



City of Conway Council Agenda

Mayor Tab Townsell
City Clerk Michael O. Garrett
City Attorney Michael Murphy

Council Meeting: Tuesday, February 11th, 2014

5:30pm - Committee: Discussion of Central Landing Street Improvement Bond Issue

6:30pm - Council Meeting

Call to Order: Mayor Tab Townsell

Roll Call: City Clerk Michael O. Garrett

Minutes Approval: **January 28th, 2014**

City Council Members

Ward 1 Position 1 – Andy Hawkins

Ward 1 Position 2 – David Grimes

Ward 2 Position 1 – Wesley Pruitt

Ward 2 Position 2 – Shelley Mehl

Ward 3 Position 1 – Mark Ledbetter

Ward 3 Position 2 – Mary Smith

Ward 4 Position 1 – Theodore Jones Jr.

Ward 4 Position 2 – Shelia Whitmore

1. Public Hearings:

- A. Public Hearing/Ordinance to discuss the closing of an alley between Lots 110 and 111 and a portion of street right of way on McKennon Street in the Village at Hendrix Phase I.

2. Report of Standing Committees:

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

1. Consideration to accept the bid for the T-hangar and sunshade construction for the new relocated Conway Municipal Airport.
2. Consideration to enter into an agreement with Garver Engineers for access improvement to the existing Cantrell Field.

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

1. Resolution to name the City of Conway special needs baseball facility located in Curtis Walker Park "Braves Field".
2. Resolution to name the seating area at Braves Field "Ben's Bleachers" to honor the memory of Ben Patterson.
3. Ordinance accepting and appropriating grant proceeds received from CAPDD for a miracle league field (Braves Field).
4. Consideration to appoint various members to the Building Code Board of Appeals.
5. Consideration to accept the bid from All Service Electric Inc. & Desoto County Electric for the conversion to flashing yellow at various intersections throughout the City of Conway.

6. Ordinance waiving the competitive bid process for the purchase and repair of traffic signal products for the Conway Street Department.

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

1. Consideration to approve annual bid for FY2014 for universal roll carts and recycling carts for the Sanitation Department.

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

1. Ordinance appropriating and accepting reimbursement and restitution funds from various entities for the Conway Police Department.
2. Ordinance appropriating asset forfeiture funds for training, conference membership and travel expenses for the Conway Police Department.
3. Ordinance waiving the competitive bid process for the purchase of seven Chevrolet Tahoes for the Conway Police Department.

Adjournment

Stephens Inc.
Public Finance Department

Memorandum

Date: December 4, 2013

To: Mayor Tab Townsell

From: Jack Truemper

RE: Conway, Arkansas

At the November 2012 general election, Amendment 91 was passed levying a temporary ½-cent State-wide sales and use tax for a period of not more than 10 years. Amendment 91 divides collections of the temporary tax among the State, counties and municipalities.

Allocation of this tax is based on percentages found in the Arkansas Highway Distribution Law and will be paid into the Municipal Aid Fund on a monthly basis. The temporary tax will begin in July and revenues will begin to be received in September. The City of Conway's yearly share has been projected to be approximately \$1,049,274.

Municipalities and counties are authorized to use their portion of collections to pay for surface transportation projects.

During the recent legislative session, Senate Bill 541 was passed allowing municipalities and counties to finance surface transportation projects and repay the financing with their share of the collections of this temporary tax. Bonds may not be issued unless the voters of the municipality or county approve the issuance.

Assuming bonds are issued in May 2014 with annual revenues of approximately \$900,000 the City could net estimated construction funds in the amount of \$5.4 million with a final maturity date of 2023

MUNICIPAL SECURITIES RULEMAKING BOARD RULE G-23 DISCLOSURE

Stephens has recently implemented a policy that is designed to comply with the new disclosure requirements under revised MSRB Rule G-23. In conjunction with these new requirements, we are providing the following disclosure to all of our municipal underwriting clients:

Stephens proposes to be the underwriter, and not the financial advisor, for proposed securities to be issued by the City of Conway (the "Issuer"). The primary role of an underwriter, as distinguished from a financial advisor, is to purchase, or arrange for the placement of securities in an arm's-length commercial transaction between the issuer and the underwriter. The underwriter has financial and other interests that differ from those of the Issuer. Stephens and its affiliates engage in a broad range of securities transactions and activities, financial services and other relationships from time to time that involves interests that differ from those of the Issuer. In the ordinary course of business, Stephens or its affiliates (i) may at any time hold long or short positions, and, through employees who do not have access to non-public information relating to this issue, may trade or otherwise effect transactions, for its own account or the accounts of customers, in debt or equity securities of the Issuer or any other prospective participant in the Issuer's project and (ii) may at any time be pursuing, providing or arranging financing or other financial or transactional services to such prospective participants or to other issuers or market participants.

Stephens Inc.

Public Finance Department

MEMORANDUM

Date: December 4, 2013

To: Mayor Tab Townsell

From: Jack Truemper

RE: City of Conway Sales and Use Financing Option

The City's use of a local option sales tax dates back to 1987 when Conway pledged a ½-cent special and a ½-cent general sales tax to support bonds. The initial structure was to have the special portion of the sales tax dedicated to pay bonds and the general portion provide security for the bonds, while also generating funds for capital improvements. This structure has remained intact over the last twenty-six years.

You will find below a history of this tax and the bond sales that have occurred since 1987.

- August 1987** Conway sells sales tax bonds to generate funds for capital improvements. A ½-cent special and a ½-cent general sales tax is pledged.
- November 1993** City Council authorizes the refunding of the 1987 Bonds, as well as \$13.7 million of additional bonds for various capital improvements.
- November 1997** City Council authorizes the refunding of the 1993 Bonds and the issuance of \$25 million of bonds for streets, parks, solid waste and police and fire.
- March 2006** City Council authorizes the refunding of the 1997 Bonds and the issuance of additional bonds that raised \$7.4 million for police facilities. **With this sale of bonds, the pledged sales tax dropped to ¼-cent special and ¼-cent general.** As part of this election, voters approved the transfer of the remaining ½-cent revenues for City operations. The ¼-cent special sales tax generated funds to pay the 2006 Bonds. The ¼-cent general sales tax was pledged as security and unless required for debt service, these funds were designated for capital improvements.
- May 2012** City Council authorizes the refunding of the 2006B Bonds and the issuance of additional bonds that raised \$6.1 million for firefighting projects and \$2.1 million for sanitation projects. **With this sale of bonds, the pledged sales tax dropped to 1/8-cent special and 1/8 cent general.** The 1/8-cent special sales tax generated funds to pay the 2012 Bonds. The 1/8-cent general sales tax was pledged as security.

With the exception of a period during 2009, the City's sales tax revenues have steadily increased. Shown below are collections relating to Conway's 1/8-cent sales tax.

| | |
|------------------------|-------------|
| 2007 | \$1,379,047 |
| 2008 | 1,454,798 |
| 2009 | 1,442,518 |
| 2010 | 1,510,604 |
| 2011 | 1,534,598 |
| 2012 | 1,600,559 |
| 2013 January - October | 1,335,886* |

**If annualized, this amount would be \$1,603,063.*

At this point, a financing option would be to have voters approve advance refunding the 2012 Series Bonds and to raise additional funds for the overpass and street improvements. For discussion purposes, if the estimated maximum amount of construction funds are realized, the City would net \$16 million with a final maturity of 2044. Structuring an issue in this manner would cause the final maturity of the 2012 Series Bonds to be extended from 2021 to 2044.

In making our projections, we have assumed a zero growth in the City's sales tax collections. As well, the interest rate and collection assumptions are conservative. However, these numbers could change which would impact the final maturity date for the bonds.

MUNICIPAL SECURITIES RULEMAKING BOARD RULE G-23 DISCLOSURE

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Stephens proposes to be the underwriter, and not the financial advisor, for proposed securities to be issued by the City of Conway (the "Issuer"). The primary role of an underwriter, as distinguished from a financial advisor, is to purchase, or arrange for the placement of securities in an arm's-length commercial transaction between the issuer and the underwriter. The underwriter has financial and other interests that differ from those of the Issuer. Stephens and its affiliates engage in a broad range of securities transactions and activities, financial services and other relationships from time to time that involves interests that differ from those of the Issuer. In the ordinary course of business, Stephens or its affiliates (i) may at any time hold long or short positions, and, through employees who do not have access to non-public information relating to this issue, may trade or otherwise effect transactions, for its own account or the accounts of customers, in debt or equity securities of the Issuer or any other prospective participant in the Issuer's project and (ii) may at any time be pursuing, providing or arranging financing or other financial or transactional services to such prospective participants or to other issuers or market participants.

Stephens Inc.

Public Finance Department

MEMORANDUM

Date: December 20, 2013

To: Mayor Tab Townsell

From: Jack Truemper

RE: City of Conway, Arkansas Preliminary Financing Information

As a way to generate new construction funds for the City of Conway, the City could seek voter approval to rededicate and split into 1/8% increments the current 1/4% sales tax earmarked for street projects and police department vehicles. Under this structure 1/8% would be used to make debt service payments on the new Bonds and 1/8% would be pledged as security and unless required for debt service use the tax collections for general purposes or as designated by the City Council. A summary of this financing option is shown below.

| | |
|---|--------------|
| Estimated construction fund | \$24,850,000 |
| Estimated all inclusive interest cost | 4.80% |
| Estimated collections from 1/8% sales tax | 1,597,853 |
| Estimated average annual payment | 1,595,593 |
| Estimated scheduled maturity date | 2044 |

This analysis is based on current market conditions and is subject to change.



City of Conway, Arkansas
Ordinance No. O-14- _____

AN ORDINANCE CLOSING AN ALLEY LOCATED BETWEEN LOTS 110 AND 111 OF THE VILLAGE AT HENDRIX PHASE I AND A PORTION OF STREET RIGHT-OF-WAY EAST OF LOTS 109- 112 ON MCKENNON STREET IN THE VILLAGE AT HENDRIX PHASE I; AND FOR OTHER PURPOSES;

WHEREAS, a petition was duly filed with the City Council of the City of Conway, Arkansas on the 17th day of January, 2014 asking the City Council to vacate and abandon an alley located between Lots 110 and 111 of The Village at Hendrix Phase I and a portion of street right-of-way east of Lots 109-112 on McKennon Street in The Village at Hendrix Phase I.

WHEREAS, after due notice as required by law, the council has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question and has ascertained that the alley and right-of-way closing, hereinbefore described, has heretofore been dedicated to the public use as a easement herein described; has not been actually used by the public generally for a period of at least five (5) years subsequent to the filing of the plat; that all the owners of the property abutting upon the alley and the portion of right-of-way to be vacated have filed with the council their written consent to the abandonment; and that public interest and welfare will not be adversely affected by the closing of the alley and abandonment of a portion of McKennon Street right-of-way.

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

Section 1. The City of Conway, Arkansas releases, vacates, and abandons all its rights, together with the rights of the public generally, in and to the alley between Lots 110 and 111 of The Village at Hendrix Phase I except that Centerpoint Energy will retain a 5-foot gas line easement along the westerly end of the east/west alley, and street right-of-way Lots 109- 112 after The Village at Hendrix accepts ownership from Conway Corporation of the street light circuits along the right-of-way such that it will be able to relocate circuits and/or be responsible for maintenance of the street lights along said right-of-way designated as follows:

Being a 30-foot alley running east and west between Lots 110 and 111 of the Village at Hendrix

AND

A part of McKennon Street in Village at Hendrix Phase 1 Subdivision, as show in Plat Book L, on Page 6, Records of Faulkner County, Arkansas, being more particularly described as beginning at the Northeast Corner of said Lot 112 and running thence S89°04'38"E, 1.50 feet; thence run S00°48'36"W, 213.42 feet; thence run S11°11'24"E, 54.16 feet; thence run S23°11'24"E, 53.59 feet; thence run S64°59'50"W, 1.04 feet to the Southeast Corner of said Lot 109; thence run along the East Line of said Lot 109 N25°00'10"W, 36.21 feet; thence along an arc to the right having a chord bearing and distance of N12°05'47"W, 79.96 feet, arc length of 80.64 feet, and radius of 179.00 feet; thence run along the East Line of said Lots N00°48'36"E, 205.27 feet to the Point of Beginning containing 0.01 acres more or less.

Section 2. A copy of the ordinance duly certified by the city clerk shall be filed in the office of the recorder of the county and recorded in the deed records of the county.

Section 3. This ordinance shall take effect and be in force from and after its passage.

Passed this 11th day of February, 2014.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

CITY OF CONWAY

MCKENNON ST -- ROW AND ALLEY CLOSING



ALLEY AND
RIGHT OF WAY CLOSING
LOTS 110-111

DESCRIPTION
VILLAGE AT HENDRIX LOTS 110-111
MCKENNON ST
ALLEY AND ROW CLOSING

Tab Townsall - Mayor
Andy Hawkins & David Grimes - Aldermen Ward 1
Wesley Pruitt & Shalley Mott - Aldermen Ward 2
Mark Ledbetter & Mary Smith - Aldermen Ward 3
Theodore Jones, Jr. & Sheila Williams - Aldermen Ward 4
Michael Hargrett - City Attorney
Michael Garrett - City Clerk

Bryan Patrick - Director
Wes Crigden - Deputy Director
Christy Sutherland - Planner
Linda Shea - Planning Tech
Jason Lyon - GIS Coordinator

CONWAY PLANNING COMMISSION
Jeff Allender - Chair
Lee Washington - Vice-Chair

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

1 in = 200 ft
FEBRUARY 2014

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

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



February 4, 2014

Mayor Tab Townsell,
Conway City Council, and
Conway Planning Department:

The application to remove right of way, change the lot lines, relocate sidewalks, and construct two buildings along McKennon Street has been reviewed and approved by The Village at Hendrix.

We appreciate all your efforts in the furtherance of this project.

Sincerely,

Ward Davis

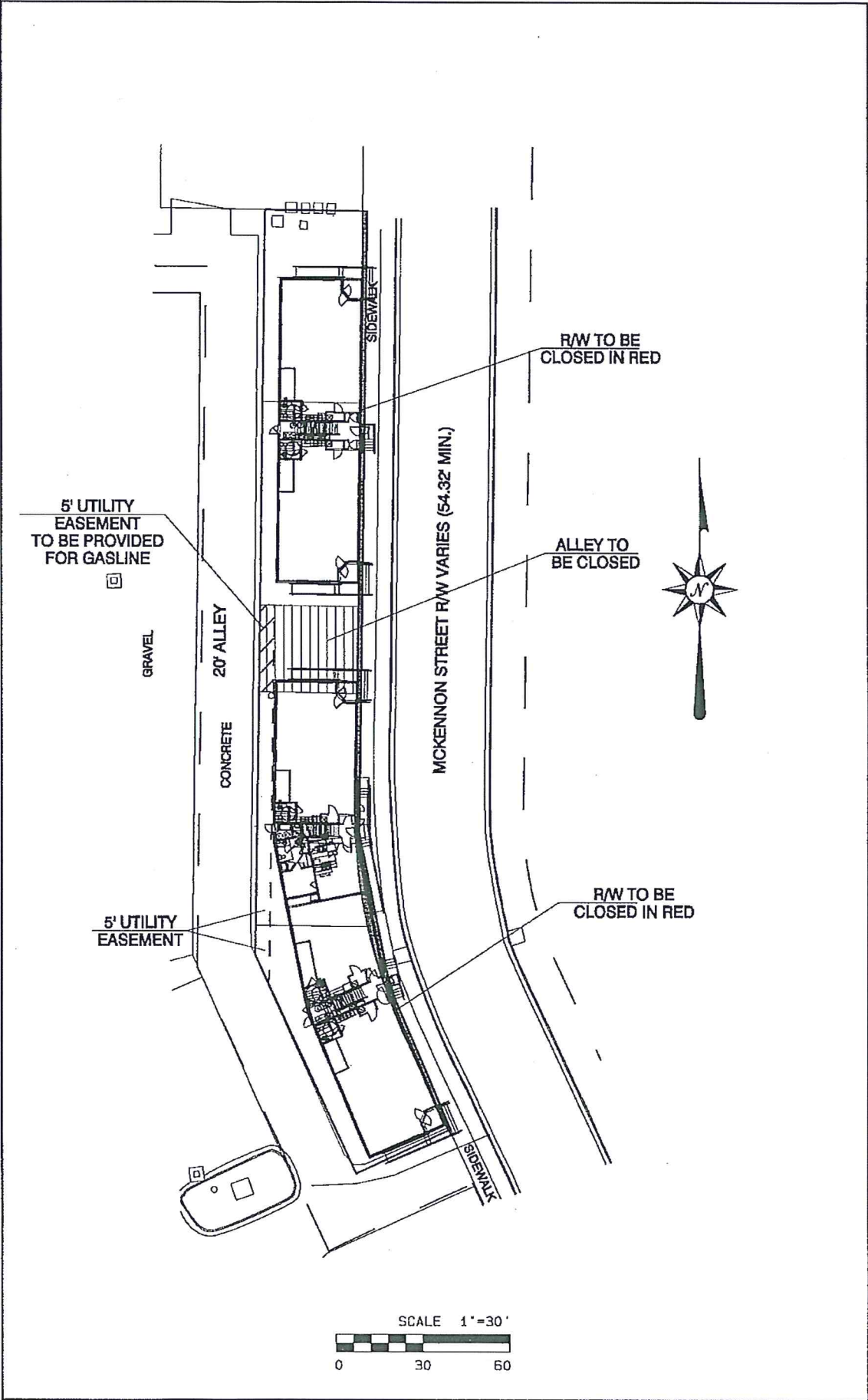
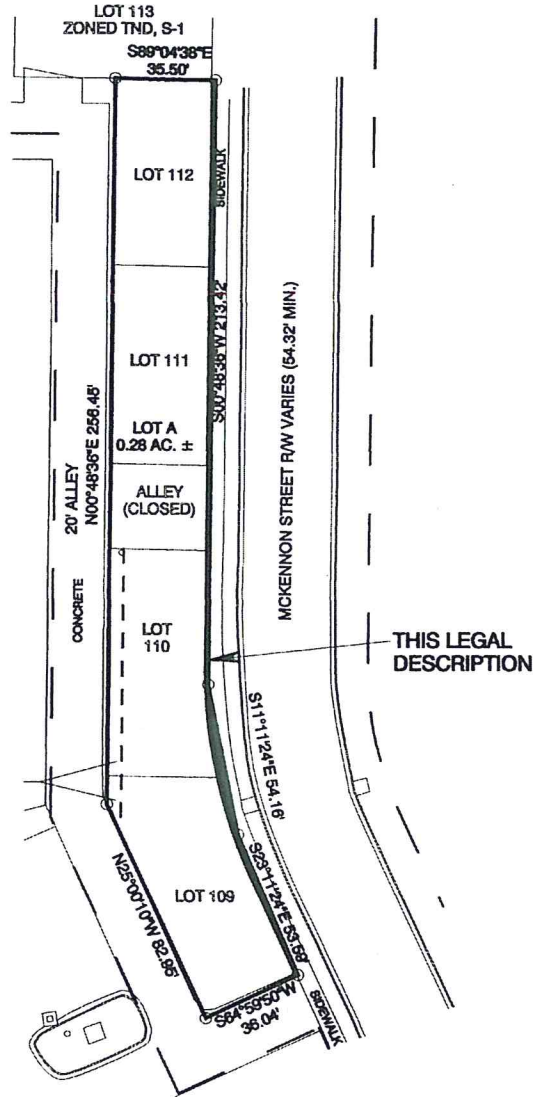


EXHIBIT "A"



LEGAL DESCRIPTION :

A PART OF MCKENNON STREET IN VILLAGE AT HENDRIX PHASE 1 SUBDIVISION, AS SHOWN IN PLAT BOOK L, ON PAGE 6, RECORDS OF FAULKNER COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 112 AND RUNNING THENCE S89°04'38"E, 1.50 FEET; THENCE RUN S00°48'36"W, 213.42 FEET; THENCE RUN S11°11'24"E, 54.16 FEET; THENCE RUN S23°11'24"E, 53.59 FEET; THENCE RUN S64°59'50"W, 1.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 109; THENCE RUN ALONG THE EAST LINE OF SAID LOT 109 N25°00'10"W, 36.21 FEET; THENCE ALONG AN ARC TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF N12°05'47"W, 79.96 FEET, ARC LENGTH OF 80.64 FEET, AND RADIUS OF 179.00 FEET; THENCE RUN ALONG THE EAST LINE OF SAID LOTS N00°48'36"E, 205.27 FEET TO THE POINT OF BEGINNING CONTAINING 0.01 ACRES MORE OR LESS.



817 N Creek Dr
Conway, AR 72032
Fax: 501 336 8372

January 22, 2014

City of Conway
1201 Oak St
Conway, AR 72032

RE: The Village at Hendrix – Alley and RW closing

To Whom It May Concern:

Centerpoint energy is satisfied with the 5 ft easement along the east side of the alley and has no objection of the closing of the right of way and the alley on the west side of McKennon.

Thank You,

Dennis Fisher

A handwritten signature in cursive script that reads "Dennis Fisher".

CC: Starla Wood
Central Arkansas Professional Surveying, LLC



Conway Corporation

Operators of the City-owned Electric, Electronic & Water Systems

January 20, 2014

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

Re: Alley closure between Lots 110 and 111 and Right of Way closing east of Lots 109-112 on McKennon St in the The Village at Hendrix Phase 1.

Dear Mayor Townsell:

Conway Corporation doesn't have any objections to the closing of this alley running between Lots 110 and 111 being part of The Village at Hendrix Phase 1. Conway Corporation also doesn't have any objections to the Right of Way closing East of Lots 109 to 112 at The Village at Hendrix Phase 1. Conway Corporation will give ownership to The Village at Hendrix of the street light circuits along the above Right of Way. The Village at Hendrix will be able to relocate the circuits and/or be responsible for the maintenance of the street lights along said Right of Way.

If you have any questions, please let me know.

Respectfully yours,

CONWAY CORPORATION

Leslie Guffey
Engineering & Planning

cc: CAPS



Lynda Palmer
AT&T Arkansas
Mgr.-OSP Plng & Engr Design
Right-of-Way
Joint Use of Poles

1111 West Capitol, Rm 941
Little Rock, AR 72201
Phone: (501) 373.5255
Fax: (501) 373.0229 Fax
lynda.palmer@att.com

January 2, 2014

Central Arkansas Professional Surveying, LLC
Attn: Starla Wood

sent via email

Dear Ms. Perry:

This letter is to concur in your proposed vacation of the alley(s) located at the Village at Hendrix, Phase I and RL Hayes Addition Block 3.

AT&T has no facilities within these alleyways and has no future plans to place facilities there.

Sincerely,

Lynda Palmer (signed)

CC: Robt. Heitman, AT&T engr.
Ronnie Hall, City of Conway engr.



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

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

February 4, 2014

Mayor Tab Townsell
 1201 Oak Street
 Conway, Arkansas 72032

RE: Relocated Conway Airport
 T-Hangar Bids

Dear Mayor Townsell;

Bids were received at 1:30 PM on January 29, 2014 for the T-Hangers and Sun Shade Construction at the relocated Conway Airport. This project includes three -12 bay enclosed T-Hangers and One 10 bay open sided Sun Shade with one shaded community aircraft detailing area. Six bids were received as summarized below:

| | |
|---------------------------|--------------------|
| Pick-It Construction | \$1,949,003.70 |
| Dayco Construction | \$1,962,095.00 |
| CWR Construction | \$2,231,818.00 |
| Dennis Allen Construction | \$2,362,000.00 |
| Ideal Construction | \$2,386,999.95 |
| Davis Development, LLC | Irregular Proposal |
| Engineers Estimate | \$2,100,000 |

The Tabulation of Bids is attached.

The bid submitted by Davis Development contained an error in recording the unit price. This error resulted in a \$300,000 error (less than the bid amount read) and the contractor was not willing to accept the project for \$300,000 less than what he thought his bid was.

The project engineer, Garver, has knowledge of quality of work by Pick-It Construction and has expressed a favorable opinion of this contractor's ability.

As you are aware, an application for a \$350,000 grant for this project has been submitted to the Arkansas Department of Aeronautics for consideration at their February 12, 2014 meeting.

I recommend award of this project to the low bidder, Pick-It Construction.

The funds for this project are included in the budget (\$1,900,000) for the Cantrell Field land sales proceeds.

Thanks
 Ronnie Hall

CONWAY MUNICIPAL AIRPORT
T-HANGAR CONSTRUCTION
BID TABULATION
BID OPENING: JANUARY 29, 2014 at 1:30 PM

| ITEM NO. | SPEC. NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | ENGINEER'S ESTIMATE | | PICK-IT CONSTRUCTION | | DAYCO CONSTRUCTION | | DAVIS DEVELOPMENT LLC OF MONTICELLO | | CWR CONSTRUCTION, INC. | | DENNIS ALLEN CONST. CO., INC. | | IDEAL CONSTRUCTION CO. | |
|----------|-------------|--|------|--------------------|---------------------|----------------|----------------------|----------------|--------------------|----------------|-------------------------------------|-------------------|------------------------|----------------|-------------------------------|----------------|------------------------|----------------|
| | | | | | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 1 | SS-120-3.1 | Site Preparation | L.S. | 100% | \$58,905.00 | \$58,905.00 | \$333,000.00 | \$333,000.00 | \$40,000.00 | \$40,000.00 | | \$0.00 | \$121,747.00 | \$121,747.00 | \$125,960.00 | \$125,960.00 | \$12,000.00 | \$12,000.00 |
| 2 | SS-290-26.1 | 12-Bay T-Hangar | EA. | 3 | \$540,000.00 | \$1,620,000.00 | \$408,500.00 | \$1,225,500.00 | \$509,000.00 | \$1,527,000.00 | | \$0.00 | \$524,440.00 | \$1,573,320.00 | \$411,690.00 | \$1,235,070.00 | \$662,000.00 | \$1,986,000.00 |
| 3 | SS-292-24.1 | Shade Hangar | EA. | 1 | \$385,000.00 | \$385,000.00 | \$50,000.00 | \$50,000.00 | \$359,000.00 | \$359,000.00 | | \$0.00 | \$396,078.00 | \$396,078.00 | \$365,110.00 | \$365,110.00 | \$366,000.00 | \$366,000.00 |
| 4 | SS-300-5.1 | Electrical Service and Power Distribution System | L.S. | 100% | \$35,000.00 | \$35,000.00 | \$340,000.00 | \$340,000.00 | \$35,000.00 | \$35,000.00 | | \$0.00 | \$23,508.00 | \$23,508.00 | \$632,575.00 | \$632,575.00 | \$22,000.00 | \$22,000.00 |
| 5 | P-620-5.1 | Reflective Runway and Taxiway Painting | S.F. | 219 | \$5.00 | \$1,095.00 | \$2.30 | \$503.70 | \$5.00 | \$1,095.00 | | \$0.00 | \$535.00 | \$117,165.00 | \$15.00 | \$3,285.00 | \$4.57 | \$999.95 |
| TOTALS | | | | | | \$2,100,000.00 | | \$1,949,003.70 | | \$1,962,095.00 | | IRREGULAR PROPSAL | | \$2,231,818.00 | | \$2,362,000.00 | | \$2,386,999.95 |

Corrected Prices

GARVER
Blake W. Roberson, AR PE 13646





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

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

February 5, 2014

Mayor Tab Townsell
1201 Oak Street
Conway, Arkansas 72032

RE: Access Improvements to Existing Cantrell Field
Proposed Engineering Contract

Dear Mayor Townsell;

Garver was ranked number 1 in the ranking of engineers based on the "Statement of Qualification" submitted for the Access Improvements to Existing Cantrell Field. Garver has submitted the attached engineering contract for consideration and is ready to proceed immediately with this project.

The initial phase of the engineering contract, "Planning, Environmental and Concept Phase" is needed to develop the preliminary plans, consider alternative concepts and develop traffic models necessary to evaluate the impact of this project on existing intersections and interstate ramps. The study area for this project includes both 127 Interchange and 129 Interchange as well as major streets near these interchanges and connecting arterials. This phase of the project would also document any negative impact the project would have on the environment. This effort is required to provide the Arkansas Highway and Transportation Department (AHTD) and the Federal Highway Administration (FHWA) the information needed to render a decision on their approval of the project. As noted this phase of the project is estimated to cost \$488,997. It is likely to take 6 months to one year to get FHWA and AHTD approval.

The next phase of the engineering effort (after FHWA and AHTD approval has been received) is to develop the construction plans and specifications for Project One – Oak Street to Sixth Street Connector Parkway and Project Two – Interstate 40 Overpass connecting Elsinger Boulevard to Sixth Street.

As shown in the Contract the estimated engineering cost for Project One (Oak to Sixth Street Connector) is \$519,229 with an estimated \$164,700 for Right of Way Acquisition services and Soils Investigation for a total amount of \$673,929.

As shown in the Contract the estimated engineering cost for Project Two (Interstate 40 Overpass connecting Elsinger Boulevard to Sixth Street) is \$541,740 with an estimated \$158,000 for Right of Way Acquisition services and Soils Investigation for a total amount of \$673,929.

The proposed engineering contract will be an hourly rate contract based on the number of hours the several classifications of employees may work on this project. The total estimated amount is \$1,841,166.

I recommend we approve this contract and proceed with the engineering effort required to get this project approved by AHTD and FHWA.

Please advise if you have questions or need additional information.

Thanks
Ronnie Hall



AGREEMENT FOR PROFESSIONAL SERVICES
City of Conway
Faulkner County, Arkansas
Project No. 12017590

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made by and between the **City of Conway**, hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as the "GARVER".

The Owner intends to make the following improvements:

A connection to Oak Street (US 64) at the Interstate 40 Interchange and an overpass of Interstate 40 at Elsinger Boulevard. Project 1 is a four lane median divided street near or at the I-40 eastbound on ramp extending to 6th Street approximately 400 feet east of 5th Avenue. Project 2 is a four lane overpass, with pedestrian and bicycle friendly considerations spanning Interstate 40 from the intersection of Elsinger Boulevard and Amity Road to a touch down point near the eastern end of 6th Street.

GARVER will provide professional services related to these improvements as described herein.

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. Execution of the agreement by GARVER and the Owner constitutes the Owner's written authorization to GARVER to proceed on the date last written below with the services described herein. This agreement supersedes all prior written or oral understandings associated with services to be rendered, including any teaming agreements.

SECTION 1 - EMPLOYMENT OF GARVER

The Owner agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

SECTION 2 - SCOPE OF SERVICES

GARVER's scope of services is described in attached Appendix A and is summarized as follows:

| Phase | Estimated Fee |
|---|----------------------|
| Planning, Environmental, and Concept Phase | \$488,997 |
| Project 1 – Oak Street Interchange Modifications and Access to 6 th Street | \$673, 929 |
| Project 2 – Elsinger Overpass | \$678, 240 |
| Total | \$1,841,166 |

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES (except for travel demand modeling, geotechnical services, property record research, property acquisition services and as may be modified for additional services required), the Owner will pay GARVER on an hourly rate basis. The



Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

The table in Appendix C presents a summary of the estimated fee amounts and fee types for this contract as listed in Section 2.

The Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to GARVER under this agreement is estimated to be \$1,841,166. The actual total fee may exceed this estimate. Garver will notify the Owner and seek approval from Owner before exceeding the estimated amounts shown in Section 2. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix C with approximate current hourly rates for each employee classification. The rates shown in Appendix B will be increased annually with the first increase effective on or about June 1, 2015.

Expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost plus 10 percent for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner for the scope of services described in this agreement. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

As directed by the Owner, some billable work may have been performed by GARVER prior to execution of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Owner.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B will be increased annually with the first increase effective on or about June 1, 2015.

SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER



of all decisions within a reasonable time so as not to delay the work of GARVER.

2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.
3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this contract, except as otherwise described in Section 2 – Scope of Services.
4. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
5. Furnishing GARVER a current boundary survey with easements of record plotted for the project property.
6. Paying all plan review and advertising costs in connection with the project.
7. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
8. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
9. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
10. Owner will not hire any of GARVER's employees during performance of this contract and for a period of one year beyond completion of this contract.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

GARVER's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, GARVER will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

GARVER's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and GARVER's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

GARVER retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification,



extension, or expansion of this Project or on any other project, unless under the direction of GARVER, shall be without liability to GARVER and GARVER's consultants. The Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of GARVER.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that the Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.

5.2 Opinions of Cost

Since GARVER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, GARVER's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but GARVER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by GARVER.

The Owner understands that the construction cost estimates developed by GARVER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, GARVER will not be required to re-design the project without additional compensation.

5.3 Underground Utilities

GARVER will not provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. Additionally, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, GARVER is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, construction, or other subconsultants working under a subcontract to this agreement.

GARVER will subcontract with a company specializing in locating underground utilities and will pass the direct cost plus 10 percent from the locating company to the Owner. GARVER will survey the locations marked by the locating company and the utility owners. GARVER will not be responsible for the completeness or accuracy of the markings made by locating company or utility owners, nor will GARVER be liable for costs incurred by the Owner due to incomplete or inaccurate utility markings.



5.4 Insurance

GARVER currently has in force, and agrees to maintain in force for the life of this Contract, the following minimum schedule of insurance:

| | |
|--|-----------------|
| Worker's Compensation | Statutory Limit |
| Automobile Liability (Combined Property Damage and Bodily Injury) | \$500,000.00 |
| General Liability (Combined Property Damage and Bodily Injury) | \$1,000,000.00 |
| Professional Liability | \$2,000,000.00 |

5.5 Records

GARVER will retain all pertinent records for a period of two years beyond completion of the project. Owner may have access to such records during normal business hours.

5.6 Indemnity Provision

Subject to the limitation on liability set forth in Section 5.8, GARVER agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of GARVER, its subconsultants, or any other party for whom GARVER is legally liable, in the performance of their professional services under this contract.

The Owner agrees to indemnify GARVER for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Owner, its agents, or any other party for whom the Owner is legally liable, in the performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of GARVER and the Owner, they shall be borne by each party in proportion to its own negligence.

5.7 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and GARVER, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of GARVER and its subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of GARVER and its subconsultants to all those named shall not exceed GARVER's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor Garver shall be liable, whether based on



contract, tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

5.7.1 Hazardous Materials

Nothing in this agreement shall be construed or interpreted as requiring Subconsultant to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste. Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, Owner shall indemnify, defend and save Garver and its affiliates, subconsultants, agents, suppliers, and any and all employees, officers, directors of any of the foregoing, if any, from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment, including, without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of hazardous material, whether above or below ground.

5.8 Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and GARVER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

The Owner and GARVER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

SECTION 6 - CONTROL OF SERVICES

This is an Arkansas Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and GARVER, the matter shall be resolved in accordance with the Laws of the State of Arkansas.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to GARVER. If this Agreement is so terminated, GARVER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs.



SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and GARVER each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither the Owner nor GARVER shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 8 – APPENDICES AND EXHIBITS

8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

8.1.1 Appendix A – Scope of Services

Exhibit A-1 – Planning Map

Exhibit A-2 – Engineering and Operational Map

Exhibit A-3 – Environmental Clearance Map

Exhibit A-4 – Project 1 Design Map

Exhibit A--5 – Project 2 Design Map

8.1.2 Appendix B – Hourly Rate Schedule

8.1.3 Appendix C – Esimation of Costs and Fees

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



IN WITNESS WHEREOF, Owner and GARVER have executed this Agreement effective as of the date last written below.

CITY OF CONWAY

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



**City of Conway, Arkansas
Resolution No. R-14-_____**

**A RESOLUTION TO NAME THE CITY OF CONWAY NEW SPECIAL NEEDS BASEBALL FACILITY
"BRAVES FIELD"**

Whereas, the City of Conway is building a new special needs baseball field to be located in Curtis Walker Park; and

Whereas, the Conway Braves served as a parent-organized and volunteer-run baseball program for over a decade serving the needs of hundreds of children and adults with special needs in our community; and

Whereas the City of Conway wishes to honor the legacy of the Conway Braves.

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

This new baseball facility shall be named "Braves Field"
in honor of the Conway Braves.

PASSED this 11th day of February, 2014.

Approved:

Mayor Tab Townsell

Attest:

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



**City of Conway, Arkansas
Resolution No. R-14-___**

A RESOLUTION TO NAME THE SEATING AREA AT BRAVES FIELD "BEN'S BLEACHERS"

Whereas, the City of Conway is building Braves Field, named in honor of the Conway Braves, to serve the needs of special needs individuals in our community; and

Whereas, the Conway Braves baseball program was founded by the parents of Ben Patterson in 2003 to allow him to play baseball along with other special needs children and adults; and

Whereas, the City of Conway wishes to honor the memory of Ben Patterson.

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

The seating area at Braves Field shall be named "Ben's Bleachers"
in memory of the original Conway Brave, Ben Patterson.

PASSED this 11th day of February, 2014.

Approved:

Attest:

Mayor Tab Townsell

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Ordinance No. O-14-_____**

AN ORDINANCE ACCEPTING AND APPROPRIATING GRANT PROCEEDS AWARDED TO THE CITY OF CONWAY –MIRACLE LEAGUE FOR BRAVES FIELD; AND FOR OTHER PURPOSES:

Whereas, the City of Conway has been awarded a grant in the amount of \$30,000 by the Central Arkansas Planning and Development District to construct a Miracle League baseball field for special needs children and adults and an accompanying handicap-accessible playground.

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

Section 1. The City of Conway shall accept grant proceeds in the amount of \$30,000 from CAPDD and appropriate into State Grant Revenue account 399-000-4201 and CIP – Misc account 399-140-5990.

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

PASSED this 11th day of February, 2014.

Approved:

Mayor Tab Townsell

ATTEST:

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



CENTRAL ARKANSAS

Planning & Development District, Inc.

Serving The
Counties of:
❖ FAULKNER
❖ LONOKE
❖ MONROE
❖ PRAIRIE
❖ PULASKI
❖ SALINE

January 24, 2014

Tab Townsell, Mayor
1201 Oak St.
Conway, AR 72032

Re: General Improvement Funds through CAPDD Act 1518 of 2013

Dear Mr. Grimes:

Congratulations! The Central Arkansas Planning and Development District's Board of Directors has approved your grant application for General Improvement Funding to construct a Miracle League baseball field for special needs children and adults and an accompanying handicap-accessible playground. Leigh Ann Pool has been assigned as your CAPDD grant contact for the duration of this project. For grant management and communication purposes, your grant # is **CA1518-4-031**, please include this number on all correspondence.

The Grant Agreement Document of which two are enclosed, will serve as the basis for the management of this grant. *Please sign both copies, keep one for your records and send the other signed copy back to your CAPDD grant contact.*

This grant award, as mandated, is an advancement/reimbursable or "as needed" funding basis. Please utilize the "Attachment B" Grant Payment Form to request funding as warranted by progress toward project completion. For an advancement, please attach invoices for the payments that need to be made; for a reimbursement, attach the same information plus proof of payment. In the case of an advancement of funds, unless otherwise arranged, CAPDD will make the payments directly to the vendors who have invoiced your organization and provide a copy to you for your records.

The attached CAPDD General Improvement Fund Grant Project Closeout Letter must be dated, signed and returned to your assigned CAPDD grant contact *when your project is complete.*

Sincerely,

Rodney Larsen
Executive Director

CC: State Senator Jason Rapert
State Representative Stephen Magie
State Representative David Meeks
The Honorable Allen Dodson, Faulkner County Judge

Attachments: CAPDD GIF Grant Agreement
CAPDD GIF Grant Payment Form
CAPDD GIF Grant Closeout Letter

902 N. Center Street • P.O. Box 300 • Lonoke, Arkansas 72086

Phone 501-676-2721 ☎ FAX 501-676-5020 ☎ TDD Only: 711

Equal Opportunity Employer / Programs

Central Arkansas Planning & Development District, Inc.
General Improvement Fund Grant Program
Grant Agreement

Grantee: City of Conway- Miracle League

Grant #: CA1518-4-031

Grant Amount: \$ 30,000 Purpose: to construct a Miracle League baseball field for special needs children and adults and an accompanying handicap-accessible playground

GRANTOR

**Central Arkansas Planning and Development District,
Inc.
P.O. Box 300
Lonoke, AR 72086
Phone: (501) 676-2721**

GRANTEE

**City of Conway- Miracle League
1201 Oak St.
Conway, AR 72032
Phone: 5012690412**

1. PURPOSE

This Agreement is entered into by Central Arkansas Planning and Development District, Inc. (CAPDD), herein referred to as Grantor, and **City of Conway- Miracle League**, herein referred to as Grantee. The Grantor has received General Improvement Funds from the Arkansas General Assembly under Act 1518 of 2013 to be utilized to assist local, public, governmental jurisdictions and/or non-profit organizations to plan, develop, promote and/or implement economic and community development projects/activities designed to improve the economic, community and/or social well-being of the citizens of Arkansas. The Grantee agrees to implement and complete a General Improvement Fund Program project in accordance with the provisions of this Agreement.

2. LEGAL AUTHORITY

By signing this Agreement the Grantee certifies that it possesses legal authority to accept grant funds under the General Improvement Fund program. The act of signing will also certify that the Grantee will comply with all parts of this Agreement, and the Grantee accepts full legal responsibility for properly implementing the project described in the original grant application documents and agrees to expend funds on items requested and itemized in the original grant application form.

3. FINANCIAL MANAGEMENT AND ACCOUNTING

The Grantee will establish and/or maintain a financial management and accounting system, which conforms to generally accepted accounting principles and complies with requirements of the State Purchasing Law, the General Accounting and Budgetary Procedures Law, and other applicable fiscal control laws of the State of this State and regulations promulgated by the Department of Finance and Administration shall be observed in connection with the utilization of said grant funds.

4. RECORDKEEPING

Grantee will maintain records of all project expenditures on file for a period of three years or until the Grantee's audit for the period in which grant funds were utilized have been conducted. The Grantor and duly authorized officials of the State will have full access and the right to examine any pertinent

documents of the Grantee or persons or organizations with which the Grantee may contract, which involve transactions related to this Agreement.

5. REPORTING

The Grantee agrees to provide Grantor with a final close-out report within sixty (60) days of project completion on which grant funds have been utilized, (See Attachment "A" - Closeout Form).

6. TERM

Grantee shall complete the expenditure of funds and implementation of the project within twelve (12) months after the date of the grant award, as noted herein. If Grantee is unable to complete the project within the 12 month period, due to circumstances beyond their control, an extension may be granted. Grantees should request an extension in writing to the Grantor.

7. INDEMNIFICATION

The Grantee agrees to follow all local and state laws and regulations.

8. METHOD OF PAYMENT

The Grantor shall make payment of authorized grant funds upon proper execution of this Grant Agreement by the Grantee. In no event will the total amount of grant funds to the Grantee for allowable expenses incurred in relation to the project exceed the amount noted on Page 1 of this Agreement as the Grant Amount.

For grants awarded for \$20,000 or more, the Grantee will receive grant funds on a reimbursement or advancement basis as often as needed. State Procurement Laws must be followed. (See Attachment "B" – Grant Payment Form).

9. MODIFICATIONS

The Grant Agreement may be modified, at the discretion of the Grantor, only with prior written notification from the Grantee. The Grantee will be notified, in writing, of the decision of the Grantor.

Approved for the Grantor

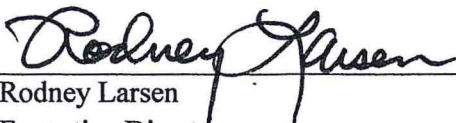
Approved for the Grantee

BY:

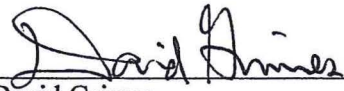
BY:

CENTRAL ARKANSAS PLANNING
AND DEVELOPMENT DISTRICT, INC.

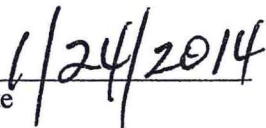
City of Conway- Miracle League



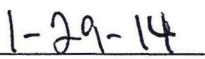
Rodney Larsen
Executive Director



David Grimes,
Alderman



Date



Date

CITY OF CONWAY, ARKANSAS

Permits, Inspections & Code Enforcement
 Bart Castleberry, Director
 1201 Oak Street Conway, Arkansas 72032
 Phone 501-450-6107 Fax 501-450-6144
www.cityofconway.org



MEMO:

TO: Mayor Tab Townsell
 FROM: Bart Castleberry
 DATE: February 3rd, 2014
 SUBJECT: Recommendations to the City of Conway Building Code Board of Appeals

I would like to recommend the following appointment and re-appointments to the City of Conway Building Code Board of Appeals:

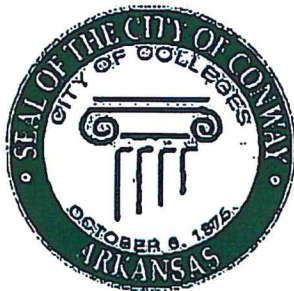
| | | | |
|------------------|--------------------|---------------------------|-------------|
| Mr. Scott Paul | (Alternate Member) | Public Citizen at Large | 1 Year Term |
| Mr. Gene Hendrix | (Alternate Member) | Industry Citizen at Large | 1 Year Term |
| Mr. Jim Bond | (Regular Member) | Structural Engineer | 4 Year Term |

The Citizen at Large positions are limited to 1 year terms.

Mr. Bonds was initially appointed in 2009 and is now eligible for reappointment to a 4 year term.

Thank you,

Bart Castleberry
 Director
 Permits & Code Enforcement



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

RECEIVED
OCT 31 2013
BY: *JH*

Date: 10-31-13

Board applying for: (One board per form)

Building Code of Appeals

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

Person Nominated: Scott A. PAUL

Address: 1960 Payne Lane City, State, Zip Conway, AR 72034

Phone/Home: 501-269-9891 Work: 501-269-9891

Person making nomination: Self

Address: _____

Phone/Home: _____ Work: _____

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

Please provide the following information for consideration to a City of Conway Board/Commission.

List community/civic activities. Indicate activities in which you (or your nominee) are or have been involved.

Member of First Presbyterian, Conway, AR; Member of Arkansas Red Cross, Conway Chapter; Former member of Conway Noon Rotary, 2009-2010; Former representative in Town Meeting, 2002-2004, Brattleboro, VT; Former chair of town Finance Committee, 2005-2006, Brattleboro, VT; Former senior Warden, St. Michael's Church, Brattleboro, VT.

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

Coming from an accounting and finance background, serving on the board would give me exposure to a new industry and something new to learn. It would be a chance to give back to my community. I have a careful attention to detail and enjoy learning about technical matters.

What contributions do you hope to make?

I would be committed to attending all board meetings, be prepared for the meetings, be prepared to ask questions and learn from fellow board members. I would commit myself to learning the City of Conway building, mechanical and electrical codes.

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

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

Age: 44 Sex: M Race: W

Occupation: Accountant Ward 2

Email Address: _____

Scott Alan Paul
Signature of Applicant or Nominator

10-31-13
Date

CITY OF CONWAY, ARKANSAS

Department of Planning & Development
1201 Oak Street Conway, Arkansas 72032
J. Lynn Hicks, CBO - Building Official / Assistant Director of
Permits, Inspections & Code Enforcement
Phone 501-450-6107 Fax 501-513-3504



APPLICATION FOR APPOINTMENT
TO THE
CITY OF CONWAY
BUILDING CODE BOARD OF APPEALS

Full Name: H. EUGENE HENDRIX
Address: 1900 S. DONAGHEY AVE.
Phone Number: 501-336-9687 Cell Number: 501-730-1722 Fax Number: N/A
Email Address: N/A

Education, Certifications, Licenses and Experience applicable to meeting the qualifications necessary to serve on the Board of Appeals: *(Please list qualifications below or attach a resume listing education and experience)*

LSU / BSIE - UAM / LICENSED ARCHITECT (EMERITUS STATUS) FIELD ARCHITECT 36 YEARS

The Board of Appeals consists of a cross-section of the building community with members from specific trades along with two citizens at large.

Please mark the positions for which you are interested and qualified to fill on the Board:

- | | | |
|---|--|--|
| <input type="checkbox"/> Architect or Engineer | <input type="checkbox"/> Residential Contractor | <input type="checkbox"/> Commercial Contractor |
| <input type="checkbox"/> Fire Protection Contractor | <input type="checkbox"/> Electrical Contactor | <input type="checkbox"/> Mechanical Contractor |
| <input checked="" type="checkbox"/> Industry Citizen at Large | <input type="checkbox"/> Public Citizen at Large | |

Thank you for your interest in serving on the City of Conway Building Code Board of Appeals

If you have any questions, please call Lynn Hicks @ 501-450-6107.

CITY OF CONWAY, ARKANSAS

Department of Planning & Development

1201 Oak Street Conway, Arkansas 72032

J. Lynn Hicks, CBO - Building Official / Assistant Director of
Permits, Inspections & Code Enforcement

Phone 501-450-6107 Fax 501-513-3504



APPLICATION FOR APPOINTMENT TO THE CITY OF CONWAY BUILDING CODE BOARD OF APPEALS

Full Name: James L Bonds

Address: 3187 Schichtl Drive, Conway, AR 72034

Phone Number: 501-450-9222 Cell Number: 501-336-4809 Fax Number: 501-450-9272

Email Address: jaybonz@conwaycorp.net

Education, Certifications, Licenses and Experience applicable to meeting the qualifications necessary to serve on the Board of Appeals: *(Please list qualifications below or attach a resume listing education and experience)*

Education: Bachelor of Science in Civil Engineering, University of Arkansas, 1972.

Certifications and Licenses: American Society of Civil Engineers; registration with National Council of Engineering Examiners; licensed professional engineer in states of Arkansas, Missouri, Oklahoma, Tennessee.

Professional Experience: Thirty six years of experience in the fields of civil and structural engineering on a wide variety of project types including fossil and nuclear power plants, industrial and manufacturing plants, water and wastewater facilities, institutional buildings, commercial buildings, hospitals, detention facilities, streets and storm drainage, and residential land development. Construction experience working for general contracting company and co-owner of small general contracting company. Present owner of a consulting engineering company established in 1992 and located in Conway, Arkansas, practicing civil and structural engineering.

The Board of Appeals consists of a cross-section of the building community with members from specific trades along with two citizens at large.

Please mark the positions for which you are interested and qualified to fill on the Board:

Architect or Engineer Residential Contractor Commercial Contractor
 Fire Protection Contractor Electrical Contactor Mechanical Contractor
 Industry Citizen at Large Public Citizen at Large

Thank you for your interest in serving on the City of Conway Building Code Board of Appeals

If you have any questions, please call Lynn Hicks @ 501-450-6107.



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

Date: 6.8.9

Board applying for: (One board per form)

BUILDING CODE BOARD OF APPEALS

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

Person Nominated: MR. JAMES L. BONDS

Address: 3187 SCHICHL DR. City, State, Zip CONWAY, AR. 72034

Phone/Home: 450-9222 Work: 336-4809

Person making nomination: LYNN HICKS

Address: 1201 OAK ST.

Phone/Home: 450 6107 Work: 450 6107

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



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

B. Finley Vinson, P.E.
 Traffic Engineer
finley.vinson@cityofconway.org
 501-450-6165

February 5, 2014

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

Re: Conversion to Flashing Yellow Operation
 Oak St & Bob Courtway Dr., Dave Ward Dr. and Hogan Rd., and Skyline Dr. and I-40SB

Dear Mayor Townsell,

Quotes were solicited and opened at 4:00 pm, Wednesday, January 22, 2014 for the above referenced project. This project involves the conversion of the following intersections to yellow flashing operation: Oak St. and Bob Courtway Dr., Dave Ward Dr. and Hogan Rd., and Skyline Dr. and I-40SB, and Dave Ward Dr. and Hogan Rd. In addition to the yellow flashing conversion, protected left turn signals will be added for the northbound and southbound movements at Dave Ward Dr. and Hogan Rd. Two quotes were received and are listed below. LEG Enterprises Inc. elected not to submit a quote.

All Service Electric, Inc.:

| | |
|------------------------------|-------------|
| Oak St. and Bob Courtway Dr. | \$5,600.00 |
| Dave Ward Dr. and Hogan Rd. | \$7,014.00 |
| Skyline Dr. and I-40SB | \$5,564.00 |
| Total | \$18,178.00 |

DeSoto County Electric, Inc.:

| | |
|------------------------------|-------------|
| Oak St. and Bob Courtway Dr. | \$8,550.88 |
| Dave Ward Dr. and Hogan Rd. | \$6,896.98 |
| Skyline Dr. and I-40SB | \$4,416.13 |
| Total | \$19,863.99 |

I recommend award of Oak St. and Bob Courtway Dr. to the low bidder All Service Electric, Inc. of Hot Springs, Arkansas in the amount of \$5,600.00, and the remaining two intersections to the low bidder DeSoto County Electric, Inc. of Horn Lake, MS in the amount of \$11,313.11.

Please advise if you have questions or need additional information.

Sincerely,

B. Finley Vinson III, P.E.



City of Conway, Arkansas
Ordinance No. O-14- _____

AN ORDINANCE WAIVING THE COMPETITIVE BID PROCESS FOR THE PURCHASE & REPAIR OF TRAFFIC SIGNAL PRODUCTS FOR THE CONWAY STREET DEPARTMENT; AND FOR OTHER PURPOSES

WHEREAS, the traffic signal industry is highly specialized and limited in available products are controlled by regional vendors; and

WHEREAS, Temple Inc. is the only available source for Siemens traffic control products and traffic camera products as well as other specialized products; and

WHEREAS, Mid American Signal is the only available source for the repair and purchase of autoscope camera systems and specialized equipment; and

WHEREAS, Pinkley Sales is the only available source for the repair and purchase of Peek Camera equipment as well as other specialized equipment.

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

Section 1. The City of Conway shall waive the requirement for obtaining competitive bids and shall accept Temple Inc., Mid-American Signal, & Pinkley Sales as the vendors for traffic signal and specialized equipment purchase or repair for the Conway Street Department.

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

PASSED this 11th day of February, 2014.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CITY OF CONWAY
SANITATION DEPARTMENT

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

Cheryl Harrington
Director

December 19, 2013

Mayor Tab Townsell
1201 Oak Street
Conway, AR 72032

Re: Universal Refuse Roll Carts & Recycling Roll Carts

Dear Mayor Townsell,

Bids were submitted on Tuesday December 10, 2013 at City of Conway City Hall for 96 Gallon Universal Refuse and Recycling Roll Carts. Two bids were submitted:

| | |
|-----------------------|------------|
| Rehig-Pacific Company | \$51.46 ea |
| Toter Incorporated | \$53.76 ea |

Recommendation is for Bid #2 from Toter Inc. for \$53.76 each. We have many Toter carts throughout the City and are impressed with the quality and design of the Toter product.

Sincerely,

Cheryl Harrington
Sanitation Director



January 21, 2014

Ms. Rebecca McHughes
City of Conway
1201 Oak Street
Conway, AR 72034
Email: Rebecca.mchughes@cityofconway.org

REF: City of Conway Bid for "Specifications for 96 Gallon Refuse Roll Carts (Green) and Specifications for Universal Mobile Recycling Containers (Blue)"
Opening: December 10th, 2013 at 10:00AM
Clarification of Pricing

Dear Rebecca,

Per your request, I am writing to clarify Toter, LLC's pricing in our bid for the above-referenced bid. Toter's price of \$53.76 includes all freight to ship carts to the City, but does not include applicable taxes.

In reviewing the bid and our pricing provided to the City, we realize that we should have included the taxes in pricing, and we wholly apologize for the inconvenience this has caused.

Our pricing with taxes (8.75%) would be an additional \$4.70, for a total price of \$58.46, and freight would be included in that pricing.

Again, we apologize for this mistake. Please feel free to contact me in the event of any further questions.

Sincerely,

A handwritten signature in blue ink that reads "Kellie K. Clark".

Kellie K. Clark
Sr. Manager, Bids & Contracts
Toter, LLC
841 Meacham Road
Statesville, NC 28677
800-424-0422, Ext. 257 - office
704-872-8171, Ext. 257 - office
kclark@toter.com

BID SUMMARY
96 gallon Universal Refuse and Recycling Roll Carts
Bid #2014-07

Bid #1 submitted by Rehrig Pacific Company
\$51.46 each
Delivery time 30 to 45 Days after receipt of order
Amount per truck load 486

Bid #2 submitted by Toter Incorporated
\$53.76 each
Delivery time 4 Weeks
Amount per truck load 624

I recommend the bid from Toter Incorporated for \$53.76 each, these are the carts we currently use and they have a lower maintenance cost.



City of Conway – Annual Bid_Sanitation
Universal Refuse Roll (Green Carts) &
Universal Mobile Recycling Containers (Blue Carts)
Bid Number: 2014-07
Bid Opening Date: Tuesday, December 10th, 2013
City Hall, Downstairs Conference Room @ 10:00am

Authorized Agent bidding on this project:

Rehrig Pacific Company

Company Name

John Seabaugh, Sales Representative

Company Representative Name

Lisa Perkins, Municipal Contract Mgr. 12/6/13

Representative's Signature

Date

625 West Mockingbird Lane,

JSeabaugh@RehrigPacific.com

Address

Email Address

Dallas, TX 75247

City

State

Zip

800-426-9189

Cell: 972-977-2723

Telephone Number

214-638-7477

Fax Number

****Please include a separate sheet with cost of each product.***

****Unsigned bids will not be accepted.***



City of Conway, Arkansas
 Pricing Schedule – BID#2014-7
 Rehrig Pacific
 RC671 95 Gallon “NB” Style Roll-Out Cart

| Product | Color | Quantity | Delivered Price | Truckload Quantity |
|-----------------------|-------|----------|-----------------|--------------------|
| RC671 95NB Refuse | Green | 2,500 | \$51.46 | 486 |
| RC671 95NB Recycle | Blue | 1,500 | \$51.46 | 486 |

Pricing is delivered and includes freight and applicable taxes

LEAD TIME: 30-45 Days from receipt of purchase order
BODY HOT STAMP: Conway Solid Waste Custom Logo
LID STAMP: Property of the City of Conway; Do's and Do Nots
SERIAL NUMBER SEQUENCE: 014 000001 +



City of Conway – Annual Bid_Sanitation
Universal Refuse Roll (Green Carts) &
Universal Mobile Recycling Containers (Blue Carts)
Bid Number: 2014-07
Bid Opening Date: Tuesday, December 10th, 2013
City Hall, Downstairs Conference Room @ 10:00am

Authorized Agent bidding on this project:

Toter, LLC

Company Name

Laura P Hubbard, Director, Pricing

Company Representative Name

12-5-2013

Representative's Signature

*Please contact Kellie Clark, Sr. Manager, Bids/Contracts Date
in regards to this bid. 704-872-8171 Ext. 257

841 Meacham Road

kclark@toter.com

Address

Email Address

Statesville

NC

28677

City

State

Zip

800-424-0422 Ext. 257

704-878-0734

Telephone Number

Fax Number

****Please include a separate sheet with cost of each product.***

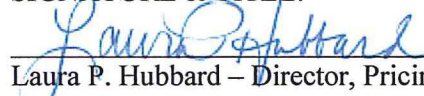
****Unsigned bids will not be accepted.***



TO: Ms. Cheryl Harrington BID OPENING DATE: Dec. 10, 2013
Sanitation Director BID IDENTIFICATION: "96 Gallon
City of Conway Universal Refuse Roll Carts (Green)
& Specifications for Universal Mobile
Recycling Containers (Blue)"

NAME & ADDRESS OF BIDDER:

TOTER, LLC TELEPHONE NUMBER: (704) 872-8171
P.O. BOX 5338 TOLL-FREE NUMBER: (800) 424-0422
STATESVILLE, NC 28687-5338 FAX NUMBER: (704) 878-0734

SIGNATURE & TITLE: **DATE:**
 December 5, 2013
Laura P. Hubbard – Director, Pricing

BID PROPOSAL

In response to your bid request, we are please to submit the following:

Unit Price: \$53.76* for Refuse and Recycling 96 Gallon Carts, Freight Included

Model: Model 79296 - Toter EVR II Universal/Nestable 96 Gallon Carts

- * Pricing is based on orders placed in lots of truckload quantities of 624 carts shipped together to one location. Carts to be shipped 2/3 assembled, with lid, stop bar and axle factory installed. Orders placed for other than these stated quantities may be made, but may be subject to additional freight.
- * Toter has the City's current markings as already created, in house markings. For each new hot stamp marking (never created by Toter), Toter requires an additional \$300.00 one-time die fee.
- * Add \$1.00 per cart for special granite color body with solid color lid.
- * Delivery Timeframe: Current lead time is 2-4 weeks after Toter's receipt of written purchase order, markings approvals, and order confirmations. Lead times are subject to fluctuate based on available capacity at time of order receipt.
- * Taxes: Pricing does not include applicable taxes.
- * Payment Terms: Net 30 Days



City of Conway, Arkansas
Ordinance No. O-14-_____

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

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

| | | |
|-------------------|-------------|----------------------|
| Various Companies | \$39,514.94 | Extra Duty Services |
| DEA | \$2,782.08 | Reimbursement for OT |
| OJP | \$151.22 | Reimbursement for OT |
| DOJ | \$18,722.54 | Grant funds |

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 \$39,515 from 001.121.4185 to the Conway Police departments following 2013 salary accounts:

| | |
|--------------|----------|
| 001.121.5114 | \$16,417 |
| 001.121.5140 | \$23,098 |

Section 2. The City of Conway shall appropriate reimbursement funds from DEA and OJP in the amount of \$2933.3 from 001.121.4186 to the Conway Police Departments 2013 overtime expense account, 001.121.5114.

Section 3. The City of Conway shall appropriate reimbursement funds in the amount of \$18722.54 from 001.121.4752 to the following Conway Police department grant expense accounts:

| | |
|--------------|-------------|
| 401.121.4799 | \$11,548.50 |
| 401.121.5650 | \$7,174.04 |

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

PASSED this 11th day of February, 2014.

Approved:

Attest:

Mayor Tab Townsell

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-14- _____

AN ORDINANCE APPROPRIATING ASSET FORFEITURE FUNDS TO THE CONWAY POLICE DEPARTMENT; AND FOR OTHER PURPOSES

Whereas, the Conway Police Department needs approximately \$10,000 for departmental training, annual conference membership dues, and travel expenses; and

Whereas, money in the Conway Police Department Asset Forfeiture account is allowed, by law, to be used for such purposes as these.

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

Section 1. The City of Conway shall appropriate the following funds from the Asset Forfeiture Fund Balance Appropriation account 250-000-4900, into the following Asset Forfeiture Law Enforcement expenditure accounts:

| | |
|--------------|---------|
| 250.121.5720 | \$5,000 |
| 250.121.5750 | \$5,000 |

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

PASSED this 11th day of February, 2014.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-14- _____

AN ORDINANCE WAIVING BIDS FOR THE PURCHASE OF SEVEN CHEVROLET TAHOES FOR THE CONWAY POLICE DEPARTMENT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

Whereas, the Conway Police Department would like to purchase seven Chevrolet Tahoes which are not currently available through state contract; and

Whereas, George Nunnally Chevrolet has the new 2014 Chevrolet Tahoe available at the 2013 DFA price, \$26,313 each for a total of \$184,191; and

Whereas, the Conway Police Department wishes to purchase these vehicles through the quarter cent pay-as-you-go sales tax proceeds already set aside for such purposes and therefore it is the desire of the City to waive bids.

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

SECTION 1. The City of Conway hereby waives competitive bidding requirements for the purchase of seven 2014 Chevrolet Tahoes from George Nunnally Chevrolet that will be utilized for police purposes.

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

SECTION 3. This ordinance is necessary for the protection of the public peace, health and safety and an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED this 11th day of February, 2014.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer