



City of Conway Council Agenda

<u>Council Meeting Date:</u>	March 14th, 2017
<u>5:30pm - Committee Meeting:</u>	Spruce Cottage Court Development Pine Street Revitalization
<u>6:30pm:</u>	Council Meeting
<u>Call to Order:</u>	Mayor Bart Castleberry
<u>Roll Call:</u>	City Clerk/Treasurer Michael O. Garrett
<u>Minutes Approval:</u>	February 28th, 2017

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, & Conway Housing Authority)

1. Resolution setting a public hearing to discuss the closing of certain utility easements located on Lewis Ranch Subdivision, Phase I.
2. Resolution to approve a real estate development/land transfer agreement between Dakota Development and the City for development of affordable housing located in the Pine Street Neighborhood.
3. Consideration to approve a taxi service permit for Priced Right Taxi Service for the City of Conway.
4. Ordinance authorizing the reclassification of a GIS Coordinator position to a planner position within the Planning and Development Department.
5. Ordinance appropriating insurance reimbursement funds for the Airport Department.
6. Consideration to approve the relocation of utilities located at the corner of College and Salem for Conway Corporation.
7. Consideration to approve the renovation of the parking lot on Parkway between Prairie and Main Street.
8. Consideration to approve a standard details for roadway and drainage construction for the Conway Street & Engineering Department.
9. Ordinance resolving the appropriate speed limit within the City of Conway business district, residential district, and school premises.

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

1. Ordinance appropriating insurance proceeds funds to the Parks & Recreation Department.
2. Ordinance accepting and appropriating funds received from the Advertising and Promotion Commission for cost associated with the completion of the Conway Event Center.
3. Ordinance authorizing a change in staffing levels for the Parks and Recreation Department.
4. Resolution to authorizing the naming of the Conway trail system after the former Mayor of Conway, David Kinley.

C. Public Safety Committee (Police, AWU, CEOC, Fire, District Court, Information Technology, & City Attorney)

1. Ordinance to approve an adjustment of salary for the Chief Deputy City Attorney for the City's Attorney's Office.
2. Consideration to dispose of inventory for the Information Technology Department.
3. Consideration to dispose of seized vehicles from the City of Conway Police Department inventory.
4. Ordinance appropriating reimbursement funds from various entities for the Conway Police Department.
5. Ordinance waiving bids for the purchase of eight fully equipped police vehicles for the Conway Police Department.

Adjournment

Memo

To: Mayor Bart Castleberry
From: Scott Grummer, Planning & Development
Date: 3/10/2017
Re: Spruce Cottage Court Development

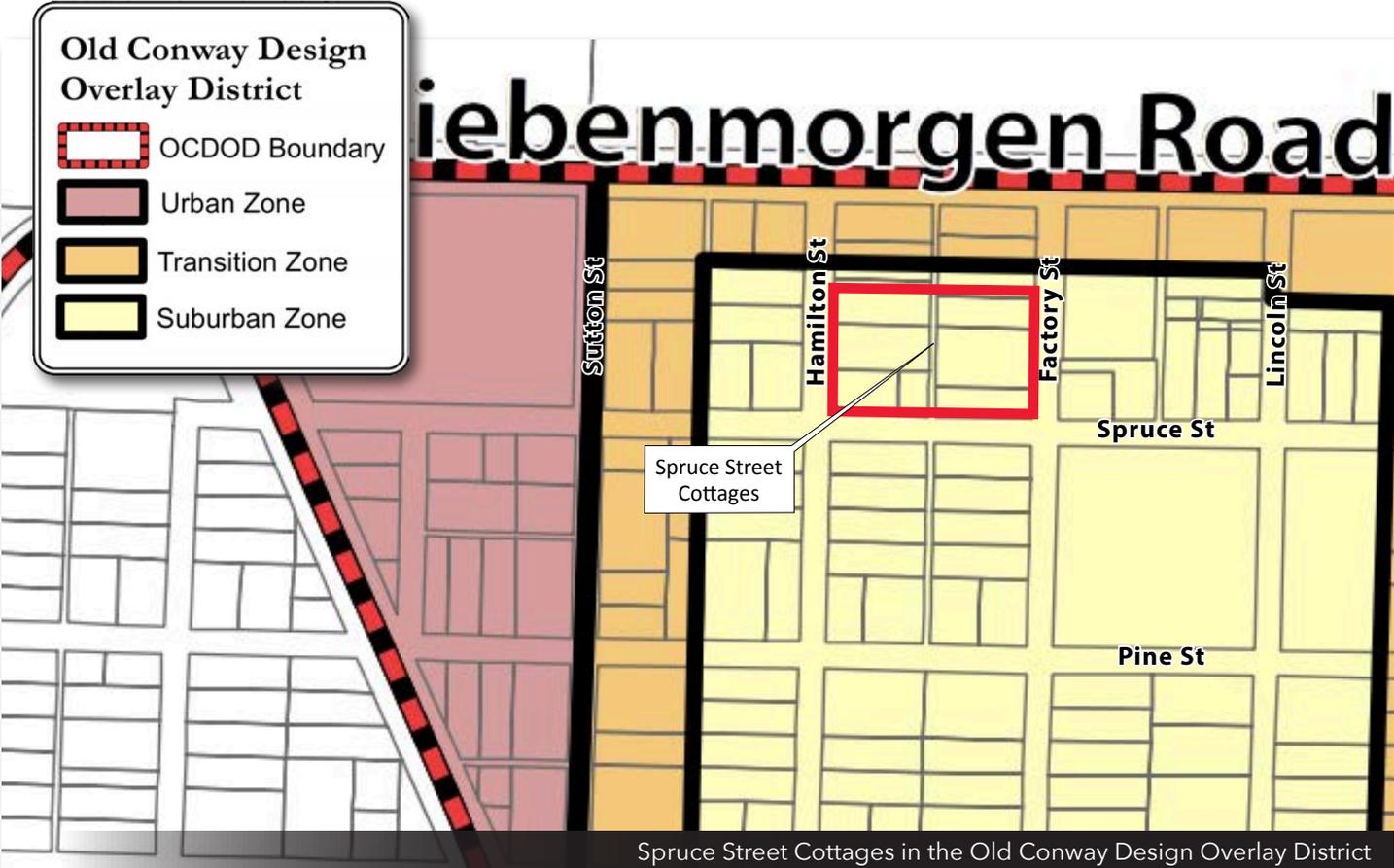
In 2009, the North East Old Conway Area Study (<http://cityofconway.org/pages/northeast-old-conway-area/>) was developed in coordination with residents of the Pine Street Area Neighborhood. This study outlined concerns such as the number of vacant lots in the area, being surrounded by commercial and industrial uses, limitation of green space and the zoning in the area not meeting the character of the neighborhood. These concerns are some of the contributing factors to the areas decline over the last several decades, and are the reasons why the city chose to target this area for revitalization strategies. In 2009 following the study, the City began acquiring land in the subject area for the realignment of the alley in Block 7 of Burns Addition as outlined on page 44 of the study, and sought to promote affordable housing development through the use of CDBG funding to spur revitalization in the neighborhood.

In 2013, after sufficient acquisition of land and development strategies were established, the city submitted a request for qualification for a developer to partner with the city as a public/private partnership to facilitate this process. Dakota Development, Lawrence Finn as its managing member, was the successful firm procured. Since 2013 and guided by this procurement, the city has successfully re-aligned the alleyway for block 7, upgraded utilities for this section of the neighborhood to support re-development, and have made drainage and pedestrian improvements along Siebenmorgen Road, which represents approximately \$1.2 Million in CDBG investment. In addition, Lawrence Finn has established the Spruce Street Neighborhood Development, LLC in preparation for signing agreements to move forward in receiving lots for the development of cottage housing as designed by the RFQ. This project has received approval through the Conway Historic District Commission.

Pre-development is complete, and the City is ready to sign agreements with the developer to begin marketing for presale of the housing units. Upon successful contracting of presales, the City will transfer 50% of the available lots to be built out. After build out, the city will get reimbursed for the land at the pre-agreed unit price per lot at the sale/closing of the property with the home buyer. For those buyers who qualify for assistance, this recaptured CDBG will be re-subsidized to those families with land use agreements that will restrict the home from re-sell for 15 years, which will be the "Affordability Period", after which the grant will be forgiven. All twelve (12) homes will be owner occupied, with seven (7) restricted as affordable or families earning 80% or below of the area median income (AMI). Attached is the resolution and supporting documents for your review.



Aerial View of Spruce Street Cottage Site



Spruce Street Cottages in the Old Conway Design Overlay District

Tree preservation/Landscaping. The lot was recently cleared of underbrush and dead trees. Several large trees were preserved. A dense cottage neighborhood will need to be extensively landscaped in order to provide privacy and better define public/private areas. Trees as shown on the plan will be sufficient to provide the necessary level of screening and definition. Additional shrubs and plants should be placed where it is appropriate.

MASSING

Scale. The size of new construction in relation to neighboring structures and the proportion of structures to the human scale. The proposed cottages have traditional proportions that blend well with one another and to the human scale.

Height. The average height of area structure's eaves and cornices. Also, the first floor elevation / height relationship. The interior ceiling height appears to be at least 9 feet. This lifts the height of the eaves and creates a more vertical traditional structure.

Width. New construction proportions shall respect the average widths of the majority of neighboring buildings in the area. The cottage's widths blend with each other and area structures. The proposed widths are appropriate.

Directional expression. Measurement of the height to width ratio of a structure's elevation. The cottages have a traditional height creating a more vertical structure. The Finished floor elevation is elevated. The floor elevation along with higher ceilings creates a more traditional vertical residence.

Footprint. The area of land covered by a structure should be in relation to the majority of neighboring structures. The cottage's footprints are similar to other area residences. However, the footprints are more closely spaced creating a dense cottage development.

Complexity of form. The level of detailing and breaks in wall planes of a structure. The proposed cottages have traditional detailing and create an appropriate level of complexity. Façade, wall area, rhythm. Facades shall be compatible with surrounding historic structures in proportion of wall to opening area. The placing of windows, doors, and porch columns create a traditional symmetric pattern.

DESIGN ELEMENTS

Style. The proposed cottage style could be describes as traditional southern vernacular cottage. The 4 proposed cottage plans are varied yet maintain a style that unifies the entire development. Entries, Porches, and Porticos. All cottages have front porches. Old Conway regulations state that a porch must be 6 feet in depth. The proposed porches are shown as at least 6 feet and are appropriate. Porch columns appear to have an appropriate width.

Doors and windows. The rhythm, patterns, and ratio of voids to solids of new buildings should relate to and be compatible with adjacent facades; typically a higher proportion of voids to wall

area. The number of windows and doors are proportionately appropriate. The main facades have an appropriate number of windows and doors. Facades that face another structure have a reduced number of windows and doors in order to provide privacy.

Awnings. When new construction uses awnings, traditional awning designs, materials, and placement should be used. No awnings are proposed.

Lighting. Any new lighting should be inward, downward, and shrouded so as to stay within the bounds of the property. No lighting is shown on submitted plans.

MATERIALS & DETAILING

Architectural Details, Siding, and Bricks. Eaves, brackets, dentils, cornices, molding, columns, trim, etc. The materials selected for a new dwelling should be compatible with and complement the surrounding structures in the Suburban Zone. Brick, stone, and wood are the most common and most appropriate materials for cladding and are strongly encouraged.

Synthetic materials such as vinyl, aluminum, and synthetic stucco (EIFS products) are not historic cladding materials and should not be used. The cottages are shown clad with a ship lap siding and traditional wide trim boards around windows and doors. In order to keep the structures affordable, a high quality vinyl siding is proposed. The type of exposed foundation material is unclear.

Shutters. If used, shutters should be in proportion to their window opening. If they were closed, they should cover the window opening. No shutters are proposed.

Roof. Asphalt shingle roofing is proposed.

Decks/Plaza Space. None proposed.

Skylights. None proposed

Mechanical Screening. HVAC units should be visually located away from streets or screened by landscaping. Exterior HVAC ductwork should not be visible from the street. The location of HVAC equipment is unclear. In a dense development care should also be taken in HVAC location to reduce noise for residents.

RECOMMENDATIONS

Staff recommends approval of this cottage development with the following conditions:

1. The development shall be built as proposed on the submitted plans. HDC Staff shall be allowed to make minor adjustments of landscaping, structure placement, etc as the project is constructed.
2. Vinyl siding shall be allowed. However, traditional wide trim details shall be used around all windows and doors.
3. Trees shall be planted as shown as a minimum. Additional trees and shrubs as necessary to provide additional privacy, screening, and aesthetic appeal are encouraged.

SPRUCE STREET COTTAGES

SITE PLAN



SPRUCE STREET

HOMES
 8, 9, 10 and 12- DANVILLE
 11, 13, and 14- CENTERTON

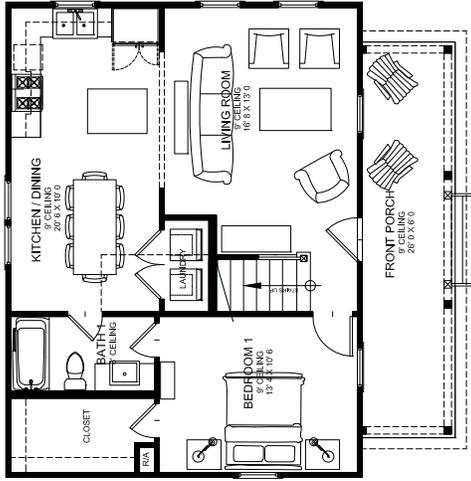
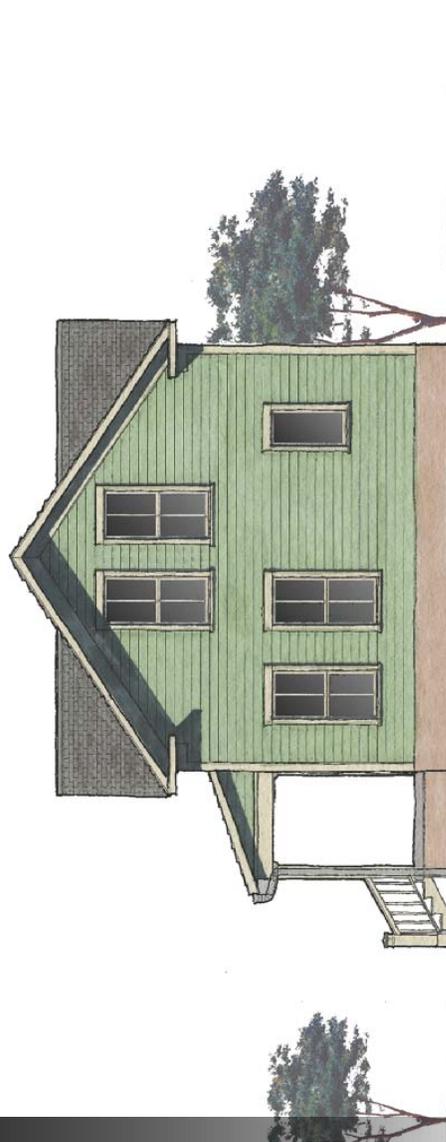
3 and 6- DAMON
 4 and 7- DRAKE



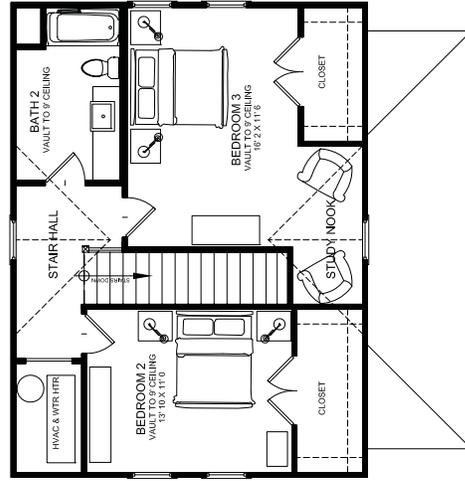
SPRUCE STREET COTTAGES

DAMON

'Damon' House Design



MAIN FLOOR



UPPER FLOOR

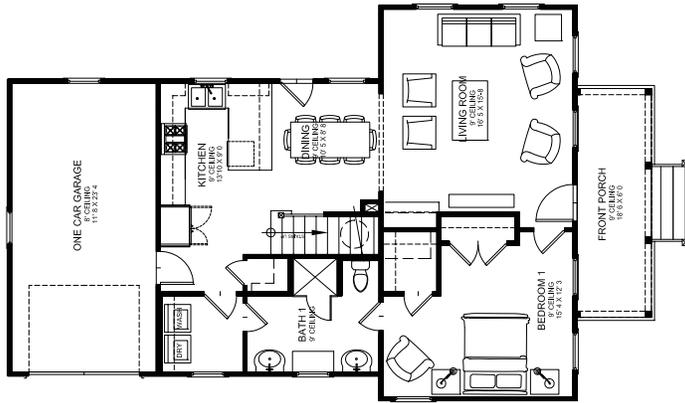
3 Bedrooms, 2 Baths, 1,510 Square Feet
 Marketed Exclusively by Realty Group
 479-123-4567

Drawings are provided to illustrate the conceptual design of the home and may reflect options and features not included in the base price. Consult with a builder for price of house as shown. All dimensions approximate. Plans are property of Spruce Street Development LLC and redistribution of the drawing is restricted.

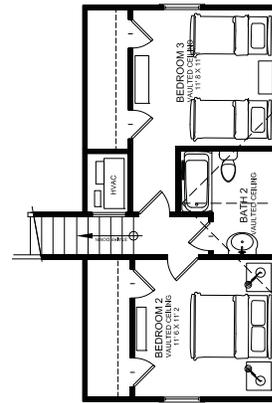
SPRUCE STREET COTTAGES

CENTERTON

'Centerton' House Design



MAIN FLOOR



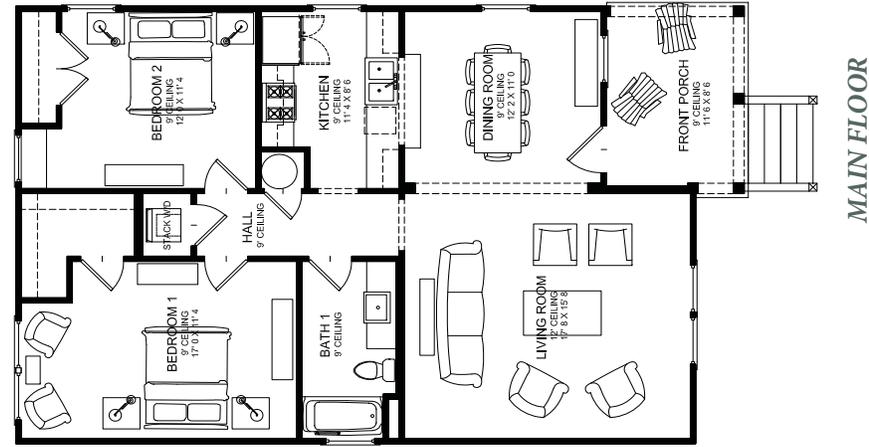
UPPER FLOOR

3 Bedrooms, 2 Baths, 1,430 Square Feet
Marketed Exclusively by Realty Group
479-123-4567

Drawings are provided to illustrate the conceptual design of the home and may reflect options and features not included in the base price. Consult with a builder for price of house as shown. All dimensions approximate. Plans are property of Spruce Street Development LLC and redistribution of the drawing is restricted.

SPRUCE STREET COTTAGES

DRAKE

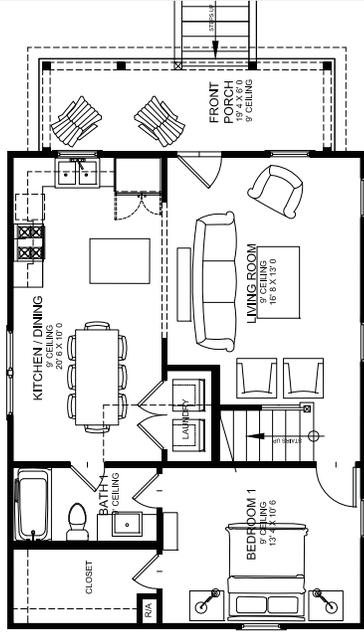
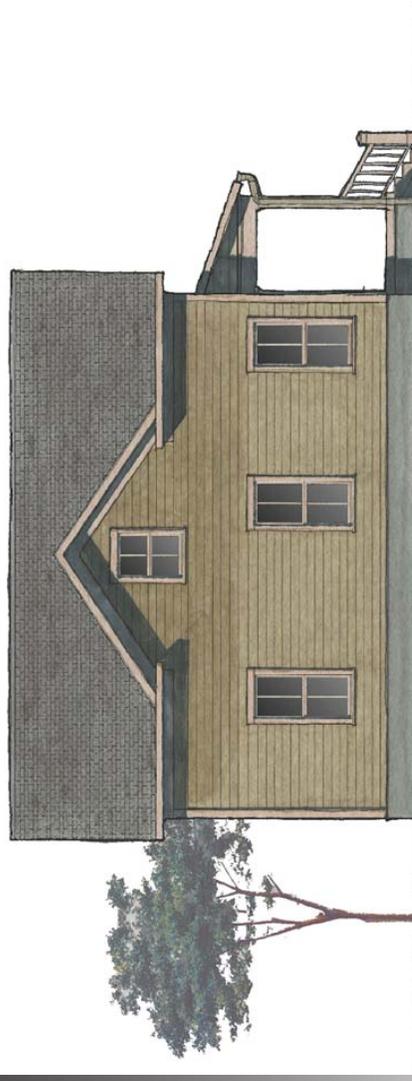


2 Bedrooms, 1 Bath, 1,120 Square Feet
 Marketed Exclusively by Realty Group
 479-123-4567

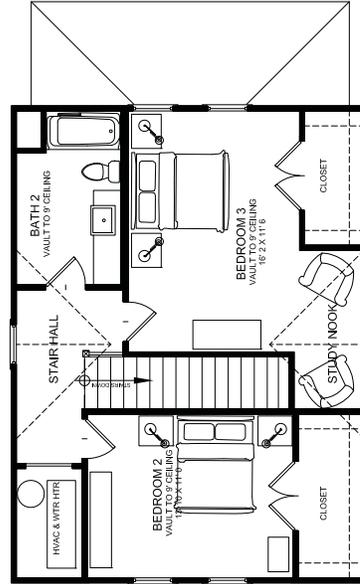
Drawings are provided to illustrate the conceptual design of the home and may reflect options and features not included in the base price. Consult with a builder for price of house as shown. All dimensions approximate. Plans are property of Spruce Street Development LLC and redistribution of the drawing is restricted.

SPRUCE STREET COTTAGES

DANVILLE



MAIN FLOOR



UPPER FLOOR

3 Bedrooms, 2 Baths, 1,510 Square Feet
 Marketed Exclusively by Realty Group
 479-123-4567

Drawings are provided to illustrate the conceptual design of the home and may reflect options and features not included in the base price. Consult with a builder for price of house as shown. All dimensions approximate. Plans are property of Spruce Street Development LLC and redistribution of the drawing is restricted.

PINE STREET CDBG TOTAL INVESTMENT

Type Expense	Vendor	Year	Project	Cost	Description	Cottage Housing	Siebenmorgen	Phase II
CDBG PRE-DEVELOPMENT COSTS								
Survey	Harmon	2013	Cottage Housing	\$1,600.00	South Half Block 7 pre-development			
	Harmon	2014	Siebenmorgen	\$2,100.00	Siebenmorgen Half Road Improvement			
	Harmon	2014	Phase II (Block 7 North)	\$925.00	Utility Improvement/Replating	\$1,600.00	\$2,100.00	\$925.00
Appraisal	Coats	2012		\$950.00				
	Stanton	2013	Cottage Housing	\$400.00	722 Spruce Acquisition			
	GDR	2013	Cottage Housing	\$400.00	722 Spruce Acquisition			
	Swindle	2013	Cottage Housing	\$300.00	722 Spruce Acquisition			
	Thompson	2014	Phase II (Block 7 North)	\$850.00	1421-1425 Factory Acquisition			
	GDR	2014	Phase II (Block 7 North)	\$1,000.00	1421-1425 Factory Acquisition	\$4,075.00		\$2,575.00
	Mears	2015	Phase II (Block 7 North)	\$350.00	Acklin Property Lot 1 Easement			
	Mears	2015	Cottage Housing	\$350.00	Acklin Property Lot 4 Alley Acquisition			
	Thompson	2015	Phase II (Block 7 North)	\$375.00	Acklin Property Lot 1 Easement			
Thompson	2015	Cottage Housing	\$375.00	Acklin Property Lot 4 Alley Acquisition				
GDR	2016	Cottage Housing	\$2,250.00	Replated Land Appraisal				
Acquisition (LandCost)	Gatewood	2013	Cottage Housing	\$12,393.58	722 Spruce Acquisition			
	Given	2014	Phase II (Block 7 North)	\$39,852.88	1421 & 1425 Factory Acquisition			
	Armstrong	2015	Phase II (Block 7 North)	\$33,764.81	1423 Factory Acquisition			
	Womack	2015	Phase II (Block 7 North)	\$8,754.00	1423 Factory Relocation	\$170,107.53		\$82,371.69
	Prior 2012	2012	Cottage Housing	\$140,472.85	1412 Hamilton, 724 Spruce, 702 Spruce, 141			
Acklin	2015	Cottage Housing	\$17,241.10	Alley way land acquisition				
Demolition	Paladino	2012	Cottage Housing	\$4,800.00	1417 Factory	\$4,800.00		\$6,500.00
	Craig Const	2016	Phase II (Block 7 North)	\$6,500.00	1423 Factory			
Design	Sharp	2014	Cottage Housing	\$8,400.00	Schematic Design			
	EDG	2014	Cottage Housing	\$12,045.00	Engineering Design	\$20,445.00	\$14,500.00	
	Crafton Tull	2015	Siebenmorgen	\$14,500.00	Engineering Design			
Construction	Craig Const	2016	Cottage Housing	\$28,500.00	Drainage			
	Craig Const	2016	Cottage Housing	\$28,130.00	Site Grading / Erosion Control			
	Craig Const	2016	Cottage Housing	\$36,310.00	Alley way Construction			
	Craig Const	2016	Phase II (Block 7 North)	\$36,310.00	Alley way Construction			
	Craig Const	2016	Phase II (Block 7 North)	\$377,382.00	Siebenmorgen Half Road Improvement	\$419,295.56		\$498,692.00
	Conway Corp	2015	Cottage Housing	\$55,076.14	Water/Sewer Service Lines			
	Conway Corp	2015	Cottage Housing	\$267,049.07	Water/Sewer Main Ext. & Design.			
	Conway Corp	2015	Phase II (Block 7 North)	\$85,000.00	Sewer Main relocation along North Bk 7			
Conway Corp	2016	Cottage Housing	\$4,230.35	Energy Conduit for Cottage Housing				
Misc	LCD	2015	Siebenmorgen	\$101.55	Legal Ad for Siebenmorgen Engineer		\$101.55	
TOTAL PINE STREET INVESTMENT				\$1,229,038.33		\$620,323.09	\$16,701.55	\$591,063.69

CDBG POST DEVELOPMENT COSTS

Sidewalks/Plantings	TBD	2018	Cottage Housing	\$25,680.00	Public Sidewalks, and plantings for common s	\$25,680.00		
TOTAL						\$646,003.09		

Description	Budget	City Cost	Dev Cost	Clarification	Questions / Comments
SOFT COSTS					
Beginning Balance	0				
Land (EST.)	170,108	170,108	see below Recapture	\$14,175 / all lots the same	
Legal	3,500		3,500		Agreement negotiation with the City. POA documents will need to be prepared.
Construction Interest	22,930		22,930	dev hardcost x 1.4%	Need to determine build-out period
Builders Risk Insurance	4,500		4,500	\$375 / residence	
Other	0		0		
Energy Audit	0		0		
Home Design Cost	12,000		12,000	\$1000 / unit	Rob Sharp \$10,000 home designs for 3 houses
Realtor Fee	66,150	3.0%	66,150	realtor fee 3% sales price of home	This typically will be closer to minimum 4.5%
Project Utility Cost	5,400		5,400	\$450 / lot	
Closing Cost	33,600		33,600	\$2800/home	Spoke to Waco Title \$2,000 (\$750 land + \$1250 split seller portion house)
Property Taxes	2,400		2,400	Appraisal (as of 8-24-16) issued 9-23-16. \$200/lot	
SOFT COSTS TOTAL	318,187	170,108	150,480		
HARD COSTS					
Alley Construction	36,310	36,310		All improvements by City	
Energy Underground Conduit	4,230	4,230		\$350 / home	Need clarification Energy connection. Define any other service connections
Sewer Connection	18,201	18,201	See Below Recapture	\$2352 units 3,6,7,10,11,14 & \$724 units 4, 5,8,9,12,13	Are these service laterials?
Water Connection	36,875	36,875	See Below Recapture	\$10,542 units 3 & 10 Hamilton & \$1385 units 4,5,6,7,8,9,11,12,13,14	why is there premium for units 3 & 10
Energy Service	4,560		4,560		
Site Grading / Drainage	56,630	56,630		\$1250 / lot	
Sidewalks/Public Plantings	25,680	25,680		\$2450 / lot	
Pre Development Cost	297,969	297,969		\$24,830 / lot	
Contingency	47,571		47,571	3% of hard cost	
Developer Const. Costs	1,585,702		1,585,702	House construction cost	
HARD COST TOTAL	2,113,728	475,896	1,637,833		
TOTAL PROJECT COST	2,431,915	646,003	1,788,312		
City CDBG Cost Recapture			225,184	land (\$14,175 / lot) water&serwer (\$4,589 / lot) = TOTAL = \$225,168. Avg \$18,765/lot.	meeting from Scott 9-16-16 \$5300 utilities. Land \$12,738. Average \$18,038 improved lot. TOTAL = \$216,456.
DEVELOPER TOTAL COST			2,013,496		
POSSIBLE HOME SALE REVENUE	2,205,000			Sale price between = \$125 & 135/sf	What sales price can the CDBG fund ? median income - \$52K family of 4.
Project surplus/(deficit)	-226,915	-420,819	191,504	11%	\$ 15,959
Annual Financing Cost monthly			\$ 32,757	Based on loan for 6 homes average	
			\$ 2,730		4%

INPUTS

	DAKOTA DEVELOPMENT			DAKOTA DEVELOPMENT			DAKOTA DEVELOPMENT			DAKOTA DEVELOPMENT		
Builder	2			1			2			POCKET NEIGHBORHOOD COTTAGE		
Story	3bd / 2bth			3bd / 2bth			2bd / 1bth			3 bd / 2bth		
Bd / Bth	3bd / 2bth			3bd / 2bth			2bd / 1bth			3 bd / 2bth		
Cottage type	Danville/Damon			Danville			Danville			Damon/Danville		
	LOT 3			LOT 4			LOT 5			LOT 6		
Square Feet	1510			1510			1510			1510		
Developer Const. Costs	\$91.00			\$91.00			\$91.00			\$91.00		
	Project Budget (Per Unit)			Project Budget (Per Unit)			Project Budget (Per Unit)			Project Budget (Per Unit)		
	Budget	CITY COST	DEV COST	Budget	CITY COST	DEV COST	Budget	CITY COST	DEV COST	Budget	CITY COST	DEV COST
SOFT COSTS												
Beginning Balance	0.00			0.00			0.00			0.00		
* Land Cost	14,175.63	14,175.63	0.00	14,175.63	14,175.63	0.00	14,175.63	14,175.63	0.00	14,175.63	14,175.63	0.00
Legal	291.67		291.67	291.67		291.67	291.67		291.67	291.67		291.67
Construction Interest	1,986.87	0.00	1,986.87	1,986.87	0.00	1,986.87	1,986.87	0.00	1,986.87	1,986.87	0.00	1,986.87
Builders Risk Insurance	375.00	0.00	375.00	375.00	0.00	375.00	375.00	0.00	375.00	375.00	0.00	375.00
Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Energy Audit	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Home Design Cost	1,000.00	0.00	1,000.00	1,000.00	0.00	1,000.00	1,000.00	0.00	1,000.00	1,000.00	0.00	1,000.00
Realtor Fee (3%)	5,662.50	0.00	5,662.50	5,662.50	0.00	5,662.50	5,662.50	0.00	5,662.50	5,662.50	0.00	5,662.50
Project Utility Cost	450.00	0.00	450.00	450.00	0.00	450.00	450.00	0.00	450.00	450.00	0.00	450.00
Home Sale Closing Cost	2,800.00	0.00	2,800.00	2,800.00	0.00	2,800.00	2,800.00	0.00	2,800.00	2,800.00	0.00	2,800.00
Property Tax	200.00		200.00	200.00		200.00	200.00		200.00	200.00		200.00
SOFT COSTS TOTAL	26,941.67	14,175.63	12,766.04	26,941.67	14,175.63	12,766.04	26,941.67	14,175.63	12,766.04	26,941.67	14,175.63	12,766.04
HARD COSTS												
Alley Construction	3,025.83	3,025.83	0.00	3,025.83	3,025.83	0.00	3,025.83	3,025.83	0.00	3,025.83	3,025.83	0.00
Energy Underground Conduit	352.53	352.53	0.00	352.53	352.53	0.00	352.53	352.53	0.00	352.53	352.53	0.00
* Sewer Connection	1,516.75	1,516.75	0.00	1,516.75	1,516.75	0.00	1,516.75	1,516.75	0.00	1,516.75	1,516.75	0.00
* Water Connection	3,072.93	3,072.93	0.00	3,072.93	3,072.93	0.00	3,072.93	3,072.93	0.00	3,072.93	3,072.93	0.00
Energy Service	380.00	0.00	380.00	380.00	0.00	380.00	380.00	0.00	380.00	380.00	0.00	380.00
Site Grading/Drainag	4,719.17	4,719.17	0.00	4,719.17	4,719.17	0.00	4,719.17	4,719.17	0.00	4,719.17	4,719.17	0.00
Sidewalks/Public Plantings	2,140.00	2,140.00	0.00	2,140.00	2,140.00	0.00	2,140.00	2,140.00	0.00	2,140.00	2,140.00	0.00
Pre-Development Cost	24,830.76	24,830.76	0.00	24,830.76	24,830.76	0.00	24,830.76	24,830.76	0.00	24,830.76	24,830.76	0.00
Contingency	4,122.51		4,122.51	4,122.51		4,122.51	4,122.51		4,122.51	4,122.51		4,122.51
Developer Const. Costs	137,417.00	0.00	137,417.00	137,417.00	0.00	137,417.00	137,417.00	0.00	137,417.00	137,417.00	0.00	137,417.00
HARD COST TOTAL	181,577.47	39,657.96	141,919.51	181,577.47	39,657.96	141,919.51	181,577.47	39,657.96	141,919.51	181,577.47	39,657.96	141,919.51
Total Project Cost	208,519.14	53,833.59	154,685.55	208,519.14	53,833.59	154,685.55	208,519.14	53,833.59	154,685.55	208,519.14	53,833.59	154,685.55
Purchase Contract	188,750.00	\$125 per sq/ft		188,750.00	\$125 per sq/ft		188,750.00	\$125 per sq/ft		188,750.00	\$125 per sq/ft	
* City CDBG Recapture		34.9%	18,765.31		34.9%	18,765.31		34.9%	18,765.31		34.9%	18,765.31
Developer Total			173,450.86			173,450.86			173,450.86			173,450.86
Project surplus/(deficit)	-19,769.14		15,299.14	-19,769.14		15,299.14	-19,769.14		15,299.14	-19,769.14		15,299.14
			9.89%			9.89%			9.89%			9.89%

DAKOTA DEVELOPMENT				DAKOTA DEVELOPMENT				DAKOTA DEVELOPMENT				DAKOTA DEVELOPMENT				DAKOTA DEVELOPMENT			
2				1				1				2				2			
3bd / 2bth				2bd / 1 bth				2 bd / 1 bth				3bd / 2bth				3bd / 2bth			
Danville				Drake				Drake				Danville				Centerton w/Garage			
LOT 7				LOT 8				LOT 9				LOT 10				LOT 11			
1510				1112				1112				1510				1430			
\$91.00				\$92.03				\$92.03				\$91.00				\$99.31			
Project Budget (Per Unit)			Project Budget (Per Unit)			Project Budget (Per Unit)			Project Budget (Per Unit)			Project Budget (Per Unit)			Project Budget (Per Unit)				
Budget	CITY COST	DEV COST	Budget	CITY COST	DEV COST	Budget	CITY COST	DEV COST	Budget	CITY COST	DEV COST	Budget	CITY COST	DEV COST	Budget	CITY COST	DEV COST		
0.00			0.00			0.00			0.00			0.00			0.00				
14,175.63	14,175.63	0.00	14,175.63	14,175.63	0.00	14,175.63	14,175.63		14,175.63	14,175.63		14,175.63	14,175.63		14,175.63	14,175.63			
291.67		291.67	291.67		291.67	291.67		291.67	291.67		291.67	291.67		291.67	291.67		291.67		
1,986.87	0.00	1,986.87	1,481.09	0.00	1,481.09	1,481.09		1,481.09	1,986.87	0.00	1,986.87	2,053.09	0.00	2,053.09			2,053.09		
375.00	0.00	375.00	375.00	0.00	375.00	375.00		375.00	375.00	0.00	375.00	375.00	0.00	375.00			375.00		
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
1,000.00	0.00	1,000.00	1,000.00	0.00	1,000.00	1,000.00		1,000.00	1,000.00	0.00	1,000.00	1,000.00	0.00	1,000.00			1,000.00		
5,662.50	0.00	5,662.50	4,507.50	0.00	4,507.50	4,507.50		4,507.50	5,662.50	0.00	5,662.50	5,895.00	0.00	5,895.00			5,895.00		
450.00	0.00	450.00	450.00	0.00	450.00	450.00		450.00	450.00	0.00	450.00	450.00	0.00	450.00			450.00		
2,800.00	0.00	2,800.00	2,800.00	0.00	2,800.00	2,800.00		2,800.00	2,800.00	0.00	2,800.00	2,800.00	0.00	2,800.00			2,800.00		
200.00		200.00	200.00		200.00	200.00		200.00	200.00		200.00	200.00		200.00			200.00		
26,941.67	14,175.63	12,766.04	25,280.89	14,175.63	11,105.26	25,280.89	14,175.63	11,105.26	26,941.67	14,175.63	12,766.04	27,240.38	14,175.63	13,064.76					
3,025.83	3,025.83	0.00	3,025.83	3,025.83	0.00	3,025.83	3,025.83		3,025.83	3,025.83		3,025.83	3,025.83		3,025.83	3,025.83	0.00		
352.53	352.53	0.00	352.53	352.53	0.00	352.53	352.53	0.00	352.53	352.53	0.00	352.53	352.53	0.00	352.53	352.53	0.00		
1,516.75	1,516.75	0.00	1,516.75	1,516.75	0.00	1,516.75	1,516.75	0.00	1,516.75	1,516.75	0.00	1,516.75	1,516.75	0.00	1,516.75	1,516.75	0.00		
3,072.93	3,072.93	0.00	3,072.93	3,072.93	0.00	3,072.93	3,072.93	0.00	3,072.93	3,072.93	0.00	3,072.93	3,072.93	0.00	3,072.93	3,072.93	0.00		
380.00	0.00	380.00	380.00	0.00	380.00	380.00	0.00	380.00	380.00	0.00	380.00	380.00	0.00	380.00	0.00	380.00	380.00		
4,719.17	4,719.17	0.00	4,719.17	4,719.17	0.00	4,719.17	4,719.17		4,719.17	4,719.17		4,719.17	4,719.17		4,719.17	4,719.17	0.00		
2,140.00	2,140.00	0.00	2,140.00	2,140.00	0.00	2,140.00	2,140.00	0.00	2,140.00	2,140.00	0.00	2,140.00	2,140.00	0.00	2,140.00	2,140.00	0.00		
24,830.76	24,830.76	0.00	24,830.76	24,830.76	0.00	24,830.76	24,830.76	0.00	24,830.76	24,830.76	0.00	24,830.76	24,830.76	0.00	24,830.76	24,830.76	0.00		
4,122.51		4,122.51	3,070.27		3,070.27	3,070.27		3,070.27	4,122.51		4,122.51	4,260.26		4,260.26			4,260.26		
137,417.00	0.00	137,417.00	102,342.20	0.00	102,342.20	102,342.20	0.00	102,342.20	137,417.00	0.00	137,417.00	142,008.80	0.00	142,008.80			142,008.80		
181,577.47	39,657.96	141,919.51	145,450.43	39,657.96	105,792.47	145,450.43	39,657.96	105,792.47	181,577.47	39,657.96	141,919.51	186,307.03	39,657.96	146,649.06					
208,519.14	53,833.59	154,685.55	170,731.32	53,833.59	116,897.73	170,731.32	53,833.59	116,897.73	208,519.14	53,833.59	154,685.55	213,547.41	53,833.59	159,713.82					
188,750.00	\$125 per sq/ft	18,765.31	150,250.00	\$135 per sq/ft	18,765.31	150,250.00	\$135 per sq/ft	18,765.31	188,750.00	\$125 per sq/ft	18,765.31	196,500.00	\$137 per sq/ft	18,765.31					
	34.9%	173,450.86		34.9%	135,663.04		34.9%	135,663.04		34.9%	173,450.86		34.9%	178,479.13					
-19,769.14		15,299.1	-20,481.32		14,587.0	-20,481.32		14,586.96	-19,769.14		15,299.1	-17,047.41		18,020.9					
		9.89%			12.48%			12.48%			9.89%			11.28%					

DAKOTA DEVELOPMENT			DAKOTA DEVELOPMENT			DAKOTA DEVELOPMENT		
2			2			2		
3bd / 2bth			3bd / 2bth			3bd / 2bth		
Centerton w/gGarage			Centerton w/Garage			Centerton w/Garage		
LOT 12			LOT 13			LOT 14		
1430			1430			1430		
\$91.25			\$99.31			\$99.31		
Project Budget (Per Unit)			Project Budget (Per Unit)			Project Budget (Per Unit)		
Budget	CITY COST	DEV COST	Budget	CITY COST	DEV COST	Budget	CITY COST	DEV COST
0.00			0.00			0.00		
14,175.63	14,175.63		14,175.63	14,175.63		14,175.63	14,175.63	
291.67		291.67	291.67		291.67	291.67		291.67
1,886.97	0.00	1,886.97	2,053.09	0.00	2,053.09	2,053.09	0.00	2,053.09
375.00		375.00	375.00		375.00	375.00		375.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,000.00		1,000.00	1,000.00		1,000.00	1,000.00		1,000.00
5,475.00		5,475.00	5,895.00		5,895.00	5,895.00		5,895.00
450.00		450.00	450.00		450.00	450.00		450.00
2,800.00		2,800.00	2,800.00		2,800.00	2,800.00		2,800.00
200.00		200.00	200.00		200.00	200.00		200.00
26,654.27	14,175.63	12,478.64	27,240.38	14,175.63	13,064.76	27,240.38	14,175.63	13,064.76
3,025.83	3,025.83	0.00	3,025.83	3,025.83	0.00	3,025.83	3,025.83	0.00
352.53	352.53	0.00	352.53	352.53	0.00	352.53	352.53	0.00
1,516.75	1,516.75	0.00	1,516.75	1,516.75	0.00	1,516.75	1,516.75	0.00
3,072.93	3,072.93	0.00	3,072.93	3,072.93	0.00	3,072.93	3,072.93	0.00
380.00	0.00	380.00	380.00	0.00	380.00	380.00	0.00	380.00
4,719.17	4,719.17	0.00	4,719.17	4,719.17	0.00	4,719.17	4,719.17	0.00
2,140.00	2,140.00	0.00	2,140.00	2,140.00	0.00	2,140.00	2,140.00	0.00
24,830.76	24,830.76	0.00	24,830.76	24,830.76	0.00	24,830.76	24,830.76	0.00
3,914.66		3,914.66	4,260.26		4,260.26	4,260.26		4,260.26
130,488.80	0.00	130,488.80	142,008.80	0.00	142,008.80	142,008.80	0.00	142,008.80
174,441.43	39,657.96	134,783.46	186,307.03	39,657.96	146,649.06	186,307.03	39,657.96	146,649.06
201,095.69	53,833.59	147,262.10	213,547.41	53,833.59	159,713.82	213,547.41	53,833.59	159,713.82
182,500.00	\$128 per sq/ft	18,765.31	196,500.00	\$137 per sq/ft	18,765.31	196,500.00	\$137 per sq/ft	18,765.31
	34.9%	166,027.41		34.9%	178,479.13		34.9%	178,479.13
-18,595.69		16,472.6	-17,047.41		18,020.9	-17,047.41		18,020.9
		11.19%			11.28%			11.28%

REAL ESTATE DEVELOPMENT/LAND TRANSFER AGREEMENT

This Real Estate Development/Land Transfer Agreement ("Agreement") is entered this _____, 2017 ("Effective Date") by and between the City of Conway, Arkansas ("Seller") and Spruce Street Neighborhood Development, LLC, an Arkansas limited liability company ("Developer").

Background and Purpose

1.1 Identity of Premises. Seller is the owner of parcel of real property known as the Spruce Street Cottages, consisting of approximately 1 acre and identified as _____, said property more particularly identified on Exhibit A affixed hereto (hereinafter the "Premises"). Seller has subdivided the Premises into twelve (12) single family Lots (cumulatively, the "Lots" or, each individually, a "Lot") which are described on **Exhibit A** for single family residential purposes (Numbered Lots 3-14). Seller agrees to convey a portion of the Premises to Developer in Phases as hereinafter provided, and Developer agrees to accept same from Seller, upon the terms and conditions set forth in this Agreement.

1.2 Development Plan. The purpose and intent of this agreement by Seller, and Developer is for Developer to construct houses on the 12 Lots. A minimum of 51% of housing units developed (i.e., a minimum of 7 Lots with houses) shall be Sold as owner occupied by persons or families (Buyers) whose household income, at the time of move-in and occupancy, does not exceed eighty percent (80%) of the area median income ("AMI") for the area, adjusted for household size, as established by the Department of Housing and Urban Development ("HUD") and as set forth the United States Housing Act of 1937, as amended, and the regulations thereunder relating thereto (hereinafter the "Affordable Units"), pursuant to the Seller's Community Development Block Grant (hereinafter "CDBG") Program.

1.3 Affordability Period. The CDBG Program restrictions require that Affordable Units limit occupancy to persons or families of moderate to low income for a period of at least fifteen (15) years beginning as of the date of the filing of record of the Restrictive Covenant contained within the Regulatory Agreement attached hereto as **Exhibit B** (hereinafter the "Affordability Period").

1.4 Municipal Benefits. The houses being developed shall benefit the Buyer, as well as create jobs, enhance the real property tax base and provide needed affordable, high quality housing for the City of Conway, Arkansas.

1.5 Regulatory Agreement. Prior to the execution of this Agreement, the parties have executed, and the Seller has filed, the Restrictive Covenant attached hereto and incorporated herein by reference as Exhibit B (hereinafter "Regulatory Agreement"). The Regulatory Agreement requires that seven (7) of the twelve (12) Lots must be sold as Affordable Units.

1.6 Approved Houses. The Seller and the Developer have agreed upon the plans for houses which may be constructed on the Lots by Buyers pursuant to this Agreement (the “Houses”, or individually, a “House”) which plans are identified as follows:

Single Family Owner Occupied Designs as approved by the Conway Historic District Commission on January 23, 2017

Transfer/Consideration/Deposits/Payments

2.1 Conveyance of House. Following the execution of this Agreement, Seller shall promptly convey each Lot to Developer upon notice from Developer to Seller that (i) Developer has obtained a Contract for Sale of a Lot with a fully constructed House (a “presale”) on such Lot to a Buyer (unless Developer is building a House on such Lot without a contract as provided herein), and (ii) Developer has completed and provided Seller a firm budget for construction of the House, including all proposed sources and uses of funds, all "hard" and "soft" costs and contingencies and reflecting, as possible, firm bids or accepted contracts and with evidence of sufficient funds to meet all budget requirements. The conveyance of each Lot to Developer shall be by General Warranty Deed in the form marked Exhibit C, affixed hereto and by this reference made a part hereof (“Grant Deed”), free of any encumbrances except as set forth therein or as provided herein. Developer anticipates acquiring at least six (6) Lots at a time, with less than 50% of such Lots being acquired without being subject to a contract with a third party homeowner for sale of the Lot and constructed House. Developer must have an executed contract to sell (or a completed sale of) more than 50% of all Lots transferred to Developer as Affordable Units at any time. Developer must have fully complied with the forgoing requirements allowing conveyance to Developer of at least 50% of the Lots prior to six (6) months after the Effective Date of this Agreement, and all lots within Eighteen months (18) months, with all lots being transferred and sold to a Buyer within Thirty Six (36) months. Any request for extension of time or change in conveyance as outlined must be provided in writing, with an explanation for such change, and agreed upon by both parties in writing.

2.2 Purchase Price. The Developer shall pay the following purchase price for each Lot as follows (the “Purchase Price” for each such Lot):

<u>LOT</u>	<u>PURCHASE PRICE</u>
Lot 3 -	\$18,765
Lot 4 -	\$18,765
Lot 5 -	\$18,765
Lot 6 -	\$18,765
Lot 7 -	\$18,765
Lot 8 -	\$18,765
Lot 9 -	\$18,765
Lot 10 -	\$18,765
Lot 11 -	\$18,765
Lot 12 -	\$18,765

Lot 13 - \$18,765
Lot 14 - \$18,765

The Purchase Price for each Lot shall be due and payable to the Seller upon the closing of the sale of the Lot with the constructed House thereon by the Developer as set forth in Section 2.1 hereof to the residential buyer. At the time of the closing of each Lot and House by Developer in accordance with the provisions of this Agreement and payment of the Purchase Price for such Lot to the Seller, the Seller shall execute an instrument to be filed in the Faulkner County Real Estate Records, on units requiring additional grant subsidy, which provides security for said subsidy, and execute an instrument to be filed in the Faulkner County Real Estate Records which terminates the reversionary right of Seller in such Lot arising from the Grant Deed, provided that the Buyer of each Affordable Unit shall have executed all documents required to so qualify under the CDBG Program. At the time of the closing of each Lot and House by Buyer in accordance with the provisions of this Agreement and payment of the Purchase Price for such Lot to the Seller which is not an Affordable Unit, the Seller shall execute an instrument to be filed in the Faulkner County Real Estate Records which provides that such Lot is not an Affordable Unit subject to the Regulatory Agreement, and an instrument which terminates the reversionary right of Seller in such Lot arising from the Grant Deed.

2.3 Consideration. At the time of the conveyance of a Lot or Lots to Developer, there shall be none of the purchase price paid to Seller at the Closing. Upon the transfer of title as set forth herein, Seller shall commence annual property tax assessment of the Lots conveyed to Developer, in its normal course based on the standard tax year. Developer agrees to promptly commence construction of the Houses according to the approved plans, at Developer's sole cost and expense, and shall continue to construct such House until completed. Upon the closing of the sale of each Lot and House by the Developer to a third party as provided herein, the Developer shall pay to Seller the Purchase Price for such Lot upon closing and transfer of title to the third party Buyer.

2.4 Transfer Tax. The transfer of the Lot to Developer is exempt from Arkansas Real Estate Transfer Tax. The Sale of the Lot to the third party Buyer is NOT exempt from Arkansas Real Estate Transfer Tax.

2.5 Recording Costs. Seller shall pay any and all recording costs associated with transfer of Lots to Developer per this Agreement. Third party Buyers are responsible for recording costs associated with purchase of the finished lot and home per this agreement.

2.6 Deposit. Upon the Effective Date, Developer shall pay to _____, as Escrow Agent, the sum of \$6,000 (\$500 applicable to each Lot) as an earnest money deposit to be placed in an interest bearing escrow account. Upon closing the sale of each Lot and House to a third party homeowner (Buyer), the deposit with interest thereon shall be released to Developer. Upon Developer's breach or default, the deposit, together with

accrued interest, shall, at the sole option of the Seller and in addition to any and all other remedies at law, or as set forth herein, be released to Seller as liquidated damages.

Seller Representations and Covenants

3.1 Subject to approval pursuant to _____, Seller has authority to sell the Lots pursuant to the terms hereof.

3.1.1 Bill of Assurance, Covenants, Restrictions and Easements. Within Ninety (90) days after the Effective Date, the Seller and Developer shall cooperate and reasonably approve the form of a Bill of Assurance, Covenants, Restrictions and Easements in recordable form which shall establish appropriate neighborhood rights and obligations imposed upon the Property and the property owners (the "Bill of Assurance"). The Seller will cause such approved Bill of Assurance to be filed in the Real Estate Records of the Faulkner County Circuit Court and Recorder's Office prior to the first closing of the transfer of any Lots to the Buyer."

3.2 As of the date of closing there are/will be no real estate taxes or assessments owing with respect to the Lots.

3.3 Contractual Obligations. The transaction contemplated by this Agreement is neither in violation of, nor prohibited by, the terms of any agreement, license or other commitment, oral or written of the Seller. There are no contracts with or commitments to third parties, either oral or written, respecting the Lots pursuant to which Developer would become a party after the closing.

3.4 Litigation and Claims. There are no lawsuits or other proceedings pending or threatened which affect the Lots or Seller's right or power to transfer title to the Lots to Developer.

3.5 Mechanic's Liens. There are no mechanic's liens outstanding against the Lots; and that no materials have been received or services rendered prior to the date of execution of this Agreement which could give rise to a mechanic's lien against the Lots.

3.6 Non-Foreign Status. Seller is not a "foreign person" and accordingly the transaction contemplated by this Agreement is not subject to the withholding requirements imposed by Section 1445 of the Internal Revenue Code of 1986, as amended from time to time and the regulations promulgated thereunder,

3.7 No Other Representations. Seller makes no representations or warranties concerning itself or the Lots except as set forth herein or in the agreements or instruments to be delivered by Seller at the Closing.

3.8 Buildable Lots. Seller warrants that all the Lots are zoned for single family construction; that all utilities, city services, U. S. Mail and 911 addresses are established, and infrastructure is in place for each Lot in order to allow Developer to obtain a building permit for each House; that each Lot has been properly subdivided in accordance with the City of Conway's subdivision ordinances.

3.9 Common Area Improvements. Within One Hundred and Twenty (120) days after notice to proceed is given to Seller from Developer during the term of this Agreement, the Seller shall complete construction of all the Common Area Improvements. The "Common Area Improvements" are set forth on Schedule 3.9 attached hereto.

Developer Representations and Covenants

Developer's Representations and Warranties. Developer represents, warrants and covenants to Seller, as of the date of this Agreement and as of the Closing, as follows, acknowledging that Seller shall be relying upon such representations and warranties:

4.1 Contractual Obligations. The transactions contemplated by this Agreement are not in violation of, nor prohibited by, the terms of any agreement, license or other commitment, oral or written of the Developer.

4.2 Independent Investigation. Developer acknowledges that in making the decision to enter into this Agreement and consummate the transactions contemplated hereby, Developer has and will rely solely on its independent investigation and upon the express representations, warranties, covenants and agreements set forth in this Agreement.

4.3 Developer and any person or entity operating on Developer's behalf, shall obtain and provide to Seller adequate proof of property, casualty, liability building risk, and any other required insurances, naming Seller as an additional insured as its interests may appear. Developer shall provide Seller with proof of such insurance as and when obtained, and at any time when requested by Seller. Developer and Seller agree and acknowledge that each Lot is a properly subdivided residential lot suitable for the construction of a House.

Conditions/Contingencies to Developer's Obligations

5.1 Title Examination. Developer shall, at Developer's sole expense obtain a title examination from a title company of Developer's own choosing, for the purpose of evaluating the title to each Lot showing in Seller a marketable and insurable title at standard rates, with standard exceptions deleted and with such endorsements as Developer may reasonably require and approved by Developer's counsel, to be evidenced by commitment for title insurance issued by any company licensed to do business in Arkansas and satisfactory to Developer, together with legible copies of all the instruments cited in such commitment. Developer, or his counsel, shall after receipt of such commitment advise Seller of title defects, if any. If the title is found to be defective,

Developer shall notify Seller, in writing, specifying the defects. If the defects cited render the title unmarketable, Seller shall have sixty (60) days from the receipt of such notice to cure the defects. Seller may in its discretion use reasonable efforts to remove any defects in title to correct the title in a manner, which would satisfy the requirements of this Section 5.1. If, after reasonable diligence, Seller shall not have cured the defects, or if Seller elects not to use such reasonable efforts, Developer shall have the option of terminating its obligation to purchase the Lot or waive such defects and acquire title.

5.2 Title Insurance. Developer may cause to be issued, at Developer's sole expense at the Closing, an owner's title policy in the amount of the fair market value of the Lot to conform to the title commitment as accepted by Developer.

5.3 Environmental Assessment. At its option and sole cost, Developer may obtain a qualified environmental engineer to perform an environmental assessment of the Lots. In the event Developer is not reasonably satisfied with the environmental condition of any Lot, Developer may notify Seller of its intent to cancel this Agreement and all deposit(s) for such Lot shall be returned to Developer. Failure of the Developer to so notify Seller shall constitute Developer's waiver of its right of cancellation.

Default

6.1 Default by Seller. Upon default by Seller, Developer shall have the right to pursue Specific Performance, or, in the alternative and at the election of Developer, all other legal and equitable remedies.

6.2 Default by Developer. Upon default by Developer, to include failure to pursue/meet Seller's obligations with respect to the dates and deadlines set forth herein:

6.2.1 Seller shall be entitled to and Developer shall forthwith provide all of Developer's applications, plans, permits and approvals for subsequent use as Seller sees fit in its sole discretion.

6.2.2 Default prior to conveyance of Lots. If Developer defaults with respect to any other pre-conveyance obligation for any Lots, Seller may at its option terminate this agreement, and the remaining deposit, with any accrued interest thereon, shall be released to Seller as Liquidated Damages.

6.2.3 Default after Conveyance of Lots. If Developer defaults with respect to its post-conveyance development obligations as set forth herein for any Lot, Seller may at its option and in its sole discretion:

6.2.3.1 Seek specific performance from Developer; or

6.2.3.2 Terminate this agreement, thus keeping the not yet conveyed lot(s) and receive the earnest money as liquidated damages.

6.2.3.3 Revert Title in Seller, that the Grant Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Developer specified in this Section, failure on the part of Developer to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in the Agreement, the Seller at its option may declare a termination in favor of the Seller of the title, and of all the rights and interest in the Property conveyed by the Grant Deed to Developer, and that such title and all rights and interests of Developer, and any assigns or successors in interest to and in the Property, shall revert to the Seller. Such condition subsequent and any such re-vesting of title in the Seller shall always be subject to and limited by the lien or security interest authorized by this Agreement, and any rights or interests provided in the Agreement for the protection of the Lenders; and shall not apply to individual parts or parcels of the Property on which the Project have been completed in accordance with the Agreement and for which a Certificate of Completion has been issued issued.

Brokerage

7.1 Developer and Seller acknowledge there are no brokers involved in this transaction. Seller does not warrant any brokerage or real estate commission fees between Developer and any third party Buyer per this agreement.

Notice

8.1 Any notice required by, referenced in, or given under this Agreement must be in written form and must be dated and properly signed by the noticing party. All notices shall be hand delivered, sent by certified mail, return receipt requested, or by overnight carrier. All notices shall be sent to the following addresses (unless notice is given of a change in such address):

8.1.1 To Seller. If to Seller, to the Project Manager, Scott Grummer, City of Conway, 1201 Oak St., Conway, AR 72032; with a copy to Assistant to the Mayor for Community Development, Kiera Oluokun, City of Conway, 1201 Oak. St., Conway, AR 72032.

8.1.2 To Developer. If to Developer, to _____; with a copy to: _____.

Miscellaneous

9.1 Liabilities not Assumed. Except as set forth herein, neither Developer nor Seller assume or shall otherwise be liable or responsible for any liability or obligation of the other, whether known or unknown, now existing or hereafter occurring, except for such liabilities and obligations that such party has expressly assumed in this Agreement.

9.2 Closing Expenses. Each party is to bear its own attorneys' fees and disbursements related to the negotiation of this Agreement and the Closing of the transaction contemplated by this Agreement.

9.3 Right of Inspection. Seller agrees that Developer, and its authorized agents, consultants surveyors, engineers, attorneys and contractors may access the Premises for the purposes of inspection, investigation and site development related activities prior to the Closing, Developer assumes all risk of any such actions or activities, and, agrees to indemnify, defend and hold harmless Seller, its officials, employees, agents, attorneys, heirs and assigns, from and against any and all damage, claim liability, or loss to person or property, including reasonable attorney's and other fees, arising from any activities, actions or omissions of Developer, its agents (including any person or entity acting by, for, through or on behalf of Developer) or its employees in undertaking the Investigation on the Premises prior to the Closing.

9.4 Applicable Law. This Agreement shall be deemed a contract and construed according to the laws of the State of Arkansas. All parties shall submit to the jurisdiction of Faulkner County, Arkansas courts.

9.5 Beneficial Rights. It is acknowledged and agreed that the Premises shall also include, without limitation, any rights which Seller has which benefit the Premises, whether for purposes of access and egress, drainage easements, easements for the obtaining of utilities, or otherwise and that the Deed shall include a specific conveyance of said rights.

9.6 Modification. This document, together with those documents incorporated by reference, contains the entire agreement of the parties. All amendments, modifications, changes, deletions or additions to this Agreement must be in writing and, to be valid, must be either signed or initialed by both parties or their authorized representatives.

9.7. Assignment and Subsequent Transfer. Neither party hereto may assign any of its rights or obligations hereunder to any other person or entity, without the prior written consent of the other party hereto.

9.8 Interpretation of This Agreement. Wherever applicable in this Agreement, the singular shall include the plural, and the plural shall include the singular. The captions are for convenience in identification only and shall not be deemed to be determinative as to the contents of a section, should such captions be inconsistent with the body of the respective sections. The terms of this Agreement are to be binding on the heirs, executors, administrators, assigns or other successors in interest to the parties to this

Agreement. This Agreement supersedes any and all oral understandings or writings concerning this sale and purchase the parties might have entered into previously.

This Agreement sets forth all the promises, covenants, agreements, conditions and understandings between the parties to this Agreement and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, expressed or implied, oral or written, except as contained in this Agreement.

12.9 Time is of the Essence. Time is of the essence of this Agreement, acts of God and permitting delays caused by the reviewing authority and beyond the control of the parties excepted. The period of any such delay will act only to toll the period to perform and shall not excuse nonperformance for any other reason.

Witnesseth, this Real Estate Development/Land Transfer Agreement has been executed by the undersigned as of the Effective Date.

OWNER:

_____,
an Arkansas limited liability company

By: _____ Date: _____

Lawrence Finn
President

SELLER:

City of Conway

By: _____ Date: _____

Name: Bart Castleberry
Title: Mayor

By: _____ Date: _____

Name: Michael O. Garrett

Title: City Clerk

EXHIBIT A

Premises Description

Lots 3 – 15, Block 7, Burns Addition to the City of Conway, Arkansas, Faulkner County

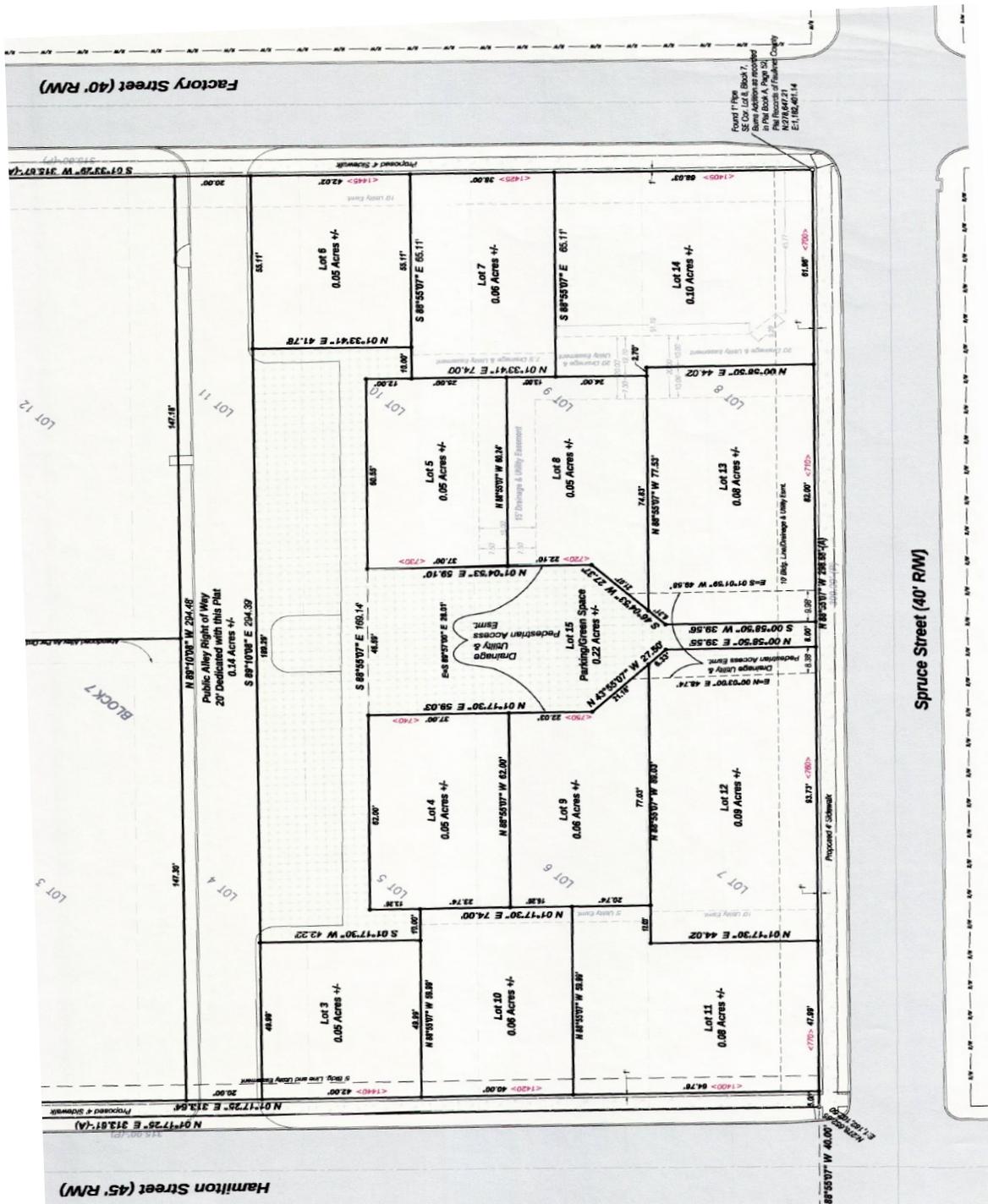


EXHIBIT B

Regulatory Agreement

This Instrument Prepared By
and When Recorded Return To:
City of Conway
Community Development Department
1201 Oak St.
Conway, AR 72032
501-450-6105

RESTRICTIVE COVENANT CDBG PROGRAM

KNOW ALL PERSONS BY THESE PRESENTS:

_____, an Arkansas limited liability company, is the owner in fee simple (the "Owner") of certain property located in Conway, Faulkner County, Arkansas, more particularly described on the attached Exhibit A (the "Development"). The Owner has received said land by Special Warranty Deed per Agreement dated - _____, 2017, from the City of Conway, Arkansas, (hereinafter "the City") Community Development Department, as Administrator of the Community Development Block Grant (CDBG) Program for the City.

In consideration of the foregoing, the receipt and sufficiency of which is hereby acknowledged, the Owner, on behalf of itself, its successors and assigns, hereby covenants with the City, its successors and assigns, as follows, which shall constitute covenants running with the land and shall be binding upon all parties having any right, title, or interest in the Development or any part thereof, their heirs, administrators, successors, and assigns:

AFFORDABILITY RESTRICTIONS:

1. A minimum of 51% of housing units developed shall be sold to and occupied by persons or families whose household income, at the time of move-in and occupancy, does not exceed Moderate to Low Income, which is defined as eighty percent (80%) of the area median income ("AMI") for the area, adjusted for household size, as established by the Department of Housing and Urban Development ("HUD") and as set forth the United States Housing Act of 1937, as amended, and the regulations thereunder relating thereto (hereinafter the "Affordable Units").
2. The Affordable Units are limited to occupancy by persons or families of Moderate to Low Income for a period of at least fifteen (15) years, beginning on the date of the filing of record of this Restrictive Covenant (hereinafter "Affordability Period"). The Affordable Units will remain subject to this restriction, without regard to the term of

any loan, mortgage or transfer of ownership, for not less than the required fifteen (15) year Affordability Period.

3. Upon transfer of ownership of the Development or any portion thereof during the applicable Affordability Period, the outstanding balance of any CDBG, HOME or other Grant, as indicated by a Note and Mortgage filed for record against the property, shall become due and payable. However, the City, in its sole and absolute discretion, may approve subsequent transferees, provided the City's approval is evidenced in writing and obtained by the transferee prior to transfer of the development or any portion thereof.

OWNER:

_____,
an Arkansas limited liability company

By: _____ Date: _____

Lawrence Finn
President

SELLER:

City of Conway

By: _____ Date: _____

Name: Bart Castleberry
Title: Mayor

By: _____ Date: _____

Name: Michael O. Garrett
Title: City Clerk

EXHIBIT A

LEGAL DESCRIPTION

LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, AND 15 OF BLOCK 7, BURNS ADDITION
TO THE CITY OF CONWAY FAULKNER COUNTY ARKANSAS

EXHIBIT C

Grant Deed

Prepared by:
City of Conway
1201 Oak Street
Conway, Arkansas 72032

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument. (If none shown, exempt or no consideration paid.)

Signature of Grantee or Agent: _____

Grantee's Address: _____

WARRANTY DEED
WITH POSSIBILITY OF REVERTER

CITY OF CONWAY, a Municipality (“Grantor”), by its Mayor and Chief Executive Officer, duly authorized by proper resolution of the City Council of the City of Conway, for and in consideration of the sum of \$10.00 and other valuable consideration in hand paid by the _____, LLC, a duly incorporated limited liability company under the laws of the State of Arkansas (“Grantee”), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee, subject to the limitations, restrictions, easements and reservations hereinafter mentioned, the real property in Faulker County, Arkansas described on **Exhibit A** attached hereto (the “Property”).

This conveyance is made subject to a Restrictive Covenant retained by Grantor over the entire area of the Property to be used by Grantor, and its employees, contractors, and agents, for (i) purposes of enforcing “Affordability” as such term is defined in, as to the extent limited in, the Restrictive Covenant CDGB Program Instrument filed with the Faulkner County Real Estate Records as Instrument Number _____ (“Restrictive Covenant”), and (ii) purposes necessary for confirming the project development being owner occupied housing development, or any other uses deemed necessary by Grantor (collectively, the purposes set forth in this paragraph shall be referred to herein as “Housing Purposes”).

This conveyance is also made with the express limitations that the Property shall be used by Grantee solely for single family owner occupied housing development and the specific Grantee has agreed to construct (a) single family home(s) on the Property within a period of Three (3) years after the date of this instrument.

Grantee's estate in the Property shall continue only for as long as all of the Property is used for Housing Purposes; and at such time as or in the event that any of the Property shall be used for any other purpose or cease to be used for Housing Purposes as specified in the Restrictive Covenant listed herein and Section 6.2.3 of the Real Estate Development/Land Transfer Agreement Instrument filed with the Faulkner County Real Estate Records as Instrument Number _____, all of the Property, together with all improvements, buildings and fixtures located thereon that are of a permanent nature, and the title thereto shall immediately and automatically revert to Grantor, its successors and assigns, it being the intent of Grantor to convey hereby a determinable fee which shall terminate, and the title revert, upon the use of any of the Property for any purpose other than Housing Purposes or in the event the Property shall cease to be used for Housing Purposes.

Notwithstanding the immediately preceding sentence, title to the Property shall not revert to Grantor, its successors and assigns, unless and until Grantor (or its successors and assigns, as appropriate) shall give written notice to Grantee stating that the Property is being used for other than Housing Purposes or the Property has ceased to be used for Housing Purposes and a period of ninety (90) calendar days shall have lapsed from the date of such notice without Grantee's having renewed use of the Property for Housing Purposes or limited use of the Property for Housing Purposes, as appropriate.

TO HAVE AND TO HOLD said Property unto Grantee for as long as said Property and any part thereof shall be used for Housing Purposes, and subject to a possibility of reverter of the Property or any part thereof to Grantor in the event or as such time as the Property or any part thereof shall cease to be used for Housing Purposes.

GRANTOR CONVENANTS WITH GRANTEE that it will forever warrant and defend the title to said Property against all claims and encumbrances done or suffered by it (except those of Grantor arising hereunder), by against none other.

EXECUTED: The ____ day of _____, 2017.

City of Conway

By: _____

Michael O. Garrett, City Clerk

By: _____

Bart Castleberry, Mayor

ATTACHMENT C

CDBG Homebuyer Program

FIRST-TIME HOMEBUYER AGREEMENT

This agreement is entered into by and between the City of Conway, hereinafter referred to as the "City" and _____ hereinafter referred to as the "Homebuyer."

WHEREAS Homebuyer, for good and valuable consideration, has conveyed to the City a mortgage lien of even date herewith, hereinafter called the "CDBG Subsidy Mortgage," on the following described lands situated in Pulaski County, Arkansas:

(LEGAL DESCRIPTION)

herein called "Premises", and

WHEREAS said CDBG Subsidy Mortgage specifies a "Restricted Period" during which Homebuyer must retain fee title in the Premises and utilize Premises continually as Homebuyer's principal residence; and

WHEREAS said CDBG Subsidy Mortgage allows the City to deem any resale of Premises or other failure so to retain and occupy Premises to be a default on the indebtedness secured by said mortgage, to treat it as such, and to demand repayment of the CDBG Subsidy loan secured by said mortgage; and

WHEREAS both the City and the Homebuyer desire to secure for Homebuyer the advantages of investment in a home without a windfall,

NOW, THEREFORE, in consideration of the mutual covenants, conditions and commitments of the parties set forth herein, the City and the Homebuyer agree as follows:

1. City and Homebuyer acknowledge and agree that this Agreement is subject and subordinate in all respects to the liens, terms, covenants and conditions of a First Mortgage (further described in the aforementioned CDBG Subsidy Mortgage) and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Mortgage, curing defaults by the Homebuyer under the First Mortgage or for any other purpose expressly permitted by the First Mortgage or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the First Mortgage, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Homebuyer's ability to sell the Property shall have no effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than the Homebuyer or a related entity of the Homebuyer), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions and the City shall release all restrictions pertaining to the Subsidy

Mortgage after foreclosure or acceptance of deed in lieu of foreclosure by the First Mortgage holder.

2. Except for a conveyance to the Senior Lien Holder under the First Mortgage, if all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) at any time during the Restricted Period without Lender's prior written consent (including a transfer of all or any part of the Property to any person who, at initial occupancy of the Property, does not use the Property for "low-income housing" within the meaning of the CDBG Program), Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Promissory Note.

3. Homebuyer agrees not to rent or lease the premises during the Restricted Period for any reason.

4. Homebuyer agrees not to accept an offer to buy or enter into a contract to sell the Premises either to a low-income family or to any other subsequent purchaser without the prior written consent of the City. If written consent is given, any subsequent purchaser must apply to the City of Little Rock CDBG and Housing Programs Division or its successor to assume the CDBG Subsidy Mortgage obligations by written Agreement with the City, provide all information necessary to determine eligibility to purchase under the terms of this Agreement, and receive the Division's written approval for the purchase either with or without said assumption.

5. Homebuyer understands and agrees that the City need not subordinate its CDBG Subsidy Mortgage for any reason or purpose to a lien filed subsequently and in any event shall not do so if in the City's sole judgment the result may cash out any portion of the CDBG Subsidy.

6. Homebuyer agrees to allow representatives of the City to inspect the Premises and all improvements thereon at least once in each calendar year during normal business hours, in order to verify compliance with terms of the CDBG Subsidy Mortgage.

7. Homebuyer shall not permit or suffer the premises to be used for any illegal activity, business or occupation.

8. Homebuyer shall submit to the City in each calendar year such reasonable documentation as the City may require to verify occupancy, insurance, and payment of taxes upon the Premises.

IN TESTIMONY WHEREOF the Homebuyer and the City, by its duly authorized representative, have hereunto subscribed on this _____ day of _____, 200_.

Attest: _____, Homebuyer
_____, Homebuyer

Attest: CITY OF CONWAY

By: _____

ATTACHMENT D
PROMISSORY NOTE

_____, 201

Conway, Arkansas

[Property Address] (the Property)

1. BORROWER’S PROMISE TO PAY

In return for a loan that I have received (the “Loan”), I promise to pay U.S. \$_____ (this amount is called “principal”), to the order of the Lender. The Lender is the City of Conway, a public agency organized and existing under the laws of the State of Arkansas. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the “Note Holder.”

Loan Authority

The Loan evidenced by this Note is being made pursuant to the HOME Investment Partnerships Program and the regulations issued thereunder (Title II, the Cranston-Gonzalez National Affordable Housing Act, Public Law No. 101-625, 104 Stat. 4079 (1990), 24 C.F.R. Part 92) (the “HOME Program”), with the exception of restriction period which is set by the City of Conway CDBG Program.

2. INTEREST

There will be no interest charged on this loan.

3. PAYMENTS

(A) Deferral

Provided that I comply with the terms of the CDBG Program First-Time Homebuyers Agreement (the Agreement) and CDBG Subsidy Mortgage (the Mortgage) of even date herewith, the amounts due and payable under this Note shall be deferred and payable as outlined in the Agreement and/or Mortgage.

The outstanding principal balance hereof shall be finally due and payable on the “Due Date” which shall be the first to occur of (i) the date the Property is sold or transferred, or (ii) the end of the Restricted Period as stated in Paragraph 3 of the Mortgage.

(B) Forgiveness

Provided that I comply with the terms of the Agreement and Mortgage, and the Property is used for “low-income housing” within the meaning of the CDBG Program and remains affordable housing as defined by the Lender in the Agreement, the amounts due and payable under this Note shall not become due and payable.

4. BORROWER'S FAILURE TO MEET SALE RESTRICTION AND AFFORDABILITY REQUIREMENT

(A) Default

Loan is in default if restrictions outlined in the Agreement and Mortgage are not met.

(B) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me the Due On Sale clause is now in effect and the full subsidy or net proceeds must be repaid to the City of Conway.

(C) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

5. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address, CDBG Programs Division, 1201 Oak St., Conway, AR 72032 above or at a different address if I am given a notice of that different address.

6. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

7. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

8. UNIFORM SECURED NOTE

This Note is a uniform instrument within the jurisdiction of the First-Time Homebuyers Program of the City of Conway. In addition to the protections given to the Note Holder under

this Note, the CDBG Subsidy Mortgage and CDBG Program First-Time Homebuyers Assistance Agreement, dated the same date as this Note (the "Subordinate Security Instruments"), protect the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. The Subordinate Security Instruments are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage. The Subordinate Security Instruments describe how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. Except for a conveyance to the Senior Lien Holder under the First Mortgage, if all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) at any time during the Restricted Period without Lender's prior written consent (including a transfer of all or any part of the Property to any person who, at initial occupancy of the Property, does not use the Property for "low-income housing" within the meaning of the CDBG Program), Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Promissory Note.

If Lender exercises this option, Lender shall give Borrower and the First Mortgage Holder prior written notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instruments. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instruments without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

Witness:

_____ (Seal)
Borrower

Witness:

_____ (Seal)
Borrower

Witness:

_____ (Seal)
Borrower

[Sign Original Only]

ATTACHMENT E

**MORTGAGE (realty)
(for construction and other purposes)**

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ and _____ husband and wife, (hereinafter called "Mortgagor", whether one or more), for a valuable consideration, do hereby grant, bargain, sell, convey and deliver unto The City of Conway, Arkansas, (hereinafter called "Mortgagee", whether one or more), and unto its successors and assigns, the following described lands situated in Faulkner County, Arkansas, to-wit:

(LEGAL DESCRIPTION)

Hereinafter called "Premises".

This mortgage also conveys all buildings and improvements now or at any time hereafter located on the Premises, together with all of the following equipment now or at any time hereafter located in the Premises regardless of the method of annexation or removability: All electrical equipment (including lighting, refrigeration equipment, ceiling fans, attic and window fans, motors and all other electrical paraphernalia) except items attached merely by plugging in wall sockets; all furnaces (including floor furnaces), heaters, radiators and all other equipment except small gas stoves on floor; all bath tubs, toilets, sinks, basins, pipes and other plumbing equipment; all screens, awnings and window shades; all linoleum and other permanent floor coverings; all engines and elevators.

TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns forever.

And Mortgagor covenants with Mortgagee, that Mortgagor will forever warrant and defend the title to all said property against all lawful claims whatever.

PROVIDED ALWAYS, that this instrument is made, executed and delivered upon the following conditions, to-wit:

1. This mortgage is subject and subordinate to the prior mortgage of _____, dated _____, and recorded on _____ as instrument # _____, hereinafter called the "First Mortgage." Mortgagee and Mortgagor acknowledge and agree that this Subordinate Mortgage is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Mortgage, curing defaults by the Mortgagor under the First Mortgage or for any other purpose expressly permitted by the First Mortgage or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or

deed in lieu of foreclosure of the First Mortgage, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Mortgagor's ability to sell the Property shall have no effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than the Mortgagor or a related entity of the Mortgagor), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions.

2. Mortgagor has applied to the Mortgagee for a CDBG First Time CDBGbuyer Program subsidy loan in the principal sum of _____ dollars (\$_____) hereinafter referred to as "CDBG Subsidy" on the lands above described, and the Mortgagee has agreed to make such loan for such purposes. Mortgagee agrees that the acceptance and recordation of this mortgage binds Mortgagee, absolutely and unconditionally, to make said loan.

3. Mortgagor agrees to retain fee title in the Premises and to personally use and occupy the Premises continuously as Mortgagor's principal residence for a period not less than _____ years from the date of the CDBG Subsidy loan, but for the duration of any prior mortgage insured by an agency of the United States Government (hereinafter called the "Restricted Period").

4. Payment of principal and interest on the CDBG Subsidy shall be deferred throughout the Restricted Period and shall then be deemed paid in full, provided the Mortgagor shall keep and perform the covenants and conditions hereinafter recited in the time and manner hereinafter specified.

5. Mortgagor agrees that any rental or lease of the Premises to another party at any time during the Restricted Period, or any cessation of Mortgagor's occupancy of the Premises as Mortgagor's principal residence during the Restricted Period shall have the same consequences as a default respecting the indebtedness secured hereby, and upon such rental, lease, or cessation of occupancy during the restricted period, Mortgagee shall have the right to declare the entire amount of the CDBG Subsidy loan immediately due and payable.

6. Except for a conveyance to the Senior Lien Holder under the First Mortgage, if all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) at any time during the Restricted Period without Lender's prior written consent (including a transfer of all or any part of the Property to any person who, at initial occupancy of the Property, does not use the Property for "low-income housing" within the meaning of the CDBG Program), Mortgagee shall have the right to declare the entire amount of the CDBG Subsidy loan immediately due and payable.

In that event, Mortgagor shall make payment within thirty (30) days of written demand therefor, and Mortgagee shall have the right to exercise all remedies provided in the promissory note, this Mortgage, or otherwise at law or equity.

If the Mortgagor be husband and wife, the consequences of transfer, assignment, or conveyance of the Premises under this paragraph shall not apply in the event of the

death of either or transfer by either to the other as part of a divorce settlement, provided the other shall assume all obligations of the Mortgagor under this instrument.

7. Mortgagor hereby agrees to pay all taxes and assessments that may be levied upon said Premises, when the said taxes are due, or upon any interest or estate herein, including the interest represented by this mortgage lien, or upon this mortgage or the notes or debt hereby secured; and Mortgagor further agrees to pay any tax, assessment or charge that may be levied, assessed against, or required from the holders of said notes as a condition precedent to maintaining or enforcing the lien of this mortgage for the collection of said indebtedness; and also the insurance premiums for the amount of insurance hereinafter specified; and if not so paid the said mortgagee, or the legal holder or holders of this mortgage, may without notice, declare the whole sum of money hereby secured due and payable at once, or may elect to pay such taxes, assessments or insurance premiums; and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured. In such event, the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to the appointment of a Receiver without proof or evidence of the insolvency of Mortgagor, and shall further be entitled to the immediate possession of the premises, and the rents, issues and profits thereof.

8. Mortgagor shall keep said Premises in compliance with all applicable State and local codes, including but not limited to the Housing Code of the City of Conway. Mortgagor agrees to keep the premises clean and to keep all buildings, fences and improvements in good repair and condition and abstain from the commission of waste on said premises. No building or other structure, improvement or fixture mortgaged hereby shall be removed or demolished without the prior written consent of the Mortgagee. Mortgagor will not make, permit or suffer any alteration of or addition to any building or other structure or improvement upon the mortgaged property, or any part thereof without the prior written consent of Mortgagee. The Mortgagor will not use, or permit or suffer the use of any of the mortgaged property for any purpose other than the purpose or purposes for which the same is now used, without prior written consent of the Mortgagee.

9. That the buildings now on said Premises or that may be hereafter erected thereon shall be kept constantly insured against loss from such hazards and in such amounts and with such companies as are approved by or found satisfactory to the Mortgagee, its successors and assigns, and Mortgagor shall cause loss payable clauses to be attached to all such policies providing for payment of the proceeds thereof to Mortgagee, its successors and assigns, as its interest may appear. All such policies shall be delivered to Mortgagee and held by it or its successors and assigns until all indebtedness secured by this mortgage has been paid in full. Mortgagee is hereby authorized and empowered to collect under such policies and the proceeds of any such collection shall be applied first to the costs and expenses of collection, including attorney's fees, if any, and second, toward payment of the indebtedness hereby secured; provided the Mortgagee may, at its election, permit the same to be used by Mortgagor to restore the damaged or destroyed improvements or land; provided, further, that the rights of the Mortgagee to collect and apply said proceeds shall be subject and subordinate to the rights of the First Mortgage holder to collect and apply such proceeds in accordance with the First Mortgage.

10. Should the Mortgagee, or the then holder of said notes, institute suit to collect any indebtedness secured by this instrument and to foreclose the lien thereof, the Mortgagee, or the then holder of said notes, shall be entitled to have the abstract of title covering said property certified to date at the expense of the Mortgagor. The party instituting such foreclosure proceedings shall have the right to pay any sums so paid which shall be secured by the lien of this instrument and shall be paid out of the proceeds of the foreclosure sale as part of the cost and expense of making such sale.

11. Mortgagor hereby agrees that if the makers of said notes fail to pay or cause to be paid any part of said money, either principal or interest, according to the tenor and effect of said notes when the same becomes due, or to conform or to comply with any of the foregoing covenants and conditions, the whole sum of money hereby secured shall, at the option of the then legal holder or holders hereof, become due and payable at once without notice, and the holder or holders of said notes shall become entitled to an immediate foreclosure of this mortgage by a Court of competent jurisdiction.

In the event of such default the Mortgagee must immediately notify the First Mortgage holder of default of this Subordinate Mortgage.

In the event of a foreclosure of this mortgage, which shall be pursuant to and in compliance with Act 53, "The Statutory Foreclosure Act of 1987", the Court shall direct a public sale of the premises to the highest bidder for cash, on the premises or at the Courthouse of Pulaski County, State of Arkansas, and the Mortgagor shall pay all the costs and expenses of making such sale, including a reasonable attorney's fee in superintending the proper foreclosure at such sale. In the event of a foreclosure of this instrument, the proceeds of the sale of said premises shall be applied, after payment of the costs and expense of the foreclosure proceedings; first, to the payment of all sums advanced or expended under the authority of this instrument for ground rents, taxes, special assessments, fire and other hazard insurance premiums and abstract of title expense, with lawful interest thereon; second, to the payment of the CDBG Subsidy herein secured, or of any notes taken in other indebtedness secured hereby; third, to the payment of any other indebtedness secured hereby; fourth, the remainder, if any, after payment of all of the indebtedness in full, with interest, to the Mortgagor, his heirs or assigns.

12. The Mortgagor hereby releases all right of appraisal hereunder and also releases unto the Mortgagee all right of redemption under the laws of Arkansas, including particularly all right of redemption under the Act of May 8, 1899, and amendments thereto.

And We, for and in consideration of the loan herein secured being granted and made, do hereby release and relinquish into the Mortgagee, its successors and assigns, all our rights of dower, curtesy and homestead in and to said Premises and every part thereof.

NOW, if the Mortgagor shall keep and perform the covenants and conditions hereinabove recited in the time and manner herein specified, then the above conveyance shall be void and inoperative, and the lien of this instrument satisfied at the expense of the Mortgagor, otherwise to remain in full force and effect. The covenants and conditions herein contained shall bind, and the privileges, benefits and advantages herein contained shall inure to the respective heirs, executors, administrators, successors or assigns of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN TESTIMONY WHEREOF, The Mortgagor has hereunto subscribed his (its) name on the ___ day of _____, 201_.

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)SS
COUNTY OF _____)

BE IT REMEMBERED, That on this _____ day of _____, 200_, came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, _____ to me well known as the Mortgagor in the foregoing mortgage, and stated that _____ had executed the same for the consideration and purposes therein set forth and on the same day declared that _____ had, of _____ own free will, executed the foregoing mortgage and relinquished dower, curtesy and CDBGstead rights, for the consideration and purposes therein contained and set forth.

WITNESS my hand and seal as such Notary Public this _____ day of _____, 201_.

Notary Public

My Commission Expires

NOTICE TO HOMEBUYER

You have submitted an application for a first-time homebuyer loan funded by the City of Conway's CDBG Program.

If this assistance to buy a home is provided, there will be special conditions in your agreement with us and in the mortgage securing our loan. These conditions are required by the City of Conway CDBG Program, and we want to make sure you know about them and have had them explained to you. They are as follows:

- * There is a "Restricted Period" during which you must continue to make the house your principal residence.
- * You may not rent or lease the house during the Restricted Period for any reason.
- * You may not sell the house during the Restricted Period without consulting the City's CDBG and Housing Programs Division and securing their written permission.
- * If you do sell the house, you must repay the entire subsidy loan.
- * You will have to let the City inspect the house and premises once a year.
- * You will be required to keep the property in good condition, keep all taxes paid, and keep it insured.
- * The "payments" on the City's subsidy loan are not made with money, but by living up to your Agreement; if you do not abide by the terms you will be in default and the City can foreclose and take back the house.

By signing below, please affirm that you have had each of the foregoing conditions explained to you and that you have no further questions about them.

Homebuyer

Date

Printed Name

Person Explaining Conditions

Date

RESTRICTED PERIOD
Definitions

CDBG Subsidy

Restricted Period

0 - \$40,000

15 years



City of Conway, Arkansas
Resolution No. R-17-___

A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSING OF CERTAIN UTILITY EASEMENTS ON LEWIS RANCH SUBDIVISION, PHASE 1, IN THE CITY OF CONWAY, ARKANSAS:

Whereas, a petition has been filed with the City Council of the City of Conway, Arkansas by Bill Lewis, to abandon certain utility easements located on Lewis Ranch Subdivision, Phase 1, 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 the 28th day of March, 2017 at 6:30 pm.
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the matter prescribed by law.

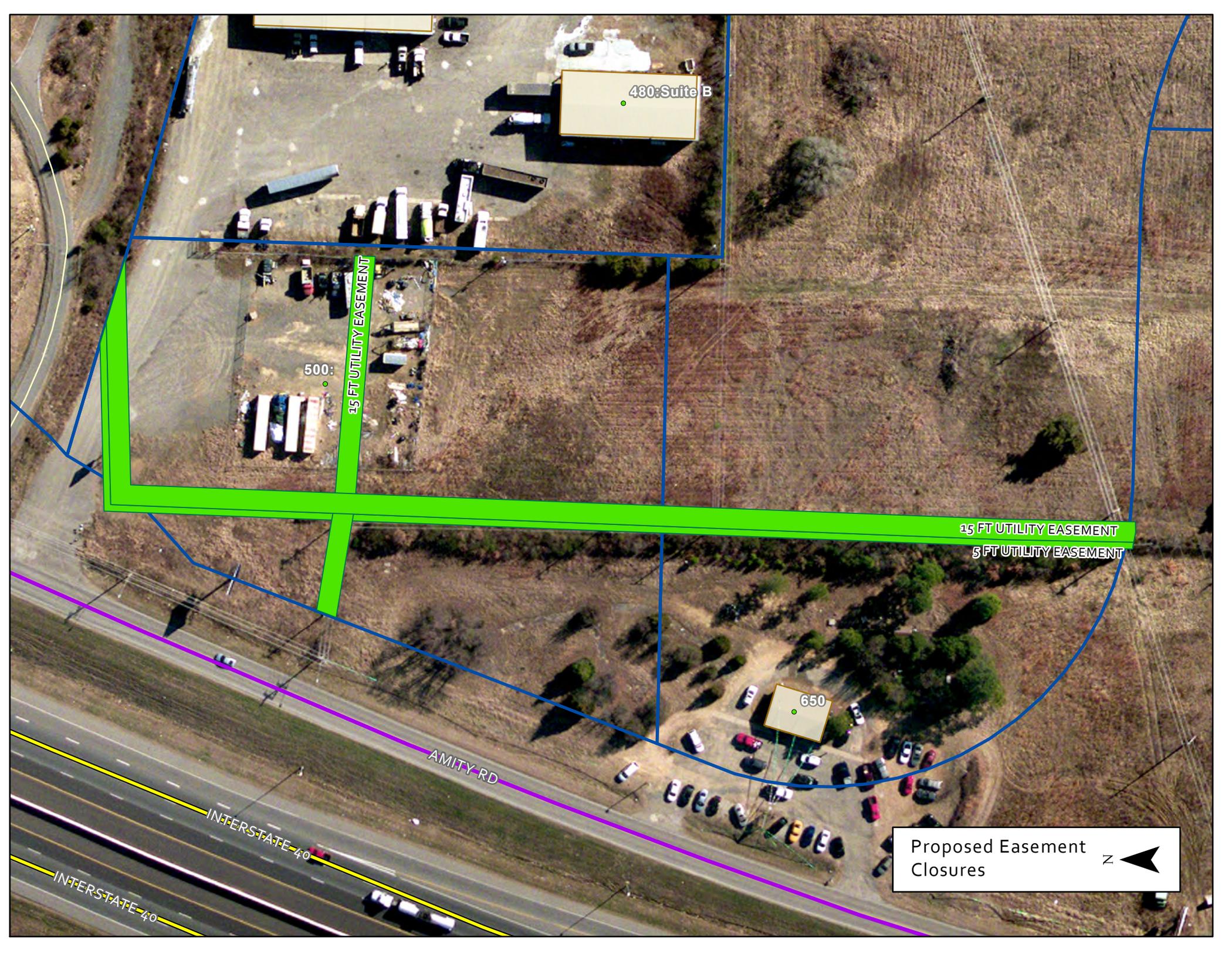
PASSED this 14th day of March, 2017.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



480: Suite B

500:

650

15 FT UTILITY EASEMENT

15 FT UTILITY EASEMENT

5 FT UTILITY EASEMENT

AMITY RD

INTERSTATE 40

INTERSTATE 40

Proposed Easement Closures





**City of Conway, Arkansas
Resolution No. R-17- _____**

A RESOLUTION BY CITY COUNCIL TO APPROVE A REAL ESTATE DEVELOPMENT/LAND TRANSFER AGREEMENT BETWEEN DAKOTA DEVELOPMENT AND THE CITY OF CONWAY FOR THE DEVELOPMENT OF AFFORDABLE HOUSING; AND FOR OTHER PURPOSES

Whereas, the City of Conway, in support of revitalization initiatives in the Pine Street Neighborhood through the North East Old Conway Area Specific Plan, has approved predevelopment work over the years in support of a public/private cottage housing development; and

Whereas, the City of Conway City Council passed a motion on June 25, 2013 selecting Dakota Development, with Lawrence Finn as managing member, as the Lead Developer for this Public Private Partnership with the City of Conway; and

Whereas, the Spruce Street Neighborhood Development, LLC, Lawrence Finn as managing member, has incorporated for the purpose of moving forward with agreements to develop affordable housing as originally approved by City Council; and

Whereas, the City of Conway has successfully completed acquisition and predevelopment work in support of said development, and wishes to move forward with affordable housing development as designed and approved through the Historic District Commission; and

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

Section 1: The City of Conway does hereby approve the Real Estate Development/Land Transfer Agreement between the City of Conway as Seller of subject property and Spruce Street Neighborhood Development, LLC as Developer of subject property, along with all future modifications to said agreement as authorized by the Mayor and approved by the City Attorney in keeping with the intent of the City to provide quality affordable housing and successful completion of the development.

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

Passed this 14th day of March, 2017.

Approved:

Mayor Bart Castleberry

Attest:

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

Priced Right Taxi
Tim Price and Susie Munson
22 Hook Road Morrilton
3 Colonial Drive Conway
501-581-8421
pricedright22@gmail.com



March 6, 2017

City Council:

Thank you for the opportunity to come before you. We are in the process of starting our own taxi company, Priced Right Taxi. We are currently obtaining all required licensing.

This is a brand new venture for my partner and myself, one that we believe in strongly. We believe Conway could use another taxi service and our goal is to ensure safe and affordable transportation. We plan to stress helpful and friendly service, especially to our elderly customers, helping them with bags and packages and making sure they are seen safely to their doors, we want to take taxi service to the next level and give our customers a pleasant experience.

My partner and I both have experience in working closely with the public and customer relations. We both believe in family and community.

We hope that you will take us and our plans for our company under consideration and see what an asset we could be to the community. Thank you so very much for this chance to present our case and for your time and consideration. We truly appreciate this opportunity.

Warm regards,

Tim + Susie





City of Conway, Arkansas
Ordinance No. O-17-_____

AN ORDINANCE AUTHORIZING THE RECLASSIFICATION OF ONE (1) GIS COORDINATOR POSITION WITHIN THE PLANNING AND DEVELOPMENT DEPARTMENT TO A PLANNER POSITION; TO APPROPRIATE ADDITIONAL FUNDS FOR THE PAYMENT OF SALARY, BENEFITS AND OTHER COSTS OF AND FOR THAT RECLASSIFIED POSITION; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES:

Whereas, the Planning and Development Department requests the reclassification of one (1) GIS Coordinator position to a Planner position. The reclassified position of Planner will continue previous GIS related assignments with additional Planning related duties.

Whereas, the annual salary for a GIS Coordinator position is \$46,938 and the annual salary for the Planner position is \$47,838; and

Whereas, a budget adjustment in the amount of \$786.82 is required for the remainder of the 2017 budget year.

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

Section 1. The City of Conway shall reclassify one (1) GIS Coordinator position to a Planner position in the Planning and Development Department.

Section 2. Additional salary funds in the amount of \$786.82 are required for this staffing adjustment.

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 14th day of March, 2017.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



CITY OF CONWAY
Planning and Development

1201 Oak Street
Conway, AR 72032

T 501.450.6105
F 501.450.6144

www.conwayplanning.org

March 1, 2017

MEMO

From: Bryan Patrick

To: Mayor and City Council

I would like to reclassify the position of GIS Coordinator to Planner. The GIS Coordinator is responsible for geographic information system duties such as inputting data, manipulating maps, City GPS functions, maintaining all City Maps, and other geospatial related functions for the City.

However, there is a need for the GIS Coordinator to take on additional Planning related duties above and beyond those of the GIS Coordinator. The reclassified position of Planner will continue previous GIS related assignments with additional Planning related duties.



City of Conway, Arkansas

Ordinance No. O-17-__

AN ORDINANCE APPROPRIATING INSURANCE REIMBURSEMENT FUNDS FOR THE CITY OF CONWAY AIRPORT DEPARTMENT; AND FOR OTHER PURPOSES.

Whereas, The City of Conway has received insurance reimbursement funds from Old Republic Insurance Company in the amount of \$3,681.00 to repair a wall column on T-hangar "D" that was damaged by an aircraft, and

Whereas, The Airport Department needs these funds to replenish their expenditure accounts;

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

Section 1: The City of Conway shall appropriate \$3,681.00 from the Airport's Insurance Proceeds line item (550.109.4360) to expenditure accounts in the Airport Department as follows: Miscellaneous Expenses (550.109.5799) \$3,681.00.

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

PASSED this 14th day of March, 2017.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer

03.2.2017

Memo

To
Mayor Bart Castleberry

From
B. Finley Vinson, P.E.

CC
Felicia Rogers

Re
Conway Corp Utility
Easement Request –
College & Salem
Roundabout Project

Comments:

The attached description is for a 30-foot utility easement requested by the Conway Corporation, and is needed for the relocation of utilities for the College & Salem Roundabout project. I have no objections to this request and recommend approval.



RIGHT OF WAY AND EASEMENT

CITY OF CONWAY

To

THE CITY OF CONWAY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That We, City of Conway, (GRANTORS), for and in consideration of the sum of One Dollar, to us paid by the City of Conway, Arkansas, a City of the first class, (GRANTEE), cash in hand, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said GRANTEE, its successors and assigns, forever, right of way and easement 30 feet wide on, over, across and under the following described lands, owned by us and situated in Faulkner County, Arkansas, to-wit:

An easement for the installation of Conway Corporation utilities is to be the 30-feet outside and adjacent to a proposed curb across the following described property: Lot 1 Pickwicket Corner Subdivision, to the City of Conway, Arkansas, as shown on Plat of record in Plat Book F, Page 75, records of Faulkner County, Arkansas. (Described Easement Contained Within Parcel ID 710-08355-001, Per Faulkner County Tax Assessor Records)

Said right of way and easement shall be located upon and over such portion of the above described lands as has been agreed on by GRANTOR and GRANTEE.

It being understood and agreed that the said GRANTEE, or its successors or assigns, shall have the right to enter upon the above described lands at such time as it or they may deem proper to make such excavations and do such other work as it or they deem proper and necessary for the laying, relaying, maintaining, repairing, or replacing of utilities and appliances incident thereto, but it is expressly understood and agreed that the said GRANTEE, or its successors or assigns, shall be liable to the GRANTORS herein, or their heirs or assigns, for any and all damage that may be done in the prosecution of said work to any crops, fences or other improvements upon said lands, and that should it be necessary to disturb said improvements upon said lands, the said GRANTEE shall rebuild same immediately in as good condition as same were before provided that GRANTEE is not responsible for any damage that is caused by the actions of any other Party that is allowed to utilize the Easement, unless such other party shall be utilizing the said easement at the direction of the GRANTEE.

TO HAVE AND TO HOLD the same unto the said GRANTEE, and unto its successors and assigns, forever, with full right of ingress and egress at all times in, upon, over or under and to said lands for the purposes aforesaid.

And for said sum we do further grant, sell and convey unto said GRANTEE, its successors and assigns for a term of six months from and after the start of construction on the herein described lands, a right of way and easement forty (40) feet wide on, over, across, through and under the aforesaid lands, for the purpose of providing a construction and work area for building and laying of utilities and that this right of way and easement shall be located upon and over such portion of the above described lands as has been or may hereafter be selected by the officers or agents of said GRANTEE.

WITNESS our hands and seals this ____ day of _____, 2017.

ACKNOWLEDGMENT

STATE OF ARKANSAS
County of Faulkner.

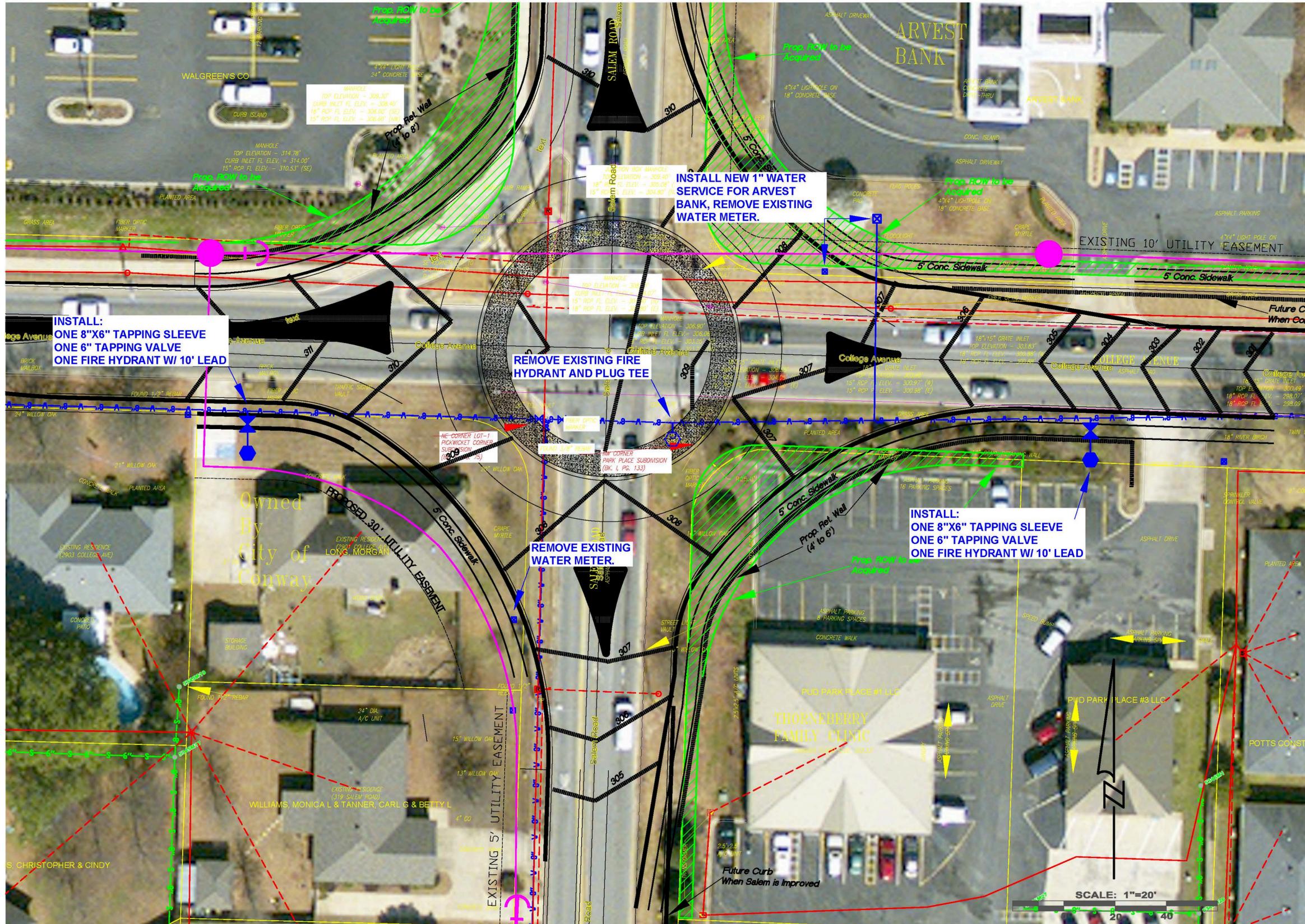
BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, City of Conway to me well known as the GRANTORS in the foregoing instrument, and acknowledged that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this ____ day of _____, 2017.

My Commission Expires:

Notary Public

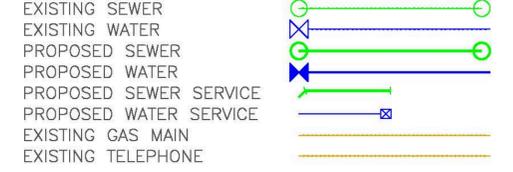
COLLEGE AVE & SALEM ROUND-A-BOUT UTILITY RELOCATION



CONSTRUCTION NOTES FOR PROSPECTIVE BIDDERS

1. ALL WATER MAINS TO BE DUCTILE IRON WATER PIPE, CLASS DETERMINED BY SIZE OF MAINS.
2. ALL SEWER PIPE SHALL BE APPROVED SEWER PIPE AS SPECIFIED IN THE SPECIFICATION BOOK.
3. ALL WATER AND SEWER MAINS AND SERVICES CROSSING ROADWAYS ARE TO BE BACKFILLED WITH CLASS 7 AGGREGATE BASE COURSE AND COMPACTED WITH A SHEEPS FOOT VIBRATORY ROLLER AS DIRECTED IN THE SPECIFICATION BOOK.
4. ALL WATER MAINS ARE TO BE A MINIMUM OF 3' BELOW FINISHED STREET GRADE AND A MINIMUM OF 1' BELOW STORM DRAINS OR AS DIRECTED BY CONWAY CORPORATION PERSONNEL.
5. ALL WATER MAINS ARE TO CROSS OVER SEWER MAINS WITH A MINIMUM OF 18" OF VERTICAL SEPARATION AND WATER AND SEWER MAINS SHALL HAVE A MINIMUM OF 10" OF HORIZONTAL SEPARATION.
6. CONTRACTOR WILL NEED TO CALCULATE THE EXACT NUMBER OF DUCTILE IRON FITTINGS THIS PROJECT REQUIRES.
7. CONTROL POINTS AND PROPERTY PINS EXCAVATED BY CONTRACTOR ARE TO BE REPLACED PRIOR TO FINAL PAYMENT.
8. ALL WATER MAINS ARE TO BE PRESSURE TESTED AT 200 PSI OR DOUBLE THE SYSTEM PRESSURE, WHICHEVER IS THE HIGHEST.
9. ALL SEWER MAINS AND SERVICES ARE TO BE AIR TESTED AS STATED IN SPECIFICATION BOOK.
10. ALL PVC SEWER MAINS ARE TO BE MANDREL TESTED AS STATED IN SPECIFICATION BOOK.
11. ALL MANHOLES ARE TO BE VACUUM TESTED AS STATED IN THE SPECIFICATION BOOK.
12. WATER SERVICES ARE TO BE INSTALLED BY EXCAVATING WITH A TRENCHING DEVICE OR AS DIRECTED BY CONWAY CORPORATION PERSONNEL.
13. ALL SEWER LINES AND MANHOLES SHALL BE DRY AND FREE OF ALL DEBRIS WHEN TESTING AND UPON ACCEPTANCE OF MANHOLES, MAINS AND SERVICES.
14. ALL EXISTING UTILITIES ARE TO BE LOCATED PRIOR TO ANY EXCAVATING.
15. CONTRACTOR SHALL DISPOSE OF ALL TREES AND BRUSH EXCAVATED IN THIS PROJECT. THE COST OF CLEARING AND DISPOSING OF TREES AND BRUSH IS TO BE INCLUDED IN THE PRICE FOR TRENCHING.
16. ALL SEWER PIPE SHALL BE ENCASED IN CLEAN WASHED STONE OR CRUSHED STONE OF 3/4" MAXIMUM SIZE.
17. THE COST OF ALL STUBOUTS, WATER TIGHT PLUGS, CAPS AND WATERTIGHT GASKETS IN MANHOLES ARE TO BE INCLUDED IN PRICE OF MANHOLES.
18. ALL FIRE HYDRANT LEADS ARE TO BE INCLUDED IN THE PRICE OF FIRE HYDRANTS.
19. RETAINER GLANDS WITH SET SCREWS ARE TO BE USED ON ALL DUCTILE IRON WATER MAIN FITTINGS.
20. ALL WATER AND SEWER SERVICES ARE TO BE MARKED WITH PAINTED 2" PLASTIC PIPE.
21. ROCK EXCAVATION AS A PAY ITEM WILL INCLUDE ONLY THAT MATERIAL WHICH, IN THE OPINION OF THE ENGINEER, CAN NOT BE EXCAVATED EFFICIENTLY WITHOUT BLASTING OR USING A HYDRAULIC JACKHAMMER.
22. REVIEW TRENCH SAFETY, AS A PAY ITEM, AS DESCRIBED IN THE SPECIFICATION BOOK.
23. ALL TREES THAT DO NOT DIRECTLY INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE SPARED AS DIRECTED BY THE ENGINEER. CARE AND DISCRETION SHALL BE USED TO ENSURE THAT ALL TREES NOT TO BE REMOVED SHALL BE HARMED AS LITTLE AS POSSIBLE DURING THE CONSTRUCTION OPERATIONS.

LEGEND:



CARE IN PERFORMANCE OF DUTIES:

EACH EMPLOYEE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF HIS DUTIES AND ACT IN SUCH A MANNER AS TO ASSURE AT ALL TIMES MAXIMUM SAFETY TO HIMSELF, HIS FELLOW EMPLOYEES AND THE PUBLIC.

- A) BEFORE BEGINNING A JOB, THE EMPLOYEE SHALL SATISFY HIMSELF THAT HE CAN PERFORM THE TASK WITHOUT INJURY. IF HE IS IN DOUBT AS TO HIS ABILITY TO PERFORM THE WORK, HE SHALL CALL THIS TO THE ATTENTION OF HIS FOREMAN.
- B) BEFORE STARTING A JOB, EACH EMPLOYEE SHALL THOROUGHLY UNDERSTAND THE WORK TO BE DONE, HIS PART IN THE WORK AND THE SAFETY RULES, WHICH APPLY.



Operators of the City-owned Electric, Electronic & Water Systems
COLLEGE AVE & SALEM ROUND-A-BOUT UTILITY RELOCATION

SCALE:	W/S/E/C	DWG. DATE:
HORZ.: 1"=20'	JOB #: 16-087-5	01-13-17
VERT.: N/A	DRAWN BY: CMD	REVISED DATE:
REF.: RASTER	PAGE: 1 of 1	00-00-00

SCALE: 1"=20'

MEMO

To: Mayor Bart Castleberry
City Council Members

From: Felicia Rogers

Date: March 7th, 2017

Subject: Parkway Street Renovations

Message:

The Downtown Partnership and the CBID have offered \$40,000 to assist in the renovation of the parking lot on Parkway Street between Prairie and Main to add approximately 44 spaces.

The total cost for the renovation was estimated in 2014 to be approximately \$100,000 with City forces and \$160,000 contractor price.

If we built it ourselves, our contribution would be approximately \$70,000 to complete the project.

Please advise how you would like the City to proceed.

PARKWAY PARKING EXPANSION - Work by Contractor
 Main Street to Prairie Street
 October 30, 2016

Add angle Parking & Street Scape along Parkway
 Add angle Parking & Street Scape on N. side Main.
 Move west Parking of curb & change to Angle Parking

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNITS	ESTIMATED UNIT PRICE	ESTIMATED AMOUNT
1	Site Preparation & Earthwork	1	L.S.	\$ 15,000.00	\$ 15,000.00
2	Removal of Existing Asphalt	2500	S.Y.	\$ 3.00	\$ 7,500.00
3	Concrete Curb & Gutter	1,300	L.F.	\$ 13.00	\$ 16,900.00
4	Concrete Driveway	1,800	S.F.	\$ 6.00	\$ 10,800.00
5	Concrete Sidewalk	5,600	S.F.	\$ 4.00	\$ 22,400.00
6	Brick Pavers & Brick Base	2,800	Each	\$ 7.50	\$ 21,000.00
7	Wheel Chair Ramps	90	S.F.	\$ 10.00	\$ 900.00
8	Tree Grates	12	Each	\$ 1,500.00	\$ 18,000.00
9	Trees	12	Each	\$ 150.00	\$ 1,800.00
10	Top Soil	40	C.Y.	\$ 75.00	\$ 3,000.00
11	Sod	200	S.Y.	\$ 3.00	\$ 600.00
12	Install Electrical Conduit	500	L.F.	\$ 10.00	\$ 5,000.00
13	Lights by Conway Corp	1	Each	\$ -	\$ -
14	Crushed Stone Base Course	250	Ton	\$ 20.00	\$ 5,000.00
15	Asphalt	280	Ton	\$ 90.00	\$ 25,200.00
16	Stripping	2,100	L.F.	\$ 0.30	\$ 630.00
17	Construction Layout	1	L.S.	\$ 10,000.00	\$ 10,000.00
TOTAL ESTIMATED CONSTRUCTION COST					\$ 141,230
Contingencies					\$ 21,185
TOTALESTIMATED COST					\$ 162,415

PARKWAY PARKING EXPANSION - Work by City Forces
 Main Street to Prairie Street
 October 30, 2016

Add angle Parking & Street Scape along Parkway
 Add angle Parking & Street Scape on N. side Main.
 Move west Parking of curb & change to Angle Parking
 Work by City Forces as Approved by City Council

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNITS	ESTIMATED UNIT PRICE	ESTIMATED AMOUNT
1	Site Preparation	1	L.S.	\$ -	\$ -
2	Removal of Existing Asphalt	2500	S.Y.	\$ 3.00	\$ 7,500.00
3	Concrete Curb & Gutter	1,300	L.F.	\$ 10.00	\$ 13,000.00
4	Concrete Driveway	1,800	S.F.	\$ 3.00	\$ 5,400.00
5	Concrete Sidewalk	5,600	S.F.	\$ 2.50	\$ 14,000.00
6	Brick Pavers & Brick Base	2,800	Each	\$ 2.00	\$ 5,600.00
	Wheel Chair Ramps	90	S.F.	\$ 2.00	\$ 180.00
7	Tree Grates	12	Each	\$ 900.00	\$ 10,800.00
8	Trees	12	Each	\$ 150.00	\$ 1,800.00
9	Top Soil	40	C.Y.	\$ 75.00	\$ 3,000.00
10	Sod	200	S.Y.	\$ 2.00	\$ 400.00
	Install Electrical Conduit	500	L.F.	\$ 4.00	\$ 2,000.00
11	Lights by Conway Corp	1	Each	\$ -	\$ -
12	Crushed Stone Base Course	250	Ton	\$ 13.50	\$ 3,375.00
13	Asphalt	280	Ton	\$ 90.00	\$ 25,200.00
14	Stripping	2,100	L.F.	\$ -	\$ -
TOTAL ESTIMATED CONSTRUCTION COST					\$ 84,755.00
Contingencies					\$ 12,713
TOTALESTIMATED COST					\$ 97,468

02.22.2017

Memo

To
Mayor Bart Castleberry

From
B. Finley Vinson, P.E.

CC
Felicia Rogers

Re
Standard Details for
Roadway & Drainage
Construction

Comments:

We have completed our first version of the City of Conway Standard Details for Roadway & Drainage Construction, which are available on the Street & Engineering Department website: [http://www.cityofconway.org/media/government/street-department/STANDARD%20DETAILS%20\(2.13.17\).pdf](http://www.cityofconway.org/media/government/street-department/STANDARD%20DETAILS%20(2.13.17).pdf).

A municipality of our size is long overdue in having our own standard details. Pending your approval, I would like to begin requiring all construction within the city limits of Conway to comply with these details. This will reduce confusion and increase quality and consistency of construction within the city.

City of Conway Street & Engineering Department

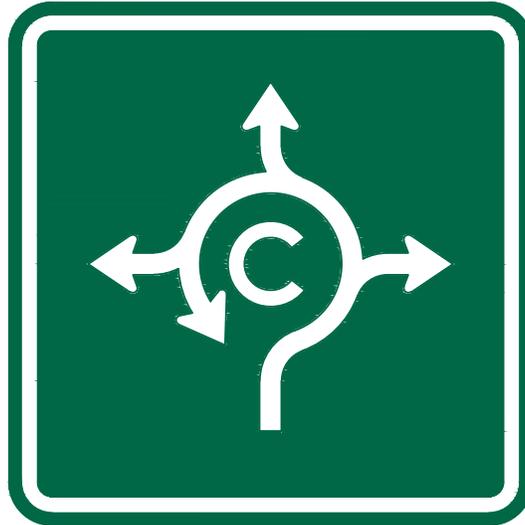
(501) 450-6165
100 E Robins St, Conway, AR 72032

www.cityofconway.org/pages/street-department/
firstname.lastname@cityofconway.org

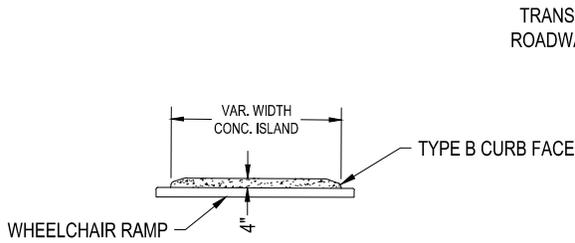


STANDARD DETAILS

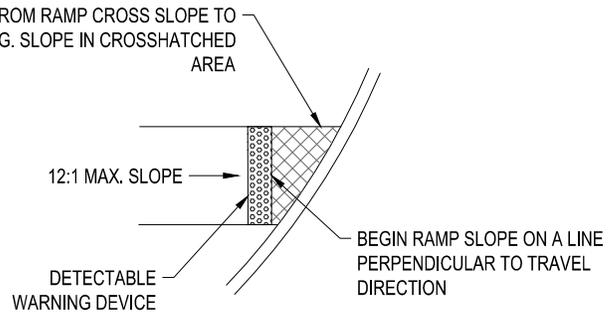
FOR ROADWAY & DRAINAGE CONSTRUCTION



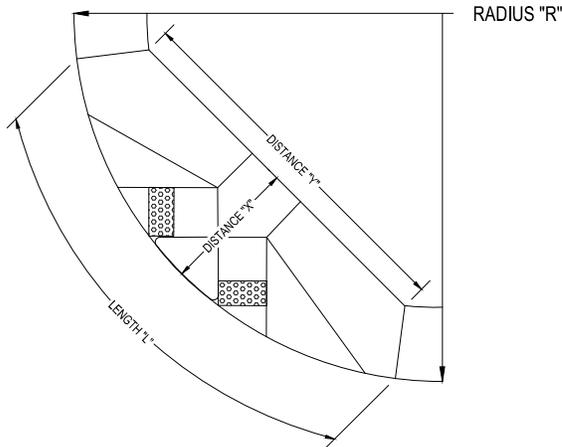
**CITY OF CONWAY, ARKANSAS
STREET & ENGINEERING DEPARTMENT
100 EAST ROBINS ST.
CONWAY, ARKANSAS 72032
501-450-6165**



CONCRETE ISLAND DETAIL

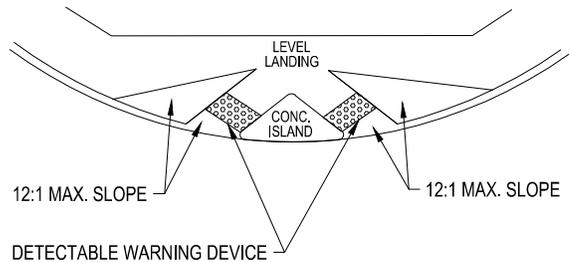
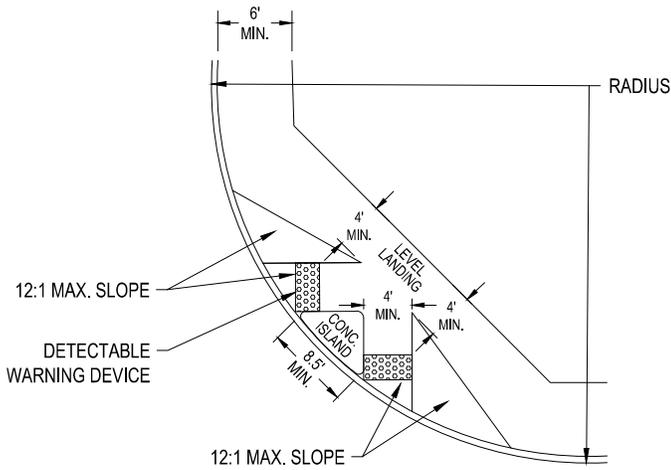


SLOPE TRANSITION DETAIL



TYPE 1 RAMP DIMENSIONS & QUANTITIES

RADIUS "R"	DISTANCE "X"	DISTANCE "Y"	LENGTH "L"	RAMP AREA "A"
FEET	FEET	FEET	FEET	SQ. YD.
15	11.67	18.82	32.18	26.21
20	11.52	22.28	35.46	30.07
25	11.43	26.60	38.77	33.80
30	11.37	30.26	40.93	36.90
35	11.33	33.51	43.11	39.77
40	11.30	36.45	45.26	42.45
45	11.27	39.16	47.34	44.97
50	11.25	41.69	49.36	47.35
55	11.24	44.07	51.31	49.63
60	11.22	46.33	53.21	51.80



NOTES:

1. FULL DEPTH EXPANSION JOINTS (FOUR INCHES) SHALL BE PROVIDED AT THE EDGE OF THE SIDEWALK AND RAMP.
2. ALL CONCRETE DRIVEWAYS AND SIDEWALKS SHALL BE CONSTRUCTED OF A PORTLAND CEMENT CONCRETE MIXTURE WHICH WILL PRODUCE A CONCRETE OF A COMPRESSIVE STRENGTH OF 3500 P.S.I. AFTER 28 DAYS SET UNDER STANDARD LABORATORY METHODS.
3. ALL SIDEWALKS AND DRIVEWAY APPROACHES SHALL BE CONSTRUCTED WITH A BROOM FINISH.
4. ALL SIDEWALKS AND CURB CUTS FOR HANDICAP RAMPS REQUIRE AN INSPECTION PRIOR TO CONCRETE PLACEMENT.

TYPE 1 ACCESS RAMP

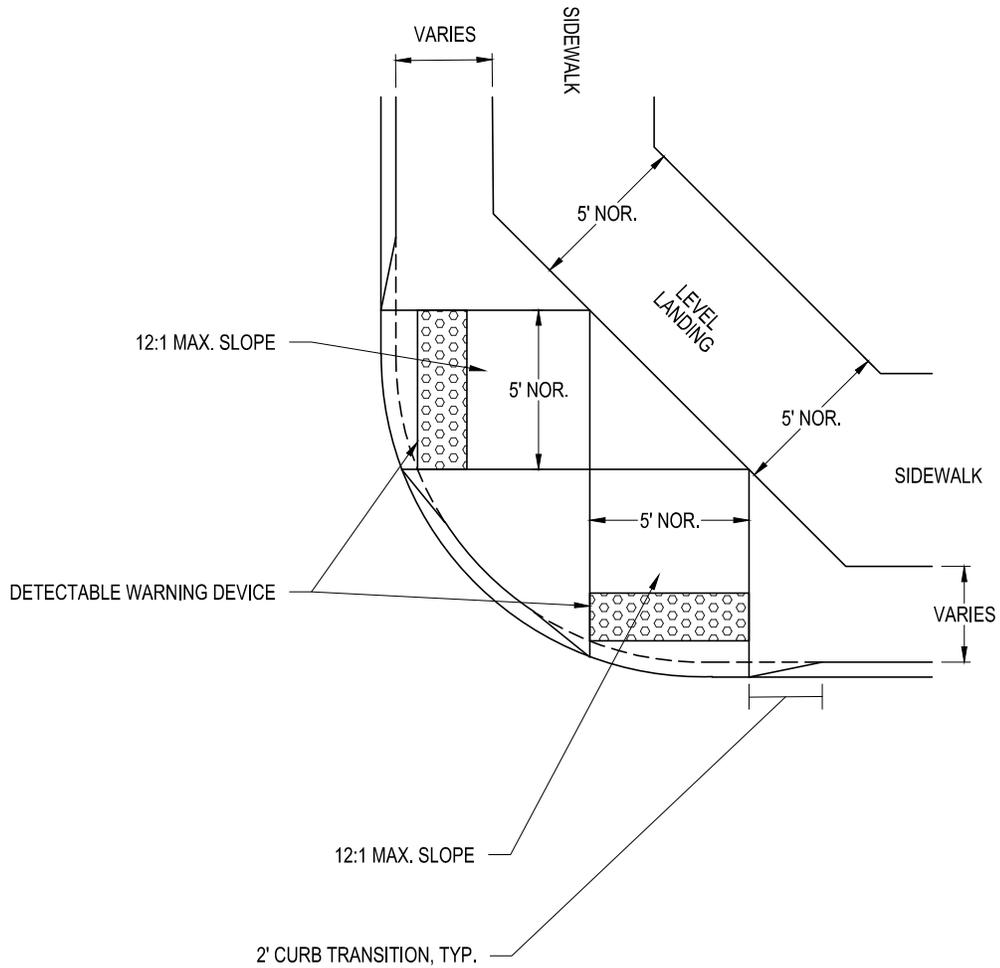
N.T.S.



CITY OF CONWAY STREET & ENGINEERING DEPARTMENT
100 EAST ROBINS
CONWAY, ARKANSAS 72032
501-450-6165

TITLE:	ACCESS RAMP DETAILS	DATE: FEBRUARY 2017	SHEET:
DESCRIPTION:	STANDARD ACCESS RAMP (TYPE 1)	REVISED	
DRAWN BY: NTR	CHECKED BY: BJV	FILE NAME: AR-1 TYPE 1 HANDI RAMP.dwg	

AR-1



NOTES:

1. FULL DEPTH EXPANSION JOINTS (FOUR INCHES) SHALL BE PROVIDED AT THE EDGE OF THE SIDEWALK AND RAMP.
2. ALL CONCRETE DRIVEWAYS AND SIDEWALKS SHALL BE CONSTRUCTED OF A PORTLAND CEMENT CONCRETE MIXTURE WHICH WILL PRODUCE A CONCRETE OF A COMPRESSIVE STRENGTH OF 3500 P.S.I. AFTER 28 DAYS SET UNDER STANDARD LABORATORY METHODS.
3. ALL SIDEWALKS AND DRIVEWAY APPROACHES SHALL BE CONSTRUCTED WITH A BROOM FINISH.
4. ALL SIDEWALKS AND CURB CUTS FOR HANDICAP RAMPS REQUIRE AN INSPECTION PRIOR TO CONCRETE PLACEMENT.

TYPE 2 ACCESS RAMP

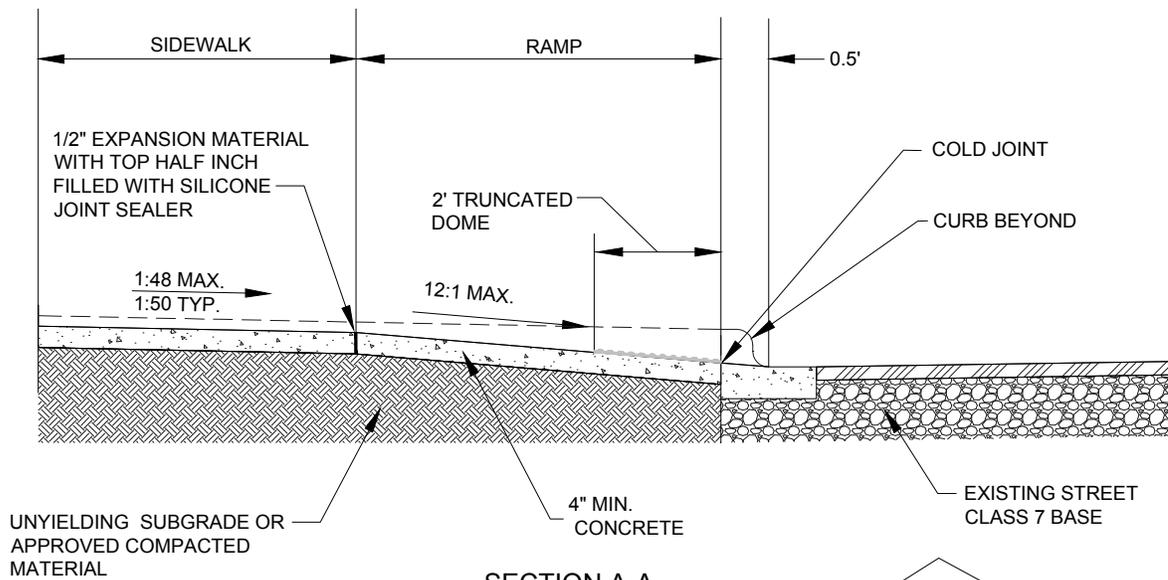
N.T.S.



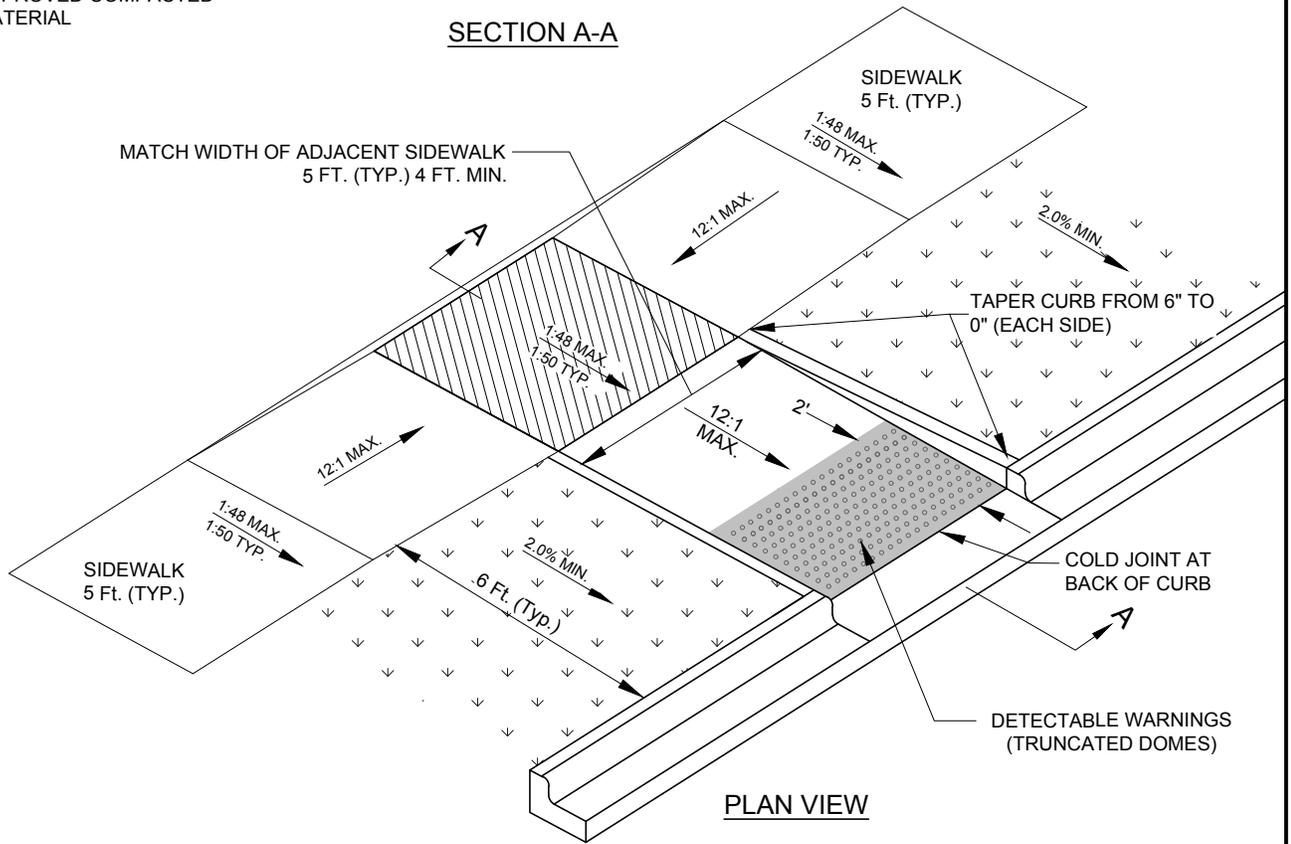
CITY OF CONWAY STREET &
ENGINEERING DEPARTMENT
100 EAST ROBINS
CONWAY, ARKANSAS 72032
501-450-6165

TITLE:	ACCESS RAMP DETAILS	DATE: FEBRUARY 2017	SHEET:
DESCRIPTION:	STANDARD ACCESS RAMP (TYPE 2)	REVISED	
DRAWN BY: NTR	CHECKED BY: BJV	FILE NAME: AR-2 TYPE 2 HANDI RAMP.dwg	-----

AR-2



SECTION A-A



PLAN VIEW

NOTES:

1. FULL DEPTH EXPANSION JOINTS (FOUR INCHES) SHALL BE PROVIDED AT THE EDGE OF THE SIDEWALK AND RAMP.
2. ALL CONCRETE DRIVEWAYS AND SIDEWALKS SHALL BE CONSTRUCTED OF A PORTLAND CEMENT CONCRETE MIXTURE WHICH WILL PRODUCE A CONCRETE OF A COMPRESSIVE STRENGTH OF 3500 P.S.I. AFTER 28 DAYS SET UNDER STANDARD LABORATORY METHODS.
3. ALL SIDEWALKS AND DRIVEWAY APPROACHES SHALL BE CONSTRUCTED WITH A BROOM FINISH.
4. ALL SIDEWALKS AND CURB CUTS FOR HANDICAP RAMPS REQUIRE AN INSPECTION PRIOR TO CONCRETE PLACEMENT.

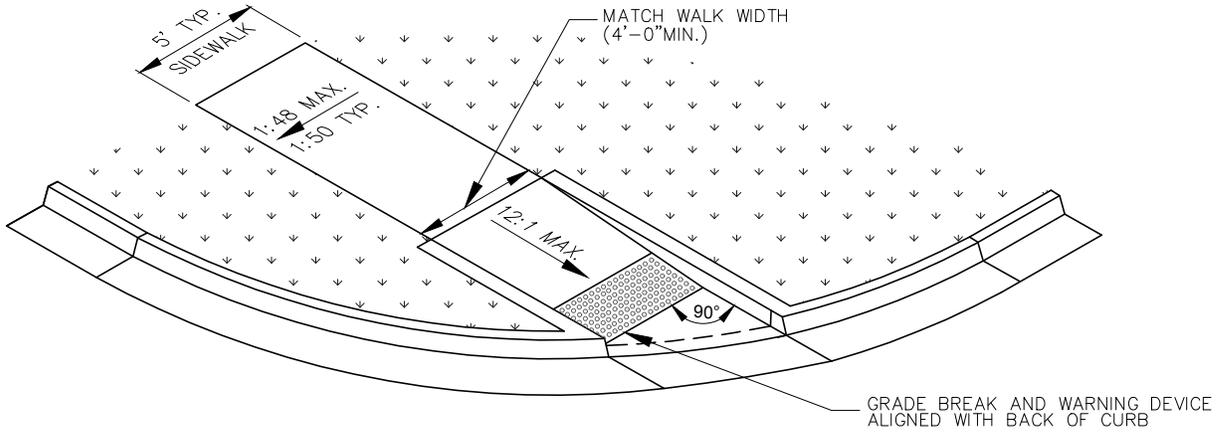
TYPE 3A ACCESS RAMP

N.T.S.



CITY OF CONWAY STREET & ENGINEERING DEPARTMENT
 100 EAST ROBINS
 CONWAY, ARKANSAS 72032
 501-450-6165

TITLE:	ACCESS RAMP DETAILS	DATE: FEBRUARY 2017	SHEET:
DESCRIPTION:	STANDARD ACCESS RAMP (TYPE 3A)	REVISED	
DRAWN BY: NTR	CHECKED BY: BJV	FILE NAME: AR-3 TYPE 3A HANDI_RAMP.dwg	AR-3



NOTES:

1. FULL DEPTH EXPANSION JOINTS (FOUR INCHES) SHALL BE PROVIDED AT THE EDGE OF THE SIDEWALK AND RAMP.
2. ALL CONCRETE DRIVEWAYS AND SIDEWALKS SHALL BE CONSTRUCTED OF A PORTLAND CEMENT CONCRETE MIXTURE WHICH WILL PRODUCE A CONCRETE OF A COMPRESSIVE STRENGTH OF 3500 P.S.I. AFTER 28 DAYS SET UNDER STANDARD LABORATORY METHODS.
3. ALL SIDEWALKS AND DRIVEWAY APPROACHES SHALL BE CONSTRUCTED WITH A BROOM FINISH.
4. **ALL SIDEWALKS AND CURB CUTS FOR HANDICAP RAMPS REQUIRE AN INSPECTION PRIOR TO CONCRETE PLACEMENT.**

TYPE 3B ACCESS RAMP

N.T.S.

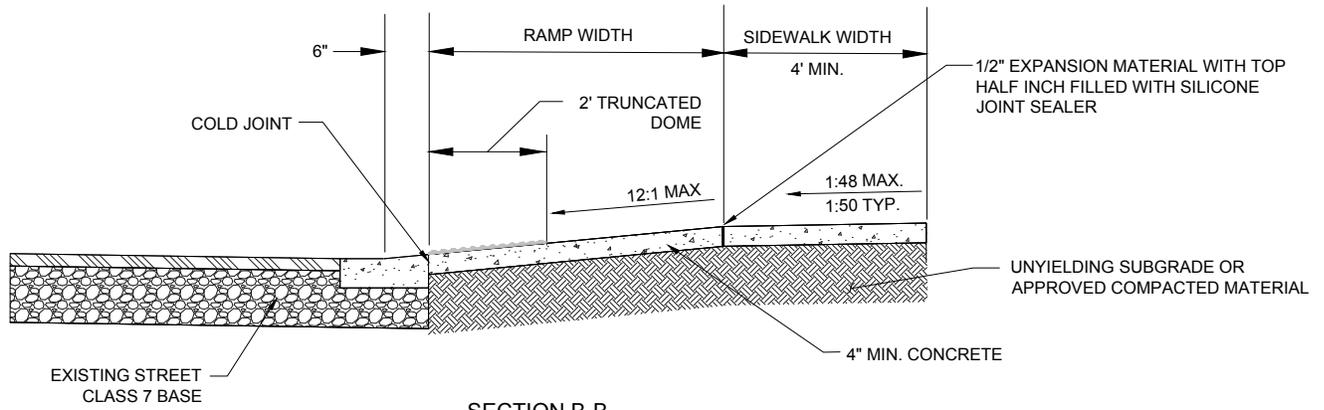


CITY OF CONWAY STREET &
ENGINEERING DEPARTMENT
100 EAST ROBINS
CONWAY, ARKANSAS 72032
501-450-6165

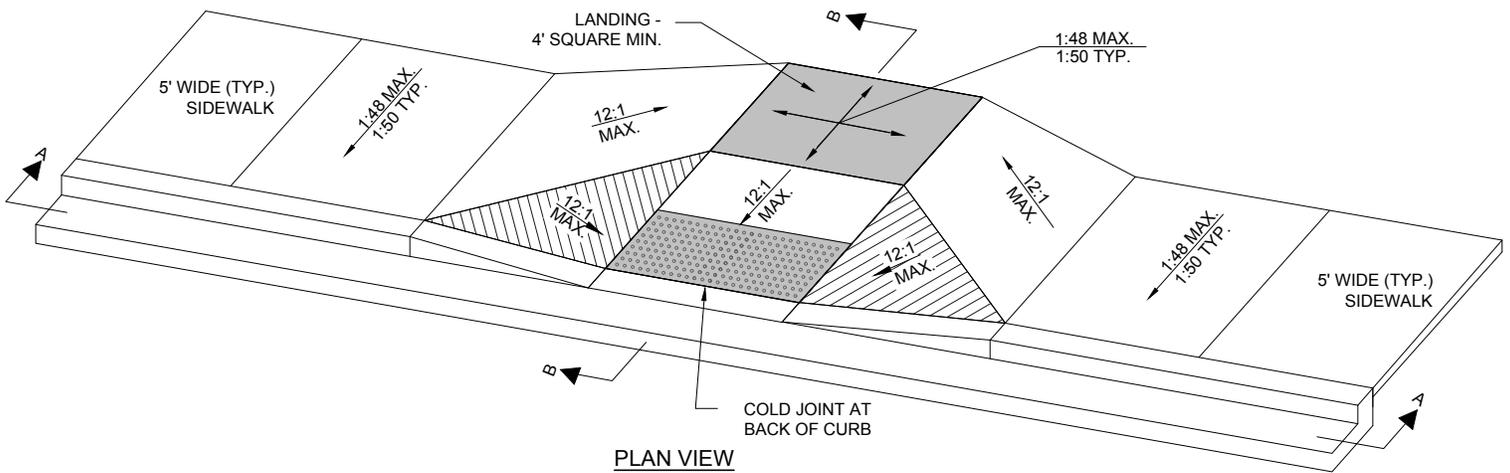
TITLE:	ACCESS RAMP DETAILS	DATE: FEBRUARY 2017	SHEET:
DESCRIPTION:	STANDARD ACCESS RAMP (TYPE 3B)	REVISED	

DRAWN BY: NTR	CHECKED BY: BFV	FILE NAME: AR-4 TYPE 3B HANDI_RAMP.dwg	

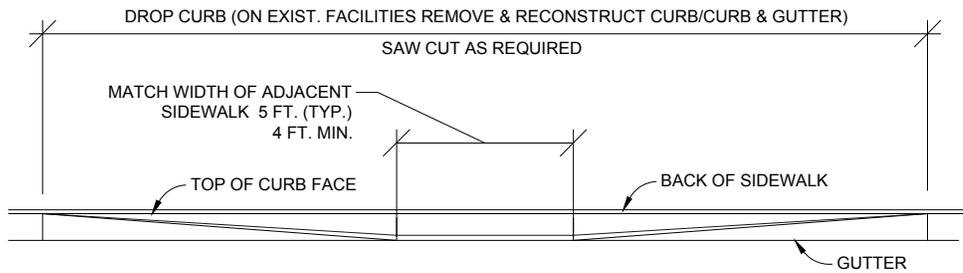
AR-4



SECTION B-B



PLAN VIEW



SECTION A-A

NOTES:

1. FULL DEPTH EXPANSION JOINTS (FOUR INCHES) SHALL BE PROVIDED AT THE EDGE OF THE SIDEWALK AND RAMP.
2. ALL CONCRETE DRIVEWAYS AND SIDEWALKS SHALL BE CONSTRUCTED OF A PORTLAND CEMENT CONCRETE MIXTURE WHICH WILL PRODUCE A CONCRETE OF A COMPRESSIVE STRENGTH OF 3500 P.S.I. AFTER 28 DAYS SET UNDER STANDARD LABORATORY METHODS.
3. ALL SIDEWALKS AND DRIVEWAY APPROACHES SHALL BE CONSTRUCTED WITH A BROOM FINISH.
4. ALL SIDEWALKS AND CURB CUTS FOR HANDICAP RAMPS REQUIRE AN INSPECTION PRIOR TO CONCRETE PLACEMENT.

TYPE 4 ACCESS RAMP

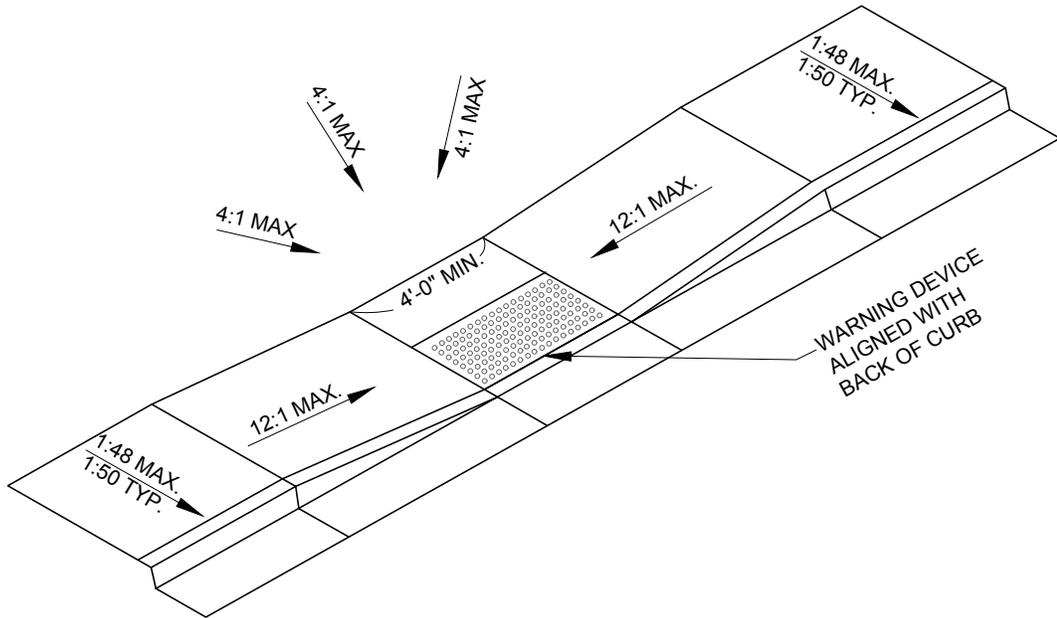
N.T.S.



CITY OF CONWAY STREET & ENGINEERING DEPARTMENT
100 EAST ROBINS
CONWAY, ARKANSAS 72032
501-450-6165

TITLE:	ACCESS RAMP DETAILS	DATE: FEBRUARY 2017	SHEET:
DESCRIPTION:	STANDARD ACCESS RAMP (TYPE 4)	REVISED	
DRAWN BY: NTR	CHECKED BY: BJV	FILE NAME: AR-5 TYPE 4 HANDI RAMP.dwg	

AR-5



NOTES:

1. FULL DEPTH EXPANSION JOINTS (FOUR INCHES) SHALL BE PROVIDED AT THE EDGE OF THE SIDEWALK AND RAMP.
2. ALL CONCRETE DRIVEWAYS AND SIDEWALKS SHALL BE CONSTRUCTED OF A PORTLAND CEMENT CONCRETE MIXTURE WHICH WILL PRODUCE A CONCRETE OF A COMPRESSIVE STRENGTH OF 3500 P.S.I. AFTER 28 DAYS SET UNDER STANDARD LABORATORY METHODS.
3. ALL SIDEWALKS AND DRIVEWAY APPROACHES SHALL BE CONSTRUCTED WITH A BROOM FINISH.
4. **ALL SIDEWALKS AND CURB CUTS FOR HANDICAP RAMPS REQUIRE AN INSPECTION PRIOR TO CONCRETE PLACEMENT.**

TYPE 5 ACCESS RAMP

N.T.S.

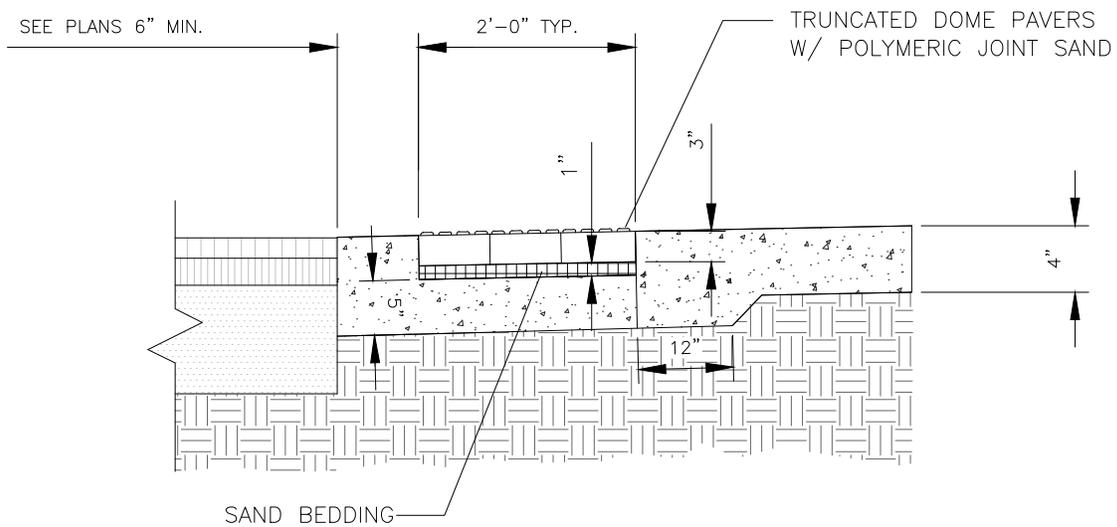


CITY OF CONWAY STREET &
ENGINEERING DEPARTMENT
100 EAST ROBINS
CONWAY, ARKANSAS 72032
501-450-6165

TITLE:	ACCESS RAMP DETAILS	DATE: FEBRUARY 2017	SHEET:
DESCRIPTION:	STANDARD ACCESS RAMP (TYPE 5)	REVISED	

DRAWN BY: NTR	CHECKED BY: BFV	FILE NAME: AR-6 TYPE 5 HANDI RAMP.dwg	

AR-6



TRUNCATED DOME PAVERS

NOTES:

1. PAVERS TO BE SURROUNDED WITH 6" MIN. CONCRETE BAND FOR EDGE RESTRAINT.
2. JOINT SAND SHALL BE POLYMERIC.
3. TRUNCATED DOME PAVERS TO BE PINE HALL 4"x8" TRUNCATED ADA RED 360 OR APPROVED EQUAL.
4. SAND BEDDING FOR PAVERS TO BE MAX. 1" TO MIN. 1/2" THICK MASONRY SAND.



CITY OF CONWAY STREET &
ENGINEERING DEPARTMENT
100 EAST ROBINS
CONWAY, ARKANSAS 72032
501-450-6165

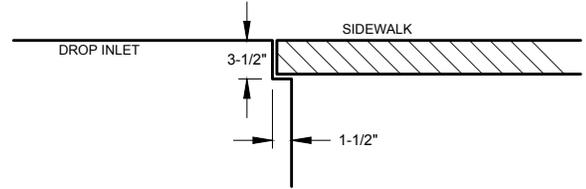
TITLE:	STREET DETAILS	DATE: FEBRUARY 2017	SHEET:
DESCRIPTION:	TRUNCATED DOME PAVERS	REVISED	AR-7

DRAWN BY: NTR	CHECKED BY: BFV	FILE NAME: AR-7 TRUNCATED DOME PAVERS.dwg	

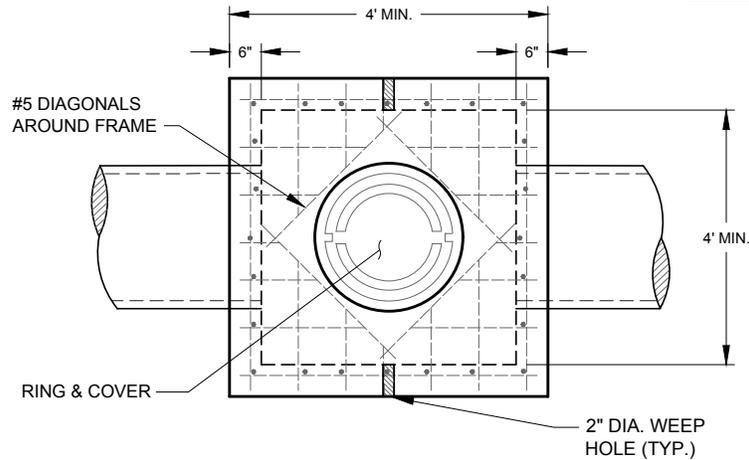
GENERAL NOTES:

1. ALL EXPOSED CORNERS TO HAVE 3/4" CHAMFER.
2. STEPS SHALL BE INSTALLED IN ALL INLETS 4'-0" HIGH AND OVER OR AS DIRECTED BY THE ENGINEER.
3. ALL REINFORCING BARS SHALL BE GRADE 60 AND HAVE MIN. 1" COVER.
4. CONCRETE SHALL HAVE A MIN. COMPRESSIVE STRENGTH OF 3,500 PSI @ 28 DAYS.
5. ALL WORK SHALL COMPLY WITH SECTION 609 OF THE AHTD STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2014 EDITION.
6. BOXES LOCATED ON CURVED SECTIONS SHALL CONFORM TO THE CURVATURE OF THE CURB.
7. BASE AND INLET WALLS SHALL BE CAST MONOLITHICALLY.
8. PIPES MAY ENTER JUNCTION BOX FROM ANY ANGLE OR ELEVATION AS MAY BE APPROVED BY THE ENGINEER.
9. ALTERNATE JUNCTION BOX DESIGNS MAY BE SUBSTITUTED AS APPROVED BY THE ENGINEER.
10. 3-1/2"x 1-1/2" NOTCH SHALL BE FORMED IN ALL JUNCTION BOXES TO SUPPORT SIDEWALK CONSTRUCTION. REFER TO DETAIL OF NOTCH FOR SIDEWALKS.
11. HEAVY DUTY RING AND COVER SHALL BE USED WHEN BOX IS LOCATED WITHIN THE ROADWAY OR A CURB RADIUS. STANDARD DUTY ("NON-TRAFFIC" RATED) RING AND COVER MAY BE USED IN OTHER AREAS OUTSIDE OF ROADWAY.
12. HEAVY DUTY RING AND COVER TO BE EAST JORDAN V-1600-2 & 1348A OR APPROVED EQUAL.
13. STANDARD DUTY RING AND COVER TO BE EAST JORDAN V-1865 MANHOLE ASSEMBLY OR APPROVED EQUAL.

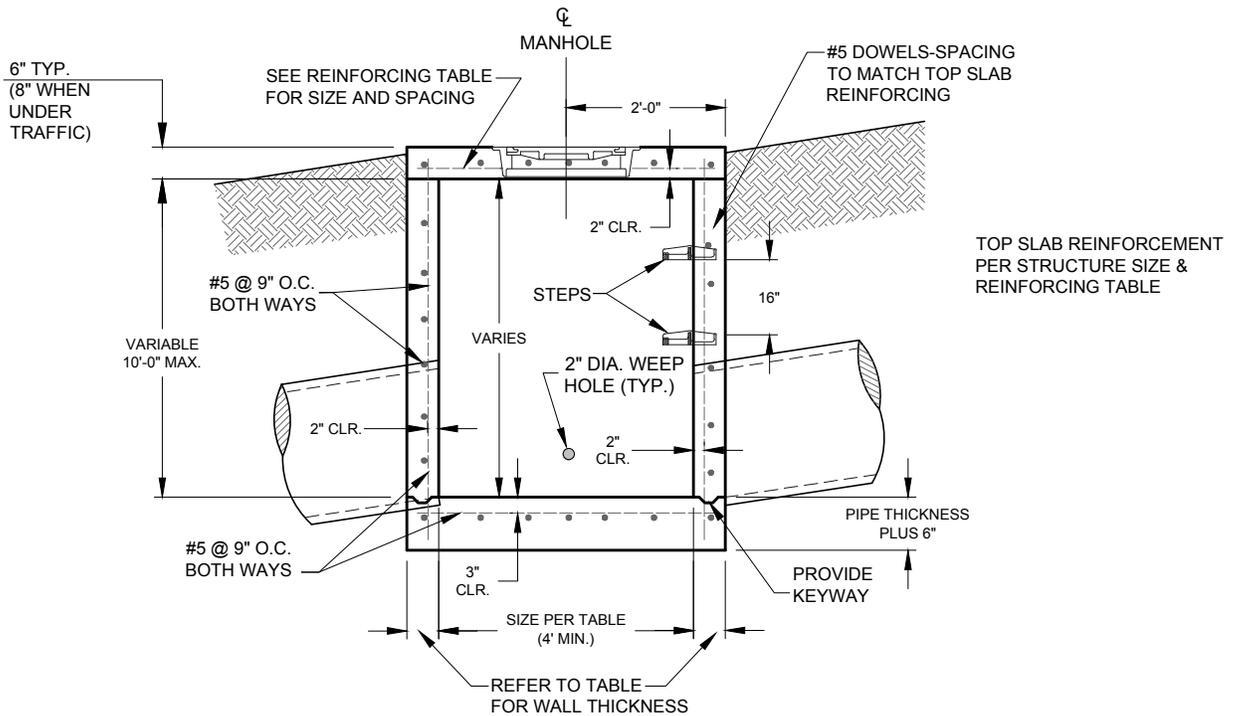
INSIDE DIMENSION	DIAMETER OF OUTLET PIPE	MIN. WALL THICKNESS	TOP CONCRETE SLAB REINFORCING
4'	15" - 18"	6"	# 5'S @ 8" O.C. E.W.
5'	24" - 42"	8"	# 5'S @ 7" O.C. E.W.
6'	48" - 54"	8"	# 5'S @ 9" O.C. E.W.



NOTCH FOR SIDEWALKS



PLAN VIEW



ELEVATION



CITY OF CONWAY STREET & ENGINEERING DEPARTMENT
 100 EAST ROBINS
 CONWAY, ARKANSAS 72032
 501-450-6165

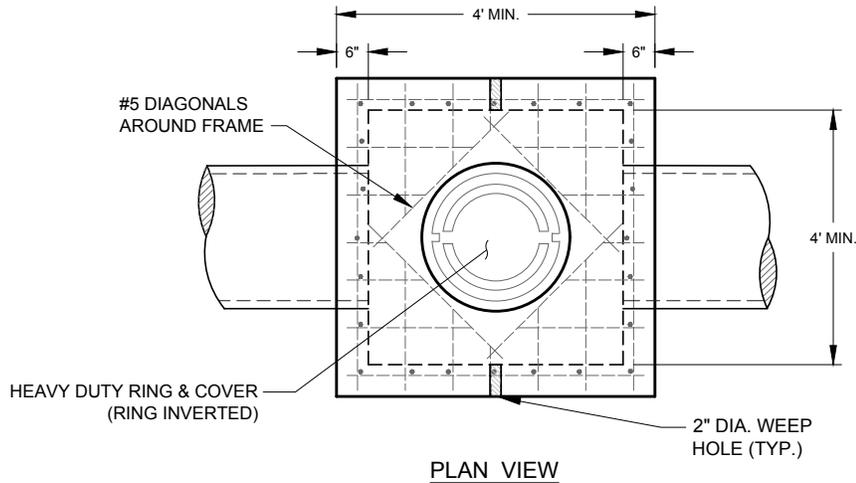
TITLE:	DRAINAGE DETAILS	DATE: FEBRUARY 2017	SHEET:
DESCRIPTION:	JUNCTION BOX	REVISED	
DRAWN BY: NTR	CHECKED BY: BFV	FILE NAME: D-2 JUNCTION BOX.dwg	

D-2

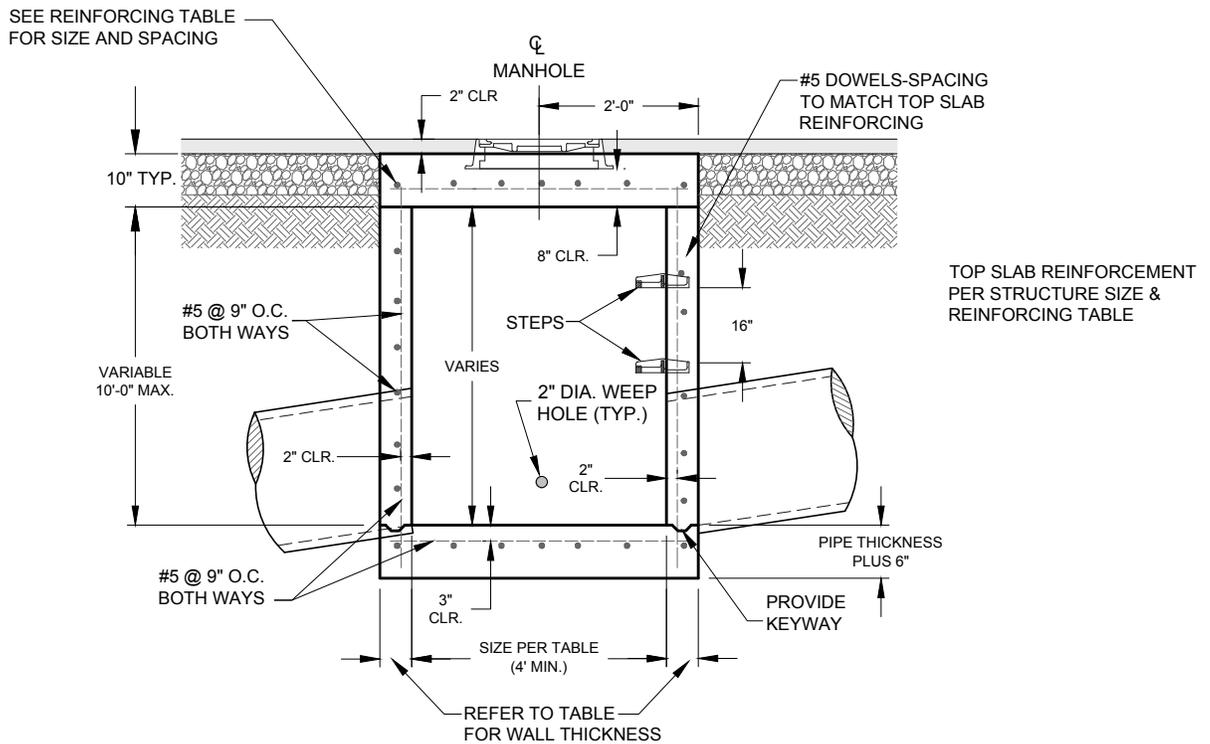
GENERAL NOTES:

1. ALL EXPOSED CORNERS TO HAVE 3/4" CHAMFER.
2. STEPS SHALL BE INSTALLED IN ALL INLETS 4'-0" HIGH AND OVER OR AS DIRECTED BY THE ENGINEER.
3. ALL REINFORCING BARS SHALL BE GRADE 60 AND HAVE MIN. 1" COVER.
4. CONCRETE SHALL HAVE A MIN. COMPRESSIVE STRENGTH OF 3,500 PSI @ 28 DAYS.
5. ALL WORK SHALL COMPLY WITH SECTION 609 OF THE AHTD STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2014 EDITION.
6. BOXES LOCATED ON CURVED SECTIONS SHALL CONFORM TO THE CURVATURE OF THE CURB.
7. BASE AND INLET WALLS SHALL BE CAST MONOLITHICALLY.
8. PIPES MAY ENTER JUNCTION BOX FROM ANY ANGLE OR ELEVATION AS MAY BE APPROVED BY THE ENGINEER.
9. ALTERNATE JUNCTION BOX DESIGNS MAY BE SUBSTITUTED AS APPROVED BY THE ENGINEER.
10. HEAVY DUTY RING AND COVER SHALL BE USED WHEN BOX IS LOCATED WITHIN THE ROADWAY OR A CURB RADIUS.
11. HEAVY DUTY RING AND COVER TO BE EAST JORDAN V-1600-2 & 1348A OR APPROVED EQUAL.

INSIDE DIMENSION	DIAMETER OF OUTLET PIPE	MIN. WALL THICKNESS	TOP CONCRETE SLAB REINFORCING
4'	15" - 18"	6"	# 5'S @ 6" O.C. E.W.
5'	24" - 42"	8"	# 5'S @ 6" O.C. E.W.
6'	48" - 54"	8"	# 5'S @ 6" O.C. E.W.



PLAN VIEW



ELEVATION



CITY OF CONWAY STREET & ENGINEERING DEPARTMENT
 100 EAST ROBINS
 CONWAY, ARKANSAS 72032
 501-450-6165

TITLE:	DRAINAGE DETAILS	DATE: FEBRUARY 2017	SHEET:
DESCRIPTION:	JUNCTION BOX (IN ASPHALT)	REVISED	
DRAWN BY: NTR	CHECKED BY: BFV	FILE NAME: D-2A JUNCTION BOX IN ASPHALT.dwg	

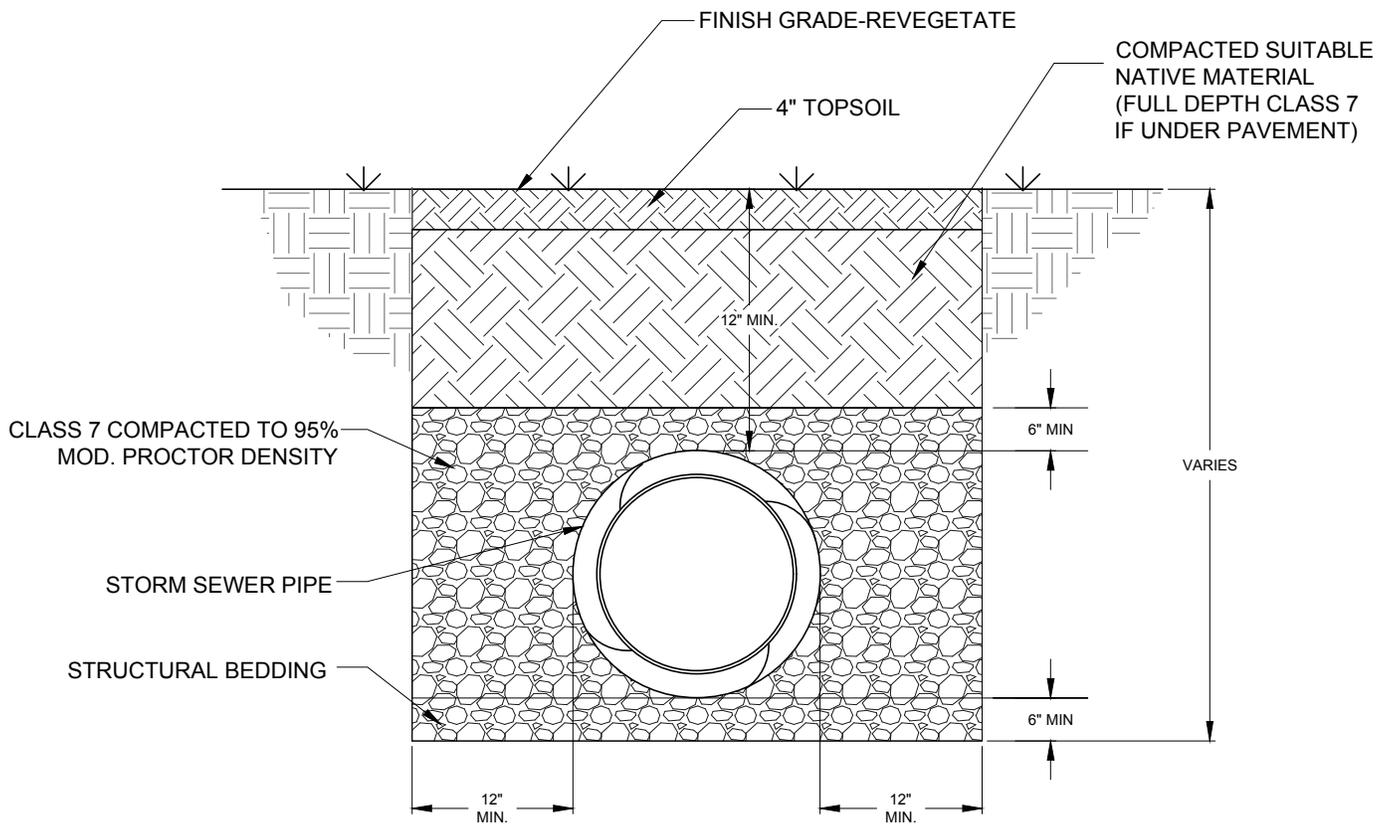
D-2A

NOTES:

1. ALL TRENCH EXCAVATION SHALL BE IN ACCORDANCE WITH OSHA REQUIREMENTS.
2. ALL WORK SHALL COMPLY WITH SECTION 606 OF THE AHTD STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2014 EDITION.
3. ALL PIPE SHALL BE PROTECTED DURING CONSTRUCTION BY A COVER SUFFICIENT TO PREVENT DAMAGE FROM PASSAGE OF EQUIPMENT.
4. THE MINIMUM TRENCH WIDTH SHALL BE THE OUTSIDE DIAMETER OF THE PIPE PLUS 24 INCHES. THE MAXIMUM ALLOWABLE TRENCH WIDTH SHALL BE THE MINIMUM WIDTH PRACTICABLE FOR WORKING CONDITIONS.
5. MULTIPLE PIPE CULVERTS SHALL BE INSTALLED WITH A MINIMUM CLEARANCE OF 24 INCHES BETWEEN STRINGS OF PIPE.
6. MATERIAL IN THE HAUNCH AND OUTER STRUCTURAL BEDDING SHALL BE COMPACTED TO 95% OF THE MODIFIED PROCTOR DENSITY.
7. FULL DEPTH CLASS 7 BACKFILL COMPACTED TO 95% MODIFIED PROCTOR DENSITY REQUIRED UNDER ALL PAVEMENT.

CONSTRUCTION SEQUENCE:

1. PLACE STRUCTURAL BEDDING MATERIAL TO GRADE. DO NOT COMPACT.
2. INSTALL PIPE TO GRADE.
3. COMPACT STRUCTURAL BEDDING OUTSIDE THE MIDDLE THIRD OF THE PIPE.
4. COMPLETE STRUCTURAL BACKFILL OPERATION BY WORKING FROM SIDE TO SIDE OF THE PIPE. THE SIDE TO SIDE STRUCTURAL BACKFILL DIFFERENTIAL SHALL NOT EXCEED 24 INCHES OR 1/3 THE SIZE OF THE PIPE, WHICHEVER IS LESS.



STORM SEWER (NON-RIGID PIPE)



CITY OF CONWAY STREET &
ENGINEERING DEPARTMENT
100 EAST ROBINS
CONWAY, ARKANSAS 72032
501-450-6165

TITLE:	DRAINAGE DETAILS		DATE: FEBRUARY 2017
DESCRIPTION:	STORM SEWER (NON - RIGID PIPE)		REVISIONS
DRAWN BY: NTR	CHECKED BY: BFV	FILE NAME: D-3 STORM SEWER (NON-RIGID PIPE).dwg	----

SHEET:

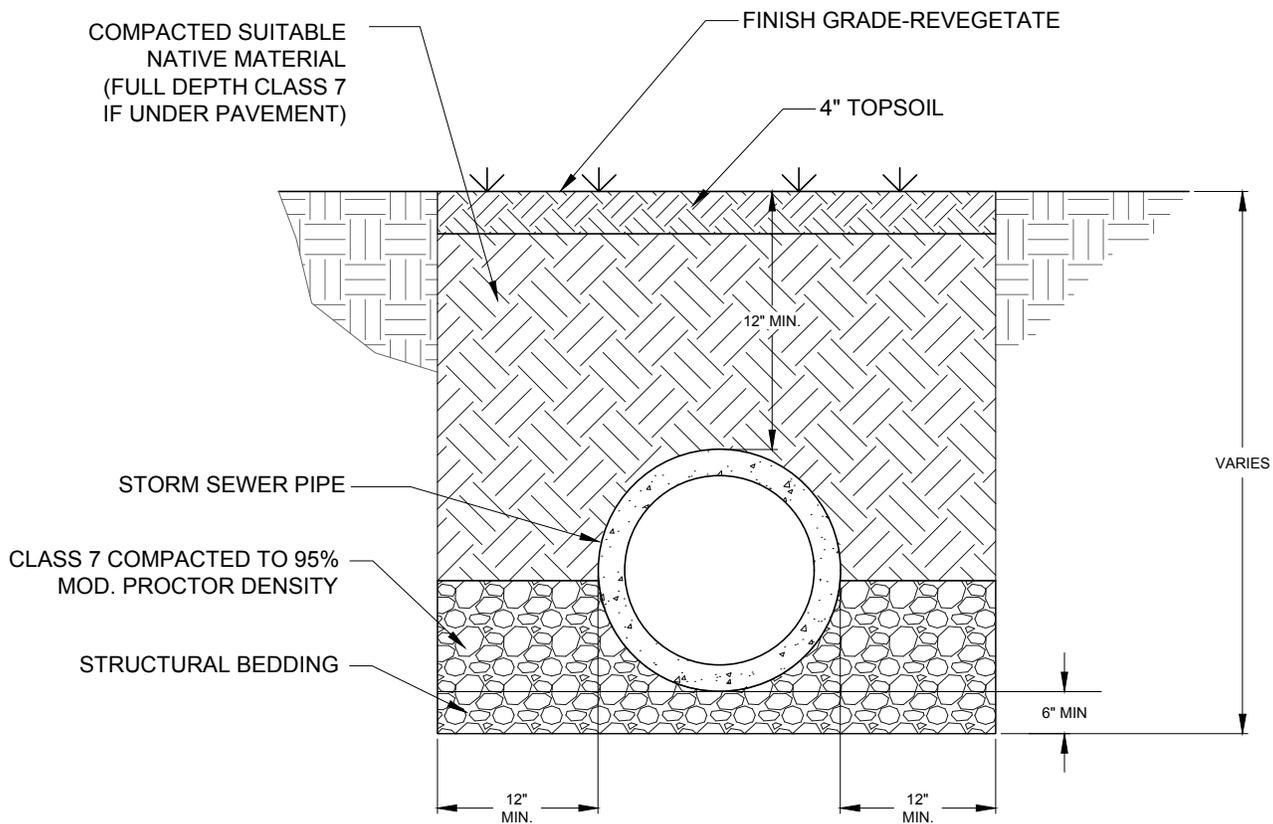
D-3

NOTES:

1. ALL TRENCH EXCAVATION SHALL BE IN ACCORDANCE WITH OSHA REQUIREMENTS.
2. ALL WORK SHALL COMPLY WITH SECTION 606 OF THE AHTD STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2014 EDITION.
3. ALL PIPE SHALL BE PROTECTED DURING CONSTRUCTION BY A COVER SUFFICIENT TO PREVENT DAMAGE FROM PASSAGE OF EQUIPMENT.
4. THE MINIMUM TRENCH WIDTH SHALL BE THE OUTSIDE DIAMETER OF THE PIPE PLUS 24 INCHES. THE MAXIMUM ALLOWABLE TRENCH WIDTH SHALL BE THE MINIMUM WIDTH PRACTICABLE FOR WORKING CONDITIONS.
5. MULTIPLE PIPE CULVERTS SHALL BE INSTALLED WITH A MINIMUM CLEARANCE OF 24 INCHES BETWEEN STRINGS OF PIPE.
6. MATERIAL IN THE HAUNCH AND OUTER STRUCTURAL BEDDING SHALL BE COMPACTED TO 95% OF THE MODIFIED PROCTOR DENSITY.
7. FULL DEPTH CLASS 7 BACKFILL COMPACTED TO 95% MODIFIED PROCTOR DENSITY REQUIRED UNDER ALL PAVEMENT.

CONSTRUCTION SEQUENCE:

1. PLACE STRUCTURAL BEDDING MATERIAL TO GRADE. DO NOT COMPACT.
2. INSTALL PIPE TO GRADE.
3. COMPACT STRUCTURAL BEDDING OUTSIDE THE MIDDLE THIRD OF THE PIPE.
4. PLACE AND COMPACT THE HAUNCH AREA UP TO THE MIDDLE OF THE PIPE.
5. COMPLETE BACKFILL ACCORDING TO SPECIFICATIONS LISTED ABOVE.



STORM SEWER (RIGID PIPE)

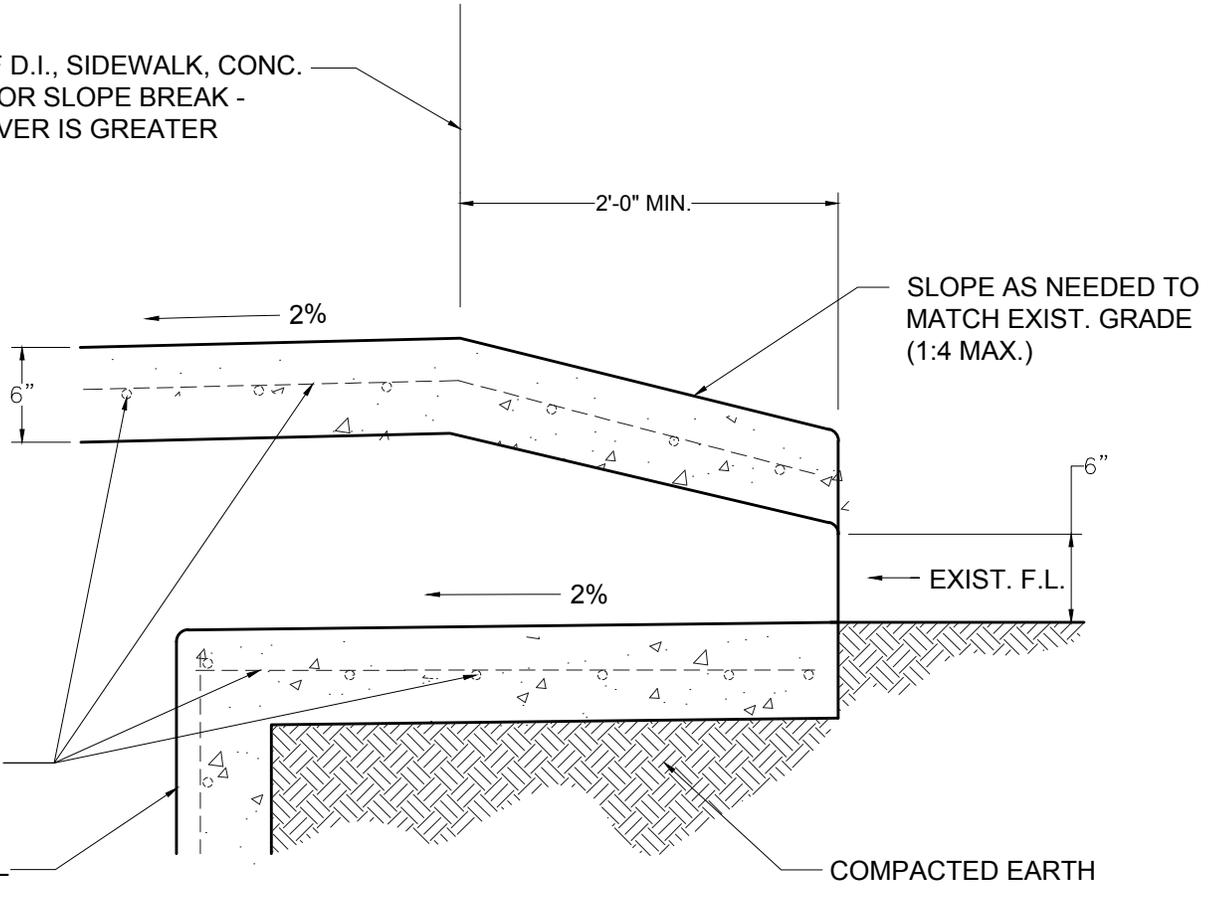


CITY OF CONWAY STREET & ENGINEERING DEPARTMENT
 100 EAST ROBINS
 CONWAY, ARKANSAS 72032
 501-450-6165

TITLE:	DRAINAGE DETAILS	DATE: FEBRUARY 2017	SHEET:
DESCRIPTION:	STORM SEWER (RIGID PIPE)	REVISED	

DRAWN BY: NTR	CHECKED BY: BVF	FILE NAME: D-4 STORM SEWER (RIGID PIPE).dwg	

BACK OF D.I., SIDEWALK, CONC.
ISLAND, OR SLOPE BREAK -
WHICHEVER IS GREATER



#5 BARS @ 9" O.C.
EACHWAY

BACK WALL
OF INLET

COMPACTED EARTH

WHEN OPENING IN BACK IS CALLED FOR ON PLANS,
EXTEND OPENING AS SHOWN IN DETAIL.

BACK OPENING

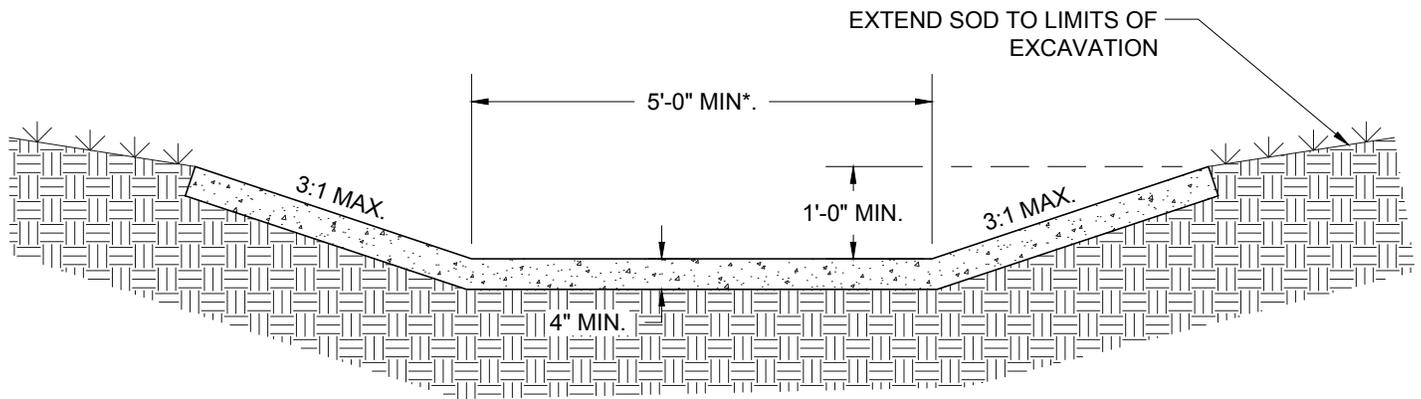


CITY OF CONWAY STREET &
ENGINEERING DEPARTMENT
100 EAST ROBINS
CONWAY, ARKANSAS 72032
501-450-6165

TITLE:	DRAINAGE DETAILS
DESCRIPTION:	BACK OPENING
DRAWN BY:	NTR
CHECKED BY:	BFV
FILE NAME:	D-5 BACK OPENING.dwg

DATE:	FEBRUARY 2017
REVISIONS:	----

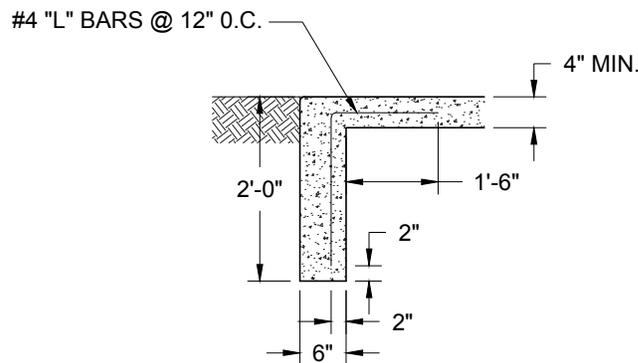
SHEET:
D-5



*ACTUAL DIMENSION TO BE DETERMINED BY
HYDROLOGIC & HYDRAULIC CALCULATIONS

CONCRETE DITCH SECTION

N.T.S.



TOE WALL DETAIL FOR END OF DITCH

NOTES:

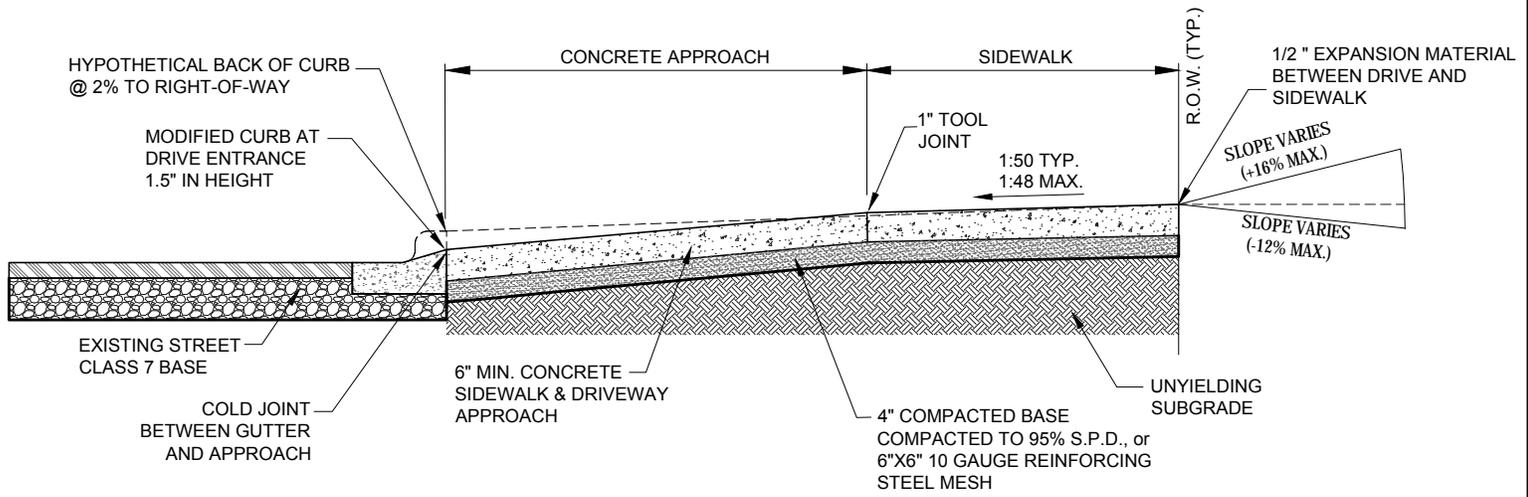
1. ALL MATERIALS & CONSTRUCTION SHALL COMPLY WITH SECTION 605 OF THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2014 EDITION.
2. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,500 PSI @ 28 DAYS WITH 5-1/2% ± 1-1/2% AIR ENTRAINMENT AND A MAXIMUM 4" SLUMP.
3. THE FULL WIDTH OF EACH SECTION SHALL BE POURED MONOLITHICALLY.
4. TOE WALLS TO BE CONSTRUCTED FULL WIDTH AT EACH END OF DITCH PAVING AND POURED MONOLITHICALLY.
5. SOLID SOD ALONG DITCH PAVING TO BE PLACED WITHIN 14 DAYS OF DITCH PAVING CONSTRUCTION.
6. 1" WIDE TRANSVERSE EXPANSION JOINTS SHALL BE PLACED IN CONCRETE DITCH PAVING AT 45' INTERVALS. THE SPACE SHALL BE FILLED WITH APPROVED JOINT FILLER COMPLYING WITH AASHTO M213.



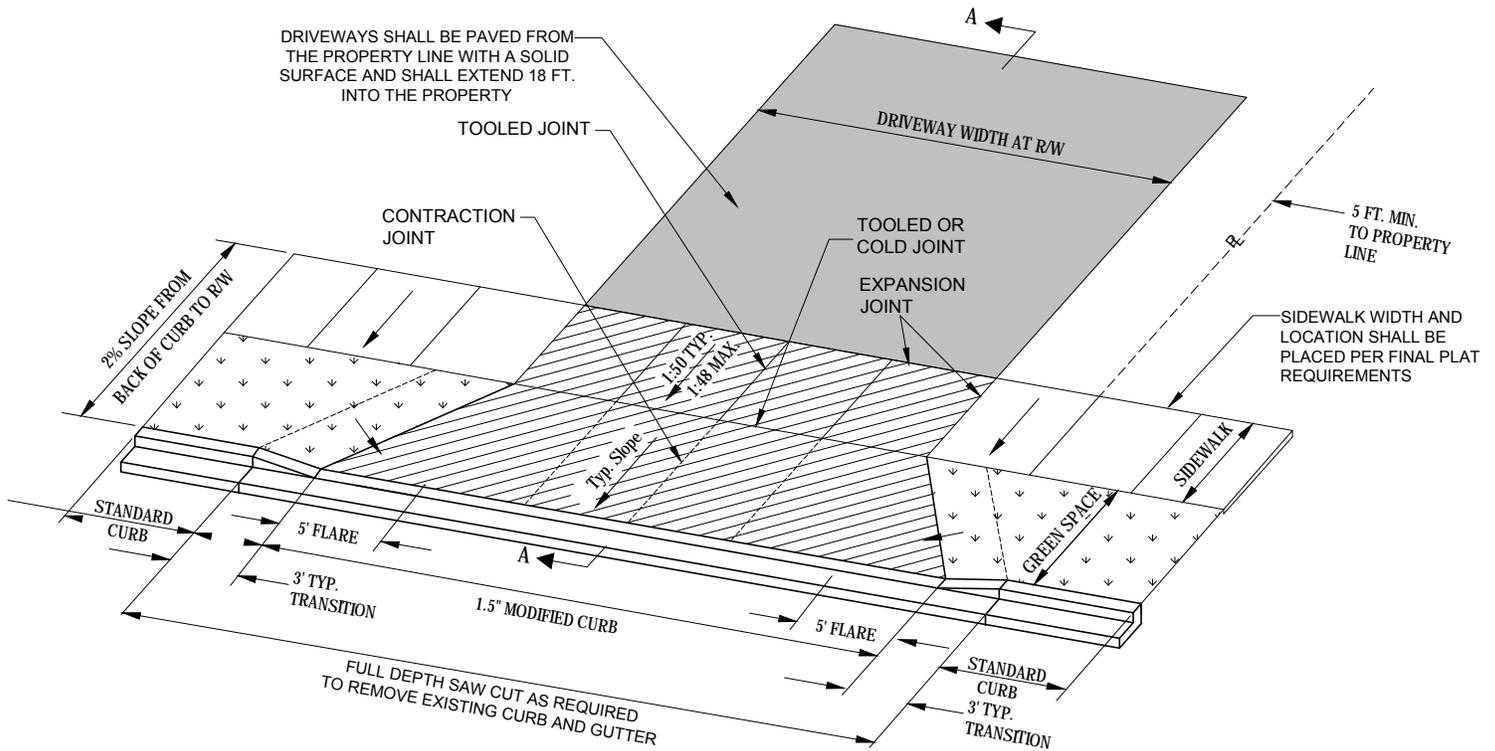
CITY OF CONWAY STREET &
ENGINEERING DEPARTMENT
100 EAST ROBINS
CONWAY, ARKANSAS 72032
501-450-6165

TITLE:	DRAINAGE DETAILS	DATE: FEBRUARY 2017	SHEET:
DESCRIPTION:	CONCRETE DITCH PAVING	REVISED	

DRAWN BY: NTR	CHECKED BY: BFV	FILE NAME: D-6 CONCRETE DITCH.dwg	



SECTION A-A
N.T.S.



PLAN VIEW
N.T.S.

NOTES:

1. FULL DEPTH EXPANSION JOINTS (FOUR INCHES) SHALL BE PROVIDED AT THE EDGE OF THE SIDEWALK OPPOSITE THE STREET.
2. CONCRETE TO BE SAW-CUT OR PLACE A TOOL JOINT AT THE CENTER OF DRIVE AND SEALED. IF POSSIBLE CONTRACTOR SHALL TRY TO ALIGN THE JOINT AT THE CENTER OF THE DRIVE WITH THE A JOINT IN THE ADJACENT SIDEWALK.
3. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,500 PSI @ 28 DAYS WITH 5-1/2% ± 1-1/2% AIR ENTRAINMENT AND A MAXIMUM 4" SLUMP.
4. ALL WORK SHALL COMPLY WITH SECTION 505 OF THE ARKANSAS HIGHWAY AND TRANSPORTATION STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION, 2014 EDITION



CITY OF CONWAY STREET & ENGINEERING DEPARTMENT
100 EAST ROBINS
CONWAY, ARKANSAS 72032
501-450-6165

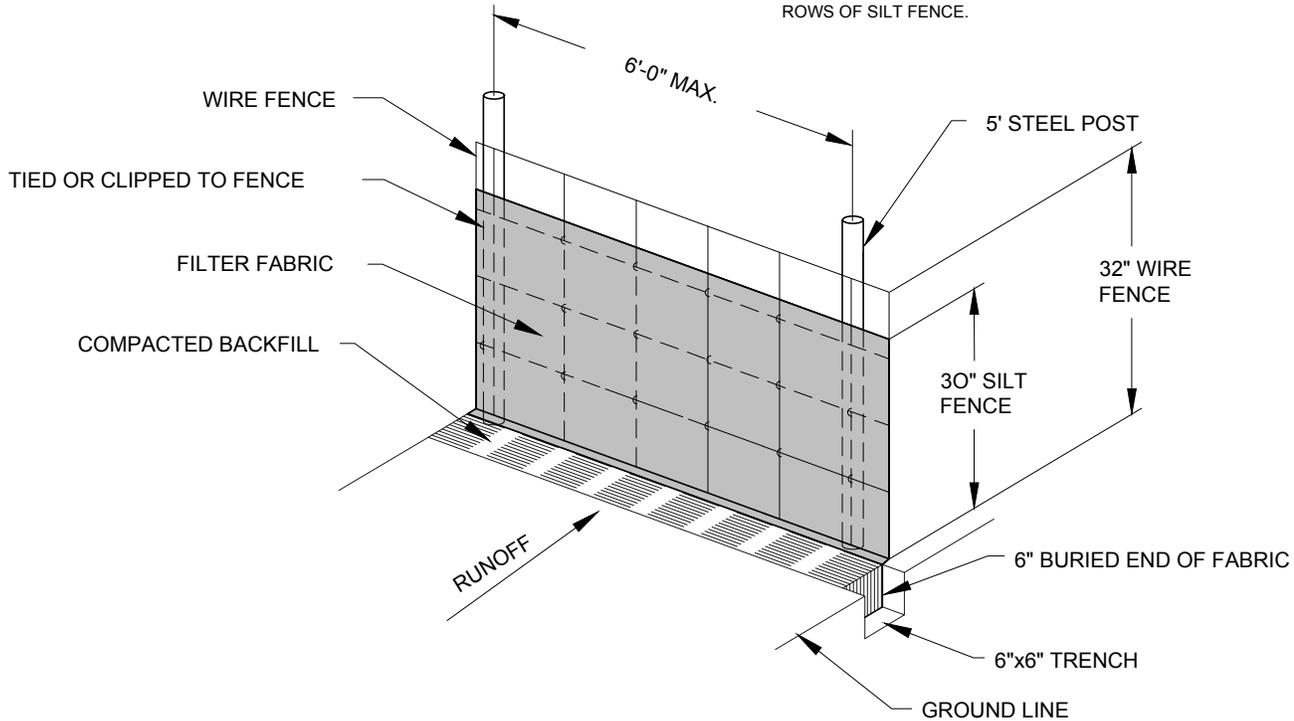
TITLE: DRIVEWAY DETAILS		DATE: FEBRUARY 2017	SHEET:
DESCRIPTION: STANDARD RESIDENTIAL DRIVEWAY WITH GREENSPACE CURB AND GUTTER REMOVED		REVISED	
DRAWN BY: NTR		---	
CHECKED BY: Bfv		---	
FILE NAME: DW-2 DRIVEWAY (RESIDENTIAL).dwg		---	

DW-2

Maximum Slope Length for Silt Fence		
Slope-Percent	Maximum Slope Length (ft) Above Fence	
	Standard (18" High) Silt Fence	Reinforced (30" High) Silt Fence
2 (or less)	150	250
5	100	250
10	50	150
15	35	100
20	25	70
25	20	55
30	15	45
35	15	40
40	15	35
45	10	30
50	10	25

NOTES:

1. THE SLOPE LENGTH SHOWN IS THE DISTANCE FROM THE FENCE TO THE DRAINAGE DIVIDE OR THE NEAREST UPSLOPE CHANNEL.
2. SLOPE LENGTH CANNOT BE ADDRESSED BY USE OF MULTIPLE ROWS OF SILT FENCE.



SILT FENCE NOTES

1. POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF ONE FOOT.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN (e.g. PAVEMENT), WEIGHT FABRIC FLAP WITH ROCK ON UPHILL SIDE TO PREVENT FLOW FROM SEEPING UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS ATTACHED TO THE FENCE POST. THERE SHALL BE A 3 FOOT OVERLAP, SECURELY FASTENED WHERE ENDS OF FABRIC MEET.
5. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF HALF THE HEIGHT OF THE FENCE. THE SILT SHALL BE DISPOSED OF AT AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

WIRE REINFORCED SILT FENCE

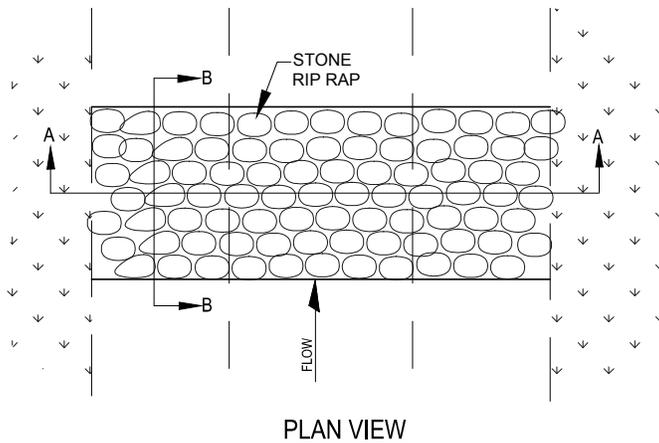
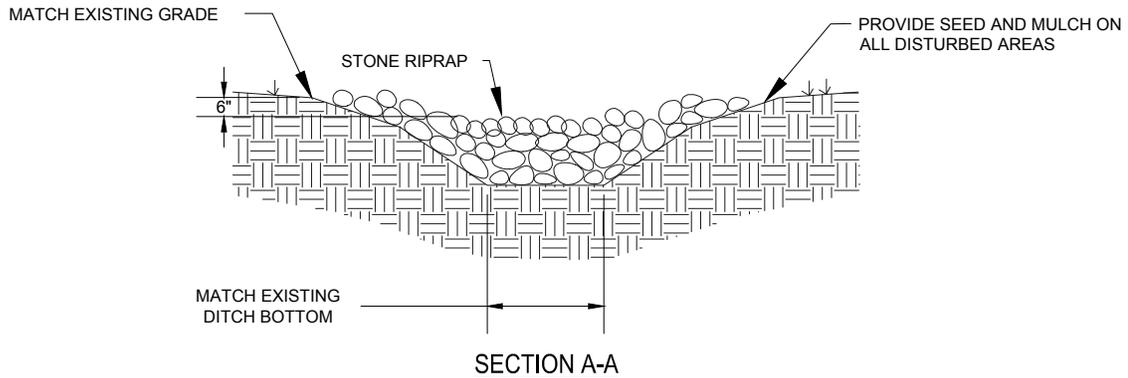
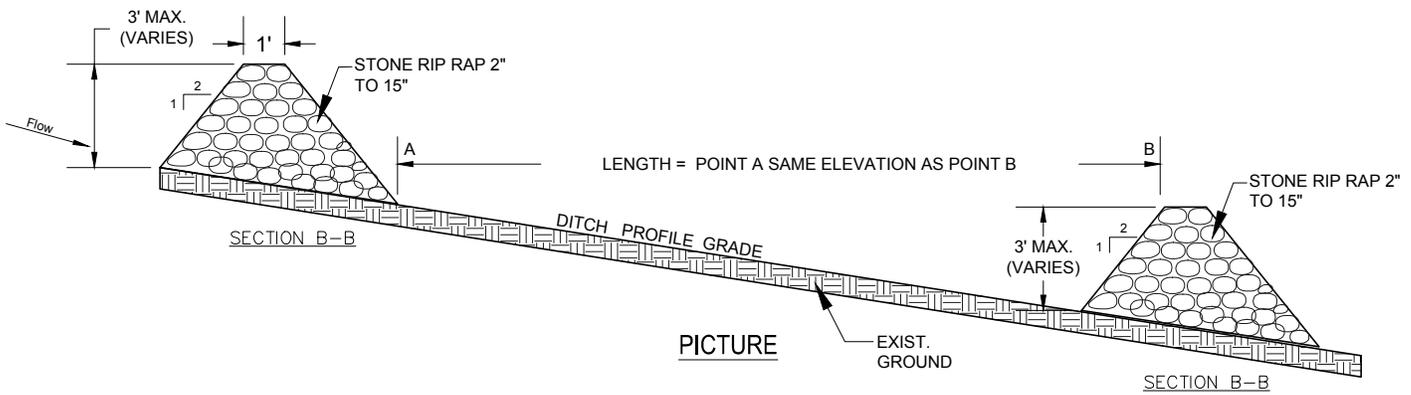
N.T.S.



CITY OF CONWAY STREET & ENGINEERING DEPARTMENT
100 EAST ROBINS
CONWAY, ARKANSAS 72032
501-450-6165

TITLE:	EROSION CONTROL DETAILS	DATE: FEBRUARY 2017
DESCRIPTION:	WIRE REINFORCED SILT FENCE	REVISED
DRAWN BY: NTR	CHECKED BY: BFV	FILE NAME: EC-1 WIRE REINFORCED SILT FENCE.dwg

SHEET:	EC-1
--------	------



INSTALLATION:

1. EXCAVATE KEY-WAY (IF REQUIRED)
2. A GEOTEXTILE FABRIC SHALL BE INSTALLED OVER THE SOIL SURFACE WHERE THE ROCK IS TO BE PLACED (IF REQUIRED)
3. ROCK DIAMETERS SHOULD BE 2" TO 15" IN DIAMETER
4. ROCK DITCH CHECKS SHOULD NOT EXCEED 3 FEET
5. STONES SHOULD BE PLACED UP THE CHANNEL BANKS TO PREVENT WATER FROM CUTTING AROUND THE DITCH CHECK
6. INSTALLATION SHALL BE PLACED EITHER BY HAND OR MECHANICALLY AND NOT JUST DUMPED TO ACHIEVE COMPLETE COVERAGE OF THE DITCH AND ENSURE THE CENTER OF THE DAMN IS LOWER THAN THE EDGES
7. MAXIMUM SPACING BETWEEN MULTIPLE DAMS SHOULD BE SUCH THAT THE TOE OF THE UPSTREAM CHECK IS THE SAME AS THE TOP OF THE DOWNSTREAM CHECK

INSPECTION:

- INSPECT ROCK DITCH CHECKS EVERY (7) CALENDAR DAYS AND WITH-IN 24 HOURS AFTER EACH RAINFALL EVENT THAT PRODUCES 1/2" PRECIPITATION.
- SEDIMENT SHOULD BE REMOVED WHEN IT REACHES 1/2 THE ORIGINAL CHECK HEIGHT
- IN THE CASE OF GRASS-LINED DITCHES OR SWALES, ROCK DITCH CHECKS SHOULD BE REMOVED WHEN THE GRASS HAS MATURED SUFFICIENTLY TO PROTECT THE DITCH OR SWALE, IF THE SLOPE IS 4% OR LESS.
- THE AREA BENEATH THE ROCK DITCH CHECKS SHOULD BE SEEDED AND MULCHED IMMEDIATELY AFTER THE CHECK DAM REMOVAL

ROCK CHECK DAM

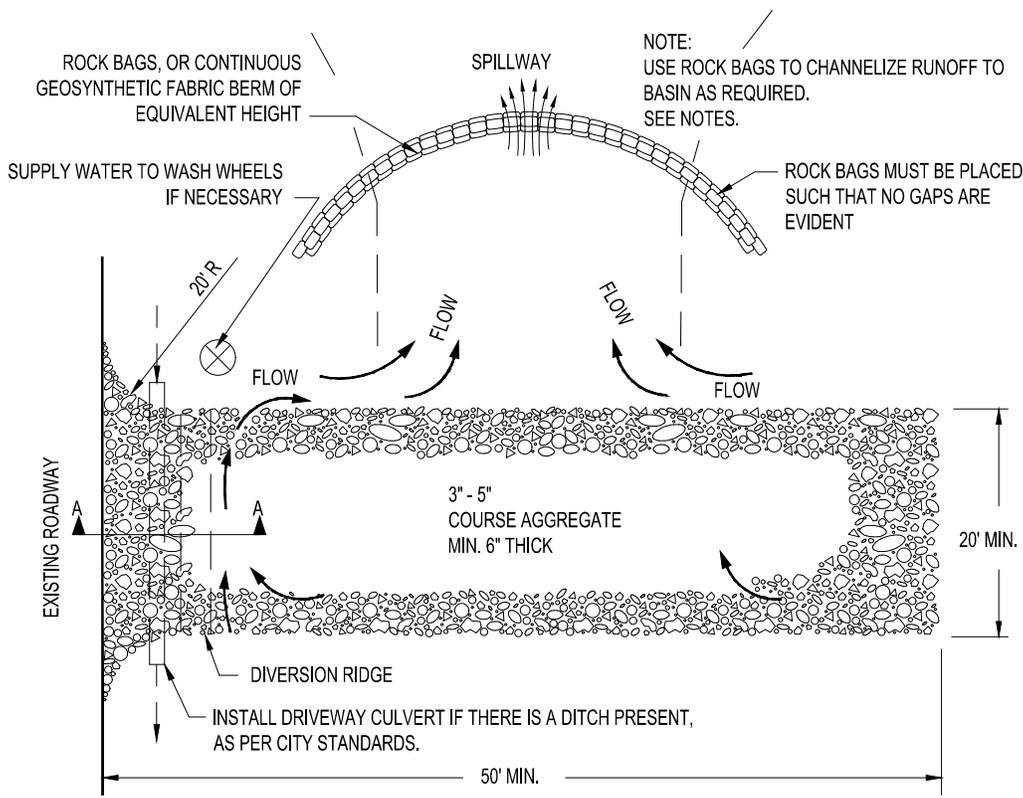
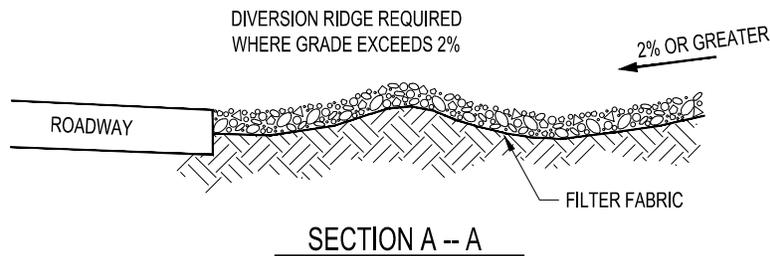
N.T.S.



CITY OF CONWAY STREET & ENGINEERING DEPARTMENT
100 EAST ROBINS
CONWAY, ARKANSAS 72032
501-450-6165

TITLE:	EROSION CONTROL DETAILS	DATE: FEBRUARY 2017	SHEET:
DESCRIPTION:	ROCK CHECK DAM	REVISED	
DRAWN BY: NTR	CHECKED BY: BFV	FILE NAME: EC-2 ROCK CHECK DAM.dwg	

EC-2



NOTE: THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.

STABILIZED CONSTRUCTION EXIT

N.T.S.

NOTES

1. STONE SIZE: 3"-5" OPEN GRADED ROCK.
2. LENGTH: AS EFFECTIVE BUT NOT LESS THAN 50'.
3. THICKNESS: NOT LESS THAN 8".
4. WIDTH: NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS/EGRESS.
5. WASHING - WHEN NECESSARY, WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED TRAP OR SEDIMENT BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
6. MAINTENANCE: THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE CONDITIONS DEMAND, AND REPAIR AND CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENTS SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC ROADWAY MUST BE REMOVED IMMEDIATELY.
7. DRAINAGE: ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.



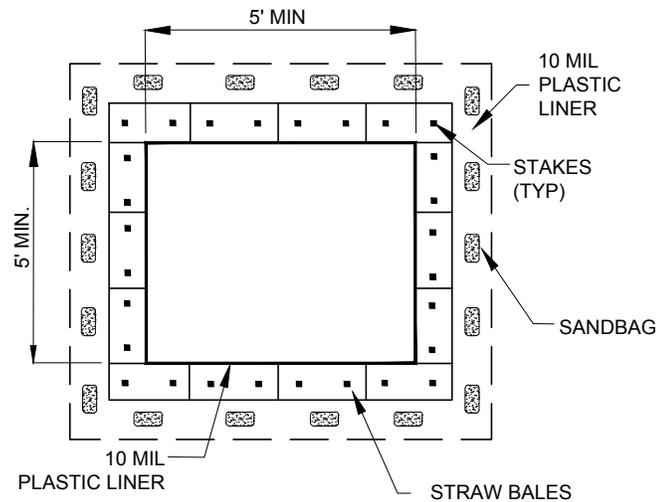
CITY OF CONWAY STREET & ENGINEERING DEPARTMENT
 100 EAST ROBINS
 CONWAY, ARKANSAS 72032
 501-450-6165

TITLE:	EROSION CONTROL DETAILS	DATE: FEBRUARY 2017	SHEET:
DESCRIPTION:	STABILIZED CONSTRUCTION EXIT	REVISED	
DRAWN BY: NTR	CHECKED BY: BJV	FILE NAME: EC-3 CONSTRUCTION EXIT.dwg	

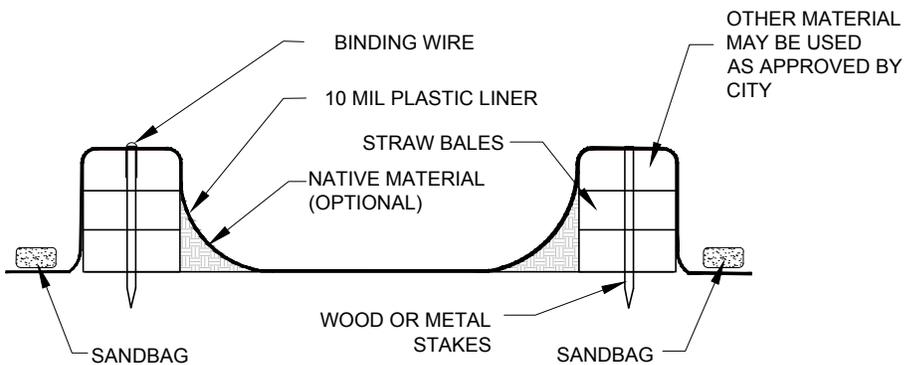
EC-3

WASHOUT NOTES

1. NO WASHING OUT OF CONCRETE TRUCKS OR WASHING OF SWEEPINGS FROM EXPOSED AGGREGATE CONCRETE INTO STORM DRAINS, OPEN DITCHES, STREETS, OR STREAMS IS ALLOWED.
2. EXCESS CONCRETE IS NOT ALLOWED TO BE DUMPED ON-SITE, EXCEPT IN DESIGNATED TEMPORARY CONCRETE WASHOUT PIT AREAS.
3. ON-SITE TEMPORARY CONCRETE WASHOUT AREAS WILL BE LOCATED AT LEAST 50 FEET FROM STORM DRAINS, OPEN DITCHES, OR WATER BODIES AS DETERMINED IN THE FIELD.
4. TEMPORARY CONCRETE WASHOUT FACILITIES WILL BE CONSTRUCTED AND MAINTAINED IN SUFFICIENT QUANTITY AND SIZE TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS.
5. WASHOUT FACILITIES WILL BE CLEANED OUT OR REPLACED ONCE THE WASHOUT IS 75% FULL.
6. PLASTIC LINING MATERIAL WILL BE MINIMUM OF 10 MIL POLYETHYLENE SHEETING AND WILL BE FREE OF HOLES, TEARS, OR OTHER DEFECTS.
7. WHEN WASHOUT FACILITIES ARE NO LONGER REQUIRED FOR WORK, THE HARDENED CONCRETE WILL BE REMOVED AND DISPOSED OF OFFSITE. MATERIALS USED TO CONSTRUCT TEMPORARY CONCRETE WASHOUT FACILITIES WILL BE REMOVED FROM THE SITE AND DISPOSED OF.



PLAN



SECTION

CONCRETE WASHOUT

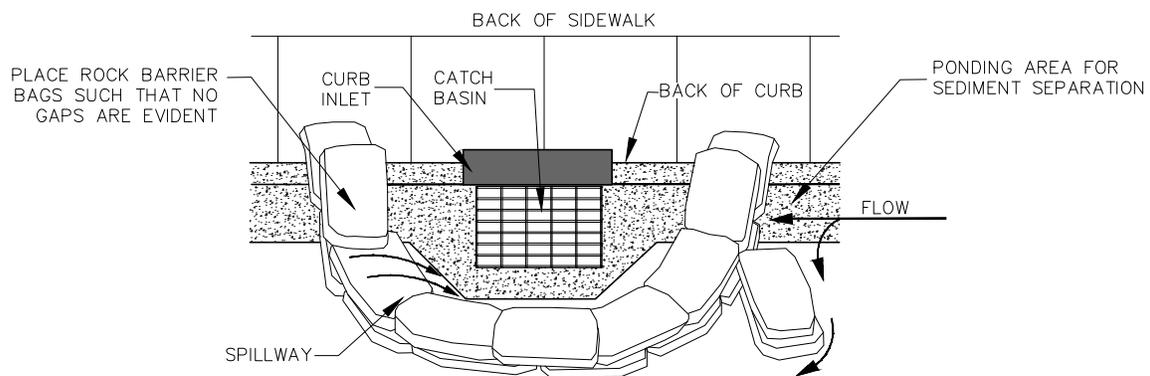
N.T.S.



CITY OF CONWAY STREET &
ENGINEERING DEPARTMENT
100 EAST ROBINS
CONWAY, ARKANSAS 72032
501-450-6165

TITLE:	EROSION CONTROL DETAILS	DATE: FEBRUARY 2017	SHEET:
DESCRIPTION:	CONCRETE WASHOUT	REVISED	
DRAWN BY: NTR	CHECKED BY: BFV	FILE NAME: EC-4 CONCRETE WASHOUT.dwg	

EC-4



NOTES:

1. BAGS OF WOVEN GEOTEXTILE FABRIC, FILLED WITH GRAVEL MUST BE LAYERED SUCH THAT NO GAPS ARE EVIDENT.
2. LEAVE ONE SANDBAG GAP IN THE TOP ROW ON THE SIDE AWAY FROM FLOW, TO PROVIDE A SPILLWAY; OR IN THE CENTER IF PONDING IS NEEDED ON BOTH SIDES.
3. INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT, SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY

CURB INLET PROTECTION

N.T.S.

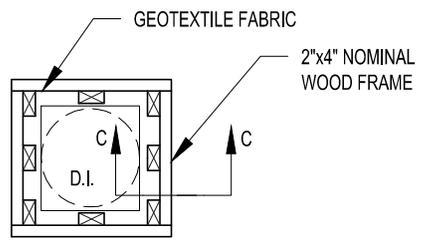
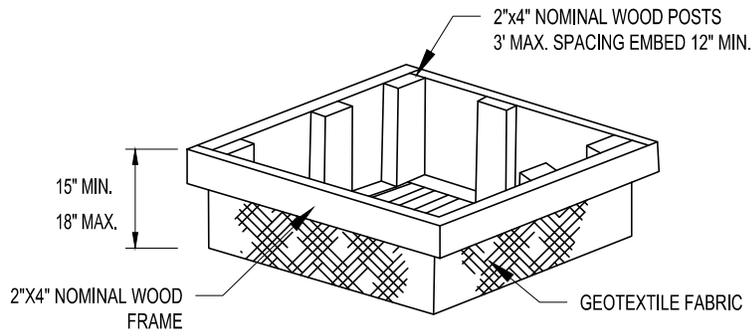


CITY OF CONWAY STREET &
ENGINEERING DEPARTMENT
100 EAST ROBINS
CONWAY, ARKANSAS 72032
501-450-6165

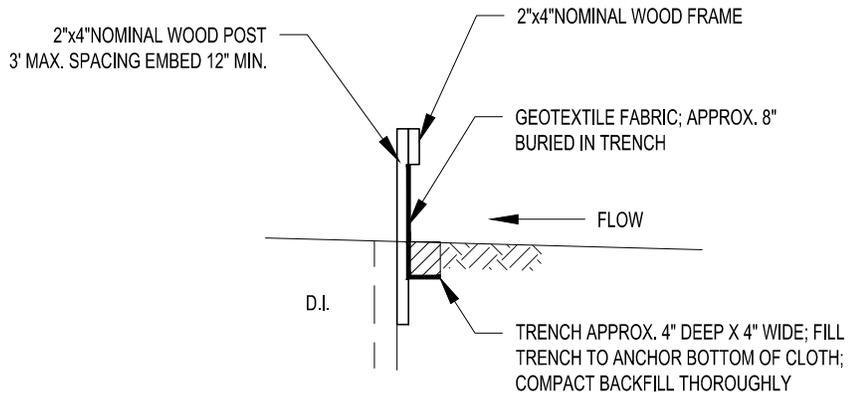
TITLE:	EROSION CONTROL DETAILS	DATE: FEBRUARY 2017	SHEET:
DESCRIPTION:	CURB INLET PROTECTION	REVISED	

DRAWN BY: NTR	CHECKED BY: BFV	FILE NAME: EC-5 CURB INLET PROTECTION.dwg	

EC-5



PLAN



SECTION C-C

SILT FENCE AT DROP INLET

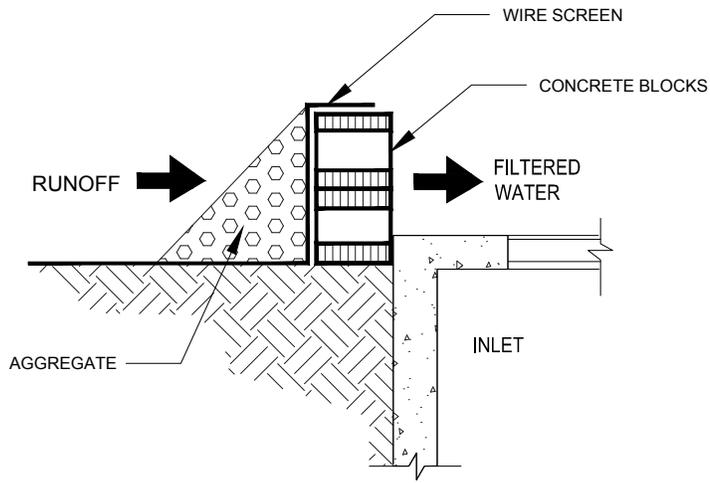
N.T.S.



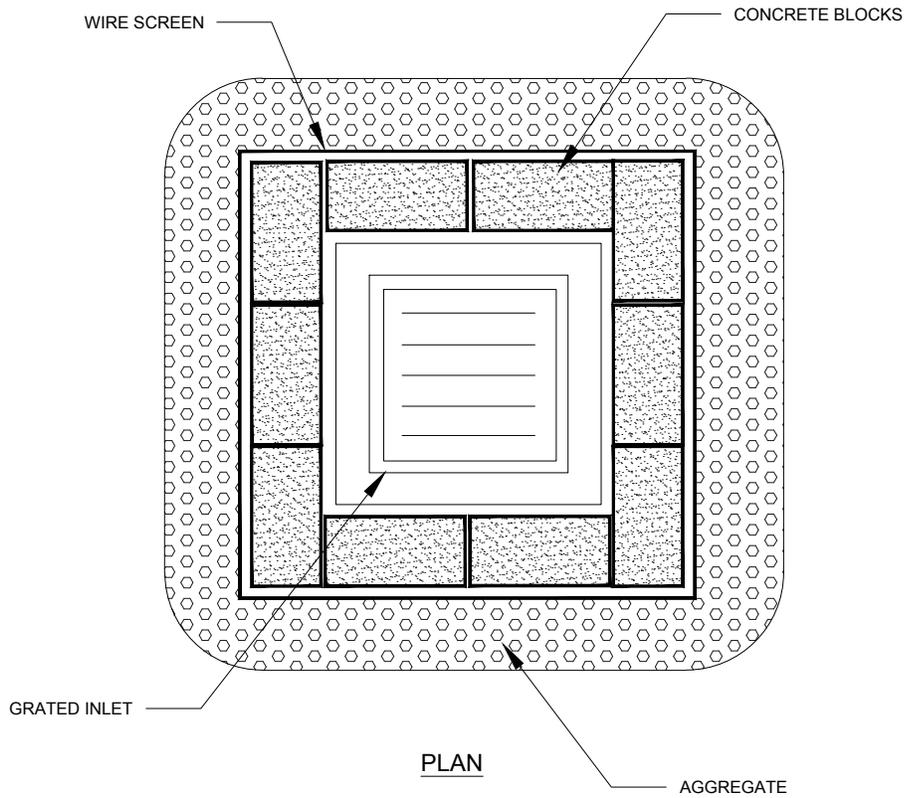
CITY OF CONWAY STREET & ENGINEERING DEPARTMENT
 100 EAST ROBINS
 CONWAY, ARKANSAS 72032
 501-450-6165

TITLE:	EROSION CONTROL DETAILS	DATE: FEBRUARY 2017
DESCRIPTION:	SILT FENCE AT DROP INLET	REVISED
DRAWN BY: NTR	CHECKED BY: BFV	FILE NAME: EC-6 DROP INLET SILT FENCE.dwg

SHEET:	EC-6
--------	-------------



SECTION



PLAN

BLOCK & STONE INLET PROTECTION

N.T.S.

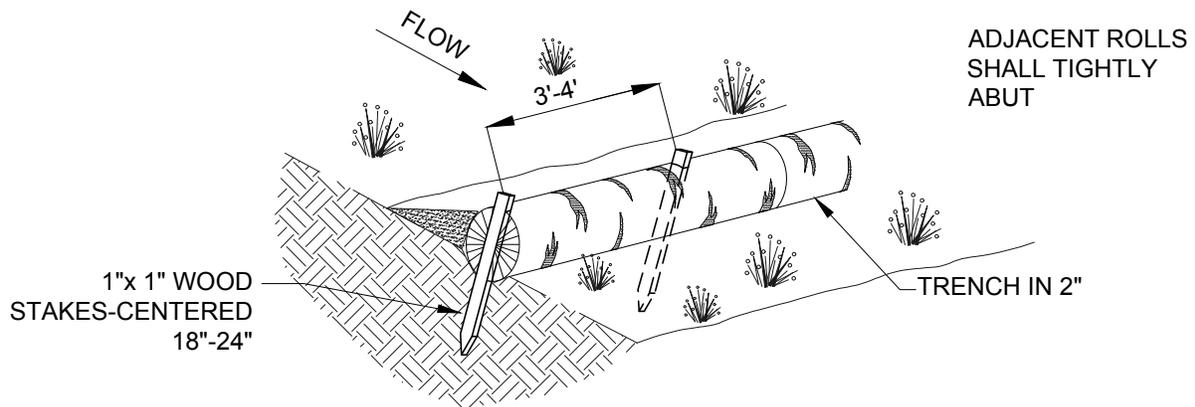


CITY OF CONWAY STREET &
ENGINEERING DEPARTMENT
100 EAST ROBINS
CONWAY, ARKANSAS 72032
501-450-6165

TITLE:	EROSION CONTROL DETAILS	DATE: FEBRUARY 2017	SHEET:
DESCRIPTION:	BLOCK & STONE INLET PROTECTION	REVISED	
DRAWN BY: NTR	CHECKED BY: BFV	FILE NAME: EC-7 BLOCK & STONE INLET PROTECTION.dwg	

EC-7

WATTLE SPACING	
SLOPE	MAXIMUM SPACING
1:1	20'
2:1	30'
3:1	40'
4:1	50'



INSTALLATION NOTES

1. WATTLES SHALL CONSIST OF STRAW, COMPOST, EXCELSIOR, OR COCONUT FIBER.
2. NOT FOR USE IN CONCENTRATED FLOW AREAS.
3. THE WATTLES SHALL BE TRENCHED INTO THE GROUND A MINIMUM OF TWO (2) INCHES.
4. WATTLES SHALL BE INSTALLED PER MANUFACTURERS SPECIFICATIONS.
5. ON SLOPES, WATTLES SHOULD BE INSTALLED ON CONTOUR WITH A SLIGHT UPWARD CURVE AT THE END OF THE ROW IN ORDER TO CREATE PONDING.
6. RUNNING LENGTHS OF WATTLES SHOULD BE ABUTTED FIRMLY TO ENSURE NO LEAKAGE AT THE ABUTMENTS.
7. WHEN INSTALLING RUNNING LENGTHS OF WATTLES, BUTT THE SECOND WATTLE TIGHTLY AGAINST THE FIRST, DO NOT OVERLAP THE ENDS. STAKE THE WATTLES AT EACH END AND FOUR FOOT ON CENTER.
8. STAKES SHOULD BE DRIVEN THROUGH THE MIDDLE OF THE WATTLE. LEAVING 2 - 3 INCHES OF THE STAKE PROTRUDING ABOVE THE WATTLE. WHEN INSTALLING WATTLES ON SLOPES, DRIVE THE STAKES PERPENDICULAR TO THE SLOPE.
9. DRIVE THE FIRST END STAKE OF THE SECOND WATTLE AT AN ANGLE TOWARD THE FIRST WATTLE IN ORDER TO HELP ABUT THEM TIGHTLY TOGETHER.
10. THE CITY RECOMMENDS USING WOOD STAKES TO SECURE THE WATTLES. 1/2" TO 5/8" REBAR IS ALSO ACCEPTABLE WITH A SAFETY CAP.. BE SURE TO USE A STAKE THAT IS LONG ENOUGH TO PROTRUDE SEVERAL INCHES ABOVE THE WATTLE.
11. THE CONTRACTOR SHALL INSPECT WATTLES EVERY TWO WEEKS AND AFTER ANY SIGNIFICANT STORM EVENT AND MAKE REPAIRS OR REMOVE SEDIMENT ACCUMULATED BEHIND WATTLE AS NECESSARY.
12. SEDIMENT ACCUMULATED BEHIND WATTLE SHALL BE REMOVED WHEN THE SEDIMENT HAS ACCUMULATED TO ONE HALF THE DIAMETER OF THE WATTLE.
13. WATTLES SHALL REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND IS ACCEPTED BY THE CITY.

WATTLE

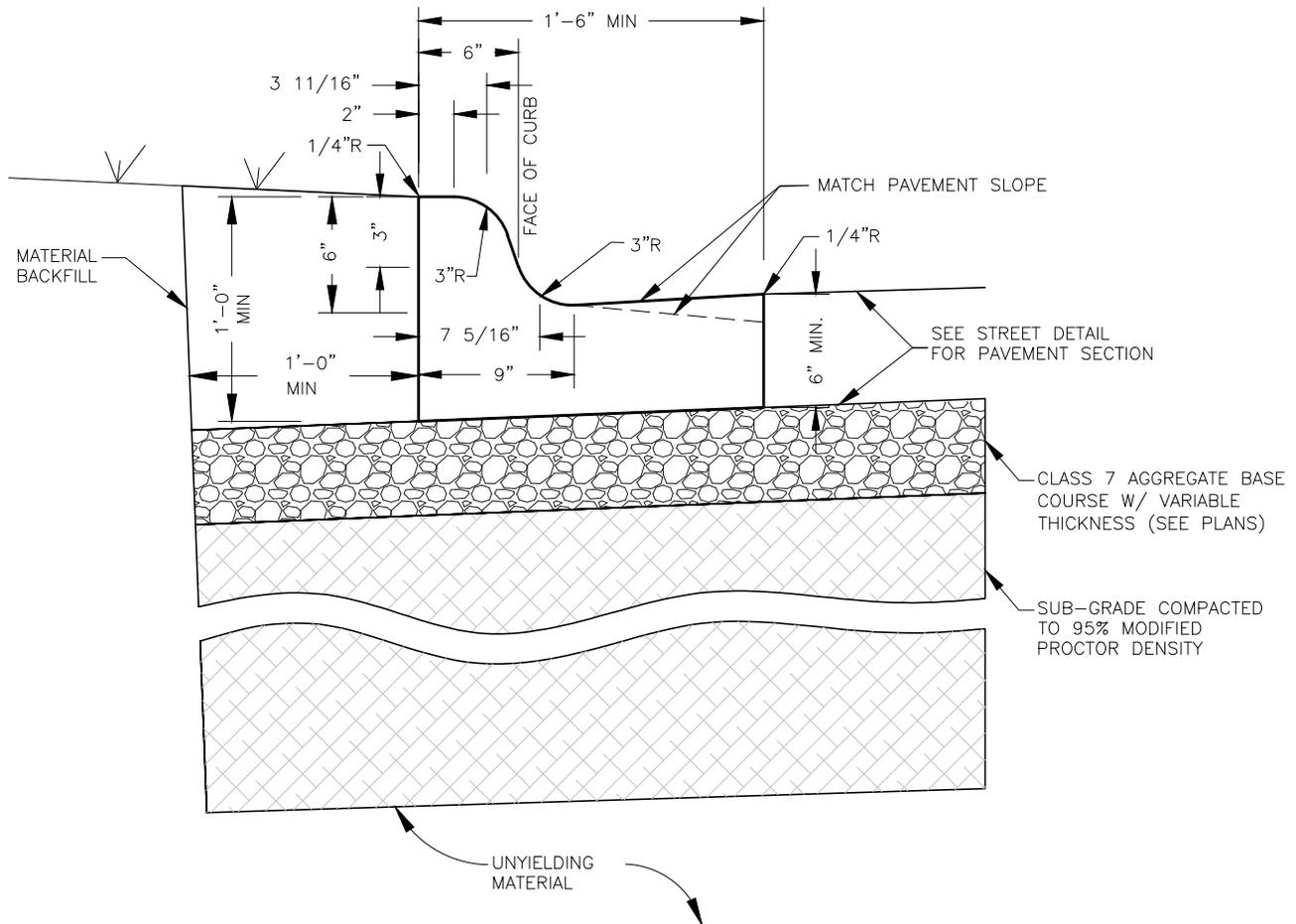
N.T.S.



CITY OF CONWAY STREET & ENGINEERING DEPARTMENT
 100 EAST ROBINS
 CONWAY, ARKANSAS 72032
 501-450-6165

TITLE:	EROSION CONTROL DETAILS	DATE: FEBRUARY 2017	SHEET:
DESCRIPTION:	WATTLE	REVISED	
DRAWN BY: NTR	CHECKED BY: BFV	FILE NAME: EC-8 WATTLE.dwg	

EC-8



CURB & GUTTER NOTES:

1. CONTRACTION JOINTS SHALL BE 1/8" TO 3/8" X 1 1/2" AT 15 FT. INTERVALS. ALL CONTRACTION JOINTS AND COLD JOINTS SHALL BE FILLED WITH JOINT SEALANT TO FINISHED GRADE.
2. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,500 PSI @ 28 DAYS WITH 5-1/2% ± 1-1/2% AIR ENTRAINMENT.
3. EXPANSION MATERIAL SHALL BE REQUIRED AT ALL STATIONARY STRUCTURES AND ENDS OF CURB RETURNS. THE EXPANSION MATERIAL SHALL BE 1/2" ASPHALT IMPREGNATED FIBERBOARD CONFORMING TO AASHTO M-213. EXPANSION JOINT MATERIAL SHALL BE LEFT 1/2" LOWER THAN GRADE OR TRIMMED 1/2" LOWER THAN GRADE.
4. EXPANSION JOINTS SHALL BE FILLED WITH JOINT SEALANT SHAPED TO THE CROSS SECTION OF THE CURB AND CONSTRUCTED AT RIGHT ANGLES WITH THE CURB LINE.
5. CONCRETE JOINT SEALANT SHALL COMPLY WITH SECTION 501.02 (h) OF THE AHTD STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION, 2014 EDITION.
6. FINISH SHALL BE MEDIUM BROOM FINISH.
7. ALL WORK SHALL COMPLY WITH SECTION 634 OF THE AHTD STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION, 2014 EDITION.

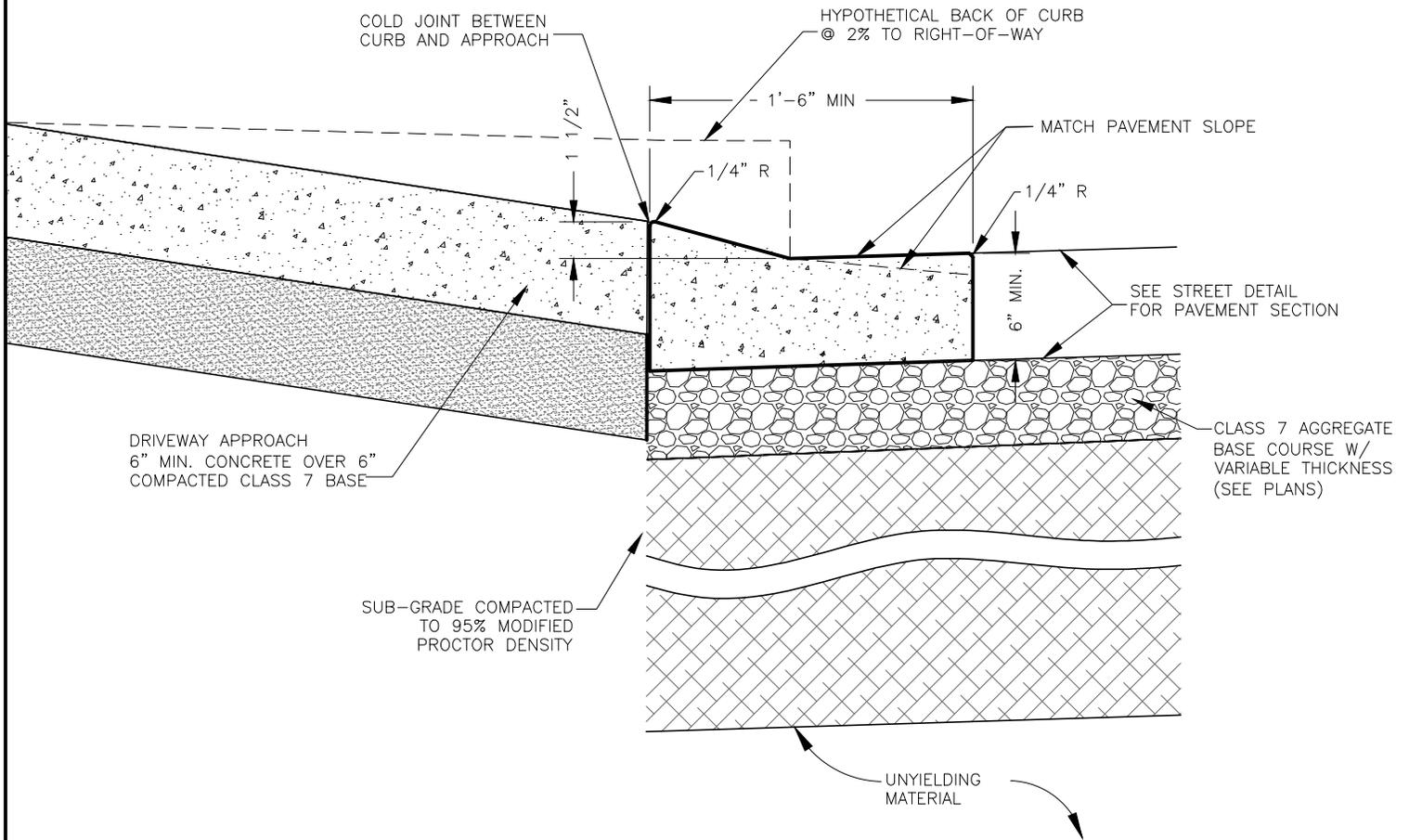


CITY OF CONWAY STREET & ENGINEERING DEPARTMENT
 100 EAST ROBINS
 CONWAY, ARKANSAS 72032
 501-450-6165

TITLE:	STREET DETAILS
DESCRIPTION:	TYPE 'A' CURB & GUTTER
DRAWN BY:	NTR
CHECKED BY:	BFV
FILE NAME:	ST-1 CURB & GUTTER.dwg

DATE:	FEBRUARY 2017
SHEET:	REVISED

ST-1



CURB & GUTTER NOTES:

1. CONTRACTION JOINTS SHALL BE 1/8" TO 3/8" X 1 1/2" AT 15 FT. INTERVALS. ALL CONTRACTION JOINTS AND COLD JOINTS SHALL BE FILLED WITH JOINT SEALANT TO FINISHED GRADE.
2. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,500 PSI @ 28 DAYS WITH 5-1/2% ± 1-1/2% AIR ENTRAINMENT.
3. EXPANSION MATERIAL SHALL BE REQUIRED AT ALL STATIONARY STRUCTURES AND ENDS OF CURB RETURNS. THE EXPANSION MATERIAL SHALL BE 1/2" ASPHALT IMPREGNATED FIBERBOARD CONFORMING TO AASHTO M-213. EXPANSION JOINT MATERIAL SHALL BE LEFT 1/2" LOWER THAN GRADE OR TRIMMED 1/2" LOWER THAN GRADE.
4. EXPANSION JOINTS SHALL BE FILLED WITH JOINT SEALANT SHAPED TO THE CROSS SECTION OF THE CURB AND CONSTRUCTED AT RIGHT ANGLES WITH THE CURB LINE.
5. CONCRETE JOINT SEALANT SHALL COMPLY WITH SECTION 501.02 (h) OF THE AHTD STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION, 2014 EDITION.
6. FINISH SHALL BE MEDIUM BROOM FINISH.
7. ALL WORK SHALL COMPLY WITH SECTION 634 OF THE AHTD STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION, 2014 EDITION.



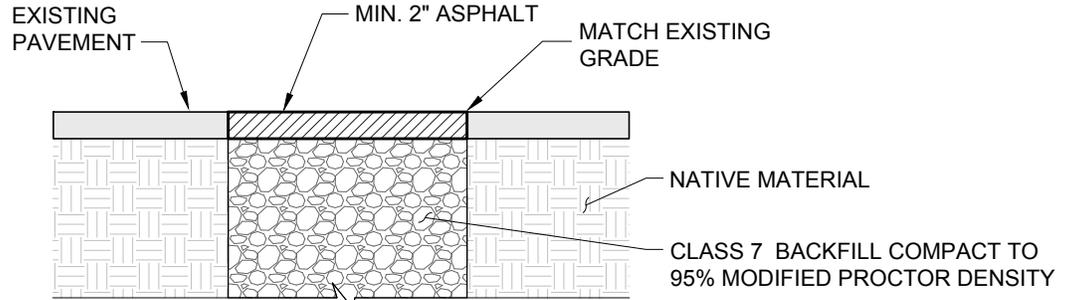
CITY OF CONWAY STREET &
ENGINEERING DEPARTMENT
100 EAST ROBINS
CONWAY, ARKANSAS 72032
501-450-6165

TITLE:	STREET DETAILS	DATE: FEBRUARY 2017
DESCRIPTION:	MODIFIED CURB & GUTTER	REVISED
DRAWN BY: NTR	CHECKED BY: BJV	FILE NAME: ST-2 MODIFIED CURB & GUTTER.dwg

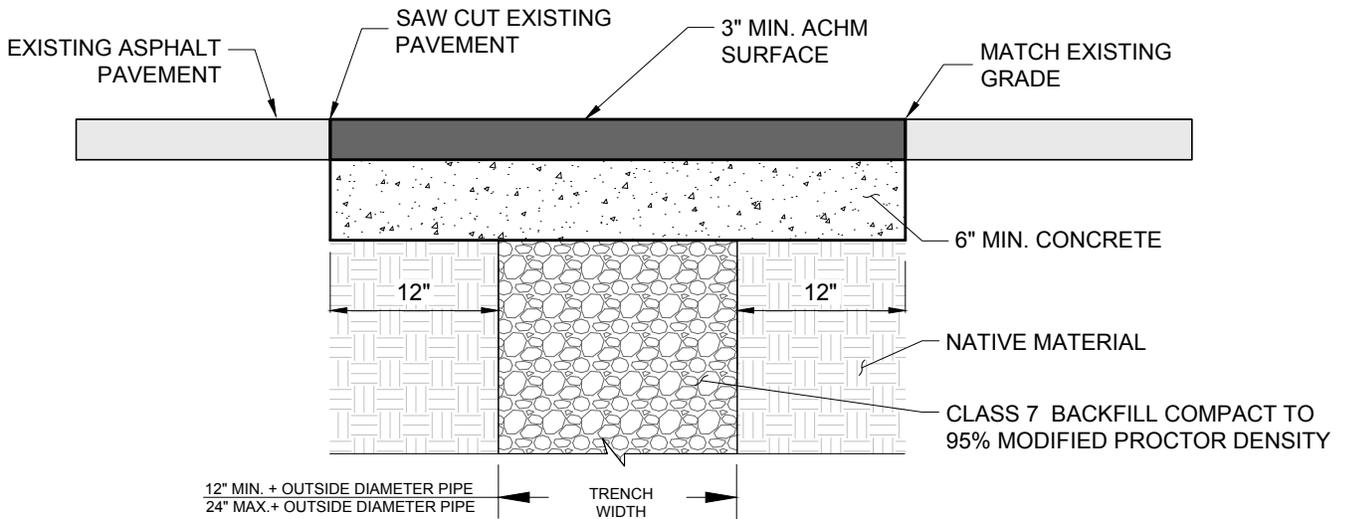
SHEET:	ST-2
--------	-------------

NOTES:

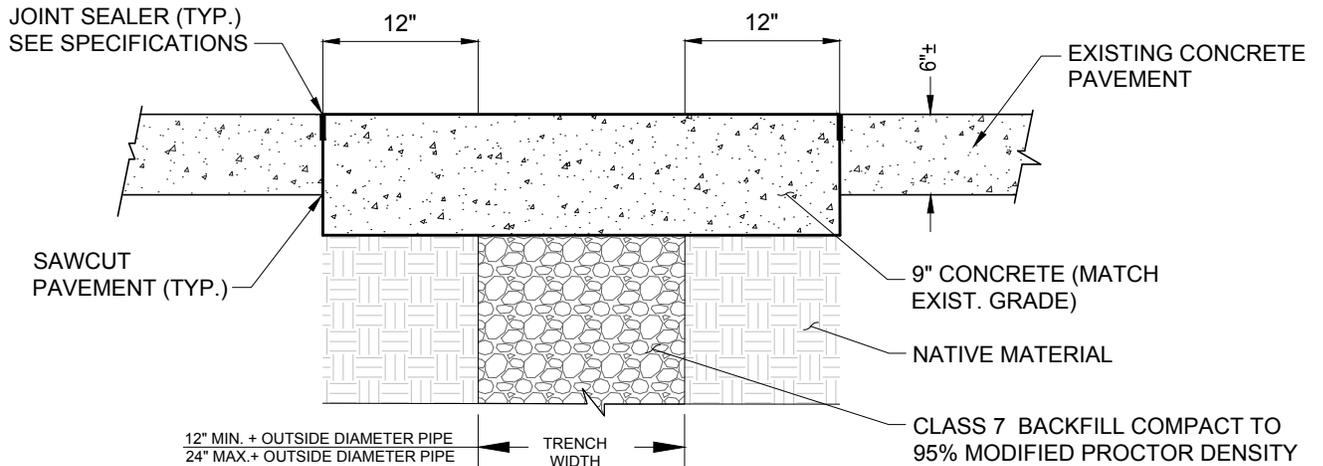
1. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3500 psi @ 28 DAYS WITH 5 1/2% ± 1 1/2% A.E.
2. CONTRACTOR TO CONSTRUCT ALL TRENCH EXCAVATION IN ACCORDANCE WITH ALL OSHA REGULATIONS (29 CFR CH. XVII, SUBPART B).
3. ALL WORK MUST CONFORM TO SECTIONS 303 & 615 OF THE ARKANSAS HIGHWAY TRANSPORTATION DEPARTMENT STANDARD SPECIFICATION FOR HIGHWAY CONSTRUCTION, 2014 EDITION.
4. ASPHALT FOR TEMPORARY REPAIRS MAY BE HOT MIX OR COLD MIX.



TEMPORARY PAVEMENT REPAIR



ASPHALT PAVEMENT REPAIR



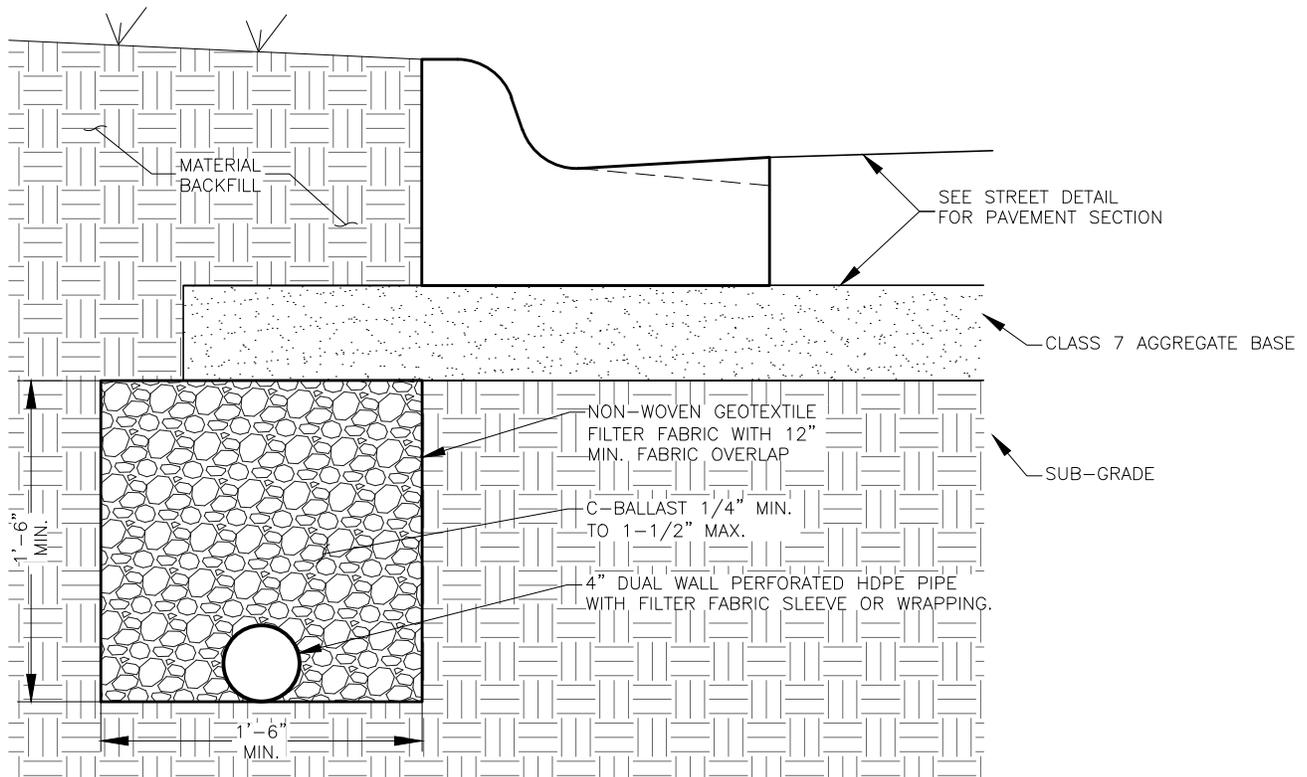
CONCRETE PAVEMENT REPAIR



CITY OF CONWAY STREET & ENGINEERING DEPARTMENT
100 EAST ROBINS
CONWAY, ARKANSAS 72032
501-450-6165

TITLE: STREET DETAILS		DATE: FEBRUARY 2017	SHEET:
DESCRIPTION: PAVEMENT REPAIR		REVISED	
DRAWN BY: NTR	CHECKED BY: BVF	FILE NAME: ST-3 PAVEMENT REPAIR.dwg	

ST-3



UNDERDRAIN NOTES:

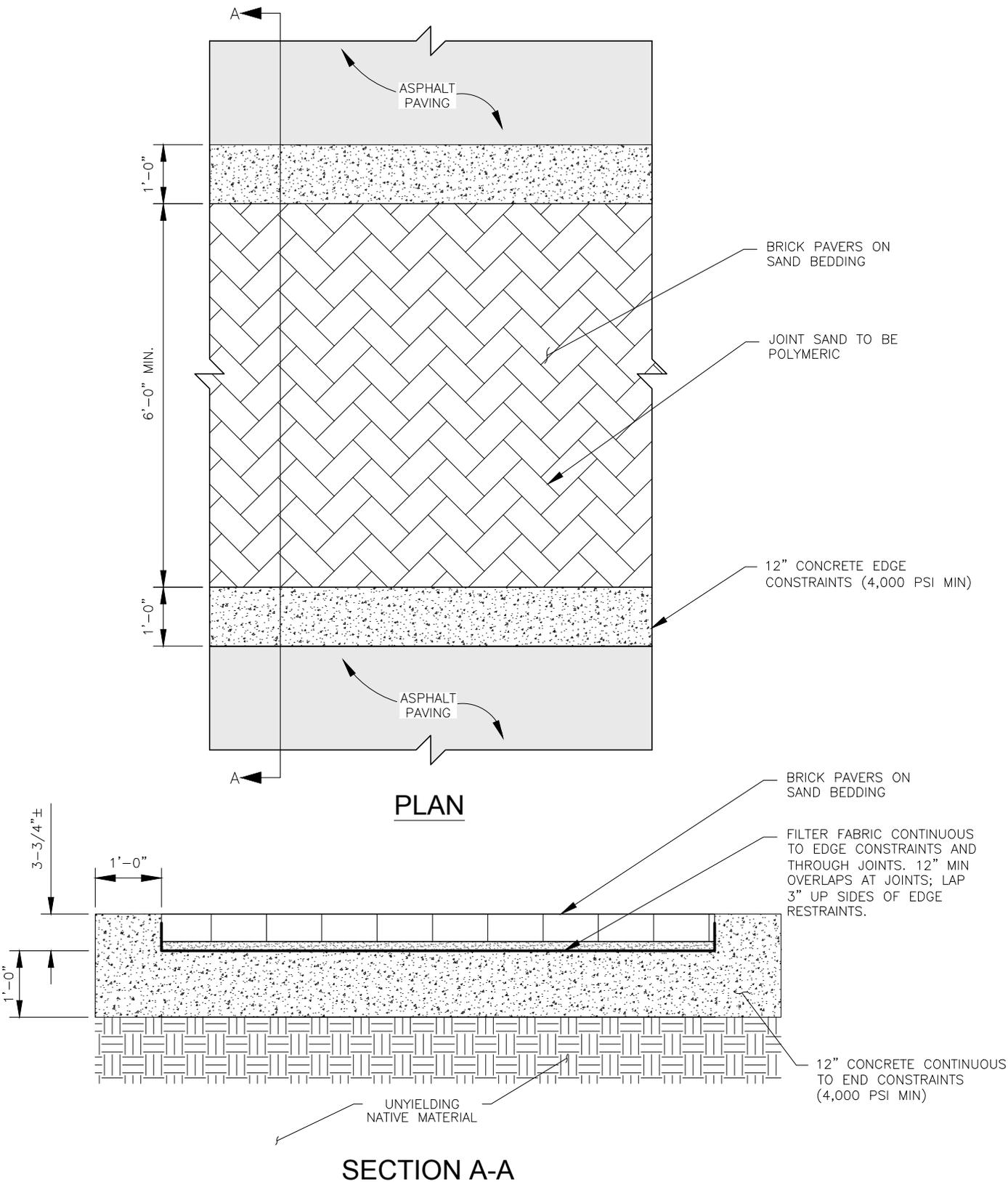
1. FINAL LOCATION OF UNDERDRAIN TO BE DETERMINED BY ENGINEER DURING CONSTRUCTION
2. RUNNING SLOPE TO MATCH ROADWAY PROFILE
3. DRAIN SHOULD TERMINATE AT DRAINAGE STRUCTURE



CITY OF CONWAY STREET &
ENGINEERING DEPARTMENT
100 EAST ROBINS
CONWAY, ARKANSAS 72032
501-450-6165

TITLE:	STREET DETAILS	DATE: FEBRUARY 2017	SHEET:
DESCRIPTION:	UNDERDRAIN	REVISED	ST-4

DRAWN BY: NTR	CHECKED BY: BFV	FILE NAME: ST-4 CURB UNDERDRAIN.dwg	



NOTES:

1. PAVERS TO BE SURROUNDED WITH 1'-0" CONCRETE BAND FOR EDGE RESTRAINT.
2. JOINT SAND SHALL BE POLYMERIC.
3. PAVER SHALL BE PINE HALL ENGLISH EDGE HEAVY DUTY RED (4"x8"x2-3/4") OR APPROVED EQUAL.
4. SAND BEDDING FOR PAVERS TO BE MAX. 1" TO MIN. 1/2" THICK MASONRY SAND.

BRICK PAVER CROSSWALKS



CITY OF CONWAY STREET & ENGINEERING DEPARTMENT
 100 EAST ROBINS
 CONWAY, ARKANSAS 72032
 501-450-6165

TITLE: STREET DETAILS		DATE: FEBRUARY 2017	SHEET:
DESCRIPTION: BRICK PAVER CROSSWALKS		REVISED	
DRAWN BY: NTR		-----	
CHECKED BY: BFV		-----	
FILE NAME: ST-5 BRICK CROSSWALK.dwg		-----	

ST-5

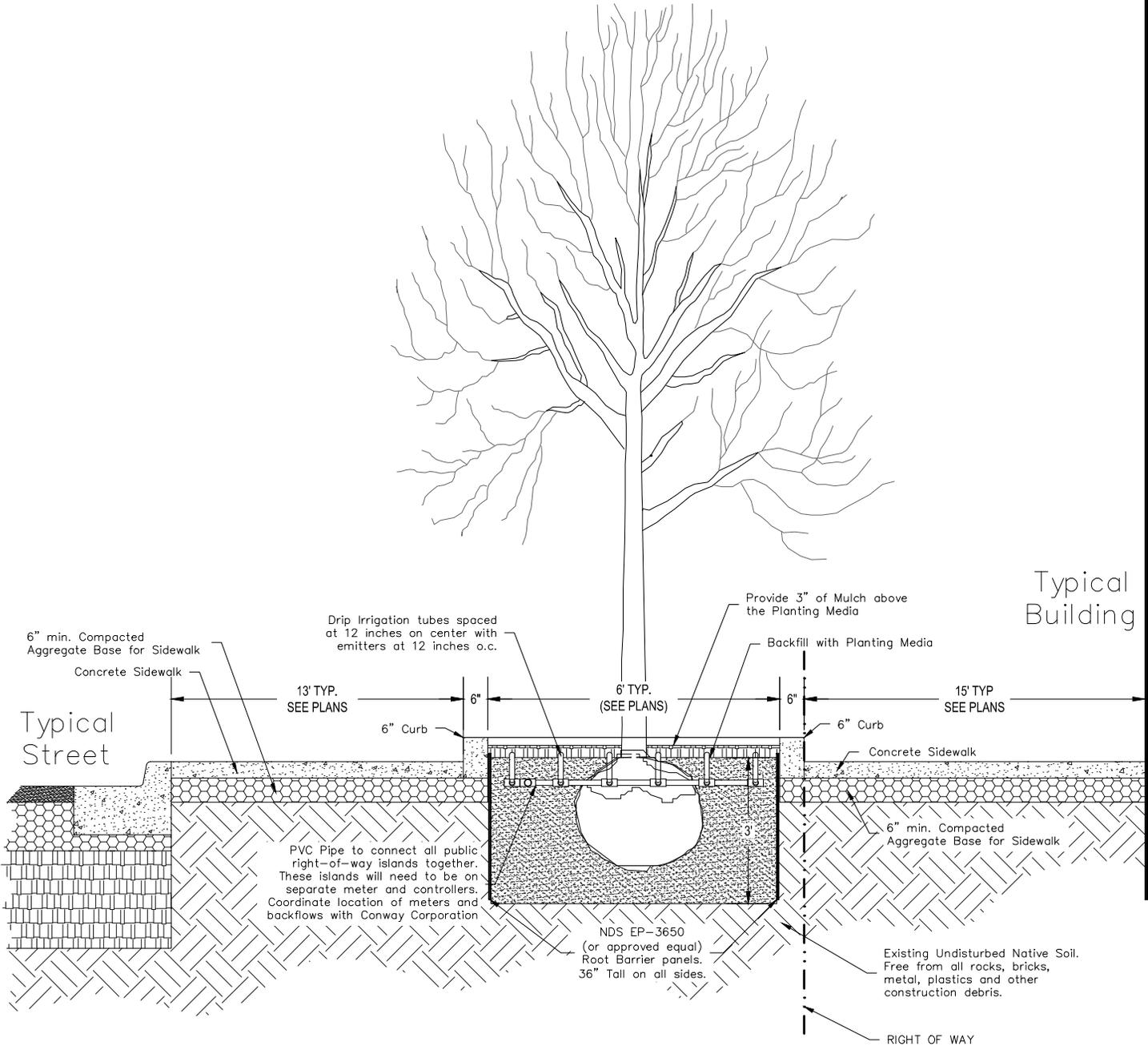
SPECIES ALLOWED

Large Trees:

- Ginko biloba – Ginko (Male)
- Quercus shumardii – Shumard Oak
- Quercus phellos – Willow Oak
- Quercus acutissima – Sawtooth Oak
- Quercus palustris – Pin Oak

Medium Trees:

- Nyssa sylvatica – Black Gum
- Pistacia chinensis – Chinese Pistache
- Gleditsia triacanthos f. inermis 'Skycole' – Skyline Honeylocust
- Gleditsia triacanthos f. inermis – Thornless Honeylocust



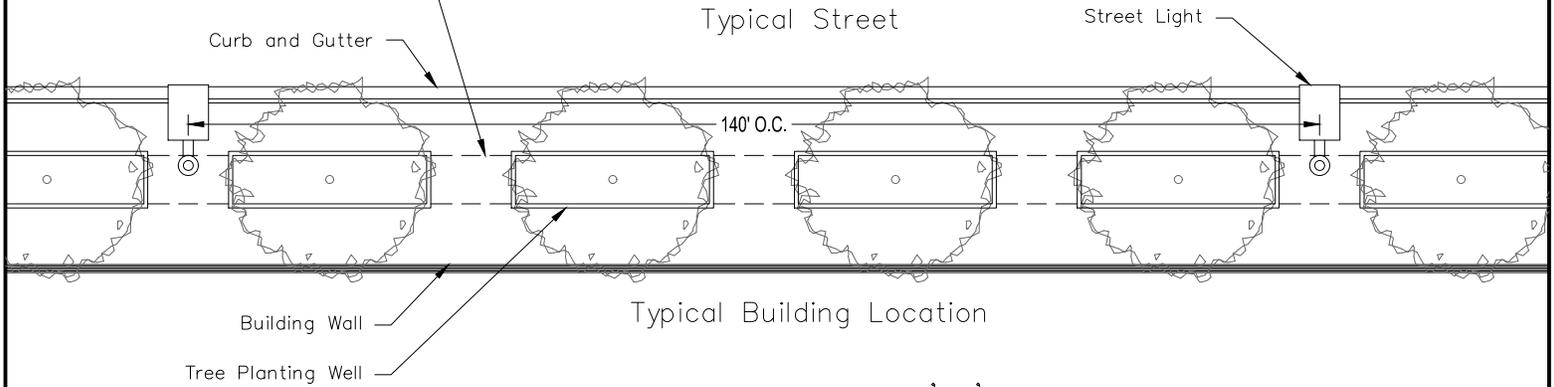
**OAK STREET AND HARKRIDDER STREET
DOWNTOWN PLANTING WELL
CROSS SECTION**



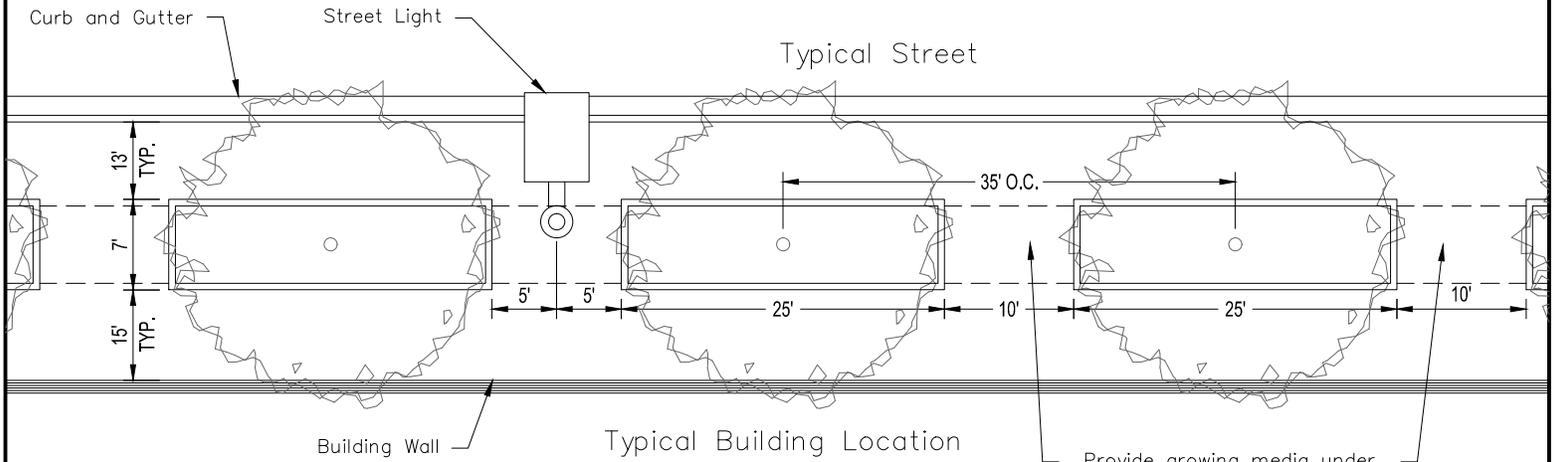
CITY OF CONWAY STREET & ENGINEERING DEPARTMENT
100 EAST ROBINS
CONWAY, ARKANSAS 72032
501-450-6165

TITLE: STREET DETAILS		DATE: FEBRUARY 2017	SHEET:
DESCRIPTION: STREET TREE PLANTING SECTION		REVISED	ST-6
DRAWN BY: NTR	CHECKED BY: BJV	FILE NAME: ST-6 STREET TREE PLANTING SECTION.dwg	

Provide growing media under the sidewalk and sidewalk base in the channels shown throughout to allow for additional root space



PLAN VIEW 'A'



*Dims to face of planter curb unless otherwise noted

Provide growing media under the sidewalk and sidewalk base in the channel shown to allow for additional root space

PLAN VIEW 'B'

OAK STREET AND HARKRIDER STREET
 DOWNTOWN PLANTING WELL
 PLAN VIEW



CITY OF CONWAY STREET & ENGINEERING DEPARTMENT
 100 EAST ROBINS
 CONWAY, ARKANSAS 72032
 501-450-6165

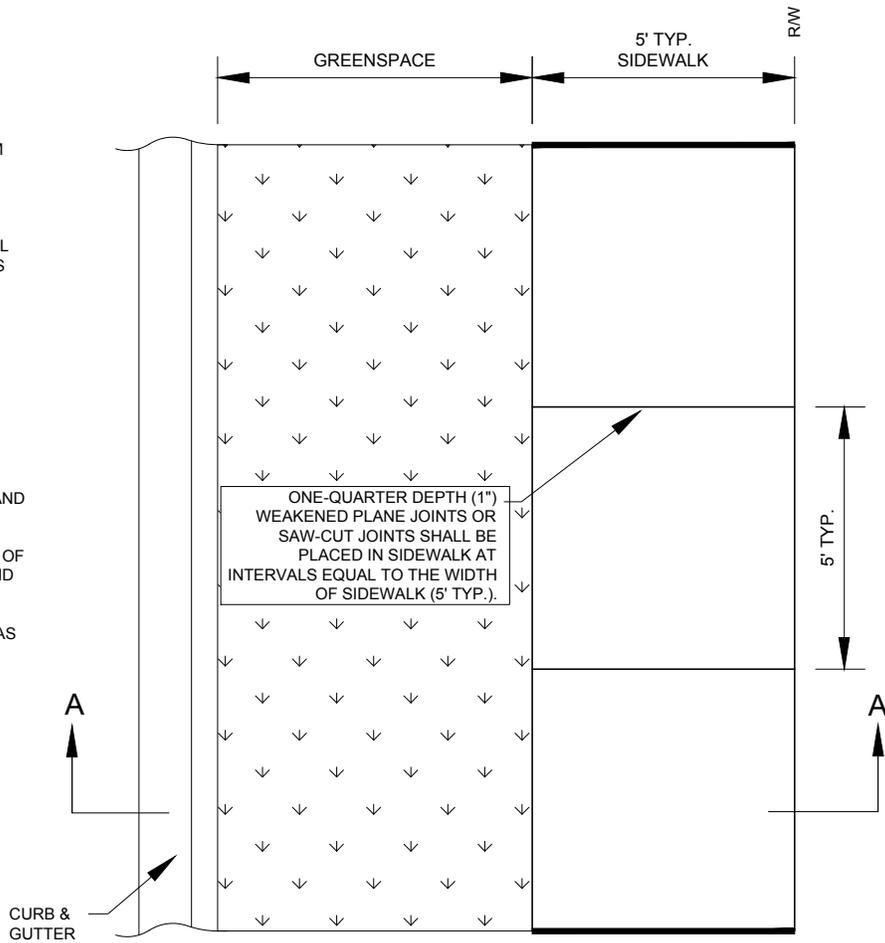
TITLE:	STREET DETAILS		DATE: FEBRUARY 2017	SHEET:
DESCRIPTION:	STREET TREE PLANTING PLAN		REVISED	
DRAWN BY: NTR	CHECKED BY: BFV	FILE NAME: ST-7 STREET TREE PLANTING PLAN.dwg	----	

ST-7

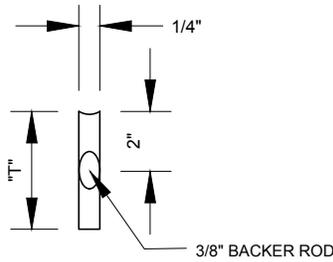
SIDEWALK CONSTRUCTION NOTES:

1. EXPANSION MATERIAL SHALL BE REQUIRED AT 50 FT. MAXIMUM SPACING.
2. SIDEWALK SHALL HAVE TOOLED OR SAW-CUT TRANSVERSE JOINTS AT INTERVALS EQUAL TO THE WIDTH OF SIDEWALK (5' TYP.). THESE WEAKENED PLANE (CONTRACTION) JOINTS SHALL BE CONSTRUCTED TO 1/4 DEPTH OF THE SIDEWALK THICKNESS AND SHALL BE 1/8" TO 3/8" WIDE.
3. EXPANSION JOINT MATERIAL SHALL BE PREFORMED ASPHALT IMPREGNATED FIBERBOARD CONFORMING TO AASHTO M-213. EXPANSION JOINT MATERIAL SHALL BE LEFT 1/2" LOWER THAN GRADE OR TRIMMED 1/2" LOWER, AND FILLED WITH SILICONE SEALER TO FINISHED GRADE.
4. ALL COLD JOINTS AND SAW-CUT JOINTS SHALL BE FILLED TO FINISHED GRADE WITH JOINT SEALANT.
5. ALL SIDEWALKS SHALL HAVE ONE-HALF INCH ROLLED EDGES AND A BROOMED FINISH.
6. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,500 PSI @28 DAYS WITH 5-1/2% ± 1-1/2% AIR ENTRAINMENT AND A MAXIMUM 4" SLUMP.
7. ALL WORK SHALL COMPLY WITH SECTION 633 OF THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT STANDARD SPECIFICATIONS.

ALL SIDEWALKS REQUIRE INSPECTION BEFORE AND AFTER CONCRETE PLACEMENT. SIDEWALK WILL BE CHECKED FOR ADA REQUIREMENTS & WORKMANSHIP.

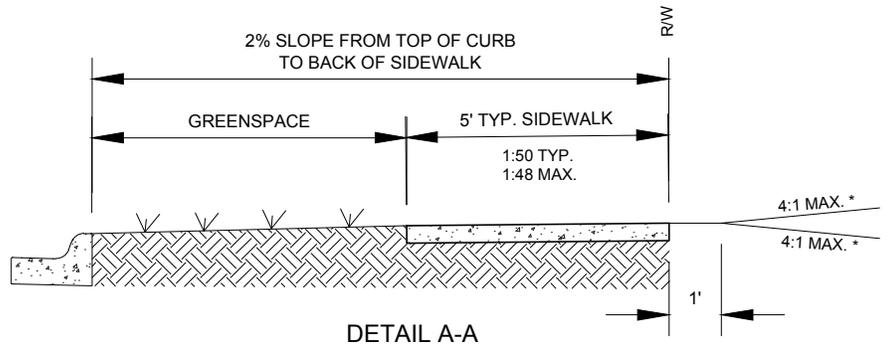


PLAN



"T"=1/4 SLAB THICKNESS + 1/2"

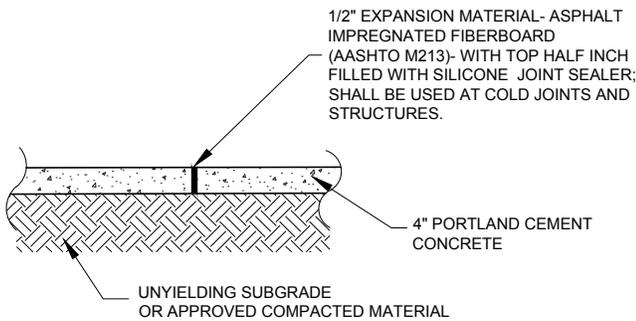
JOINT SEALANT DETAIL



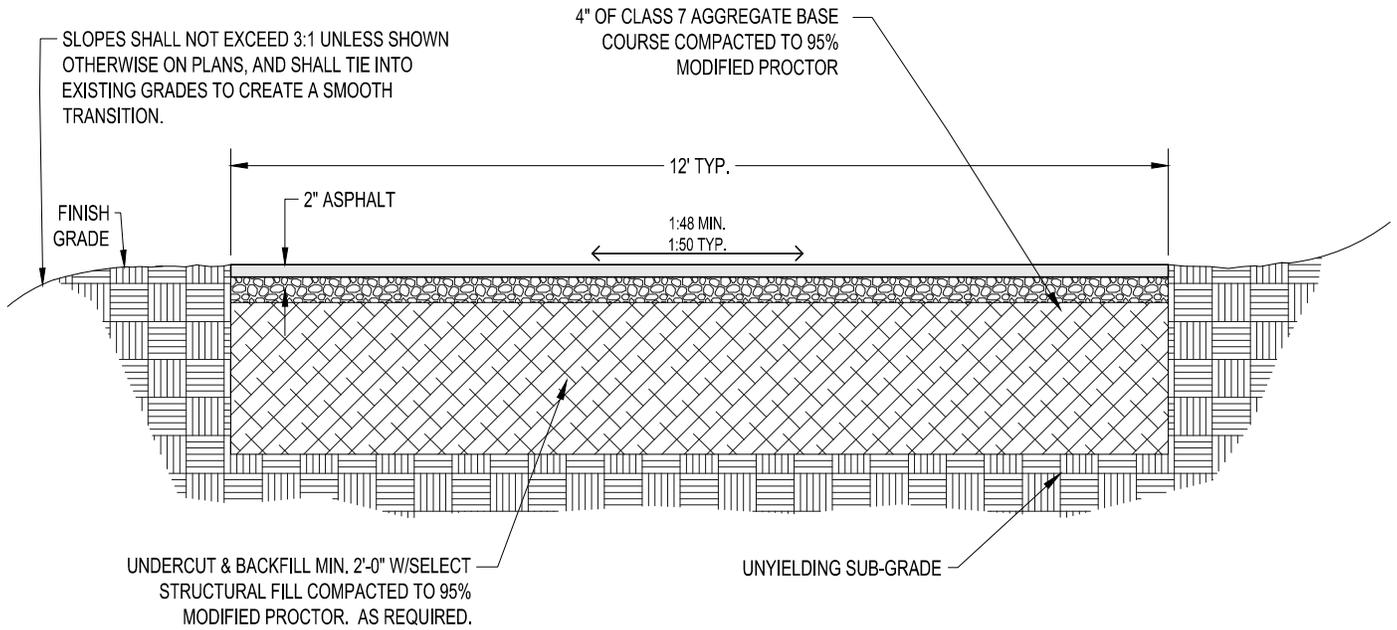
DETAIL A-A

SEE "DRIVEWAY DETAILS" FOR SIDEWALK SECTION THROUGH DRIVEWAY

* EXCAVATION PERMIT REQUIRED TO EXCEED 4:1 MAX SLOPE



ELEVATION



ASPHALT TRAIL SECTION
N.T.S.

ASPHALT TRAIL CONSTRUCTION NOTES:

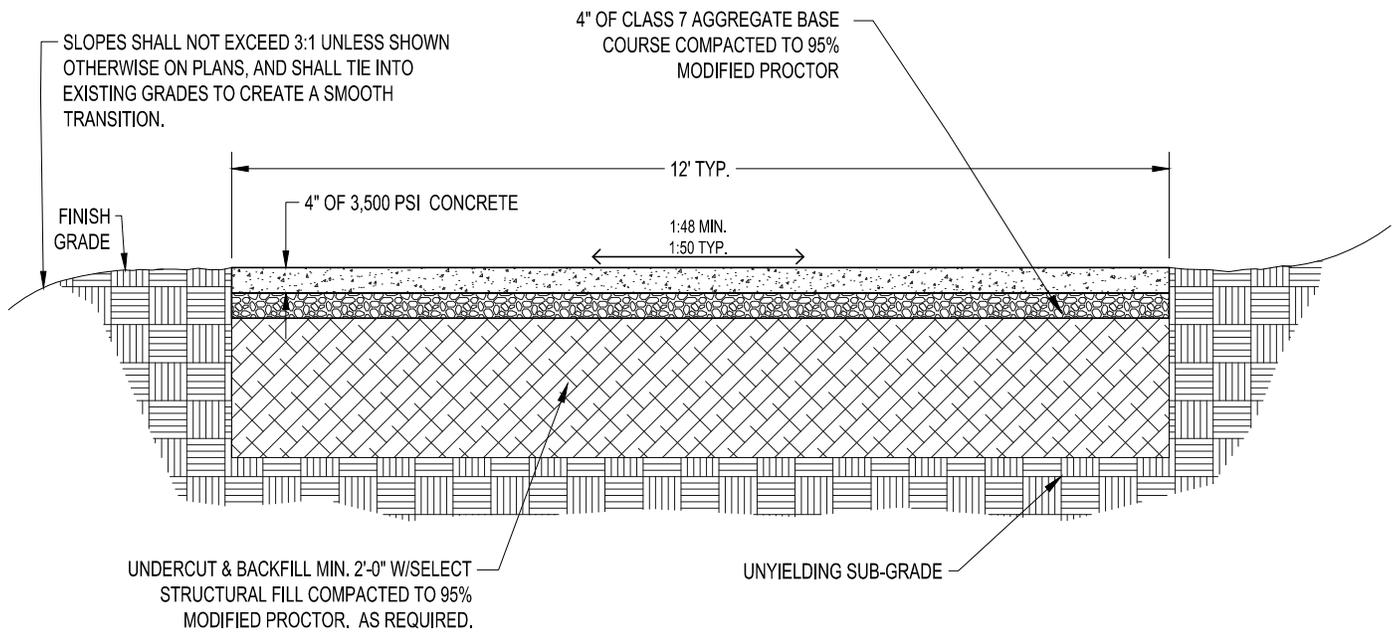
1. ALL WORK SHALL COMPLY WITH SECTIONS 303 & 407 OF THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT STANDARD SPECIFICATIONS.
2. ASPHALT FOR TRAILS SHALL BE MINIMUM 2" THICK OF 70-22 SURFACE COURSE MIX.
3. TRAILS SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO ACCEPTANCE.



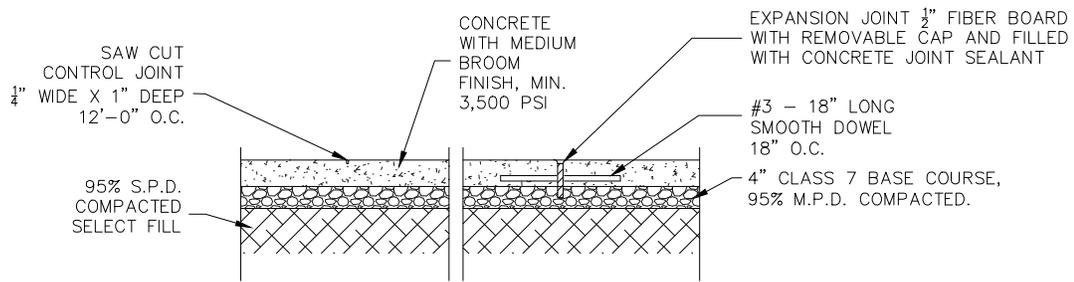
CITY OF CONWAY STREET & ENGINEERING DEPARTMENT
100 EAST ROBINS
CONWAY, ARKANSAS 72032
501-450-6165

TITLE:	TRAIL DETAILS		DATE: FEBRUARY 2017	SHEET:
DESCRIPTION:	ASPHALT TRAIL DETAIL		REVISED	
DRAWN BY: NTR	CHECKED BY: BFV	FILE NAME: TR-1 ASPHALT TRAIL.dwg	----	

TR-1



CONCRETE SIDE PATH SECTION N.T.S.



SECTION THROUGH JOINTS

CONCRETE SIDE PATH CONSTRUCTION NOTES:

1. ALL WORK SHALL COMPLY WITH SECTIONS 303 & 633 OF THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT STANDARD SPECIFICATIONS.
2. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,500 PSI @ 28 DAYS WITH 5-1/2% ± 1-1/2% AIR ENTRAINMENT AND A MAXIMUM 4" SLUMP.
3. FULL DEPTH EXPANSION JOINTS WITH DOWELS ARE REQUIRED AT THE END OF EACH DAYS POUR AND ADJACENT TO ALL EXISTING CONCRETE.
4. ONE-QUARTER DEPTH (ONE INCH) SAW-CUT JOINTS SHALL BE PLACED IN CONCRETE AT REGULAR INTERVALS MATCHING THE PATH WIDTH, BUT NOT TO EXCEED 12 FEET APART. JOINTS SHALL BE PLACED 24 HOURS AFTER CONCRETE HAS BEEN FINISHED UNLESS APPROVED BY THE CITY ENGINEER.
5. ALL EXPANSION JOINTS AND SAW JOINTS SHALL BE SEALED WITH JOINT SEALANT MEETING THE REQUIREMENTS SET FORTH IN THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT STANDARD SPECIFICATIONS.
6. CONSTRUCT 1:48 MAXIMUM (1:50 TYP.) CROSS SLOPE ON PATH IN SAME DIRECTION AS EXISTING GRADE UNLESS OTHERWISE DESIGNATED ON THE PLANS. LONGITUDINAL GRADE SHALL NOT EXCEED 5%.
7. SIDE PATHS SHALL HAVE A ONE-HALF (1/2) INCH ROLLED EDGE.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL CONCRETE WORK DURING CURING. ANY CONCRETE THAT IS DEFACED SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
9. SIDE PATHS SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO ACCEPTANCE.



CITY OF CONWAY STREET &
ENGINEERING DEPARTMENT
100 EAST ROBINS
CONWAY, ARKANSAS 72032
501-450-6165

TITLE:	TRAIL DETAILS	DATE: FEBRUARY 2017	SHEET:
DESCRIPTION:	CONCRETE SIDE PATH DETAIL	REVISED	
DRAWN BY: NTR	CHECKED BY: BFV	FILE NAME: TR-2 CONCRETE SIDEPATH.dwg	

TR-2



City of Conway, Arkansas
Ordinance No. O-17-_____

AN ORDINANCE RESOLVING THE APPROPRIATE SPEED LIMIT WITHIN THE CITY OF CONWAY BUSINESS DISTRICT, RESIDENTIAL DISTRICT, AND SCHOOL PREMISES

Whereas, the City of Conway desires to modify prima facie speed limits for certain designated areas within the City of Conway; and

Whereas, the City of Conway desires to unify speed limits to reflect actual conditions in the community and protect the health, safety and welfare of those persons traveling on the streets, boulevards and roadways inside the city limits; and

Whereas, adjustments to speed limits will bring them in line with the Conway Street Master Plan and previous traffic engineering studies.

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

Section 1. The following limits shall be maximum lawful speeds, and no person shall drive a vehicle in excess of the following limits:

1. Twenty (20) miles per hour in the Central Business District as defined in the Conway Zoning Map;
2. Twenty-five (25) miles per hour on any residential street;
3. Twenty (20) miles per hour when passing a school building or school zone when school is in session, or when children or others are approaching or leaving the school or school premises;

Section 2. Upon an engineering and traffic investigation, the Traffic Engineer may determine and declare an alternate speed limit, which shall be effective when appropriate signs giving notice thereof are erected.

Section 3. In any situation where the posted speed limit conflicts with this ordinance, the posted speed limit will prevail and control.

Section 4. Any person violating any of these provisions shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not less than one dollar (\$1.00), nor more than two hundred dollars (\$200.00).

Section 5. All ordinances in conflict herewith are repealed to the extent of the conflict. Specifically Conway City Ordinance No. 287 of 1953.

PASSED this 14th day of March, 2017.

Approved:

Attest:

Mayor Bart Castleberry

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Ordinance No. O-17-_____**

**AN ORDINANCE APPROPRIATING FUNDS FOR THE CONWAY PARKS AND RECREATION
DEPARTMENT; AND FOR OTHER PURPOSES:**

Whereas, The Conway Parks and Recreation Department has received a check in the amount of \$13,036.93 from Safeco Insurance for insurance proceeds toward the property damage done at Conway Station Park; and

Whereas, The Conway Parks and Recreation Department has received an additional check in the amount of \$6,364.00 from Safeco Insurance for insurance proceeds toward the property damage done at Conway Station Park; and

Whereas, The Conway Parks Department needs to replenish the grounds maintenance account for the expenses that were incurred in paying for the property damage to be repaired.

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

Section 1. The City of Conway shall appropriate funds in the amount of \$ 19,400.93 from the Insurance Proceeds General Fund Account (001-119-4360) to the Conway Parks Department Grounds Maintenance Account (001.140.5430).

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

PASSED this 14th day of March, 2017.

Approved:

Mayor Bart Castleberry

Attest:

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



**City of Conway, Arkansas
Ordinance No. O-17-_____**

**AN ORDINANCE ACCEPTING AND APPROPRIATING FUNDS RECEIVED FROM THE CONWAY
ADVERTISING AND PROMOTION COMMISSION; AND FOR OTHER PURPOSES**

Whereas, the Conway Advertising and Promotion Commission pledged \$500,000 for the costs associated with the completion of the Conway Event Center;

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

Section 1. The City of Conway shall accept the final amount of \$166,472.50 from the Conway Advertising and Promotion Commission that was pledged for the costs associated with the completion of the Conway Event Center.

Section 2. The City of Conway shall appropriate an amount of \$166,472.50 from Parks and Recreation A&P Miscellaneous Revenue (252-000-4799) to the Conway Parks Department Parks General CIP Account (252-158-5990) for the reimbursement of receipts that were a direct result of work and materials for the interior of the Conway Event Center.

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

PASSED this 14th day of March 2017.

Approved:

Mayor Bart Castleberry

Attest:

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



Steve Ibbotson
Director

Parks and Recreation

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

March 6, 2017

Bart Castleberry and City Council
1201 Oak Street
Conway AR 72032

Re: Acceptance and Appropriation of Funds

Mayor:

The Conway Advertising and Promotion Commission pledged \$500,000 toward the completion of the Conway Event Center. In order to receive those funds we must provide receipts for expenditures toward that project. We have provided such and the commission has reimbursed those funds to the city. This will complete the total pledge of the Conway Advertising and Promotion Commission.

Attached is an ordinance accepting the funds and appropriating them to the proper account. We request that the city council approve this ordinance.

Thank for your consideration in this matter.

Sincerely,

Steve Ibbotson
Parks Director



**City of Conway, Arkansas
Ordinance No. O-17-_____**

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

Whereas the Parks & Recreation Department is in need of one (1) Full Time Grounds Maintenance Position;

Whereas, the financial impact of this change will not affect the 2017 Parks 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 Parks and Recreation Department is increased by one (1) Full Time Grounds Maintenance position;

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

PASSED this 14th day of March 2017.

Approved:

Mayor Bart Castleberry

Attest:

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



**City of Conway, Arkansas
Resolution No. R-17- _____**

**A RESOLUTION AUTHORIZING THE NAMING OF THE CONWAY TRAIL SYSTEM AFTER THE FORMER
MAYOR OF THE CITY OF CONWAY, DAVID KINLEY; AND FOR OTHER PURPOSES**

Whereas, David Kinley was a stalwart proponent of the trail system for the City of Conway during this term as Mayor; and

Whereas, David Kinley was instrumental in the funding acquisition and construction of the trail system, and

Whereas, Currently the walking/bike trail which is paved and lighted begins on Tyler Street and runs approximately 3.1 miles along Tucker Creek to Hogan Lane

Whereas, the City of Conway wishes to honor former Mayor David Kinley for his endeavors in starting the park trail system.

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

Section 1. The Tucker Creek trail system in the City of Conway will hereafter be named and hereinafter referred to as the David Kinley Trail.

Section 2. The Mayor is authorized to procure signage along the trail proclaiming the same.

PASSED this 14th day of March, 2017.

Approved:

Mayor Bart Castleberry

Attest:

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



**City of Conway, Arkansas
Ordinance No. O-17-_____**

AN ORDINANCE TO APPROVE AN ADJUSTMENT IN SALARY FOR THE CHIEF DEPUTY CITY ATTORNEY POSITION; AND FOR OTHER PURPOSES.

Whereas, the Deputy City Attorney position has been vacant since February 2017; and

Whereas, the salary in November, 2013 was previously set at \$72,500

Whereas, the City Attorney’s office and the city council has determined that based on salary reviews of comparable cities and similar positions, an increase in the salary is needed in order to attract and retain a qualified candidate for the position.

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

Section 1: The City of Conway shall set the salary for the Chief Deputy City Attorney at \$75,000.

Section 2: No additional salary funds are required for the FY2017.

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

PASSED this 14th day of March, 2017.

Approved:

Mayor Bart Castleberry

Attest

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



MEMORANDUM

TO: Mayor Bart Castleberry
FROM: Aaron Knight *mac*
DATE: March 7, 2017
SUBJECT: Removal of Items from Inventory

Attached to this memo is a list of items the Information Technology Department wishes to remove from inventory. We have contacted Conway Public Schools and will be donating 23 computer monitors to the district. The remaining items will be disposed of as e-waste. Please let me know if you have any questions.

City of Conway

Information Technology Removal from Inventory

CLASS	MAKE	MODEL	SERIAL NUMBER	IT Tag
Tape Backup	IBM	Magstar MP 3570	13-57781	
AP	Cisco	Air-19p 1522AG-A-KA	FTX1302P00C	
AMP	BOGEN	CTS 1100	97K0000126	
UPS	EATON	PW 9155-8	FA432FBB01	
UPS	APC	BEE750	5B1023T11213	
Camera	ACTi	TCM-3111	TCM3111-12F-X-00418	3263
Camera	Bosch	LTC0495/21	OP290647208557	
Camera	Philips	LTC0455/20	OP100345518511	
Camera	Philips	LTC0455/20	OP100345518519	
Camera	Philips	LTC0928/20	899380041011	
Camera	Southrision	CCD05	n/a	
Camera	Southrision	CCD05	n/a	
CD-Rom	Dell	D620/D530 CD Drive	n/a	
Desktop	Dell	Optiplex 780	2TCDP1	2723
Desktop	Dell	Optiplex 780	2TD4DP1	2726
Desktop	Dell	Optiplex 790	6VNCTR1	2758
Desktop	Dell	Optiplex 790	C260YR1	2774
Desktop	Dell	Optiplex 790	CB8RSR1	2756
Desktop	Dell	Optiplex 990	C9L9WR1	2766
Desktop	Dell	Precision 490	7V2QMF1	2391
Desktop	Dell	Precision T1600	6KMZKS1	2786
Desktop	HP	8000 Elite SFF	2UA0010XB5	2629
Desktop	HP	8000 Elite SFF	2UA0010XBD	2622
Desktop	HP	8000 Elite SFF	2UA0010XBC	2625
Desktop	HP	8000 Elite SFF	2UA0010XB9	2626
Desktop	HP	8000 Elite SFF	2UA0010XB8	2630
Desktop	HP	8000 Elite SFF	2UA0010XB4	2631
Desktop	HP	8000 Elite SFF	2UA0010XB6	2623
Desktop	HP	8000 Elite SFF	2UA0010XBB	2632
Desktop	HP	8000 Elite SFF	2UA11519PS	2725
Desktop	HP	XW4100	4SV34706TX	
DVD PLAYER	APEX	AD-3201	A320101072360368GZ04	
DVD PLAYER	Dell	D620/D530 DVD Drive	n/a	
ETC	Adaptec	SCSICard	BF0E52702W6	
Firewall/VPN	Fortinet	FG-80D	FG080D3914001399	
Firewall/VPN	Palo Alto	PA-2020	0004A100208	
Firewall/VPN	Watchguard	FS2E5	70AA02FAD-3AB0	
Firewall/VPN	Watchguard	XP2E6	7072196A4-2593	
Generator	Generac Corp	93A 03686 S	SG020-A163.0L18CBNNC 2009264	
Laptop	Dell	E6410ATG	JYM1XN1	
Laptop	Dell	Latitude E6500	9JWVHL1	2597
Monitor	Acer	AL2016W B	ETL640C1727230BC224054	2023
Monitor	Acer	AL2016W B	ETL640C1727230BC224054	
Monitor	Dell	2208WFPt	CN-0CU889-71618-7CP-ASTS	3949
Monitor	Dell	2208WFPt	CN-0CU889-71618-7CP-AUXS	2454
Monitor	Dell	2208WFPt	CN-0CU889-71618816-C68S	2401
Monitor	Dell	E228WFPc	CN-0KU311-64180-7B6-0R9M	2327
Monitor	Dell	P2210f	CN-00VW5M-72872-19F-J68M	2772
Monitor	Dell	P2210f	CN-00VW5M-72872-19F-JC4M	2773
Monitor	Dell	P2210f	CN-00VW5M-72872-19F-JE3M	2769
Monitor	Dell	P2210f	CN-04829K-72872-085-200M	

Monitor	Dell	P2211Ht	CN-0TYXD9-74445-0B4-AVZL	2712
Monitor	Dell	P2211Ht	CN-0TYXD9-74445-0CF-AEWS	2684
Monitor	Dell	P2211Ht	CN-TYXD9-74445-0C2-AJVS	2713
Monitor	HP	C9V76A	CNK3450K07	
Monitor	HP	FL472A	CNK8351N4Q	2495
Monitor	HP	FL472A	CNK8351NP1	2496
Monitor	HP	FL472A	CNK8400F99	2506
Monitor	HP	FL472A	CNK918007S	2752
Monitor	HP	FL472A	CNK9370T5H	2590
Monitor	HP	LA2205wg	3CQ9493MP1	2635
Monitor	HP	LA2205wg	3CQ9494ZQQ	2633
Monitor	HP	LA2205wg	3CQ9494ZRZ	2639
Monitor	HP	NM274A	3CQ9492G9R	2601
Monitor	TSI	P17BH-GB	V7NJ83700319	
PDA	HP iPaq	HSTNH-L04C	2CK5010VY2	
Phone	HTC	HERM100	HT705F214700	
Printer	Brother	MFC-9125CN	463094E2J864300	
Printer	Dell	1720DN	JPGV7D1	
Printer	HP	Deskjet 6940	MY69C8R32Y	
Printer	HP	Laserjet 1018	CNB1025842	
Printer	HP	Laserjet P2035N	CNB9T43575	
Printer	HP	Officejet L7590	MY87O250MV	
Printer	HP	Deskjet 5550	MY2751Q1WR	
Radio	Motorola	Centracom Gold B1822B	619014480015	
Scanner	HP	Q6713A	DK8514F009	
Switch	Linksys	BEFSR41	CA181J404659	
VCR	MAGNAVOX	VR9130AT21	18257975	
WIFI AP	Cradlepoint	CBR400	MM120095801221	
WIFI AP	Cradlepoint	CBR400	MM120095801223	
WIFI AP	Cradlepoint	CTR35	MM110016101815	

MEMORANDUM

TO: City Council Members/Mayor Bart Castleberry
FROM: Chief Jody Spradlin
DATE: March 14, 2017
SUBJECT: Request for disposal of assets

The Police Department has the following seized vehicles that are not being used:

- 1999 Ford Mustang VIN -1FAFP4049XF200386
- 2004 Subaru Forrester VIN- JF1SG63654H753463
- 1992 Chevy S-10 VIN-1GCCS14R2P8101722
- Unknown GMC Safari VIN-1GKDM19W1XB510766
- 2006 Hyundai Azzera VIN- KMHFC46FX6A035986
- 2004 Ford Expedition VIN-1FMEU15W84LB25860

I would like to request approval to remove these items from our inventory listing and to dispose of them. These vehicles will be sold through auction, "as is", on www.publicsurplus.com.

Thank you for your consideration.



City of Conway, Arkansas
Ordinance No. O-17-____

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

Whereas, the City of Conway has received reimbursements funds from the following entities:

Various Companies	\$ 19,870.54	Extra Duty Services
Municipal Vehicle Program	\$1,162.65	Insurance Proceeds

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

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

Section 1. The City of Conway shall appropriate funds from Various Companies in the amount of \$19,870.54 from 001.121.4185 to the CPD 2016 overtime expense account, 001.121.5114.

Section 2. The City of Conway shall appropriate funds from the Municipal Vehicle Program in the amount of \$1,162.65 from 001.119.4360 to the CPD 2016 vehicle maintenance expense account 001.121.5450.

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

PASSED this 14th day of March, 2017.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-17-_____

AN ORDINANCE WAIVING COMPETITIVE BIDS FOR THE PURCHASE OF EIGHT FULLY EQUIPPED POLICE VEHICLES FOR THE CONWAY POLICE DEPARTMENT, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES

Whereas, the Conway Police Department desires to purchase eight (8) fully equipped police cars for which budgetary authority has been provided in the FY 2017 budget; and

Whereas, McLarty Ford Lincoln can provide such vehicles at prices comparable to state contract price and will coordinate installation of specialized law enforcement equipment which may allow the Conway Police Department to have the vehicles placed in service quicker than other vendors and also provide the City with a significance savings.

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

Section 1. The City of Conway does hereby waive the requirement for obtaining competitive bids and does hereby approve the purchase of eight (8) fully equipped police vehicles from McLarty Ford Lincoln.

Section 2. This ordinance is necessary for the protection of the public peace, health and safety and an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

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

PASSED this 14th day of March, 2017.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer