



City of Conway Council Agenda

<u>Council Meeting Date:</u>	April 10th, 2018
<u>5:30pm - Committee Meeting:</u>	No Committee Meeting
<u>6:30pm:</u>	Council Meeting
<u>Call to Order:</u>	Mayor Bart Castleberry
<u>Roll Call:</u>	Michael O. Garrett, City Clerk/Treasurer
<u>Minutes Approval:</u>	March 27th, 2018

Mayor Bart Castleberry
City Clerk Michael O. Garrett
City Attorney Chuck Clawson

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 Isby

1. Report of Standing Committees:

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

1. Consideration to approve the nomination for the Conway Corporation Board of Directors.
2. Consideration to approve the agreement with Crafton, Tull & Associates for the Siebenmorgen Road Phase II improvements for the Community Development Agreement.
3. Resolution to express the willingness of the City to utilize Federal Aid Recreational trail program funds for the Stone Dam Creek Trail multi-use pathway project.
4. Consideration to a purchase storm drainage inspection cameras for the Street & Engineering Department.
5. Consideration to purchase a traffic light switch for the Street & Engineering Department.
6. Consideration to appeal the decision of the Historic District Commission regarding vinyl siding for property located at 1704 Mill Street.

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

1. Consideration to approve the bid for restroom facilities in Fifth Avenue Park & Beaverfork Park for the Parks & Recreation.

Adjournment



Bret Carroll
Chief Executive Officer

501.450.6020
501.450.6099 fax
bret.carroll@conwaycorp.com

March 28, 2018

The Honorable Bart Castleberry, Mayor
and Members of the City Council
City of Conway, Arkansas
1201 Oak Street
Conway, AR 72032

Dear Ladies and Gentlemen:

The Board of Directors of the Conway Corporation, in conformance with Resolution 88-11, published a legal notice in the Log Cabin Democrat on February 8, 2018, advertising for nominees to the Conway Corporation Board of Directors. (A copy of that legal notice is enclosed.)

As of March 8, 2018, the expiration of the nominating period, four nominations had been received.

The Conway Corporation Board of Directors met on March 27, 2018, and Mr. Jake Nabholz was elected to succeed Mr. Steve "Bo" Conner, whose term expires May 8, 2018.

As mandated by the Articles of Incorporation of the Conway Corporation, it is my pleasure to submit to the Conway City Council for its ratification and approval the election of Mr. Jake Nabholz.

We respectfully request your favorable consideration.

Sincerely,

A handwritten signature in blue ink that reads 'Bret C.' followed by a stylized flourish.

Bret Carroll
Chief Executive Officer
Conway Corporation

BA:na

Enclosure (legal notice)

PROOF OF PUBLICATION

STATE OF ARKANSAS
COUNTY OF FAULKNER

Account 209/1000701592
CONWAY CORPORATION
P.O. BOX 99
CONWAY, AR 72033

1-405-9300 92.70

I, Brenda Duvall, do hereby certify that I am the Authorized Agent of the **Log Cabin Democrat**, a daily newspaper published in the city of Conway, Arkansas, and having a bona fide circulation in Faulkner County, Arkansas, that is published at regular intervals continuously during a period of at least twelve (12) months

Prior to the date of publication of the annexed

.....PUBLIC NOTICE: CONWAY CORP ACCEPTING BOARD OF DIRECTOR NOMINATIONS

and is in all respects eligible and qualified to publish legal notices under the provisions of Act 152 of the General Assembly of the State of Arkansas as amended by act 263 of the 1937 Acts of the General Assembly

I further certify that said legal advertisement, a copy of which is hereby attached, was published in said newspaper1..... insertions on the following days, to-wit:

Section / Ad #	Run Date	Page Placement
LEGAL NOTICES 10002199	02/08/2018	1

AFFIANT: Brenda Duvall

Subscribed and sworn to this 8th day of February, 2018

Notary Public Eliesha Wolverton

My commission expires December 13, 2026



ok to PM
Bcd

**Public Notice:
Conway Corp accepting
board of director
nominations**

Conway Corp is accepting nominations for board membership. The Conway Corp Board of Directors elects one director annually to serve a seven-year term. Nominees are being accepted for the term to begin May 8, 2018.

Nominations will be accepted at the office of the Chief Executive Officer, 650 Locust St., Conway, Arkansas 72034, on or before March 8, 2018. Nominations should be submitted in writing and include the following information: (1) name and address of person making nomination; (2) name and address of nominee; (3) personal background information, qualifications, and the reason(s) the nominee wishes to be considered; and (4) signatures of nominator and nominee, if different.

Nominees must be a Conway citizen willing to serve the community without compensation, philosophically in tune with municipal ownership of utility systems, free of conflicts of interest, and firmly established in Conway.

Information included in all applications will become public information.

Fees for Printing, \$92.70..... Cost of Proof, \$0.00..... Total, \$92.70.....

Memo

To: City Council

From: Kiera Oluokun

Date: 4/5/2018

Re: Siebenmorgen Rd Improvement Design Phase II

As part of the Pine Street Revitalization Project being undertaken through the Community Development Block Grant program in the Pine Street Neighborhood, the City of Conway has awarded the Engineering Design work to Crafton & Tull to provide civil engineering and survey services for the design of the second phase of half street improvements along Siebenmorgen Road from Lincoln Street to Ingram Street.

Funding for these improvements are part of the CDBG Pine Street Revitalization.

Cost Estimates for this project should not exceed \$250,000 (including design).

Please advise if you have any questions.



SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of March 28, 2018 (“Effective Date”) between
The City of Conway, 1201 Oak Street, Conway, Arkansas 72032 (“Owner”)
and Crafton, Tull & Associates, Inc. (“Engineer”)
Engineer agrees to provide the services described below to Owner for Siebenmorgen Road Phase II (“Project”).
Description of Engineer’s Services: Provide Civil Engineering and Survey Services for the design of the second phase of
half street improvements along Siebenmorgen Road in Conway, Arkansas from Lincoln Street to Ingram Street in
accordance with the attached Scope of Services (Exhibit “A”).

Street Address of Property *: Siebenmorgen Road
Conway, Arkansas

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 \$ 18,500.00. 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 \$ 250.00.

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.

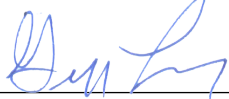
B. The Engineer's compensation is conditioned on the time to complete construction not exceeding NA months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

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

OWNER: CITY OF CONWAY

ENGINEER: CRAFTON, TULL & ASSOCIATES, INC.

By: _____
Printed Name and Signature

By: 
Gregg Long, LEED AP

Title: _____

Title: Vice President

Date Signed: _____

Date Signed: 3-28-2018

License or Certificate No. and State _____
Arkansas Certificate

Of Authorization No. 109

Address for giving notices:

Address for giving notices:

1201 Oak Street

P.O. Box 10189

Conway, Arkansas 72032

Russellville, Arkansas 72812

e-mail address: _____

e-mail address: _____

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

**Exhibit “A”
Scope of Basic Services For:**

Project:	Siebenmorgan Road Improvements – Phase II (Lincoln to Ingram)
Client:	City of Conway, Arkansas
Location of Project:	Conway, Arkansas
Discipline:	Civil Engineering
Discipline Manager:	Gregg Long
Project Manager:	Gregg Long
Proposal Date:	3/28/2018
Billing Type:	Lump Sum
Fee/Estimate:	\$18,500.00
Description of the Construction Project:	Half-street and sidewalk improvements along Siebenmorgan Road in Conway, Arkansas.

Scope of Services includes:

- Perform an existing topographic and boundary survey of the proposed improvement area to establish vertical and horizontal control and locate existing drainage structures, utilities, sidewalks, etc.
- Prepare Conceptual Layout of half-street improvements for Siebenmorgan Road between Lincoln Street and Ingram Street for City’s review and approval.
- Provide Construction Documents for improvements for half street improvements between Hamilton and Lincoln after City’s approval to include:
 - Demolition Plan
 - Street Plan & Profile
 - Grading & Drainage Plan
 - Erosion Control Plan
 - Typical Sections
 - Construction Details
 - Technical Specifications
 - Bid Documents

Scope of Basic Services does NOT include the following:

- Environmental studies, including wetland delineation.
- Corps of Engineer, FEMA, DOT, DEQ or other special government agency permitting.
- Geotechnical engineering.
- Traffic engineering.
- Construction phase services, including construction administration, construction observation, or construction staking.
- Preparation of right-of-way and easement acquisition documents.
- Coordination with local franchise utilities for relocation.

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 on an hourly rate basis in accordance with the attached Hourly Rate Schedule (Exhibit “B”).



Exhibit "B"

Standard Hourly Rate Schedule
Effective January 1, 2018

Category	Hourly Rate
CIVIL ENGINEERING	
ENGINEERING PRINCIPAL	\$ 180
SR. ENGINEERING MANAGER	\$ 165
ENGINEERING MANAGER	\$ 140
SR. PROJECT ENGINEER	\$ 115
PROJECT ENGINEER	\$ 105
ENGINEER INTERN II	\$ 90
ENGINEER INTERN I	\$ 80
SR. ENGINEERING DESIGNER	\$ 125
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	\$ 45
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	\$ 180
ADMINISTRATIVE MANAGER	\$ 120
ADMINISTRATIVE IV	\$ 80
ADMINISTRATIVE III	\$ 65
ADMINISTRATIVE II	\$ 45
ADMINISTRATIVE I	\$ 35
LANDSCAPE ARCHITECTURE	
SR. LANDSCAPE ARCHITECT	\$ 125
PROJECT LANDSCAPE ARCHITECT	\$ 90
LANDSCAPE ARCHITECTURE DESIGNER	\$ 80
LANDSCAPE ARCHITECT INTERN	\$ 55
PLANNING	
PLANNING MANAGER	\$ 140
SR. PLANNER	\$ 130
PLANNER II	\$ 90
PLANNER I	\$ 75

Category	Hourly Rate
INSPECTION	
SR. INSPECTOR	\$ 95
INSPECTOR II	\$ 85
INSPECTOR I	\$ 55
SURVEYING	
PROFESSIONAL SURVEYOR PRINCIPAL	\$ 180
SR. PROFESSIONAL SURVEYOR	\$ 125
PROFESSIONAL SURVEYOR	\$ 95
SURVEY COORDINATOR	\$ 85
SURVEYOR INTERN	\$ 75
SURVEY PARTY CHIEF	\$ 70
SURVEY TECHNICIAN III	\$ 55
SURVEY TECHNICIAN II	\$ 40
SURVEY TECHNICIAN I	\$ 30
GEOGRAPHIC INFORMATION SYSTEMS	
GIS MANAGER	\$ 110
GIS ANALYST	\$ 85
GIS TECHNICIAN II	\$ 55
GIS TECHNICIAN I	\$ 40
REIMBURSABLE EXPENSES	
GPS Equipment.....	\$35/Hour
Robotic Survey Equipment.....	\$20/Hour
LiDAR Scanning Equipment	\$35/Hour
UAV	\$1000/Unit
Job Related Mileage.....	\$0.53/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.
All rates are subject to change without notice.	



**City of Conway, Arkansas
Resolution No. R-18-_____**

**A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF CONWAY TO UTILIZE FEDERAL -
AID RECREATIONAL TRAILS PROGRAM FUNDS**

Whereas, the City of Conway understands Federal-aid Transportation Funds are available at 80% federal participation and 20% local match to develop or improve construction phases of the Stone Dam Creek Trail multi-use pathway, and

Whereas, the City of Conway understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement, and

Whereas, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project.

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

Section I: The City of Conway will participate in accordance with its designated responsibility, including maintenance of this project.

Section II: Mayor Bart Castleberry is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

Section III: the Conway City Council pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

THIS RESOLUTION adopted this 10th day of April, 2018.

Approved:

Attest:

Bart Castleberry
Mayor

Michael Garrett
City Clerk/Treasurer



April 2, 2018

Attn: Mayor Bart Castleberry
Conway City Council Members

The attached resolution is for the construction of Phase 1 for the Stone Dam Creek. The City is applying for two different sources of funding with the Arkansas Department of Transportation. Those sources are TAP funding (you approved – Resolution R-18-10 dated March 27, 2018) and now we ask for your approval of this Resolution which supports the application that will fall under the Recreational Trails Program.

This gives the City TWO chances to receive funding under two different programs that are reviewed by two different committees. Since our project was construction of a recreational trail, it was eligible under both funding programs.

If you have any questions, please feel free to give me a call at 501-358-6812.

Candy Jones
Grant Administrator

Candy Jones
Office of the Mayor
1201 Oak Street
Conway, AR 72032

04.3.2018**Memo**

To
Mayor Bart Castleberry

From
B. Finley Vinson, P.E.

CC
Felicia Rogers
Jamie Brice

Re
Storm Drain Inspection
Camera

Comments:

The City of Conway Street Department has an immediate need for a Storm Drainage Inspection Camera to be used in the routine repair and inspection of storm drains. Council approved funds for this equipment in the 2018 capital Machinery and Equipment budget.

We encountered significant difficulty in attempts to write a bid specification for this highly specialized item that was generic enough to allow multiple bidders but specific enough to ensure a quality product. After significant research we have determined that most cost and time efficient way to purchase this equipment is by using the National HGAC Cooperative Procurement Contract with Trio Vision LLC. Contract number SC01-18. With Council approval, the City will be able to purchase this equipment for \$35,144 at a cost of nearly half the other quotes we received.

I would like to recommend Council approve this purchase from Trio Vision LLC under the HGAC contract for \$35,144.



04.5.2018

Memo**To**
Bart Castleberry**From**
B. Finley Vinson, P.E.**CC**
Felicia Rogers**Re**
AXIS M7014 Video
Encoders/Ubiquiti
EdgeSwitches**Comments:**

The City of Conway Street Department has an immediate need to purchase 62 AXIS M7014 Video Encoders/Ubiquiti EdgeSwitches to restore communication between street lights. Currently, over 60% of street lights are not communicating properly. The Street and IT Departments are working diligently to resolve this issue. The only vendor available to provide the number of switches needed is SHI for a total of \$29,264.00. SHI has a contract through TIPSUSA Procurement Cooperative. If approved, the City will use this contract to purchase this equipment.

The Street and IT Departments obtained three quotes for this equipment to ensure cost was within reason – SHI \$29,264, Amazon \$30,432.70, and Newegg \$30,517.02. The other two vendors could not provide the quantities needed.

The Street Department will use previously approved budgeted funds in the Street Department Traffic Signal Maintenance account 002-201-5466.

I would like to recommend Council approve this purchase from SHI under the TIPSUSA Procurement Cooperative contract for \$29,264.00.





Trio-Vision, LLC, 4806 Wright Drive, Building C, Smyrna, GA 30082
Toll Free: 800.443.3761 ✦ Phone: 770.435.8991 ✦ Fax: 770.435.0402
www.cobratec.com

04/03/2018

HGAC Contract SC01-18

Trio Vision Pipe Inspection Portable System:

This robust, Windows based system performs complete CCTV pipe inspections, recording pipeline defects and synchronously transmitting video to the control unit. Our daylight-readable touch-screen monitor, along with our portable control unit, processes and saves videos in the field.

Included:

- Pan & Tilt Zoom Camera
- Portable Control unit
- Motorized cable reel with 990ft/300m of cable.
- Storm Water Crawler for 12"-60" Steerable Crawler includes:
 - Powered Elevator
 - Auxiliary Light head
 - Rear Facing Camera
 - 6", 8" and 10" wheels and extenders.
- Pipe Pro Software
- Storage Cases for Camera, Controller and Crawlers
- Tiger Tail
- Top Roller
- Wi-Fi Option for Reel
- Retrieval Rope with Hook
- UPS/Battery Backup unit
- 1 Year Warranty



1201 Oak Street
Conway AR 72032

T 501.450.6105
F 501.450.6144

www.conwayplanning.org

MEMO

To: Mayor Bart Castleberry and City Council

From: Bryan Patrick, Historic District Commission Staff and Director of Planning

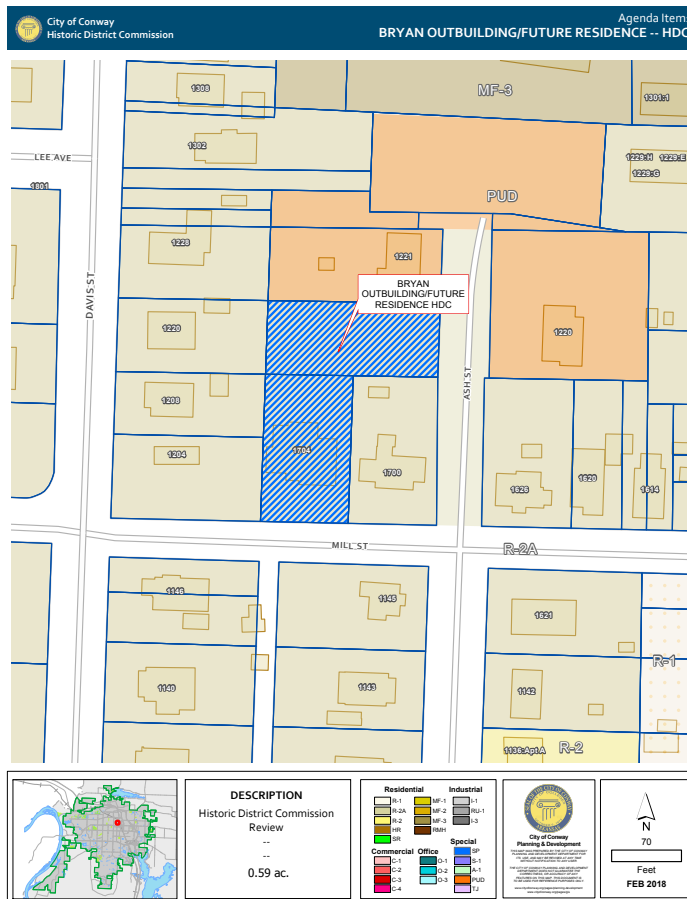
Date: April 3, 2018

Subject: Appeal of Historic District Commission Decision To Prohibit Use of Vinyl Siding

On March 26, 2018 the Historic District Commission reviewed a certificate of appropriateness request from Eric Bryan, 1704 Mill Street, for a 1760 s.f. shop building. Mr. Bryan owns an “L” shaped lot and the proposed shop building is to be constructed at the rear of the lot facing North Ash Street (1215 N Ash). The HDC approved the overall design of the shop building and issued a certificate of appropriateness with 7 conditions. Condition number 3 states, “Fiber cement or wood siding shall be allowed.” Vinyl is prohibited. The Old Conway Design Overlay District regulations state; *“Brick, stone, and wood are the most common and most appropriate materials for the cladding of new structures, and are strongly encouraged in order to strengthen the traditional image of residential areas. Synthetic materials such as vinyl and aluminum siding, as well as synthetic stucco (EIFS products) are not historic cladding materials and should not be used. However, cement board materials such as Hardiboard may be substituted for wood siding. Along with the above regulation, The Historic District Commission members felt that vinyl siding is not a quality material with a limited life span and promotes the growth of mold. There was also discussion concerning setting a precedent by allowing vinyl siding.*

Mr. Bryan is appealing the HDC’s vinyl siding prohibition and would like the Council to overturn this decision.

Attached:
Approved Certificate of Appropriateness
Mr. Bryan’s appeal letter, statistics, and photos of area structures.



Old Conway Design Overlay District

Historic District Commission Certificate of Appropriateness

Date of Historic District Commission Meeting: April 26, 2018

Applicant:

Eric Bryan
1704 Mill Street
Conway AR 72034

Property Address / Location / Description: 1215 N Ash Street

Zoning: R-2A (Large Lot Subdivision) Old Conway Design Overlay Suburban Zone

Approved Project(s): A new approximately 1760 s.f. (under roof) outbuilding

Conditions Attached to Certificate of Appropriateness:

1. Setbacks - The structure's proposed setbacks measured approximately from the property line: East - 17.5 feet, North 20 feet, South 10 feet, and West 100 feet+ are appropriate.
2. Due to the size of the lot, the outbuilding's approximate 1760 square feet under roof shall be allowed.
3. Fiber cement or wood siding shall be allowed.
4. Metal roof shall be allowed.
5. HVAC and utility equipment shall be screened and located on side or rear elevations.
6. Sidewalk in-lieu fee of \$588 may be payed in-lieu of sidewalk construction.
7. Garage door shall be constructed as shown in submitted sketch.

Termination Date: April 26, 2020

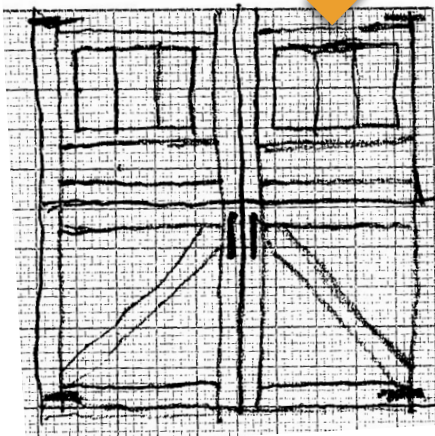
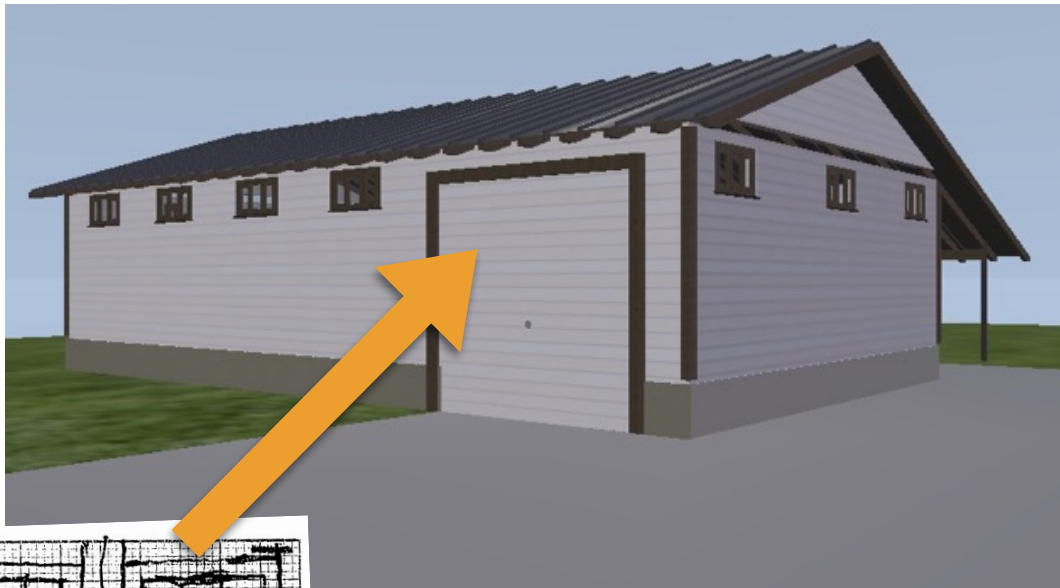
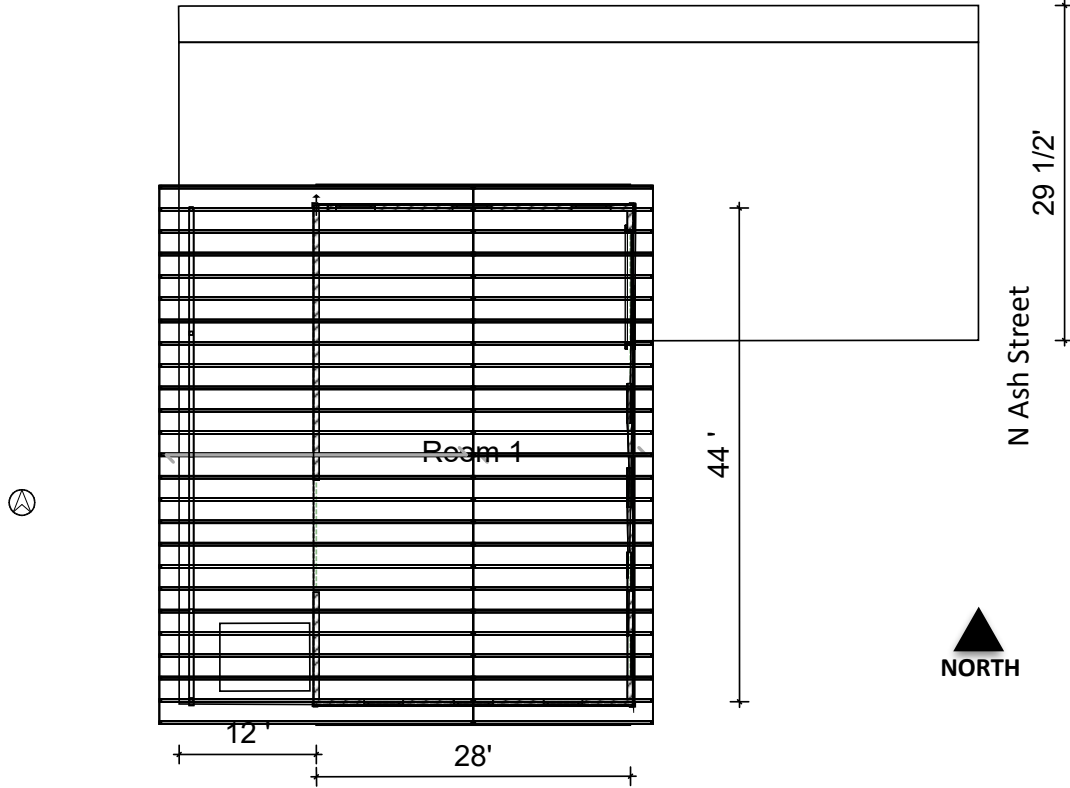
(If Building Permit is not issued by this date, Certificate is null and void)

Signed:

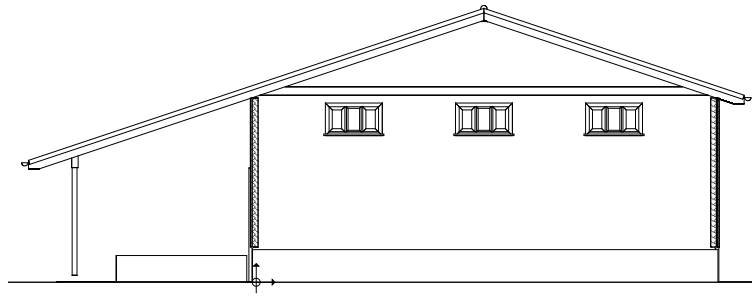


HDC Staff / Director of Planning and Development

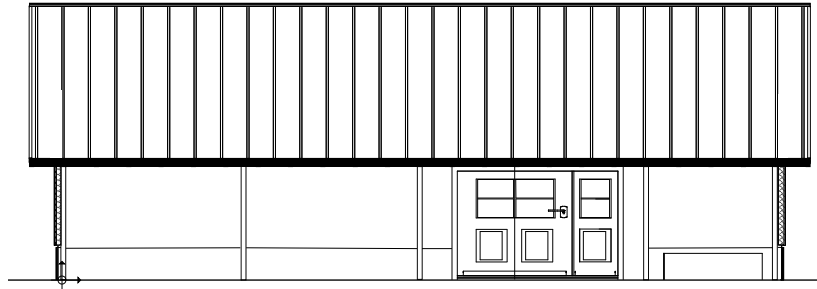
Attached: Site Plan, Perspective, and Elevations



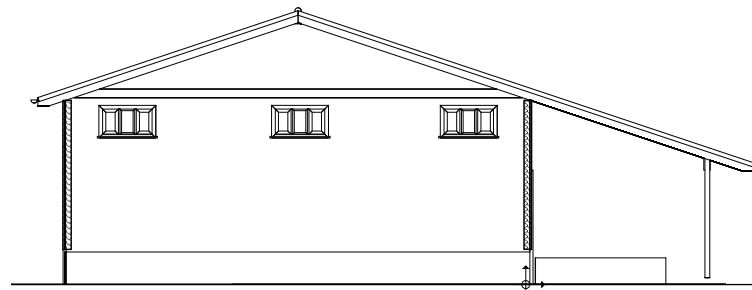
Quick sketch of 10x10 garage door.



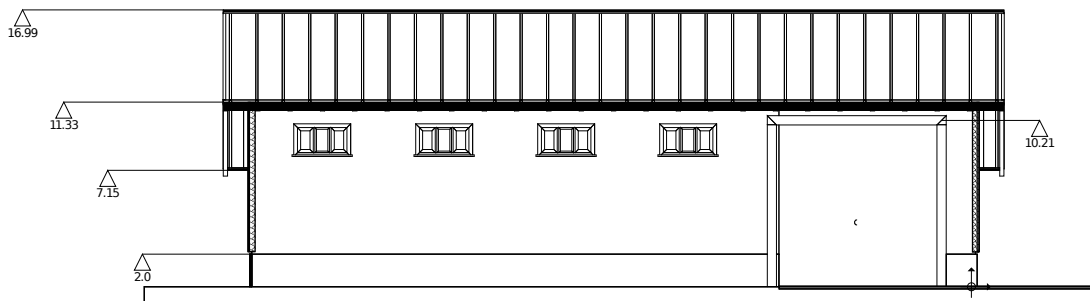
South



West



North



East

Elevations

Appeal to the Conway City Council of the decision of the Conway Design Review Committee concerning vinyl siding on an accessory building behind 1704 Mill St. with driveway to 2215 North Ash St.

Vinyl in the overlay district is apparently now a contentious issue for the current review committee. There is work being done to revise the design guidelines to address the issue and it is hard to disassociate this project from the overriding issue. In the interest of brevity, I will try and provide a quick history of the property and building designs, followed by a short list pertinent to just this project, and then provide more background about why I think the overall stance against vinyl in the overlay district as a whole is not an appropriate direction for the city to proceed. I provide the later so it may help you to understand the disagreement and perhaps encourage more research before making changes to the ordinances.

History:

We purchased the property behind 1704 Mill St. in 2002 to extend our backyard for gardening, play area for our boys, and to build a garage/workshop. We paid cash for the property and using our own labor, cleared it of overgrowth. We used it for gardening and play space while saving for the garage/workshop. This was before the creation of the overlay district and restrictions on out buildings.

The Overlay District was created in 2006.

In 2008/2009, there was a plan to use the other property on that section of N. Ash for a large multi-unit apartment complex. We and other neighbors rallied to have this limited to a PUD consisting of a handful of duplexes. This was also the start of the economic downturn. This PUD expired 5 years later without ever being undertaken.

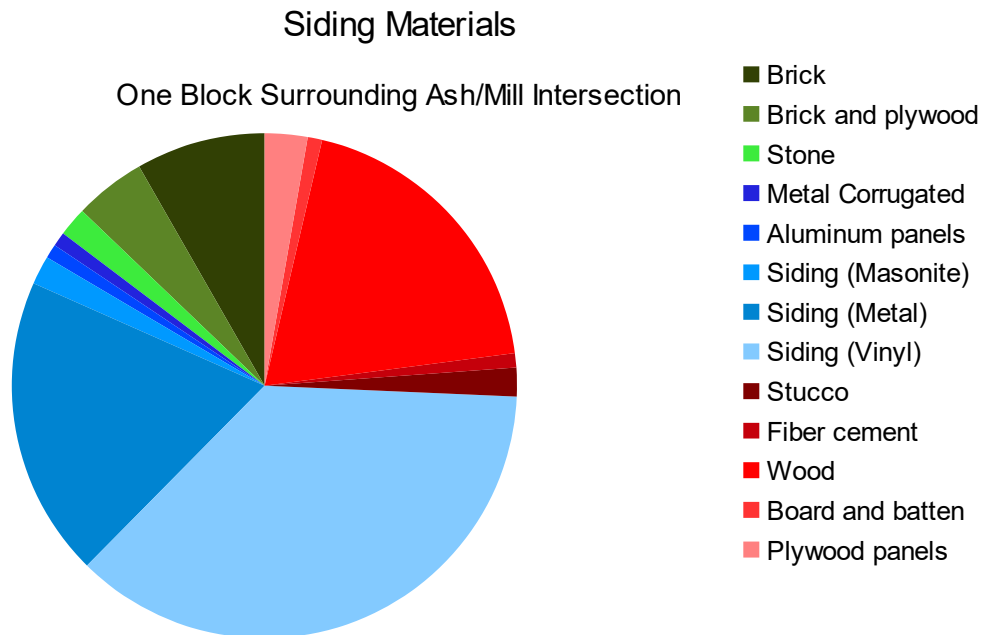
In 2014 we were sure the PUD was expired and unlikely and frankly, we needed to either proceed with the workshop or move. I contacted the planning department and began learning about requirements for building the garage/workshop. I soon learned that there were new restrictions on the size of accessory buildings. In fact there were multiple restrictions that combined to make things almost impossible to build—1) I was informed (incorrectly) about a size limit of the accessory building. I then asked and proceeded to rework the design as a residence—with all requirements for that (plumbing, kitchen, bathroom, fire protection sprinklers (required for open floor plan if it included garage space)). I was then told there was an important issue to discuss with Conway Corp concerning the hookup of utilities. There were no water or sewer lines up N. Ash St and the new code requirements were that I had to hook up to the front of the building and I would have to foot the bill. Waste lines alone would be between \$37000-\$57000 not counting hookup to those lines. Mr. Patrick at the planning department said it might be possible to do the design to meet residential requirements, cap the lines, and use the building as a shop until such time as we chose to make the building into a residence.

Saving more for the larger structure as well as other personal issues took me off the project for 3 years. In late 2017 I finished up plans. In January of 2018 had discussions with the neighbors and the building code enforcement about the design. I made multiple changes and got verbal approvals from neighbors and started getting pricing info. It took until February of this year to get to committee. At that meeting two things occurred --an accessory building larger than I was told was permissible was approved, and it was made clear the design I had done would not be approved. Mr. Hurd offered to move the design to committee and work with me on a better design. At that second meeting I had a design for a smaller simpler building that was slightly over the limit I had originally been told and a back porch that pushed close to the limit of what I was now told was possible for roof area. That design was approved in the March review with the exception that the material for the siding must be

wood or fiber cement rather than vinyl—the issue now before you.

Short list of reasons for approving vinyl for this particular project:

1. This building will be adjacent to a steel sided home (original siding we believe), a vinyl and brick home, and a vinyl sided (retrofit) home, and is an accessory to a brick home with vinyl trim on gables. The vinyl siding I selected is a smooth, narrow 3” pattern that is a very close match to many of the older wood sided houses in the neighborhood. The pattern is not available in any fiber cement siding I have been able to find—they all use a wider 4” or larger pattern. The closest fiber cement will look most like the steel siding of the neighboring house but a different finish. (It will also be on the upper end of the cost scale due to the width.) To force fiber cement or wood (unless I pay for a special mill run) will make the building unlike like the adjacent buildings or main structure. Images of adjacent houses are attached.
2. Vinyl siding selected for the smooth brushed finish appears much like painted wood siding.
3. It is an accessory building set behind the house. While there is access and visibility to North Ash St., that road is a dead end and the building will be almost invisible to Mill St. There are other accessory buildings plainly visible from front streets that are metal or vinyl.
4. There were concerns voiced about setting a precedent about vinyl siding. The rigid stance on vinyl in the overlay district is a relatively new position. There is a new construction duplex one block south that was approved with vinyl siding in 2008. The purpose of the committee is not to be driven by precedent but to make appropriate decisions on each individual case. If we could codify to the level of detail required to just follow precedent then there would be no need for a committee.
5. The majority (58%) of houses within one block of the intersection of Mill and Ash are sided with vinyl, metal, or masonite. Of those, 63% are vinyl. The single largest siding material used is vinyl.



Material	Number of Houses
Brick	9
Brick and plywood	5
Stone	2
Metal Corrugated	1
Aluminum panels	1
Siding (Masonite)	2
Siding (Metal)	21
Siding (Vinyl)	40
Stucco	2
Fiber cement	1
Wood	21
Board and batten	1
Plywood panels	3

109

Of 109 Addresses,
58% Siding (63/109)
Of 63 Addresses with siding:
63% Vinyl

Attached is a color coded map showing the location and material. Houses that are multiple materials may be represented either as the majority material or two colors. Many of the brick homes have vinyl gables. Several wood homes have metal gables.

6. Vinyl cost range from \$3.95-\$7.20 per square foot installed, clapboard is about \$7-16-\$11.65, while fiber cement ranges from \$6.71 to \$11.12 per square foot installed. On this building with 1240SF of siding that is \$4898-\$8928 compared to \$8320-\$13,888 vinyl to fiber-cement. I would rather do a better install and quality of vinyl than cut corners to use fiber cement. (Estimates are from RemodelingExpense.com which has parameters for location. In my experience, if you will take the time to get multiple quotes, Conway does tend to be on the lower end of the estimates even with good quality workmanship.)
7. One of my major goals is minimal maintenance and wood needs much more care than vinyl. Even fiber-cement needs more care than vinyl. Attached is an image of a repaired wall on a house we own. The siding is over 20 years old—except for a couple small sections that are less than 1 year old. The repair is extremely hard to see—mainly a slight texture difference in the old and new sidings that are actually different brands.. A tree branch hit this wall and we had to replace several pieces of vinyl siding at a cost of <\$200. Fiber-cement would have cost more just in paint and would have needed a coat of paint at the 10-13 year point as well as after this repair.
8. There are three main issues that, to me, make the appearance of vinyl and metal siding different from traditional wood siding:
 - a. There is usually a thin channel around windows and doors to capture the siding. I will use solid PVC boards to trim my windows/doors and it will go over the edges or channel of the siding.
 - b. The corners are often either folded metal, extruded thin PVC corners, or the same channel as used around windows to butt up against metal wrapped lumber. I will again use solid PVC or composite boards that go over the edges of the siding mimicking the way traditional wood siding is done. (I would note that this is not an uncommon practice on fiber cement installs to avoid the brittle cement boards on the corners.)
 - c. For wood siding in Conway, we have very little rough siding like cedar. The

heavy texture is a giveaway. I will use a smooth siding. (I would note that smooth siding is mentioned in other cities' historic districts when they use fiber cement or even vinyl. It is an important element in matching the traditional appearance of this area. Yet only the base materials, not texture, are mentioned in the requirements from the design review for this building.)

Background on why vinyl is a reasonable building option in the overlay district:

Vinyl and metal siding is historically appropriate—at least in some areas

Aluminum siding became available starting in 1930's. Vinyl siding became popular starting in the 1950's. Aluminum and vinyl siding grew very popular thru the 50's 60's and 70's. The assessor's office pulled the year of construction data for the houses in the Robinson and Overlay districts. For the Robinson District, 64% of homes were made before 1950. The reverse is true in the Overlay District where 62% are from after 1950. (Please see the attached graphs.) Additionally, many of the homes in the Overlay District, even if not originally vinyl or aluminum, now use these siding materials. It is not a uniform distribution in the Overlay District. You can find a cluster of more recent homes or even apartment buildings in the northern section and clusters of older bungalows to the south. This variation makes a single uniform standard for the entire Overlay District inappropriate. But to ignore the era of metal and vinyl siding is to ignore the reality of our history. Further, banning vinyl and metal siding is, at its roots, changing the nature of the Overlay District to create a historical fiction that never existed while wiping out the reality of what is/was there.

Where did the prohibition of metal and vinyl come from?

The wording of the ordinance creating can be traced to the national standards intended to preserve historical structures and neighborhoods—usually from the 1930s or earlier. These were created by the Secretary of the Interior for the National Park Service. (Link provided in the section on further reading). The intent is not to control the new construction (unless it is an addition to a historic structure). Conway is almost certainly not the only city to use the standards to regulate new construction but that is not the original intent of the text. Again and again you will find in the texts of other cities wording about how replacing the original wood or covering the original materials on historic houses with vinyl siding is inappropriate. (Reading other cities codes can be confusing in that for them “Overlay” is often their historic district—not a buffer zone, as was pitched here in Conway) Even the text that the Design Review Committee is considering for the Overlay District (they would outright prohibit it in the Robinson District) is filled with discussions about preserving historic materials—not new construction. (See last Design Review Report).

Why the antipathy to vinyl?

A lot of the issues with vinyl seem to be tied to poor installation. Reading the manufacturers' install guides makes it very clear there is a lot of detail work to be done to provide a good installation. (Same is true of fiber-cement.) It is not at all intuitive or simple to do a good job. Siding (vinyl, wood, metal, fiber-cement) doesn't really do what most people think in terms of rain and weather.. Vapor barriers and moisture barriers are different things and can really cause damage down the road if done wrong. I'm certain a lot of installs have been done wrong with vinyl. I suspect we will eventually see problems with fiber-cement due to installation errors. The other part may be due to inappropriate selection—the heavy textures that are common are out of place here in Conway. Like with fiber-cement, a smoother (brushed) finish is more appropriate. Failure to clean the siding. While painted materials does need occasional cleaning, most vinyl is in lighter colors and shows mold growth faster. It isn't hard or expensive to clean but it needs to be done. Just as paints can have anti-mold additives,

there are cleaners for vinyl that leave a film to inhibit mold growth.

A couple further thoughts-

What is an appropriate standard for the Overlay District? I would suggest one based on a curbside impression. Either “drive by”, “walk by” meaning if you drove by, or walked by, nothing in the design or appearance should make you stop and think something was inappropriate. It is solely the appearance of the material that should be of concern unless it involves preservation of a historic structure.

Materials and building techniques change. It might be a good idea to let someone build a house using vinyl and other modern materials as an example of how it can be made to work. Bring in one or more of the manufacturers and let them make sure it is done right and showcases what the new materials can do to fit into whatever look they are trying to achieve. Siding as a renovation is not really the same as siding on new construction as part of the design. The trim around windows and doors is particularly different.

Suggested further reading about Vinyl Siding:

National Park Service Historic Preservation Planning Program

<https://www.nps.gov/preservation-planning/guidance.html>

Research committee on the use of PVC (material for Vinyl Siding) in LEED certified buildings.

https://www.usgbc.org/Docs/LEED_tsac/USGBC_TSAC_PVC_Draft_Report_12-17-04..pdf

Interesting site on building sciences. These are links to just one person's opinions but he provides links to back up his data. Worth reading his comments and the rebuttals.

<http://www.greenbuildingadvisor.com/blogs/dept/guest-blogs/counterintuitive-cladding>

<http://www.greenbuildingadvisor.com/blogs/dept/guest-blogs/defense-inconvenient-truths-about-vinyl-siding>

Adjacent/nearby



1700 Mill—metal siding



1221 Ash—vinyl/brick

1626 Mill—vinyl siding



1621 Mill – vertical plywood/metal roof



1145 Ash—vinyl



1704 Mill St.--brick/vinyl trim

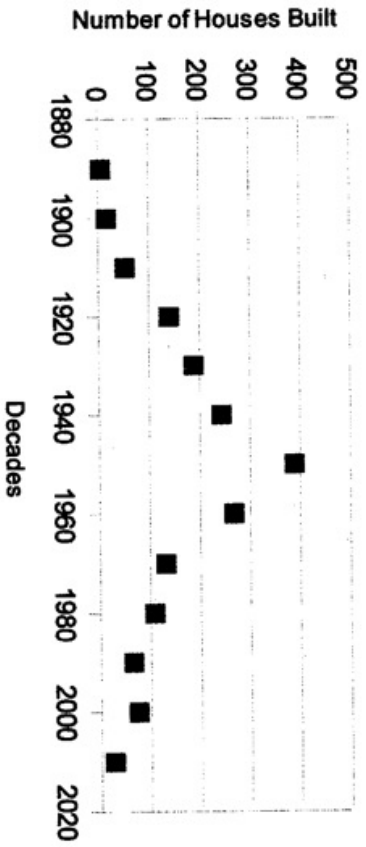


20+ year old vinyl and a couple pieces less than 1 year old.

Whole Overlay

Decade	Number of houses existing in 2018
1890	5
1900	16
1910	52
1920	140
1930	188
1940	243
1950	388
1960	267
1970	131
1980	108
1990	65
2000	75
2010	26

Overlay District Year Built of Existing Houses

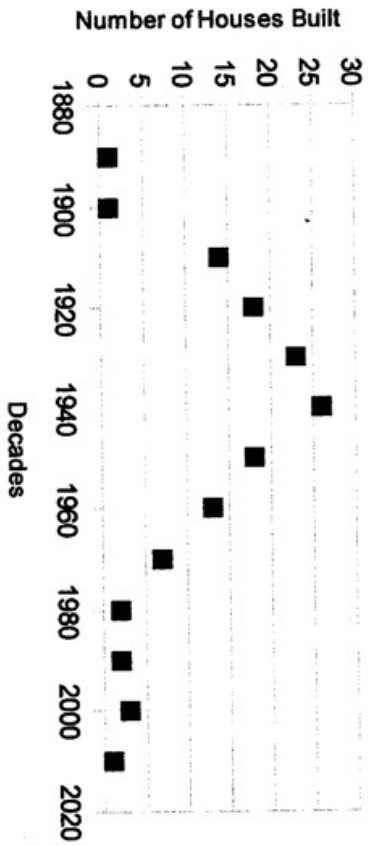


Data obtained from County online Real Estate Records.

Before 1950 $\frac{644}{1704} = 38\%$
 After 1950 $\frac{1060}{1704} = 62\%$

Decade	Number of houses existing in 2018
1880	2
1890	1
1900	1
1910	14
1920	18
1930	23
1940	26
1950	18
1960	13
1970	7
1980	2
1990	2
2000	3
2010	1

Robinson District Year Built of Existing Houses

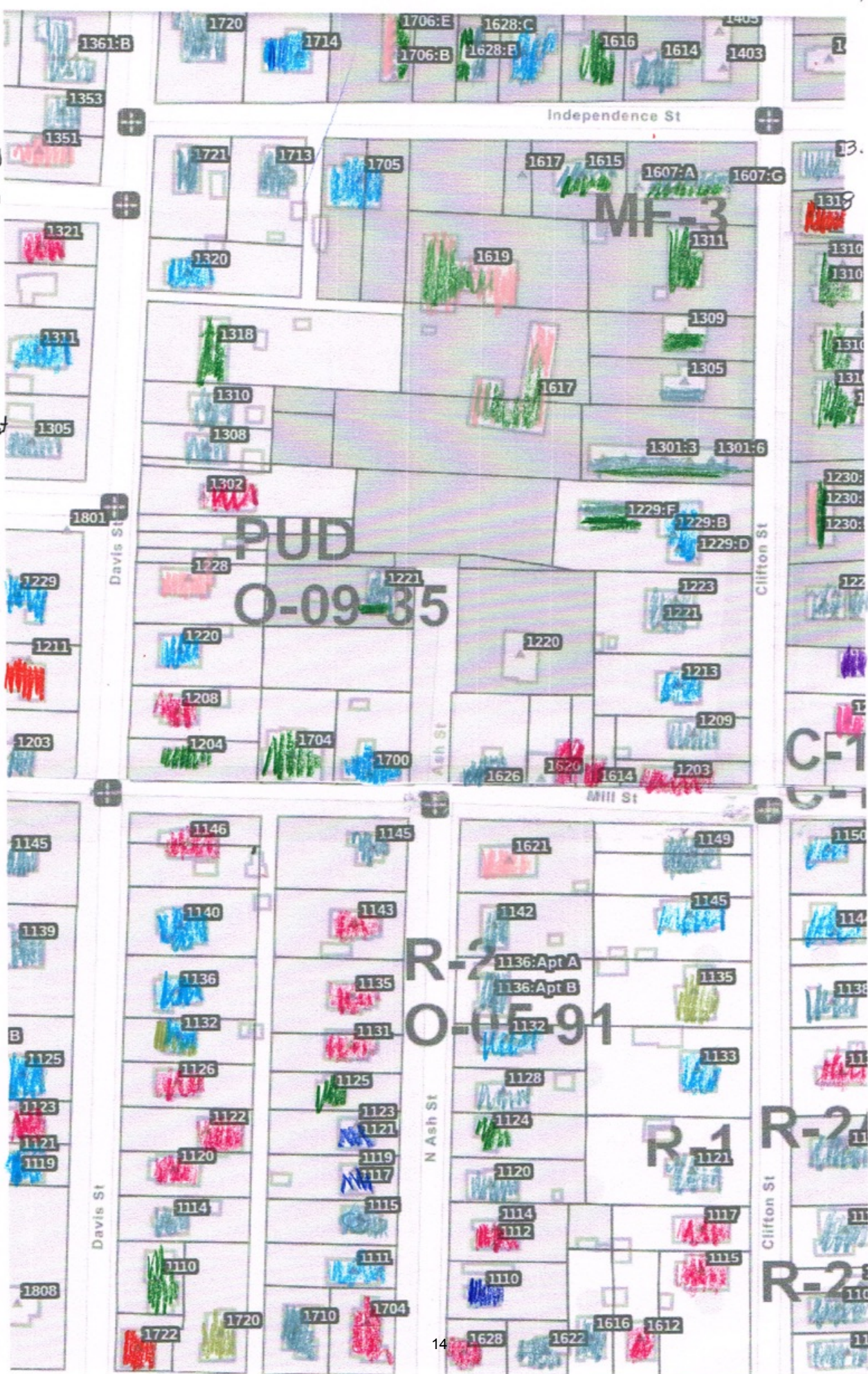


Data obtained from County online Real Estate Records.
Of 139 Properties, 8 Properties had no year listed.

Before 1950 $85/131 = 64\%$
After 1950 $46/131 = 35\%$

4/3/18

- Legend**
- brick
 - brick + plywood
 - stone
 - metal corrugated
 - Aluminium panels siding (masonry)
 - Siding (metal)
 - siding (vinyl)
 - Stucco
 - Fiberglass
 - wood
 - board + batten
 - plywood panels



MEMO

City of Conway, Arkansas
Jamie Brice, Purchasing Manager
1201 Oak Street
Conway, AR 72032
www.cityofconway.org

To: Mayor Bart Castleberry and City of Conway Council
CC: Steve Ibbotson Rhonda Sutton Felicia Rogers Jack Bell
From: Jamie Brice
Date: March 27th, 2018
Re: Parks and Recreation Restroom Facilities # 2018-14

The 2018 Parks and Recreation Budget includes \$460,000 to build restroom facilities at Fifth Avenue and Beaverfork Parks. The City of Conway opened bids on March 27th, 2018 at 10:00 A.M. A total of five bids were received as shown on the attached bid tabulation sheet.

I would like to recommend Council accept the lowest bid from Salter Construction, Inc. in the amount of \$330,304.


Sincerely,



Jamie Brice
Purchasing Manager
City of Conway

Department Head Acknowledgement

Name: Steve Ibbotson

Signature: 

Date: 03/27/18



BID TABULATION

Restroom Facilities, Fifth Avenue & Beaverfork Parks

Project # 18908

Bid Date March 27, 2018 10:00 A. M.

	CORCO	DAYCO	HYDCO	SALTER	WAGNER	
BID SECURITY	YES	YES	YES	YES	YES	
Addendum #1	YES	YES	YES	YES	YES	
BASE BID	\$485,000	\$543,000	\$344,000	\$330,304	\$473,000	
Deduct Alt #1 Perf & Pay Bond	(\$4,808)	(\$7,500)	(\$3,600)	(\$4,608)	(\$4,500)	
Add Alt #2 Restroom HVAC	\$7,000	\$6,700	\$3,300	\$7,050	\$5,894	
Unit Price #1 Add/Ded Cut & Fill	\$20	\$20	\$25	\$20	\$20	
Unit Price #2 Large Equipment	\$50	\$50	\$65	\$50	\$20	
Estimated Time	120 Days	210 Days	50 Days	90 Days	180 Days	
Signature						