

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



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

City of Conway - City Council Meeting

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

Tuesday, August 13<sup>th</sup>, 2013 @ 6:30pm

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

**5:30pm Committee Meeting: Central Arkansas Regional Mobility Authority**

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Call to Order: Mayor Tab Townsell  
Roll Call: Michael O. Garrett, City Clerk/Treasurer  
Minutes: July 23<sup>rd</sup>, 2013 City Council Meeting &  
August 6<sup>th</sup>, 2013 Special City Council Meeting  
Recognition:

1. Report of Standing Committees:

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

1. Consideration to enter into an agreement with Garver Engineers to review and update the Wildlife Hazard Management Plan for the new relocated Conway Municipal Airport.
2. Consideration to accept bid for the access road construction on the new relocated Conway Municipal Airport.
3. Consideration to accept bid for the Stage 2B Paving and Lighting Construction for the new relocated Conway Municipal Airport.
4. Consideration to accept bid for the airport terminal for the new relocated Conway Airport.
5. Resolution authorizing the Mayor to accept a grant from the Federal Aviation Administration for the relocated Conway Municipal Airport.
6. Consideration to accept a proposal received for the the Cantrell Field Redevelopment for the current Conway Airport.

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

1. Resolution setting a public hearing to discuss closing an easement located in the Westin Office Park Subdivision.
2. Resolution setting a public hearing to discuss closing a street in the Westin Office Park Subdivision.
3. Resolution setting a public hearing to discuss changing the name of Business Avenue to Princeton Drive in the Westin Office Park Subdivision.
4. Resolutions requesting the Faulkner County Tax Collector to place a certified lien on certain properties as a result of incurred expenses by the City.

5. Ordinance authorizing reclassification of certain positions within the Conway Permits & Code Enforcement Department.
6. Consideration of a counteroffer for Tract 57 (Loya) for right of way acquisitions for the Conway Western Arterial Loop Project (Baker Wills Parkway).
7. Consideration to purchase right of way acquisition for Parcel 22 (Higgs) for the Prince Street Improvements.
8. Resolution authorizing condemnation by eminent domain proceedings on certain properties related to the Western Arterial Loop Project.

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

1. Consideration to accept bids for the Rogers Plaza & Archway Project for the Parks & Recreation Department.

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

1. Consideration to remove certain items from inventory for the Conway Fire Department.
2. Ordinance authorizing an increase in full time personnel from the Animal Welfare Department.
3. Ordinance authorizing an increase in sworn personnel for the Conway Police Department.
4. Ordinance appropriating asset forfeiture funds for the services related to the 2013 CALEA assessment for the Conway Police Department.
5. Ordinance appropriating and accepting reimbursements and restitution funds from various entities for the Conway Police Department.
6. Consideration to apply for the 2013 JAG (Justice Assistance Grant) from the Conway Police Department.

**E. Personnel**

1. Ordinance appropriating funds for the new market rate established by the 2013 JESAP Salary Study.

**F. Old Business**

**G. New Business**

**Adjournment**

**CENTRAL ARKANSAS  
REGIONAL MOBILITY AUTHORITY**

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## **CENTRAL ARKANSAS REGIONAL MOBILITY AUTHORITY**

Act 2275 of 2005 as amended by Act 389 of 2007 et al establishes the authority of one or more counties and the municipal governments therein to organize a Regional Mobility Authority to jointly address surface transportation issues on a regional basis.

### **STRATEGY and TIMELINE**

#### **Step 1. Stand-up a RMA for central Arkansas by the end of 2013**

- √ Draft legal documents required to establish an RMA;
- Discuss proposed RMA structure with appropriate county governments and city councils.
- Present organizing ordinances to quorum courts, municipalities

#### **Step 2. Research and Draft proposed Schedule of Projects for each county (2014)**

- Estimate revenue streams from proposed new tax sources
- Update local road plans as needed
- Conduct survey and focus group research on support for various improvement projects and revenue sources

#### **Step 3. Draft and seek support for legislation providing additional revenue sources for RMAs (2014)**

#### **Step 4. Advocate for passage of RMA revenue legislation with Governor and General Assembly (2015)**

#### **Step 5. Determine whether to seek approval of taxes to fund programs of projects in each county (2015)**



## WHY A REGIONAL MOBILITY AUTHORITY?

### WHAT

Formed under Arkansas Act 389 of 2007, a regional mobility authority allows local governments acting jointly to plan, fund, build, operate and maintain a wide range of surface transportation systems that local officials and taxpayers believe will be beneficial to the growth and prosperity of the region.

### WHY

Metropolitan regions especially have grown together into interdependent economies that rely on transportation networks spanning many local jurisdictions. The traditional funding partners – the federal government and the state highway department – are facing serious funding crises; consequently, many local priorities get shuffled back in priority.

#### Federal Government

- The last federal gas tax increase was in 1993. The purchasing power of a federal highway dollar has *decreased 40%* since that time.
- The previous highway bill was extended six times before it was renewed for two years and the *30% funding shortfall in the Highway Trust Fund* was met with an assortment of nickel and dimes taxes to be collected over the next decade.
- The Congressional Budget Office estimates that without substantial new revenues the federal highway program for 2015 will drop to \$4 billion from the previous year's \$51 billion before stabilizing in the low \$30 billion range in the following years.
- There is a substantial minority in the House Republican caucus who believe the federal transportation program should be devolved to the states. The Congress can then eliminate nearly all of the federal gas tax and allow the states to raise their taxes if they will.

#### State of Arkansas

- Arkansas has the 12<sup>th</sup> largest highway system in the nation – a bit over 16,000 miles. We are 32<sup>nd</sup> in population and 48<sup>th</sup> in per capita income.
- The Arkansas Primary Highway System (7,719 miles) carries 89% of the traffic on state routes.
- During the deliberations of the Arkansas Blue Ribbon Committee on Highway Finance, the Arkansas State Highway and Transportation Department identified \$24 billion in needs over the next ten years and only \$4 billion in resources (state and federal fuel taxes) – a \$20 billion shortfall.
- The voters passed a ten year ½¢ state sales tax for four lane highways that added \$1.3 billion in revenue but still leaving a \$19 billion shortfall over the next decade.

# Frequently Asked Questions

## 1. What can an RMA spend its money on?

A. See the list at the right. The RMA can plan, design, fund, build, operate and/or maintain any of the transportation systems listed or partner with the owners of existing systems to fund improvements on them.

## 2. Can the RMA levy a tax on its own?

A. No. Only the city, county or state may directly levy a tax or call a tax election. In the case of an RMA, each member county must levy the tax and call a tax election.

## 3. Can tax dollars from one county be used in another county in the RMA?

A. According to an Arkansas Attorney General's opinion, tax dollars can be used in another county only if the project benefits citizens of the originating county. For example, a future commuter rail line between Conway and Little Rock could co-mingle revenue from both counties to fund, build and operate the line.

## 4. Which counties are involved in the proposed Central Arkansas Regional Mobility Authority?

A. At the moment, the four urban counties in the LR/NLR/Conway MSA – Pulaski, Faulkner, Saline and Lonoke -- that together represent approximately 22% of the state's population.

## 5. What revenues are available to an RMA?

A. The RMA can receive tolls and fees from revenue producing systems such as toll roads, parking decks or public transit systems, as well as receive bond proceeds. The member counties or cities may levy local sales tax or county vehicle registration fees for the benefit of the RMA, if approved by the electors or may transfer state turnback funds or general funds to the RMA.

### Transportation Systems

Roads  
Streets  
Highways  
Bridges  
Sidewalks  
Bicycle paths  
Toll facilities  
Pedestrian Ways  
Intermodal facilities  
Port authorities  
Railroads  
Parking facilities  
Public transit systems  
Traveler information systems  
Intelligent transportation systems  
Traffic management systems  
Safety improvements  
Any other means of surface and water transportation

**6. Who runs the RMA?**

A. The RMA Board is, by law, composed of directly elected officials or their designees – the county judge of each participating county and the mayors of all first class cities in the participating counties. The law provides a minimum of five members and allows the appointment of the mayor of the next largest city of the second class until five is achieved. The proposed Central Arkansas Regional Mobility Authority would have the following members on its Board of Directors.

<b><u>Central Arkansas RMA Board (21)</u></b>	
Pulaski County Judge	Saline County Judge
Faulkner County Judge	Lonoke County Judge
Mayor of Jacksonville	Mayor of Little Rock
Mayor of North Little Rock	Mayor of Maumelle
Mayor of Sherwood	Mayor of Benton
Mayor of Bryant	Mayor of Haskell
Mayor of Shannon Hills	Mayor of Conway
Mayor of Greenbrier	Mayor of Vilonia
Mayor of England	Mayor of Lonoke
Mayor of Ward	Mayor of Alexander
Mayor of Cabot	
<b><u>Pulaski County Council</u></b>	
Pulaski County Judge	Mayor of Little Rock
Mayor of Jacksonville	Mayor of Maumelle
Mayor of North Little Rock	Mayor of Sherwood
<b><u>Saline County Council</u></b>	
Saline County Judge	Mayor of Benton
Mayor of Bryant	Mayor of Haskell
Mayor of Shannon Hills	Mayor of Alexander
<b><u>Faulkner County Council</u></b>	
Faulkner County Judge	Mayor of Conway
Mayor of Greenbrier	Mayor of Vilonia
Mayor of Mayflower	
<b><u>Lonoke County Council</u></b>	
Lonoke County Judge	Mayor of Cabot
Mayor of England	Mayor of Lonoke
Mayor of Ward	

**7. Can the RMA exercise eminent domain and issue bonds?**

A. Like most other public utilities, the RMA has the power of eminent domain and can issue bonds to finance public improvements. Eminent domain can be controversial and every effort should be made to avoid its use. Since the RMA Board is composed of elected officials, they are sensitive to this issue. As a matter of policy, they may chose to rely on the inherent authority of the particular local governments through which improvements pass rather than exercising their independent authority.

**8. Are taxes levied for the benefit of an RMA permanent or temporary?**

A. Under the law, they may be either. The RMA Board will recommend a tax proposal to the appropriate county or counties for specific public improvements and ballot language. The Quorum Courts of the counties must approve the ballot language, the structure of the tax (permanent or temporary, rate, duration) and, of course, the public must approve the measure at an election. As an example, a county might refer a ½¢ sales tax to the public – ¼¢ for a specific set of roadway improvements to expire after five years and ¼¢ for improved transit services that would be permanent.

**9. If a Central Arkansas RMA is set up, how will it be staffed and how much will that cost?**

A. The Metroplan Board of Directors has authorized the Metroplan staff, acting as the Metropolitan Planning Organization, to support the initial planning stages of a Central Arkansas RMA. Consequently, there would be no additional cost to set up a Central Arkansas RMA. Federal transportation planning dollars can be leveraged to do the initial planning, priority setting, project identification and cost estimations in cooperation with government, civic and business leaders in each community.

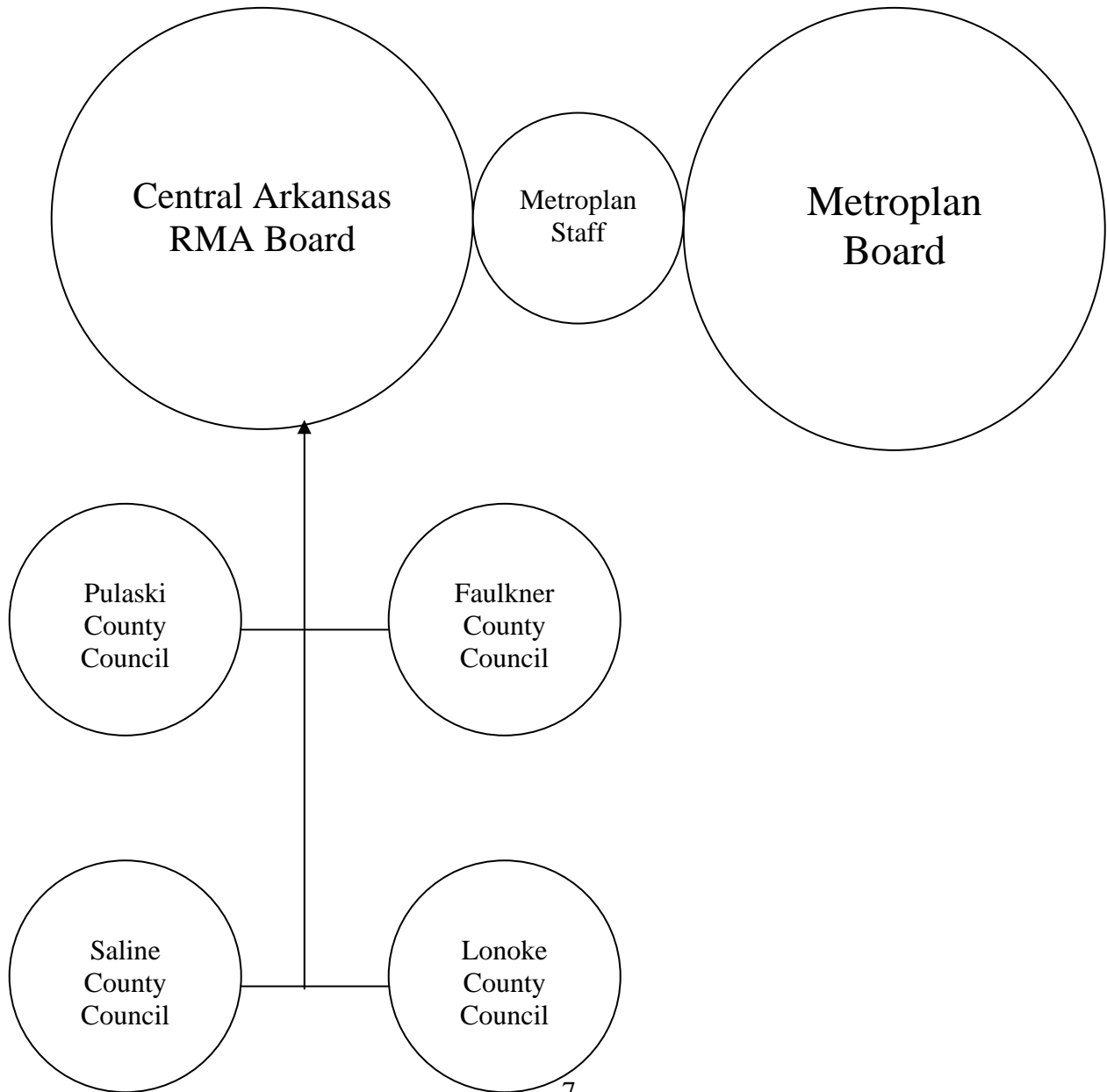
**10. Who else has set up an RMA in Arkansas?**

A. Washington and Benton counties set up the Northwest Arkansas Regional Mobility Authority in 2008. Several counties in southeast and northeast Arkansas have actively discussed forming an RMA, but none have done so as of this date. Metropolitan areas in California, Arizona, Colorado, Oregon, Georgia and Texas have formed regional or metropolitan transportation authorities to tax themselves to deal with metropolitan scale problems

# CENTRAL ARKANSAS RMA ORGANIZATION

## ONE RMA BOARD with ADVISORY COUNCILS BY COUNTY

Under this proposal, there would be a single Central Arkansas Regional Mobility Authority with sub-committees or councils by county. The Metroplan staff would staff the RMA and its sub-councils.



**CENARK RMA BOARD**

The membership of the Regional Mobility Authority Board is established in statute (A.C.A. §27-76-301 *et seq*) as the county judges and mayors of all cities of the first class within the county or their designees. In that case, the Central Arkansas Regional Mobility Authority Board would be composed as follows:

**Central Arkansas RMA Board (21)**

Pulaski County Judge	Saline County Judge
Faulkner County Judge	Lonoke County Judge
Mayor of Jacksonville	Mayor of Little Rock
Mayor of North Little Rock	Mayor of Maumelle
Mayor of Sherwood	Mayor of Benton
Mayor of Bryant	Mayor of Haskell
Mayor of Shannon Hills	Mayor of Conway
Mayor of Greenbrier	Mayor of Vilonia
Mayor of England	Mayor of Lonoke
Mayor of Ward	Mayor of Alexander
Mayor of Cabot	

**Pulaski County Council**

Pulaski County Judge	Mayor of Little Rock
Mayor of Jacksonville	Mayor of Maumelle
Mayor of North Little Rock	Mayor of Sherwood

**Saline County Council**

Saline County Judge	Mayor of Benton
Mayor of Bryant	Mayor of Haskell
Mayor of Shannon Hills	Mayor of Alexander

**Faulkner County Council**

Faulkner County Judge	Mayor of Conway
Mayor of Greenbrier	Mayor of Vilonia
Mayor of Mayflower	

**Lonoke County Council**

Lonoke County Judge	Mayor of Cabot
Mayor of England	Mayor of Lonoke
Mayor of Ward	

*Note: The Mayor of England is the only member of the RMA Board not currently on the Metroplan Board of Directors. The City of Mayflower, as the largest city of the second class in Faulkner County is, by law, not on the RMA Board, but is included on the Faulkner County Council.*

## **ORGANIZING DOCUMENTS**

The three main organizing documents required by the legislation are (1) an establishing ordinance that must be passed in identical form by each Quorum Court of member counties, (2) a membership ordinance to be passed by each participating municipality to join the RMA and (3) an RMA Agreement establishing the authorities of the RMA to which the establishing counties are signatory. Draft Exhibits of each of those organizing documents are attached.

The drafts are patterned after those used by the Northwest Arkansas Regional Mobility Authority.

**EXHIBIT 1**

**ORDINANCE NO. \_\_\_\_**

**BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF \_\_\_\_\_ STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED:**

**AN ORDINANCE PROVIDING FOR \_\_\_\_\_ COUNTY’S PARTICIPATION IN A MULTI-COUNTY REGIONAL MOBILITY AUTHORITY; AND APPROVING AN AGREEMENT WITH \_\_\_\_\_ COUNTY, \_\_\_\_\_ COUNTY AND \_\_\_\_\_ COUNTY EFFECTUATING THE CREATION OF THE CENTRAL ARKANSAS REGIONAL MOBILITY AUTHORITY**

**WHEREAS**, there are major transportation issues in Central Arkansas that cannot or will not be solved by the Arkansas State Highway and Transportation Department (AHTD) alone; and

**WHEREAS**, in recognition of financial limitations, as well as the lack of suitable statutory authority for cities and counties to collectively fund and implement transportation projects on a regional basis, with or without AHTD participation, the Legislature approved Act 389 of 2007 to revise the (2005) Regional Mobility Authority Act; and

**WHEREAS**, the stated intent of Act 389 made clear that the funding of regional mobility authorities is intended as a supplement to, and not substitute for, state and federal transportation aid to counties and municipalities; and

**WHEREAS**, with said changes, revisions, and clarifications, the establishment of a multi-county regional mobility authority is now deemed practicable and advisable, and it is the desire of the quorum court to move forthwith in such establishment with \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ Counties.

**NOW, THEREFORE, BE IT ENACTED BY THE QUORUM COURT OF \_\_\_\_\_ COUNTY, ARKANSAS:**

**ARTICLE 1.** \_\_\_\_\_ County’s participation in the Central Arkansas Regional Mobility Authority, the creation of which shall be effective upon \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ County’s approval and execution of the attached “Central Arkansas Regional Mobility Authority Agreement,” is hereby authorized and approved.



**ARTICLE 2.** The “Central Arkansas Regional Mobility Authority Agreement,” which is attached hereto, is hereby approved.

**ARTICLE 3.** The County Judge is hereby authorized and directed to execute the document on behalf of \_\_\_\_\_ County, and transmit it to \_\_\_\_\_ County, \_\_\_\_\_ County and \_\_\_\_\_ County for consideration.

**APPROVED:**

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**ATTEST:**

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**EXHIBIT 2**

**ORDINANCE NO. \_\_\_\_\_**

**BE IT ENACTED BY THE CITY COUNCIL  
OF THE COUNTY OF \_\_\_\_\_,  
STATE OF ARKANSAS, AN ORDINANCE  
TO BE ENTITLED:**

**AN ORDINANCE PROVIDING FOR  
\_\_\_\_\_'S PARTICIPATION IN THE  
CENTRAL ARKANSAS REGIONAL  
MOBILITY AUTHORITY; AND APPROVING  
AN AGREEMENT WITH PARTICIPATING  
MEMBERS OF THE CENTRAL ARKANSAS  
REGIONAL MOBILITY AUTHORITY.**

**WHEREAS**, there are major transportation issues in Central Arkansas that cannot or will not be solved by the Arkansas State Highway and Transportation Department (AHTD) alone; and,

**WHEREAS**, in recognition of financial limitations, as well as the lack of suitable statutory authority for cities and counties to collectively fund and implement transportation projects on a regional basis, with or without AHTD participation, the Legislature approved Act 389 of 2007 to revise the (2005) Regional Mobility Authority Act; and,

**WHEREAS**, the stated intent of Act 389 made clear that the funding of regional mobility authorities is intended as a supplement to, and not substitute for, state and federal transportation aid to counties and municipalities; and,

**WHEREAS**, with said changes, revisions, and clarifications, the establishment of a multi-county regional mobility authority is now deemed practicable and advisable, and it is the desire of the City Council to move forthwith in such establishment with participating members of the Central Arkansas Regional Mobility Authority.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY  
COUNCIL OF \_\_\_\_\_, ARKANSAS:**

**ARTICLE 1.** The City of \_\_\_\_\_'s participation in the Central Arkansas Regional Mobility Authority is hereby authorized and approved.

**ARTICLE 2.** The Central Arkansas Regional Mobility Authority Agreement," which is attached hereto, is hereby approved

**ARTICLE 3.** The Mayor is hereby authorized and directed to execute the document on behalf of the City of \_\_\_\_\_, and transmit it to participating members of the Central Arkansas Regional Mobility Authority for consideration.

## **EXHIBIT 3**

# **CENTRAL ARKANSAS REGIONAL MOBILITY AUTHORITY AGREEMENT**

As authorized by Act 389 of 2007 of the Arkansas General Assembly, codified as Ark. Code Ann. §27-76-101, *et seq.*, Pulaski, Saline, Faulkner and Lonoke Counties, Arkansas herewith form the Central Arkansas Regional Mobility Authority.

### **ARTICLE I – AUTHORIZATION**

The parties to this agreement are Pulaski, Saline, Faulkner and Lonoke Counties, Arkansas. Following creation of the Authority by the counties, various cities located in the four counties shall be invited to join the Authority as members. The counties and the subsequent signatory cities agree to join cooperatively in establishing and providing for the operation of the Central Arkansas Regional Mobility Authority (the “Authority”).

### **ARTICLE II – DURATION**

The Authority shall have a perpetual existence.

### **ARTICLE III – ORGANIZATION**

A. CONSTITUTION. The Authority shall be governed by a Board of Directors. The Board of Directors shall include the County Judge, or a representative designated by the County Judge, of each county that is a member of the Authority; and the Mayor, or a representative designated by the Mayor, of each city of the first class that is a member of the Authority. The designated representative of a County Judge or a Mayor shall be a qualified elector of the jurisdiction that the designated representative is appointed to represent.

B. TERMS. A Director who is a public official may serve on the Board of Directors during his or her term of office as the County Judge or Mayor of a member of the Authority. A Director who is the designated representative of the Mayor or County Judge serves at the pleasure of the Mayor of the municipality or the County Judge of the county that is a member of the Authority. The term of such a Director shall not extend beyond the term of the appointing public official.

C. PAY AND EXPENSES. The members of the Board of Directors of the Authority shall receive no salary or per diem, but shall be entitled to reimbursement

of actual travel and out-of-pocket expense incurred on behalf of the Authority as authorized by the Board.

#### **ARTICLE IV – JURISDICTIONAL BOUNDARIES**

The jurisdictional boundaries of the Authority shall be co-extensive with the legal boundaries of Pulaski, Saline, Faulkner and Lonoke Counties, Arkansas.

#### **ARTICLE V – GOVERNANCE**

The Authority shall be operated and controlled by its Board of Directors in accord with A.C.A. §27-76-301, *et seq.*

#### **ARTICLE VI – POWERS AND DUTIES**

The Board of Directors shall have those powers and duties set forth in A.C.A. §27-76-401-410. Pursuant to A.C.A. 27-76-410(b), plans developed by the Authority shall be consistent with state implementation plans, statewide transportation improvement programs if federal aid funds are involved, statewide long-range transportation plans, city and county master street plans, and metropolitan transportation plans in metropolitan areas as required under 23 U.S.C. § 134 as it existed on January 1, 2007.

#### **ARTICLE VII – EMINENT DOMAIN**

The Authority shall have the power of eminent domain and such powers shall be exercised for public purposes only, as set forth in A.C.A. §27-76-501-504.

#### **ARTICLE VIII – FINANCING AND BONDS**

The Authority may be financed or supported as determined by the Board of Directors in accordance with A.C.A. §27-76-601-611.

#### **ARTICLE IX – TOLLING FEES, FARE AND OTHER CHARGES OF A TOLL FACILITY PROJECT**

As determined by its Board of Directors, the Authority shall have those tolling powers and rights as set forth in A.C.A. §27-76-701-713.

## **ARTICLE X – OFFICERS, MEETINGS AND RULES**

A. **OFFICERS.** At its organizational meeting and at the first regular meeting of each fiscal year, the Authority shall elect one of its members as Chairman, one as Vice-Chairman, one as Secretary, and one as Treasurer. The offices of Secretary and Treasurer may be held by one person at the discretion of the Board. These officers shall comprise the Executive Committee of the Authority.

B. **MEETINGS.** The Authority Board of Directors shall meet not less than quarterly at dates, times and places to be established by the Board. All meetings shall be open to the public as provided by Arkansas law, and shall be conducted pursuant to procedures established by the Board. A meeting may be called by the Secretary at the direction of the Chairman or upon the direction of a majority of the members of the Board of the Authority.

C. **RULES.** Fifty percent (50%) of the members of the Board plus one shall constitute a quorum and no vacancy in the membership of the Authority shall restrict the rights of a quorum to exercise all the rights and privileges or the duties of the Authority. The approval of all measures shall require the affirmative vote of a majority of the authorized membership of the Authority. The Board of the Authority may create such committees as it deems necessary for the proper exercise of its functions. The Board of the Authority shall adopt rules for the transaction of business, and shall keep a complete record of its activities and business, which shall be a public record.

No member of the Board of the Authority or any officer, employee, or agent of the Authority shall have a personal interest in any business of the Authority or in any contract with the Authority, or in any property or other assets in which the Authority is interested. No person shall be employed by the Authority who is related to a member or officer of the Authority by blood or by marriage within the fourth degree. For purposes of this provision, any corporation or other business in which a person has a substantial interest shall be prohibited from doing business with the Authority if the owner of the substantial interest would have been so prohibited.

## **ARTICLE XI – COUNTY ADVISORY COUNCILS**

A. There is hereby established a County Advisory Council in each county that is a member of the Central Arkansas Regional Mobility Authority.

B. The members of the County Advisory Councils are those members of the Central Arkansas Regional Mobility Authority in each respective county.

C. The County Advisory Councils shall be responsible, from time to time, for making recommendations on a desired program of transportation projects for their respective county to the full Board of Directors of the Authority.

## **ARTICLE XII – AMENDMENT**

This agreement may be modified or amended in the same manner as this agreement was adopted.

## **ARTICLE XIII – TERMINATION**

This agreement shall continue in full force and effect subsequent to its adoption by all signatory parties. Whenever the members of the Authority shall by ordinance determine that the Authority shall be dissolved and that all bonds issued and all other obligations incurred by the Authority have been fully paid or satisfied, the members of the Authority may by ordinance declare the Authority dissolved.

In the event that the Authority shall be dissolved, title to all funds and other property owned by the Authority at the time of dissolution shall be liquidated and distributed to the members in direct proportion to the funds contributed to the Authority by the members, if any, and if no funds were contributed, to each member in the manner provided in the ordinance declaring the dissolution.

## **ARTICLE XIV – NEW MEMBERS; WITHDRAWALS**

Without limitation, all municipalities in Pulaski, Saline, Faulkner and Lonoke Counties shall be entitled to become members in the Central Arkansas Regional Mobility Authority by: (1) the adoption of an ordinance providing for such participation in the Authority; and (2) entering into an agreement with other Authority members by the passage of an ordinance, adopting by reference, the Central Arkansas Regional Mobility Authority Agreement approved by the counties, and which formalized creation of the Authority.”

Any member of the Authority may withdraw at any time without the consent of the other members prior to any bonded debt being issued by the Authority. The withdrawal shall become effective upon the adoption of an ordinance by the withdrawing member and the filing of the ordinance with the Authority. The withdrawal of a member shall not cause dissolution or otherwise terminate this Agreement.

If there is bonded debt of the Authority outstanding, a member may withdraw from the Authority without the consent of the other members so long as there are sufficient members remaining to constitute the Authority and to provide for a Board of Directors of the Authority.

**ARTICLE XV – COOPERATIVE AGREEMENT**

This agreement incorporates by reference A.C.A. §25-20-104(c) to the extent that the same is consistent with the provisions of the Regional Mobility Authority Act and with this agreement.

**ARTICLE XVI – FULL AND COMPLETE POWERS AND DEFINITIONS**

It is the intention of this agreement and the signatories hereto that the Authority established hereunder have all of the powers, duties, and obligations conferred upon the Authority by the Regional Mobility Authority Act. The definitions and powers of the Act are incorporated by reference.

**ARTICLE XVII– GENDER**

Any references to gender made herein are intended to be neutral.

**ARTICLE XVIII – ENTIRE AGREEMENT**

This writing constitutes the entire agreement between the parties. All amendments or modifications hereto must be in writing. Act 389 of 2007 is attached, designated Exhibit A, and incorporated by reference.

In WITNESS WHEREOF the parties hereto have caused this agreement to be executed in their respective behalves on the signature dates set forth below.

PULASKI COUNTY, ARKANSAS BY:

\_\_\_\_\_

DATE: \_\_\_\_\_

SALAIN COUNTY, ARKANSAS BY:

\_\_\_\_\_

DATE: \_\_\_\_\_



FAULKNER COUNTY, ARKANSAS BY:

\_\_\_\_\_

DATE: \_\_\_\_\_

LONOKE COUNTY, ARKANSAS BY:

\_\_\_\_\_

DATE: \_\_\_\_\_

## **EXHIBIT 4**

### **METROPLAN BOARD RESOLUTION**

The attached Resolution 13-23 encouraging local governments in central Arkansas to create a Regional Mobility Authority was adopted unanimously by the Metroplan Board of Directors on March 27, 2013.

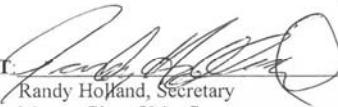


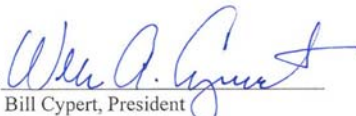
**RESOLUTION 13-23**  
**Central Arkansas Regional Mobility Authority**

- WHEREAS, the Central Arkansas region continues to grow economically and is in need of supportive transportation systems to sustain that economic growth; and,
- WHEREAS, both the Arkansas Blue Ribbon Committee on Highway Finance and the Metroplan long-range transportation plan have identified significant funding shortages to maintain and improve transportation systems; and,
- WHEREAS, the communities of central Arkansas are growing together, making coordination and joint development of needed transportation facilities more important; and,
- WHEREAS, the transportation environment of metropolitan regions is complex and requires investment in many modes of transport to adequately serve all citizens of the region and to promote the economic growth of the region; and,
- WHEREAS, Pulaski, Saline, Faulkner and Lonoke Counties represent the highest population concentration in the State of Arkansas and encompass the integrated metropolitan economy of central Arkansas; and,
- WHEREAS, the Arkansas General Assembly has provided for multi-county cooperation in addressing mutual transportation issues through the passage of the Regional Mobility Authority Act; and,
- WHEREAS, the establishment of a Regional Mobility Authority for Central Arkansas requires the adoption of identical ordinances by each county that are to be members of the Regional Mobility Authority; and,
- WHEREAS, the staff of Metroplan is available to assist a Central Arkansas Regional Mobility Authority in developing and prioritizing needs and analyzing funding alternatives for local elected officials,

**NOW THEREFORE BE IT RESOLVED**, that the Metroplan Board of Directors finds that the establishment of a Regional Mobility Authority would be advantageous for the citizens, businesses and local governments of central Arkansas and, therefore, hereby requests the Quorum Courts of Pulaski County, Saline County, Faulkner County and Lonoke County to jointly pass ordinances to create the Central Arkansas Regional Mobility Authority pursuant to Arkansas Code 27-76-101 *et al* in calendar year 2013.

Duly recorded this 27<sup>th</sup> day of March 2013.

ATTEST:   
Randy Holland, Secretary  
Mayor, City of Mayflower

SIGNED:   
Bill Cypert, President  
Mayor, City of Cabot



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

Ronnie Hall, P.E.  
City Engineer  
[ronnie.hall@cityofconway.org](mailto:ronnie.hall@cityofconway.org)  
501-450-6165

August 1, 2013

Mayor Tab Townsell  
1201 Oak Street  
Conway , Arkansas 72032

RE: Relocated Conway Airport  
Wildlife Hazard Management Plan

Dear Mayor Townsell:

I have attached for approval a proposed Professional Services Agreement with Garver Engineers to review and update the Wildlife Hazard Management Plan for the Relocated Conway Airport. Garver proposes to utilize the expertise of BASH, Inc. to develop the Wildlife Management Plan. BASH, Inc was one of the consultants involved in the bird and waterfowl study conducted at this site in 2004 and 2005.

This study is needed to provide the city and FAA an updated opinion and guidance regarding the potential hazard to air traffic created by hunting lease (developed by artificially flooding sites) in the vicinity of the relocated airport.

The cost of this study is \$56,600.

Funding for this work is included in the FAA 2012 grant. Thus, the FAA would pay 90% and the City 10% or \$5,660.

I am requesting approval of this agreement subject to final FAA concurrence in award and funding of the work.

Thanks  
Ronnie Hall





WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Wildlife Hazard Site Visit	\$21,500	Lump Sum
Wildlife Hazard Management Plan	\$26,000	Lump Sum
Airport Master Plan Wildlife Consultation	\$9,100	Cost + Fixed Fee
TOTAL FEE	\$56,600	









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





**APPENDIX A – SCOPE OF SERVICES  
NEW CONWAY MUNICIPAL AIRPORT  
CONWAY, ARKANSAS  
Project No. 13011502**

**2.1 General**

Generally, the scope of services includes a Wildlife Hazard Site Visit, Preparation of a Wildlife Hazard Management Plan, and Airport Master Plan Wildlife Consultation as needed by the City of Conway. The WHSV and WHMP will be developed in accordance with all current FAA regulations, orders, advisory circulars, and guidance, including 14 CFR Part 139, Certification of Airports; AC 150/5200-36A; AC 150/5200-32A; AC 150/5200-33B; AC 150/5200-34A; AC 150/5200-37A and FAA CertAlerts Nos; 09-20, 06-07, 04-09, 04-16, 03-03, 02-06, 02-09, 01-01, 98-05, and 09-09.

**2.2 Wildlife Hazard Site Visit**

Garver will subcontract with BASH Incorporated to perform a 3 day Wildlife Hazard Site Visit at the new Conway Airport location in the Lollie Bottoms. This visit will consist of a Project Kickoff meeting with the City of Conway to discuss project schedule, specific needs of the WHA and WHMP, and any other pertinent information deemed necessary. We will also collect and discuss information with other stakeholders regarding wildlife hazard concerns and potential solutions. After the Kickoff meeting BASH Incorporated will spend three days visiting predetermined survey points to collect data on wildlife populations and patterns in the area. This assessment will be compared to the previous wildlife hazard assessment to verify the data collected previously and point out any changes in the wildlife populations.

Once the site visit is complete a draft report will be assembled that will document findings and recommendations. A draft report will be submitted to the City for review and comments. Upon receipt of the City's comments the report will be finalized and submitted to the FAA for review.

**2.3 Wildlife Hazard Management Plan**

Immediately following the completion of the Wildlife Hazard Site Visit, BASH Incorporated will prepare a WHMP that is based upon the findings of the proposed Conway Municipal Airport WHSV and previous WHA. The comprehensive WHMP will include: airfield wildlife management protocols and techniques, habitat management, analysis of airfield patrols, operations and communications procedures, and possible actions to address selected areas where birds and wildlife tend to congregate both within and outside the airport boundaries. The WHMP will also include the coordination protocol of wildlife management personnel, airfield operations staff, and aircraft before, during and after flight activities. The WHMP will focus on the active control procedures for reducing the wildlife hazards at the proposed Conway Municipal Airport and will review and make recommendations concerning the development of passive and active control methods for the airfield.

**2.4 Airport Master Plan Wildlife Consultation**

Upon completion of the WHMP, Garver and BASH Inc. will provide consultation for wildlife population management and control considerations during the architectural design, planning, and engineering phases as necessary per request from the City of Conway.

**2.5 Project Deliverables**

The following will be submitted to the Client, or others as indicated, by Garver:

1. Wildlife Hazard Site Assessment Report
2. Wildlife Hazard Management Plan.

## **2.6 Extra Work**

The following items are not included under this agreement but will be considered as extra work:

1. Design Services
2. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
3. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.

Extra Work will be as directed by the Client in writing for an additional fee as agreed upon by the Client and Garver.

## **2.7 Schedule**

The Engineer shall begin work under this Agreement upon execution and shall complete the work in accordance on a mutually agreeable schedule.

## APPENDIX B

### CITY OF CONWAY

### Wildlife Hazard Site Visit and Wildlife Hazard Management Plan

#### FEE SUMMARY

<b>Engineering Services</b>	<b>Estimated Fees</b>
WILDLIFE HAZARD SITE VISIT	\$21,500.00
WILDLIFE HAZARD MANAGEMENT PLAN	\$26,000.00
AIRPORT MASTER PLAN WILDLIFE CONSULTATION	\$9,100.00
<b>Total Engineering Services</b>	<b>\$56,600.00</b>

**APPENDIX B**

**CITY OF CONWAY**

**Wildlife Hazard Site Visit and Wildlife Hazard Management Plan**

**WILDLIFE HAZARD SITE VISIT**

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	X-2	X-1	MANHOUR SUBTOTALS
	\$256.00	\$188.00	\$153.00	\$132.00	\$107.00	\$73.00	\$54.00	
	hr	hr	hr	hr	hr	hr	hr	
<b>1. Civil Engineering</b>								
Coordination with BASH Incorporated				8				
Project Kick Off Meeting				6				
Site Visit Report Review				8				
<b>Subtotal - Civil Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>2. Structural Engineering</b>								
<b>Subtotal - Structural Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>3. Mechanical Engineering</b>								
<b>Subtotal - Mechanical Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>4. Electrical Engineering</b>								
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Hours</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22</b>
<b>Salary Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,904.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,904.00</b>
<b>SUBTOTAL - SALARIES:</b>		<b>\$2,904.00</b>						
<b>DIRECT NON-LABOR EXPENSES</b>								
Document Printing/Reproduction/Assembly	\$40.00							
Postage/Freight/Courier	\$35.00							
Travel Costs	\$121.00							
<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>		<b>\$196.00</b>						
<b>SUBTOTAL:</b>		<b>\$3,100.00</b>						
<b>SUBCONSULTANTS FEE: (BASH Incorporated)</b>		<b>\$18,400.00</b>						
<b>TOTAL FEE:</b>		<b>\$21,500.00</b>						

**APPENDIX B**

**CITY OF CONWAY**

**Wildlife Hazard Site Visit and Wildlife Hazard Management Plan**

**WILDLIFE HAZARD MANAGEMENT PLAN**

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	T-2	X-2	MANHOUR SUBTOTALS
	\$256.00	\$188.00	\$153.00	\$132.00	\$107.00	\$99.00	\$73.00	
	hr	hr	hr	hr	hr	hr	hr	
<b>1. Civil Engineering</b>								
Coordination with BASH Inc				8				
WHMP Review				8				
WHMP Deliverable Meeting				6				
<b>Subtotal - Civil Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>2. Surveys - Property</b>								
<b>Subtotal - Surveying</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Hours</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22</b>
<b>Salary Costs</b>	\$0.00	\$0.00	\$0.00	\$2,904.00	\$0.00	\$0.00	\$0.00	<b>\$2,904.00</b>
<b>SUBTOTAL - SALARIES:</b>		<b>\$2,904.00</b>						
<b>DIRECT NON-LABOR EXPENSES</b>								
Document Printing/Reproduction/Assembly	\$60.00							
Postage/Freight/Courier	\$36.00							
Travel Costs	\$100.00							
<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>		<b>\$196.00</b>						
<b>SUBTOTAL:</b>		<b>\$3,100.00</b>						
<b>SUBCONSULTANTS FEE: (BASH Incorporated)</b>		<b>\$22,900.00</b>						
<b>TOTAL FEE:</b>		<b>\$26,000.00</b>						



**APPENDIX B**

**CITY OF CONWAY  
Wildlife Hazard Site Visit and Wildlife Hazard Management Plan**

**AIRPORT MASTER PLAN WILDLIFE CONSULTATION**

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	C-2	C-1	MANHOUR SUBTOTALS
	\$83.00	\$63.00	\$51.24	\$44.10	\$35.40	\$38.50	\$28.65	
	hr	hr	hr	hr	hr	hr	hr	
<b>1. Civil Engineering</b>								
Coordination with BASH Incorporated and City of Conway				20				
<b>Subtotal - Civil Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>2. Structural Engineering</b>								
<b>Subtotal - Structural Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>3. Mechanical Engineering</b>								
<b>Subtotal - Mechanical Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>4. Electrical Engineering</b>								
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Hours</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>
<b>Salary Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$882.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$882.00</b>
<b>SUBTOTAL - SALARIES:</b>				<b>\$882.00</b>				
<b>LABOR AND GENERAL ADMINISTRATIVE OVERHEAD</b>				<b>\$1,685.59</b>				
<b>PROFESSIONAL FEE</b>				<b>\$385.14</b>				
<b>DIRECT NON-LABOR EXPENSES</b>								
Document Printing/Reproduction/Assembly		\$25.00						
Postage/Freight/Courier		\$25.00						
Travel Costs		\$97.27						
<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>				<b>\$147.27</b>				
<b>SUBTOTAL:</b>				<b>\$3,100.00</b>				
<b>SUBCONSULTANTS FEE: (BASH Incorporated)</b>				<b>\$6,000.00</b>				
<b>TOTAL FEE:</b>				<b>\$9,100.00</b>				



**APPENDIX C**

AIRPORT IMPROVEMENT AID PROJECT: 3-05-0089-005-2012  
STATE: Arkansas

**CERTIFICATION OF ENGINEER**

I hereby certify that I am \_\_\_\_\_ and duly authorized representative of the firm of GARVER, LLC, whose address is 4701 Northshore Drive, North Little Rock, Arkansas, 72118, and that neither I nor the above firm I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me of the above consultant) to solicit or secure this contract;

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both criminal and civil.

GARVER, LLC

By \_\_\_\_\_

DATE:

\_\_\_\_\_



## APPENDIX D

### MANDATORY FEDERAL CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

#### 1. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the Engineer, for itself, its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

- 1.1 Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 1.2 Nondiscrimination. The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 1.4 Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 1.5 Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  - 1.5.1. Withholding of payments to the Engineer under the contract until the Engineer complies, and/or
  - 1.5.2. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The Engineer shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

## 2. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Engineer assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

## 3. DISADVANTAGED BUSINESS ENTERPRISES

3.1 Contract Assurance (§26.13): The Engineer or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Engineer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

3.2 Prompt Payment (§26.29) The Engineer agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the Engineer receives from the Sponsor. The Engineer agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

## 4. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

No Federal appropriated funds shall be paid, by or on behalf of the Engineer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Engineer shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

5. ACCESS TO RECORDS AND REPORTS

The Engineer shall maintain an acceptable cost accounting system. The Engineer agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

6. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Engineer or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7. RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

8. TRADE RESTRICTION CLAUSE

The Engineer or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- 8.1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- 8.2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- 8.3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Engineer or subcontractor who is unable to certify to the above. If the Engineer knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Engineer agrees that, if awarded a contract, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Engineer may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Engineer shall provide immediate written notice to the sponsor if the Engineer learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Engineer or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

#### 9. TERMINATION OF CONTRACT

- 9.1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- 9.2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- 9.3. If the termination is due to failure to fulfill the Engineer's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Engineer shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- 9.4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph (b) of this clause.
- 9.5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### 10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Engineer certifies, by submission of this contract or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department

or agency. It further agrees by submitting this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Engineer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this contract.



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

Ronnie Hall, P.E.  
 City Engineer  
[ronnie.hall@cityofconway.org](mailto:ronnie.hall@cityofconway.org)  
 501-450-6165

August 1, 2013

Mayor Tab Townsell  
 1201 Oak Street  
 Conway, Arkansas 72032

RE: Relocated Conway Airport  
 Access Road Construction

Bids were received at 11:00 AM on July 9, 2013 for the Access Road Construction on the Relocated Conway Airport. The project included two bid schedules. Schedule 1 provided for asphalt paving the roadways and Schedule 2 provided for concrete paving the roadways. A deductive alternate was included to obtain an alternate price for a portion of the embankment work included in the Stage 2B Paving & Lighting bid.. Two bids was received for schedule 1.as summarized below and detailed on the attached Bid Tabulation:

**SCHEDULE 1 – ACCESS ROAD CONSTRUCTION (Asphalt)**

	Base Bid (Includes Embankment)	With Deductive Alternate (Without Embankment)
Lentz	\$2,123,292.14	\$1,701,694.14
Engineers Estimate	\$1,750,000.00	\$1,408,924.00

**SCHEDULE 2 – ACCESS ROAD CONSTRUCTION (Concrete)**

	(Includes Embankment)	With Deductive Alternate (Without Embankment)
Weaver Bailey	\$1,796,556.65	\$1,463,965.91
Engineers Estimate	\$1,850,000.00	\$1,508,924.00

To accomplish the work required to open the airport in 2014 and stay within the limits of the 2013 airport grant the following budgets have been established for the various 2013 work contracts:

Stage 2B Paving & Lighting	\$5,113,011
On Site Road Construction	\$1,304,767
Onsite Sewer Construction	\$275,000
Engineering, Inspection and Testing	<u>\$605,000</u>
<b>TOTAL 2013 PROJECTS COST</b>	<b>\$7,297,778</b>

Funding:	FAA GRANT (90%)	\$6,568,000
	STATE ADA GRANT	\$300,000
	CITY OF CONWAY FUNDS	\$429,778

To achieve the budget amount shown above may require deferring the paving of the roadway to the T-Hangars and Corporate Hangars. The deferred paving work could likely be completed under the 2014 grant which would likely be available in August or September of 2014.



Mayor Tab Townsell  
August 1, 2013  
Page 2

The unit price bid for the embankment work duplicated in this bid and the Stage 2B Paving and Lighting bid is slightly less costly in this bid. Thus, we should remove that work from the Stage 2B – Paving and Lighting Contract and include it in this contract.

I recommend award of the Access Road Construction Contract to Weaver Bailey Contractors, Inc. with a concurrent change order to modify the contract amount to approximately \$1,304,767

The costs associated with the local match have previously been funded from the Cantrell Field proceeds account.

Thanks  
Ronnie Hall

**CITY OF CONWAY  
ACCESS ROAD CONSTRUCTION  
BID TABULATION - SCHEDULE 1  
BID OPENING: JULY 11, 2013 AT 11:00 A.M.**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		LENTZ CONSTRUCTION CO.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SS-120-3.1	Site Preparation	L.S.	1	\$125,135.08	\$125,135.08	\$259,200.00	\$259,200.00
2	SS-122-4.1	Traffic Signs	S.F.	59	\$25.00	\$1,462.50	\$52.50	\$3,071.25
3	SS-130-4.1	Trench and Excavation Safety Systems	L.S.	1	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00
4	SS-140-6.1	4" Concrete Sidewalk	S.Y.	242	\$40.00	\$9,680.00	\$30.54	\$7,390.68
5	SS-145-5.1	Curb Ramp	Each	3	\$1,250.00	\$3,750.00	\$1,440.00	\$4,320.00
6	SS-146-6.1a	Curb Inlet	Each	28	\$3,750.00	\$105,000.00	\$3,055.00	\$85,540.00
7	SS-146-6.1b	Curb Inlet Extension (4')	Each	31	\$750.00	\$23,250.00	\$550.00	\$17,050.00
8	SS-160-5.1a	1.5" ACHM Surface Course	S.Y.	14,658	\$7.50	\$109,936.80	\$6.83	\$100,115.78
9	SS-160-5.1b	2" ACHM Binder Course	S.Y.	14,658	\$10.00	\$146,582.40	\$8.45	\$123,862.13
10	SS-161-5.1	6" Aggregate Base Course (Class 7)	S.Y.	18,262	\$8.50	\$155,229.89	\$6.14	\$112,130.77
11	SS-273-5.1	Curb and Gutter	L.F.	8,450	\$15.00	\$126,742.65	\$24.66	\$208,364.92
12	SS-274-5.1a	Reflectorized yellow four (4) inch pavement marking	L.F.	5,534	\$0.50	\$2,766.84	\$0.79	\$4,371.61
13	SS-274-5.1b	Nonreflectorized white four (4) inch pavement marking	L.F.	1,779	\$0.45	\$800.33	\$2.10	\$3,734.85
14	SS-274-5.1c	Reflectorized white four (4) inch pavement marking	L.F.	360	\$0.50	\$180.00	\$2.10	\$756.00
15	SS-274-5.1d	Reflectorized white twelve (12) inch pavement marking	L.F.	95	\$1.50	\$142.50	\$5.25	\$498.75
16	SS-274-5.2	Disability Parking Stall Symbol	Each	3	\$750.00	\$2,250.00	\$262.50	\$787.50
17	D-701-5.1a	18" Reinforced Concrete Pipe (Class IV)	L.F.	924	\$37.50	\$34,650.00	\$31.26	\$28,884.24
18	D-701-5.1b	24" Reinforced Concrete Pipe (Class IV)	L.F.	574	\$60.00	\$34,440.00	\$47.50	\$27,265.00
19	D-701-5.1c	30" Reinforced Concrete Pipe (Class IV)	L.F.	212	\$75.00	\$15,900.00	\$62.72	\$13,296.64
20	D-701-5.1d	22" x 13" Reinforced Concrete Arch Pipe (Class IV)	L.F.	682	\$75.00	\$51,150.00	\$49.48	\$33,745.36
21	D-701-5.2a	18" Reinforced Concrete Flared End Section	Each	2	\$1,200.00	\$2,400.00	\$1,065.00	\$2,130.00
22	D-701-5.2b	24" Reinforced Concrete Flared End Section	Each	3	\$1,500.00	\$4,500.00	\$1,195.00	\$3,585.00
23	D-701-5.2c	30" Reinforced Concrete Flared End Section	Each	4	\$1,700.00	\$6,800.00	\$1,808.00	\$7,232.00
24	D-701-5.2d	22" x 13" Reinforced Concrete Flared End Section	Each	4	\$1,700.00	\$6,800.00	\$1,272.00	\$5,088.00
25	D-752-5.1	Reinforced Concrete Drainage Flume	S.Y.	19	\$75.00	\$1,425.00	\$101.05	\$1,919.95
26	D-752-5.2	Concrete Ditch Paving	L.F.	546	\$60.00	\$32,760.00	\$36.77	\$20,076.42
27	P-152-4.1	Unclassified Excavation	C.Y.	10,441	\$6.00	\$62,647.62	\$5.40	\$56,382.86
28	P-152-4.2	Embankment in Place	C.Y.	63,633	\$7.50	\$477,244.35	\$9.30	\$591,782.99
29	P-152-4.3	Unsuitable Excavation	C.Y.	7,500	\$7.50	\$56,250.00	\$6.30	\$47,250.00
30	P-156-5.1	Temporary Erosion Control	L.S.	1	\$15,000.00	\$15,000.00	\$32,200.00	\$32,200.00
31	P-301-6.1	Soil-Cement Base Course (8" thickness)	S.Y.	18,262	\$6.00	\$109,574.04	\$16.00	\$292,197.44
32	T-901-5.1	Seeding	Acre	8	\$1,500.00	\$12,000.00	\$2,310.00	\$18,480.00
33	T-904-5.1	Sodding	S.Y.	1,425	\$6.00	\$8,550.00	\$5.04	\$7,182.00

**Total Base Bid - Schedule 1** \$1,750,000.00 \$2,123,392.14


**DEDUCTIVE ALTERNATES**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
34	P-152-4.1	Unclassified Excavation	C.Y.	606	\$6.00	\$3,636.00	\$5.40	\$3,272.40
35	P-152-4.2	Embankment in Place	C.Y.	44,992	\$7.50	\$337,440.00	\$9.30	\$418,425.60

**Total Engineer's Estimate Base Bid less Deductive Alternates - Schedule 1** \$1,408,924.00 \$1,701,694.14

Corrected Prices

Garver LLC

  
Blake Roberson, AR PE #13646



**CITY OF CONWAY  
ACCESS ROAD CONSTRUCTION  
BID TABULATION - SCHEDULE 2  
BID OPENING: JULY 11, 2013 AT 11:00 A.M.**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		WEAVER-BAILEY CONTRACTORS	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SS-120-3.1	Site Preparation	L.S.	100%	\$121,860.78	\$121,860.78	\$69,614.44	\$69,614.44
2	SS-122-4.1	Traffic Signs	S.F.	59	\$25.00	\$1,462.50	\$28.05	\$1,640.93
3	SS-130-4.1	Trench and Excavation Safety Systems	L.S.	100%	\$5,000.00	\$5,000.00	\$2,096.23	\$2,096.23
4	SS-140-6.1	4" Concrete Sidewalk	S.Y.	242	\$40.00	\$9,680.00	\$49.50	\$11,979.00
5	SS-145-5.1	Curb Ramp	Each	3	\$1,250.00	\$3,750.00	\$550.00	\$1,650.00
6	SS-146-6.1a	Curb Inlet	Each	28	\$3,750.00	\$105,000.00	\$3,129.26	\$87,619.28
7	SS-146-6.1b	Curb Inlet Extension (4')	Each	31	\$750.00	\$23,250.00	\$1,320.00	\$40,920.00
8	SS-274-5.1a	Reflectorized yellow four (4) inch pavement marking	L.F.	5,534	\$0.50	\$2,766.84	\$0.26	\$1,438.76
9	SS-274-5.1b	Nonreflectorized white four (4) inch pavement marking	L.F.	1,779	\$0.45	\$800.33	\$0.42	\$746.97
10	SS-274-5.1c	Reflectorized white four (4) inch pavement marking	L.F.	360	\$0.50	\$180.00	\$0.26	\$93.60
11	SS-274-5.1d	Reflectorized white twelve (12) inch pavement marking	L.F.	95	\$1.50	\$142.50	\$5.50	\$522.50
12	SS-274-5.2	Disability Parking Stall Symbol	Each	3	\$750.00	\$2,250.00	\$330.00	\$990.00
13	D-701-5.1a	18" Reinforced Concrete Pipe (Class IV)	L.F.	924	\$37.50	\$34,650.00	\$41.56	\$38,401.44
14	D-701-5.1b	24" Reinforced Concrete Pipe (Class IV)	L.F.	574	\$60.00	\$34,440.00	\$54.86	\$31,489.64
15	D-701-5.1c	30" Reinforced Concrete Pipe (Class IV)	L.F.	212	\$75.00	\$15,900.00	\$77.39	\$16,406.68
16	D-701-5.1d	22" x 13" Reinforced Concrete Arch Pipe (Class IV)	L.F.	682	\$75.00	\$51,150.00	\$56.67	\$38,648.94
17	D-701-5.2a	18" Reinforced Concrete Flared End Section	Each	2	\$1,200.00	\$2,400.00	\$1,090.72	\$2,181.44
18	D-701-5.2b	24" Reinforced Concrete Flared End Section	Each	3	\$1,500.00	\$4,500.00	\$1,215.75	\$3,647.25
19	D-701-5.2c	30" Reinforced Concrete Flared End Section	Each	4	\$1,700.00	\$6,800.00	\$2,212.31	\$8,849.24
20	D-701-5.2d	22" x 13" Reinforced Concrete Flared End Section	Each	4	\$1,700.00	\$6,800.00	\$1,209.79	\$4,839.16
21	D-752-5.1	Reinforced Concrete Drainage Flume	S.Y.	19	\$75.00	\$1,425.00	\$82.50	\$1,567.50
22	D-752-5.2	Concrete Ditch Paving	L.F.	546	\$60.00	\$32,760.00	\$58.35	\$31,859.10
23	P-152-4.1	Unclassified Excavation	C.Y.	10,821	\$6.00	\$64,926.22	\$4.95	\$53,565.78
24	P-152-4.2	Embankment in Place	C.Y.	64,013	\$7.50	\$480,097.80	\$7.37	\$471,776.10
25	P-152-4.3	Unsuitable Excavation	C.Y.	7,500	\$7.50	\$56,250.00	\$15.40	\$115,500.00
26	P-156-5.1	Temporary Erosion Control	L.S.	100%	\$15,000.00	\$15,000.00	\$22,000.00	\$22,000.00
27	P-301-6.1	Soil-Cement Base Course (8" thickness)	S.Y.	18,262	\$6.00	\$109,574.04	\$5.08	\$92,772.69
28	P-501-8.1a	Portland Cement Concrete Pavement (8" Thickness)	S.Y.	17,206	\$37.00	\$636,631.99	\$36.56	\$629,061.23
29	T-901-5.1	Seeding	Acre	8	\$1,500.00	\$12,000.00	\$1,595.00	\$12,760.00
30	T-904-5.1	Sodding	S.Y.	1,425	\$6.00	\$8,550.00	\$2.75	\$3,918.75
<b>Total Engineer's Estimate Base Bid - Schedule 2</b>						<b>\$1,850,000.00</b>		<b>\$1,798,556.65</b>

**DEDUCTIVE ALTERNATES**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
34	P-152-4.1	Unclassified Excavation	C.Y.	606	\$6.00	\$3,636.00	\$4.95	\$2,999.70
35	P-152-4.2	Embankment in Place	C.Y.	44,992	\$7.50	\$337,440.00	\$7.37	\$331,591.04

**Total Engineer's Estimate Base Bid less Deductive Alternates - Schedule 2**      **\$1,508,924.00**

Corrected Prices

Garver LLC   
Blake 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](mailto:ronnie.hall@cityofconway.org)  
501-450-6165

August 1, 2013

Mayor Tab Townsell  
1201 Oak Street  
Conway, Arkansas 72032

RE: Relocated Conway Airport (Lollie Bottoms)  
Stage 2B Paving & Lighting Construction

Dear Mayor Townsell;

Bids were received at 11:00 AM on May 17, 2013 for the Stage 2B – Paving and Lighting Construction for the Relocated Conway Airport. The project included two bid schedules. Schedule 1 included completing all the remaining paving of taxiway and aprons. Schedule 2 included the paving the remaining aprons and taxiway except the south 2000' and north 1100 feet. Approximately \$1,660,000 of each schedule is for runway and taxiway lighting. One bid was received as summarized below and detailed on the attached Bid Tabulation:

	Schedule 1 (Remaining Paving)	Schedule 2 (Remaining Paving Except N. & S. Ends of Taxiway)
Weaver Bailey	\$6,462,856.01	\$5,610,691.02
Engineers Estimate	\$5,850,000.00	\$5,000,000.00

The FAA indicates they want the parallel taxiway completed when the airport opens. This will require preparing a change order for the Schedule 1 bid to modify the apron paving quantities and other items of work to provide a total amount for this contract that will fit the grant and budget.

To accomplish the work required to open the airport in 2014 and stay within the limits of the 2013 airport grant the following budgets have been established for the various 2013 work contracts:

Stage 2B Paving & Lighting	\$5,113,011
On Site Road Construction	\$1,304,767
Onsite Sewer Construction	\$275,000
Engineering, Inspection and Testing	<u>\$605,000</u>
TOTAL 2013 PROJECTS COST	\$7,297,778
Funding:	
FAA GRANT (90%)	\$6,568,000
STATE ADA GRANT	\$300,000
CITY OF CONWAY FUNDS	\$429,778

As previously approved the additional 1.5" of pavement thickness to achieve 11" concrete thickness to accommodate the 90,000 pound wheel load for the ultimate design loading will be paid for by the City. The cost for this additional thickness is approximately \$66,000 and is not included in the above amounts.

Mayor Tab Townsell

August 1, 2013

Page 2

I recommend award of the Stage 2B- Paving and Lighting Contract to Weaver Bailey Contractors, Inc. with a concurrent change order to modify the contract amount to approximately \$5,113,011 +\$66,000 (added pavement thickness) for a total of \$5,179,011.

The costs associated with the local match and additional pavement thickness have previously been funded from the Cantrell Field proceeds account.

Thanks

Ronnie Hall

**CONWAY MUNICIPAL AIRPORT  
STAGE 2B - PAVING AND LIGHTING  
BID TABULATION - SCHEDULE 1  
BID OPENING: MAY 17, 2013 AT 11:00 A.M.**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		WEAVER-BAILEY CONT.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SS-120-3.1	Site Preparation	L.S.	1	\$224,121.62	\$224,121.62	\$274,134.82	\$274,134.82
2	SS-130-4.1	Trench and Excavation Safety Systems	L.S.	1	\$5,000.00	\$5,000.00	\$11,907.50	\$11,907.50
3	SS-272-5.1	Erosion Control Matting	S.Y.	8,100	\$5.50	\$44,550.00	\$2.48	\$20,088.00
4	SS-300-5.1	Lockout/Tagout and Constant Current Regulator Calibration Procedures	L.S.	1	\$1,250.00	\$1,250.00	\$550.00	\$550.00
5	SS-310-5.1	L-849A(L) Runway End Identifier Light System, Installed	Each	2	\$29,000.00	\$58,000.00	\$26,125.00	\$52,250.00
6	SS-310-5.2	L-853 Stake Mounted, Elevated Retroreflective Marker, Installed	Each	73	\$125.00	\$9,125.00	\$154.00	\$11,242.00
7	SS-310-5.3	L-858(L) Base Mounted, 1-Module Guidance Sign, Installed	Each	8	\$6,750.00	\$54,000.00	\$3,025.00	\$24,200.00
8	SS-310-5.4	L-858(L) Base Mounted, 2-Module Guidance Sign, Installed	Each	6	\$7,750.00	\$46,500.00	\$3,767.50	\$22,605.00
9	SS-310-5.5	L-858(L) Base Mounted, 3-Module Guidance Sign, Installed	Each	12	\$8,750.00	\$105,000.00	\$4,950.00	\$59,400.00
10	SS-310-5.6	L-861(L) Base Mounted Runway Edge Light, Installed	Each	51	\$1,550.00	\$79,050.00	\$1,237.50	\$63,112.50
11	SS-310-5.7	L-861E(L) Base Mounted Runway Threshold Light, Installed	Each	16	\$1,600.00	\$25,600.00	\$1,265.00	\$20,240.00
12	SS-310-5.8	L-861T(L) Base Mounted Taxiway Edge Light, Installed	Each	311	\$1,100.00	\$342,100.00	\$935.00	\$290,785.00
13	SS-310-5.9	L-881 Precision Approach Path Indicator System, Installed	Each	2	\$26,000.00	\$52,000.00	\$16,335.00	\$32,670.00
14	SS-310-5.10	L-881 Precision Approach Path Indicator Aiming Bar	Each	1	\$1,500.00	\$1,500.00	\$1,320.00	\$1,320.00
15	SS-310-5.11	Base Mounted Field Lightning Arrestor, Installed	Each	17	\$700.00	\$11,900.00	\$825.00	\$14,025.00
16	L-101-5.1	L-801A, Airport Rotating Beacon, in Place	Each	1	\$14,500.00	\$14,500.00	\$11,275.00	\$11,275.00
17	L-103-5.1	Beacon Tower and Foundation, in Place	Each	1	\$38,000.00	\$38,000.00	\$46,200.00	\$46,200.00
18	L-107-5.1	L-807, 12-Foot Wind Cone, in Place	Each	1	\$12,000.00	\$12,000.00	\$7,590.00	\$7,590.00
19	L-107-5.2	Segmented Circle Airport Marker System, in Place	Each	1	\$10,000.00	\$10,000.00	\$17,325.00	\$17,325.00
20	L-107-5.3	L-806, 8-Foot Supplemental Wind Cone, in Place	Each	2	\$11,000.00	\$22,000.00	\$6,160.00	\$12,320.00
21	L-108-5.1	No. 8 AWG 5kV, L-824C Cable, Installed in Trench, Duct Bank or Conduit	L.F.	61,000	\$1.85	\$112,850.00	\$1.54	\$93,940.00
22	L-108-5.2	No. 6 AWG Solid, Bare Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Ground Rods and Ground Connectors	L.F.	40,000	\$1.85	\$74,000.00	\$1.54	\$61,600.00
23	L-108-5.3	No. 6 AWG Stranded, 600V Rated, Type XHHW, Green Insulated Equipment Ground, Installed in Duct Bank or Conduit, Including Ground Rods and Ground Connectors	L.F.	900	\$1.85	\$1,665.00	\$1.76	\$1,584.00
24	L-108-5.4	Trenching for Direct-Buried Bare Counterpoise Wire, 8" Minimum Depth	L.F.	29,000	\$2.00	\$58,000.00	\$1.10	\$31,900.00
25	L-108-5.5	12-Strand ALCMS Fiber Optic Cable, Installed	L.F.	360	\$5.00	\$1,800.00	\$9.19	\$3,308.40
26	L-108-5.6	6-Pair, PE-89 Telephone Cable, Installed	L.F.	360	\$4.00	\$1,440.00	\$2.31	\$831.60
27	L-108-5.7	500 kcmil Stranded, 600V Rated, Type THHN/THWN-2 Cable, Installed in Duct Bank or Conduit	L.F.	2,900	\$50.00	\$145,000.00	\$13.20	\$38,280.00
28	L-108-5.8	No. 1 AWG Stranded, 600V Rated, Type THHN/THWN-2, Green Insulated Equipment Ground, Installed in Duct Bank or Conduit	L.F.	720	\$10.00	\$7,200.00	\$4.40	\$3,168.00
29	L-108-5.9	Generator Remote Annunciator Panel Cable, Installed	L.F.	720	\$4.00	\$2,880.00	\$3.30	\$2,376.00
30	L-109-5.1	Construction of Airport Transformer Vault and Foundation in Place	L.S.	1	\$75,000.00	\$75,000.00	\$116,050.00	\$116,050.00
31	L-109-5.2	Installation of Airport Transformer Vault Equipment in Place	L.S.	1	\$250,000.00	\$250,000.00	\$227,150.00	\$227,150.00
32	L-109-5.3	Generator and Transfer Switch System, Installed	L.S.	1	\$124,000.00	\$124,000.00	\$109,395.00	\$109,395.00





ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		WEAVER-BAILEY CONT.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
33	L-110-5.1	Concrete Encased, Electrical Duct Bank, 2-Way 2"C	L.F.	90	\$65.00	\$5,850.00	\$22.00	\$1,980.00
34	L-110-5.2	Non-Encased, Electrical Conduit 1-Way 2"C	L.F.	37,500	\$4.00	\$150,000.00	\$3.30	\$123,750.00
35	L-110-5.3	Non-Encased, Electrical Duct Bank 4-Way 4"C	L.F.	85	\$150.00	\$12,750.00	\$55.00	\$4,675.00
36	L-110-5.4	Non-Encased, Electrical Duct Bank 2-Way 2"C	L.F.	360	\$25.00	\$9,000.00	\$27.50	\$9,900.00
37	L-110-5.5	Non-Encased, Electrical Duct Bank 2-Way 4"C	L.F.	360	\$75.00	\$27,000.00	\$16.50	\$5,940.00
38	L-115-5.1	Concrete Encased, Electrical Junction Structure, L-867 Class 1, Size 16" Diameter by 24" Depth, Installed	Each	38	\$1,000.00	\$38,000.00	\$1,045.00	\$39,710.00
39	L-115-5.2	Precast Concrete Electrical Handhole, Interior Dimensions 2'L x 3'W x 3'D, Installed	Each	15	\$7,500.00	\$112,500.00	\$3,712.50	\$55,687.50
40	L-115-5.3	Concrete Encased, Prefabricated Electrical Handhole, Size 13"L x 24"W x 24"D, Installed	Each	3	\$6,500.00	\$19,500.00	\$1,072.50	\$3,217.50
41	L-115-5.4	Concrete Encased, Prefabricated Electrical Handhole, Size 30"L x 48"W x 24"W, Installed	Each	2	\$5,000.00	\$10,000.00	\$3,025.00	\$6,050.00
42	P-152-4.1	Unclassified Excavation	C.Y.	7,528	\$3.00	\$22,584.00	\$9.33	\$70,236.24
43	P-152-4.2	Embankment in Place	C.Y.	149,404	\$5.00	\$747,020.00	\$8.44	\$1,260,969.76
44	P-152-4.3	Unsuitable Excavation	C.Y.	25,000	\$5.00	\$125,000.00	\$13.15	\$328,750.00
45	P-156-5.1	Temporary Erosion Control	L.S.	1	\$35,000.00	\$35,000.00	\$715.00	\$715.00
46	P-301-6.1	Soil-Cement Base Course (8" thickness)	S.Y.	56,850	\$5.50	\$312,675.00	\$5.11	\$290,503.50
47	P-501-8.1a	Portland Cement Concrete Pavement (11" Thickness)	S.Y.	32,863	\$35.00	\$1,150,205.00	\$40.19	\$1,320,763.97
48	P-501-8.1b	Portland Cement Concrete Pavement (7" Thickness)	S.Y.	30,599	\$30.00	\$917,970.00	\$35.45	\$1,084,734.55
49	P-620-5.1a	Reflective Runway and Taxiway Painting	S.F.	55,946	\$0.85	\$47,554.10	\$1.17	\$65,456.82
50	P-620-5.1b	Non-reflective Runway and Taxiway Painting	S.F.	29,757	\$0.55	\$16,366.24	\$1.23	\$36,600.86
51	T-901-5.1	Seeding	Acre	35	\$1,500.00	\$52,500.00	\$1,595.00	\$55,825.00
52	T-904-5.1	Sodding	S.Y.	5,874	\$4.00	\$23,494.04	\$2.48	\$14,566.30
53	SP-C-01.2	Third Party Insurance	L.S.	1	\$5,000.00	\$5,000.00	\$1.19	\$1.19

TOTALS

\$5,850,000.00

\$6,462,856.01

Corrected Prices

Garver LLC



Blake W. Roberson, AR PE #136446



**CONWAY MUNICIPAL AIRPORT  
STAGE 2B - PAVING AND LIGHTING  
BID TABULATION -SCHEDULE 2  
BID OPENING: MAY 17, 2013 AT 11:00 A.M.**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		WEAVER-BAILEY CONT.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SS-120-3.1	Site Preparation	L.S.	1	\$154,046.54	\$154,046.54	\$274,134.82	\$274,134.82
2	SS-130-4.1	Trench and Excavation Safety Systems	L.S.	1	\$4,000.00	\$4,000.00	\$11,907.50	\$11,907.50
3	SS-272-5.1	Erosion Control Matting	S.Y.	8,100	\$5.50	\$44,550.00	\$2.48	\$20,088.00
4	SS-300-5.1	Lockout/Tagout and Constant Current Regulator Calibration Procedures	L.S.	1	\$1,250.00	\$1,250.00	\$555.00	\$555.00
5	SS-310-5.1	L-849A(L) Runway End Identifier Light System, Installed	Each	2	\$29,000.00	\$58,000.00	\$26,125.00	\$52,250.00
6	SS-310-5.2	L-853 Stake Mounted, Elevated Retroreflective Marker, Installed	Each	79	\$125.00	\$9,875.00	\$154.00	\$12,166.00
7	SS-310-5.3	L-858(L) Base Mounted, 1-Module Guidance Sign, Installed	Each	4	\$6,750.00	\$27,000.00	\$3,025.00	\$12,100.00
8	SS-310-5.4	L-858(L) Base Mounted, 2-Module Guidance Sign, Installed	Each	4	\$7,750.00	\$31,000.00	\$3,767.50	\$15,070.00
9	SS-310-5.5	L-858(L) Base Mounted, 3-Module Guidance Sign, Installed	Each	8	\$8,750.00	\$70,000.00	\$4,950.00	\$39,600.00
10	SS-310-5.6	L-861(L) Base Mounted Runway Edge Light, Installed	Each	51	\$1,550.00	\$79,050.00	\$1,237.50	\$63,112.50
11	SS-310-5.7	L-861E(L) Base Mounted Runway Threshold Light, Installed	Each	16	\$1,600.00	\$25,600.00	\$1,265.00	\$20,240.00
12	SS-310-5.8	L-861T(L) Base Mounted Taxiway Edge Light, Installed	Each	233	\$1,100.00	\$256,300.00	\$935.00	\$217,855.00
13	SS-310-5.9	L-881 Precision Approach Path Indicator System, Installed	Each	2	\$26,000.00	\$52,000.00	\$16,335.00	\$32,670.00
14	SS-310-5.10	L-881 Precision Approach Path Indicator Aiming Bar	Each	1	\$1,500.00	\$1,500.00	\$1,320.00	\$1,320.00
15	SS-310-5.11	Base Mounted Field Lightning Arrestor, Installed	Each	14	\$700.00	\$9,800.00	\$825.00	\$11,550.00
16	L-101-5.1	L-801A, Airport Rotating Beacon, in Place	Each	1	\$14,500.00	\$14,500.00	\$11,275.00	\$11,275.00
17	L-103-5.1	Beacon Tower and Foundation, in Place	Each	1	\$38,000.00	\$38,000.00	\$46,200.00	\$46,200.00
18	L-107-5.1	L-807, 12-Foot Wind Cone, in Place	Each	1	\$12,000.00	\$12,000.00	\$7,590.00	\$7,590.00
19	L-107-5.2	Segmented Circle Airport Marker System, in Place	Each	1	\$10,000.00	\$10,000.00	\$17,325.00	\$17,325.00
20	L-107-5.3	L-806, 8-Foot Supplemental Wind Cone, in Place	Each	2	\$11,000.00	\$22,000.00	\$6,160.00	\$12,320.00
21	L-108-5.1	No. 8 AWG 5kV, L-824C Cable, Installed in Trench, Duct Bank or Conduit	L.F.	50,000	\$1.85	\$92,500.00	\$1.54	\$77,000.00
22	L-108-5.2	No. 6 AWG Solid, Bare Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Ground Rods and Ground Connectors	L.F.	32,000	\$1.85	\$59,200.00	\$1.54	\$49,280.00
23	L-108-5.3	No. 6 AWG Stranded, 600V Rated, Type XHHW, Green Insulated Equipment Ground, Installed in Duct Bank or Conduit, Including Ground Rods and Ground Connectors	L.F.	900	\$1.85	\$1,665.00	\$1.76	\$1,584.00
24	L-108-5.4	Trenching for Direct-Buried Bare Counterpoise Wire, 8" Minimum Depth	L.F.	21,750	\$2.00	\$43,500.00	\$1.10	\$23,925.00
25	L-108-5.5	12-Strand ALCMS Fiber Optic Cable, Installed	L.F.	360	\$5.00	\$1,800.00	\$9.19	\$3,308.40
26	L-108-5.6	6-Pair, PE-89 Telephone Cable, Installed	L.F.	360	\$4.00	\$1,440.00	\$2.31	\$831.60
27	L-108-5.7	500 kcmil Stranded, 600V Rated, Type THHN/THWN-2 Cable, Installed in Duct Bank or Conduit	L.F.	2,900	\$50.00	\$145,000.00	\$13.20	\$38,280.00
28	L-108-5.8	No. 1 AWG Stranded, 600V Rated, Type THHN/THWN-2, Green Insulated Equipment Ground, Installed in Duct Bank or Conduit	L.F.	720	\$10.00	\$7,200.00	\$4.40	\$3,168.00
29	L-108-5.9	Generator Remote Annunciator Panel Cable, Installed	L.F.	720	\$4.00	\$2,880.00	\$3.30	\$2,376.00
30	L-109-5.1	Construction of Airport Transformer Vault and Foundation in Place	L.S.	1	\$75,000.00	\$75,000.00	\$116,050.00	\$116,050.00
31	L-109-5.2	Installation of Airport Transformer Vault Equipment in Place	L.S.	1	\$250,000.00	\$250,000.00	\$227,150.00	\$227,150.00
32	L-109-5.3	Generator and Transfer Switch System, Installed	L.S.	1	\$124,000.00	\$124,000.00	\$109,395.00	\$109,395.00





ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		WEAVER-BAILEY CONT.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
33	L-110-5.1	Concrete Encased, Electrical Duct Bank, 2-Way 2"C	L.F.	90	\$65.00	\$5,850.00	\$22.00	\$1,980.00
34	L-110-5.2	Non-Encased, Electrical Conduit 1-Way 2"C	L.F.	30,000	\$4.00	\$120,000.00	\$3.30	\$99,000.00
35	L-110-5.3	Non-Encased, Electrical Duct Bank 4-Way 4"C	L.F.	85	\$150.00	\$12,750.00	\$55.00	\$4,675.00
36	L-110-5.4	Non-Encased, Electrical Duct Bank 2-Way 2"C	L.F.	360	\$8.00	\$2,880.00	\$27.50	\$9,900.00
37	L-110-5.5	Non-Encased, Electrical Duct Bank 2-Way 4"C	L.F.	360	\$75.00	\$27,000.00	\$16.50	\$5,940.00
38	L-115-5.1	Concrete Encased, Electrical Junction Structure, L-867 Class 1, Size 16" Diameter by 24" Depth, Installed	Each	40	\$1,000.00	\$40,000.00	\$1,045.00	\$41,800.00
39	L-115-5.2	Precast Concrete Electrical Handhole, Interior Dimensions 2'L x 3'W x 3'D, Installed	Each	15	\$7,500.00	\$112,500.00	\$3,712.50	\$55,687.50
40	L-115-5.3	Concrete Encased, Prefabricated Electrical Handhole, Size 13"L x 24"W x 24"D, Installed	Each	3	\$6,500.00	\$19,500.00	\$1,072.50	\$3,217.50
41	L-115-5.4	Concrete Encased, Prefabricated Electrical Handhole, Size 30"L x 48"W x 24"D, Installed	Each	2	\$5,000.00	\$10,000.00	\$3,025.00	\$6,050.00
42	P-152-4.1	Unclassified Excavation	C.Y.	6,360	\$3.00	\$19,081.23	\$9.33	\$59,342.63
43	P-152-4.2	Embankment in Place	C.Y.	146,975	\$5.00	\$734,875.00	\$8.44	\$1,240,469.00
44	P-152-4.3	Unsuitable Excavation	C.Y.	25,000	\$5.00	\$125,000.00	\$13.15	\$328,750.00
45	P-156-5.1	Temporary Erosion Control	L.S.	1	\$20,000.00	\$20,000.00	\$715.00	\$715.00
46	P-301-6.1	Soil-Cement Base Course (8" thickness)	S.Y.	56,850	\$5.50	\$312,674.29	\$5.11	\$290,502.84
47	P-501-8.1a	Portland Cement Concrete Pavement (11" Thickness)	S.Y.	20,064	\$36.75	\$737,352.00	\$40.19	\$806,372.16
48	P-501-8.1b	Portland Cement Concrete Pavement (7" Thickness)	S.Y.	27,621	\$31.00	\$856,251.00	\$35.45	\$979,164.45
49	P-620-5.1a	Reflective Runway and Taxiway Painting	S.F.	52,232	\$0.85	\$44,397.20	\$1.17	\$61,111.44
50	P-620-5.1b	Non-reflective Runway and Taxiway Painting	S.F.	22,746	\$0.55	\$12,510.30	\$1.23	\$27,977.58
51	T-901-5.1	Seeding	Acre	30	\$1,500.00	\$45,000.00	\$1,595.00	\$47,850.00
52	T-904-5.1	Sodding	S.Y.	3,431	\$4.00	\$13,722.44	\$2.48	\$8,507.91
53	SP-C-01.2	Third Party Insurance	L.S.	1	\$4,000.00	\$4,000.00	\$1.19	\$1.19

TOTALS

\$5,000,000.00

\$5,610,691.02

Corrected Prices

Garver LLC

  
 Blake W. Roberson, AR PE #138446





# MEMO

**TO:** Mayor Tab Townsell  
City Council Members

**FROM:** Ronnie Hall, P.E. /Felicia T. Rogers

**DATE:** August 7<sup>th</sup>, 2013

**SUBJECT:** Airport Terminal – Cantrell Field

**Message:**

The City of Conway Street & Engineering Department in conjunction with Garver solicited bids for the Airport Terminal at the new Relocated Conway Municipal Airport on June 10<sup>th</sup>, 2013 @ 10:00am/City Hall in the downstairs Conference Room.

The following bids were submitted:

1. Corco Construction	\$1,536,000
2. Dayco Construction	\$1,547,000
3. Salter Construction	\$1,608,000
4. Pick-it Construction	\$1,615,000
5. Noacon, Inc.	\$1,655,857
6. Ross Sparks Builders	\$1,669,387
7. Ideal Construction	\$1,670,000
8. Bell Construction	\$1,687,519
9. Flynco Inc.	\$1,700,000
10. James Cone Construction	\$1,927,700

Attached are detailed bid tabulations. We recommend accepting the low bid from Corco Construction for the Airport Terminal in the amount of \$1,536,000.

Please advise if you have any questions.

Thank you for your consideration.

City of Conway Arkansas  
 Airport Terminal - Cantrell Field  
 Bid Opening: June 10, 2013 at 2:00 PM  
 Bid Tabulation

Items	Corco Const.	Dayco Const. Inc.	Salter Const.	Pick-it Const.	Noacon, Inc.	Ross Sparks Builders	Ideal Const.	Bell Const.	Flynco, Inc.	James Cone Construction
<b>Base Bid</b>	<b>\$1,536,000.00</b>	<b>\$1,547,000.00</b>	<b>\$1,608,000.00</b>	<b>\$1,615,000.00</b>	<b>\$1,655,857.00</b>	<b>\$1,669,387.00</b>	<b>\$1,670,000.00</b>	<b>\$1,687,519.00</b>	<b>\$1,700,000.00</b>	<b>\$1,927,700.00</b>
<b>Alternate Bids</b>										
Alternate Bid No.	-\$18,000.00	-\$15,500.00	-\$16,040.00	-\$15,000.00	-\$15,000.00	-\$19,994.00	-\$14,000.00	-\$13,267.00	-\$12,000.00	-\$15,000.00
<b>Unit Prices</b>										
Unit Price No. 1	\$16.00	\$16.00	\$18.50	\$19.00	\$25.00	\$24.20	\$18.00	\$23.50	\$24.00	\$15.00
Unit Price No. 2	\$125.00	\$18.00	\$21.00	\$21.00	\$300.00	\$196.90	\$20.00	\$186.00	\$188.00	\$17.00



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

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM THE FEDERAL AVIATION  
ADMINISTRATION AND FOR OTHER PURPOSES**

Whereas, the City of Conway has received a "Finding of No Significant Impact" in regard to the environmental issues for a Relocated Conway Airport Site in the Lollie Bottoms Area in the southwestern portion of Conway, and

Whereas, the City has received FAA funding for engineering and land acquisition in 2008 and 2009; Grading and Drainage Contract in 2010 and 2011; Runway, Taxiway & Apron Paving in 2012, and the city desires to continue to move forward with the development of this relocated Conway Airport, and

Whereas, the Federal Aviation Administration may have grant funds available up to an amount of \$6,568,000 for a grant to reimburse the City of Conway for 90% of the eligible cost associated with the New Conway Airport for Stage 2B Paving (Taxiway & Apron) and Lighting, On site Access Roads, On site Sewer and associated Engineering, Inspection and Testing Services. The grant budget includes the following items of work:

- |   |               |
|---|---------------|
| 1. Administrative Cost (IFA Consultant, Legal Ads, shipping, etc.)  | (\$5,000)     |
| 2. Engineering – Stage 3 Paving Design                              | (\$70,000)    |
| 3. Engineering – Project Support, Bidding & Construction Management | (\$103,000)   |
| 4. Engineering – Construction Inspection                            | (\$357,000)   |
| 5. Construction Material Testing                                    | (\$70,000)    |
| 6. Airport Construction – Taxiway & Apron Paving – Stage 2B         | (\$5,113,011) |
| 7. Airport Construction – Access Roads                              | (\$1,304,767) |
| 8. Airport Construction – On site Sewer                             | (\$275,000)   |

Final contracts and proposals for the above items of work will be presented to the FAA and City for approval.

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

Section 1. The Mayor is authorized to accept the 2013 Airport Improvement Program grant from the Federal Aviation Administration for up to \$6,568,000 for use in the above work items needed to required to pursue the development of the Relocated Conway Airport..

Section 2. The City of Conway agrees to provide the required ten (10%) percent local share of the project cost (\$656,800) plus the cost of increasing the pavement thickness for 9.5" to 11" (\$66,000) and further authorizes the Mayor to seek reimbursement of the local ten (10%) percent share or up to grant limit (currently \$300,000) from the State of Arkansas Department of Aeronautics upon completion of the project.

Passed this 13<sup>th</sup> day of August, 2013.

**Approved:**

**Attest:**

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

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



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

Ronnie Hall, P.E.  
City Engineer  
[ronnie.hall@cityofconway.org](mailto:ronnie.hall@cityofconway.org)  
501-450-6165

August 2, 2013

Mayor Tab Townsell  
1201 Oak Street  
Conway, AR 72032

Re: Proposals for Redevelopment of Cantrell Field

Dear Mayor Townsell:

Two proposals for the acquisition and redevelopment of Cantrell Field were received at 4:00 PM Friday July 12, 2013. The proposals were submitted by the Joint Venture of Conway Development Corporation and Jim Wilson & Associates, LLC and by Rush-Hal Development, LLC. Your designated committee of Jack Bell, Bryan Patrick, and Ronnie Hall have reviewed the proposals submitted and interviewed both potential developers.

The proposal submitted by CDC and Wilson & Associates indicated a total bid amount of \$6,100,000 for the 151 acres of property with \$305,000 (5%) in earnest money to be paid after certain milestones are achieved. As noted in the attached proposal several conditions are included in their proposal.

The proposal submitted by Rush-Hal Development, LLC included a bid amount of \$5,800,000 for the 151 acres with a 5% deposit to be paid at the time the purchase contract is executed. As shown in the attached proposal 3 items are presented as conditions to the purchase.

After reviewing the proposals and attending the interviews, the committee was comfortable that both developers were committed to a significant upscale mixed use development with a significant "Lifestyle" commercial core with large scale retail anchors. Both proposals stressed the necessity of the street infrastructure commitments for this type development to move forward. These commitments include an I-40 overpass connecting Elsinger Boulevard to this property, along with an attractive and efficient entry into this property from Oak Street, and a connection from the I-40 overpass to Harkrider Street (likely at Bruce St). As previously budgeted these projects are estimated to cost \$12,000,000.

Although some of the conditions included in the Conway Development Corporation/Jim Wilson and Associates proposal may give them an undue escape clause, the committee recommends that the proposal of this group be ranked as the number one proposal. We recommend that you be authorized to enter into negotiations with this firm to finalize a purchase contract for this property with consideration given to modifying the conditions presented. Furthermore, we recommend that the proposal submitted by Rush-Hal Development, LLC be ranked the number

two proposal and should the negotiations with CDC/Wilson group be unsuccessful, that you enter into negotiations with the Rush-Hal group.

These proposals were a response to a "Notice to Real Estate Developers" placed in the Arkansas Democrat-Gazette March 4, 2013 and March 18, 2013. A legal ad placed in the April 9, 2013 and April 17, 2013 Arkansas Democrat-Gazette changed the deadline from April 18, 2013 to June 13, 2013. A legal Ad placed in the June 7, 2013 and June 13, 2013 Arkansas Democrat-Gazette and Log Cabin Democrat changed the submittal deadline from June 13, 2013 to July 12, 2013. In addition, e-mail notices and information packages were sent to several developers in the area that have prior Conway development experience or had expressed interest in the project. The proposals were for the purchase of the 151 acres of aviation related property at Cantrell Field. The proposals relied on the information provided in the "Cantrell Field Property Sales and Redevelopment Guidelines".

As previously approved, all the proceeds from the sale of this property will go towards the development of the new airport including matching grant funds, terminal building, hangars and other facilities and cost associated with developing the new airport. A \$6,500,000 loan has been secured as interim financing for these items. The loan will be repaid with the funds received from the sale of this 151 acres of property.

Thank you for your consideration.

Sincerely,

Jack Bell, Chief of Staff  
Bryan Patrick, Planning & Development Director  
Ronnie Hall, City Engineer



**NOTICE OF REVISED SUBMITTAL DATE  
REQUEST FOR PROPOSALS  
FOR ACQUISITION AND REDEVELOPMENT  
OF CANTRELL FIELD CONWAY, ARKANSAS**

The City of Conway had previously advertised for proposals from interested firms for the purchase and redevelopment of the 151 acre Cantrell Field property (Existing Conway Municipal Airport) in Conway, Arkansas with a submittal deadline of June 13, 2013. The submittal deadline is hereby changed to **4:00 PM, Friday July 12, 2013.**

The proposals shall conform to the "Cantrell Field Property Sales and Redevelopment Guidelines" which may be secured from the Mayor's Office, Conway City Hall, 1201 Oak Street Conway, Arkansas 72032 (501-450-6110) or at [www.cityofconway.org](http://www.cityofconway.org) (under Current Bids). All responses must be received in the Mayor's Office no later than 4:00 p.m. Friday, July 12, 2013. Inquiries or clarifications may be made by contacting Jack Bell (Mayor's Chief of Staff) at 501-450-6110 or [Jack.Bell@cityofconway.org](mailto:Jack.Bell@cityofconway.org).

The City of Conway reserves the right to reject any/or all submittals and to waive formalities and technicalities.

By     Tab Townsell, Mayor  
          City of Conway

**CITY OF CONWAY, ARKANSAS**  
**CANTRELL FIELD PROPERTY SALES & REDEVELOPMENT**  
**GUIDELINES**  
**(Revised June 5, 2013)**

I. INTRODUCTION

The City of Conway, Arkansas is developing a replacement airport for existing Cantrell Field (Conway Municipal Airport) in Conway, Arkansas. The existing airport cannot be used for public or private runway. Approximately 151 acres of property is included in the existing Cantrell Field Property. The City must utilize the value of the existing Cantrell Field property for aviation related infrastructure at the Relocated Conway Airport.

The City of Conway (City) is soliciting a firm purchase price and redevelopment plan for the 151 acres of Cantrell Field Property. The development plan shall address the development guidelines and project requirements contained herein. The proposals will be ranked by a selection committee. The city at its option may elect to conduct interviews and receive presentation from the top ranked firms. A sales contract will be negotiated with the highest ranked firm. If the city and developer cannot reach mutually agreeable terms the city may elect to reject the selected firms proposal and negotiate with the next highest ranked firm.

A vicinity map is included herein as Exhibit A and a boundary survey of the property is included herein as Exhibit B. The city owns adjacent lands of approximately fifty (50) acres not included in the airport property which could be included in the redevelopment plan, or which the city would consider granting options for its subsequent purchase.

The city conducted an informational meeting at 10:00 AM, Thursday, March 21, 2013, at Conway City Hall (1201 Oak Street, Conway, Arkansas 72032-5316) to receive input and questions from interested parties. A request was made to postpone the RFQ due date for about 2 months to allow additional time for Retailers to get comfortable with a project. Based on this request the deadline for submittals was changed from April 18, 2013 to 4:00PM Thursday June 13, 2013. At the request for additional time to for more evaluation the deadline was again extended until 4:00 PM Friday, July 12, 2013. Specific questions, concerns or need for additional information may be submitted in advanced to:

By mail           (Reference Cantrell Field Redevelopment Proposal)  
Conway City Hall  
1201 Oak Street  
Conway, Arkansas 72032-5316

By Phone         501-450-6110 (Felicia Rogers)

By e-mail        [Felicia.Rogers@cityofconway.org](mailto:Felicia.Rogers@cityofconway.org).  
Or from [www.cityofconway.org](http://www.cityofconway.org)



## II. SCHEDULE FOR TRANSFER AND PAYMENT OF PROPERTY

The current projected funding and construction schedule would allow Relocated Conway Airport to be completed in August 2014. Thus, the existing Cantrell Field would be available for redevelopment following the date of closure of the existing airport, expected to be in the fourth quarter of 2014.

The City anticipates that the contract for purchase of the land would be executed in September of 2013. A down payment representing earnest money in the amount of five (5%) percent would be required in conjunction with the execution of the purchase contract. The closing of the land purchase sale would be thirty days after the closure of Cantrell Field, expected to be in late 2014, with the balance of the purchase price due at closing.

The City shall reserve the right to remove any existing improvements from the property following closing.

## III. MINIMUM QUALIFICATIONS

The firm should be independent and free of any conflict of interest in representing the City. In the event that there is a conflict, the City expects to be notified promptly so that an alternate professional may be engaged.

The firm should show proof of financial stability and ability to perform the project as proposed by providing a bank reference letter stating length of relationship with firm and the bank's opinion of financial stability of the firm.

The firm should present in the proposal substantial experience in similar type developments it has completed.

## IV. SUBMITTAL FORMAT

Respondents shall submit five (5) copies of the response providing the following information:

1. Purchase price for the 151 acres (or additional tracts, if included) along with a proposed payment plan if different from the minimum payments required herein.
2. Proposed development plan incorporating the land use requirements and land use compatibility requirements described herein. Estimated project schedule.
3. Experience in developing similar projects including project schematics, size, locations and local public agency references for each project.
4. Location of main office and/or branch office providing services. Location of personnel that will be working on this project.
5. Specific conditions or alternatives that require city approval.

The proposal shall be submitted no later than 4:00 P.M., Friday, July 12, 2013. The proposal shall be clearly marked "Proposal for Purchase and Redevelopment of Cantrell Field, Conway, Arkansas" and submitted to:

Mayor's Office  
Conway City Hall  
1201 Oak Street  
Conway, Arkansas 72032-5316

V. PROPERTY VALUE

1. The city has retained the services of the Real Estate Appraisal Firm of Richard A. Stephens and Associates of Little Rock, Arkansas to provide an estimated market value of the 151 acres of existing Cantrell Field Property. The firm estimated to be in the range of:

**\$8,395,000 to \$9,095,000**

2. The date of this appraisal is December 30, 2011.
3. A copy of the appraisal may be secured from the Mayor's Office, either electronically or in hard copy.

VI. LAND USE REQUIREMENTS AND PARCEL SIZES

1. The land uses submitted in the development plan shall respect and enhance the existing land uses surrounding this property. Appropriate consideration shall be given to minimizing the negative impact the proposed project may have on existing residential properties as well as compatibility to other adjoining existing land uses.
2. This site cannot be used as an airport facility for the landing and takeoff of aircraft.
3. An important goal of this project is to create quality jobs and careers for residents of Conway. The proposal shall incorporate the issue of maximizing the project development for job creation.
4. The property shall be sold as a single 151 acre tract of land. The purchaser may sell large parcels to other developers with consideration given to a master street and utility master plan. A subdivision plat will be required as part of any division of ownership of the property.
5. As part of the final agreement, the city would rezone the property to conform to a mutually agreeable land use plan as a condition of closing the land acquisition.
6. An adjacent 54.8 acres of City owned property (shown in light blue on Exhibit B) can also be made available for inclusion in the development project and will be consider under option for negotiations to the selected firm to be all or part a the project.
7. In addition, adjacent privately owned land may be available for inclusion in the development project. Exhibit B presents some undeveloped or underdeveloped private ownership in green. The city will assist the selected firm is securing these adjacent parcels of land if they are deemed necessary for the project development.

VII. INFRASTRUCTURE

1. All additional onsite utility (water and sanitary sewer), street and drainage infrastructure cost and development will be the responsibility of the Developer, with the exception of the City's commitments set forth in paragraphs 2 and 3 of this section VII.
2. Offsite utility capacity increases required due to this development will be provided for by the utility company for typical industrial and commercial type uses. Utility demands

greater than the typical development may require offsite capacity increase by the developer. For required maximum water usage or fire flows greater than 1,500 GPM or wastewater flows greater than 1,000 gallons per acre per day, the developer would be required to participate or bear the cost of system improvements required to provide the greater demands.

3. The Conway City Council at its July 26, 2012, Committee Meeting committed to funding item a below, with the start of construction scheduled for 2015. The City Council also deemed connectivity to Oak Street and Dave Ward Drive, as described below, with an appropriate intersection at Oak Street, to be a project that the city would pursue. The city commitments are as follows:
  - a. I-40 overpass connecting this site with Elsinger Boulevard.
  - b. Provide an appropriate connection to Oak Street to allow unimpeded access north to Oak Street. This may be via a frontage road on the current interstate right of way, an improved (roundabout) 4<sup>th</sup> Avenue – Oak Street intersection with connectivity to the airport property via an improved 4<sup>th</sup> Avenue, a connection to 5<sup>th</sup> Avenue or a new route from 4<sup>th</sup> Avenue swinging eastward then southward to the property; and provide a connection to the south to Dave Ward Drive.
  - c. The city will construct Bruce Street from the I-40 Elsinger Boulevard overpass to the intersection of Harkrider and Bruce Streets.
  - d. It will also support improvements to Sixth Street, Robins Street and a connection to Commerce Street into the property and will seek funds for offsite improvements to these streets.
  - e. The city will reserve utility and road rights of way through the property in order to carry out its commitments.
4. All on site public streets (except those mentioned in the preceding paragraph) and storm drainage improvements shall be constructed by the developer in accordance with the City of Conway Subdivision Ordinance. The I-40 Overpass to a natural ground location along with any new connection to Oak Street will be considered an offsite improvement and will be constructed by the City of Conway.
5. All runway, apron and taxiway paving will remain in place and become the property of the developer. The private hangers owned by Allison and Otto, as identified on Exhibit B, may be removed by these private owners. The city may remove aviation related devices, such as existing hangars, beacons, runway lighting, and controls, and the furnishings inside the terminal building. All other structures will remain on the premises and become the property of the Developer.
6. The development shall conform to the City of Conway Subdivision Ordinance, the City of Conway Zoning Ordinance, as well as other city ordinances. The ordinances along with other development related ordinances may be found at [conwayplanning.org](http://conwayplanning.org).
7. This property is located in an area of Conway that is exempt from the City's street and park impact fees.

## VIII PROJECT SCHEDULE

The following is a tentative schedule for this project, with the City reserving the right to modify any part of this schedule:

- |    |   |                          |
|----|---|--------------------------|
| 1. | Initial advertisement for RFP   | March 4, 2013            |
| 2. | Information Meeting - Conway City Hall<br>(Please advise Jack Bell (501-450-6110) if attending) | March 21, 2013 (10:00AM) |

- |    |   |                        |
|----|---|------------------------|
| 3. | Proposals Due Date  | July 12, 2013 (4:00PM) |
| 4. | Final Ranking of Firms                                      | July 17, 2013          |
| 5. | Interview Top ranked firms*                                 | July 23, 2013          |
| 6. | Recommend Firm for Land Acquisition                         | July 31, 2013          |
| 7. | Consideration of Recommended Firm by<br>Conway City Council | August 13, 2013        |
| 8. | Execute Land Sales Contract and<br>Concept Development Plan | September of 2013      |
| 9. | Complete Property Transfer                                  | Fourth quarter of 2014 |

\* At option of City. The Firm shall have key personnel present during the interview.

#### IX EVALUATION OF PROPOSALS

Each respondent meeting the Minimum Qualifications will be evaluated, using the following criteria:

1. Purchase price of 151 acres of land.
2. Economic Development and Job creation
3. Compatibility of proposed development plan with goals and objectives of City of Conway.
4. Experience and qualifications of Firm and Key Personnel.
5. Comparable current and completed projects, within the past ten years, accomplished by current staff and key personnel to be assigned to projects.
6. Location of main office and/or branch office that will manage project.
7. References.

The City reserves the right to reject any proposals.



CITY OF CONWAY  
*Office of the Mayor*  
Mayor Tab Townsell

June 4<sup>th</sup>, 2013

To: Parties Interested in Cantrell Field Redevelopment, Conway, Arkansas

Re: Infrastructure Improvements  
Cantrell Field Access

Gentlemen:

The city understands that enhanced access to the Cantrell Field Area is extremely important to potential developers of this land as well as to the success of redevelopment of this area. For these reasons several city funded access improvements were included as commitments in the Cantrell Field Redevelopment Guidelines developed in conjunction with the RFP for Cantrell Field Redevelopment. In addition to the redevelopment issue, the connection of Oak Street (U.S. 64) to Harkrider (at Bruce Street) with a I-40 Overpass is deemed essential to improving the east west traffic movement in Conway and hopefully (with other alternate routes created) eliminating the need for widening Oak street to an unfriendly 7 lane roadway.

To give potential Cantrell Field developers some comfort that the city will be able to fund these projects and fulfill their commitment I will explain our thought process and plan for funding these projects. The City Council has approved these projects for funding using our major arterial street improvement funds. As presently allocated these funds included \$2,500,000 from our city sales tax funds, an estimated \$600,000 per year from our street impact fee fund and up to \$900,000 per year from the city's portion of the 2012 ½ cent AHTD sales tax program (10 year). This provides us with a total of \$4,000,000 per year for street infrastructure improvements. As allowed by state law the city could finance these projects over a maximum 5 year period with a series of loans.

As we complete our existing street and infrastructure commitments including provided funds for the city's portion of the new southern interchange and initial connection to Sturgis Road in 2015, the Street Infrastructure Fund would have an outstanding loan balance of \$6,000,000. We would secure another 2015 loan in the amount of \$6,000,000 to finance the new Interstate 40 overpass, followed by a \$3,000,000 Loan in 2016 to fund the Mid Town Parkway from Oak Street to Elsinger Overpass and a 2017 loan for \$3,000,000 loan to fund the Mid Town Parkway from Elsinger Overpass to Bruce Street. As presented on the attached spreadsheet these loans would be paid off in 2019. The city may option to have a bond election that would include these projects along with other needed street improvements. In addition the city would seek available grant money for these projects. However, we are comfortable that the commitments can be meet using the financing current plan.

After meeting with Scott Bennett with the AHTD these projects seem to be doable. Scott was of the opinion that the proposed overpass would not have any problems receiving AHTD or FHWA approval. The Mid Town Parkway connection from the New Elsinger Overpass to Harkrider at Bruce Street would not create any issues with the AHTD or other agencies, but would totally be a city issue.

As requested by the City, the AHTD currently has a corridor study underway for Oak Street (U.S. 64) from East German Lane to Harkrider. This study is considering alternative intersection traffic management



(possible roundabouts) as means of improving the intersection efficiency and capacity of this corridor as an option to adding lanes. This AHTD study includes the Roundabout, I-40 on ramp modification and Mid-Town Parkway extension for the Oak St – Interstate 40 Interchange area to Cantrell Field. We should have the AHTD's opinion of this intersection later this summer. This is the project that is the more creative design and could meet with concerns at AHTD. If the proposed intersection of the Mid Town Parkway located in the immediate Interstate 40 interchange area cannot be supported by the AHTD, we will of course utilize an alternate route to connect the Cantrell Field area to Oak Street near the Interstate interchange. This route could follow Second Avenue, Third Avenue or Fourth Avenue and would likely involve considerable property acquisition to assure that the access route has a safe secure feeling and travelers would not be exposed to seeing undesirable surroundings.

Another street project that would enhance access to the Cantrell Filed Area is the improvement of Harkrider (U.S. 365) from Oak Street to Bruce Street. This project was included on the prior State Improvement Plan but was too costly due to extensive utility relocations. It now appears that an agreement can be reached to allow the utilities to remain and allow this project to be included on the 2016 -2019 AHTD improvement program. This project would dress up the access from the Downtown Area as well as enhance connectivity and identity to the downtown Conway Area.

To summarize, the Cantrell Field Redevelopment is viewed by this administration as one of the more important projects that I will see during my terms in office. Significantly changing the character and perception that Interstate travelers have of Conway thru one of the few remaining windows that Interstate 40 has on Conway is very exciting to me. It is my opinion that a regional shopping area will evolve in this area resulting in a sales tax payback far in excess of the expenditures needed to enhance access to this area. This project has my full support and full support of the City Council.

Thanks for your interest in this project.

Sincerely,

A handwritten signature in blue ink that reads "Tab Townsell". The signature is written in a cursive, flowing style.

Tab Townsell  
Mayor

July 11, 2013

Mayor Tab Townsell  
City of Conway  
1201 Oak Street  
Conway, AR 72034

Dear Mayor Townsell,

Over the past four years the Conway Development Corporation has invested a significant amount of time and money into the research of and advocacy for high-quality redevelopment of the Cantrell Field site.

These activities include the following:

- Helping facilitate the Conway2025 process (2009/10)
- Adoption of several 2025 goals by the CDC board of directors (Jan 2011)
  - o "In 2025, the former Conway Airport site has been redeveloped. It is an asset to the Oak Street corridor and surrounding neighborhoods. The City of Conway, CDC and other community partners have implemented a plan for the highest and best use of the property."
- CDC contracts with Franklin, TN development groups to assess development viability/opportunities surrounding the Interstate 40 corridor (May 2012)
- Study of and/or site-visits to other high quality mixed-use developments (2010-2012)
  - o Cool Springs – Franklin, TN
  - o Colony Park – Ridgeland, MS
  - o Clay Terrace – Carmel, IN
  - o Southlake Town Square – Southlake, TX
- CDC establishes a committee to discuss redevelopment options (Jan 2012)
- CDC engages Jim Wilson & Associates to determine retail possibilities (September 2012-June 2013)
- CDC and Jim Wilson & Associates formalize partnership (June/July 2013)

Through all of our research and benchmarking trips to other communities, our belief in the need to properly redevelop the airport strengthened. Franklin may be the best example of how high quality interstate development can lead to significant job creation, as the city has become a driving force in the growth of Metropolitan Nashville.

Please find our enclosed proposal. Do not hesitate to contact us should you have additional questions or concerns. We would welcome the opportunity to work with the City of Conway on the redevelopment of this important public asset.

Sincerely,



Brad Lacy, President & CEO  
Conway Development Corporation



Will Wilson, President  
Jim Wilson & Associates, LLC



**CONWAY**  
Development Corporation  
C.F.I. SMART

**PROPOSAL FOR PURCHASE AND  
REDEVELOPMENT OF CANTRELL FIELD,  
CONWAY, ARKANSAS**

**TO**

**CITY OF CONWAY, ARKANSAS**

---

**Conway Development Corporation  
and  
Jim Wilson & Associates, LLC**

**900 Oak Street  
Conway, AR 72032  
(501) 329-7788**

**July 12, 2013**



This Proposal for Purchase and Redevelopment of Cantrell Field, Conway, Arkansas (“Proposal”) is submitted in response to the request for proposals (the “RFP”) issued by the City of Conway, Arkansas (the “City”) on June 5, 2013 for the purchase and redevelopment of approximately 151 acres of real property known as Cantrell Field, Conway Municipal Airport (the “Property”) located in Conway, Arkansas. This Proposal is intended to conform to the information requirements of the RFP and outlines the manner in which the purchaser proposes to acquire the Property from the City and describes its redevelopment plans for the Property. The finalization of the terms of acquisition of the Property and its development will require further documentation and approvals, including the preparation and approval of a formal purchase and sale agreement (“Contract”) setting forth the terms and conditions of the proposed purchase consistent with the RFP and this Proposal.

### **Transaction Terms and Conditions**

1. Purchaser Entity and Development Experience. Conway Development Corporation (“CDC”) and Jim Wilson & Associates, LLC (“JWA”), or their affiliates (jointly, “Purchaser”), will joint venture or form a legal entity to purchase and develop the Property. JWA brings significant experience to the project as a developer of numerous retail, office, condominium and mixed use projects throughout the United States. The combination of JWA’s experience in commercial development together with CDC’s ability to provide local marketing, promotion and public awareness of the project positions the Purchaser to develop the Property with industry experience that can be tailored to the City’s land use plan.

Examples of representative projects undertaken by JWA are described in Exhibit A attached hereto. A description of a recent CDC development that provides a good example of the potential office component proposed for the Property is attached as Exhibit B hereto.

The address of the CDC personnel who would work on the project is as follows:

Conway Development Corporation  
900 Oak Street  
Conway, AR 72032

The address of the JWA personnel who would work on this project is as follows:

Jim Wilson & Associates, LLC  
2660 Eastchase Ln.  
Montgomery, AL 36117

2. Purchase Price. The Purchaser will pay Six Million One Hundred Thousand and 00/100 Dollars (\$6,100,000.00) for the Property (“Purchase Price”) with closing to occur no later than December 31, 2014 (“Closing”). The Purchase Price will be paid as follows:

a. Earnest money equal to five percent (5%) of the Purchase Price in the amount of \$305,000.00 will be paid by Purchaser on the following schedule:

(i) \$30,000.00 upon the City's acceptance of this Proposal and the execution by both parties of the Contract;

(ii) \$30,000.00 upon receipt of a satisfactory Phase I Environmental Assessment of the Property;

(iii) \$110,000.00 upon the City's final approval of all land use and zoning requirements for the proposed development of the Property; and

(iv) \$135,000.00 within sixty (60) days of Closing and the certification by the City of the Closing date.

All earnest money deposits referenced above are to be held in escrow by a title company or escrow agent mutually agreeable to the City and Purchaser and to be applied to the Purchase Price at Closing. In the event: 1) any of the contingencies set forth in this Proposal or the Contract are not met; or 2) the City does not meet its obligations set forth in the Contract; or 3) Purchaser gives notice under Paragraph 4 below of its election to terminate the Contract, the earnest money deposit shall be fully refunded to Purchaser.

b. The Purchase Price (less earnest money previously advanced) will be paid by the Purchaser on the Closing date.

Evidence of JWA's and CDC's financial strength and ability to perform their obligations under the Contract are attached as Exhibits C and D, respectively.

3. Redevelopment Plan. The joint venture of CDC and JWA will combine over 50 years of CDC's local development knowledge and expertise with more than 35 years of JWA's retail development experience. We believe the result will be a product that attracts attention nationally while having a distinctly local feel. Our plan will ensure that Cantrell Field is redeveloped in a way that complements and integrates the City's strategic vision.

A mixed-use development (the "Project") is proposed for the 151 acre Cantrell Field site and the 54.8 acres subject to option referenced in Section 5(k) below. Subject to approval of the final master plan (the "Master Plan") by the City, Project components are expected to include:

- Up to 760,000 square feet of "lifestyle center" retail space anchored by large retail stores and enhanced with specialty stores and restaurants
- Hotels
- Multifamily sites
- Over 200,000 square feet of office construction
- Sites for potential single family and institutional uses

The primary tenants in the Project will be new to the City's market area and will significantly contribute to the overall strength and vitality of the City's economy. The final mix



of uses and associated square footage will be dependent upon the City's approval of the Master Plan.

It is expected that the Project will be completed in phases over a five to seven year time line. The first phase will begin with the development of the Master Plan which will be developed by the Purchaser in coordination with the City and subject to City approval. The Master Plan will take into consideration and greatly enhance the existing land uses surrounding the Property. Upon completion, the Master Plan will call for architectural controls, landscaping standards and maintenance, and public art components in order to establish a strong sense of place and a sought-after address for businesses. The Master Plan will present a clear vision for the Property as a self-sustaining commercial center for business, retail and leisure that will complement and contribute to the economic and cultural growth of the City. A summary of additional Project benefits is attached hereto as Exhibit E.

### ARCHITECTURAL CONTROLS

Upon completion of the Master Plan, the Project will utilize architectural controls and standards throughout the construction process that meet and/or exceed the development standards called for in Section 3 of the City of Conway's Design Standards Pattern Book. The development standards for architecture pertaining to this Project in particular are the following under Section 3 of Conway's Design Standards Pattern Book:

- Massing & Harmony
- Size & Shape
- Façade Characteristics



### LANDSCAPING STANDARDS & PUBLIC ART COMPONENTS

The Project and Property will implement landscaping that meets and/or exceeds the landscaping standards called for in Section 6 of the City of Conway's Design Standards Pattern Book. The landscaping standard components in particular under Section 6 of Conway's Design Standards Pattern Book are as follows:

- General Requirements
- Preservation
- Structural Base
- Site Perimeter
- Parking Lots
- Parking Lot Screening
- Sign Base



Landscaping standards for this Project will take into account all public streets, highways, and sidewalks which provide access to the Property. In keeping with Conway's Public Art Initiative, public art components will be featured throughout the Property and the Project.



## ONGOING QUALITY & POA MAINTENANCE

To ensure the best quality and maintenance practices, all tenants of the Project will be required to pay into a Property Owners Association. The POA will fund all common area maintenance activities throughout the entire site. Maintenance activities include but are not limited to the following:

- Mowing, edging, and trimming of landscaped areas
- Trash Pickup
- Lighting maintenance
- Irrigation maintenance

ESTIMATED PROJECT SCHEDULE		
1.	Complete and Submit Proposal	Third Quarter, 2013
2.	Complete Purchase Contract between Purchaser and City	6 months
3.	Survey (Boundary and Topographical)	2 months
4.	Master Plan Development and Approval (Includes Due Diligence)	8 to 12 months
5.	(a) Marketing / Leasing (b) Site Purchase	12 to 18 months
6.	Architectural Drawings (After Master Plan Approval)	6 to 8 months
7.	Construction (On-Site)	18 months
8.	Construction (Off-Site)	24 to 30 months
9.	Grand Opening	Fall 2017

4. Due Diligence. Purchaser shall have the right to conduct due diligence on the Property beginning on the date of the City's acceptance of this Proposal and continuing through and including six (6) months after the date of execution of the Contract ("Due Diligence Period"). Due diligence shall not adversely affect airport operations. If Purchaser in its sole discretion determines that the Property is not suitable for its intended development, Purchaser may by written notice to the City through and including the last day of the Due Diligence Period exercise its election to terminate the Contract. Upon such termination, the City shall fully refund all earnest money deposits made by Purchaser.

5. Conditions to Closing. Closing on the purchase of the Property will be expressly conditioned upon the following:

a. The compliance of the City in meeting all of its obligations set forth in Section VI, No. 7 of the RFP (if applicable) and its compliance or causing compliance in meeting all of the obligations set forth in Section VII, No 2 of the RFP;

b. Approval by the City Council and sufficient moneys appropriated or reserved and/or bond financing authorized (including City voter approval if legally required) in order to accomplish all of the City's obligations set forth in Section VII, No. 3 of the RFP. In order to document the City's readiness and ability to fulfill said obligations, the City and Purchaser will execute a Development Agreement at or prior to Closing;

c. The successful formation of a tax increment financing district for infrastructure development of the Property and the surrounding properties as needed;

d. The agreement of the City to assist in the formation of a municipal improvement district post-Closing for infrastructure development of the Property and the surrounding properties as needed;

e. The receipt of a Phase I Environmental Assessment acceptable to Purchaser and a Phase II Environmental Assessment (if needed) on the Property. Any remediation required for Purchaser's intended development of the Property shall be paid for by the City;

f. Purchaser's ability to enter into a binding agreement with a national retailer to build or occupy a retail store on the Property in the minimal amount of 100,000 square feet;

g. The decommissioning of the Property as an airport by the Federal Aviation Administration;

h. All proceeds from the Purchase Price are to be held in escrow until the City provides evidence of sufficient funding, acceptable to Purchaser, to ensure completion of all improvements required to be made by the City as set forth in the RFP, and provisions of a timeline for the commencement and completion of such work;

i. Purchaser's right to have reasonable access to the Property until Closing without interruption of normal use of the Property and in compliance with all laws, rules and regulations applicable to the Property;

j. The City's passage of all land use and zoning approvals required for Purchaser's intended development and use of the Property;

k. The City's granting to Purchaser an exclusive three (3) year option to purchase the adjacent 54.8 acres of property referenced in Section VI, No. 6 of the RFP at the same price per acre as the Property;

l. Location of the Oak Street connection referenced in Section VII, No. 3b of the RFP at a location acceptable to the Purchaser and approval of such location by the Arkansas Highway Department; and

m. Receipt by Purchaser of a commitment to finance the cost of (i) the infrastructure work required on the Property, and (ii) Purchaser's initial commercial development.

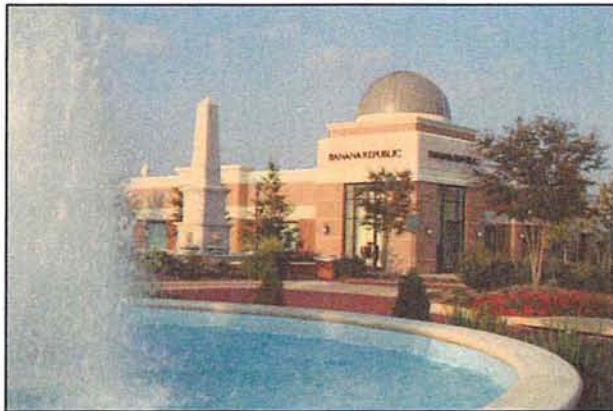
6. Amendment of Proposal. Purchaser reserves the right to amend or supplement this Proposal if requested by the City.



**EXHIBIT A**  
**REPRESENTATIVE JWA PROJECTS**

Founded in 1975, JWA has developed more than 21 million square feet of commercial space in nine states. The company's development portfolio, in addition to retail development, also includes mixed-use developments that are predominantly residential, multi-use developments with Class A office buildings and hotels as well as a golf course community and country club. The firm provides comprehensive real estate and development services, from negotiating land purchases through all succeeding phases of the development process including financing, design and planning, construction management, permitting and zoning approvals, leasing, management and marketing. The following are examples of developments by JWA that are similar to the proposal for the redevelopment of Cantrell Field:

EASTCHASE	
ADDRESS	SE Quad I-85 and Taylor Road Montgomery, AL
TYPE	Mixed-Use Development
DESIGN / CONSTRUCTION COST	\$24 million Master Development \$16 million Lakeview Center \$1.3 million EastChase Office Park \$55 million Shoppes at EastChase \$18 million Plaza at EastChase \$24 million MarketCenter
SIZE	330 acres – up to 3.7 million sf



Public Reference: Mayor Todd Strange, City of Montgomery, AL, (334) 241-2000

THE SHOPPES AT RIVER CROSSING	
ADDRESS	5080 Riverside Dr. Macon, GA 31210
TYPE	Lifestyle Center
DESIGN/CONSTRUCTION COST	\$89 million
SIZE	760,000 sf Lifestyle Center



*The Shoppes at River Crossing*



*Village Green Courtyard*

Public Reference: Mayor Robert Reichert, City of Macon, GA, (478) 751-7170  
 Commissioner Samuel Hart, Bibb County, GA, (478) 621-6400

#### LOCATION OF OFFICE/KEY PERSONNEL

**Jim Wilson & Associates, LLC**  
 2660 Eastchase Lane  
 Montgomery, AL 36117

**Main Contact:**

Will Wilson, President  
[w.wilson@jwamalls.com](mailto:w.wilson@jwamalls.com)

**Other Personnel:**

Carl Bartlett, Executive Vice President  
[c.bartlett@jwamalls.com](mailto:c.bartlett@jwamalls.com)

Mike Bannon, Senior VP – Construction  
[m.bannon@jwamalls.com](mailto:m.bannon@jwamalls.com)

Woody Rush, Senior VP – Retail Leasing  
[w.rush@jwamalls.com](mailto:w.rush@jwamalls.com)

Ronnie Brown, CFO  
[r.brown@jwamalls.com](mailto:r.brown@jwamalls.com)



## EXHIBIT B

### REPRESENTATIVE CDC PROJECT

The Conway Development Corporation has developed over 1,000 acres of office and industrial property in the City of Conway since 1959. Their most recent office project, The Meadows, provides the best example of the potential office component for Cantrell Field.

THE MEADOWS OFFICE & TECHNOLOGY PARK	
ADDRESS	Executive Center Blvd. & Sturgis Road Conway, AR 72034
TYPE	Office & Technology Park
DESIGN/CONSTRUCTION COST	\$3.01 million Land & Infrastructure \$32 million Hewlett Packard Office Building \$12 million Arkansas Blue Cross Blue Shield Data Center
SIZE	186 acre Office & Technology Park



*The Meadows Office & Technology Park*



*Arkansas One Call*



*Hewlett-Packard*



## LOCATION OF OFFICE/KEY PERSONNEL

**Conway Development Corporation**  
900 Oak Street  
Conway, AR 72032

### **Main Contact:**

Brad Lacy, President & CEO  
[brad@conwayarkansas.org](mailto:brad@conwayarkansas.org)

### **Other Personnel:**

TJ Johnston, Executive Vice President  
[tj@conwayarkansas.org](mailto:tj@conwayarkansas.org)

Jamie Gates, Senior Vice President  
[jamie@conwayarkansas.org](mailto:jamie@conwayarkansas.org)

Laura Grimes, CFO  
[laura@conwayarkansas.org](mailto:laura@conwayarkansas.org)

## EXHIBIT C

### LETTER EVIDENCING JWA'S FINANCING CONDITION



Rod Westmoreland, CFM  
Private Wealth Advisor  
Managing Director-Wealth Management

July 9, 2013

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

Re: The Wilson family/Jim Wilson, III/Will Wilson

Dear Mayor Townsell,

Please let this letter serve as confirmation that the Wilson family is a client of mine and in good standing with the Merrill Lynch Private Banking and Investment Group. I have worked with Jim Wilson, III, Will Wilson and family since 2006. They have assets long at Merrill Lynch in excess of \$175 million. Should you need additional information, please do not hesitate to call me directly at 404-264-2066.

Sincerely,

Rod Westmoreland, CFM  
Managing Director – Wealth Management  
Private Wealth Advisor

---

3455 Peachtree Road, NE Suite 1000 • Atlanta, GA 30326 • Tel: 404.264.2066 • 866.296.8935 • Fax: 404.890.7824  
rod\_westmoreland@ml.com

Merrill Lynch Wealth Management makes available products and services offered by Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S), a registered broker-dealer and investment advisor and member SIPC, and other wholly owned subsidiaries of Bank of America Corporation. The Private Banking and Investment Group, a division of MLPF&S, offers a broad array of personalized wealth management products and services.

The banking, credit and trust services sold by the Group's Private Wealth Advisors are offered by licensed banks and trust companies, including Bank of America, N.A., member FDIC, and other affiliated banks.

Investment products:

Are Not FDIC Insured	Are Not Bank Guaranteed	May Lose Value
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**EXHIBIT D**

**LETTER EVIDENCING CDC'S FINANCIAL CONDITION**



July 12, 2013

Mayor Tab Townsell  
City of Conway  
1201 Oak Street  
Conway, AR 72034

**RE: Conway Development Corporation**

Dear Mayor Townsell:

Please accept this letter of bank reference for Conway Development Corporation (CDC). We are pleased to recommend the CDC and their ability to enter into the redevelopment of the Conway Airport property. Our long experience with the CDC shows the company has financial strength and ability to complete projects in a timely manner. The most recent audited financial statement dated December 31, 2012 of the CDC shows total assets of over \$35 million with liquid assets of over \$2 million.

Please contact me if you need additional information.

All my best,

*John W. Adams*

John W. Adams  
President & CEO  
First Security Bank of Conway



## EXHIBIT E

### POTENTIAL PROJECT BENEFITS

#### **Community Development Benefits**

**Renewed viability for surrounding neighborhoods** – The neighborhoods bounded by 6<sup>th</sup> Avenue, Oak Street, Harkrider and Interstate 40 are a mix of multifamily, duplexes, and single family homes. Several are owner occupied with many of the newer developments being rental. The Purchaser will ensure that the redevelopment plan gives consideration to those neighborhoods and offers the best plan to strengthen and revitalize them. This includes addressing the frontage along 6<sup>th</sup> Avenue in an appropriate way, and the development also strengthens the residential neighborhoods of old Conway.

**Spurs redevelopment of aging commercial and industrial areas** – There are a number of aging commercial and industrial facilities surrounding Cantrell Field. Many of the industrial facilities have reached the end of their useful life, and several of the commercial structures are aging. The mixed use redevelopment of Cantrell Field will change the potential usage of property that is currently industrial in nature. Many of these facilities sit on larger tracts of land that could be redeveloped into mixed use environments too.

**Provides accessible complementary services to dozens of the city's largest employers and thousands of employees** – A large number of Faulkner County's jobs reside in the industrial and business parks south of the site. The Purchaser's plan will add value to the large employers that border the site. Employees will enjoy the accessibility to new shopping and dining locations as well as a variety of services. We also anticipate a variety of housing options that may be desirable to those employees as well.

**Connectivity for existing street grid** – The location of Cantrell Field has been the biggest geographic impediment to a sensible street grid system in the City. The Purchaser will work on a redevelopment plan that considers the overall transportation needs of the City, including those improvements already committed by the City. There are other opportunities with some of the north/south streets that can connect Dave Ward Drive to Oak Street. The Purchaser is open to considering the suggestions of the City on ways to maximize transportation corridors.

**Promotes pedestrian and bicycle travel** – The Purchaser understands the City's commitment to all forms of transportation. The redevelopment of Cantrell Field will include consideration of the pedestrian and the cyclist. Streets, sidewalks, and public areas will be designed with these two users in mind, creating a superior environment for the City's young, active, population. The redevelopment provides the best opportunity to connect the east and west sides of Interstate 40 for the pedestrian and cyclist, which is a continuing challenge for the City.

**Opportunity to create density** – Seldom does a city get the opportunity to redevelop 150 acres in its heart. The redevelopment of Cantrell Field will set the stage for the future of Conway and creates an unmatched opportunity to promote density within the city limits. The Purchaser will maximize the existing land to create a true dense, mixed use environment, and change the



number of residents living in the area. The success of the residential components at Hendrix Village indicates that dense residential neighborhoods have a place in the housing mix in Conway. The Purchaser will consider opportunities for single-family homes, brownstones, urban apartments, and other residential components that are attractive to the market.

**Opportunity to redevelop Oak Street** – As is identified in the Conway 2025 Plan, the redevelopment of Oak Street is a strategic priority to the public. Oak Street will find renewed interest as commercial growth of Cantrell Field spills over. The heavy concentration of retail activity at Exit 125 will encourage reuse of existing facilities on Oak Street as well as redevelopment opportunities for retail and multifamily.

**Creation of unique urban environment connecting Downtown Conway to Conway Commons** - The proposed project will give the City a unique position to create a continuous retail/mixed use neighborhood between Downtown Conway and the Conway Commons area. Very few cities have an opportunity to connect new retail to the downtown area. Cantrell Field gives Conway this opportunity. Shoppers from throughout the region will enjoy a continuous flow of unique shopping environments including locally owned boutiques and restaurants, national specialty retailers, and big box stores. The convenience of this overall development will solidify Conway as the choice for retail in a large portion of central and northcentral Arkansas.

**Economic Development Benefits**

**Overall Job Creation** - The redevelopment of Cantrell Field will be a significant job generator for the region. During the construction phase of the retail component, 450 construction jobs will be created. The total capital investment on the retail portions will approach \$90,000,000. Upon completion, the retail component will provide over 1,500 jobs and an additional \$40,000,000 in annual payroll.

YEAR	TOTAL EMPLOYEES	PAYROLL
2017	620	\$2,149,333
2018	920	\$19,136,000
2019	1100	\$22,880,000
2020	1280	\$26,624,000
2021	1400	\$34,944,000
2022	1472	\$36,741,120
2023	1508	\$37,639,680
2024	1508	\$37,639,680
2025	1508	\$37,639,680
2026	1508	\$40,776,320

Assumptions:

- 1) Initial store openings total 400,000 sq. ft. in 2017 (November, December).
- 2) Additional stores added each year.

- 3) Employees per store: 12.
- 4) Anchor store employees: 200.
- 5) Wages based upon \$10.00/hour for years 2017-2020.
- 6) Wages based upon \$12.00/hour for years 2021-2025.
- 7) Wages based upon \$13.00/hour for year 2026.

*Jim Wilson & Associates, LLC – July 2, 2013*

Based on the CDC’s experience and the unique quality of the development, we believe we could recruit two large office users to complement the area. These users would create at least 1,000 jobs and generate an additional \$50,000,000 in annual payroll.

There are also several existing businesses and industries in the area that could expand. Some of the property in the southern part of the airport offers excellent options for the expansion of existing industrial users. We also believe some existing office users in the area may have interest in expanding when the amenities of the new area develop.

**Sales Tax Generation** – The City will enjoy robust increases in sales tax collections as the retail component fully develops. These types of increases have not been seen since the development of Conway Commons. With a scheduled opening of November 2017, the first two months of operation will see a bump in retail sales of close to \$17,000,000. The second year will see an additional \$135,000,000 in sales and, when fully occupied, the shopping center will generate over \$250,000,000 in annual retail sales. The City should see nearly over \$34,000,000 in additional sales tax collections over a 10-year time period.

<b>PROJECTED RETAIL SALES</b>			
<b>Year</b>	<b>GLA / Open</b>	<b>4% Gross Retail Sales</b>	<b>1.75% City Sales Tax</b>
2017 (2 months)	400,000 sq. ft.	\$16,666,666	\$291,667
2018	520,000 sq. ft.	\$135,200,000	\$2,366,000
2019	600,000 sq. ft.	\$162,000,000	\$2,835,000
2020	680,000 sq. ft.	\$191,080,000	\$3,343,900
2021	720,000 sq. ft.	\$210,240,000	\$3,679,200
2022	744,000 sq. ft.	\$226,176,000	\$3,958,080
2023	760,000 sq. ft.	\$240,160,000	\$4,202,800
2024	760,000 sq. ft.	\$249,280,000	\$4,362,400
2025	760,000 sq. ft.	\$259,920,000	\$4,548,600
2026	760,000 sq. ft.	\$269,800,000	\$4,721,500
<b>Total</b>		<b>\$1,960,522,666</b>	<b>\$34,309,147</b>



Assumptions:

- 1) Shopping center opens November 1, 2017.
- 2) Sales growth shown at 4% annually.

*Jim Wilson & Associates, LLC – July 2, 2013*

**Additional Office Sites Offering Viable Alternative to the Meadows** - The CDC has a long history of providing desirable sites for major employers in the community. For over 50 years the CDC has recruited or assisted most of the City's major employers and developed the appropriate property options to coincide with the City's strengths and national trends in economic development. Recently, the CDC has worked with potential office users that prefer sites that are part of a larger mixed use environment. The only viable option at present is The Hendrix Village. While a good option, larger office users with higher parking ratios are not a good fit. Cantrell Field offers viable office sites with interstate visibility, and the redevelopment's retail, restaurant, and housing components create a unique office environment for the entire central Arkansas region. Acxiom's airport location, long isolated, will become a strong office anchor for future development.

**Solidifies Conway's Place as a Regional Shopping Destination** – Since the advent of Conway Commons, the City has become a regional shopping destination, drawing people from much of northcentral Arkansas, the western I-40 corridor, and parts of the 67/167 corridor. The level and quality of retail included in this project will complement the City's existing retail base, bring popular national retailers new to the market, and solidify the City's position as a major retail destination. Conway's retail landscape will change dramatically, mirroring those of larger urban areas.

**Strengthens Conway's Viability as a Place for Business & Youth Sports Travel** - Conway has become a destination of choice for a number of youth sporting events and tournaments. These events have a significant impact on the retail and restaurant markets. The Conway A&P Commission has identified these types of activities as targets for recruiting visitors to the City. Thousands of families visit the City each year and adding more shopping and dining destinations will strengthen Conway's appeal as a place for youth sporting events.

**CDC Profits Invested in City Community & Economic Development Programs** – The Conway Development Corporation has a long history of investing in the City of Conway. Because the CDC is a tax exempt economic development entity, any financial gain realized by the CDC will be reinvested in community and economic development activities. In addition to property development and business recruitment, the CDC has also used resources for a variety of initiatives:

**1964** – Gave the City of Conway acreage for the expansion of the Conway Airport's North-South Runway

**1977** – Gave the City of Conway a site for a new fire station on Enterprise Avenue

**1986** – Purchased right-of-way and deeded property to the Arkansas Highway Department for the extension of Highway 286.

**1999** – Gave \$150,000 toward construction of Conway Area Chamber of Commerce Building

**2000** – Hired Huett-Zollar to resume study of potential Conway airport sites

**2001** – Gave \$300,000 to the UCA Department of Computer Science to help recruit Ph.D. level professors

**2002** – Purchased and held 550 acres in West Conway for a new Conway Airport site

**2002** – Gave \$150,000 to the Conway Downtown Partnership for use in the development of downtown streetscape



# RUSH-HAL DEVELOPMENT, LLC

3200 Tyler St. Suite A

PO Box 10482

Conway, AR 72034

501-327-9096

501-908-0276

July 11, 2013

Mayor and City Council  
Conway City Hall  
1201 Oak Street  
Conway, AR 72034

Rush-Hal Development, LLC, Conway, AR and Lindsey Co's, Fayetteville, AR, would like to bid on 151 Acres (Cantrell Field) owned by the City of Conway. We have tried to make our proposal as simple and straightforward as possible.

Bid amount \$ 5,800,000.00

5% deposit will be paid in conjunction of a purchase contract estimated to be in September of 2013. Balance of contract will be paid with property transfer estimated to be the fourth quarter of 2014.

A preliminary site plan showing basic usages has been included. We are very negotiable and flexible as to the amount of acreage of all zonings. We will be happy to sit down ASAP and work with city officials in the Planning and Street Departments to develop an overall street and development master plan.

Our only contingencies on this bid pertain to:

1. Zoning requirements for this property
2. Assurances from the city pertaining to street construction as mentioned in the bid package provided by the city.
3. All costs pertaining to any offsite utility capacity increases required due to this development will be known and agreed upon by bidder, city, and utility companies before final purchase.

If selected we will immediately begin working with national and regional brokers and developers to acquire the retail and office components of this project. Local companies will be given priority to expand and move into our development. Outside companies will

be targeted to relocate into the office park. We have had several institutions show an immediate interest in the office park part of the development.

We will be glad to work with and coordinate any development with the Conway Development Corporation and any interested parties they may have in the project. We easily see 2000-2500 people being employed in this project and adjoining city properties in retail, office, and hospitality business created in the next 3-10 years.

Construction would begin as soon as possible, trying to coordinate completion of some phases with that of the city's street infrastructure.

Again we have tried to keep this complex transaction as simple and straightforward as possible, knowing how critical this sale is for the city and its' officials.



Hal Crafton  
Rush-Hal Development, LLC



# BANK of the OZARKS

July 10, 2013

Mayor's Office  
Conway City Hall  
1201 Oak Street  
Conway, AR 72032-5316

**Re: Proposal for Purchase and Redevelopment of Cantrell Field**

To whom it may concern:

Hal Crafton has been a customer of Bank of the Ozarks since 2002. In that time, he has always handled everything as agreed and is in excellent financial standing with the bank. In our experience, Mr. Crafton has demonstrated the financial ability and real estate expertise to manage and develop numerous complex real estate projects.

In the past 11 years, our history with the proposed purchaser includes financing projects well in excess of \$6 Million. We would consider financing this specific purchase for Mr. Crafton a very desirable piece of business for the bank.

I would be happy to discuss further at your convenience; I can be reached at (501) 978-2299.

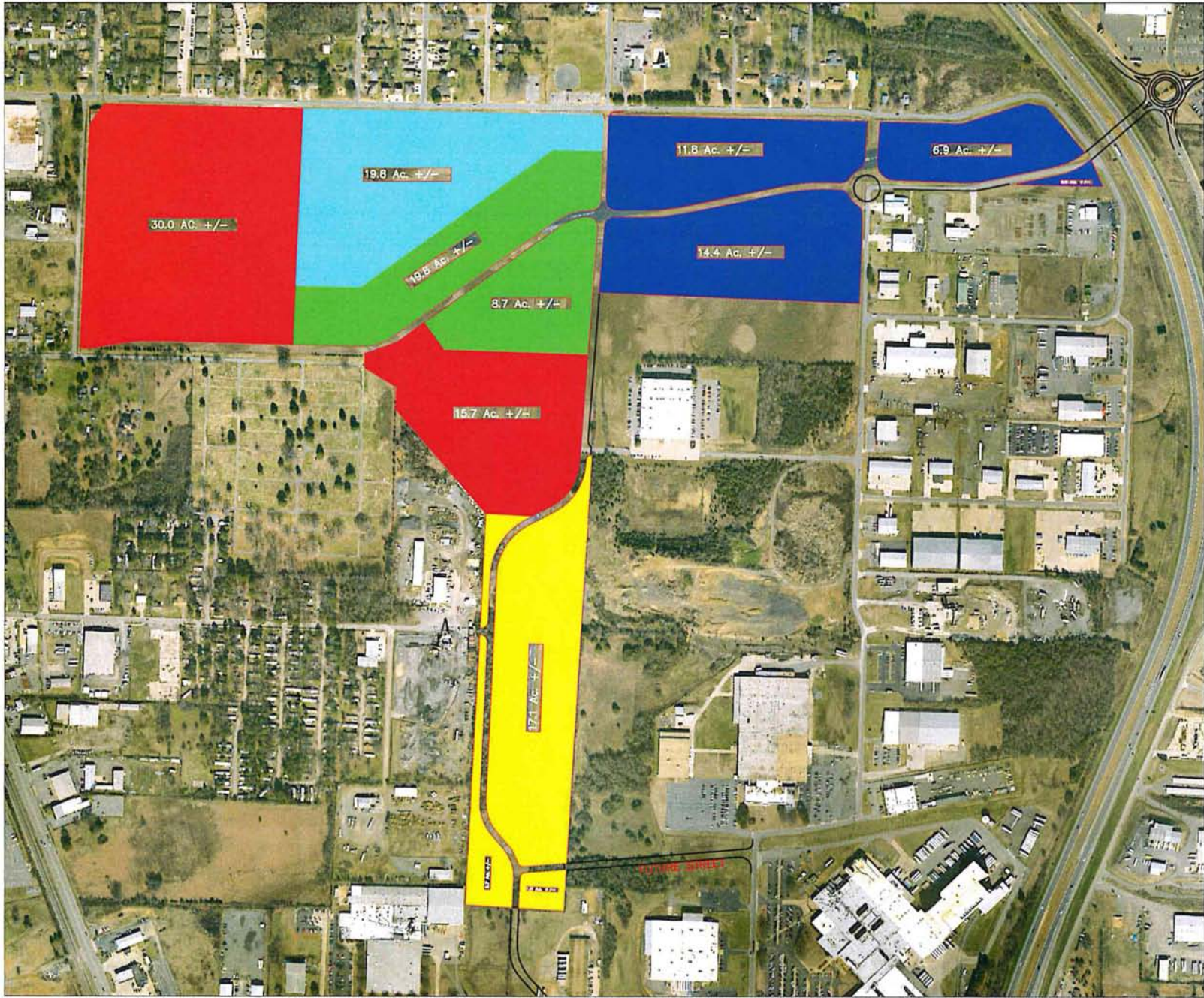
Thank you,

Brent Morgan  
Senior Vice President









**CANTRELL FIELD  
PROPOSED ZONING**

- RESIDENTIAL / MULTIFAMILY  
45.7 ACRES +/-
- INDUSTRIAL-SALES, SHOWROOMS, OFFICE, WAREHOUSE  
21.6 ACRES +/-
- MIXED USE-FLEXIBLE ZONING: RETAIL / OFFICE  
21 ACRES +/-
- OFFICE  
19.8 ACRES +/-
- RETAIL  
33.6 ACRES +/-





**CANTRELL FIELD  
PROPOSED ZONING**

- RESIDENTIAL / MULTIFAMILY  
45.7 ACRES +/-
- INDUSTRIAL-SALES, SHOWROOMS, OFFICE, WAREHOUSE  
21.6 ACRES +/-
- MIXED USE-FLEXIBLE ZONING: RETAIL / OFFICE  
21 ACRES +/-
- OFFICE  
19.8 ACRES +/-
- RETAIL  
33.6 ACRES +/-





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

**A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS CLOSING AN EASEMENT LOCATED IN THE  
 WESTIN OFFICE PARK SUBDIVISION;**

**WHEREAS**, a petition has been filed with the City Council of the City of Conway, Arkansas by Keller Johnson Builders, Inc./Tyler Group, Inc. to abandon an easement located in the Westin Office Park Subdivision within the corporate limits of the City of Conway, Arkansas with a legal description as follows:

A part of Lot-1, Lot-2 and Lot-3 of Westin Office Park Subdivision to the City of Conway Arkansas, Faulkner County as shown on Plat of Records in Plat Book J Page 301, Records of Faulkner County, Arkansas, more particularly described as beginning at the SE corner of said Lot-3; thence along the common line between Lot-3 and Lot-2 N87°59'12"W 15.00 feet to the point of beginning; thence continue along said common Lot line to a point N87°59'12"W 5.00 feet; thence leaving said common lot line and along a curve to the right, have a radius of 70 feet and a chord bearing and distance of N34°02'58"E 74.26 feet; thence along a curve to the left, have a radius of 25.0 feet and a chord bearing and distance of N32°38'15"E 5.51 feet; thence N89°11'23"E 20.00 feet; thence along a curve to the right, have a radius of 50 feet and a chord bearing and distance of S32°38'15"W 27.56 feet; thence along a curve to the left, have a radius of 50 feet and a chord bearing and distance of S34°02'58"W 53.05 feet; thence along a curve to the left have a radius of 50 feet and a chord bearing and distance of S43°06'30"E 70.86 feet; thence along a curve to the left, have a radius of 50 feet and a chord bearing and distance of N50°05'45"E 66.49 feet; thence along a curve to the right, have a radius of 480.00 feet and a chord bearing and distance of N06°16'53"E 35.85 feet; thence S01°46'13"W 68.29 feet; thence along a curve to the right, have a radius of 65 feet and a chord bearing and distance of S64°50'51"W 58.86 feet to a common lot line between Lot-1 and Lot-2; thence along a curve to the right, have a radius of 65 feet and a chord bearing and distance of N43°06'30"W 92.12 feet to the point of beginning containing 0.09 acres more or less.

**WHEREAS**, upon the filing of the petition with the City, the City shall set a date and time for a hearing before the City Council for consideration of the petition.

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

1. That the City Council shall hear said petition at its regular meeting to be held at the Russell L. "Jack" Roberts District Court Building, 810 Parkway Street, Conway, Arkansas, on **August 27<sup>th</sup>, 2013 at 6:30 p.m.**
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the manner prescribed by law.

**PASSED** this 13<sup>th</sup> day of August, 2013.

**Approved:**

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

**Attest:**

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



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

**A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS CLOSING A STREET LOCATED IN THE WESTIN  
OFFICE PARK SUBDIVIISON**

**WHEREAS**, a petition has been filed with the City Council of the City of Conway, Arkansas by Keller Johnson Builders, Inc./Tyler Group, Inc. to abandon a portion of a street within the corporate limits of the City of Conway, Arkansas; with a legal description as follows:

The southern portion of West Business Drive as shown on Westin Office Park Subdivision to the City of Conway Arkansas, Faulkner County as shown on Plat of Records in Plat Book J Page 301, Records of Faulkner County, Arkansas, more particularly described as beginning at the SE corner of said Lot-3; thence along a curve to the right, having a radius of 50.00 feet, and a chord bearing and distance of N34°02'58"E 53.05 feet; thence along a curve to the left, having a radius of 25.00 feet and a chord bearing and distance of N32°38'15"E 27.56 feet; thence N89°11'23"E 60.00 feet; thence along a curve to the right, having a radius of 480 feet, and a chord bearing and distance of S03°48'20"W 77.26 feet; thence along a curve to the right, having a radius of 50.00 feet, and a chord bearing and distance of S50°05'45"W 66.49 feet to a common corner between Lot 1 and Lot 2 Westin Office Park Subdivision; thence along a curve to the right, having a radius of 50.00 feet, and a chord bearing and distance of N43°06'30"W 70.86 feet to the point of beginning, containing 0.22 acres more or less.

**WHEREAS**, upon the filing of the petition with the City, the City shall set a date and time for a hearing before the City Council for consideration of the petition.

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

1. That the City Council shall hear said petition at its regular meeting to be held at Russell L. "Jack" Roberts District Court Building, 810 Parkway Street, Conway, Arkansas, on **August 27<sup>th</sup>, 2013 at 6:30 p.m.**
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the manner prescribed by law.

**PASSED** this 13<sup>th</sup> day of August, 2013.

**Approved:**

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

**Attest:**

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





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

**Whereas**, the City Council of the City of Conway, Arkansas has been petitioned to rename **W BUSINESS AVE** due to new platting and development of Westin Office Park Subdivision.

**Whereas**, the City shall set a date and time for a hearing before the City Council for consideration of this street name change to **PRINCETON DR.**

**NOW, THEREFORE, BE IT RESOLVED:**

1. That the City Council shall conduct a public hearing at its regular meeting to be held at City Hall, 1201 Oak Street, Conway, Arkansas, on the 27<sup>th</sup> day of August 2013 at 6:30 p.m.
2. That the City Clerk is hereby directed to publish notice of the hearing for the time and in the manner prescribed by law.

**PASSED** this 13<sup>th</sup> day of August, 2013.

**Approved:**

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

**Attest:**

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



# MEMO

**TO:** Mayor Tab Townsell

**CC:** City Council Members  
Barbara McElroy

**FROM:** Felicia Rogers

**DATE:** August 6<sup>th</sup>, 2013

**SUBJECT:** Certified Liens – Code Enforcement

**Message:**

The following resolutions are included for a request to the Faulkner County Tax collector to place a certified lien against real property as a result of incurred expenses by the City.

The properties & amount (plus a ten percent collection penalty) are as follows:

- |                         |          |
|-------------------------|----------|
| 1. 1640 East Oak Street | \$167.27 |
| 2. 130 Locust Street    | \$169.27 |
| 3. 445 Louise Lane      | \$171.91 |
| 4. 9 Woodlawn Drive     | \$202.51 |
| 5. 241 Center Street    | \$240.45 |

Please advise if you have any questions.

Thank you for your consideration.



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

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

**WHEREAS**, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on **1640 East Oak Street** within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

**WHEREAS**, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount **\$169.27** (\$126.61 + Penalty-\$12.66 + filing fee-\$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

**WHEREAS**, a hearing for the purpose of determine such lien has been set for **August 13<sup>th</sup>, 2013** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

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

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

**ADOPTED** this 13<sup>th</sup> day of August, 2013.

**Approved:**

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

**Attest:**

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

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



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

# MEMO:

To: Mayor Tab Townsell  
CC: City Council Members

From: Barbara McElroy  
Date: July 9<sup>th</sup>, 2013

Re: 1640 East Oak Street

---

- May 21<sup>st</sup>, 2013– Warning Violation written regarding grass by Tim Wells.
- Property Owner is listed as Valero Arkansas Retail, LLC.
- Property was rechecked on 5/29/2013 with property half mowed.
- Gave notice to manager of store to that the property needed to mowed up to fence line on property and was rechecked 6/14/2013
- Certified & regular letters were mailed to address on file 6/18/2013.
- The property was rechecked on 6/28/2013 with no progress made.
- Mowing was scheduled and Final Cleanup finished on 7/8/2013.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

If you have any questions please advise.

**City of Conway**  
**Code Enforcement**

1201 Oak Street  
Conway, Arkansas 72032  
[www.cityofconway.org](http://www.cityofconway.org)



**Barbara McElroy**

Conway Permits & Code Enforcement  
Phone 501-450-6107  
Fax 501-450-6144

July 9, 2013

Parcel # 710-07804-013

Valero Arkansas Retail, LLC  
One Valero Way Bldg D  
San Antonio, TX 78249

91 7108 2133 3938 6362 7587

**RE: Nuisance Abatement at 1640 East Oak Street, Conway AR**  
**Cost of Clean-Up, Amount Due: \$126.61**

To whom it may concern:

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

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

At its **August 13th, 2013 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

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

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

Sincerely,

  
Barbara McElroy

# INVOICE

## City of Conway Code Enforcement

DATE: JULY 9, 2013

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

TO Valero Arkansas Retail, LLC  
One Valero Way Bldg D  
San Antonio, TX 78249

Description: Mowing/Clean up/Admin Fees  
associated with the nuisance abatement at  
1640 East Oak Street Conway Arkansas

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Tim Wells	710-07804-013		August 13th, 2013

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
2	Employee for 1 hour @ \$10.48-Mowing	10.48	20.96
1	Employee for 1 hour @ \$16.22-Mowing	16.22	16.22
1	Maintenance Fee	15.00	15.00
1	Administrative Fee (Barbara McElroy)	24.15	24.15
1	Administrative fee (Tim Wells)	16.32	16.32
1	Administrative Fee (Glenn Berry)	26.50	26.50
2	Certified Letter	3.29	6.58
2	Regular letter	.44	.88
<b>TOTAL BY 8/13/2013</b>			<b>\$126.61</b>
<b>TOTAL AFTER 8/13/2013</b>			<b>\$169.27</b>

- Total amount due after 8/13/2013 includes collection penalty & filing fees

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



**Conway Code Enforcement  
Incident Report**

**Date of Violation:** 05/21/13

**Violator Name:** Valero Arkansas Retail, LLC

**Address of Violation:** 1640 East Oak Street

**Violation Type:** Grass over 8 inches long

**Warning #:** CE6959

**Description of Violation and Actions Taken:** On 05/21/13, Code Enforcement Officer Wells wrote a warning to correct violation at 1640 East Oak Street for grass over eight inches long. A recheck was conducted on 05/29/13 and it was observed half of the property had been mowed. A second recheck was conducted on 06/04/13 and there was no progress. A third recheck was conducted on 06/06/13 and there was no progress. CEO Wells spoke with a manager and gave her notice the grass needed to be cut for the entire property. A fourth recheck was conducted on 06/14/13 and no progress had been made. A certified letter was sent on 06/18/13 and delivered on 06/20/13. A fifth recheck was conducted on 06/28/13 and no progress had been made, so cleanup was scheduled. Cleanup was completed on 07/03/13.

**Code Enforcement Officer:** Tim Wells

**Officer Signature:** Tim Wells

**Date:** 07/10/13      **Time:** 4:14



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

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

**WHEREAS**, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on **130 Locust Street** within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

**WHEREAS**, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount **\$169.27** (\$126.61 + Penalty-\$12.66 + filing fee-\$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

**WHEREAS**, a hearing for the purpose of determine such lien has been set for **August 13<sup>th</sup>, 2013** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

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

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

**ADOPTED** this 13<sup>th</sup> day of August, 2013.

**Approved:**

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

**Attest:**

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



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



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

## MEMO:

To: Mayor Tab Townsell  
CC: City Council Members

From: Barbara McElroy  
Date: July 9<sup>th</sup>, 2013

Re: 130 Locust

---

- May 1th, 2013– Warning Violation written regarding grass & furniture by Tim Wells.
- Property Owner is listed as Carl & Kathlene George.
- Property was rechecked on 5/23 & 6/4/2013 with no progress.
- Certified & regular letters were mailed to address on file 6/5/2013.
- The property was rechecked on 6/20/2013 with no progress made.
- Mowing was scheduled and Final Cleanup finished on 6/26/2013.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

If you have any questions please advise.

**City of Conway  
Code Enforcement**

1201 Oak Street  
Conway, Arkansas 72032  
[www.cityofconway.org](http://www.cityofconway.org)



**Barbara McElroy**

Conway Permits & Code Enforcement  
Phone 501-450-6107  
Fax 501-450-6144

June 27, 2013

Parcel # 710- ~~02518-001~~

Carl & Kathleen George  
130 Locust Street  
Conway, AR 72032

91 7108 2133 3938 6349 8361

**RE: Nuisance Abatement at 130 Locust Street, Conway AR  
Cost of Clean-Up, Amount Due: \$126.61**

Dear Mr & Mrs. George,

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

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

At its **August 13th, 2013 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

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

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

Sincerely,

  
Barbara McElroy

# INVOICE

## City of Conway Code Enforcement

DATE: JUNE 27, 2013

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

TO Carl & Kathleen George  
130 Locust Street  
Conway, AR 72034

Description: Mowing/Clean up/Admin Fees  
associated with the nuisance abatement at  
130 Locust Street

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Tim Wells	710-02518-001		August 13th, 2013

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Mowing	10.48	10.48
1	Mowing	10.48	10.48
1	Mowing	16.22	16.22
1	Maintenance Fee	15.00	15.00
1	Administrative Fee (Barbara McElroy)	24.15	24.15
1	Administrative fee (Tim Wells)	16.32	16.32
1	Administrative Fee (Glenn Berry)	26.50	26.50
2	Certified Letter	3.29	6.58
2	Regular letter	.44	.88

TOTAL BY  
8/13/2013 \$126.61

- Total amount due after 8/13/2013 includes collection penalty & filing fees

TOTAL AFTER  
8/13/2013 \$169.22

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

**Conway Code Enforcement  
Incident Report**

**Date of Violation:** 05/15/13

**Violator Name:** Carl and Kathleen George

**Address of Violation:** 130 Locust

**Violation Type:** Grass over 8 inches and appliances in the driveway

**Warning #:** CE6886

**Description of Violation and Actions Taken:** On 05/15/13, Code Enforcement Officer Tim Wells wrote a warning to correct violation at 130 Locust for grass over eight inches long and a TV and ice chest in the driveway. On 05/23/13 a recheck was conducted and there was no progress made. On 06/04/13 a second recheck was conducted and no progress was made. Certified letter was sent on 06/05/13 and delivered on 06/12/13. A third recheck was conducted on 06/20/13 and there was no progress on the grass, but the TV and ice chest had been removed. Cleanup was scheduled. Cleanup was completed on 06/25/13.

**Code Enforcement Officer:** Tim Wells

**Officer Signature:** Tim Wells

**Date:** 07/10/13

**Time:** 2:51



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

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

**WHEREAS**, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on 445 Louise Lane within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

**WHEREAS**, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$171.91 (\$129.01 + Penalty-\$12.90 + filing fee-\$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

**WHEREAS**, a hearing for the purpose of determine such lien has been set for **August 13<sup>th</sup>, 2013** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

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

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

**ADOPTED** this 13<sup>th</sup> day of August, 2013.

**Approved:**

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

**Attest:**

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



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



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

## MEMO:

To: Mayor Tab Townsell  
CC: City Council Members

From: Barbara McElroy  
Date: July 9<sup>th</sup>, 2013

Re: 445 Louise Lane

---

- May 16th, 2013– Warning Violation written regarding grass Bill Haynes.
- Property Owner is listed as Ephran Valdez.
- Property was rechecked on 5/24 & 6/5/2013 with no progress.
- Certified & regular letters were mailed to address on file 6/13/2013.
- The property was rechecked on 6/24/2013 with no progress made.
- Mowing was scheduled and Final Cleanup finished on 6/29/2013.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

If you have any questions please advise.

**City of Conway**  
**Code Enforcement**

1201 Oak Street  
Conway, Arkansas 72032  
[www.cityofconway.org](http://www.cityofconway.org)



**Barbara McElroy**  
Conway Permits & Code Enforcement  
Phone 501-450-6107  
Fax 501-450-6144

July 2, 2013

Parcel # 711-12151-026

Ephrain Valdez  
45 Pine Valley Drive  
Conway, AR 72034

91 7108 2133 3938 6349 8484

**RE: Nuisance Abatement at 445 Louise Lane, Conway AR**  
**Cost of Clean-Up, Amount Due: \$129.01**

Dear Mr. Valdez,

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

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

At its **August 13th, 2013 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

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

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

Sincerely,

  
Barbara McElroy

# INVOICE

## City of Conway Code Enforcement

DATE: JULY 2, 2013

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

TO Ephrain Valdez  
45 Pine Valley Drive  
Conway, AR 72034

Description: Mowing/Clean up/Admin Fees  
associated with the nuisance abatement at  
445 Louise Lane

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Bill Haynes	711-12151-026		August 13 <sup>th</sup> , 2013

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Mowing/Clean up	10.48	10.48
1	Mowing/Clean up	10.48	10.48
1	Mowing/Clean up	16.22	16.22
1	Maintenance Fee	15.00	15.00
1	Administrative Fee (Barbara McElroy)	24.15	24.15
1	Administrative fee (Bill Haynes)	18.74	18.74
1	Administrative Fee (Glenn Berry)	26.50	26.50
2	Certified Letter	3.29	6.58
2	Regular letter	.43	.86

- Total amount due after 8/13/2013 includes collection penalty & filing fees

TOTAL BY 8/13/2013	\$129.01
TOTAL AFTER 8/13/2013	\$171.91

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

**Payments are due 30 days from date of this letter;**

**Conway Code Enforcement  
Incident Report**

**Date of Violation: 05-16-13**

**Violator Name: Ephrain Valdez**

**Address of Violation: 445 Louise Ln**

**Violation Type: Tall Grass**

**Warning #: CE6837**

**Description of Violation and Actions Taken: Responding to complaints, I wrote a warning to the owners of an empty lot at 445 Louise Ln for tall grass. Rechecks were conducted on 05-24-13 and 06-05-13 with no change in condition. Letters were sent on 06-24-13 and a final recheck was conducted on 06-24-13 with no change noted. Physical Plant conducted mowing on 06-29-13. Before and after pics are included with this report.**

**Code Enforcement Officer: Bill Haynes**

**Officer Signature:** Bill Haynes #403

**Date: 07-31-13**

**Time: 1253 hrs**



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

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

**WHEREAS**, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on 9 Woodlawn Drive within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

**WHEREAS**, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$202.51 (\$156.83 + Penalty-\$15.68 + filing fee-\$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

**WHEREAS**, a hearing for the purpose of determine such lien has been set for **August 13<sup>th</sup>, 2013** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

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

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

**ADOPTED** this 13<sup>th</sup> day of August, 2013.

**Approved:**

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

**Attest:**

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



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



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

## MEMO:

To: Mayor Tab Townsell  
CC: City Council Members

From: Barbara McElroy  
Date: July 9<sup>th</sup>, 2013

Re: 9 Woodlawn Drive

---

- May 30th, 2013– Warning Violation written regarding rubbish & trash by Tim Wells.
- Property Owner is listed as Cathy Throneberry.
- Property was rechecked on 6/7/ with no progress.
- Certified & regular letters were mailed to address on file 6/18/2013.
- The property was rechecked on 6/27/2013 with no progress made.
- Mowing was scheduled and Final Cleanup finished on 7/8/2013.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

If you have any questions please advise.

**City of Conway**  
**Code Enforcement**

1201 Oak Street  
Conway, Arkansas 72032  
[www.cityofconway.org](http://www.cityofconway.org)



**Barbara McElroy**  
Conway Permits & Code Enforcement  
Phone 501-450-6107  
Fax 501-450-6144

July 9, 2013

Parcel # 710-04919-000

Cathy Throneberry  
9 Woodlawn Drive  
Conway, AR 72034

91 7108 2133 3938 6362 7600

**RE: Nuisance Abatement at 9 Woodlawn Drive, Conway AR**  
**Cost of Clean-Up, Amount Due: \$156.83**

Dear Ms. Throneberry,

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

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

At its **August 13th, 2013 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

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

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

Sincerely,

  
Barbara McElroy

# INVOICE

**City of Conway**  
**Code Enforcement**

DATE: JULY 9, 2013

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

TO Cathy Throneberry  
 9 Woodlawn Drive  
 Conway, AR 72034

Description: Mowing/Clean up/Admin Fees  
 associated with the nuisance abatement at  
 9 Woodlawn Drive Conway Arkansas

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Tim Wells	710-04919-000		August 13th, 2013

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
2	Employee for 1 hour @ \$10.48-Mowing	10.48	20.96
1	Employee for 1 hour @ \$16.22-Mowing	16.22	16.22
1	Employee for 1hour @\$17.86-Mowing	17.86	17.86
1	Maintenance Fee	15.00	15.00
1	Landfill Fee	12.36	12.36
1	Administrative Fee (Barbara McElroy)	24.15	24.15
1	Administrative fee (Tim Wells)	16.32	16.32
1	Administrative Fee (Glenn Berry)	26.50	26.50
2	Certified Letter	3.29	6.58
2	Regular letter	.44	.88

TOTAL BY  
8/13/2013 \$156.83

- Total amount due after 8/13/2013 includes collection penalty & filing fees

TOTAL AFTER  
8/13/2013 \$202.51

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

**Conway Code Enforcement  
Incident Report**

**Date of Violation: 05/30/13**

**Violator Name: Charlie Harvey**

**Address of Violation: 9 Woodlawn Drive**

**Violation Type: Rubbish/Trash on side of house**

**Warning #: CE7012**

**Description of Violation and Actions Taken: On 05/30/13, Code Enforcement Officer Wells wrote a warning to correct violation at 9 Woodlawn Drive for rubbish/trash. The residence had pallets and tires on the side of the house. A recheck was conducted on 06/07/13 and no progress had been made. A second recheck was conducted on 06/14/13 and there was no progress on the pile of wood, but the tires had been removed. A certified letter was sent on 06/18/13 and notice was left on 06/19/13. A third recheck was conducted on 06/27/13 and there was no progress, so cleanup was scheduled. Cleanup was completed on 07/03/13.**

**Code Enforcement Officer: Tim Wells**

**Officer Signature:** Tim Wells

**Date:** 07/10/13      **Time:** 3:57



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

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

**WHEREAS**, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on 241 Center Street within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

**WHEREAS**, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$240.45 (\$191.32 + Penalty-\$19.13 + filing fee-\$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

**WHEREAS**, a hearing for the purpose of determine such lien has been set for **August 13<sup>th</sup>, 2013** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

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

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

**ADOPTED** this 13<sup>th</sup> day of August, 2013.

**Approved:**

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

**Attest:**

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



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



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

# MEMO:

To: Mayor Tab Townsell  
CC: City Council Members

From: Barbara McElroy  
Date: July 9<sup>th</sup>, 2013

Re: 241 Center Street

---

- June 11th, 2013– Warning Violation written regarding grass & dilapidated above ground pool by Bill Haynes.
- Property Owner is listed as Brandy Benfer.
- Certified & regular letters were mailed to address on file 6/13/2013.
- The property was rechecked on 6/20/2013 with no progress made.
- Mowing was scheduled and Final Cleanup finished on 6/26/2013.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

If you have any questions please advise.

**City of Conway**  
**Code Enforcement**

1201 Oak Street  
Conway, Arkansas 72032  
[www.cityofconway.org](http://www.cityofconway.org)



**Barbara McElroy**  
Conway Permits & Code Enforcement  
Phone 501-450-6107  
Fax 501-450-6144

June 27, 2013

Parcel # 710-00970-000

Brandy Benfer  
241 Center Street  
Conway, AR 72034

91 7108 2133 3938 6349 8378

**RE: Nuisance Abatement at 241 Center Street, Conway AR**  
**Cost of Clean-Up, Amount Due: \$191.32**

Dear Ms. Benfer,

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

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

At its **August 13th, 2013 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

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

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

Sincerely,

Barbara McElroy

# INVOICE

## City of Conway Code Enforcement

DATE: JUNE 27, 2013

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

TO Brandy Benfer  
241 Center Street  
Conway, AR 72034

Description: Mowing/Clean up/Admin Fees  
associated with the nuisance abatement at  
241 Center Street

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Bill Haynes	710-00970-000		August 13 <sup>th</sup> , 2013

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL	
1	Mowing/Clean up	10.48	10.48	
1	Mowing/Clean up	10.48	10.48	
1	Mowing/Clean up	16.22	16.22	
1	Mowing/Clean up	17.86	17.86	
1	Mowing /Clean up	17.90	17.90	
1	Maintenance Fee	15.00	15.00	
2 Trips	Landfill Fee (\$15.01 & \$15.26)	30.27	30.27	
1	Administrative Fee (Barbara McElroy)	24.15	24.15	
1	Administrative fee (Bill Haynes)	18.74	18.74	
1	Administrative Fee (Glenn Berry)	26.50	26.50	
1	Certified Letter	3.29	3.29	
1	Regular letter	.43	.43	
			TOTAL BY 8/13/2013	\$191.32
			TOTAL AFTER 8/13/2013	\$240.45

- Total amount due after 8/13/2013 includes collection penalty & filing fees

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

**Payments are due 30 days from date of this letter;**

**Conway Code Enforcement  
Incident Report**

**Date of Violation: 06-11-13**

**Violator Name: Brandy Benfer**

**Address of Violation: 241 Center St**

**Violation Type: Tall Grass / Dilapidated Structure**

**Warning #: CE7102**

**Description of Violation and Actions Taken: Responding to numerous complaints, I observed the grass at 241 Center street to be beyond 8 inches in height. The above ground pool and connected decking was in a severely neglected state. The house is in foreclosure and the owner as well as the mortgage company were sent warnings to correct. Letters were sent on 06-13-13 and returned unclaimed on 06-20-13. A recheck was conducted on 06-20-13 with no change in condition noted. The Physical Plant conducted mowing and the removal of the pool and decking on 06-26-13. Before and after pics were taken and are included with this report.**

**Code Enforcement Officer: Bill Haynes**

**Officer Signature:**  #403

**Date: 07-31-13**

**Time: 1242 hrs**



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

**AN ORDINANCE AUTHORIZING THE RECLASSIFICATION OF ONE (1) VACANT CODE ENFORCEMENT OFFICER POSITION IN THE PERMITS AND CODE ENFORCEMENT DEPARTMENT TO A BUILDING INSPECTOR POSITION; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES:**

**Whereas**, the Permits and Code Enforcement Department requests the reclassification of one (1) vacant Code Enforcement Officer position to a Building Inspector Position.

**Whereas**, the annual salary for a Code Enforcement Officer is \$31,948.00 and the annual salary for a Building Inspector position is \$38,966.

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

**Section 1.** The City of Conway shall reclassify one (1) vacant Code Enforcement Officer position to a Building Inspector Position.

**Section 2.** Additional salary funds in the amount of \$2,836.67 are required for this staffing adjustment for the FY2013.

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

**Section 4.** This ordinance is necessary for the protection of the public peace, health and safety; an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

**PASSED** this 13<sup>th</sup> day of August, 2013.

**Approved:**

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

**Attest:**

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





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

Ronnie Hall, P.E.  
City Engineer  
[ronnie.hall@cityofconway.org](mailto:ronnie.hall@cityofconway.org)  
501-450-6165

August 1, 2013

Mayor Tab Townsell  
1201 Oak Street  
Conway, Arkansas 72032

**RE: Conway Western Arterial Loop (Baker Wills Parkway)  
AHTD Job 080174  
FAP No. HPP2-0169(4) & HPP2-3742(1)  
South Interchange  
Right of Way Acquisition  
Tract 57 - Loya**

Dear Mayor Townsell:

An offer was previously approved and accepted for this parcel of land. The previous offer was for 11, 616 Sq. Ft. of property and damages that total \$17,697.00. The offer required moving a mobile home (owned by the daughter of the property owner) from the current location to a location that would not conflict with the work. The relocation of the mobile home presented numerous challenges and now the daughter has refused to move the mobile home.

The plans have now been modified to add a retaining wall (\$50,000 added cost) along this property to eliminate the need to relocate the mobile home. The revised right of way required has been reduced to 574 Sq. Ft.

The updated appraised value of this property was \$184.00. The property owner has agreed to settle for \$200.00.

Please advise if you are in agreement with this request.

Thanks,  
Ronnie Hall, P.E.



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

Ronnie Hall, P.E.  
 City Engineer  
[ronnie.hall@cityofconway.org](mailto:ronnie.hall@cityofconway.org)  
 501-450-6165

August 1, 2013

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

Re: Prince Street Improvements -Western Ave. to Shady Lane  
 Right of Way Acquisition Parcel 22 – Dr, William Higgs

Dear Mayor Townsell;

Offers for the right of way required for Prince Street have been made to Higgs Dentistry at 2755 Prince Street. The following counter offers or conditions have been received.

Original Offer:

Parcel 22 – William N. Higgs and Sue E. Higgs (Higgs Family Dentistry)

128 SF Right of Way	\$1,150.00
Sign Relocation	<u>\$2,580.00</u>
Total Original Offer	\$3,730.00

Additional Request:

Additional Sign Relocation Cost (\$4,320 - \$2,580)	\$1,740.00
Temporary Sign	\$313.20
Masonry work around sign base	\$2,475.00
Landscaping	<u>\$1,535.09</u>
Total Additional Request	\$6,063.29

TOTAL COUNTER OFFER AMOUNT	\$9,793.29
----------------------------	------------

Please advise if you are ok with the above counter offer amount.

I have attached the invoices submitted to justify the added cost.

Thanks,  
 Ronnie Hall, P.E.

Jan,

Enclosed you will find 3 bids:

1. Temporary Sign (\$313.20) ---- Even my established patients have been missing my office due to my front sign being gone.
2. Masonary Work (\$2475.00) --- This is for the brick work that was around my original sign.
3. Landscaping (\$1535.09) --- This is for the landscaping torn up on the northwest corner of my parking lot that was not supposed to be touched.

William N. Higgs D.D.S.

**Whitehouse Industries, Inc., DBA**

Little Rock Sign-Conway Sign  
 P.O. Box 806  
 Conway, AR 72033

**INVOICE**

Invoice Number: 11999  
 Invoice Date: Jul 11, 2013  
 Page: 1

*Duplicate*

Voice: 501-327-4166  
 Fax: 501-327-4337

<b>Bill To:</b>
HIGGS FAMILY DENTISTRY 2755 PRINCE STREET CONWAY, AR 72034

<b>Ship to:</b>
HIGGS FAMILY DENTISTRY 2755 PRINCE STREET CONWAY, AR 72034

<b>Customer ID</b>	<b>Customer PO</b>	<b>Payment Terms</b>	
HIGGS FAMILY DENTAL		Net Due	
<b>Sales Rep ID</b>	<b>Shipping Method</b>	<b>Ship Date</b>	<b>Due Date</b>
	Courier		7/11/13

Quantity	Item	Description	Unit Price	Amount
		FABRICATE & DELIVER QTY. 1...3' X 8' DOUBLE SIDED BANNER WITH DIGITALLY PRINTED GRAPHICS PER CUSTOMER APPROVED ART WORK		288.00

Subtotal	288.00
Sales Tax	25.20
Total Invoice Amount	313.20
Payment/Credit Applied	
<b>TOTAL</b>	<b>313.20</b>

Check/Credit Memo No:



# The Plant Outlet

7172013

P.O. Box 10527, Conway, AR 72034  
PH: (501) 513-0080 Fax: (501) 513-0070  
State Contractors License #0241710113

## Estimate

### Proposal Submitted to:

Name Higgs Dentistry Dr. William Higgs  
Address 2755 Prince St.  
City Conway State AR ZIP 72034  
Phone 329-7474 wnhiggs@yahoo.com

Date 7/17/2013  
Landscape Rep John Patterson  
733-7456

Qty	We propose to furnish the following materials and labor:		Total
	<b><u>CONSTRUCTION REPAIR</u></b>		
1	25 gal Lorapetlum	\$124.99	\$124.99
2	15 gal Indian hawthorne	\$94.99	\$189.98
3	10 gal Helliery Holly	\$59.99	\$179.97
2	yards Cedar Mulch	\$33.00	\$66.00
1	Parts and labor for Sprinkler repair	\$325.00	\$325.00
1	Labor to deliver and install Trees and Mulch	\$525.64	\$525.64
		<b>Sub Total</b>	<b>\$1,411.58</b>

**The above prices, specifications and conditions are satisfactory & are hereby accepted. You are authorized to do the work as specified.**

I understand that any alteration or deviation from the above specifications will be discussed with me prior to execution of them and I will be informed of any changes over and above the written estimate.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Homeowner Signature

Arkansas \$123.51

**TOTAL** **\$1,535.09**

Payment terms:  
All accounts  
due within  
7 days of  
job completion.  
Delinquent after  
21 days.

*All material is guaranteed to be as specified, and the above work to be performed and completed in a substantial workmanlike manner.*

**EXCELLENT QUALITY AT A GREAT PRICE**



JOE MURDAUGH MASONRY, INC.  
711 CLUB ROAD  
P.O. BOX 6557  
SHERWOOD, AR 72120  
501/680-6797 mobile  
501/834-9630 fax  
Contractor's License #0016240413  
Email: [joe@murdaughmasonry.com](mailto:joe@murdaughmasonry.com)

July 10, 2013  
Project:  
Conway sign base walls

We hereby propose to furnish all labor and material for the completion of masonry work as per our scope: 10' x 10' double brick with 1 course and rowlock and 6" deep footing.  
We will match existing brick and planter size as close as possible.

Price \$2,475.00

**Excluded:**  
**Moving any utilities**  
**Landscape repair**  
**Demolition of old sign walls**

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from our scope involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon strikes or accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance and Public Liability Insurance.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

\_\_\_\_\_  
Date

JOB NAME: Prince Street

TRACT 22

**CONTRACT TO SELL**  
**REAL ESTATE FOR HIGHWAY PURPOSES**

Grantor: William N. Higgs & Sue E. Higgs, Husband and Wife  
Address: 2755 Prince Street  
Conway, Arkansas 72033

Grantee: City of Conway

IN CONSIDERATION of the benefits that will inure to the Grantor(s) and the public, the undersigned does hereby give and grant to the City of Conway, of the State of Arkansas, upon the terms and conditions hereinafter stated, the right to purchase the following described real estate, situated in the County of Faulkner, to wit:

A PART OF LOT 1, PENNINGTON'S ADDITION AS SHOWN IN PLAT BOOK H, ON PAGE 137, RECORDS OF FAULKNER COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT AND RUNNING THENCE N02°13'55"E ALONG THE EAST LINE OF SAID LOT 173.83 FEET TO THE EXISTING RIGHT OF WAY OF PRINCE STREET; THENCE RUN N88°02'33"W ALONG SAID RIGHT OF WAY 8.83 FEET TO THE POINT OF BEGINNING; THENCE RUN S86°01'10"W, 39.55 FEET; THENCE N88°07'15"W, 11.85 FEET TO THE EAST RIGHT OF WAY OF WINGATE STREET; THENCE RUN ALONG SAID RIGHT OF WAY ALONG AN ARC TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF N08°02'13"E, 4.13 FEET, ARC LENGTH OF 4.14 FEET, AND RADIUS OF 20.00 FEET TO THE EXISTING RIGHT OF WAY OF PRINCE STREET; THENCE RUN ALONG SAID RIGHT OF WAY S88°02'32"E, 50.75 FEET TO THE POINT OF BEGINNING CONTAINING 0.00 ACRES OR 128 SQUARE FEET MORE OR LESS.

TEMPORARY SIGN... \$313 <sup>20</sup> WNH  
MASONRY WORK... \$2475 <sup>00</sup> WNH  
LANDSCAPING... \$1535 <sup>09</sup> WNH

→ Total \$4323 <sup>29</sup> WNH \*

WNH  
INITIALS

PAYMENT DUE-----~~\$3,730.00~~  
APPRAISED VALUE-----\$1,150.00  
COST TO CURE (Move Sign)-----~~\$2,580.00~~ ATTACHED BID \$4,320.00  
~~TOTAL = \$5,470.00~~

(Appraised value offered by the City for real estate, including damages, if any, to the remainder; to be paid after approval of title and execution of a deed as hereinafter provided).

The City shall have the irrevocable right to exercise the "Contract to Sell" at any time within ninety (90) days from date; and it is agreed that if within the time above specified, the said City shall declare its intention to exercise this "Contract to Sell" including the right to purchase said land, the Grantor(s) will execute and sign a General Warranty Deed when presented by the City and receive payment of the stated "Payment Due" from the said City, less any amount that may be found due and payable to any mortgagee. It is expressly understood that the said City shall not be obligated further unless stated herein to wit:

✓  
4323 <sup>29</sup>  
5470 <sup>00</sup>  
TOTAL = \$9793 <sup>29</sup> WNH

Adams Signs, Inc.  
13702 Frances  
North Little Rock, Ar. 72118  
rasigncrafter@sbcglobal.net

June 11, 2013

Sign Bid: Higgs Dental

*Jan,  
Here's a copy of the bid  
to move the sign. I am  
still working on the brickwork bid.  
Bill Higgs*

Adams Signs, Inc. agrees to fabricate and install the following sign package.

- Remove customer's existing sign. Transport to shop to re build pole structure.
- Prime and repaint any areas on sign in need.
- Re-install in customers new location.
- Electrical to be run to sign area by customer's electrician.

\*\*Sign warranty: 1 year warranty on all paint and workmanship.

Price \$4,000.00 tax \$320.00 total \$4,320.00

Upon acceptance of this sign bid, customer agrees to pay 50% as a down payment, with balance due upon completion.

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

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



TR. 22



ROW per 1926 Plat

80' 1934 Court Order ROW

PROPOSED PRINCE ST.

EXISTING PRINCE ST.

WINGATE STREET

39 S.F. Right of Way

128 S.F. Right of Way

79.5 S.F. Right of Way

lands, Inc. te St.

rows Replat

-02276-000 sq. ft. sq. ft.

Parcel 22 - William N. & Sue E. Higgs  
 2755 Prince St.  
 Conway, Ar. 72034  
 Pennington's Addition  
 Plat Book Page  
 Tax Parcel No. 710-02273-003  
 Original Area = sq. ft.  
 ROW Required = sq. ft.  
 Residual =

Parcel 23 - Tony & Reda S  
 Prince St.  
 Conway, Ar. 72034  
 Lot 4 Crows Replat  
 Plat Book Page  
 Tax Parcel No. 710-02273-  
 Original Area = sq.  
 = sq.  
 Residual =

**PARCEL NO. 22**  
**William N. & Sue E. Higgs**  
**PRINCE STREET IMPROVEMENTS**  
**CONWAY, ARKANSAS**  
**March 5, 2013**





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

**A RESOLUTION AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO ACT PURSUANT TO ARKANSAS CODE ANNOTATED §18-15-201 ET SEQ., AND OTHER STATE STATUTORY AUTHORITY TO SEEK CONDEMNATION BY EMINENT DOMAIN PROCEEDINGS OF CERTAIN PROPERTIES DESCRIBED HEREIN FOR THE PUBLIC PURPOSE OF CONSTRUCTING AND MAINTAINING STREET, ROAD AND BOULEVARD RIGHT OF WAY AND ALL NECESSARY AND PROPER EASEMENTS RELATED THERETO FOR THE CITY OF CONWAY'S WESTERN ARTERIAL LOOP PROJECT.**

**WHEREAS**, the City of Conway, Arkansas, is a city of the First Class duly organized and existing as a municipal corporation under the laws of the State of Arkansas. The City of Conway ("the City") has its principal place of business within the borders of Faulkner County, Arkansas. Under Arkansas law, the City is empowered under Arkansas Code Annotated § 18-15-201, *et seq.*, and other statutory authority to condemn real property by eminent domain for the purposes of streets, parks, boulevards, and public buildings (among other lawful purposes); and

**WHEREAS**, as part of the planning, construction and maintenance of the City's Western Arterial Loop Project ("the Project"), the City is in the process of planning and developing sufficiently wide and safe roads, streets, boulevards and necessary and proper rights of way within the statutory areas relative to the corporate limits of Conway as set out in A.C.A. § 18-15-201(a)(2), the City Council for the City of Conway has found and determined that it is necessary for public purposes to acquire the real properties described herein upon which to construct and maintain said roadway and utility easements. Having acquired other real property adjacent to these respective parcels and being unable to reach an agreement and compromise as to the amount of just compensation to pay the respective landowners, it is now necessary for public purposes to acquire the real properties described herein upon which to construct and maintain said roadway and utility easements. Because the City has established a legitimate public purpose for said properties, it is empowered under ACA §18-15-201 to seek condemnation through eminent domain of the properties as described herein and to properly compensate the owners of said lands pursuant to state law.

**WHEREAS**, to secure timely access to said real properties, however, it is necessary that eminent domain authority be declared, established, and exercised for the purpose of the construction, maintenance, and public use of the improved roadway, streets, boulevards, rights of way, and appropriate appurtenances developed thereto. As well and on behalf of the public, the City must continue ownership and control of the real property described herein, as necessary for the public purposes of continued maintenance, traffic control, safety, drainage and necessary and proper services throughout the affected areas and properties described herein.

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

**SECTION 1:** The City Council for the City of Conway hereby finds and determines that it is necessary for public purposes to acquire the real properties owned by certain landowners described herein upon which to construct and maintain said roadway, streets, boulevards and necessary easements. Having acquired other real property adjacent to these landowners' respective parcels and being unable to reach an agreement and compromise as to the amount of just compensation to pay the respective landowners, it is necessary for public purposes to acquire the real properties owned by these landowners described herein upon which to construct and maintain said roadway, streets, boulevards and necessary easements. Because the City has established a legitimate public purpose for said properties, the City is empowered under Ark. Code Ann. §18-15-201 to seek condemnation through eminent domain of the properties described herein and to properly compensate the owners of said lands pursuant to state law.

**SECTION 2:** Gary and Martha Maynard are individual real property owners who reside in Faulkner County, Arkansas, with real estate locations more particularly described below.

PARCEL ONE: AHTD Job 080430, Tract 62

GARY DON AND MARTHA MAYNARD (AND ALL OTHER HEIRS AND INTERESTED PARTIES):

Part of the Northwest Quarter of the Southwest Quarter of Section 32, Township 5 North, Range 13 West, Faulkner County, Arkansas, more particularly described as follows:

Commencing at a 5" x 5" Stone found at the S 1/16 Corner of said Section 32 and 31; thence along the South line of said Northwest Quarter of the Southwest Quarter, South 88°10'41" East a distance of 112.10 feet; thence North 45°00'59" East a distance of 277.34 feet to the Western Right of Way of the Conway Loop as established by AHTD Job 080430 and the POINT OF BEGINNING; thence along said Western Right of Way, North 26°50'33" West a distance of 142.29 feet to the Western Right of Way of Sturgis Road as established by AHTD Job S-23-1; thence along said Western Right of Way, South 46°15'05" East a distance of 135.25 feet; thence South 45°00'59" West a distance of 47.29 feet to the POINT OF BEGINNING and containing 0.07 acres (3,198 sq. ft.) more or less as shown on AHTD plans referenced as Job 080430.

**SECTION 3:** Trustees of Gold Creek Baptist Church, *aka* Gold Creek Baptist Church of Conway, *aka* Gold Creek Baptist Church is a benevolent association and nonprofit corporation which owns real property more particularly described below. This entity owns various real estate, with full ownership interest to the various real properties affected and as described below:

PARCEL TWO: AHTD Job 080430, Tracts 41, 44 & 45

TRUSTEES OF GOLD CREEK BAPTIST CHURCH, *aka* GOLD CREEK BAPTIST CHUCH OF CONWAY, *aka* GOLD CREEK BAPTIST CHUCH

TRACT 41:

Parts of Lot 8, Gold – Creek Subdivision, located in the Northeast Quarter of the Northwest Quarter of Section 5, Township 4 North, Range 13 West, Faulkner County, Arkansas, more particularly described as follows:

Commencing at a 2 1/2" Steel Cap found at the W 1/16 Corner of said Section 5, thence along the West line of said Northeast Quarter of the Northwest Quarter, South 1°40'55" West a distance of 240.54 feet to the South line of said Lot 8, as established by Gold – Creek Subdivision, Book A, Page 117, as filed in Faulkner County; thence North 60°05'15" East a distance of 29.33 feet to the Western Right of Way of the Conway Loop as established by AHTD Job 080430 and the POINT OF BEGINNING; thence continuing North 60°05'15" East a distance of 133.63 feet to the Eastern Right of Way of the Conway Loop as established by AHTD Job 080430; thence along said Eastern Right of Way, South 35°18'58" East a distance of 105.55 feet to the South line of said Lot 8; thence along said South line, North 88°37'29" West a distance of 156.16 feet to the Western Right of Way of the Conway Loop as established by AHTD Job 080430; thence along said Western Right of Way, North 52°48'35" West a distance of 26.03 feet to the POINT OF BEGINNING, and containing 0.19 acres (8,210 sq. ft.) more or less,

And also:

Commencing at a 2 1/2" Steel Cap found at the W 1/16 Corner of said Section 5, thence along the West line of said Northeast Quarter of the Northwest Quarter, South 1°40'55" West a distance of 240.54 feet to the South line of said Lot 8, as established by Gold – Creek Subdivision, Book A, Page 117, as filed in Faulkner County; thence North 60°05'15" East a distance of 350.65 feet to the Southern Right of Way of Sidebottom Road as established by AHTD Job 080430 and the POINT OF BEGINNING; thence continuing North 60°05'15" East a distance of 21.54 feet to the Western Right of Way of Sturgis Road as established by Gold – Creek Subdivision plat, Book A, Page 117, as filed in Faulkner County; thence along said Western Right of Way, South 28°11'11" East a distance of 22.43 feet to the Southern Right of Way of Sidebottom Road as established by AHTD Job 080430; thence along said Southern Right of Way, North 72°51'07" West a distance of 30.63 feet to the POINT



OF BEGINNING, and containing 0.01 acres (242 sq. ft.) more or less.

**TRACT 44:**

Parts of the Northwest Quarter of the Northwest Quarter of Section 5, Township 4 North, Range 13 West and part of the South half of the Southwest Quarter of Section 32, Township 5 North, Range 13 West, all in Faulkner County, Arkansas, more particularly described as follows:

BEGINNING at a 2 1/2" Steel Cap found at the W 1/16 Corner of said Section 5: thence along the East line of said Northwest Quarter of the Northwest Quarter, South 1°40'55" West a distance of 207.35 feet to the Eastern Right of Way of Gold Crest Drive as established by AHTD Job 080430; thence along said Eastern Right of Way, South 39°53'00" West a distance of 88.28 feet; thence South 39°53'00" West a distance of 26.62 feet; thence South 0°51'00" West a distance of 240.90 feet; thence South 13°52'00" West a distance of 66.43 feet to the Western Right of Way of Gold Crest Drive as established by AHTD Job 080430; thence along said Western Right of Way the following bearings and distances: North 72°39'13" West a distance of 35.09 feet; North 7°30'00" East a distance of 102.90 feet; North 11°18'08" West a distance of 146.92 feet; North 9°01'29" East a distance of 126.65 feet; North 27°33'17" East a distance of 134.54 feet to the Western Right of Way of the Conway Loop as established by AHTD Job 080430; thence along said Western Right of Way the following bearings and distances: North 28°25'49" West a distance of 120.67 feet; thence North 29°47'46" West a distance of 85.30 feet; thence North 80°54'36" East a distance of 194.29 feet to the Eastern Right of Way of the Conway Loop as established by AHTD Job 080430; thence along said Eastern Right of Way, South 18°42'07" East a distance of 118.87 feet to the Northern Right of Way of Sidebottom Road as established by AHTD Job 080430; thence along said Northern Right of Way the following bearings and distances: North 78°20'43" East a distance of 85.60 feet; South 88°00'35" East a distance of 109.31 feet; North 20°14'26" East a distance of 30.67 feet to the Western Right of Way of Sturgis Road as established by a deed is found in deed book 338, page 271, as filed in Faulkner County; thence along said Western Right of Way, South 28°11'11" East a distance of 58.47 feet to the South line of said South Half of the Southwest Quarter; thence along said South line, North 87°53'21" West a distance of 295.61 feet to the POINT OF BEGINNING, and containing 1.48 acres (64,529 sq. ft.) more or less as shown on AHTD plans referenced as Job 080430.

**TRACT 45:**

Part of Lot 8, Gold – Creek Subdivision, located in the Northeast Quarter of the Northwest Quarter of Section 5, Township 4 North, Range 13 West, Faulkner County, Arkansas, more particularly described as follows:

BEGINNING at a 2 1/2" Steel Cap found at the W 1/16 Corner of said Section 5; thence South 87°53'21" East a distance of 292.14 feet to the Western Right of Way of Sturgis Road as established by Gold – Creek Subdivision plat, Book A, page 117, as filed in Faulkner County; thence South 58°52'11" West a distance of 68.22 feet to the Southern Right of Way of Sidebottom Road as established by AHTD Job 080430; thence along said Southern Right of Way the following bearings and distances: North 72°51'07" West a distance of 41.47 feet; South 69°44'49" West a distance of 108.18 feet to the Eastern Right of Way of the Conway Loop as established by AHTD Job 080430; thence South 25°24'23" East a distance of 51.62 feet; thence South 58°52'11" West a distance of 140.40 feet to the Western line of said Northeast Quarter of the Northwest Quarter; thence along said line, North 1°40'55" East a distance of 190.54 feet to the POINT OF BEGINNING, and containing 0.53 acres (22,901 sq. ft.) more or less as shown on AHTD plans referenced as Job 080430.

**SECTION 4:** The City is further in need of Temporary Construction Easements for the Project, as more particularly described above, from the landowners as identified and detailed above.

**SECTION 5:** To secure timely access to said real properties, however, it is necessary that eminent domain authority be declared, established, and exercised for the purpose of the construction, maintenance, and public use of the improved roadway, streets, boulevards, rights of way, necessary and proper easements and appropriate appurtenances developed thereto. As well and on behalf of the public, the City must continue ownership and control of the real property described herein, as necessary for the public purposes of continued maintenance, traffic control, safety and necessary and proper rights of way and easements throughout the affected areas and properties described herein.

**SECTION 6:** The Office of the City Attorney of the City is hereby authorized to act on behalf of the City

and initiate statutory proceedings for eminent domain and condemnation of the lands described herein for the purposes stated herein, up to and including filing appropriate legal pleadings and process in those courts of law having jurisdiction over such process and proceedings.

**PASSED** this 13<sup>th</sup> day of August, 2013.

**Approved:**

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**Mayor Tab Townsell**

**Attest:**

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

**IN THE CIRCUIT COURT OF FAULKNER COUNTY, ARKANSAS**  
**\_\_\_\_\_ DIVISION**

**CITY OF CONWAY, ARKANSAS**

**PLAINTIFF**

**VS.**

**NO. CV 2013-\_\_\_\_\_**

**GARY DON MAYNARD AND MARTHA MAYNARD,  
HUSBAND AND WIFE;  
COUNTRYWIDE HOME LOANS, INC.,  
AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.;  
SUPERIOR FEDERAL BANK (AND ALL OTHER HEIRS AND  
INTERESTED PARTIES);**

**TRUSTEES OF GOLD CREEK BAPTIST CHURCH, aka  
GOLD CREEK BAPTIST CHURCH OF CONWAY, INC., aka  
GOLD CREEK BAPTIST CHURCH (AND ALL OTHER HEIRS,  
INTERESTED PARTIES AND CORPORATE OFFICERS  
AUTHORIZED TO ACT ON BEHALF OF THE CHURCH)**

**APPLICATION FOR CONDEMNATION OF REAL PROPERTY  
AND REQUEST FOR IMMEDIATE POSSESSION**

Comes now the City of Conway, Arkansas, by and through City Attorney Mike Murphy, and submits this Application for Condemnation of Real Property and Request for Immediate Possession. In support of said request, Plaintiff provides the following:

1. Plaintiff, the City of Conway, Arkansas, is a city of the First Class duly organized and existing as a municipal corporation under the laws of the State of Arkansas. The City of Conway has its principal place of business within the borders of Faulkner County, Arkansas.

2. The City of Conway is in the process of planning, constructing, building and maintaining a street, boulevard and road project known as the Conway Western Arterial Loop Project (hereinafter, "the Project"). A Right of Way map of the affected areas is attached hereto as Exhibit A.

3. Under Arkansas law, Plaintiff is empowered under Arkansas Code Annotated § 18-15-201 and other statutory authority to condemn real property for the purposes of streets, parks, boulevards, and public buildings (among other lawful purposes). As required, Plaintiff attaches hereto a certified copy of Resolution No. 13 – \_\_\_, marked, identified, and incorporated herein as Exhibit B, noting the Conway City Council's formal action taken regarding this matter.

4. Defendants Gary Maynard and Martha Maynard as cited above are individual real property owners who reside in Faulkner County, Arkansas. Defendants Maynard own various real estate, with full ownership interest to the various real properties affected and as described more particularly on the following pages:

*PARCEL ONE:*

AHTD Job 080430, Tract 62

GARY AND MARTHA MAYNARD (AND ALL OTHER HEIRS AND INTERESTED PARTIES):

Part of the Northwest Quarter of the Southwest Quarter of Section 32, Township 5 North, Range 13 West, Faulkner County, Arkansas, more particularly described as follows:

Commencing at a 5" x 5" Stone found at the S 1/16 Corner of said Section 32 and 31; thence along the South line of said Northwest Quarter of the Southwest Quarter, South 88°10'41" East a distance of 112.10 feet; thence North 45°00'59" East a distance of 277.34 feet to the Western Right of Way of the Conway Loop as established by AHTD Job 080430 and the POINT OF BEGINNING; thence along said Western Right of Way, North 26°50'33" West a distance of 142.29 feet to the Western Right of

Way of Sturgis Road as established by AHTD Job S-23-1; thence along said Western Right of Way, South 46°15'05" East a distance of 135.25 feet; thence South 45°00'59" West a distance of 47.29 feet to the POINT OF BEGINNING and containing 0.07 acres (3,198 sq. ft.) more or less as shown on AHTD plans referenced as Job 080430.

5. Defendants Countrywide Home Loans, Inc. and Mortgage Electronic Registration Systems, Inc. may have an interest in proceeding against any award to Defendants Maynard herein by virtue of a Mortgage (Deed of Trust) executed by Gary D. Maynard, a married man, in favor of Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Home Loans, Inc. dated March 21, 2005 and recorded on March 28, 2005 as Document #2005-6149, records of Faulkner County, Arkansas.

6. Superior Federal Bank may have an interest in proceeding against any award to Defendants Maynard herein by virtue of a Participation Agreement (Grant of Real Estate Mortgage) dated January 29, 1996 and recorded on March 2, 1996, in mortgage book 435, page 455, records of Faulkner County, Arkansas.

7. Defendant Trustees of Gold Creek Baptist Church is a benevolent religious association which owns real property more particularly described below:

*PARCEL TWO:* AHTD Job 080430, Tracts 41, 44 & 45

TRUSTEES OF GOLD CREEK BAPTIST CHURCH

TRACT 41:

Parts of Lot 8, Gold – Creek Subdivision, located in the Northeast Quarter of the Northwest Quarter of Section 5, Township 4 North, Range 13 West, Faulkner County, Arkansas, more particularly described as follows:



Commencing at a 2 1/2" Steel Cap found at the W 1/16 Corner of said Section 5, thence along the West line of said Northeast Quarter of the Northwest Quarter, South 1°40'55" West a distance of 240.54 feet to the South line of said Lot 8, as established by Gold – Creek Subdivision, Book A, Page 117, as filed in Faulkner County; thence North 60°05'15" East a distance of 29.33 feet to the Western Right of Way of the Conway Loop as established by AHTD Job 080430 and the POINT OF BEGINNING; thence continuing North 60°05'15" East a distance of 133.63 feet to the Eastern Right of Way of the Conway Loop as established by AHTD Job 080430; thence along said Eastern Right of Way, South 35°18'58" East a distance of 105.55 feet to the South line of said Lot 8; thence along said South line, North 88°37'29" West a distance of 156.16 feet to the Western Right of Way of the Conway Loop as established by AHTD Job 080430; thence along said Western Right of Way, North 52°48'35" West a distance of 26.03 feet to the POINT OF BEGINNING, and containing 0.19 acres (8,210 sq. ft.) more or less,

And also:

Commencing at a 2 1/2" Steel Cap found at the W 1/16 Corner of said Section 5, thence along the West line of said Northeast Quarter of the Northwest Quarter, South 1°40'55" West a distance of 240.54 feet to the South line of said Lot 8, as established by Gold – Creek Subdivision, Book A, Page 117, as filed in Faulkner County; thence North 60°05'15" East a distance of 350.65 feet to the Southern Right of Way of Sidebottom Road as established by AHTD Job 080430 and the POINT OF BEGINNING; thence continuing North 60°05'15" East a distance of 21.54 feet to the Western Right of Way of Sturgis Road as established by Gold – Creek Subdivision plat, Book A, Page 117, as filed in Faulkner County; thence along said Western Right of Way, South 28°11'11" East a distance of 22.43 feet to the Southern Right of Way of Sidebottom Road as established by AHTD Job 080430; thence along said Southern Right of Way, North 72°51'07" West a distance of 30.63 feet to the POINT OF BEGINNING, and containing 0.01 acres (242 sq. ft.) more or less.

TRACT 45:

Part of Lot 8, Gold – Creek Subdivision, located in the Northeast Quarter of the Northwest Quarter of Section 5, Township 4 North, Range 13 West, Faulkner County, Arkansas, more particularly described as follows:

BEGINNING at a 2 1/2" Steel Cap found at the W 1/16 Corner of said Section 5; thence South 87°53'21" East a distance of 292.14 feet to the Western Right of Way of Sturgis Road as established by Gold – Creek Subdivision plat, Book A, page 117, as filed in Faulkner County; thence South 58°52'11" West a distance of 68.22 feet to the Southern Right of Way of Sidebottom Road as established by AHTD Job 080430; thence along said Southern Right of Way the following bearings and distances: North 72°51'07" West a distance of 41.47 feet; South 69°44'49" West a distance of 108.18 feet to the Eastern Right of Way of the Conway Loop as established by AHTD Job 080430; thence

South 25°24'23" East a distance of 51.62 feet; thence South 58°52'11" West a distance of 140.40 feet to the Western line of said Northeast Quarter of the Northwest Quarter; thence along said line, North 1°40'55" East a distance of 190.54 feet to the POINT OF BEGINNING, and containing 0.53 acres (22,901 sq. ft.) more or less as shown on AHTD plans referenced as Job 080430.

8. Gold Creek Baptist Church of Conway is a nonprofit corporation, organized and existing pursuant to the corporation laws of the State of Arkansas. It is also known as Gold Creek Baptist Church and also known as Trustees of Gold Creek Baptist Church. Defendants own various real estate, with full ownership interest to the various real properties affected and as described more particularly on the following pages:

TRACT 44:

Parts of the Northwest Quarter of the Northwest Quarter of Section 5, Township 4 North, Range 13 West and part of the South half of the Southwest Quarter of Section 32, Township 5 North, Range 13 West, all in Faulkner County, Arkansas, more particularly described as follows:

BEGINNING at a 2 1/2" Steel Cap found at the W 1/16 Corner of said Section 5; thence along the East line of said Northwest Quarter of the Northwest Quarter, South 1°40'55" West a distance of 207.35 feet to the Eastern Right of Way of Gold Crest Drive as established by AHTD Job 080430; thence along said Eastern Right of Way, South 39°53'00" West a distance of 88.28 feet; thence South 39°53'00" West a distance of 26.62 feet; thence South 0°51'00" West a distance of 240.90 feet; thence South 13°52'00" West a distance of 66.43 feet to the Western Right of Way of Gold Crest Drive as established by AHTD Job 080430; thence along said Western Right of Way the following bearings and distances: North 72°39'13" West a distance of 35.09 feet; North 7°30'00" East a distance of 102.90 feet; North 11°18'08" West a distance of 146.92 feet; North 9°01'29" East a distance of 126.65 feet; North 27°33'17" East a distance of 134.54 feet to the Western Right of Way of the Conway Loop as established by AHTD Job 080430; thence along said Western Right of Way the following bearings and distances: North 28°25'49" West a distance of 120.67 feet; thence North 29°47'46" West a distance of 85.30 feet; thence North 80°54'36" East a distance of 194.29 feet to the Eastern Right of Way of the Conway Loop as established by AHTD Job 080430; thence along said Eastern Right of Way, South 18°42'07" East a distance of 118.87 feet to the Northern Right of Way of Sidebottom Road as established by AHTD Job 080430; thence along said Northern Right of Way the following bearings and distances: North 78°20'43" East a distance of 85.60 feet; South 88°00'35" East a distance of 109.31

feet; North 20°14'26" East a distance of 30.67 feet to the Western Right of Way of Sturgis Road as established by a deed is found in deed book 338, page 271, as filed in Faulkner County; thence along said Western Right of Way, South 28°11'11" East a distance of 58.47 feet to the South line of said South Half of the Southwest Quarter; thence along said South line, North 87°53'21" West a distance of 295.61 feet to the POINT OF BEGINNING, and containing 1.48 acres (64,529 sq. ft.) more or less as shown on AHTD plans referenced as Job 080430.

9. Plaintiff, in the process of planning and developing sufficiently wide and safe roads, streets, boulevards and necessary rights of way within the statutory territorial areas relative to the corporate limits of Conway as set out in A.C.A. § 18-15-201(a)(2), has found and determined that it is necessary for public purposes to acquire the real properties owned by the Separate Defendants described above upon which to construct and maintain said roadways, streets, boulevards and necessary rights of way and easements. Having acquired other real property adjacent to Defendants' respective parcels, it is necessary for public purposes to acquire the real properties owned by the Separate Defendants described above upon which to construct and maintain said roadways, streets, boulevards and necessary rights of way and easements. Because Plaintiff has established a legitimate public purpose for said properties, Plaintiff is empowered under Ark. Code Ann. §18-15-201 to seek condemnation of Separate Defendants' properties as described herein. To secure the properties and comply with statutory provisions, Plaintiff posted the total of the appraised values of the \_\_\_\_\_ ( ) parcels and the applicable Temporary Construction Easements belonging to the respective Separate Defendants.

10. To secure timely access to said real properties, however, it is necessary that eminent domain authority be declared, established, and exercised for the purpose

of the construction, maintenance, and public use of the improved roadway, streets, boulevards, rights of way, and appropriate appurtenances developed thereto. As well and on behalf of the public, Plaintiff must continue ownership and control of the real property described herein, currently owned by Defendants, as necessary for the public purposes of continued maintenance, traffic control, safety, and public utility services throughout the affected areas and properties described herein.

11. Any delay in the determination of the question in controversy will delay, retard, and could prohibit the construction of the improved roads, streets, boulevards rights of way, and utility easements associated with the Project. Plaintiff, in its efforts to properly address the matter, has obtained a professional appraisal for the value of Separate Defendants' respective real properties in question. As evidenced by said appraisals, just compensation of Separate Defendants' respective real properties as affected by Plaintiff's exercise of eminent domain rights is as outlined herein:

Parcel One:	Maynard	\$	____.00
Parcel Two:	Gold Creek Baptist Church	\$	_____
	TOTAL:	\$	_____

12. As such and concurrent with the filing of the Application, Plaintiff deposited into the Registry of this Court the total sum of \_\_\_\_\_Dollars (\$\_\_\_\_.00) for the purpose of providing just compensation payment of any damages suffered by the original Separate Defendants in Plaintiff's exercise of eminent domain powers. Plaintiff further petitions this Court for an Order for Immediate Possession of Lands to insure that no additional delay will result in the loss of construction and development of

Plaintiff's proposed street improvements, utility relocations, and Easement and Rights of Way.

13. Plaintiff is further in need of Temporary Construction Easements for the Project, as more particularly described herein, from certain Separate Defendants as identified and detailed below:

*PARCEL ONE:*

AHTD Job 080430, Tract 62

GARY AND MARTHA MAYNARD (AND ALL OTHER HEIRS AND INTERESTED PARTIES):

Part of the Northwest Quarter of the Southwest Quarter of Section 32, Township 5 North, Range 13 West, Faulkner County, Arkansas, more particularly described as follows:

Commencing at a 5" x 5" Stone found at the S 1/16 Corner of said Section 32 and 31; thence along the South line of said Northwest Quarter of the Southwest Quarter, South 88°10'41" East a distance of 112.10 feet; thence North 45°00'59" East a distance of 277.34 feet to the Western Right of Way of the Conway Loop as established by AHTD Job 080430 and the POINT OF BEGINNING; thence along said Western Right of Way, North 26°50'33" West a distance of 142.29 feet to the Western Right of Way of Sturgis Road as established by AHTD Job S-23-1; thence along said Western Right of Way, South 46°15'05" East a distance of 135.25 feet; thence South 45°00'59" West a distance of 47.29 feet to the POINT OF BEGINNING and containing 0.07 acres (3,198 sq. ft.) more or less as shown on AHTD plans referenced as Job 080430.

*PARCEL TWO:*

AHTD Job 080430, Tracts 41, 44 & 45

TRUSTEES OF GOLD CREEK BAPTIST CHURCH

TRACT 41:

Parts of Lot 8, Gold – Creek Subdivision, located in the Northeast Quarter of the Northwest Quarter of Section 5, Township 4 North, Range 13 West, Faulkner County, Arkansas, more particularly described as follows:

Commencing at a 2 1/2" Steel Cap found at the W 1/16 Corner of said Section 5, thence along the West line of said Northeast Quarter of the Northwest Quarter, South 1°40'55"



West a distance of 240.54 feet to the South line of said Lot 8, as established by Gold – Creek Subdivision, Book A, Page 117, as filed in Faulkner County; thence North 60°05'15" East a distance of 29.33 feet to the Western Right of Way of the Conway Loop as established by AHTD Job 080430 and the POINT OF BEGINNING; thence continuing North 60°05'15" East a distance of 133.63 feet to the Eastern Right of Way of the Conway Loop as established by AHTD Job 080430; thence along said Eastern Right of Way, South 35°18'58" East a distance of 105.55 feet to the South line of said Lot 8; thence along said South line, North 88°37'29" West a distance of 156.16 feet to the Western Right of Way of the Conway Loop as established by AHTD Job 080430; thence along said Western Right of Way, North 52°48'35" West a distance of 26.03 feet to the POINT OF BEGINNING, and containing 0.19 acres (8,210 sq. ft.) more or less,

And also:

Commencing at a 2 1/2" Steel Cap found at the W 1/16 Corner of said Section 5, thence along the West line of said Northeast Quarter of the Northwest Quarter, South 1°40'55" West a distance of 240.54 feet to the South line of said Lot 8, as established by Gold – Creek Subdivision, Book A, Page 117, as filed in Faulkner County; thence North 60°05'15" East a distance of 350.65 feet to the Southern Right of Way of Sidebottom Road as established by AHTD Job 080430 and the POINT OF BEGINNING; thence continuing North 60°05'15" East a distance of 21.54 feet to the Western Right of Way of Sturgis Road as established by Gold – Creek Subdivision plat, Book A, Page 117, as filed in Faulkner County; thence along said Western Right of Way, South 28°11'11" East a distance of 22.43 feet to the Southern Right of Way of Sidebottom Road as established by AHTD Job 080430; thence along said Southern Right of Way, North 72°51'07" West a distance of 30.63 feet to the POINT OF BEGINNING, and containing 0.01 acres (242 sq. ft.) more or less.

TRACT 45:

Part of Lot 8, Gold – Creek Subdivision, located in the Northeast Quarter of the Northwest Quarter of Section 5, Township 4 North, Range 13 West, Faulkner County, Arkansas, more particularly described as follows:

BEGINNING at a 2 1/2" Steel Cap found at the W 1/16 Corner of said Section 5; thence South 87°53'21" East a distance of 292.14 feet to the Western Right of Way of Sturgis Road as established by Gold – Creek Subdivision plat, Book A, page 117, as filed in Faulkner County; thence South 58°52'11" West a distance of 68.22 feet to the Southern Right of Way of Sidebottom Road as established by AHTD Job 080430; thence along said Southern Right of Way the following bearings and distances: North 72°51'07" West a distance of 41.47 feet; South 69°44'49" West a distance of 108.18 feet to the Eastern Right of Way of the Conway Loop as established by AHTD Job 080430; thence South 25°24'23" East a distance of 51.62 feet; thence South 58°52'11" West a distance of 140.40 feet to the Western line of said Northeast Quarter of the Northwest Quarter;

thence along said line, North 1°40'55" East a distance of 190.54 feet to the POINT OF BEGINNING, and containing 0.53 acres (22,901 sq. ft.) more or less as shown on AHTD plans referenced as Job 080430.

Gold Creek Baptist Church of Conway

TRACT 44:

Parts of the Northwest Quarter of the Northwest Quarter of Section 5, Township 4 North, Range 13 West and part of the South half of the Southwest Quarter of Section 32, Township 5 North, Range 13 West, all in Faulkner County, Arkansas, more particularly described as follows:

BEGINNING at a 2 1/2" Steel Cap found at the W 1/16 Corner of said Section 5: thence along the East line of said Northwest Quarter of the Northwest Quarter, South 1°40'55" West a distance of 207.35 feet to the Eastern Right of Way of Gold Crest Drive as established by AHTD Job 080430; thence along said Eastern Right of Way, South 39°53'00" West a distance of 88.28 feet; thence South 39°53'00" West a distance of 26.62 feet; thence South 0°51'00" West a distance of 240.90 feet; thence South 13°52'00" West a distance of 66.43 feet to the Western Right of Way of Gold Crest Drive as established by AHTD Job 080430; thence along said Western Right of Way the following bearings and distances: North 72°39'13" West a distance of 35.09 feet; North 7°30'00" East a distance of 102.90 feet; North 11°18'08" West a distance of 146.92 feet; North 9°01'29" East a distance of 126.65 feet; North 27°33'17" East a distance of 134.54 feet to the Western Right of Way of the Conway Loop as established by AHTD Job 080430; thence along said Western Right of Way the following bearings and distances: North 28°25'49" West a distance of 120.67 feet; thence North 29°47'46" West a distance of 85.30 feet; thence North 80°54'36" East a distance of 194.29 feet to the Eastern Right of Way of the Conway Loop as established by AHTD Job 080430; thence along said Eastern Right of Way, South 18°42'07" East a distance of 118.87 feet to the Northern Right of Way of Sidebottom Road as established by AHTD Job 080430; thence along said Northern Right of Way the following bearings and distances: North 78°20'43" East a distance of 85.60 feet; South 88°00'35" East a distance of 109.31 feet; North 20°14'26" East a distance of 30.67 feet to the Western Right of Way of Sturgis Road as established by a deed is found in deed book 338, page 271, as filed in Faulkner County; thence along said Western Right of Way, South 28°11'11" East a distance of 58.47 feet to the South line of said South Half of the Southwest Quarter; thence along said South line, North 87°53'21" West a distance of 295.61 feet to the POINT OF BEGINNING, and containing 1.48 acres (64,529 sq. ft.) more or less as shown on AHTD plans referenced as Job 080430.

Compensation for said Temporary Construction Easements has been included in the amounts designated to the aforementioned Separate Defendants as specified in Paragraphs 11 and 12 of this Petition.

WHEREFORE, Plaintiff prays that this Court enter an Order giving Plaintiff Immediate Possession of the respective real estate parcels as described herein; that eminent domain authority be declared for transfer of ownership of the real properties described herein from Separate Defendants to Plaintiff for public purposes, in this circumstance for the development, construction, maintenance, and operation of improved road, street and boulevard Rights of Way, easement relocation and Rights of Way, and for other necessary and proper public purposes and all applicable appurtenances thereto, now and at different times in the future; that, upon a final determination of same, Separate Defendants' damages be ascertained in the manner provided by law to amount to the just compensation for said real properties in the total amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00); for issuance of Temporary Construction Easements for the properties as described herein; and, for any and all other such relief to which Plaintiff may be entitled.

Respectfully Submitted,

CITY OF CONWAY, ARKANSAS

BY: \_\_\_\_\_

Mike Murphy  
City Attorney  
1234 Main Street  
Conway, AR 72034  
(501) 450-6193  
Ark. Bar No. 86203

**VERIFICATION**

STATE OF ARKANSAS     )  
  )  
COUNTY OF FAULKNER    )

KNOW ALL BY THESE PRESENT:

That We, Tab Townsell, Mayor of the City of Conway, Arkansas, and Mike Garrett, City Clerk of the City of Conway, Arkansas, state under oath that we have read the foregoing Application for Condemnation and state that the matters and allegations contained therein are true and correct to the best of our knowledge and belief.

\_\_\_\_\_  
Tab Townsell, Mayor  
City of Conway, Arkansas

Attest:

\_\_\_\_\_  
Mike Garrett, City Clerk  
City of Conway, Arkansas

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of August, 2013.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_



# MEMO

**TO:** Mayor Tab Townsell  
City Council Members

**FROM:** Steve Ibbotson

**DATE:** August 7<sup>th</sup>, 2013

**SUBJECT:** Rogers Plaza Bid Opening

**Message:**

The City of Conway Parks & Recreation Department in conjunction with Crafton Tull & Associates solicited bids for the Rogers Plaza and Entry Archway Project on August 5<sup>th</sup>, 2013 @ City Hall in the downstairs Conference Room.

The following bids were submitted:

Corco Construction	\$509,000
Shields & Associates	\$559,000
Township Builders	\$610,590
Bell Construction	\$629,820


Attached are detailed bid tabulations. The Parks & Recreation Department recommends accepting the low bid from Corco Construction for the Rogers Plaza and Entry Archway Project in the amount of \$509,000. This project will be funded by the Advertising and Promotion Commission & the City of Conway Parks & Recreation A&P funds.

Please advise if you have any questions.

Thank you for your consideration.

Steve Ibbotson  
Parks Director



<b>CRAFTON, TULL &amp; ASSOCIATES, INC.</b>					
CTA JOB NO. 13801300	<b>ROGERS PLAZA AND ENTRY ARCHWAY</b>				
	<b>Conway, AR</b>				
<b>Bid Date:</b> August 5, 2013		<b>BELL CONSTRUCTION</b>	<b>CORCO CONSTRUCTION</b>	<b>SHIELDS &amp; ASSOCIATES</b>	<b>TOWNSHIP BUILDERS</b>
<b>Bid Time:</b> 2:00 PM		AR LICENSE NO: <b>0014780214</b>	AR LICENSE NO: <b>031656014</b>	AR LICENSE NO: <b>0172580114</b> (not on bid form announced from memory)	AR LICENSE NO: <b>0039640614</b>
<b>Location:</b> City of Conway 1201 Oak Street Conway, AR 72032		ADDENDUM NO. 1 RECEIVED: <input checked="" type="radio"/> Y <input type="radio"/> N	ADDENDUM NO. 1 RECEIVED: <input checked="" type="radio"/> Y <input type="radio"/> N	ADDENDUM NO. 1 RECEIVED: <input checked="" type="radio"/> Y <input type="radio"/> N	ADDENDUM NO. 1 RECEIVED: <input checked="" type="radio"/> Y <input type="radio"/> N
		ADDENDUM NO. 2 RECEIVED: <input checked="" type="radio"/> Y <input type="radio"/> N	ADDENDUM NO. 2 RECEIVED: <input checked="" type="radio"/> Y <input type="radio"/> N	ADDENDUM NO. 2 RECEIVED: <input checked="" type="radio"/> Y <input type="radio"/> N	ADDENDUM NO. 2 RECEIVED: <input checked="" type="radio"/> Y <input type="radio"/> N
		ADDENDUM NO. 3 RECEIVED: <input checked="" type="radio"/> Y <input type="radio"/> N	ADDENDUM NO. 3 RECEIVED: <input checked="" type="radio"/> Y <input type="radio"/> N	ADDENDUM NO. 3 RECEIVED: <input checked="" type="radio"/> Y <input type="radio"/> N	ADDENDUM NO. 3 RECEIVED: <input checked="" type="radio"/> Y <input type="radio"/> N
		ADDENDUM NO. 4 RECEIVED: <input checked="" type="radio"/> Y <input type="radio"/> N	ADDENDUM NO. 4 RECEIVED: <input checked="" type="radio"/> Y <input type="radio"/> N	ADDENDUM NO. 4 RECEIVED: <input checked="" type="radio"/> Y <input type="radio"/> N	ADDENDUM NO. 4 RECEIVED: <input checked="" type="radio"/> Y <input type="radio"/> N
<b>BID SECURITY</b>	<b>5% of Max Bid Price</b>	BID SECURITY ATTACHED:	BID SECURITY ATTACHED:	BID SECURITY ATTACHED:	BID SECURITY ATTACHED:
		<input checked="" type="radio"/> YES <input type="radio"/> NO	<input checked="" type="radio"/> YES <input type="radio"/> NO	<input checked="" type="radio"/> YES <input type="radio"/> NO	<input checked="" type="radio"/> YES <input type="radio"/> NO
<b>BASE BID</b>		<b>\$629,820.00</b>	<b>\$509,000.00</b>	<b>\$559,000.00</b>	<b>\$610,590.00</b>
<b>UNIT PRICES:</b>					
<b>1.0 Asphalt Paving: Add \$/S.Y.</b>		<b>\$7,645.00</b>	<b>\$9,000.00</b>	<b>\$9,100.00</b>	<b>\$50.00</b>
<b>2.0 Undercut \$/CY</b>		<b>\$2,526.00</b>	<b>\$3,000.00</b>	<b>\$1,800.00</b>	<b>\$30.00</b>
<b>Bids Certified by:</b> 	Frank Riggins, ASLA, Crafton, Tull & Associates, Inc.			Date: <u>8/6/13</u>	



# Memo

To: Mayor Tab Townsell  
 City Council Members  
 From: Chief Brian Moix  
 Date: Tuesday, August 13, 2013  
 Re: Disposal/Removal from Inventory

The Conway Fire Department would like to request the removal of this item from our inventory listing and dispose of it as stated.

NEW LISTING OF DISPOSALS 2013	Tag #	Purchase	Curr. Dept	Accum. Depr	Book Value	Dispose Action
1996 Pierce Pumper (E-6)	1988	\$227,774.33	Fire			Trade-In

The 1996 Pierce Pumper will be traded in to G&W Diesel Services, Inc. at a value of \$12,000 towards the purchase of a new Pierce Pumper.

Thank you for your consideration.



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

**AN ORDINANCE AUTHORIZING AN INCREASE IN FULL TIME PERSONNEL FOR THE ANIMAL WELFARE DEPARTMENT AND FOR OTHER PURPOSES:**

**Whereas**, The City of Conway Animal Welfare Department currently has six (6) full time authorized personnel and;

**Whereas**, the Animal Welfare Department requests to reclassify one (1) part time kennel tech position to a full time kennel tech position.

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

**Section 1.** The City of Conway shall increase the authorized sworn personnel for the Animal Welfare Department from 6 to 7.

**Section 2.** The City of Conway shall appropriate \$7,189 from the general fund balance appropriation account 001.119.4900 into the following Animal Welfare Department expenditure accounts for the remainder of the 2013 fiscal budget year.

001.121.5111	Salaries	\$3,312
001.121.5140	Pension	\$ 535
001.121.5161	Insurance	\$ 3,000
001.121.5170	FICA	\$237
001.121.5181	Workers Comp	\$105

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

**PASSED** this 13<sup>th</sup> day of August, 2013.

**Approved:**

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

**Attest:**

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



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

**AN ORDINANCE AUTHORIZING AN INCREASE IN SWORN PERSONNEL FOR THE CONWAY POLICE DEPARTMENT AND FOR OTHER PURPOSES:**

**Whereas**, The City of Conway Police Department currently has 114 authorized sworn personnel and;

**Whereas**, the City of Conway Police Department requests to add two additional School Resource Officers and one K9 Officer to the Conway Public Schools but does not currently have adequate manpower to allocate these three slots and;

**Whereas**, the Conway Public Schools has agreed to amend the annual contract between the city and the school district to add these additional three positions in the schools and to increase the annual payment to the city to cover half of the salary costs for the positions for the 2013/2014 school year and;

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

**Section 1.** The City of Conway shall increase the authorized sworn personnel for the Conway Police Department from 114 to 117 and;

**Section 2.** The City of Conway shall appropriate \$66,380 from the general fund balance appropriation account 001.119.4900 into the following Conway Police Department expenditure accounts for the remainder of the 2013 fiscal budget year:

001.121.5112	Uniformed Salaries	\$41,064
001.121.5140	LOPFI	\$14,483
001.121.5161	Insurance	\$6,503
001.121.5170	FICA	\$3,141
001.121.5180	Unemployment	\$405
001.121.5181	Workers Comp	\$784

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

**PASSED** this 13<sup>th</sup> day of August, 2013.

**Approved:**

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

**Attest:**

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

## MEMORANDUM

**TO:** Mayor Tab Townsell

**FROM:** Chief AJ Gary

**DATE:** July 24, 2013

**SUBJECT:** Request for additional authorized positions

The purpose of this memo is to notify you of my intent to seek approval, through City Council, to increase the Conway Police Departments authorized sworn positions from 114 to 117. In addition, I am requesting to reclassify a PT Kennel Tech at the Animal Welfare Unit to a Full time position.

If approved, the 3 (three) new authorized sworn positions would be allocated to the Conway Public Schools to increase coverage in the Middle Schools and Junior High. Dr. Murray has expressed his desire to move forward with the increase of SRO's as well. The request for reclassification of the Part Time Kennel Tech to an additional Full Time Kennel is needed to properly care for the number of animals that come through the shelter and to assist the Veterinarian during surgeries.

The total estimated cost to the city for FY 2013 would be \$73,569 for these positions. Beginning in FY 2014, the total increase to the city would be \$175,916.68 minus reimbursement from Conway Schools of \$81,278.70 for a total of \$94,637.98.

I appreciate your consideration.



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

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

**WHEREAS**, the Conway Police Department needs approximately \$4,000 to pay for temporary contract labor services to help us prepare for our 2013 Calea Assessment 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 \$4,000 from the Asset Forfeiture Fund Balance Appropriation account 250-000-4900, into the Asset Forfeiture Law Enforcement equipment repair expenditure account, 250-121-5299.

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

**PASSED** this 13<sup>th</sup> day of August, 2013.

**Approved:**

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

**Attest:**

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





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

**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:

Secret Service	\$567.33	Reimbursement funds
Various Citizens	\$1,350	Collision Avoidance Training
Wal-Mart	\$2,200	Donation funds
General Motors	\$1,000	Donation funds
DEA	\$1,572.48	Reimbursement funds
Municipal Vehicle Program	\$2489.78	Insurance Proceeds
Public processing	\$1,332.00	Auction proceeds
Boehringer Ingelheim	\$167.72	AWU Rebate

**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 accept reimbursement funds totaling \$567.33 and appropriate from 001.121.4186 to the Conway Police Department's office miscellaneous supplies expense account, 001.121.5699.

**Section 2.** The City of Conway shall accept funds totaling \$1,350 from various citizens and \$1,000 from Wal-mart for the Collision Avoidance Training that the Department is hosting and appropriate from 001.121.4184 to the Conway Police Department's training expense account, 001.121.5750, for training materials.

**Section 3.** The City of Conway shall accept donation funds totaling \$2,000 from Wal-Mart and \$200 from General Motors for the annual child safety fair from account, 001.119.4705, and appropriate to the Conway Police Department's miscellaneous supplies expense account, 001.121.5699.

**Section 4.** The City of Conway shall appropriate funds from DEA in the amount of \$1,572.48 from 001.121.4186 and appropriate to the Conway Police Department's overtime account, 001.121.5114 for reimbursement of employee's time spent on joint task force.

**Section 5.** The City of Conway shall appropriate funds from the AR Municipal League Vehicle Program in the amount of \$24879.78 from 001.119.4360 to the Conway Police Department's vehicle maintenance expense account, 001.121.5450 to pay for repairs to damaged vehicles.

**Section 6.** The City of Conway shall appropriate funds from Public Processing in the amount of \$1,332.00 from 001.121.4799 to the Conway Police department's vehicle maintenance expense account, 001.121.5450.

**Section 7.** The City of Conway shall appropriate funds from Boehringer Ingelheim in the amount of \$167.72 from 001.121.4799 to the Conway Animal Welfare Unit's spay/neuter miscellaneous supplies expense account, 223.127.5699.

**Section 8.** All ordinances in conflict herewith are repealed to the extent of the conflict.

**PASSED** this 13<sup>th</sup> day of August, 2013.

**Approved:**

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**Mayor Tab Townsell**

**Attest:**

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

**MEMORANDUM**

**TO:** City Council Members/Mayor Tab Townsell

**FROM:** Chief Gary

**DATE:** August 5, 2013

**SUBJECT:** 2013 Justice Assistance Grant

Please accept this as official notification that the Conway Police Department and Faulkner County Sheriff's department have jointly filed for the 2013 Justice Assistance Grant (JAG grant). The total amount of this award, if granted, is \$23,097 which would be split equally between both agencies. There is no requirement for matching funds.

The Conway Police Department plans to use their portion of the grant proceeds, \$11,548.50, for the purchase of thirteen patrol rifles in efforts to enhance the safety of officers and citizens.



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

**AN ORDINANCE APPROPRIATING FUNDS TO REFLECT NEW MARKET RATE ESTABLISHED BY THE 2013 JESAP SALARY STUDY; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES**

**WHEREAS**, The City Council of the City of Conway voted on August 6, 2013 to move certain full time non-elected employees to the market rate established by the 2013 JESAP Salary Study on specific positions, to be effective January 1, 2013; and

**WHEREAS**, The 2013 General Fund, Street and Sanitation budgets for the City were adopted absent of the funds needed to implement these new salary levels.

**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 as follows for the updated salary scales:

General Fund	\$103,649
Street	\$35,880
Sanitation	\$9,302
<b>Total</b>	<b>\$148,831</b>

**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; 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 13<sup>th</sup> day of August, 2013.

**Approved:**

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

**Attest:**

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

Classification	Employee Name	Current Salary	Market Rate	Proposed
Human Resources Director		\$66,574	\$77,174	
Communication Telecom Engineer		\$39,575	\$59,399	
Asst. Parks & Recreation Director		\$53,483	\$59,025	
Deputy Director of Planning & Development		\$43,910	\$56,568	
Computer Support Specialist Supervisor		\$37,938	\$46,785	
Complex Manager II		\$34,666	\$40,547	
Network System Administrator		\$53,483	\$62,000	
Code Enforcement Officer I		\$29,757	\$31,948	
Code Enforcement Officer I		\$29,757	\$31,948	
Planning & Development Director		\$79,665	\$81,167	
Planner		\$45,796	\$47,838	
Planning Tech/Webmaster		\$36,460	\$37,089	
Administrative Assistant II		\$36,680	\$37,498	
Administrative Assistant II		\$33,029	\$37,498	
Administrative Assistant II		\$33,038	\$37,498	

*Building Inspector		\$37,937	\$38,966	
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Law Office Administrator		\$46,082	\$43,489	no change
GIS Coordinator		\$46,938	\$46,221	no change
Building Inspector		\$42,856	\$38,966	no change
Computer Support Specialist		\$38,085	\$37,089	no change
Administrative Assistant I		\$33,500	\$32,714	no change

City Engineer		\$81,151	\$83,485	*
Traffic Engineer		\$65,145	\$73,879	*
Civil Engineer		\$43,665	\$51,660	
Staff Engineer		\$63,237	\$67,774	*
Traffic Signal Technician		\$33,029	\$41,000	
Traffic Signal Manager		\$57,041	\$53,080	no change

Sanitation Director		\$79,665	\$85,680	
Administrative Assistant II		\$35,328	\$37,498	

Jan 1 - Present		
Gross	Taxes/Pen	Total cost
6,115	835	\$ 6,950
11,437	1,561	\$ 12,998
3,197	436	\$ 3,634
7,303	997	\$ 8,300
5,104	697	\$ 5,801
3,393	463	\$ 3,856
4,914	671	\$ 5,584
1,264	173	\$ 1,437
1,264	173	\$ 1,437
867	118	\$ 985
1,178	161	\$ 1,339
363	50	\$ 412
472	64	\$ 536
2,578	352	\$ 2,930
2,573	351	\$ 2,924
594	81	\$ 675

Today - Dec 31, 2013			
Gross	Taxes/Pen	Total cost	
4,485	612	\$ 5,097	\$ 12,047
8,387	1,145	\$ 9,532	\$ 22,530
2,345	320	\$ 2,665	\$ 6,298
5,355	731	\$ 6,086	\$ 14,386
3,743	511	\$ 4,254	\$ 10,055
2,488	340	\$ 2,828	\$ 6,684
3,603	492	\$ 4,095	\$ 9,680
927	127	\$ 1,053	\$ 2,490
927	127	\$ 1,053	\$ 2,490
635	87	\$ 722	\$ 1,707
864	118	\$ 982	\$ 2,321
266	36	\$ 302	\$ 715
346	47	\$ 393	\$ 930
1,891	258	\$ 2,149	\$ 5,079
1,887	258	\$ 2,144	\$ 5,069
435	59	\$ 495	\$ 1,169

**General**      \$ 59,797      \$ 43,851      \$ 103,649

1,347	184	\$ 1,530
5,039	688	\$ 5,727
4,613	630	\$ 5,242
2,618	357	\$ 2,975
4,599	628	\$ 5,226

987	135	\$ 1,122	\$ 2,653
3,695	504	\$ 4,200	\$ 9,926
3,383	462	\$ 3,844	\$ 9,086
1,920	262	\$ 2,182	\$ 5,156
3,372	460	\$ 3,833	\$ 9,059

**Street**      \$ 20,700      \$ 15,180      \$ 35,880

3,470	474	\$ 3,944
1,252	171	\$ 1,423

2,545	347	\$ 2,892	\$ 6,836
918	125	\$ 1,043	\$ 2,466

**Sanitation**      \$ 5,367      \$ 3,936      \$ 9,302

**Total**      \$ 85,864      \$ 62,967      \$ 148,831

\*Market Rate Column includes Johanson Group's recommendations