



City of Conway Council Agenda

Council Meeting Date: May 26th, 2015

5:30pm – Committee Meeting: No Committee Meeting

6:30pm - Council Meeting

Call to Order: Mayor Tab Townsell

Roll Call: City Clerk/Treasurer Michael O. Garrett

Minutes Approval: May 12th, 2015

Employee Service Awards

Mayor Tab Townsell

City Clerk Michael O. Garrett

City Attorney Chuck Clawson

City Council Members

Ward 1 Position 1 – Andy Hawkins

Ward 1 Position 2 – David Grimes

Ward 2 Position 1 – Wesley Pruitt

Ward 2 Position 2 – Shelley Mehl

Ward 3 Position 1 – Mark Ledbetter

Ward 3 Position 2 – Mary Smith

Ward 4 Position 1 – Theodore Jones Jr.

Ward 4 Position 2 – Shelia Whitmore

1. Report of Standing Committees:

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

1. Discussion regarding the acquisition of the historic Springfield Bowstring Bridge located near Springfield, AR crossing Faulkner and Conway counties.
2. Consideration to accept the 2015 CDBG allocations.
3. Consideration to enter into an agreement with Garver Engineers to oversee the additional parking and drainage work at the Conway Airport.
4. Consideration for approval of two change order request for Stage 2A and Stage 2B projects for the Conway Airport.
5. Consideration to approve right of way acquisition offer for Tract 15 & Tract 16 owned by the City of Conway near Beaverfork Lake for the Hwy 25 relocation project.
6. Consideration to accept quotes for asphalt paving work for the Street Department.
7. Consideration to accept bids for the annual (2015) pavement marking work for the Street Department.
8. Consideration to enter into an agreement with O.R. Colan for right of way/property acquisition for the Sixth Street/Central Landing Blvd Project.
9. Ordinance to rezone property located at 829 and 831 Faulkner Street from R-2A to O-2.
10. Ordinance to rezone property located at 1674 South Salem Road from A-1 to R-1.

11. Consideration to approve a conditional use request for a bank for property located at 2900 and 2920 Prince Street.

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

1. Ordinance waiving bids for the purchase of an upgrade to the optical sorter on the recycling line for the Sanitation Department.

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

1. Ordinance appropriating funds for civil service expenses related to promotional police officer testing & amended civil services rules and regulations.
2. Ordinance appropriating grant funds from the S.T.E. P. grant program to the Conway Police Department.

D. Finance

1. Consideration to approve the monthly financial report ending April 30th, 2015.

E. New Business

1. Ordinance amending Ordinance No. O-15-31 (Door to Door Solicitation & Peddlers) for the Conway Police Department. (*Ordinance will be provided by City Attorney Chuck Clawson prior to meeting*)

Adjournment

Employee Service Awards



City of Conway
Human Resources Department
City Hall
1201 Oak Street
Conway, Arkansas 72032
www.cityofconway.org

Date: May 19, 2015

To: A. J. Gary Steve Ibbotson
Finley Vinson

Cc: Brandy Arnold Meg Hawkins
Rhonda Sutton

From: Lisa Mabry-Williams

Subject: Years of Service Recognition – Presentation of Pins

The City will present service pins in recognition of employees with 5, 10, 15, 20, 25 and 30 years of service at the 2nd City Council Meeting of each month. Mayor Townsell will present the pins to the employees. During the Council meeting on Tuesday, May 26th at 6:30 p.m. the following employees are eligible to receive a pin:

<u>Years of Service</u>	<u>Name</u>	<u>Date of Hire</u>	<u>Department</u>
5	Travis Holland, Maintenance Specialist	05/24/2010	Street
15	Andrew Freeman, Asphalt/Construction Specialist with CDL Sergeant James Presley	05/30/2000 05/15/200	Street Police
20	Jeff Roberts, Grounds Supervisor II	05/30/1995	Parks & Recreation

We would like to extend an invitation to the above listed employees to attend the City Council meeting at 6:30 p.m. on Tuesday, May 25th, 2015. The service pin presentation will be the first item on the Council agenda. Please let me know if you and your respective employees plan to attend the meeting to receive their pins from the Mayor. Thank you for your assistance.



CITY OF CONWAY

Community Development

Memo

To: Mayor and City Council Members
From: Lauralee Wilcox McCool, CDBG Director
Date: 5/19/2015
Re: 2015 CDBG Allocations

The following spreadsheet outlines the most recent round of CDBG applications and this department's recommendation on how to allocate the resources.

We are getting very close to seeing development in the Pine Street Neighborhood. We currently have engineering contracts open and plan to finalize utility upgrades and alleyway easement and pre-construction in 2015. The funds requested would allow us to begin projects slated prior to receiving 2016 funds including alley construction, demolition, Siebenmorgan improvements and sidewalks.

Of critical importance is spending down CDBG allocations prior to Nov. 1 under all federal regulations. Based solely on this factor, we recommend the allocation of \$65,736 to the Faulkner County Council on Aging to aide in paying down their new facility.

Further, due to some past projects coming in under budget or falling through, the department has additional funds that need to be reallocated to capital projects. The plan is to allocate those funds this summer with projects from this application cycle being considered.

Transportation asks increased this year. We continue to make transportation a priority of CDBG funds and met each ask this year.

If you have any questions or concerns, please feel free to contact me. My email is lauralee.mccool@cityofconway.org and my cell phone number is 501.733.1782.

2015 City of Conway CDBG Allocations

<u>Project</u>	<u>Description</u>	<u>Cost of Service</u>	<u>Request</u>	<u>No. Served</u>	<u>Allocated</u>
Pine Street Revitalization	Completion of neighborhood design, alley const. and utilities		\$91,120		\$200,000
Independent Living Services	Completion of drainage project with landscaping	\$20,000	\$20,000	17	
Soul Food Café	Building Rehab - sprinklers and fire alarm	\$101,084	\$100,000	1,927	
Faulkner County Council on Aging	Building payoff	\$2,039,375	\$193,435	52	\$65,736
Ministry Center	Building rehab for homeless	\$57,508	\$57,508	300	
City of Hope	Playground equipment	\$22,432	\$7,000	77	
Project Total					\$265,736
<u>Public Services</u>					
Bethlehem House	Transportation	44524	\$3,000	195	\$3,000
Boys and Girls Club	Transportation	\$67,000	\$10,000	400	\$10,000
FC Council on Aging	Transportation	\$55,963	\$18,000	208	\$18,000
FC Day School	transportation	\$536,831	\$10,000	200	\$10,000
Independent Living Services	Transportation		\$10,000		\$15,208
Women's Shelter	Transportation	\$12,500	\$5,000		\$5,000
Ministry Center	Transportation - van purchase	\$30,000	\$30,000		
			\$0		
Public Services Total			\$0		\$61,208
Administration Total					\$81,610
Grant Total					\$408,554



*City of Conway Municipal Airport
Cantrell Field*

*Josh Zylks
Airport Manager*

TO: Mayor Tab Townsell

CC: City Council Members

FROM: Josh Zylks, Airport Manager

DATE: May 19, 2015

SUBJECT: Approval of Garver's Professional Service Contract for ADA Grant

The attached Professional Services Agreement with Garver Engineers covers the necessary engineering and construction observation work necessary to design and oversee the additional parking and drainage work at the airport funded by the 90/10 Arkansas Department of Aeronautics Grant.

The part of the agreement covering construction observation services will be on an hourly as-needed basis. Total costs for design and observation services are estimated at \$20,000.00. This amount is covered by the ADA Grant at the 90/10 split.

Thank you for your consideration to continue the City's partnership with Garver for work at the airport.

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



4701 Northshore Drive
North Little Rock, AR 72118

TEL 501.376.3633
FAX 501.372.8042

www.GarverUSA.com

May 5, 2015

Josh Zylks
City of Conway
1201 Oak Street
Conway, AR 72032

Re: Letter Contract for Professional Engineering and Surveying Services
ADA Grant Services

Dear Josh:

With this letter contract, we (Garver, LLC – “Garver”) are pleased to propose our services to you (City of Conway– “Client”) related to improvements funded by an Arkansas Department of Aeronautics (ADA) grant. This letter will describe our proposed scope of services, performance schedule, and payment terms.

Scope of Services

We understand that you want us to provide engineering services for the project. More specifically, we propose to accomplish the following:

1. Administrative Services – Garver will provide project sketches, layouts, and cost estimate to support an ADA grant application. Garver will prepare an ADA grant application.
2. Design Services – Garver will provide design services for items to be funded with the ADA grant. These items include additional terminal parking, ditch paving, and additional landscaping adjacent to the corporate hangar.
3. Construction Phase Services – Garver will provide construction observation as requested to complete the work funded under the ADA grant.

The Client will provide and/or accomplish the following:

1. Right of entry to the property.
2. Previous available surveys, reports, etc.
3. Current boundary survey with easements of record plotted
4. Paying all plan review and advertising costs.
5. Furnishing all permits and providing permit review fees.
6. Client will not hire any of Garver’s employees during performance of this contract and for a period of one year beyond completion of this contract.

For clarification, our proposed scope of services does not include the following:

1. Utility relocation design other than water and sewer.
2. Preparation of a Stormwater Pollution Prevention Plan.
3. Wetlands identification or mitigation design or other work related to environmentally or historically (culturally) significant items.
4. Changes to major design elements after previous direction or approval or redesign to accommodate Client’s or Owner’s budget after receipt of construction bids that exceed Garver’s cost opinions.

5. Construction materials testing.

These and other services are considered as extra work and can be added to this agreement by written amendment.

Schedule

We will begin the work immediately and will accomplish the work on a mutually agreeable schedule.

Payment Terms

The Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix A for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to GARVER under this agreement is estimated to be \$20,000. The actual total fee may exceed this estimate. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification. The rates shown in Appendix B will be increased annually with the first increase effective on or about June 1, 2016.

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

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

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

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

Additional Services (Extra Work). For work not described or included in the Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix A will be increased annually with the first increase effective on or about June 1, 2016.

Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Client and Garver, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Garver and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of Garver and its subconsultants to all those named shall not exceed Garver's total fee for services

Mr. Zylks
May 5, 2015
Page 3 of 3

rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Garver shall not be liable to Client for any special, indirect, or consequential damages, such as, but not limited to, loss of revenue or loss of anticipated profits.

Please indicate your acceptance of this proposed contract and authorization to proceed by signing in the space provided below. Please return one signed original of this contract to us for our records. We appreciate the opportunity to provide our services to you.

Sincerely,

GARVER, LLC

Michael J. Griffin
Vice President

Accepted for City of Conway by: _____ Title: _____ Date: _____

CC:

Attachments: Appendix A – Garver Hourly Rates



APPENDIX A
ADA Grant Services
Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1.....	\$ 98.00
E-2.....	\$ 112.00
E-3.....	\$ 137.00
E-4.....	\$ 160.00
E-5.....	\$ 194.00
E-6.....	\$ 242.00
Planners / Environmental Specialist	
P-1.....	\$ 117.00
P-2.....	\$ 147.00
Designers	
D-1.....	\$ 90.00
D-2.....	\$ 106.00
D-3.....	\$ 127.00
D-4.....	\$ 147.00
Technicians	
T-1.....	\$ 71.00
T-2.....	\$ 91.00
T-3.....	\$ 109.00
Surveyors	
S-1.....	\$ 44.00
S-2.....	\$ 57.00
S-3.....	\$ 78.00
S-4.....	\$ 111.00
S-5.....	\$ 146.00
S-6.....	\$ 167.00
2-Man Crew (Survey).....	\$ 180.00
3-Man Crew (Survey).....	\$ 222.00
2-Man Crew (GPS Survey).....	\$ 200.00
3-Man Crew (GPS Survey).....	\$ 243.00
Construction Observation	
C-1.....	\$ 87.00
C-2.....	\$ 111.00
C-3.....	\$ 135.00
Management/Administration	
X-1.....	\$ 56.00
X-2.....	\$ 76.00
X-3.....	\$ 106.00
X-4.....	\$ 145.00



*City of Conway Municipal Airport
Cantrell Field*

*Josh Zylks
Airport Manager*

TO: Mayor Tab Townsell

CC: City Council Members

FROM: Josh Zylks, Airport Manager

DATE: May 19, 2015

SUBJECT: Approval of Change Order #2 for Stage 2A Job

During construction of the Stage 2A project at the Conway Airport it was necessary to remove some of the electrical work and push that work off into the Stage 2B contract.

This change order will accomplish that by reducing the cost of the Stage 2A Contract with Weaver-Baily Contractors by \$188,241.77.

I would request that you approve this change order as submitted.

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



Construction Contract Change Order

Project: New Conway Airport - Stage 2A Paving Construction Garver Job No. 1101-1500	Change Order No. 2 Date Prepared: 04-23-15 Prepared By: BSM
Owner: City of Conway 100 East Robins Conway, AR 72032	Contractor: Weaver-Bailey Contractors, Inc. P.O. Box 60 El Paso, AR 72045

Description of Work Included in Contract
 Stage 2A Paving Construction

Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)

- A. No. 6 Awg Solid, Bare Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, including Ground Rods and Ground Connectors: Reconciliation of Quantities.
- B. Concrete Encased, Electrical Duct Bank, 2-Way 2"C: Reconciliation of Quantities.
- C. Concrete Encased, Electrical Duct Bank, 1-Way 2"C: Reconciliation of Quantities.
- D. Concrete Encased, Electrical Duct Bank, 4-Way 4"C: Reconciliation of Quantities.
- E. Embankment In Place: Reconciliation of Quantities.
- F. Unsuitable Excavation: Reconciliation of Quantities.
- G. Soil-Cement Base Course (8" Thickness): Reconciliation of Quantities.
- H. Portland Cement Concrete Pavement (11" Thickness): Reconciliation of Quantities.
- I. Seeding: Reconciliation of Quantities.
- J. Sodding: Reconciliation of Quantities.
- K. Additional Soil Cement Base Course: Reconciliation of Quantities.

Attachments:

Contract Changes	Bid Item No.	Bid Item Description	Previous Estimated Quantity	Unit of Measure	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost
A.	L-108-5.1	No. 6 Awg Solid, Bare Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, including Ground Rods and Ground Connectors	4000	LF	\$1.85	5379	\$1.85	\$7,400.00	\$9,951.15
B.	L-110-5.1	Concrete Encased, Electrical Duct Bank, 2-Way 2"C	284	LF	\$22.66	401	\$22.66	\$6,435.44	\$9,086.66
C.	L-110-5.2	Concrete Encased, Electrical Duct Bank, 1-Way 2"C	1,606	LF	\$14.42	2,735	\$14.42	\$23,158.52	\$39,438.70
D.	L-110-5.3	Concrete Encased, Electrical Duct Bank, 4-Way 4"C	815	LF	\$39.14	921	\$39.14	\$31,899.10	\$36,047.94
E.	P-152-4.2 C.O.1.1B	Embankment In Place	6729	CY	\$7.87	7543.5	\$7.87	\$52,957.23	\$59,367.350
F.	P-152-4.3	Unsuitable Excavation	2000	CY	\$13.17	0	\$13.17	\$26,340.00	\$0.00
G.	P-301-6.1 C.O.1.1C	Soil-Cement Base Course (8" Thickness)	188056	SY	\$4.71	147900	\$4.71	\$885,743.76	\$696,609.00
H.	P-501-8.1a C.O.1.1D	Portland Cement Concrete Pavement (11" Thickness)	112238	SY	\$32.94	112471	\$32.94	\$3,697,119.72	\$3,704,794.75
I.	T-901-5.1	Seeding	20	ACRE	\$1,493.50	11.39	\$1,493.50	\$29,870.00	\$17,010.97
J.	T-904-5.1	Sodding	6100	SY	\$2.27	5524	\$2.27	\$13,847.00	\$12,539.48
K.	C.O.1.1E	Additional Soil Cement Base Course	188056	SY	\$0.33	193156	\$0.33	\$62,058.48	\$63,741.48
								\$0.00	\$0.00
Summation of Cost								\$4,836,829.25	\$4,648,587.48
Net Cost for this Change Order									(\$188,241.77)

Estimated Project Cost	Time Change
Estimated Project Cost	Contract Start Date
Original Contract Amount	November 26, 2012
\$4,398,660.43	Original Contract Time (calendar days)
Previously Approved Changes	250
\$650,304.90	Previously Approved Changes (calendar days)
This Change Order	50
(\$188,241.77)	This Change Order (calendar days)
New Contract Amount	September 22, 2013
\$4,860,723.56	New Construction Completion Date

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS INDICATED ABOVE			
Engineer: Garver			
_____	_____	_____	_____
Engineer's Signature	Title	Date	
ACCEPTED BY CONTRACTOR			
_____	_____	_____	
Contractor's Signature	Title	Date	
APPROVED BY OWNER			
_____	_____	_____	
Owner's Signature	Title	Date	



*City of Conway Municipal Airport
Cantrell Field*

*Josh Zylks
Airport Manager*

TO: Mayor Tab Townsell

CC: City Council Members

FROM: Josh Zylks, Airport Manager

DATE: May 19, 2015

SUBJECT: Approval of Change Order #2 for Stage 2B Job

During construction of Stage 2A project at the Conway Airport it was necessary to remove some of the electrical work from Stage 2A work and add that work to the Stage 2B contract.

This change order will accomplish that by increasing the cost of the Stage 2B Contract with Weaver-Baily Contractors by \$183,798.80.

I would request that you approve this change order as submitted.

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



Construction Contract Change Order

Project: Stage 2B - Paving and Lighting Garver Job No. 1201-1500	Change Order No. 2 Date Prepared: 4/15/2015 Prepared by: BSM
Owner: City of Conway 100 East Robins Conway, AR 72032	Contractor: Weaver-Bailey Contractors, Inc. P.O. Box 60 El Paso, AR 72045

Description of Work Included in Contract
 Stage 2B - Paving and Lighting

- Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)**
- A. Concrete encased electrical conduit (1 Way, 2 inch C)
 - B. Double 2" Schedule 40 Pipe (Same Trench)
 - C. Single 4" Schedule 40 Pipe
 - D. Sod with netting
 - E. Add 95 L.F. of 8" Sch. 40 pipe
 - F. Service conduit upgrade from 3" CGRSC to 4" CGRSC
 - G. Installation of conduits for future generator and transfer switch
 - H. Drain Conduits, 1 way 2"
 - I. Drain Discharge on Embankment
 - J. Drain Discharge on Storm Drain
 - K. 3'x3' Fiber Mat under RW and TW light bases
 - L. Additional for foundation beacon (7'x7'x7' to 10'x10'x7'), including extra forming and form rental
 - M. Remove existing 4 way, 4 inch concrete encased duct bank and reconnect (Already paid for non-encased 4W 4") - including demolition jack hammering and concrete encasement (7CY)
 - N. LED PAPI upgrades including spare parts; breaker change out on LED PAPI
 - O. Additional unclassified excavation
 - P. Additional embankment in place
- Attachments: None

Contract Changes	Bid Item No.	Bid Item Description	Previous Estimated Quantity	Unit of Measure	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost
A.	C02.1	Concrete Encased Electrical Conduit (1 Way, 2 inch C)	0	L.F.	\$0.00	700	\$19.80	\$0.00	\$13,860.00
B.	C02.2	Double 2" Schedule 40 Pipe (Same Trench)	0	L.F.	\$0.00	320	\$10.00	\$0.00	\$3,200.00
C.	C02.3	Single 4" Schedule 40 Pipe	0	L.F.	\$0.00	620	\$10.00	\$0.00	\$6,200.00
D.	C02.4	Sod with Netting	0	S.Y.	\$0.00	6,791	\$4.00	\$0.00	\$27,164.00
E.	C02.5	8" Sch. 40 Pipe	0	L.F.	\$0.00	95	\$17.00	\$0.00	\$1,615.00
F.	C02.6	Service Conduit Upgrade	0	L.S.	\$0.00	1	\$610.92	\$0.00	\$610.92
G.	C02.7	Conduits for Future Generator and Transfer Switch	0	L.S.	\$0.00	1	\$9,359.57	\$0.00	\$9,359.57
H.	C02.8	Drain Conduits	0	L.F.	\$0.00	1222	\$12.10	\$0.00	\$14,786.20
I.	C02.9	Embankment Drain Discharge	0	EA	\$0.00	3	\$1,100.00	\$0.00	\$3,300.00
J.	C02.10	Storm Drain Discharge	0	EA	\$0.00	16	\$2,200.00	\$0.00	\$35,200.00
K.	C02.11	Fiber Mat	0	EA	\$0.00	353	\$5.50	\$0.00	\$1,941.50
L.	C02.12	Foundation Beacon	0	C.Y.	\$0.00	13.3	\$122.22	\$0.00	\$1,625.53
M.	C02.13	Concrete Encased Duct Bank (Remove/Reconnect)	0	L.F.	\$0.00	20	\$82.50	\$0.00	\$1,650.00
N.	C02.14	PAPI Upgrades	0	L.S.	\$0.00	1	\$17,620.26	\$0.00	\$17,620.26
O.	P-152-4.1 CO2.15	Unclassified Excavation	5,947	C.Y.	\$9.33	7371.20	\$9.33	\$55,485.51	\$68,773.30
P.	P-152-4.2 CO2.16	Embankment In Place	68,327	C.Y.	\$8.44	72163.26	\$8.44	\$576,679.88	\$609,057.91
Summation of Cost								\$632,165.39	\$815,964.19
Net Cost for this Change Order								\$183,798.80	

Estimated Project Cost		Time Change	
Original Contract Amount	\$6,462,856.01	Contract Start Date	October 7, 2013
Previously Approved Changes	(\$1,567,143.63)	Original Contract Time (calendar days)	328
This Change Order	\$183,798.80	Previously Approved Changes (calendar days)	0
New Contract Amount	\$5,079,511.18	This Change Order (calendar days)	0
		New Construction Completion Date	June 1, 2014

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS INDICATED ABOVE
Engineer: Garver

Engineer's Signature	Title	Date

ACCEPTED BY CONTRACTOR

Contractor's Signature	Title	Date

APPROVED BY OWNER

Owner's Signature	Title	Date

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

Scott E. Bennett
Director
Telephone (501) 569-2000
Voice/TTY 711



P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400
www.arkansashighways.com

Date

City of Conway

Job 080397
Hwy. 25 Relocation (I – 40 North) (S)
Faulkner County
Tract: 15

Dear Property Owner(s):

A negotiator for the Arkansas State Highway Commission has presented to you a Contract to Sell offering to purchase the fee simple title to your property needed for highway purposes. A description of the property needed is attached. The negotiator will contact you within 10 business days for your response that should include all issues or concerns you may have regarding the offer. It is anticipated that negotiations should be concluded within 30 calendar days from the date of the initial contact.

The offer of \$100.00 is based on the opinion of a qualified real estate appraiser. The offered amount is based on the market value concept and is broken down as follows: \$100.00 as just compensation for the realty to be acquired.

Should you elect to accept this offer, the State will determine if you convey a merchantable title, and if so, a property deed conveying the land to the Arkansas State Highway Commission will be prepared and you will be paid the amount contained in the written offer.

If you make a final rejection of this offer, and if the Arkansas State Highway Commission elects to do so, a condemnation suite will be filed and the amount that the Arkansas State Highway Commission has determined to be estimated just compensation for your property will be deposited into the Registry of the Circuit Court of the County. You may at this time elect to accept the amount deposited as just compensation for your property. If you elect to do so, the Circuit Court will be asked to enter Judgment in the sum of the estimated just compensation and this amount will be paid to you thereby disposing of the condemnation suit.

If you do not elect to accept the amount deposited as estimated just compensation, than you may withdraw the amount placed on deposit as estimated just compensation without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury by the Circuit Court of the County in which your lands are situated to determine just compensation for your lands condemned.

In either event, payment of the estimated just compensation will be made available to you prior to vacating your property.

Yours truly,



Perry M. Johnston
Division Head
Right of Way Division

PMJ:kz

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

Right of Way Division - Appraisal Section

SUPPLEMENT TO APPRAISAL

May 1, 2015

TO: Acquisition Section Head, Right of Way Division

FROM: Nathan E. Broyles, Appraisal Section, Right of Way Division

NEB

SUBJECT: APPRAISAL SUPPLEMENT JOB: 080397 TRACT: 15

Per the attached memo and updated Right of Way plans, tract 15 on the above-referenced job is to be revised in the following ways; the ownership changed from Unknown to City of Conway. The size of the acquisition increased from 0.01 acres to 0.05 acres. This did not result in a revision of value estimate due to the estimated value of the acquisition is still below the minimal amount paid of \$100.00.

UPDATED ALLOCATION OF COMPENSATION

Land:	\$	100.00
Permanent Easements:	\$	
Temporary Easements:	\$	
Improvements:	\$	
Damages:	\$	
Cost to Cure Items:	\$	
Total Compensation:	\$	100.00

Donald R. Bearden

Concur

5-15

Date

ARKANSAS STATE HIGHWAY
AND TRANSPORTATION DEPT.
RECEIVED

MAY 06 2015

ACQUISITION SECTION
RIGHT OF WAY DIVISION

COPY

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
RIGHT OF WAY DIVISION ENGINEERING SECTION

INTER OFFICE MEMORANDUM

April 30, 2015

TO: Right of Way Division, Surveys Division, Legal Division and District 8

FROM: John Kendrick, Engineering Section Head, Right of Way Division

JHK
SUBJECT: Job 080397
Hwy. 25 Relocation (I-40 North)(S)
Route 25 Section 00
Faulkner County

Attached are the right of way plans and certificate of title on the above subject project showing following:

1. Added ownership and revised area to acquire on Tracts 15 and 16, ROW Sheet 3 and 9.
2. Deleted Tracts 17 and 18, ROW Sheets 3 and 9.

Plans, title certificates and legal descriptions may be accessed at:

[Click Here](#)
(csd5\row\enr\jobs\080397)

jb
Att.

JOB NAME: Hwy. 25 Relocation
(I-40 North) (S)

JOB
TRACT

080397
15

ORIGINAL
CONTRACT TO SELL
REAL ESTATE FOR HIGHWAY PURPOSES

Grantor: City of Conway
Address:

Grantee: ARKANSAS STATE HIGHWAY COMMISSION

IN CONSIDERATION of the benefits that will inure to the Grantor(s) and the public, the undersigned does hereby give and grant to the Arkansas State Highway Commission, an agency of the State of Arkansas, upon the terms and conditions hereinafter stated, the right to purchase the following described real estate, save and except such minerals therein and thereunder, as oil, gas, distillate, condensate, salt water and its component parts, and all other hydrocarbons which do not interfere with the surface use for highway purposes, situated in the County of Faulkner, State of Arkansas, to wit:

LEGAL DESCRIPTION

Part of the Southwest Quarter of the Southeast Quarter of Section 23 and part of the Northwest Quarter of the Northeast Quarter of Section 26, being in Township 6 North, Range 14 West, Faulkner County, Arkansas, more particularly described as follows:

Commencing at a 1 inch Pipe being used as the Northeast Sixteenth Corner of Section 26; thence North 02°13'33" East along the East line of the Northwest Quarter of the Northeast Quarter of Section 26 a distance of 365.00 feet to a point on the Southwesterly right of way line of Arkansas State Highway 25 as established by State Highway affidavit dated April 17, 2014; thence North 57°52'43" West along said right of way line a distance of 129.96 feet to a point; thence North 08°04'59" West along said right of way line a distance of 13.77 feet to a point; thence North 42°58'24" West along said right of way line a distance of 135.35 feet to a point; thence North 38°33'09" West along said right of way line a distance of 111.50 feet to a point; thence North 34°07'14" West along said right of way line a distance of 93.60 feet to a point; thence North 28°57'58" West along said right of way line a distance of 147.31 feet to a point; thence North 24°39'58" West along said right of way line a distance of 84.16 feet to a point; thence North 21°25'45" West along said right of way line a distance of 77.29 feet to a point; thence North 17°54'06" West along said right of way line a distance of 99.95 feet to a point; thence North 18°17'31" West along said right of way line a distance of 18.19 feet to a point; thence North 11°55'12" West along said right of way line a distance of 36.25 feet to a point; thence North 14°57'03" West along said right of way line a distance of 56.41 feet to a point; thence North 09°58'53" West along said right of way line a distance of 84.92 feet to a point; thence North 06°39'55" West along said right of way line a distance of 37.57 feet to the POINT OF BEGINNING; thence North 88°04'15" West a distance of 35.29 feet a point on the Westerly right of way line of Relocated Arkansas State Highway 25 as established by AHTD Job 080397; thence North 05°01'07" West along said right of way line a distance of 50.09 feet to a point; thence North 84°19'26" East along said right of way line a distance of 41.34 feet to a point on the Westerly right of way line of Arkansas State Highway 25 as established by State Highway affidavit dated April 17, 2014; thence in a Southerly direction along said right of way line on a curve to the left, having a radius of 1469.42 feet a distance of 41.52 feet having a chord bearing of South 05°58'52" East a distance of 41.51 feet to a point; thence continue in a Southerly direction along said right of way line on a curve to the left, having a radius of 1469.42 feet a distance of 14.26 feet having a chord bearing of South 07°04'07" East a distance of 14.26 feet to a point; thence North 88°04'15" West along said right of way line a distance of 7.57 feet to the

point of beginning and containing 0.05 acres more or less as shown on plans prepared by the AHTD referenced as Job 080397.

JB 8/12/14

Rev JB 4/27/15

- Uncontrolled Access
- Partially Controlled Access – Access break from Station _____ to Station _____
- Fully Controlled Access
- Fully Controlled Access with a frontage road
- Maintenance Agreement

PREAUDITED AND ACCEPTED:

Property Manager to Negotiator

By _____ Date _____

PAYMENT DUE ----- \$100.00

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

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

It is understood and agreed that closing costs will not accrue to the Grantor(s) as the Grantee's Attorney will prepare the necessary documents for closing and the Grantee will pay the cost of recording all instruments conveying title to the Arkansas State Highway Commission.

Grantor(s) further agrees neither to sell nor encumber the said real estate during the term of the "Contract to Sell".

The Arkansas State Highway Commission is hereby authorized and directed to make payment of the purchase funds for the conveyance to _____

Dated this _____ day of _____, 20____

Signature

Signature

Signature

Signature

A C K N O W L E D G M E N T

STATE OF)
) SS
COUNTY)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, acting within and for the aforesaid County, on this day personally appeared _____ well known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument and stated to me that _____ executed the same for consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this _____ day of _____, 20____.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

MORTGAGE AUTHORIZATION

Form must be filled out completely, signed and submitted to the Right of Way Division/Administrative Section immediately following first contact.

Job #: _____	Tract#: _____
Property Owner:	_____
Address:	_____

Telephone #:	_____
Social Security #/Federal I.D.#:	_____

Mortgage Company:	_____
Address:	_____

Telephone #:	_____
Loan #:	_____
Contact Person:	_____

Due to the construction of the above-mentioned project, we are acquiring property from your mortgagor. It will be necessary to obtain a Partial Release from your company. The mortgagor is aware that some or all the proceeds from this transaction may be required to be applied to the principal balance of the mortgage. The mortgagor is also aware that we will be negotiating only with the mortgagor and that any checks for funds conveyed will be made to the property owner.

If no mortgage exists, write "NONE and sign below where indicated."

This form must be completed and signed by the property owner, whether a mortgage exists or not.

By our signatures we are authorizing the Arkansas State Highway and Transportation Department to enter into the process necessary to obtain a Partial Release.

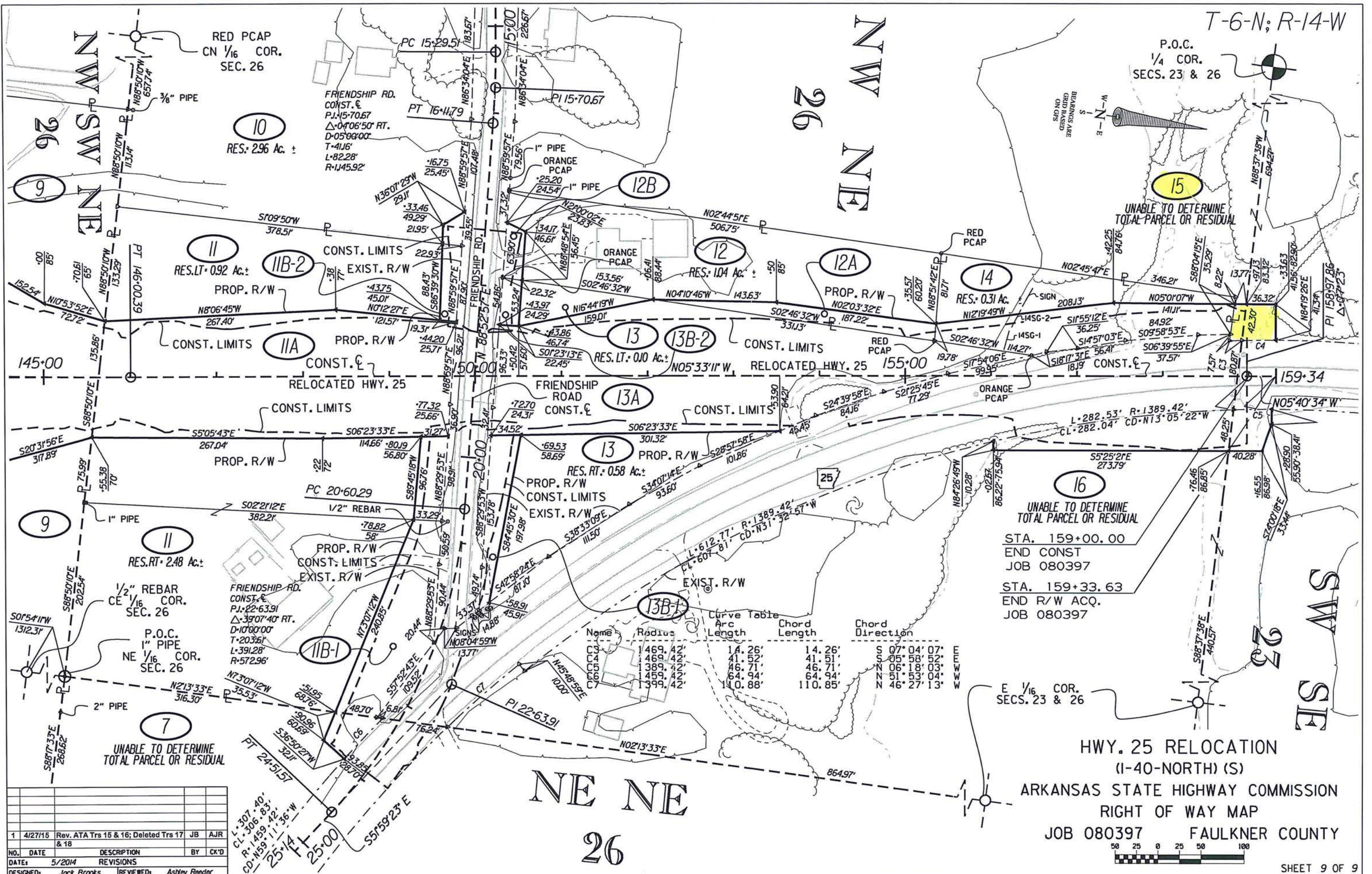
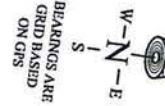
Property Owner / Mortgagor's Signature:

_____ Date: _____

_____ Date: _____

T-6-N; R-14-W

P.O.C.
1/4 COR.
SECS. 23 & 26

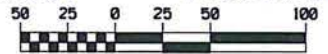


16
UNABLE TO DETERMINE
TOTAL PARCEL OR RESIDUAL
STA. 159+00.00
END CONST
JOB 080397
STA. 159+33.63
END R/W ACQ.
JOB 080397

Name	Radius	Arc Length	Chord Length	Chord Direction
C1	1469.42'	14.26'	14.26'	S 07° 04' 07"
C2	469.42'	41.52'	41.51'	S 05° 58' 52"
C3	1389.42'	46.71'	46.71'	N 06° 18' 03"
C4	1459.42'	64.94'	64.94'	N 51° 53' 04"
C5	1399.42'	110.88'	110.85'	N 46° 27' 13"

E 1/16 COR.
SECS. 23 & 26

HWY. 25 RELOCATION
(I-40-NORTH) (S)
ARKANSAS STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
JOB 080397 FAULKNER COUNTY



1	4/27/15	Rev. ATA Trs 15 & 16; Deleted Trs 17 & 18	JB	AJR
NO.	DATE	DESCRIPTION	BY	CK'D
DATE: 5/20/14 REVISIONS				
DESIGNED: Jack Brooks		REVIEWED: Ashley Reeder		

PT 24-51.57
L: 307.40'
R: 306.83'
CD: 159.42'
25+00
25+00
55°59'23" E

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

Scott E. Bennett
Director
Telephone (501) 569-2000
Voice/TTY 711



P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400
www.arkansashighways.com

Date

City of Conway

Job 080397
Hwy. 25 Relocation (I -40 North) (S)
Faulkner County
Tract: 16

Dear Property Owner(s):

A negotiator for the Arkansas State Highway Commission has presented to you a Contract to Sell offering to purchase the fee simple title to your property needed for highway purposes. A description of the property needed is attached. The negotiator will contact you within 10 business days for your response that should include all issues or concerns you may have regarding the offer. It is anticipated that negotiations should be concluded within 30 calendar days from the date of the initial contact.

The offer of \$400.00 is based on the opinion of a qualified real estate appraiser. The offered amount is based on the market value concept and is broken down as follows: \$400.00 as just compensation for the realty to be acquired.


Should you elect to accept this offer, the State will determine if you convey a merchantable title, and if so, a property deed conveying the land to the Arkansas State Highway Commission will be prepared and you will be paid the amount contained in the written offer.

If you make a final rejection of this offer, and if the Arkansas State Highway Commission elects to do so, a condemnation suite will be filed and the amount that the Arkansas State Highway Commission has determined to be estimated just compensation for your property will be deposited into the Registry of the Circuit Court of the County. You may at this time elect to accept the amount deposited as just compensation for your property. If you elect to do so, the Circuit Court will be asked to enter Judgment in the sum of the estimated just compensation and this amount will be paid to you thereby disposing of the condemnation suit.

If you do not elect to accept the amount deposited as estimated just compensation, than you may withdraw the amount placed on deposit as estimated just compensation without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury by the Circuit Court of the County in which your lands are situated to determine just compensation for your lands condemned.

In either event, payment of the estimated just compensation will be made available to you prior to vacating your property.

Yours truly,



Perry M. Johnston
Division Head
Right of Way Division

PMJ:kz

JOB NAME: Hwy. 25 Relocation
(I-40 North) (S)

JOB
TRACT

080397
16

CONTRACT TO SELL
REAL ESTATE FOR HIGHWAY PURPOSES

Grantor: City of Conway
Address:

ORIGINAL

Grantee: ARKANSAS STATE HIGHWAY COMMISSION

IN CONSIDERATION of the benefits that will inure to the Grantor(s) and the public, the undersigned does hereby give and grant to the Arkansas State Highway Commission, an agency of the State of Arkansas, upon the terms and conditions hereinafter stated, the right to purchase the following described real estate, save and except such minerals therein and thereunder, as oil, gas, distillate, condensate, salt water and its component parts, and all other hydrocarbons which do not interfere with the surface use for highway purposes, situated in the County of Faulkner, State of Arkansas, to wit:

LEGAL DESCRIPTION

Part of the Southwest Quarter of the Southeast Quarter of Section 23 and part of the Northwest Quarter of the Northeast Quarter of Section 26, all being in Township 6 North, Range 14 West, Faulkner County, Arkansas, more particularly described as follows:

Commencing at a point being used as the Quarter Corner of Sections 23 and 26; thence South 88°37'38" East along the North line of the Northwest Quarter of the Northeast Quarter of Section 26 a distance of 694.27 feet to a point on the Westerly right of way line of Arkansas State Highway 25 as established by AHTD Job 080397 for the POINT OF BEGINNING; thence in a Northerly direction along said right of way line on a curve to the right, having a radius of 1389.42 feet a distance of 282.53 feet having a chord bearing of North 13°05'22" West a distance of 282.04 feet; thence continue in a Northerly direction along said right of way line on a curve to the right, having a radius of 1389.42 feet a distance of 46.71 feet having a chord bearing of North 06°18'03" West a distance of 46.71 feet to a point on the Easterly right of way line of Relocated Arkansas State Highway 25 as established by AHTD Job 080397; thence North 84°19'26" East along said right of way line a distance of 17.49 feet to a point; thence South 74°00'18" East along said right of way line a distance of 33.44 feet to a point; thence South 05°25'21" East along said right of way line a distance of 314.07 feet to a point; thence South 84°26'49" West along said right of way line a distance of 10.28 feet to the point of beginning and containing 0.27 acres more or less as shown on plans prepared by the AHTD referenced as Job 080397.

JB 8/29/14

Rev JB 4/27/15

- Uncontrolled Access
- Partially Controlled Access – Access break from Station _____ to Station _____
- Fully Controlled Access
- Fully Controlled Access with a frontage road
- Maintenance Agreement

PREAUDITED AND ACCEPTED:

Property Manager to Negotiator

By _____ Date _____

PAYMENT DUE ----- **\$400.00**
 (Appraised value offered by the Commission for real estate, including damages, if any, to the remainder; to be paid after approval of title and execution of a deed as hereinafter provided).

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

It is understood and agreed that closing costs will not accrue to the Grantor(s) as the Grantee's Attorney will prepare the necessary documents for closing and the Grantee will pay the cost of recording all instruments conveying title to the Arkansas State Highway Commission.

Grantor(s) further agrees neither to sell nor encumber the said real estate during the term of the "Contract to Sell".

The Arkansas State Highway Commission is hereby authorized and directed to make payment of the purchase funds for the conveyance to _____

Dated this _____ day of _____, 20____

Signature

Signature

Signature

Signature

ACKNOWLEDGMENT

STATE OF)
) SS
 COUNTY)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, acting within and for the aforesaid County, on this day personally appeared _____ well known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument and stated to me that _____ executed the same for consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this ___ day of _____, 20____.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

MORTGAGE AUTHORIZATION

Form must be filled out completely, signed and submitted to the Right of Way Division/Administrative Section immediately following first contact.

Job #: _____	Tract#: _____
Property Owner:	_____
Address:	_____

Telephone #:	_____
Social Security #/Federal I.D.#:	_____

Mortgage Company:	_____
Address:	_____

Telephone #:	_____
Loan #:	_____
Contact Person:	_____

Due to the construction of the above-mentioned project, we are acquiring property from your mortgagor. It will be necessary to obtain a Partial Release from your company. The mortgagor is aware that some or all the proceeds from this transaction may be required to be applied to the principal balance of the mortgage. The mortgagor is also aware that we will be negotiating only with the mortgagor and that any checks for funds conveyed will be made to the property owner.

If no mortgage exists, write "NONE and sign below where indicated."

This form must be completed and signed by the property owner, whether a mortgage exists or not.

By our signatures we are authorizing the Arkansas State Highway and Transportation Department to enter into the process necessary to obtain a Partial Release.

Property Owner / Mortgagor's Signature: _____ Date: _____

_____ Date: _____

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

Right of Way Division - Appraisal Section

SUPPLEMENT TO APPRAISAL

May 1, 2015

TO: Acquisition Section Head, Right of Way Division

FROM: Nathan E. Broyles, Appraisal Section, Right of Way Division

NEB

SUBJECT: APPRAISAL SUPPLEMENT JOB: 080397 TRACT: 16

Per the attached memo and updated Right of Way plans, tract 16 on the above-referenced job is to be revised in the following ways; the ownership changed from Unknown to City of Conway. The size of the acquisition increased from 0.021 acres to 0.27 acres. This results in a revision of value estimate from \$300.00 to 400.00 for tract 16 as follows;

UPDATED ALLOCATION OF COMPENSATION

Land:	\$	400.00
Permanent Easements:	\$	
Temporary Easements:	\$	
Improvements:	\$	
Damages:	\$	
Cost to Cure Items:	\$	
Total Compensation:	\$	400.00

Donald R. Bender
Concur

2/5/15
Date

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
RIGHT OF WAY DIVISION ENGINEERING SECTION

INTER OFFICE MEMORANDUM

April 30, 2015

TO: Right of Way Division, Surveys Division, Legal Division and District 8

FROM: John Kendrick, Engineering Section Head, Right of Way Division
JHK

SUBJECT: Job 080397
Hwy. 25 Relocation (I-40 North)(S)
Route 25 Section 00
Faulkner County

Attached are the right of way plans and certificate of title on the above subject project showing following:

1. Added ownership and revised area to acquire on Tracts 15 and 16, ROW Sheet 3 and 9.
2. Deleted Tracts 17 and 18, ROW Sheets 3 and 9.

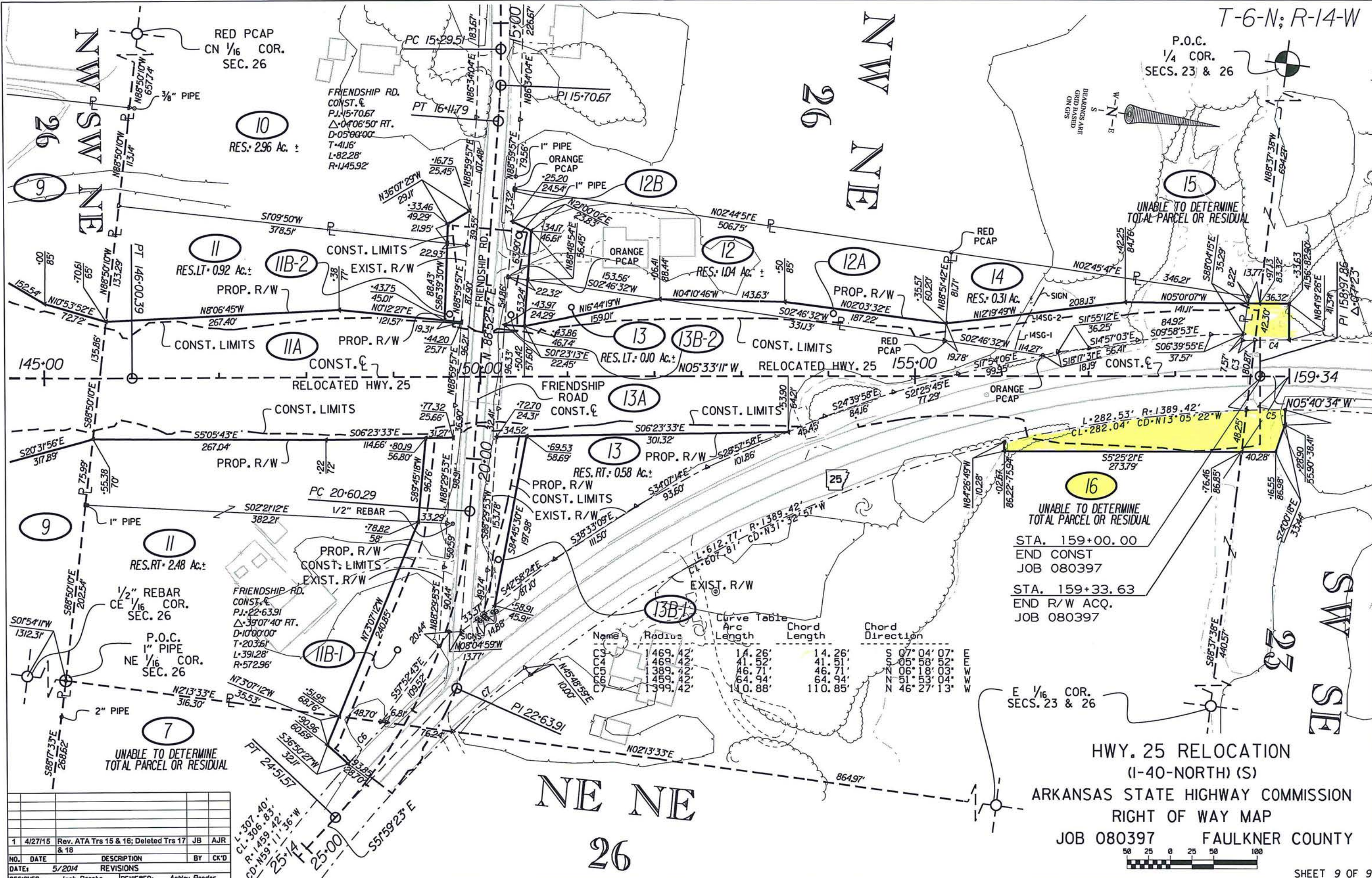
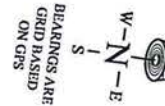
Plans, title certificates and legal descriptions may be accessed at:

[Click Here](#)
(csd5\row\enr\jobs\080397)

jb
Att.

T-6-N; R-14-W

P.O.C.
1/4 COR.
SECS. 23 & 26



16
UNABLE TO DETERMINE
TOTAL PARCEL OR RESIDUAL
STA. 159+00.00
END CONST
JOB 080397
STA. 159+33.63
END R/W ACQ.
JOB 080397

Name	Radius	Arc Length	Chord Length	Chord Direction
C3	1469.42'	14.26'	14.26'	S 07° 04' 07"
C4	1469.42'	41.52'	41.51'	S 05° 58' 52"
C5	1389.42'	46.71'	46.71'	N 06° 18' 03"
C6	1459.42'	64.94'	64.94'	N 51° 53' 04"
C7	1399.42'	110.88'	110.85'	N 46° 27' 13"

HWY. 25 RELOCATION
(I-40-NORTH) (S)
ARKANSAS STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
JOB 080397 FAULKNER COUNTY



1	4/27/15	Rev. ATA Trs 15 & 16; Deleted Trs 17 & 18	JB	AJR
NO.	DATE	DESCRIPTION	BY	CK'D
DATE:	5/20/14	REVISIONS		
DESIGNED:	Jack Brooks	REVIEWED:	Astley Reeder	

MEMORANDUM

To: Mayor Tab Townsell
From: Finley Vinson, P.E.
Date: May 11, 2015
Re: Asphalt Purchasing

Act 756 of 2009 allows cities to obtain asphalt (as well as motor fuels) without soliciting bids. In order to secure a contractor for our asphalt paving work I obtained quotes from several contractors. The results of the quotes for our 2015 paving projects are as follows:

Rogers Group Inc.

In Place Asphalt Surface (PG 70-22)	\$79.00/Ton	
In Place Asphalt Surface (PG 64-22)	\$73.00/Ton	
In Place Asphalt Binder (PG 64-22)	\$61.00/Ton	
TOTAL FOR PROJECTS LISTED		\$392,400.00

Redstone Construction Group

In Place Asphalt Surface (PG 70-22)	\$77.50/Ton	
In Place Asphalt Surface (PG 64-22)	\$75.50/Ton	
In Place Asphalt Binder (PG 64-22)	\$60.00/Ton	
TOTAL FOR PROJECTS LISTED		\$395,600.00

Asphalt Pavers Inc.

In Place Asphalt Surface (PG 70-22)	\$86.00/Ton	
In Place Asphalt Surface (PG 64-22)	\$80.60/Ton	
In Place Asphalt Binder (PG 64-22)	\$77.35/Ton	
TOTAL FOR PROJECTS LISTED		\$441,170.00

I am requesting approval to proceed with utilizing both Rogers Group Inc. and Redstone Construction Group as per the low bid for our asphalt paving work for the projects listed below.

The initial street paving projects for 2015 are as follows:

<u>Location</u>	<u>Date Available</u>	<u>Approx. Quantity</u>
1. Salem Rd. (2" overlay)	May 15	480 Tons (PG 70-22)
2. Mill Pond Rd. (2" overlay)	May 30	800 Tons (PG 64-22)
3. Wescon Ln. (Reconstruction)	June 15	550 Tons (PG 64-22)
4. Washington Ave. (Reconstruction)	June 30	1,600 Tons (PG 70-22)
5. Prarie St. (Reconstruction)	August 30	230 Tons (PG 70-22)
6. Shady Ln. (1.5" overlay)	August 30	230 Tons (PG 64-22)
7. Mallard Ln. (1.5" overlay)	Sept. 15	630 Tons (PG 64-22)
8. Ryan Rd. (Reconstruction)	Oct. 30	500 Tons (PG 64-22)
9. Meadowlake Rd. (Reconstruction)	Nov 15	<u>380 Tons (PG 64-22)</u>
TOTAL ESTIMATED ASPHALT REQUIRED IN 2015		5,400 Tons

CITY OF CONWAY, ARKANSAS
ASPHALT & RELATED WORK
ASPHALT TO BE USED DURING 2015

TABULATION OF QUOTES RECEIVED APRIL 28, 2015 2:00 PM

DESCRIPTION	EST. QUANTITY	UNITS	ROGERS GROUP		REDSTONE CONSTRUCTION		ASPHALT PAVERS, INC.	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
ASPHALT HOT MIX SURFACE COURSE (PG 70-22)	1,700	TON	\$79.00	\$134,300.00	\$77.50	\$131,750.00	\$86.00	\$146,200.00
ASPHALT HOT MIX SURFACE COURSE (PG 64-22)	2,700	TON	\$73.00	\$197,100.00	\$75.50	\$203,850.00	\$80.60	\$217,620.00
ASPHALT HOT MIX BINDER COURSE (PG 64-22)	1,000	TON	\$61.00	\$61,000.00	\$60.00	\$60,000.00	\$77.35	\$77,350.00
TOTAL AMOUNT				\$392,400.00		\$395,600.00		\$441,170.00



MEMO

To: Mayor Tab Townsell
From: Finley Vinson, P.E.
Date: May 11, 2015
Re: 2015 Pavement Marking Bid

I have attached a summary of the bids opened at 10:00am May 7, 2015 for pavement marking services utilized by the Street & Engineering Department:

TIME STRIPING, INC.

MATERIALS OR SERVICE

Refl. Paint Pavement Marking, 4"

Refl. Paint Pavement Marking, 6"

Minimum Charge

PRICE

\$0.18/LF

\$0.50/LF

\$6,000.00/Per Day

ARKANSAS LINE MARKING, LLC.

MATERIALS OR SERVICE

Refl. Paint Pavement Marking, 4"

Refl. Paint Pavement Marking, 6"

Minimum Charge

PRICE

\$0.30/LF

\$0.45/LF

\$1,000.00/Per Day

With an approximate quantity of 55,000' of 4" marking paint and 6,000' of 6" marking paint for 2015, I recommend we award the bid to the lowest minimum daily charge, Arkansas Line Marking with a total cost of \$19,200.00.

Thank you for your consideration.



MEMO

To: Mayor Tab Townsell

From: Finley Vinson, P.E.

Date: May 15, 2015

Re: Property Acquisition for 6th Street & Central Landing Boulevard

Attached is a proposal from O.R. Colan Associates to provide land acquisition services for the nine parcels necessary to construct the improvement on 6th street and Central Landing Blvd. (city portion). Payment is based on an hourly rate plus fees, not to exceed \$29,385.00; O.R. Colan's cost are estimated as follows:

Position	Hourly Rate	Hours	Totals
Project Manager	\$141.06	14	\$1,974.84
Sr. Agent	\$99.36	44	\$4,371.84
Sr. Agent	\$111.78	144	\$16,096.32
Administrative Support	\$55.89	30	\$1,676.70
Expenses:			\$630.30
Total			\$24,750.00

Fixed Fees

Title Services	9 @ \$230.00 per Parcel	\$2,070.00
Closing Services	9 @ \$285.00 per Parcel	\$2,565.00
Total		\$4,635.00

I request approval of this contract.

Thank you for your consideration.

Professional Services Agreement Between
City of Conway, Arkansas
And
O.R. Colan Associates of Florida, LLC

THIS AGREEMENT, entered into _____ day of _____, 2015 by and between **City of Conway, Arkansas (CITY)**, whose address is 1201 Oak Street, Conway, AR 72034, and **O.R. Colan Associates of Florida, LLC (ORC)** d/b/a, O.R. Colan Associates, whose address is 2311 Biscayne Drive, Suite 207, Little Rock, AR 72227.

WHEREAS, the CITY proposes to acquire certain property rights or interests in certain tracts or parcels of land for the Central Landing Project, located in Faulkner County, Arkansas; and,

WHEREAS, ORC has specific expertise to provide these land acquisition and related services;

NOW, THEREFORE, both parties enter into this Agreement to outline the service to be provided and to set methods of payments for such services.

I. ORC SCOPE OF SERVICES

Under the direction of the CITY, ORC shall provide certain land acquisition services for nine (9) parcels commonly known as Parcels 2 through 5A&B plus four (4) additional tracts known as Roller McNutt, Rock Solid Assembly of God Church, one tract at the northeast and one tract at the northwest corners of 1st Street.

1. General

- a. Provide qualified, professional technical and administrative personnel to perform necessary land acquisitions services on 9 parcels.
- b. Upon receipt of CITY approval of the initial offer of just compensation, prepare offer letters, contracts to sell and other documents necessary for presentation of offers to property owners.
- c. Present CITY's offers to property owners, in person if at all possible, providing the written offer letter, contract to sell and copy of CITY approved appraisal.
- d. Conduct negotiations, including explanation of the appraisal as the basis for just compensation. Address property owner questions and concerns and submit possible counteroffers to CITY with recommendation for settlement.
- e. Present executed Contracts to Sell, Taxpayer I.D. number and any other information necessary for closing to CITY or CITY appointed Title Company. If resolution cannot be reached with property owner, provide file to CITY with recommendation for condemnation.
- f. Maintain all acquisition record files containing all documents required by the Uniform Relocation and Real Property Acquisition Policies Act of 1970, including a written record of all significant contacts.
- g. Make all records available for inspection by representatives of the CITY at any reasonable hour.
- h. Provide all title work and closing services.

II. TERM

It is mutually agreed upon by both parties hereto that the term of the Agreement shall commence on the date of the notice to proceed and terminate when the work covered in this Agreement is completed, but not later than 4 months after receipt of a written Notice to Proceed provided by CITY to ORC.

Either party may terminate this agreement without liability for any reason by providing written notice of such termination. In the event the agreement is terminated, the City shall pay ORC for work actually performed up to the date of the work stoppage.

III. CITY'S RESPONSIBILITIES

- a. Provide overall project supervision and a point of contact person.
- b. Provide ORC with the plans, initial title, legal descriptions, surveys, environmental reports and stationery necessary to perform under this contract.
- c. Provide appraisal reports approved by the City.
- d. Provide approval of initial offer of just compensation.
- e. Provide all legal services related to the land acquisition activities, including direct payment by CITY to any expert witness.
- f. Provide payment for all acquisition costs related to the project.
- g. Provide ORC with a detailed list of the parcels of right of way and/or easements to be acquired.

IV. FEES AND PAYMENTS

The fees to be paid to ORC by the CITY for the performance of land acquisition and management services called for in this agreement shall be on a Time and Materials basis, with a not to exceed amount of \$24,750.00. ORC's costs are estimated as follows:

<u>Position</u>	<u>Hourly Rate</u>	<u>Hours</u>	<u>Totals</u>
Project Manager	\$141.06	14	\$ 1,974.84
Sr. Agent	\$ 99.36	44	\$ 4,371.84
Sr. Agent	\$111.78	144	\$16,096.32
Administrative Support	\$55.89	30	\$ 1,676.70
Expenses:			<u>\$ 630.30</u>
Total			\$24,750.00

Expenses are to be reimbursed at actual cost as supported by a receipt. Mileage is reimbursable at \$.575 per mile and copy cost at \$.15 per copy.

Fixed Fees

Title Services	9 @ \$230.00 per Parcel	\$2,070.00
Closing Services	9 @ \$285.00 per Parcel	<u>\$2,565.00</u>
Total		\$4,635.00

The total not to exceed amount for this contract including management, acquisition services, reimbursable, expenses, title services, and closing services as listed above is **\$29,385.00** (Twenty-nine Thousand Three Hundred Eighty-Five Dollars and No Cents). ORC will invoice not more than monthly and the CITY will pay as soon as possible.

Approved

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



Daryl Knobbe, VP Project Development
O. R. Colan Associates of Florida, LLC
2311 Biscayne Drive, Suite 207
Little Rock, AR 72227



City of Conway, Arkansas
Ordinance No. O-15- _____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 829 AND 831 FAULKNER STREET FROM R-2A TO O-2:

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

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

Lot 18, Block 26, Robinsons Plan Subdivision, City of Conway

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

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

PASSED this 26th day of May, 2015.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

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

MEMO

To: Mayor Tab Townsell
CC: City Council Members

From: Lee Washington, Planning Commission Chairman
Date: May 19, 2015

Re: Request for Rezoning for property located at 829 and 831 Faulkner Street from R-2A to O-2

A request for a rezoning from R-2A to O-2 for property located at 829 and 831 Faulkner Street with the legal description:

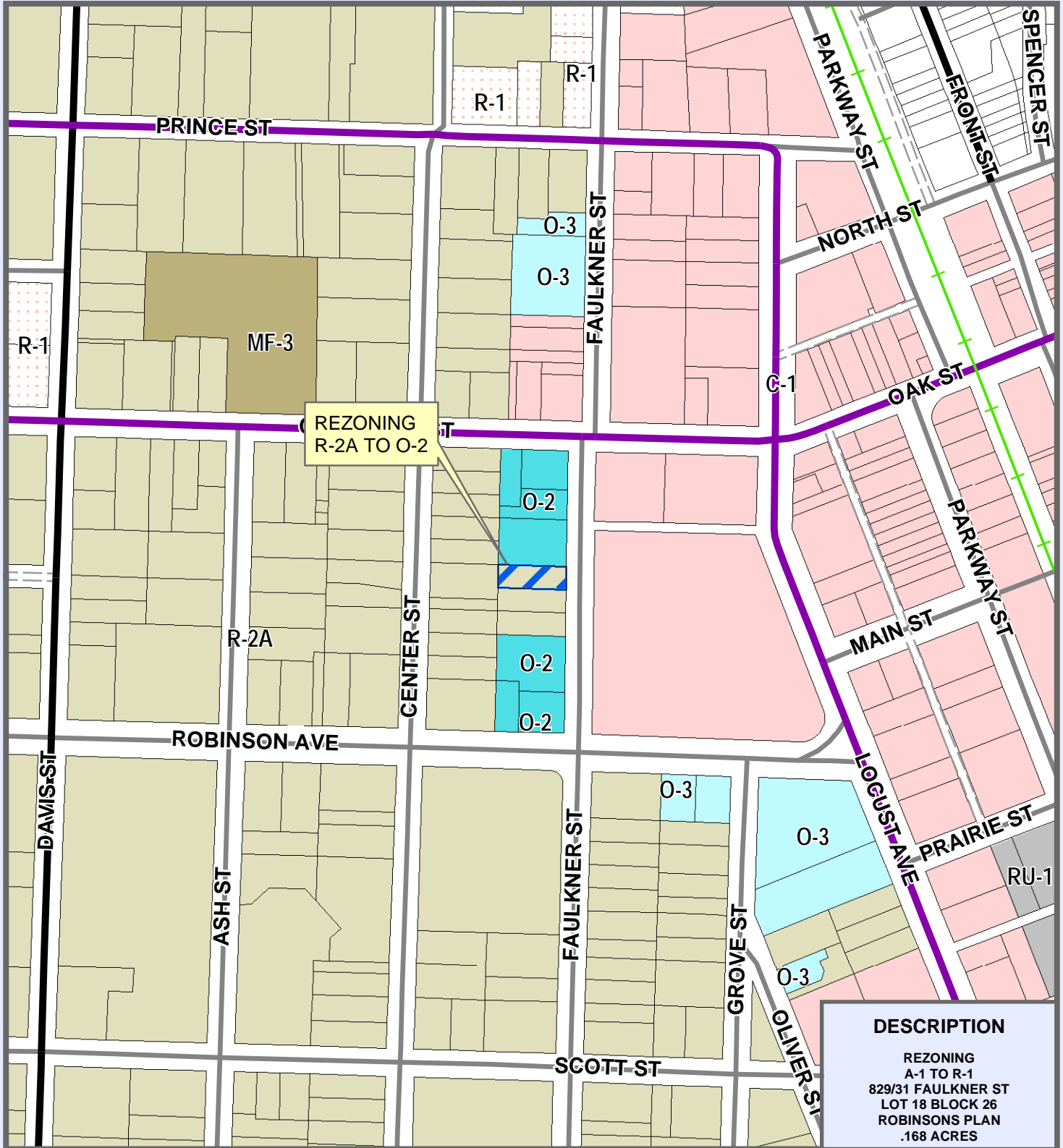
Lot 18, Block 26, Robinsons Plan Subdivision, City of Conway

was reviewed by the Planning Commission at its regular meeting on May 18, 2015. The Planning Commission voted 8-0 that the request be sent to the City Council with a recommendation for approval.

Please advise if you have any questions.

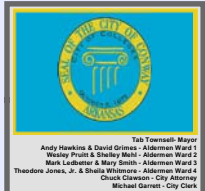
CITY OF CONWAY

RORY THOMPSON -- REZONE R-2A TO O-2

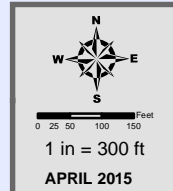


DESCRIPTION

REZONING
A-1 TO R-1
829/31 FAULKNER ST
LOT 18 BLOCK 26
ROBINSONS PLAN
.168 ACRES



<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>Commercial Office</p> <ul style="list-style-type: none"> C-1 C-2 C-3 C-4 	<p>Industrial</p> <ul style="list-style-type: none"> I-1 RU-1 I-3 RMH <p>Special</p> <ul style="list-style-type: none"> SP S-1 A-1 PUD TJ
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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



City of Conway, Arkansas
Ordinance No. O-15- _____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 1674 SOUTH SALEM ROAD FROM A-1 TO R-1:

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

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

All that part of the Southwest Quarter of the Southwest Quarter of Section 23, Township 5 North, Range 14 West, Faulkner County, AR. Being more fully described as follows; Commencing at the Southwest Corner of the Southwest Quarter of the Southwest Quarter of said Section 23 and run thence North 01 deg. 42 min. 44 sec. East for a distance of 782.37 feet to the Point of Curvature of a curve to the left said curve having a Radius of 533.50' and an Arc Length of 235.98 feet, run thence a Chord Bearing of North 14 deg. 01 min. 30 sec. East for a distance of 233.97 feet to the Point of Termination of said Curve to the Left, run thence North 01 deg. 41 min. 47 sec. East for a distance of 106.00 feet to the Point of Beginning of the land herein described; run thence North 01 deg. 45 min. 43 sec. West for a distance of 74.83 feet, run thence South 88 deg. 21 min. 59 sec. East for a distance of 364.65 feet; run thence South 01 deg. 51 min. 37 sec. West for a distance of 135.01 feet to the Point of Curvature of a curve to the Right said curve having a Radius of 184.75 feet and an Arc Length of 69.52 feet, run thence a Chord Bearing of North 77 deg. 0.3 min. 46 sec. West for a distance of 69.11 feet to the Point of Curvature of a curve to the Left said curve having a Radius of 234.75 feet and an Arc Length of 88.46 feet run thence a Chord Bearing of North 77 deg. 04 min. 47 sec. West for a distance of 87.94 feet to the Point of Termination of said curve to the Left; run thence North 87 deg. 52 min. 38 sec. West for a distance of 177.92 feet to the Point of Curvature of a curve to the Right said curve having a Radius of 28.00 feet and an Arc Length of 43.77 feet, run thence a Chord Bearing of North 43 deg. 05 min. 26 sec. West for a distance of 39.45 feet to the Point of Termination of said curve to the Right, said point also being the Point of Beginning, containing 0.91 Acres, more or less.

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

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

PASSED this 26th day of May, 2015.

Attest:

Approved:

Mayor Tab Townsell

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

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

MEMO

To: Mayor Tab Townsell
CC: City Council Members

From: Lee Washington, Planning Commission Chairman
Date: May 19, 2015

Re: Request for Rezoning for property located at 1674 S. Salem Road from A-1 to R-1

A request for a rezoning from A-1 to R-1 for property located at 1674 S. Salem Road with the legal description:

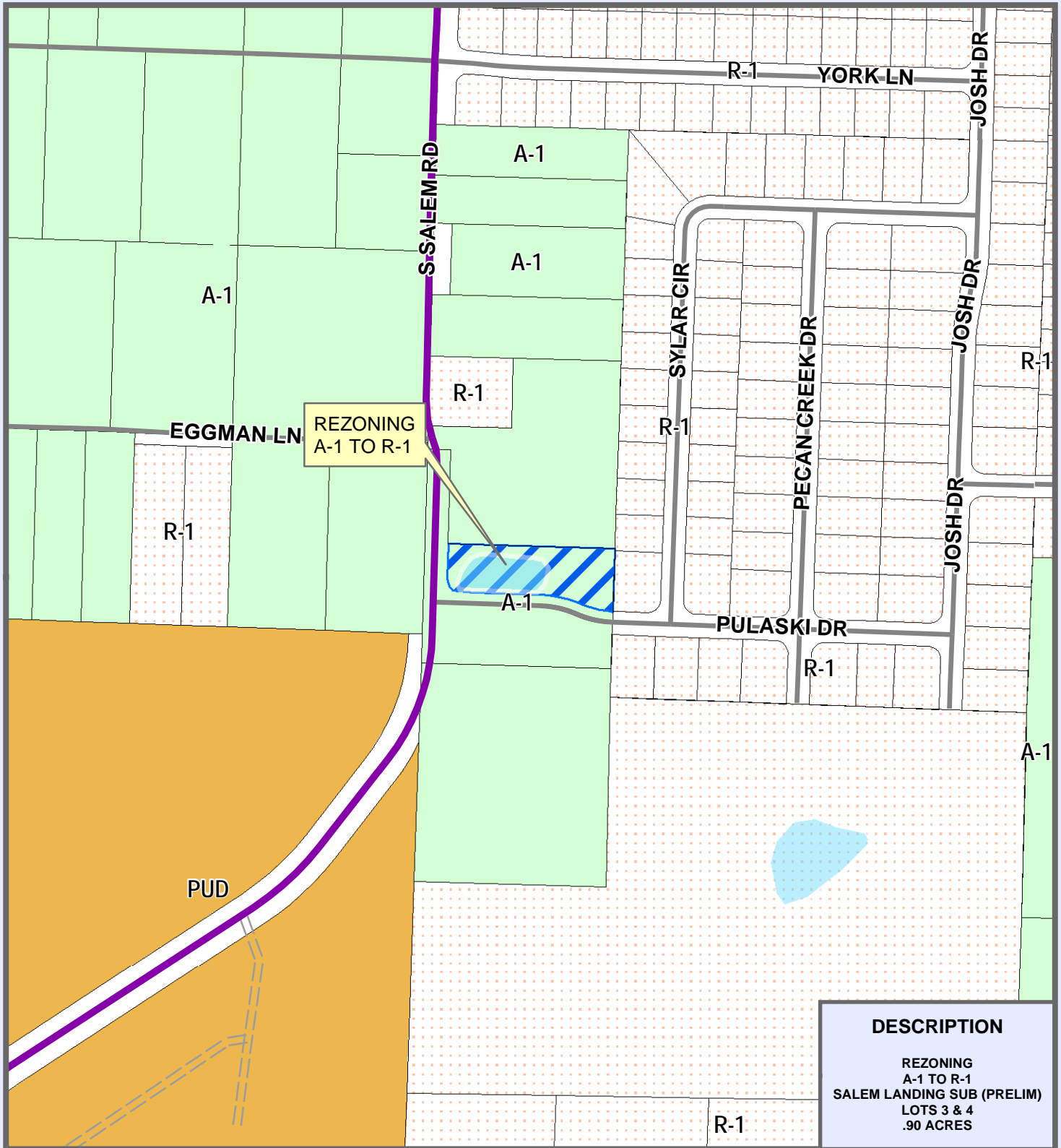
All that part of the Southwest Quarter of the Southwest Quarter of Section 23, Township 5 North, Range 14 West, Faulkner County, AR. Being more fully described as follows; Commencing at the Southwest Corner of the Southwest Quarter of the Southwest Quarter of said Section 23 and run thence North 01 deg. 42 min. 44 sec. East for a distance of 782.37 feet to the Point of Curvature of a curve to the left said curve having a Radius of 533.50' and an Arc Length of 235.98 feet, run thence a Chord Bearing of North 14 deg. 01 min. 30 sec. East for a distance of 233.97 feet to the Point of Termination of said Curve to the Left, run thence North 01 deg. 41 min. 47 sec. East for a distance of 106.00 feet to the Point of Beginning of the land herein described; run thence North 01 deg. 45 min. 43 sec. West for a distance of 74.83 feet, run thence South 88 deg. 21 min. 59 sec. East for a distance of 364.65 feet; run thence South 01 deg. 51 min. 37 sec. West for a distance of 135.01 feet to the Point of Curvature of a curve to the Right said curve having a Radius of 184.75 feet and an Arc Length of 69.52 feet, run thence a Chord Bearing of North 77 deg. 0.3 min. 46 sec. West for a distance of 69.11 feet to the Point of Curvature of a curve to the Left said curve having a Radius of 234.75 feet and an Arc Length of 88.46 feet run thence a Chord Bearing of North 77 deg. 04 min. 47 sec. West for a distance of 87.94 feet to the Point of Termination of said curve to the Left; run thence North 87 deg. 52 min. 38 sec. West for a distance of 177.92 feet to the Point of Curvature of a curve to the Right said curve having a Radius of 28.00 feet and an Arc Length of 43.77 feet, run thence a Chord Bearing of North 43 deg. 05 min. 26 sec. West for a distance of 39.45 feet to the Point of Termination of said curve to the Right, said point also being the Point of Beginning, containing 0.91 Acres, more or less.

was reviewed by the Planning Commission at its regular meeting on May 18, 2015. The Planning Commission voted 8-0 that the request be sent to the City Council with a recommendation for approval.

Please advise if you have any questions.

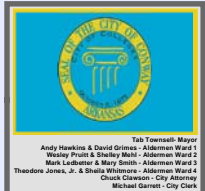
CITY OF CONWAY

PAT MOIX -- REZONE A-1 TO R-1

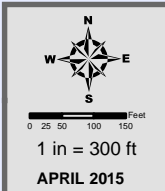


DESCRIPTION

**REZONING
A-1 TO R-1
SALEM LANDING SUB (PRELIM)
LOTS 3 & 4
.90 ACRES**



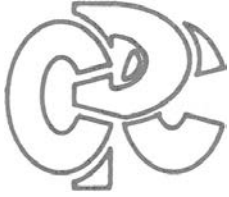
INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	MF-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	MF-2
COLLECTOR	CITY LIMITS	R-2	MF-3
RESIDENTIAL		HR	RMH
PRIVATE ROAD		SR	
INTERSTATE RAMP		Commercial Office	Special
RAILROADS		C-1	SP
		C-2	S-1
		C-3	A-1
		C-4	PUD
			TJ



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

Printing Date: 5/6/2015
File: C:\GIS\Map\Planning Commission\201505MAY\MOIX REZONE.mxd
Created By: jlyon



A-11

CONWAY PLANNING COMMISSION

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

MEMO

To: Mayor Tab Townsell
CC: City Council Members

From: Mark Lewis, Planning Commission Vice-Chairman
Date: May 19, 2015

Re: Conditional Use Permit request for a bank in an O-2 zone for property located at 2900 and 2920 Prince Street

A request for a conditional use permit for a bank in an O-2 zone for property located at 2900 and 2920 Prince Street with the legal description:

Lots 1 and 2 of Riverdrive Subdivision, Conway, Faulkner County, Arkansas

was reviewed by the Planning Commission at its regular meeting on April 20, 2015. The Planning Commission voted 3-5 with Commissioners Justin Brown, Jerry Rye, Bryan Quinn, Marilyn Armstrong and Stan Hobbs voting in opposition. As a minimum majority vote of 6 is required for an item to be approved or denied, this request is being forwarded to the City Council with no recommendation, subject to the below stated conditions.

Conditions:

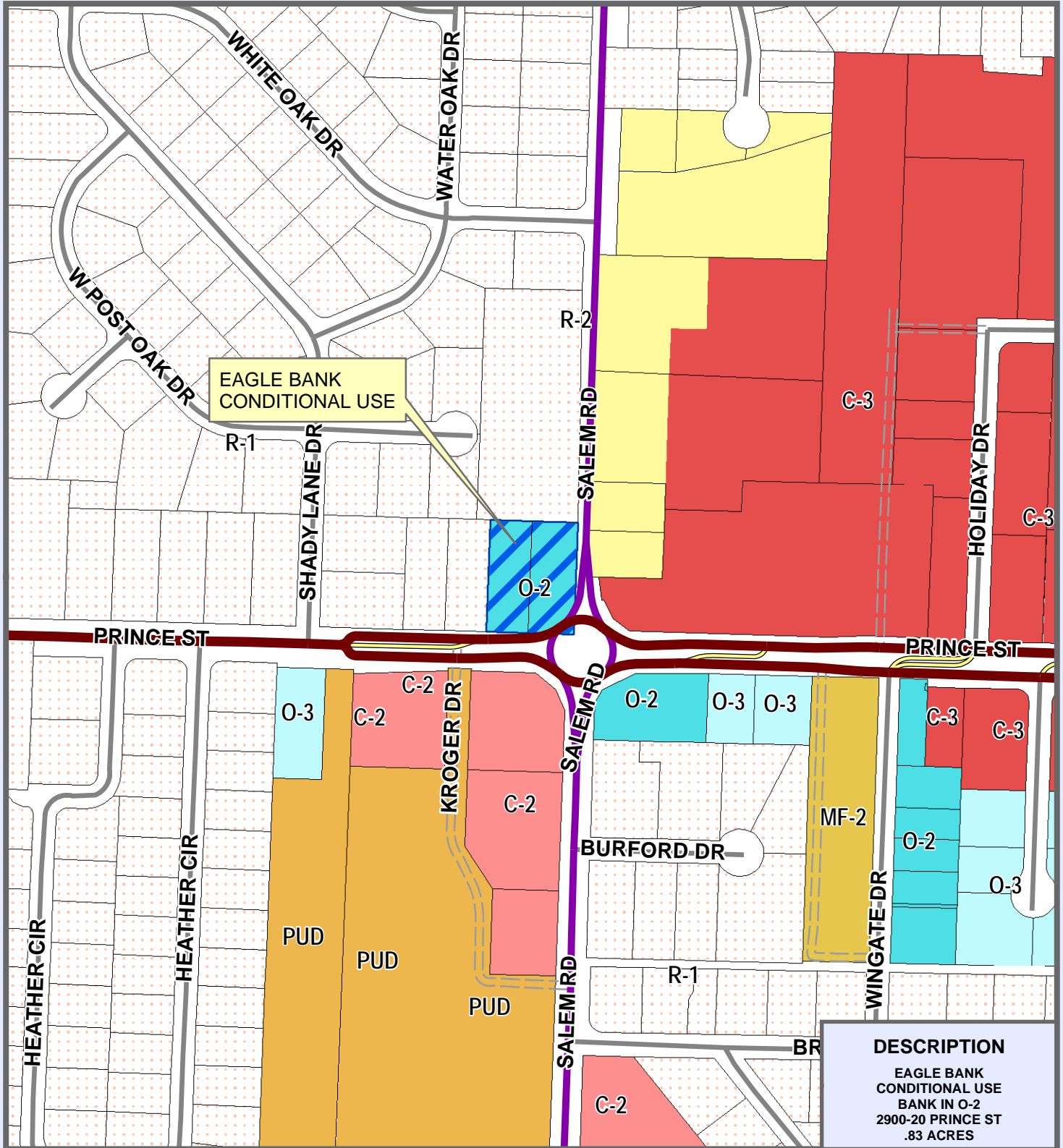
1. Lobby hours of operation are limited to 8:00 am to 5:00 pm, Monday-Friday and 8:00 am to 12:00 pm on Saturday. Drive-thru hours of operation are limited to 8:00 to 5:30 pm, Monday-Thursday, 8:00 am to 6:00 pm on Friday, and 8:00 am to 12:00 pm on Saturday. Drive-thru ATM may be operational 24 hours per day/7 days a week.
2. A reduction in the required 20 foot residential landscape buffer on the west side adjacent to the drive through lanes is allowed.
3. Double the amount of development review required landscaping along the residential boundaries. One half of the required trees are to be evergreen species to provide additional buffering to neighboring residences. An eight (8) foot wooden privacy fence shall be constructed on the west and north property lines adjacent to the residential lots. The privacy fence shall stop at an appropriate distance from the street rights of way to not cause traffic sight line problems.
4. Hours of construction are limited to 8:00 am to 6:00 pm, Monday-Friday
5. All site and building lighting must be downward directed and shrouded.

At the request of Mr. Frank Shaw, representative for Eagle Bank & Trust, contacted the Planning and Development Department to request a postponement for this item from the April 28, 2015 City Council meeting to May 26, 2015 City Council Meeting.

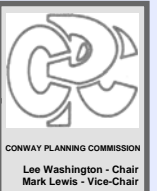
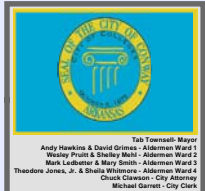
Please advise if you have any questions.

CITY OF CONWAY

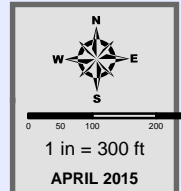
EAGLE BANK -- CONDITIONAL USE



DESCRIPTION
EAGLE BANK
CONDITIONAL USE
BANK IN O-2
2900-20 PRINCE ST
.83 ACRES



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



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CONTACT INFORMATION
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 E-MAIL: Jason.Lyon@CityOfConway.org

SALEM ROAD

6' Privacy Fence

6' Privacy Fence

6' Privacy Fence

6' Privacy Fence

PRINCE STREET

EAGLE BANK

Trash Enclosure

Drive Thru

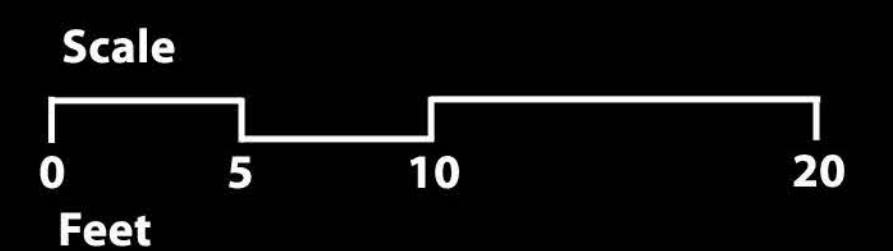
Drive Thru

Drive Thru

ATM



A New of Eagle Bank & Trust
Conway, Arkansas





**City of Conway, Arkansas
Ordinance No. O-15-_____**

AN ORDINANCE WAIVING BIDS FOR THE PURCHASE OF AN UPGRADE TO THE OPTICAL SORTER ON THE RECYCLING LINE FOR THE CONWAY SANITATION; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES;

Whereas, Conway Sanitation Department has a need for an upgrade to the optical sorter, which is part of the Recycling Line that was purchase in 2009; and

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

Section 1. The City of Conway shall waive the requirement for obtaining competitive bids for the upgrade to the optical sorter and a service agreement in an amount not to exceed \$40,000 and will utilized National Recovery Technologies, LLC.

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

Section 3. This ordinance is necessary for the protection of the public peace, health and safety; an emergency if hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED this 26th day of May, 2015.

Approved:

Mayor Tab Townsell

Attest:

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



**City of Conway, Arkansas
Ordinance No. O-15-___**

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

Whereas, The City of Conway has a need to pay for expenses related to Civil Service Commission promotional police officer testing at a cost of \$5,200, and expenses to amend the Conway Civil Service Rules and Regulations in the amount of \$300 for which funding has not previously been provided.

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

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

Section 1. The City of Conway shall appropriate \$5,200 for expenses related to the Civil Service Commission promotional police officer testing; and \$300 for expenses to amend the Conway Civil Service Rules and Regulations from the General Fund – Fund Balance Appropriation Account (001.119.4900) to the Civil Service Account (001.119.5770).

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

PASSED this 26th day of May, 2015.

Approved:

Mayor Tab Townsell

Attest:

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



**City of Conway, Arkansas
Ordinance No. O-15-_____**

**AN ORDINANCE APPROPRIATING GRANT FUNDS FROM THE ARKANSAS STATE POLICE FOR THE
CONWAY POLICE DEPARTMENT; AND FOR OTHER PURPOSES**

Whereas, the City of Conway has been awarded funds in the amount of \$2,738.12 through the Arkansas State Police from the S.T.E.P. Grant funds for the purchase of two hand-held radar devices.

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

Section 1. The City of Conway shall appropriate the grant proceeds from the CPD 304.000.4201, DUI Seatbelt Grant revenue account to the S.T.E.P. Grant expense account 304.121.5650.

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

PASSED this 26th day of May, 2015.

Approved:

Mayor Tab Townsell

Attest:

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



City of Conway, Arkansas
Monthly Financial Reports
April 30, 2015

City of Conway
 Monthly Financial Report - General Fund
 For the month ended April 30, 2015



Revenues	Budget	Month	Year to	Encumbered	(Over)/Under	%
		Activity	Date		Budget	Expend/Collect
Ad Valorem Tax	2,835,000	83,785	261,709		2,573,291	9%
Payments in Lieu of Tax	25,000	-	1,423		23,577	6%
State Tax Turnback	2,103,250	64,382	193,147		1,910,103	9%
Sales Tax	17,500,000	1,365,164	5,889,493		11,610,507	34%
Beverage Tax	420,000	34,272	136,908		283,092	33%
Franchise Fees	3,597,000	317,588	1,224,145		2,581,931	34%
Permits	404,800	39,197	102,598		302,202	25%
ACIEA Revenues	5,000	1,119	2,551		2,449	-
Dog Tags & Fees	25,000	3,223	8,871		16,129	35%
Municipal Court Fines and Fees	1,015,000	125,056	473,426		541,574	42%
Law Enforcement	721,224	314,165	411,843		309,381	57%
Federal Grant Revenues	30,000	-	-		30,000	0%
State Grant Revenues	-	-	242,529		(242,529)	-
Parks	537,500	35,126	234,428		303,072	44%
Interest Income	19,500	250	4,488		15,012	23%
Insurance Proceeds	6,110	4,393	19,849		(13,738)	-
Donations	3,270	2,044	6,389		(3,120)	-
Act 833 Revenue	80,000	-	1,627		78,373	2%
Miscellaneous Revenues	140,153	15,786	41,656		98,497	30%
Transfers from Other Funds	423,000	35,250	141,000		282,000	33%
Loan Proceeds	500,000	-	500,000		-	-
Total Revenues	30,390,807	2,440,799	9,898,079	-	20,701,468	33%
Expenditures						
Admin (Mayor, HR)	608,298	38,887	179,675	3,225	425,399	30%
Finance	547,261	46,671	161,310	-	385,951	29%
City Clerk/Treasurer	179,197	13,159	50,838	-	128,359	28%
City Council	81,913	7,064	22,063	-	59,850	27%
Planning	395,410	30,502	119,235	-	276,176	30%
Physical Plant	551,074	32,923	132,512	461	418,101	24%
Fleet Maintenance	114,504	15,126	46,808	1,034	66,662	41%
Information Technology	1,096,862	245,684	428,477	131,303	537,082	39%
Airport	760,442	147,230	553,108	-	207,334	73%
Permits and Inspections	477,175	39,543	148,890	16	328,269	31%
Nondepartmental	632,820	24,647	313,528	-	319,292	50%
Police	10,056,105	808,836	3,262,280	53,794	6,740,031	32%
CEOC	1,004,794	62,246	274,033	900	729,861	27%
Animal Welfare	429,506	33,661	123,843	1,517	304,146	29%
Municipal District Court	864,232	61,820	261,785	429	602,018	30%
City Attorney	358,583	27,280	110,554	-	248,029	31%
Fire	9,483,866	748,939	3,047,209	89,229	6,347,428	32%
Parks	2,881,179	220,721	740,776	29,926	2,110,477	26%
	30,523,222	2,604,939	9,976,923	311,835	20,234,464	33%
Transfer to Reserve	500,000	-	-	-	500,000	0%
Total Expenditures	31,023,222	2,604,939	9,976,923	311,835	20,734,464	32%
Net Revenue/(Expense)	(632,415)		(78,845)			

*All figures are unaudited

Notes:

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

City of Conway
General Fund
2015



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-15-30	3/10/15	Purchase additional computer server storage	199,543
O-15-34	3/24/15	Retiring Planner and training of new Planner	22,429
			<u>\$ 221,972</u>

City of Conway
 Balance Sheet - General Fund
 For the month ended April 30, 2015



Cash - Operating	4,352,145
Cash - Reserve	511,965
Petty Cash	715
Taxes Receivable	3,309,004
Accounts Receivable	2,880,011
Due from Other Funds	293,313
Due from Street	14,177
Due from Component Unit	209,076
Fleet Inventory	15,539
Fuel Inventory	11,063
General Inventory	1,214
<i>Assets</i>	<u>11,598,224</u>
Accounts Payable	65,828
Salaries Payable	139,342
Insurance and Benefits Payable	153,833
Event Deposits	900
Due to Other Funds	46,547
Deferred Revenue	3,002,536
<i>Liabilities</i>	<u>3,408,986</u>
Fund Balance - Committed to cash flow	2,000,000
Fund Balance - Committed to reserve	1,500,000
Fund Balance - Unassigned	4,689,238
<i>Fund Balance</i>	<u>8,189,238</u>
<i>Total Liabilities & Fund Balance</i>	<u>11,598,224</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Street Fund
 For the month ended April 30, 2015



	<u>Budget</u>	<u>Month Activity</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>(Over)/Under Budget</u>	<u>% Expend/Collect</u>
Revenues						
Ad Valorem Tax	1,464,520	32,617	61,744		1,402,776	4%
Payments in Lieu of Tax	15,000	-	-		15,000	0%
State Tax Turnback	3,474,911	281,584	1,162,585		2,312,326	33%
Severance Tax	360,000	37,553	112,164		247,836	31%
Sales Tax	245,000	19,128	82,522		162,478	34%
Sign Permits	500	60	600		(100)	120%
Engineering Fees	10,000	-	1,975		8,025	20%
Insurance Proceeds	-	285	285			
Interest Income	18,000	-	6,119		11,881	34%
Miscellaneous Revenues	-	100	450		(450)	-
Total Revenues	5,587,931	371,328	1,428,445	-	4,159,771	26%
Expenditures						
Personnel Costs	2,338,129	159,465	606,031	-	1,732,098	26%
Other Operating Costs	<u>2,116,422</u>	<u>80,282</u>	<u>489,836</u>	<u>12,462</u>	<u>1,614,123</u>	<u>23%</u>
Total Operating Costs	4,454,551	239,747	1,095,867	12,462	3,346,222	25%
Capital Outlay	<u>1,309,000</u>	<u>-</u>	<u>4,006</u>	<u>-</u>	<u>1,304,994</u>	<u>0%</u>
Total Expenditures	5,763,551	239,747	1,099,873	12,462	4,651,216	19%
Net Revenue/(Expense)	(175,620)		328,571			

*All figures are unaudited

Notes:

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

City of Conway
Street Fund
2015



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-15-02	1/13/15	Increase pay for CDL drivers	11,620
O-15-06	1/27/15	Transportation funding for agencies	164,000
			<u>\$ 175,620</u>

City of Conway
 Balance Sheet - Street Fund
 For the month ended April 30, 2015



Cash - Operating	3,441,516
Accrued Interest Receivable	31
Taxes Receivable	365,786
Accounts Receivable	1,300,586
Due from Other Funds	31,447
<i>Assets</i>	<u>5,139,366</u>
Accounts Payable	7,888
Sidewalk Bonds	1,710
Due to Other Funds	150
Due to General	14,029
Deferred Revenue	1,294,270
<i>Liabilities</i>	<u>1,318,048</u>
<i>Fund Balance</i>	<u>3,821,320</u>
<i>Total Liabilities & Fund Balance</i>	<u>5,139,366</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Sanitation
 For the month ended April 30, 2015



	<u>Budget</u>	<u>Month</u> <u>Activity</u>	<u>Year to</u> <u>Date</u>	<u>Encumbered</u>	<u>(Over)/Under</u> <u>Budget</u>	<u>%</u> <u>Expend/Collect</u>
Revenues						
Sanitation Fees	8,750,000	748,155	2,918,120		5,831,880	33%
Proceeds - Recycled Materials	300,000	37,715	144,068		155,932	48%
Landfill Fees - General	240,000	32,135	76,160		163,840	32%
Insurance Proceeds	21,882	-	-		21,882	0%
Interest Income	54,000	-	14,619		39,381	27%
Miscellaneous Revenues	-	-	31		(31)	=
Total Revenues	9,365,882	818,005	3,152,998	-	6,212,884	34%
Expenditures						
Personnel Costs	3,826,250	339,298	1,229,493	-	2,596,757	32%
Other Operating Costs	3,467,367	246,084	830,006	87,342	2,550,019	24%
Total Operating Costs	7,293,617	585,382	2,059,499	87,342	5,146,776	28%
Capital Outlay	3,195,330	548,748	548,748	792,165	1,854,417	17.2%
Total Expenditures	10,488,947	1,134,130	2,608,247	879,507	7,001,193	25%
Net Revenue/(Expense)	(1,123,065)		544,751			

***All figures are unaudited**

Notes:

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

City of Conway
 Balance Sheet - Sanitation
 For the month ended April 30, 2015



Cash - Operating	2,451,261
Petty Cash	200
Post Closure Cash Account	5,491,301
Due from Other Funds	14,488
Due from Component Unit	846,187
General Inventory	2,122
Land & Buildings	2,697,649
Infrastructure	1,136,716
Machinery and Equipment	4,573,174
Vehicles	139,589
Computer Equip & Software	958
<i>Assets</i>	<u>17,353,647</u>
Accounts Payable	36,533
Salaries Payable	150,449
Net Pension Obligation	1,286,026
Due to Other Funds	2,816
Accrued Interest Payable	24,525
2010 Recycling Note - US Bank	-
Landfill Close/Post Close	7,926,380
<i>Liabilities</i>	<u>9,426,729</u>
<i>Net Assets</i>	<u>7,926,918</u>
<i>Total Liabilities and Net Assets</i>	<u>17,353,647</u>

*All figures are unaudited

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

City of Conway
 Monthly Financial Report - Airport
 For the month ended April 30, 2015



	<u>Budget</u>	<u>Month</u> <u>Activity</u>	<u>Year to</u> <u>Date</u>	<u>Encumbered</u>	<u>(Over)/Under</u> <u>Budget</u>	<u>%</u> <u>Expend/Collect</u>
Revenues						
Airport Fuel Sales	945,000	79,069	240,510		704,490	25%
Sales Tax	-	1,010	7,026		(7,026)	-
T-Hangar Rent	96,500	5,085	28,465		68,035	29%
Community Hangar Rent	15,000	700	5,078		9,922	34%
Ground Leases	20,250	8,712	25,575		(5,325)	126%
Miscellaneous Revenues	2,500	(8,733)	62,177		(59,677)	2487%
Total Revenues	1,079,250	85,843	368,831	-	710,419	34%
Expenditures						
Personnel Costs	192,943	13,304	52,693	-	140,250	27%
Fuel for Resale	753,500	32,928	175,270	-	578,230	23%
Other Operating Costs	97,650	5,741	29,842	172	67,636	31%
Total Operating Costs	1,044,093	51,974	257,805	172	786,115	25%
Capital Outlay	19,000	-	-	7,404	11,596	0%
Total Expenditures	1,063,093	51,974	257,805	7,576	797,711	24%
Net Revenue/(Expense)	16,157		<u><u>111,026</u></u>			

*All figures are unaudited

Notes:

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- 2) Capital outlay is shown here for budgeting purposes, but only depreciation expense will be recorded at year end.

City of Conway

Airport Fund

2015

Fund Balance Appropriations



<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-15-27	3/10/15	Purchase loader and snow plow tractor attachments	19,000

City of Conway
Balance Sheet - Airport
For the month ended April 30, 2015



Cash - Operating	71,828
Accounts Receivable - Fuel Vendor	66,217
<i>Assets</i>	<u>138,045</u>
Accounts Payable	-
<i>Liabilities</i>	<u>-</u>
<i>Fund Balance</i>	<u>138,045</u>
<i>Total Liabilities & Fund Balance</i>	<u>138,045</u>

*All figures are unaudited

City of Conway
Monthly Financial Report - Major Project Funds
For the month ended April 30, 2015



Parks and Rec A&P Tax

Balance, 3/31/15	982,166
Receipts	268,773
Payments	(216,659)
Balance, 4/30/15	\$ 1,034,280

Pay as you go Sales Tax

Balance, 3/31/15	1,693,858
Receipts	475,504
Payments	(1,295,516)
Balance, 4/30/15	\$ 873,846

Street Impact Fees

Balance, 3/31/15	106,638
Receipts	36,881
Payments	-
Balance, 4/30/15	\$ 143,519

Parks Impact Fees

Balance, 3/31/15	153,832
Receipts	5,041
Payments	-
Balance, 4/30/15	\$ 158,873