

Mayor Tab Townsell

City Attorney Michael Murphy

City Clerk/Treasurer Michael O. Garrett



City Council Members

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

City of Conway - City Council Meeting

www.cityofconway.org

Tuesday, February 12th, 2013 @ 6:30pm

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

5:30pm - Committee Meeting:

Community Development Block Grant FY2013 Budget

Call to Order: Mayor Tab Townsell
Roll Call: Michael O. Garrett, City Clerk/Treasurer
Minutes: January 22nd, 2013 City Council Meeting
Announcements/Proclamations/Recognitions: *Recognition of Jace Motley*

1. Report of Standing Committees:

A. Economic Development Committee (Airport, Conway Corporation, Conway Development, Historic District, Chamber of Commerce)

1. Consideration of the architectural contract from Garver Engineers for the New Conway Municipal Airport terminal building construction.
2. Consideration of a change order from Weaver Bailey for the Stage 2A - paving contract for the New Conway Municipal Airport.

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

1. Resolution setting a public hearing to discuss closing of a utility easement in the Mill Pond Acres Subdivision.
2. Resolution requesting the Faulkner County Tax Collector to place a certified lien on property located 2270 Cedar Oaks as a result of incurred expenses by the City.
3. Consideration to approve the FY2013 Community Development Block Grant budget.
4. Consideration of the nominations of board members of the Conway Tree Board.
5. Resolution authorizing the division of the Planning and Development Department into two separate departments within the City of Conway.
6. Consideration of annual bids for gasoline/diesel bid for the City of Conway.
7. Consideration of an offer to purchase right of way located at the northeast corner of Prince Street & Salem from Trinity Development (Tract 9) for the Prince Street Improvement Project.
8. Ordinance to rezone property located at 500 South Baridon from R-2 to MF-3.
9. Ordinance to rezone property located at 1405 South Donaghey Avenue from MF-1 to MF-2.

10. Ordinance to rezone property located 3725 College Avenue (Back Achers Ranch from A-1 to O-1.)
11. Consideration of a request from Letitia McMaster for a conditional use permit to allow a public stable, restaurant, and arena/events center for property that is located at 3725 College Avenue.

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

1. Consideration to accept bids for a Heavy Duty Pickup Truck and Zero Turn Mower for the Physical Plant.
2. Consideration to enter into a professional service agreement with Crafton, Tull & Associates for the Rogers Park Plaza.
3. Consideration to accept bid from Salter Construction for the Curtis Walker Concession Building.
4. Ordinance waiving competitive bids for the purchase of bronze sculptures for the City of Conway.
5. Consideration to accept bid from RiverCity Hydraulics for a 2013 Side Automated Refuse Loading Truck for the Sanitation Department.
6. Ordinance authorizing a change in staffing levels for the Sanitation Department.

D. Finance

1. Ordinance waiving competitive bids in conjunction with an audit of federal grant activity and enter into an agreement with Craft, Veach & Company.

E. Personnel

1. Resolution authorizing a name change within the Administration Department.

Old Business

New Business

Adjournment

Memo

To: Mayor and City Council Members
From: Lauralee Wilcox McCool, CDBG Director
Date: 2/8/2013
Re: Feb. 12 public hearing on 2013 Budget

The Community Development Department recently held trainings on CDBG funding in correlation with the 2013 funding cycle. I worked with each applicant to adjust their request to meet CDBG objectives and City of Conway priorities.

Highest priority was given to transportation services for the public services portion of the grant.

Attached is the Community Development Department's recommendation for 2013 allocations. This budget includes reallocation of funds from previous years when projects came in under budget or had carryover.

As always, if an adjustment is made in funds received, the amount of the allocation will be adjusted as well. Projects that were unfunded or underfunded may be considered at that time.

2013 CDBG Budget

Project Name	Project Description	Requested	Total Project Cost	People Served	Carryover	Recommended	Total
Children's Advocacy Allaince	Complete a medical exam room	\$5,000.00	\$25,250.00	120			\$5,000.00
Pine Street Revitalization Project	Northeast Old Conway revitalization efforts	\$60,000.00			\$363,442.48	\$60,000.00	\$409,811.52
CAPCA	Housing Rehab	\$120,000.00	\$120,000.00	19 homes	\$70,000.00		\$70,000.00
Faulkner County Council on Aging	Building purchase	\$200,000.00	\$2,100,000.00	1127		\$200,000.00	\$200,000.00
Total Projects						\$260,000.00	\$684,811.52
Public Services Requests ONLY 15% of total budget							
Bethlehem House	Third shift staffing of homeless shelter	\$5,000.00	\$18,500.00	400		\$5,000.00	\$5,000.00
Big Brothers Big Sisters	Youth Mentoring	\$10,000.00	\$50,146.00	50		\$0.00	\$0.00
Boys & Girls Club	Transportation for kids	\$15,000.00	\$45,043.00	250		\$10,000.00	\$10,000.00
Independent Living Services	9-passenger, handicap accessible bus	\$9,669.00	\$48,343.00	159		\$9,669.00	\$9,669.00
Faulkner County Council on Aging	Transportation services the elderly	\$10,000.00	\$34,900.00	200		\$10,000.00	\$10,000.00
FCCDD	Trans Services to jobs & job training for Disabled	\$25,000.00	\$77,630.51	200		\$20,000.00	\$20,000.00
Women's Shelter	Collaborative Transportation Program	\$5,000.00	\$8,532.00	200		\$5,000.00	\$5,000.00
TOTAL Public Services						\$59,669.00	\$59,669.00
Administration 20%						\$80,000.00	\$80,000.00
GRAND TOTAL OF GRANT							\$824,480.52
Grand total includes \$424,811.52 carry over from previous years							



**City of Conway, Arkansas
Resolution No. R-13-___**

A RESOLUTION RECOGNIZING JACE MOTLEY FOR BEING SELECTED AS A DELEGATE TO THE 51ST ANNUAL UNITED STATES SENATE YOUTH PROGRAM; AND FOR OTHER PURPOSES;

Whereas, Jace Motley attends Conway High School-West and serves as Student Body president; and is a member of National Honor Society and National Beta Club, an all-region violinist, Spanish tutor, and received top scores on his AP Government and Language exams; and

Whereas, He also completed the Arkansas young voter workshop, attended a National Rifle Association Youth Educational Summit, and campaigned for state senate and U.S. Congressional candidates; and

Whereas, Jace is active in many community service projects, and plans to pursue degrees in economics and international affairs; and

Whereas, Senators Mark Pryor and John Boozman have announced Jace as one of two from Arkansas students who have been selected as delegates to the 51st Annual United States Senate Youth Program (USSYP) that will be held March 9 – 16, 2013 in Washington, D.C.; and

Whereas, Each year this extremely competitive merit-based program brings 104 of the most outstanding high school students — two from each state, the District of Columbia and the Department of Defense Education Activity — to Washington, D.C. for an intensive week-long study of the federal government and the people who lead it; and

Whereas, In addition to outstanding leadership abilities and a strong commitment to volunteer work, the student delegates rank academically in the top one percent of their states among high school juniors and seniors; and

Whereas, While in Washington the student delegates will attend meetings and briefings with Senators and Congressional staff, the President, a Justice of the Supreme Court, leaders of cabinet agencies, an Ambassador to the United States and top members of the national media; and

Whereas, Among the many distinguished alumni include: Senator Susan Collins, the first delegate to be elected U.S. Senator; New Jersey Governor Chris Christie, the first delegate to be elected governor; Congressman Cory Gardner, the first delegate to be elected to the U.S. House of Representatives; former Chief Judge Robert Henry, U.S. Court of Appeals for the Tenth Circuit; former Ambassador to West Germany Richard Burt, and former Presidential Advisors Thomas "Mack" McLarty and Karl Rove; and

Now therefore, be it resolved, that the Conway City Council does hereby recognize Jace Edwin Motley for being selected as a delegate to the 51st Annual United States Senate Youth Program; and

Further resolved, that a copy of this resolution be presented to Jace as evidence of the sincere sentiments and recognition of this legislative body.

PASSED this 12th day of February, 2013.

Attest:

Approved:

Mayor Tab Townsell

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



4701 Northshore Drive
North Little Rock, AR 72118

TEL 501.376.3633
FAX 501.372.8042

www.GarverUSA.com

January 29, 2013

Mr. Ronnie Hall, PE
City of Conway
100 East Robins
Conway, AR 72032

Re: Letter Contract for Professional Engineering/Architecture Services
New Airport Terminal Construction

Dear Mr. Hall:

With this letter contract, we (Garver, LLC – “Garver”) are pleased to propose our services to you (City of Conway – “Client”) related to the New Airport Terminal Construction in accordance with our previous discussions. This letter will describe our proposed scope of services, performance schedule, and payment terms.

Scope of Services

We understand that you want us to provide design, bidding, and construction services for the project. More specifically, we propose to accomplish the following:

1. Design Services – Garver will coordinate architectural, electrical, mechanical, and landscape design services through a subcontract with Rik Sowell Architects for an approximately 6,000 s.f. terminal building. See attached proposal/scope of work. Garver will perform all civil engineering associated with the terminal building.
2. Bidding Services – Garver will provide bidding services to include addendum/inquiry support, bid opening, bid tabulation preparation, bid evaluation, notice to proceed preparation, and preconstruction conference coordination.
3. Construction Phase Services – Garver will coordinate construction site visits through Rik Sowell Architects. Garver will provide construction administration and will prepare monthly invoices to the contractor.

Deliverables include: Construction plans, specifications, contract documents, probable construction cost, and an Arkansas Department of Aeronautics grant application.

The Client will provide and/or accomplish the following:

1. Client will not hire any of Garver’s employees during performance of this contract and for a period of one year beyond completion of this contract.

For clarification, our proposed scope of services does not include the following:

1. Utility tie ins other than water and sewer.

2. Wetlands identification or mitigation design or other work related to environmentally or historically (culturally) significant items.
3. Changes to major design elements after previous direction or approval or redesign to accommodate Client's or Owner's budget after receipt of construction bids that exceed Garver's cost opinions.

These and other services are considered as extra work and can be added to this agreement by written amendment.

Schedule

We will begin the work immediately and will accomplish the work on a mutually agreeable schedule.

Payment Terms

For the work described under Scope of Services, the Client will pay Garver as outlined in the below table.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Terminal Engineering/Architecture Services	\$117,000.00	LUMP SUM
TOTAL FEE	\$117,000.00	

The lump sum amount to be paid under this agreement is \$117,000. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Any unused portion of the fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about June 1, 2014.

Additional Services (Extra Work): For work not described or included in Scope of Services but requested by the Client in writing, the Client will pay Garver, for time spent on the project, at the rates shown in Appendix B for each classification of Garver's personnel plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Client and Garver, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Garver and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of Garver and its subconsultants to all those named shall not exceed \$117,000, or Garver's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not

limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Garver shall not be liable to Client for any special, indirect, or consequential damages, such as, but not limited to, loss of revenue or loss of anticipated profits.

Please indicate your acceptance of this proposed contract and authorization to proceed by signing in the space provided below. Please return one signed original of this contract to us for our records. We appreciate the opportunity to provide our services to you.

Sincerely,

GARVER, LLC

Wm. Earl Mott, PE
Senior Project Manager

Accepted for City of Conway by: _____ Title: _____ Date: _____

Attachments: Appendix B, Rik Sowell Architects Proposal/Scope of work

APPENDIX B

**CITY OF CONWAY
NEW AIRPORT TERMINAL CONSTRUCTION**

DESIGN, BIDDING, AND CONSTRUCTION SERVICES

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-2	X-2	MANHOUR SUBTOTAL S
	\$246.00	\$180.00	\$147.00	\$126.00	\$102.00	\$90.00	\$95.00	\$70.00	
	hr	hr	hr	hr	hr	hr	hr	hr	
1. Civil Engineering									
Preliminary Work				12	4				
Coordination With Architect				12	4				
Coordination with Owner				12	4				
Final Plans									
Project Layout Plan				2	6		6		
Site Plan				2	6	12	12		
Grading Plan				2	4	12	12		
Utility Plan				2	6	8	16		
Typical Details				2	4	12	8		
Specifications/Contract Documents					8	4			
Opinion of Probable Construction Cost					2				
Bidding Services									
Addendums/Inquiries				1	4				
Bid Opening				3	3				
Prepare Bid Tabulation					1			1	
Evaluate Bids and Recommend Award				1	1				
ADA Grant Application/Support				0.5	4				
Prepare Construction Contracts					1			2	
Notice To Proceed					1				
Preconstruction Conference				4	4				
Construction Administration				16	16				
Pay Requests				2	2			5	
Final Inspection				6	6				
Subtotal - Civil Engineering	0	0	0	79.5	97	48	54	8	
2. Structural Engineering									
Subtotal - Structural Engineering	0	0	0	0	0	0	0	0	
3. Mechanical Engineering									
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	
4. Electrical Engineering									
Design Review		6							
Subtotal - Electrical Engineering	0	6	0	0	0	0	0	0	

Hours	0	6	0	79.5	97	48	54	8	293
Salary Costs	\$0.00	\$1,080.00	\$0.00	\$10,017.00	\$9,894.00	\$4,320.00	\$5,130.00	\$560.00	\$31,001.00

SUBTOTAL - SALARIES: \$31,001.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$174.00
Postage/Freight/Courier	\$75.00
Travel Costs	\$250.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$499.00

SUBTOTAL: \$31,500.00

Rik Sowell Architects \$85,500.00

TOTAL FEE: \$117,000.00



1315 North Street
Suite 100
Conway, AR 72034

501.450.9633
info@sowellarchitects.com

PROPOSAL FOR ARCHITECTURAL SERVICES (REVISED 1-28-13)

TO: Garver Engineers
4701 Northshore Drive
North Little Rock, Arkansas 72118

PROJECT: Airport Terminal Building
Conway, Arkansas
Architect's Project No. 13727

OWNER: City of Conway
Conway, Arkansas

ARCHITECT: Sowell Architects, Inc.
1315 North Street, Suite 100
Conway, Arkansas 72034

PROJECT:

The proposed project consists of a one-story municipal airport terminal building located at the proposed new airport facility in west Conway, AR. The building will contain approximately 6,000 square feet and house private aviation facilities including, but not limited to, lounge, waiting, conference room, restrooms, pilot's lounge, flight planning room, administrative offices, business center and training room. Garver Engineers provided a floor plan that will serve as the basis for design.

SCOPE OF SERVICES:

This proposal includes all elements as required for a complete turnkey project to a point five feet outside the perimeter of the building. The scope of work includes the structural and mechanical engineering for complete systems. All civil engineering associated with the building will be the responsibility of Garver Engineers. We propose to provide architectural services as briefly described here:

- Programming – The programming phase consists of the gathering of information necessary to produce a design. This information will be gathered through meetings between Garver Engineers, the City of Conway mayor's office, the Airport Commission and Sowell Architects. The majority of this work has been completed. Minor adjustments are anticipated.
- Schematic Design – The schematic design phase will translate the programming information into a preliminary design. The plan provided by Garver Engineers will serve as the basis for design with adjustments as required as programming requirements are finalized. The phase will conclude with an approved design and cost estimate. Presentation drawings including a floor plan and views of the building will be provided. Three-dimensional computer modeling is also included in electronic and print format for the client and owner's use. Estimated costs are provided early in the process and updated as the design progresses.

- Design Development – The architect will refine the schematic design by working out the structural and mechanical systems in an effort to finalize the design. It is the process of going from *preliminary* to *precise*. This phase will include coordination with all engineering consultants, including the civil designer.
- Construction Documents – The architect will produce the technical drawings and specifications that are required to obtain bids and construct the project. Architectural, structural, plumbing, heating/cooling and electrical plans are included. Other engineering services, such as audio/visual, information technology and acoustics can be added if needed. The architect will coordinate the work with the owner's interior designer, furniture supplier, audio/video designer/provider or other owner-provided entity. [Landscape and irrigation design is also included.](#)
- Bidding – Garver Engineers will coordinate and manage the bidding process. Sowell Architects will provide assistance in the interpretation of the bid documents.
- Construction – The architect will serve as the client's representative during construction. The work will include periodic job site inspections to ensure the work adheres to the plans and specifications, review and approval of contractor pay requests, assistance in the selection of colors, meetings with the contractor, client and owner as required and management of changes to the work. A final inspection will be provided prior to occupancy.

FEE:

Compensation for services as described above shall be a fixed fee of [eighty five thousand five hundred dollars \(\\$85,500\)](#). We reserve the right to renegotiate the fee if significant changes to the program are required after approval of the preliminary design.

Any work above and beyond the scope of this proposal will be considered additional services and will be invoiced according to standard hourly rates.

REIMBURSABLE EXPENSES:

Reasonable and ordinary expenses associated with the project such as long distance phone calls, postage and automobile mileage are included in the fee and are not considered reimbursable expenses. All other expenses, including presentation costs, document printing, fees paid to governing authorities and document shipping will be considered reimbursable.

FEE PAYMENT SCHEDULE:

The fee will be invoiced as follows:

- Twenty percent (20%) upon completion of Schematic Design.
- Fifteen percent (15%) upon completion of Design Development.
- Forty percent (40%) upon completion of the Construction Documents.

- Five percent (5%) upon completion of the Bidding phase.
- Twenty percent (20%) during the Construction phase, invoiced monthly based on the percentage of work completed.

If the project is terminated at any time prior to completion, payment shall be made for all services rendered up to the point of termination but there is no obligation to pay for services beyond that point that have not yet been rendered.

DRAWING AND MEDIA FORMAT:

The following presentation materials will be provided to the client upon the conclusion of the schematic design phase:

- Large-scale display boards in 24" x 36" format.
- Electronic files for use in projected or printed format.

The drawings and specifications will be electronically produced and kept on file in the office of the architect. Printed sets of documents will be provided to the client and owner if desired as well as electronic files.

CLIENT'S RESPONSIBILITIES:

The client shall provide relevant site information, provide realistic budget information, render decisions in a timely manner, provide full information regarding the requirements of the project including a program which sets forth the owner's objectives, pay for geotechnical engineering, pay for materials testing during construction, participate in the orderly and sequential progress of the architect's services, provide environmental and hazardous testing if necessary, authorize the architect to furnish the services of additional consultants if needed for the project, provide prompt notification to the architect if project is put on hold and pay for services up to that point.

ACCEPTANCE OF THIS PROPOSAL:

The above stated scope of work, fee, terms and conditions are satisfactory and hereby accepted.

Representative
Garver Engineers

Date: _____



Rik Sowell, President
Sowell Architects, Inc.

January 28, 2013

Date

MEMORANDUM

To: Mayor Tab Townsell

From: Ronnie Hall, P.E.

Date: February 6, 2013

Reference: Stage 2A - Paving
Weaver Bailey Contract
Relocated Conway Airport

The 2012 FAA Grant for Relocated Conway Airport included a budget amount of \$5,060,000 for the paving contract. The attached Change Order increases the Weaver-Bailey Contract to about that amount.

The Soil Cement Stabilization is increased to cover all areas of completed embankment including the Runway, Taxiway and Private Hangar Apron, Terminal Area Apron and Corporate Hangar Apron. This will give a non-deteriorating surface on all completed areas of earthwork.

The Concrete Pavement is increased to include all the runway, the initial phase of the taxiway, the Terminal Area Apron as well as most of the Corporate Hangar Area Apron.

The change order also eliminates the Unclassified Excavation and the majority of the Embankment that (due to efficiency and economics) was added by change order to the existing Paladino Grading and Drainage Contract.

I am requesting approval of the attached Change Order No. 1 to the Stage 2A- Paving Contract.



Construction Contract Change Order

Project: New Conway Airport - Stage 2A Paving Construction Garver Job No. 1101-1500	Change Order No. 1 Date Prepared: January 31, 2013
Owner: City of Conway 100 East Robins Conway, AR 72032	Contractor: Weaver-Bailey Contractors, Inc. P.O. Box 60 El Paso, AR 72045

Description of Work Included in Contract
 Stage 2A Paving Construction

Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)

- A. Reduction in Item P-152-4.1 Unclassified Excavation. This item was reduced due to changes in the existing subgrade by the previous contractor.
- B. Reduction in Item P-152-4.2 - Embankment in Place. This item was reduced due to changes in the existing subgrade by the previous contractor. Material was added due to increase in concrete quantity.
- C. Increase in Item P-301-6.1 - Soil Cement Base Course (8" Thickness). This Item was increased due to an excess of funds available in the FY2012 grant.
- D. Increase in Item P-501-8.1a - Portland Cement Concrete Pavement (11" Thickness). This item was increased due to an excess of funds available in the FY2012 grant.
- E. Increase in Soil-Cement Base Course depth by 1"

Attachments:

Contract Changes	Bid Item No.	Bid Item Description	Original Estimated Quantity	Unit of Measure	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost
A.	P-152-4.1	UNCLASSIFIED EXCAVATION	815	C.Y.	\$4.68	0	\$4.68	\$3,814.20	\$0.00
B.	P-152-4.2	EMBANKMENT IN PLACE	21,255	C.Y.	\$7.87	6,729	\$7.87	\$167,276.85	\$52,957.23
C.	P-301-6.1	SOIL-CEMENT BASE COURSE (8" THICKNESS)	107,724	S.Y.	\$4.71	188,056	\$4.71	\$507,380.04	\$885,743.76
D.	P-501-8.1a	PORTLAND CEMENT CONCRETE PAVEMENT (11" THICKNESS)	102,280	S.Y.	\$32.94	112,238	\$32.94	\$3,369,103.20	\$3,697,119.72
E.	C.O.1-1	ADDITIONAL SOIL CEMENT BASE COURSE	0	S.Y.	\$0.00	188,056	\$0.33	\$0.00	\$62,058.48

Summation of Cost	\$4,047,574.29	\$4,697,879.19
Net Cost for this Change Order	\$650,304.90	

Estimated Project Cost	Time Change
Estimated Project Cost	Original Contract Start Date
Original Contract Amount	November 26, 2012
Previously Approved Changes	Original Contract Time (calendar days)
This Change Order	250
New Contract Amount	Additional Calendar Days granted by this Change Order
\$5,048,965.33	50
	New Contract Time (calendar days)
	300
	New Construction Completion Date
	September 22, 2013

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS INDICATED ABOVE

Engineer: Garver

 Engineer's Signature

 Title

 Date

ACCEPTED BY CONTRACTOR

 Contractor's Signature

 Title

 Date

APPROVED BY OWNER

 Owner's Signature

 Title

 Date



City of Conway, Arkansas
Resolution No. R-12- _____

A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSING OF A 7.5 FOOT UTILITY EASEMENT LOCATED ON THE WEST SIDE OF LOT 4 AND A 7.5 FOOT UTILITY EASEMENT LOCATED ON THE EAST SIDE OF LOT 3 IN THE MILL POND ACRES SUBDIVISION:

WHEREAS, a petition has been filed with the City Council of the City of Conway, Arkansas by Terry Clowers to abandon an easement located in the Mill Pond Acres Subdivision 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 **February 26th, 2013** 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 12th day of February, 2013.

Approved:

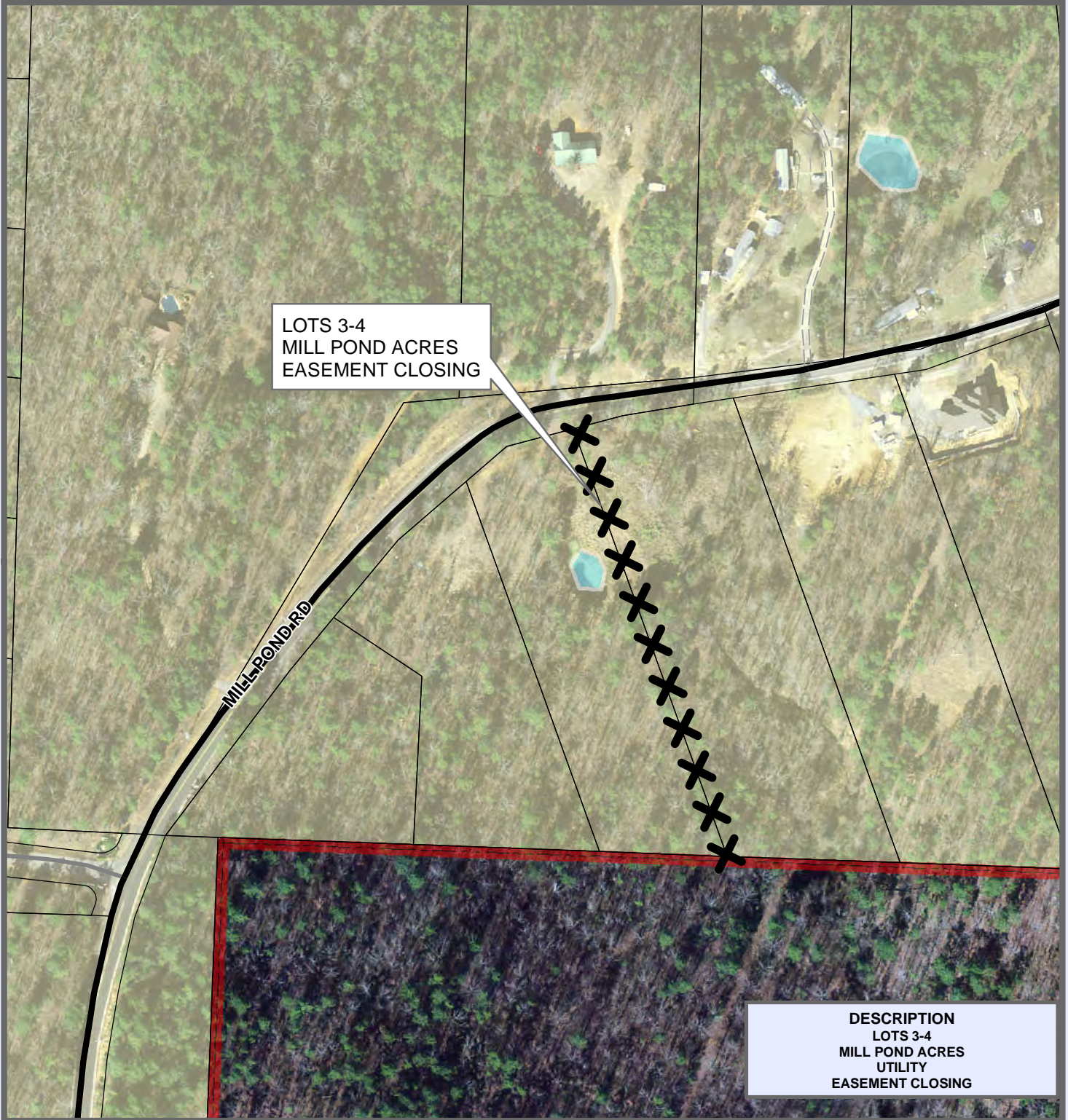
Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

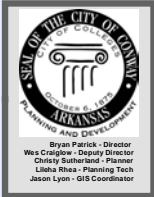
CITY OF CONWAY

MILL POND ACRES PH SUBDIVISION -- EASEMENT CLOSING

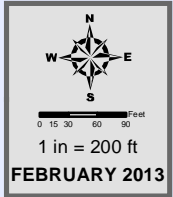


LOTS 3-4
MILL POND ACRES
EASEMENT CLOSING

DESCRIPTION
LOTS 3-4
MILL POND ACRES
UTILITY
EASEMENT CLOSING



INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	MF-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	MF-2
COLLECTOR	CITY LIMITS	R-2	MF-3
RESIDENTIAL		HR	RMH
PRIVATE ROAD		SR	
INTERSTATE RAMP		Commercial	Office
RAILROADS		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	Special
			SP
			S-1
			A-1
			PUD



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
 www.ConwayPlanning.org/GIS
 E-MAIL: Jason.Lyon@CityofConway.org



City of Conway, Arkansas
Resolution No. R-13-_____

A RESOLUTION REQUESTING THE FAULKNER COUNTY TAX COLLECTOR PLACE A CERTIFIED LIEN AGAINST REAL PROPERTY AS A RESULT OF INCURRED EXPENSES BY THE CITY OF CONWAY; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on **2270 Cedar Oaks** within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

WHEREAS, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount **\$273.06** (\$235.56 + Penalty-\$12.55 + filing fee-\$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

WHEREAS, a hearing for the purpose of determine such lien has been set for **February 12th, 2013** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Conway, Arkansas that:

SECTION 1: That after said public hearing the amount listed above is hereby certified and is to be forwarded to the Faulkner County Tax Collector and Assessor by the City of Conway.

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

ADOPTED this 12th day of February, 2013.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

City of Conway
Planning & Development
1201 Oak Street
Conway, Arkansas 72032



Barbara McElroy
Administrative Assistant
Phone: 501-450-6107
Fax: 501-450-6144

MEMO:

To: Mayor Tab Townsell
CC: City Council Members

From: Barbara McElroy
Date: September 4, 2012

Re: January 9, 2013

- September 24th, 2012– Warning Violation written regarding graffiti on driveway & in City Street in front of residence.
- Property Owner is listed as Paul Shaw.
- Property was rechecked on 10/2/2012 with no progress made.
- I (Barbara) had left message asking to remove graffiti on 10/3/2012.
- Property was rechecked on 10/11/2012 no progress.
- Certified and regular letters were mailed 10/15/2012 to address on file and to the mortgage company on file with both letters from homeowner came back on July 2^{7th}.
- Property was rechecked on 10/30 and 11/6/2012 with no action taken.
- Final Cleanup finished on 12/3/2012.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

If you have any questions please advise.

City of Conway
Code Enforcement

1201 Oak Street
Conway, Arkansas 72032
www.cityofconway.org



Barbara McElroy
Permits & Planning Dept.
Phone 501-450-6107
Fax 501-450-6144

January 2, 2013

Paul Shaw
2270 Cedar Oaks Drive
Conway, AR 72032

Parcel # 710-08759-044

RE: Nuisance Abatement at 2270 Cedar Oaks Drive, Conway AR
Cost of Clean-Up, Amount Due: \$235.56

Dear Mr. Shaw,

Because you failed or refused to remove, abate or eliminate certain conditions on the aforementioned real property in the City of Conway, after having been given seven (7) days notice in writing to do so, the City of Conway was forced to undertake the cleanup of this property to bring it within compliance of the Conway Municipal Code.

The City of Conway is requesting payment for all costs expended in correcting said condition. If after thirty (30) days from the receipt of this letter notifying you of the cost to correct said condition, such payment has not been remitted to the City, the City has the authority to file a lien against real estate property for the cost expended after City Council approval.

At its **February 12th, 2013 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

1. Consideration of the cost of the clean-up of your real property.
2. Consideration of placing a lien on your real property for this amount.
3. Consideration of certifying this amount determined at the hearing, plus a ten percent (10%) penalty for collection & filing fees, to the Tax Collector of Faulkner County to be placed on the tax books as delinquent taxes and collected accordingly.

None of these actions will be necessary if full payment is received before the meeting date. Please make check payable to the **City of Conway** and mail to **1201 Oak Street Conway Arkansas 72032** with the **attention** to **Barbara McElroy**. If you have any questions, please feel free to call me at 501-450-6191.

Sincerely,

Barbara McElroy

City of Conway
Code Enforcement

1201 Oak Street
Conway, Arkansas 72032
www.cityofconway.org



Barbara McElroy
Permits & Planning Dept.
Phone 501-450-6107
Fax 501-450-6144

January 2, 2013

Bank of America
Billing Department
P.O. Box 5012
Woodland Hills, CA 91365

Parcel # 710-08759-044

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Cost of Clean-Up, Amount Due: \$235.56

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None of these actions will be necessary if full payment is received before the meeting date. Please make check payable to the **City of Conway** and mail to **1201 Oak Street Conway Arkansas 72032** with the **attention** to **Barbara McElroy**. If you have any questions, please feel free to call me at 501-450-6191.

Sincerely,

Barbara McElroy

INVOICE

City of Conway
Code Enforcement

DATE: FEBRUARY 8, 2013

1201 Oak Street
 Conway, AR 72032
 Phone: 501-450-6191
 Fax 501-450-6144
 barbara.mcelroy@cityofconway.org

TO Paul Shaw
 2270 Cedar Oaks Drive
 Conway, AR 72032

Description: Mowing/Clean up/Admin Fees
 associated with the nuisance abatement at
 2270 Cedar Oaks Drive

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Grant Tomlin	710-08759-044	Due upon receipt	February 2, 2013

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
3	Clean up	13.75	41.25
3	Clean up	13.21	39.63
3	Maintenance Fee	15.00	45.00
	Cleaning supplies--	37.27	37.27
1	Administrative Fee (Barbara McElroy)	24.15	24.15
1	Administrative fee (Grant Tomlin)	19.10	19.10
1	Administrative Fee (Glenn Berry)	21.70	21.70
2	Certified Letter	3.29	6.58
2	Regular letter	.44	.88

- Total amount due after 2/12/2013 includes collection penalty & filing fees

TOTAL BY 2/12/2013	\$235.56
TOTAL AFTER 2/12/2013	\$273.06

Make all checks payable to City of Conway Code Enforcement @ 1201 Oak Street Conway Arkansas 72032

**Conway Code Enforcement
Incident Report**

Date of Violation: September 24, 2012

Violator Name: Paul Shaw

Address of Violation: 2270 Cedar Oaks

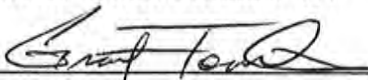
Violation Type: Defacement of Property

Warning #: CE6089

Description of Violation and Actions Taken:

On 9-24-12, I received a complaint regarding graffiti being spray painted on property located at 2270 Cedar Oaks. The complaint also stated that graffiti had been spray painted on the street as well. Upon arrival at the above residence, I found that there was profane graffiti spray painted on the driveway of the residence, the fence and also on the street in front of the residence. Spray painted on the driveway and fence were the initials "B.A.M.F." or "bad ass mother fucker". The word "fuck" was also spray painted on the driveway and the street in front of the house. "I love Don" was also painted on the street as well as some unreadable graffiti. The driveway contained some unreadable graffiti as well. A warning was issued to the owner of the residence for violation of the Conway Nuisance Abatement Code, section 3.2.9, for defacement of property. The warning was left on the door, as no one was home at the time. A recheck was done on 10-2-12 by Officer Haynes, as I was on vacation. Officer Haynes noted no progress at that time. On 10-3-12, Code Enforcement assistant Barbara McElroy left a message by phone to clean up the graffiti. A recheck was done again on 10-11-12 with no progress made. Certified letters were sent at this time. The property was rechecked again on 10-30-12 and 11-6-12 with no progress made. Clean up was scheduled at this time. Clean up was done on 12-3-12. The street department responded and covered the graffiti on the street with black asphalt paint. The physical plant used a pressure washer and muriatic acid to remove the graffiti from the fence and driveway of the residence. Pictures were taken both before and after clean up was done. Pictures are on file for review.

Code Enforcement Officer: Grant Tomlin # 407

Officer Signature:  _____

Date: 1-16-13 **Time:** 1040

Memo

To: Mayor and City Council Members
From: Lauralee Wilcox McCool, CDBG Director
Date: 2/8/2013
Re: Feb. 12 public hearing on 2013 Budget

The Community Development Department recently held trainings on CDBG funding in correlation with the 2013 funding cycle. I worked with each applicant to adjust their request to meet CDBG objectives and City of Conway priorities.

Highest priority was given to transportation services for the public services portion of the grant.

Attached is the Community Development Department's recommendation for 2013 allocations. This budget includes reallocation of funds from previous years when projects came in under budget or had carryover.

As always, if an adjustment is made in funds received, the amount of the allocation will be adjusted as well. Projects that were unfunded or underfunded may be considered at that time.

2013 CDBG Budget

Project Name	Project Description	Requested	Total Project Cost	People Served	Carryover	Recommended	Total
Children's Advocacy Allaince	Complete a medical exam room	\$5,000.00	\$25,250.00	120			\$5,000.00
Pine Street Revitalization Project	Northeast Old Conway revitalization efforts	\$60,000.00			\$363,442.48	\$60,000.00	\$409,811.52
CAPCA	Housing Rehab	\$120,000.00	\$120,000.00	19 homes	\$70,000.00		\$70,000.00
Faulkner County Council on Aging	Building purchase	\$200,000.00	\$2,100,000.00	1127		\$200,000.00	\$200,000.00
Total Projects						\$260,000.00	\$684,811.52
Public Services Requests ONLY 15% of total budget							
Bethlehem House	Third shift staffing of homeless shelter	\$5,000.00	\$18,500.00	400		\$5,000.00	\$5,000.00
Big Brothers Big Sisters	Youth Mentoring	\$10,000.00	\$50,146.00	50		\$0.00	\$0.00
Boys & Girls Club	Transportation for kids	\$15,000.00	\$45,043.00	250		\$10,000.00	\$10,000.00
Independent Living Services	9-passenger, handicap accessible bus	\$9,669.00	\$48,343.00	159		\$9,669.00	\$9,669.00
Faulkner County Council on Aging	Transportation services the elderly	\$10,000.00	\$34,900.00	200		\$10,000.00	\$10,000.00
FCCDD	Trans Services to jobs & job training for Disabled	\$25,000.00	\$77,630.51	200		\$20,000.00	\$20,000.00
Women's Shelter	Collaborative Transportation Program	\$5,000.00	\$8,532.00	200		\$5,000.00	\$5,000.00
TOTAL Public Services						\$59,669.00	\$59,669.00
Administration 20%						\$80,000.00	\$80,000.00
GRAND TOTAL OF GRANT							\$824,480.52
Grand total includes \$424,811.52 carry over from previous years							



Tree Board

City of Conway

1201 Oak Street Conway, AR 72032

501.450.6105 501.450.6144 (f)

MEMO

TO: Conway City Council Members
FROM: Kami Marsh, Conway Tree Board
SUBJ: Nominations to Serve on Conway Tree Board
DATE: February 5, 2013

The Conway Tree Board submits the names of the following for confirmation to serve terms on the Tree Board for the terms specified. A copy of each applicant's Nomination Form is attached.

Barbara Watkins, 520 Windmill Circle, 3-year term

Garry Conley, 3003 Eggman Lane, 3-year term

Tonya Musial is recommended for reappointment to a 3-year term, also.

Attachments:
2 Applications

2013 Conway Tree Board Updated: 2/5/2013

Urban Forestry Consultant

Kami Marsh, UA Extension Service
110 South Amity Rd.
Conway, AR 72032
Office: 501-329-8344
Cell: 308-750-4468 personal
Cell:501749-8924 work
kmarsh@uaex.edu

Conway Area Chamber Member

Barry Williams*
170 Commerce Rd.
Bldg. 201
Conway Ar 72034
501-590-9590 cell
501-328-3316 work
Barry.williams@craftontull.com
Term Expires: 2014

Business Owner Member

Tonya Musial**
38 Lakeview Dr.
Conway, AR 72032
Home: 501-329-5080
Work:501-339-7483
tmusia@acxiom.com
Term Expires: 2015 *Second Term

Conway Corp Employee Member

Jim Isom
3342 Chimney Rock
Conway, AR 72034
Work: 501-450-6065
Cell:501-339-5903
jim.isom@conwaycorp.com
Term Expires: 2013

Professional Horticulturist Member

Ouida Wright
1170 Winfield Street
Conway AR 72032
Home: 501-329-9334
Mobile: 501-730-3292
ouida.wright@conwaycorp.net
Term Expires: 2013

City Department

Jim Elliot
10 Lower Ridge Rd
Conway AR 72032
Jim.elliott@cityofconway.org
Mobile 501-733-4279
Office 501-450-6186
Term Expires: 2014

Members at Large:

Barbara Watkins
520 Windmill Circle
Conway Ar 72034
Home: 501-327-0750
Cell: 501-908-9892
Jimandbarb@conwaycorp.net
Term Expires: 2015

Gary Conley
3003 Eggman Lane
Conway Ar 72034
501-327-3497
Term Expires: 2015

Betsy Gillaspay-Williams
2570 Zoysia Lane
Conway, AR 72034
Home: 501-499-6660
Cell: 479-857-3944
cwill3944@gmail.com
Term Expires: 2014

Trey Massingill***
1404 Caldwell St, Apt 12
Conway, AR 72034
Home: 501-613-3832
Work: 501-342-3173
trey.massingill@gmail.com
Term Expires: 2013

* (Chair)--Barry

** (Vice-chair) Tonya

*** (Secretary) Trey



RECEIVED
12/3/12

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

Date: Dec 1, 2012

Board applying for: (One board per form)

Conway Tree Board

(If you are applying for more than one board, you will only need to fill out the second page once.)

Person Nominated: Barbara Watkins

Address: 520 Windmill Circle City, State, Zip Conway, AR 72034

Phone/Home: 501-327-0750 Work: Retired RN + Hospital Administrator

Person making nomination: Betsy Dillaspay-Wilkinson

Address: 2590 Zoula Ln

Phone/Home: 501-499-4660 Work: Retired (Master Gardener)

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

List community/civic activities in which you have been involved:

First Presbyterian Church Conway Landscape Committee

Tucker Creek Trail – citizen advisory

Conway Country Club

Habitat

Good Neighbor Advisory to the Chancellor – UAMS chairman

Investment Club – president

USAF Academy Parents Club - president

First Presbyterian Church Conway Elder/Deacon - outreach, marketing, technology

Conway Daze UCA – orientation fair

United Way

CRMC Health Fair - screening

Indicate why you are interested in serving on the Conway Tree Board and what other qualifications apply to this position:

I would like to participate in assisting local government activities and to help plan the green future of Conway. Tapping citizen expertise is an effective way of gathering, analyzing and making recommendations. As a gardener for the past 40 years, as well as landscape designer, I feel I can advocate for desirable tree choices. I have extensive experience in pruning and tree maintenance. I've planned and implemented drainage, erosion prevention, and climate control into landscape projects. As a health professional, of course, I'm informed on pollution, air quality, and environmental measures. I've worked with agencies and group process shaping policies and increasing cooperation. I have an attitude of volunteerism and continue to be a lifelong learner. I would like to have the opportunity to contribute my experience and special interest with trees in Conway. As a 30 year resident of Conway, I'm very invested in this community and want to see it beautiful, safe, and healthy.

Other qualifications that apply are my leadership qualifications having worked years in the healthcare industry. I've been an educator, technical writer, and coordinator. Also, I have worked with building contractors and vendors.

What contributions do you hope to make?

If appointed, I hope to participate in the street tree inventory. I would like to increase public awareness of urban forestry issues, by writing articles and using publicity to help citizens verbalize the value of trees and tree management. I would enjoy researching tree information as well as updating the website. Talking with stakeholders is always important in getting things done and I have liaison skills for coordination and consensus.

Barbara Watkins 12-2-12

Please provide the following information for consideration to a City of Conway Board/Commission. List community/civic activities. Indicate activities in which you (or your nominee) are or have been involved.

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

What contributions do you hope to make?

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

The City of Conway strives to ensure all City Boards are representative of our diverse community.

To assist in these endeavors; please provide the following information on a voluntary basis:

Age: 62 Sex: F Race: W

Occupation: Health care professional ward C-3

Email Address: Jim and Barb@conwaycorp.net

Barbara Walker
Signature of Applicant or Nominator

Dec. 2, 2012
Date



RECEIVED
DEC 12 2012
John Rogers

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

Date: 12/12/2012

Board applying for. (One board per form)

TREE BOARD

(If you are applying for more than one board, you will only need to fill out the second page once.)

Person Nominated: GARRY CONLEY
Address: 3003 EGGMAN LN, Conway, AR, 72034
Phone/Home: 501-327-3497 Work: RETIRED

Person making nomination: JIM ISOM
Address: 3342 CONWAY ROCK, Conway, AR, 72034
Phone/Home: 339-5903 Work: 501-450-6065

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

Please provide the following information for consideration to a City of Conway Board/Commission. List community/civic activities. Indicate activities in which you (or your nominee) are or have been involved.

GARRY HAS LIVED IN CONWAY FOR 30 YEARS AND COMPLETED TO LITTLE ROCK TO WORK, RECENTLY RETIRED, WISHES TO BECOME INVOLVED WITHIN THE COMMUNITY.

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

GARRY HAS WORKED AS AN ENVIRONMENTAL BIOLOGIST FOR TWENTY YEARS, HAS PROFESSIONAL KNOWLEDGE OF HOW THE EXISTING URBAN FOREST MAY BE PROTECTED AND ENHANCED.

What contributions do you hope to make?

GARRY WANTS TO RESTORE, PRESERVE AND ENHANCE THE NATURAL BEAUTY OF THE EXISTING URBAN FOREST BY HELPING TO DEVELOP A COMMUNITY FOREST MANAGEMENT PLAN.

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

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

Age: 56 Sex: MALE Race: CAUCASIAN

Occupation: RETIRED ENVIRONMENTAL BIOLOGIST Ward 1

Email Address: jim@son@conwaycorp.com

Signature of Applicant or Nominator

12/12/2012 Date



**City of Conway, Arkansas
Resolution R-13-_____**

A RESOLUTION AUTHORIZING THE DIVISION OF THE PLANNING AND DEVELOPMENT DEPARTMENT INTO TWO SEPARATE DEPARTMENTS TO BE NAMED THE PLANNING & DEVELOPMENT DEPARTMENT AND PERMITTING & CODE ENFORCEMENT DEPARTMENT

Whereas, the Planning and Development Department consists of Planning and Zoning, Building Permitting, Plans Review, Building Inspections, and Code Enforcement, and

Whereas, the above department functions would be better served by dividing Planning and Development into two distinct departments to administer specific planning and permitting & code enforcement activities,

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

- Section 1.** The Planning and Development Department will be divided March 1st, 2013 and the divided departments will be known as the Planning & Development Department and Permitting & Code Enforcement Department.
- Section 2.** The budgets of the two departments will be divided and a new Director of Permitting will be appointed. Bryan Patrick will continue planning and zoning duties as the Director of Planning.
- Section 3.** The title of Director of Permitting & Code Enforcement will be created upon division; the Mayor will appoint the Director of Permitting.

PASSED this 12th day of February, 2013.

Approved:

Mayor Tab Townsell

Attest:

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

MEMORANDUM

TO: Mayor Tab Townsell

FROM: Ronnie Hall, P.E.
City Engineer

DATE: February 6, 2012

REFERENCE: 2013 Fuel Bids

I have listed below the summary of the bids opened at 10:00 AM on Tuesday February 5, 2013 for 2013 the supply of gasoline and diesel utilized by the City Department. The original bids were rejected due to confusion regarding Ethanol and BioDiesel content.

	<u>Bid in \$ per Gallon</u>	
	<u>Satterfield</u>	<u>Knox Nelson</u>
Unleaded Gasoline (87 min Octane) (No Ethanol)	\$3.0230	\$2.7820
Unleaded Gasoline (87 min Octane) (10 % Max Ethanol)	\$2.8530	\$2.8450
Diesel Fuel (5% Max. BioDiesel)	\$3.2825	\$3.1705

If Knox Nelson is awarded the fuel contract, with the bid for no ethanol only \$0.03 per gallon, I suggest we confirm that the difference is minimal and utilize the unleaded fuel unless the differential changes significantly.

MEMORANDUM

To: Mayor Tab Townsell

From: Ronnie Hall, P.E.
City Engineer

Date: February 5, 2013

Reference: Prince Street Right of Way
Tract 9 – Trinity Development
Northeast Corner Prince St. and Salem Road

In order to construct the proposed Prince Street Improvements a strip varying in width from 18 feet to 12 feet across the 712 foot Prince Street frontage of the above referenced property is required. Our appraiser (Arkansas Appraisal Associates) has determined that just compensation for this right of way is follows:

12,022 square feet of land (\$8.50 per S.F.)	\$102,187
Sign Replacement & Parking Lot Work	\$28,880
Replacement Cost of Parking Lot Lost	<u>\$48,000</u>
 TOTAL ESTIMATED JUST COMPENSATION	 \$179,067

After review of the appraisal and initial offer of \$179,000, Mr. Ranking countered with an amount of \$225,000. At our request our consultants asked if he would consider a mid-point settlement of \$202,000.

Mr. Rankin agreed to settle immediately for \$210,000.

Please advise if you are OK with increasing the offer from \$179,000 to \$210,000 to acquire this parcel.

Parcel 8
Rahman, M.
1510 South
Little Rock,
Lot 8 Kofler
Bldg. Book 11
Tall Parcel
Original Area
ROW Required
Residual

Parcel 9 - Trinity Development
2800 Block Prince St.
Conway, Ar. 72034

Part of SW 1/4 SW 1/4, Section 2, T-5-N, R-14-W
Tax Parcel No. 710-08294-001P
Original Area = 209,000.88 sq. ft.
ROW Required = 12,022.56 sq. ft.
Residual = 196,978.32 sq. ft.

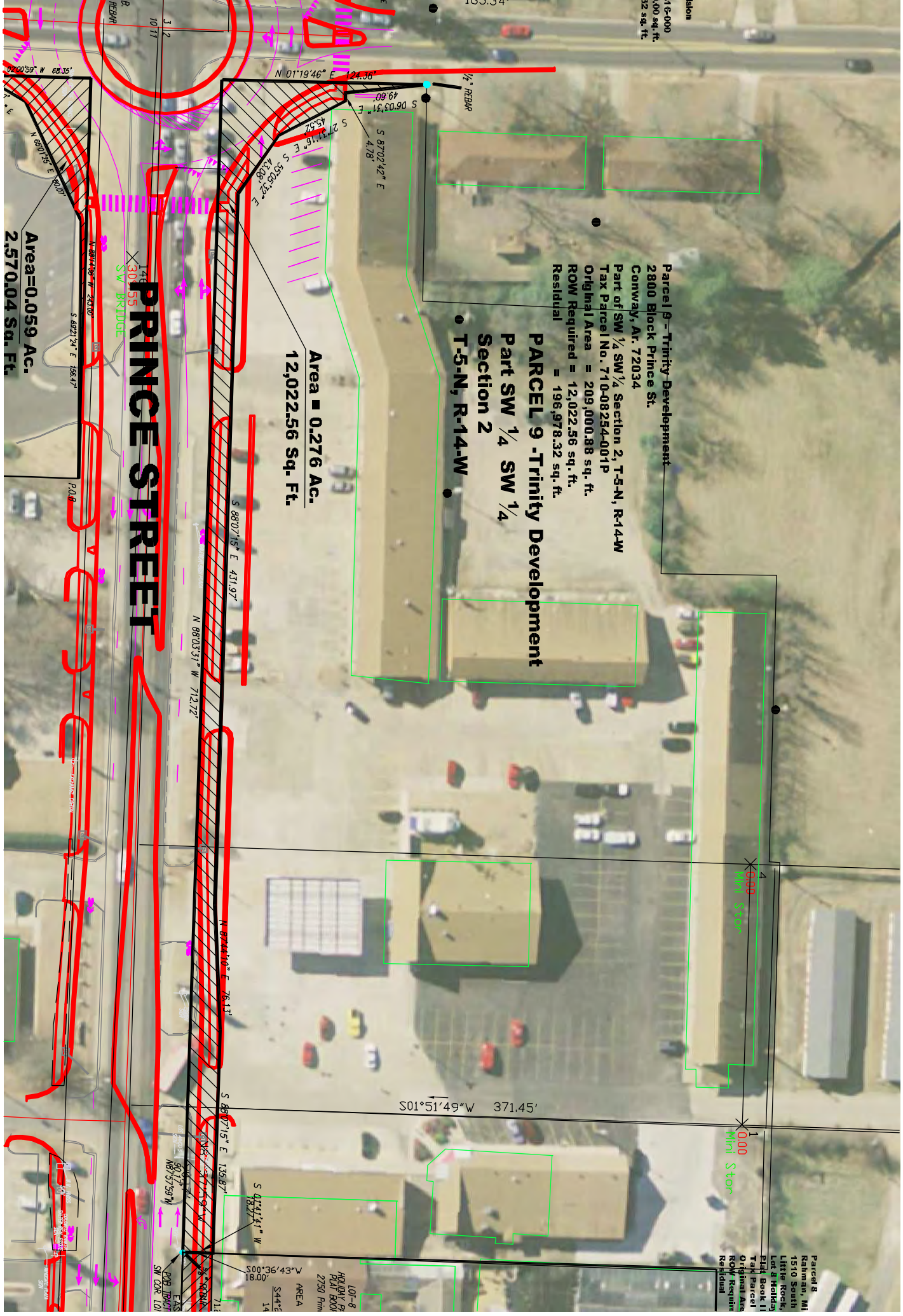
PARCEL 9 - Trinity Development
Part SW 1/4 SW 1/4
Section 2
T-5-N, R-14-W

Area ■ 0.276 Ac.
12,022.56 Sq. Ft.

PRINCE STREET

146
30.655
SW BRIDGE

Area=0.059 Ac.
2,570.04 Sq. Ft.





City of Conway, Arkansas
Ordinance No. O-12- _____

**AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING
ORDINANCE TO REZONE PROPERTY LOCATED AT 500 SOUTH BARIDON FROM R-2 TO MF-3:**

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

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

Lot 1, Ed's Subdivision Pt S1/2 NW

to those of **MF-3**, and a corresponding use district is hereby established in the area above described and said property is hereby rezoned.

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

PASSED this 12th day of February, 2013.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

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

January 24, 2013

Council Members
Conway, AR 72032

Dear Council Members:

Azalea Holdings II LLC request for a rezoning from R-2 to MF-3 for property that is located at 500 South Baridon with the legal description

Lot 1, Ed's Subdivision Pt S1/2 NW

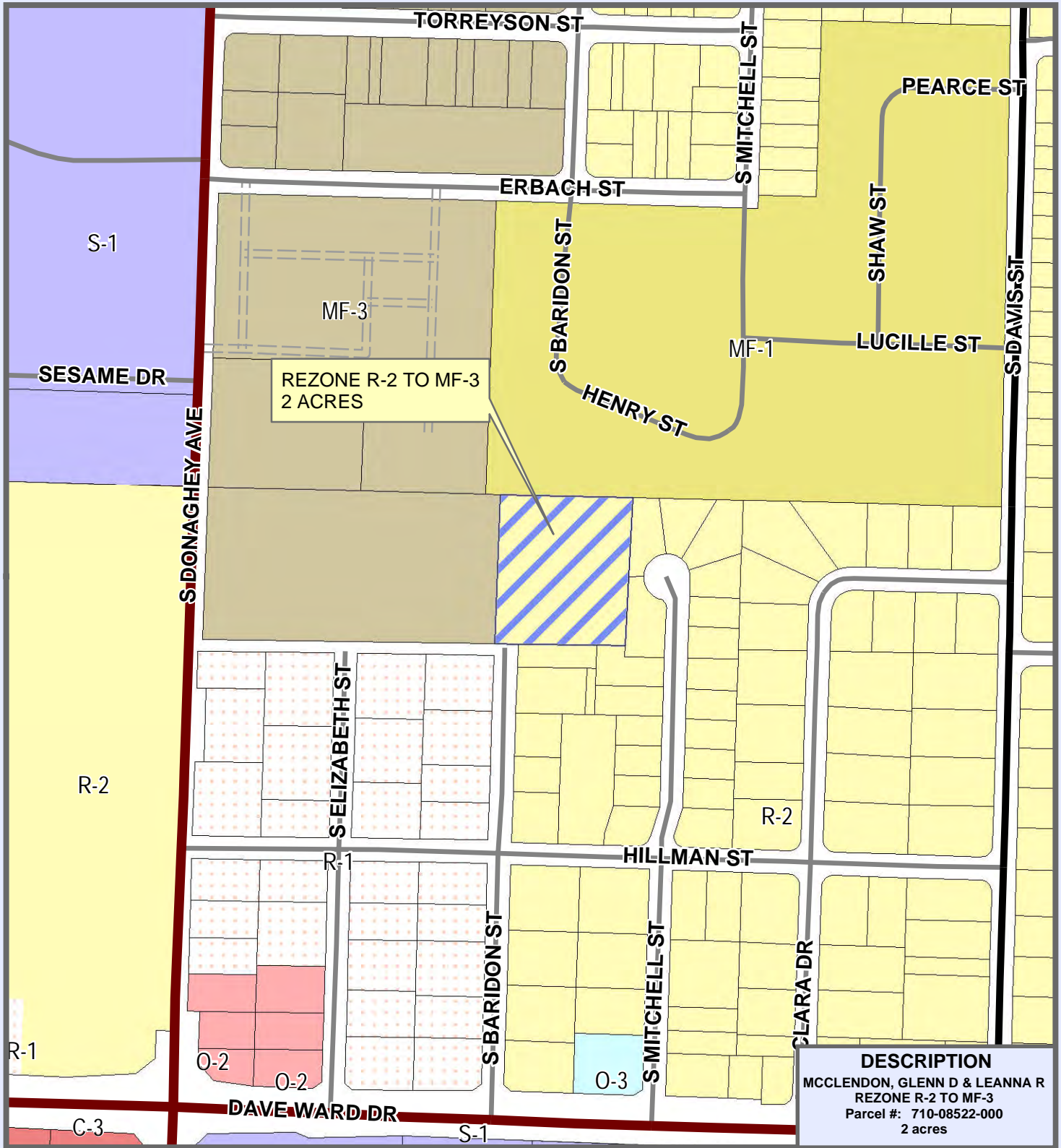
was reviewed by the Planning Commission at their regular meeting on January 23, 2013. The Planning Commission voted 7 – 1 to forward this request to the City Council with a recommendation for approval. Planning Commissioner Matthew Brown voted against the motion to rezone.

Sincerely,

Jon Arms, Chair
Planning Commission

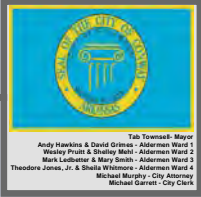
CITY OF CONWAY

AZALEA HOLDINGS II LLC REZONE R-2 TO MF-3

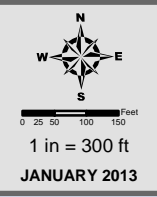


REZONE R-2 TO MF-3
2 ACRES

DESCRIPTION
 MCCLENDON, GLENN D & LEANNA R
 REZONE R-2 TO MF-3
 Parcel #: 710-08522-000
 2 acres



INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	I-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	RU-1
COLLECTOR	CITY LIMITS	R-2	I-3
RESIDENTIAL		HR	RMH
PRIVATE ROAD		SR	
INTERSTATE RAMP		Commercial	Special
RAILROADS		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	SP
			S-1
			A-1
			PUD
			TJ



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



City of Conway, Arkansas
Ordinance No. O-12- _____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 1405 SOUTH DONAGHEY FROM MF-1 TO MF-2:

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

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

23-05N-14W 20 acres, S 1/2 NE NE

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

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

PASSED this 12th day of February, 2013.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

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

January 24, 2013

Council Members
Conway, AR 72032

Dear Council Members:

Tuscany Holding LLC request for a rezoning from MF-1 to MF-3 for property that is located at 1405 South Donaghey with the legal description

23-05N-14W 20 acres, S 1/2 NE NE acres

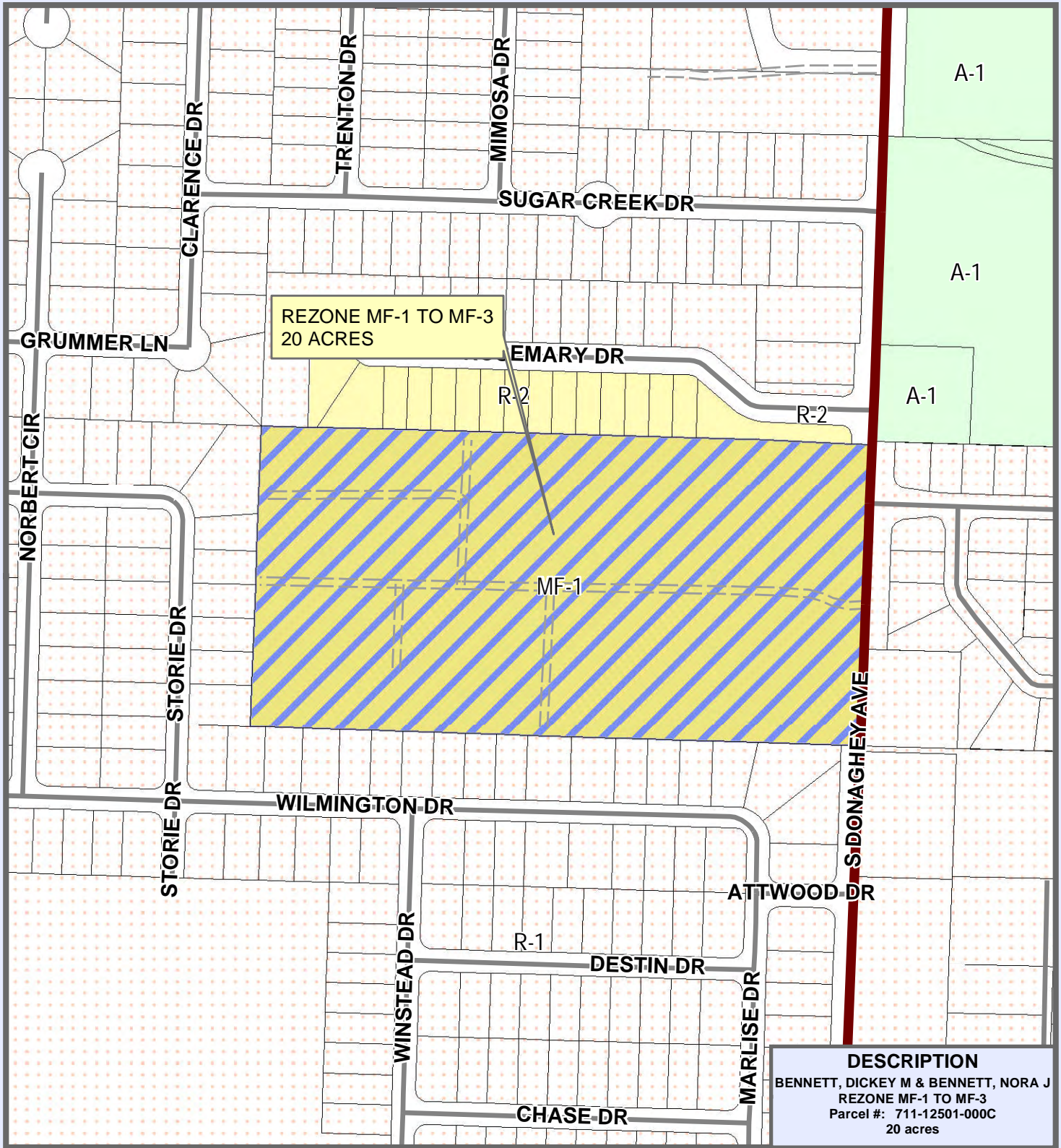
was reviewed by the Planning Commission at their regular meeting on January 23, 2013. The Planning Commission voted 6 – 2 to forward this request to the City Council with a recommendation for approval for rezoning to MF-2. Planning Commissioners Jeff Allender and Matthew Brown voted against the rezoning. Because of density and additional traffic, the Commission felt that MF-2 density was a better zoning alternative.

Sincerely,

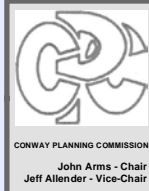
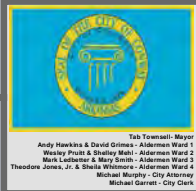
Jon Arms, Chair
Planning Commission

CITY OF CONWAY

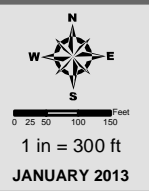
TUSCANY HOLDING LLC REZONE MF-1 TO MF-3



DESCRIPTION
 BENNETT, DICKEY M & BENNETT, NORA J
 REZONE MF-1 TO MF-3
 Parcel #: 711-12501-000C
 20 acres



INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	I-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	RU-1
COLLECTOR	CITY LIMITS	R-2	I-3
RESIDENTIAL		R-2	
PRIVATE ROAD		HR	RMH
INTERSTATE RAMP		SR	
RAILROADS		MF-1	Special
		MF-2	SP
		MF-3	S-1
		RMH	A-1
			PUD
			TJ
		Commercial	
		C-1	
		C-2	
		C-3	
		C-4	
		Office	
		O-1	
		O-2	
		O-3	



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



City of Conway, Arkansas
Ordinance No. O-12- _____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 3725 COLLEGE AVENUE (BACK ACHERS RANCH) FROM A-1 TO O-1:

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

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

Being a part of the N ½ SE ¼, of Section 9, T-5-N, R-14-W, Faulkner County, Arkansas, described as beginning at the NW corner of the NE ¼ SE ¼ of said Section 9; thence N 89°56'10" E along the North line of said NE ¼ SE ¼ 372.6 feet; thence S 0°28'26"W 400.0 feet; thence S 89°56'20"W 624.8 feet; thence N 9°17'47" East 404.29 feet to the North line of the NW ¼ SE ¼ of said Section 9; thence N 89°36'36" E 190.2 feet to the point of beginning, containing 5.45 acres, more or less.

to those of **O-1**, and a corresponding use district is hereby established in the area above described and said property is hereby rezoned.

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

PASSED this 12th day of February, 2013.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

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

January 24, 2013

Council Members
Conway, AR 72032

Dear Council Members:

Letitia McMaster's request for a rezoning from A-1 to O-1 for property that is located at 3725 College Avenue with the legal description

Being a part of the N $\frac{1}{2}$ SE $\frac{1}{4}$, of Section 9, T-5-N, R-14-W, Faulkner County, Arkansas, described as beginning at the NW corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 9; thence N 89°56'10" E along the North line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ 372.6 feet; thence S 0°28'26"W 400.0 feet; thence S 89°56'20"W 624.8 feet; thence N 9°17'47" East 404.29 feet to the North line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 9; thence N 89°36'36" E 190.2 feet to the point of beginning, containing 5.45 acres, more or less.

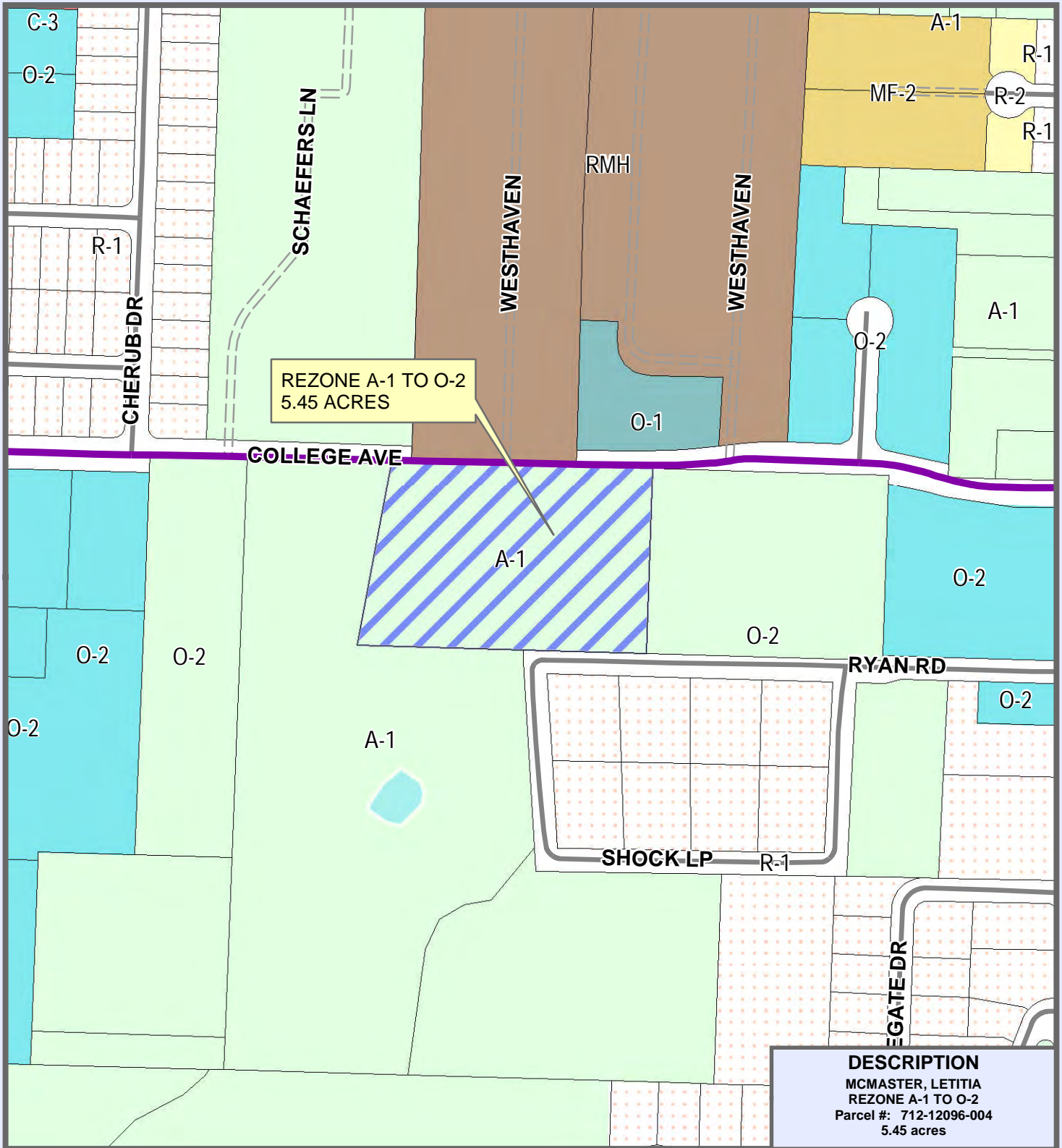
was reviewed by the Planning Commission at their regular meeting on January 23, 2013. The Planning Commission voted 8 – 0 to forward this request to the City Council with a recommendation for approval.

Sincerely,

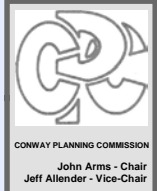
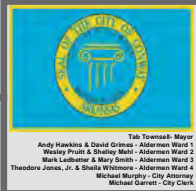
Jon Arms, Chair
Planning Commission

CITY OF CONWAY

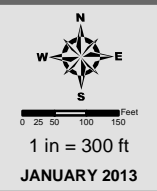
MCMMASTER REZONE A-1 TO O-1



DESCRIPTION
MCMMASTER, LETITIA
REZONE A-1 TO O-2
Parcel #: 712-12096-004
5.45 acres



INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	I-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	I-2
COLLECTOR	CITY LIMITS	R-2	I-3
RESIDENTIAL		HR	RMH
PRIVATE ROAD		SR	
INTERSTATE RAMP		Commercial	Office
RAILROADS		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	PUD
			TJ
			Special
			SP
			S-1



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

Printing Date: 1/6/2013
 File Name: Map20130101.MCMMASTER REZ.mxd
 Prepared By: Jason Lyon



CONWAY PLANNING COMMISSION

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

January 24, 2013

Council Members
Conway, AR 72032

Dear Council Members:

Letitia McMaster's request for a Conditional Use Permit to allow a public stable, restaurant, and arena/events center for property that is located at 3725 College Avenue with the legal description

Being a part of the N $\frac{1}{2}$ SE $\frac{1}{4}$, of Section 9, t-5-N, R-14-W, Faulkner County, Arkansas, described as beginning at the NW corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 9; thence N 89°56'10" E along the North line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ 372.6 feet; thence S 0°28'26"W 400.0 feet; thence S 89°56'20"W 624.8 feet; thence N 9°17'47" East 404.29 feet to the North line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 9; thence N 89°36'36" E 190.2 feet to the point of beginning, containing 5.45 acres, more or less.

was reviewed by the Planning Commission at their regular meeting on January 23, 2013. The Planning Commission voted 8 – 0 to forward this request to the City Council with a recommendation for approval subject to the following stated conditions.

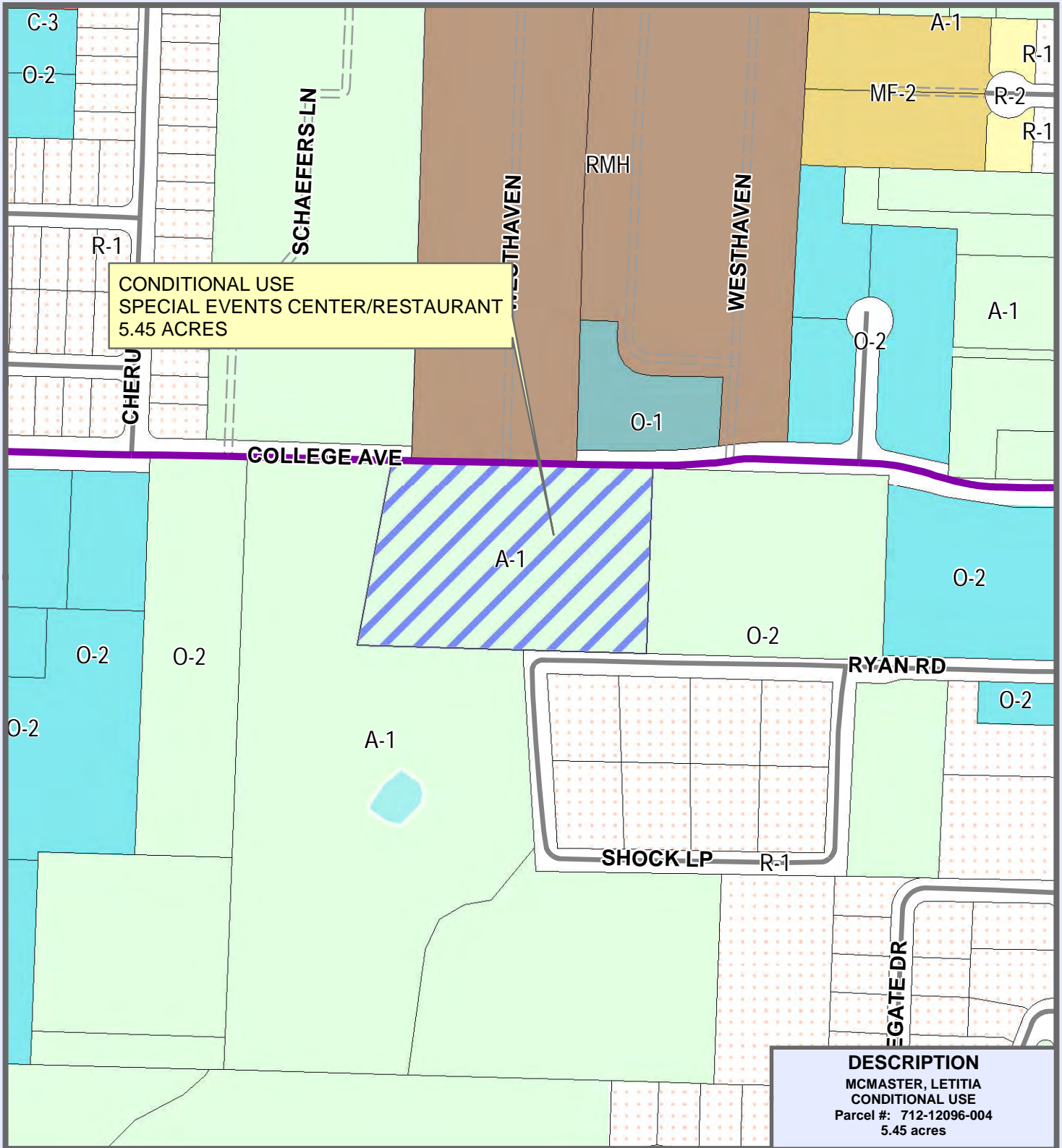
1. Restaurant hours of operation are limited to 11:00 a.m. to 11:00 p.m.
2. Restaurant shall not have drive through service.
3. Outdoor sound system use is limited to 10:00 p.m.
4. Additional parking spaces are required for restaurant. Design and number of spaces must meet development review standards. Gravel overflow parking areas are allowed for the event center. Additional parking details shall be developed with the Planning staff.
5. Landscaping required per development review standards.
6. All lighting must be inward, downward, and shrouded.
7. The conditional use is valid for one (1) year. Applicant must return in February 2014 for review and reapproval.

Sincerely,

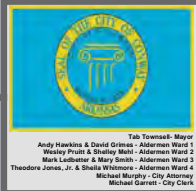
Jon Arms, Chair
Planning Commission

CITY OF CONWAY

MCMMASTER REZONE CONDITIONAL USE



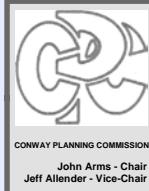
DESCRIPTION
MCMMASTER, LETITIA
CONDITIONAL USE
Parcel #: 712-12096-004
5.45 acres



Tab Townsend - Mayor
 Andy Hawkins & David Grimes - Aldermen Ward 1
 Wesley Pruitt & Shelly Meek - Aldermen Ward 2
 Mark Ledbetter & Mary Smith - Aldermen Ward 3
 Theodore Jones, Jr. & Sheila Whitmore - Aldermen Ward 4
 Michael Murphy - City Attorney
 Michael Barrett - City Clerk

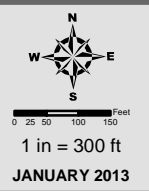


Bryan Patrick - Director
 Wes Cristler - Deputy Director
 Christy Sutherland - Planner
 Libbie Rhee - Planning Tech
 Jason Lyon - GIS Coordinator



CONWAY PLANNING COMMISSION
 John Arms - Chair
 Jeff Allender - Vice-Chair

INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	I-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	I-2
COLLECTOR	CITY LIMITS	R-2	I-3
RESIDENTIAL		HR	RMH
PRIVATE ROAD		SR	
INTERSTATE RAMP		Commercial	Office
RAILROADS		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	PUD
			TJ
			Special
			SP
			S-1
			A-1
			A-2
			A-3
			A-4
			A-5
			A-6
			A-7
			A-8
			A-9
			A-10



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 E-MAIL: Jason.Lyon@CityOfConway.org

Printing Date: 1/6/2013
 File Name: Map20130101.MCMMASTER CU.mxd
 Prepared By: Jason Lyon

MEMO

To: Mayor Tab Townsell
Conway City Council Members
Glenn Berry, Physical Plant

From: Felicia Rogers, Executive Assistant to the Mayor

Date: February 8th, 2013

Subject: Bid Acceptance
2013-09 (2013 ¾ Ton Heavy Duty Pickup Truck, Crew Cab, Full Four Doors)
2013-10 (2 - Zero Turn Mowers)

Message:

Bids were opened on Friday, February 8th, 2013 @ 10:00am in Conway City Hall in the downstairs conference room @ 10:00am for a 2013 ¾ Ton Heavy Duty Pickup Truck w/ four full doors and (2) Zero Turn Mowers.

Our recommendation is to accept the following bids:

North Point Ford	\$21,787	(meet or exceeded all bid specifications)
Duncan Outdoors	\$10,259.70	(Kubota ZD221)
	\$12,588.41	(Kubota ZD326P)

Thank you for your consideration.



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

Bid Name: 2013-09 - Physical Plant
 2013 Three Quarter (3/4) Ton Heavy Duty Pickup Truck, Crew Cab, Full Four Doors
 Bid Opening Date: Friday, February 8, 2013 @ 10:00am
 City Hall, Downstairs Conference Room

<u>Bidder's Name</u>	<u>Type of Truck</u>	<u>Delivery Date</u>	<u>Total Bid Amount</u>
North Point Ford	2013 Ford F250 w / half doors	90 Days ARO	\$20,162
Landers Ford	2013 Ford F250 Super Cab	90 Days ARO	\$20,625
North Point Ford	2013 Ford F250 Crew Cab w/ Full Four Doors	90 Days ARO	\$21,787
Landers Chrysler Dodge Jeep	2013 Ram 2500 2wd Crew Cab	90 Days ARO	\$21,949
Allison Ford Lincoln Co.	2013 Ford F250 Truck	45-60 Days ARO	\$21,987
Smith Ford Inc.	2013 Ford F250 Super Duty Truck	April 30, 2012	\$22,293.52
Crain Buick GMC	2013 GMC Sierra 2500H 4wd Crew Cab	6-8 weeks	\$25,731.15



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

Bid Name: 2013-10 - Physical Plant
 Zero Turn Mowers

Bid Opening Date: Friday, February 8, 2013 @ 10:00am
 City Hall, Downstairs Conference Room

Bidder's Name	Kubota ZD221	Kubota ZD326P	Delivery Information
Fiser Kubota	\$10,158.52	12724.54	7-10 Days ARO
Duncan Outdoors	\$10,259.70	\$12,588.41	Feb. 14, 2013
Morigde Manufacturing Inc.	\$10,496.00	\$11,296.00	20 Days ARO
Triple C Sales & Service, Inc.	\$11,852.56 Gravely 992230	\$8,280.31 Gravely 992236	2 weeks ARO
John Deere	-----	\$13,257.90 John Deere 997 Zero Turn Mower	10 Days

MEMO

TO: Mayor Tab Townsell
Conway City Council Members

FROM: Felicia Rogers, Executive Assistant to the Mayor

DATE: February 5, 2013

SUBJECT: Rogers Park Plaza / Downtown Conway

Message:

City Council approved the submitted RFQ from Crafton, Tull & Associates, Inc. on December 20th, 2012 for engineering services to provide surveying, design, construction documents, and construction administration for the proposed Rogers Park Plaza in Conway, Arkansas.

The project involves the development of a plaza area between the Chamber of Commerce building and Oak Street westward to Court Street.

Attach is the agreement for the engineer services for Rogers Park Plaza. Funding will utilize the Parks & Recreation A&P funds.

Please advise if you have any questions.

Felicia Rogers



**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of January 29, 2013 ("Effective Date") between

City of Conway, Arkansas ("Owner")
1201 Oak St.
Conway, AR 72032

and Crafton, Tull & Associates, Inc. ("Engineer")

Engineer agrees to provide the services described below to Owner for Rogers Park Plaza ("Project").

Description of Engineer's Services: See Exhibit A (Attached)

Street Address of Property *: 900 Oak St., Conway, AR

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare invoices in accordance with Engineer's standard invoicing practices and submit the invoices to Owner.

B. *Payment of Invoices.* Invoices are due and payable upon receipt*. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts

due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Lien Rights**. The Owner understands that the Engineer is entitled to a lien against the property if not paid in full for services provided to improve the property. The Owner understands that this lien can be enforced by the sale of the property if necessary.

* This is a change from the standard EJCDC E-520 form.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure

cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession

practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract@ as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. Files in electronic media format of text, data, graphics, or other types that are furnished by the Engineer to the Owner or to the Contractor upon the Owner's direction are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.*

J. In the event of a negligent error or omission in the Engineer's designs, plans, Specifications, or other services ("the defect"), the Engineer's sole responsibility and liability for the defect shall not exceed the Engineer's services to re-perform or redesign the plans, specifications, services or other deliverables related to the defect, plus the reasonable direct damages caused by the defect. The Engineer shall not be liable for and damages shall not include the cost of any addition, betterment, or improvement to the Work, nor for any item that otherwise would have been required to complete the Work, nor the cost and expense that would have been incurred by the Owner had such defect not occurred.*

* This is a change from the standard EJCDC E-520 document.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$ 42,705.60. This amount includes compensation for Engineer's Basic Services. The Lump Sum noted herein accounts for labor, overhead, and profit.

2.* Reimbursable expenses and outside services shall be invoiced over and above the Lump Sum fee at cost times a 1.15 multiplier. Compensation for reimbursable expenses is estimated to be \$ 500.00.

3.* The Engineer may subcontract with other consultants to complete the services on the Project. The cost for such subconsultants shall be invoiced over and above the Lump Sum fee at cost times a 1.05 multiplier. The Owner shall have the opportunity to approve the use of such subconsultants prior the Engineer engaging their services.

4.* Additional services authorized in writing by the Owner shall be invoiced at the Engineer's Standard Hourly Rates, as shown in the attached Exhibit "B".

5.* A retainer in the amount of \$ -0- for the Engineer to begin work on this project. The amount of the retainer is included in the Lump Sum amount and will be applied to the final invoice.

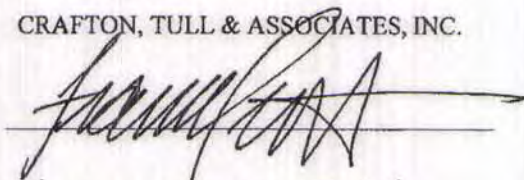
B. The Engineer's compensation is conditioned on the time to complete construction not exceeding ___ months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OWNER:

ENGINEER: CRAFTON, TULL & ASSOCIATES, INC.

By: _____

By:  _____

Title: _____

Title: VICE-PRESIDENT - CA _____

Date Signed: _____

Date Signed: 1/29/13 _____

License or Certificate No. and State: _____
AL # 4842

Address for giving notices:

Address for giving notices:

* This is an addition to the standard EJCDC E-520 document.



Exhibit "A"
Scope of Basic Services For:

Project:	Rogers Park
Client:	City of Conway, AR (City)
Location of Project:	Conway, AR
Discipline:	Civil Engineering/Landscape Architecture
Discipline Manager:	Chuck Mitchell
Project Manager:	Brad Peterson
Proposal Date:	1/29/2013
Billing Type:	Fixed Fee
Fee/Estimate:	\$42,705.60
Description of the Construction Project:	Develop Construction Documents for Rogers Plaza Improvements.

The services to be provided by Civil Engineering

Preliminary Design Phase ("On-site" Only):

- Develop Preliminary Plaza Design Plans for City Approval
- Coordinate with Conway Corp. on Street Improvements
- Attend City Meetings as Directed by Mayor's Office

Final Design Phase ("On-site" Only):

- Construction Drawings to include:
 - Dimensional Site Plan
 - Plaza Grading and Drainage Plan
 - Plaza Paving Plan and Detailing
 - Fountain Design and Detailing
 - Plaza Lighting Plan
 - Plaza Furnishings Plan and Schedules
 - Plaza Landscape and Irrigation Plan
 - Downtown Entry Archway Design and Detailing
 - Written Specifications
 - Cost Estimate

Bidding & Negotiating Phase:

- Quantity Take-offs & Engineers Estimate
- Assist City in Advertising and Obtaining Bids
- Assist City in Evaluating Bids

Construction Administration Phase:

- Periodic Construction Observation
- Process Change Orders
- Progress Meetings
- Process and Verify Pay Requests
- Final Inspection & Project Close-out

Additional Items that can be Provided by CTA under amendment or separate contract

- Traffic Study
- Utility Relocation or Street Improvements

This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.



Exhibit "B"

Standard Hourly Rate Schedule
Effective December 22, 2012

Category	Hourly Rate
ARCHITECTURE	
VICE PRESIDENT OF ARCHITECTURE	\$ 150
DIRECTOR OF ARCHITECTURE	\$ 145
DIRECTOR OF QUALITY ASSURANCE	\$ 145
SR. PROJECT MANAGER	\$ 140
PROJECT MANAGER	\$ 125
SR. PROJECT ARCHITECT	\$ 105
PROJECT ARCHITECT	\$ 95
INTERN ARCHITECT III	\$ 95
INTERN ARCHITECT II	\$ 85
INTERN ARCHITECT I	\$ 75
SR. DESIGNER	\$ 110
DESIGNER III	\$ 95
DESIGNER II	\$ 85
DESIGNER I	\$ 75
BIM COORDINATOR III	\$ 70
BIM COORDINATOR II	\$ 55
BIM COORDINATOR I	\$ 40
INTERIOR DESIGN	
VICE PRESIDENT OF INTERIOR DESIGN ..	\$ 105
DIRECTOR OF INTERIOR DESIGN	\$ 95
INTERIOR DESIGN PROJECT MANAGER ..	\$ 90
SR. PROJECT INTERIOR DESIGNER	\$ 85
PROJECT INTERIOR DESIGNER	\$ 80
INTERIOR DESIGNER III	\$ 75
INTERIOR DESIGNER II	\$ 70
INTERIOR DESIGNER I	\$ 65
CIVIL ENGINEERING	
ENGINEERING PRINCIPAL	\$ 150
SR. ENGINEERING MANAGER	\$ 140
ENGINEERING MANAGER	\$ 125
SR. PROJECT ENGINEER	\$ 110
PROJECT ENGINEER	\$ 100
ENGINEER INTERN II	\$ 85
ENGINEER INTERN I	\$ 75
SR. ENGINEERING DESIGNER	\$ 110
ENGINEERING DESIGNER III	\$ 95
ENGINEERING DESIGNER II	\$ 85
ENGINEERING DESIGNER I	\$ 75
ENGINEERING CAD TECHNICIAN III	\$ 70
ENGINEERING CAD TECHNICIAN II	\$ 55
ENGINEERING CAD TECHNICIAN I	\$ 40
LANDSCAPE ARCHITECTURE	
SR. LANDSCAPE ARCHITECT	\$ 115
PROJECT LANDSCAPE ARCHITECT	\$ 90
LANDSCAPE ARCHITECTURE DESIGNER ..	\$ 80
LANDSCAPE ARCHITECT INTERN	\$ 55
PLANNING	
PLANNING MANAGER	\$ 125
SR. PLANNER	\$ 110
PLANNER	\$ 90
INSPECTION	
SR. INSPECTOR	\$ 90
INSPECTOR II	\$ 80
INSPECTOR I	\$ 65

Category	Hourly Rate
STRUCTURAL & MEP ENGINEERING	
VICE PRESIDENT OF ENGINEERING	\$ 150
DIRECTOR OF ENGINEERING	\$ 145
SR. PROJECT MANAGER	\$ 140
PROJECT MANAGER	\$ 125
SR. PROJECT ENGINEER	\$ 110
PROJECT ENGINEER	\$ 100
ENGINEER INTERN III	\$ 95
ENGINEER INTERN II	\$ 85
ENGINEER INTERN I	\$ 75
SR. ENGINEERING DESIGNER	\$ 110
ENGINEERING DESIGNER III	\$ 95
ENGINEERING DESIGNER II	\$ 85
ENGINEERING DESIGNER I	\$ 75
BIM COORDINATOR III	\$ 70
BIM COORDINATOR II	\$ 55
BIM COORDINATOR I	\$ 40
SURVEYING	
PROFESSIONAL SURVEYOR PRINCIPAL	\$ 150
SR. PROFESSIONAL SURVEYOR	\$ 120
PROFESSIONAL SURVEYOR	\$ 90
SURVEY COORDINATOR	\$ 70
SURVEYOR INTERN	\$ 75
SURVEY PARTY CHIEF	\$ 60
SURVEY TECHNICIAN III	\$ 55
SURVEY TECHNICIAN II	\$ 40
SURVEY TECHNICIAN I	\$ 30
GEOGRAPHIC INFORMATION SYSTEMS	
GIS MANAGER	\$ 95
GIS ANALYST	\$ 85
GIS TECHNICIAN II	\$ 55
GIS TECHNICIAN I	\$ 40
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	\$ 150
ADMINISTRATIVE MANAGER	\$ 120
ADMINISTRATIVE IV	\$ 80
ADMINISTRATIVE III	\$ 60
ADMINISTRATIVE II	\$ 45
ADMINISTRATIVE I	\$ 35
REIMBURSABLE EXPENSES	
GPS Equipment.....	\$35/Hour
Robotic Survey Equipment.....	\$20/Hour
Job Related Mileage.....	\$0.55/Mile
Per Diem for Out of Town Crews.....	Per GSA Allowable
Airfare and other travel related expenses.....	At Cost
Black and white 8.5"x11" Copies	\$0.15/sheet
Color 8.5"x11" Copies	\$1.50/sheet
Photo Paper Color Plan Sheet Copies	\$0.75/sq. ft.
Reproducible Plan Copies (Vellum)	\$1.50/sq. ft.
Reproducible Plan Copies (Bond)	\$0.35/sq. ft.
<i>All rates are subject to change without notice.</i>	



Parks and Recreation

10 Lower Ridge Road • Conway AR 72032
www.conwayparks.com

Steve Ibbotson
 Director

February 6, 2013

Mayor Tab Townsell and City Council
 1201 Oak Street
 Conway AR 72032

Re: Curtis Walker Concession Building

Mayor:

Bids were received at 10:00am, Thursday, January 24, 2013 at Conway City Hall for the above referenced project. This project consists of a 1,500 square foot free-standing support facility for the playing fields at Curtis Walker Park. The facility contains a concessions area, men's and women's toilets, a family restroom and storage for the football and baseball programs. The eight bids received for this project are listed below and detailed on the enclosed bid tabulation.

Bell Construction	\$333,470.00
Dayco Construction	\$328,500.00
Delk Construction	\$397,481.00
JMD Construction Services	\$293,700.00
NBMC	\$322,500.00
NOACON, Inc.	\$321,637.00
Salter Construction	\$262,800.00
TEAM General Contracting	\$287,500.00

The low bidder, Salter Construction, has submitted additional Alternates and Value Engineering Items that are detailed on the enclosure. The revised bid amount is \$235,959.00.

I would like to recommend accepting the revised bid from Salter Construction.

This project would utilize the Parks and Recreation A&P funds.

Sincerely,

Steve Ibbotson
 Parks Director

SDI: rfs



General Contractor

February 6, 2013

Re: Curtis Walker Concession Building

Dear Steve,

Below is the cost recap reflecting the selected Alternates and Value Engineering Item.

Original Bid	\$ 262,800.00
Alternates:	
1. Delete Pay & Performance Bond	(\$ 3,700.00)
Value Engineering Items:	
1. Delete stone veneer.	(\$ 4,601.00)
2. Reduce height of building by 8".	(\$ 1,293.00)
3. Delete exterior brackets.	(\$ 2,279.00)
4. Revise server window concept.	(\$ 850.00)
5. Revise server cabinets.	(\$ 1,850.00)
6. Revise HVAC to PTAC units at serving room.	(\$ 8,836.00)
7. Revise Exhaust Fan system.	(\$ 1,402.00)
8. Delete Automatic Flush Controls.	(\$ 1,200.00)
9. Spring loaded Lav Faucets in lieu of Automatic.	(\$ 601.00)
10. Revise Mop Sink.	(\$ 229.00)
Total	\$ 235,959.00

Salter Construction, Inc.

BID TABULATION

**Concessions Building for Curtis Walker Park
1700 Museum Road, Conway, Arkansas**

Bid Date: 24-Jan-13
Architect: Sowell Architects, Inc.
Project # 12713

10:00 AM

Page 1

	Bell Construction ✓	Dayco Construction	Delk Construction	✓ JMD Construction Services	✓ NBMC
Bid Security	✓	✓	✓	✓	✓
Addendum #1	✓	✓	✓	✓	✓
Addendum #2	✓	✓	✓	✓	✓
Addendum #3	✓	✓	✓	✓	✓
BASE BID	333,470	328,500	397,481	293,700	322,500
Alt Bid #1 Delete Pay & Perf Bond	-3,562	-6,000	-4,800	-5,425	-4,500
Alt Bid #2 Deduct Alternate Roofing	-3,718	-10,000	-6,000	-2,150	-4,000
Unit Price #1 Cubic Yard Add or Less Cut & Fill	19.20	19.00	15.00	19.00	20.00
Unit Price #2 Cubic Yard if Larger Equipment Req.	24.25	24.00	50.00	24.00	25.00
Estimated Time	150 Days	240 Days	130 Days	120 Days	100 Days
Signature	✓	✓	✓	✓	✓

BID TABULATION

**Concessions Building for Curtis Walker Park
1700 Museum Road, Conway, Arkansas**

Bid Date:	24-Jan-13	10:00 AM	Page 2		
Architect:	Sowell Architects, Inc.				
Project #	12713				
	✓ NOACON, Inc.	✓ Salter Construction	✓ TEAM General Contracting	Western Millwright Services	
Bid Security	✓	✓	✓		
Addendum #1	✓	✓	✓		
Addendum #2	✓	✓	✓		
Addendum #3	✓	✓	✓		
BASE BID	321,637	262,800	287,500		
Alt Bid #1 Delete Pay & Perf Bond	-2,000	-3,700	-5,000		
Alt Bid #2 Deduct Alternate Roofing	-2,150	-4,028	-6,500		
Unit Price #1 Cubic Yard Add or Less Cut & Fill	19.00	24.50	19.00		
Unit Price #2 Cubic Yard if Larger Equipment Req.	50.00	30.50	26.00		
Estimated Time	120 Days	60 Days	100 Days	Days	Days
Signature	✓	✓	✓		



City of Conway, Arkansas
Ordinance No. O-13-_____

AN ORDINANCE WAIVING COMPETITIVE BIDS & APPROPRIATING FUNDING FOR THE PURCHASE OF BRONZE SCULPTURES FOR THE CITY OF CONWAY; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

Whereas, the City of Conway has a desire to purchase public art (bronze sculptures) for various parks throughout the City; and

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

Section 1. The City of Conway shall waive the requirement for obtaining competitive bids for the purchase of the eight bronze sculptures and shall name Randolph Rose as a sole source vendor for this purchase.

Section 2. The City of Conway shall appropriate an amount not to exceed \$36,000 from Parks Impact Fund Balance Appropriation (652.140.4900) to the Parks Impact Furniture and Fixtures Account (652.140.5940).

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 February, 2013.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



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

February 1, 2013

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

Re: 2013 Automated Side Loading Refuse Truck

Dear Mayor Townsell,

Bids were submitted at 10.00 am, Friday February 1, 2013 at Conway City Hall for 2013 Automated Side Loading Refuse Truck. Six bids were submitted:

Truck Component Services	\$230,482.00
Truck Component Services	\$232,567.00
Truck Component Services	\$234,487.00
River City Hydraulics, Inc.	\$239,750.00
River City Hydraulics, Inc.	\$243,620.00
Diamond International	\$259,193.00

I recommend accepting the bid #4 from River City Hydraulics for \$239,750.00. This truck meets all specifications. Prices includes tax and delivery costs.

Sincerely,

Cheryl Harrington

Cheryl Harrington
 Sanitation Director

BID SUMMARY

2013 Automated Side Loading Refuse Truck Bid #2013-08

Bid #1 submitted by Truck Component Services
2013 Peterbilt 320 LCF w/New Way Sidewinder 29 ASL
Automated Side Loading Refuse Truck
\$230,482.00
Delivery time 20 to 35 Days ARO

Bid #2 submitted by Truck Component Services
2014 Mack LEU613 & New Way Sidewinder 29 ASL
Automated Side Loading Refuse Truck
\$232,567.00
Delivery time 220 to 280 Days ARO

Bid #3 submitted by Truck Component Services
2013 Mack LEU613 & New Way Sidewinder 29 ASL
Automated Side Loading Refuse Truck
\$234,487.00
Delivery time 120 to 150 Days ARO

Bid #4 submitted by River City Hydraulics, Inc.
2013 Mack LEU 613 Heil CP Python
Automated Side Loading Refuse Truck
\$239,750.00
Delivery time 45 to 60 Days ARO

Bid #5 submitted by River City Hydraulics, Inc.
2013 Mack LEU 613 Heil CP Python
Automated Side Loading Refuse Truck
\$243,620.00
Delivery time 240 Days ARO

Bid #6 submitted by Diamond International
2013 Crane Carrier LET2
Automated Side Loading Refuse Truck
\$259,193.00
Delivery time 100 Days ARO

I recommend accepting the bid #4 from River City Hydraulics, Inc. with a bid of \$239,750.00. This truck meets all specifications. Prices include tax and delivery costs.



City of Conway – Mayor's Office
Bid Number: 2013-08
2013 Automated Side Loading Refuse Truck
Bid Opening Date: Friday, February 1st, 2013
City Hall, Downstairs Conference Room @ 10:00am

Total Bid Amount: \$230,482.00
Description of Tuck: 2013 Peterbilt 320 LCF w/New Way Sidewinder 29 ASL
Anticipated Delivery Date: Approximately 20-35 days after receipt of order

Authorized Agent bidding on this project:

Truck Component Services

Company Name

Daniel Ellison, Arkansas Sales Manager

Company Representative Name

Daniel Ellison

Representative's Signature

01/30/2013

Date

PO BOX 157

Address

dellison@larsongroup.net

Email Address

Poyen

City

AR

State

72128

Zip

501-425-1567

Telephone Number

417-736-9218

Fax Number

Unsigned bids will be rejected



City of Conway – Mayor’s Office
Bid Number: 2013-08
2013 Automated Side Loading Refuse Truck
Bid Opening Date: Friday, February 1st, 2013
City Hall, Downstairs Conference Room @ 10:00am

Total Bid Amount: \$232,567.00

Description of Tuck: 2014 Mack LEU613 & New Way Sidewinder 29 ASL

Anticipated Delivery Date: Approximately 220 - 280 days after receipt of order.

Authorized Agent bidding on this project:

Truck Component Services

Company Name

Daniel Ellison, Arkansas Sales Manager

Company Representative Name

Daniel Ellison 01/30/2013
Representative’s Signature Date

PO BOX 157 dellison@larsongroup.net
Address Email Address

Poyen AR 72128
City State Zip

501-425-1567 417-736-9218
Telephone Number Fax Number

Unsigned bids will be rejected



City of Conway – Mayor's Office
Bid Number: 2013-08
2013 Automated Side Loading Refuse Truck
Bid Opening Date: Friday, February 1st, 2013
City Hall, Downstairs Conference Room @ 10:00am

Total Bid Amount: \$234,487.00
Description of Truck: 2013 Mack LEU613 & New Way Sidewinder 29 ASL
Anticipated Delivery Date: Approximately 120 - 150 days after receipt of order.

Authorized Agent bidding on this project:

Truck Component Services

Company Name

Daniel Ellison, Arkansas Sales Manager

Company Representative Name

Daniel Ellison

Representative's Signature

01/30/2013

Date

PO BOX 157

Address

dellison@larsongroup.net

Email Address

Poyen

City

AR

State

72128

Zip

501-425-1567

Telephone Number

417-736-9218

Fax Number

Unsigned bids will be rejected



City of Conway – Mayor's Office

Bid Number: 2013-08

2013 Automated Side Loading Refuse Truck

Bid Opening Date: Friday, February 1st, 2013

City Hall, Downstairs Conference Room @ 10:00am

Total Bid Amount:

\$ 239,750.⁰⁰

Description of Truck:

MAK LEU 613 - HEIL CP Python

Anticipated Delivery Date:

45 to 60 DAYS ARO

Authorized Agent bidding on this project:

River City Hydraulics INC

Company Name

Roger Williams

Company Representative Name

Roger Williams

Representative's Signature

1-25-2013

Date

122 Magnet Drive

Address

rchroger@stglobal.net

Email Address

SHERWOOD

City

AR

State

72120

Zip

501.835.5230

Telephone Number

501-834-1233

Fax Number

Unsigned bids will be rejected



City of Conway – Mayor's Office
Bid Number: 2013-08
2013 Automated Side Loading Refuse Truck
Bid Opening Date: Friday, February 1st, 2013
City Hall, Downstairs Conference Room @ 10:00am

Total Bid Amount:

\$ 243,620.⁰⁰

Description of Truck:

MAK LEU 613 - HEIL CP Pj + hort

Anticipated Delivery Date:

240 DAYS ARO

Authorized Agent bidding on this project:

River City Hydraulics INC

Company Name

Roger Williams

Company Representative Name

Roger Williams

Representative's Signature

1-25-2013

Date

122 Magnet Drive

Address

rchrogen@stglobal.net

Email Address

SHERWOOD

City

AR

State

72120

Zip

501.835.5230

Telephone Number

501-834-1233

Fax Number

Unsigned bids will be rejected



BRIAN RODGERS
 SALES REPRESENTATIVE
 11401 DIAMOND DRIVE
 NORTH LITTLE ROCK, AR 72117
 T:501.945.8400 F:501.945.8490
 800.844.4388 C:501.295.9203
 brian.rodgers@diamondtrucks.com
 www.diamondtrucks.com
 facebook.com/diamondtrucks

of Conway – Mayor’s Office
 Bid Number: 2013-08
 Automated Side Loading Refuse Truck
 Bidding Date: Friday, February 1st, 2013
 City Hall, Downstairs Conference Room @ 10:00am

Total Bid Amount: \$259,193

Description of Truck: Crane Carrier LET2 Heil CP Python

Anticipated Delivery Date: 100 days from order

Authorized Agent bidding on this project:

Diamond International
 Company Name

Brian Rodgers
 Company Representative Name

Brian B. Rodgers 1-29-13
 Representative’s Signature Date

11401 Diamond Dr. brian.rodgers@diamondtrucks.com
 Address Email Address

N. Little Rock Arkansas 72117
 City State Zip

501-945-8400 501-945-8490
 Telephone Number Fax Number

Unsigned bids will be rejected



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

AN ORDINANCE AUTHORIZING A CHANGE IN STAFFING LEVELS FOR THE SANITATION DEPARTMENT; AND FOR OTHER PURPOSES:

WHEREAS, the Sanitation Department is in need of two (2) Senior Mechanic Position.

WHEREAS, the financial impact of this change will not affect the 2013 Sanitation Budget.

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

SECTION 1. The authorized staffing level in the City of Conway Sanitation Department is increased by two (2) Senior Mechanic positions.

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

PASSED this 12th day of February, 2013.

Approved:

Mayor Tab Townsell

Attest:

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



City of Conway, Arkansas
Ordinance No. O-13- _____

AN ORDINANCE WAIVING BIDS IN CONJUNCTION WITH AN AUDIT OF FEDERAL GRANT ACTIVITY FOR THE YEAR 2012; AND FOR OTHER PURPOSES:

WHEREAS, a Request for Qualifications was issued on November 2, 2011 for audit services in accordance with OMB Circular A-133; and

WHEREAS, this audit is required in addition to an audit of the City's financial records because the Arkansas Division of Legislative Audit does not issue opinions on federal grant expenditures; and

WHEREAS, Craft, Veach & Company of North Little Rock was the firm selected to perform the City's 2011 A-133 audit; and

WHEREAS, in the interest of maintaining continuity, and to recognize the City's satisfaction with the work performed on the 2011 A-133 audit, the City wishes to again engage Craft, Veach & Company to perform the City's A-133 audit.

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 or proposals, and the Mayor is hereby authorized to enter into an agreement with Craft, Veach & Company for an audit of federal grant activity for the year 2012, for an amount not to exceed \$20,000.

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

PASSED this 12th day of February, 2013.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Resolution No. O-13-_____**

A RESOLUTION AUTHORIZING THE NAME CHANGE OF THE ASSISTANT TO THE MAYOR POSITION WITHIN THE ADMINISTRATION DEPARTMENT OF THE CITY OF CONWAY; AND FOR OTHER PURPOSES;

Whereas, the Mayor's Office would like to change the title of Assistant to the Mayor to Chief of Staff within the Administration Department and;

Whereas, there is a desire to reduce confusion due to multiple positions containing the title Assistant to the Mayor and;

Whereas, there is a desire to clarify the roles and responsibilities of the current position of Assistant to the Mayor and;

Whereas, the title Chief of Staff better reflects the roles and responsibilities of the position.

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

Section 1. The authorized position Assistant to the Mayor is hereby changed to Chief of Staff.

Section 2. The authorized staffing level in the City of Conway Administration will remain the same and no additional funding is required.

PASSED this 12th day of February, 2013.

Approved:

Mayor Tab Townsell

Attest:

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