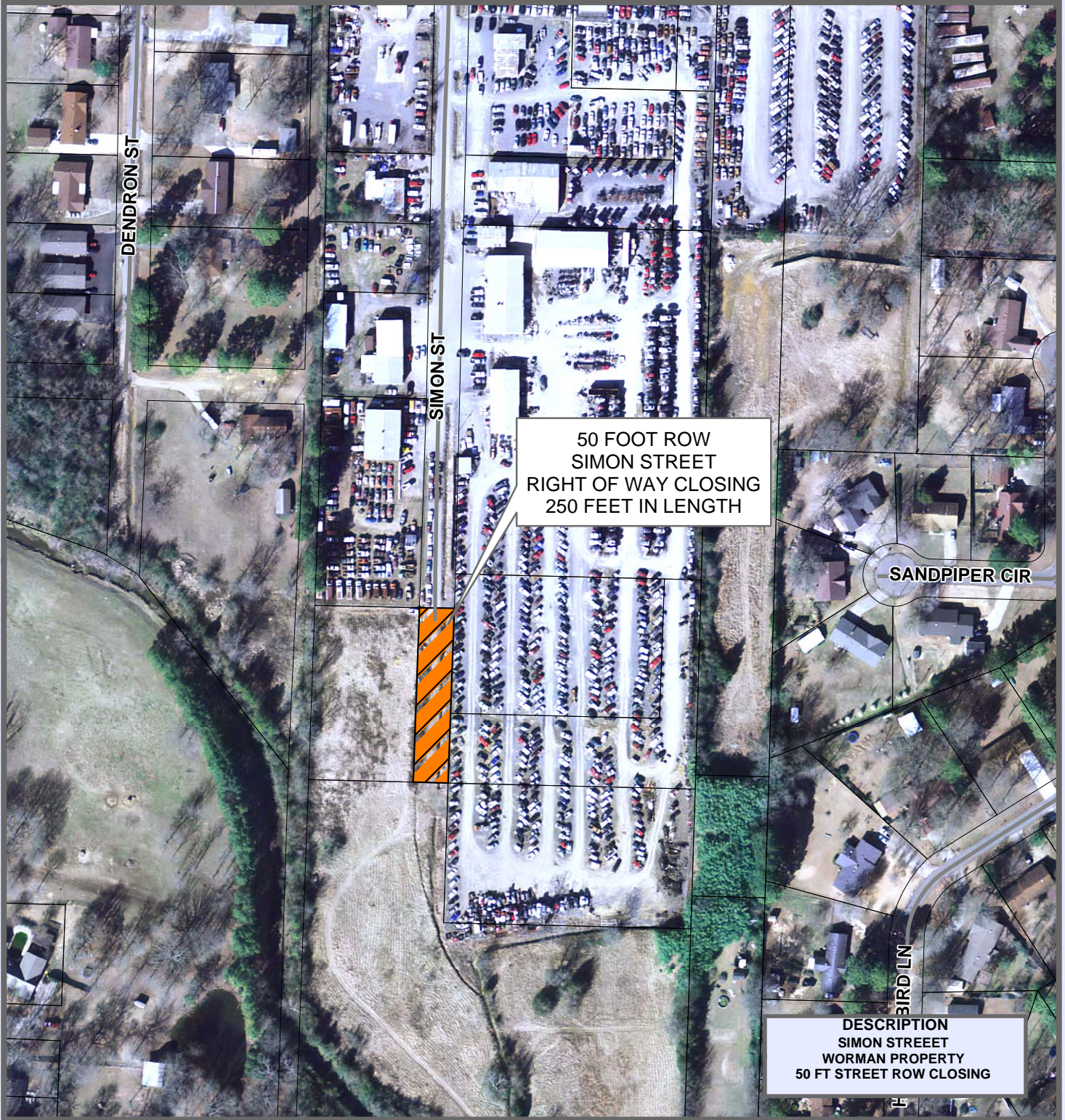

Mayor Tab Townsell

Attest:


Michael O. Garrett
City Clerk/Treasurer

CITY OF CONWAY

SIMON STREET -- ROW CLOSING

Andy Hawkins & David Grimes - Aldermen Ward 1
 Mark Vaughn & Shalvey Mott - Aldermen Ward 2
 Jim Rhoads & Mary Smith - Aldermen Ward 3
 Theodore Jones, Jr. & Sheila Whitmore - Aldermen Ward 4
 Michael Burgett - City Attorney
 Michael Garrett - City Clerk



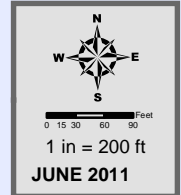
Bryan Patrick - Director
 Wes Craiglow - Deputy Director
 Cindy Sutherland - Planner
 Lisha Rhea - Planning Tech
 Jason Lyon - GIS Coordinator



CONWAY PLANNING COMMISSION
 Kent Mathis - Chair
 Craig Cloud - Vice-Chair

<ul style="list-style-type: none"> — INTERSTATE — MAJOR ARTERIAL — MINOR ARTERIAL — COLLECTOR — RESIDENTIAL — PRIVATE ROAD — INTERSTATE RAMP — RAILROADS 	<ul style="list-style-type: none"> — LOT LINE — STREAMS — LAKES & PONDS — CITY LIMITS
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Residential R-1 R-2A R-2 HR SR	Industrial MF-1 MF-2 MF-3 RMH	Commercial C-1 C-2 C-3 C-4	Office O-1 O-2 O-3	Special SP S-1 A-1 PUD
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1 in = 200 ft
JUNE 2011

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

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



City of Conway
Ordinance No. O-10-__

AN ORDINANCE ESTABLISHING STANDARDS FOR PUBLIC TREE PRESERVATION AND PROTECTION; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, the City of Conway recognizes that all public trees are an important resource; and

WHEREAS, the City of Conway desires to encourage the creative integration of manmade and natural environments, combining the two in balanced designs using such features as existing topography, grading, hydrology, vegetation, and views; and

WHEREAS, the City of Conway desires to heighten the quality of life and contribute to an environment which serves to encourage economic and cultural development; and

WHEREAS, it is also desirable to preserve and enhance the natural character of the City of Conway by establishing standards for tree preservation and protection in order to:

- 1) Preserve and enhance the City's natural environment for physical and aesthetic purposes;
- 2) Enhance the air quality by filtering air pollutants;
- 3) Reduce topsoil erosion by the holding effect of their roots;
- 4) Reduce storm water runoff and replenish ground water supplies;
- 5) Provide a buffer to screen against noise and light pollution;
- 6) Reduce energy consumption by acting as a wind break and producing shade;
- 7) Preserve and enhance nesting areas for birds and other wildlife which, in turn, assist in the control of insects;
- 8) Protect and enhance property values;
- 9) Protect and enhance the quality of life and the general welfare of the City.

DEFINITIONS.

DESTROY – Any intentional or negligent act which, in the sole and exclusive discretion of the Tree Board, will cause a tree to decline and die within a period of two years, including and limited to only following reasons:

- 1) Damage inflicted upon the root system of a tree by the application of toxic substance;
- 2) The operation of heavy machinery within the Drip Line of a Tree;
- 3) The change of natural grade by excavation or filling the area from the trunk of a tree to the Drip Line;
- 4) The deposit of a nonporous substance such as asphalt or concrete to a point within the Drip Line of a Tree or
- 5) The abuse or mutilation of a Tree, except that nothing herein shall be construed to prevent reasonable and proper trimming of trees in accordance with International Society of Arboriculture Best Management Practices.

DRIP LINE – An imaginary vertical line extending from the outermost portion of a tree canopy to the ground.

EASEMENT – As defined in the Conway Subdivision Ordinance (0-00-03), an easement is a grant by a property owner of the use, for a specific purpose or purposes, of land by the public, a corporation or certain persons.

PUBLIC PROPERTY – Areas owned, leased, or occupied by the city of Conway;

PUBLIC TREE – Any Tree growing on Public Property

QUORUM – Per respective organization, as defined by their own appropriate bylaws.

RIGHT OF WAY – As defined by the Conway Subdivision Ordinance (0-00-03), Rights of Way are intended for streets, crosswalks, water mains, sanitary sewers, storm drains or any other use involving maintenance by a public agency or a public utility shall be dedicated to public use by the maker of the plat on which such right-of-way is established.

SIGNIFICANT TREE – Any living woody perennial plant with a base diameter of six inches or more as measured at a point four-and-one-half feet (4.5') above ground level.

TREE – Any self-supporting woody perennial plant, usually having a main trunk(s), many branches, and at maturity attaining a trunk diameter greater than six inches at breast height and height of over ten feet.

TREE BOARD – Reference to the City of Conway Tree Board as identified by City of Conway Ordinance O-06-26

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

SECTION 1: It shall be unlawful for any person to destroy, transplant, or remove any Significant Public Tree within the corporate limits of the City of Conway without first obtaining a review and recommendation by a Quorum of Tree Board members, and then full approval by a Quorum of the Conway City Council.

SECTION 2: Only the City of Conway, Conway Corporation, a Public Utility that has a Franchise Agreement with the City of Conway, or any Third Party contractor conducting authorized work on behalf of one of the aforementioned Entities, shall have the authority to prune, maintain, and remove Public Trees after receiving approval from the Conway City Council. This includes for reasons that Their nature is injurious to sewers, electric power lines, gas lines, water lines, phone lines, cable lines, underground drainage (piped or open) or other public improvements, or is affected with any injurious fungus, insect, or pests. Regular or seasonal pruning, maintenance, or removal of any Public Tree shall adhere to the International Society of Arboriculture Best Management Practices. All supervisory personnel of the City of Conway and Conway Corporation employees who may prune trees in a non-emergency situation shall participate in an educational course on basic tree science and proper techniques of pruning.

Under disaster or emergency circumstances, the City of Conway and Conway Corporation may immediately remove or prune trees severely damaged by storms or other natural causes without explicit adherence to aforementioned standards.

SECTION 3: Removal of any Public Tree in all situations shall include removal of stump below grade and return of surface to surrounding grade.

SECTION 4: Any Significant Public Tree which is removed shall be replaced by the planting of a similar species within the same general area. This action shall take place within six calendar months from the date of the approval to remove.

Prior to new Public Trees being planted in Rights of Way, the Tree Board shall be authorized to identify specific tree species and placement in order to decrease the need for pruning, maintenance, and/or interference with utility services.

Any tree planted on Public Property shall become City of Conway property.

SECTION 5: All ordinances and part of ordinances of a permanent and general nature in effect at the time of adoption of this ordinance and not included herein, are hereby repealed where they are in conflict with this ordinance.

SECTION 6: It being immediately necessary for the preservation of the public peace, health, safety of the City of Conway, Arkansas, and the inhabitants thereof, an emergency is hereby declared to exist; and, by the reason thereof, this ordinance shall take effect and be in full force and effect from and after its passage and publication.

PASSED this 14th day of June, 2011.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



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

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

June 9, 2011

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

Re: Farris Road Reconstruction
 Bruce Street to Dave Ward Drive

Dear Mayor Townsell;

Bids were received at 10:00 AM, Thursday, June 9, 2011 at Conway City Hall for the above referenced project. This project involves the construction of 3,700 feet of 36' curbed street along existing Farris Road from Bruce Street to Dave Ward Drive. The six bids received are listed below and detailed on the enclosed bid tabulation.

Paladino-Nash	\$1,222,791.30
J's Construction	\$1,257,140.40
JCI Construction	\$1,317,000.00
Tom Lindsey Contractor, Inc.	\$1,342,985.27
Township Builders	\$1,588,937.00
Redstone	\$2,156,289.50
Engineer's Estimate	\$1,345,700.00

I recommend award of this project to the low bidder Paladino-Nash, Inc. of Conway, Arkansas in the amount of \$1,222,791.30.

The funding for this project has been previously identified as Impact Fee.

Please advise if you have questions or need additional information.

Sincerely,

Ronnie Hall, P.E.



City of Conway - Mayor's Office
1201 Oak Street
Conway, AR 72032
www.cityofconway.org



Memo:

To: Mayor Tab Townsell
CC: City Council Members
Lynn Hicks, Building Official

From: Felicia Rogers
Date: June 10, 2011
Re: RFP – Structural Engineer – 912 Front Street

On June 9th, 2011 request for qualifications were received for professional engineering firms to evaluate and make recommendations to the City of Conway regarding the stability and structural integrity of an existing 2-story masonry building located at 912 Front Street.

Two firms submitted qualifications:

Paullus Structural Consultants
Robert B. Paullus
6515 Goodman Road, Suite 4
Olive Branch, MS 38654

The Holloway Firm, Inc.
Robert D. Holloway
200 Casey Drive
Maumelle, AR 72113

The selection committee has selected Paullus Structural Consultants and requested a draft contract to evaluate the above structure.

Statement of Qualifications

Robert B. Paullus, Jr., P.E.
Paullus Structural Consultants
6515 Goodman Rd., Suite 4
Olive Branch, MS 38654

Mr. Bob Paullus worked on numerous retrofit and restoration projects over the past 30 years of practice. The most notable projects involving unreinforced masonry (URM) structures include the seismic bracing and renovation of the Monastery wing of St. Mary's Catholic Church in downtown Memphis, TN. The cornerstone for this church was laid in 1864 and the work done on the church was completed in 2004. Another restoration project, completed in 2009, was the restoration and rehabilitation of the Porbeck & Bowman Building (1882) in downtown Little Rock, Arkansas. This building was completely renovated as part of the Arkansas Studies Institute project for the Central Arkansas Library System and the University of Arkansas. Other URM investigations, bracing, and restoration projects include bracing three-story facades in downtown Memphis, TN, restoration investigation and rehabilitation design of the Willey Building, a circa 1910 URM hotel in Marianna, AR; investigation of the Pilgrim Rest Baptist Church (1914) in Blytheville, AR; and investigation, structural reports and design for 227-229 Cherry Street, West Helena, AR. Numerous other projects include URM buildings Collierville, TN, Jackson, TN, and other towns throughout western Tennessee and Arkansas.

Mr. Paullus has extensive experience in the use of Fiber Reinforced Polymers (FRP) to provide strengthening of historic URM and concrete structures, conventional restoration of historic brick, and the use of helical piles and hydraulically driven resistance mini-piles for use in restorations designs. Experience in historic construction methods and materials involving concrete, masonry, wood, cast-iron, as well as wrought iron give Mr. Paullus a broad-based knowledge of the behavior, performance, and rehabilitation requirements of historic structures.

Robert B. Paullus, Jr., P.E.

SYNOPSIS

Mr. Bob Paullus opened his own practice in 2010, after gaining wide experience in numerous construction and design firms. He is a senior structural engineer and has responsibilities in project management and project development in general structural, seismic, and high wind design. He has over thirty years of design experience for commercial, institutional, medical, industrial, and residential projects, as well as extensive experience in seismic design. He has construction and fabrication experience in plate fabricated structures and design experience in the water and wastewater industries. More recent experience has been concentrated in the design of building structures for commercial and industrial applications. He has also been involved in numerous seismic upgrades and rehabilitations of existing buildings structures for both government and private concerns. Other job activities include peer reviews, special inspections, building evaluations, probable maximum loss reviews, and due diligence site evaluations.

EXPERIENCE

Paullus Structural Consultants Senior Structural Engineer	Olive Branch, MS October 2010 – Present
Barter & Associates, Inc. Senior Structural Engineer	Memphis, TN April 2008 – October 2010
Crafton, Tull, Sparks & Associates, Inc. Senior Structural Engineer	Little Rock, AR October 2004 – April 2008
Askew Hargraves Harcourt & Associates, Inc. Structural Department Coordinator	Memphis, TN August 1999 – October 2004
Allen & Hoshall, Inc. Structural Design Engineer	Memphis, TN March 1997 – August 1999
TLM Associates, Inc. Structural and Civil Design Engineer	Jackson, TN 1990 – March 1997
J.R. Wauford & Associates, Inc.	1986 – 1990
CBI-Na-Con Services, Inc/a Division of CBI, Inc.	1985 – 1986
Henders Boiler & Tank Co.	1984 – 1985
Chicago Bridge & Iron Co.	1981 – 1984

Total Years of Experience: 30

SIGNIFICANT PROJECTS

Spring Hill College Campus Center – Mobile, AL
Steel Framed, 2-Story Campus Center with Cafeteria and Book Store

American Red Cross Facility – Mobile, AL
Steel Framed, 2-Story Warehouse, Office, and Training Facility

Dining Hall for the University of South Alabama – Mobile, AL
Split Level, Steel Framed Student Cafeteria and Dining Facility

Southern View Multi-Use Buildings – Fayetteville, AR
Design & detailing of steel & wood framing & foundation system Seismic

Northwest Arkansas Mercy Hospital – Rogers, AR
Steel Framed Central Energy Plant
12-Story Concrete Framed Patient Bed Tower

Conway High School West Multi-Purpose Facility – Conway, AR
Reinforced Concrete and Masonry Gymnasium

Central Arkansas Library Assn., Arkansas Studies Inst. – Little Rock, AR
 New 3-Story with Mezzanine Document storage addition
 Adaptive Rehabilitation of 1914 and 1887 Cast-in-Place Concrete and
 Unreinforced Masonry Buildings

University of Arkansas Patient Bed Tower - Little Rock, AR
 Shear wall design of 10-Story Steel Framed Patient Bed Tower with Concrete
 Shear Walls

Emmanuel Baptist Church – Rogers, AR
 200-Foot Tall Steel Cross

Arkansas State University – Heber Springs, AR
 3-Story Steel Framed Administration and Student Services Building

Rehabilitation of St. Mary's Catholic Church – Memphis, TN
 Seismic rehabilitation and remodeling of Monastery Wing of 140 yr. Old
 Unreinforced masonry Church

American Red Cross Facility – Memphis, TN
 Structural Design of processing warehouse and office complex

Windermere Community Church – Windermere, FL
 11,500 Sq. Ft. Tilt-up Concrete sanctuary and 30,000 Sq. Ft. Tilt-up Concrete
 multi-purpose activity Center

Slim-Fast Warehouse and Process Building, Covington, TN
 Tilt-up warehouse facility and Food processing facility, including three 70-foot tall
 Milk Silos.

**Seismic Rehabilitation of Buildings 784 & 785 Hanger for Millington Naval
 Support Activity, Millington, TN**
 Seismic retrofitting of facility and conversion from hanger facility to office
 complex.

LAASF Helicopter Hanger, Tennessee Army National Guard, Jackson, TN
 Black hawk helicopter hanger and maintenance facility.

First Baptist Church – Selmer, TN
 Design of new sanctuary and reconstruction of existing Sunday school wing

Redesign of Steel Pile Bent for Wolf River Bridge, Memphis, TN
 Redesign of original concrete bents with large diameter steel piles and integral
 columns.

Southwind Office Complex, Memphis, TN
 Two, 5-story office buildings.

EDUCATION	Christian Brothers University Bachelor of Science, Civil Engineering, 1981	Memphis, TN
	University of Memphis Master of Science, Civil Engineering, 2001	Memphis, TN

REGISTRATIONS	Registered Engineer in:	
	Tennessee	Arkansas
	Mississippi	Maryland

AFFILIATIONS/CIVIC National Council of Structural Engineers Association, Past-President
 Arkansas Structural Engineers Association, Past-President
 American Institute of Steel Construction
 American Society of Civil Engineers, ASCE 7 Committee Member

- Seismic Subcommittee
- Wind Subcommittee
- Main Committee

Tennessee Task Force One – Urban Search and Rescue

MEMORANDUM

TO: MAYOR TAB TOWNSELL

FROM: RONNIE HALL, P.E.
CITY ENGINEER

DATE: June 9, 2011

REFERENCE: Airport Bids

We received bids on May 27, 2011 for two options for the Stage 1B – Grading and Drainage Construction for the Relocated Conway Airport.

Schedule 1 of the bids received included the remaining earthwork and drainage required for the entire initial airport development, including runway (5,500'), taxiway, and hanger area aprons as well as terminal area apron.

Schedule 2 of the bids included only the earthwork and drainage for the remainder of the runway and related safety areas.

The bids are summarized as follows and detailed on the attached Bid Tabulation.

	Schedule 1 (Complete Initial Dev.)	Schedule 2 (Complete Runway Only)
*TL Wallace	\$2,359,826.45	\$2,013,031.90
Paladino Construction	\$3,440,215.70	\$2,431,193.00
A & B Dirt Movers	\$3,555,477.50	\$2,523,788.75
Toltec, Inc.	\$3,615,123.23	\$2,619,425.07
Paladino-Nash	\$3,865,911.25	\$2,736,594.55
Hill Brothers	\$4,472,744.50	\$2,736,594.55
Chancellor & Son	\$8,007,980.50	\$4,367,252.00
Redstone Construction	\$8,238,404.80	\$5,757,840.50
McGeorge Contracting	\$10,000,584.47	\$7,484,213.13
Engineers Estimate	\$3,800,000.00	\$2,750,000.00

A request has been submitted by the low bidder, TL Wallace, to allow them to withdraw their bid due to a gross error in their bid. A letter for this request is attached. They claim to have omitted the amount they would be required to pay the landowner for the offsite borrow material. Their bid amounts for this material substantiate this claim.

The City needs to consider this request to withdraw the bid. It is likely they would forfeit their bid bond (5%) rather than incur the amount of loss.

We have submitted the bid results to the FAA for their use in identifying the amount of funds the city may receive in its 2011 FAA grant. We anticipate a minimum of \$2,000,000 grant. Hopefully additional funds can be found to get the earthwork package completed this year.

We should not consider award of this work until a grant offer has been made by the FAA. It may be July before the grant offer and award is completed.



May 27, 2011

Blake Roberson
Garver, LLC
4701 Northshore Drive
North Little Rock, AR 72118

RE: New Conway Municipal Airport – BID WITHDRAWAL

Mr. Roberson,

TL Wallace Construction, Inc. appreciated the opportunity to deliver a bid on the referenced project this previous Friday, May 27, 2011. As you are aware, there was an unfortunate error on the estimate that was delivered. A subcontractor that delivered a quote to Will Black, our estimator, prior to the bid neglected to include the cost of the borrow material as outlined on the prints. The subcontractor discussed this cost with Will Black prior to the bid, but it was, mistakenly, not included in the final pricing. Due to that error, TL Wallace Construction, Inc. was glaringly low on the bid for this project. In light of this mistake, we would like to respectfully withdraw our bid from consideration. As you know, Will Black made contact with you soon after the error was recognized; in addition, Will Black contacted Mr. Ronnie Hall with the City of Conway to discuss this error. Will Black made contact with both you and Mr. Hall within hours of the bid on that same day. It is certainly not our intention to slow down the progress of the construction of this project. In addition to withdrawing the bid, we respectfully request that neither the City of Conway, nor Garver, LLC consider cashing our bid bond. This was an obvious mistake that was not intended to gain advantage over another contractor. We would ask that you be gracious enough to allow us to withdraw our bid as well as our bid bond without recourse.

We would hope you understand that this is uncharacteristic of TL Wallace Construction, Inc. Our company has a stellar reputation of providing quality work for the best price possible. We welcome you to explore the advantages of partnering in projects with us.

Thank you for your consideration and grace in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Will Nofke', written over a white background.

Will Nofke
Vice President

AGREEMENT

This agreement is entered this 20th day of May, 2011, between the City of Conway, Arkansas, and the Conway Housing Authority.

WITNESSETH:

WHEREAS, the Conway Housing Authority (hereafter, "CHA") desires to maintain and improve the security of its premises and to serve the respective needs and to provide for the maximum mutual benefit of the parties hereto; and

WHEREAS, this objective is to be accomplished by the controlled interaction of the City's police officers with tenants and guests of CHA; and

WHEREAS, the Conway Housing Authority desires to prevent and control crime, restore and/or maintain order, and reduce citizens' fear of crime within the CHA.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. SERVICES

The City shall provide one fully equipped community policing officer, with police vehicle, on a full-time basis to for the Conway Housing Authority. The Chief will select a qualified candidate. The officer will be selected based upon their qualifications to perform assigned duties. Should said community policing officer be requested by CHA to work any hours beyond the normal complement of the officer's pay period, said overtime hours will be subject to reimbursement by CHA to the City of Conway.

2. CONSIDERATION

In consideration for providing the above-described services, the Conway Housing Authority shall pay to the City the sum of \$35,000, which represents an amount that will offset the costs associated with the City providing one officer. The compensation shall be paid by the Conway Housing Authority to the City of Conway in full, between January 1, 2011 and December 31, 2011.

3. TERMS

The initial term of this Agreement shall be for a period commencing January 1, 2011, to and including, December 31, 2011. Absent termination by one of the parties hereto, or amendments mutually agreed upon by the parties, this Agreement shall automatically be renewed for additional terms of one year. This Agreement and all performances and obligations required hereunder may be terminated by the Mayor of the City of Conway or the executive director of the Conway Housing Authority at any time and for any cause provided that the terminating party provides the other party with written notice of termination immediately upon the date of termination.

4. PERSONNEL

The officer provided by the City shall be considered an employee of the City. Notwithstanding anything contained in the Agreement the Officer shall at all times be subject to the policies and

procedures of the Conway Police Department. The City shall be responsible for the selection of an officer. The City shall be responsible for the special training of the officer as required for participation in this program, and the scheduling of such officer. As required for the police department's performance evaluation system, CHA's Executive Director will provide letter input relating to the assigned officer's performance. Additionally, to insure the assigned officer's working hours and days of work are aligned with the needs of the housing authority's resident's needs and priorities, a resident survey, inquiring about such hours and working days and other such dimensions, will be conducted on an annual basis and provided to the Chief of Police for his review no later than December 15th of each calendar year. Based upon such survey results, and collaboration with the CHA Executive, Officer working hours and days of work will be aligned with such findings.

5. INSURANCE

City and Conway Housing Authority acknowledges that the City of Conway, as a requirement of this Agreement, shall not be required to have additional insurance.

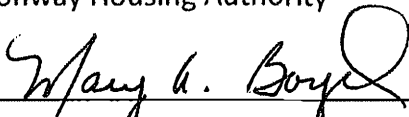
6. ASSIGNMENT AND SUBCONTRACTING

This Agreement and the performance of services required hereunder shall not be assigned or subcontracted by either party without the written consent of the other party.

7. NOTICES

Notices hereunder shall be given by first-class mail or personal service. Notice to the City shall be delivered or addressed to the Mayor, City of Conway, 1201 Oak Street, Conway, AR 72032. Notice to the Conway Housing Authority shall be delivered or addressed to the Executive Director, Mary Boyd, 335 S. Mitchell, Conway, Arkansas, 72034.

Conway Housing Authority



Executive Director

Date: 5/23/11

City of Conway

Mayor Tab Townsell

Date: _____

AGREEMENT

This Agreement is entered this _____ day of _____, 2011, between the City of Conway, Arkansas, and the Conway School District.

WITNESSETH:

WHEREAS, District desires to maintain and improve a School Resource Officers' Program ("Program") to serve the respective needs and to provide for the maximum mutual benefit of the parties hereto; and

WHEREAS, this objective is to be accomplished by the controlled interaction of the City's police officers with students and staff of the District; and

WHEREAS, the district desires to reduce juvenile crime and to promote students' well being.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **SERVICES**

The City shall provide four police officers and one police sergeant on a full-time basis to serve as School Resource Officers for the Conway School District. One officer will be placed at the West Campus, Conway High School; two officers will be placed at the East Campus, Conway High School; and the remaining two officers will be shared by the middle schools and elementary schools. The program may be expanded to add additional officers.

2. **CONSIDERATION**

In consideration for providing the above-described services, the Conway School District shall pay to the City the sum of \$175,000 which represents approximately half of the total costs associated with the officers' salaries, benefits, and the average overtime/comp that they receive as part of their SRO duties. The compensation shall be paid by the Conway School District to the City of Conway in full, between July 1, 2011 and July 30, 2012.

3. **TERMS**

The term of this Agreement shall be for a period commencing July 1, 2011, to and including, June 30, 2012. Absent termination by one of the parties hereto, or amendments mutually agreed upon by the parties, this Agreement shall automatically be renewed for additional terms of one year. This Agreement and all performances and obligations required hereunder may be terminated by the Mayor of the City of Conway or Superintendent of the Conway School District at any time and for any cause provided that the terminating party provides the other party with written notice of termination immediately upon the date of termination.

4. **PERSONNEL**

The School Resource Officers provided by the City shall be considered employees of the City. The School Resource Officers shall perform their services in accordance with Exhibit "A". Notwithstanding anything contained in this Agreement or the attachments to this Agreement, the School Resources Officer shall at all times be subject to the policies and procedures of the Conway Police Department. The City and the District shall be jointly responsible for the selection of an officer from the list of eligible candidates provided by the City. The City shall be responsible for the special training of the officer as required for participation in this program, and the scheduling of such School Resource Officers.

5. **INSURANCE**

City and District acknowledge that the other party is a governmental entity, duly organized under the laws of the State of Arkansas, and that each party relies on tort immunity. Accordingly, either parties, as a requirement of this Agreement shall not require additional insurance.

6. **ASSIGNMENT AND SUBCONTRACTING**

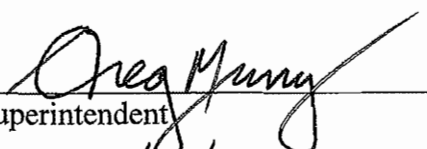
This Agreement and the performance of services required hereunder shall not be assigned or subcontracted by either party without the written consent of the other party.

7. **NOTICES**

Notices hereunder shall be given by first-class mail or personal service. Notice to the City shall be delivered or addressed to the Mayor, City of Conway, 1201 Oak Street, Conway, AR 72032. Notice to the District shall be delivered or addressed to the Superintendent of Schools, 2220 Prince Street, Conway, AR 72034.

Conway School District

City of Conway



Superintendent

Mayor Tab Townsell

Date: 5/25/11

Date: _____

SCHOOL DISTRICT

Exhibit A

SCHOOL RESOURCE OFFICER

QUALIFICATIONS:

1. A police officer with a minimum of three years of law enforcement experience.
2. Officer has effective oral communication skills.
3. Officer has effective written communication skills.
4. Officer has strong desire to work with children and young adults.

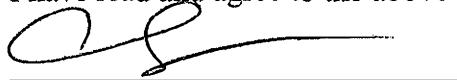
BASIC PERFORMANCE RESPONSIBILITIES:

- A. The school resource officer will report directly to the school resource officer supervisor. The school resource officer supervisor will coordinate all resource officer activities with the Assistant Superintendent of Schools. Each school resource officer shall:
 1. Provide a general security presence within the school district at each of the SRO's assigned schools.
 2. Provide informal counseling to students and/or faculty.
 3. Act as a guest lecturer in the classroom in law enforcement related areas.
 4. Act as a liaison between the department and the school district.
 5. Investigate crimes occurring on school property.
- B. The school resource officer will assist school officials in setting up procedures for juvenile delinquency prevention programs by:
 1. Providing assistance to students and school staff members.
 2. Presenting various crime prevention, drug, and alcohol seminars.
 3. Serving as a positive role model.
 4. Bridging the communication gap between students and police.
 5. Enforcing State, Federal, and local laws whenever necessary.
 6. Preventing the organization of youth based gangs.
- C. The school resource officer will assist school officials with maintaining order in and around the school by investigating criminal behavior and taking enforcement action as appropriate to help insure a safe environment for students and school district officials.
- D. The school resource officer shall project a professional appearance and attitude that has a positive influence on the community.
- E. The school resource officer will report to his or her assigned school at the time designated by the school resource officer supervisor and will:
 1. Report to the area of assignment and remain in this area unless duty demands otherwise.
 2. Be visible in or around schools before school, during assemblies, lunch hours, and after school to ensure smooth school operation.
 3. Keep supervisors informed of the progress of investigations and/or problems in his or her area of responsibility.
 4. Accurately record daily activities as assigned and submit reports to the unit supervisor for approval.
- F. The school resource officer will perform any other duties as assigned by his or her supervisor.

- G. School resource officers who are assigned to schools will be on their assignments throughout the normal calendar year.
- H. Vacations other than school holidays will be taken primarily during times when school is not in session.

Note: The school resource officers will work extra-curricular activities at their assigned schools that the school resource officer supervisor deems necessary for the program to succeed. Compensation for the extra-curricular activities worked by the positions will be paid by time off through school holidays and summer months, to include the use of the School Resource Officer's accrued compensation time. Due to the accrual of this time the school resource officers are exempted from the departments 100 hour cap on accrued compensatory time.

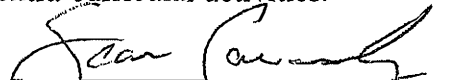
I have read and agree to the above stipulations concerning extra-curricular activities.



School Resource Officer



School Resource Officer



School Resource Officer



School Resource Officer

MEMORANDUM

TO: City Council Members/Mayor Tab Townsell

FROM: Chief Gary

DATE: June 7, 2011

SUBJECT: DHS Emergency Operations Grant

I respectfully request approval to submit an application for the DHS Emergency Operations Grant Program. This grant program has a 75% federal and 25% grantee cash-or-in-kind cost match requirement.

If allowed to pursue and if awarded the grant, the funds would be used to purchase the following equipment for the Conway Police Department Emergency Communication Center:

• Four (4) Dome cameras	\$ 2,040.00
• Five (5) Box cameras	\$ 3,400.00
• Five (5) 1/3CS MT 5-50mm auto iris	\$ 350.00
• One (1) PTZ Camera	\$ 2,679.00
• One (1) Wall mount	\$ 91.00
• Fifteen (15) Milestone license	\$ 6,750.00
• Door lock upgrade	\$20,600.00
• One (1) Meraki Access Point	\$ 428.00
• One (1) Expandable Conf Table	\$ 3,667.02
Total	\$40,005.02
Tax	\$ 3,300.41
Total Grant	\$43,305.43
City's 25% matching amount	\$10,826.35

I appreciate your consideration.



City of Conway, Arkansas
Ordinance No. O-11-_____

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

WHEREAS, the City of Conway Police Department has received reimbursements and restitution funds from the following entities:

Secret Service	\$5,041	Reimbursement of equipment
DFA	\$2,267.74	Reimbursement for Enforcement Underage Drinking Grant
CALEA	\$1,022.27	Reimbursement funds that came in under budget
State of Arkansas	\$2,991.30	Child Safety Seats / Part of the Seat Belt Task Force Program
Insurance Proceeds	\$488	Veterinarian services provided to the agencies two K-9's and;

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

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

SECTION 1. The City of Conway shall accept reimbursement funds totaling \$5,041 and appropriate from 001.121.5760 to the following Police Department's expenditure accounts:

001.121.5610	Office Supplies	\$ 1,688
001.121.5699	Misc Supplies	\$ 2,348
001.121.5910	Capital Equipment	\$ 1,005

SECTION 2. The City of Conway shall accept the total amount of grant proceeds in the amount of \$2,267.74 and appropriate from the Federal Grant Proceeds Revenue Account, 399-121-4750, to the following Police Department's expenditure accounts:

001.121.5114	Overtime	\$1,425.74
001.121.5799	Misc. Expenses	\$392
001.121.5750	Conference fees/Training	\$450

SECTION 3. The City of Conway shall accept reimbursement funds in the amount of \$1,022.27 from the Police General Misc revenue account, 001.121.4799, and appropriate back to the Police Department's Professional fees expense account, 001.121.5299

SECTION 4. The City of Conway shall accept the grant proceeds in the amount of \$2,991.30 and appropriate from the Revenue Account, 001.121.5760 to reimburse the Police Department's training expenditure account 001.121.5750.

SECTION 5 The City of Conway shall accept the insurance proceeds in the amount of \$488.80 from insurance proceeds revenue account 001.119.4360 to the Conway Police Department's misc expense account, 001.121.5799.

SECTION 6. All ordinances in conflict herewith are repealed to the extent of the conflict.

PASSED this 14th day of June, 2011.

Approved:

Attest:

Mayor Tab Townsell

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-11- _____

AN ORDINANCE ACCEPTING ASSETS OBTAINED THROUGH COURT ORDER FOR THE CONWAY POLICE DEPARTMENT; AND FOR OTHER PURPOSES

WHEREAS, the Circuit Court of Faulkner County, Arkansas has granted a court order awarding a 2008 Ford truck, Vin #1FTOW14V18KB17112, to the Conway Police Department.

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 asset as outlined on the attached court order and add to the Conway Police Departments inventory.

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

PASSED this 14th day of June, 2011.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

IN THE CIRCUIT COURT OF FAULKNER COUNTY, ARKANSAS
THIRD DIVISION

STATE OF ARKANSAS

PLAINTIFF

VS.

Case No. 23CV-11-128

\$6,104.40 U.S. CURRENCY

2008 FORD TRUCK, VIN # 1FTPW14V18KB17112,

DEFENDANTS

ROBERT GREENLEE,

MIDWEST CONSTRUCTION MANAGEMENT

CLAIMANTS

DEFAULT JUDGMENT

Pending before the Court is the Motion for Default Judgment filed by the State and upon review of same the Court finds as follows:

1. This is an *In Rem* civil action for the forfeiture of the above referenced property pursuant to Ark. Code Ann. Sections 5-64-505 and 5-64-509. The Court has jurisdiction over the parties and the subject matter of this case.
2. This Complaint was filed on February 7, 2011. This Complaint was served on Claimants on February 7, 2011, and proof of service has been filed with the Clerk of the Court.
3. Claimants have failed to file an answer to the complaint within the time limit provided by the Arkansas Rules of Civil Procedure; therefore Plaintiff is entitled to a default judgment directing that the above referenced property be forfeited to the State of Arkansas.

4. The Court orders that \$6,104.40 U.S. Currency and a 2008 Ford truck, VIN # 1FTPW14V18KB17112, be forfeited to the State of Arkansas.

5. The State of Arkansas shall distribute, use for official purposes or sell all property that is not required by law to be destroyed and shall do so in a time a manner as provided by law.

6. The Department of Finance and Administration is directed to title the 2008 Ford truck, VIN # 1FTPW14V18KB17112, in the name of the City of Conway.

IT IS SO ORDERED.



CIRCUIT JUDGE

4/25/11

DATE



City of Conway, Arkansas
Ordinance No. O-11- _____

**AN ORDINANCE AMENDING ORDINANCE NO. O-04-60, THE "ANIMAL CONTROL"
ORDINANCE; DECLARING AN EMERGENCY; REPEALING ANY ORDINANCES IN
CONFLICT;**

WHEREAS, the Conway Animal Welfare Unit desires to amend Title 6 of the Conway Municipal Code;

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

SECTION 1. Title 6 of the Conway Municipal Code shall be amended to read as follows:

Section 6.04.04 Impoundment

D. Upon payment of the following adoption fees;

1. Fifty (\$50.00) for an altered dog or cat

(Or)

2. Twenty-Five (\$25.00) for an unaltered dog or cat in addition to a spay/neutering fee, (such fee shall be determined by the veterinarian selected to perform the alteration and paid directly to the veterinarian)

(And)

3. Upon expiration of the aforementioned five (5) business day period:

Title of any animal not claimed may be transferred to another party, with the exception of the owner or owner's representative, subject to the licensing and vaccination requirements set out in this ordinance.

Upon payment of the adoption and altering fees, sterilization shall be performed within thirty (30) days. The Animal Welfare Unit may grant an extension of time not to exceed thirty (30) additional days upon the request of the owner, unless in the opinion of a veterinarian licensed to practice veterinary medicine in the state of Arkansas, the animal is medically compromised to the extent that such sterilization should not be performed at such time. The signed agreement to have the animal altered shall be binding. Failure to comply shall constitute a violation of this section. In such cases, the animal described therein shall be returned to the Animal Welfare Unit upon request and ownership of the animal shall revert back to the Animal Welfare Unit. No claim may be made by the owner to recover expenses incurred for maintenance of the animal including the initial procurement cost. In addition, all dogs and cats adopted shall be micro-chipped prior to being released. The expense of micro-chipping is included at no additional charge.

4. Adoption fees on altered animals shall be equally dispersed, \$25.00 into the City of Conway operating account (001-127-4170) and \$25.00 into the Animal Welfare Spay and Neuter account (223-127-4170).

SECTION 2. That any ordinances in conflict herewith are hereby repealed to the extent of that 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 14th day of June 2011.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-11- _____

AN ORDINANCE APPROPRIATING AD VALOREM FUNDS TO THE CONWAY ANIMAL WELFARE DEPARTMENT; AND FOR OTHER PURPOSES

WHEREAS, the Conway Animal Welfare needs approximately \$6,429.00 to purchase equipment and have worked perform at the shelter for the setup of the new spay/neuter surgery suite and;

WHEREAS, money received from Ad Valorem and In Lieu of taxes is allowed, by law, to be used for such purposes;

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

Section 1. The City of Conway shall appropriate the following funds from the Ad Valorem/In Lieu Of Revenue account (222.127.4101) into the following Animal Welfare Ad Valorem Expense accounts:

\$ 412	222.000.5699 Misc. supplies (needle holders, surgical towels, etc)
\$2890	222.000.5904 Building Improvements (plumbing and electrical work)
\$1110	222.000.5950 Accountable Equip (canine spay packs and sink)
\$2017	222.000.5910 Capital Equip (surgery table)

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

PASSED this 14th day of June 2011.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-11-_____

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

WHEREAS, Dr. Stan Carlin, owner of Cat Surgery Express has donated varies items to the Conway Animal Welfare Unit with a stated value of \$2,205; and

WHEREAS, the Conway Animal Welfare Unit needs these items to use in the proposed surgery suite at the shelter and;

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

SECTION 1. The City of Conway shall accept the donated items listed below and add to the list of inventory items for the Animal Welfare Unit:

Pelton-Crane Autoclave (8 & 7/8" diameter	\$650
Surgery/Exam light (Examiner 10)	\$350
Gaymar Heating Pad System	\$275
Isoflurane Vaporizer	\$500
Stainless Steel Table 30 X 48	\$150
EKG Audio Patient Monitor	\$75
Precision Medical Oxygen Flow Meter	\$55
Feline Spay Packs (2) @ \$75.00 each	\$150

Total Value: **\$2,205**

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

PASSED this 14th date of June, 2011.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
 City Clerk/Treasurer

MEMORANDUM

TO: City Council Members/Mayor Tab Townsell

FROM: Shona Osborne

DATE: May 25, 2011

SUBJECT: Authorization for Part Time Position

The Conway Animal Welfare Unit is requesting to add an additional part time position to the department due to new requirements set forth in legislative Bill 20-19-103 (a) "It shall be unlawful for any pound, shelter, humane organization, or animal rescue group to release any dog or cat which has not been sterilized to a new owner".

The proposed position will provide a part time Veterinarian at the shelter one day a week to perform spay/neuter surgeries on shelter animals.

No additional funds are needed in 2011 to staff this position; going forward in 2012 funds will come from the spay/neuter account.

Thank you for your consideration.



City of Conway, Arkansas
Ordinance No. O-11- _____

AN ORDINANCE ADOPTING CERTAIN ACCOUNTING POLICIES UTILIZED BY THE CITY OF CONWAY, AND FOR OTHER PURPOSES:

WHEREAS, the City Council has adopted pursuant to Ordinance No. O-99-106, a capitalization policy for the assets of the City of Conway; and

WHEREAS, further distinction is deemed necessary to clarify the capitalization policies to be followed in acquiring assets and in disposal of assets;

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

SECTION 1. The City of Conway shall adopt the attached Asset Management Policy – Capitalization and Asset Management Policy – Capitalization.

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

PASSED this 14th day of June, 2011.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

City of Conway, Arkansas
Policy and Procedure

Subject: **Asset Management Policy – Capitalization**

Purpose

The purpose of this document is to document the minimum value of capital assets to be reported on our financial reports and to establish policy and procedures for the capitalization and depreciation of City capital assets. The Finance Department maintains a central record of assets. A record of assets and their values is required to:

- Provide information to Departments as to the assets under their control.
- Provide information for management decision-making purposes.
- Provide information for external reporting purposes.
- Enable the City to calculate annual depreciation and losses/gains on the sale of assets to allow us to comply with accounting reporting requirement

Policy

Capital assets are items that have a useful life of at least two years. In making the decision to acquire an asset, the following fundamental principles should be carefully considered:

- The purpose for which the fixed asset is required is in keeping with the objectives of the City and will provide significant, direct and tangible benefit to it.
- The purpose is absolutely necessary as there is no alternative City asset that could be upgraded or adapted.
- The fixed asset is appropriate to the task or requirement and is cost effective over the life of the asset.
- The fixed asset is compatible with existing equipment and will not result in unwarranted additional expenditure on other assets or resources.
- Space and other necessary facilities to accommodate the asset are in place.
- The most suitable and appropriate type, brand and model, etc. has been selected and received appropriate authorization.

Criteria – All items with a useful life of at least two years will be tracked in the asset management system, based on the following thresholds and classified as either Accountable Assets (to be expensed in the year of acquisition) or Depreciable Assets:

	Accountable Assets
Small Tools	Greater than \$250, but less than \$750
Equipment	Greater than \$250, but less than \$750
Furniture and fixtures	Greater than \$250, but less than \$750
Vehicles	Greater than \$500, but less than \$2,500

Fire equipment	Greater than \$500, but less than \$2,500
Heavy equipment	Greater than \$500, but less than \$2,500
Buildings and improvements	Greater than \$1,000, but less than \$10,000
Infrastructure	Greater than \$1,000, but less than \$10,000

Accountable assets will be assigned an inventory tag number by the Finance Department, entered into the fixed asset records of the City and will be tracked for inventory purposes. Costs associated with the assets will be expensed in the year of acquisition.

Fixed assets in excess of the thresholds stated above will be capitalized—that is the cost will be accounted for as an addition to the City’s capital assets and the asset will be depreciated over its useful life. Those categories are as follow:

	<u>Capital Assets</u>	<u>Useful Life</u>
Small Tools	Equal to or greater than \$750	3 years
Equipment	Equal to or greater than \$750	3-5 years
Furniture and fixtures	Equal to or greater than \$750	3-5 years
Vehicles	Equal to or greater than \$2,500	5 years
Fire equipment	Equal to or greater than \$2,500	12 years
Heavy equipment	Equal to or greater than \$2,500	5-15years
Buildings and improvements	Equal to or greater than \$10,000	10-50 years
Infrastructure (Asphalt & Concrete)	Equal to or greater than \$10,000	10-40 years

The useful life is to be determined based on the nature of the asset, anticipated usage and following the guidance attached.

Weapons are not subject to a minimum threshold, but will be tracked in the asset management system and will be accounted for as either accountable assets (with a cost range of \$0 to \$750) or capital assets (all weapons with a cost in excess of \$750) and depreciated over 3 years.

Any acquisition or donation of land will be accounted for as an addition to the City’s capital assets, but, in accordance with generally accepted accounting principles, will not be depreciated. The cost of land includes all expenditures in connection with its acquisition or acceptance, such as purchase price, professional fees (i.e., title searches), clearing land, demolishing or removing prior structures (less salvage), accrued and unpaid taxes at the date of acquisition, and land excavation, fill grading and drainage.

Any donated asset will be evaluated under the criteria outlined above for determination of if the asset is accounted for as an Accountable Asset or a Capital Asset, but also carries with the donation the requirement to have the City officially accept the donation through the passage of an ordinance by City Council. Donations of assets should be communicated to the Finance Department as soon as the department receives notification of a potential donation to ensure that the required authorization is received to accept the asset. Department heads and employees do not have the authority to accept any donated items on behalf of the City without Council authorization.

Assets must be recorded at actual cost. Normally the cost recorded is the purchase price or construction cost of the asset. Donated or contributed assets should be recorded, after acceptance by City Council, at their fair market value on the date donated. Any other reasonable or necessary costs incurred to place the asset in its intended location and intended uses are also included.

Maintenance is defined as expenditures, which do not normally add to the value of property or appreciably prolong its life, but merely keep the asset in ordinary efficient operating condition. Maintenance costs are not capitalized.

Betterments consist of the replacement of a unit of an existing asset by an improved or superior unit, usually resulting in a more productive, efficient or longer-lived asset. Betterments are evaluated under the criteria specified above and may be accounted for as accountable assets or capital assets, depending on the cost.

Department heads are responsible for the security of assets under their control. This includes ensuring that assets are only used by authorized employees, safeguarded against theft and damage and only removed from City premises with approval. All employees are responsible for the care and protection of City assets. Every employee who utilizes the property of the City should do so with utmost care and consideration and in a manner that ensures that the property will be subjected to the minimum wear and tear or damage.

Abuse of the Asset Management Policy – Capitalization may result in disciplinary action, including termination.

Procedures

Assets acquired through the City's purchasing policies will be assigned an inventory tag by the Finance Department. The Finance Department will also notify the insurance carrier of the addition and will enter the acquisition into the fixed asset system for tracking. Assets received through donation should be reported to the Finance Department to coordinate obtaining Council consideration and approval of accepting the donation. This action will trigger the asset being recorded in the accounting records, insured as appropriate and assigned an inventory tag number.

Assets constructed by the City are recorded in the same manner as those acquired by purchase or construction contract. The costs may include direct labor, materials and equipment usage charges.

Annually, the Finance Department will provide each department with a listing of the assets which are "assigned" to that department. It is the department head's responsibility to ensure that an accurate and thorough inventory of all fixed assets takes place at least annually and any changes (additions and deletions) are communicated to the Finance Department. Additionally, the Finance Department will periodically perform random inventory procedures and conduct full verification of the inventory listing.

The Asset Management Policy on Disposals should be followed for any deletions to the inventory listing.