



City of Conway Council Agenda

Council Meeting Date:

July 12th, 2016

5:30pm Committee Meeting:

Presentation by FTN / Stormwater Utility Development

Discussion regarding Animal Welfare Code Changes

6:30pm:

Council Meeting

Call to Order:

Mayor Tab Townsell

Roll Call:

City Clerk/Treasurer Michael O. Garrett

Minutes Approval:

June 28th, 2016

Mayor Tab Townsell

City Clerk Michael O. Garrett

City Attorney Chuck Clawson

City Council Members

Ward 1 Position 1 – Andy Hawkins

Ward 1 Position 2 – David Grimes

Ward 2 Position 1 – Wesley Pruitt

Ward 2 Position 2 – Shelley Mehl

Ward 3 Position 1 – Mark Ledbetter

Ward 3 Position 2 – Mary Smith

Ward 4 Position 1 – Theodore Jones Jr.

Ward 4 Position 2 – Shelia Isby

1. Report of Standing Committees:

A. Public Hearings:

1. Public hearing/Ordinance to discuss the naming of a new road that would connect Mill Pond Road to Old Military Road to Empy Trail.
2. Public hearing/Ordinance to discuss the renaming of Sand Gap Road to JW and Pat Brown Blvd.

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

1. Resolution setting a public hearing to discuss the closing of a portion of the unbuilt right of way in Block 4, Allinder Addition from Harkrider Street.
2. Resolution requesting the Faulkner County Tax Collector to place certified liens on property located at 26 Briarwood Circle as a result of incurred expenses by the City.
3. Resolution to approve the support of the Urban Watershed Framework Plan for the City.
4. Consideration to approve the bid for sidewalk improvements and a pedestrian hybrid beacon at Salem and Tucker Creek for the Street & Engineering Department.
5. Ordinance waiving the competitive bid requirements for the purchase of a vibratory compactor for the Street & Engineering Department.
6. Consideration to approve the construction and maintenance of Amity Road crossing within Entergy Arkansas, Inc., Conway Industrial – Conway South, Line 931, right of way.
7. Consideration to approve the RFQ from FTN for Stormwater utility for the Street & Engineering Department.

8. Discussion regarding level of compensation for positions within the Street & Engineering Department.
 9. Consideration to amend a conditional use permit no. 1323 allowing a public stable to change the name of the person tied to permit due to change in property ownership.
- C. Public Safety Committee (Police, Fire, District Court, CEOC, Information Technology, City Attorney, & Animal Welfare)**
1. Consideration to dispose of inventory (vehicles) for the Conway Police Department
 2. Ordinance approving the donation of fleet vehicles to the Arkansas State Police from the Conway Police Department.
 3. Ordinance appropriating reimbursement funds from various entities for the Conway Police Department.
- D. New Business**
1. Consideration to approve the reassignment of certain 457 plans to Conway Wealth Management.
 2. Discussion regarding a waterline relocation by the City of Conway Mayflower for the project associated with the Conway Western Loop (Baker/Willis Parkway).
 3. Discussion regarding five year financing of certain Sanitation capital purchases.

Adjournment



water resources / environmental consultants

3 Inwood Circle, Suite 220 • Little Rock, AR 72211 • (501) 225-7779 • Fax (501) 225-6738

June 21, 2016

Finley.Vinson@cityofconway.org

Mr. Finley Vinson, PE
Director, Street & Engineering Department
City of Conway
100 East Robins Street
Conway, Arkansas 72032

RE: Proposal for Stormwater Utility Development-Phase One, Conway, Arkansas
FTN No. P04240-1256-001

Dear Mr. Vinson:

FTN Associates, Ltd. (FTN) appreciates the opportunity to submit the following proposal to provide professional services for assisting in the development of an ordinance to establish a Stormwater Utility for the City Conway, Faulkner County, Arkansas (the Project).

Our Basic Services for this phase of the project will generally consist of assisting the City in establishing a stormwater utility by performing preliminary cost analyses and other related tasks and then developing a draft ordinance for adoption by the City, all as set forth in the printed Scope of Work for Basic Services (Exhibit A) and subject to the Standard Terms and Conditions (Exhibit B), which are attached to this letter. We will also furnish such Additional Services as you may request.

You are expected to furnish us with full information as to your requirements including any special or extraordinary considerations for the Project or special services needed and also to make available all pertinent existing data. In addition, we request that you provide information concerning the potential health and/or physical hazards present at the facility to which FTN employees could be exposed. This information (i.e., Material Safety Data Sheets, etc.) is needed to ensure FTN's compliance with the OSHA Hazard Communication Standard.

Our fee for Basic Services will be based on time and materials using the Client Rates in Exhibit C for services rendered by our principals and employees engaged directly on the Project. The total fee for Basic Services, including any subconsultant fees, will not exceed \$49,200 without prior approval from you. We propose to use Black and Veatch (B&V) as a technical consultant during this phase of the project because of their direct experience with stormwater utilities in other parts of the United States. Any Additional Services will be charged on the basis of time and materials using the Client Rates in Exhibit C. Additional Services will be approved by you in writing prior to proceeding.

Mr. Finley Vinson, PE
June 21, 2016
Page 2

We will bill you monthly for Services and Reimbursable Expenses with invoices to be paid within 30 days. The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the Project.

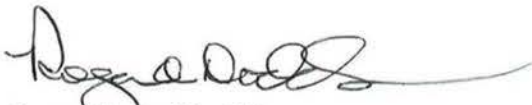
We expect to start our services promptly after receipt of your acceptance of this proposal. Additional information regarding the project schedule and deliverables is discussed in Exhibit A.

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delays, including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

This proposal, which includes Exhibits A, B and C consisting of 7 pages, represents the entire understanding between the City of Conway and FTN with respect to the Project and may only be modified in writing signed by both parties. If it satisfactorily sets forth your understanding of our agreement, we would appreciate your signing this letter in the space provided below, initialing each page, and returning one copy to us.

Thank you very much for the opportunity to present this proposal. Please do not hesitate to call me or Jason Ghidotti, PE, at (501) 225-7779 if you have any questions relating to this proposal or additional services offered by FTN.

Respectfully submitted,
FTN ASSOCIATES, LTD.



Roger O. Dodds, PE
Vice President, Engineering

ROD/tas

Attachments

R:\PROPOSALS\04240-1256-001\FINAL\P-F VINSON 2016-06-21.DOCX

JG

Accepted this _____ day
of _____, 2016

By _____
Authorized Representative
City of Conway



Initial _____

EXHIBIT A

Scope of Work for Basic Services Stormwater Utility Development – Phase One Conway, Arkansas

Attached to and made part of the Letter Agreement dated June 21, 2016, between FTN Associates, Ltd. (FTN) and the City of Conway, Arkansas (the City) with respect to the Project described therein. The project objective, specific tasks and relevant assumptions are presented below.

BACKGROUND

The City desires to establish a Stormwater Utility, with an appropriate user fee structure, in order to serve the needs of the City. The utility and its funding will ultimately allow the City to (1) provide funding to support compliance with Municipal Separate Storm Sewer (MS4) permit obligations, (2) evaluate, define and support current stormwater system maintenance and improvement needs, (3) evaluate potential long-term needs including capital, operation and maintenance (O&M) and regulatory compliance, and (4) provide a mechanism to address identified long-term stormwater related needs.

The Project will be performed in multiple phases. This phase of the Project is intended to allow the City to establish the utility with a simple base rate fee system in order to develop the funding to meet current needs and provide for future refinement of the authorizing ordinance and funding. The objectives of this phase of the Project are:

1. Provide initial estimates of the funds necessary to:
 - a. Establish the utility,
 - b. Support existing needs including storm related emergency response, maintenance and drainage system upkeep based on historical trends,
 - c. Proceed with the subsequent phase of the project including, but not limited to, MS4 permit compliance, stormwater system investigations and studies, infrastructure improvement planning and implementation, etc., and
 - d. Address outstanding issues that are not currently funded.
2. Determine initial funding needed in order to establish a base stormwater utility fee rate that is reasonable and appropriate. The initial funding will allow the City to use the utility to support current needs and reduce the outlay of funds from other City sources and to proceed with subsequent phases of the Project;
3. Develop a draft ordinance to be reviewed by appropriate City personnel and committees.
4. Develop an initial fee structure and estimate the potential revenue and impacts of imposing the fees.
5. Outline the overall impact of implementing versus not implementing a utility.



Initial _____

TASK 1 — PRELIMINARY COST ANALYSIS AND ESTIMATE OF FUNDING REQUIREMENT

FTN will work with the City to perform a preliminary cost analysis for the purpose of establishing the base rate funding needs of the proposed utility. This analysis will include the following subtasks:

Subtask 1.1. In cooperation with the City, estimate annualized and/or event specific historical storm/drainage/flood related emergency response costs (exclusive of infrastructure related costs). FTN will meet with City personnel and review available historical events and data. Prior to the meeting, FTN will prepare and submit a brief list of questions and data needs in order to facilitate the process.

Subtask 1.2. In cooperation with the City, estimate annualized and/or event specific historical storm/drainage/flood related infrastructure repair and improvement costs. FTN will meet with City personnel and review available historical events and data. It is anticipated that this meeting will be held concurrently with the meeting in Subtask 1.1. Prior to the meeting, FTN will prepare and submit a brief list of questions and data needs in order to facilitate the process.

Subtask 1.3. Estimate the potential costs associated with the City's cost of compliance with its MS4 permit requirements. These requirements include, but are not be limited to, identifying and reducing illicit discharges, completing a system wide storm drainage system map and identification of regulated stormwater outfalls, protecting water quality, providing public education and outreach programs, addressing construction stormwater issues and continuing pollution prevention and good housekeeping programs.

Subtask 1.4. Estimate the costs of future studies or activities that may be required for future refinement and amendment of the authorizing ordinance. These studies could include, but not be limited to, detailed GIS analysis of City land use (i.e., pervious and impervious areas, zoning, etc.), completing City drainage system mapping and outfall identification, drainage studies to determine potential improvements that may be required to reduce flooding, detailed analyses to establish/modify base billing units (e.g., Equivalent Residential Units, etc.), and evaluation and recommendations for tiered billing structures including provisions for a system of credits that may be used within the utility billing structure to encourage implementation of site specific

Subtask 1.5. Perform preliminary GIS analyses to support the cost analyses and development of the base rate fees to assess the impact of the fees. The analyses will include land use characterization (based on currently available public data), preliminary calculations of impervious areas (without ground truthing), and development of preliminary relationships between zoning classifications, impervious area, parcel size and parcel type. FTN will coordinate with the City to describe or define residential versus non-residential entities (e.g., how multi-family sites will be handled with respect to billing, etc.)

As part of this subtask, FTN will develop a series of maps illustrating these relationships for presentation to the City.

Subtask 1.6. In cooperation with the City, develop appropriate and agreeable initial base rates for residential and non-residential properties. This includes analysis of the information developed in the Subtasks 1.1 through 1.5 and research into fee structures established by similar municipalities in the mid-South region.

Subtask 1.7. Develop a planning level assessment of the potential overall impacts to the City if the stormwater utility fee is implemented versus the impacts or implications if the utility is not established and funded.

TASK 2 — EVALUATE BILLING CONSIDERATIONS

FTN will meet with Street and Engineering Department staff, the City finance director and City attorney to review the proposed rate structure and to determine potential issues to be addressed with respect to billing. This meeting will also serve to address potential limitations or exemptions to the stormwater utility fee.

In conjunction with appropriate City staff, FTN will coordinate with Conway Corporation with regard to the mechanism and costs of billing for the utility.

TASK 3 — DEVELOP DRAFT ORDINANCE

FTN will develop a draft ordinance for the City's use in establishing a stormwater utility. The ordinance will address the structure and general responsibilities of the utility, the initial base rate fees to be charged to customers, and outline the constraint on the utilization of funds derived from the proposed fees. The ordinance will also outline the format of future tiered fee structures and include a time table for future activities associated with refining the fee structure (e.g., implementation of a tiered fee structure, establishment of exemptions and credits, etc.) and amending the ordinance. The potential future changes will generally be based on anticipated studies or activities identified under preceding tasks.

TASK 4 — COMMITTEE AND COUNCIL MEETINGS

FTN will prepare for and attend a committee and City council meetings as well as other requested public meetings. Because the specific timing and nature of these meetings is not known, the estimated fee budget is based on a maximum of 40 man-hours associated with preparation for and attendance at these meetings. It is understood that committee meetings occur on the same day as council meetings but that FTN may or may not be requested to be at both meetings on a given date, depending on the purpose of FTN's participation. Specific dates for meeting participation will be coordinated with the City. It is anticipated that the first meeting may occur in September 2016. The final meeting will likely be in November 2016. The final meeting will be associated with the presentation of the draft ordinance for council consideration. This subtask does not include other meetings with City personnel associated with other Tasks. For committee meetings, it is anticipated that FTN will prepare submittals, suitable for distribution to the public, addressing the specific topics or presentation associated with FTN's participation at the meeting(s). These submittals may include brief informational reports or summaries, including appropriate graphics, which will be available for the City to post to its website at its discretion.

TASK 5—COORDINATION

Under this task, FTN will provide general project management and coordination with the Client, including invoicing and monthly progress reports.



ASSUMPTIONS

1. City will provide timely responses to information requests by FTN.
2. Preparation for and attendance at any meetings not specifically described in the above tasks will be considered Additional Services.

May 10, 2016

EXHIBIT B

Standard Terms and Conditions For FTN Contracts with the City of Conway

1. Standard of Care The services provided by FTN shall be performed in accordance with generally accepted professional practice at the time when and the place where the services are rendered.
2. Independent Contractor FTN is an independent contractor and not an employee or agent of CLIENT. CLIENT is not responsible for any of its activities. Any taxes, licenses, permits, required filing of forms or any other conditions imposed upon or required to render FTN Services shall be satisfied by FTN at FTN's expense.
3. Insurance FTN shall procure and maintain insurance for protection from claims under workers' compensation acts. FTN shall procure and maintain liability insurance against claims based on FTN's negligence for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages based on FTN's negligence because of injury to or destruction of property including loss of use resulting therefrom. Upon award of this project, FTN shall add CLIENT as additional insured and will provide CLIENT with a Certificate of Insurance stating this fact.
4. Indemnification
 - a. FTN does hereby indemnify and save harmless CLIENT from and against any and all liability and claims of liability of any and every kind and nature, including without limitation bodily injury, death and property damage, arising out of any negligent act by FTN, and FTN, at FTN's sole expense, shall handle all such claims, defend all lawsuits filed against CLIENT therein, and reimburse CLIENT in cash for all reasonable expense incurred by CLIENT on account thereof, provided, that if CLIENT elects to retain independent counsel, FTN shall reimburse CLIENT for all costs reasonably incurred by CLIENT to defend itself through attorneys of CLIENT's choice. There is hereby excepted from the foregoing any and all liability and claims of liability solely attributable to acts of CLIENT's direct payroll employees, and there is hereby further excepted from the foregoing any and all liability and claims of liability for environmental pollution which are not the result of negligence on the part of FTN in FTN's performance of this contract.
5. Electronic Deliverables Any use or reuse of original or altered computer files by CLIENT or others without written verification by FTN for purposes other than for the specific purpose intended will be at CLIENT's risk and full legal responsibility. Furthermore, CLIENT will, to the fullest extent permitted by law, indemnify and hold FTN harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting therefrom. Any verification of such adaptation by CLIENT will entitle FTN to additional compensation at the then current rate.

Initial _____



The submitted data files are intended to work only as described. The files are compatible only with the software and operating platform described. FTN makes no warranty as to the compatibility of these files for versions of the software other than for those stated. FTN is not responsible for uses of the data outside of or beyond the scope of the Agreement.

Because data stored on electronic media can deteriorate undetected or can be modified without FTN's knowledge, CLIENT agrees that FTN will not be held liable for the completeness or correctness of the electronic media, with respect to its originally intended use as defined in the agreement, after an acceptance period of 30 days after delivery of the electronic files. FTN stands by the accuracy of sealed drawings that accompany submittals.

The electronic files are submitted to CLIENT for a 30-day Acceptance Period. During this period, CLIENT may review and examine these files; any errors, relative to the intended use of the files, detected during this time will be corrected by FTN as part of the basic agreement. Any changes requested after the Acceptance Period will be considered additional services to be performed on a time and materials basis, at the then current rates plus terms and conditions.

6. Termination This agreement may be terminated at any time, for any cause by either party upon thirty days written notice to the other party. In such event, CLIENT shall forthwith pay FTN in full for all work previously authorized by CLIENT and performed prior to notice of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement. Notwithstanding the termination or expiration of this agreement, the indemnities provided in paragraph 4 hereof shall survive and remain in full force and effect.
7. Assignment This Agreement shall not be assigned by FTN to any other party unless prior written approval is obtained from CLIENT. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. Limit of Liability It is understood that any and all professional liabilities incurred by FTN throughout the course of rendering professional services on this Project shall be limited to a maximum of the net fee received by FTN, not including reimbursable expenses and subconsultants, for all services rendered on the Project.
9. Precedence These Standard Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition notice to proceed, or like document regarding FTN's services.
10. Severability If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
11. Survival These Standard Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.
12. Controlling Law This Agreement is to be governed by and construed in accordance with the laws of the State of Arkansas.



Initial _____

EXHIBIT C

**2016 Fee Schedule¹
FTN Associates, Ltd.**

<u>Labor Category</u>	<u>Hourly Rate</u>
Professional 7	\$ 187.00
Professional 6	167.00
Professional 5	149.00
Professional 4	129.00
Professional 3	116.00
Professional 2	101.00
Professional 1	89.00
Technician 4	91.00
Technician 3	77.00
Technician 2	69.00
Technician 1	53.00
Executive Assistant	69.00
Word Processing	59.00

Direct Expenses

All direct project expenses will be invoiced at cost plus 10 percent. Direct project expenses include such items as travel, meals, lodging, shipping, supplies, consultants, subcontractors, etc. Vehicle mileage will be charged at standard IRS rates.

A charge of 2 percent is applied to the total labor amount to cover communication charges and computer expenses associated with computer applications, data storage and backup.

Should back-up data be requested for reimbursable expenses, it will be provided for an administrative fee.

Payment Terms

Unless other arrangements are made in writing, invoicing will be monthly for services completed. Payment is due in full within 30 days of invoice. A service charge of 1.5 percent per month will be charged on all balances over 30 days.

¹Effective January 1, 2016 – December 31, 2016





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

AN ORDINANCE NAMING A NEW ROAD UNDER CONSTRUCTION; AND FOR OTHER PURPOSES:

Whereas; the street currently constructed is unnamed petition has been filed to name the new road **Empy Trl** and;

Whereas; it is preferable in such a situation for the street to be named for safety purposes and consistency.

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

Section 1: That the new street be named Empy Trl from Mill Pond Rd to Old Military Rd.

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

PASSED this 12th day of July, 2016.

Approved:

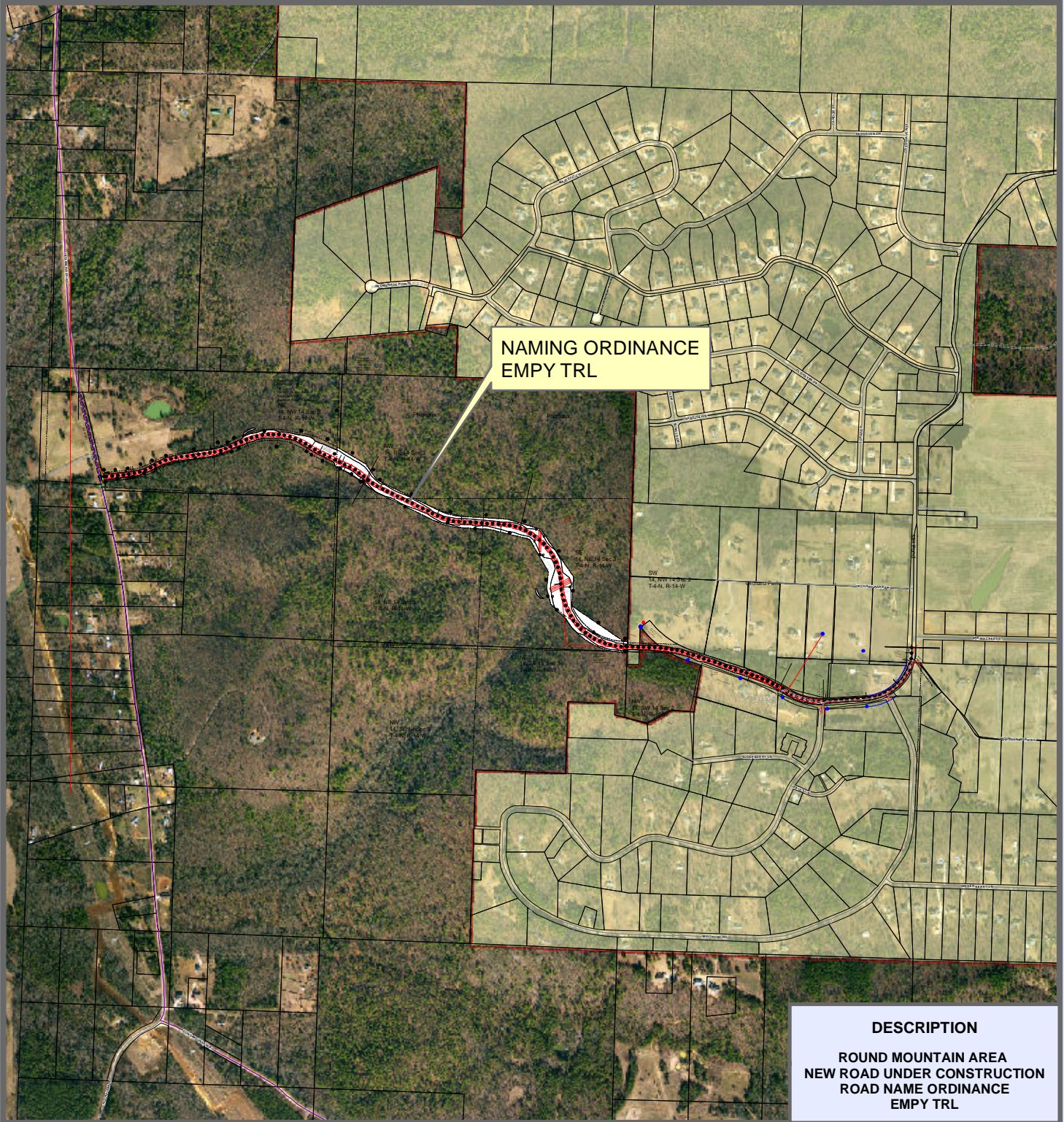
Mayor Tab Townsell

Attest:

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

CITY OF CONWAY

ROUND MOUNTAIN NEW ROAD -- NAMING ORDINANCE



DESCRIPTION

**ROUND MOUNTAIN AREA
NEW ROAD UNDER CONSTRUCTION
ROAD NAME ORDINANCE
EMPY TRL**

Tab Townsack - Mayor
Wes Proze & Shalby Mink - Aldermen Ward 1
Mark Leubner & Mary Smith - Aldermen Ward 2
Theodore Jones, Jr. & Sheila Williams - Aldermen Ward 3
Chuck Clawson - City Attorney
Michael Garnett - City Clerk

Bryan Patrick - Director
Jason Lyon - Assistant Director
Scott Grammer - Planner
Bobb Shabo - Planning Tech
Mika Salsingrad - GIS Coordinator

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

<ul style="list-style-type: none"> — INTERSTATE — MAJOR ARTERIAL — MINOR ARTERIAL — COLLECTOR — RESIDENTIAL — PRIVATE ROAD — INTERSTATE RAMP — RAILROADS 	<ul style="list-style-type: none"> — LOT LINE — STREAMS — LAKES & PONDS — CITY LIMITS 	<p>Residential</p> <ul style="list-style-type: none"> R-1 R-2A R-2 HR SR 	<p>Industrial</p> <ul style="list-style-type: none"> MF-1 MF-2 MF-3 RMH 	<p>Commercial</p> <ul style="list-style-type: none"> C-1 C-2 C-3 C-4 	<p>Office</p> <ul style="list-style-type: none"> O-1 O-2 O-3 	<p>Special</p> <ul style="list-style-type: none"> SP S-1 A-1 PUB
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0 125 250 500 750 Feet

1 in = 1,250 ft

JULY 2016

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

CONTACT INFORMATION
LANDMARK: 816 WEBSITE
gis.cityofconway.org (UNDER DEVELOPMENT)
E-MAIL: Jason.Lyon@CityofConway.org



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

AN ORDINANCE CHANGING THE STREET NAME OF SAND GAP RD TO JW AND PAT BROWN BLVD; AND FOR OTHER PURPOSES:

Whereas; the street currently named **Sand Gap Rd** is petitioned to be renamed and;

Whereas; it is asked by area residents to be renamed to **JW and Pat Brown Blvd.**

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

Section 1: That the street name **Sand Gap Rd** is hereby changed to **JW and Pat Brown Blvd.**

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

Section 3: That this ordinance is necessary for the protection of the public peace, health and safety, and this ordinance shall be in full force and effective October 1, 2016.

PASSED this 12th day of July, 2016.

Approved

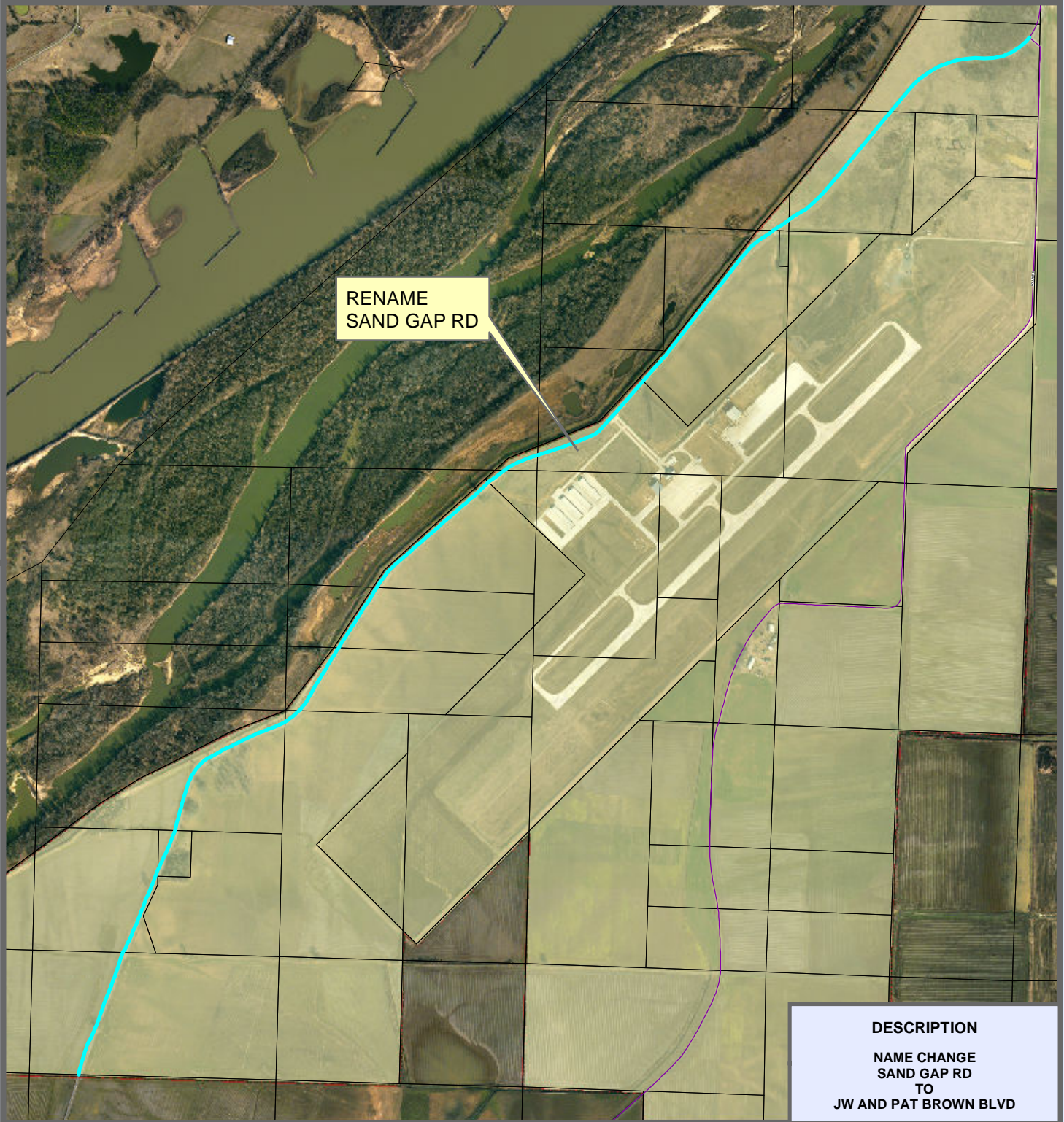
Mayor Tab Townsell

Attest:

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

CITY OF CONWAY

SAND GAP ROAD -- NAMING ORDINANCE



RENAME
SAND GAP RD

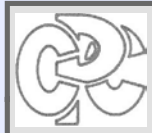
DESCRIPTION
NAME CHANGE
SAND GAP RD
TO
JW AND PAT BROWN BLVD



Tab Towle - Mayor
Andy Hawkins & David Grimes - Aldermen Ward 1
Wes Price & Shalby Mott - Aldermen Ward 2
Mark Ledner & Mary Smith - Aldermen Ward 3
Theodore Jones, Jr. & Sheila - Aldermen Ward 4
Chris Clawson - City Attorney
Michael Garrett - City Clerk

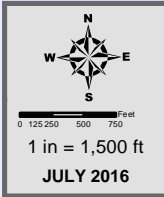


Bryan Patrick - Director
Jason Lyon - Assistant Director
Scott Grammer - Planner
Beth Shabo - Planning Tech
Mika Salsinger - GIS Coordinator



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

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



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



City of Conway, Arkansas
Resolution No. R-16-___

A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSING OF A PORTION OF THE UNBUILT RIGHT OF WAY IN BLOCK 4, ALLINDER ADDITION, IN THE CITY OF CONWAY, ARKANSAS:

Whereas, a petition has been filed with the City Council of the City of Conway, Arkansas by William C. Adkisson, to abandon the unbuilt east-west right of way extending through the entirety of Block 4, Allinder Addition, from Harkrider Street to the western border of Block 3, Allinder Addition, within the corporate limits of the City of Conway, Arkansas; and

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

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

1. That the City Council shall hear said petition at its regular meeting to be held at the Russell L. "Jack" Roberts District Court Building, 810 Parkway Street, Conway, Arkansas, on the 26th day of July, 2016 at 6:30 pm.
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the matter prescribed by law.

PASSED this 12th day of July, 2016.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



300 HARKRIDER ST

HARP'S FOOD STORES, INC.
SPIRIT MASTER FUNDING VI, LLC

PLATTED STREET

367 ft

HARP'S FOOD STORES, INC.
SPIRIT MASTER FUNDING VI, LLC

HARKRIDER

6TH

FACTORY

815

803

721

711

709

707

703

701

621

400

802

710

700

408

622

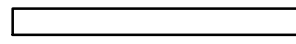
701

501

501



150



Feet



City of Conway, Arkansas

Resolution No. R-16-___

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 26 Briarwood Circle 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 \$209.82 (\$163.47 + Penalty-\$16.35 + 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 **July 12, 2016** 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 12th day of July, 2016.

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: June 29, 2016

Re: 26 Briarwood Cir

- April 22, 2016– Warning Violation written regarding grass in the yard by Kim Beard.
- Property Owner is listed as Elizabeth Jackson.
- Property was rechecked on 5/2/16 with no progress made.
- Certified and regular letters were mailed 5/6/16 to address on file and a notice was left by post office.
- Property was rechecked on 5/24/16 with no action taken.
- Final Cleanup completed on 6/2/16.
- 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: JULY 7, 2016

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

TO Elizabeth M Jackson
26 Briarwood Cir
Conway AR 72032

Description: Mowing/Clean-up/Admin Fees
associated with the nuisance abatement at
26 Briarwood Cir, Conway Arkansas

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Kim Beard	710-09038-000		July 12, 2016

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
2	1 Employee -Mowing/Cleanup	16.62	33.24
2	1 Employee -Mowing/Cleanup	16.62	33.24
2	1 PT Employee - Mowing/Cleanup	10.94	21.88
1	Maintenance fee (mower)	15.00	15.00
1	Administrative Fee (Missy Lovelady)	20.49	20.49
1	Administrative Fee (Kim Beard)	17.46	17.46
1	Administrative Fee (Michelle Collins)	10.94	10.94
2	Certified Letter	5.13	10.26
2	Regular letter	.48	.96

TOTAL BY 7/12/16 \$163.47

- Total amount due after July 12, 2016 includes collection penalty & filing fees

TOTAL AFTER 7/12/16 \$209.82

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



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

June 8, 2016

Parcel # 710-09038-000

Elizabeth M Jackson
26 Briarwood Cir
Conway AR 72032

RE: Nuisance Abatement at 26 Briarwood Cir, Conway AR
Cost of Clean-Up, Amount Due: \$163.47

Dear Ms. Jackson,

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 **July 12, 2016 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: 04/22/16

Violator Name: Elizabeth M Jackson

Address of Violation: 26 Briarwood Circle

Violation Type: Grass

Warning #: CE8921

Description of Violation and Actions Taken: On 04/22/16 Code Enforcement Officer Kim Beard wrote a notice to correct grass. Property was rechecked on 05/02/16 with no progress made. Certified and regular letters were mailed 05/06/16 to address on file. Property was rechecked on 05/24/16 with no action taken. Final cleanup was completed on 06/02/16.

Code Enforcement Officer: Kim Beard

Officer Signature: _____

Date:

Time:



**City of Conway, Arkansas
Resolution No. R-16-__**

A RESOLUTION BY THE CITY COUNCIL IN SUPPORT OF AN URBAN WATERSHED FRAMEWORK PLAN FOR THE CITY OF CONWAY

Whereas, the City of Conway lies inside the Little Creek – Palarm Creek sub-watershed, a sub-watershed to the Lake-Conway Point Remove 8 digit HUC watershed, which over half of the City of Conway’s storm water and surface water drains to, which is designated a priority watershed by the Arkansas Natural Resources Commission due to its non-point source pollution ; and

Whereas, the University of Arkansas Community Design Center and Department of Sustainability, in partnership with Metroplan, the Arkansas Natural Resource Commission, the City of Conway and various other agencies and community members have developed an Urban Watershed Framework Plan for the City, which is part of a larger USEPA funded initiative to mitigate water quality problems in the Little Creek-Palarm Creek sub-watershed incorporating the urbanized area of Conway; and

Whereas, the City of Conway recognizes this plan as a framework of strategies it can use in the promotion of low impact development, best management practices and development strategies for improving the surface water runoff from the urbanized area of the City; and

Whereas, the City of Conway wishes to be a good steward of the watershed, and see’s this plan as an important tool in the development of policies, procedures and strategies for improving the way Conway develops into the future, having a positive impact on water quality in the area and public health.

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

Section 1: That the City of Conway, Arkansas does hereby adopt the Conway Urban Watershed Framework Plan as a guide for the City and future development in the City and surrounding area, with the intent to promote the advancement and integration of projects, plans and activities in ways that will lead to improved water quality and storm water mitigation, having a positive impact on the Lake Conway – Point Remove watershed and human health.

PASSED this 12th day of July, 2016

Approved:

Attest:

Mayor Tab Townsell

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

07.6.2016

Memo

To
Mayor Tab Townsell

From
B. Finley Vinson, P.E.

CC
Felicia Rogers

Re
SRTS Project Award

Comments:

Bids were opened on Wednesday, June 29, 2016 for the safe routes to school project involving the pedestrian hybrid beacon at Salem and Tucker Creek as well as several sidewalks near Bob Courtway and Carl Stuart. A bid summary and bid tabulation are attached. I recommend awarding the project to the low bidder, Paladino Construction, for the bid amount of \$152,775.00. Full reimbursement will be provided by the Arkansas Highway and Transportation Department.

City of Conway Street & Engineering Department

(501) 450-6165
100 E Robins St, Conway, AR 72032

www.cityofconway.org/pages/street-department/
firstname.lastname@cityofconway.org



City of Conway

Street & Engineering Department

Conway SRTS I (2011)

Bid Tabulation



AHTD Job #: 080456

City of Conway Job #: 13-101

Item #	Approx. Quantity	Paladino-Nash, Inc.		Paladino Construction Inc.	
		Unit Price	Item Total	Unit Price	Item Total
1	1	\$ 6,500.00	\$ 6,500.00	\$ 10,000.00	\$ 10,000.00
2	1	\$ 18,000.00	\$ 18,000.00	\$ 3,500.00	\$ 3,500.00
3	1400	\$ 40.00	\$ 56,000.00	\$ 36.00	\$ 50,400.00
4	100	\$ 45.00	\$ 4,500.00	\$ 45.00	\$ 4,500.00
5	8	\$ 60.00	\$ 480.00	\$ 50.00	\$ 400.00
6	1	\$ 3,200.00	\$ 3,200.00	\$ 3,800.00	\$ 3,800.00
7	1100	\$ 5.50	\$ 6,050.00	\$ 5.00	\$ 5,500.00
8	1	\$ 20,000.00	\$ 20,000.00	\$ 2,000.00	\$ 2,000.00
9	1	\$ 13,500.00	\$ 13,500.00	\$ 15,000.00	\$ 15,000.00
10	4	\$ 1,000.00	\$ 4,000.00	\$ 1,300.00	\$ 5,200.00
11	2	\$ 700.00	\$ 1,400.00	\$ 950.00	\$ 1,900.00
12	200	\$ 1.50	\$ 300.00	\$ 7.00	\$ 1,400.00
13	250	\$ 3.25	\$ 812.50	\$ 10.00	\$ 2,500.00
14	100	\$ 6.95	\$ 695.00	\$ 12.00	\$ 1,200.00
15	300	\$ 18.00	\$ 5,400.00	\$ 25.00	\$ 7,500.00
16	6	\$ 650.00	\$ 3,900.00	\$ 900.00	\$ 5,400.00
17	1	\$ 7,896.00	\$ 7,896.00	\$ 9,500.00	\$ 9,500.00
18	1	\$ 9,200.00	\$ 9,200.00	\$ 10,500.00	\$ 10,500.00
19	250	\$ 3.00	\$ 750.00	\$ 7.00	\$ 1,750.00
20	100	\$ 3.00	\$ 300.00	\$ 7.00	\$ 700.00
21	325	\$ 1.00	\$ 325.00	\$ 5.00	\$ 1,625.00
22	250	\$ 1.55	\$ 387.50	\$ 6.00	\$ 1,500.00
23	1	\$ 4,402.00	\$ 4,402.00	\$ 7,000.00	\$ 7,000.00
		\$ 167,998.00		\$ 152,775.00	



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

AN ORDINANCE WAIVING BID REQUIREMENTS FOR THE CITY OF CONWAY STREET & ENGINEERING DEPARTMENT TO UTILIZE A SOLE SOURCE VENDOR TO PURCHASE A COMPACTOR WITH TRADE-IN, AND FOR OTHER PURPOSES

Whereas, the compactor currently in use by the City of Conway Street & Engineering Department is in need of replacement in order to perform work related duties; and

Whereas, the City of Conway Street & Engineering Department received three (3) quotes with Scott Equipment Company, LLC submitting the lowest price.

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

Section 1. The City of Conway shall waive the competitive bid requirement in order for the Street & Engineering Department to utilize Scott Equipment Company, LLC to purchase a vibratory compactor for the total amount of \$76,408.32.

Section 2. The City of Conway understands that the Street & Engineering Department will use the Machinery & Equipment Account (002-201-5910) for this purchase.

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

PASSED this 12th day of July, 2016

Approved:

Mayor Tab Townsell

Attest:

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

07.5.2016

Memo

To
Mayor Tab Townsell

From
B. Finley Vinson, P.E.

CC
Felicia Rogers

Re
Vibratory Compactor
Lease

Comments:

On May 25, 2016, the council approved a contract with Scott Equipment to lease a f a vibratory compactor. Unfortunately, their finance company, TCF Equipment Finance, has been unwilling or unable to agree to the contract terms set by our city attorney and CFO. As a result, I recommend purchasing the roller outright. Based on the quotes that were previously received, the purchase prices, not including tax, are summarized below.

Scott Equipment Company, LLC	\$69,295
Stribling Equipment, LLC	\$92,500
Caterpillar Financial Services Corp	\$83,819

The total purchase price of the roller from Scott Equipment with tax will be **\$76,408.32**. Scott Equipment has been allowing us to use the roller free of charge for the last several months in anticipation of proceeding with either leasing or purchasing the roller. I request approval to purchase the roller from Scott equipment along with the ordinance necessary ordinance to waive competitive bidding.

City of Conway Street & Engineering Department

(501) 450-6165
100 E Robins St, Conway, AR 72032

www.cityofconway.org/pages/street-department/
firstname.lastname@cityofconway.org





SCOTT EQUIPMENT

HEAVY-DUTY COMMITMENT

Scott Equipment Company, LLC

P.O. Box 1036
Mabelvale, AR 72103
Ph: 501-455-5955 • Fax: 855-814-2502
www.scottcompanies.com

Ship to:

CONWAY STREET DEPT
100 EAST ROBIN ST
CONWAY AR 72032

Invoice to:

CONWAY STREET DEPT.
100 EAST ROBIN ST.
CONWAY AR 72032

Branch		
57 - GOVERNMENTAL-A*REPRINT*		
Date	Time	Page
02/26/2016	10:58:47 (O)	1
Account No.	Phone No.	Invoice No.
CONWA001A	5014506100	S01338
Ship Via	Purchase Order	
Sales Tax License No.	Federal Exemption No.	
Salesperson		
Jeffrey Henry		AH6

DESCRIPTION

Description

Amount

Stock #: 201458 Serial #: NENTC3656 81295.00
 New CASE CE SV212 SV212SM CASE

Sale # 01 Subtotal: 81295.00
 TOTAL: 81295.00

Trade Ins
 =====

Stock #: 211146 Serial #: 2JM00684 12000.00-
 CP-433C CATERPILLAR

Trade In Total: 12000.00-

Subtotal: 69295.00
 AR STATE TAX 6.5%: 5284.18
 Faulkner/Cnway 2.25: 1829.14
 CUSTOMER TOTAL: 76408.32

PLEASE REMIT PAYMENT TO: SCOTT CONSTRUCTION EQUIPMENT
 COMPANY OF LOUISIANA, LLC
 P O BOX 1036
 MABELVALE, AR 72103-1036

SCOTT EQUIPMENT COMPANY, LLC TERMS:

PAYABLE ON 10th OF MONTH FOLLOWING MONTH OF PURCHASE.
 ALL ACCOUNTS NOT PAID IN FULL BY THE DUE DATE MAY BE SUBJECT TO A LATE CHARGE UP TO
 THE LESSER OF 18% PER ANNUM OR THE MAXIMUM AMOUNT ALLOWED BY STATE LAW.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL. SPECIAL ORDERED PARTS
 RETURNED WITHIN 15 DAYS AND IN NEW CONDITION WILL BE ACCEPTED AND A 15% HANDLING CHARGE
 WILL BE ASSESSED. HOWEVER, PARTS NON-RETURNABLE TO THE FACTORY ARE NON-RETURNABLE TO
 US AND WILL NOT BE ACCEPTED FOR REFUND. ALL ELECTRICAL PARTS ARE NON-RETURNABLE.

SIGN _____

RECEIVED BY _____



Entergy Arkansas

5115 Thibault Road

Little Rock, AR 72206

Transmission & Substation Asset Management

June 24, 2016

City of Conway
1201 Oak Street
Conway, AR 72032

Attention: Tab Townsell, Mayor

Re: Proposed Amity Road crossing within Entergy's Conway Industrial-Conway South 161kV,
Line 931, at Str. 26-27 Faulkner County, AR.

Entergy Arkansas, Inc. ("EAI"), (formerly known as Arkansas Power & Light Company), has no objection to the construction, operation and maintaining of an Road crossing within the captioned transmission line right of way of EAI at the location as shown on Exhibit "A" and "B" attached hereto and made a part hereof, by City of Conway ("Grantee"), subject to the following terms and conditions:

1. Grantee acknowledges that EAI's wires and related facilities supported by the structures on the property above described are conductors of, and at all times have in them, high voltage electricity. No person, or object in contact with a person, may touch or be near to said wires or other fixtures on said structures, because to do so or to permit such would be dangerous to the life of the party so doing, as well as anyone else in the area where such occurred. Grantee agrees to inform each and every individual of such facts before such party enters upon any part of the easement area above described during the time such work is being prepared, done or completed, or any equipment moved to, upon or from said property and EAI shall be indemnified by Grantee from any injury, death, or property damage resulting therefrom in accordance with the terms of the indemnity agreement set forth in this agreement.

2. The height of any and all equipment used within EAI's right of way, or any extension of same by Grantee, shall at all times comply with all applicable regulations, including, without limitation, the OSHA regulations. Grantee acknowledges that the height of EAI's lines varies depending upon weather and/or load conditions so that Grantee will be required to monitor (watch and observe) the height of said lines throughout Grantee's operations. Additionally, if the height of Grantee's equipment or any extension thereof, or part thereof, can possibly be raised to a height above the maximum allowed by applicable regulations, such equipment shall be provided with guard chains or other devices limiting movable parts of the equipment to the maximum height provided by all applicable regulations and no equipment will be operated or permitted upon said right of way that does not comply herewith. Grantee recognizes specifically that EAI has no obligation to see that Grantee, its employees, contractors, subcontractors and their employees or agents, are complying herewith.

3. EAI, its successors and assigns, retain the right and full use of said premises for any and all purposes, including the right to overhang said area with conductors, poles, guy wires, and other electrical facilities.

4. Grantee agrees to at all times indemnify and hold harmless EAI, its agents, servants or employees, from and against any and all claims, demands, causes of action, judgments, liabilities and expenses of every nature, including attorney's fees, resulting by reason of personal injury, death (including but not limited to injuries and death to employees of EAI and Grantee's employees) or damage to any property which arises out of, results from, or is in any manner related to, directly or indirectly, any operations or acts hereunder, or to the exercise of Grantee's rights hereunder, or to Grantee's presence upon or use of the property above referred to, or to the use or existence of Grantee's road on such premises. The indemnity provisions of this paragraph shall not apply if any such injury, death, damage, liability claim or cause of action is caused by the sole negligence of EAI, its employees, agents or representatives.

5. Grantee agrees to promptly reimburse EAI for any damage occasioned to EAI's property or facilities, by the acts or omission (whether or not negligent) of Grantee, its employees, contractors, agents, licensees, assigns or representatives, in any manner connected with or arising out of the construction, operation or maintenance of Grantee's road or during the restoration of EAI's property. Grantee also agrees to reimburse EAI for the relocation of any of EAI's anchors, guy wires and other facilities due to the location of Grantee's facilities on EAI's right of way; and to replace any of EAI's right of way property monuments that are disturbed during the construction, operation and maintenance of Grantee's road.

6. EAI has easement rights only on this property and it will be necessary for Grantee to secure additional rights from the fee owners.

7. EAI makes no warranty, express or implied, as to its title to said easement and the permission herein given is subject to all prior grants reservations, encumbrances, occupancy and crossing agreements, if any, whether made by EAI or others and whether or not of record. Grantee hereby expressively releases, and agrees to indemnify, EAI respecting any claims, suits, or disputes arising out of the title and related matters concerning the subject easement.

8. Grantee agrees, by the execution hereof, to notify EAI's representative, Mr. Jeramus Boyd, (501) 490-5645, forty-eight (48) hours before beginning Grantee's construction and forty-eight (48) hours after completion; and Grantee further agrees that Grantee's failure to timely give such notice or notices shall at EAI's option, cause a charge to be due and payable to EAI by Grantee, covering costs incurred by EAI for salaries, travel expenses and contingencies of EAI's employees who are dispatched to Grantee's job site on EAI's easement for unscheduled inspection, recording and reporting of Grantee's work activities, and Grantee agrees to pay all such charges upon being billed therefor.

9. Grantee agrees to provide and maintain proper and effective protection for EAI's existing and future facilities so as to prevent any damage which may be caused by Grantee's use of said premises and to promptly reimburse EAI for any damage it or its facilities may sustain.

10. If this letter is not executed, dated and returned to EAI within 45 days from the date hereof, EAI shall assume that Grantee's need for use of that portion of EAI's property and right of way has changed; accordingly, this agreement shall become void and be of no further force or effect.

11. By accepting this agreement or by exercising any rights hereunder, Grantee warrants to EAI that the officer, agent or representative of Grantee executing this agreement on behalf of Grantee had and has the authority to bind Grantee to the terms of this agreement and that this agreement is a valid, binding agreement of Grantee enforceable against Grantee in accordance with its terms.

If this letter and its attachments are in accordance with Grantee's understanding and agreement, please so indicate by signing the original, retaining copy and, thereafter, return original to EAI.

Yours truly,

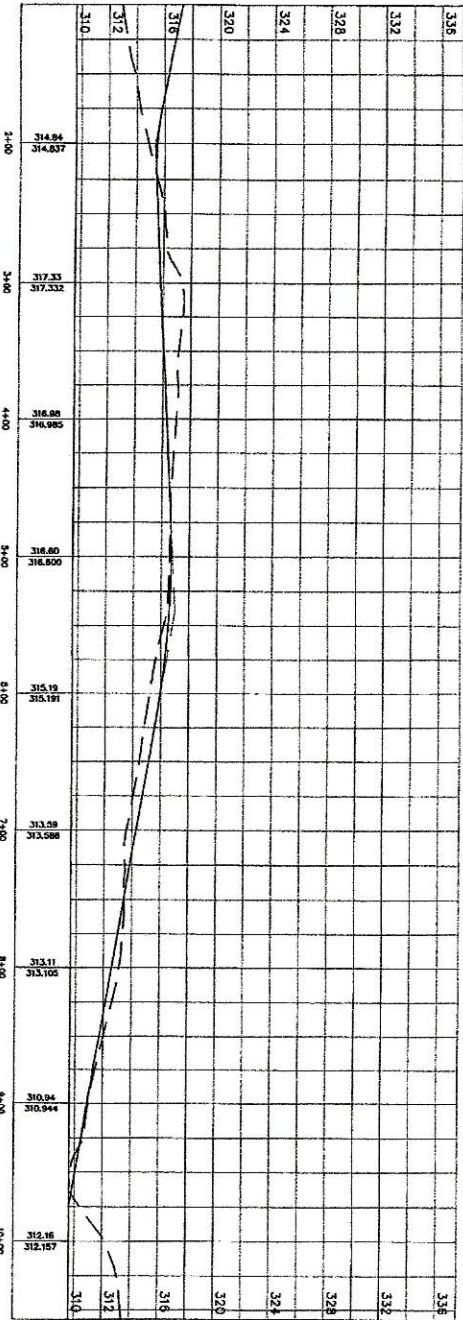
Reta Gallegly
Contract Right-of-Way Agent

Grantee: **City of Conway**

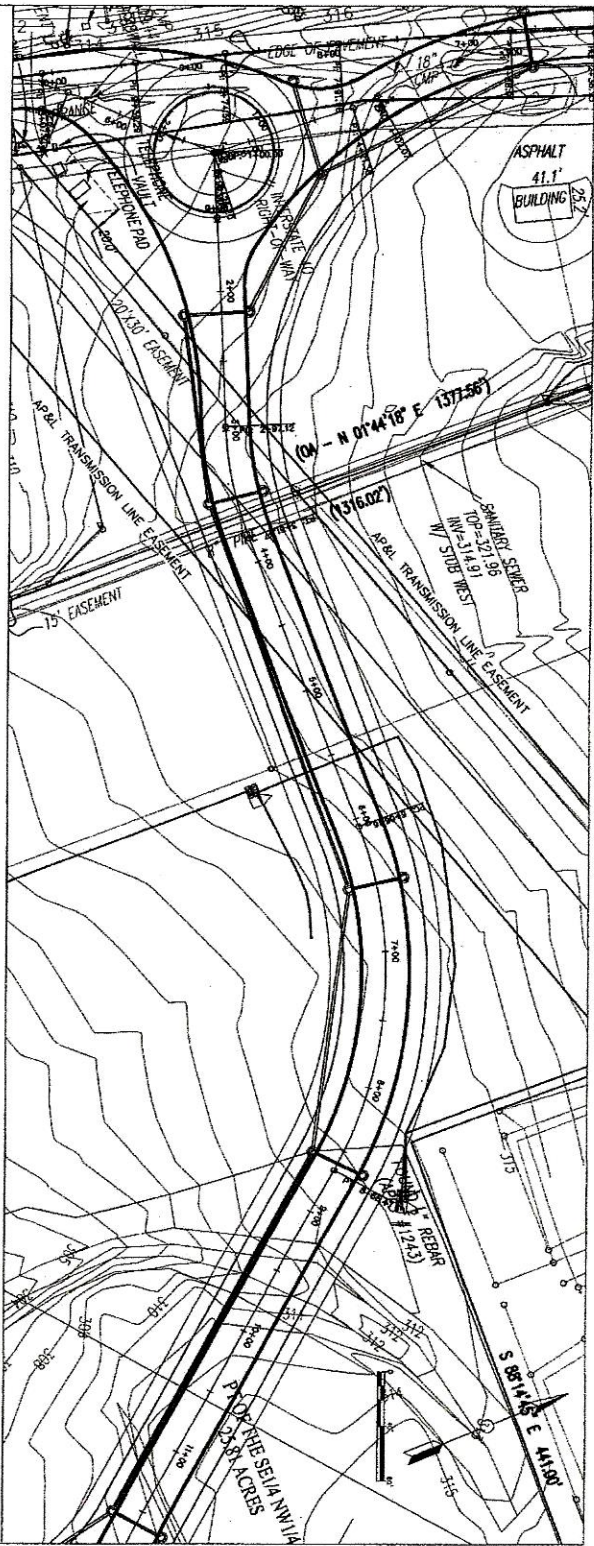
By: _____ **Print name here:** _____

Its:

Date:



Amity Rd 2 PROFILE



Project Name LEWIS RANCH Date 5/23/2016 Scale 1" = 40'	Project Location LEWIS RANCH	Project Number 4	Date
--	--	----------------------------	--------------

Exhibit "B"

- No vehicles or equipment shall be stored or remain parked inside the Entergy's right of way.
- No landscaping or vegetation allowed within Entergy's right of way that has the ability to grow 8' or more in height.
- There shall be no above ground utilities nor any other obstructions installed within Entergy's right of way.
- Entergy shall be indemnified for any damages to the improvements lying within the right of way.
- City of Conway shall understand that in an emergency, they will fully cooperate and have any vehicles parked in the right of way, moved within a timely manner to allow access.

07.6.2016

Memo

To
Mayor Tab Townsell**From**
B. Finley Vinson, P.E.**CC**
Felicia Rogers**Re**
Stormwater Utility**Comments:**

At the direction of the city council, a selection committee has been formed for the purpose of selecting the best qualified firm to aid the city in the creation of a stormwater utility. After completion of the RFQ process, FTN has been selected, and has submitted the proposed contract for your consideration. I recommend approval of this contract. I further recommend that the consulting fees for the contract be paid out of the in-lieu detention fund, which has a balance of approximately \$63,000.

City of Conway Street & Engineering Department

(501) 450-6165
100 E Robins St, Conway, AR 72032

www.cityofconway.org/pages/street-department/
firstname.lastname@cityofconway.org





June 21, 2016

Finley.Vinson@cityofconway.org

Mr. Finley Vinson, PE
Director, Street & Engineering Department
City of Conway
100 East Robins Street
Conway, Arkansas 72032

RE: Proposal for Stormwater Utility Development-Phase One, Conway, Arkansas
FTN No. P04240-1256-001

Dear Mr. Vinson:

FTN Associates, Ltd. (FTN) appreciates the opportunity to submit the following proposal to provide professional services for assisting in the development of an ordinance to establish a Stormwater Utility for the City Conway, Faulkner County, Arkansas (the Project).

Our Basic Services for this phase of the project will generally consist of assisting the City in establishing a stormwater utility by performing preliminary cost analyses and other related tasks and then developing a draft ordinance for adoption by the City, all as set forth in the printed Scope of Work for Basic Services (Exhibit A) and subject to the Standard Terms and Conditions (Exhibit B), which are attached to this letter. We will also furnish such Additional Services as you may request.

You are expected to furnish us with full information as to your requirements including any special or extraordinary considerations for the Project or special services needed and also to make available all pertinent existing data. In addition, we request that you provide information concerning the potential health and/or physical hazards present at the facility to which FTN employees could be exposed. This information (i.e., Material Safety Data Sheets, etc.) is needed to ensure FTN's compliance with the OSHA Hazard Communication Standard.

Our fee for Basic Services will be based on time and materials using the Client Rates in Exhibit C for services rendered by our principals and employees engaged directly on the Project. The total fee for Basic Services, including any subconsultant fees, will not exceed \$49,200 without prior approval from you. We propose to use Black and Veatch (B&V) as a technical consultant during this phase of the project because of their direct experience with stormwater utilities in other parts of the United States. Any Additional Services will be charged on the basis of time and materials using the Client Rates in Exhibit C. Additional Services will be approved by you in writing prior to proceeding.

Mr. Finley Vinson, PE
June 21, 2016
Page 2

We will bill you monthly for Services and Reimbursable Expenses with invoices to be paid within 30 days. The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the Project.

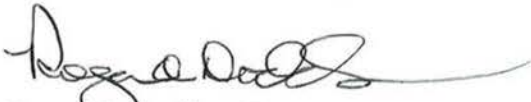
We expect to start our services promptly after receipt of your acceptance of this proposal. Additional information regarding the project schedule and deliverables is discussed in Exhibit A.

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delays, including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

This proposal, which includes Exhibits A, B and C consisting of 7 pages, represents the entire understanding between the City of Conway and FTN with respect to the Project and may only be modified in writing signed by both parties. If it satisfactorily sets forth your understanding of our agreement, we would appreciate your signing this letter in the space provided below, initialing each page, and returning one copy to us.

Thank you very much for the opportunity to present this proposal. Please do not hesitate to call me or Jason Ghidotti, PE, at (501) 225-7779 if you have any questions relating to this proposal or additional services offered by FTN.

Respectfully submitted,
FTN ASSOCIATES, LTD.



Roger O. Dodds, PE
Vice President, Engineering

ROD/tas

Attachments

R:\PROPOSALS\04240-1256-001\FINAL\P-F VINSON 2016-06-21.DOCX



Accepted this _____ day
of _____, 2016

By _____
Authorized Representative
City of Conway



Initial _____

EXHIBIT A

Scope of Work for Basic Services Stormwater Utility Development – Phase One Conway, Arkansas

Attached to and made part of the Letter Agreement dated June 21, 2016, between FTN Associates, Ltd. (FTN) and the City of Conway, Arkansas (the City) with respect to the Project described therein. The project objective, specific tasks and relevant assumptions are presented below.

BACKGROUND

The City desires to establish a Stormwater Utility, with an appropriate user fee structure, in order to serve the needs of the City. The utility and its funding will ultimately allow the City to (1) provide funding to support compliance with Municipal Separate Storm Sewer (MS4) permit obligations, (2) evaluate, define and support current stormwater system maintenance and improvement needs, (3) evaluate potential long-term needs including capital, operation and maintenance (O&M) and regulatory compliance, and (4) provide a mechanism to address identified long-term stormwater related needs.

The Project will be performed in multiple phases. This phase of the Project is intended to allow the City to establish the utility with a simple base rate fee system in order to develop the funding to meet current needs and provide for future refinement of the authorizing ordinance and funding. The objectives of this phase of the Project are:

1. Provide initial estimates of the funds necessary to:
 - a. Establish the utility,
 - b. Support existing needs including storm related emergency response, maintenance and drainage system upkeep based on historical trends,
 - c. Proceed with the subsequent phase of the project including, but not limited to, MS4 permit compliance, stormwater system investigations and studies, infrastructure improvement planning and implementation, etc., and
 - d. Address outstanding issues that are not currently funded.
2. Determine initial funding needed in order to establish a base stormwater utility fee rate that is reasonable and appropriate. The initial funding will allow the City to use the utility to support current needs and reduce the outlay of funds from other City sources and to proceed with subsequent phases of the Project;
3. Develop a draft ordinance to be reviewed by appropriate City personnel and committees.
4. Develop an initial fee structure and estimate the potential revenue and impacts of imposing the fees.
5. Outline the overall impact of implementing versus not implementing a utility.



Initial _____

TASK 1 — PRELIMINARY COST ANALYSIS AND ESTIMATE OF FUNDING REQUIREMENT

FTN will work with the City to perform a preliminary cost analysis for the purpose of establishing the base rate funding needs of the proposed utility. This analysis will include the following subtasks:

Subtask 1.1. In cooperation with the City, estimate annualized and/or event specific historical storm/drainage/flood related emergency response costs (exclusive of infrastructure related costs). FTN will meet with City personnel and review available historical events and data. Prior to the meeting, FTN will prepare and submit a brief list of questions and data needs in order to facilitate the process.

Subtask 1.2. In cooperation with the City, estimate annualized and/or event specific historical storm/drainage/flood related infrastructure repair and improvement costs. FTN will meet with City personnel and review available historical events and data. It is anticipated that this meeting will be held concurrently with the meeting in Subtask 1.1. Prior to the meeting, FTN will prepare and submit a brief list of questions and data needs in order to facilitate the process.

Subtask 1.3. Estimate the potential costs associated with the City's cost of compliance with its MS4 permit requirements. These requirements include, but are not be limited to, identifying and reducing illicit discharges, completing a system wide storm drainage system map and identification of regulated stormwater outfalls, protecting water quality, providing public education and outreach programs, addressing construction stormwater issues and continuing pollution prevention and good housekeeping programs.

Subtask 1.4. Estimate the costs of future studies or activities that may be required for future refinement and amendment of the authorizing ordinance. These studies could include, but not be limited to, detailed GIS analysis of City land use (i.e., pervious and impervious areas, zoning, etc.), completing City drainage system mapping and outfall identification, drainage studies to determine potential improvements that may be required to reduce flooding, detailed analyses to establish/modify base billing units (e.g., Equivalent Residential Units, etc.), and evaluation and recommendations for tiered billing structures including provisions for a system of credits that may be used within the utility billing structure to encourage implementation of site specific

Subtask 1.5. Perform preliminary GIS analyses to support the cost analyses and development of the base rate fees to assess the impact of the fees. The analyses will include land use characterization (based on currently available public data), preliminary calculations of impervious areas (without ground truthing), and development of preliminary relationships between zoning classifications, impervious area, parcel size and parcel type. FTN will coordinate with the City to describe or define residential versus non-residential entities (e.g., how multi-family sites will be handled with respect to billing, etc.)

As part of this subtask, FTN will develop a series of maps illustrating these relationships for presentation to the City.

Subtask 1.6. In cooperation with the City, develop appropriate and agreeable initial base rates for residential and non-residential properties. This includes analysis of the information developed in the Subtasks 1.1 through 1.5 and research into fee structures established by similar municipalities in the mid-South region.

Subtask 1.7. Develop a planning level assessment of the potential overall impacts to the City if the stormwater utility fee is implemented versus the impacts or implications if the utility is not established and funded.

TASK 2 — EVALUATE BILLING CONSIDERATIONS

FTN will meet with Street and Engineering Department staff, the City finance director and City attorney to review the proposed rate structure and to determine potential issues to be addressed with respect to billing. This meeting will also serve to address potential limitations or exemptions to the stormwater utility fee.

In conjunction with appropriate City staff, FTN will coordinate with Conway Corporation with regard to the mechanism and costs of billing for the utility.

TASK 3 — DEVELOP DRAFT ORDINANCE

FTN will develop a draft ordinance for the City’s use in establishing a stormwater utility. The ordinance will address the structure and general responsibilities of the utility, the initial base rate fees to be charged to customers, and outline the constraint on the utilization of funds derived from the proposed fees. The ordinance will also outline the format of future tiered fee structures and include a time table for future activities associated with refining the fee structure (e.g., implementation of a tiered fee structure, establishment of exemptions and credits, etc.) and amending the ordinance. The potential future changes will generally be based on anticipated studies or activities identified under preceding tasks.

TASK 4 — COMMITTEE AND COUNCIL MEETINGS

FTN will prepare for and attend a committee and City council meetings as well as other requested public meetings. Because the specific timing and nature of these meetings is not known, the estimated fee budget is based on a maximum of 40 man-hours associated with preparation for and attendance at these meetings. It is understood that committee meetings occur on the same day as council meetings but that FTN may or may not be requested to be at both meetings on a given date, depending on the purpose of FTN’s participation. Specific dates for meeting participation will be coordinated with the City. It is anticipated that the first meeting may occur in September 2016. The final meeting will likely be in November 2016. The final meeting will be associated with the presentation of the draft ordinance for council consideration. This subtask does not include other meetings with City personnel associated with other Tasks. For committee meetings, it is anticipated that FTN will prepare submittals, suitable for distribution to the public, addressing the specific topics or presentation associated with FTN’s participation at the meeting(s). These submittals may include brief informational reports or summaries, including appropriate graphics, which will be available for the City to post to its website at its discretion.

TASK 5—COORDINATION

Under this task, FTN will provide general project management and coordination with the Client, including invoicing and monthly progress reports.



ASSUMPTIONS

1. City will provide timely responses to information requests by FTN.
2. Preparation for and attendance at any meetings not specifically described in the above tasks will be considered Additional Services.

May 10, 2016

EXHIBIT B

Standard Terms and Conditions For FTN Contracts with the City of Conway

1. Standard of Care The services provided by FTN shall be performed in accordance with generally accepted professional practice at the time when and the place where the services are rendered.
2. Independent Contractor FTN is an independent contractor and not an employee or agent of CLIENT. CLIENT is not responsible for any of its activities. Any taxes, licenses, permits, required filing of forms or any other conditions imposed upon or required to render FTN Services shall be satisfied by FTN at FTN's expense.
3. Insurance FTN shall procure and maintain insurance for protection from claims under workers' compensation acts. FTN shall procure and maintain liability insurance against claims based on FTN's negligence for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages based on FTN's negligence because of injury to or destruction of property including loss of use resulting therefrom. Upon award of this project, FTN shall add CLIENT as additional insured and will provide CLIENT with a Certificate of Insurance stating this fact.
4. Indemnification
 - a. FTN does hereby indemnify and save harmless CLIENT from and against any and all liability and claims of liability of any and every kind and nature, including without limitation bodily injury, death and property damage, arising out of any negligent act by FTN, and FTN, at FTN's sole expense, shall handle all such claims, defend all lawsuits filed against CLIENT therein, and reimburse CLIENT in cash for all reasonable expense incurred by CLIENT on account thereof, provided, that if CLIENT elects to retain independent counsel, FTN shall reimburse CLIENT for all costs reasonably incurred by CLIENT to defend itself through attorneys of CLIENT's choice. There is hereby excepted from the foregoing any and all liability and claims of liability solely attributable to acts of CLIENT's direct payroll employees, and there is hereby further excepted from the foregoing any and all liability and claims of liability for environmental pollution which are not the result of negligence on the part of FTN in FTN's performance of this contract.
5. Electronic Deliverables Any use or reuse of original or altered computer files by CLIENT or others without written verification by FTN for purposes other than for the specific purpose intended will be at CLIENT's risk and full legal responsibility. Furthermore, CLIENT will, to the fullest extent permitted by law, indemnify and hold FTN harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting therefrom. Any verification of such adaptation by CLIENT will entitle FTN to additional compensation at the then current rate.

Initial _____



The submitted data files are intended to work only as described. The files are compatible only with the software and operating platform described. FTN makes no warranty as to the compatibility of these files for versions of the software other than for those stated. FTN is not responsible for uses of the data outside of or beyond the scope of the Agreement.

Because data stored on electronic media can deteriorate undetected or can be modified without FTN's knowledge, CLIENT agrees that FTN will not be held liable for the completeness or correctness of the electronic media, with respect to its originally intended use as defined in the agreement, after an acceptance period of 30 days after delivery of the electronic files. FTN stands by the accuracy of sealed drawings that accompany submittals.

The electronic files are submitted to CLIENT for a 30-day Acceptance Period. During this period, CLIENT may review and examine these files; any errors, relative to the intended use of the files, detected during this time will be corrected by FTN as part of the basic agreement. Any changes requested after the Acceptance Period will be considered additional services to be performed on a time and materials basis, at the then current rates plus terms and conditions.

6. Termination This agreement may be terminated at any time, for any cause by either party upon thirty days written notice to the other party. In such event, CLIENT shall forthwith pay FTN in full for all work previously authorized by CLIENT and performed prior to notice of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement. Notwithstanding the termination or expiration of this agreement, the indemnities provided in paragraph 4 hereof shall survive and remain in full force and effect.
7. Assignment This Agreement shall not be assigned by FTN to any other party unless prior written approval is obtained from CLIENT. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. Limit of Liability It is understood that any and all professional liabilities incurred by FTN throughout the course of rendering professional services on this Project shall be limited to a maximum of the net fee received by FTN, not including reimbursable expenses and subconsultants, for all services rendered on the Project.
9. Precedence These Standard Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition notice to proceed, or like document regarding FTN's services.
10. Severability If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
11. Survival These Standard Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.
12. Controlling Law This Agreement is to be governed by and construed in accordance with the laws of the State of Arkansas.



Initial _____

EXHIBIT C

**2016 Fee Schedule¹
FTN Associates, Ltd.**

<u>Labor Category</u>	<u>Hourly Rate</u>
Professional 7	\$ 187.00
Professional 6	167.00
Professional 5	149.00
Professional 4	129.00
Professional 3	116.00
Professional 2	101.00
Professional 1	89.00
Technician 4	91.00
Technician 3	77.00
Technician 2	69.00
Technician 1	53.00
Executive Assistant	69.00
Word Processing	59.00

Direct Expenses

All direct project expenses will be invoiced at cost plus 10 percent. Direct project expenses include such items as travel, meals, lodging, shipping, supplies, consultants, subcontractors, etc. Vehicle mileage will be charged at standard IRS rates.

A charge of 2 percent is applied to the total labor amount to cover communication charges and computer expenses associated with computer applications, data storage and backup.

Should back-up data be requested for reimbursable expenses, it will be provided for an administrative fee.

Payment Terms

Unless other arrangements are made in writing, invoicing will be monthly for services completed. Payment is due in full within 30 days of invoice. A service charge of 1.5 percent per month will be charged on all balances over 30 days.

¹Effective January 1, 2016 – December 31, 2016



Initial _____

07.7.2016

Memo

To
Mayor Tab Townsell

From
B. Finley Vinson, P.E.

CC
City Council

Re
Licensed Professional
Civil Engineer
Compensation

Comments:

During the June 14, 2016 meeting the council requested additional information to aid in the evaluation of compensation rates for civil engineers. The three options that exist are as follows:

1. The salary range that was established for hiring purposes (\$70,000 to \$90,000 annually) could be expanded to existing employees. This would give the department head the responsibility of annually reviewing salaries for other licensed engineers and setting them appropriately within this range as part of the annual budget proposal to be reviewed and approved by the mayor and city council. Cost of living increases would apply independently to both the individual salaries and the range minimum and maximums.
2. An engineering certificate pay scale could be established. This requires two processes. The first establishes the certificate requirements, and the second establishes the pay scales. With regard to the certificates, I recommend the following list of approved certificates:
 - Flood Plain Manager Certification
 - Professional Traffic Operations Engineer Certification
 - Professional Transportation Planner Certification
 - 30 Professional Development Hours

Achievement of these certificates would result in the following certificate pay titles:

- Entry Level = 0 Certificates
- General = 1 Certificates
- Intermediate = 2 Certificates
- Advanced = 3 Certificates
- Senior = 4 Certificates

City of Conway Street & Engineering Department

(501) 450-6165
100 E Robins St, Conway, AR 72032

[www.cityofconway.org/pages/street-department/
firstname.lastname@cityofconway.org](http://www.cityofconway.org/pages/street-department/firstname.lastname@cityofconway.org)



With regard to pay scales, there are several options. The Johanson Group's proposed salaries and job titles is one starting point:

Engineer Intern: \$54,282
Advanced Engineer Intern: \$59,582
Civil Engineer: \$69,559
Senior Civil Engineer: \$80,852
Staff Engineer: \$87,265
Senior Staff Engineer: \$91,625
Traffic Engineer: \$95,251
City Engineer: \$95,251
Director of Street and Engineering Department: \$99,999

The first two positions are reserved for unlicensed "Engineer Intern", while the rest are for a licensed professional engineer. "Staff Engineer" is probably as high as is appropriate for a licensed engineer to be paid based on certificate pay. I recommend reserving the "Senior Staff Engineer" rate for something such as the Traffic Engineer or City Engineer, with the director above that.

A. Based on this, the following certificate pay scale could be used:

- i. Engineer Intern Entry Level: \$54,282
- ii. Engineer Intern General Certificate: \$59,582
- iii. Civil Engineer General Certificate: \$69,559
- iv. Civil Engineer Intermediate Certificate: \$80,852
- v. Civil Engineer Advanced Certificate: \$87,265

Another option is to use the December 26, 2015 AHTD salary Grid for guidance, which can be found here

https://www.arkansashighways.com/Employment/current_salary_schedule.pdf.

B. With this in mind, I recommend the following certificate pay scales.

- i. Engineer Intern Entry Level: \$49,972
- ii. Engineer Intern General Certificate: \$53,638
- iii. Civil Engineer Entry Level Certificate: \$65,286

- iv. Civil Engineer General Certificate: \$70,018
- v. Civil Engineer Intermediate Certificate:\$74,958
- vi. Civil Engineer Advanced Certificate: \$80,106
- vii. Civil Engineer Senior Certificate: \$85,488

- 3. The salary for all licensed professional civil engineers with similar job duties could be set at the rate established by the most recent hire. All licensed professional Civil Engineers, with the exception of the City engineer, Traffic Engineer, and/or Department Director would be paid \$82,000.



CONWAY PLANNING COMMISSION

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

MEMO

To: Mayor Tab Townsell
CC: City Council Members

From: Mark Lewis, 2016 Planning Commission Chairman
Date: June 21, 2016

Re: Request to amend Conditional Use Permit No. 1323 to change persons tied to permit due to a change in property ownership

A request to amend Conditional Use Permit No. 1323, allowing a public stable and equestrian related events center, an events center for non-equestrian events, and a restaurant for property located at 3725 College Avenue with the legal description:

Being a part of the N1/2 SE1/4, of Section 9, T-5-N, R-14-W, Faulkner County, Arkansas, described as beginning at the NW corner of the NE1/4 SE1/4 of said Section 9; thence N89°56'10" E along the North line of said NE1/4 SE1/4 372.6 feet; thence S0°28'26"W 400.0 feet; thence S89°56'20"W 624.8 feet; thence N9°17'47" East 404.29 feet to the North line of the NW1/4 SE1/4 of said section 9; thence N89°36'36"E 190.2 feet to the point of beginning, containing 5.45 acres, more or less.

was reviewed by the Planning Commission at its regular meeting on June 20, 2016. The Planning Commission voted 6-1 that this request be forwarded to the City Council with a recommendation for approval to amend condition 10, due to a change of property ownership, with all other existing conditions to remain. Justin Brown voted in opposition.

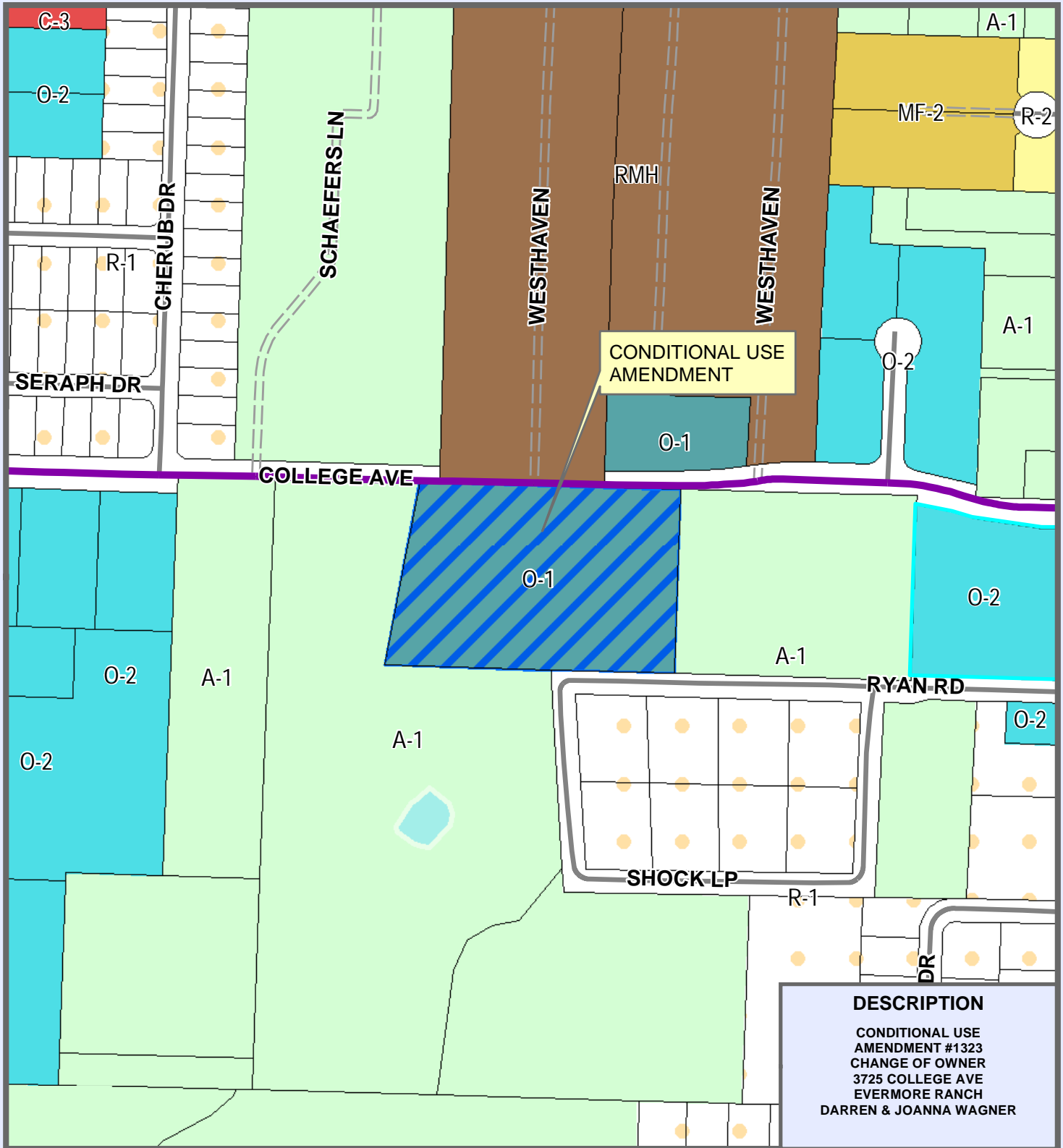
Amended condition:

10. This conditional use permit is tied to the applicants, Darren Wagoner and Joan White-Wagoner, only. The permit does not run with the land.

Please advise if you have any questions.

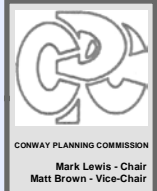
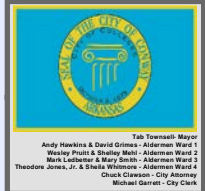
CITY OF CONWAY

EVERMORE RANCH -- CONDITIONAL USE

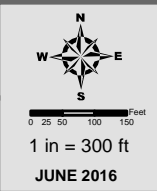


DESCRIPTION

CONDITIONAL USE AMENDMENT #1323
CHANGE OF OWNER
3725 COLLEGE AVE
EVERMORE RANCH
DARREN & JOANNA WAGNER



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



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

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

MEMORANDUM

TO: City Council Members/Mayor Tab Townsell
FROM: Chief Jody Spradlin
DATE: July 12, 2016
SUBJECT: Request for disposal of assets

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

- 2004 Crown Victoria (VIN: 46871)
- 2004 Crown Victoria (VIN: 46782)
- 2006 Crown Victoria (VIN: 64266)

I would like to request approval to remove these items from our inventory listing and to dispose of them. I would also like to request that the proceeds from the cars be appropriated into the Police Department Vehicle Maintenance account (001.121.5450). These vehicles will be sold through auction, "as is", on www.publicsurplus.com.

Thank you for your consideration.



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

AN ORDINANCE APPROVING DISPOSAL OF POLICE DEPARTMENT FLEET FOR THE CITY OF CONWAY; AND FOR OTHER PURPOSES:

Whereas, The City of Conway has surplus vehicles which are obsolete, no longer used by the City, and of no value to the City; and

Whereas, the vehicles cannot be disposed of through normal means due to modifications that disable the supplemental occupant restraint system; and

Whereas, the City of Conway desires to donate these vehicles to the Arkansas State Police to be used as pit cars for training purposes.

2005 Ford Crown Victoria	VIN#08914
2007 Ford Crown Victoria	VIN#59130
2007 Ford Crown Victoria	VIN#59133
2008 Ford Crown Victoria	VIN#62807

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

Section 1. The City of Conway shall gain economic benefit by avoiding the cost of disposal of vehicles will donate certain obsolete vehicles to the Arkansas State Police. Records of items disposed of will be prepared and provided to the Finance Department.

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

PASSED this 12th day of July, 2016.

Approved:

Mayor Tab Townsell

Attest:

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



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

AN ORDINANCE APPROPRIATING REIMBURSEMENT FUNDS FROM VARIOUS COMPANIES; AND FOR OTHER PURPOSES

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

Various Companies	\$ 1,337.13	Extra Duty Proceeds
US Marshals	\$ 3,070.36	Reimbursement for Lt. Harris
Back the Blue	\$ 435.00	General Donation
Various Companies	\$ 145.00	Child Safety Fair
Petsmart Charities	\$ 410.00	Rescue Waggin

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 \$1,337.13 from 001.121.4185 to the Police Department’s overtime expense account 001.121.5114.

Section 2. The City of Conway shall appropriate funds from the US Marshals in the amount of \$3,070.36 from 001.121.4186 to the Police Department’s Salaries expense account 001.121.5111.

Section 3. The City of Conway shall appropriate funds from Back the Blue in the amount of \$435.00 from 001.119.4705 to the Police Department’s miscellaneous expense account 001.121.5799.

Section 4. The City of Conway shall appropriate funds from various companies in the amount of \$145.00 from 001.119.4705 to the Police Department’s Child Safety Fair expense account 001.121.5760.

Section 5. The City of Conway shall appropriate funds from Petsmart Charities in the amount of \$410.00 from 223-127-4705 to the Animal Welfare Unit’s Spay and Neuter Miscellaneous Supplies expense account 223.127.5699.

Section 6. All ordinances in conflict herewith are repealed to the extent of the conflict.

PASSED this 12th day of July 2016.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

CONWAY WEALTH MANAGEMENT

Greg Pillow, CFP®

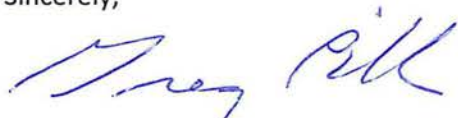
July 7, 2016

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

Dear Mayor Townsell,

Effective July 11, 2016, my company, Conway Wealth Management, Inc. is purchasing Jason Rapert's book of business. All of his current accounts will be reassigned to our office sometime shortly after July 11. As you are aware, Jason is the current servicing advisor on the City of Conway's American Funds 457 plan. I am writing this letter to inform you of this change, and hope that the city will allow me to service this plan. Based on information from American Funds, the city should not have to sign any forms for this change to occur. If we hear differently we will let you know. I hope that you and the council will allow us to continue to serve employees of the city. Please call me at 501-358-3994 if you have any questions concerning this information.

Sincerely,



Greg Pillow

707 Parkway Suite 104 • Conway, AR 72034
Phone: 501.358.3994 • Fax: 501.358.3997
www.conwaywealthmanagement.com

CITY OF MAYFLOWER, ARKANSAS

RANDY HOLLAND

Mayor

June 20, 2016

Mayor Tab Townsell
Chief of Staff Jack Bell
Conway City Hall
Conway, Arkansas 72032

RE: Infrastructure cost associated with the Conway Western Arterial Loop

Dear Mayor Townsell:

You, along with Engineers Ronnie Hall and Finley Vinson met with Mayor Randy Holland, Water/Wastewater Superintendent Raymond Arnold, Barbara Mathes, and Engineer Mac Compton with Mehlburger/Brawley Engineering Firm at Mayflower City Hall on Monday March 28, 2016. The meeting was held to discuss relocating the Mayflower Waterworks' infrastructure that is being impacted by the Conway Western Arterial Loop that will be crossing Sturgis Road.

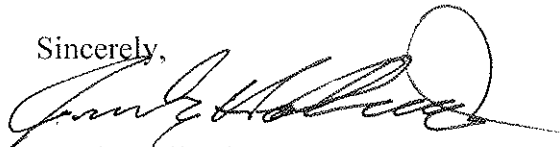
During the discussion you did agreed to pay the cost of relocating the infrastructure. However, during the meeting it was not stipulated on how the project was going to be handled or funds would be disbursed. You just stated that funds would be available. We believe this agreement should be in writing so that both parties have a clear understanding of all costs of this project and that the funds are readily available to the City of Mayflower for work that has or will be performed.

Currently, Mehlburger/Brawley have plans ready to submit to the Arkansas Department of Health Engineering Section for review. The attachment is the cost of the project that Mehlburger/Brawley submitted to Mayflower Waterworks for relocating the infrastructure and all other associated fees.

We need to get this project in motion due to a leak that is behind the new partition wall where a six inch (6") water main and two (2) water service lines have been lowered to allow a sixty inch (60") drainage pipe and partition wall to be installed.

Please verify in writing that you are in agreement with these costs associate with the relocation of the infrastructure associate with the Conway Western Arterial Loop. Thank you.

Sincerely,



Randy Holland
Mayor



BRAWLEY

Engineer's Opinion of Probable Construction Cost

Conway Western Arterial Loop

City of Mayflower, Arkansas

June 14, 2016

Page 1 of 1

MB Project No.: MYF-15-01

Conway Western Arterial Loop Watermain Relocations

Item	Description	Unit	Qty	Unit Price	Total Price
1	6" SDR-21 PVC (Class 200)	LF	1,275	\$ 25.00	\$ 31,875.00
3	2" SDR-21 PVC (Class 200)	LF	715	\$ 14.00	\$ 10,010.00
5	Connection to Existing 6" Water Main	EA	3	\$ 1,000.00	\$ 3,000.00
6	12" Steel Encasement Pipe w/ Spacers & Bootend Seals	LF	182	\$ 350.00	\$ 63,700.00
7	2" MJ DI Gate Valve w/ Midco Retainer Glands	EA	1	\$ 1,000.00	\$ 1,000.00
9	6" MJ DI Gate Valve w/ Midco Retainer Glands	EA	4	\$ 1,600.00	\$ 6,400.00
10	Cast Iron Valve Box and Concrete Collar	EA	5	\$ 350.00	\$ 1,750.00
11	New Single Service Connection	EA	12	\$ 500.00	\$ 6,000.00
12	New Blow-Off Valve Assembly	EA	2	\$ 850.00	\$ 1,700.00
13	Gravel Surface Repair	SY	30	\$ 35.00	\$ 1,050.00
14	Testing and Disinfection	LS	1	\$ 5,500.00	\$ 5,500.00
15	Traffic Control	LS	1	\$ 3,000.00	\$ 3,000.00
16	Mobilization	LS	1	\$ 2,700.00	\$ 2,700.00
17	Bonds, Insurance, Permits, & Other Overhead Expenses	LS	1	\$ 5,400.00	\$ 5,400.00
Construction Total					\$ 143,085.00
Engineering Fee					\$ 17,500.00
Resident Project Representative Fee					\$ 17,500.00
Easements					\$ 5,000.00
AHD FEE					\$ 500.00
10% Contingency					\$ 14,400.00
Total Project Cost					\$ 197,985.00