

Mayor Tab Townsell

City Attorney Michael Murphy

City Clerk/Treasurer Michael O. Garrett



Aldermen

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

City of Conway

5:30p--Committee Meeting:

TBA

6:30pm – City Council Meeting\*

Courtroom in District Court Building

810 Parkway, Conway, AR 72034

June 24<sup>th</sup>, 2008

1. **Call to Order**
2. **Roll Call**
3. **Minutes: June 10<sup>th</sup>, 2008**
4. **Recognition of Guests: *Employee Service Awards***
5. **Public Hearings:**

A. Public hearing to discuss changing the street name Rea Drive to Woodside Drive.

1. Ordinance changing the street name of Rea Drive to Woodside Drive.

**6. Report of Standing Committees:**

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

1. Consideration to allow Cuerden sign Co. to cut down vegetation on the highway right of way, in two different locations located along Interstate 40.
2. Ordinance accepting grant proceeds from the Arkansas Forestry Commission.
3. Consideration of bids for South Salem Road Improvements from Nutter Chapel to 400 feet south of Eggman Lane.
4. Ordinance appropriating engineering services for the Salem Road Railroad Overpass.
5. Ordinance to rezone property located at 963 Farris Road from R-1 to O-2.

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

1. Consideration of entering into an agreement to operate and maintain Cadron Settlement Park.

**C. Public Safety Committee (Police, CEOC, IT Technology, Fire, Dist. Court & City Att., & Animal Control)**

1. Consideration of bids to obtain uniforms for the Conway Fire Department.
2. Consideration of entering into a mutual aid agreement in fire protection and hazardous materials incident response with the City of Maumelle.
3. Ordinance providing funding for District Court to make improvements to the lobby area and purchase additional office equipment.

**D. Finance**

1. Presentation and consideration of the 2007 Comprehensive Annual Financial Report with Auditor's Report by JPMS Cox. ***(Information to be provided)***

**7. Old Business**

**8. New Business**

**Adjournment**



**City of Conway, Arkansas  
Ordinance No. O-08- \_\_\_\_\_**

**AN ORDINANCE CHANGING THE STREET NAME REA DRIVE TO WOODSIDE DRIVE WITHIN THE CITY  
LIMITS OF THE CITY OF CONWAY; AND FOR OTHER PURPOSES:**

**WHEREAS;** the street currently named Rea Drive has become an extension of Woodside Drive and;

**WHEREAS;** it is preferable in such a situation for the street name to be consistent throughout the length of the road;

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

**Section 1:** That the street name Rea Drive is hereby changed to Woodside Drive.

**Section 2:** That all ordinances in conflict herewith are hereby repealed to the extent of that conflict.

**Section 3:** That this ordinance is necessary for the protection of the public peace, health and safety, and this ordinance shall be in full force and effective July 15<sup>th</sup>, 2008 after its passage and approval.

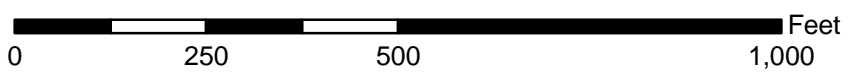
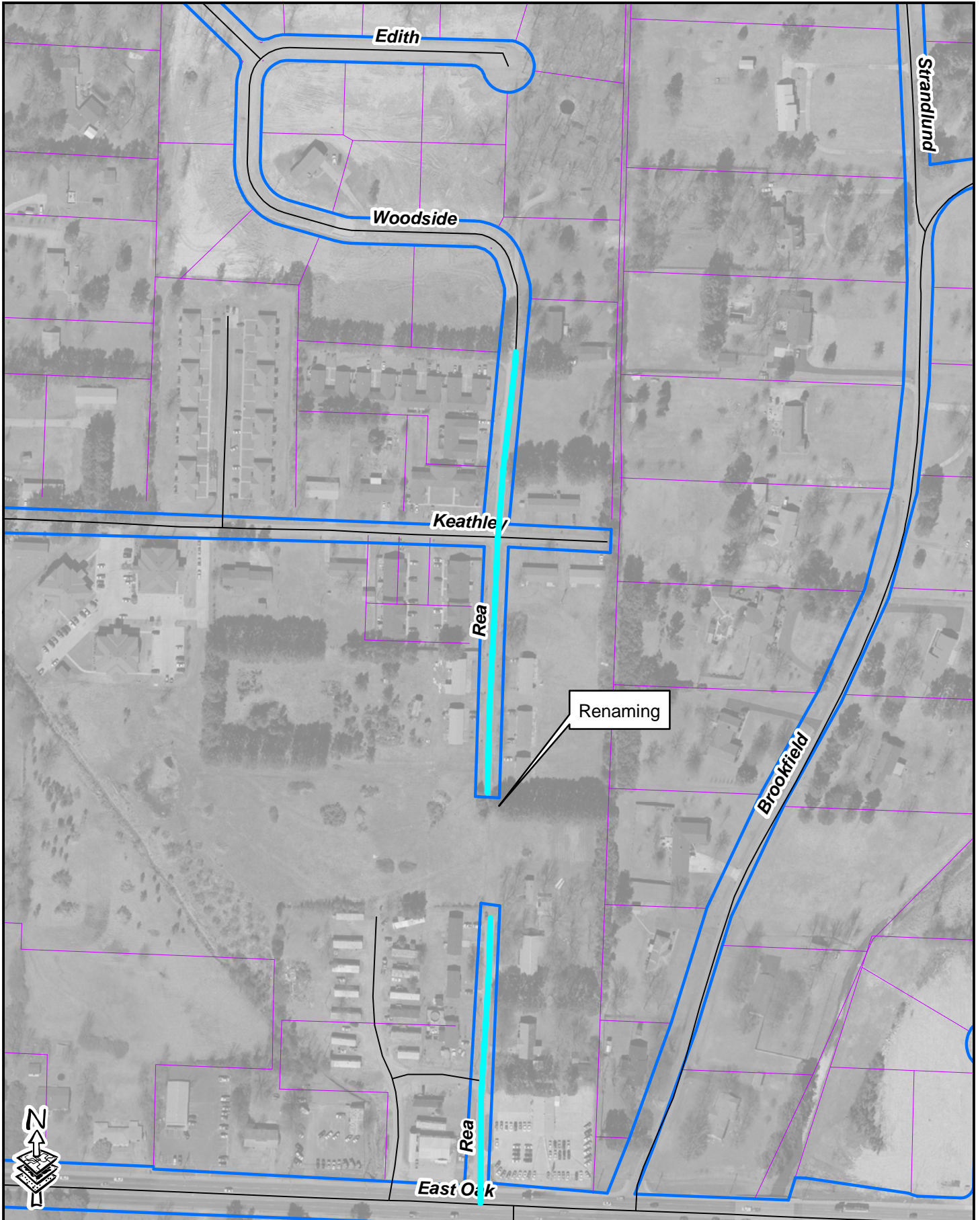
**PASSED** this 24<sup>th</sup> of June, 2008

**APPROVED:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**ATTEST:**

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



**Rea Drive - Woodside Drive  
Street Renaming**

**NOTICE OF PUBLIC HEARING BEFORE THE CITY COUNCIL OF THE CITY OF CONWAY, ARKANSAS:**

The Mayor and Conway City Council will hold a public hearing (per Resolution R-08-17) to discuss changing the street name of Rea Drive to Woodside Drive within the city limits of the City of Conway.

The public hearing will be held during the next City Council meeting at District Court, 810 Parkway Street, Conway, AR on June 10, 2008 at 6:30 p.m.

Interested persons are invited to attend this meeting to comment on the above item.

For additional information please contact Felicia Rogers/Mayor's Office at 501.450.6110. 5-31Sat2tc

# PROOF OF PUBLICATION

STATE OF ARKANSAS }  
County of Faulkner } ss

I, Scot Morrissey, do hereby certify that I am the publisher of the **Log Cabin Democrat**, a daily newspaper published in the City of Conway, Arkansas, and having a bonafide circulation in Faulkner County, Arkansas, that said newspaper has been published at regular intervals continuously during a period of at least twelve (12) months prior to the date of publication of the annexed .....

*Notice*

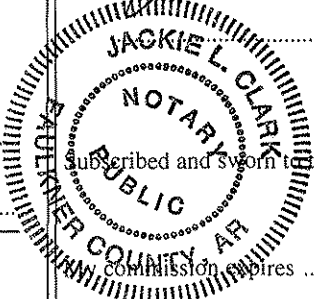
and is in all respects eligible and qualified to publish legal notices under the provisions of Act 152 of the 1937 Acts of the General Assembly of the State of Arkansas as amended by Act 263 of the 1937 Acts of the General Assembly of the State of Arkansas.

I further certify that said legal advertisement, a copy of which is hereby attached, was published in said newspaper for ..... 2 ..... insertions on the following days, to-wit:

*May 31* ..... 20 *08* ..... , 20 .....  
*June 7* ..... 20 *08* ..... , 20 .....  
..... , 20 ..... , 20 .....

*Scot Morrissey*  
Affiant

*Jackie L. Clark*  
Notary Public



Fees for Printing, \$ .....  
Cost of Proof, \$ .....  
Total, \$ 60.00

Subscribed and sworn to this 9<sup>th</sup> day of June, 20 08  
commission expires April 1, 2010



CITY OF CONWAY  
Planning and Development

1201 Oak Street  
Conway, AR 72032

T 501.450.6105  
F 501.450.6144

[www.conwayplanning.org](http://www.conwayplanning.org)

June 16, 2008

Dear Resident,

A Public hearing has been set for June 24<sup>th</sup> for the consideration of renaming **Rea Drive** to **Woodside Drive**. That the City Council shall conduct a public hearing at its regular meeting to be held at the District Courts Building, 810 Parkway Street, Conway, Arkansas, on the 24<sup>th</sup> day of June 2008 at 6:30 p.m.

If you have any questions, please contact the Planning and Development Department at the telephone number above or by email using a link on the Planning and Development Department website ([www.conwayplanning.org](http://www.conwayplanning.org)).

Sincerely yours,

Conway Planning and Development

Staff

**Rea/Keathley (Rental Duplexes)**

KEATHLEY, R S JR  
1615 E OAK ST  
CONWAY AR 72032-5954

**1011 Rea/US 64**

KEATHLEY, ROY  
107 MOUNT NEBO RD  
MOUNT VERNON AR 72111-9503

**1008 Rea**

CLAASSEN, HAROLD J  
1008 REA DR  
CONWAY AR 72032-4502

**1225 Rea**

ONSITE DEVELOPMENT INC  
400 NATURAL RESOURCES DR  
LITTLE ROCK AR 72205-1501

Office Manager  
1225 REA DR  
CONWAY, AR 72032

**Vacant Land between Rea Split**

STONE, LLOYD V JR & BARRO DEVELOPMENT LLC  
PO BOX 10811  
CONWAY AR 72034

**1013 Rea Units A/B**

RESIDENT  
1013 REA DR Unit A  
CONWAY AR 72032

RESIDENT  
1013 REA DR Unit B  
CONWAY AR 72032

**1009 Rea**

RESIDENT  
1009 REA DR  
CONWAY AR 72032

**1012 Rea**

DEUTSCHE BANK NATL TRUST CO  
10801 6TH ST STE 130  
RANCHO CUCAMONGA CA 91730

**1014 Rea**

RESIDENT  
1014 REA DR  
CONWAY AR 72032

**18-27 Rea**

RESIDENT  
18 REA DR  
CONWAY AR 72032

RESIDENT  
19 REA DR  
CONWAY AR 72032

RESIDENT  
20 REA DR  
CONWAY AR 72032

RESIDENT  
21 REA DR  
CONWAY AR 72032

RESIDENT  
22 REA DR  
CONWAY AR 72032

RESIDENT  
23 REA DR  
CONWAY AR 72032

RESIDENT  
24 REA DR  
CONWAY AR 72032

RESIDENT  
25 REA DR  
CONWAY AR 72032

RESIDENT  
26 REA DR  
CONWAY AR 72032

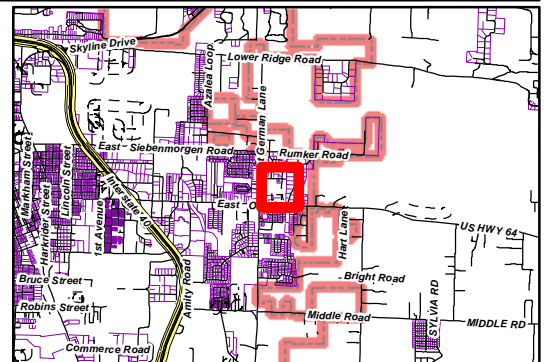
RESIDENT  
27 REA DR  
CONWAY AR 72032





# REA DRIVE

## City of Conway, 72032





June 9, 2008

To Whom It May Concern:

This is to certify that I have no objections to Cuerden Sign Co. Inc. cutting vegetation (bush hogging) on the highway right of way, along the south side of Interstate 40 adjacent to the Cuerden Sign billboard location on the Kay Dickens property just at the 124 mile marker. I understand that this is a permitted activity allowed by the Arkansas Highway & Transportation Department.

Respectfully,

Tab Townsell  
Mayor

DRAFT

June 9, 2008

To Whom It May Concern:

This is to certify that I have no objections to Cuerden Sign Co. Inc. cutting vegetation (bush hogging) on the highway right of way, along the south side of Interstate 40 adjacent to the Cuerden Sign billboard location on the DJ Waller property just at the 126 mile marker. I understand that this is a permitted activity allowed by the Arkansas Highway & Transportation Department.

Respectfully,

Tab Townsell  
Mayor



**City of Conway, Arkansas  
Ordinance No. O-08-\_\_\_\_\_**

**AN ORDINANCE ACCEPTING GRANT PROCEEDS FROM THE ARKANSAS FORESTRY  
COMMISSION; AND FOR OTHER PURPOSES:**

**WHEREAS**, The City of Conway has been awarded a grant totaling \$9,960 to provide trees and educational materials with a 50% matching requirement that will be met through in-kind contributions.

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

**SECTION 1.** The City of Conway shall authorize the City entering into a grant agreement with the Arkansas Forestry Commission and accept grant funding in the amount of \$9,960 and appropriate the same for greenway trees, consulting, education and equipment.

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

**PASSED** this 24<sup>th</sup> day of June, 2008.

**APPROVED:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**ATTEST:**

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



## ARKANSAS FORESTRY COMMISSION

2780 North Garland Ave., Fayetteville, AR 72704

John T. Shannon

State Forester

May 22, 2008

City of Conway  
Bryan Patrick  
1201 Oak Street  
Conway, AR 72034

Dear Mr. Patrick:

I am very pleased to award a grant for \$9,960 to the City of Conway after a detailed review of the Urban & Community Forestry Assistance Grant applications by the grant review committee. The Arkansas Forestry Commission has assigned this project the number UCF08-07. Please sign the enclosed agreement and return to my office.

Your vision will help to foster stewardship of our natural resources and enhance the character and economic viability of our communities. A healthy urban forest insures the citizens in your community will receive the many benefits that trees provide. With sixty percent of our citizens living in urban areas it is important that we keep our communities healthy through proper planning and management of our community forest.

Thank you for your dedication in furthering the importance of Arkansas' natural resources.

Sincerely yours,

A handwritten signature in cursive script that reads "Patti Erwin".

Patti Erwin

GRANT AGREEMENT  
BETWEEN  
ARKANSAS FORESTRY COMMISSION  
AND  
City of Conway

6/2/2008 – 6/1/2009

This Grant Agreement is hereby entered into by and between the Arkansas Forestry Commission, hereafter referred to as 'AFC', and the City of Conway, hereafter referred to as 'Grantee.'

All funds must be used for the purposes stated below. Any modification of purpose, final product, grant award, or matching contribution must be requested in writing and approved by the AFC. All printed materials must have prior approval by AFC. Grantee must raise the entire balance of funds necessary to complete the budget as proposed, from non-federal sources. Grant funds cannot be used for food.

Purpose: Greenway trees \$2,500, consulting arborist \$1,560, personnel education and training \$1,900, citizen education \$3,000, (provide more detail on educational materials), equipment \$1,000.

The \$9,960 grant will be paid on a reimbursement basis upon submission of approved cost records, documentation AND a final project report. The amount paid will equal 50% of the approved project costs, not to exceed either the grant amount or the out-of-pocket expenses. The Grantee shall be responsible for a minimum match of \$9,960 in eligible cash purchases or in-kind contributions.

The Grantee shall be responsible for providing proof-of-payment records for all purchases and in-kind contributions. These include source documentation such as invoices, canceled checks, paid receipts, payroll or time and attendance records, contract documents, and valuation letters for third-party in-kind contributions. Cost records must be retained for three years following conclusion of the project.

The Grantee shall submit a final project performance report, a financial summary with supporting documentation, and a copy of any product developed through the grant within 30 days of project completion, or by **June 30, 2009**, at the latest.

The State Forester and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of the Grantee which are pertinent to the grant in order to make audits, examinations, excerpts, and transcripts.

(For Tree Planting Projects Only) Trees must be maintained for three full years following planting. The Grantee must replace any dead trees within the period of this three-year period. Prior approval is required for substitutions. **All trees must be inspected by an AFC County Forester prior to planting.**

The Grantee agrees to include in all promotion, publicity, programs, advertising, and in any printed materials pertaining to all AFC Urban Forestry funded programs and/or projects, the following credit line: "This project is supported in part by the Arkansas Forestry Commission's Urban Forestry Program and the U. S. Forest Service."

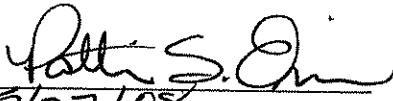
If a Grantee materially fails to comply with any term of this award, as stated above, the AFC may disallow all or part of the cost of the activity or action not in compliance, wholly or partly suspend or terminate the current award for the Grantee, withhold further awards for the program, demand repayment of the grant, or take other legally available remedies.

The Grantee agrees not to discriminate against any employee, applicant for employment or any person participating in any aspect of this grant on the basis of race, creed, color, national origin, religion, sex, age or physical or mental disability.

The Grantee may terminate this entire Agreement, without cause, prior to the expiration of the grant period, upon sixty (60) days written notice. Upon cancellation of this Agreement and release of the unexpended grant funds, the Grantee is fully released of all obligations under this Agreement.

If any part of this Agreement shall be deemed to be or shall, in fact, be invalid, inoperative, or unenforceable as applied, such circumstance shall not have the effect of rendering any other provision of this Agreement invalid, inoperative, or unenforceable to any extent whatever.

We accept this grant subject to the terms and provisions stated above.

Signature   
Date 3/27/08  
Name Patti S. Erwin  
Urban Forestry Coordinator  
Arkansas Forestry Commission  
Organization

Signature \_\_\_\_\_  
Date \_\_\_\_\_  
Name \_\_\_\_\_  
Grantee  
\_\_\_\_\_  
Organization





**CITY OF CONWAY**  
**STREET AND ENGINEERING DEPT.**

100 East Robins • Conway, AR 72032  
501-450-6165 • Fax 501-513-3566

**6A-3**  
**Ronnie D. Hall, P.E.**  
City Engineer

June 18, 2008

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

Re: Salem Road Improvement  
Nutter Chapel Road to the Greens at Nutter Chapel

Dear Mayor Townsell,

Bids were received at 10:00 AM, Wednesday, June 18, 2008 at Conway City Hall for the above referenced project. This project involves the construction of 4,000 feet of 36' curbed street along Salem Road from Nutter Chapel Road south to the north boundary of the Greens at Nutter Chapel PUD. The nine bids received are listed below and detailed on the enclosed bid tabulation.

J's Construction Co.	\$825,859.70
Millsap Construction, Inc.	\$841,826.00
Jerico, Inc.	\$857,155.15
Robinson Backhoe & Dozer Service	\$858,628.71
Tom Lindsey Contractor, Inc.	\$924,869.50
F.P. Bivens Construction Co.	\$982,597.05
JCI Construction, Inc.	\$987,228.00
Paladino-Nash, Inc.	\$1,016,059.20
Engineers Estimate	\$933,013.00

Due to uncertainty in asphalt prices, asphalt was not included in the above bid. Bids for asphalt will be taken when the project is ready for paving. The estimated cost of the asphalt is \$240,000. The total project cost would be \$1,065,859.70.

I recommend award of this bid to the low bidder J's Construction Company in the amount of \$825,859.70.

The majority of the funding approved for this project is pre-paid impact fees from the Greens at Nutter Chapel PUD. The developer has agreed make immediately available to the city the \$722,754 in street impact fees that would typically be required at the completion of the PUD buildings. The remaining \$103,105.70 needs to be appropriated from other funds with an additional \$240,000 required later this year when the street is ready to be paved.

Please advise if you have questions or need additional information,

Sincerely,

Ronnie Hall, P.E.

**CITY OF CONWAY, ARKANSAS**  
 South Salem Road Improvements  
 Nutter Chapel Road to Greens at Nutter Chapel

TABULATION OF BIDS RECEIVED June 18, 2008 10:00 AM

DESCRIPTION	ESTIMATED QUANTITY	UNITS	J's Construction Co		Millap Construction, Inc.		Jd		Jenco, Inc.		Robinson Backhoe & Dozer		ENGINEERS ESTIMATE
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
1 SITE PREPARATION	1	L.S.	\$41,800.00	\$41,800.00	\$38,500.00	\$38,500.00	\$38,500.00	\$38,500.00	\$38,500.00	\$38,500.00	\$38,500.00	\$38,500.00	\$41,800.00
2 UNCLASSIFIED EXCAVATION	6,500	C.Y.	\$6.46	\$41,980.00	\$6.40	\$41,640.00	\$6.50	\$42,250.00	\$6.50	\$42,250.00	\$6.50	\$42,250.00	\$6.50
3 EMBANKMENT MATERIAL	2,800	C.Y.	\$10.75	\$29,980.00	\$8.00	\$22,400.00	\$8.00	\$22,400.00	\$8.00	\$22,400.00	\$8.00	\$22,400.00	\$8.00
4 UNDERCUT & BACKFILL	15,000	C.Y.	\$11.15	\$167,250.00	\$14.80	\$222,000.00	\$12.00	\$180,000.00	\$12.00	\$180,000.00	\$16.50	\$247,500.00	\$12.00
5 CRUSHED STONE BASE	9,000	TON	\$17.03	\$153,270.00	\$16.50	\$148,500.00	\$18.50	\$166,500.00	\$18.50	\$166,500.00	\$18.00	\$162,000.00	\$18.50
6 ASPHALT	0	TON	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7 12" STORM DRAIN	405	L.F.	\$27.63	\$11,180.15	\$21.00	\$8,505.00	\$19.50	\$7,900.50	\$19.50	\$7,900.50	\$24.01	\$9,724.05	\$19.50
8 15" STORM DRAIN	80	L.F.	\$30.50	\$2,440.00	\$27.00	\$2,160.00	\$28.50	\$2,280.00	\$28.50	\$2,280.00	\$28.27	\$2,261.90	\$28.50
9 18" STORM DRAIN	500	L.F.	\$32.30	\$16,150.00	\$28.00	\$14,000.00	\$26.50	\$13,465.00	\$26.50	\$13,465.00	\$28.86	\$14,480.00	\$26.50
10 24" STORM DRAIN	670	L.F.	\$41.85	\$28,039.50	\$38.00	\$25,460.00	\$37.24	\$24,950.80	\$38.00	\$25,460.00	\$38.00	\$25,460.00	\$38.00
11 30" STORM DRAIN	183	L.F.	\$55.45	\$10,147.35	\$54.00	\$9,882.00	\$54.54	\$9,980.82	\$49.02	\$9,070.66	\$49.02	\$9,070.66	\$54.54
12 36" STORM DRAIN	112	L.F.	\$89.80	\$10,055.20	\$89.00	\$9,988.00	\$89.24	\$9,994.88	\$85.98	\$9,629.76	\$85.98	\$9,629.76	\$89.80
13 CURB INLETS	25	EACH	\$2,600.00	\$65,000.00	\$1,950.00	\$48,750.00	\$2,100.00	\$52,500.00	\$2,100.00	\$52,500.00	\$1,600.00	\$40,000.00	\$2,600.00
14 RECONSTRUCT CURB & GUTTER	8,200	L.F.	\$1,000.00	\$8,200.00	\$1,300.00	\$10,660.00	\$1,250.00	\$10,250.00	\$1,170.00	\$9,594.00	\$9.35	\$76,570.00	\$1,000.00
15 CONCRETE CURB & GUTTER	2,650	S.F.	\$30.85	\$81,752.50	\$28.78	\$76,847.00	\$32.00	\$84,800.00	\$32.00	\$84,800.00	\$28.90	\$76,585.00	\$30.85
17 WHEEL CHAIR RAMP	400	S.F.	\$14.65	\$5,860.00	\$12.00	\$4,800.00	\$11.87	\$4,748.00	\$11.87	\$4,748.00	\$9.00	\$3,600.00	\$14.65
18 CONCRETE DRIVEWAY	900	S.Y.	\$35.90	\$32,310.00	\$40.00	\$36,000.00	\$43.14	\$38,626.00	\$37.00	\$33,300.00	\$37.00	\$33,300.00	\$35.90
19 SILT FENCE	8,000	L.F.	\$2.50	\$20,000.00	\$2.00	\$16,000.00	\$3.00	\$24,000.00	\$3.00	\$24,000.00	\$3.00	\$24,000.00	\$2.50
20 B-STONE	500	TON	\$15.15	\$7,575.00	\$18.00	\$9,000.00	\$17.50	\$8,750.00	\$18.00	\$9,000.00	\$18.00	\$9,000.00	\$15.15
21 BALED STRAW	100	BALE	\$7.00	\$700.00	\$8.00	\$800.00	\$8.00	\$800.00	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$7.00
22 SEEDING & MULCHING	4	ACRE	\$1,875.00	\$7,500.00	\$1,800.00	\$7,200.00	\$2,200.00	\$8,800.00	\$2,200.00	\$8,800.00	\$2,000.00	\$8,000.00	\$1,875.00
23 CONSTRUCTION LAYOUT	1	L.S.	\$12,000.00	\$12,000.00	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00	\$14,000.00	\$14,000.00	\$8,000.00	\$12,000.00	
24 TRENCH & EXCAVATION SAFETY	1	L.S.	\$400.00	\$400.00	\$1.00	\$1.00	\$1.00	\$1.00	\$3,000.00	\$3,000.00	\$1.00	\$1.00	
TOTAL AMOUNT BID				\$925,869.70		\$841,828.00		\$857,155.15		\$858,528.71		\$858,528.71	

Tom Lindsey Contractor, Inc

F.P. Bryans Constr. Co.

JCI Construction, Inc.

Paladino-Nash, Inc.

ENGINEERS ESTIMATE

DESCRIPTION	ESTIMATED QUANTITY	UNITS	Tom Lindsey Contractor, Inc		F.P. Bryans Constr. Co.		JCI Construction, Inc.		Paladino-Nash, Inc.		ENGINEERS ESTIMATE	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1 SITE PREPARATION	1	L.S.	\$91,000.00	\$91,000.00	\$71,500.00	\$71,500.00	\$75,000.00	\$75,000.00	\$78,000.00	\$78,000.00	\$80,000.00	\$91,000.00
2 UNCLASSIFIED EXCAVATION	8,500	C.Y.	\$7.00	\$59,500.00	\$8.50	\$72,250.00	\$9.00	\$76,500.00	\$9.50	\$80,750.00	\$10.00	\$85,000.00
3 EMBANKMENT MATERIAL	2,600	C.Y.	\$8.00	\$20,800.00	\$10.00	\$26,000.00	\$9.00	\$23,400.00	\$13.00	\$33,800.00	\$15.00	\$39,000.00
4 UNDERCUT & BACKFILL	15,000	C.Y.	\$11.50	\$172,500.00	\$15.00	\$225,000.00	\$12.00	\$180,000.00	\$15.00	\$225,000.00	\$15.00	\$225,000.00
5 CRUSHED STONE BASE	9,000	TON	\$20.30	\$182,700.00	\$18.00	\$162,000.00	\$24.00	\$216,000.00	\$19.00	\$171,000.00	\$18.00	\$162,000.00
6 ASPHALT	3,000	TON	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7 12" STORM DRAIN	405	L.F.	\$18.00	\$7,290.00	\$19.91	\$8,063.55	\$26.00	\$10,530.00	\$18.10	\$7,336.50	\$25.00	\$10,125.00
8 15" STORM DRAIN	80	L.F.	\$23.00	\$1,840.00	\$32.00	\$2,560.00	\$34.00	\$2,720.00	\$24.70	\$1,976.00	\$27.00	\$2,160.00
9 18" STORM DRAIN	670	L.F.	\$30.00	\$20,100.00	\$35.00	\$23,475.00	\$38.00	\$25,460.00	\$31.80	\$21,291.00	\$28.00	\$18,840.00
10 24" STORM DRAIN	670	L.F.	\$42.00	\$28,140.00	\$50.40	\$33,768.00	\$46.00	\$30,820.00	\$50.40	\$33,768.00	\$40.00	\$26,800.00
11 30" STORM DRAIN	183	L.F.	\$58.00	\$10,614.00	\$70.50	\$12,910.50	\$86.00	\$15,738.00	\$70.50	\$12,910.50	\$68.00	\$12,444.00
12 36" STORM DRAIN	112	L.F.	\$82.00	\$9,184.00	\$94.50	\$10,584.00	\$99.00	\$11,088.00	\$89.86	\$10,004.40	\$90.00	\$10,080.00
13 CURB INLETS	25	EACH	\$2,695.00	\$67,375.00	\$2,500.00	\$62,500.00	\$2,200.00	\$49,000.00	\$2,500.00	\$62,500.00	\$2,000.00	\$50,000.00
14 RECONSTRUCT CURB & GUTTER	4	EACH	\$825.00	\$3,300.00	\$1,100.00	\$4,400.00	\$1,000.00	\$4,000.00	\$1,250.00	\$5,000.00	\$1,500.00	\$6,000.00
15 CONCRETE CURB & GUTTER	8,200	L.F.	\$10.18	\$83,476.00	\$11.85	\$97,170.00	\$11.50	\$94,300.00	\$13.00	\$106,800.00	\$10.00	\$82,000.00
16 CONCRETE SIDEWALK	2,650	S.F.	\$32.45	\$86,192.50	\$32.00	\$84,800.00	\$34.00	\$90,100.00	\$32.00	\$84,800.00	\$28.00	\$74,200.00
17 WHEEL CHAIR RAMP	400	S.F.	\$15.67	\$6,268.00	\$15.00	\$6,000.00	\$10.00	\$4,000.00	\$15.00	\$6,000.00	\$12.00	\$4,800.00
18 CONCRETE DRIVEWAY	900	S.Y.	\$38.50	\$34,650.00	\$38.00	\$34,200.00	\$45.00	\$40,500.00	\$40.00	\$36,000.00	\$37.00	\$33,300.00
19 SILT FENCE	8,000	L.F.	\$3.30	\$26,400.00	\$2.50	\$20,000.00	\$3.00	\$24,000.00	\$3.50	\$28,000.00	\$2.50	\$20,000.00
20 B-STONE	500	TON	\$19.20	\$9,600.00	\$20.00	\$10,000.00	\$25.00	\$12,500.00	\$18.00	\$9,000.00	\$18.00	\$9,000.00
21 BALED STRAW	100	BALE	\$13.20	\$1,320.00	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$8.00	\$800.00
22 SEEDING & MULCHING	4	ACRE	\$1,880.00	\$7,520.00	\$2,200.00	\$8,800.00	\$1,800.00	\$7,200.00	\$2,200.00	\$8,800.00	\$2,000.00	\$8,000.00
23 CONSTRUCTION LAYOUT	1	L.S.	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00	\$17,000.00	\$17,000.00	\$18,000.00	\$18,000.00	\$12,000.00	\$12,000.00
24 TRENCH & EXCAVATION SAFETY	1	L.S.	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
TOTAL AMOUNT BID				\$924,889.50		\$882,597.05		\$897,228.00		\$1,016,059.20		\$893,013.00



**City of Conway, Arkansas**  
**Ordinance No. O-08-\_\_\_\_\_**

**AN ORDINANCE APPROPRIATING FUNDING FOR ENGINEERING SERVICES FOR THE SALEM ROAD  
RAILROAD OVERPASS; AND FOR OTHER PURPOSES:**

**WHEREAS,** The Conway City Council has approved entering into an amended engineering agreement with Carter Burgess Engineers in the amount of \$94,891 to perform engineering services to revise and update plans for the Salem Road Railroad Overpass. The cost of these services will be reimbursed 80% by the Central Arkansas Regional Transportation System ("CARTS"). The remaining balance of the project will be funded by the City of Conway Street Fund.

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

**SECTION 1.** The City of Conway shall accept CARTS funding in the amount of \$75,913 and appropriate \$18,978 from the Street Fund Balance Appropriation Account into the Street Salem Road overpass project account (02.216.767).

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

**PASSED** this 24<sup>th</sup> day of June, 2008.

**APPROVED:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**ATTEST:**

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



**City of Conway, Arkansas**  
**Ordinance No. O-08-\_\_\_\_\_**

**AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 963 FARRIS ROAD FROM R-1 TO O-2;**

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

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

Part of the NE¼ NW¼ of Section 11, T5N, R14W, Faulkner County, Arkansas, described as beginning at a point 989 feet North and 21 feet West of the Southeast Corner said NE¼ NW¼ of Section 11, T5N, R14W, and run thence West 180 feet; thence North 100 feet; thence East 180 feet; thence South 100 feet to the point of beginning.

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

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

**PASSED** this 24<sup>th</sup> day of June, 2008.

**Approved:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**Attest:**

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



## **CONWAY PLANNING COMMISSION**

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

June 17, 2008

Council Members  
Conway, AR 72032

Dear Council Members:

A request for a rezoning from R-1 to O-2 for property located at 963 Farris Road with the legal description:

Part of the NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 11, T5N, R14W, Faulkner County, Arkansas, described as beginning at a point 989 feet North and 21 feet West of the Southeast Corner said NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 11, T5N, R14W, and run thence West 180 feet; thence North 100 feet; thence East 180 feet; thence South 100 feet to the point of beginning.

was reviewed by the Planning Commission at its regular meeting on June 16, 2008. The Planning Commission voted 7 – 0 that the request be sent to the City Council with a recommendation for denial. The applicant has requested to appeal this denial to the city council at its next regular meeting on June 24, 2008.

Submitted by,  
Junior Storie, Chairman  
Planning Commission

June 17, 2008

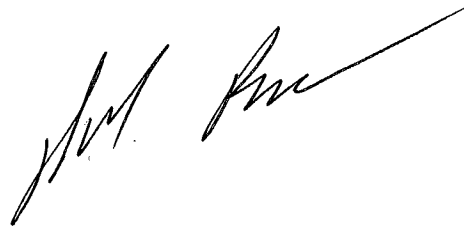
TO: Conway City Council

FROM: Century 21 McKee & Associates/Daryl Brock

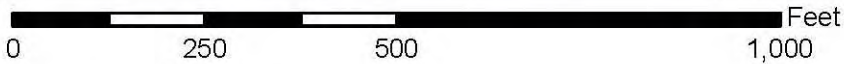
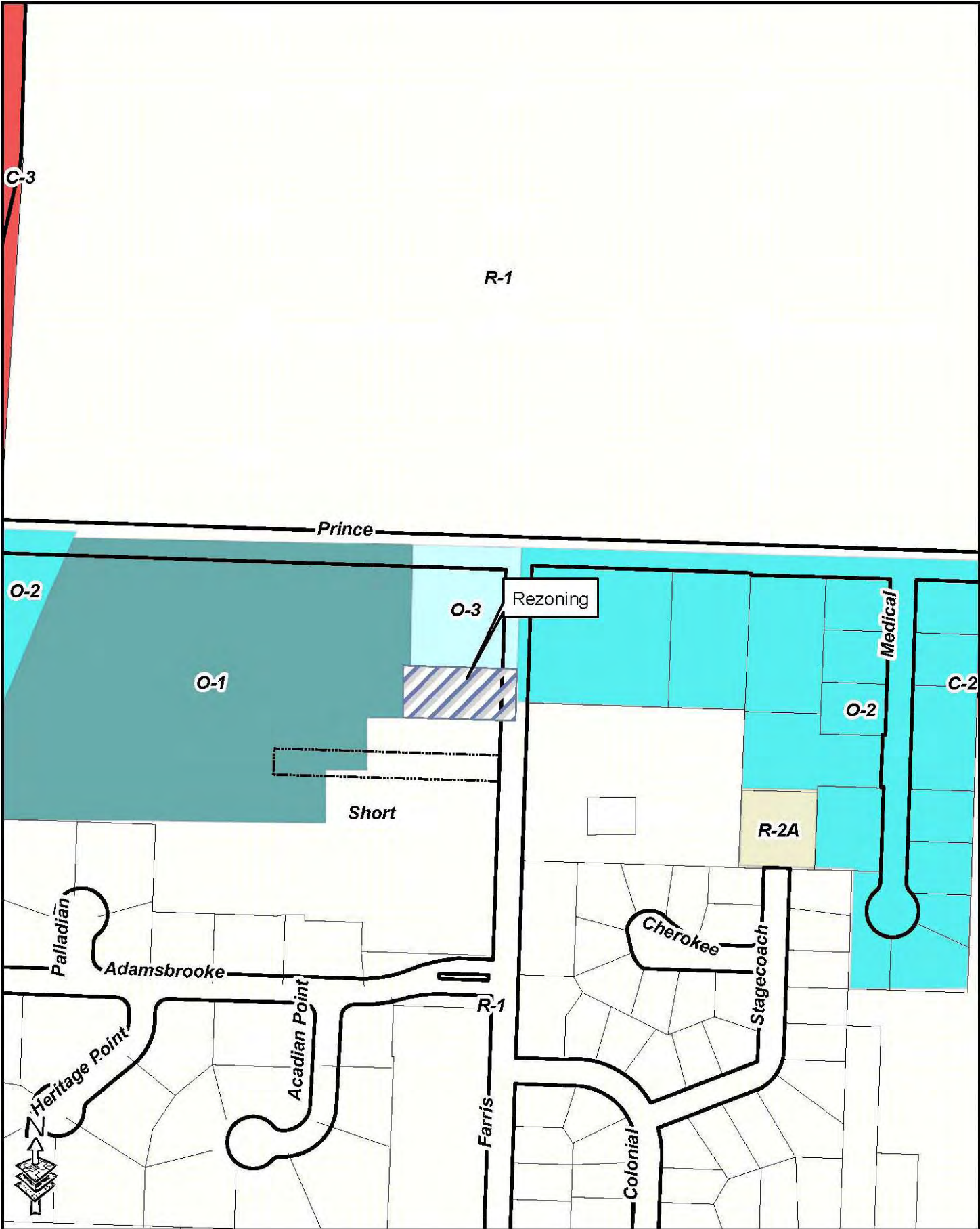
RE: Rezoning matter of 963 Farris Road, Conway, AR.

On June 16, 2008, a request by Century 21 McKee & Associates/Daryl Brock to rezone from R-1 to O-2 property located at 963 Farris Road, Conway AR was denied. We are requesting this decision be appealed to the Conway City Council for review on June 24, 2008.

We appreciate your consideration in this matter.

Two handwritten signatures in black ink, one to the left and one to the right, both slanted upwards to the right.





**Century 21 McKee  
& Associates  
R-1 to O-2 Rezoning**

Printing Date: 3/8/2008  
 File: Monthly Maps\2008\03\MAR2008\Turner Rezoning.mxd  
 Prepared By: Jason Lyon

NO. DACW03-1-08-8504

## DEPARTMENT OF THE ARMY

LEASE TO NON-STATE GOVERNMENTAL AGENCIES  
FOR PUBLIC PARK AND RECREATIONAL PURPOSES

## CADRON SETTLEMENT PARK

## TOAD SUCK FERRY LOCK AND DAM

## FAULKNER COUNTY, ARKANSAS

**THIS LEASE** is made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and the **City of Conway, Arkansas, City Hall, 1201 Oak, Conway, Arkansas 72032**, hereinafter referred to as the Lessee,

**WITNESSETH:**

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the premises, for public park and recreational purposes.

**THIS LEASE** is granted subject to the following conditions:

**1. TERM**

Said premises are hereby leased for a term of 25 years, beginning June 30, 2008, and ending May 31, 2033.

**2. CONSIDERATION**

The consideration for this lease is the operation and maintenance of the premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

**3. NOTICES**

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to **Mayor, City of Conway, City Hall, 1201 Oak, Conway, Arkansas 72032**; and, if

to the United States, to the **District Engineer, ATTN: Chief, Real Estate, Little Rock District Corps of Engineers, P.O. Box 867, Little Rock, Arkansas 72203-0867**, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office or branch post office regularly maintained by the United States Postal Service.

#### **4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary of the Army," "District Engineer," "said officer" or "Lessor" shall include their duly authorized representatives. Any reference to "Lessee" shall include sublessees, assignees, transferees, concessionaires, and its duly authorized representatives.

#### **5. DEVELOPMENT PLANS**

The Lessee shall be guided by an annual Plan of Operation and Maintenance in furtherance of the Lessee's implementing Plan of Recreation Development and Management (Development Plan) attached as Exhibit "B" which shows the management and development activities to be undertaken by the Lessee and any sublessees. No later than **March 15th** of each year, the Lessee will submit the annual Plan to be mutually agreed on between the Lessee and the District Engineer. Such annual Plan shall include but is not limited to the following:

a. Plans for management, maintenance and development activities to be undertaken by the Lessee and any sublessees.

b. Report of the management, maintenance and development accomplishments of the Lessee for the preceding year.

c. Report on any significant modification of policies or procedures which are planned for the following year as well as those implemented in the preceding year.

d. Minor modifications to the Development Plan. Major modifications are to be accomplished by amendment to the Plan before proceeding to implement any changes in the development or management of the leased premises.

e. Budget of the Lessee for carrying out all activities for the upcoming year.

f. Personnel to be used in the management of the leased premises.

g. Annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. Lessee will also provide a statement of compliance with the Rehabilitation Act and the Americans with Disabilities Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer. During the term of the lease, the District Engineer will notify the Lessee of any updates to the existing project Master Plan affecting the premises and the Lessee may provide comments.

## **6. STRUCTURES AND EQUIPMENT**

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the premises as may be necessary to furnish the facilities and services authorized. Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in the Condition on **RESTORATION**. However, no structures may be erected or altered upon the premises unless and until the type of use, design, and proposed location or alteration thereof shall have been approved in writing by the District Engineer. The District Engineer may require the Lessee, upon the completion of each of the proposed developments to furnish complete "as built" construction plans for all facilities.

## **7. APPLICABLE LAWS AND REGULATIONS**

a. The Lessee shall comply with all applicable Federal laws and regulations with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

b. The Lessee will provide an annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disabilities Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

## **8. CONDITION OF PREMISES**

a. The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligations on the part of the United States to make any alterations, repairs, or additions thereto.

b. As of the date of this lease, an inventory and condition report of all personal property and improvements of the United States included in this lease shall be made by the District Engineer and the Lessee to reflect the condition of said property and improvements. A copy of said report is attached hereto as Exhibit "C" and made a part thereof. Upon the expiration, revocation, or termination of this lease, another inventory and condition report shall be similarly prepared. This report shall constitute the basis for settlement for property damaged or destroyed. Any such property must either be replaced or restored to the condition required by the Condition on **PROTECTION OF PROPERTY**.

## **9. FACILITIES AND SERVICES**

The Lessee shall provide the facilities and services as agreed upon in the Development Plan referred to in the Condition on **DEVELOPMENT PLANS** either directly or through subleases or concession agreements that have been reviewed and accepted by the District Engineer. These subleases or agreements shall state: (1) that they are granted subject to the provisions of this lease; and (2) that the agreement will not be effective until the third party activities have been approved by the District Engineer. The Lessee will not allow any third party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and prices charged by the Lessee or its sub-lessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sublessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and conditions of this lease.

## **10. TRANSFERS, ASSIGNMENTS, SUBLEASES**

a. Without prior written approval of the District Engineer, the Lessee shall neither transfer nor assign this lease nor sublet the premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the premises. The Lessee will not subdivide nor develop the premises into private residential development.

## **11. FEES**

Fees may be charged by the Lessee for the entrance to or use of the premises or any facilities, however, no user fees may be charged by the Lessee or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

## **12. ACCOUNTS, RECORDS AND RECEIPTS**

All monies received by the Lessee from operations conducted on the premises, including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the District Engineer. The Lessee shall provide an annual statement of receipts and expenditures to the District Engineer. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The District Engineer shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and sublessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the District Engineer with the results of such an audit.

## **13. PROTECTION OF PROPERTY**

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease and shall exercise due diligence in the



protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the District Engineer, or, at the election of the District Engineer, reimbursement may be made therefor by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the District Engineer.

#### **14. RIGHT TO ENTER AND FLOOD**

a. The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government work; to make inspections; to remove timber or other material, except property of the Lessee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

#### **15. LIGHTS, SIGNALS AND NAVIGATION**

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the District Engineer shall be installed and maintained by and at the expense of the Lessee.

#### **16. INSURANCE**

a. At the commencement of this lease, the Lessee, unless self-insured, and its sublessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum Combined Single Limit of \$150,000.00 which ever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the sublessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish

to the District Engineer a copy of the policy or policies, or, if acceptable to the District Engineer, certificates of insurance evidencing the purchase of such insurance. The District Engineer shall have the right to review and revise the amount of minimum liability insurance required.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the District Engineer be given thirty (30) days notice of any cancellation or change in such insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the District Engineer. The Lessee's insurance status shall not eliminate the requirement for its sublessees and concessionaires to have insurance from a reputable insurance carrier as set out above.

d. The District Engineer may require closure of any or all of the premises during any period for which the sublessees and concessionaires do not have the required insurance coverage.

## **17. RESTORATION**

On or before the date of expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee, and restore the premises to a condition satisfactory to the District Engineer. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property therefrom, and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the Lessee shall fail or neglect to remove said property and so restore the premises, then, at the option of the District Engineer, said property shall either become the property of the United States without compensation therefor, or the District Engineer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or relinquishment of this lease in restoring the premises.

## **18. NON-DISCRIMINATION**

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's

operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sub-lessees and assignees.

#### **19. SUBJECT TO EASEMENTS**

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the District Engineer, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the District Engineer.

#### **20. SUBJECT TO MINERAL INTERESTS**

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on Federal lands. The Department of the Army will provide lease stipulations to BLM for inclusion in such mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local laws.

#### **21. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT**

a. The Lessee and/or sub-lessees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the District

Engineer. This lease may be revoked in the event the Lessee violates any of the terms and conditions and continues and persists in such non-compliance, or fails to obtain correction of deficiencies by sub-lessees or licensees. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving one (1) year prior written notice to the United States in the manner prescribed in the Condition on **NOTICES**.

## **22. HEALTH AND SAFETY**

a. The Lessee shall keep the premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sub-lessees and concessionaires operate and maintain the premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the District Engineer, upon discovery of any hazardous conditions within the area covered by the lease that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected, the District Engineer will have the option to: (1) correct the hazardous conditions and collect the cost of repairs from the Lessee; or, (2) revoke the lease. The Lessee and its assignees or sub-lessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

## **23. PUBLIC USE**

No attempt shall be made by the Lessee, or any of its sub-lessees or concessionaires, to forbid the full use by the public of the premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee under

this lease to manage the premises and provide safety and security to the visiting public.

#### **24. PROHIBITED USES**

a. The Lessee shall not permit gambling on the premises or install or operate, or permit to be installed or operated thereon, any device which is illegal, or use the premises or permit them to be used for any illegal business or purpose. There shall not be carried on or permitted upon the premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special use permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the District Engineer.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense, or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

#### **25. NATURAL RESOURCES**

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized under and pursuant to the Development Plan described in the Condition on **DEVELOPMENT PLANS** herein. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

#### **26. DISPUTES CLAUSE**

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act), all disputes arising under or

relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim," as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to the lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph c.(2) below.

c. (1) A claim by the Lessee shall be made in writing and submitted to the District Engineer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the District Engineer.

(2) For Lessee claims exceeding \$50,000, the Lessee shall submit with the claim a certification that:

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Lessee's knowledge and belief; and

(iii) The amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certification shall be executed that individual. If the Lessee is not an individual, the certification shall be executed by:

(i) A senior company official in charge at the Lessee's location involved; or

(ii) An officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$50,000 or less, the District Engineer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$50,000, the District Engineer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.



e. The District Engineer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to said officer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the District Engineer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, as provided in the Act, which is applicable to the period during which the District Engineer receives the claim, and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, appeal, or action arising under the lease, and comply with any decision of the District Engineer.

## **27. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, including sewage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will

contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the lessee's activities, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from the District Engineer before any pesticides or herbicides are applied to the premises.

## **28. PRELIMINARY ASSESSMENT SCREENING**

A Preliminary Assessment Screening (PAS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances attached hereto and made a part hereof as Exhibit "D". Upon expiration, revocation or termination of this lease, another PAS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the District Engineer in determining any environmental restoration requirements. Any such requirements will be completed by the lessee in accordance with the condition on **RESTORATION**.

## **29. HISTORIC PRESERVATION**

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify the District Engineer and protect the site and the material from further disturbance until the District Engineer gives clearance to proceed.

## **30. SOIL AND WATER CONSERVATION**

The Lessee shall maintain in a manner satisfactory to the District Engineer, all soil and water conservation structures that may be in existence upon said premises at the beginning of, or that may be constructed by the Lessee during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the District Engineer.

### **31. TRANSIENT USE**

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited. The Lessee will maintain a ledger and reservation system for the use of any such campsites.

b. Occupying any lands, building, vessels or other facilities within the premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees residing on the premises for security purposes, if authorized by the District Engineer.

### **32. COVENANT AGAINST CONTINGENT FEES**

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

### **33. OFFICIALS NOT TO BENEFIT**

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if the lease be for the general benefit of such corporation or company.

### **34. MODIFICATIONS**

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative; and this provision shall apply to this clause as well as all other conditions of this lease.

**35. DISCLAIMER**

This lease is effective only insofar as the rights of the United States in the premises are concerned; and the lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), or Section 404 of the Clean Water Act (33 U.S.C. § 1344).

**IN WITNESS WHEREOF** I have hereunto set my hand by authority/  
direction of the Secretary of the Army this \_\_\_\_\_ day of  
\_\_\_\_\_, 2008.

**Joe Craig**  
**Senior Realty Specialist**

**THIS LEASE** is also executed by the Lessee this \_\_\_\_\_ day of  
\_\_\_\_\_, 2008.

**Attest:**

**City of Conway**

\_\_\_\_\_

**By:** \_\_\_\_\_

\_\_\_\_\_  
(Address)

**Title:** \_\_\_\_\_

LONG AND SHORT TERM RECREATION AND DEVELOPMENT PLAN  
FOR  
CADRON SETTLEMENT PARK  
(as submitted by Mayor Tab Townsell's letter dated December 14, 2007)

The City of Conway Parks and Recreation Department will maintain Cadron Settlement Park by mowing grass, picking up litter, removing solid waste, picking up fallen limbs and trees and cleaning up around trail. The Park would be maintained to the same standards as all current City Parks. The trash and bathrooms would be serviced daily by the Parks Department work crews. The mowing of grass, limb cleanup and solid waste removal would be completed on an as needed basis. It would be the Parks Department recommendation to eliminate launch charges for boats using the ramp to enter the river.

The City would be interested in building an improved walking trail (similar to what currently exists at the park) to the north out of Cadron Settlement Park onto Conway Corporation property along the river bank in the future. The City might be interested in converting the lower picnic pavilion into an Interpretive Shelter/Office in the future with help from Faulkner County Historical Society which is included in current master plan. Another option is an updating or replacement of the upper picnic pavilion in its current location. Certainly, reestablishing the view of the river from the upper picnic shelter is of interest as well. At some point, we would like to look at converting the bathrooms to flush type systems and bring city water into the park to replace the current well water system. The City of Conway would annex the property into the City limits to allow City Police to patrol park.

The City would also like to look into making some of the current picnic areas on the top ridge into camping sites for RV's and/or tents which would require the incumbent utility improvements. We have discussed a possible future additional access road off of Highway 319 W entering on the eastern ridge or back side of the ridge for easier access for RV's. We would pursue having a camping attendant live at the park especially during summer season for oversight and maintenance. The city does recognize that certain improvements such as the one mentioned above would require an environmental impact study.

In the short run the city would like to pursue the operation and the maintenance of the park in its existing condition with minor improvements and upgrades that can be justified within the scope of the existing master plan. In the long run, the city would like to develop an enhanced master plan with the full approval of the U.S. Army Corp of Engineers through its normal processes to make improvements in the park for even greater public benefit. The city recognizes that such an enhanced master plan would be subject to an environmental impact study. It is not the desire of the city to pursue any improvement at this time which would result in such an EIS.

**JOINT INVENTORY & CONDITION REPORT**

<b><u>Item</u></b>	<b><u>Condition</u></b>
3 - Flagpoles	Good
2 - Type III Restrooms	Good
1 - Group Shelter (native stone)	Good (shingle repair needed)
1 - Group Shelter (wooden frame)	Good (shingle repair needed)
4 - Parking Areas	Good
2 - Well Sheds with fountains	Good
1 - Well House (4X6, wooden)	Good
1 - Wooden Kiosk with shingle roof	Good
11 - Picnic Tables in Group Shelters	Good (portable wooden tops)
25 - Picnic Tables (permanent)	Good (installed at sites)
4 - Pedestal Grills	Fair (installed at shelters)
12- Ground Fire Rings	Fair (installed at sites)
5 - Concrete Park Benches	Good
5 - Wooden Park Benches	Poor (near Block House)
1 - Fence, wooden 2-rail (approximately 1,576 feet)	Good (split rail)
1 - Fence, chainlink (approximately 160 feet)	Fair
10 - Traffic Control Signs	Good
1 - Heavy Duty Traffic Control Gate	Good (at base of hill loop)
1 - Concrete Boat Ramp	Good
1 - Concrete Courtesy Dock/mooring wall	Good
15 - Trash Barrels	Fair
3 - Parking Lots (1 at each shelter, 1 at boat ramp)	Good
4 - Mercury Vapor Area Lights	Good
1.3 - Miles of Tullantusky Trail with wooden bridge	Good
0.6 - Mile of Asphalt Road	Good
1 - Outdoor oven	Good
1 - Entrance sign	Good

  
\_\_\_\_\_  
Government Representative

City of Conway

By: \_\_\_\_\_

Title: \_\_\_\_\_

PRELIMINARY ASSESSMENT SCREENING  
(PAS)

A complete search of the District files revealed no evidence that hazardous substances have been stored, released, or disposed of on the property involved.

A site investigation revealed no evidence that hazardous substances have been stored, released, or disposed of on the property involved. No unusual odors, suspicious seepage, or other evidence of the presence of hazardous waste were observed.

Joe Crang  
Senior Realty Specialist

4 JUNE '08  
Date

We, the undersigned, made a survey of the subject lease area and agree that as of this date, the area shows no evidence of the presence of hazardous waste.

City of Conway, Arkansas

By: \_\_\_\_\_ Date \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT "D"

# Memo

To: Mayor Tab Townsell  
 From: Chief Castleberry  
 Date: 6/20/2008  
 Re: Conway Fire Department – Uniform Bid Justification

On June 2, 2008 at 10:00am at City Hall; request for bids from interested companies to provide clothing items for the Conway Fire Department began being accepted. The following proposals were submitted; they are tabulated as follows:

Category 1 – Class A Uniform

Conway Police Supply –	\$276.30
Cruse Uniforms -	\$285.90
Arkansas Police Supply -	\$313.90

Category 2 – Class B Uniform

Screen Print Plus –	Florida - \$ 162.54
Ad Graphics -	\$163.30
Illustrated Sportswear -	\$170.75

Category 3 – Footwear

Wilinson's Mall -	\$ 101.95
OMB Police –	Kansas - \$102.95
Cruse Uniforms -	\$117.00
Conway Police Supply -	\$122.75
Ark. Police Supply -	\$158.98

Category 4 – Flame Resistant Clothing

No bids were received

Total - \$ 541.55

We recommend the approval of these submitted bids by Conway Police Supply, Ad Graphics, and Wilkinson's Mall for these items.

\*Highlighted vendors represent the lowest bidders.

Please advise if you have any questions.



Category 1 – Class A Uniforms

Conway Police Supply

- Lowest Bid

<u>Vendor</u>	<u>Price (without tax)</u>	<u>Price Difference</u>
Conway Police Supply	\$276.30	
Cruse Uniforms	\$285.90	\$9.60 more
Arkansas Police Supply	\$313.90	\$37.60 more

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Category 2 – Class B Uniforms

Ad Graphics

- We would like to keep the bid local due to the high volume of clothing that we will order throughout the year
- The lowest bid was out of Florida – have never done business with that company – they are not required to charge tax

<u>Vendor</u>	<u>Price (without tax)</u>	<u>Price Difference</u>
Screen Print Plus - Florida	\$162.54	
Ad Graphics	\$163.60	\$1.06 more
Illustrated Sportswear	\$170.75	\$8.21 more

---

Category 3 – Footwear

Wilkinson's Mall

- Lowest Bid
- They keep the boots and shoes in stock and they are available immediately
- We requested bids on the Bates 9000 or Hi Tech Magnum shoes – The Bates 9000 have been discontinued and we did not receive one bid on the same Hi Tech Magnum shoe.
- Wilkinson's bid on a Dockers shoes and we ordered the same shoe at the end of last year and are having great results out of them.

<u>Vendor</u>	<u>Price (without tax)</u>	<u>Price Difference</u>
Wilkinson's Mall	\$101.95	
OMB Police (Kansas)	\$102.95	\$1.00 more
Cruse Uniforms	\$117.00	\$15.05 more
Conway Police Supply	\$122.75	\$20.80 more
Ark. Police Supply	\$158.98	\$57.03 more

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Category 4 – Flame Resistant

Did not receive any bids.

**AGREEMENT FOR MUTUAL AID IN FIRE PROTECTION AND HAZARDOUS  
MATERIALS INCIDENT REPOSE**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_, between the City of Conway, Arkansas and the City of Maumelle Fire Department for the purpose of securing to each the benefits of mutual aid in fire prevention and hazardous materials incident response, in the protection of life and property from fire, hazardous materials incidents and in fire fighting. This agreement is in accord with initiated Act 833, section 3(g) of the 78<sup>th</sup> General Assembly of the State of Arkansas, and Ark. Code Ann. §25-20-101 et seq.. It is agreed by the parties that:

- a. On request to a representative of the Maumelle Fire Department by a representative of the Conway Fire Department, fire fighting equipment and personnel of the Maumelle Fire Department will be dispatched to any point within the fire fighting or hazardous materials incident response jurisdiction of the Conway Fire Department as designated by a representative of the Maumelle Fire Department.
- b. On request to a representative of the Conway Fire Department by a representative of the Maumelle Fire Department, fire fighting equipment and personnel of the Conway Fire Department will be dispatched to any point within the fire fighting or hazardous materials incident response jurisdiction of the Maumelle Fire Department as designated by a representative of the Conway Fire Department.
- c. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
  - (1) Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested and shall specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished shall be determined by a representative of the responding organization.
  - (2) Dispatched personnel from the responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment and personnel are dispatched. Such personnel shall be subject to the general orders of the incident commander, but shall remain under the direct supervision of the ranking officer of the responding organization. The parties agree that while the commanding officer of the requesting party retains command and control over the operations to handle the emergency, the designated commanding

officer of the responding force shall supervise, control and deploy the responding party's employees made available to the requesting party.

- (3) A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.
  - (4) No terms of this agreement shall relieve either party of any obligation or responsibility imposed upon it by law.
- d. Each party waives all claims and agrees to hold harmless against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement.
  - e. All equipment used by the either Fire Department in carrying out this agreement shall, at the time of action hereunder, be owned by it; and all personnel acting for the either Fire Department under this agreement shall, at the time of such action be an employee of their respective Fire Department. All parties agree that for all purposes, the employees of each responding party shall remain employees of the responding party during any and all activities undertaken pursuant to this agreement.
  - f. Approval by Attorney General: Effective Date of Agreement. Pursuant to Ark. Code Ann. §25-20-104 (f) (1), prior to, and as a condition precedent to this agreement's entry into force, the agreement shall be approved by the Attorney General as to its form and compatibility with Arkansas law. This agreement shall become effective when signed by both parties.
  - g. Duration of the Agreement. This agreement shall be effective for a one year period and renewed automatically on a year-to-year basis until terminated by written notice of termination from one party, given thirty (30) days in advance, addressed to the Fire Chief of the other party. Without such notice, this agreement, including any subsequent modifications, shall remain in full force and effective between the parties. Neither party may seek monetary damages for termination or breach of this agreement for any reason.
  - h. Administration of Mutual Aid Plans. A board of the Fire Chief or other designated official of the Maumelle Fire Department and the Fire Chief or other designated official of the Conway Fire Department is hereby created to devise, implement and coordinate general plans for providing mutual aid under this agreement. To ensure proper coordination of mutual aid, each party shall annually inform the other party of any significant changed in its fire department capabilities or vehicles. This agreement shall not authorize the joint ownership of any property, real or personal, between the parties or by the board created herein. This agreement shall not authorize the creation of a joint budget or any other joint financing mechanism designed solely to support this agreement.



- i. Entire Agreement; Modification. This agreement contains the entire agreement of the parties with respect to the subject matter hereof. All prior or contemporaneous agreements, understanding, and statements, oral or written, are merged into this agreement. This agreement and its provisions may not be waived, modified, amended, or discharged except by an instrument in writing signed by the parties and then only to the extent set forth in such instrument.
- j. Severability. In the event that any provision of this agreement or part thereof shall be adjudged invalid or unenforceable by any court of competent jurisdiction, then such provision or part only shall be deemed invalid and all remaining terms and provision of the agreement shall be carried out and performed by the parties with the same force and effect as if the invalid provision or part had never been a part of this agreement.
- k. Execution of Agreement. This agreement shall be executed in duplicate originals. Any copy of this agreement so executed shall be deemed an original and shall be deemed authentic for any other use.

For the City of Conway:

For the City of Maumelle:

\_\_\_\_\_  
Tab Townsell  
Mayor

\_\_\_\_\_  
Michael Watson  
Mayor

Attest:

\_\_\_\_\_  
Michael O. Garrett  
City Clerk

\_\_\_\_\_  
Joshua Clausen  
City Clerk

Approved as to form:

\_\_\_\_\_  
Mike Murphy  
City Attorney

\_\_\_\_\_  
JaNan Davis  
City Attorney



**City of Conway, Arkansas  
Ordinance No. O-08-\_\_\_\_\_**

**AN ORDINANCE APPROPRIATING FUNDS FOR DISTRICT COURT CAPITAL IMPROVEMENTS; AND  
FOR OTHER PURPOSES:**

**WHEREAS**, The City of Conway District Court requested budgetary authority for improvements to the lobby floor and office equipment in conjunction with the FY 2008 budget which could not be funded due to budgetary constraints; and

**WHEREAS**, in 2008 the District Court submitted collections exceeding the cost of requested capital which had accumulated in unallocated court fines and fees and interest;

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

**SECTION 1.** The City of Conway shall appropriate District Court – Improvements (01.110.915) in the amount of \$8,200 and District Court – Office Furniture (01.110.942) in the amount of \$2,700.

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

**PASSED** this 24<sup>th</sup> day of June, 2008.

**APPROVED:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**ATTEST:**

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