



City of Conway Council Agenda

<u>Council Meeting Date:</u>	April 12th, 2016
<u>5:30pm Committee Meeting:</u>	Presentation by CATA Tennis Facility @Laurel Park
<u>6:30pm:</u>	Council Meeting
<u>Call to Order:</u>	Mayor Tab Townsell
<u>Roll Call:</u>	City Clerk/Treasurer Michael O. Garrett
<u>Minutes Approval:</u>	March 22 nd , 2016

Mayor Tab Townsell
City Clerk Michael O. Garrett
City Attorney Chuck Clawson

City Council Members

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

1. Report of Standing Committees:

A. Public Hearing

1. Public hearing to discuss the closing of a portion of street right of way located in the northwestern portion of Round Mountain Subdivision.
 - a. Ordinance closing the street right of way located in the northwestern portion of Round Mountain Subdivision.
2. Public hearing to discuss a mosquito abatement control program for the City of Conway.
 - a. Ordinance appropriating funds and entering into an agreement for a mosquito control abatement control program.

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

1. Consideration to approve two new commissioners for the Advertising and Promotion Commission.
2. Consideration to enter into an agreement with University of Arkansas Cooperative Extension Services for horticulture related programming.
3. Consideration to approve the 2013 Audit for the City of Conway presented by BKD.
4. Ordinance amending Ord. No. O-16-16, restating the interest rate and banking institution a promissory note to provide financing for certain infrastructure improvement for the Street Department.
5. Ordinance appropriating funds for incurred expenses related to the review of a location for a community/recreation center.

6. Consideration to amend the contract with Garver Engineering for professional services for the T-Hangar construction located at Cantrell Field.
7. Consideration to enter into an agreement with Entergy to relocated utilities for the Baker Willis Parkway – South Interchange project.
8. Consideration to approve the appraisal for property located at Salem and College (2901 College Avenue) for the potential construction of a roundabout.
9. Ordinance appropriating grants funds received for the Spencer Street Brownfield cleanup project.
10. Ordinance accepting and appropriating donation funds for the Conway Tree Board.
11. Ordinance annexing certain lands which have been completely surrounded by incorporated limits of the City of Conway.
12. Ordinance to rezone property (Central Baptist College) in various locations in the Boulevard Addition and Davies and Garvins Annex from R2-A to S-1.

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

1. Consideration to enter into an agreement with KONE for elevator services for various locations for the City of Conway.
2. Consideration to determine how to proceed with construction services related to the Conway Event Center.
3. Ordinance authorizing a personnel change with the Conway Parks & Recreation Department.
4. Consideration to approve an offer and acceptance of property (Hiegel/Joyner property) located off South German Lane.
5. Consideration to enter into an easement agreement with Conway Regional regarding the Tucker Creek Trail. ***(Agreement will be provided at meeting)***
6. Ordinance amending the tire storage regulations of the City of Conway.

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

1. Ordinance accepting and appropriating funds to cover travel for the 9th Judicial District Court DWI team.
2. Consideration to dispose of inventory (vehicles) for the Conway Police Department.
3. Ordinance appropriating reimbursement funds from various entities for the Conway Police Department.
4. Ordinance waiving bids for the purchase of tasers from Taser International for the CPD.
5. Ordinance waiving bids for the purchase of concealment vests from Teeco Safety for the CPD.

E. Personnel

1. Ordinance authorizing the reclassification of a vacant position in the Administration Department.
2. Ordinance appropriating funds for civil service expenses for promotional testing for fire and police.

Adjournment

City of Conway Tennis Center at Laurel Park



Proposal for a New Recreational & Tournament Tennis Facility

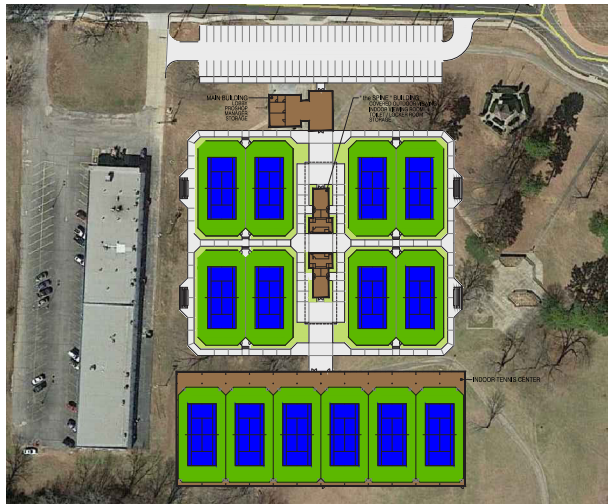
Presented by CATA
February, 29 2016



CONWAY AREA
TENNIS
ASSOCIATION

City of Conway Tennis Center at Laurel Park

Proposal for a New Recreational & Tournament Tennis Facility



BACKGROUND

Conway tennis facilities are inadequate for the needs of the community. Compared to other similar-sized cities, Conway is dramatically lagging in providing families opportunities for tennis play. Currently, organized tennis is not possible in Conway, greatly decreasing the citizens' opportunities for community events, physical activity, and resulting economic stimulation. The Conway Area Tennis Association (CATA) and many other Conway area residents are supporting the development of a new tennis facility.



Laurel Park, current tennis courts

OBJECTIVE: For the city to prioritize funding for an indoor/outdoor family tennis and tournament facility.

Conway Area Tennis Association (CATA) has brought together a community coalition to facilitate this proposed development including representatives from schools and colleges, city parks, U.S. Tennis Association (USTA), businesses, and Conway residents. Additionally, representatives from surrounding smaller cities in the Conway area are supportive and involved with this plan. Considerable planning for this development has been accomplished and we now have a concrete plan for action. **We request funding for a new tennis facility to include indoor and outdoor courts to provide year round play.**

SCOPE

The City of Conway Tennis Center at Laurel Park is a NEW Indoor/Outdoor Tennis Complex with the goal of promoting and providing up-to-date facilities for Conway's, and the surrounding areas', ever increasing commitment to the sport of tennis.

The project consists of:

- 3,400 square foot entry building
- 2,600 square foot locker room and indoor/outdoor covered viewing "spine"
- Eight outdoor tennis courts
- 50,000 square foot center with six indoor tennis courts
- Parking
- Landscaping

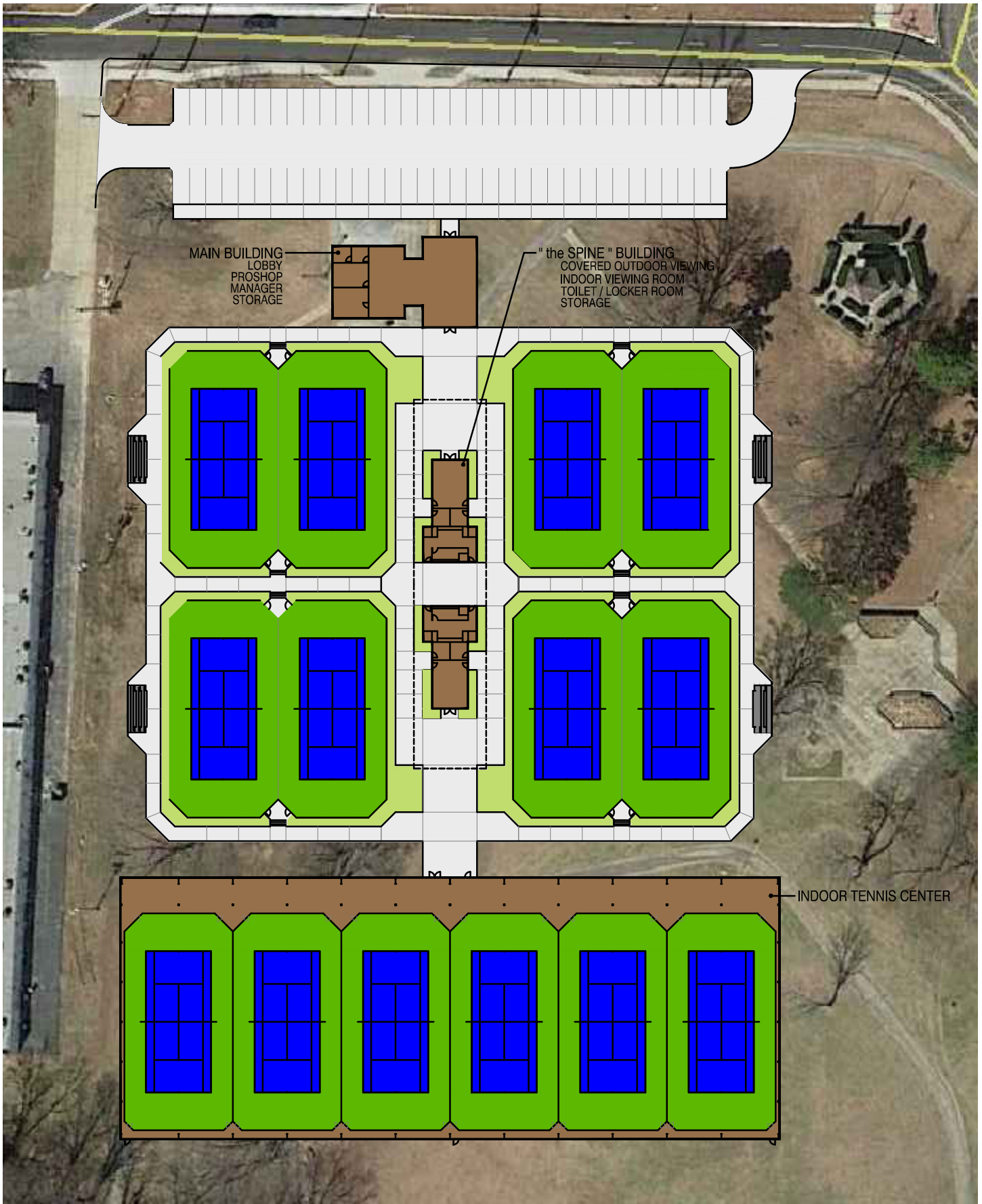
The entry building houses the lobby/gallery, the pro-shop and the manager.

The locker room and indoor/outdoor covered viewing "spine" is surrounded by the eight outdoor tennis courts and it's not only convenient to the players but it also provides clear court viewing.

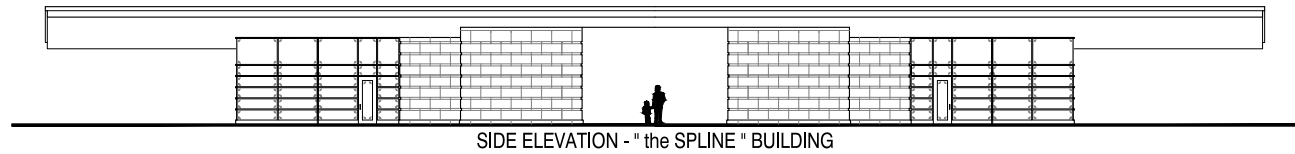
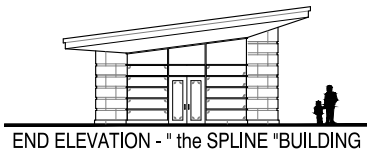
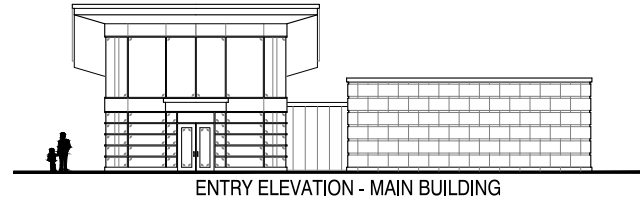
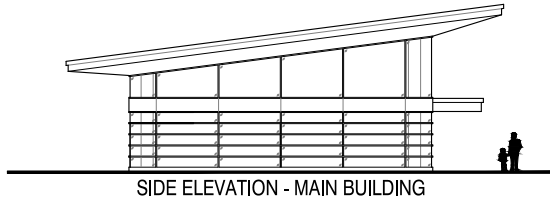
The indoor tennis court center contains six indoor tennis courts, a lobby, locker rooms and features the elevated viewing platform. We have estimated a cost of \$6 million.

TIME FRAME: We request 2016 budgeting for a 2017 start time for this project.

Proposed Plan for City of Conway Tennis Center at Laurel Park



Proposed Plan for City of Conway Tennis Center at Laurel Park- Elevations



CONWAY TENNIS CENTER
CONWAY, ARKANSAS

CRITICAL NEEDS

- Lack of Facilities**
 Based on a city population of 50,000, **50 tennis courts are needed** (data from USTA). Currently there are only 8 public tennis courts scattered throughout the Conway City limits. The number of indoor courts that are recommended is **1 per 10,000 residents**. Currently there are no indoor public courts in Conway. Clearly, this is insufficient for the needs of our City and to provide year round physical activity opportunities for all.
- Area Players Leave Conway to Play in Little Rock**
 Currently, Conway area tennis players drive to Little Rock to meet and play in Little Rock leagues at a variety of facilities. It is difficult to form Conway leagues or teams due to lack of practice or match space. Also, other city teams refuse to play in Conway due to its lack of facilities.
- Poor Quality of Existing Facilities**
 Existing courts are inadequate in number and in quality. There are only 8 public courts none of which can be reserved. Conway has not built a court in over 14 years, yet our population has increased dramatically. Existing courts all have deep cracks and uneven surfaces are a major safety hazard.
- Poor Outdoor Lighting Decreases Usage**
 Outdoor lighting on existing courts is inadequate for most of the courts. In the heat of the summer, courts would be used more in the cooler evening hours if lighted courts were available.
- Lack of Monitored Facility**
 With no monitored city-owned facility in Conway, existing courts are open to vandalism and misuse.
- Limited League Tennis Opportunities**
 There are not enough courts at any one site to host league team tennis matches.
- Inability to Host Tournaments**
 Since there is no monitored facility with enough courts, it is impossible to hold tennis tournaments or U.S.T.A.- sanctioned play, causing Conway to lose precious visitor dollars.
- No Reservable Public Tennis Courts**
 It is not possible to reserve any city tennis courts in Conway today. The ability to reserve the three private courts at Hendrix is limited to the general public and is very costly.
- Lost Tennis Learning Opportunities**
 Children, adults and seniors have limited opportunities to learn the life-long sport of tennis. Virtually all tennis pros have left Conway due to the lack of facilities. And existing pros have waiting lists.

BENEFITS

- Encourage Growth of Tennis**
 Growing tennis in Conway is currently very restricted, limiting opportunities for our children, students, adults, and older adults to engage in lifelong physical activity. Having a state-of-the-art facility would support the sport as well as attract out-of-town players and families to the community.
- Year-round Opportunities to Play**
 This plan will benefit all Conway citizens by providing a facility for year-round play.
- Economic Development**
 Tennis is big business! It is estimated that **\$150 is generated in local economic activity per person, per event**, when people come to a city for tennis play. This figure does not include shopping or other activities that would bring revenue to our city.

 Adequate tennis facilities enhance Conway's ability to bring businesses, families and individuals into the city. The presence of tennis facilities improves city rankings thus making it more attractive.
- Ability to Host League Play and Tournaments**
 League and tournament play would grow in Conway with many players joining local teams and other teams traveling here to play. This facility would allow Conway to bid on existing statewide and regional USTA tournaments and initiate new tournaments that are common in communities of similar size. It would also greatly enhance the ability to host play and tournaments for Conway High School and local universities
- Increased Demand**
 As per the numbers in chart below, it is clear that with adequate tennis facilities, the growth in tennis players will increase similarly to that of the soccer and baseball communities in Conway that have grown over the last 15 years. Increased demand will support the use and maintenance of the proposed facility.
- Better Quality of Life**
 Tennis is a low-cost, lifelong sport that can be played into old age. Physical activity could be promoted in accordance with the Governor's initiative for a Health Active Arkansas.

TENNIS PLAYERS IN CONWAY AREA	
USTA Nationwide	USTA Locally
Total USTA Members 700,000	Local USTA Members 273
Total Core Players 9,910,000	Local Core Players 3,985
Total Recreational Players 17,900,000	Local Recreational Players 6,980

**For these purposes, "local core players & local recreational players" data was extrapolated from the nationwide data relative to the known number of local USTA members.

The chart to the right illustrates the potential number of core tennis players and total recreational tennis players in the Conway area relative to current USTA membership. Core Players are defined as playing 10+ times per month. The Conway area consists of the following cities and is quantified by the number of USTA members in those cities. (Conway, Center Ridge, Enola, Greenbrier, Mayflower, Morrilton, Plummerville, Vilonia, Wooster and Russellville)

Potential Tournaments



CONWAY HIGH SCHOOL

- **Conway Open Tournament**
(CHS fundraiser tournament) - Past year had 72 kids from the surrounding areas. 2 day tournament with Doubles on Friday and Singles on Saturday. Average of 5 kids for overnight stay.
- **Conference Tournament**
2 day tournament with 8 teams from 7A conference. Brings an average of 2 teams for overnight stay.
- **State Tournament**
2 day tournament with a possibility of 16 teams with average of 8 teams for overnight stay.
- **CHS Spring Tournament**
CHS would like to start hosting a spring tournament to keep kids involved.

CATA

- **Toad Suck Daze Tennis Tournament:**
Non- Sanctioned recreational tournament during Toad Suck Daze, open to non-USTA members.
- **Jack Logan Memorial Tournament**
(A.K.A. Conway Tennis Ball) Recreational non sanctioned, one day format tournament for multiple levels of play.

USTA

- **The USTA has many tournaments** throughout the year on which Conway can bid. The City of Conway could expect to host annually at least 10 Junior and 10 adult tournaments. Approximate attendance would range between 20 to 250 players per tournament. (Data courtesy of Deanna Garretson- Executive Director at USTA Arkansas)

Competitive & Recreational Use

UCA

- **Team Matches**
UCA Team plays 6-7 matches in January & 6-7 matches in February.
- **Round Robin Matches with Multiple Schools**
Guarantees round robin matches for UCA and incoming opposing teams. Would bring a minimum of 14 matches in this time frame.
- **Inclement Weather Use**
Cold and rainy weather typically requires a need for indoor courts at least twice in the spring, generally in March and April.
- **Fall Tournaments**
UCA hosts fall tournaments so having another indoor/outdoor facility nearby would allow more teams to be invited.
- **More Matches**
Another four dates of competition could be added.
- **UCA Lacks Indoor Facilities**
The indoor facility would be used by UCA for practice as often as possible.
- **Multiple Use**
It would be used for team and individual practices in October through November and again in the spring. Players could use in the off-season.
- **Daily Use**
The UCA coach would use one court during the week from 10:00 AM till 3:00 PM each day.

USTA

- **Endless Opportunities for All Ages**
League Tennis USTA adult and junior leagues run year-round offering the best in competition and camaraderie for recreational players, leading to sectional and national championships.

Indoor and outdoor courts would allow Conway to host USTA league play in addition to local tournaments and play days. USTA League Teams would reserve 3-5 courts per league match played. Coordinating league matches would involve hosting half of the season's matches at home in Conway.

The average team consists of 12 to 16 players. League play divides teams into multiple age groups, with multiple levels of ability in each age group. Age ranges for juniors include 5 & under, 10 & under, 12 & under, 14 & under, 16 & under and 18 & under. Age ranges for adults are 18 & over, 40 & over 55 & over, 70 & over and 80 & over. Combination (men & women) teams and interim teams are also part of league play.



(2015 Conway League's Jr. Team tennis teams at the state tournament. Other photos courtesy of the USTA.)

CATA's mission is to promote and develop tennis and tennis programs in the Conway area.



**CONWAY AREA
TENNIS
ASSOCIATION**

Potential Grant Sources

USTA

- Facility Assistance Grant
Up to \$20,000 for New Construction**
USTA National Grant is offered with a rolling grant application deadline. The USTA Facility Assistance program can offer you and your community assistance with technical and financial resources.

The UTSA professional construction document review ensures that you and your community are investing in a long-term tennis court solution that will work for you and meets or exceeds industry standards. All of these resources are free of charge to you and your community. Financial grants are available for new construction in addition to court resurfacing. New construction grants are available for up to 50% of the total cost for the project not to exceed a \$20,000 max grant.
- Southern Build It Forward
Up to \$20,000 for New construction, Expansion or Reconstruction**
USTA Southern is looking to provide assistance with tennis court construction and reconstruction. Providers must first complete the USTA Facilities Assistance Grant. Each grant will have a cap of \$20,000 for new construction, expansion or reconstruction.

STATE OF ARKANSAS

- Arkansas Tennis Patrons Grants:
Amounts Vary**
Through support of the Arkansas Tennis License Plate and generosity of the Arkansas Tennis Patrons, grants are provided for community based tennis court projects. Each year the Arkansas Tennis Patrons Foundation reviews grant applications for funding for basic improvements, structural improvements or new construction of community based tennis courts. Applications for grants are available from August to November with the grants awarded in January. Communities may receive funding for basic improvements such as windscreens, nets and/or minor improvements, as well as resurfacing, structural improvements or new construction.
- Other state, federal and school shared-use grants can be pursued.**



City of Conway, Arkansas
Ordinance No. O-16-_____

AN ORDINANCE CLOSING THE WESTERN PORTION OF A 100 FOOT WIDE STREET RIGHT-OF-WAY SITUATED IN THE NORTHWESTERN CORNER OF ROUND MOUNTAIN SUBDIVISION; AND FOR OTHER PURPOSES;

Whereas, a petition was duly filed with the City Council of the City of Conway, Arkansas on the 21st day of March, 2016 asking the City Council to vacate and abandon a portion of the 100 foot wide Street Right-of-Way situated in the Northwestern portion of Round Mountain Subdivision (Plat E-72) as described below.

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

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

Section 1. The City of Conway, Arkansas releases, vacates, and abandons its rights, together with the rights of the public generally, in and to the western portion of the 100 foot wide Street Right of Way in Round Mountain Subdivision described as follows:

A portion of an existing 100 foot wide Street Right of Way situated in the Northwestern portion of Round Mountain Subdivision (shown on Plat E-72) and being situated in the Southwestern portion of the SW ¼, NW ¼ Section 2, T-4-N, R-14-W, Faulkner County, Arkansas being more particularly described as follows:

Commencing at the Southwest Corner of the SW 1/4, NW 1/4 Section 2, T-4-N, R-14-W, Faulkner County, Arkansas, thence S89°41'25"E, along the south line of said SW 1/4, NW 1/4 Section 2, 108.85 feet; thence North, 218.19 feet; thence N50°55'46"E, 7.54 feet to a point on the southerly street right of way line of an existing street right of way (shown on Plat E-72) and the Point of Beginning; thence along said existing southerly right of way line along a curve to the left having a radius of 869.85 feet and a chord bearing S45°53'22"E, 206.56 feet; thence S89°41'25"E, 154.17 feet; thence S73°37'47"E, 162.45 feet; thence along a curve to the right having a radius of 769.85 feet and a chord bearing N56°21'00"W, 457.34 feet; thence S50°55'46"W, 100.00 feet to the Point of Beginning and containing 0.629 acres more or less.

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

Passed this 12th day of April, 2016.

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

Finley Vinson, P.E.
City Engineer
Finley.Vinson@cityofconway.org
501-450-6165

March 15, 2016

Mayor Tab Townsell
1201 Oak Street
Conway, Arkansas 72032

**RE: Round Mountain Additional Access Road
Proposed Street Right of Way Closure
Northwest portion of
Round Mountain Subdivision**

Dear Mayor Townsell:

As part of the consideration for the granting of Street Right of Way for the Round Mountain Additional Access Road by Ms. Cathy Engelkes, I agreed to present the proposed closing of unused section of street Right of Way to the City Council for consideration. As shown on the attached exhibit, an existing 100 foot right of way (included in the Round Mountain Subdivision Plat) extends into and ends in Ms Engelkes property. Ms. Engelkes owns the property on both sides of the proposed right of way closure.

I have included a vicinity map, and site plan and legal description for this street right of way closure.

With the current location of the Additional Round Mountain Access Round (under construction) south of the proposed street ROW closing, the existing right of way shown is not likely needed for future street use.

On Behalf of Ms. Engelkes, I am requesting that the Filing Fees & publication fees be waived.

The property owner would greatly appreciate the closure of this right of way.

Please advise if you have questions or need additional information.

Thanks,

Ronnie Hall, P.E.

**Petition of written consent for the
Vacating of Streets and Alleys
For the intent of Public Use**

Name of Street or Alley, (or portion thereof), to be vacated:

Northwestern portion of 100 foot street right of way in Round Mountain Subdivision

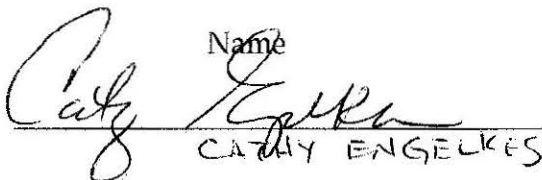
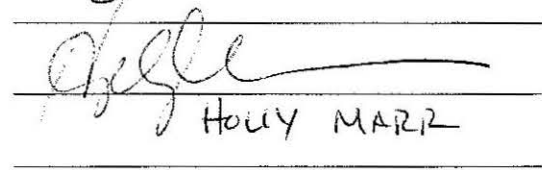
Legal Description of Street to be vacated:

LEGAL DESCRIPTION

A portion of an existing 100 foot wide Street Right of Way situated in the Northwestern portion of Round Mountain Subdivision (shown on Plat E-72) and being situated in the Southwestern portion of the SW 1/4, NW 1/4 Section 2, T-4-N, R-14-W, Faulkner County, Arkansas being more particularly described as follows:

Commencing at the Southwest Corner of the SW 1/4, NW 1/4 Section 2, T-4-N, R-14-W, Faulkner County, Arkansas, thence S89°41'25"E, along the south line of said SW 1/4, NW 1/4 Section 2, 108.85 feet; thence North, 218.19 feet; thence N50°55'46"E, 7.54 feet to a point on the southerly street right of way line of an existing street right of way (shown on Plat E-72) and the Point of Beginning; thence along said existing southerly right of way line along a curve to the left having a radius of 869.85 feet and a chord bearing S45°53'22"E, 206.56 feet; thence S89°41'25"E, 154.17 feet; thence S73°37'47"E, 162.45 feet; thence along a curve to the right having a radius of 769.85 feet and a chord bearing N56°21'00"W, 457.34 feet; thence S50°55'46"W, 100.00 feet to the Point of Beginning and containing 0.629 acres more or less.

Abutting property owners:

	Name	Address
	 CATHY ENGELKES	2785 ORCHARD PARK RD CONWAY AR 72034
3/21/10	 HOLLY MARIE	"



Conway
Corporation

March 24, 2016

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

Re: Easement closures for proposed Street right of way closing in the northwest portion of Round Mountain Subdivision, Faulkner County, Arkansas.

Dear Mayor Townsell:

Conway Corporation has no objections to the request to close the easements on the proposed street right of way closing the northwest portion of Round Mountain Subdivision in Round Mountain for Engelkes.

If you have any questions, please let me know.

Respectfully yours,

CONWAY CORPORATION

Leslie Guffey
Engineering and Planning



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

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

March 30, 2016

City of Conway
Attn: Ronnie Hall
1201 Oak Street
Conway, AR 72032

sent via email: Ronnie.Hall@cityofconway.org

Dear Mr. Hall:

RE: Proposed ROW closing – Round Mountain

AT&T concurs in your request to relinquish its interest in the 100' right-of-way on Ms. Engle's property, as shown on the Attachment "A" to this letter.

AT&T has no facilities within this proposed closed ROW and has no plans to place any there in the future.

Questions concerning AT&T facilities in Conway should be direct to Lannie Page at lp1318@att.com or 501-373-5386.

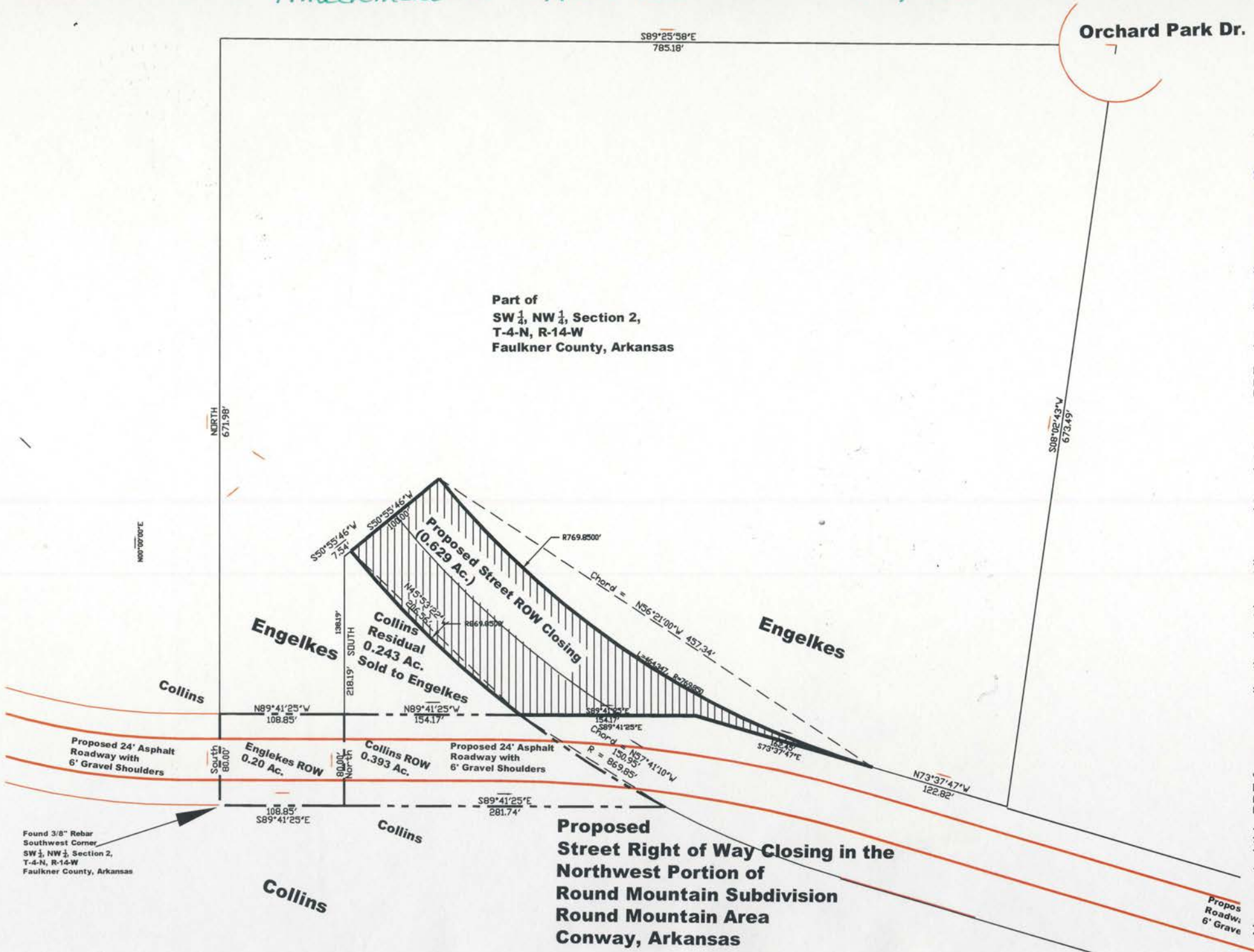
Sincerely,

CC: Lannie Page

Attachment:

Attachment "A" - AT&T letter dated 3/30/2016

Part of
SW 1/4, NW 1/4, Section 2,
T-4-N, R-14-W
Faulkner County, Arkansas



**Proposed
 Street Right of Way Closing in the
 Northwest Portion of
 Round Mountain Subdivision
 Round Mountain Area
 Conway, Arkansas**

Found 3/8" Rebar
 Southwest Corner
 SW 1/4, NW 1/4, Section 2,
 T-4-N, R-14-W
 Faulkner County, Arkansas

Propos
 Roadw.
 6' Gravel

Ronnie Hall

From: Batson, Chase A <chase.batson@centerpointenergy.com>
Sent: Wednesday, March 23, 2016 8:34 AM
To: Ronnie Hall
Cc: Strickland, Greg J.
Subject: RE: Street Right of Way closure - Round Mountain Subdivision

Ronnie, we do not own or operate any facilities in the area specified. Please let me know if you need anything further information.

Thanks,

Chase A. Batson, E.I.
Engineer II

Southern Gas Operations | Arkansas/Oklahoma Region
401 W. Capitol Ave, Suite 600 | Little Rock, AR 72201
Office: 501-377-4667 | Fax: 501-377-4733 | Mobile: 501-454-4741
chase.batson@centerpointenergy.com



From: Strickland, Greg J.
Sent: Tuesday, March 22, 2016 11:27 AM
To: Batson, Chase A
Cc: Turley, Jeffery D.; Fisher, Dennis C.
Subject: Fwd: Street Right of Way closure - Round Mountain Subdivision

Please research and address this request. I bet Dennis can help with the location if you need him.

Sent from my iPhone

Begin forwarded message:

From: "Ronnie Hall" <Ronnie.Hall@cityofconway.org>
To: "Greg.Dell@conwaycorp.com" <Greg.Dell@conwaycorp.com>, "lynda.palmer@att.com" <lynda.palmer@att.com>, "Strickland, Greg J." <greg.strickland@centerpointenergy.com>
Cc: "Bryan Patrick" <Bryan.Patrick@cityofconway.org>
Subject: **Street Right of Way closure - Round Mountain Subdivision**

As part of the consideration for the granting of Street Right of Way for the Round Mountain Additional Access Road by Ms. Cathy Engelkes, the City Council is considering the closure of an unused portion or Right of Way. As shown on the attached exhibit, an existing 100 foot right of way (included in the Round Mountain Subdivision Plat) extends into and ends in Ms Engelkes property. Ms. Engelkes owns the property on both sides of the proposed right of way closure.

I have included a vicinity map, site plan and plat showing this street right of way closure.

With the current location of the Additional Round Mountain Access Round (under construction) south of the proposed street ROW closing, the existing right of way shown is not likely needed for future street use.

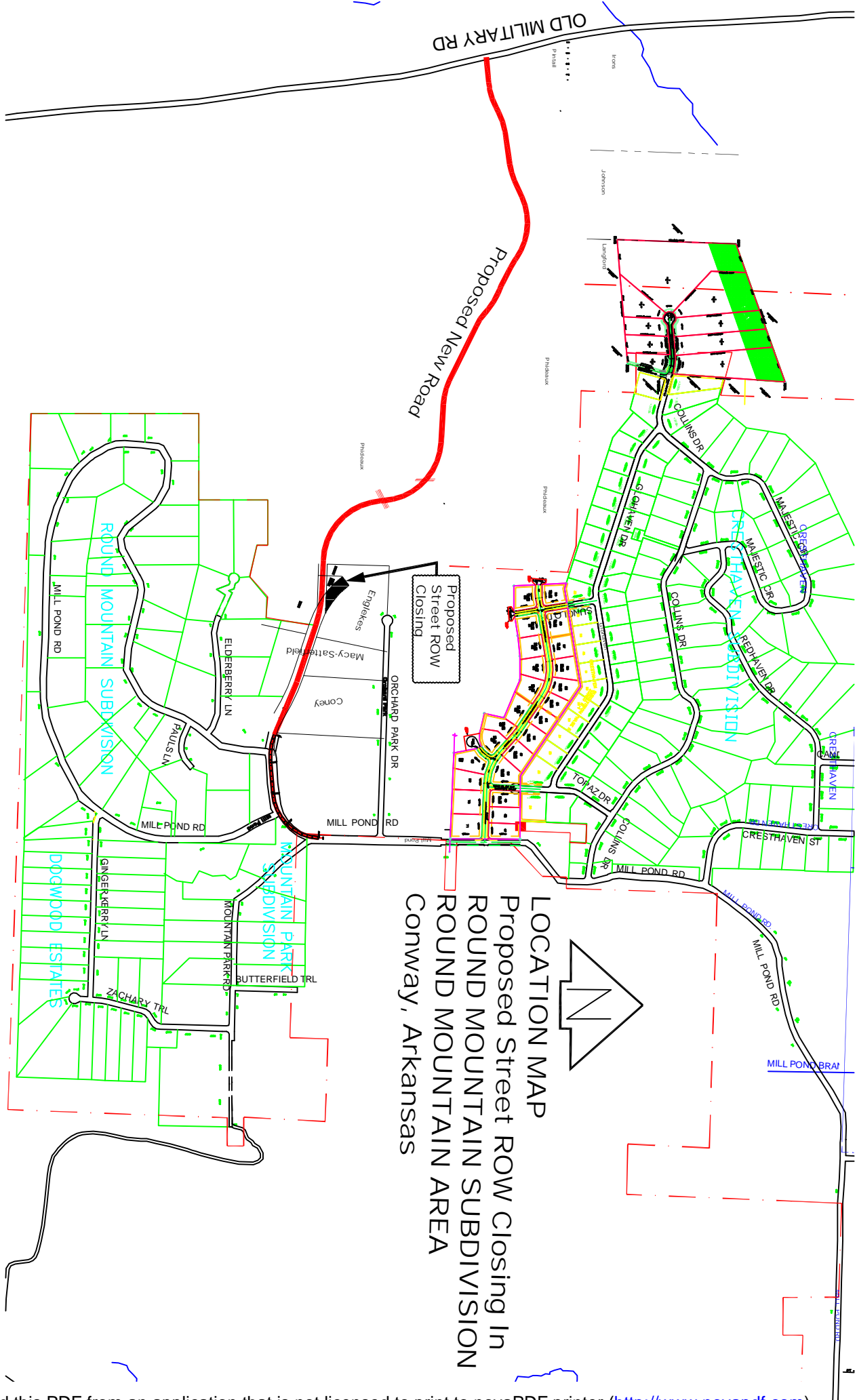
Please advise if your utility has existing facilities or anticipated future facilities that may be located within this section of proposed Right of Way closure.

The public hearing for consideration of closure of this Right of Way will be for April 12, 2016. Your response to this matter by April 6, 2016 would be greatly appreciated.

If you have questions or need additional information, please advise.

Thanks,
Ronnie Hall, P.E.

***** This email is from an external sender outside of the CenterPoint Energy network. Be cautious about clicking links or opening attachments from unknown sources. *****



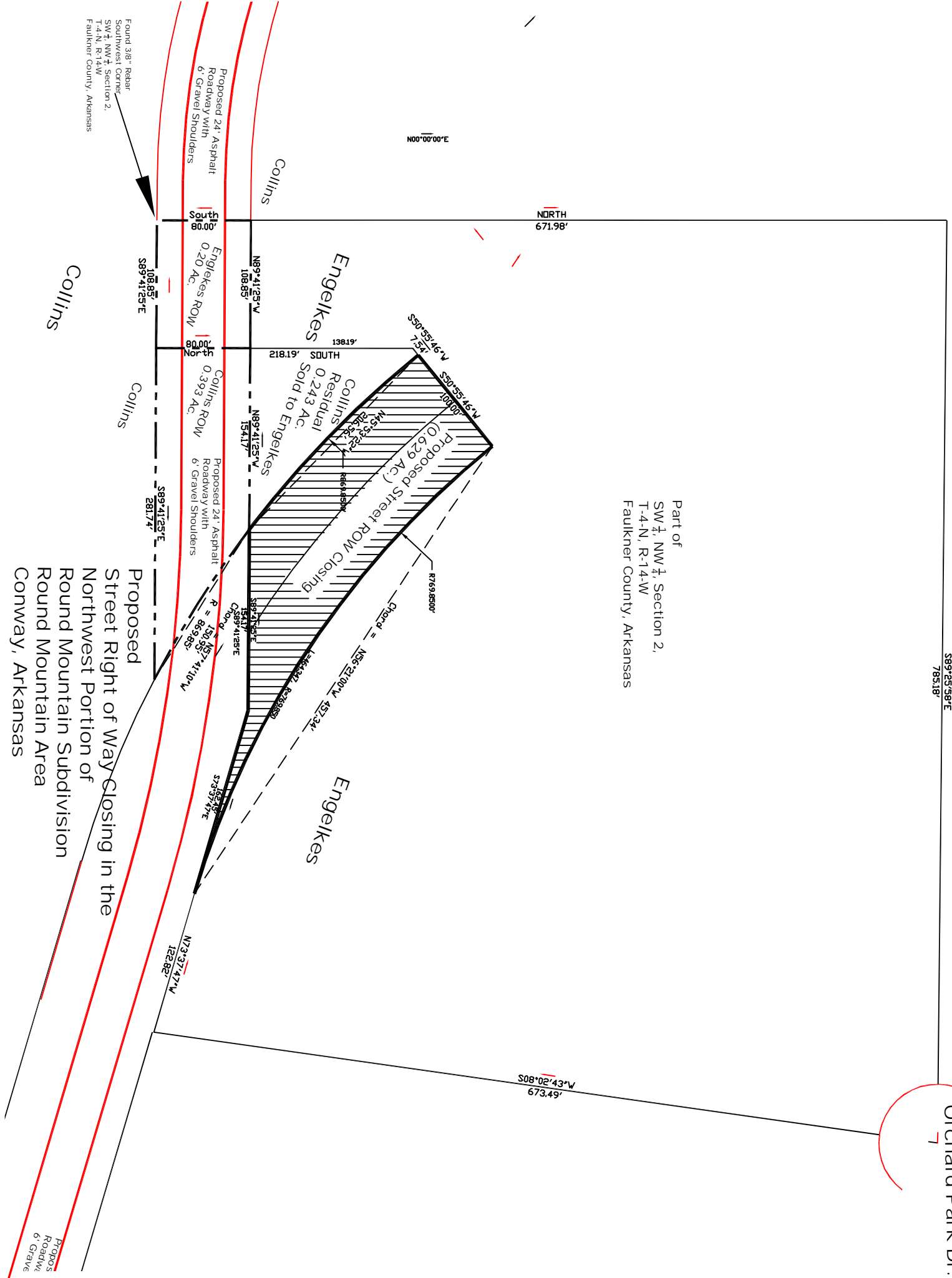
S89°23'58"E
785.18'

Orchard Park Dr.
7

NORTH
671.98'

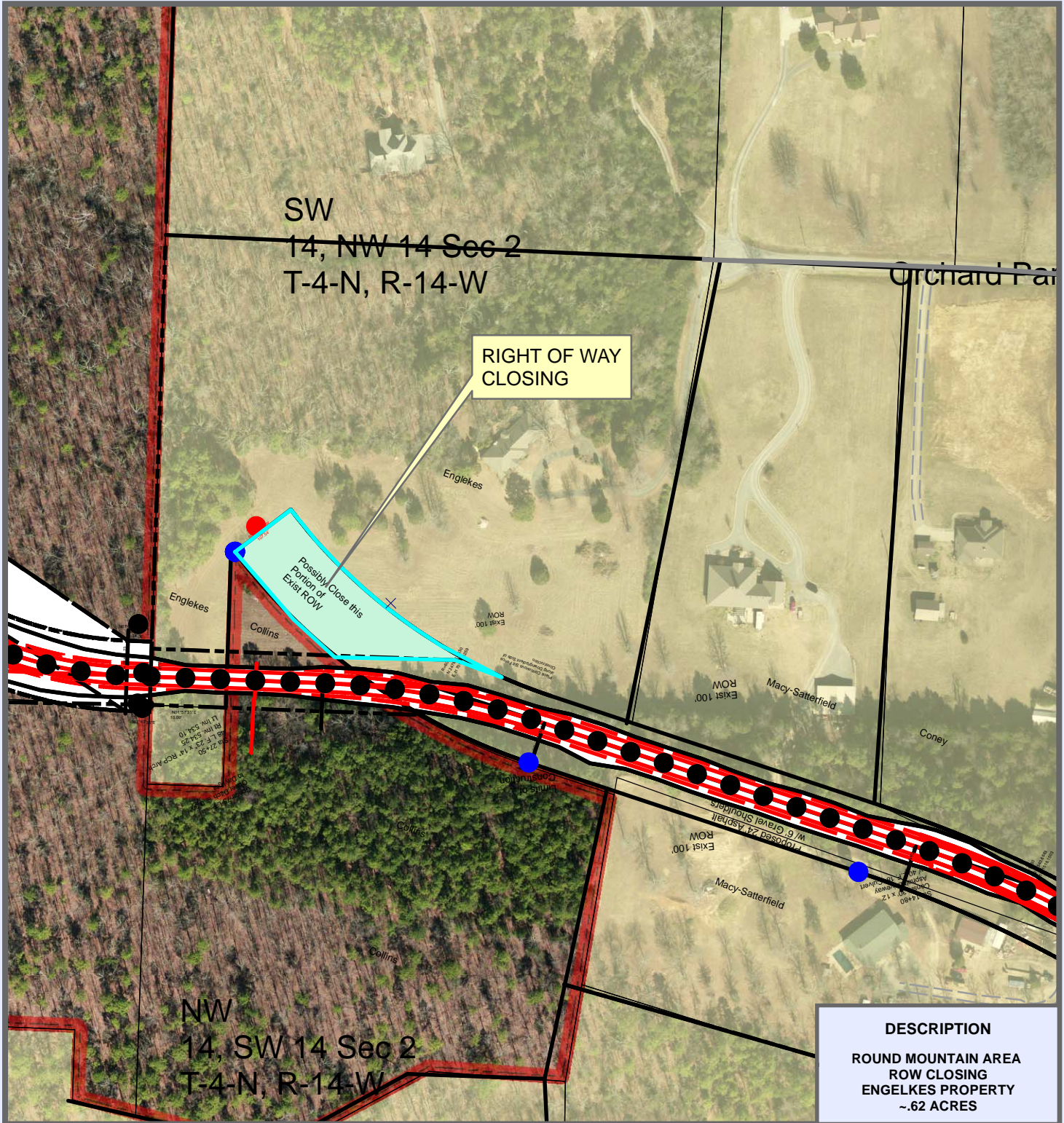
S08°02'43"W
673.49'

Part of
SW 1/4, NW 1/4, Section 2,
T-4-N, R-14-W
Faulkner County, Arkansas




CITY OF CONWAY


ROUND MOUNTAIN NEW ROAD -- ROW CLOSING




DESCRIPTION
ROUND MOUNTAIN AREA
ROW CLOSING
ENGELKES PROPERTY
~.62 ACRES



Tab Townsall - Mayor
 Andy Hawkins & David Grimes - Aldermen Ward 1
 Wes Pratt & Shalley Muhl - Aldermen Ward 2
 Mark Leubert & Mary Smith - Aldermen Ward 3
 Theodore Jones, Jr. & Sheila Whitmore - Aldermen Ward 4
 Chuck Clemons - City Attorney
 Michael Garrett - City Clerk




Bryan Patrick - Director
 Wes Craiglow - Deputy Director
 Scott Grimmer - Planner
 Beth Skotko - Planning Tech
 Jason Lyon - GIS Coordinator



CONWAY PLANNING COMMISSION
 Lee Washington - Chair
 Mark Lewis - Vice-Chair

— INTERSTATE	— LOT LINE
— MAJOR ARTERIAL	— STREAMS
— MINOR ARTERIAL	— LAKES & PONDS
— COLLECTOR	— CITY LIMITS
— RESIDENTIAL	
— PRIVATE ROAD	
— INTERSTATE RAMP	
— RAILROADS	

Residential	Industrial
R-1	MF-1
R-2	MF-2
R-2A	MF-3
R-2B	MF-4
HR	RMH
SR	
Commercial	Office
C-1	O-1
C-2	O-2
C-3	O-3
C-4	
	Special
	SP
	S-1
	A-1
	PUB



0 15 30 60 90 Feet
 1 in = 200 ft
MARCH 2016

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

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



**City of Conway, Arkansas
Ordinance No. O-16-____**

AN ORDINANCE WAIVING BIDS & APPROPRIATING FUNDS IN CONJUNCTION WITH STARTING A MOSQUITO ABATEMENT PROGRAM FOR THE CITY OF CONWAY; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

Whereas, the City of Conway has a desires to spray for mosquitos within the city limits for which budgetary authority has not been provided; and

Whereas, two quotes were obtain from nearby companies that provide a mosquito abatement program, Vector Disease Control and Delta Pest Control.

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

Section 1. The City of Conway shall waive the requirement for obtaining competitive bids for a mosquito abatement program and the Mayor is hereby authorized to enter into an agreement with _____ for said services at a total price not to exceed _____.

Section 2. The City of Conway shall appropriate an amount not to exceed \$_____ as a General Fund balance appropriation for the mosquito abatement program that will be administered through the Permits & Code Enforcement Department.

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 and an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED this 12th day of April, 2016.

Approved:

Mayor Tab Townsell

Attest:

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



City of Conway
Mayor's Office
City Hall
1201 Oak Street
Conway, Arkansas 72032
www.cityofconway.org

Date: April 5, 2016

To: Andy Hawkins David Grimes Wesley Pruitt Shelly Mehl
Mark Ledbetter Mary Smith Theo Jones Shelia Whitmore

Cc: Mayor Tab Townsell
Bart Castleberry, Permits & Code Enforcement Director

From: Felicia Rogers

Subject: Mosquito Abatement Program

The City of Conway is looking at starting a mosquito abatement program within the City.

Two proposals were received from VDC and Delta Pest Control. The prices were as follows:

- Vector Disease Control \$150,000
- Delta Pest Control \$249,000

A public hearing was set for the April 12th, 2016 City Council meeting to discuss the options.

**A MOSQUITO
ABATEMENT
PROPOSAL
PREPARED FOR:**



Conway, AR

**City of Conway, AR
1201 W Oak St
Conway, AR 72032**

March 2, 2016

Submitted by:
Vector Disease Control
1320 Brookwood Drive, Suite H
Little Rock, AR 72202
www.vdci.net

Global Leaders in Mosquito Control





Vector Disease Control International

Mosquito Control Specialists

Dear: Missy

Thank you for your time in speaking with me the other day and discussing your mosquito control program for Conway. I have prepared for you a proposal for mosquito abatement services to be conducted within the City limits of Conway, Arkansas. The enclosed proposal details all of the services that VDCI is capable of implementing within our integrated mosquito management programs.

VDCI's commitment to providing the best possible service to its customers is evident in everything we do. Our prior experience in performing mosquito operations in Arkansas has resulted in a working knowledge of the local mosquito species, breeding habitats and control measures that will be required to establish the best possible program for Conway. VDCI is a company built on the foundations of public health, ethics, professionalism, and technical expertise with the goal of creating true partnerships with local municipalities and residents. All of our employees are committed to excellence in vector control and public health and always strive to improve the quality of human life in communities through public education and the control of mosquitoes and other disease vectors.

We invite you to review our proposal to provide a full and complete Mosquito Abatement Services Program. I am excited to discuss your current program with you, and to see how we can tailor a program to fit the city's budget, and the needs of the residents. We are confident you will see that our qualifications, commitment to excellence and experience will allow for a successful and cost-effective partnership between our two agencies.

Thank you for your time, and we look forward to hearing from you in the near future.

Respectfully,

Brett Killingsworth, Business Development
Vector Disease Control International
848 Foley Street
Jackson, MS 39202
Cell: 662-312-9626
Email: bkillingsworth@vdc.net

Business Office:
20 Brookwood Dr
Suite H
Little Rock, AR
72202

T- 800.413.4445
F- 866.839.8595

www.vdci.net

Table of Contents

- SUMMARY OF VDCI’S PROPOSED PROGRAM1**
- CONTACT INFORMATION.....4**
- COMPANY PROFILE.....5**
- DETAILED DESCRIPTION OF THE PROGRAM.....6**
 - I. INSPECTION AND SURVEILLANCE.....6**
 - A. Larval Mosquito Surveillance..... 6*
 - B. Adult Mosquito Surveillance 7*
 - II. CONTROL MEASURES.....8**
 - A. Source Reduction..... 8*
 - B. Biological Control of Larval Mosquitoes 9*
 - C. Chemical Control of Larval Mosquitoes..... 9*
 - D. Control of Mosquito Pupae..... 10*
 - E. Chemical Control of Adult Mosquitoes..... 10*
 - III. DISEASE MONITORING 11**
 - A. West Nile Virus Surveillance 11*
 - B. Response to Mosquito-borne Diseases 11*
 - IV. PUBLIC EDUCATION 12**
 - V. SERVICE REQUESTS AND CITIZEN COMPLAINTS 12**
 - VI. REPORTING 12**
 - VII. QUALITY CONTROL 13**
 - VIII. EPA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMITS 13**
- KEY PROGRAM STAFF 15**
- EXPERIENCE..... 16**
- REFERENCES 17**
- PROPOSAL PRICING.....18-19**

Summary of VDCI's Proposed Integrated Mosquito Management Program

General Program Services

- Mapping of all Surveillance and Control Sites
- Logging all Service Requests and Activities in our Computer Database
- Answer Service Requests and Questions within 24hrs
- Public Education and Outreach Activities
- Program Quality Control
- Monthly and Yearly Reporting of all Program Activities
- Regulatory Compliance with County, State, and Federal Laws including the National Pollutant Discharge Elimination System (NPDES)
- Comprehensive Insurance Coverage

Mosquito Surveillance Operations

- Regular Inspection and Mapping of all mosquito-breeding sites throughout the City
- Weekly Monitoring of CDC Light Traps
- Landing Rates performed throughout the City as needed
- Sort, Identify and Pool mosquitoes for viral testing with RAMP system
- Regular Monitoring of Weather Data to predict peak activity periods
- Recording and Mapping of all applicable surveillance data in our Computer Database for Routine Reporting to the City

Larval Mosquito Control Operations

- Targeted application of larvicides to mosquito breeding sites throughout the City, daily as needed
- Targeted application of pupicide (Agnique MMF) to mosquito breeding sites containing a high proportion of mosquito pupae as needed
- Identify and report appropriate areas for source reduction projects
- Perform early season Aerial Larvicide Applications (max 300 acres)
- Recording and Mapping of all Larvicide Applications in our Computer Database for Routine Reporting

Adult Mosquito Control Operations

- Conduct ground ULV adulticide applications as deemed necessary
- Perform backpack/Electrostatic barrier applications as needed or as requested by

the City or City Residents for special events, festivals, and activities

- Conduct Aerial Adulticide Applications with consultation from the City as needed
- Recording and Mapping of all Adulticide Applications in our Computer Database for Routine Reporting to the City

Public Service Requests

- Provide a toll free "Hotline" for residents to report mosquito issues
- Prepare and distribute mosquito and WNV educational brochures to residents
- Respond to service requests within 24 hrs of receiving request
- Remediate mosquito problems appropriately in response to every service request

Reporting

- Enter all surveillance and control data into VDCI's database each week
- Integrate GPS and GIS data into easy to read maps and reports
- Prepare and submit comprehensive monthly and annual reports of all surveillance and control activities
- Prepare and maintain all appropriate permits and pesticide use reports

Contact Information

Corporate Name: Vector Disease Control International, LLC
1320 Brookwood Drive, Suite H
Little Rock, AR 72202

Chief Executive Officer: Jay M. Davis
1320 Brookwood Drive, Suite H
Little Rock, AR 72202
Tel: 800-413-4445
Cell: 615-417-3340
Fax: 866-839-8595
Email: jdavis@vdcnet.net

Chief Operating Officer: Daniel Markowski, PhD
950 North Broadway, Suite B
Greenville, MS 38701-9136
Tel: 888-277-7557
Cell: 662-822-1270
Fax: 866-839-8595
Email: dmarkowski@vdcnet.net

Company Profile

Vector Disease Control International, LLC (VDCI) is committed to providing the best possible service to our customers and this dedication is evident in everything we do. We strive to improve the quality of human life in communities through education, surveillance and the control of mosquitoes and other disease vectors. We are also committed to research and the use and support of application technologies. VDCI is a company built on the foundations of public health, ethics, professionalism, and technical expertise. Many of our staff come from the field of public health and have directed mosquito control districts all over the country. At all times, we will conduct business through partnerships with our customers in a manner that protects the environment and the welfare of local residents.

Founded in 1992 with a single contract in central Arkansas, VDCI is headquartered in Little Rock, AR. Starting with the simple idea to provide municipalities with the products and services needed to run effective mosquito control programs, VDCI now has nearly 20 years experience in the field of public health. In late 2010, Vector Disease Control, Inc. began a strategic transition and has re-branded itself as Vector Disease Control International, LLC. This transition is expected to strengthen our capacity to compete in the global market place. As of 2011, VDCI no longer operates as Vector Disease Control, Inc. Our continued growth and development nationally and internationally will increase our capacity to offer a seamless supply of products and equipment to each of the programs we service. In this new decade, VDCI has an unrivaled sense of commitment and will strive to continue to provide the most efficacious and scientifically sound mosquito surveillance and control programs possible based on the American Mosquito Control Association (AMCA) and Centers for Disease Control and Prevention (CDC) guidelines for managing quality mosquito control programs within each municipality that we service.

Because it is often impossible to eradicate all mosquitoes given their behavior patterns, resilient nature and enormous breeding potential, our goal is to manage mosquito populations within tolerable levels and simultaneously help prevent possible outbreaks of mosquito-borne diseases. To achieve this goal, we use a combination of the most effective methods of controlling mosquitoes including surveillance, public education, biological control and the use of insecticides. Inspection of the treatment area coupled with collections from mechanical traps enable us to determine which species of mosquito are present, their population size and locations. This information is critical for determining when, where, and how often larvicides and adulticides need to be applied.

The employees of VDCI recognize and readily accept the special considerations and responsibilities inherent in the use of ground and aerial larviciding and adulticiding techniques within a mosquito control program, including a West Nile virus outbreak. As a private entity working for the city, VDCI looks forward to developing a close working relationship with all appropriate city officials, and, as such, will work with and support the city in all surveillance, application and public relation decisions. With our fleet of over 100 trucks and 10 fixed-wing aircraft, we are able to provide both aerial and ground applications

in any situation nationwide. We take great pride in the ability of our programs to protect the public's health from mosquitoes and the diseases they may transmit.

Detailed Description of the Program

I. Inspection and Surveillance

The cornerstone of any successful mosquito control operation is its surveillance program. VDCI uses the most up-to-date and widely accepted surveillance tools available to the industry. Proper identification of mosquito species and knowledge of their bionomics focuses control efforts on the areas of concern. Many different surveillance tools can be used to develop a clear picture of mosquito problems including CDC light traps, gravid traps, landing rates, egg surveys, Ovi traps and dipper counts. VDCI's staff is experienced in all aspects of mosquito surveillance. All of the appropriate surveillance methods will be used to develop a true picture of the current mosquito population dynamics, and with this information, an effective and efficient control plan will be implemented.

A. Larval Mosquito Surveillance

Larval surveillance is one of the most important aspects of a mosquito control program. With continuous surveillance of larval habitats, mosquito population surges can be predicted and often abated through the well-timed application of larvicides. Additionally, knowledge of mosquito-breeding sites can increase adulticide efficacy because these areas can be selectively targeted before adult mosquitoes disperse to nearby areas.

Larval habitats (permanent water, temporary pools, drainage ditches, septic ditches, catch basins, artificial containers and tree holes) will be inspected regularly and mapped into a GIS database using GPS technology.

Permanent Water sites consist of habitat that remains inundated for an extended period of time. Examples of these sites would be lakes, rivers, retention ponds, swamps, etc. Permanent water sites will be inspected on a routine basis throughout the mosquito-breeding season. These areas are capable of producing large numbers of certain species of mosquitoes such as *Culex tarsalis*, *Coquilletidia perturbans* and various *Anopheles* species.

Temporary Floodwater is standing water that may exist for short periods of time after high water or rainfall. Examples of this type of habitat would include bottom lands, woodland pools, swales (low areas), drainage ditches, tire ruts, and depressions. Large numbers of mosquitoes can be produced in a short period of time from these sites. These areas must be inspected for the presence of larvae as soon as

possible after every substantial rainfall. Mosquitoes expected to be found at these sites include *Aedes vexans*, *Ochlerotatus nigromaculis* and *Ochlerotatus melanimon*.

Artificial Containers/Tree Holes are considered one of the most troublesome problems faced by a mosquito control operation. Artificial containers may occur county-wide and produce mosquitoes in every back yard. Anything that holds water can produce artificial container species. Old tires, cans, bottles, buckets, cups, pet water bowls, birdbaths, gutters, and swimming pools are some of the more common artificial containers. Some of the species that occur in artificial containers include *Culex quinquefasciatus*, *Culex tarsalis*, *Ochlerotatus melanimon*, *Culiseta incidens* and *Ochlerotatus dorsalis*. As private and public properties are inspected, container habitats will be checked and removed/emptied as needed.

Septic Water Habitats occur when water holding areas become polluted with high levels of organic matter. Examples of this type habitat would include oxidation ponds, ditches with sewage discharge or run off from decaying plant or animal life. Septic water can often produce the largest number of mosquitoes per unit of area. *Culex quinquefasciatus* is often the most common species found in this habitat, and is also a primary vector for West Nile virus in the United States. Routine management of this habitat type and the control of arbo-viral vectors will be vital to the public's health.

Catch Basins occur throughout urban areas and are capable of breeding numerous mosquito species. Of primary concern in these habitats again is *Culex quinquefasciatus*, the primary vector of West Nile virus. Although all catch basins may hold water at some point in time, not all catch basins are sites of prolific mosquito breeding. Improper drainage, poor design, and amount of rainfall can all contribute to the number of mosquitoes produced in catch basins. Catch basins will be assessed for mosquito breeding and where appropriate treated.

B. Adult Mosquito Surveillance

Surveillance of adult mosquitoes should include several methods of collection to sample for nocturnal, diurnal, and crepuscular species. Adult mosquito surveillance helps to elucidate the mosquito distribution, density, and species composition throughout the control area. Furthermore, it can provide direct evidence of an increased risk of contracting mosquito-borne viruses. It is also crucial for the efficient and precise application of adulticides. All mosquito species found in an area are not attracted to the same trap type; therefore, the following combination of methods will be employed in the City.

CDC (Centers for Disease Control) Miniature Light Traps are lightweight, portable, battery operated traps that will be used throughout the county to assess local adult mosquito population abundance. These traps are baited with dry ice (a source of CO₂) to

increase their appeal to host-seeking mosquitoes. This is the primary type of trap used by VDCI, as it attracts the widest variety of mosquito species. They are usually set on a weekly basis from mid-May through October in sites throughout the City.

Gravid Traps are lightweight, portable, battery operated traps that use putrid water as an attractant for ovipositing mosquitoes. They are ideal for collecting *Culex* mosquitoes that oviposit in these habitats, and are often a useful tool in the early detection of West Nile virus. Gravid traps may be set each week from mid-May through October throughout the City.

Landing Rates are performed by field staff and are instrumental in determining which species of mosquitoes are actively feeding on humans in an area. Inspectors establish areas throughout the county where they can expose themselves as bait and count the number mosquitoes landing on them in a given time (usually one to ten minutes). These counts will be conducted throughout the City as needed (a.m. or p.m.).

II. Control Measures

At VDCI, we use insecticides approved by the Environmental Protection Agency (EPA) for the control of larval and adult mosquitoes. These safe, effective insecticides can be delivered by means of ground or aerial application equipment. VDCI operates one of the largest privately owned fleets of full time mosquito control aircraft in the U.S. Aerial applications of insecticides over populated areas within the City are performed using twin engine, instrument-rated aircraft as required by the Federal Aviation Administration (FAA). We also operate a fleet of over 100 trucks and ATVs equipped with ULV aerosol generators and/or power sprayers capable of a quick response to any mosquito outbreak. All of our equipment, both ground and aerial, are equipped with the latest in GPS/GIS technology to provide detailed reporting on all applications.

A. Source Reduction

Large scale drainage projects are important in reducing mosquito habitat. Although VDCI does not attempt drainage projects, we will work closely with local agencies in identifying drainage problems. VDCI also conducts neighborhood source reduction campaigns. Our technicians conduct house-to-house inspections as needed to reduce the production of urban mosquitoes (such as *Culex quinquefasciatus*) and will educate homeowners on ways to identify and remove mosquito production sources to control backyard production, as well as how to help themselves and their families by using personal protection such as repellent, proper clothing and window screens.

B. Biological Control of Larval Mosquitoes

Biological control of mosquitoes ranges from naturally occurring organisms such as birds, bats, fish, dragonflies, copepods and mosquito larvae, to artificially introduced organisms such as *Bacillus thuringiensis var israelensis* (Bti) and *Bacillus sphaericus*. Although few of the biological control agents occurring in nature are available to mosquito control specialists, the introduction and replenishment of *Gambusia affinis* (the mosquito fish) affords good control in pools, ponds, ditches, and drainage canals. The most widely used and environmentally sound biological agent is Bti. This larvicide became commercially available in 1978 and has become the larvicide of choice by VDCI. Bti is available in liquid, granular, and time-release formulations and poses little threat of resistance development.

When mosquito larvae are detected in an area, they are preferentially controlled through the application of Bti. Dependent upon the conditions present, granular, liquid or time-release Bti formulations may be applied.

C. Chemical Control of Larval Mosquitoes

Chemical control of larval mosquitoes is carried out when and where biological control is not feasible. Altosid, an insect growth regulator (IGR), can be used in any mosquito-producing area where extended control is desired. These areas can be treated on a 30-150 day schedule once positive production is found. Control of mosquitoes found in tire piles and catch basins throughout the county can be treated at 30-day intervals using Altosid. Any use of non-biological larvicides is closely monitored and mosquito species exposed are tested for any evidence of resistance. Chemical larvicides may be used in briquette, granular, and liquid forms depending upon treatment needs and habitat type.

Larviciding is conducted using a variety of equipment and methods as follows:

- 1. Backpack Applicators and Spreaders** are used where vehicle access is unavailable. Tire piles, swales, retention ponds, backyards, etc. can be treated with this type of equipment.
- 2. Power Sprayers and Spreaders** are mounted on All Terrain Vehicles (ATV) or trucks. The holding tanks carry from 15 to 100 gallons of larvicide. These mechanisms can be used with all types of larvicide and in most habitat types, such as ditches, swales, septic ditches, etc. Parks, golf courses, and ball fields can be treated quickly when surveillance indicates the presence of mosquito larvae.
- 3. Aerial Applications**, if necessary, can be accomplished using a single engine aircraft when areas too large for other application techniques are encountered.

Pastures, orchards, swamps and inaccessible backwater areas can be quickly and efficiently treated with the proper utilization of air power.

D. Control of Mosquito Pupae

Once a mosquito enters the pupa stage of its life cycle, most larvicides are no longer effective due to their modes of action. When mosquito pupae are located during inspections, VDCI uses Agnique MMF (Mono-molecular Film) as its primary control product. Agnique MMF coats the water's surface with a one molecule thick layer that prevents the mosquito pupae from penetrating the surface with their breathing tubes (siphons), which suffocates them quickly and efficiently.

E. Chemical Control of Adult Mosquitoes

Chemical control of adult mosquitoes is used whenever and wherever it is determined that mosquito populations have reached unacceptable levels. Surveillance, source reduction, larviciding, and public education are used to reduce the quantity, and application frequency, of adulticides that are needed. However, the end result of integrated mosquito management is often the application of adulticides. The chemical adulticides used are always as safe and as environmentally friendly as possible. Additionally, VDCI always takes care to avoid developing resistance to pesticides in local mosquito populations. VDCI will apply only EPA and Mississippi State registered public health pesticides labeled for mosquito control such as deltamethrin, bifenthrin, resmethrin, permethrin, and natural pyrethrin.

Pesticides are mixed, and spray equipment calibrated, so that the proper application rates are applied. All hand-held, ATV-mounted, truck-mounted and aerial adulticide equipment is calibrated and droplet size (MMD) tests are conducted routinely to insure the most efficient kill rates with each application.

Adulticiding is conducted using two primary techniques:

- 1. ULV (Ultra-low Volume) Spraying.** ULV spraying is a technique developed specifically for mosquito control that utilizes aerosol sprayers, designed and calibrated to produce droplets that fall within a specific size range, to apply extremely low quantities of pesticide within the control area. VDCI uses only the most advanced hand-held, ATV-mounted, truck-mounted and aerial ULV application equipment. All of our vehicles are equipped with GPS tracking units capable of delineating the spray routes of each vehicle. Detailed maps, graphically illustrating the application data, can be produced after each spray operation. VDCI's larvicide trucks have the capacity to serve as adulticide vehicles as needed. Hand-held and ATV-mounted ULV adulticide equipment may be used to supplement truck-mounted equipment. Smaller areas such as residences, camps, golf courses, parks, and special events can be treated with handheld equipment. VDCI's aerial adulticide fleet is second to none. Our

twin engine, fixed-wing aircraft are capable of applying any registered adulticide over congested areas as required by the FAA. Our experience and success in urban mosquito spraying with aircraft is unsurpassed in the industry. In the unlikely event aerial application of adulticides is required, VDCI can quickly respond to any requests by government agencies to do so.

2. **Residual Barrier Applications.** VDCI uses only the safest, public health approved methods and pesticides whenever we make residual adulticide applications. Backpack applicators or hand-held sprayers are used to apply these long lasting adulticides to vegetation, exterior surfaces of buildings, or virtually anywhere else that adult mosquitoes rest. When the adult mosquitoes land on these treated surfaces, they absorb the pesticide and die. Barrier treatments are an important part of VDCI's integrated mosquito control programs, especially in areas with high potential for disease transmission to humans.

III. Disease Monitoring

The goal of VDCI's mosquito-borne disease surveillance program is to detect mosquito-borne viruses in local bird and mosquito populations before sufficient amplification of virus can occur. After virus is detected, management practices can be discussed and implemented thereby reducing the number of infected mosquitoes and simultaneously reducing the risk of human transmission.

A. West Nile Virus Surveillance

Typically, mosquito-borne viruses can first be detected in bird populations, followed by detection in mosquitoes after the virus has had the opportunity to establish itself locally in birds. Of primary concern is the recent introduction of WNV. The principle mosquito species involved in the transmission of WNV are those in the genus *Culex*, especially *Cx. quinquefasciatus* and *Cx. tarsalis*. These mosquitoes are very abundant in the northwestern United States. *Cx. quinquefasciatus* mosquitoes are primarily found in urban areas because the larvae live in water with high organic content, such as sewer drains, catch basins, settling lagoons, and similar areas, while *Cx. tarsalis* mosquitoes are primarily found in rural areas near irrigated pastures and croplands. Therefore, separating these mosquitoes from others in collections will be important for purposes of surveillance and monitoring. Sorting and identification of the mosquitoes collected in the CDC light traps and the gravid traps is conducted by VDCI staff. In addition, VDCI has the ability to test mosquito pools for WNV with the new Rapid Analyte Measurement Platform (RAMP) bioassay which provides timely identification of WNV-infected mosquito pools for increased response capability.

B. Response to Mosquito-borne Diseases

Contact with local health agencies will be maintained during the mosquito control season. Reports regarding the presence of infectious mosquito-borne diseases will be made available to those agencies. Regular contact will be maintained with state

and federal health agencies in order to project possible regional health concerns. Any finding of local significance will immediately be reported to the proper City and County officials in addition to the required routine reporting.

VDCI will work closely with all of the appropriate agencies to implement the best response to any findings of mosquito-borne diseases within the City. The presence of mosquito-borne pathogens within the City will result in one or more responses or interventions by VDCI only after consultation and discussion with the appropriate officials.

IV. Public Education

Public relations and education are an important part of VDCI's community involvement. We have programs suited for civic groups, church groups, school groups, and government organizations. We feel that an educated public is extremely important to the successful implementation of any mosquito control program and our presentations and workshops can be tailored to any topic of particular interest or need. VDCI's operations are open to the public, tour groups, school groups, or anyone interested in mosquito control. Press releases can be issued to inform the public of the progress of the mosquito control program during the mosquito control season.

Additionally, brochures and fact sheets are available detailing the actions that individuals can take to both protect themselves from adult mosquitoes and to reduce the mosquito production areas within their immediate surroundings. Information is included concerning contact individuals and local telephone numbers to call for service requests and additional mosquito information.

V. Service Requests and Citizen Complaints

The public is encouraged to call the VDCI's local office, toll free, with service requests. All complaint calls are recorded and used to help identify mosquito problem areas. Service requests are used as a secondary indicator of where mosquito populations are high and causing human annoyance problems. These calls enable us to pinpoint localized problem areas and to target larval and adult control operations and increase overall control effectiveness. In each instance of a call, a technician is dispatched to the area within 24 hours, and all appropriate actions, ranging from removal of tires and other debris, applying larvicide when larvae are present, or making targeted applications of adulticide, are undertaken.

VI. Reporting

The officers and staff of VDCI are very cognizant that we work for specific public municipalities. Although we are a private entity, we are able to operate much like a

department within the City. We work diligently to establish seamless working relationships with each and every governing body we work for.

All mosquito surveillance, disease monitoring, and mosquito control activity is documented and reported monthly throughout the mosquito season.. VDCI employs state of the art GPS tracking for all pesticide applications we make and can of produce detailed maps of each area that is treated.

Attached are examples of surveillance reports and post application maps that VDCI has prepared in other municipalities.

VII. Quality Control

Through prior and existing QA experience, VDCI will implement an active quality assurance system to ensure that all our work is performed to the highest possible standards of operational safety and efficacy. VDCI has a very stringent policy on maintaining the aerial and ground equipment to the highest level. We conduct routine inspections of all operational aspects of our surveillance and control programs. Our staff are trained, licensed and permitted as required on an annual basis. VDCI will monitor spray quality and deposition as required. A full report on all calibrations prior to and during spray missions can be made available if requested in a timely manner. VDCI maintains records of all quality control activities as required by the National Pollutant Discharge Elimination System (NPDES) Pesticide General Permit, and all other applicable laws and regulations.

VIII. EPA National Pollutant Discharge Elimination System (NPDES) Permits

On October 31st, 2011 , the United States Environmental Protection Agency (EPA) released a Final National Pollutant Discharge Elimination System (NPDES) permit that regulates and authorizes certain pesticide applications under the Clean Water Act. The Pesticide General Permit (PGP) will regulate applications of pesticides into or near the waters of the United States to control **mosquitoes**, aquatic weeds and algae, aquatic nuisance animals, and forest canopy pests.

VDCI has been actively involved in understanding the upcoming NPDES regulation and how it will affect the mosquito control industry throughout the United States. We have commented on every phase of the EPA's draft permit and are actively working with the EPA to assure compliance in each of our programs.

As always, we will ensure all of our operations are conducted with complete compliance to all regulations, including the upcoming NPDES regulation, and will fully support each community within which we work. As such, VDCI, as the responsible party for all pesticide applications, is proposing to be the primary NPDES permit holder.

To meet the current technology-based limitations in the permit, VDCI will: (1) use the "lowest effective amount of pesticide product per application" and optimize the frequency of such applications; (2) perform regular maintenance activities to reduce leaks, spills and unintended discharges; and (3) clean, calibrate and maintain application equipment on a regular basis. Additionally, as proposed herein, we will implement all appropriate integrated pest management (IPM) practices. The IPM practices as described in the current PGP involve identifying pests, addressing effective management of the identified pests, and following specified procedures for pesticide application.

In most cases, the data and records required in the current PGP are no more than what VDCI currently maintains for our programs in Mississippi. However, VDCI will review each of our record sheets and database forms to ensure the proper data is being recorded. In addition, we will have on file a documented IPM plan, auditable records of thresholds for treatment, equipment maintenance & calibration, application data, and an updated Pesticide Discharge Management Plan. All data will be reported annually to the EPA and maintained for a minimum of 3 years.

Key Program Staff

Daniel Markowski, Ph.D., Chief Operating Officer, works diligently to ensure that all aspects of the contracts meet VDCI's rigorous mosquito surveillance and control standards. Dr. Markowski is a graduate of Memphis State University (B.S. Biology) and the University of Rhode Island (M.S. Zoology; Ph.D. Biological Sciences). He has been involved in pest control practices since the mid 1980's. Most recently, he directed New York City's Vector Control Program in 2001 and 2002 before accepting his current position with VDCI. Beginning in 2003, he served a 3-year term as the American Mosquito Control Association's North Atlantic Regional Director.

Kris New, Regional Director, will be responsible for the initial setup of the program, and will be the liaison between VDCI and the City. Kris holds a B.S. Degree from Mississippi State University in Agricultural Engineering, along with 9 years experience in the mosquito industry. He holds pesticide certifications from multiple states including Mississippi and is also OSHA-30 certified. Kris began working for VDCI in 2008 and has supervised mosquito control operations in central Mississippi and in Alabama. Kris resides in Brandon, Mississippi.

In addition to the personnel listed above, VDCI employs one of the most educated and experienced staffs in the professional mosquito control industry. Many of our supervisory staff have earned Bachelors of Science and Masters of Science degrees in Biology or Entomology. Our staff has a broad level of experience ranging from former product sales representatives to former governmental program directors to research biologists. VDCI's operational staff are licensed and/or certified to apply pesticides used for public health mosquito control in multiple states.

Experience

Vector Disease Control International is a nationwide mosquito/vector control service provider, with mosquito surveillance and control operations in the following states:

Arkansas	12 Full Service IPM Contracts
California	4 Countywide Aerial Agreements
Florida	5 Countywide Aerial Agreements
Idaho	Statewide Aerial Contract 8 Countywide Aerial Agreements
Illinois	6 Full Service IPM Contracts 3 Full Service IPM Contracts
Louisiana	2 Parish Service Agreements 2 Full Service IPM Contracts
Mississippi	2 Full Service IPM Contracts
Ohio	1 Full Service IPM Contract
Oregon	3 Countywide Aerial Agreements
Pennsylvania	Statewide Aerial Adulticide Contract 1 Full Service IPM Contracts
Texas	Harris County Aerial Agreement
Utah	3 Countywide Aerial Agreements
Washington	2 Countywide Aerial Agreements
Wyoming	2 Countywide Aerial Agreement

VDCI's staff represents a highly trained and select group of proven mosquito control professionals that are capable of responding to mosquito-related emergencies in all areas of the United States. These scientists and mosquito control experts enable VDCI to enter an area and immediately monitor for mosquitoes and mosquito-borne diseases, assess the mosquito control needs, and take the appropriate steps to minimize the impact of these mosquitoes or diseases on the local human population. With 10 aircraft, over 100 ground vehicles, and mobile surveillance and control teams; VDCI can respond to all mosquito surveillance and control needs virtually anywhere in the United States within hours.

References

City of Jonesboro, AR (Full IPM Contract)

Mayor Harold Perrin
P.O. Box 1845
515 W Washington Ave.
Jonesboro, AR 72403
(T) 870-932-0820

Greenville, MS (Full IPM Contract)

Mayor Chuck Jordan
City of Greenville, Mississippi
340 Main St
Greenville, MS 38701
(T) 662-378-1501

Blytheville, AR (Full IPM Contract)

Mayor James Sanders
City of Blytheville
124 West Walnut Street
Blytheville, AR 72315
(T) 870-763-3602

Jackson, Mississippi (Full IPM Contract)

Darion Warren, Infrastructure Mgt.
P.O. Box 17
219 South President Street
Jackson, Mississippi 39205
(601) 960-1168
dwarren@city.jackson.ms.us

Allen Parish Mosquito Abatement District (Full IPM Contract)

Mr. Brian Tilley, President
248 Airport Road
Oakdale, Louisiana 71463
(318) 215-0029

Additional references can be made available upon request.

Proposal Pricing (2 options)

The amounts listed are **all-inclusive with no additional charges or costs**, except aerial services (as noted below). All required contract tasks listed including Mosquito Surveillance Activities (Larval and Adult), Larviciding, Adulticiding and Education, Disease Monitoring, Regulatory Compliance and Report Generation as defined in this proposal and detailed below will be performed for the specified amounts. If requested, VDCI is prepared to provide a full and complete presentation of all services and associated costs to the City of Conway.

Option 1

Full Service Integrated Mosquito Management Program	
Program Establishment and Administration	
GIS/GPS Mapping	
Database Development, Management, and NPDES Reporting	
Larval Mosquito Surveillance Daily Inspections of all Habitat types with GIS Mapping	
Adult Mosquito Surveillance CDC Miniature Light Traps (3 weekly Traps as needed) Gravid Traps (3 weekly Traps as needed) Landing Rate Counts (as needed)	
Disease Monitoring Routine disease Testing for West Nile Virus on Mosquito Pools per Week	
Larval Mosquito Control Source Reduction (as needed) Granular and Liquid Bti Applications (daily as needed) Granular and Briquet Methoprene Applications (daily as needed) Pupacide Applications (daily as needed)	
Public Education Develop Presentations, Brochures, and Fact Sheets for Residents	
Adult Mosquito Control Handheld ULV Applications (as needed) ATV ULV Applications (as needed) Truck ULV Applications (as needed)	
TOTAL PROGRAM COST	\$150,000



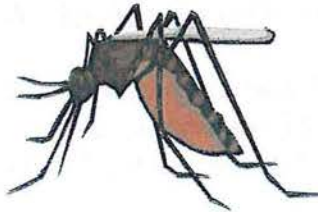
"The Company With Experience"

www.deltapestinc.com

Conway, AR 501-327-3423

Russellville, AR 1-877-643-6960

Mosquito Control Bid



For the City of

Conway, Arkansas

March 7, 2016



“The Company With Experience”

www.deltapestinc.com

Conway, AR 501-327-3423

Russellville, AR 1-877-643-6960

March 7, 2016

City of Conway
Attention Missy Lovelady
Missy.lovelady@cityofconway.org
Conway, AR 72032

Dear Ms. Lovelady:

Delta Pest Control, Inc. is pleased to submit a proposal for mosquito control for the City of Conway. Delta's integrated pest management systems ensure safe, state-of-the-art application techniques. All technicians receive annual training that keeps the company on the leading edge of technology.

Delta was established in McGehee, AR in 1976 and was purchased by Bill and Doris Lawrence in 1984. Bill was a coach, principal, and superintendent for 17 years before buying Delta. Doris received a BSE in Business Education at the University of Central Arkansas and taught for 30 years. She did her practice teaching at Conway High School.

Under the Lawrence leadership, Delta Pest Control has grown into one of the largest family-owned pest control businesses in Arkansas. **Delta has been voted the Best of the Best Pest Control businesses in the River Valley for the past 6 years.** Delta now has 42 employees, including 5 in Conway.

As you know, adequate insurance coverage is extremely important during these times of frequent litigations. **Delta Pest Control will provide \$5,000,000 in umbrella coverage, \$2,000,000 in insurance coverage for public liability, \$1,000,000 in insurance coverage for worker's compensation and \$1,000,000 in automobile liability insurance.** Copies of all insurance policies are attached.

For over 29 years, Delta has provided pest programs that include specifically mosquito and flying insect control. Some of our past mosquito accounts have been McGehee for 2 years, Tillar for 1 year, Georgia Pacific Corporation in Crossett for over 10 years, City of Keo for 8 years, and the City of Humphrey for 3 years. In addition, Delta has provided mosquito control for many of our residential customers.

Delta will work closely with our consultant, Leon Edens, who has 14 years experience as director of the Stuttgart Mosquito Control and three years as head of Clarke Mosquito Control in Arkansas. All drivers will be current employees of Delta Pest Control who are all certified by the Arkansas State Plant

Board. Technical support staff is available to Delta Pest Control from Shawn Robinson of Precision Chemical Company, Randy Howard of Agra Turf, and Danny Meyers of Clarke Mosquito Company.

Unlike many companies, Delta has four spare trucks and 5 employees who live in Conway, as well as 12 technicians who live within 40 minutes of Conway. Therefore, you will never have to worry about an interruption in your service due to a sick employee or a broken-down truck or equipment.

In addition, Delta Pest Control will create a Conway Mosquito Facebook page in an effort to maintain good communication with the citizens of Conway.

List of Licenses:

Delta Pest Control	LH150
Bill Lawrence	LH150 - 553
Doris Lawrence	LH150 – 328

Experienced Technicians:

Delta has a total of 17 technicians in the Conway area who have a total of over 200 years of experience in pest control. Therefore, Delta will provide outstanding service to the Conway mosquito control plan:

GPS Tracking Systems: All trucks will be equipped with GPS tracking systems that will provide detailed information about where the truck has sprayed as well as the time of spraying.

Type of equipment used for fogging:

- A. London Fog truck-mounted, ultra-low-volume spray machine.
- B. One Maruyama unit for the application of liquid and granulars. This is a backpack, mounted gas unit.
- C. Grizzly OHV Smart Flow GPS
- D. Cougar OHV Smart Flow GPS

Description of Land area to be treated:

Ground application of adulticide will be done in all areas within the city limits. Larvacide applications will be done to all ditches and standing water areas that do not contain fish. They will also be done to all storm drains and culverts under driveways in the city limits.

How will larvicides be applied?

- A. Larvicides will be applied to ditches identified by Delta Pest Control and city officials.
- B. One 65-gallon trailer-mounted gas engine with boom and hand-held sprayer to be pulled by a four-wheel-drive four wheeler.
- C. One Maruyama unit for the application of liquid and granulars. This is a backpack mounted gas unit.
- D. Four wheeler for gaining access to hard to access areas.

Where motorized vehicles cannot go, larvicides will be applied with one Maruyama backpack mounted gas unit. Larvicides will be applied to major ditches in town as indicated by site inspections.

Truck applications of adulticides will be determined by the results of the light trap counts.

Adulticides and larvicides to be used are:

Larvicides

BTI Briquettes
Vectolex CG
Vectolex Liquid
Teknar Grandular

Adulticides

Duet
Biomist Four Plus Four
Biomist 30/30
Kontrol 30/30
Pyrofos 1.5% ULV

New Jersey light traps will be used for surveillance.

Software used for reports to the mayor:

Sentinel GIS Adulticiding Software Application
Datalink GIS Software
Esri ArcGis Basic software for Desktop PC
Esri ArcPad software for Field PC
Archer 2 Geo ultra-rugged Field PC

Aerial Spraying: Delta will consider the mosquito counts and will consult with city officials to determine when and if these applications are necessary.

Ramp Testing will be used to test for West Nile Virus as needed.

SPECIAL EVENTS such as Toad Suck Days, etc. will be sprayed at no additional charge to the city. Delta will coordinate with the City of Conway for such events.

Reports: Delta Pest Control will supply all required reports. We will provide either weekly and/or monthly reports upon request.

Delta is currently researching the Zika mosquito virus and will stay abreast of all current information.

BID PRICE FOR MOSQUITO CONTROL \$249,000

Delta appreciates the opportunity to offer this mosquito bid to the City of Conway and looks forward to serving your mosquito/pest control needs in the future.

Sincerely,



Bill Lawrence, Owner
Delta Pest Control



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/05/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Merchants & Planters Agy., Inc. P.O. Box 39 Warren, AR 71671 Roger George	CONTACT NAME: Roger George	FAX (A/C, No): 870-226-7667	
	PHONE (A/C, No, Ext): 870-226-2697	E-MAIL ADDRESS: merchantsps@sbcbglobal.net	
INSURED Delta Pest Control Inc. 135 Vanbrooks Lane Russellville, AR 72802	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: United Fire Group		
	INSURER B: Wesco Insurance Company		25011
	INSURER C: StoneTrust Commercial Insuranc		
	INSURER D: Torus National Insurance Co.		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			WPP1160684 01	06/11/2015	06/11/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			60393363	06/11/2015	06/11/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			75404G152ALI	06/11/2015	06/11/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WCV 0086561 02	06/11/2015	06/11/2016	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

VERIFIC

This copy is for Verification Purposes Only--No Certificate Holder Stated--For Additional Information please contact writing agent

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Roger George

Lorrie Davis



City of Conway
Mayor's Office
City Hall
1201 Oak Street
Conway, Arkansas 72032
www.cityofconway.org

Date: April 5, 2016

To: Andy Hawkins David Grimes Wesley Pruitt Shelly Mehl
Mark Ledbetter Mary Smith Theo Jones Shelia Whitmore

Cc: Mayor Tab Townsell

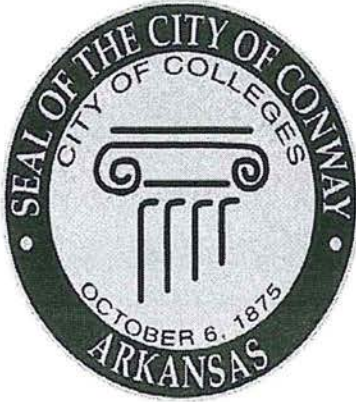
From: Felicia Rogers

Subject: Advertising and Promotion Commission

The Advertising and Promotion Commission published notices for two new commissioners to replace Ray Kordsmeier and Mike Kraft on the board. One position was for a position at large and the second position was for owners or managers of hotels, motels, & restaurants, etc. or must be involved in the tourism industry.

We respectfully request that the Conway City Council approve the appointment of Travis Mulhearn for the position at large and Alan Kizer for the hotel owner or manager/tourism industry position to serve a four year term on the Conway Advertising and Promotion Commission.

Thank you for your consideration.



RECEIVED
2/16/16 (K7)

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

Date: 2/12/16

Board applying for: (One board per form)

Advertising/Commission

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

Person Nominated: ALAN KIZER

Address: 4335 EMERALD GARDEN RD. Conway, AR. 72034

Phone/Home: (501) 339-3620 Work: (501) 513-1122

Person making nomination: Alan Kizer

Address: 4335 EMERALD GARDEN RD. Conway, AR. 72034

Phone/Home: (501) 339-3620 Work: (501) 513-1122

Please send to: Michael O. Garrett

City Clerk/Treasurer
1201 Oak Street
Conway, AR 72032
(501) 450-6100
(501) 450-6145 (f)
cityclerk@cityofconway.org
felicia.rogers@cityofconway.org

Please provide the following information for consideration to a City of Conway Board/Commission. List community/civic activities. Indicate activities in which you (or your nominee) are or have been involved.

City of Conway Board of Directors 2012-PRESENT
Title sponsor of Lendocast with CBC
Sponsor of Teachers Fair

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

Interested in understanding how this Board works and to become more active in my cities local government.

What contributions do you hope to make?

Hope to bring a fresh perspective to the Board and commit to help continue the work this Board as already done in growing and making our city a better place for its citizens

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

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

Age: 54 Sex: male Race: white

Occupation: OWNER Chick-fil-A of Conway Commerce Ward
Chick-fil-A of West Conway

Email Address: ARICENTPRIZES2015@gmail.com


Signature of Applicant or Nominator

2/12/16
Date



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

R
3/30/16
K Francis

Date: March 30, 2016

Board applying for: (One board per form)

Position at Large

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

Person Nominated: R. Travis Mulhearn

Address: 1930 Springwood Dr. City, State, Zip Conway, AR 72034

Phone/Home: 501-472-1642 Work: 501-329-1221

Person making nomination: Ray Kordsmeier Jr.

Address: 1 Burford Conway AR 72302

Phone/Home: 501-472-0130 Work: 501-329-3946

Please send to: Michael O. Garrett

City Clerk/Treasurer
1201 Oak Street
Conway, AR 72032
(501) 450-6100
(501) 450-6145 (f)
cityclerk@cityofconway.org
felicia.rogers@cityofconway.org

Please provide the following information for consideration to a City of Conway Board/Commission. List community/civic activities. Indicate activities in which you (or your nominee) are or have been involved.

Chamber Board Member (2006-2009)

Served as Justice of the Peace (2014)

Morning Rotary

Freezin for a Reason - Supporting Arkansas Childrens

Board Member of Independent Insurance Agents of Arkansas

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

Being a downtown business owner, I would like to learn about our City Government & how the A & P money is spent.

The Lodging and Restaurant Industry is very important to Conway with Employment Opportunity and Tourism.

What contributions do you hope to make?

With Conway's Growth and Expansion, I look forward to making Conway a better place work and live.

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

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

Age: 39 Sex: M Race: W

Occupation: Insurance Ward: _____

Email Address: travis@farrisagency.com

R. Jim McLean
Signature of Applicant or Nominator

03/30/2016
Date

MEMORANDUM OF AGREEMENT
BETWEEN
BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS, ACTING FOR AND ON BEHALF
OF THE UNIVERSITY OF ARKANSAS COOPERATIVE EXTENSION SERVICE
AND
City of Conway

Relative to: Horticulture Program Funding

This agreement is entered into this first day of January 2016, by and between the Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas Cooperative Extension Service (hereinafter referred to as UACES) and City of Conway (hereinafter referred to as City).

PURPOSE: The purpose of this agreement is to establish the terms of UACES to provide educational programming in the City of Conway. Educational priorities and activities are planned with the input of the County Extension Council and are offered at locations and times appropriate to meet the needs of the citizens who receive them. In return, the City agrees to pay an annual appropriation for the programs delivered.

UACES agrees to:

Provide educational programming in the area of Urban Horticulture; related community and leadership development and related 4-H youth development.
Maintain a staff necessary to fulfill the programming efforts in the City of Conway, as requested by the City in agreement with Uniform Funding.

City of Conway Government agrees to:

Pay an assessment of \$25,000.00 for educational programming.

Payment in four equal installments, as invoiced, due on or before the last working day of March, June, September and December.

In the event a vacancy occurs in a funded position, UACES will attempt to fill the vacancy in a timely manner. However, any carryover funds as a result of a vacancy will be retained in a UACES account for use in support of this City program.

This agreement shall remain in effect through December 31, 2016.

Page Two

This agreement may be terminated by either party at any time by providing written notice to the other party within 30-days advance notice. Amounts due or paid by the City will be pro-rated, thus allowing for payment only for the time period in which the contract was in place.

Signatures

City of Conway

Tab Townsell
City of Conway Mayor

Date

BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS
acting for and on behalf of THE UNIVERSITY OF ARKANSAS
COOPERATIVE EXTENSION SERVICE.

Dr. Tony Windham
Associate Vice President for
Agriculture - Extension

Date

Reviewed by:

MRS Sharon Reynolds

Sharon Reynolds
Ozark District Director

March 11, 2016

Date

Melanie Malone
Faulkner County Interim Staff Chair

Date

City of Conway, Arkansas

Independent Auditor's Reports and Financial Statements

December 31, 2013



City of Conway, Arkansas
December 31, 2013

Contents

Independent Auditor's Report.....	1
Management's Discussion and Analysis	4
Financial Statements	
Statement of Net Position	13
Statement of Activities	14
Balance Sheet – Governmental Funds.....	15
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position.....	16
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds.....	17
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	18
Statement of Net Position – Proprietary Funds	19
Statement of Revenues, Expenses and Changes in Net Position – Proprietary Funds	20
Statement of Cash Flows – Proprietary Funds	21
Statement of Net Position – Fiduciary Funds.....	22
Statement of Changes in Net Position – Fiduciary Fund.....	23
Notes to Financial Statements	24
Required Supplementary Information	
Defined Benefit Pension Plans – Schedule of Employer Contributions.....	57
Defined Benefit Pension Plans – Schedules of Funding Progress.....	58
Budgetary Comparison Schedule – General Fund.....	59
Budgetary Comparison Schedule – Street Fund.....	60
Notes to Required Supplementary Information.....	61
Other Required Report	
Independent Auditor's Report on Compliance with Certain State Acts	63

City of Conway, Arkansas

December 31, 2013

Single Audit Section

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	64
Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance – Independent Auditor's Report.....	66
Schedule of Expenditures of Federal Awards	68
Schedule of Findings and Questioned Costs	69
Summary Schedule of Prior Audit Findings.....	72

Independent Auditor's Report

The Mayor and City Council
City of Conway, Arkansas

Report on the Financial Statements

We have audited the accompanying basic financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of City of Conway, Arkansas (the City), as of and for the year ended December 31, 2013, and the related notes to the basic financial statements, which collectively comprise the City's basic financial statements listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of Conway Corporation or the City of Conway Advertising and Promotion Commission, whose financial statements reflect assets constituting 100% of total assets and revenues constituting 100% of total revenues of the aggregate discretely presented component units. Those statements were audited by other auditors, whose reports have been furnished to us, and our opinions, insofar as they relate to the amounts included for such entities, are based solely on the reports of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based on our audit and the reports of the other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Conway, Arkansas, as of December 31, 2013, and the respective changes in financial position and cash flows, where applicable, thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in *Note 17*, in 2013 Conway Corporation adopted new accounting guidance, Governmental Accounting Standards Board Statement No. 65, *Items Previously Reported as Assets and Liabilities*. Our opinions are not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary and pension information listed in the table of contents be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying schedule of expenditures of federal awards required by OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, as listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the basic financial statements.

Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America by us and other auditors. In our opinion, based on our audit, the procedures performed as described above, and the report of the other auditors, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 1, 2016, on our consideration of the City's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

BKD, LLP

Little Rock, Arkansas
March 1, 2016



**City of Conway, Arkansas
Ordinance No. O-16-_____**

AN ORDINANCE AMENDING ORDINANCE NO. O-16-16; RESTATING THE INTEREST RATE AND BANKING INSTITUTION FOR A PROMISSORY NOTE TO PROVIDE FINANCING FOR CERTAIN INFRASTRUCTURE IMPROVEMENTS TO THE CITY OF CONWAY STREET SYSTEM; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

Whereas, the City of Conway previously named Arvest Bank as the banking provider, and also named 1.60% as the interest rate for the promissory note; and

Whereas, the City re-issued its request for interest rate proposals due to a misunderstanding with regards to the promissory note being eligible for status as a bank qualified loan.

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

Section 1: Section 2 of Ordinance O-16-16 is hereby amended to read as follows, "Under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment No. 78 and the Act, the issuance of the Promissory Note in the principal amount of up to \$2,600,000 is hereby authorized for the purpose of financing a portion of the cost of the Project. The Note shall be dated the date of its issuance and shall bear interest on the outstanding principal amount at a fixed rate of ~~1.60%~~ _____% per annum."

Section 2: Section 4 of Ordinance O-16-16 is hereby amended to read as follows, "~~Arvest Bank~~ _____ has been selected by the Mayor, and approved by the City Council, based upon the commitment or proposal for the Loan that the Mayor has determined to have the lowest cost to the City after soliciting proposals or commitments for the Loan and receiving such proposals and commitments on February 16, 2016 from at least three financial institutions having offices in Faulkner County."

Section 3: All ordinances or resolutions of the City in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: This ordinance is necessary for the protection of the public peace, health and safety and that in order to avoid project delays to this Project, it is essential to the ability of the City to efficiently conduct business and have the necessary funds to pay for this Project and therefore, 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 on this 12th day of April, 2016.

Approved:

Attest:

Mayor Tab Townsell

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Ordinance No. O-16-_____**

**AN ORDINANCE APPROPRIATING FUNDING FOR THE SPIRIT HOMES ASSESSMENT EXPENSES;
AND FOR OTHER PURPOSES**

Whereas, Resolution R-15-24 authorized the Mayor to enter into an agreement with Nabholz Construction Services to review the location known as Spirit Homes as a viable location for a community / recreation center; and

Whereas, expenses of approximately \$23,000 were incurred for the construction services.

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

Section 1. The City of Conway shall appropriate an amount of \$23,311.16 from Parks and Recreation A&P Fund Balance Appropriation (252-000-4900) to Other Professional Services Account (252-000-5299) for the fiscal year 2015.

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

PASSED this 12th day of April 2016.

Approved:

Mayor Tab Townsell

Attest:

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



*City of Conway Municipal Airport
Cantrell Field*

*Josh Zylks
Airport Manager*

TO: Mayor Tab Townsell

CC: City Council Members

FROM: Josh Zylks, Airport Manager

DATE: March 29, 2016

SUBJECT: Amendment to Garver Contract for Professional Services for T-hangar Construction

Attached for your review is an amendment to the contract for professional services with Garver Engineering for construction of a 12-bay T-hangar. This contract amendment changes the total price of the professional services contract that includes work on Final Design, Bidding Services, and Construction Services from \$36,500.00 to \$46,500 due to the increased construction observation costs related to the project going approximately 70 days over projected contract time.

The cost for this amendment will be reimbursed by liquidated damages charged to the contractor for their inability to complete the project on time.

If you have any questions or need additional information please advise.



AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
City of Conway
Conway, Arkansas
Project No. 14011503

CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1, effective on the date last written below, shall amend the original contract between the City of Conway (Owner) and GARVER, LLC (GARVER), dated December 23, 2014, referred to in the following paragraphs as the original contract. This contract amendment changes the original contract party from Garver Engineers, LLC to Garver, LLC.

This Contract Amendment No. 1 adds/modifies professional services for the:

12 Bay T-Hangar Construction

The original contract is hereby modified as follows:

SECTION 3 – PAYMENT

Section 3 of the original contract is hereby amended as follows:

WORK DESCRIPTION	ORIGINAL FEE AMOUNT	AMENDED FEE AMOUNT	FEE TYPE
Final Design	\$16,500	\$16,500	LUMP SUM
Bidding Services	\$4,500	\$4,500	LUMP SUM
Construction Phase Services	\$15,500	\$25,500	LUMP SUM
TOTAL FEE	\$36,500	\$46,500	



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

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

CITY OF CONWAY

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



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

Finley Vinson, P.E.
 City Engineer
Finley.Vinson@cityofconway.org
 501-450-6165

April 6, 2016

Mayor Tab Townsell
 1201 Oak Street
 Conway, Arkansas 72032

**RE: Baker Wills Parkway
 Stage 1 - South Interchange
 UP Railroad to Sturgis Road Connection
 Utility Relocations**

Dear Mayor Townsell:

In order to complete the connection of Stage 1 of the Baker Wills Parkway to existing Sturgis Road, several poles and low overhead electric power lines (owned by Entergy) must be relocated.

The cost of the work as provided by Entergy is as follows:

Relocate 10 poles & related wiring and facilities	\$31,121.90
Tree Trimming (Contract Services)	\$15,000.00
Right of Way Easement Cost	<u>\$7,452.00</u>
TOTAL ESTIMATED COST	\$53,546.90

Entergy is requesting that the City execute the attached Agreement to reimburse them for this cost. Therefore, we are requesting approval to enter into this reimbursement agreement and authorization to reimburse them for the relocation cost as shown above.

The above amount has been reduced from \$73,546.90 as shown on the Entergy estimate to \$53,546.90 as per e-mail from Entergy reducing the Tree Trimming cost by \$20,000 based on actual Tree Trimming billing for the completed work.

If you have questions, please call.

Thanks,

Ronnie Hall, P.E.

ENTERGY ARKANSAS, INC. – AGREEMENT TO CHANGE EXISTING FACILITIES

Enter Contract information in the shaded fields below. Use Tab key to move to the next input field.

For questions related to this form, contact Rate Administration at 8-750-5779 or 501-377-5779.

Agreement Date:	<u>April, 6 2016</u>
Customer Name: Example: John Smith	<u>City of Conway (Mayor Tab Townsell)</u>
City: Example: Little Rock	<u>Conway</u>
County: Example: Pulaski	<u>Faulkner</u>
Changes to be made to existing facilities:	Rerouting 3phase power lines and service back to existing customers by Installing: 10- wood poles 11- anchors, over 1 mile of primary & neutral wire and Removing: 7 poles and 5 anchors and over 1 mile of primary & neutral wire Relocate poles cost= \$31,121.90 Tree Trimming cost= \$15,000.00 Right of way easement cost= \$7452.00 Total Cost=\$53,546.90
Contribution in aid of construction:	<u>\$53,546.90</u>
Other Provisions:	<u>none</u>
DIS WR#:	<u>651913</u>
Project #:	<u>Conway Western Arterial Loop #080431</u>
Department:	<u>DPG4K</u>
Resource:	<u>_____</u>
Activity:	<u>TFOM</u>
Location:	<u>324 Sturgis Rd., Conway</u>
Account Number:	<u>_____</u>
Residential	<u>No</u>
Commercial	<u>Yes</u>
Industrial	<u>No</u>

AGREEMENT TO CHANGE EXISTING FACILITIES

THIS AGREEMENT, made and entered into on **April, 6 2016**, by and between **City of Conway (Mayor Tab Townsell)** ("Customer") of the City of **Conway**, County of **Faulkner**, Arkansas, and Entergy Arkansas, Inc., ("EAI" or the "Company");

1. Company, will within a reasonable time, change existing electric facilities as follows:
**Rerouting 3phase power lines and service back to existing customers by
 Installing: 10- wood poles 11- anchors, over 1 mile of primary & neutral wire
 and Removing: 7 poles and 5 anchors and over 1 mile of primary & neutral wire**

**Relocate poles cost= \$31,121.90
 Tree Trimming cost= \$15,000.00
 Right of way easement cost= \$7452.00
 Total Cost=\$53,546.90**

2. CUSTOMER, having requested the aforementioned work, and in consideration of the facilities to be provided by Company, does hereby agree to contribute to Company prior to construction cash in the amount of **\$\$53,546.90**.
3. It is not intended that Customer will acquire any rights or interest in the facilities of Company by reason of this payment toward the cost of the aforementioned work.
4. CUSTOMER shall obtain all necessary rights of way, and complete the applicable form(s) supplied by Company, from all property owners over which the line shall be located granting to Company, its successors and assigns, the rights and privileges to construct, maintain and operate said line. Such completed forms shall be appropriately signed and delivered to Company prior to construction.
5. It is expressly understood that said rights of way and all electrical facilities erected for serving Customer under this Agreement shall always be and remain the property of Company, and Company has the right to serve any other customers from said line or any extension thereof at any time.
6. Other Provisions:**none**

City of Conway (Mayor Tab Townsell)

ENTERGY ARKANSAS, INC.

By: _____

By: _____

Title: _____

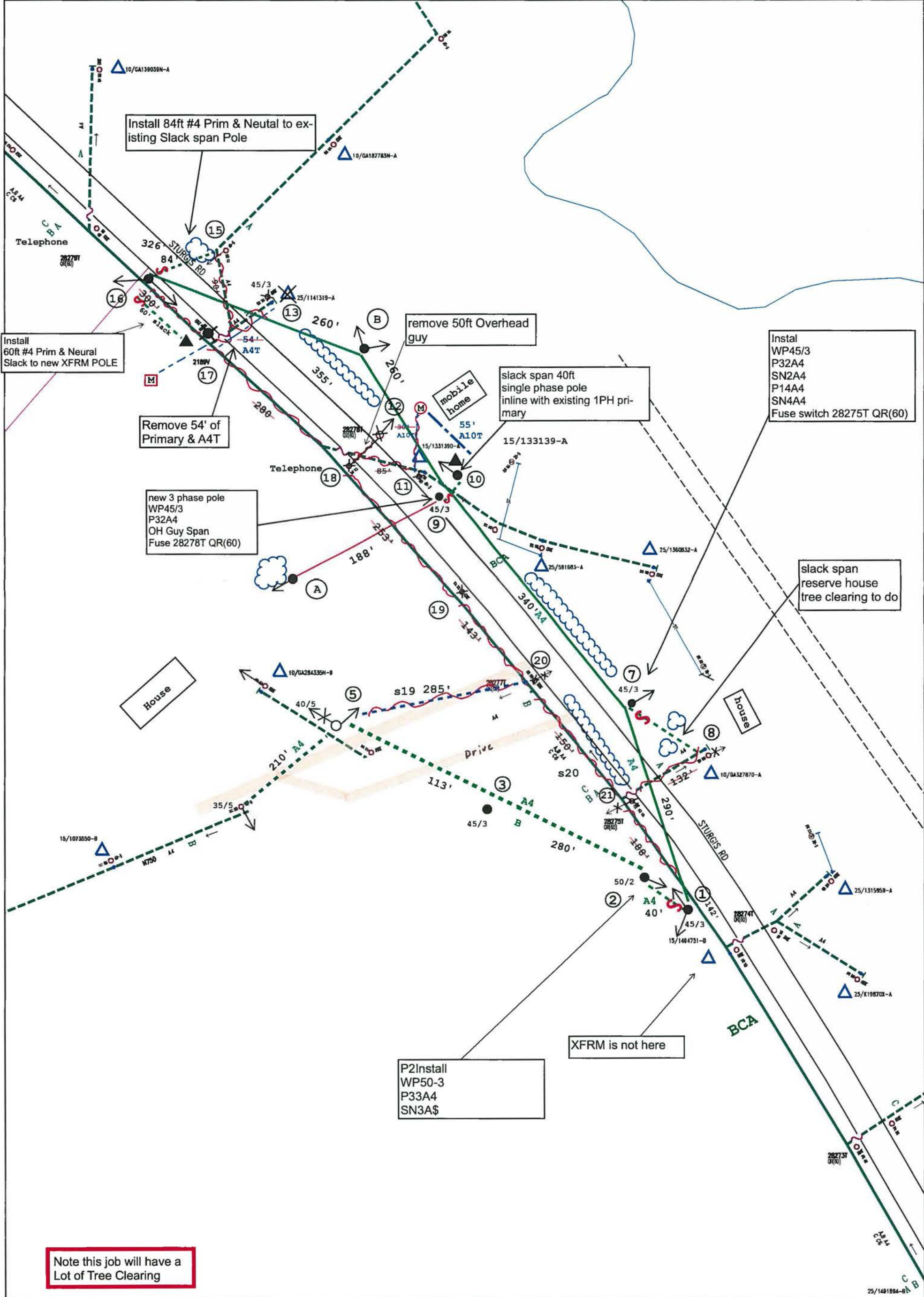
Approved: _____

Title: _____

DIS WR#	<u>651913</u>	Project #:	<u>Conway Western Arterial Loop</u>	Business Unit:	A0000
---------	----------------------	------------	--	----------------	-------

			#080431		
Department:	DPG4K	Resource:		Activity:	TFOM
Physical Location:	DAR	Location:	324 Sturgis Rd., Conway	Account Number:	
Residential	No	Commercial	Yes	Industrial	No

Entergy	WR Title: Relocate Facilities for Conway Interchange Loop		WR: 651913	Rev#: 1
	Address: 3017 Stugis Rd., Conway		Work Order ID: C6DB171580	
Local Office: 1042	Cust Name: City of Conway Loop	County/Parish: Faulkner	Date: 02/10/16	commit: 5/3/16
Tax Dist: 1	Cust Svc Entrance Size: N/A	Latitude:	Designer: nbaugh	ARC Flash: 4.08
WR Type: CUSTOMR		Longitude:	Sub: LAKE CONWAY	Phase:
Acct#:	SO#:	PAL SO#:	Circuit Bkr ID: N750	Page:
Phone#: 501-733-6189	VCAP #:	Scale 1":124'		
Contact Person: Ronnie Hall	One Call #:			



Note this job will have a Lot of Tree Clearing

APPRAISAL OF REAL PROPERTY

CITY OF CONWAY, AR.



LOCATED AT

2901 College Ave
Conway, AR 72034

Lot 1, Pickwicket Corner, City of Conway, Faulkner Co. AR

FOR

City of Conway, AR.
1201 Oak Street
Conway, AR. 72032

OPINION OF VALUE

160,000

AS OF

03/25/2016

BY

Kent Baker, CR-0303
Conway Appraisal Group
611 Court St., Ste 8
Conway, AR. 72032
501-329-4700
kbcag@sbcglobal.net

Conway Appraisal Group
611 Court St., Ste. 8
Conway, AR. 72032
501-329-4700

03/28/2016

City of Conway, AR.
1201 Oak Street
Conway, AR. 72032

Re: Property: 2901 College Ave
Conway, AR 72034
Client City of Conway, AR.
File No.: 031617

Opinion of Value: \$ 160,000
Effective Date: 03/25/2016

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



Kent Baker, CR-0303
State Certified Residential
License or Certification #: CR-0303
State: AR Expires: 06/30/2016
kbcag@sbcglobal.net

SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	2901 College Ave
	Legal Description	Lot 1, Pickwicket Corner, City of Conway, Faulkner Co. AR
	City	Conway
	County	Faulkner
	State	AR
	Zip Code	72034
	Census Tract	0310.01
	Map Reference	30780
PRICE & DATE	Contract Price	\$ 159,500
	Date of Contract	
PARTIES	Client	City of Conway, AR.
	Client	City of Conway, AR.
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	1,904
	Price per Square Foot	\$ 83.77
	Location	Conway West
	Age	24
	Condition	Average
	Total Rooms	7
	Bedrooms	3
	Baths	2
APPRAISER	Appraiser	Kent Baker, CR-0303
	Effective Date of Appraisal	03/25/2016
VALUE	Opinion of Value	\$ 160,000

Client	City of Conway, AR.	File No.	031617
Property Address	2901 College Ave		
City	Conway	County	Faulkner
		State	AR
		Zip Code	72034
Client	City of Conway, AR.		

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- Appraisal Report** (A written report prepared under Standards Rule 2-2(a) pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- Restricted Appraisal Report** (A written report prepared under Standards Rule 2-2(b) pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Reasonable Exposure Time (USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)
My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 3-6 Months

Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:
 The Income Approach was not part of the Scope of Work and was not needed to produce a credible value conclusion.

APPRAISER:

Signature: 

Name: Kent Baker, CR-0303

State Certified Residential

State Certification #: CR-0303

or State License #:

State: AR Expiration Date of Certification or License: 06/30/2016

Date of Signature and Report: 03/26/2016

Effective Date of Appraisal: 03/25/2016

Inspection of Subject: None Interior and Exterior Exterior-Only

Date of Inspection (if applicable): 03/25/2016

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____

Name: _____

State Certification #: _____

or State License #: _____

State: _____ Expiration Date of Certification or License: _____

Date of Signature: _____

Inspection of Subject: None Interior and Exterior Exterior-Only

Date of Inspection (if applicable): _____

RESIDENTIAL APPRAISAL REPORT

File No: 031617

Property Address: 2901 College Ave City: Conway State: AR Zip Code: 72034
 County: Faulkner Legal Description: Lot 1, Pickwick Corner, City of Conway, Faulkner Co. AR
 Assessor's Parcel #: 710-08356-001
 Tax Year: 2014 R.E. Taxes: \$ 1,155 Special Assessments: \$ 0 Borrower (if applicable): City of Conway, AR.
 Current Owner of Record: Morgan Long Occupant: Owner Tenant Vacant Manufactured Housing
 Project Type: PUD Condominium Cooperative Other (describe) HOA: \$ 0 per year per month

Market Area Name: Conway West Map Reference: 30780 Census Tract: 0310.01
 The purpose of this appraisal is to develop an opinion of: Market Value (as defined), or other type of value (describe)
 This report reflects the following value (if not Current, see comments): Current (the Inspection Date is the Effective Date) Retrospective Prospective
 Approaches developed for this appraisal: Sales Comparison Approach Cost Approach Income Approach (See Reconciliation Comments and Scope of Work)
 Property Rights Appraised: Fee Simple Leasehold Leased Fee Other (describe)
 Intended Use: To establish market value as of the day of inspection.

Intended User(s) (by name or type): City of Conway, AR.
 Client: City of Conway, AR. Address: 1201 Oak St., Conway, AR. 72032
 Appraiser: Kent Baker, CR-0303 Address: 611 Court St., Ste 8, Conway, AR. 72032

Location: <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural	Predominant Occupancy: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vacant (>5%)	One-Unit Housing PRICE (per \$1000): 100 Low 1	Present Land Use: One-Unit 80% 2-4 Unit 5% Multi-Unit 5% Comm'l 5% Outlet Office 5%	Change in Land Use: <input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> Likely* <input type="checkbox"/> In Process*
Built up: <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Growth rate: <input checked="" type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow <input type="checkbox"/> Declining	AGE (yrs): 300 High 50 175 Pred 24		
Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Decreasing	Demand/supply: <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply			
Marketing time: <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.				

Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends):
 Road to the west; Donaghey Avenue to the east; Prince Street to the north. Conway west market area. Area consists of mostly residential properties with small areas of 2-4 family units, multi-family units, commercial, and quiet office. Shopping, employment, schools, churches, and recreational facilities all located within 10-15 minute drive. Conway Country Club located 3-5 blocks to the west.

Dimensions: Platted development Site Area: 0.31
 Zoning Classification: R-1 Description: Single Family Residential
 Zoning Compliance: Legal Legal nonconforming (grandfathered) Illegal No zoning
 Are CC&Rs applicable? Yes No Unknown Have the documents been reviewed? Yes No Ground Rent (if applicable) \$ /
 Highest & Best Use as Improved: Present use, or Other use (explain)
 Actual Use as of Effective Date: Single Family Residential Use as appraised in this report: Single Family Residential
 Summary of Highest & Best Use: Single Family Residential

Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Topography	Level
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Street	Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Size	0.31
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Curb/Gutter	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Shape	Rectangular
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Sidewalk	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Drainage	Adequate
Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Street Lights	Vapor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	View	Average
Storm Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Alley	None	<input type="checkbox"/>	<input type="checkbox"/>		

Other site elements: Inside Lot Corner Lot Cul de Sac Underground Utilities Other (describe)
 FEMA Spec'l Flood Hazard Area Yes No FEMA Flood Zone X FEMA Map # 05045C0278H FEMA Map Date 12/19/2006
 Site Comments: Subject site is approx 0.31 Acres more or less. Lot is typical for the residential area. Normal utility easements were noted for this lot.

General Description	Exterior Description	Foundation	Basement	Heating	Central
# of Units: 1 <input type="checkbox"/> Acc. Unit	Foundation: Concrete	Slab: Concrete	Area Sq. Ft.:	Type: F-Air	Fuel: Gas
# of Stories: 1.00	Exterior Walls: Brk/Sdg	Crawl Space: No	% Finished:	Cooling: Elec	Other: No
Type: <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/>	Roof Surface: Comp	Basement: No	Walls:		
Design (Style): Trad	Gutters & Dwnspis: Alum	Sump Pump: <input type="checkbox"/> None Appt	Floor:		
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Und.Cons.	Window Type: Alum	Dampness: <input type="checkbox"/> None Appt	Outside Entry:		
Actual Age (Yrs.): 24	Storm/Screens: Alum	Settlement: None noted			
Effective Age (Yrs.): 20		Infestation: None noted			

Interior Description	Appliances	Attic	Amenities	Car Storage	
Floors: Cpt/TU/Lam/Avg	Refrigerator: <input type="checkbox"/>	Stairs: <input type="checkbox"/>	Fireplace(s) #: One	Garage: # of cars (4 Tot)	
Walls: DW/WD/Avg	Range/Oven: <input checked="" type="checkbox"/>	Drop Stair: <input checked="" type="checkbox"/>	Patio: Concrete	Attach: 2	
Trim/Finish: W/D/Avg	Disposal: <input checked="" type="checkbox"/>	Scuttle: <input type="checkbox"/>	Deck: Wood	Detach: _____	
Bath Floor: TU/Lam/Average	Dishwasher: <input checked="" type="checkbox"/>	Doorway: <input type="checkbox"/>	Porch: Covered	Bit-In: _____	
Bath Wainscot: TU/Average	Fan/Hood: <input checked="" type="checkbox"/>	Floor: <input type="checkbox"/>	Fence: Wood	Carport: 0	
Doors: Std/Average	Microwave: <input type="checkbox"/>	Heated: <input type="checkbox"/>	Pool: None	Driveway: 2	
	Washer/Dryer: <input type="checkbox"/>	Finished: <input type="checkbox"/>		Surface: Concrete	

Finished area above grade contains: 7 Rooms 3 Bedrooms 2 Bath(s) 1,904 Square Feet of Gross Living Area Above Grade
 Additional features: Insulated windows, doors, ceiling fans, and fireplace.
 Describe the condition of the property (including physical, functional and external obsolescence): Physical depreciation was considered less than normal.
 Actual age of 24 with an effective age of 20. No functional or external inadequacies were noted.





City of Conway, Arkansas
Ordinance No. O-16- _____

AN ORDINANCE APPROPRIATING GRANT FUNDS FOR THE SPENCER STREET BROWNFIELD CLEANUP PROJECT; AND FOR OTHER PURPOSES;

Whereas, grant funds in the amount of \$740 were received from the U.S. Environmental Protection Agency in support of the Spencer Street Brownfield Cleanup Project and for other expenses;

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

Section 1: The City of Conway, Arkansas, shall accept grant funds in the amount of \$740 and appropriate said funds from Federal Miscellaneous Grant Account (399-000-4200) to the Planning & Development Grant Account (399-105-5799).

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

PASSED this 12th day of April, 2016.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Ordinance No. O-16- _____**

AN ORDINANCE ACCEPTING AND APPROPRIATING DONATION FUNDS FOR THE CONWAY TREE BOARD FOR TREES IN CELEBRATION, AND FOR OTHER PURPOSES;

Whereas, donations in the amount of \$700 have been received from private donors in support of the Conway Tree Board program Trees in Celebration, and for other expenses.

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

Section 1: The City of Conway, Arkansas, shall accept donation funds in the amount of \$700 and appropriate said funds from Donation Account (260-000-4705) to the Tree Board Expense Account (260-000-5430).

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

PASSED this 12th day of April, 2016.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-16-_____

AN ORDINANCE ANNEXING CERTAIN LANDS WHICH HAVE BEEN COMPLETELY SURROUNDED BY THE INCORPORATED LIMITS OF THE CITY OF CONWAY:

Whereas, Act 314 of 1979 provides that unincorporated islands of land that have been completely surrounded by the incorporated limits of a municipality may be annexed by that municipality; and

Whereas, the City of Conway desires to annex certain lands more completely described below; and

Whereas, all necessary urban services, such as fire and police protection, are to be extended to such areas within a reasonable period of time; and

Whereas, the areas to be annexed comply with the standards for lands qualifying for annexation which are set forth in ACA 14-40-501 et seq., and Act 314 of 1979; and

Whereas, a public hearing was held on the 22nd day of March, 2016, regarding these proposed annexations; and

Whereas, on February 29th, 2016 & March 7th, 2016, a legal notice was published setting out the legal description of the territories proposed to be annexed and all property owners within the areas were notified by certified mail of their right to appear at the public hearing.

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

Section 1. That the incorporated limits of the City of Conway has completely surrounded the parcel of real estate hereinafter described, and unincorporated area is described as follows:

Tract 1 Legal (Round Mountain Cemetery)

Part of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 2, Township 4 North, Range 14 West; described as beginning at a point 0 degrees 08 minutes 51 seconds east 200 feet from the SE corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence north 89 degrees 40 minutes 36 seconds east 210 feet; thence north 0 degrees 08 minutes 51 seconds east 420.10 feet; thence south 89 degrees 40 minutes 36 seconds west 305 feet to a point in a public road; thence south 01 degrees 41 minutes 36 seconds east along said public road a distance 420.10 feet; thence leaving said public road north 89 degrees 40 minutes 36 seconds east a distance of 81.50 feet to point of beginning, containing 2.85 acres, more or less.

Tract 2 Legal (32 Bronnie Lane)

Part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 20, Township 5 North, Range 13 West; described as beginning at a point 835 feet east of the northwest corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ being a point along a public road Bronnie Lane and the northline of said NW $\frac{1}{4}$ SW $\frac{1}{4}$; thence south 35 feet to point of beginning; thence south 210 feet; thence east 210 feet; thence north 210 feet; thence west 210 feet to point of beginning, containing .97 acres, more or less.

Tract 3 Legal (36 Bronnie Lane)

Part of the NW ¼ SW ¼ , Section 20, Township 5 North, Range 13 West; described as beginning at a point 1041 feet east of the northwest corner of said NW ¼ SW ¼ being a point public road Bronnie Lane and the northline of said NW ¼ SW ¼; thence south 35 feet to point of beginning; thence continue east 114.22 feet to the west right of way of Interstate 40; thence along said right of way S 13' 11'43" E 104.48 feet; thence S 10' 58' 15" E 110.30 feet; thence leaving said right of way West 159.06 feet; thence north 210 feet to the point of beginning, containing .66 acres, more or less.

That the above described lands and territory be and the same hereby are declared to be a part of the City of Conway, Faulkner County, Arkansas and shall be zoned **A-1**.

Section 2. That the City of Conway hereby accepted the following section(s) of street(s) as public street(s) for maintenance and for the purpose of providing street frontage for the issuance of building permits.

That portion of Mill Pond Rd and Bronnie Lane that fronts upon these properties.

Section 3. That unless a street is specifically named in this ordinance as being accepted for maintenance or to provide street frontage for the issuance of building permits, it shall not be accepted for either purpose.

Section 4. From and after this date, the inhabitants residing within and upon the hereinabove described lands and territory shall have and enjoy all the rights and privileges of, and be subject to all the laws, rules, ordinances, limitations, and regulations imposed upon the inhabitants with the original city limits of City of Conway, Arkansas, and for voting purposes, said lands are hereby assigned to and designated as a part of **Ward 4** of the City of Conway, Arkansas. All necessary urban services, such as police and fire protection, shall be extended to such area within a reasonable time.

Section 5. That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of that conflict.

Passed this 12th day of April, 2016.

Approved

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-16- _____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE VARIOUS PROPERTIES LOCATED IN THE BOULEVARD ADDITION AND DAVIES AND GARVINS ANNEX TO THE CITY OF CONWAY, FROM R-2A TO S-1:

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

Section 1: The Zoning District Boundary Map of the Conway Land Development Code be amended by changing all the **R-2A** symbols and indications as shown on the Zoning District Boundary Map in an areas described as follows:

[1529 Bruce Street] The east 55 feet of the west 125.0 feet of Lots 1,2 and 3, Blk 72, Boulevard Addition

[236 Center Street] Lots 4 and the north 5 feet of Lot 5, Blk 72, Boulevard Addition to the City of Conway, AR

[224 Center Street] The south 45 feet of Lot 5 and the north 10 feet of Lot 6 all in Blk 72, Boulevard Addition to the City of Conway, AR

[220 Center Street] The N ½ of Lot 8 and the south 35 feet of Lot 7 all in Blk 72, Boulevard Addition to the City of Conway, AR

[218 Center Street] The west 108 feet of Lot 9 and the west 108 feet of the S ½ of Lot 8 and the north 10 feet of an alley lying south of Lot 9 all in Blk 72, Boulevard Addition to the City of Conway, AR

[204 Center Street] South 115' of Lot 10 and South 115' of the West 40" of Lot 11, Blk 72, Boulevard Addition to the City of Conway, AR.

[1520 South Boulevard] The North 50 feet of Lot 12 and all of Lots 13 and 14, Blk 72, less and except thee west 5.50 feet of Lot 13, Boulevard Addition to the City of Conway, AR.

[Lot north of 1520 South Boulevard] The east 115 feet of the S ½ of Lot 8 and the east 115 feet of Lot 9, Blk 72, Boulevard Addition and the north 10 feet of an alley lying adjacent to said property to the City of Conway, AR

[205 Conway Boulevard] The south 106 feet of Lots 26, 27 & 28, Blk 72, Boulevard Addition to the City of Conway, AR

[219 Conway Boulevard] The north 59 feet of Lots 26, 27 & 28, Blk 72, Boulevard Addition to the City of Conway, AR

[Lot adjoining the northwest corner of 219 Conway Boulevard] The west 73 feet of Lots 22 and 23, Blk 72, Boulevard Addition to the City of Conway, AR.

[227 Conway Boulevard] The north 47.50 feet of Lot 20, Blk 72, Boulevard Addition to the City of Conway, AR

[229 Conway Boulevard] Lot 19, Blk 72, Boulevard Addition to the City of Conway, AR.

[136 Conway Boulevard] Lot 3, Blk 4, Daviess and Garvins Annex to the City of Conway, AR

[130 Conway Boulevard] Lot 4, Blk 4, Daviess and Garvins Annex to the City of Conway, AR

[124 Conway Boulevard] Lot 5, Blk 4, Daviess and Garvins Annex to the City of Conway, AR

to those of **S-1**, and a corresponding use district is hereby established in the area above described and said property is hereby rezoned.

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

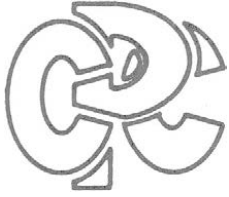
PASSED this 12th day of April, 2016.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

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

MEMO

To: Mayor Tab Townsell
CC: City Council Members

From: Mark Lewis, 2016 Planning Commission Chairman
Date: April 5, 2016

Re: CBC Appeal of Planning Commission denial for rezoning from R-2A to S-1

Central Baptist College (CBC) has submitted a written request to appeal the Planning Commission's denial for rezoning property groups 'B' and 'C' (described below) from R-2A to S-1 at their March 14, 2016 meeting.

Property group 'B' consists of:

136 Conway Boulevard
130 Conway Boulevard
124 Conway Boulevard

Property group 'C' consists of:

205 Conway Boulevard
219 Conway Boulevard
Lot adjoining the NW corner of 219 Conway Boulevard
227 Conway Boulevard
229 Conway Boulevard
1520 South Boulevard
204 Center Street
218 Center Street
Lot adjoining 218 Center Street to the east
220 Center Street
224 Center Street
236 Center Street
1529 Bruce Street

The motion to rezone property group B from R-2A to S-1 failed on a 2-6 motion made by Justin Brown and seconded by Anne Tucker with Commissioners Brooks Freeman, Bryan Quinn, Marilyn Armstrong, Dalencia Hervey, Anne Tucker and Justin Brown voting in opposition.

The motion to rezone property group C from R-2A to S-1 failed on a 2-6 motion made by Jerry Rye and seconded by Anne Tucker with Commissioners Brooks Freeman, Bryan Quinn, Marilyn Armstrong, Dalencia Hervey, Anne Tucker and Justin Brown voting in opposition.

Summary from Planning Commission March 14, 2016 meeting:

Central Baptist College (CBC) requested the rezoning of multiple properties from R-2A to S-1 in an area from Scott Street to the North, Ash Street to the West, Robins Street to the South, and Oliver Street to the East. These multiple properties were divided into property groups, as described below, for the sake of discussion and review by the Planning Commission.

Identified as property group 'A' in the March Planning Commission Staff Report:

222 Conway Boulevard

Identified as property group 'B' in the March Planning Commission Staff Report:

136 Conway Boulevard

130 Conway Boulevard

124 Conway Boulevard

Identified as property group 'C' in the March Planning Commission Staff Report:

205 Conway Boulevard

219 Conway Boulevard

Lot adjoining the NW corner of 219 Conway Boulevard

227 Conway Boulevard

229 Conway Boulevard

1520 South Boulevard

204 Center Street

218 Center Street

Lot adjoining 218 Center Street to the east

220 Center Street

224 Center Street

236 Center Street

1529 Bruce Street

Identified as property group 'D' in the March Planning Commission Staff Report:

Lot adjoining eastern 340 Ash Street on the eastern end of the north property line

336 Ash Street

Identified as property group 'E' in the March Planning Commission Staff Report:

1601 Simms Street

Identified as property group 'F' in the March Planning Commission Staff Report:

413 Center Street

Identified as property group 'G' in the March Planning Commission Staff Report:

1470/1472 Scott Street

The request to rezone property group G was withdrawn by written request 5 days prior to the public hearing and was therefore not considered during the March Planning Commission meeting.

The requests for rezoning property groups A, D, E, and F were withdrawn following the public hearing on 3/14/16.

The motions to approve the requests for rezoning from R-2A to S-1 for property groups B and C failed by a vote of 2-6 with Commissioners Brooks Freeman, Dalencia Hervey, Marilyn Armstrong, Bryan Quinn, Justin Brown and Anne Tucker voting in opposition on both motions.

Additional information included for reference:

- CBC letter of appeal
- map indicating the property groups covered by this appeal
- map indicating the location of the property groups as originally submitted
- CBC Rezoning Request section of the March Planning Commission Staff Report
- copy of the March Meeting minutes
- copy of request to withdraw property group G from consideration

Please advise if you have any questions.



240 Skyline Drive, Suite 3000 · Conway, Arkansas 72032
(501) 329-1400 office · (501) 327-3972 Fax

DATE: April 4, 2016

TO: The Honorable Tab Townsell, Mayor, City of Conway, AR

RE: CBC Rezoning

Mayor Townsell:

Central Baptist College, located at 1501 College Avenue, is requesting to rezone property it owns from R2-A Residential District to S-1 Institutional District. The Planning Commission ruled against the request in its monthly meeting held on March 14, 2016. On behalf of Central Baptist College, I hereby request an appeal to the Conway City Council regarding the Planning Commission's recommendation of denial. Although several tracts of land were discussed at the Planning Commission Meeting, Central Baptist College has eliminated all pieces of property from the rezoning request with the exception of Area B and C. The appeal is for all properties currently owned by the college within Area B and C as indicated on the attached map.

Area C is the city block bordered on the east by Conway Blvd., on the north by Bruce Street, on the west by Center Street and on the south by South Blvd. The subject property is located between properties that have previously been approved for S-1 Institutional District as indicated on the attached map. The city block in question (Area C) has long been anticipated as an area that Central Baptist College would expand in as indicated on the Old Conway Design Overlay District map, where three city blocks have been labeled Transition Zone for the purpose of accommodating the college. A copy of that map is also attached. Area B is across the street of the almost whole city block that we own and is already zoned S-1. This is the south property in the transition zone.

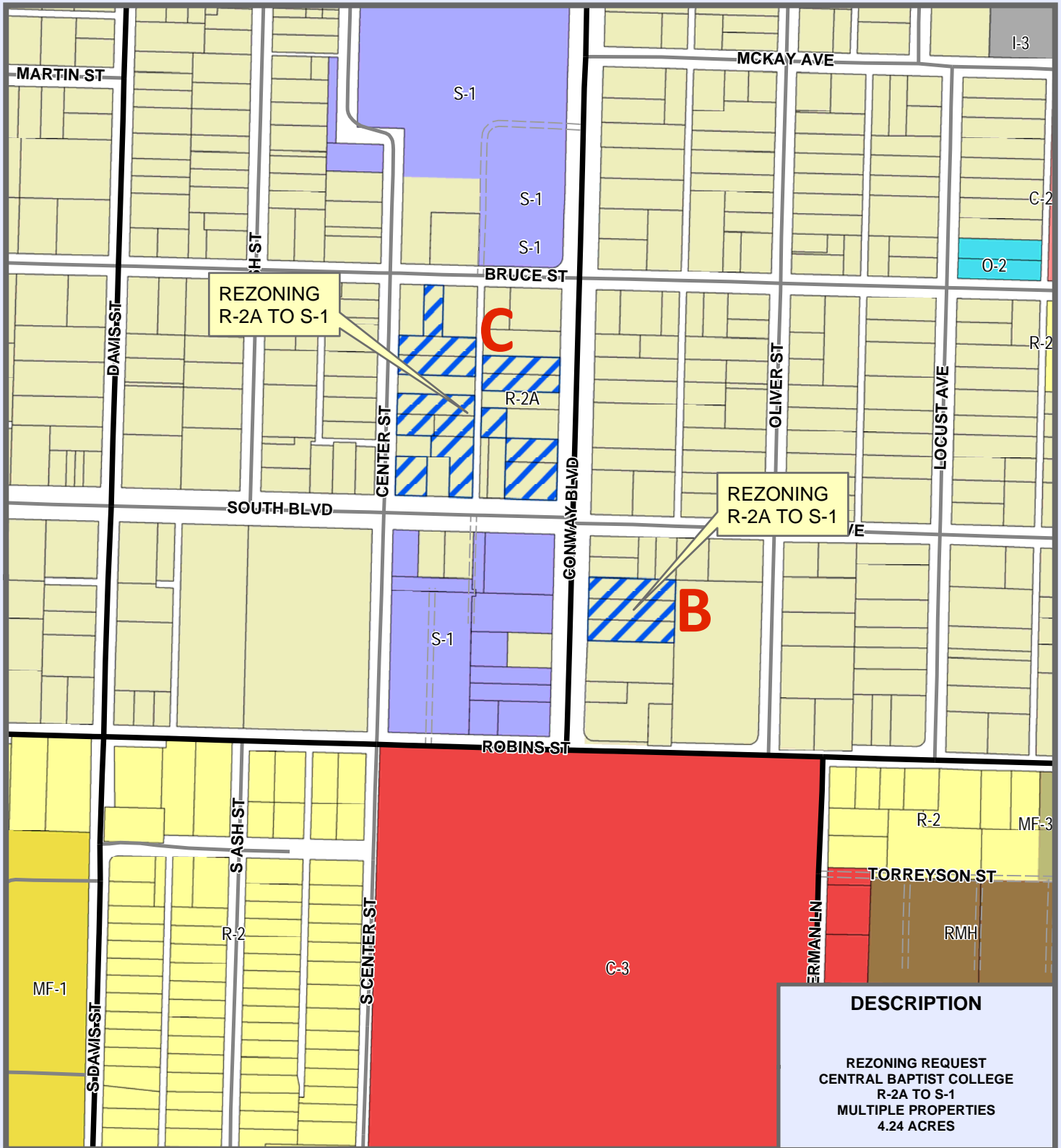
As described in the City of Conway Zoning Ordinance, the S-1 designation was created specifically for schools and other limited institutional uses. Therefore, we contend these are reasonable requests for appeal. Thank you for your consideration in this matter.


Tim P. Tyler


President Kimbrow

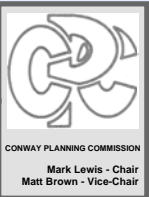
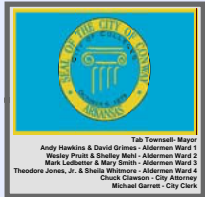
CITY OF CONWAY

CENTRAL BAPTIST COLLEGE -- REZONING APPEAL

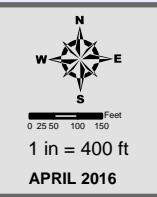


DESCRIPTION

**REZONING REQUEST
CENTRAL BAPTIST COLLEGE
R-2A TO S-1
MULTIPLE PROPERTIES
4.24 ACRES**

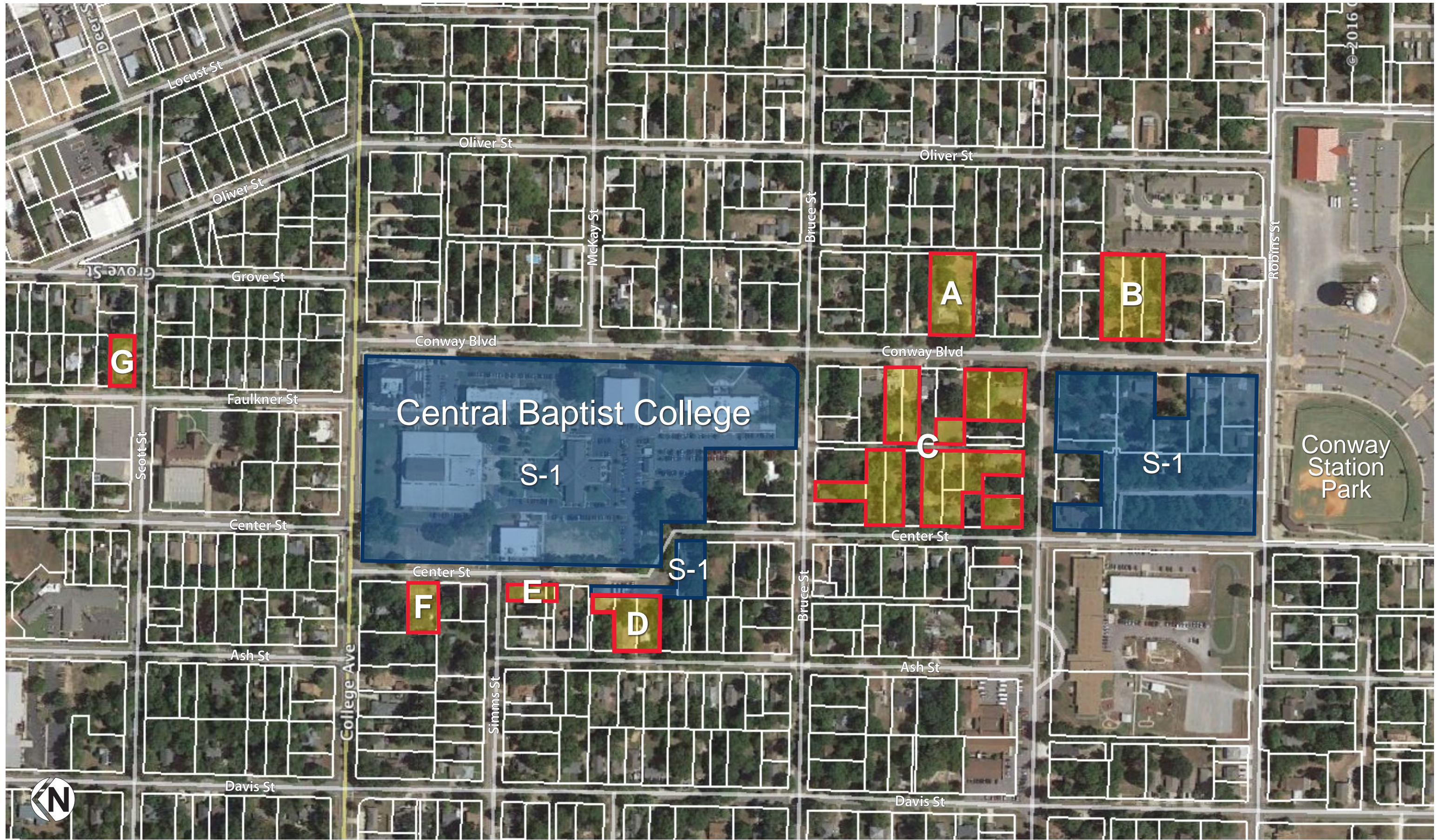


INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	MF-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	MF-2
COLLECTOR	CITY LIMITS	R-2	MF-3
PRIVATE ROAD		HR	RMH
INTERSTATE RAMP		SR	
RAILROADS		Commercial Office	Special
		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	SP
			S-1
			A-1
			PUD
			TJ



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

CONTACT INFORMATION
WWW.CONWAYPLANNING.ORG/SIS
E-MAIL: Jason.Lyon@CityOfConway.org



1A CENTRAL BAPTIST COLLEGE REZONING: R-2A TO S-1

CENTRAL BAPTIST COLLEGE REZONING R-2A (LARGE LOT DUPLEX) TO S-1 (INSTITUTIONAL)

APPLICANT

Central Baptist College
1501 College Ave
Conway, AR 72034

STAFF REVIEW BY

Bryan Patrick, Director of Planning
1201 Oak Street
Conway, AR 72032

SITE DATA

Location. Multiple sites in the general area of the Central Baptist College campus. Please refer to the property location map on page 4.

Site Area. 6.3 acres total+/- (6.06 acres +/- with the removal of Area G)

Current Zoning. R-2A (Large Lot Duplex)

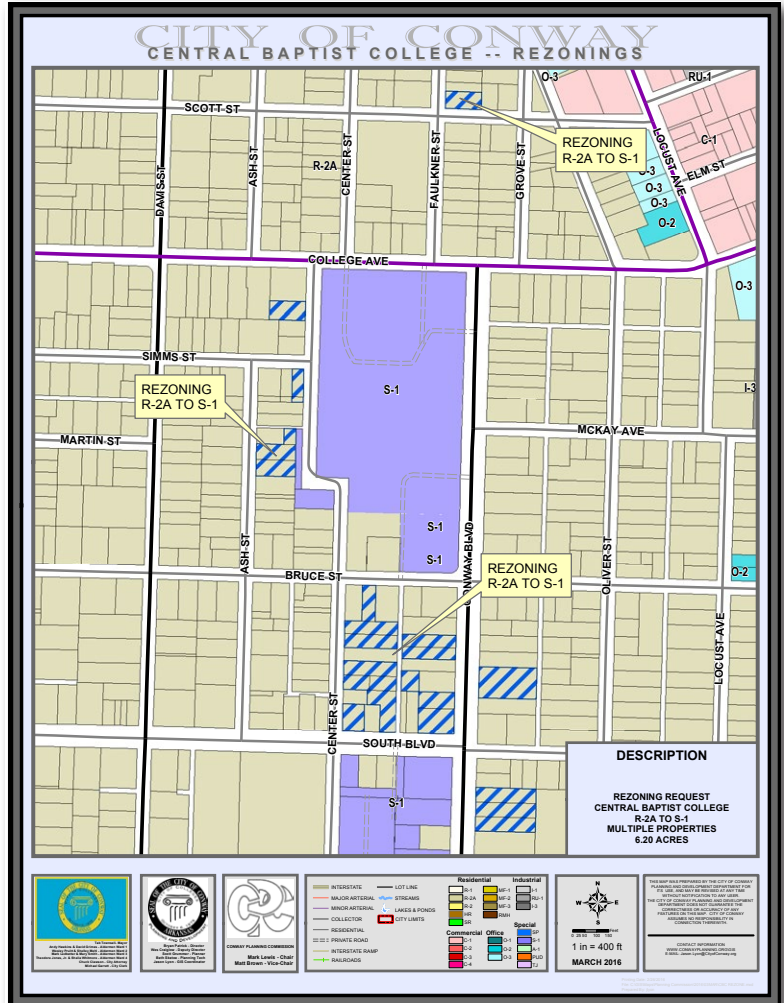
Requested Zoning. S-1 (Institutional)

Existing Structures. (Please refer to location map):

- 222 Conway Boulevard - 1 one-story 1960s ranch single-family residence
- 124, 130, 136 Conway Boulevard - 2 one-story 1950s minimal traditional single-family residences
- 1529 Bruce Street - 1 one-story 1950s minimal traditional single-family residence
205, 219, 227, 229 Conway Boulevard - 2 one-story 1950s minimal traditional single family residences and 1 one-story ranch single family residence
1520 South Boulevard - 1 one-story 1960s ranch single-family residence
204, 218, 220, 224, 236 Center Street - 5 one-story 1960s minimal traditional and ranch single-family residences
- 336 & 340 Ash Street - 2 one-story 1930s minimal cottage single family residences
- 1601 Simms Street - 1 one-story 1930s craftsman cottage single family residence
- 413 Center Street - 1 one-story 1920s minimal craftsman cottage single family residence
- 1470/1472 Scott Street - 1 one-story 1960s ranch duplex residence

Overlay. All requested property rezoning is within the Old Conway Design Overlay District

Comprehensive Plan. The Comprehensive Plan shows this property as appropriate for single family residential.



Projected Traffic Impact. With the existing R-2A zoning and current residential use, around 190 vehicle trips per day can be expected. Without specific college related uses, it is difficult to predict the amount of traffic generation. Traffic generation manuals state that a college generates 2.38 vehicle trips per student. However, this traffic generation would be spread throughout the entire College campus and would vary depending on specific uses, time of day, and special events.

Utility Infrastructure. Conway Corporation Engineering will review and consider the adequacy of existing infrastructure. Extensions and re-routing of utilities may be required. Easements will likely be required to provide for future area development.

Flood/Drainage. The property is not within any flood plain or flood way.

Street Improvements. There are no immediate plans for area street improvements.

Conway 2025. Conway 2025 does not contain any specific statements directly applicable to this request.

STAFF COMMENTS

Description of Requested Zoning, Existing Zoning, and Allowed Uses

Central Baptist College is seeking to rezone several CBC owned residential properties from R-2A duplex to S-1 institutional. No college campus master plan has been shared with the Planning Department. Central Baptist College’s development intentions for the parcels is unknown.

Currently the properties are zoned R-2A which allows a single-family residence or potentially, a duplex. In order for a property to be used as a duplex, it must have 10,000 square feet of area and 100 feet of street frontage. In their current configurations, only Area A could be used as a duplex. Areas B, C, and D could be replatted to create duplex conforming lots. Area G is a grandfathered duplex. A college is allowed in R-2A with a conditional use permit.

The zoning ordinance describes the S-1 zone as:

“GENERAL DESCRIPTION AND PURPOSE - The regulations for the S-1 Institutional Zoning District are designed to provide for unified and orderly development of major cultural, educational, medical and governmental facilities. Such developments should meet proper requirements for integration with surrounding neighborhoods. This type of development could be in an undeveloped area or facilitate expansion of a present facility. Limited retail and service uses are permitted as accessories to the principal use.”

S-1 zoning would allow college uses including parking lots. Other “by right” allowed uses include: child care, office, nursing home, shelter for the abused, single-family home, hospital, community recreation facility, church, and school. There are many uses available with a conditional use permit including; hotel, mortuary, retail, adult day care, duplex, fraternity, multi-family, arena, and transmission tower. With a simple zoning request (R-2A to S-1) no conditions may be created. The allowed by right uses will be allowed without further Planning Commission or City Council review.

For a property to be zoned S-1, it must also be a minimum of 1 acre in size or abut an existing S-1 zone. All the requested properties meet this criteria with the exception of Area G. **Area G must be removed from this request.** This does not affect the other requested properties. A decrease in requested rezoning area is allowed an increase is not.

General Analysis

Central Baptist College has shown a desire to expand the main campus from College Avenue to Robins Street by acquiring property on the two blocks immediately south of the existing campus. The block bounded by Robins Street, Center Street, South Boulevard, and Conway Boulevard is almost completely owned by CBC. Over one half of the block bounded by South Street, Center Street, Bruce Street, and Conway Boulevard is owned by CBC. The Old Conway Design Overlay District was amended to reflect this future campus expansion. A large portion of the requested property is within the planned expansion area (Area C on the location map). However, areas A and B through G are outside of this expansion area.

With a rezoning to S-1, any of the requested property could be developed for college uses such as offices, recreational facilities, classrooms, or parking lots. It would appear that the worst case scenario for parcels outside of the core expansion area is parking lots.

All requested property is within the Old Conway Design Overlay District. Demolition is allowed. However, any new construction including parking lots, must be approved by the Historic District Commission.

Any new structures would be subject to Planning Department development review. Development review would require a structure with 50% minimum masonry siding, landscaped parking areas, residential buffer area, trees, and proper ingress/egress to the property. Platting will also be required which in turn, will require additional street right of way dedication and sidewalks.

Analysis of Request By Property Groups

To better understand the requested properties and a rezoning impact, they have been grouped into areas A through G (refer to the location map on page 4). An analysis of each area follows:

Area A. Area A is located at 222 Conway Boulevard. It is an approximately 0.72 acre lot with a 3,000 square foot single-story, single-family residence. The property is on the east side of Conway Boulevard. There are 19 homes on this block. 15 homes are owner occupied and 4 are rental. 3 rentals are single family residences; 1 is a triplex. Rezoning of this property would create an intrusion into the intact residential nature of the block. At this time, S-1 zoning would not seem appropriate. In the future, the applicant could seek a conditional use permit under R-2A to allow a specific college related activity.

Area B. Area B is located at 124,130,136 Conway Boulevard and consists of 3 lots on the east side of Conway Boulevard. It is approximately 1.02 acres in size (3-.34 acre lots) there is a chain link fence and old shop on the northeast side of the property. Within the block, there are 7 single-family residences; 5 are owner occupied, 2 are rented. There are two multi-family developments on the south and east side of the block; the apartment development has 24 units, the newer development has 8 units. Due to the mixed nature of this block and proximity to the future school campus and baseball complex, an S-1 zone would seem appropriate. Any development will require approval of the HDC and Planning Staff development review.

Area C. Area C is located throughout the block bounded by Center Street, Bruce Street, Conway Boulevard, and South Boulevard. There are 24 lots within this block. Central Baptist College owns 14 of these lots. The requested properties are located at 1529 Bruce Street; 205, 219, 229 Conway Boulevard; 1520 South Boulevard; and 204, 216, 218, 222, 224, 236 Center Street. The requested property contains 10 single-family residences. The block contains 16 rentals (including the Central Baptist College properties) and 6 owner occupied residences. Central Baptist owns 3.36 acres of the total block 6.2 acreage. This block is majority owned by CBC and is transitioning towards college use. It is also shown on the Old Conway Design Overlay as a planned expansion of the CBC campus to the south. A rezoning of this area seems appropriate. Any development will require approval of the HDC and Planning Staff development review.

Area D. Area D is located at 336 & 340 Ash Street and consists of 3 lots with a combined area of 0.57 acre. There are 2 single-family residences on this property. The property fronts on Ash Street but the rear adjoins existing CBC property on Center Street. The adjoining rear area is currently being used as a gravel parking lot. This lot appears to have been constructed as a staging area for recent CBC construction. The Ash Street residence abutting on the north of the property, is owner occupied. The residence abutting on the south, is rental. Across Ash Street, there are 3 abutting residences; 2 owner occupied, one rental. The rear of the requested rezoning property abuts CBC owned S-1 zoned property in the Center Street “bend”. This existing S-1 property and part of the requested area is currently serving as a parking area. It would appear that this parking began as a staging area for recent construction and continued to be used post construction. If rezoned, approval of an upgraded parking lot should be obtained from the Historic District Commission and constructed. Approval could be considered due to the unique nature of these lots “pinched” between Ash and Center Street. However, rezoning to S-1 does protrude through to Ash Street and a residential area. Any development will require approval of the HDC and Planning Staff development review.

Area E. Area E is located on the southwest corner of Ash and Simms Streets at 1601 Simms. This property is 0.13 acre in area. It contains a single-family residence. The property adjoining to the west is rental. The next property to the west is owner occupied as are the two adjoining properties to the south. The residences at and around the requested property appear to be intact and in good repair. When CBC has a specific project for this property, a conditional use permit under R-2A could be sought to allow a specific college related activity.

Area F. Area F is located at 413 Center Street. The property is 0.26 acre in area. It is vacant except for a small accessory building. Properties adjoining to the north and south are owner occupied. The adjoining rear property (west) is rental. The adjoining properties seem to be in good condition and are well maintained. The two adjoining College Avenue properties are contributing structures to a possible Robinson Historic District expansion. Although the lot is empty, the surrounding residential uses are intact and in good repair. A rezoning to S-1 would seem inappropriate at this time. When CBC has a specific project for this property, a conditional use permit under R-2A could be sought to allow a specific college related activity.

Area G. Area G is located at the northeast corner is Scott and Faulkner Streets at 1470/1472 Scott Street. The property is 0.24 acre in area. The property is occupied by a ranch style duplex. The property adjoining on the north is an owner occupied historic structure. Across Faulkner Street to the west, is a parking lot for the Church of the Nazarene. This property is one block north of the CBC Campus. ***Area G must be removed from this rezoning request. It does not meet the aggregate 1 acre minimum requirement for S-1.***

STAFF RECOMMENDATIONS

Planning Staff recommendations are incorporated into the group analysis above. A summary is provided below. Public comment will be critical to the discussion concerning these rezoning requests. Staff recommendations should be evaluated after receiving public input and modified accordingly.

RECOMMENDATION SUMMARY

Area A. Denial due to the intact residential nature of the block. The applicant could seek a conditional use permit under R-2A to allow a specific college related activity.

Area B. Approval due to the mixed use nature of this block.

Area C. Approval due to the transitioning nature of this block and the planned expansion of the CBC campus to the south.

Area D. Possible approval due to the abutting Center Street S-1 property. The property is currently serving as a parking area. If rezoned, Historic District Commission approval for an upgraded parking area should be obtained and constructed.

Area E. Denial due to the intact residential nature of the surrounding properties and general area. The applicant could seek a conditional use permit under R-2A to allow a specific college related activity.

Area F. Denial due to the intact residential nature of the surrounding properties and general area. The property also abuts contributing historic structures that could be part of an expanded Robinson Historic District. The applicant could seek a conditional use permit under R-2A to allow a specific college related activity.

Area G. This property is removed from the request due to lack of minimum S-1 size requirement.

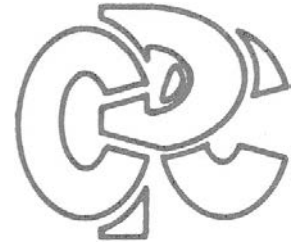
One Year Planning Commission Action Time Limitation

If portions of this rezoning request are denied, CBC must wait for one year before another rezoning and/or conditional use permit can be requested. At the Planning Commission meeting, CBC may request that the Planning Commission allow a new request in less than one year’s time. For this request to be approved, a 2/3 majority, or 7 votes in favor are required.



PLANNING COMMISSION MEETING

District Court Building
810 Parkway Street
Conway, AR 72034



Conway Planning Commission

March 14, 2016, 7:00 pm

The regular meeting of the Conway Planning Commission was held Monday, March 14, 2016 in the Russell L. "Jack" Roberts District Court Building. Present: Chairman, Mark Lewis, Marilyn Armstrong, Bryan Quinn, Justin Brown, Dalencia Hervey, and Brooks Freeman. Vice-Chairman, Matthew Brown and Wendy Shirar were absent.

Chairman Lewis called the meeting order.

The Conway Planning Commission (PC) makes recommendations to the City Council on public hearing items. The City Council will make a final decision on these items using the PC's recommendation as a guide. Items not approved by the PC may be appealed to the City Council within 30 days after the PC's denial. If an item is appealed to the City Council a public hearing sign must be placed on the property no less than 7 days prior to the City Council meeting and a public notice will be placed on the City's website at www.cityofconway.org. Items reviewed by the PC on this agenda may be considered by the City Council as early as April 12, 2016.

Minutes from the February meeting were approved unanimously on a motion made by Anne Tucker and seconded by Bryan Quinn.

The procedure followed for public hearing portion of the meeting is to allow the first representative to speak in favor of a request for ten minutes and each subsequent favorable speaker for two minutes each. Then, if there is any opposition, the first speaker opposed to the request may speak for ten minutes and each subsequent opposed speaker for two minutes each. Anyone wishing to speak either for or against an item may do so on any public hearing issue presented. Once all public parties have spoken the item will be brought back into committee for discussion.

I. PUBLIC HEARINGS

- A. Central Baptist College (CBC) requested the rezoning of multiple properties from R-2A to S-1 in an area from Scott Street to the North, Ash Street to the West, Robins Street to the South, and Oliver Street to the East. These multiple properties were divided into property groups, as described below, for the sake of discussion and review by the Planning Commission.

Property Group A:
222 Conway Boulevard

Property Group B:

124 Conway Boulevard
130 Conway Boulevard
136 Conway Boulevard

Property Group C:

205 Conway Boulevard
219 Conway Boulevard
Lot adjoining NW corner of 219 Conway Boulevard
227 Conway Boulevard
229 Conway Boulevard
1529 Bruce Street
236 Center Street
224 Center Street
220 Center Street
218 Center Street
Lot adjoining 218 Center Street to the East
204 Center Street
1520 South Boulevard

Property Group D:

336 Ash Street
310 Ash Street
Lot adjoining the eastern end of 310 Ash Street to the North

Property Group E:

1601 Simms Street

Property Group F:

413 Center Street

Property Group G:

1470 & 1472 Scott Street

Tim Tyler, Tyler Group, 240 Skyline Drive, representing CBC presented the request. Immediately Mr. Tyler requested to withdraw property groups A, D, E, and F from consideration. He explained that CBC would wait for further plan development prior to seeking rezoning for these properties and that all these properties had been submitted for rezoning at one time in an effort by CBC to “clean-up” the zoning of several properties it has acquired to S-1 to align with the rest of the campus. Property group G was withdrawn from consideration by written request five days prior to the PC meeting as it did not meet the required one-acre minimum lot size for S-1 zoning. Chairman Mark Lewis informed Mr. Tyler that since the PC was not notified of the requested withdrawal in writing five days prior to the public hearing that the withdrawal of the items could not take place until the conclusion of the public hearing. Mr. Paul Cherry, Vice-President for Finance for CBC, 1501 College Avenue, spoke in favor of the request explaining CBC’s desire to possibly develop property group B into a shared parking area with the City of Conway to serve Conway Station Park as well as the CBC campus. He went on to describe CBC’s intent to build an athletics complex 2 blocks south of the main

campus, already zoned S-1 (this property is not part of the current rezoning request). Mr. Cherry explained that property group G was only initially included as it is a 'gift annuity' the college received. He explained that CBC wants to "work with [the College Park Neighborhood Association]".

Beth Wilson-Norwood, 601 Center Street, spoke in opposition to the request. Ms. Wilson-Norwood expressed concern that CBC would develop parking lots that would "diminish the character of the neighborhood." She mentioned that there are currently two gravel parking lots on Center Street that seem largely unused. David Barber, 1721 Simms Street, spoke in opposition to the request. Mr. Barber also expressed concern over the existing, unimproved parking lots as well as recent campus developments, namely the new library, that have happened without any neighborhood input. He is against zoning changes without "explicit plans in place" and fears the rezoning itself will lower surrounding property values. Lance Johnston, 344 Conway Boulevard, while neither opposed or in favor of the request, spoke regarding the request during the opposition time. Mr. Johnston stated his concern for the College Park Neighborhood, which he described as the area south of the Robinson Historic District, north of Robins Street, east of Mitchell Street and west of the railroad tracks and implored the PC to listen to the City Planners' advice. Mr. Johnston is encouraged by CBC's plan to purchase property and build nice, new facilities, but at the same time feels that CBC should expand it's campus within it's north-south footprint and should not purchase property outside of this area just because it becomes available. He hopes to see a master plan with defined borders for CBC so the college campus footprint and the neighborhood doesn't get "awkward." Todd Cate, 341 Ash Street, while not opposed to the request, spoke during the opposition time explaining that he too would like to see a "concrete" plan from CBC so he knows what development to expect in the future. He also hopes that CBC will not develop parking lots.

At the close of the public hearing the PC accepted CBC's request to withdraw property groups A, D, E and F from consideration. The PC asked CBC to elaborate on it's plans for future parking as well as further development of the existing gravel lots. Tim Tyler answered saying that when the area around property group D, currently an overflow, gravel parking area, is further developed, CBC would upgrade the existing gravel lot or develop that property into a building with parking. Wes Craiglow, Deputy Director of Development, added that all parking lots in the Robinson Historic District and the Old Conway Design Overlay District, must go through a design review process with the Historic District Commission to protect the integrity of the surrounding properties and that CBC did not follow this process with the existing gravel lots [property group D] that have been discussed. The PC discussed what S-1 zoning would allow CBC to do as well as what the college could do with the properties with their current zoning of R-2A. It was decided to discuss and vote on property groups B and C separately. The PC stated that they felt CBC was good for the community and would improve the neighborhood as it develops new facilities and was generally favorable of CBC's intent to develop the block directly south of the current campus [property group C], however, the PC would prefer CBC to acquire more of the property within the block and have a long-term plan for the development of the property prior to approving the rezoning to S-1.

In response to the PC's inquiry whether any of the homeowners in the block directly south of CBC [property group C] were present, Jessica Miller, 216 Center Street, spoke. Mrs. Miller stated that she has never been approached by CBC regarding the possible sale of her property, but when the time comes they plan to sell to CBC. Her family's current situation does not permit the sale of her property and she stated that CBC has "ignored" her family, meaning that no one from CBC has talked to her family.

CBC's request to rezone property group C failed 2-6 on a motion made by Jerry Rye and seconded by Anne Tucker with commissioners Brooks Freeman, Dalencia Hervey, Marilyn Armstrong, Bryan Quinn, Justin Brown, and Anne Tucker.

The PC then discussed the merits of rezoning property group B. It was stated that CBC was acting "too early" and that the college should wait to develop property group B as a parking lot until the planned athletic complex on property to the west is underway. The PC also asked CBC to be a better neighbor.

CBC's request to rezone property group B failed 2-6 on a motion made by Justin Brown and seconded by Anne Tucker with commissioners Brooks Freeman, Dalencia Hervey, Marilyn Armstrong, Bryan Quinn, Justin Brown, and Anne Tucker.

II. ITEMS NOT REQUIRING PLANNING COMMISSION ACTION

- A. Development Reviews
 - 1. Verizon Wireless, 975 E Oak Street
 - 2. The Cottages at Conway, Phase II, 1915 Rich Smith Lane

- B. Lot Splits, Lot Mergers, and Minor Subdivisions (filed for record)
 - 1. Dogwood Estates Replat, Lot 30A (minor subdivision)
 - 2. Meadowlake Corner, Replat Lot 6A (minor subdivision)
 - 3. Gifford Replat (minor subdivision)
 - 4. Woodsland Edge Subdivision - extension granted until March 17, 2017

There being no further business to conduct, the meeting was adjourned by a unanimous vote on a motion made by Anne Tucker and seconded Dalencia Hervey.



240 Skyline Drive, Suite 3000 · Conway, Arkansas 72032
(501) 329-1400 office · (501) 327-3972 Fax

March 8, 2016

City of Conway Planning

RE: CBC Rezoning Request

After further review and comments, of complications given per the acreage requirement on property lying in an S-1 zoning according to zoning ordinance Section 401.9.C, we would like to withdraw the request for the rezoning of the property at 1470 and 1472 Scott Street in Conway, AR, until at a later time when the property can be combined with other neighboring properties to make the said 1 acre combination realistic. Please accept this as a written request for said action to be done at this time.

Tim P. Tyler



Parks and Recreation

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

Steve Ibbotson
Director

April 12, 2016

Mayor Tab Townsell and City Council
1201 Oak Street
Conway AR 72032

Re: Approval to enter into a service contract for the upkeep and maintenance of the elevators located at City Hall, Conway Sports Center and McGee Center

Dear Mayor:

The Conway Parks Department recently requested quotes for the upkeep and maintenance of the elevators located at City Hall, Conway Sports Center and McGee Center.

The companies below provided quotes for a three (3) year term-

Kone Elevator	\$450 per month
ThyssenKrupp Elevator	\$450 per month
Otis Elevator	\$471 per month

The Conway Parks Department would like approval to enter into a service contract with Kone Elevator. Kone currently is the service provider for all three (3) elevators.

Thank you for your consideration.

Sincerely,

Steve Ibbotson
Parks Director



Purchaser ("Purchaser"):
 CITY OF CONWAY
 #10 LOWER RIDGE RD
 CONWAY, Arkansas 72032

Service Location ("Premises"):
 Conway City Hall
 McGee Center
 Don Owens

KONE Inc. ("KONE")
 Little Rock
 5003 NorthShore Ln
 North Little Rock, AR 72118

**KONE Care™ Plus Agreement for Vertical Transportation
 ("Agreement")**

CITY OF CONWAY

 (Signature of Authorized Representative)

 (Print Name)

 Title

 Date

Respectfully submitted,

Brian Pounders
 KONE Inc.

 (Approved by) Authorized Representative

 Title

 Date

EQUIPMENT DESCRIPTION ("Equipment")

Manufacturer	Hydraulic		MRL		Geared Traction		Gearless Traction		Escalator	Powerwalk	Other
	Passenger	Freight	Passenger	Freight	Passenger	Freight	Passenger	Freight			
Otis	1										
Dover	2										

TENDER DATE: 03/28/2016

EFFECTIVE DATE: 07/01/2016

PRICE

\$450.00 per month payable by Purchaser annually in advance (\$5,400.00 per annual installment). If Purchaser does not sign this Agreement within 90 days after the tender date above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Semi-Annual in advance payment	2% Increase	\$ 459.00 per month	
Quarterly in advance payment	3% Increase	\$ 463.50 per month	
Monthly in advance payment	4% increase	\$ 468.00 per month	

SCOPE OF SERVICES

KONE will perform maintenance visits to examine, maintain,



adjust, and lubricate the components listed below. In addition, unless specifically excluded below, KONE will repair or replace the components listed below if the repair or replacement is, in KONE's sole judgment, necessitated by normal wear and tear. Unless specifically included elsewhere in this Agreement or unless Purchaser has separately contracted with KONE for the work, all other work related to the equipment is Purchaser's responsibility.

HYDRAULIC ELEVATORS

RELAY LOGIC CONTROL SYSTEM

All control system components.

MICROPROCESSOR CONTROL SYSTEM

All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

POWER UNIT

Pump, motor, valves, and all related parts and accessories.

HYDRAULIC SYSTEM ACCESSORIES

Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.

CAR EQUIPMENT

All elevator control system components on the car.

WIRING

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

HOISTWAY AND PIT EQUIPMENT

All elevator control equipment and buffers.

RAILS AND GUIDES

Guide rails, guide shoe gibs, and rollers.

DOOR EQUIPMENT

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

MANUAL FREIGHT DOOR EQUIPMENT

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

POWER FREIGHT DOOR EQUIPMENT

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

HOURS OF SERVICE

All services described above will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

SERVICE REQUESTS (CALLBACKS)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade. Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

If Purchaser requests service on overtime, Purchaser will be charged KONE's hourly billing rate for each overtime hour.

TESTS

KONE will perform the following tests on the Equipment. KONE is not liable for any property damage or personal injury, including death, resulting from any test.

HYDRAULIC ELEVATOR

A three (3) year pressure relief test as required by applicable code

REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the



Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

EXCLUSIONS

The following are excluded from the scope of services.

GENERAL

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date; removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.

KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.

Notwithstanding anything contained to the contrary in this Agreement, KONE's scope of services shall not include any abatement or disturbance of asbestos containing material (ACM) or presumed asbestos containing materials (PACM). Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations is excluded from KONE's scope of services without an applicable proposal to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform services in areas which contain ACM and/ or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during the performance of services before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that the areas where KONE will perform its services at all times meet applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its services in any location where suspected ACM or PACM is encountered or disturbed. Any asbestos removal or abatement, or delays caused by such, required in order for KONE to perform its services shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the asbestos has been abated from the areas where KONE will perform its services and air clearance reports shall be made available upon request prior to the start of KONE's services.

Nothing contained within this agreement shall be construed or

interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

OBSOLESCENCE

A component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.

Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

ELEVATOR

Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; telephones or communication devices; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.



REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

SAFETY

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Notwithstanding anything to the contrary in this Agreement, if in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

THIRD PARTY SERVICES

All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.

If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.

If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

NON-KONE EQUIPMENT

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

TERM AND TERMINATION

This Agreement will commence on the effective date and continue for an initial period of THREE (3) years. This Agreement will thereafter automatically renew for successive terms of ONE (1) year. Either party may terminate this Agreement at the end of the initial THREE (3) year term or at the end of any subsequent ONE (1) year term by giving the other party no less



than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.

If a party materially breaches the Agreement, the other party may provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.

CANCELLATION

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a third party, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the third party. Purchaser will promptly provide KONE with a copy of such assignment.

PRICE ADJUSTMENTS

If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

PAYMENT TERMS

Payment is due net thirty (30) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

SUSPENSION OF SERVICE

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach.

Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser.

If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the period of non-payment.

Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

TAXES

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

INDEMNIFICATION

To the extent permitted by law, Purchaser will indemnify, defend, and hold KONE harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, whether arising from or related to Purchaser's, KONE's, or any third party's negligence, willful misconduct, or acts or omissions in performance of the Agreement.

LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.

In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss



of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

Purchaser will name KONE as an additional insured on its insurance policy.

Any waiver of claims, damages, or other rights, whether such rights arise under the Agreement or by law or in equity, purported to be made by KONE in the Agreement is null and void and will not be considered in interpreting the Agreement.

U.S. GOVERNMENT SALES

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

FORCE MAJEURE

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond KONE's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

VENUE

The exclusive venue for any dispute between the parties shall be in the County of Rock Island, State of Illinois.

PROPERTY RIGHTS

KONE will provide Purchaser with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains the sole property of KONE. If this Agreement terminates or expires for any reason, Purchaser will give KONE

access to the premises to remove such equipment at KONE's expense.

KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the Equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

MISCELLANEOUS

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.



KONE Care Remote Monitoring Service Voice Link and Wireless Phone Service Option

KONE will provide KONE Care Phone Monitoring Service.

Customer shall:

- Provide names and phone numbers of at least two of its representatives for the KONE Service Center to contact on a 24 hour basis, and at least one police, fire or local 911 agency phone number.
- Notify KONE immediately in writing of any changes in these names or numbers. In the event of a call from the elevator, the KONE Service Center will contact the points of contact in the order listed. The local authorities will be contacted if the previously mentioned points of contact cannot be reached.

If KONE wireless phone service is provided, then KONE provides the phone connection via a KONE provided wireless service and customer shall provide the ability to reactivate the analog phone line in the event KONE can no longer provide wireless service. Customer shall also provide KONE access to the appropriate location where the building telecommunications devices are located. KONE also reserves the right to remove the wireless hardware in the event KONE no longer provides the wireless service or maintains the equipment.

If KONE does not provide wireless phone service, customer shall provide an analog phone line to the elevator machine room (to be terminated to the appropriate phone jacks). If phone line is an extension off an existing phone system, a backup power source must also be provided. An extension, if applicable, must be a direct inward dial (DID) extension. All phones and associated equipment shall be in compliance with the requirements of ASME A17.1, local codes and applicable law, as amended. Customer shall also provide the elevator phone number(s) and/or extension(s) for the phone(s) being programmed.

Activation Fee: No Charge

Service Fees: Purchaser will also pay a service fee of \$0.00 per annual installment.

The Service Fee is based upon annual in advance payment. In the event Purchaser chooses an alternate payment option on page 1, additional surcharge will apply.

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
1.		
2.		
3.		



First Point of Contact (Required)	
Name:	Title:
Phone #:	Cell Phone #:
Second Point of Contact (Required)	
Name:	Title:
Phone #:	Cell Phone #:
Third Point of Contact (Optional)	
Name:	Title:
Phone #:	Cell Phone #:
Local Emergency Authorities (Required)	
Fire Department Phone #:	Police Department Phone #:

If Purchaser wishes to include KONE Care Phone Monitoring and/or Wireless Phone Services in the Agreement, Purchaser will accept by initialing below.

Accepted



Attachment A Additional Terms and Conditions

The parties hereby agree to be bound to the terms contained in the Agreement, together with those terms contained in this Attachment A. In the event of conflict between terms contained in the Agreement and terms contained in this Attachment A, the terms in this Attachment A shall supersede and prevail.

This proposal is a three year agreement with no rollover.



CUSTOMER INFORMATION

Who is the Agreement with?		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Is the Owner tax exempt? <input type="checkbox"/> Yes (If Yes, provide the Tax Exemption Certificate.) <input type="checkbox"/> No		
Federal Tax ID #:		

Where should the invoices be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	



Steve Ibbotson
Director

Parks and Recreation

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

April 5, 2016

Mayor Tab Townsell and City Council
1201 Oak Street
Conway AR 72032

Re: Contractor Selection Options

Dear Mayor:

The Event Center Project continues to move forward and we are at the point we need direction on the process for securing a contractor for the project.

Below is an explanation from Rik Sowell of the options available for hiring a contractor.

1. Competitive Bid

This is the industry standard that has been around for a long time. The project would be advertised as required by the state and bids would be received from any licensed contracting firm that wanted to bid. The problem with this method is the low bidder could be a less-than-ideal contractor. It would take a compelling reason to not award the contract to that firm.

2. Continue with Salter Construction

This option assumes that this portion of the work is a continuation of the original project so therefore you would continue with the same contractor. The argument for this approach is that all the work would be the responsibility of the same contractor so there would only be one source of responsibility. I suggest you review this with the city attorney to confirm the legal acceptability of this approach.

3. Alternative Negotiated Purchasing

This is sometimes referred to as Construction Manager at Risk. This is the approach we are using at the new Conway Corp facility. It's a system whereby the contractor is selected through an interview process and then negotiated with. You advertise the process and then interview contractors who submit their qualifications, reduce them to a shortlist and then select the contractor you wish to use. There are specific legal guidelines that must be followed according to ACT 1989 as passed by the legislature.

Thank you for your assistance.

Sincerely,

Steve Ibbotson
Parks Director



City of Conway, Arkansas
Ordinance No. O-16-_____

AN ORDINANCE AUTHORIZING PERSONNEL CHANGES WITHIN THE CONWAY PARKS AND RECREATION DEPARTMENT; AND FOR OTHER PURPOSES:

Whereas, the Conway Parks & Recreation Department has determined that there is a need to make a personnel reclassification within the department; and

Whereas, the reclassification will have no financial impact to the 2016 Conway Parks and Recreation Budget; and

Whereas, the reclassification will not affect the authorized staffing levels with the Conway Parks and Recreation Department.

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

Section 1. The authorized position in the Conway Parks and Recreation Department will be changed to reflect the following reclassification:

- Reclassify one full time Grounds Maintenance to a full time Grounds Supervisor

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

PASSED this 12th day of April, 2016.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

CONTRACT OF SALE

City of Conway, Arkansas, hereinafter referred to as Buyer, hereby offers to purchase from Alphonse M. Hiegel, as Trustee of the Alphonse M. Hiegel Revocable Trust, hereinafter referred to as Seller, who agrees to sell certain lands in the City of Conway, Arkansas, described as follows:

The W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 24, Township 5 North, Range 14 West, including Lots 2 and 3 Favre Subdivision as shown on plat of record in Faulkner County Plat Book J, Page 379, records of Faulkner County, Arkansas;

LESS AND EXCEPT: A parcel of land described as beginning at the southeast corner of said W $\frac{1}{2}$ NE $\frac{1}{4}$, and run thence west 660 feet; thence North 0 degree 32 minutes 15 seconds East 514.8 feet; thence east 660 feet to the east line of said W $\frac{1}{2}$ NE $\frac{1}{4}$; thence South 0 degree 32 minutes 15 seconds West 514.8 feet to the point of beginning of said exception, containing 7.80 acres, more or less;

ALSO LESS AND EXCEPT: Part of the SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 24, Township 5 North, Range 14 West, Faulkner County, Arkansas, described as beginning at a point 660 feet West of the Southeast corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$; thence continue West 75.0 feet; thence North 0 degree 32 minutes 15 seconds East parallel with the East line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$, 514.8 feet; thence East 75.0 feet; thence South 0 degree 32 minutes 15 seconds West, 514.8 feet to the point of beginning. The South 25 feet of this tract is reserved for use as a public road. This exception containing .94 acres, more or less;

ALSO LESS AND EXCEPT: Lot 1 Favre Subdivision as shown on plat of record in Faulkner County Plat Book J, Page 379, records of Faulkner County, Arkansas, containing 2 acres more or less,

and leaving in the aggregate 67.77 acres, more or less, being conveyed, upon the following terms and conditions:

1. PURCHASE PRICE. The purchase price shall be Eight Hundred Twenty-Five Thousand Nine Hundred Ninety-Nine (\$825,999) Dollars, based upon a price of \$12,188.28 per acre, and shall be paid by Buyer in cash or collected funds at closing.

2. TITLE INSURANCE AND CLOSING. On or before fifteen (15) business days of the date of execution of this agreement (which shall be the later date signed by the parties), Seller shall furnish Buyer with an owner's title commitment in the amount of the purchase price insuring Buyer, issued in standard ALTA form, and showing marketable title to the properties vested in Seller. Should Buyer require mortgagee title insurance coverage, Seller and Buyer shall share equally the cost of the combination coverage.

Buyer shall have fifteen (15) days from receipt of the title commitment to object to any exceptions noted on the commitment. If Buyer does not object to any exceptions within that time frame, Buyer shall be deemed to have accepted the condition of title and waived any objection. If Buyer timely gives Seller notice of any objections to the title, Seller shall have fifteen (15) days to satisfy Buyer's objections. If Seller is unable or chooses not to satisfy any such objections, then Buyer may terminate this agreement.

All other closing costs, including without limitation documentary stamps, if any, contract and document preparation, and closing fees shall be shared equally by the parties, provided that each party shall be responsible for its own attorney fees, and further provided that Buyer shall be responsible for all costs incurred in connection with its financing, if any.

Taxes and special assessments, if any, for prior years shall be paid by Seller at closing and current taxes shall be prorated as of closing. The monthly rents shall be prorated as of closing as well. Seller shall convey the properties to Buyer, or as directed by Buyer, by special warranty deed, subject to all recorded restrictions or easements, if any, which do not materially affect the value of the property.

3. CLOSING DATE. The closing date shall be on or before the thirtieth day following the execution of this agreement.

4. CONTINGENCY. Buyer's obligation herein is subject to approval by the City Council for the City of Conway, Arkansas.

5. DEFAULT. In the event either party should default in the terms of this agreement, the aggrieved party shall have all remedies available under applicable law, and shall be entitled to its attorney fees and court costs incurred in enforcing this agreement.

6. MISCELLANEOUS. It is expressly understood and agreed that the terms, conditions, requirements and obligations of this contract, to the extent not fully completed and executed by closing, and to the extent ongoing action or performance is required or contemplated, shall survive the closing and remain in full force and effect following the closing of the sale. This contract contains the entire agreement between Seller and Buyer, and there are no other terms, conditions, promises, understandings, statements, or representations, express or implied, concerning the sale contemplated herein other than those set forth in this contract. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This agreement has been freely negotiated by the parties. In any controversy, dispute, or contest over the meaning, interpretation, validity or enforceability of this contract or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this document or any portion thereof. Time is of the essence in the performance of the terms of this agreement.

EXECUTED this ____ day of March, 2016.

City of Conway, Arkansas

By _____
Tab Townsell
Mayor

ATTEST:

Michael O. Garrett
(MOG)
City Clerk

BUYER

EXECUTED this ____ day of March, 2016

Alphonse M. Hiegel
Alphonse M. Hiegel
as Trustee of the Alphonse M.
Hiegel Revocable Trust

SELLER

CONTRACT OF SALE

City of Conway, Arkansas, hereinafter referred to as Buyer, hereby offers to purchase from Joyner Family Farm, LLC, hereinafter referred to as Seller, who agrees to sell certain lands in the City of Conway, Arkansas, described as follows:

Being a part of the E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 24, Township 5 North, Range 14 West, Faulkner County, Arkansas; more particularly described as beginning at the NW corner of said E $\frac{1}{2}$ NW $\frac{1}{4}$; thence along the North line of said E $\frac{1}{2}$ NW $\frac{1}{4}$ North 89 degrees 45 minutes 14 seconds East 1281.36 feet to the NE corner of said E $\frac{1}{2}$ NW $\frac{1}{4}$; thence along the East line of said E $\frac{1}{2}$ NW $\frac{1}{4}$ South 00 degrees 23 minutes 55 seconds West 1674.96 feet; thence leaving said East line North 70 degrees 24 minutes 50 seconds West 71.57 feet; thence North 16 degrees 42 minutes 35 seconds West 312.37 feet; thence North 65 degrees 29 minutes 34 seconds West 300.97 feet; thence North 22 degrees 39 minutes 04 seconds West 293.72 feet; thence North 49 degrees 38 minutes 44 seconds West 156.92 feet; thence North 71 degrees 04 minutes 38 seconds West 648.14 feet to the West line of said E $\frac{1}{2}$ NW $\frac{1}{4}$; thence along said West line North 00 degree 38 minutes 50 seconds East 638.58 feet to the point of beginning, containing 29.73 acres, more or less,

upon the following terms and conditions:

1. PURCHASE PRICE. The purchase price shall be Two Hundred Ninety-Three Thousand Three Hundred (\$297,300) Dollars, based upon a price of \$10,000 per acre, and shall be paid by Buyer in cash or collected funds at closing.

2. TITLE INSURANCE AND CLOSING. On or before fifteen (15) business days of the date of execution of this agreement (which shall be the later date signed by the parties), Seller shall furnish Buyer with an owner's title commitment in the amount of the purchase price insuring Buyer, issued in standard ALTA form, and showing marketable title to the properties vested in Seller. Should Buyer

require mortgagee title insurance coverage, Seller and Buyer shall share equally the cost of the combination coverage.

Buyer shall have fifteen (15) days from receipt of the title commitment to object to any exceptions noted on the commitment. If Buyer does not object to any exceptions within that time frame, Buyer shall be deemed to have accepted the condition of title and waived any objection. If Buyer timely gives Seller notice of any objections to the title, Seller shall have fifteen (15) days to satisfy Buyer's objections. If Seller is unable or chooses not to satisfy any such objections, then Buyer may terminate this agreement.

All other closing costs, including without limitation documentary stamps, if any, contract and document preparation, and closing fees shall be shared equally by the parties, provided that each party shall be responsible for its own attorney fees, and further provided that Buyer shall be responsible for all costs incurred in connection with its financing, if any.

Taxes and special assessments, if any, for prior years shall be paid by Seller at closing and current taxes shall be prorated as of closing. The monthly rents shall be prorated as of closing as well. Seller shall convey the properties to Buyer, or as directed by Buyer, by special warranty deed, subject to all recorded restrictions or easements, if any, which do not materially affect the value of the property.

3. CLOSING DATE. The closing date shall be on or before the thirtieth day following the execution of this agreement.

4. CONTINGENCY. Buyer's obligation herein is subject to approval by the City Council for the City of Conway, Arkansas.

5. DEFAULT. In the event either party should default in the terms of this agreement, the aggrieved party shall have all remedies available under applicable law, and shall be entitled to its attorney fees and court costs incurred in enforcing this agreement.

6. MISCELLANEOUS. It is expressly understood and agreed that the terms, conditions, requirements and

obligations of this contract, to the extent not fully completed and executed by closing, and to the extent ongoing action or performance is required or contemplated, shall survive the closing and remain in full force and effect following the closing of the sale. This contract contains the entire agreement between Seller and Buyer, and there are no other terms, conditions, promises, understandings, statements, or representations, express or implied, concerning the sale contemplated herein other than those set forth in this contract. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This agreement has been freely negotiated by the parties. In any controversy, dispute, or contest over the meaning, interpretation, validity or enforceability of this contract or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this document or any portion thereof. Time is of the essence in the performance of the terms of this agreement.

EXECUTED this ____ day of March, 2016.

City of Conway, Arkansas

By _____
Tab Townsell
Mayor

ATTEST:

Michael O. Garrett,
(MOG)
City Clerk

BUYER

EXECUTED this ____ day of March, 2016

JOYNER FAMILY FARM, LLC

By _____
Bruce Joyner
Authorized Representative

SELLER

A&P Net Revenues to the City (Net of Debt Service)

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
A&P Annual Revenue	1,830,000	2,106,600	2,148,732	2,191,707	2,235,541	2,280,252	2,325,857	2,372,374	2,419,821	3,518,218
A&P Annual Growth Rate	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
A&P Beginning Balance 3/1/16	1,612,743									
Park Impact Fee Annual Rev	140,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
Park Imp Fee Beg Bal 3/1/16	297,000									
Five Year Financing Beginning Balance	4,000,000	(228,588)	1,000,000	2,000,000	3,000,000	5,385,541	7,815,792	10,291,649	12,814,023	15,383,844
Total Revenue	7,879,743	2,028,012	3,298,732	4,341,707	5,385,541	7,815,792	10,291,649	12,814,023	15,383,844	19,052,062

Project Expenses

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Projects/ Purchases Finish-Up	168,331									
Event Center	2,500,000									
Don Owen Infields	650,000									
Dave Ward Drive Ped Cross	1,250,000									
South German Land	1,200,000									
Tennis Complex	2,000,000									
Springfield Bridge Relocation CSP Phase II (\$1 M)	340,000									
Financing Cost		832,000	832,000	832,000						
Extra Payment		196,012	466,732	509,707						
Total Expenses	8,108,331	1,028,012	1,298,732	1,341,707	0	0	0	0	0	0
Net Available	(228,588)	1,000,000	2,000,000	3,000,000	5,385,541	7,815,792	10,291,649	12,814,023	15,383,844	19,052,062

Financing Notes:

Five Year Financing Options @ 2% Interest	4,808,000	1,000,000	832,000
Three Year Financing Options @ 2% Interest	2,950,000	1,000,000	

Projected Financing Costs:

1,664,000	Three Years of Five Year Financing Payments
1,172,451	Three Years of (Arbitrary) Extra Payments
2,836,451	Total Financing Payments

Proposal to Conway Regional Health System

Developing a Walking & Biking Access between Conway Regional Fitness Facility and the Tucker Creek Trail and Designating a Public Access Parking Lot at the Conway Regional Fitness Facility.

The Mayor's Office of the City of Conway proposes to Conway Regional Health System developing a public, paved walking & biking access between Conway Regional Fitness Facility and the Tucker Creek Trail and designating a public access parking lot through Public/Private Partnership for shared maintenance and upkeep up to and including rehabilitation and resurfacing as needed of the southwestern most existing parking lot at the Conway Regional Fitness Facility. *This proposal is contingent upon Conway City Council approval.*

For the right to provide access to and from the Conway Regional Fitness Facility and the Tucker Creek Trail and the right to provide for public parking at this access point and ingress and egress across Conway Regional Health System property to this public parking and access:

- The City of Conway will pay Conway Regional Health System \$7,259.51 (5,700 square feet of easement at \$1.28 per square foot) for an easement on CRHS property adjacent to the western side of the southwestern parking lot of the Conway Regional Fitness Facility.
- The City will fully construct a connecting link to the Tucker Creek Trail which will include trail lighting to normal trail standards along this connector trail, an at-grade access including altered curbing from the connector trail to the parking lot, and the painted "Access Zone" on the parking lot pavement surface adjacent to the connector trail access to preserve access from being blocked by vehicles.
- The City will provide and service trash and recycling containers in the vicinity of the access and will assist in keeping the parking lot clean and free of trash and debris.
- The city will maintain the lawn around and alongside the connector trail.
- The City, upon agreement with CRHS of the need, will split the cost of any and all parking lot repairs and/or improvements related to the public use of the parking lot estimated for the sake of this agreement to be twenty to twenty-five thousand dollars every five to seven years.
- The City will allow CRHS to maintain branding rights along the section of Tucker Creek Trail between College Avenue and Prince Street with the exception of the section through Adamsbrook Subdivision. The branding rights include allowance of the placement of banners on light poles, notation on trailhead signage subject to Parks Department approval, and work out stations and fitness equipment where space allows subject to Parks Department approval.

Upon acceptance of this proposal by the Board of the Conway Regional Health System and the City Council of the City of Conway the City will be allowed right of entry to CRHS property develop construct the connector trail. The City of Conway and Conway Regional Health System will draft a Final Document to agreement to memorialize these terms for approval by both boards.

Tab Townsell, Mayor
City of Conway, Arkansas
September 24, 2015



City of Conway, Arkansas

Ordinance No. O-16-____

AN ORDINANCE AMENDING THE TIRE STORAGE REGULATIONS OF THE CITY OF CONWAY, ARKANSAS, AS ADOPTED BY ORDINANCE #O-04-44 AND AMENDED BY ORDINANCES #O-04-68 AND #O-05-47 AND AMENDING TITLES 4 AND 5 OF THE CONWAY MUNICIPAL CODE TO CLARIFY REGULATIONS GOVERNING STORAGE OF TIRES AND TO ESTABLISH REGULATIONS GOVERNING THE PROPER STORAGE AND DISPOSAL OF USED AND SCRAP TIRES BY USED TIRE DEALERS; AND FOR OTHER PURPOSES:

Whereas, improper storage and disposal of tires, including used and scrap vehicle tires creates threat to public health and safety by harboring mosquitos, snakes, insects, rodents and other vermin, creating fire hazards, and causing the discharge of polluting constituents into the air and waterways; and

Whereas, unlawful dumping of tires, including used and scrap tires, creates a public nuisance through spreading potentially hazardous waste, slowing down waste services and causing a financial burden on the City of Conway ("the City") for collection and disposal thereof, and creating a blight on the City's communities and negatively impacting property values; and

Whereas, current state law requires dealers of new tires to register with the Arkansas Department of Finance and Administration, and be subject to certain regulations, while dealers and installers of used tires are not required to do so, allowing such persons or businesses to operate without similar oversight; and

Whereas, it is in the best interests of the City and its residents that regulations be established for businesses in the City that collect, store, offer for sale, install or dispose of used vehicle tires.

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

Section 1. Chapter 4.14 is hereby added to Title 4 (Business Licenses and Regulations) of the Conway Municipal Code to establish regulations for the proper storage and disposal of used and scrap tires by used tire dealers, and shall include Sections 4.14.01 through 4.14.02, which shall read in their entirety as follows:

Chapter 4.14 Used Tire Dealers

Section 4.14.01 Definitions

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section:

Tire includes any tire intended for use on a motorized vehicle, or a vehicle towed by a motorized vehicle.

Scrap or waste tire means a tire or any portion thereof that can no longer be used, or is no longer intended, for its original purpose, or which is being held, transported, or processed for disposal or recycling.

Used tire means any tire, including a recapped or retreaded tire suitable or intended for continued use for its original purpose.

Automobile tire means any tire with a load rating of "F" or lower.

Truck tire means any tire with a rim size greater than nineteen inches (19") and a load rating of "F" or higher including without limitation a wide-base or extra-wide single tire.

Used tire dealer means any person or business who, within the corporate limits of the City of Conway, Arkansas, (a) offers used tires for sale, trade or barter, (b) provides installation services for used tires, (c) provides scrap or waste tire disposal or recycling services to any person or business who sells, trades, barter or installs tires, or (d) provides used tire or scrap or waste tire transportation or hauling services to any person or business who sells, trades, barter or installs tires.

Enclosed means surrounded and closed off from the elements on all sides by solid, impermeable walls and a solid, impermeable roof, none of which are made from plastic sheeting, tarpaulins, cloth, canvas or any similar flexible or membrane-like material.

Section 4.14.02 Used and Scrap Tires

A. Used tire dealers shall:

1. Dispose of all scrap or waste tires:
 - a. At an official public waste tire collection center authorized by the Pulaski Inter-District Waste Tire Management Program pursuant to the guidelines set forth in Arkansas Pollution Control and Ecology Commission Regulation No. 14; or
 - b. At a solid waste facility permitted by the Arkansas Department of Environmental Quality (ADEQ) and authorized to accept waste tires, in a manner complying with applicable state or federal regulations;
2. Store all tires on the used tire dealer's property or premises in a dry, secure, enclosed structure or enclosed trailer which complies with all applicable Conway ordinances and provisions of the Arkansas Fire Prevention Code, and maintained in an orderly and organized manner, being stacked in columns no more than six (6) feet in height or standing vertically in rows of single tire height, or on racks; except that:
 - a. Scrap or waste tires being kept on a used tire dealer's property awaiting disposal may be stored in an unenclosed, caged trailer which is owned or possessed by the Pulaski Inter-District Waste Tire Management Program; and
 - b. Up to twenty five (25) used tires may be displayed outdoors in an orderly fashion no closer than ten (10) feet from the primary structure of the used tire dealer's business during business hours;
3. Isolate all tires from other stored materials that may create hazardous conditions or emissions in the event of a fire, including, but not limited to, lead acid batteries, fuel tanks, solvent barrels, and pesticide containers;
4. Store used tires, scrap or waste tires, and tire pieces separately from one another;
5. Schedule regular pick-up of scrap or waste tires by a licensed carrier;
6. Not allow the number of scrap or waste tires being stored on the used tire dealer's property to exceed three hundred fifty (350) scrap or waste automobile tires or one hundred (100) scrap or waste truck tires at any one time;
7. Ensure that all stored tires remain free of water and other liquids, trash, debris and any condition which could allow stagnant water to accumulate and thereby potentially contribute to the breeding of mosquitoes; and

8. Make and maintain, for three (3) years following their creation, complete and accurate written records including:
 - a. Records of any and all used tires sold and the date of sale; and
 - b. Records of any and all tires received, no matter the source, to include the date of receipt and whether each tire received is a used tire or a scrap or waste tire; and
 - c. Records of all used tires and scrap or waste tires currently in the used tire dealer's inventory or possession; and
 - d. Records proving proper disposal of all scrap or waste tires, which records shall consist of either:
 - i. Official manifests of the Pulaski Inter-District Waste Tire Management Program reflecting the name of the used tire dealer and showing proper disposal of scrap or waste tires at a collection center authorized by the Pulaski Inter-District Waste Tire Management Program pursuant to the guidelines set forth in Arkansas Pollution Control and Ecology Commission Regulation No. 14, including the date(s) of disposal and the number of tires disposed on each date; or
 - ii. Official records of a solid waste facility permitted by the Arkansas Department of Environmental Quality (ADEQ) and authorized to accept waste tires reflecting the name of the used tire dealer and showing proper disposal of scrap or waste tires at such facility, including the date(s) of disposal and the total weight of scrap or waste tires disposed on each date.
 9. Remit quarterly, to the Conway Code Enforcement Department, a written report reflecting the following:
 - a. The total number of used tires sold during the previous quarter; and
 - b. The total number of used tires received, no matter the source, during the previous quarter; and
 - c. The total number of scrap or waste tires received, no matter the source, during the previous quarter; and
 - d. The total number of used tires and scrap or waste tires in the used tire dealer's inventory or possession as of the date of the report; and
 - e. The total number of scrap or waste tires disposed of during the previous quarter and the manner, location and dates(s) of their disposal.
 10. Make available for inspection, upon demand by any representative of the Conway Code Enforcement Department, the original copies of any or all records required to be kept under this Section.
- B. Any person who violates any provision Subsection A, above, shall upon conviction be guilty of a misdemeanor and shall be fined not less than \$100, nor more than \$1,000.
- C. This Section shall not apply to:
1. Any department, branch or agency of the federal, state or municipal government; or

2. The Pulaski Inter-District Waste Tire Management Program, its agents or employees when acting in their official capacity; or
3. Scrap or waste tires located within a properly permitted landfill.

Section 2. Both Section 2 of the Tire Storage Regulations of the City of Conway, Arkansas, as adopted by Ordinance #O-04-44 and amended by Ordinances #O-04-68 and #O-05-47, and Section 5.28.01 of Chapter 5.28 of Title 5 of the Conway Municipal Code, entitled "Storing of tires", are hereby amended to read, in their entirety, as follows:

- A. All owners of real property within the corporate limits of the City of Conway, Arkansas, and all residents, occupants, or tenants of such property, shall keep such property free from tires and any other receptacle or condition that could allow stagnant water to accumulate and thereby potentially contribute to the breeding of mosquitoes.
- B. All owners of real property within the corporate limits of the City of Conway, Arkansas, and all residents, occupants, or tenants of such property, shall store any tires on such property:
 1. On a wheel or rim which prevents water from accumulating within the tire; or
 2. Securely covered in a manner which does not allow for the possibility of accumulation of water within the tire, or on or under the covering; or
 3. In an enclosure, in a manner permitted under all applicable ordinances and the Arkansas Fire Prevention Code; or
 4. In any other manner which prevents water from collecting on, within and around the tire.
- C. The provisions of Subsection B, above, shall not apply to:
 1. Used tire dealers as defined in Section 4.14.01 of the Conway Municipal Code, who are instead required to store all tires in a manner consistent with the provisions of Section 4.14.02 of the Conway Municipal Code; or
 2. Tires awaiting disposal and stored in a trailer which is owned or possessed by the Pulaski Inter-District Waste Tire Management Program.

Section 3. All ordinances and/or provisions of the Conway Municipal Code in conflict herewith are hereby repealed to the extent of that conflict.

Passed this 12th day of April, 2016.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Ordinance No. O-16-_____**

AN ORDINANCE ACCEPTING AND APPROPRIATING GRANT FUNDS FOR THE CONWAY DISTRICT COURT DEPARTMENT; AND FOR OTHER PURPOSES

Whereas, the City of Conway has received a check in the amount of \$20,000 from the Arkansas Community Corrections Court Accountability Grant to cover the travel of the Ninth Judicial District Court DWI Team to attend various training.

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

Section 1. The City of Conway shall accept and appropriate funds in the amount of \$20,000 from the State Grant Revenue account (399.000.4201) to the District Court Department's Travel Expenses account (399.128.5720).

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

PASSED this 12th day of April 2016.

Approved:

Mayor Tab Townsell

Attest:

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

MEMORANDUM

TO: City Council Members/Mayor Tab Townsell

FROM: Chief Jody Spradlin

DATE: April 5, 2016

SUBJECT: Request for disposal of assets

The Police Department has the following Crown Victoria Police Interceptors that are no longer being used:

- 2005 Crown Victoria (VIN: 08917)
- 2006 Crown Victoria (VIN: 58806)
- 2006 Crown Victoria (VIN: 58807)
- 2006 Crown Victoria (VIN: 59125)
- 2006 Crown Victoria (VIN: 59126)
- 2008 Crown Victoria (VIN: 64264)
- 2008 Crown Victoria (VIN: 64265)
- 2008 Crown Victoria (VIN: 64266)
- 2008 Crown Victoria (VIN: 65972)
- 2008 Crown Victoria (VIN: 62808)

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

Thank you for your consideration.



**City of Conway, Arkansas
Ordinance No. O-16-_____**

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

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

Various Companies	\$36,115.03	Extra Duty Proceeds
District Court	\$ 936.00	Restitution

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

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

Section 1. The City of Conway shall appropriate funds from various companies in the amount of \$36,115.03 from 001.121.4185 to the CPD overtime expense account 001.121.5114.

Section 2. The City of Conway shall appropriate funds from District Court in the amount of \$936 from 001.121.4184 to the CPD uniform expense account 001.121.5670.

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

PASSED this 12th day of April 2016.

Approved:

Mayor Tab Townsell

Attest:

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



**City of Conway, Arkansas
Ordinance No. O-16- _____**

AN ORDINANCE WAIVING BIDS FOR THE PURCHASE OF TASERS FROM TASER INTERNATIONAL FOR THE CONWAY POLICE DEPARTMENT; AND FOR OTHER PURPOSES

Whereas, the Conway Police Department needs to purchase 10 Tasers, cartridges, and batteries for the department; and

Whereas, Taser International is the sole source provider for the Taser International products, therefore, it is the desire of the City Council to waive bids.

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

Section 1. The City of Conway shall accept Taser International as the sole source provider and hereby waive competitive bid requirements for the additional 10 Tasers, cartridges, and batteries at a cost of \$18,995.

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

PASSED this 12th day of April, 2016.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Ordinance No. O-16- _____**

AN ORDINANCE WAIVING BIDS FOR THE PURCHASE OF CONCEALMENT VESTS FROM TEECO SAFETY FOR THE CONWAY POLICE DEPARTMENT; AND FOR OTHER PURPOSES

Whereas, the Conway Police Department needs to purchase 44 Concealment Vests for the department and;

Whereas, Teeco Safety is the sole source provider for the Point Blank Concealment Vests in the state.

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

Section 1. The City of Conway shall accept Teeco Safety as the sole source provider and hereby waive the competitive bid requirements for the additional 44 Concealment Vests at a cost of \$35,728.

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

PASSED this 5th day of April, 2016.

Approved:

Mayor Tab Townsell

Attest:

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



City of Conway, Arkansas
Ordinance No. O-16-____

AN ORDINANCE AUTHORIZING THE RECLASSIFICATION OF ONE (1) VACANT SPECIAL INSPECTOR POSITION IN THE ADMINISTRATION DEPARTMENT TO A DEPUTY MAYOR FOR POLICY & PUBLIC AFFAIRS; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES:

Whereas, the Administration Department requests the reclassification of one (1) vacant Special Inspector position to a Deputy Mayor for Policy & Public Affairs position.

Whereas, the annual salary for a Special Inspector position is \$56,589 and the annual salary for a Deputy Mayor for Policy & Public Affairs position is \$60,000.

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 Special Inspector position to a Deputy Mayor for Policy & Public Affairs position.

Section 2. Additional salary funds in the amount of \$2,689.21 are required for this staffing adjustment.

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

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

PASSED this 12th day of April, 2016.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-16-___

AN ORDINANCE APPROPRIATING FUNDS FOR THE CITY OF CONWAY CIVIL SERVICE EXPENSES; AND FOR OTHER PURPOSES:

Whereas, The City of Conway has a need to pay for expenses related to Civil Service Commission entry level police officer and firefighter promotional testing at a cost of \$5,000 for which funding has not previously been provided.

Whereas, budgetary authority for such expenditure has not previously been provided.

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

Section 1. The City of Conway shall appropriate \$5,000 for expenses related to the Civil Service Commission entry level police officer and firefighter promotional testing from the General Fund – Fund Balance Appropriation Account (001.119.4900) to the Civil Service Account (001.119.5770).

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

PASSED this 12 day of April, 2016.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer