



# City of Conway Council Agenda

Council Meeting Date: **December 23<sup>rd</sup>, 2014**

5:30pm – Committee Meeting: **Discussion of the FY2015 Street Projects**

6:30pm - Council Meeting

Call to Order: Mayor Tab Townsell

Roll Call: City Clerk/Treasurer Michael O. Garrett

Minutes Approval: **December 9<sup>th</sup>, 2014**

**Employee Service Awards**

**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 Whitmore

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## 1. Report of Standing Committees:

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

1. Consideration to approve bids for the construction of 12 bay enclosed t-hangars at Cantrell Field.
2. Consideration to enter into a contract with Garver for professional services associated with the 12 bay T-hangar located at Cantrell Field.
3. Consideration to amend the Garver Contract for additional services associated with the 2014 AIP Grant for Cantrell Field.
4. Consideration to approve the settlement for Conway Aviation Services.

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

1. Resolutions requesting the Faulkner County Tax Collector place a certified lien on certain properties as a result of incurred expenses by the City.
2. Consideration to approve the bids for the 2015 annual materials and services utilized by the Street Department.
3. Ordinance adopting the Energy Code 2014 for the Permits & Inspection Department.
4. Consideration to approve the nomination for the newly created Robinson Cemetery Board.
5. Consideration to approve a conditional use request for a pet lodge for property located at 1300 Old Military Road.

6. Ordinance to rezone property located at 915 E. Oak Street from C-3 to PUD.

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

1. Consideration to approve annual bid for universal refuse roll carts & recycling carts for the Sanitation Department.

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

1. Ordinance appropriating funds for the purchase of additional software for the alert system for the CFD.
2. Ordinance appropriating funds and waiving bids for the purchase of a heavy duty rescue from Pierce Manufacturing for the CFD.
3. Ordinance accepting donated funds to cover pet expenses for the Animal Welfare Shelter.
4. Ordinance accepting assets obtained through court order for the CPD.
5. Ordinance appropriating asset forfeiture funds for an online reporting system for the CPD.
6. Ordinance appropriating reimbursement funds from various entities to CPD.

**E. Finance**

1. Consideration to approve the monthly financial report ending November 30, 2014.
2. Ordinance approving the FY2015 Budget.

**F. Old Business**

1. Ordinance to establish a wrecker franchise service for the City of Conway.

**G. New Business**

1. Consideration to recognize the service of the City Clerk/Treasurer in all of his capacity with the City of Conway.

**Adjournment**

**CITY OF CONWAY  
STREET DEPARTMENT  
2015 STREET FUND SUMMARY**

|  |                         |  |                     |
|--|-------------------------|--|---------------------|
| <b>A. ESTIMATED STREET FUND BALANCE @ END 2014</b>         |                         |  | <b>\$ 3,136,000</b> |
|  |                         | Remaining Cost   |                     |
| <b>APPROVED &amp; FUNDED PROJECTS FROM PRIOR YEARS:</b>    |                         |  |                     |
| 1 Main & Front Street - Rehab Parking Lot and Street Scape |                         | \$ 100,000   |                     |
| 2 Artis Lane   | Lee Andrew to Dave Ward | \$ 85,000  |                     |
| 3 Westport Circle  |                         | \$ 35,000  |                     |
| 5 Wescon Lane  | Parkplace to College    | \$ 85,000  |                     |
|  |                         | <b>TOTAL CARRIED OVER STREET CONSTRUCTION PROJECTS</b> | <b>\$ 305,000</b>   |

|   |                           |            |                     |
|---|---------------------------|------------|---------------------|
| <b>B. ESTIMATED STREET FUND BALANCE PRIOR TO 2015 REVENUE OR EXPENSES</b> |                           |            | <b>\$ 2,831,000</b> |
| 4 Washington Ave. - Winfield to Front. (Impact Fee Project)               | Reconstruct to 36' Curbed | \$ 200,000 |                     |

|   |  |   |                     |
|---|--|---|---------------------|
| <b>C. ESTIMATED STREET FUND REVENUE FOR 2014</b>    |  |   |                     |
| 1 State Fuel Tax Turn Back                          |  | \$ 2,374,911                            |                     |
| 2 Property Tax ( 50% 3 mil Co.. road tax)           |  | \$ 1,464,520                            |                     |
| 3 Sales Tax (St. Fund Share of Salary Tax)          |  | \$ 245,000                              |                     |
| 4 In Lieu of Tax                                    |  | \$ 15,000                               |                     |
| 5 City Share of 1/2 cent AHTD Sales Tax             |  | \$ 1,100,000                            |                     |
| 6 Conway Corp Franchise Fee (Traffic Signal System) |  | \$ -                                    |                     |
| 7 Severence Tax                                     |  | \$ 360,000                              |                     |
| 8 Engineering Fees                                  |  | \$ 10,000                               |                     |
| 9 Sign Permits                                      |  | \$ 500                                  |                     |
| 10 Interest   |  | \$ 18,000                               |                     |
|   |  | <b>TOTAL ESTIMATED REVENUE FOR 2015</b> | <b>\$ 5,587,931</b> |

|   |               |  |                     |
|---|---------------|--|---------------------|
| <b>D. ESTIMATED STREET FUND EXPENSES FOR 2015</b>                               |               |  |                     |
| 1 Personal Services Cost  |               | \$ 2,356,509                             |                     |
| 2 Operating Cost (Patching & Construction Material, Fuel, Equip. maint., Etc)   |               | \$ 982,300                               |                     |
| 3 Professional Services   |               | \$ 25,000                                |                     |
| 4 Traffic Signal Maintenance  |               | \$ 200,000                               |                     |
| 5 Vehicles & Equipment  |               | \$ 309,000                               |                     |
| Street Sweeper  | 200000        | \$ -                                     |                     |
| Pickup  | 25000         | \$ -                                     |                     |
| Service Truck   | 45000         | \$ -                                     |                     |
| Surplus Dumptruck   | 15000         | \$ -                                     |                     |
| Motograder Lease  | 24000         | \$ -                                     |                     |
| 6 Accountable Equipment   |               | \$ 20,000                                |                     |
| 7 Sr. Citizens & Others   | 2014 = 140000 | \$ -                                     |                     |
| 8 Contingency for Central Landing Projects ( Rev. from AHTD 1/2 cent Sales Tax) |               | \$ 900,000                               |                     |
| 9 ALLOWANCE FOR ALLOCATION TO STREET PROJECTS                                   |               | \$ 795,122                               |                     |
|   |               | <b>TOTAL ESTIMATED EXPENSES FOR 2015</b> | <b>\$ 5,587,931</b> |

|  |                                      |                |                       |
|--|--------------------------------------|----------------|-----------------------|
| <b>E. POSSIBLE 2014 STREET PROJECTS</b>            |                                      |                |                       |
|  |                                      | CITY<br>FORCES | Private<br>Contractor |
| <b>STATE MATCHING PROJCECTS</b>                    |                                      |                |                       |
| 1 Dave Ward Drive Signal Optimization (PROGRAMMED) | 20% MATCH, METROPLAN                 |                | \$ 100,000            |
| 2 Hogan Lane - Tyler to Chalice Creek (PROGRAMMED) | \$250,000 CITY AID                   |                | \$ 100,000            |
| 3 Oak Street Signal Optimization                   | METROPLAN                            |                | \$ 100,000            |
| 4 Hogan Lane - Chalice Creek to Reedy              | CITY AID                             |                | \$ 80,000             |
| 5 Tyler - Salem to Hogan                           | CITY AID                             |                | \$ 340,000            |
|  | <b>TOTAL STATE MATCHING PROJECTS</b> | <b>\$ -</b>    | <b>\$ 280,000</b>     |

|  |   |                      |                     |
|--|---|----------------------|---------------------|
| <b>STREET RECONSTRUCTIONS</b>                                    |   |                      |                     |
| 1 Western Ave - Caldwell to Robinson                             | Construct 27' Street                                  | \$ 100,000           | \$ 220,000          |
| 2 Mitchell St - Bruce to Robins                                  | Reconstruct to 27' Curbed Street                      | \$ 180,000           | \$ 360,000          |
| 3 Davis St - Robins to South                                     | Reconstruct to 27' Curbed Street                      | \$ 90,000            | \$ 180,000          |
| 4 Davis Street - Robins to Dave Ward                             | Reconstruct to 27' Curbed Street                      | \$ -                 | \$ -                |
| 5 Middle Road - Southerland to E. German                         | Reconstr to 36' Curbed                                | \$ 300,000           | \$ 610,000          |
| 6 Blaney Hill Road - Hwy 25 to Stone                             | 3600'   | \$ 610,000           | \$ 1,100,000        |
| 7 Stanley Russ Rd - Bill Bell to S. Donaghey                     | 6000' 36' curbed                                      | \$ 990,000           | \$ 1,980,000        |
| 8 Nutter Chapel Rd - Catherine Place to Salem                    | 36' Curbed - 1,800'                                   | \$ 300,000           | \$ 610,000          |
| 9 Ryan Road & Shock Loop   | Off Reedy South of College                            | \$ 100,000           | \$ 200,000          |
| 10 Shock Loop  | Reconstruct to 24' Open Ditch Roadway                 | \$ 100,000           | \$ 200,000          |
| 11 Nutter Chapel Rd - Mattison to Pebble Beach (IMPACT FEE ????) | Reconstruct to 24' Open Ditch Roadway - 4000'         | \$ 280,000           | \$ 380,000          |
| 12 Tyler Street - Eve Lane to Sena Drive                         | 3600' 50% Base Stab+Edge Milling + Overlay + Restripe | \$ 280,000           | \$ 330,000          |
| 13 Favre Lane - Salem to Ellen Smith                             | 4000' 25% Base Stab+Edge Milling + Overlay + Restripe | \$ 220,000           | \$ 300,000          |
| 14 Smoking Oaks  | Reconstruct to 27' Curbed Street                      | \$ -                 | \$ -                |
| 15 Shady Lane - North of Red Oak                                 | Reconstruct to 27' Curbed Street                      | \$ -                 | \$ -                |
| 16 Van Ronkle - Court To Markham                                 |   | \$ -                 | \$ -                |
| 17 Van Ronkle - Box Culvert                                      |   | \$ -                 | \$ -                |
| 18 Morningside Dr  |   | \$ -                 | \$ -                |
| 19 Timberlane  |   | \$ -                 | \$ -                |
| 20 Water Oak   |   | \$ -                 | \$ -                |
| 21 College and Salem Roundabout                                  |   | \$ -                 | \$ -                |
| 22 College Ave - Donaghey to Salem                               |   | \$ -                 | \$ -                |
| 23 Salem Road - College to Dave Ward                             |   | \$ -                 | \$ -                |
| 24 Center Street - Hardy to Dave Ward                            |   | \$ -                 | \$ -                |
|  | <b>TOTAL STREET RECONSTRUCTION</b>                    | <b>\$ 15,315,862</b> | <b>\$ 6,470,000</b> |

|  |                                      |   |                                |
|--|--------------------------------------|---|--------------------------------|
| <b>STREET OVERALYS</b>                       |                                      |   |                                |
| 1 TJ   | Gertrude to Oak Meadows              | Overlay 2000'                           | \$ 50,000 \$ 60,000            |
| 2 Raleigh - Sante Fe to Montana              |                                      | Edge Milling + Overlay                  | \$ 50,000 \$ 70,000            |
| 3 Eve Lane                                   | Pavement not too Bad                 | Asphalt Overlay                         | \$ 100,000 \$ 100,000          |
| 4 Mallard Lane - North_South                 | Needs undrains to reduce groundwater | Edge Milling + Overlay + Underdrain     | \$ 40,000 \$ 70,000            |
| 5 Malard Ln - East West                      |                                      | Edge Milling + Overlay                  | \$ 20,000 \$ 40,000            |
| 6 McNutt Road - Dave Ward to Old Military    |                                      | 3000' Edge Milling + Overlay + Restripe | \$ 90,000 \$ 100,000           |
| 7 Tyler Street - 300' East Hogan to Eve Lane |                                      | 3300' Edge Milling + Overlay + Restripe | \$ 130,000 \$ 190,000          |
| 8 Salem Road - Pheasant to Nutter Chapel     |                                      | 1300' Edge Milling + Overlay + Restripe | \$ 60,000 \$ 70,000            |
| 9 South German Ln - Dave Ward to Robins      |                                      | 3300' Edge Milling + Overlay + Restripe | \$ 130,000 \$ 180,000          |
| 10 Robins Street - Harkrider to Davis        |                                      | 4000' Edge Milling + Overlay + Restripe | \$ 150,000 \$ 220,000          |
| 11 Castlegate                                |                                      |   | \$ 25,000 \$ 30,000            |
| 12 Marleigh Drive                            |                                      |   | \$ 35,000 \$ 42,000            |
| 21 Mill Pond                                 |                                      |   | \$ - \$ -                      |
|  |                                      | <b>TOTAL OVERLAYS</b>                   | <b>\$ 880,000 \$ 1,172,000</b> |

|  |  |                        |                       |
|--|--|------------------------|-----------------------|
| <b>SIDEWALKS</b>   |  |                        |                       |
| 1 S. German - Robins to Nabholz Ave - Sidewalk (East Side) |  |                        | \$ - \$ 20,000        |
| 2 Farris Road - Next to Centennial Bank                    |  |                        | \$ - \$ 3,000         |
|  |  | <b>TOTAL SIDEWALKS</b> | <b>\$ - \$ 20,000</b> |

CITY OF CONWAY, ARKANSAS  
MAJOR STREET PROJECT PROGRAM 2014 thru 2018  
SUMMARY OF PROJECT COST AND REVENUE  
December 11, 2014

| PROJECT COST  | TOTAL COST                  | Paid TO Date        | 2014 4th Quarter    | 2015 1st Quarter     | 2015 2nd Quarter     | 2015 3rd Quarter     | 2015 4th Quarter     | 2016 1st Quarter    | 2016 2nd Quarter    | 2016 3rd Quarter    | 2016 4th Quarter    | 2017 1st Quarter    | 2017 2nd Quarter    | 2017 3rd Quarter    | 2017 4th Quarter    | 2018 1st Quarter    | 2018 2nd Quarter    | 2018 3rd Quarter    | 2018 4th Quarter    |             |
|---|-----------------------------|---------------------|---------------------|----------------------|----------------------|----------------------|----------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|-------------|
| Prince Street Loan  | \$ -                        | \$ -                |                     |                      |                      | \$ 435,000           |                      |                     |                     | \$ 435,000          |                     |                     |                     | \$ 430,000          |                     |                     |                     | \$ 420,000          |                     |             |
| <b>South Interchange</b>  |                             |                     |                     |                      |                      |                      |                      |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| Structure & Grading Loan Payment  | \$ -                        |                     |                     |                      | \$ 625,000           |                      |                      |                     | \$ 625,000          |                     |                     |                     | \$ 620,000          |                     |                     |                     | \$ 620,000          |                     |                     |             |
| Structures & Grading Contract Payments  | \$ 2,326,000                | \$ 1,719,307        | \$ 400,000          | \$ 206,693           |                      |                      |                      |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| Base & Surfacing Contract   | \$ 2,900,000                |                     |                     |                      | \$ 725,000           | \$ 725,000           | \$ 1,450,000         |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| Engineering   | \$ 450,000                  |                     | \$ 100,000          | \$ 50,000            | \$ 100,000           | \$ 100,000           | \$ 100,000           |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| Subtotal South Interchange  | \$ 5,676,000                |                     |                     |                      |                      |                      |                      |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| <b>Central Landing - Preliminary Engineering &amp; Environmental</b>          | \$ 490,000                  | \$ 383,795          | \$ 30,000           | \$ 76,205            |                      |                      |                      |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| <b>Central Landing - Oak, Ramps &amp; Central Land Blvd to McNutt</b>         |                             |                     |                     |                      |                      |                      |                      |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| Design Engineering  | \$ 675,000                  | \$ 115,484          | \$ 59,516           | \$ 250,000           | \$ 250,000           |                      |                      |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| Right of Way  | \$ 100,000                  |                     |                     | \$ 100,000           |                      |                      |                      |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| Construction  | \$ 5,000,000                |                     |                     |                      | \$ 5,000,000         |                      |                      |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| Construction Engineering (inc. in AHTD Funds)                                 |                             |                     |                     |                      |                      |                      |                      |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| Subtotal Oak St., Ramp Mod. & Central Landing                                 | \$ 5,775,000                |                     |                     |                      |                      |                      |                      |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| <b>Central Landing - Overpass &amp; Amity Intersection</b>                    |                             |                     |                     |                      |                      |                      |                      |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| Design Engineering  | \$ 700,000                  | \$ 79,554           | \$ 150,000          | \$ 300,000           | \$ 170,446           |                      |                      |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| Right of Way  | \$ 400,000                  |                     |                     | \$ 400,000           |                      |                      |                      |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| Wetland & Stream Mitigation   | \$ 110,000                  |                     |                     | \$ 110,000           |                      |                      |                      |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| Construction - Box Culvert  | \$ 950,000                  |                     |                     | \$ 450,000           | \$ 450,000           |                      |                      |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| Construction - Remainder of Project   | \$ 6,500,000                |                     |                     |                      | \$ 500,000           | \$ 700,000           | \$ 800,000           | \$ 1,500,000        | \$ 2,000,000        | \$ 700,000          | \$ 300,000          |                     |                     |                     |                     |                     |                     |                     |                     |             |
| Construction Engineering  | \$ 500,000                  |                     |                     |                      |                      | \$ 100,000           | \$ 100,000           | \$ 100,000          | \$ 100,000          | \$ 50,000           | \$ 50,000           |                     |                     |                     |                     |                     |                     |                     |                     |             |
| Subtotal Overpass & Amity Roundabout  | \$ 9,160,000                |                     |                     |                      |                      |                      |                      |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| <b>Central Landing - 6th Street &amp; Connection to Bruce &amp; Harkrider</b> |                             |                     |                     |                      |                      |                      |                      |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| Right of Way  | \$ 150,000                  |                     |                     | \$ 150,000           |                      |                      |                      |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| Construction  | \$ 4,500,000                |                     |                     |                      | \$ 600,000           | \$ 700,000           | \$ 800,000           | \$ 1,200,000        | \$ 600,000          | \$ 600,000          |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| Subtotal 6th St. & Bruce /Harkridr Conn.                                      | \$ 4,650,000                |                     |                     |                      |                      |                      |                      |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| <b>Central Landing - Central Landing Boulevard - McNutt to 6th</b>            |                             |                     |                     |                      |                      |                      |                      |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| Right of Way  | \$ 500,000                  |                     |                     | \$ 500,000           |                      |                      |                      |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| Construction  | \$ 1,500,000                |                     |                     |                      | \$ 200,000           | \$ 200,000           | \$ 200,000           | \$ 300,000          | \$ 300,000          | \$ 200,000          | \$ 100,000          |                     |                     |                     |                     |                     |                     |                     |                     |             |
| Subtotal - Central Landing - McNutt to 6th St.                                | \$ 2,000,000                |                     |                     |                      |                      |                      |                      |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| <b>Dave Ward Drive - I-40 to Thomas G. Wilson</b>                             |                             |                     |                     |                      |                      |                      |                      |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| AHTD Match  | \$ 1,000,000                |                     |                     |                      | \$ 1,000,000         |                      |                      |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| <b>TOTAL ESTIMATED PROJECT COST</b>   | <b>\$ 28,751,000</b>        | <b>\$ 2,298,140</b> | <b>\$ 739,516</b>   | <b>\$ 2,592,898</b>  | <b>\$ 9,620,446</b>  | <b>\$ 2,960,000</b>  | <b>\$ 3,450,000</b>  | <b>\$ 3,100,000</b> | <b>\$ 3,625,000</b> | <b>\$ 1,985,000</b> | <b>\$ 450,000</b>   |                     |                     | <b>\$ 620,000</b>   | <b>\$ 430,000</b>   | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ 620,000</b>   | <b>\$ 420,000</b>   | <b>\$ -</b> |
| <b>CONSTRUCTION FUND REVENUE</b>  | <b>BALANCE Nov. 1, 2014</b> |                     |                     |                      |                      |                      |                      |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| Pay as You Go Fund  | \$ 2,400,000                |                     | \$ 675,000          | \$ 675,000           | \$ 675,000           | \$ 675,000           | \$ 675,000           | \$ 675,000          | \$ 675,000          | \$ 675,000          | \$ 675,000          | \$ 675,000          | \$ 675,000          | \$ 675,000          | \$ 675,000          | \$ 675,000          | \$ 675,000          | \$ 675,000          | \$ 675,000          |             |
| AHTD Sales Tax (From 2014 Budget)   | \$ 1,000,000                |                     |                     |                      |                      |                      |                      |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| AHTD PARTICIPATION  |                             |                     |                     |                      | \$ 1,800,000         |                      |                      |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| BOND PROCEEDS   |                             |                     |                     |                      |                      |                      |                      |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |                     |             |
| <b>TOTAL FUNDS AVAILABLE</b>  | <b>\$ 3,400,000</b>         |                     | <b>\$ 4,075,000</b> | <b>\$ 22,710,484</b> | <b>\$ 22,592,586</b> | <b>\$ 13,647,140</b> | <b>\$ 11,362,140</b> | <b>\$ 8,587,140</b> | <b>\$ 6,162,140</b> | <b>\$ 3,212,140</b> | <b>\$ 1,902,140</b> | <b>\$ 2,127,140</b> | <b>\$ 2,802,140</b> | <b>\$ 2,857,140</b> | <b>\$ 3,102,140</b> | <b>\$ 3,777,140</b> | <b>\$ 4,452,140</b> | <b>\$ 4,507,140</b> | <b>\$ 4,762,140</b> |             |
| <b>Construction Fund Balance at End Quarter</b>                               | <b>\$ 3,400,000</b>         |                     | <b>\$ 3,335,484</b> | <b>\$ 20,117,586</b> | <b>\$ 12,972,140</b> | <b>\$ 10,687,140</b> | <b>\$ 7,912,140</b>  | <b>\$ 5,487,140</b> | <b>\$ 2,537,140</b> | <b>\$ 1,227,140</b> | <b>\$ 1,452,140</b> | <b>\$ 2,127,140</b> | <b>\$ 2,182,140</b> | <b>\$ 2,427,140</b> | <b>\$ 3,102,140</b> | <b>\$ 3,777,140</b> | <b>\$ 3,832,140</b> | <b>\$ 4,087,140</b> | <b>\$ 4,762,140</b> |             |



*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: December 16, 2014

SUBJECT: Approval of Bids for a 12 Bay T-hangar

Bids were opened for construction of a 12 bay enclosed T-hangar at Cantrell Field on December 16, 2014 at 1:30 P.M. The waiting list for T-hangars at the new airport will fill every slot in this T-hangar, with some individuals still on the list.

Below are listed the bids received:

|                         |              |
|-------------------------|--------------|
| Jane Construction       | \$509,850.00 |
| PickIt Construction     | \$574,600.00 |
| Salter Construction     | \$587,777.00 |
| Dayco Construction      | \$692,000.00 |
| VEI General Contracting | \$817,000.00 |

I recommend award of the bid to Jane Construction contingent on approval of an 80%/20% grant by the Arkansas Department of Aeronautics at their January 2015 meeting.

I also recommend approving an application for an 80/20 grant to the ADA for the winning bid and associated professional services contract. Local match funds for the project will be provided by Cantrell Field Sale Funds.

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



*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: December 15, 2014

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

Attached for your review is contract for professional services with Garver Engineering for construction of a 12-bay T-hangar. This contract includes work on Final Design, Bidding Services, and Construction Services in the amount of \$36,500.00.

The cost for this contract will be reimbursed by the Arkansas Department of Aeronautics contingent on their approval of an 80%/20% match grant at their January 2015 meeting. Should the ADA decline to award the grant, the City would be responsible for design/bid services that have already been rendered.

The local funds for the 20% match are budgeted from the sale of the old Cantrell Field.

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



**AGREEMENT FOR PROFESSIONAL SERVICES**  
**City of Conway**  
**Conway, Arkansas**  
**Project No. 1401-1503**

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

The Owner intends to make the following improvements:

**12-Bay T-Hangar Construction**

GARVER will provide professional services related to these improvements as described herein. Project improvements shall be in accordance with planning for the project, and applications for State Funds prepared by GARVER.

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

**SECTION 1 - EMPLOYMENT OF GARVER**

The Owner agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and the Arkansas Department of Aeronautics, in accordance with regulations and procedures established for State Aid Projects. GARVER's services will be coordinated with the Owner, the ADA, and others required in the accomplishment of the work and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

**SECTION 2 - SCOPE OF SERVICES**

GARVER's scope of services is described in attached Appendix A.

**SECTION 3 - PAYMENT**

For the work described under SECTION 2 - SCOPE OF SERVICES, the Owner will pay GARVER on a lump sum basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

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



The table below presents a summary of the fee amounts and fee types for this contract.

| WORK DESCRIPTION            | FEE AMOUNT      | FEE TYPE |
|-----------------------------|-----------------|----------|
| Final Design                | \$16,500        | LUMP SUM |
| Bidding Services            | \$4,500         | LUMP SUM |
| Construction Phase Services | \$15,500        | LUMP SUM |
| <b>TOTAL FEE</b>            | <b>\$36,500</b> |          |

The lump sum amount to be paid under this agreement is \$36,500. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about June 1, 2015.

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

#### **SECTION 4 - OWNER'S RESPONSIBILITIES**

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

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.
3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this contract, except as otherwise described in Section 2 – Scope of Services.
4. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.





5. Furnishing GARVER a current boundary survey with easements of record plotted for the project property.
6. Paying all plan review and advertising costs in connection with the project.
7. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
8. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
9. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
10. Owner will not hire any of GARVER's employees during performance of this contract and for a period of one year beyond completion of this contract.
11. Furnishing GARVER a current geotechnical report for the proposed site of construction. GARVER will coordinate with the geotechnical consultant, the Owner has contracted with, on the Owner's behalf for the information that is needed for this project.

## **SECTION 5 – MISCELLANEOUS**

### **5.1 Instruments of Service**

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

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

GARVER retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of GARVER, shall be without liability to GARVER and GARVER's consultants. The Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of GARVER.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that the Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including



but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.

## 5.2 Opinions of Cost

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

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

## 5.3 Underground Utilities

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

## 5.4 Insurance

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

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

## 5.5 Records

FAA, Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of GARVER which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcription. GARVER shall maintain all required records for 3 years after the Owner makes final



payment and all other pending matters are closed.

After completion of the Project, and prior to final payment, GARVER shall deliver to the Owner all original documentation prepared under this Contract, and one (1) set of the record drawing Construction Plans updated to reflect changes. One (1) set of the record drawing Construction Plans will also be delivered to the FAA Airport Region Office. In the event the Owner does not have proper storage facilities for the protection of the original Drawings, the Owner may request GARVER to retain the Drawings with the provision that they will be made available upon written request.

## **5.6 Indemnity Provision**

Subject to the limitation on liability set forth in Section 5.7, GARVER agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of GARVER, its subconsultants, or any other party for whom GARVER is legally liable, in the performance of their professional services under this contract.

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

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

Owner agrees that any claim or suit for damages made or filed against GARVER by Owner will be made or filed solely against GARVER or its successors or assigns and that no member or employee of GARVER shall be personally liable to Owner for damages under any circumstances.

## **5.7 Limitation of Liability**

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

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor Garver shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

### *5.7.1 Hazardous Materials*



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

### **5.8 Mediation**

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

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

## **SECTION 6 - CONTROL OF SERVICES**

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

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

## **SECTION 7 - SUCCESSORS AND ASSIGNS**

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



**SECTION 8 – APPENDICES AND EXHIBITS**

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

8.1.1 Appendix A – Scope of Services

8.1.2 Appendix B – Fee Spreadsheets

8.2 This Agreement (consisting of pages 1 to 7, inclusive) together with the appendices and exhibits identified above constitute the entire agreement between the Owner and GARVER and supersede all prior written or oral understandings. This Agreement and said appendices and exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

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

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

CITY OF CONWAY

GARVER, LLC

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

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

Name: \_\_\_\_\_  
*Printed Name*

Name: \_\_\_\_\_  
*Printed Name*

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

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

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_



## APPENDIX A

### SCOPE OF SERVICES CITY OF CONWAY CONWAY, ARKANSAS

#### 2.1 General

Generally, the scope of services includes the construction of a 12-bay t-hangar at the new Conway Municipal Airport. Services will include design, bidding, and construction support for the construction of 1-12-bay t-hangar.

#### 2.2 Final Design

Garver will serve as the Owner's representative throughout the project and furnish consultation and advice to the Owner during the performance of this service. Garver will coordinate funding options with Arkansas Department of Aeronautics. Garver will prepare and E-File all necessary documentation required to fulfill project programming and air spacing requirements. Garver will prepare detailed construction drawings, specifications, instructions to bidders, general provisions and special provisions, all based on guides furnished to Garver by the Client and ADA. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contracts. These designs shall be in accordance with sound engineering principles and shall be submitted to the FAA office from which approval must be obtained. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the Department of Labor as appropriate for incorporation into the specifications for the proposed project. Garver will furnish plans to the Client for bidding and coordination purposes.

#### 2.3 Bidding Services

Garver will assist the Client in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend pre-bid conferences. The Client will pay advertising costs outside of this contract. Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Client as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Client concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents. Garver will attend the bid opening, prepare bid tabulation sheets and assist the Client in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. Garver will assist the Client in the execution of all contract documents and furnish a sufficient number of executed documents for the Client and the Contractor.

#### 2.4 Construction Phase Services

During the construction phase of work, Garver will accomplish the following:

1. Support the Client's improvement plan by accomplishing preliminary planning, and/or engineering work as directed by the Client. The work shall include the preparation of opinions of costs, preliminary plans, applications for local, state, and federal funds, and services required to support



the Client's applications for funds.

2. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
3. Prepare for and attend utilities coordination meeting.
4. Attend progress/coordination meetings with the Client /Contractor.
5. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
6. Consult with and advise the Client during the construction period. Garver will submit, when requested by the Client, written reports to the Client on the progress of the construction including any problem areas that have developed or are anticipated to develop
7. Issue instructions to the Contractor on behalf of the Client and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
8. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Client regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
9. Maintain a set of working drawings and prepare and furnish record drawings.
10. Provide part-time resident construction observation services for the 90-calendar-day construction contract performance time. The proposed fee is based on approximately 6 hours per week, during the construction contract performance time plus an additional 2 weeks for weather and other delays beyond the contractor's control. If the construction time extends beyond the time established in this agreement or if the Client wishes to increase the time or frequency of the observation, the Client will pay Garver an additional fee agreed to by the Client and Garver.
11. When authorized by the Client, prepare change orders or supplemental agreements, as appropriate, for ordering changes in the work from that originally shown on the Plans and Specifications. If re-design or substantial engineering is required in the preparation of these documents, payment for extra services involved will be made in addition to the payment provided in basic engineering services.
12. Participate in final project inspection, prepare punch list, review final project closeout documents, and submit final pay request.

Construction observation services will be provided by Garver's Resident Project Representative, who will provide or accomplish the following:

- Consult with and advise the Client during the construction period.
- Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Client. Coordinate with this firm to insure that all material tests





required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.

- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit.
- Prepare requests for monthly and final payments to the Contractor.
- Provide information for preparation of record drawings of the completed project.
- Assist the Client in the observation of Contractor's operations for proper classification of workers, and review of Contractor's payrolls as necessary to determine compliance with the prevailing wage rates.

In performing construction observation services, Garver will endeavor to protect the Client against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Client immediately, so that appropriate action under the Client's contract with the Contractor can be taken.

As a minimum, Garver's project engineer or his qualified representative will visit the site of the work on the average of once during each fifteen (15) working days of the construction period. These visits should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when his presence is desirable. Garver's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the construction observer. Garver's project engineer shall direct, supervise, advise, and counsel the construction observer in the accomplishment of his duties.

## **2.5 Project Deliverables**

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

1. Two copies of the Final Design with opinion of probable construction cost.
2. Three copies of the Final Plans and Specifications to the Contractor.
3. Two copies of approved shop drawings/submittals from the Contractor.
4. One hard copy set of Record Drawings.
5. Arkansas Department of Aeronautics Grant Application
6. Electronic files as requested.

## **2.6 Extra Work**

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

1. Redesign for the Client's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.





3. Pavement Design beyond that furnished in the Geotechnical Report.
4. Design of any utilities relocation other than water and sewer.
5. Street lighting or other electrical design beyond that required for each hangar.
6. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ. Construction materials testing.
7. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
8. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
9. Services after construction, such as warranty follow-up, operations support, etc.

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

## 2.7 Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

| <u>Milestone</u>                                   | <u>Date</u>       |
|--|-------------------|
| Advertise for Bids                                 | November 23, 2014 |
| Bid Opening  | December 16, 2014 |
| Submit ADA Grant Application to City for Execution | December 19, 2014 |
| Issue Notice to Proceed                            | TBD               |

## APPENDIX B

### CITY OF CONWAY 12-BAY T-HANGAR CONSTRUCTION

#### FEE SUMMARY

| <b>Title I Services</b>               | <b>Estimated Fees</b> |
|---------------------------------------|-----------------------|
| Final Design                          | \$16,500.00           |
| Bidding Services                      | \$4,500.00            |
| <b>Subtotal for Title I Services</b>  | <b>\$21,000.00</b>    |
| <br>                                  |                       |
| <b>Title II Services</b>              |                       |
| Construction Phase Services           | \$15,500.00           |
| <b>Subtotal for Title II Services</b> | <b>\$15,500.00</b>    |

**APPENDIX B**

**CITY OF CONWAY  
12-BAY T-HANGAR CONSTRUCTION**

**FINAL DESIGN**

| WORK TASK DESCRIPTION                      | E-6       | E-4       | E-2      | E-1       | D-2      | T-2      | X-2       |
|--|-----------|-----------|----------|-----------|----------|----------|-----------|
|  | \$234.00  | \$153.00  | \$108.00 | \$94.00   | \$102.00 | \$87.00  | \$73.00   |
|  | hr        | hr        | hr       | hr        | hr       | hr       | hr        |
| <b>1. Civil Engineering</b>                |           |           |          |           |          |          |           |
| FAA Airspace Coordination                  |           |           |          | 2         |          |          | 2         |
| Final Plans                                |           |           |          |           |          |          |           |
| Cover Sheet                                |           | 1         |          | 1         |          |          | 1         |
| Project Layout Plan                        |           | 1         |          | 2         |          |          | 4         |
| Survey Control Plan                        |           | 1         |          | 2         |          |          | 3         |
| Typical Section                            |           | 1         |          | 2         |          |          | 4         |
| Typical Details                            |           | 1         |          | 2         |          |          | 4         |
| Layout Sheets                              |           | 1         |          | 4         |          |          | 8         |
| Site Plans                                 |           | 1         |          | 2         |          |          | 8         |
| Coordination with the Owner/Funding Agency |           | 4         |          |           |          |          |           |
| Specifications/Contract Documents          |           | 4         |          | 16        |          |          |           |
| Quantities                                 |           | 1         |          | 2         |          |          |           |
| Opinion of Probable Construction Cost      |           |           |          | 2         |          |          |           |
| QC Review                                  | 2         | 6         |          |           |          |          |           |
| ADA Grant Application                      |           | 1         |          | 2         |          |          |           |
| ADA Meeting                                |           | 3         |          | 3         |          |          |           |
|  |           |           |          |           |          |          |           |
| <b>Subtotal - Civil Engineering</b>        | <b>2</b>  | <b>26</b> | <b>0</b> | <b>42</b> | <b>0</b> | <b>0</b> | <b>34</b> |
| <b>2. Structural Engineering</b>           |           |           |          |           |          |          |           |
|  |           |           |          |           |          |          |           |
| <b>Subtotal - Structural Engineering</b>   | <b>0</b>  | <b>0</b>  | <b>0</b> | <b>0</b>  | <b>0</b> | <b>0</b> | <b>0</b>  |
| <b>3. Mechanical Engineering</b>           |           |           |          |           |          |          |           |
|  |           |           |          |           |          |          |           |
| <b>Subtotal - Mechanical Engineering</b>   | <b>0</b>  | <b>0</b>  | <b>0</b> | <b>0</b>  | <b>0</b> | <b>0</b> | <b>0</b>  |
| <b>4. Electrical Engineering</b>           |           |           |          |           |          |          |           |
| Hangar Wiring Design                       | 2         |           |          | 6         |          |          |           |
| Electrical Layout                          | 1         |           |          | 6         |          |          |           |
| Panel Details                              | 2         |           |          | 4         |          |          |           |
| Electrical Details                         | 1         |           |          | 6         |          |          |           |
| Technical Specifications                   | 2         |           |          | 8         |          |          |           |
| Utility Coordination                       | 2         |           |          | 2         |          |          |           |
|  |           |           |          |           |          |          |           |
| <b>Subtotal - Electrical Engineering</b>   | <b>10</b> | <b>0</b>  | <b>0</b> | <b>32</b> | <b>0</b> | <b>0</b> | <b>0</b>  |

|                     |                   |                   |               |                   |               |               |                   |
|---------------------|-------------------|-------------------|---------------|-------------------|---------------|---------------|-------------------|
| <b>Hours</b>        | <b>12</b>         | <b>26</b>         | <b>0</b>      | <b>74</b>         | <b>0</b>      | <b>0</b>      | <b>34</b>         |
| <b>Salary Costs</b> | <b>\$2,808.00</b> | <b>\$3,978.00</b> | <b>\$0.00</b> | <b>\$6,956.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$2,482.00</b> |

**SUBTOTAL - SALARIES: \$16,224.00**

**DIRECT NON-LABOR EXPENSES**

|   |          |
|---|----------|
| Document Printing/Reproduction/Assembly | \$76.00  |
| Postage/Freight/Courier                 | \$50.00  |
| Travel Costs                            | \$150.00 |

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$276.00**

**SUBTOTAL: \$16,500.00**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$16,500.00**

**APPENDIX B**

**CITY OF CONWAY  
12-BAY T-HANGAR CONSTRUCTION**

**BIDDING SERVICES**

| WORK TASK DESCRIPTION                    | E-6      | E-4       | E-2      | E-1       | D-2      | T-2      | X-2      |
|--|----------|-----------|----------|-----------|----------|----------|----------|
|  | \$234.00 | \$153.00  | \$108.00 | \$94.00   | \$102.00 | \$87.00  | \$73.00  |
|  | hr       | hr        | hr       | hr        | hr       | hr       | hr       |
| <b>1. Civil Engineering</b>              |          |           |          |           |          |          |          |
| Addendums/Inquiries                      |          | 2         |          | 6         |          |          |          |
| Bid Opening                              |          | 4         |          | 4         |          |          |          |
| Prepare bid tabulation                   |          | 0.5       |          |           |          |          | 2        |
| Evaluate bids and recommend award        |          | 4         |          | 2         |          |          |          |
| Prepare construction contracts           |          | 1         |          | 2         |          |          | 4        |
| Notice to Proceed                        |          | 0.5       |          | 1         |          |          |          |
|  |          |           |          |           |          |          |          |
| <b>Subtotal - Civil Engineering</b>      | <b>0</b> | <b>12</b> | <b>0</b> | <b>15</b> | <b>0</b> | <b>0</b> | <b>6</b> |
| <b>2. Structural Engineering</b>         |          |           |          |           |          |          |          |
|  |          |           |          |           |          |          |          |
| <b>Subtotal - Structural Engineering</b> | <b>0</b> | <b>0</b>  | <b>0</b> | <b>0</b>  | <b>0</b> | <b>0</b> | <b>0</b> |
| <b>3. Mechanical Engineering</b>         |          |           |          |           |          |          |          |
|  |          |           |          |           |          |          |          |
| <b>Subtotal - Mechanical Engineering</b> | <b>0</b> | <b>0</b>  | <b>0</b> | <b>0</b>  | <b>0</b> | <b>0</b> | <b>0</b> |
| <b>4. Electrical Engineering</b>         |          |           |          |           |          |          |          |
| Addendums/Inquiries                      | 1        |           |          | 4         |          |          |          |
| <b>Subtotal - Electrical Engineering</b> | <b>1</b> | <b>0</b>  | <b>0</b> | <b>4</b>  | <b>0</b> | <b>0</b> | <b>0</b> |

|  |          |                   |          |            |          |          |          |
|--|----------|-------------------|----------|------------|----------|----------|----------|
| <b>Hours</b>                                 | <b>1</b> | <b>12</b>         | <b>0</b> | <b>19</b>  | <b>0</b> | <b>0</b> | <b>6</b> |
| <b>Salary Costs</b>                          | \$234.00 | \$1,836.00        | \$0.00   | \$1,786.00 | \$0.00   | \$0.00   | \$438.00 |
| <b>SUBTOTAL - SALARIES:</b>                  |          | <b>\$4,294.00</b> |          |            |          |          |          |
| <b><u>DIRECT NON-LABOR EXPENSES</u></b>      |          |                   |          |            |          |          |          |
| Document Printing/Reproduction/Assembly      | \$75.00  |                   |          |            |          |          |          |
| Postage/Freight/Courier                      | \$50.00  |                   |          |            |          |          |          |
| Travel Costs                                 | \$81.00  |                   |          |            |          |          |          |
| <b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b> |          | <b>\$206.00</b>   |          |            |          |          |          |
| <b>SUBTOTAL:</b>                             |          | <b>\$4,500.00</b> |          |            |          |          |          |
| <b>SUBCONSULTANTS FEE:</b>                   |          | <b>\$0.00</b>     |          |            |          |          |          |
| <b>TOTAL FEE:</b>                            |          | <b>\$4,500.00</b> |          |            |          |          |          |

**APPENDIX B**

**CITY OF CONWAY  
12-BAY T-HANGAR CONSTRUCTION**

**CONSTRUCTION PHASE SERVICES**

| WORK TASK DESCRIPTION                    | E-4       | E-2      | E-1       | D-3      | T-2      | C-2       | X-3      |
|--|-----------|----------|-----------|----------|----------|-----------|----------|
|  | \$153.00  | \$108.00 | \$94.00   | \$122.00 | \$87.00  | \$106.00  | \$102.00 |
|  | hr        | hr       | hr        | hr       | hr       | hr        | hr       |
| <b>1. Civil Engineering</b>              |           |          |           |          |          |           |          |
| Preconstruction Meeting                  | 4         |          | 4         |          |          |           | 2        |
| Monthly Pay Requests                     |           |          |           |          |          |           | 4        |
| Shop Drawings/Material Submittals        |           |          | 4         |          |          |           | 2        |
| Record Drawings                          |           |          |           |          | 2        |           |          |
| On-Site Meetings                         | 4         |          | 4         |          |          |           |          |
| Resident Construction Observation        |           |          |           |          |          | 90        |          |
| Prepare Change Orders                    |           |          | 2         |          |          |           | 1        |
| Final Project Inspection and Punchlist   | 4         |          | 4         |          |          |           |          |
|  |           |          |           |          |          |           |          |
| <b>Subtotal - Civil Engineering</b>      | <b>12</b> | <b>0</b> | <b>18</b> | <b>0</b> | <b>2</b> | <b>90</b> | <b>9</b> |
| <b>2. Structural Engineering</b>         |           |          |           |          |          |           |          |
| Response to Inquiries                    |           |          |           |          |          |           |          |
| Shop Drawings                            |           |          |           |          |          |           |          |
|  |           |          |           |          |          |           |          |
| <b>Subtotal - Structural Engineering</b> | <b>0</b>  | <b>0</b> | <b>0</b>  | <b>0</b> | <b>0</b> | <b>0</b>  | <b>0</b> |
| <b>3. Mechanical Engineering</b>         |           |          |           |          |          |           |          |
|  |           |          |           |          |          |           |          |
| <b>Subtotal - Mechanical Engineering</b> | <b>0</b>  | <b>0</b> | <b>0</b>  | <b>0</b> | <b>0</b> | <b>0</b>  | <b>0</b> |
| <b>4. Electrical Engineering</b>         |           |          |           |          |          |           |          |
|  |           |          |           |          |          |           |          |
| <b>Subtotal - Electrical Engineering</b> | <b>0</b>  | <b>0</b> | <b>0</b>  | <b>0</b> | <b>0</b> | <b>0</b>  | <b>0</b> |

|                     |                   |               |                   |               |                 |                   |                 |
|---------------------|-------------------|---------------|-------------------|---------------|-----------------|-------------------|-----------------|
| <b>Hours</b>        | <b>12</b>         | <b>0</b>      | <b>18</b>         | <b>0</b>      | <b>2</b>        | <b>90</b>         | <b>9</b>        |
| <b>Salary Costs</b> | <b>\$1,836.00</b> | <b>\$0.00</b> | <b>\$1,692.00</b> | <b>\$0.00</b> | <b>\$174.00</b> | <b>\$9,540.00</b> | <b>\$918.00</b> |

**SUBTOTAL - SALARIES: \$14,160.00**

**DIRECT NON-LABOR EXPENSES**

|   |            |
|---|------------|
| Document Printing/Reproduction/Assembly | \$50.00    |
| Postage/Freight/Courier                 | \$50.00    |
| Travel Costs                            | \$1,240.00 |

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$1,340.00**

**SUBTOTAL: \$15,500.00**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$15,500.00**



*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: December 15, 2014

SUBJECT: Garver Additional Services Contract Amendment

Attached for your review is an amendment to the Garver Engineering contract for services for the 2014 AIP grant. The maximum total additional cost is \$148,500.00. These expenses were incurred due to the project running behind the original schedule, which was primarily caused by excessively wet weather during construction season, and contractor delays.

I would like to note that this amount is the maximum estimate based on costs incurred. If the total labor expended does not equal the amount of time budgeted, then the total will be reduced. In addition, these costs are FAA AIP Grant eligible. While we do not have them approved by FAA yet because they have not been incurred, the FAA has indicated that they expect some additional expenses being necessary on a project of this scope.

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

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
CITY OF CONWAY  
CONWAY, ARKANSAS  
Project No. 14011500**

**CONTRACT AMENDMENT NO. 1**

This Contract Amendment No. 1, dated \_\_\_\_\_, 2014 shall amend the original contract between the City of Conway (Owner) and GARVER, LLC (Engineer), dated May 15, 2014 referred to in the following paragraphs as the original contract

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

***FY2014 ENGINEERING SERVICES FOR THE NEW CONWAY AIRPORT.***

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  |
|---|---------------------|--------------------|-----------|
| 2014 Project Support Services                               | \$42,300            | \$42,300           | COST + FF |
| AWOS Final Design   | \$26,400            | \$26,400           | LUMP SUM  |
| 2014 Bidding Services                                       | \$11,600            | \$11,600           | LUMP SUM  |
| 2014 Construction Administration Services                   | \$39,000            | \$39,000           | LUMP SUM  |
| 2014 Construction Observation Services                      | \$134,000           | \$134,000          | COST + FF |
| <i>ADDITIONAL 2014 Project Support Services</i>             | \$0                 | \$26,500           | COST + FF |
| <i>ADDITIONAL 2014 Construction Administration Services</i> | \$0                 | \$30,000           | LUMP SUM  |
| <i>ADDITIONAL 2014 Construction Observation Services</i>    | \$0                 | \$122,000          | COST + FF |
| <b>TOTAL FEE</b>  | <b>\$253,300</b>    | <b>\$431,800</b>   |           |

The lump sum amount to be paid under this amendment for **ADDITIONAL 2014 Construction Administration Services** is \$30,000.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the fee, due to delays beyond GARVER's control, will be increased 6% annually with



the first increase effective on or about May 31, 2015.

For the Cost Plus Fixed fee services, tabulated above, the Owner will pay GARVER, for time spent on the project, at the unburdened hourly payroll rate of each of GARVER's personnel during the performance of these services for work time directly connected with the project, plus payroll and general overhead costs of 188.37% of the unburdened hourly rate, plus direct reimbursable expenses normal and necessary for the completion of the project, plus a fixed fee of \$18,403.97. Estimated cost of **ADDITIONAL 2014 Project Support Services and ADDITIONAL 2014 Construction Observation Services**, including the fixed fee is \$148,500. The actual total fee may exceed this estimate

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

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

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

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

#### **A. Construction Observation Services**

Construction observation services will be provided by the Engineer's Resident Project Representative, who will provide or accomplish the following:

- Provide full-time resident construction observation services for the completion of ongoing AIP funded projects at the new Conway Municipal Airport. The proposed fee is based on approximately 240 hours per month for a five-month period. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay the Engineer an additional fee agreed to by the Owner and the Engineer.



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.

OWNER

ENGINEER

**CITY OF CONWAY**

**GARVER, LLC**

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

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

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

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

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_



*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: December 18, 2014

SUBJECT: Notice of Conway Aviation Services Lease Buyout

We have attached a list of leasehold improvements submitted by Conway Aviation Services. Receipts were submitted and verified for all of those items with the exception of the fuel tanks, which were a fixed asset paid for in the remaining lease buyout, and \$1,030.02 to Plante Communications for an upgraded phone system.

The total value of verified leasehold improvements is \$26,712.75. Additionally, the buyout for the remainder of the Conway Aviation Services lease is \$175,000.00. This brings the total buyout to \$201,712.75.

I recommend approval of this amount to Conway Aviation Services to officially close the lease buyout.

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

| Vendor                              | Item                      | Amount       |
|-------------------------------------|---------------------------|--------------|
| SOUTHERN COMPANY                    | FUEL TANKS                | \$ 73,069.00 |
| THE CARPET CENTER                   | NEW CARPET                | \$ 427.17    |
| LOWES                               | NEW CARPET                | \$ 2,058.08  |
| LOWES                               | NEW CARPET                | \$ 1,299.00  |
| CONWAY GLASS TINTING                | COMMERICAL WINDOW TINTING | \$ 781.39    |
| ARKANSAS LINE MARKING               | PARKING LOT PAINTING      | \$ 250.00    |
| LASLEY ACOUSTICS COMPANY            | TILE FOR OUTDOOR AWNING   | \$ 44.17     |
| EMMONS HEATING AND AIR CONDITIONING | AIR CONDITIONER           | \$ 1,614.55  |
| PLANTE COMMUNICATIONS INC           | NEW PHONE SYSTEM          | \$ 2,030.02  |
| RADIOSHACK                          | OUTSIDE INTERCOM          | \$ 178.01    |
| SHERWIN WILLIAMS                    | PAINT                     | \$ 67.64     |
| COMPUTER WORKS                      | CAT6 INTERNET             | \$ 598.08    |
| COMPUTER WORKS                      | SECURITY SYSTEM           | \$ 3,621.87  |
| EMMONS HEATING AND AIR CONDITIONING | AIR CONDITIONER           | \$ 1,383.26  |
| GUS HAMBUCKEN ELECTRIC COMPANY      | HOIST IN SHOP             | \$ 247.87    |
| PLANTE COMMUNICATIONS INC           | PHONE SYSTEM              | \$ 1,056.80  |
| MR. GLASS AND MIRRO                 | GLASS DOOR                | \$ 325.00    |
| MR. GLASS AND MIRRO                 | GLASS DOOR CLOSER         | \$ 235.00    |
| LOWES                               | NEW CARPET                | \$ 574.12    |
| EMMONS HEATING AND AIR CONDITIONING | AIR CONDITIONER           | \$ 1,289.93  |
| RON PACK CARPET CENTER              | NEW TILE                  | \$ 746.31    |
| SOUTHERN COMPANY                    | FUEL TANK HOSE            | \$ 470.89    |
| SALTER INCORPORATED                 | BACKFLOW DEVICE           | \$ 762.79    |
| GUS HAMBUCKEN ELECTRIC COMPANY      | LIGHTS IN LOBBY           | \$ 325.00    |
| SHERWIN WILLIAMS                    | PAINT                     | \$ 79.12     |
| CONWAY GLASS TINTING                | TINTING ON WINDOWS        | \$ 300.00    |
| EMMONS HEATING AND AIR CONDITIONING | AIR CONDITIONER           | \$ 2,097.27  |
| RICK McGINTY COMPANY                | NEW AIR SOCK              | \$ 350.00    |
| EMMONS HEATING AND AIR CONDITIONING | WATER HEATER              | \$ 595.38    |
| DREW FOSTER                         | NEW RAFTERS IN HANGAR     | \$ 1,099.67  |
| O'BRIEN CONSTRUCTION                | BUILT-IN DESK             | \$ 399.00    |
| TERRY BROWN                         | WASHOUT ROCK              | \$ 250.00    |
| TERRY BROWN                         | WASHOUT ROCK              | \$ 250.00    |

|                                     |                                       |    |               |
|-------------------------------------|---------------------------------------|----|---------------|
| LOWES                               | KEY BOX                               | \$ | 23.53         |
| KERSEY LOCKSMITH                    | NEW DEADBOLTS                         | \$ | 146.14        |
| KEVIN HARE ELECTRIC                 | CAT5 CABLE INSTALLED                  | \$ | 150.00        |
| CONWAY GLASS TINTING                | TINTING ON WINDOWS                    | \$ | 595.38        |
| KEITH WINGFIELD PAINTING            | PAINTING                              | \$ | 491.95        |
| EMMONS HEATING AND AIR CONDITIONING | ADDED ADDITIONAL DUCT WORK AND GRILLS | \$ | <u>528.38</u> |
|                                     | SUBTOTAL                              | \$ | 100,811.77    |

TOTAL



# MEMO

**TO:** Mayor Tab Townsell  
**CC:** City Council Members  
**FROM:** Missy Lovelady  
**DATE:** December 12, 2014  
**SUBJECT:** Certified Liens – Code Enforcement

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

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

- |                     |          |
|---------------------|----------|
| 1. 2132 Hickory     | \$182.84 |
| 2. 24 Rolling Hills | \$203.51 |

Please advise if you have any questions.

Thank you for your consideration.



City of Conway, Arkansas  
Resolution No. R-14-\_\_\_\_\_

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

**Whereas**, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on 2132 Hickory St within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

**Whereas**, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$182.84 (\$138.95 + Penalty-\$13.89 + filing fee-\$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

**Whereas**, a hearing for the purpose of determine such lien has been set for **December 23, 2014** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

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

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

**ADOPTED** this 23<sup>rd</sup> day of December, 2014.

**Approved:**

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

**Attest:**

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

**City of Conway**  
Code Enforcement  
1201 Oak Street  
Conway, Arkansas 72032



*Missy Lovelady*  
Phone: 501-450-6191  
Fax: 501-450-6144

## MEMO:

To: Mayor Tab Townsell  
CC: City Council Members

From: Missy Lovelady  
Date: December 12, 2014

Re: 2132 Hickory

---

- September 23, 2014– Warning Violation written regarding grass, appliance & furniture in the yard by Kim Beard.
- Property Owner is listed as Larry & Caitlin Thompson.
- Property was rechecked on 10/1/14 with little progress made.
- Additional recheck was performed 10/9/14; 10/22/14; 10/31/14 with no progress.
- Certified and regular letters were mailed 11/3/14 to address on file and a notice was left by post office.
- Property was rechecked on 11/10/14 with no action taken.
- Final Cleanup completed on 11/13/14.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

If you have any questions please advise.

# INVOICE

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

DATE: NOVEMBER 17, 2014

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

TO Larry & Caitlin Thompson  
 2132 Hickory St  
 Conway AR 72034

Description: Mowing/Clean-up/Admin Fees  
 associated with the nuisance abatement at  
 2132 Hickory, Conway Arkansas

| CODE ENFORCEMENT OFFICER | PARCEL NUMBER | PAYMENT TERMS | DUE DATE          |
|--------------------------|---------------|---------------|-------------------|
| Kim Beard                | 710-04792-000 |               | December 23, 2014 |

| HOURS | DESCRIPTION                       | UNIT PRICE | LINE TOTAL |
|-------|-----------------------------------|------------|------------|
| 1     | 1 Employee -Mowing/Cleanup        | 15.23      | 15.23      |
| 1     | 1 Employee -Mowing/Cleanup        | 10.48      | 10.48      |
| 1     | Maintenance fee (mower)           | 15.00      | 15.00      |
|       | Landfill fee (#498255)            | 32.63      | 32.63      |
| 1     | Administrative Fee (Missy Schrag) | 18.03      | 18.03      |
| 1     | Administrative Fee (Kim Beard)    | 15.36      | 15.36      |
| 1     | Administrative Fee (Glenn Berry)  | 21.00      | 21.00      |
| 2     | Certified Letter                  | 5.13       | 10.26      |
| 2     | Regular letter                    | .48        | .96        |

TOTAL BY 12/23/14 \$138.95

- Total amount due after December 23, 2014 includes collection penalty & filing fees

TOTAL AFTER 12/23/14 \$182.84

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



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

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



*Missy Lovelady*  
Conway Permits & Code Enforcement  
Phone 501-450-6191  
Fax 501-450-6144

November 17, 2014

**Parcel # 710-04792-000**

Larry & Caitlin Thompson  
2132 Hickory St  
Conway AR 72034

**RE: Nuisance Abatement at 2132 Hickory St, Conway AR**  
**Cost of Clean-Up, Amount Due: \$138.95**

Dear Mr. & Mrs. Thompson,

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

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

At its **December 23, 2014 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

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

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

Sincerely,

Missy Lovelady

**Conway Code Enforcement  
Incident Report**

**Date of Violation: 09/23/14**

**Violator Name: Larry & Caitlin Thompson**

**Address of Violation: 2132 Hickory**

**Violation Type: Grass; Appliance & Furniture on porch**

**Warning #: CE8626**

**Description of Violation and Actions Taken: On 09/23/14 Code Enforcement Officer Kim Beard wrote a warning to correct violation at 2132 Hickory for grass, appliance & furniture on porch. Property was rechecked on 10/01/14 with little progress made. Additional rechecks were performed on 10/9/14, 10/22/14 & 10/31/14 with no progress. Certified and regular letters were mailed 11/3/14 to address on file. Property was rechecked on 11/10/14 with no action taken. Final cleanup by city was completed on 11/13/14.**

**Code Enforcement Officer: Kim Beard**

**Officer Signature: \_\_\_\_\_**

**Date:**

**Time:**



City of Conway, Arkansas  
Resolution No. R-14-\_\_\_\_\_

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

**Whereas** in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on 24 Rolling Hills within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

**Whereas**, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$203.51 (\$157.74 + Penalty-\$15.77 + filing fee-\$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

**Whereas**, a hearing for the purpose of determine such lien has been set for **December 23<sup>rd</sup>, 2014** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

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

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

**ADOPTED** this 23<sup>rd</sup> day of December, 2014.

**Approved:**

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

**Attest:**

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

**City of Conway**  
Code Enforcement  
1201 Oak Street  
Conway, Arkansas 72032



*Missy Lovelady*  
Phone: 501-450-6191  
Fax: 501-450-6144

## MEMO:

To: Mayor Tab Townsell  
CC: City Council Members

From: Missy Lovelady  
Date: December 12, 2014

Re: 24 Rolling Hills

---

- October 24, 2014– Warning Violation written regarding grass in the yard by Kim Beard.
- Property Owner is listed as William & Anita McDorman.
- Property was rechecked on 11/3/14 with no progress made.
- Certified and regular letters were mailed 11/4/14 to address on file and a notice was left by post office.
- Property was rechecked on 11/12/14 with no action taken.
- Final Cleanup completed on 11/14/14.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

If you have any questions please advise.

# INVOICE

**City of Conway**  
Code Enforcement

DATE: DECEMBER 17, 2014

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

TO William & Anita McDorman  
24 Rolling Hills  
Conway AR 72032

Description: Mowing/Clean-up/Admin Fees  
associated with the nuisance abatement at  
24 Rolling Hills, Conway Arkansas

| CODE ENFORCEMENT OFFICER | PARCEL NUMBER | PAYMENT TERMS | DUE DATE          |
|--------------------------|---------------|---------------|-------------------|
| Kim Beard                | 711-09468-000 |               | December 23, 2014 |

| HOURS | DESCRIPTION                       | UNIT PRICE | LINE TOTAL |
|-------|-----------------------------------|------------|------------|
| 3     | 1 Employee -Mowing/Cleanup        | 15.23      | 45.69      |
| 3     | 1 Employee -Mowing/Cleanup        | 10.48      | 31.44      |
| 1     | Maintenance fee (mower)           | 15.00      | 15.00      |
| 1     | Administrative Fee (Missy Schrag) | 18.03      | 18.03      |
| 1     | Administrative Fee (Kim Beard)    | 15.36      | 15.36      |
| 1     | Administrative Fee (Glenn Berry)  | 21.00      | 21.00      |
| 2     | Certified Letter                  | 5.13       | 10.26      |
| 2     | Regular letter                    | .48        | .96        |

TOTAL BY 12/23/14 \$157.74

- Total amount due after December 23, 2014 includes collection penalty & filing fees

TOTAL AFTER 12/23/14 \$203.51

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

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

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



*Missy Lovelady*  
Conway Permits & Code Enforcement  
Phone 501-450-6191  
Fax 501-450-6144

November 17, 2014

**Parcel # 710-09468-000**

William & Anita McDorman  
24 Rolling Hills  
Conway AR 72032

**RE: Nuisance Abatement at 24 Rolling Hills, Conway AR**  
**Cost of Clean-Up, Amount Due: \$157.74**

Dear Mr. & Mrs. McDorman,

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

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

At its **December 23, 2014 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

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

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

Sincerely,

Missy Lovelady

**Conway Code Enforcement  
Incident Report**

**Date of Violation: 10/24/14**

**Violator Name: William & Anita McDorman**

**Address of Violation: 24 Rolling Hills**

**Violation Type: Grass**

**Warning #: CE8639**

**Description of Violation and Actions Taken: On 10/23/14 Code Enforcement Officer Kim Beard wrote a warning to correct violation at 24 Rolling Hills for grass. Property was rechecked on 11/3/14 with no progress made. Certified and regular letters were mailed 11/4/14 to address on file. Property was rechecked on 11/12/14 with no action taken. Final cleanup by city was completed on 11/14/14.**

**Code Enforcement Officer: Kim Beard**

**Officer Signature: \_\_\_\_\_**

**Date:**

**Time:**

**MEMORANDUM**

TO: MAYOR TAB TOWNSELL

FROM: FINLEY VINSON  
CITY ENGINEER

DATE: December 16, 2014

REFERENCE: 2015 ANNUAL MATERIALS AND SERVICES BIDS

I have attached a summary of the bids opened at 10:00 AM on December 10, 2014 for 2015 annual materials and services utilized by the Street Department. We request award of the bids as follows:

| <b><u>MATERIALS OR SERVICE</u></b>                                   | <b><u>CONTRACTOR</u></b> | <b><u>PRICE</u></b> |
|--|--------------------------|---------------------|
| Aggregate Base Course FOB El Paso                                    | Webco                    | \$8.05/Ton          |
| Aggregate Base Course Delivered                                      | Roger's Group            | \$12.57/Ton         |
| Ballast Stone Delivered  | Webco                    | \$13.75/Ton         |
| Stone Backfill delivered   | Webco                    | \$12.99/Ton         |
| Riprap delivered   | Webco                    | \$18.62/Ton         |
| Concrete Class A   | Argos                    | \$84.83/CY          |
| Concrete Class S   | Argos                    | \$87.00/CY          |
| Added Cost for 1% Calcium added                                      | Argos                    | \$4.00/CY           |
| Reinforced Concrete Pipe:  |                          |                     |
| 12"  | Hanson                   | \$7.91/FT           |
| 15"  | Hanson                   | \$11.03/FT          |
| 18"  | Scurlock                 | \$11.95/FT          |
| 24"  | Scurlock                 | \$19.00/FT          |
| 30"  | Scurlock                 | \$27.33/FT          |
| 36"  | Scurlock                 | \$38.00/FT          |
| 42"  | Hanson                   | \$53.89/FT          |
| 48"  | Scurlock                 | \$61.71/FT          |
| Concrete Blocks:   |                          |                     |
| Standard Weight Concrete Blocks                                      | Conway Block             |                     |
| Interlocking Retaining Wall Blocks                                   | Conway Block             | \$1.57/EA           |
|  | Conway Block             | \$5.84/EA           |
| Concrete Work:   |                          |                     |
| 4" Curb & Gutter   | River City Const.        | \$4.45/L.F.         |
| 6" Curb & Gutter   | River City Const.        | \$4.95/L.F.         |
| Sidewalk   | River City Const.        | \$1.00/S.F.         |
| Conway Pavement Repair   | Lasker                   | \$1.00/S.Y.         |
| Gasoline & Diesel: COST OF DELIVERY (NO TAX INCLUDED IN THIS AMOUNT) |                          |                     |
| Reg Unleaded – No Ethanol  | Retif Oil & Fuel         | \$0.2000/GAL        |
| Reg Unleaded – (w/10% Max)   | Retif Oil & Fuel         | \$0.2000/GAL        |
| Diesel   | Retif Oil & Fuel         | \$0.2000/GAL        |



CITY OF CONWAY

SUMMARY OF ANNUAL BIDS FOR STREET DEPARTMENT TYPE WORK  
FOR YEAR 2015

| CRUSHED STONE BASE COURSE                   | ROGERS GROUP             | WEBCO                        | 2014 LOW BID          |
|---|--------------------------|------------------------------|-----------------------|
| AGGREGATE BASE COURSE FOB PLANT             | \$8.56 /TON (Greenbrier) | <b>\$8.05</b> /TON (El Paso) | \$8.05 /TON (El Paso) |
| AGGREGATE BASE COURSE DELIVERED TO STREET D | <b>\$12.57</b> /TON      | \$13.60 /TON                 | \$13.20 /TON          |
| BALLAST STONE DELIVERED TO STREET DEPT.     | \$14.18 /TON             | <b>\$13.75</b> /TON          | \$13.75 /TON          |
| STONE BACKFILL DELIVERED TO STREET DEPT.    | \$14.18 /TON             | <b>\$12.99</b> /TON          | \$12.99 /TON          |
| RIPRAP DELIVERED TO STREET DEPARTMENT       | \$23.54 /TON             | <b>\$18.62</b> /TON          | \$18.62 /TON          |

| CONCRETE         | MALLARD       | ARGOS                | 2014 LOW BID  |
|------------------|---------------|----------------------|---------------|
| CLASS A CONCRETE | \$92.55 /C.Y. | <b>\$84.83</b> /C.Y. | \$81.50 /C.Y. |
| CLASS S CONCRETE | \$99.05 /C.Y. | <b>\$87.00</b> /C.Y. | \$84.83 /C.Y. |
| 1% ADDED CALCIUM | \$5.41 /C.Y.  | <b>\$4.00</b> /C.Y.  | \$3.00 /C.Y.  |

| CONCRETE PIPE: | SIZE | HANSON PIPE          | SCURLOCK INDUSTRIES  | 2014 LOW BID  |
|----------------|------|----------------------|----------------------|---------------|
|                | 12"  | <b>\$7.91</b> /FOOT  | \$8.45 /FOOT         | \$8.15 /FOOT  |
|                | 15"  | <b>\$11.03</b> /FOOT | \$11.20 /FOOT        | \$11.35 /FOOT |
|                | 18"  | \$12.87 /FOOT        | <b>\$11.95</b> /FOOT | \$13.16 /FOOT |
|                | 24"  | \$19.17 /FOOT        | <b>\$19.00</b> /FOOT | \$19.25 /FOOT |
|                | 30"  | \$27.60 /FOOT        | <b>\$27.33</b> /FOOT | \$27.82 /FOOT |
|                | 36"  | \$42.25 /FOOT        | <b>\$38.00</b> /FOOT | \$42.55 /FOOT |
|                | 42"  | <b>\$53.89</b> /FOOT | \$54.00 /FOOT        | \$53.89 /FOOT |
|                | 48"  | \$64.96 /FOOT        | <b>\$61.71</b> /FOOT | \$64.96 /FOOT |

| CONCRETE BLOCKS:                                | CONWAY BLOCK       | 2014 LOW BID |
|---|--------------------|--------------|
| STANDARD WEIGHT CONCRETE BLOCKS (8"x8"x16")     | <b>\$1.57</b> /EA. | \$1.57 /EA.  |
| INTERLOCKING RETAINING WALL BLOCKS (6"x16"x12") | <b>\$5.72</b> /EA. | \$5.72 /EA.  |
| INTERLOCKING RETAINING WALL BLOCKS (8"x18"x12") | <b>\$5.84</b> /EA. | NO BID /EA.  |

CONCRETE WORK (MATERIALS FURNISHED BY CITY):

|                                | LASKER BROTHERS     | RIVER CITY CONSTRUCTION | 2014 LOW BID |
|--------------------------------|---------------------|-------------------------|--------------|
| 4" HIGH ROLL CURB & GUTTER     | \$5.00 /FOOT        | <b>\$4.45</b> /FOOT     | \$4.50 /FOOT |
| 6" HIGH UPRIGHT CURB & GUTTER  | \$6.00 /FOOT        | <b>\$4.95</b> /FOOT     | \$5.00 /FOOT |
| FORM POUR AND FINISH SIDEWALK  | \$1.25 /S.F.        | <b>\$1.00</b> /S.F.     | \$1.00 /S.F. |
| CONCRETE PAVEMENT REPAIR       | <b>\$1.00</b> /S.Y. | NO BID /S.Y.            | NO BID /S.Y. |
| REMOVAL OF UNSUITABLE SUBGRADE | NO BID /C.Y.        | NO BID /C.Y.            | NO BID /C.Y. |
| PLACE AND SHAPE STONE BACKFILL | NO BID /C.Y.        | NO BID /C.Y.            | NO BID /C.Y. |

GASOLINE & DIESEL

| REG. UNLEADED GAS - No Ethanol       | M.M. SATTERFIELD OIL  | RETIF OIL & FUEL | 2014 LOW BID   |
|--------------------------------------|-----------------------|------------------|----------------|
| Posted Price 12-9-13                 | <b>\$1.9503</b> /GAL. | \$1.9588 /GAL.   | \$2.6829 /GAL. |
| BID AMOUNT FOR DELIVERY              | <b>\$0.0625</b> /GAL. | \$0.2000 /GAL.   | \$0.0500 /GAL. |
| TOTAL BASED ON 12-9-13 Posted        | <b>\$2.0128</b> /GAL. | \$2.1588 /GAL.   | \$2.7329 /GAL. |
| REG. UNLEADED GAS - 10% Max. Ethanol |                       |                  |                |
| Posted Price 12-9-13                 | <b>\$1.7532</b> /GAL. | \$1.7759 /GAL.   | \$2.4722 /GAL. |
| BID AMOUNT FOR DELIVERY              | <b>\$0.0625</b> /GAL. | \$0.2000 /GAL.   | \$0.0500 /GAL. |
| TOTAL BASED ON 12-9-13 Posted        | <b>\$1.8157</b> /GAL. | \$1.9759 /GAL.   | \$2.5222 /GAL. |
| Diesel - 5% Max BioDiesel            |                       |                  |                |
| Posted Price 12-9-13                 | <b>\$2.1461</b> /GAL. | \$2.5676 /GAL.   | \$3.1273 /GAL. |
| BID AMOUNT FOR DELIVERY              | <b>\$0.0650</b> /GAL. | \$0.2000 /GAL.   | \$0.0550 /GAL. |
| TOTAL BASED ON 12-9-13 Posted        | <b>\$2.2111</b> /GAL. | \$2.7676 /GAL.   | \$3.1823 /GAL. |



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

**AN ORDINANCE PROVIDING MINIMUM ENERGY STANDARDS FOR THE DESIGN OF NEW BUILDING AND STRUCTURES OR PORTIONS AND ADDITIONS TO EXISTING BUILDING THAT PROVIDE FACILITIES OR SHELTER FOR PUBLIC ASSEMBLY, EDUCATION, BUSINESS, MERCANTILE, INSTITUTIONAL, STORAGE, AND RESIDENTIAL OCCUPANCIES, AS WELL AS THOSE PORTIONS OF FACTORY AND INDUSTRIAL OCCUPANCIES DESIGNED PRIMARILY FOR HUMAN OCCUPANCY BY REGULATING THEIR EXTERIOR ENVELOPES AND THE SELECTION OF THEIR HVAC, SERVICE WATER HEATING, ELECTRICAL DISTRIBUTION AND ILLUMINATING SYSTEMS AND EQUIPMENT FOR EFFECTIVE USE OF ENERGY; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES**

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

**Section 1:** The purpose of establishing rules and regulations for energy efficient standards for new building construction, this code known as the 2014 Arkansas Energy Code, being particularly the 2014 Arkansas Energy Code edition thereof and the whole thereof, save and except such portions as are hereinafter deleted, modified, or amended, of which not less than three (3) copies of this ordinance, as well as, three (3) copies of the 2014 Arkansas Energy Code, have been and now are filed in the office of the Clerk of the City of Conway, Arkansas, and the same ordinance is hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling in the Construction of all buildings and structure therein contained within the corporate limits of the City of Conway, Arkansas.

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

**Section 3:** Whereas it is of the utmost urgency that the city of Conway, Arkansas, have an up-to date Energy Code to protect the citizens of our city, therefore, and Emergency is hereby declared to exist and this ordinance being necessary for the immediate protection of the public shall take effect on January 1<sup>st</sup>, 2015.

**PASSED** this 23<sup>rd</sup> day of December, 2014.

**Approved:**

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

**Attest:**

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



# MEMO

**TO:** Mayor Tab Townsell  
**CC:** City Council Members  
**FROM:** Barbara McElroy  
**DATE:** December 1, 2014  
**SUBJECT:** 2014 Arkansas Energy Code

It is important to note that many changes simplify code requirements around the state and are meant to make it easier for builders and code officials to understand what is necessary for code compliance. This includes a label that must be signed by builders that lists features in the home that demonstrates compliance, the compliance pathway chosen and will be signed by the builder to verify that the house is in compliance with the code. This label will be available by January 1, 2015.

Note that ONLY THE RESIDENTIAL STANDARD in the code was changed. It was updated from the 2003 International Energy Conservation Code (IECC) to the 2009 IECC. The commercial standard is also the 2009 IECC and is unchanged from the 2011 version of the Arkansas Energy Code.

This conversation has been ongoing for several years and discussions about the inclusion of Home Energy Rating System (HERS) rating and testing, I want to be clear that duct and building pressure testing are NOT required in this code. However, they can use an OPTIONAL compliance mechanism. Also, the label will not be required to display the annual energy consumption/savings. Only features of the home will be included.

Cities or counties that issue building permits for new building construction are required to record that the builder has certified that the proposed building will comply with the Arkansas Energy Code.

Thank you

Bart Castleberry  
Permits & Inspections Director

# MEMO

City of Conway  
Mayor's Office  
Mayor Tab Townsell  
1201 Oak Street  
Conway, AR 72032  
[www.cityofconway.org](http://www.cityofconway.org)

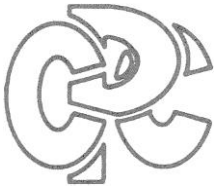
To: Mayor Tab Townsell  
CC: City Council Members  
From: Felicia Rogers  
Date: December 2, 2014  
Re: Robinson Cemetery Board

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On December 9<sup>th</sup>, 2014 City Council approved the creation of the Robinson Cemetery Board. Six members were approved and Korry Garrett of Sandstone Real Estate is willing to serve and be the seventh and final member of this board. Terms will be decided at the first meeting.

This board will provide oversight and structure in the maintenance and upkeep of Robinson Cemetery as well as the need for accurate and public records of the cemetery plots.

If you have any questions please advise.



# CONWAY PLANNING COMMISSION

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

## MEMO

**To: Mayor Tab Townsell**  
**CC: City Council Members**

**From: Jeff Allender, Planning Commission Chairman**  
**Date: December 16, 2014**

**Re: Conditional Use Permit request for a Pet Lodge at property located at 1300 Old Military Rd.**

A request for a conditional use permit to allow a pet lodge and grooming facility at property that is located at 1300 Old Military Road with the legal description:

Lot 22, Sherwood Estates

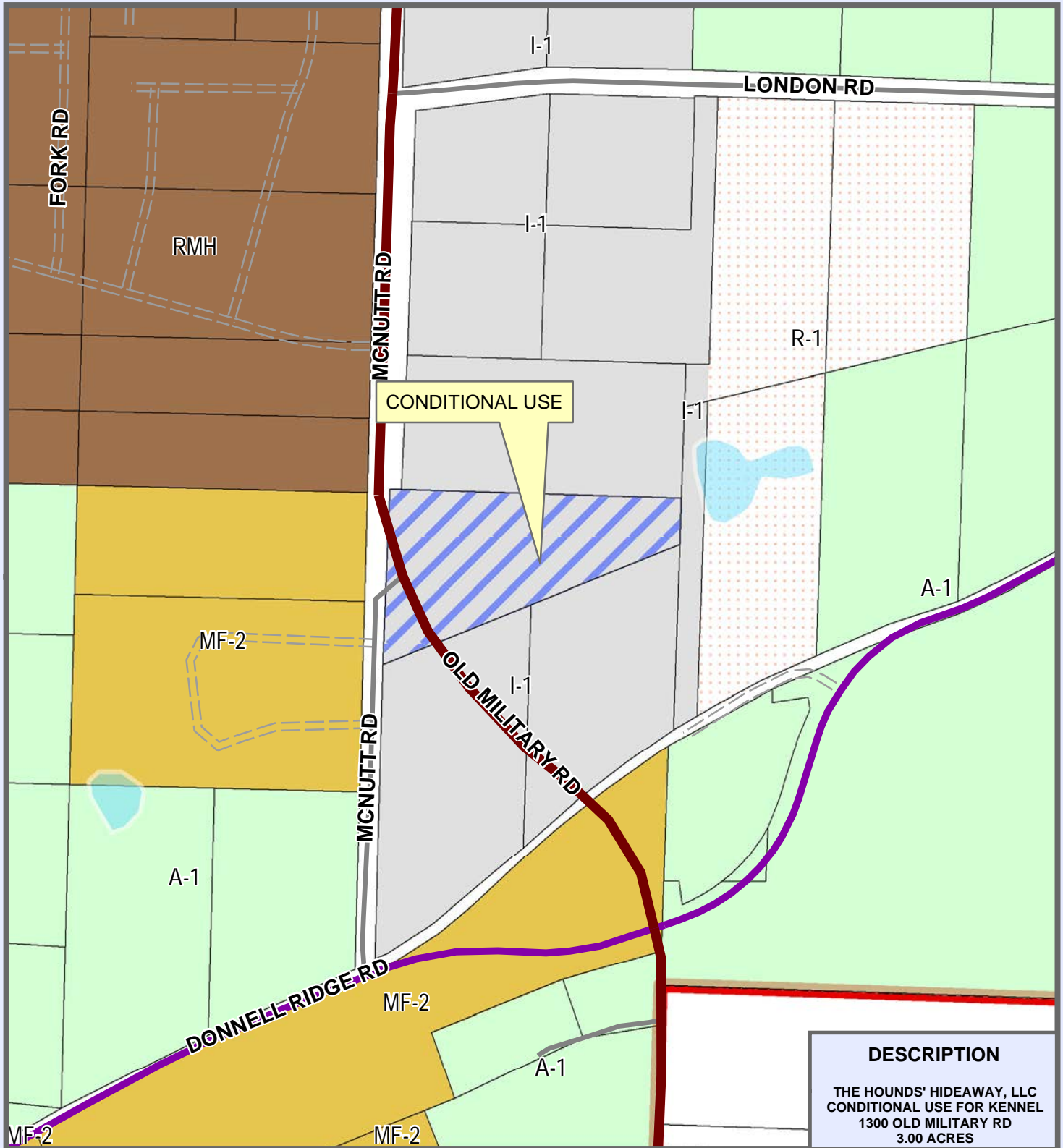
was reviewed by the Planning Commission at its regular meeting on December 15, 2014. The Planning Commission voted 9-0 that the request be sent to the City Council with a recommendation for approval subject to the following conditions.

1. Hours of operation: Public hours are 6:00 am to 6:30 pm Monday – Friday; 8:00 am to 5:00 pm on Weekends. Staff hours are 6:00 am to 10:00 pm 7 days per week.
2. Noise abatement curtains shall be installed in exterior play area fencing per submitted conditional use permit application.
3. No dogs shall remain outside the building after 10:00 pm.

Please advise if you have any questions.

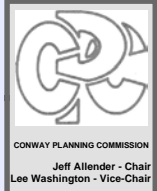
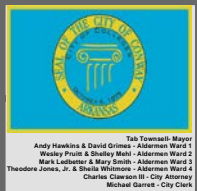
# CITY OF CONWAY

## THE HOUNDS' HIDEAWAY, LLC -- CONDITIONAL USE



**DESCRIPTION**

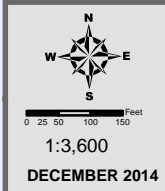
**THE HOUNDS' HIDEAWAY, LLC  
CONDITIONAL USE FOR KENNEL  
1300 OLD MILITARY RD  
3.00 ACRES**



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

| Residential |      | Industrial |      |
|-------------|------|------------|------|
|             | R-1  |            | I-1  |
|             | R-2A |            | RU-1 |
|             | R-2  |            | I-3  |
|             | R-2  |            | RMH  |
|             | HR   |            |      |
|             | SR   |            |      |

| Commercial |     | Office |     | Special |     |
|------------|-----|--------|-----|---------|-----|
|            | C-1 |        | O-1 |         | SP  |
|            | C-2 |        | O-2 |         | S-1 |
|            | C-3 |        | O-3 |         | A-1 |
|            | C-4 |        | PUJ |         | 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  
 LANDMARK HIS WEBSITE:  
 gis.cityofconway.org (UNDER DEVELOPMENT)  
 E-MAIL: Jason.Lyon@CityOfConway.org

**The Hounds' Hideaway, LLC**  
**Conditional Use Permit Application**

**Statement of Intended Use**

**1. Location**

- a. The proposed pet resort will be located on McNutt Road in Conway, Arkansas, operating in a new construction facility. The location may also be known as Lot 22 in the Sherwood Estates plat.
  - b. The property's present zoning classification is I-1.
  - c. The site measures 3.0 acres.
  - d. Conway Corp supplies water to the site. A water meter is not currently located on the property.
  - e. The site currently contains no physical structures.
  - f. There have been no other Conditional Use Permits issued for this property.
2. The property owner is Mitchell Hart. There is an existing contingency agreement between Mitch Hart, the seller, and Lacey Vance, the buyer. The contingency is based upon approval of the Conditional Use Permit by the Conway Planning Commission.
3. An additional contingency agreement exists between the buyer and seller, based upon feasibility for design and implementation of acceptable septic system to service the business. Installation of septic system will begin after the sale and legal transfer of the property to the buyer.
- a. Percolation tests have been successfully completed and septic system design will begin after sale and legal transfer of property to the buyer.

**4. Description of Use**

**Business Use Description**

The proposed business will be named The Hounds' Hideaway and provide the following services:

- Full range of Dog Grooming services
- Dog Daycare
- Dog Boarding
- Cat Boarding
- Self-Serve Dog Wash
- Retail
- Group/Individual Training
- Membership-Only Dog Park

The business will be open to the public Monday – Friday 6:30am-6:30pm, and Saturday-Sunday 8am-5pm. Outside of normal operating hours, the business will be staffed from 6:00am-10:00pm to provide continuous care to the animals in overnight boarding.

Cats will be boarded in appropriately sized “condos” and will be kept indoors throughout their stay.

Dogs in boarding and daycare will have free play time during all staffed hours. Pets will have access to group indoor play areas (separated based on size and temperament), and enclosed outdoor areas in pleasant weather. All dogs will have lights-out bedtime at 9:30pm, and morning wakeup time at 6:00am to allow for adequate potty breaks. Grooming and self-serve wash clients, as well as any dog outside the perimeters of the play areas and suites will be leashed and supervised at all times.

#### **5. Site Plan and Drawings**

- a. There are no existing structures on the property.
- b. The landscape planning will maintain the established rural landscape theme, and will incorporate as much of the existing landscaping (trees) as possible.
- c. Fencing and new landscaping along all dog-facing exterior areas will lessen the visual impact of noise and animal activity.
- d. The proposed parking layout allows for appropriate number of parking spaces (including handicapped spaces) as per city guidelines. The parking lot will be concrete and a drive up awning (see exterior rendering) will be located at the front entrance of the building.
- e. The site boundaries will be re-established as part of a re-plat being submitted to the city by the seller.
- f. Business signage will conform to provisions of the Conway Sign Ordinance.

#### **6. Start and Completion Projections**

- a. The approximate start time for construction of the proposed business will be March ~~2015~~ ~~2014~~. Anticipated opening date will be November ~~2014~~. ~~2015~~

#### **7. Survey of Similar Uses**

- a. There are currently no businesses identical to The Hounds’ Hideaway in Conway. There are several traditional boarding facilities in Conway (veterinary or kennel boarding) and one in Guy, but none who offer daycare or a combined daycare/boarding/grooming experience. Similar businesses in Little Rock include Chenal Pet Palace, Canine Country Club, and Arkansas Pet Resort in Maumelle.

#### **8. Noise**

- a. There will be noise generated from dogs intermittently barking inside the confines of the facility, and outdoors during appropriate hours.
- b. Various measures will be taken to ensure noise levels adhere to the guidelines set forth in the Conway Municipal Code (7.44):



- i. 4-5ft high isolation panels between suites limits sight and exposure to other pet guests, making for a more secure, den-like environment where barking is less likely.
- ii. Polyethylene baffles will be installed between suites. Hung from ceiling in rows, they absorb 85% to 100% of noise that hits them.
- iii. Continuous classical music played in kennel areas has been proven to reduce stress levels in dogs, reducing their need to bark.
- iv. Kennel and daycare areas will be separated from “human” areas. Dogs can hear sounds from office machines and video display, and they resonate at higher frequencies than our hearing allows, and can potentially give dogs reason to bark.
- v. Double-door passageways between office areas and kennels, and acoustic walls between kennels and office/reception area will reduce distraction that might encourage dogs to bark.
- vi. Noise abatement curtains will be installed in exterior play area fencing. These materials can reduce the NRC (Noise Reduction Coefficient) as much as .78 (with 1.0 being the maximum).
- vii. Water squirt bottles will be used in all outdoor group play to distract dogs who may play too loudly or bark excessively.

## **9. Chemicals, Biological, and Radioactive Agents**

- a. Harsh or dangerous chemicals will not be used in this facility. In addition, products that are not tested on animals will be given preference for use.





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

**AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 915 E. OAK STREET FROM C-3 TO PUD:**

**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 **C-3** symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

Being a part of the E3/4 NW 1/4 NW 1/4 NW 1/4 of section 8, T5N, R13W, Faulkner County Arkansas, being more particularly described as:

Commencing at the NW corner of Section 8; thence S01°46'51"W, 43.77 feet to the south right-of-way line of US Highway #64 which is also known as Oak Street; thence S88°24'26"E, along said Oak Street right-of-way, 168.97 feet to a found 1/2" rebar for the point of beginning and having established grid coordinates of (Y) 276150.76 (X) 1187171.98 of the Arkansas Coordinate System, 1983, North Zone; thence S88°24'26"E, 289.42 feet to a found right-of-way marker; thence S40°34'48"E, 16.00 feet to a found right-of-way marker on the south right-of-way line of said Oak Street and on the West right-of-way line of Bill Dean Drive; thence S85°16'23"E, along said Oak Street right-of-way, 50.04 feet to a found 1/2" rebar on the east right-of-way line of Bill Dean Drive; thence N54°52'17"E, along said Oak Street right-of-way, 24.06 feet to a found 5/8" rebar; thence S88°15'31"E, 124.94 feet to a found rebar with identification cap (PS 1434); thence S02°11'10"W, leaving said Oak Street right-of-way, 610.50 feet to the NE Corner of a survey for Ferdinand Halter by Billy Tyler (PS 231) and passing a 60D nail at 286.85 feet; thence S02°02'59"W (bearings based on Tyler survey), 132.00 feet (distance based on Tyler survey) to the SE corner of said Tyler survey also being on the North right-of-way line of Halter Road; thence N88°08'12"W (bearings based on Tyler survey), 146.62 feet (distance based on Tyler survey) to the SW corner of said Tyler Survey also being on the North right-of-way line of Halter Road and the East right-of-way line of Bill Dean Drive; thence N02°17'49"E (bearings based on Tyler survey), along the east right-of-way line of Bill Dean Drive, 132.00 feet (distance based on Tyler survey) to the NW Corner of said Tyler survey; thence N88°05'24"W, 49.93 feet to a found rebar with an identification cap (PS 1434) on the west right-of-way line of Bill Dean Drive; thence N88°11'31"W, 299.21 feet to a found 1/2" rebar; thence N02°12'05"E, 609.17 feet to the point of beginning containing 7.37 acres more or less and subject to and served by a 50 foot right-of-way for Bill Dean Drive and subject to and served by the right-of-way for US Highway #64/Oak Street

(right-of-way varies). Bearings are based on the Arkansas Coordinate System, 1983, North Zone unless otherwise noted.

to those of **PUD**, 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 23<sup>rd</sup> day of December, 2014.

**Approved:**

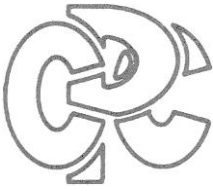
---

**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: Jeff Allender, Planning Commission Chairman**  
**Date: December 16, 2014**

**Re: Rezoning request from C-3 to PUD for property located at 915 East Oak Street**

---

A request for a rezoning from C-3 to PUD for property that is located at 915 East Oak Street with the legal description:

Being a part of the E3/4 NW 1/4 NW 1/4 NW 1/4 of section 8, T5N, R13W, Faulkner County Arkansas, being more particularly described as:

Commencing at the NW corner of Section 8; thence S01°46'51"W, 43.77 feet to the south right-of-way line of US Highway #64 which is also known as Oak Street; thence S88°24'26"E, along said Oak Street right-of-way, 168.97 feet to a found 1/2" rebar for the point of beginning and having established grid coordinates of (Y) 276150.76 (X) 1187171.98 of the Arkansas Coordinate System, 1983, North Zone; thence S88°24'26"E, 289.42 feet to a found right-of-way marker; thence S40°34'48"E, 16.00 feet to a found right-of-way marker on the south right-of-way line of said Oak Street and on the West right-of-way line of Bill Dean Drive; thence S85°16'23"E, along said Oak Street right-of-way, 50.04 feet to a found 1/2" rebar on the east right-of-way line of Bill Dean Drive; thence N54°52'17"E, along said Oak Street right-of-way, 24.06 feet to a found 5/8" rebar; thence S88°15'31"E, 124.94 feet to a found rebar with identification cap (PS 1434); thence S02°11'10"W, leaving said Oak Street right-of-way, 610.50 feet to the NE Corner of a survey for Ferdinand Halter by Billy Tyler (PS 231) and passing a 60D nail at 286.85 feet; thence S02°02'59"W (bearings based on Tyler survey), 132.00 feet (distance based on Tyler survey) to the SE corner of said Tyler survey also being on the North right-of-way line of Halter Road; thence N88°08'12"W (bearings based on Tyler survey), 146.62 feet (distance based on Tyler survey) to the SW corner of said Tyler Survey also being on the North right-of-way line of Halter Road and the East right-of-way line of Bill Dean Drive; thence N02°17'49"E (bearings based on Tyler survey), along the east right-of-way line of Bill Dean Drive, 132.00 feet (distance based on Tyler survey) to the NW Corner of said Tyler survey; thence N88°05'24"W, 49.93 feet to a found rebar with an identification cap (PS 1434) on the west right-of-way line of Bill Dean Drive; thence N88°11'31"W, 299.21 feet to a found 1/2" rebar; thence N02°12'05"E, 609.17 feet to the point of beginning containing 7.37 acres more or less and subject to and served by a 50 foot right-of-way for Bill Dean Drive and subject to and served by the right-of-way for US Highway #64/Oak Street (right-of-way varies). Bearings are based on the Arkansas Coordinate System, 1983, North Zone unless otherwise noted.

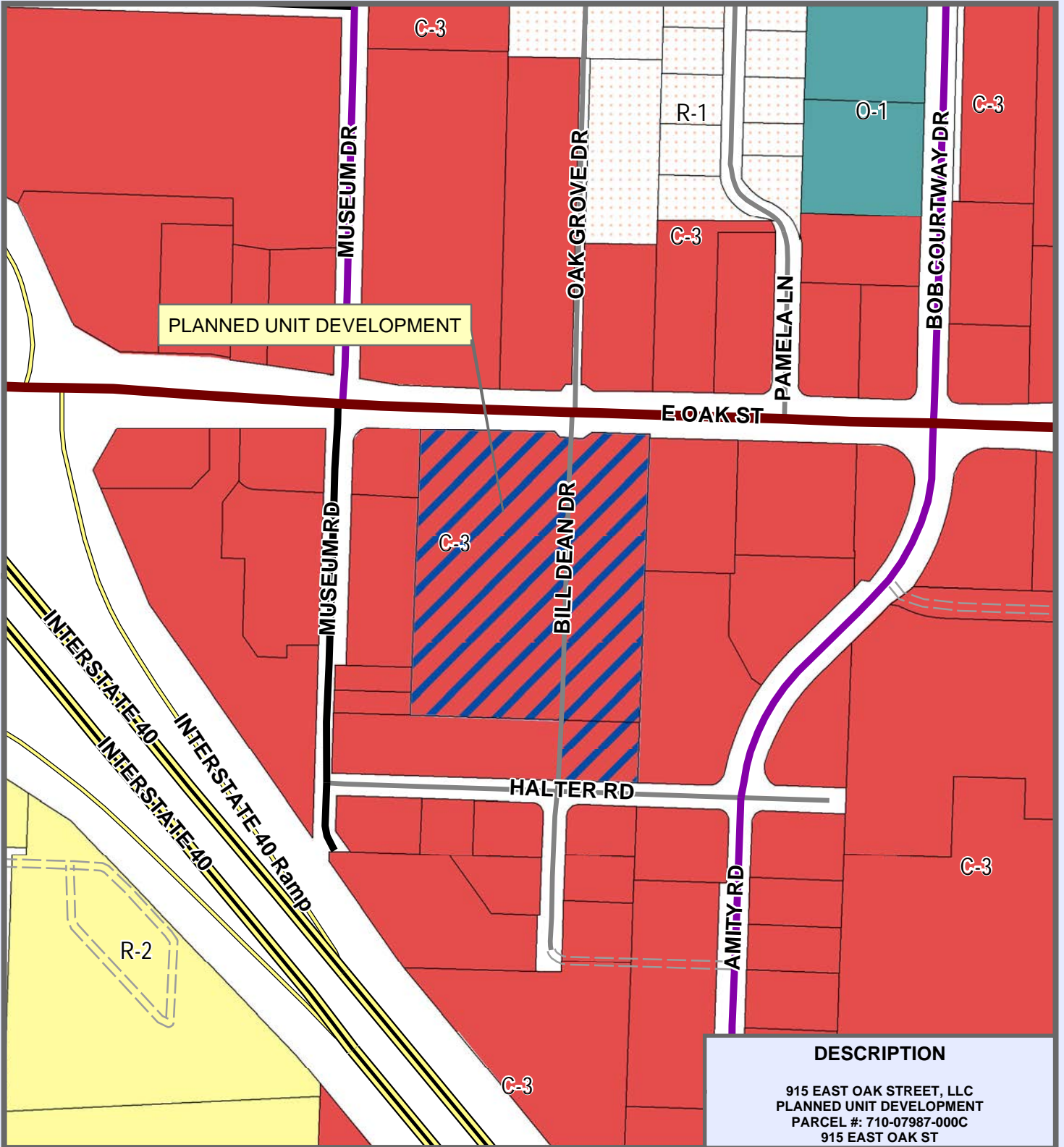
was reviewed by the Planning Commission at its regular meeting on December 15, 2014. The Planning Commission voted 8-0-1 that the request be sent to the City Council with a recommendation for approval. Planning Commissioner Stan Hobbs abstained.

Please advise if you have any questions.



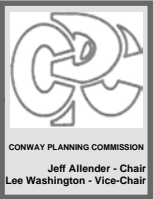
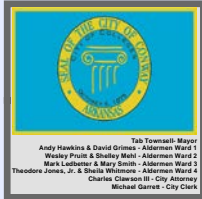
# CITY OF CONWAY

BK DEAN PUD -- REZONE C-3 TO PUD

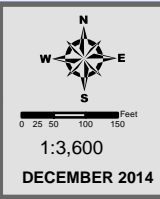


**DESCRIPTION**

915 EAST OAK STREET, LLC  
 PLANNED UNIT DEVELOPMENT  
 PARCEL #: 710-07987-000C  
 915 EAST OAK ST



|                 |               |                    |                   |
|-----------------|---------------|--------------------|-------------------|
| INTERSTATE      | LOT LINE      | <b>Residential</b> | <b>Industrial</b> |
| MAJOR ARTERIAL  | STREAMS       | R-1                | I-1               |
| MINOR ARTERIAL  | LAKES & PONDS | R-2A               | I-2               |
| COLLECTOR       | CITY LIMITS   | R-2                | I-3               |
| RESIDENTIAL     |               | HR                 |                   |
| PRIVATE ROAD    |               | SR                 |                   |
| INTERSTATE RAMP |               | <b>Commercial</b>  | <b>Office</b>     |
| RAILROADS       |               | C-1                | O-1               |
|                 |               | C-2                | O-2               |
|                 |               | C-3                | O-3               |
|                 |               | C-4                |                   |
|                 |               |                    | <b>Special</b>    |
|                 |               |                    | 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  
 LANDMARK HIS WEBSITE:  
 gis.cityofconway.org (UNDER DEVELOPMENT)  
 E-MAIL: Jason.Lyon@CityOfConway.org

**BK DEAN SUBDIVISION  
PLANNED UNIT DEVELOPMENT**

**STAFF COMMENTS** **STAFF RECOMMENDATIONS**

**1. INTRODUCTION**

The BK Dean Subdivision Planned Unit Development (PUD), consisting of 6.7 acres more or less, is located within the Northwest Quarter of Section 8, Township 5 North, Range 13 West in Conway, Arkansas. The Subject Property is generally located east of Interstate 40 on the south side of Oak St. and on the east and west sides of Bill Dean Drive.

**2. LEGAL DESCRIPTION**

See Exhibit A (the "Site" or Subject Property")

**3. OWNER / DEVELOPER**

The owner of this property described in Section 2.0 above is 915 East Oak Street, LLC. The developer of the property is 915 East Oak Street, LLC of Edmond, Oklahoma.

**4. CURRENT AND SURROUNDING AREAS**

The Subject Property is currently vacant but was previously used as an automobile dealership. The property is zoned C-3 Highway Service and Open Display District. The surrounding properties are zoned and used for:

North (north of Oak St.) – Zoned C-3; Current uses are automobile dealership and hotel

East – Zoned C-3; Current uses are bank and hotel

South – Zoned C-3; Current uses is automobile repair and Halter Rd.

West – Zoned C-3; Current uses are restaurant (coffee), hotel and HVAC

The relationship between the proposed use of this parcel and the above adjoining land uses is compatible due to the commercial/retail nature of the PUD. The demographic of the clientele for this project is such that the noise and traffic impacts will be minimal.

**5. PHYSICAL CHARACTERISTICS**

The Subject Property contains a vacant car dealership with approximately 6.7 acres consisting of 4 acres of paving and 2 structures on the west side of Bill Dean Dr. and 2.7 acres east of Bill Dean Dr. consisting of 0.5 acre of paving and 2 acres of unimproved land .

The western portion of the Site contains the former and now vacant Superior Chevrolet Dealership building and out building. The remaining areas are covered with asphalt and gravel leaving only a small amount as grass. The highest elevation is approximately 305 feet at the existing main building in the center of the lot. The slope analysis reveals a flat to gentle slope in all directions away from the building. Surface drainage is overland to the north to an open ditch along Oak St., east to Bill Dean Drive, south to an existing drainage ditch and west to a drainage swale.

The eastern half of the Site presently consists of an asphalt parking area on the north end and undeveloped land on the remaining areas. Surface drainage on this portion is overland to shallow areas to the east, Bill Dean Drive to the west and to Halter Rd. to the south.

**6. CONCEPT**

The concept for this PUD is to provide a mix of upscale dining, retail services and hospitality for the City of Conway and surrounding areas. The anticipated uses include quick casual restaurants, a casual dining concept, retail shop services, and approximately 82 hotel rooms.

**7. DEVELOPMENT AND SUBDIVISION VARIATIONS**

The following represents variations to the base zoning district or other sections of the City of Conway Zoning Ordinance:

- Reduced landscape buffers/setbacks
- Reduced building setbacks
- Altered building height restrictions
- Site signage

**8. USE AND DEVELOPMENT REGULATIONS**

The current zoning for the Subject Property is C-3 Highway Service and Open Display District. The project will generally follow the C-3 regulations with exceptions as outlined in this PUD.

**9. SPECIAL CONDITIONS**

Hours of external construction are limited to 7:00 am to 7:00 pm Monday through Saturday and 1:00 pm to 7:00 pm on Sunday.

**10. FAÇADE REGULATIONS**

Exterior building wall finish on all main structures shall consist of a minimum 70% brick veneer, masonry, drivet, rock, stone, stucco, hardi-plank concrete siding, wood or other similar type finish approved by the Planning Director of the City of Conway. Buildings finished with EIFS (Exterior Insulation Finish System) material shall be permitted. Exposed metal or exposed concrete block main buildings shall not be permitted.

**Building facades shall meet current design development standards.**

**11. LANDSCAPE REGULATIONS**

Store design will be generally as depicted in submitted rendering. See Exhibit C.

**12. LIGHTING REGULATIONS**

Lighting installed on lots contained in this PUD shall meet the City of Conway Design Standards.

**13. SCREENING REGULATIONS**

If deemed appropriate, screening may be provided in the form of a wooden privacy fence along the south property line of the Subject Property, west of Bill Dean Drive.

**14. PLATTING REGULATIONS**

Platting of this PUD shall be required prior to development.

**15. DUMPSTER REGULATIONS**

Dumpsters shall be located within an area screened by a fence or masonry wall of sufficient height that screens the dumpster from public streets and residences and shall be placed no closer than 50 from all property lines adjacent to residential zoning/ use.

**Dumpsters shall be located within a masonry enclosure meeting design development standards.**

**16. ACCESS REGULATIONS**

A minimum of 1 access point (curb cut) from Bill Dean Dr. for the west portion of the Subject Property and 1 access point (curb cut) from Bill Dean Dr. for the east portion of the subject will be provided.

Curb cuts shall be provided as proposed but in general the centerline of the curb cut along Bill Dean Drive may be a minimum of 200 feet from the centerline of Oak Street.

Lots within the PUD shall not be required to have frontage on an existing street. Access to these lots may be provided through a platted Access Easement.

**A maximum of 2 access points (curb cuts) from Bill Dean Drive to the west portion of the subject property and 2 access point (curb cuts) from Bill Dean Drive for the east portion of the subject property shall be allowed. Curb cuts shall be provided as proposed, but the centerline of the northern curb cur along Bill Dean Drive shall be placed no closer than 200 feet from the centerline of Oak Street.**

**Lots within the PUD shall not be required to have street frontage. Access to these lots may be provided through a platted access agreement.**

**17. SIGN REGULATIONS**

In addition to current City of Conway sign ordinances, pylon/pole signs may be allowed.

*Staff Comment: The majority of this property is within the interstate sign zone which allows an on premise interstate sign up to 75 feet tall and 300 square feet in area to be used in lieu of a monument sign. Since the majority of the development is within the interstate zone, the PUD regulation could state:*

**Interstate signs, as defined and allowed per the Conway Sign Ordinance, are allowed throughout the PUD. Monument signs, as defined and allowed per the Conway Sign Ordinance C-3 zone, are also allowed throughout the PUD.**



**18. SIDEWALK REGULATIONS**

Sidewalks shall be provided along the western side of Bill Dean Drive to accommodate anticipated pedestrian traffic. In addition, a minimum of one (1) crosswalk across Bill Dean Dr. shall be provided to sufficiently accommodate anticipated pedestrian traffic within the PUD. Sidewalks shall be a minimum of 5 feet wide.

Sidewalks shall be provided along both sides of Bill Dean Drive to accommodate anticipated pedestrian traffic within the PUD. Sidewalks shall be a minimum of 5 feet wide. Crosswalk shall be provided at a location specified by the City Engineer.

**19. HEIGHT REGULATIONS**

The maximum height for Lot 5 shall be 45 feet and the maximum stories allowed for Lot 5 shall be 4.

**20. SETBACK REGULATIONS**

*Staff Comment: Current C-3 zone setbacks, height, and Development Design Landscaping Standards*

*Setbacks*

*Front: 40 feet*

*Rear: 10*

*Side: 0*

*Exterior (side against street): 15*

*Height: 35 feet or 2.5 stories. May be exceeded by providing 1 foot setback for each 1 foot above 35 feet.*

*Design Development Landscaping Standards:*

*Landscape area along street: 10 feet*

*Landscape area along commercial property lines: 6 feet*

Below are the minimum Building and Landscaping setbacks allowed per this PUD. All other applicable setbacks not mentioned below shall be per the current C-3 zoning classification.

**Building Setbacks**

For Lot 1:

Front Yard (along Oak St.) 30'<sup>1</sup>

*<sup>1</sup>Staff Comment: A 30 foot front setback is encouraged. The buildings will be placed closer to Oak Street without parking in front. The 30 foot setback along Bill Dean will not create problems.*

For Lot 2:

Front Yard (along Oak St.) 30'<sup>1</sup>

For Lot 3:

Front Yard (along Bill Dean Drive) 30'<sup>1</sup>

Exterior Side Yard 8'

For Lot 4:

Front Yard (along Oak St.) 30'<sup>1</sup>

For Lot 5:

Front Yard (along Bill Dean Drive) 30'<sup>1</sup>

Rear Yard 0'<sup>2</sup>

*<sup>2</sup>Staff Comment: A 0 foot rear setback is atypical. However, it should not pose a problem. The adjoining lot contains a 4 story hotel. The new hotel appears to be offset to not create a "back to back" wall situation. Stricter fire codes could come into play, but would be reviewed during staff development review and building permitting.*

**Landscape Setbacks**

For Lot 2:

Along Bill Dean Drive 5'<sup>3</sup>

5 feet is allowed along the parking area as shown. A reduction may be considered as a development review variance when future plans are submitted.

*<sup>3</sup>Staff Comment: Typical street frontage landscaping is 10 feet in depth. In order to accommodate additional parking on Lot 2, 5 feet is requested. This reduction is also requested on Lot 3. However no construction is shown at this time. Staff recommends only allowing the 5 foot reduction along the parking area as shown on Lot 2. The reduction can be considered as a development review variance when future plans are submitted.*

For Lot 3:

Along Bill Dean Drive 5'<sup>2,3</sup> 10'

Interior Side Yard (south property line) 3'

A reduction may be considered as a development review variance when future plans are submitted.

For Lot 4:  
Interior Side Yard (east property line) 6'

For Lot 5:  
Front Yard (along Bill Dean Drive) 0'<sup>4</sup>  
Rear Yard 0'<sup>5</sup>  
Exterior Side Yard (along Halter Rd) 5'  
0 foot landscape area for the Bill Dean Drive frontage along the hotel drive lane only.

*<sup>4</sup>Staff Comment: Typical street frontage landscaping is 10 feet in depth. In order to accommodate a drive lane for the hotel on Lot 5, 0 feet is requested. It appears the parking area could accommodate a 5 foot landscape area. Staff recommends a 0 foot landscape area along the drive lane only.*

For parking areas/cross access driveways that are physically shared by multiple lots, then the landscaping setbacks in these cases are zero (0').

*<sup>5</sup>Staff Comment: Typical interior landscaping is 6 feet in depth. In order to accommodate additional parking, 0 feet is requested. It appears the parking area could accommodate a 5 foot landscape area. Staff recommends a 5 foot rear landscape area.*

Parking and drives are permitted within the setbacks.

Fireplaces, bay windows, entry ways, patios, patio covers and other similar appurtenances may encroach up to two feet into the side yard setback and up to five feet into the rear yard setback. However, said appurtenances shall not extend into a utility easement, right of way or across a property line.

## 21. PARKING DENSITY

*Staff Comment: Conway Design Development regulations have maximum allowed parking standards. The number of spaces requested is around 82 spaces over the maximum. Development regulations state that parking maximums may be exceeded if low impact environmental design is used on parking areas. The applicant is requesting additional parking to accommodate proposed popular restaurants.*

The number of parking spaces provided for Lot 1 shall be 98 and assume a building of 6,000 square feet.

The number of parking spaces provided for Lot 2 shall be 112 and assume a building of 6,300 square feet.

The number of parking spaces provided for Lot 4 shall be 41 and assume a building of 5,000 square feet.

The number of parking spaces provided for Lot 5 shall be a maximum of 93 parking spaces.

**Parking Density Staff Recommendation: Low impact design shall be used in the design of parking areas as per Conway Development Review Design Standards. Shared parking/access agreements shall be required.**

## 22. PERMIT REQUIREMENTS

Applications for building permits must include an overall PUD site plan that depicts the location of the proposed building permit and size and address of all existing buildings as well as existing parking and landscaping proposed for each building for which a building permit is requested.

## 23. COMMON AREAS

Maintenance of the common areas in the development shall be the responsibility of the property owner or Property's Owner's Association (if applicable). No structures, storage of material, grading, fill or other obstructions, including fences, either temporary or permanent, shall cause a blockage of flow or an adverse effect on the functioning of the storm water facility, shall be placed within the common areas intended for use of conveyance of storm water, and/or drainage easements shown. Certain amenities such as, but not limited to, walks, benches, etc. shall be permitted if installed in such a manner to meet the requirements specified above.

## 24. DEVELOPMENT SEQUENCE

Development phasing shall be allowed as part of the development of this PUD.

**Staff Recommended Additional Language for Development Sequence: Additional structures and subdivision of the PUD are allowed. Land uses shall be those uses allowed under C-3 zoning. Future development will comply with development review design standards and subdivision regulations in effect at that time.**

## 25. EXHIBITS

The following exhibits are hereby attached and incorporated into this PUD:

EXHIBIT A: Legal Description of PUD  
EXHIBIT B: Site Plan

EXHIBIT C: Landscaping Representation  
EXHIBIT D: Supplemental hotel information







**BK DEAN SUBDIVISION**  
Conway, Arkansas





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

**Cheryl Harrington**  
*Director*

December 11, 2014

Mayor Tab Townsell  
1201 Oak Street  
Conway, AR 72032

Re: Universal Refuse Roll Carts & Recycling Roll Carts

Dear Mayor Townsell,

Bids were submitted on Wednesday December 10, 2014 at City of Conway City Hall for 96 Gallon Universal Refuse and Recycling Roll Carts. One bid was submitted:

|                           |                  |
|---------------------------|------------------|
| Otto Environmental System | Unable to bid    |
| Toter Incorporated        | \$57.83 per cart |

Recommendation is for Toter Inc. for \$57.83 per cart. We have many Toter carts throughout the City and are impressed with the quality and design of the Toter product.

Sincerely,

Cheryl Harrington  
Sanitation Director

BID SUMMARY  
96 gallon Universal Refuse and Recycling Roll Carts  
Bid #2015-07

Otto Environmental System (NC), LLC is unable to bid at this time

Bid #1 submitted by Toter Incorporated  
\$57.83 per cart  
Delivery time 4 Weeks  
Amount per truck load 624

I recommend the bid from Toter Incorporated for \$57.83 per cart, these are the carts we currently use and they have a lower maintenance cost.



TO: Ms. Cheryl Harrington  
Sanitation Director  
City of Conway

BID OPENING DATE: Dec. 10, 2014  
BID IDENTIFICATION: "96 Gallon  
Universal Refuse Roll Carts (Green)  
& Specifications for Universal Mobile  
Recycling Containers (Blue)" #2014-07

**NAME & ADDRESS OF BIDDER:**

Kellie K. Clark, Sr. Mgr., Bids/Contracts – Main Contact

|                                   |  |
|-----------------------------------|--|
| <u>TOTER, LLC</u>                 | TELEPHONE NUMBER: <u>(704) 872-8171, 257</u> |
| <u>P.O. BOX 5338</u>              | TOLL-FREE NUMBER: <u>(800) 424-0422, 257</u> |
| <u>STATESVILLE, NC 28687-5338</u> | FAX NUMBER: <u>(704) 878-0734</u>            |

SIGNATURE & TITLE:

  
Laura P. Hubbard – Director, Customer Relations

DATE:

December 5, 2014

**BID PROPOSAL**

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

**Unit Price:** \$50.99\* for Refuse and Recycling 96 Gallon Carts,  
plus \$2.77 Freight per cart, plus \$4.07 Tax per cart (8.75%) =  
**TOTAL BID PRICE OF \$57.83 PER CART**

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

- \* Pricing is based on orders placed in lots of truckload quantities of 624 carts shipped together to one location. Carts to be shipped 2/3 assembled, with lid, stop bar and axle factory installed. Orders placed for other than these stated quantities may be made, but may be subject to additional freight.
- \* Toter has the City's current markings as already created, in house markings. For each new hot stamp marking (never created by Toter), Toter requires an additional \$300.00 one-time die fee.
- \* Pricing includes standard color bodies or special granite color bodies, with solid color lid.
- \* Delivery Timeframe: Lead time is 3-4 weeks after Toter's receipt of written purchase order, markings approvals, and order confirmation.
- \* Taxes: Pricing includes applicable taxes.
- \* Payment Terms: Net 30 Days



Otto Environmental Systems (NC), LLC

12700 General Drive  
Charlotte, North Carolina 28273  
Telephone (800)795-6886  
Facsimile (704)588-5250

December 8, 2014

Felicia Rogers  
Executive Assistant  
City of Conway  
1201 Oak Street  
Conway, AR 72034

**RE: ITB: 96 Gallon Universal Refuse Roll Carts and Universal Mobile Recycling Containers**  
**Opens: December 10, 2014 at 10:00 a.m.**

Dear Ms. Rogers:

On behalf of Otto Environmental Systems, (NC), LLC, we would like to thank you for the opportunity to present an offering for the above referenced ITB. However, Otto is unable to bid at this time.

Otto produces injection molded 35, 65 and 95 gallon refuse containers, 14 and 18 gallon recycling containers/bins, commercial containers as well as container services and requests that you continue to list us as a potential source for future bid opportunities. We sincerely appreciate your consideration.

Again, thank you.

Sincerely,

***Matt Odekirk***

Matt Odekirk  
Municipal Manager





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

**AN ORDINANCE APPROPRIATING FUNDS FOR THE FIRE DEPARTMENT TO PURCHASE  
ADDITIONAL SOFTWARE, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES;**

**Whereas**, Conway Fire Department has a need to purchase additional software for our alert system; and

**Whereas**, Council previously approved Ordinance No. O-13-45 in order to purchase a new alert system in the amount of \$96,900; and

**Whereas**, Conway Fire Department has available funding in the Sales & Use Tax Bond.

**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 not to exceed \$20,000 in order to purchase said software;

**Section 2.** 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.

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

**PASSED** this 23<sup>rd</sup> day of December, 2014.

**Approved:**

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

**Attest:**

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



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

**AN ORDINANCE APPROPRIATING FUNDS FOR THE CONWAY FIRE DEPARTMENT; WAIVING BID REQUIREMENTS TO UTILIZE A SOLE SOURCE, DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:**

**Whereas**, the City of Conway requests approval to place an order with Pierce Manufacturing for the purchase of a Heavy Duty Rescue unit in the amount of \$564,116 after a prepay discount; and

**Whereas**, the Conway Fire Department requests approval to order said unit based on the terms and conditions in the agreement between the City of Conway and Pierce Manufacturing; and

**Whereas**, the Conway Fire Department has available funding in the sales & Use Tax Bond.

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

**Section 1.** That after Council approval of this ordinance the City of Conway Fire Department shall place an order with Pierce Manufacturing and submit payment from the Issuance of the Series 2012 Bonds and shall utilize Pierce Manufacturing as a single source vendor;

**Section 2.** 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.

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

**PASSED** this 23<sup>rd</sup> day of December, 2014.

**Approved:**

**Attest:**

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

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



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

**AN ORDINANCE ACCEPTING DONATED FUNDS TO THE CONWAY ANIMAL WELFARE SHELTER;  
 AND FOR OTHER PURPOSES**

**Whereas**, Petsmart has donated funds in the amount of \$1203.70, to the Conway Animal Welfare Shelter to cover the expense of pet care given to the animals who go through the Rescue Waggin program; and

**Whereas**, the Conway Animal Welfare Shelter needs these funds to replenish their expense account in order to continue providing pet care to animals participating in the program and;

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

**Section 1.** The City of Conway shall accept the donated funds and appropriate to the spay/neuter miscellaneous supply account, 223.127.5699.

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

**PASSED** this 23<sup>rd</sup> date of December 2014.

**Approved:**

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

**Attest:**

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



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

**AN ORDINANCE ACCEPTING ASSETS OBTAINED THROUGH COURT ORDER FOR THE CONWAY  
 POLICE DEPARTMENT; AND FOR OTHER PURPOSES**

**Whereas**, the Circuit Court of Faulkner County, Arkansas has granted a court order awarding various items to the Conway Police Department.

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

**Section 1.** The City of Conway shall accept the following property below per the attached court orders and add to the Conway Police Departments inventory

1. Tool Box w/numerous tools
2. Toshiba laptop serial #3D128502Q

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

**PASSED** this 23<sup>rd</sup> day of December 2014.

**Approved:**

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

**Attest:**

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

IN THE CIRCUIT COURT OF FAULKNER COUNTY, ARKANSAS  
DIVISION

IN THE MATTER OF PROPERTY TO BE RETAINED  
BY THE CONWAY POLICE DEPARTMENT

FILED

CIVIL 2014-1071 9 PM 1 23

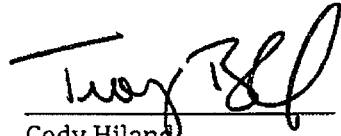
PETITION

RHONDA WHARTON, CLERK

Comes now before the Court the Conway Police Department and for its petition doth state:

1) That the items contained on the attached evidence reports are items <sup>BY</sup> which are not 5 DC  
subject to being returned to any lawful owners although due effort has been made by the Conway  
Police Department and that therefore said items should be titled in the Conway Police Department  
and retained by the Conway Police Department for its use.

WHEREFORE the Conway Police Department doth pray this Honorable Court for an order  
directing that the items listed on attached evidence reports be forfeit to the Conway Police  
Department for its use.

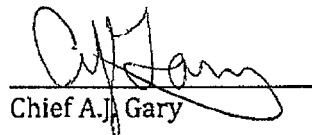


Cody Hiland  
Prosecuting Attorney  
Twentieth Judicial District

VERIFICATION

State of Arkansas  
County of Faulkner

On this day Chief A.J. Gary appeared before the undersigned Notary Public, and after being duly  
sworn states and affirms under oath that the facts contained hereinabove are true and correct to  
the best of his knowledge and belief.



Chief A.J. Gary

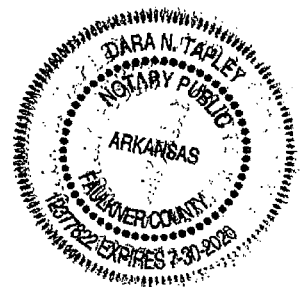
Subscribed and sworn to before me December, 2014.

My commission expires:

7-30-2020



Notary Public





IN THE CIRCUIT COURT OF FAULKNER COUNTY, ARKANSAS  
DIVISION

FILED

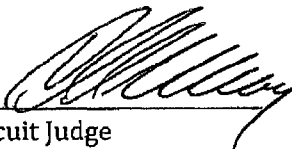
IN THE MATTER OF PROPERTY TO BE RETAINED  
BY THE CONWAY POLICE DEPARTMENT

2014 DEC 9 PM 1 23  
CIV 2014-171  
RHONDA WHARTON, CLERK

ORDER

Comes now before the Court the matter of the petition filed herein by the Conway Police *J* DC  
Department and based upon said petition and being fully advised of the premises herein this Court  
doth find, order, adjudge and decree that the items listed on the evidence reports filed with said  
Petition should be and hereby are deemed titled in the Conway Police Department and shall be  
retained by said Conway Police Department for its use.

IT IS SO ORDERED.

  
Circuit Judge

12/8/14  
Date

Convert  
list 2014

CONWAY POLICE DEPARTMENT  
EVIDENCE/PROPERTY REPORT



#1 0100012198

LPR-2  
8783

CASE # 12-8783 LOCKER # 19

DATE/TIME RECOVERED 8/1/12 1702

CITATION NUMBER \_\_\_\_\_ PLEA DATE \_\_\_\_\_

CRIME Found Property

SUSPECT(S) \_\_\_\_\_

VICTIM(S) Sulia Compton 7/4/83

PROPERTY TYPE  EVIDENCE  FOUND  SAFEKEEPING

RECOVERING OFFICER NAME AND ID# J. Fulbright 431

DESCRIPTION OF ITEM(S) RECOVERED: 1 tool box w/ numerous tools

CHAIN OF POSSESSION:

FROM: J. Fulbright DATE/TIME: 8/1/12 17:26  
TO: PHYLLIS JOHNSON  
EVIDENCE CONTROL

FROM: \_\_\_\_\_ DATE/TIME: \_\_\_\_\_

TO: \_\_\_\_\_

FROM: \_\_\_\_\_ DATE/TIME: \_\_\_\_\_

TO: \_\_\_\_\_

FROM: \_\_\_\_\_ DATE/TIME: \_\_\_\_\_

TO: \_\_\_\_\_

(USE BACK OF REPORT TO LIST ADDITIONAL PROPERTY IF NEEDED)

Ault





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

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

**Whereas** the Conway Police Department needs approximately \$18,500 for an online reporting system and;

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

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

**Section 1.** The City of Conway shall appropriate funds in the amount of \$18,500 from the Seized Asset Forfeiture revenue account 250-121-4710, into the Asset Forfeiture computer maintenance expense account, 250.121.5420.

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

**PASSED** this 23<sup>rd</sup> day of December, 2014.

**Approved:**

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

**Attest:**

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



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

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

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

|                     |              |                             |
|---------------------|--------------|-----------------------------|
| Various Companies   | \$ 25,577.63 | Extra Duty Services         |
| US Dept of Justice  | \$ 2,449.44  | Reimbursement for DEA cases |
| Insurance Companies | \$ 4,099.43  | Insurance Proceeds          |

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

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

**Section 1.** The City of Conway shall appropriate funds from various companies in the amount of \$25,577.63 from 001.121.4185 to the CPD overtime expense account, 001.121.5114.

**Section 2.** The City of Conway shall appropriate reimbursement funds from US Department of Justice in the amount of \$2,449.44 from 001.121.4186 to the CPD overtime expense account, 001.121.5114.

**Section 3.** The City of Conway shall appropriate insurance proceed funds in the amount of \$4,099.43 from 001.119.4360 to the CPD fleet maintenance expense account, 001.121.5450.

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

**PASSED** this 23<sup>rd</sup> day of December, 2014.

**Approved:**

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

**Attest:**

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



City of Conway, Arkansas  
Monthly Financial Reports  
November 30, 2014

City of Conway  
 Monthly Financial Report - General Fund  
 For the month ended November 30, 2014



| Revenues                       | Budget            | Month            | Year to           | Encumbered     | (Over)/Under     | %              |
|--------------------------------|-------------------|------------------|-------------------|----------------|------------------|----------------|
|                                |                   | Activity         | Date              |                | Budget           | Expend/Collect |
| Ad Valorem Tax                 | 2,960,000         | 795,966          | 2,003,534         |                | 956,466          | 68%            |
| Payments in Lieu of Tax        | 25,000            | 419              | 20,654            |                | 4,346            | 83%            |
| State Tax Turnback             | 1,995,402         | 64,388           | 2,032,213         |                | (36,811)         | 102%           |
| Sales Tax                      | 17,350,000        | 1,528,480        | 15,381,997        |                | 1,968,003        | 89%            |
| Beverage Tax                   | 420,000           | -                | 324,506           |                | 95,494           | 77%            |
| Franchise Fees                 | 2,655,000         | 210,458          | 2,290,228         |                | 364,772          | 86%            |
| Airport Revenue                | 75,000            | 1,650            | 62,736            |                | 12,265           | 84%            |
| Airport Fuel Sales .05 / GAL   | 10,000            | -                | 5,834             |                | 4,166            | 58%            |
| Permits                        | 514,000           | 34,479           | 392,158           |                | 121,842          | 76%            |
| ACIEA Revenues                 | -                 | 2,316            | 4,735             |                | (4,735)          | -              |
| Dog Tags & Fees                | 25,000            | 1,250            | 24,830            |                | 170              | 99%            |
| Municipal Court Fines and Fees | 990,000           | 55,515           | 1,010,294         |                | (20,294)         | 101%           |
| Law Enforcement                | 850,170           | 21,631           | 710,406           |                | 139,764          | 84%            |
| Federal Grant Revenues         | 40,000            | -                | 20,294            |                | 19,706           | 51%            |
| State Grant Revenues           | -                 | -                | 199,830           |                | (199,830)        | -              |
| Parks                          | 493,500           | 18,064           | 519,268           |                | (25,768)         | 105%           |
| Interest Income                | 5,200             | 1,575            | 16,623            |                | (11,423)         | 320%           |
| Insurance Proceeds             | 43,517            | -                | 43,982            |                | (465)            | 101%           |
| Donations                      | 10,426            | 175              | 19,825            |                | (9,398)          | 190%           |
| Act 833 Revenue                | 80,000            | 21,301           | 91,321            |                | (11,321)         | 114%           |
| Miscellaneous Revenues         | 185,772           | 4,145            | 156,813           |                | 28,959           | 84%            |
| Transfers from Other Funds     | 423,000           | 35,250           | 387,750           |                | 35,250           | 92%            |
| Loan Proceeds                  | 4,000,000         | -                | 4,000,000         |                | -                | 100%           |
| Fund Balance Appropriation     | 75,000            | -                | -                 |                | 75,000           | 0%             |
| <b>Total Revenues</b>          | <b>33,227,487</b> | <b>2,797,140</b> | <b>29,721,540</b> | <b>-</b>       | <b>3,505,947</b> | <b>89%</b>     |
| <b>Expenditures</b>            |                   |                  |                   |                |                  |                |
| Admin (Mayor, HR)              | 541,483           | 33,195           | 490,602           | 1,429          | 49,452           | 91%            |
| Finance                        | 497,649           | 28,148           | 357,165           | -              | 140,484          | 72%            |
| City Clerk/Treasurer           | 182,284           | 10,780           | 121,298           | -              | 60,986           | 67%            |
| City Council                   | 81,915            | 7,428            | 69,858            | -              | 12,057           | 85%            |
| Planning                       | 363,408           | 27,071           | 327,888           | -              | 35,520           | 90%            |
| Physical Plant                 | 520,951           | 34,545           | 412,073           | 486            | 108,391          | 79%            |
| Fleet Maintenance              | 147,399           | 8,194            | 126,776           | 5,816          | 14,807           | 86%            |
| Information Technology         | 856,322           | 57,956           | 747,662           | 42,778         | 65,881           | 87%            |
| Airport                        | 4,032,500         | 402,980          | 3,796,563         | 202,002        | 33,935           | 94%            |
| Permits and Inspections        | 533,122           | 41,264           | 479,114           | 449            | 53,559           | 90%            |
| Nondepartmental                | 641,289           | 7,041            | 565,690           | 4,458          | 71,140           | 88%            |
| Police                         | 11,178,874        | 856,120          | 9,779,734         | 27,875         | 1,371,266        | 87%            |
| Animal Welfare                 | 435,110           | 34,215           | 358,887           | 1,215          | 75,008           | 82%            |
| Municipal District Court       | 862,338           | 61,496           | 745,135           | 199            | 117,004          | 86%            |
| City Attorney                  | 358,174           | 30,349           | 317,138           | 67             | 40,970           | 89%            |
| Fire                           | 9,200,742         | 685,893          | 8,020,477         | 55,493         | 1,124,772        | 87%            |
| Parks                          | 2,838,588         | 196,965          | 2,289,638         | 15,660         | 533,290          | 81%            |
|                                | 33,272,148        | 2,523,640        | 29,005,698        | 357,928        | 3,908,522        | 87%            |
| Transfer to Reserve            | 500,000           | -                | -                 | -              | 500,000          | 0%             |
| <b>Total Expenditures</b>      | <b>33,772,148</b> | <b>2,523,640</b> | <b>29,005,698</b> | <b>357,928</b> | <b>4,408,522</b> | <b>86%</b>     |
| <b>Net Revenue/(Expense)</b>   | <b>(544,661)</b>  |                  | <b>715,842</b>    |                |                  |                |

\*All figures are unaudited

Notes:

1) Budget column is current budget which includes all year-to-date adjustments, if any.

City of Conway  
General Fund  
2014



Fund Balance Appropriations

| <u>Ordinance</u> | <u>Date</u> | <u>Description</u>   | <u>Amount</u>     |
|------------------|-------------|--|-------------------|
| O-14-02          | 1/14/14     | Employee fitness center membership                             | 16,238            |
| O-14-13          | 1/28/14     | Fire dept purchase of air compressor for breathing apparatuses | 19,839            |
| O-14-14          | 1/28/14     | Additional MEMS subsidy  | 27,500            |
| O-14-23          | 2/25/14     | Purchase computers   | 25,548            |
| O-14-25          | 3/18/14     | Repair Planning Dept car                                       | 4,503             |
| O-14-28          | 3/18/14     | Purchase computers   | 107,359           |
| O-14-41          | 5/13/14     | Civil Service Commission expenses                              | 8,751             |
| O-14-67          | 8/12/14     | Civil Service Commission expenses                              | 16,500            |
| O-14-104         | 11/25/14    | Operation Shop Secure for Police Dept                          | 50,000            |
| O-14-105         | 11/25/14    | Employee Appreciation Bonuses                                  | 131,500           |
|                  |             |  | <u>\$ 407,738</u> |

City of Conway  
 Balance Sheet - General Fund  
 For the month ended November 30, 2014



|   |                          |
|---|--------------------------|
| Cash - Operating                            | 4,223,262                |
| Cash - Reserve                              | 1,000,000                |
| Petty Cash                                  | 715                      |
| Taxes Receivable                            | 2,500,000                |
| Accounts Receivable                         | 2,688,471                |
| Due from Street                             | 12,877                   |
| Fleet Inventory                             | 15,539                   |
| Fuel Inventory                              | (36,032)                 |
| <b>Assets</b>                               | <b><u>10,404,835</u></b> |
| Accounts Payable                            | 151,119                  |
| Insurance and Benefits Payable              | (89,230)                 |
| Event Deposits                              | 600                      |
| Due to Other Funds                          | 21,551                   |
| Deferred Revenue                            | 2,575,772                |
| <b>Liabilities</b>                          | <b><u>2,659,812</u></b>  |
| Fund Balance - Committed to cash flow       | 2,000,000                |
| Fund Balance - Committed to reserve         | 1,000,000                |
| Fund Balance - Unassigned                   | 4,745,023                |
| <b>Fund Balance</b>                         | <b><u>7,745,023</u></b>  |
| <b>Total Liabilities &amp; Fund Balance</b> | <b><u>10,404,835</u></b> |

\*All figures are unaudited

City of Conway  
 Monthly Financial Report - Street Fund  
 For the month ended November 30, 2014



|                              | <u>Budget</u>    | <u>Month Activity</u> | <u>Year to Date</u> | <u>Encumbered</u> | <u>(Over)/Under Budget</u> | <u>% Expend/Collect</u> |
|------------------------------|------------------|-----------------------|---------------------|-------------------|----------------------------|-------------------------|
| <b>Revenues</b>              |                  |                       |                     |                   |                            |                         |
| Ad Valorem Tax               | 1,450,000        | 412,672               | 972,877             |                   | 477,123                    | 67%                     |
| Payments in Lieu of Tax      | 15,000           | 11,641                | 11,641              |                   | 3,359                      | 78%                     |
| State Tax Turnback           | 3,402,296        | 290,569               | 3,240,030           |                   | 162,266                    | 95%                     |
| Severance Tax                | 250,000          | 28,899                | 321,564             |                   | (71,564)                   | 129%                    |
| Sales Tax                    | 245,000          | 21,417                | 215,921             |                   | 29,079                     | 88%                     |
| Sign Permits                 | 500              | -                     | 240                 |                   | 260                        | 48%                     |
| Engineering Fees             | 10,000           | 800                   | 7,950               |                   | 2,050                      | 80%                     |
| Insurance Proceeds           | -                | -                     | 10,116              |                   | -                          | -                       |
| Interest Income              | 3,500            | 1,880                 | 17,223              |                   | (13,723)                   | 492%                    |
| Miscellaneous Revenues       | -                | -                     | 2,957               |                   | (2,957)                    | -                       |
| <b>Total Revenues</b>        | <b>5,376,296</b> | <b>767,879</b>        | <b>4,800,519</b>    | <b>-</b>          | <b>585,893</b>             | <b>89%</b>              |
| <b>Expenditures</b>          |                  |                       |                     |                   |                            |                         |
| Personnel Costs              | 2,150,213        | 150,439               | 1,812,258           | -                 | 337,955                    | 84%                     |
| Other Operating Costs        | <u>3,305,012</u> | <u>174,930</u>        | <u>1,841,428</u>    | <u>92,721</u>     | <u>1,370,863</u>           | <u>56%</u>              |
| Total Operating Costs        | 5,455,225        | 325,369               | 3,653,686           | 92,721            | 1,708,818                  | 67%                     |
| Capital Outlay               | <u>289,000</u>   | <u>4,006</u>          | <u>251,143</u>      | <u>105,138</u>    | <u>(67,280)</u>            | <u>87%</u>              |
| <b>Total Expenditures</b>    | <b>5,744,225</b> | <b>329,375</b>        | <b>3,904,828</b>    | <b>197,859</b>    | <b>1,641,538</b>           | <b>68%</b>              |
| <b>Net Revenue/(Expense)</b> | <b>(367,929)</b> |                       | <b>895,691</b>      |                   |                            |                         |

\*All figures are unaudited

Notes:

- 1) Budget column is current budget which includes all year-to-date adjustments, if any.

City of Conway  
Street Fund  
2014



Fund Balance Appropriations

| <u>Ordinance</u> | <u>Date</u> | <u>Description</u>                              | <u>Amount</u>    |
|------------------|-------------|---|------------------|
| O-14-24          | 3/18/14     | New part-time traffic data collector position   | 3,604            |
| O-14-73          | 9/9/14      | Match to Metroplan for adaptive traffic signals | 27,000           |
| O-14-105         | 11/25/14    | Employee Appreciation Bonuses                   | 12,325           |
|                  |             |   | <u>\$ 42,929</u> |



City of Conway  
Balance Sheet - Street Fund  
For the month ended November 30, 2014



|  |                         |
|--|-------------------------|
| Cash - Operating                                   | 2,986,040               |
| Taxes Receivable                                   | 35,000                  |
| Accounts Receivable                                | 1,613,174               |
| Due from Other Funds                               | 6,451                   |
| <b><i>Assets</i></b>                               | <b><u>4,640,695</u></b> |
| Accounts Payable                                   | 36,141                  |
| Due to General                                     | 12,877                  |
| Deferred Revenue                                   | 1,264,754               |
| <b><i>Liabilities</i></b>                          | <b><u>1,313,772</u></b> |
| <b><i>Fund Balance</i></b>                         | <b>3,326,923</b>        |
| <b><i>Total Liabilities &amp; Fund Balance</i></b> | <b><u>4,640,695</u></b> |

\*All figures are unaudited

City of Conway  
 Monthly Financial Report - Sanitation  
 For the month ended November 30, 2014



|                               | <u>Budget</u>     | <u>Month<br/>Activity</u> | <u>Year to<br/>Date</u> | <u>Encumbered</u> | <u>(Over)/Under<br/>Budget</u> | <u>%<br/>Expend/Collect</u> |
|-------------------------------|-------------------|---------------------------|-------------------------|-------------------|--------------------------------|-----------------------------|
| <b>Revenues</b>               |                   |                           |                         |                   |                                |                             |
| Sanitation Fees               | 9,120,000         | 751,346                   | 8,011,327               |                   | 1,108,673                      | 88%                         |
| Proceeds - Recycled Materials | 300,000           | 21,636                    | 421,822                 |                   | (121,822)                      | 141%                        |
| Landfill Fees - General       | 240,000           | 12,304                    | 214,018                 |                   | 25,982                         | 89%                         |
| Insurance Proceeds            | -                 | -                         | 21,882                  |                   | (21,882)                       | -                           |
| Interest Income               | 55,000            | 4,670                     | 47,705                  |                   | 7,295                          | 87%                         |
| Proceeds from Sale of Assets  | -                 | -                         | 495                     |                   | (495)                          | -                           |
| Gain/Loss Disposal of Asset   | -                 | -                         | (1,082)                 |                   | 1,082                          | -                           |
| Miscellaneous Revenues        | -                 | 282                       | 2,955                   |                   | (2,955)                        | -                           |
| <b>Total Revenues</b>         | <b>9,715,000</b>  | <b>790,238</b>            | <b>8,719,122</b>        | <b>-</b>          | <b>995,878</b>                 | <b>90%</b>                  |
| <b>Expenditures</b>           |                   |                           |                         |                   |                                |                             |
| Personnel Costs               | 3,927,958         | 276,135                   | 3,317,767               | -                 | 610,191                        | 84%                         |
| Other Operating Costs         | 3,507,087         | 182,634                   | 2,289,973               | 81,934            | 1,135,181                      | 65%                         |
| Total Operating Costs         | 7,435,045         | 458,769                   | 5,607,740               | 81,934            | 1,745,371                      | 75%                         |
| Capital Outlay                | 2,674,843         | -                         | 898,399                 | 558,824           | 1,217,620                      | 33.6%                       |
| <b>Total Expenditures</b>     | <b>10,109,888</b> | <b>458,769</b>            | <b>6,506,139</b>        | <b>640,757</b>    | <b>2,962,991</b>               | <b>64%</b>                  |
| <b>Net Revenue/(Expense)</b>  | <b>(394,888)</b>  |                           | <b>2,212,983</b>        |                   |                                |                             |

\*All figures are unaudited

Notes:

- 1) Budget column is current budget which includes all year-to-date adjustments, if any.
- 2) Capital outlay is shown here for budgeting purposes, but only depreciation expense will be recorded at year end.

City of Conway  
Sanitation Fund  
2014



Fund Balance Appropriations

| <u>Ordinance</u> | <u>Date</u> | <u>Description</u>                       | <u>Amount</u>     |
|------------------|-------------|--|-------------------|
| O-14-88          | 9/23/14     | Engineering for landfill gas exploration | 101,545           |
| O-14-105         | 11/25/14    | Employee Appreciation Bonuses            | 30,500            |
|                  |             |  | <u>\$ 132,045</u> |

City of Conway  
 Balance Sheet - Sanitation  
 For the month ended November 30, 2014



|  |                          |
|--|--------------------------|
| Cash - Operating                               | 2,981,848                |
| Petty Cash                                     | 200                      |
| Post Closure Cash Account                      | 5,000,529                |
| Due from Other Funds                           | 14,365                   |
| General Inventory                              | 2,122                    |
| Land & Buildings                               | 2,914,029                |
| Infrastructure                                 | 1,236,034                |
| Machinery and Equipment                        | 6,218,271                |
| Vehicles                                       | 36,514                   |
| Computer Equip & Software                      | 4,792                    |
| <b><i>Assets</i></b>                           | <b><u>18,408,705</u></b> |
| Accounts Payable                               | 35,102                   |
| Salaries Payable                               | 318,474                  |
| Net Pension Obligation                         | 855,700                  |
| Accrued Interest Payable                       | 32,255                   |
| 2010 Recycling Note - US Bank                  | 410,587                  |
| Landfill Close/Post Close                      | 4,386,590                |
| <b><i>Liabilities</i></b>                      | <b><u>6,038,707</u></b>  |
| <b><i>Net Assets</i></b>                       | <b><u>12,369,998</u></b> |
| <b><i>Total Liabilities and Net Assets</i></b> | <b><u>18,408,705</u></b> |

**\*All figures are unaudited**

Note: Capital assets shown at book value (cost less accumulated depreciation).

City of Conway  
 Monthly Financial Report - Airport  
 For the month ended November 30, 2014



|                              | <u>Budget</u>   | <u>Month</u><br><u>Activity</u> | <u>Year to</u><br><u>Date</u> | <u>Encumbered</u> | <u>(Over)/Under</u><br><u>Budget</u> | <u>%</u><br><u>Expend/Collect</u> |
|------------------------------|-----------------|---------------------------------|-------------------------------|-------------------|--------------------------------------|-----------------------------------|
| <b>Revenues</b>              |                 |                                 |                               |                   |                                      |                                   |
| Airport Fuel Sales           | 286,000         | 68,116                          | 223,485                       |                   | 62,515                               | 78%                               |
| T-Hangar Rent                | 32,560          | 3,040                           | 28,391                        |                   | 4,169                                | 87%                               |
| Community Hangar Rent        | 6,000           | -                               | -                             |                   | 6,000                                | 0%                                |
| Ground Leases                | 20,250          | -                               | -                             |                   | 20,250                               | 0%                                |
| Miscellaneous Revenues       | 1,000           | 1,105                           | 4,255                         |                   | (3,255)                              | 426%                              |
| <b>Total Revenues</b>        | <b>345,810</b>  | <b>72,261</b>                   | <b>256,130</b>                | <b>-</b>          | <b>89,680</b>                        | <b>74%</b>                        |
| <b>Expenditures</b>          |                 |                                 |                               |                   |                                      |                                   |
| Personnel Costs              | 90,121          | 12,774                          | 52,049                        | -                 | 38,072                               | 58%                               |
| Fuel for Resale              | 230,400         | 67,571                          | 183,594                       | -                 | 46,806                               | 80%                               |
| Other Operating Costs        | 39,150          | 1,428                           | 6,837                         | -                 | 32,313                               | 17%                               |
| Total Operating Costs        | 359,671         | 81,774                          | 242,481                       | -                 | 117,190                              | 67%                               |
| Capital Outlay               | -               | -                               | -                             | -                 | -                                    | 0%                                |
| <b>Total Expenditures</b>    | <b>359,671</b>  | <b>81,774</b>                   | <b>242,481</b>                | <b>-</b>          | <b>117,190</b>                       | <b>67%</b>                        |
| <b>Net Revenue/(Expense)</b> | <b>(13,861)</b> |                                 | <b>13,650</b>                 |                   |                                      |                                   |

\*All figures are unaudited

Notes:

- 1) Budget column is current budget which includes all year-to-date adjustments, if any.
- 2) Capital outlay is shown here for budgeting purposes, but only depreciation expense will be recorded at year end.

City of Conway

Airport Fund

2014

Fund Balance Appropriations



| <u>Ordinance</u> | <u>Date</u> | <u>Description</u>            | <u>Amount</u> |
|------------------|-------------|-------------------------------|---------------|
| O-14-105         | 11/25/14    | Employee Appreciation Bonuses | 1,200         |

City of Conway  
Balance Sheet - Airport  
For the month ended November 30, 2014



|  |                      |
|--|----------------------|
| Cash - Operating                                   | 6,992                |
| Accounts Receivable - Fuel Vendor                  | 6,657                |
| <b><i>Assets</i></b>                               | <b><u>13,649</u></b> |
| Accounts Payable                                   | -                    |
| <b><i>Liabilities</i></b>                          | <b><u>-</u></b>      |
| <b><i>Fund Balance</i></b>                         | <b><u>13,649</u></b> |
| <b><i>Total Liabilities &amp; Fund Balance</i></b> | <b><u>13,649</u></b> |

\*All figures are unaudited

City of Conway  
Monthly Financial Report - Major Project Funds  
For the month ended November 30, 2014



Parks and Rec A&P Tax

|                   |            |
|-------------------|------------|
| Balance, 10/31/14 | 959,211    |
| Receipts          | 240,587    |
| Payments          | (505,873)  |
| Balance, 11/30/14 | \$ 693,925 |

Pay as you go Sales Tax

|                   |              |
|-------------------|--------------|
| Balance, 10/31/14 | 1,323,162    |
| Receipts          | 282,591      |
| Payments          | (47,584)     |
| Balance, 11/30/14 | \$ 1,558,169 |

Street Impact Fees

|                   |            |
|-------------------|------------|
| Balance, 10/31/14 | 365,979    |
| Receipts          | 15,120     |
| Payments          | (123,671)  |
| Balance, 11/30/14 | \$ 257,428 |

Parks Impact Fees

|                   |            |
|-------------------|------------|
| Balance, 10/31/14 | 126,205    |
| Receipts          | 6,980      |
| Payments          | -          |
| Balance, 11/30/14 | \$ 133,184 |





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

**AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF CONWAY, ARKANSAS, FOR THE FISCAL YEAR JANUARY 1, 2015 THROUGH DECEMBER 31, 2015, AND PROVIDING THAT THE AMOUNTS STATED IN THE BUDGET DOCUMENT AS ADOPTED EXPENDITURES SHALL BECOME APPROPRIATED FOR THE VARIOUS FUNCTIONS AND ACTIVITIES SPECIFIED IN SAID BUDGET DOCUMENT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:**

**Whereas**, the Mayor of the City of Conway has submitted to the City Council a budget for the fiscal year 2015.

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

**Section 1.** A Budget for the fiscal year 2015 for the City of Conway, Arkansas; providing a total appropriation for the following funds:

|   | <u>Revenue</u>   | <u>Expenditures</u> |
|---|------------------|---------------------|
| General                                   | \$29,836,550     | \$29,789,049        |
| Street                                    | 5,587,931        | 5,587,931           |
| Sanitation                                | 9,344,000        | 9,320,381           |
| Airport                                   | 1,079,250        | 1,044,093           |
| Parks and Rec Ad Val                      | 23,500           | -0-                 |
| Animal Welfare Ad Val                     | 14,000           | -0-                 |
| Spay & Neuter Program                     | 45,000           | 50,000              |
| Court Automation                          | 86,400           | 120,000             |
| Conway Corp Franchise Fee                 | 620,000          | 540,000             |
| A&P Parks and Recreation                  | 2,886,000        | 98,041              |
| Pay as You Go Sales Tax (Street & Police) | 3,203,600        | 3,200,000           |
| Street Impact                             | 353,600          | -0-                 |
| Parks Impact                              | 151,200          | -0-                 |
| Bonded Debt Service                       | 3,192,970        | 3,192,970           |
| Non Uniform Pension                       | <u>2,093,500</u> | <u>1,423,600</u>    |
| Total Budget                              | \$58,517,501     | \$54,357,565        |

**Section 2.** From the effective date of the budget, to wit: January 1, 2015, the several amounts as stated therein as adopted expenditures shall be and are hereby appropriated for the several purposes, functions and activities within the various departments, offices and agencies specified therein.

**Section 3.** The Mayor is directed to cause the proper accounting entries to be made in the books and records of the City so as to reflect the appropriations for the aforesaid fiscal year, and he is further directed to file a certified copy of the adopted budget for the fiscal year with the City Clerk of the City of Conway, Arkansas.

**Section 4.** For those funds in which budgeted expenditures exceed revenues, City Council authorizes that Fund Balance (unrestricted reserves) will be utilized to pay for actual expenditures during the year that are in excess of actual revenues.

**Section 5.** All ordinances in conflict herewith are repealed to the extent of that conflict.

**Section 6.** 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 23<sup>rd</sup> day of December 2014.

**Approved:**

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**Mayor Tab Townsell**

**Attest:**

---

**Michael O. Garrett**  
City Clerk



City of Conway, Arkansas  
Ordinance No. O-14-\_\_\_\_\_

**AN ORDINANCE AMENDING SECTION 4.56 OF THE CONWAY MUNICIPAL CODE, REPEALING IN THEIR ENTIRETY ORDINANCE NO'S. O-09-140, O-04-122, O-04-85, O-04-61, O-04-49 AND O-00-139; DECLARING AN EMERGENCY; AND ALL OTHER PURPOSES**

**Whereas**, the City of Conway ("City") desires to have access to quality wrecker and towing services for the public utilizing the streets within the corporate limits of the City when circumstances require the City to initiate a call for such services.

**Whereas**, the City intends to provide a uniform process for wrecker and towing operations based in Conway to meet the needs of the City.

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

**Section 1. Definitions:**

As used in this Ordinance, the listed terms are defined as follows:

1. *Application Period*: The initial period will begin upon the adoption of this Ordinance and run for a period of three weeks. Thereafter, the period of time beginning on October 1<sup>st</sup> and ending November 30<sup>th</sup> every year during which time the City accepts application packets from wrecker or towing companies who either wish to remain on or be placed on the list of Providers.
2. *Company*: Wrecker or towing company submitting an application to be placed on the rotational list of qualified wrecker or towing service providers being used by the City.
3. *Provider*: Wrecker or towing company selected from the pool of Company applicants meeting the requirements and conditions set forth herein and placed in the rotation for use by the City after a random draw.
4. *Rotation*: List of Providers selected by random draw. The order in which the Provider is selected will determine its place and corresponding month to be on-call for the City
5. *Rotational Term*: The period of time it takes to sequentially cycle through the list of Providers once. After the last Provider completes its on-call month, the next on-call month will be first Provider on the list and the Rotation will begin again.
6. *Service(s)*: Wrecker or towing services requested by the City
7. *Towed vehicle*: Any vehicle towed at the request of the City.
8. *Light Duty Vehicle*: All vehicles having a Gross Vehicle Weight Rating (GVWR) of up to one (1) ton.
9. *Medium Duty Vehicle*: All vehicles having a GVWR of more than one (1) ton and not exceeding two and a half (2 ½) tons.
10. *Heavy Duty Vehicle*: All vehicles having a GVWR of more than two and a half (2 ½) tons.
11. Any other words are to be defined by industry standard, common usage or plain meaning.

**Section 2. Application Procedure:**

Any Company with a base of operations in the City limits or extraterritorial jurisdiction of the City that wishes to provide Services must submit an application packet after adoption of this Ordinance.

An application packet will also be required for current Providers wanting to maintain their place in the Rotation.

Companies and Providers must submit a complete application packet during the Application Period. Any incomplete application packets will not be considered. It is the responsibility of the Companies and Providers to provide a complete application. Once the Application Period is closed no other applications will be accepted by the City.

Required documents and information in the application packet:

1. Letter of Interest that identifies:
  - a. Company's owner(s).
  - b. Company's physical location.
  - c. Storage area(s) location if different from physical location.
  - d. Company's contact information to include phone number and email address.
  - e. Any and all licenses and copies of current Approved Tow Vehicle Safety Equipment Inspection Forms for each tow vehicle to be used while providing Services to the City with the permit number referenced for consensual and non-consensual towing as required by the Arkansas Towing and Recovery Board.
  - f. Any disciplinary action taken against Company by Arkansas Towing and Recovery Board for within (5) years prior to the current application packet being submitted.

2. Proof of ownership or lease showing Company has legal possession the following: (a) 2 – One (1) ton light duty wreckers (b) 1 – Twenty five (25) ton rated wrecker with tandem rear axles (c) 1 – One and one half (1.5) ton or heavier rollback (flatbed).

Ownership or lease must be maintained at all times on all tow vehicles used to provide Service for the City while in the Rotation.

3. Proof Company is covered by general liability insurance of at least \$750,000 or the minimum amount required by the Arkansas Towing and Recovery Board, whichever is higher.
4. Company must have the following insurance coverage for on-hook vehicles or Arkansas Towing and Recovery Board required minimum, whichever is higher.
  - a. Light Duty - \$50,000 limit
  - b. Medium Duty - \$100,000 limit
  - c. Heavy Duty - \$200,000 limit

All Companies meeting the requirements and conditions set forth herein will be placed in the random draw for a place in the Rotation. Once a Company is selected from the random draw it will become a Provider and be placed on the Rotation until such time it is voluntarily or involuntarily removed or fails to reapply. The order of the Rotation is determine by the order in which a Provider is drawn. To hold its spot in the Rotation a Provider must reapply every Application Period. After the initial Rotation is determined and new Providers are added as a result of subsequent Application Periods and drawings, those new Providers will be placed at the end of the current Rotation.

**Section 3: Requirements of Providers**

To achieve and maintain Provider status, Company/Provider:

- A. Shall provide a base of operations and secured storage area within the City limits or extraterritorial jurisdiction of the City and be accessible to the public.

## DRAFT - one rotation / monthly rotation

- B. Must have a secure storage area with a suitable fence at least six (6) feet in height with two (2) feet barbed or razor wire on top and lockable gate(s). Storage area must be monitored by continuous video surveillance. Video surveillance video must be kept for a minimum of 30 days and be made available to City upon request.
- C. Be prepared to provide Services whenever the City calls for Service. If the Provider is nonresponsive or fails to arrive within a reasonable time as determined by the City, then the next Provider in the Rotation will be contacted for Service.
- D. Be subject to the supervision of the Conway Police Department and its patrolmen who will inspect the area after any accident to see Provider has performed its services satisfactorily.
- E. Be required to provide Services with courtesy and professionalism.
- F. Clearly and prominently inform on any invoice, list of fees or related documents made available to a citizen that a complaint concerning Services provided should be made to the office of the Conway Police Chief, telephone number 501-450-6126.
- G. List the City as a Certificate Holder on insurance Certificate(s) and provide proof of such. All insurance coverage must meet or exceed the limits required by this Ordinance. If required insurance is terminated for any reason, Provider will be immediately removed from the Rotation and must cease all Services provided to the City until further notice.
- H. Shall be in full compliance with all state and local license requirements, A.C.A §27-50-1101, the Conway Code, and be properly licensed and permitted and in good standing with the Arkansas Towing and Recovery Board. Provider must report any change in status immediately to the City.

### Section 4. Towing, Storage and Other Allowable Fees.

- 1. Light Duty Vehicles:
  - a. In town tow charge will not exceed \$85.00.
  - b. Winch fee per ½ hour (if needed) will not exceed \$20.00.
  - c. On-scene time fee will not exceed \$40.00 per hour. On scene time for purposes of fee charged, begins after the first 30 minutes and is charged per vehicle on scene, not per franchisee' employees on scene.
  - d. Storage per 24 hour period (outside) will not exceed \$25.00.
  - e. Storage per 24 hour period (inside) will not exceed \$50.00.
  - f. Storage fee per any 24 hour period (combination of inside and outside) will not exceed \$50.00.
  - g. Provider will be required to sweep and haul away all debris, glass, and metal parts of automobiles damaged at the scene of an accident. Clean up fees if needed will never exceed \$20.00 per call and a \$10.00 charge if oil dry is used.
- 2. Medium Duty Vehicles:
  - a. In town tow charge will not exceed \$115.00.
  - b. Winch fee per ½ hour (if needed) will not exceed \$50.00.
  - c. On-scene time fee will not exceed \$125.00 per hour. On scene time for purpose of fee charged, begins after the first 30 minutes and is charged per vehicle on scene, not per franchisee' employees on scene.
  - d. Storage per 24 hour period (outside) will not exceed \$25.00.
  - e. Provider will be required to sweep and haul away all debris, glass, and metal parts of automobiles damaged at the scene of an accident and any cargo that has spilled onto the roadway. Clean up fees if needed will never exceed \$20.00 per call unless there is cargo spillage and an itemized bill will be prepared detailing the cost to the customer. An additional \$10.00 per bag may be charged if oil dry is required for fluid clean-up.

3. Heavy Duty Vehicles:
  - a. In town tow charges will not exceed \$386.00
  - b. Winch fee per ½ hour (if needed) will not exceed \$150.00
  - c. On-scene time fee will not exceed \$125.00. On scene time begins after the first 30 minutes and is charged per vehicle on scene, not per franchisee' employees on scene.
  - d. Storage per 24 hour period (outside) will not exceed \$50.00 for semi-tractor
  - e. Storage per 24 hour period (outside) will not exceed \$50.00 for semi-trailer.
  - f. Provider will be required to sweep and haul away all debris, glass, and metal parts of automobiles damaged at the scene of an accident and any cargo that has spilled onto the roadway. Clean up fees if needed will never exceed \$50.00 per hour per employee needed for cleanup. An additional \$10.00 per bag may be charged if oil dry is required for fluid clean-up. If specialized equipment is needed for clean-up of cargo, an itemized bill will be prepared for customers to show charges.
  
4. Releasing of Vehicles:

After a vehicle has been placed in the storage area, Provider may charge an additional fee of no more than \$30.00 to release the vehicle between the hours of 6:00 p.m. and 8:00 a.m. or on Sundays or federally recognized holidays where federal employees are not scheduled to work. No additional fees may be charged to release vehicles during periods other than those stated above.
  
5. Administration Fee:

Any administration fee charged shall not exceed \$25.00 per tow.
  
6. Notification Fee:

Any notification (letter) fee charged will be in accordance with the Arkansas Towing and Recovery Board rules and regulations.
  
7. Crash wraps or tarp:

Wraps or tarp charges will not exceed \$10.00 for any class of vehicle. Provider will note on tow slip the name of City employee or citizen who requested tarp or wrap.
  
8. City-Owned Vehicles:

When Services are performed within the City limits involving City-owned light vehicles, Services will be at no charge to the City. Charges and fees will apply for Services performed on City-owned medium and heavy vehicles or City-owned light vehicles outside the City limits.

**Section 5. Vehicle Holds:**

When the City places official hold on a vehicle, the agent or owner must secure a written release from the Conway Police Department. The storage fee for vehicles held for forfeiture by the City will be \$1.00 per day. Provider shall not release such a held vehicle without a properly executed, official release from the Conway Police Department.

When the City has no official hold on the a vehicle towed by request of the City and held in custody of the Provider, the Provider shall provide a copy of the list of permissible and actual charges to the owner or agent of the vehicle custody upon vehicle redemption. This list will have a space in which the agent or owner of the vehicle in custody will sign that she/he has read the list.

**Section 6. Inspections:**

All tow slips and related documents will be available for inspection by the City for any tow related complaint by the public from provided Services. Provider shall submit to a random inspection of tow documents and storage area for inspection to ensure compliance with this Ordinance. Companies and Providers will be subject to inspection of storage areas to ensure compliance with this Ordinance both during submission of initial application, renewal application or random inspection.

**Section 7. Penalties:**

Provider's place in the Rotation is subject to suspension or cancellation at any time by the City. Any Provider that is found to have violated any provision of this Ordinance may be removed from the Rotation and banned from reapplying to be placed back in the Rotation or future Rotations.

Violations shall be determine by the Conway Police Department designee. The designee will also determine the consequence of the violation(s). The decision of the designee may be reviewed by the Conway Chief of Police if a review is requested in writing by the Provider within five (5) business days of the decision of the designee. The decision of the Conway Chief of Police upon review shall be final.

**Section 8.** With adoption of this Ordinance, Ordinance No's. O-09-140, O-04-122, O-04-85, O-04-61, O-04-49, & O-00-139 are hereby repealed in their entirety.

**Section 9.** Resolution No. R-04-20 and Resolution No. R-04-29 are hereby repealed in their entirety.

**Section 10.** That this Ordinance is necessary for the protection of the peace, health and safety of the citizens of Conway, and therefore, an emergency is declared to exist, and this ordinance shall go into effect from and after its passage and approval.

**PASSED** this 23rd day of December, 2014.

**Approved:**

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

**Attest:**

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



City of Conway, Arkansas  
Ordinance No. O-14-\_\_\_\_\_

**AN ORDINANCE AMENDING SECTION 4.56 OF THE CONWAY MUNICIPAL CODE, REPEALING IN THEIR ENTIRETY ORDINANCE NO'S. O-09-140, O-04-122, O-04-85, O-04-61, O-04-49 AND O-00-139; DECLARING AN EMERGENCY; AND ALL OTHER PURPOSES**

**Whereas**, the City of Conway ("City") desires to have access to quality wrecker and towing services for the public utilizing the streets within the corporate limits of the City when circumstances require the City to initiate a call for such services.

**Whereas**, the City intends to provide a uniform process for wrecker and towing operations based in Conway to meet the needs of the City.

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

**Section 1. Definitions:**

As used in this Ordinance, the listed terms are defined as follows:

1. *Application Period*: The initial period will begin upon the adoption of this Ordinance and run for a period of three weeks. Thereafter, the period of time beginning on October 1<sup>st</sup> and ending November 30<sup>th</sup> every year during which time the City accepts application packets from wrecker or towing companies who either wish to remain on or be placed on the list of Providers.
2. *Company*: Wrecker or towing company submitting an application to be placed on the rotational list of qualified wrecker or towing service providers being used by the City.
3. *Provider*: Wrecker or towing company selected from the pool of Company applicants meeting the requirements and conditions set forth herein and placed in the rotation for use by the City after a random draw.
4. *Rotation*: List of Providers selected by random draw. The order in which the Provider is selected will determine its place and corresponding month to be on-call for the City
5. *Rotational Term*: The period of time it takes to sequentially cycle through the list of Providers once. After the last Provider completes its on-call month, the next on-call month will be first Provider on the list and the Rotation will begin again.
6. *Service(s)*: Wrecker or towing services requested by the City
7. *Towed vehicle*: Any vehicle towed at the request of the City.
8. *Light Duty Vehicle*: All vehicles having a Gross Vehicle Weight Rating (GVWR) of up to one (1) ton.
9. *Medium Duty Vehicle*: All vehicles having a GVWR of more than one (1) ton and not exceeding two and a half (2 ½) tons.
10. *Heavy Duty Vehicle*: All vehicles having a GVWR of more than two and a half (2 ½) tons.
11. Any other words are to be defined by industry standard, common usage or plain meaning.



**Section 2. Application Procedure:**

Any Company with a base of operations in the City limits or extraterritorial jurisdiction of the City that wishes to provide Services must submit an application packet after adoption of this Ordinance.

An application packet will also be required for current Providers wanting to maintain their place in the Rotation.

Companies and Providers must submit a complete application packet during the Application Period. Any incomplete application packets will not be considered. It is the responsibility of the Companies and Providers to provide a complete application. Once the Application Period is closed no other applications will be accepted by the City.

Required documents and information in the application packet:

1. Letter of Interest that identifies:
  - a. Company's owner(s).
  - b. Company's physical location.
  - c. Storage area(s) location if different from physical location.
  - d. Company's contact information to include phone number and email address.
  - e. Any and all licenses and copies of current Approved Tow Vehicle Safety Equipment Inspection Forms for each tow vehicle to be used while providing Services to the City with the permit number referenced for consensual and non-consensual towing as required by the Arkansas Towing and Recovery Board.
  - f. Any disciplinary action taken against Company by Arkansas Towing and Recovery Board for within (5) years prior to the current application packet being submitted.

2. Proof of ownership or lease showing Company has legal possession the following: (a) 2 – One (1) ton light duty wreckers (b) 1 – Twenty five (25) ton rated wrecker with tandem rear axles (c) 1 – One and one half (1.5) ton or heavier rollback (flatbed).

Ownership or lease must be maintained at all times on all tow vehicles used to provide Service for the City while in the Rotation.

3. Proof Company is covered by general liability insurance of at least \$750,000 or the minimum amount required by the Arkansas Towing and Recovery Board, whichever is higher.
4. Company must have the following insurance coverage for on-hook vehicles or Arkansas Towing and Recovery Board required minimum, whichever is higher.
  - a. Light Duty - \$50,000 limit
  - b. Medium Duty - \$100,000 limit
  - c. Heavy Duty - \$200,000 limit

All Companies meeting the requirements and conditions set forth herein will be placed in the random draw for a place in the Rotation. Once a Company is selected from the random draw it will become a Provider and be placed on the Rotation until such time it is voluntarily or involuntarily removed or fails to reapply. The order of the Rotation is determined by the order in which a Provider is drawn. To hold its spot in the Rotation a Provider must reapply every Application Period. After the initial Rotation is determined and new Providers are added as a result of subsequent Application Periods and drawings, those new Providers will be placed at the end of the current Rotation.

**Section 3: Requirements of Providers**

To achieve and maintain Provider status, Company/Provider:

- A. Shall provide a base of operations and secured storage area within the City limits or extraterritorial jurisdiction of the City and be accessible to the public.

## DRAFT - one rotation / monthly rotation

- B. Must have a secure storage area with a suitable fence at least six (6) feet in height with two (2) feet barbed or razor wire on top and lockable gate(s). Storage area must be monitored by continuous video surveillance. Video surveillance video must be kept for a minimum of 30 days and be made available to City upon request.
- C. Be prepared to provide Services whenever the City calls for Service. If the Provider is nonresponsive or fails to arrive within a reasonable time as determined by the City, then the next Provider in the Rotation will be contacted for Service.
- D. Be subject to the supervision of the Conway Police Department and its patrolmen who will inspect the area after any accident to see Provider has performed its services satisfactorily.
- E. Be required to provide Services with courtesy and professionalism.
- F. Clearly and prominently inform on any invoice, list of fees or related documents made available to a citizen that a complaint concerning Services provided should be made to the office of the Conway Police Chief, telephone number 501-450-6126.
- G. List the City as a Certificate Holder on insurance Certificate(s) and provide proof of such. All insurance coverage must meet or exceed the limits required by this Ordinance. If required insurance is terminated for any reason, Provider will be immediately removed from the Rotation and must cease all Services provided to the City until further notice.
- H. Shall be in full compliance with all state and local license requirements, A.C.A §27-50-1101, the Conway Code, and be properly licensed and permitted and in good standing with the Arkansas Towing and Recovery Board. Provider must report any change in status immediately to the City.

### Section 4. Towing, Storage and Other Allowable Fees.

- 1. Light Duty Vehicles:
  - a. In town tow charge will not exceed \$85.00.
  - b. Winch fee per ½ hour (if needed) will not exceed \$20.00.
  - c. On-scene time fee will not exceed \$40.00 per hour. On scene time for purposes of fee charged, begins after the first 30 minutes and is charged per vehicle on scene, not per franchisee' employees on scene.
  - d. Storage per 24 hour period (outside) will not exceed \$25.00.
  - e. Storage per 24 hour period (inside) will not exceed \$50.00.
  - f. Storage fee per any 24 hour period (combination of inside and outside) will not exceed \$50.00.
  - g. Provider will be required to sweep and haul away all debris, glass, and metal parts of automobiles damaged at the scene of an accident. Clean up fees if needed will never exceed \$20.00 per call and a \$10.00 charge if oil dry is used.
- 2. Medium Duty Vehicles:
  - a. In town tow charge will not exceed \$115.00.
  - b. Winch fee per ½ hour (if needed) will not exceed \$50.00.
  - c. On-scene time fee will not exceed \$125.00 per hour. On scene time for purpose of fee charged, begins after the first 30 minutes and is charged per vehicle on scene, not per franchisee' employees on scene.
  - d. Storage per 24 hour period (outside) will not exceed \$25.00.
  - e. Provider will be required to sweep and haul away all debris, glass, and metal parts of automobiles damaged at the scene of an accident and any cargo that has spilled onto the roadway. Clean up fees if needed will never exceed \$20.00 per call unless there is cargo spillage and an itemized bill will be prepared detailing the cost to the customer. An additional \$10.00 per bag may be charged if oil dry is required for fluid clean-up.

3. Heavy Duty Vehicles:
  - a. In town tow charges will not exceed \$386.00
  - b. Winch fee per ½ hour (if needed) will not exceed \$150.00
  - c. On-scene time fee will not exceed \$125.00. On scene time begins after the first 30 minutes and is charged per vehicle on scene, not per franchisee' employees on scene.
  - d. Storage per 24 hour period (outside) will not exceed \$50.00 for semi-tractor
  - e. Storage per 24 hour period (outside) will not exceed \$50.00 for semi-trailer.
  - f. Provider will be required to sweep and haul away all debris, glass, and metal parts of automobiles damaged at the scene of an accident and any cargo that has spilled onto the roadway. Clean up fees if needed will never exceed \$50.00 per hour per employee needed for cleanup. An additional \$10.00 per bag may be charged if oil dry is required for fluid clean-up. If specialized equipment is needed for clean-up of cargo, an itemized bill will be prepared for customers to show charges.
  
4. Releasing of Vehicles:

After a vehicle has been placed in the storage area, Provider may charge an additional fee of no more than \$30.00 to release the vehicle between the hours of 6:00 p.m. and 8:00 a.m. or on Sundays or federally recognized holidays where federal employees are not scheduled to work. No additional fees may be charged to release vehicles during periods other than those stated above.
  
5. Administration Fee:

Any administration fee charged shall not exceed \$25.00 per tow.
  
6. Notification Fee:

Any notification (letter) fee charged will be in accordance with the Arkansas Towing and Recovery Board rules and regulations.
  
7. Crash wraps or tarp:

Wraps or tarp charges will not exceed \$10.00 for any class of vehicle. Provider will note on tow slip the name of City employee or citizen who requested tarp or wrap.
  
8. City-Owned Vehicles:

When Services are performed within the City limits involving City-owned light vehicles, Services will be at no charge to the City. Charges and fees will apply for Services performed on City-owned medium and heavy vehicles or City-owned light vehicles outside the City limits.

**Section 5. Vehicle Holds:**

When the City places official hold on a vehicle, the agent or owner must secure a written release from the Conway Police Department. The storage fee for vehicles held for forfeiture by the City will be \$1.00 per day. Provider shall not release such a held vehicle without a properly executed, official release from the Conway Police Department.

When the City has no official hold on the a vehicle towed by request of the City and held in custody of the Provider, the Provider shall provide a copy of the list of permissible and actual charges to the owner or agent of the vehicle custody upon vehicle redemption. This list will have a space in which the agent or owner of the vehicle in custody will sign that she/he has read the list.

**Section 6. Inspections:**

All tow slips and related documents will be available for inspection by the City for any tow related complaint by the public from provided Services. Provider shall submit to a random inspection of tow documents and storage area for inspection to ensure compliance with this Ordinance. Companies and Providers will be subject to inspection of storage areas to ensure compliance with this Ordinance both during submission of initial application, renewal application or random inspection.

**Section 7. Penalties:**

Provider's place in the Rotation is subject to suspension or cancellation at any time by the City. Any Provider that is found to have violated any provision of this Ordinance may be removed from the Rotation and banned from reapplying to be placed back in the Rotation or future Rotations.

Violations shall be determine by the Conway Police Department designee. The designee will also determine the consequence of the violation(s). The decision of the designee may be reviewed by the Conway Chief of Police if a review is requested in writing by the Provider within five (5) business days of the decision of the designee. The decision of the Conway Chief of Police upon review shall be final.

**Section 8.** With adoption of this Ordinance, Ordinance No's. O-09-140, O-04-122, O-04-85, O-04-61, O-04-49, & O-00-139 are hereby repealed in their entirety.

**Section 9.** Resolution No. R-04-20 and Resolution No. R-04-29 are hereby repealed in their entirety.

**Section 10.** That this Ordinance is necessary for the protection of the peace, health and safety of the citizens of Conway, and therefore, an emergency is declared to exist, and this ordinance shall go into effect from and after its passage and approval.

**PASSED** this 23rd day of December, 2014.

**Approved:**

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

**Attest:**

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

## DRAFT – two rotations / monthly rotation



City of Conway, Arkansas  
Ordinance No. O-14-\_\_\_\_

### AN ORDINANCE AMENDING SECTION 4.56 OF THE CONWAY MUNICIPAL CODE, REPEALING IN THEIR ENTIRETY ORDINANCE NO'S. O-09-140, O-04-122, O-04-85, O-04-61, O-04-49 AND O-00-139; DECLARING AN EMERGENCY; AND ALL OTHER PURPOSES

**Whereas**, the City of Conway ("City") desires to have access to quality wrecker and towing services for the public utilizing the streets within the corporate limits of the City when circumstances require the City to initiate a call for such services.

**Whereas**, the City intends to provide a uniform process for wrecker and towing operations based in Conway to meet the needs of the City.

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

#### Section 1. Definitions:

As used in this Ordinance, the listed terms are defined as follows:

1. *Application Period*: The initial period will begin upon the adoption of this Ordinance and run for a period of three weeks. Thereafter, the period of time beginning on October 1<sup>st</sup> and ending November 30<sup>th</sup> every year during which time the City accepts application packets from wrecker or towing companies who either wish to remain on or be placed on one or both of the lists of Providers.
2. *Company*: Wrecker or towing company submitting an application to be placed on a rotational list of qualified wrecker or towing service providers being used by the City.
3. *Provider*: Wrecker or towing company selected from the pool of Company applicants meeting the requirements and conditions set forth herein and placed in a rotation for use by the City after a random draw.
4. *Rotation*: List of Providers selected by random draw. The order in which the Provider is selected will determine its place and corresponding month to be on-call for the City.
5. *Rotational Term*: The period of time it takes to sequentially cycle through the list of Providers once. After the last Provider completes its on-call month, the next on-call month will be first Provider on the list and the Rotation will begin again.
6. *Service(s)*: Wrecker or towing service requested by the City.
7. *Towed vehicle*: Any vehicle towed at the request of the City.
8. *Light Duty Vehicle*: All vehicles having a Gross Vehicle Weight Rating (GVWR) of up to one (1) ton.
9. *Medium Duty Vehicle*: All vehicles having a GVWR of more than one (1) ton and not exceeding two and a half (2 ½) tons.
10. *Heavy Duty Vehicle*: All vehicles having a GVWR of more than two and a half (2 ½) tons.
11. Any other words are to be defined by industry standard, common usage or plain meaning.

## **DRAFT – two rotations / monthly rotation**

### **Section 2. Application Procedure:**

Any Company with a base of operations in the City limits or extraterritorial jurisdiction of the City that wishes to provide Services must submit an application packet after adoption of this Ordinance.

An application packet will also be required for current Providers wanting to maintain their place in the Rotation(s).

Companies and Providers must submit a complete application packet during the Application Period. Any incomplete application packets will not be considered. It is the responsibility of the Companies and Providers to provide a complete application. Once the Application Period is closed no other applications will be accepted by the City.

A Company may apply to be placed on the Light Duty Rotation or the Medium and Heavy Rotation, or both. The Company's application must specify which Rotation or Rotations they are requesting to be placed on.

Required documents and information in the application packet:

1. Letter of Interest that identifies:
  - a. Clearly and prominently state if the Company is apply for the Light Duty Rotation or the Medium and Heavy Duty Rotation or both.
  - b. Company's owner(s).
  - c. Company's physical location.
  - d. Storage area(s) location if different from physical location.
  - e. Company's contact information to include phone number and email address.
  - f. Any and all licenses and copies of current Approved Tow Vehicle Safety Equipment Inspection Forms for each tow vehicle to be used while providing Services to the City with the permit number referenced for consensual and non-consensual towing as required by the Arkansas Towing and Recovery Board.
  - g. Any disciplinary action taken against Company by Arkansas Towing and Recovery Board for within (5) years prior to the current application packet being submitted.

2. Proof of ownership or lease showing Company has legal possession the following:

For Light Duty Rotation applications: 2 – One (1) ton light duty wreckers

For Medium and Heavy Duty Rotation applications:

- a. 1 – Twenty five (25) ton rated wrecker with tandem rear axles, and
- b. 1 – One and one half (1.5) ton or heavier rollback (flatbed).

Ownership or lease must be maintained at all times on all tow vehicles used to provide Service for the City while in the Rotation.

3. Proof Company is covered by general liability insurance of at least \$750,000 or the minimum amount required by the Arkansas Towing and Recovery Board, whichever is higher.
4. Company must have following insurance coverage for on-hook vehicles or Arkansas Towing and Recovery Board required minimum, whichever is higher.
  - a. Light Duty Rotation Application: \$50,000 limits per tow
  - b. Medium and Heavy Duty Rotation applications: \$200,000 limits per tow

All Companies meeting the requirements and conditions set forth herein will be placed in the random draw for a place in the Rotation or Rotations for which they are submitting an application. Once a Company is selected from the random draw it will become a Provider and be placed on the Rotation or Rotations until such time it is voluntarily or involuntarily removed or fails to reapply. The order of the Rotations is determine by the order in which a Provider is drawn. To hold its spot in the Rotation or Rotations a Provider must reapply every Application Period. After the initial

## **DRAFT – two rotations / monthly rotation**

Rotations are determined and new Providers are added as a result of subsequent Application Periods and drawings, those new Providers will be placed at the end of the current Rotations.

### **Section 3: Requirements of Providers**

To achieve and maintain Provider status, Company/Provider:

- A. Shall provide a base of operations and secured storage area within the City limits or extraterritorial jurisdiction of the City and be accessible to the public.
- B. Must have a secure storage area with a suitable fence at least six (6) feet in height with two (2) feet barbed or razor wire on top and lockable gate(s). Storage area must be monitored by continuous video surveillance. Video surveillance video must be kept for a minimum of 30 days and be made available to City upon request.
- C. Be prepared to provide Services whenever the City calls for Service. If the Provider is nonresponsive or fails to arrive within a reasonable time as determined by the City, then the next Provider in the Rotation will be contacted for Service.
- D. Be subject to the supervision of the Conway Police Department and its patrolmen who will inspect the area after any accident to see Provider has performed its services satisfactorily.
- E. Be required to provide Services with courtesy and professionalism.
- F. Clearly and prominently inform on any invoice, list of fees or related documents made available to a citizen that a complaint concerning Services provided should be made to the office of the Conway Police Chief, telephone number 501-450-6126.
- G. List the City as a Certificate Holder on insurance Certificate(s) and provide proof of such. All insurance coverage must meet or exceed the limits required by this Ordinance. If required insurance is terminated for any reason, Provider will be immediately removed from the Rotation(s) and must cease all Services provided to the City until further notice.
- H. Shall be in full compliance with all state and local license requirements, A.C.A §27-50-1101, the Conway Code, and be properly licensed and permitted and in good standing with the Arkansas Towing and Recovery Board. Provider must report any change in status immediately to the City.

### **Section 4. Towing, Storage and Other Allowable Fees.**

1. Light Duty Vehicles:
  - a. In town tow charge will not exceed \$85.00.
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  - g. Provider will be required to sweep and haul away all debris, glass, and metal parts of automobiles damaged at the scene of an accident. Clean up fees if needed will never exceed \$20.00 per call and a \$10.00 charge if oil dry is used.
2. Medium Duty Vehicles:
  - a. In town tow charge will not exceed \$115.00.

## **DRAFT – two rotations / monthly rotation**

- b. Winch fee per ½ hour (if needed) will not exceed \$50.00.
  - c. On-scene time fee will not exceed \$125.00 per hour. On scene time for purpose of fee charged, begins after the first 30 minutes and is charged per vehicle on scene, not per franchisee' employees on scene.
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## **DRAFT – two rotations / monthly rotation**

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### **Section 7. Penalties:**

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Violations shall be determine by the Conway Police Department designee. The designee will also determine the consequence of the violation(s). The decision of the designee may be reviewed by the Conway Chief of Police if a review is requested in writing by the Provider within five (5) business days of the decision of the designee. The decision of the Conway Chief of Police upon review shall be final.

**Section 8.** With adoption of this Ordinance, Ordinance No's. O-09-140, O-04-122, O-04-85, O-04-61, O-04-49, & O-00-139 are hereby repealed in their entirety.

**Section 9.** Resolution No. R-04-20 and Resolution No. R-04-29 are hereby repealed in their entirety.

**Section 10.** That this Ordinance is necessary for the protection of the peace, health and safety of the citizens of Conway, and therefore, an emergency is declared to exist, and this ordinance shall go into effect from and after its passage and approval.

**PASSED** this 23rd day of December, 2014.

**Approved:**

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**Mayor Tab Townsell**

**Attest:**

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

*Michael O. Garrett*  
*Clerk-Treasurer*  
[cityclerk@cityofconway.org](mailto:cityclerk@cityofconway.org)



*City of Conway*  
*1201 Oak Street*  
*Conway, Arkansas 72032*  
*501-450-6100*

**December 18<sup>th</sup>, 2014**

**Mayor and City Council,**

**I would like to respectfully request your recognition of my employment in the Conway Planning Department immediately prior to being elected City Clerk. In accordance with Arkansas A.C.A. 24-12-121: the position, “may apply all years served in that previous capacity toward the accrual of vesting period...”**

**I did participate in the retirement plan for the two years employed by the planning department and all contributions have remained in that plan for the past sixteen years.**

**Attached is the Arkansas state statute that discusses my request and requires the acknowledgement of the City Council. I thank you for your consideration and I would be glad to answer any questions.**

**A.C.A. 24-12-121. City Clerk Clerk-treasurer.**

(c) (1) Any city clerk or clerk-treasurer in a city of the first class who has served in another capacity with the same city, and that capacity of service also provides for a retirement plan, may apply all years served in that previous capacity toward the accrual of the vesting period provided for in subsection (a) of this section, if approved by the city council.

(2) Benefits shall be paid proportionally from the various funds applicable to the respective capacities of service. This shall be based on the length of service in each capacity for the city.

**Sincerely,**

**Michael O. Garrett**  
**Clerk-Treasurer**  
**City of Conway**  
**1201 Oak St.**  
**Conway AR, 72032**  
**450-6100 (office)**  
**733-6090 (cell)**



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