

City Council Members

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



Ward 1 Position 1 – Andy Hawkins  
Ward 1 Position 2 – David Grimes  
Ward 2 Position 1 – Mark Vaught  
Ward 2 Position 2 – Shelley Mehl  
Ward 3 Position 1 – Jim Rhodes  
Ward 3 Position 2 – Mary Smith  
Ward 4 Position 1 – Theodore Jones, Jr.  
Ward 4 Position 2 – Shelia Whitmore

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**City of Conway - City Council Meeting**  
**6:30pm - Tuesday, October 12<sup>th</sup>, 2010**  
**The Hon. Russell L. "Jack" Roberts District Court Building – 810 Parkway St., Conway, AR 72032**  
**5:30pm - City Council Committee Meeting:**  
***Discussion of Health, Dental, Life & Voluntary Benefits***

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Call to Order

Roll Call

Minutes: ***September 27<sup>th</sup>, 2010 & October 6<sup>th</sup>, 2010***

Announcements / Proclamations / Recognition:

**1. Public Hearings:**

- A. Public hearing: Discussion of Wastewater Revenue Improvement Bonds, Series 2010.
  - 1. Ordinance authorizing the issuance and sale of wastewater revenue improvement bonds for Conway Corporation.
- B. Public hearing: Discussion of Industrial Development Revenue Bonds, Series 2010.
  - 1. Ordinance authorizing an increase in the principal amount of industrial revenue bonds for Kimberly Clark Corporation.

**2. Report of Standing Committees:**

- A. **Economic Development Committee (Airport, Conway Corporation, Conway Development Corporation, Chamber of Commerce)**
  - 1. Consideration to accept bids for the Lollie Road Relocation for the Conway Street Dept.
  - 2. Consideration to enter into an agreement with Garver Engineering in conjunction with the New Conway Airport Project.
  - 3. Consideration to enter into an agreement with Thomas & Associates for material testing for the New Conway Airport Project.
- B. **Community Development Committee (Planning, Zoning, Permits, Community Development, Historic District, Streets, & Conway Housing Authority)**
  - 1. Consideration of an appointment to fill out the remainder of a term on the Health Facilities Board.
  - 2. Resolution requesting the Faulkner County Tax Collector to place a certified lien on property located at 3035 Franklin as a result of incurred expenses by the City.
  - 3. Resolution of support for the Brownfield's Grant Application for CDBG.

4. Ordinance accepting additional federal funding and appropriating additional grant revenue to the CDGB Program.
5. Ordinance accepting and appropriating grant funds for the Conway Tree Board.
6. Ordinance accepting and appropriating grants funds for the Planning & Development.
7. Ordinance amending the building permit fees to include a permit fee for issuance of a temporary certificate of occupancy for the City of Conway.
8. Ordinance revising the Conway Zoning Ordinance (O-09-54) to allow churches and religious activities in an I-1, RU-1, and I-3 Zoning Districts by conditional use permit.
9. Ordinance revising the assessed impact fee for medical offices for the City of Conway.
10. Ordinance to rezone property located at 2945 Prince Street from O-3 to C-2.

**C. Old Business**

**D. New Business**

**Adjournment**

**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a public hearing will be held before the Mayor and City Council of the City of Conway, Arkansas (the "City") at the place and time set forth below on the question of the issuance by the City of up to \$14,955,000 principal amount of Wastewater Revenue Improvement Bonds, Series 2010 (the "Bonds"), under the authority of Amendment 65 to the Arkansas Constitution and Arkansas Code Annotated §§14-164-401 *et seq.*

The proceeds of the Bonds will be used (i) to fund the acquisition, construction and equipping of a portion of the costs of the proposed wastewater treatment plant to be located in the Tupelo Bayou area in the western portion of the City, including related engineering and design expenses and costs of the conveyance system required to deliver wastewater to the plant, (ii) to fund a debt service reserve, and (iii) to pay costs of issuance of the Bonds.

A public hearing will be held with respect to the issuance of the Bonds on Tuesday, October 12, 2010, at 6:30 p.m., at the District Court Building, 810 Parkway, Conway, Arkansas. Any persons interested may express their views, both orally and in writing, on the proposed issuance of the Bonds and on the location and nature of the improvements to be financed. At such hearing, all objections and suggestions will be heard and considered, and such action will be taken by the City Council as is deemed proper in response to said objections and suggestions.

This notice is published and the above described hearing is to be held in satisfaction of the requirements of Arkansas Code Annotated §19-9-607.

Tab Townsell, Mayor

**Publication Instructions: Publish one time in the *Log Cabin Democrat* not later than October 2, 2010. Please send two proofs of publication to Kutak Rock LLP, 124 W. Capitol, Suite 2000, Little Rock, Arkansas, 72201, Attn: Gordon M. Wilbourn.**

## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$14,955,000 OF WASTEWATER REVENUE IMPROVEMENT BONDS, SERIES 2010, BY THE CITY OF CONWAY, ARKANSAS FOR THE PURPOSE OF FINANCING THE COST OF CERTAIN CAPITAL IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM; AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND SUPPLEMENTAL TRUST INDENTURE PURSUANT TO WHICH THE SERIES 2010 BONDS WILL BE ISSUED AND SECURED; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT PURSUANT TO WHICH THE SERIES 2010 BONDS WILL BE OFFERED; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF THE SERIES 2010 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Conway, Arkansas (the "City"), a city of the first class, presently owns a wastewater collection and treatment system (the "Wastewater System") serving the residents of the City, which Wastewater System is operated and maintained by the Conway Corporation, a nonprofit corporation organized and existing under the laws of the State of Arkansas (the "Corporation"), pursuant to an exclusive franchise to operate the Wastewater System granted to the Corporation by the City; and

**WHEREAS**, the City also presently owns an electric generation and distribution system (the "Electric System") serving the residents of the City, which Electric System is operated and maintained by the Corporation pursuant to a lease from the City and an exclusive franchise to operate the Electric System granted to the Corporation by the City; and

**WHEREAS**, the City is authorized and empowered under the provisions of the Constitution and laws of the State of Arkansas, including particularly Amendment 65 and Arkansas Code Annotated Sections 14-164-401 *et seq.* (Repl. 1998 & 2009 Supp.) (as from time to time amended, the "Act") to issue and sell its wastewater revenue bonds for the purpose of financing the cost of improvements to the Wastewater System; and

**WHEREAS**, pursuant to the provisions of Ordinance No. O-92-20 of the City, adopted and approved on April 28, 1992, the City has previously issued its Sewer Revenue Bond, Series 1992 (the "Series 1992 Bond"), in the original principal amount of not to exceed \$13,700,000; and

**WHEREAS**, pursuant to the provisions of Ordinance No. O-04-19 of the City, adopted and approved on March 16, 2004, the City has previously issued its Wastewater Revenue

Improvement Bonds, Series 2004 (the “Series 2004 Bonds”), in the original principal amount of \$8,300,000; and

**WHEREAS**, pursuant to the provisions of Ordinance No. O-09-76 of the City, adopted and approved on July 14, 2009, the City has previously issued its Wastewater Revenue Improvement Bonds, Series 2009 (the “Series 2009 Bonds”), in the original principal amount of \$12,000,000; and

**WHEREAS**, in order to secure funds necessary to finance the acquisition, construction and equipping of additional betterments and improvements with respect to the Wastewater System, including primarily the acquisition, construction and equipping of a portion of the costs relating to the conveyance system required in connection with the proposed Tupelo Bayou wastewater treatment plant, and engineering and other expenses in connection therewith (the “Project”), to fund a debt service reserve and to pay printing, legal, underwriting and other expenses incidental to the issuance of wastewater revenue bonds for such purposes, the City has now determined to issue its Wastewater Revenue Improvement Bonds, Series 2010, in an aggregate principal amount of not to exceed \$14,955,000 (the “Series 2010 Bonds”); and

**WHEREAS**, the City has determined to issue and secure the Series 2010 Bonds, on a prior and senior basis to the security for its outstanding Series 1992 Bond, and on a parity basis with the security for its outstanding Series 2004 Bonds and Series 2009 Bonds, pursuant to a Second Supplemental Trust Indenture (the “Second Supplemental Trust Indenture”), by and among the City, the Corporation and First Security Bank, as trustee (the “Trustee”), a form of which has been presented to and is before this meeting; and

**WHEREAS**, the City proposes to enter into a Bond Purchase Agreement (the “Bond Purchase Agreement”) in substantially the form presented to and before this meeting, with Stephens Inc. and Crews & Associates, Inc., Little Rock, Arkansas (the “Underwriters”), providing for the sale of the Series 2010 Bonds; and

**WHEREAS**, an open public hearing on the question of the issuance of the Series 2010 Bonds has been held before the City Council and Mayor of the City on October 12, 2010, following publication of notice of such public hearing in the *Log Cabin Democrat* on September 30, 2010.

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

**Section 1.** The City Council hereby finds and declares that the acquisition, construction and equipping of the Project is in the best interest of the City and the customers of the Wastewater System.

**Section 2.** Under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment 65 to the Constitution of Arkansas and the Act, there is hereby authorized the issuance of bonds of the City to be designated as “Wastewater Revenue Improvement Bonds, Series 2010” (the “Series 2010 Bonds”). The Series 2010 Bonds shall be issued in the original aggregate principal amount of not to exceed Fourteen Million Nine Hundred Fifty-Five Thousand Dollars (\$14,955,000), shall mature not later than October 1,

2040, and shall bear interest at the rates specified in the Bond Purchase Agreement. In no event shall the interest rate borne by any Series 2010 Bond exceed 4.750% per annum and in no event shall the average interest rate on the Series 2010 Bonds exceed 4.625%. The proceeds of the Series 2010 Bonds will be utilized to acquire, construct and equip the Project, to fund a debt service reserve and to pay printing, underwriting, legal and other expenses incidental to the issuance of the Series 2010 Bonds. The payment of the principal of and interest on the Series 2010 Bonds will be secured primarily by the net revenues of the Wastewater System and shall be secured on a secondary basis by surplus net revenues of the Electric System, all as provided in the Trust Indenture dated as of April 1, 2004, as previously supplemented by a First Supplemental Trust Indenture dated as of October 1, 2009, and as further supplemented and amended by a Second Supplemental Trust Indenture dated as of November 1, 2010 (as supplemented and amended, the Indenture”), by and among the City, the Corporation and the Trustee. Such security shall be granted on a parity basis with the security for the Series 2004 Bonds and the Series 2009 Bonds and on a prior and senior basis to the security for the Series 1992 Bond. The Series 2010 Bonds shall be issued in the forms and denominations, shall be dated, shall be numbered, shall mature, shall be subject to redemption prior to maturity and may contain such other terms, covenants and conditions, all as set forth in the Indenture.

The Mayor is hereby authorized and directed to execute and deliver the Series 2010 Bonds in substantially the form thereof contained in the Second Supplemental Trust Indenture submitted to this meeting, and the City Clerk is hereby authorized and directed to execute and deliver the Series 2010 Bonds and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the Series 2010 Bonds to be accepted and authenticated by the Trustee. The Mayor is hereby authorized to confer with the Trustee, the Underwriters, and Kutak Rock LLP, Little Rock, Arkansas (“Bond Counsel”), in order to complete the Series 2010 Bonds in substantially the form contained in the Second Supplemental Trust Indenture submitted to this meeting, with such changes as shall be approved by such persons executing the Series 2010 Bonds, their execution to constitute conclusive evidence of such approval.

**Section 3.** To prescribe the terms and conditions upon which the Series 2010 Bonds are to be executed, authenticated, issued, accepted, held and secured, the Mayor is hereby authorized and directed to execute and acknowledge the Second Supplemental Trust Indenture, by and among the City, the Corporation and the Trustee, and the City Clerk is hereby authorized and directed to execute and acknowledge the Second Supplemental Trust Indenture and to affix the seal of the City thereto, and the Mayor and the City Clerk are hereby authorized and directed to cause the Second Supplemental Trust Indenture to be accepted, executed and acknowledged by the Corporation and the Trustee. The Second Supplemental Trust Indenture is hereby approved in substantially the form submitted to this meeting, including, without limitation, the provisions thereof pertaining to the pledge of Wastewater System net revenues and Electric System surplus net revenues to the Series 2010 Bonds and the terms of the Series 2010 Bonds. The Mayor is hereby authorized to confer with the Corporation, the Trustee, the Underwriters and Bond Counsel in order to complete the Second Supplemental Trust Indenture in substantially the form submitted to this meeting with such changes as shall be approved by such persons executing the Second Supplemental Trust Indenture, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Second Supplemental Trust Indenture in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

**Section 4.** There is hereby authorized and approved a Preliminary Official Statement of the City, including the cover page and appendices attached thereto, relating to the Series 2010 Bonds. The Preliminary Official Statement is hereby “deemed final” within the meaning of U.S. Securities and Exchange Commission Rule 15c2-12. The distribution of the Preliminary Official Statement is hereby approved. The Preliminary Official Statement, as amended to conform to the terms of the Bond Purchase Agreement, including Exhibit A thereto, and with such other changes and amendments as are mutually agreed to by the City, the Corporation and the Underwriters, is herein referred to as the “Official Statement,” and the Mayor is hereby authorized to execute the Official Statement for and on behalf of the City. The Official Statement is hereby approved in substantially the form of the Preliminary Official Statement submitted to this meeting, and the Mayor is hereby authorized to confer with the Corporation, the Trustee, the Underwriters and Bond Counsel in order to complete the Official Statement in substantially the form of the Preliminary Official Statement submitted to this meeting with such changes as shall be approved by such persons, the Mayor’s execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Preliminary Official Statement is on file with the City Clerk and is available for inspection by any interested person.)

**Section 5.** In order to prescribe the terms and conditions upon which the Series 2010 Bonds are to be sold to the Underwriters, the Mayor is hereby authorized and directed to execute, at the request of the Corporation, a Bond Purchase Agreement on behalf of the City, to be dated as of the date of its execution (the “Bond Purchase Agreement”), by and between the City and the Underwriters, and the Bond Purchase Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Corporation, the Underwriters and Bond Counsel in order to complete the Bond Purchase Agreement in substantially the form submitted to this meeting with such changes as shall be approved by such persons executing the Bond Purchase Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Bond Purchase Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

**Section 6.** In order to provide for continuing disclosure of certain financial and operating information with respect to the City, the Wastewater System and the Electric System in compliance with the provisions of Rule 15c2-12 of the U.S. Securities and Exchange Commission, the Mayor is hereby authorized and directed to execute a Continuing Disclosure Agreement to be dated as of the date of its execution (the “Continuing Disclosure Agreement”), by and among the City, the Corporation and the Trustee, and the Mayor is hereby authorized and directed to cause the Continuing Disclosure Agreement to be executed by the Corporation and the Trustee. The Continuing Disclosure Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Corporation, the

Trustee, the Underwriters and Bond Counsel in order to complete the Continuing Disclosure Agreement in substantially the form submitted to this meeting with such changes as shall be approved by such persons executing the Continuing Disclosure Agreement, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the Continuing Disclosure Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

**Section 7.** The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the issuance, sale, execution and delivery of the Series 2010 Bonds and to effect the execution and delivery of the Second Supplemental Trust Indenture, the Continuing Disclosure Agreement, the Bond Purchase Agreement, the Official Statement and a Tax Regulatory Agreement relating to the tax exemption of interest on the Series 2010 Bonds, and to perform all of the obligations of the City under and pursuant thereto. The Mayor and the City Clerk are further authorized and directed, for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof.

**Section 8.** Kutak Rock LLP, Little Rock, Arkansas, is hereby appointed to act as Bond Counsel on behalf of the City in connection with the issuance and sale of the Series 2010 Bonds.

**Section 9.** The rates for services of the Wastewater System previously enacted pursuant to Ordinance No. O-92-15, as amended by Ordinance No. O-03-88 and Ordinance No. O-09-48, are hereby ratified and confirmed.

**Section 10.** The Series 2010 Bonds are hereby designated as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). The City hereby represents and covenants that the aggregate principal amount of its tax-exempt obligations (excluding “private activity bonds” within the meaning of Section 141 of the Code), including those of its subordinate entities, issued in calendar year 2010 will not exceed \$30,000,000.

**Section 11.** The adoption of this Ordinance is intended as the City’s “official intent” to reimburse itself or the Corporation from the proceeds of the Series 2010 Bonds for preliminary costs of the Project and related expenses advanced by the City or the Corporation.

**Section 12.** The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared to be illegal or invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Ordinance.

**Section 13.** All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.



**Section 14.** It is hereby found and determined that there is an urgent need to finance certain improvements and betterments to the Wastewater System in order to alleviate hardships to the residents of the City, and in order to do so on the most favorable terms, it is necessary to enter into the Bond Purchase Agreement as soon as possible. Therefore, an emergency is hereby declared to exist and this Ordinance, being necessary for the immediate preservation of the public health, safety and welfare, shall be in force and take effect immediately upon and after its passage.

ADOPTED AND APPROVED THIS 12<sup>TH</sup>, DAY OF OCTOBER, 2010.

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

(S E A L)

## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING AN INCREASE IN THE PRINCIPAL AMOUNT OF INDUSTRIAL DEVELOPMENT REVENUE BONDS PREVIOUSLY ISSUED; AUTHORIZING DOCUMENT AMENDMENTS IN CONNECTION THEREWITH; AUTHORIZING AND PRESCRIBING OTHER MATTERS PERTAINING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Conway, Arkansas (the "City") has issued its Taxable Industrial Development Revenue Bonds (Kimberly-Clark Corporation Project), Series 2010 (the "Bonds"), in the aggregate principal amount of not to exceed \$45,000,000, for the purpose of financing an industrial project (the "Project") for use by Kimberly-Clark Corporation, a Delaware corporation (the "Company"), and paying the expenses of issuing the Bonds; and

WHEREAS, the City has leased the Project to the Company upon the terms and conditions set forth in a Lease Agreement dated as of July 1, 2010 (the "Lease Agreement"), by and between the City and the Company; and

WHEREAS, the Bonds are secured by a Trust Indenture dated as of July 1, 2010 (the "Indenture"), by and between the Issuer and Associated Trust Company, N.A., Green Bay, Wisconsin, as Trustee (the "Trustee"); and

WHEREAS, in connection with the issuance of the Bonds, the City and the Company entered into an Agreement for Payments in Lieu of Taxes dated July 9, 2010 (the "PILOT Agreement"); and

WHEREAS, it is proposed that the scope of the Project be expanded and that the maximum principal amount of the Bonds be increased to \$75,000,000 for the purpose of financing additional costs in connection therewith, including costs for buildings, improvements, machinery, equipment, and other facilities; and

WHEREAS, pursuant to and in accordance with applicable provisions of Arkansas law, a public hearing was held on the date hereof before the City Council on the question of the proposed increase in principal amount of the Bonds; and

WHEREAS, after due consideration the City has determined to proceed with such proposal and in connection therewith to enter into amendments to the Lease Agreement, the Trust Indenture, and the PILOT Agreement (collectively, the "Amending Documents"); and

WHEREAS, forms of the Amending Documents have been presented to and are before this meeting;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Conway, Arkansas:

Section 1. The City Council hereby finds that the accomplishment of the proposed expanded Project, and the issuance of the Bonds to finance the same, will provide substantial additional investment, employment and payrolls and will thereby secure and develop industry within and near the City.

Section 2. The issuance of the Bonds in the aggregate principal amount of \$75,000,000, or such lesser amount as shall be requested by the Company, is hereby authorized.

Section 3. There is hereby authorized the execution and delivery of the Amending Documents, and the Mayor and City Clerk, as appropriate, are hereby authorized to execute, acknowledge and deliver the same for and on behalf of the City. The Amending Documents are hereby approved in substantially the forms submitted to this meeting, and the Mayor is hereby authorized to confer with the Company, the Trustee, and others in order to complete the Amending Documents in substantially the forms submitted to this meeting with such changes as shall be approved by such persons executing the documents, their execution to constitute conclusive evidence of such approval.

Section 4. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Amending Documents, the performance of all obligations of the City thereunder, and the performance of all acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance or by Ordinance No. O-10-42 adopted on May 11, 2010, which authorized the original issuance of the Bonds. The Mayor and City Clerk are hereby further authorized and directed, for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof.

Section 5. The City Clerk is hereby authorized and directed to file in the office of the City Clerk, as a part of the minutes of the meeting at which this Ordinance is adopted, for inspection by any interested person copies of the Amending Documents, and such documents shall be on file for inspection by any interested person.

Section 6. The provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions.

Section 7. All other ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. There is hereby found and declared to be an immediate need for the securing and developing of industry in order to provide substantial employment and payrolls, thereby alleviating unemployment and otherwise benefitting the public health, safety and welfare of the City and the inhabitants thereof, and the increase in the maximum principal amount of the Bonds authorized hereby and the taking of the other action authorized hereby are immediately necessary for the accomplishing of these public benefits and purposes. It is, therefore, declared that an emergency

exists and this Ordinance being necessary for the preservation of the public peace, health and safety shall be in force and effect immediately upon and after its passage.

PASSED: October 12, 2010.

APPROVED:

ATTEST:

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Mayor

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City Clerk

(SEAL)

CERTIFICATE

The undersigned, City Clerk of the City of Conway, Arkansas, hereby certifies that the foregoing pages are a true and perfect copy of Ordinance No. \_\_\_\_\_, adopted at a regular session of the City Council of the City of Conway, Arkansas, held at the regular meeting place of the City at 6:30 o'clock p.m., on the 12th day of October, 2010, and that the Ordinance is of record in Ordinance Record Book No. \_\_\_\_\_, at page \_\_\_\_\_, now in my possession.

GIVEN under my hand and seal on this \_\_\_\_\_ day of October, 2010.

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City Clerk

(SEAL)

**MEMORANDUM**

TO: MAYOR TAB TOWNSELL

FROM: RONNIE HALL, P.E.

DATE: October 7, 2010

REFERENCE: Lollie Road Relocation  
For New Conway Airport

Bids were received at Conway City Hall at 2:00 PM Thursday October 7, 2010 for the Relocation of Lollie Road for the New Conway Municipal Airport in the Lollie Bottoms Area. This project involves the construction of approximately 3,100 feet of 24 foot wide asphalt pavement with 6' gravel shoulders. The project is required to move the road from the location of the new airport runway. Eleven bids were received with the "as read" bids summarized as follows:

Weaver Bailey Construction Co.	\$381,710.95
Robinson Backhoe & Dozer Service	\$427,944.03
A & B Dirt Movers	\$428,063.10
Paladino- Nash, Inc.	\$440,899.54
Crow Paving	\$445,193.88
Tom Lindsey Contractors, Inc.	\$458,239.02
Boyles Construction	\$471,634.20
Red Stone Construction	\$485,639.15
Heritage Excavation	\$575,446.40
Township Builders	\$592,269.00
ADEVCO	Non Responsive Bid

Garver is preparing a detailed bid tabulation to confirm the correctness of the above amounts. Any changes or discrepancy will be provided at the City Council meeting.

I recommend award of this project to the low bidder Weaver Bailey Construction Co. in the amount of \$381,710.95 subject to concurrence in the award by the FAA.

This project cost will be reimbursed 95% from the 2010 FAA Grant and 5% from a State Aeronautic Department Grant.



CONWAY MUNICIPAL AIRPORT  
LOLLIE ROAD RELOCATION

BID TABULATION

BIDS OPENED 2:00 P.M. THURSDAY, OCTOBER 7, 2010

CONWAY MUNICIPAL AIRPORT RELOCATION LOLLIE ROAD	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	Garver Estimate		Weaver Bailey Contractors		Robinson Backhoe Dozer		A&B Dirt Movers, Inc.		Paladino-Nash, Inc.		Crow Paving, Inc.	
					UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
	SS-120-3.1	SITE PREPARATION	L.S.	100%	\$32,152.00	\$32,152.00	\$14,500.00	\$14,500.00	\$30,353.00	\$30,353.00	\$42,000.00	\$42,000.00	\$38,000.00	\$38,000.00	\$17,000.00	\$17,000.00
	SS-121-5.1	MAINTANENCE OF TRAFFIC	L.S.	100%	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$6,500.00	\$6,500.00
	SS-122-4.1	TRAFFIC SIGNS	S.F.	75.1	\$50.00	\$3,755.00	\$21.00	\$1,577.10	\$45.71	\$3,432.82	\$31.00	\$2,328.10	\$23.50	\$1,764.85	\$27.25	\$2,046.48
	SS-122-4.2	TYPE III BARRICADE	EACH	2	\$1,000.00	\$2,000.00	\$540.00	\$1,080.00	\$1,380.00	\$2,760.00	\$550.00	\$1,100.00	\$500.00	\$1,000.00	\$325.00	\$650.00
	SS-130-4.1	TRENCH AND EXCAVATION SAFETY SYSTEMS	L.S.	100%	\$500.00	\$500.00	\$500.00	\$500.00	\$1.00	\$1.00	\$100.00	\$100.00	\$8.50	\$8.50	\$100.00	\$100.00
	SS-210-6.1	UNCLASSIFIED EXCAVATION	C.Y.	1,726	\$8.00	\$13,808.00	\$7.50	\$12,945.00	\$4.00	\$6,904.00	\$6.50	\$11,219.00	\$6.83	\$11,788.58	\$11.75	\$20,280.50
	SS-210-6.2	EMBANKMENT CONSTRUCTION	C.Y.	8,673	\$10.00	\$86,730.00	\$7.50	\$65,047.50	\$9.47	\$82,133.31	\$8.00	\$69,384.00	\$8.40	\$72,853.20	\$8.85	\$76,756.05
	SS-210-6.3	UNDERCUT EXCAVATION	C.Y.	500	\$12.00	\$6,000.00	\$12.00	\$6,000.00	\$12.00	\$6,000.00	\$20.00	\$10,000.00	\$21.00	\$10,500.00	\$18.50	\$9,250.00
	SS-220-5.1A	ACHM SURFACE COURSE	TON	684	\$85.00	\$58,140.00	\$68.74	\$47,018.16	\$66.72	\$45,636.48	\$70.00	\$47,880.00	\$72.23	\$49,405.32	\$68.75	\$47,025.00
	SS-220-5.1B	ACHM BINDER COURSE	TON	999	\$85.00	\$84,915.00	\$63.01	\$62,946.99	\$61.16	\$61,098.84	\$61.00	\$60,939.00	\$66.21	\$66,143.79	\$63.75	\$63,686.25
	SS-221-5.1	AGGREGATE BASE COURSE (CLASS 7)	TON	7,734	\$20.00	\$154,680.00	\$16.50	\$127,611.00	\$16.50	\$127,611.00	\$18.00	\$139,212.00	\$18.75	\$145,012.50	\$18.90	\$146,172.60
	SS-240-6.1a	18" REINFORCED CONCRETE PIPE, CLASS IV	L.F.	136	\$35.00	\$4,760.00	\$30.00	\$4,080.00	\$41.68	\$5,668.48	\$31.00	\$4,216.00	\$30.00	\$4,080.00	\$55.00	\$7,480.00
	SS-240-6.1b	24" REINFORCED CONCRETE PIPE, CLASS IV	L.F.	120	\$45.00	\$5,400.00	\$45.00	\$5,400.00	\$69.32	\$8,318.40	\$50.00	\$6,000.00	\$48.00	\$5,760.00	\$68.00	\$8,160.00
	SS-240-6.2a	18" RCP FLARED END SECTION	EACH	6	\$1,100.00	\$6,600.00	\$840.00	\$5,040.00	\$1,257.30	\$7,543.80	\$1,000.00	\$6,000.00	\$900.00	\$5,400.00	\$1,150.00	\$6,900.00
	SS-240-6.2b	24" RCP FLARED END SECTION	EACH	6	\$1,400.00	\$8,400.00	\$980.00	\$5,880.00	\$1,568.52	\$9,411.12	\$1,030.00	\$6,180.00	\$970.00	\$5,820.00	\$1,802.00	\$10,812.00
	SS-241-5.1	PIPE EMBEDMENT	C.Y.	40	\$30.00	\$1,200.00	\$20.00	\$800.00	\$40.00	\$1,600.00	\$29.00	\$1,160.00	\$29.00	\$1,160.00	\$38.00	\$1,520.00
	SS-250-5.1	PAVEMENT MARKING	S.F.	4,230	\$2.00	\$8,460.00	\$0.54	\$2,284.20	\$1.52	\$6,429.60	\$1.50	\$6,345.00	\$1.23	\$5,202.90	\$1.50	\$6,345.00
	SS-270-5.1	TEMPORARY EROSION CONTROL	L.S.	100%	\$10,000.00	\$10,000.00	\$11,500.00	\$11,500.00	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$9,000.00	\$9,000.00
	SS-271-4.1	SEEDING	ACRE	2.0	\$2,000.00	\$4,000.00	\$1,750.00	\$3,500.00	\$5,000.00	\$10,000.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$2,500.00	\$5,000.00
	SP-C-02*	THIRD PARTY INSURANCE	L.S.	100%	\$1,000.00	\$1,000.00	\$1.00	\$1.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$510.00	\$510.00
<b>TOTAL AMOUNT BID</b>						\$495,000.00		\$381,710.95		\$427,901.85		\$428,063.10		\$440,899.64		\$445,193.88

CONWAY MUNICIPAL AIRPORT RELOCATION LOLLIE ROAD	ITEM NO.	ITEM DESCRIPTION	Adevco, Inc.		Tom Lindsey Contractor		Boyles Construction, Inc.		Redstone Construction		Heritage Excavation, Inc		Township Builders, Inc.	
			UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
	SS-120-3.1	SITE PREPARATION			\$41,500.00	\$41,500.00	\$5,000.00	\$5,000.00	\$58,000.00	\$58,000.00	\$50,000.00	\$50,000.00	\$81,242.00	\$81,242.00
	SS-121-5.1	MAINTANENCE OF TRAFFIC			\$3,500.00	\$3,500.00	\$8,000.00	\$8,000.00	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
	SS-122-4.1	TRAFFIC SIGNS			\$32.00	\$2,403.20	\$35.00	\$2,628.50	\$32.00	\$2,403.20	\$39.95	\$3,000.25	\$20.00	\$1,502.00
	SS-122-4.2	TYPE III BARRICADE			\$36.30	\$72.60	\$1,200.00	\$2,400.00	\$750.00	\$1,500.00	\$2,500.00	\$5,000.00	\$350.00	\$700.00
	SS-130-4.1	TRENCH AND EXCAVATION SAFETY SYSTEMS			\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$1.00	\$1.00	\$10,000.00	\$10,000.00	\$400.00	\$400.00
	SS-210-6.1	UNCLASSIFIED EXCAVATION			\$5.00	\$8,630.00	\$7.30	\$12,599.80	\$5.30	\$9,147.80	\$12.00	\$20,712.00	\$8.00	\$13,808.00
	SS-210-6.2	EMBANKMENT CONSTRUCTION			\$9.00	\$78,057.00	\$12.80	\$111,014.40	\$10.25	\$88,898.25	\$14.00	\$121,422.00	\$15.00	\$130,095.00
	SS-210-6.3	UNDERCUT EXCAVATION			\$12.00	\$6,000.00	\$12.80	\$6,400.00	\$10.25	\$5,125.00	\$15.00	\$7,500.00	\$20.00	\$10,000.00
	SS-220-5.1A	ACHM SURFACE COURSE			\$66.72	\$45,636.48	\$74.00	\$50,616.00	\$70.00	\$47,880.00	\$92.00	\$62,928.00	\$81.00	\$55,404.00
	SS-220-5.1B	ACHM BINDER COURSE			\$61.16	\$61,098.84	\$68.00	\$67,932.00	\$64.00	\$63,936.00	\$91.00	\$90,909.00	\$74.00	\$73,926.00
	SS-221-5.1	AGGREGATE BASE COURSE (CLASS 7)			\$20.00	\$154,680.00	\$20.00	\$154,680.00	\$20.50	\$158,547.00	\$20.00	\$154,680.00	\$21.00	\$162,414.00
	SS-240-6.1a	18" REINFORCED CONCRETE PIPE, CLASS IV			\$48.50	\$6,596.00	\$38.00	\$5,168.00	\$37.75	\$5,134.00	\$41.00	\$5,576.00	\$58.00	\$7,888.00
	SS-240-6.1b	24" REINFORCED CONCRETE PIPE, CLASS IV			\$59.50	\$7,140.00	\$51.00	\$6,120.00	\$57.00	\$6,840.00	\$55.00	\$6,600.00	\$83.00	\$9,960.00
	SS-240-6.2a	18" RCP FLARED END SECTION			\$1,015.00	\$6,090.00	\$770.00	\$4,620.00	\$826.00	\$4,956.00	\$760.00	\$4,560.00	\$800.00	\$4,800.00
	SS-240-6.2b	24" RCP FLARED END SECTION			\$1,154.00	\$6,924.00	\$920.00	\$5,520.00	\$1,100.00	\$6,600.00	\$760.00	\$4,560.00	\$1,000.00	\$6,000.00
	SS-241-5.1	PIPE EMBEDMENT			\$20.00	\$800.00	\$28.50	\$1,140.00	\$29.00	\$1,160.00	\$50.00	\$2,000.00	\$40.00	\$1,600.00
	SS-250-5.1	PAVEMENT MARKING			\$0.83	\$3,510.90	\$0.85	\$3,595.50	\$0.83	\$3,510.90	\$1.18	\$4,991.40	\$1.00	\$4,230.00
	SS-270-5.1	TEMPORARY EROSION CONTROL			\$20,000.00	\$20,000.00	\$13,000.00	\$13,000.00	\$12,000.00	\$12,000.00	\$6,000.00	\$6,000.00	\$17,000.00	\$17,000.00
	SS-271-4.1	SEEDING			\$2,300.00	\$4,600.00	\$4,000.00	\$8,000.00	\$1,500.00	\$3,000.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00
	SP-C-02*	THIRD PARTY INSURANCE			\$500.00	\$500.00	\$1,200.00	\$1,200.00	\$3,000.00	\$3,000.00	\$-	\$-	\$1,300.00	\$1,300.00
<b>TOTAL AMOUNT BID</b>						\$458,239.02		\$471,634.20		\$485,639.15		\$575,438.65		\$592,269.00

Corrected Amount

Certified Correct   
Blake Roberson, AR PE # 13646



**MEMORANDUM**

TO: MAYOR TAB TOWNSELL

FROM: RONNIE HALL, P.E.

DATE: October 8, 2010

REFERENCE: Garver Engineering Contract  
Lollie Bottoms Airport  
Stage 1A – Grading and Drainage Construction

The 2010 FAA Grant for New Conway Airport Construction included funding for the following:

1. Administrative Cost (Legal Ads, shipping, etc.)	\$15,612.85
2. Engineering - Design Stage 1B	\$77,000.00
3. Engineering - Project Inspection	\$190,000.00
4. Construction Material Testing	\$47,825.50
5. Airport Construction - Lollie Road Relocation	\$460,000.00
6. Airport Construction - Earthwork & Drainage	<u>\$1,698,857.65</u>
TOTAL	<u>\$2,489,296.00</u>

Garver has completed their original design contract for the new airport project with the completion of the overall construction plans and specifications. Garver has now submitted a contract for the construction inspection, contract management and construction engineering effort for the construction projects listed above. The proposed contract also includes the design engineering services required to develop a set of construction plans and specification to fit the anticipated 2011 FAA construction funding.

As shown in the contact, the charges for the construction inspection and related work will be a cost plus a fixed fee type contract. In this type contract the engineering charges are based on the time Garver personnel work on this project plus a fixed fee. The design fee for the next phase of construction is a lump sum amount for the work required to assemble the plans and specification for the next construction phase. The amount of the contract is as follows:

Project Support Services:	FAA reporting, prepare grant applications and Request for reimbursements & provide DBE reporting	\$25,000
Construction Support Services:	Provide full time resident construction observation to confirm the contractor's work conforms to plans & specs, prepare estimates for payments to contractor.	\$190,000
Design Engineering	Prepare specific plans & specifications To conform to 2011 grant funding amount	<u>\$52,000</u>
	TOTAL	\$267,000

This contract amount will be reimbursed 95% from the 2010 FAA Grant and 5% from a State Grant.

I am requesting approval of this contract subject to approval of FAA and confirmation of appropriateness of the engineering fee by our independent fee analyst.



**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
CITY OF CONWAY, ARKANSAS  
CONWAY, ARKANSAS  
Project No. 1001-1500**

This is an agreement made as of \_\_\_\_\_, 20\_\_\_, between the **City of Conway, Arkansas**, hereinafter called "Owner" and/or "City" and **Garver, LLC**, hereinafter called the "Engineer".

The Owner intends to make the following improvements:

***NEW CONWAY MUNICIPAL AIRPORT – PHASE 2***

The Engineer will provide engineering services related to these improvements as described herein. Project improvements shall be in accordance with planning for the project, and applications for Federal Funds prepared by the Engineer.

The Owner and the Engineer in consideration of the mutual covenants in this contract agree in respect of the performance of professional engineering and surveying services by the Engineer and the payment for those services by the Owner as set forth below. Execution of the agreement by the Engineer and the Owner constitutes the Owner's written authorization to the Engineer to proceed on the date first above written with the services described herein.

**SECTION 1 - EMPLOYMENT OF THE ENGINEER**

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional engineering services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and the Federal Aviation Administration, in accordance with regulations and procedures established for Federal Aid Projects. The Engineer will coordinate his services with the Owner, the FAA, and others required in the accomplishment of the work, and the standards of skill and care ordinarily used by members of the Engineer's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay the Engineer compensation as stated in the sections to follow. All of the engineering services included in this agreement will be supplied by the Engineer's personnel or personnel under subcontract to the Engineer. Subconsultant agreements are subject to approval by the Owner.

**SECTION 2 - SCOPE OF SERVICES**

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

**SECTION 3 - PAYMENT**

For the work described under SECTION 2 - SCOPE OF SERVICES, the Owner will pay the Engineer as outlined in the below table. The Owner intends to pay the Engineer from FAA AIP Grant No. 3-05-0089-003-2010 and represents that funds will be available to pay the Engineer from FAA AIP Grant No. 3-05-0089-003-2010, or funds will be borrowed from another source as necessary to pay the Engineer.

<b>WORK DESCRIPTION</b>	<b>FEE AMOUNT</b>	<b>FEE TYPE</b>
Project Support Services	\$25,000	Cost Plus Fixed Fee
Stage 1A Grading and Drainage Bidding and Construction Support Services	\$190,000	Cost Plus Fixed Fee
Stage 1B Grading and Drainage Design Services	\$52,000	Lump Sum
<b>TOTAL FEE</b>	<b>\$267,000</b>	

For the Cost Plus Fixed Fee services, tabulated above, the Owner will pay the Engineer, for time spent on the project, at the unburdened hourly payroll rate of each of the Engineer's personnel during the performance of these services for work time directly connected with the project, plus payroll and general overhead costs of 186% of the unburdened hourly rate, plus direct reimbursable expenses normal and necessary for the completion of the project, plus a fixed fee of \$25,895.59. The estimated cost of **Project Support Services** and **Stage 1A Grading and Drainage Bidding and Construction Support Services** including the fixed fee is \$215,000. The actual total fee may exceed this estimate. For informational purposes, a breakdown of the Engineer's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

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, subcontracts, consulting fees, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
3. The amount allowed by the federal government for mileage.

For **Stage 1B Grading and Drainage Design Services**, the Owner agrees to pay the Engineer on a Lump Sum basis as tabulated above. The lump sum amount to be paid under this agreement is \$52,000. For informational purposes, a breakdown of the Engineer's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

The Owner will pay the Engineer on a monthly basis, based upon statements submitted by the Engineer to the Owner indicating the estimated proportion of the amount of work accomplished. The Engineer will be paid within 30 days from the date the Owner is reimbursed by the FAA.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay the Engineer, for time spent on the project, at the rates shown in Appendix B, Stage 1B Grading and Drainage Design Services, for each classification of the Engineer's personnel plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

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

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

1. Giving thorough consideration to all documents presented by the Engineer and informing the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
2. Making provision for the employees of the Engineer to enter public and private lands as required for the Engineer to perform necessary preliminary surveys and other investigations.
3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this contract, except as otherwise described in Section 2 – Scope of Services.
4. Furnishing the Engineer such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
5. Paying all plan review and advertising costs in connection with the project.
6. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
7. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
8. Giving prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter the Engineer's performance under this Agreement.
9. Owner will not hire any of the Engineer's employees during performance of this contract and for a period of one year beyond completion of this contract.

## **SECTION 5 – MISCELLANEOUS**

### **5.1 Instruments of Service**

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

The Engineer's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and the Engineer's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner. The Engineer retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of the Engineer, shall be without liability to the Engineer and the Engineer's consultants. The Owner shall indemnify, defend, save harmless the Engineer, the Engineer's consultants, and the officers and employees of any of them

from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of the Engineer.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that the Owner shall indemnify, defend, save harmless the Engineer, the Engineer's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.

## **5.2 Opinions of Cost**

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

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

## **5.3 Underground Utilities**

The Engineer will provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. However, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, the Engineer cannot be responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes.

## **5.4 Insurance**

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

Workmen's Compensation	Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Injury)	\$500,000.00
General Liability (Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability	\$2,000,000.00

## **5.5 Records**

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

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

## **5.6 Indemnity Provision**

Subject to the limitation on liability set forth in Section 5.8, the Engineer agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Engineer, its subconsultants, or any other party for whom the Engineer is legally liable, in the performance of their professional services under this contract.

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

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

## **5.7 Limitation of Liability**

In recognition of the relative risks and benefits of the project to both the Owner and the Engineer, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Engineer and his or her subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of the Engineer and his or her subconsultants to all those named shall not exceed \$267,000, or the Engineer's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, and breach of contractor warranty.

## **5.8 Mediation**

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

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

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

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

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

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

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

### **SECTION 8 – APPENDICIES AND EXHIBITS**

- 8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
- 8.1.1 Appendix A - Scope of Services
  - 8.1.2 Appendix B - Fee Summary
  - 8.1.3 Appendix C - “Certification of Engineer”.
  - 8.1.4 Appendix D - “Mandatory Federal Contract Provisions For Professional Services Contracts”.
- 8.2 This Agreement (consisting of pages 1 to 7, inclusive) together with the appendices and exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said appendices and exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN TESTIMONY OF WHICH, this instrument has been executed on behalf of the above named Engineer, and has been executed on behalf of the Owner, in two (2) counterparts, each of equal force, on the day and year first above written.

OWNER

ENGINEER

**CITY OF CONWAY, ARKANSAS**

**GARVER, LLC**

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

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

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

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

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

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

## **APPENDIX A – SCOPE OF SERVICES**

### **1.1 General**

Generally, the scope of services includes bidding and construction phase services for the Stage1A – Grading and Drainage project that will begin in the summer of 2010. Additional services include final design services for Stage 1B – Grading and Drainage Construction project to be constructed in FY2011.

### **1.2 Project Support Services**

The Engineer will provide support services to airport representatives to include meetings, exhibit development and presentation, federal and state funding application preparation, cost estimating, DBE Goal updates and accomplishment reporting, and coordination of other miscellaneous items as requested by airport representatives.

### **1.3 Bidding Services**

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

### **1.4 Construction Phase Services**

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

1. Support the owner's improvement plan by accomplishing preliminary planning, and/or engineering work as directed by the owner. The work shall include the preparation of opinions of costs, preliminary plans, applications for local, state, and federal funds, and services required to support the owner's applications for funds.
2. Prior to issuing the Notice to Proceed letter, the Engineer will prepare a "Construction Management Plan" to be submitted to the Federal Aviation Administration (FAA) for approval. At a minimum, the plan shall list key construction personnel, qualifications of construction management personnel, and materials quality assurance information. The plan will be reviewed by the FAA project manager and must be approved along with the final plans and specifications for construction.



3. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
4. Prepare for and attend utilities coordination meeting.
5. Attend progress/coordination meetings with the Owner/Contractor.
6. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by the Engineer on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. The Engineer's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, the Engineer shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
7. Consult with and advise the Owner during the construction period. The Engineer will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Engineer shall supply to Owner such periodic reports and information as may be required by the FAA.
8. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
9. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment.
10. Maintain a set of working drawings and prepare and furnish record drawings.
11. Provide full-time resident construction observation services for the 185-calendar-day construction contract performance time. The proposed fee is based on approximately 8 hours per day, 6 days per week, during the construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay the Engineer an additional fee agreed to by the Owner and the Engineer.
12. When authorized by the Owner, prepare change orders or supplemental agreements, as appropriate, for ordering changes in the work from that originally shown on the Plans and Specifications. If re-design or substantial engineering is required in the preparation of these documents, payment for extra services involved will be made in addition to the payment provided in basic engineering services.
13. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

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

- Consult with and advise the Owner during the construction period.
- Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Owner. Coordinate with this firm to insure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the

Contractor unnecessarily and will meet specification requirements as to location and frequency.

- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit.
- Prepare requests for monthly and final payments to the Contractor.
- Provide information for preparation of record drawings of the completed project.
- Submit FAA Form 5370-1, Construction Progress and Inspection Report, or equivalent form to the appropriate FAA field office. The frequency of submittal shall be established at the preconstruction conference.
- Administer the construction management plan prepared by the engineer.
- Prepare a Construction Materials Quality Control Summary to be submitted weekly/monthly to the FAA. At a minimum, the summary shall include a list of all tests performed showing the date, location, pass or fail, results of retests, and whether or not the test is eligible or ineligible under the A.I.P. program. The Summary will include a certification that all testing was completed in accordance with the "Construction Management Plan."
- Assist the Owner in the observation of Contractor's operations for proper classification of workers, and review of Contractor's payrolls as necessary to determine compliance with the prevailing wage rates.

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

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

### **1.5 Final Design**

The Engineer will prepare detailed construction drawings, specifications, instructions to bidders, general provisions and special provisions for Stage 1B Grading and Drainage Construction, all based on guides furnished to the Engineer by the Owner and FAA and expected funding levels. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall be in accordance with sound engineering principles and shall be submitted to the FAA office from which approval must be obtained. Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest

edition) or other appropriate standards approved for use by the FAA. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by the Engineer from the FAA and the Arkansas Department of Labor for incorporation into the specifications for the proposed project.

The Engineer will submit to the FAA Airport's Regional Office advance copies of the plans and specifications and cost estimates for review. The Engineer will make any additions to respond to comments by the FAA, and when the documents have been approved, the Engineer will furnish plans to the FAA and to the Owner for bidding and coordination purposes.

### **1.6 Project Deliverables**

The following will be submitted to the Owner, or others as indicated, by the Engineer:

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

### **1.7 Extra Work**

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

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ.
4. Construction materials testing.
5. Services after construction, such as warranty follow-up, operations support, etc.

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

### **1.8 Schedule**

The Engineer shall begin work immediately and complete the work on a mutually agreeable schedule.

**MEMORANDUM**

TO: MAYOR TAB TOWNSELL

FROM: RONNIE HALL, P.E.

DATE: October 8, 2010

REFERENCE: Material Testing Contract  
Lollie Bottoms Airport  
Stage 1A – Grading and Drainage Construction

I have attached a proposed material testing contract from Thomas & Associates, Inc. for the Lollie Road relocation project associated with the New Conway airport in the Lollie Bottoms. This firm is a DBE firm and will satisfy some of our project DBE requirements. As shown the estimated cost of this work is \$12,393.25 and the charges will be based on the actual testing work performed multiplied by the unit prices in the contract.

I am requesting approval of this contract.

This contract amount will be reimbursed 95% from the 2010 FAA Grant and 5% from a State Aeronautic Department Grant.

## CONTRACT

THIS AGREEMENT Made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Conway, Arkansas, acting through its duly authorized representatives, party of the first part, hereinafter called the "OWNER", and:

**Thomas & Associates, Inc.**

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party of the second part, hereinafter called "TESTING FIRM".

### WITNESSETH:

That for and in consideration of the payment hereinafter mentioned, to be made and performed by the OWNER, the TESTING FIRM hereby agrees with the OWNER to commence and complete the construction materials testing for the project "Lollie Road Relocation" at Conway Municipal Airport.

The TESTING FIRM, having examined the Technical Specifications, hereby agrees to furnish all tools, appliances, equipment and specified materials, and perform all necessary labor for "Construction Materials Quality Control Testing" for the project "Lollie Road Relocation" at Conway Municipal Airport, in strict accordance with the Technical Specifications at and for the unit prices agreed to herein.

The numbers of tests shown on the Unit Price Schedules are estimated. The actual number of tests performed will be determined by the Engineer. Some tests may not be performed. The quantity of tests to be paid for will be the actual number of tests performed in accordance with the Technical Specifications and accepted by the Engineer.

The TESTING FIRM agrees to perform the work in accordance with the Technical Specifications and all provisions attached hereto and made a part hereof as though copied in full herein, for and at the prices agreed upon herein.

During the performance of this contract, the TESTING FIRM, for itself, its assignees and successors in interest, agrees as follows:

1. The FAA, Airport Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of the TESTING FIRM which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcription. The TESTING FIRM shall maintain all required records for 3 years after the Airport Owner makes final payment and all other pending matters are closed.
2. Compliance with Regulations. The TESTING FIRM shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.



3. Nondiscrimination. The TESTING FIRM, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The TESTING FIRM shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
4. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the TESTING FIRM for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the TESTING FIRM of the TESTING FIRM's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
5. Information and Reports. The TESTING FIRM shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Airport Owner or the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a TESTING FIRM is in the exclusive possession of another who fails or refuses to furnish this information, the TESTING FIRM shall so certify to the Engineer, Airport Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
6. Sanctions for Noncompliance. In the event of the TESTING FIRM's noncompliance with the nondiscrimination provisions of this contract, the Engineer shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  - 6.A withholding of payments to the TESTING FIRM under the contract until the TESTING FIRM complies, and/or:
  - 6.B cancellation, termination, or suspension of the contract, in whole or in part.
7. Incorporation of Provisions. The TESTING FIRM shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The TESTING FIRM shall take such action with respect to any subcontract or procurement as the Engineer, Airport Owner or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event TESTING FIRM becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the TESTING FIRM may request the Engineer to enter into such litigation to protect the interests of the Engineer, and in addition, the TESTING FIRM may request the Airport Owner to enter into such litigation to protect the interests of the Owner and, in addition, the TESTING FIRM

may request the United States to enter into such litigation to protect the interests of the United States.

8. Disadvantaged Business Enterprise Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.
9. DBE Obligation. The TESTING FIRM agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all TESTING FIRMS shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. TESTING FIRM shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

The OWNER agrees to pay, and the TESTING FIRM agrees to accept, as full and final compensation for all work done under this agreement, the price agreed upon herein, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.

For the consideration above expressed, the TESTING FIRM agrees to perform the work in a timely matter during the construction of the project.

## UNIT PRICE SCHEDULE

### LOLLIE ROAD RELOCATION Construction Materials Quality Control Testing AIP PROJECT NO. 3-05-0089-003-2010

<u>Test No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
SS-210-1	Sampling & Laboratory Moisture-Density Testing	Each	2	\$ 161.00	\$ 322.00
SS-210-2	In-Place Moisture Density Nuclear Method	Each	48	\$ 32.00	\$ 1,536.00
SS-220-1	Sampling & Laboratory Moisture- Density Testing	Each	2	\$ 161.00	\$ 322.00
SS-220-2	Stability	Each	2	\$ 115.00	\$ 230.00
SS-220-3	Flow	Each	2	\$ 46.00	\$ 92.00
SS-220-4	Aggregate Gradation	Each	2	\$ 155.00	\$ 310.00
SS-220-5	Air Voids	Each	2	\$ 115.00	\$ 230.00
SS-220-6	Voids in Mineral Aggregate	Each	2	\$ 46.00	\$ 92.00
SS-220-7	Field Density	Each	8	\$ 23.00	\$ 184.00
SS-221-1	Unit Weigh of Aggregate	Each	1	\$ 46.00	\$ 46.00
SS-221-2	Soundness of Aggregate	Each	1	\$ 575.00	\$ 575.00
SS-221-3	Flat/Elongated Pieces Crushed Aggregate Portion	Each	1	\$ 103.50	\$ 103.50
SS-221-4	Resistance to Abrasion	Each	1	\$ 258.75	\$ 258.75
SS-221-5	Liquid and Plastic Limit and Plasticity Index	Each	1	\$ 46.00	\$ 46.00
SS-221-6	Sand Equivalent Value	Each	1	\$ 138.00	\$ 138.00
SS-221-7	Sampling Course and Fine Aggregate	Each	4	\$ 28.75	\$ 115.00
SS-221-8	Aggregate Gradation	Each	12	\$ 138.00	\$ 1,656.00
SS-221-9	In-Place Density	Each	16	\$ 32.00	\$ 512.00
SS-221-10	Thickness	Each	6	\$ 15.00	\$ 90.00
XXXXX	Technician	Hour	110	\$ 30.00	\$ 3,300.00
XXXXX	Mobilization	Trip	15	\$ 130.00	\$ 1,950.00



XXXXX	Per Diem Charge	Each	3	\$	<u>95.00</u>	\$	<u>285.00</u>
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<b>TOTAL AMOUNT</b>						\$	<u>12,393.25</u>
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NOTES:

1. For SS-220, the standard lot shall be 3,000 tons, where each lot is divided into four equal sublots, with a test for each subplot. The Engineer may establish partial lots at any time.
2. For SS-220 Stability, Flow, and Air Voids, testing shall consist of 3 test portions prepared from the same sample increment. One Set of specimens shall be prepared for each subplot, which shall include all sampling and testing.
3. For SS-220 Field Densities, cores will be cut by the Contractor and supplied to the Engineer for testing.
4. The Contractor shall furnish all tools, labor, and materials for cutting samples and filling the cored hole. The Testing Firm is responsible for measuring/testing the cores.
5. Payment for SS-221 In-Place Densities will be made for each test performed.
6. The Owner will pay the Testing Firm the above mobilization fee for each time the technician is mobilized to the site to obtain a sample or to perform a test on site. This fee will not apply when the technician has remained in town the previous night as in the case of early morning testing requirements.
7. The Owner will pay the Testing Firm the above per diem charge for each time the technician remains mobilized to the job site overnight to cover the cost of overnight accommodations.

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original on the day and year first above written.

**CITY OF CONWAY, ARKANSAS**

ATTEST:

By \_\_\_\_\_  
(Party of the First Part)

\_\_\_\_\_

Title \_\_\_\_\_

**THOMAS & ASSOCIATES, INC.**

ATTEST:

By \_\_\_\_\_  
(Party of the Second Part)

\_\_\_\_\_

Title \_\_\_\_\_

SEAL (If a Corporation)



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



# Memo:

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

**CC:** Michael O. Garrett, City Clerk/Treasurer

**From:** Felicia T. Rogers

**Date:** 10/6/2010

**Re:** Health Facilities Board

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On September 24<sup>th</sup>, 2010 Mr. Phillip Shell notified our offices that he would have to resign from the Health Facilities Board due to his move outside of the City limits.

Therefore, we are requesting approval of Mr. Michael O. Garrett to finish out his term which expires October, 2011.

Please advise if you have any questions



**City of Conway, Arkansas**  
**Resolution No. R-10-\_\_\_\_\_**

**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 3035 Franklin 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 \$181.06 (plus a ten percent collection penalty, 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 **October 12<sup>th</sup>, 2010** 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 12<sup>th</sup> day of October, 2010.

**Approved:**

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

**Attest:**

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

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



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

## MEMO:

To: Mayor Tab Townsell  
CC: City Council Members

From: Barbara McElroy  
Date: September 27<sup>th</sup>, 2010

Re: 3035 Franklin Drive

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- July 28<sup>th</sup>, 2010 – Warning Violation written by Grant Tomlin regarding grass and trash can.
- Property Owners were listed as Jeffrey & Karin Smith
- Mailed Certified and regular letter to 3035 Franklin Circle on July 29<sup>th</sup>, 2010.
- Both letters came back with a forwarding address.
- Mailed Certified and regular letter to 2733 Meadowcrest Drive New Burgh, IN 47630 on August 4<sup>th</sup>, 2010.
- Property owners contacted Code Enforcement Department stating that Bank of America foreclosed on the property.
- Bank of America was contacted on August 8<sup>th</sup>, 2010 and was turned over to the Property Preservation Department asking them to mow property.
- Property was rechecked on August 13<sup>th</sup>, 2010 by Grant Tomlin no progress had been made on the property.
- Property cleanup was sent over to Physical Plant for clean up on August 13<sup>th</sup>, 2010
- Final Cleanup finished on August 26<sup>th</sup>, 2010.
- Invoice for clean up and copy of final bill was faxed to property owner; included amount due, date and time of the City Council meeting.
- Invoice attach

If you have any questions please advise.

# INVOICE

## City of Conway Code Enforcement

DATE: AUGUST 26, 2010

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

TO Bank of America  
Att: Property Preservation Dept.  
Fax# 1-805-520-5019

Description: Mowing/Clean up/Admin Fees  
associated with the nuisance abatement at  
3035 Franklin Drive

LOAN # 175342027

CODE ENFORCEMENT OFFICER	JOB	PAYMENT TERMS	DUE DATE
Grant Tomlin	3035 Franklin Drive	Due upon receipt	September 26th, 2010

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
2	Mowing	12.83	25.66
2	Mowing	9.73	19.46
2	Maintenance Fee (Mower)	15.00	30.00
1	Bolt & Bearings for Idler Arm on mower deck	16.28	16.28
2	Certified Letter	6.75	6.75
2	Regular Letter	.44	.44
1	Administrative Fee (Barbara McElroy)	24.15	24.15
2	Administrative fee (Grant Tomlin)	19.21	36.60
1	Administrative Fee (Glenn Berry)	21.72	21.72
SUBTOTAL			\$181.06
SALES TAX			
TOTAL			\$181.06

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

Payments are due 30 days from date of this letter

City of Conway  
Planning & Development  
1201 Oak Street  
Conway, AR 72032  
Phone 501-450-6191  
Fax 501-450-6144

## Fax

To:	Bank of America Property Preservation Dept.	From:	Barbara McElroy
Fax:	1-805-520-5019	Date:	8/26/2010
Phone:		Pages:	3
Re:	Invoice for city mowing on 3035 Franklin Drive Conway AR	CC:	

Comments: **Please see attached invoice for cost incurred to bring property up to code.**

**Barbara McElroy**

### Confidentiality Note:

The Information transmitted in this facsimile message is intended only for the use of the individual to which it is addressed and may contain information that is privileged, confidential, or exempt from disclosure under applicable law. If you have received this facsimile in error, please notify us by telephone and return the original message to us at the above via the mail service. Thank you.

City of Conway - Physical Plant  
 1201 Oak St.  
 Conway, AR 72032

Invoice No. 146

**INVOICE**

<b>Customer</b>		<b>Misc</b>	
Name		Date	8/26/2010
Address	3035 Franklin	Order No.	
City	Conway	Rep	
Phone	State AR ZIP 72032	FOB	

Qty	Description	Unit Price	TOTAL
2	1 employee for 2 hr @ 12.83	\$ 12.83	\$ 25.66
2	1 employee for 2 hr @ 9.73	\$ 9.73	\$ 19.46
2	Maintenance Fee (mower)	\$ 15.00	\$ 30.00
1	Ag-Pro Invoice #A23321	\$ 16.28	\$ 16.28
1	Admin Fee	\$ 21.72	\$ 21.72

SubTotal \$ 113.12

Shipping

**Payment**

Comments \_\_\_\_\_

Name \_\_\_\_\_

CC # \_\_\_\_\_

Expires \_\_\_\_\_

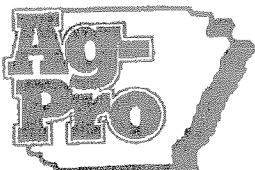
Tax Rate(s)

**TOTAL \$ 113.12**

Office Use Only

Insert Fine Print Here





AG-PRO COMPANIES



JOHN DEERE

Ship to: SAME AS BELOW

Invoice to: CITY OF CONWAY  
1201 OAK STREET  
CONWAY, AR 72032

Branch CONWAY		CNYYYY	
Date 08/25/10	Time 09:18:54 (O)	Page 01	
Account No. 07015845	Phone No. 501 4506124	Invoice No. A23321	
Ship Via		Purchase Order	
Sales Tax No.		Federal Exemption No.	
Farm Plan No.		Salesperson WV	

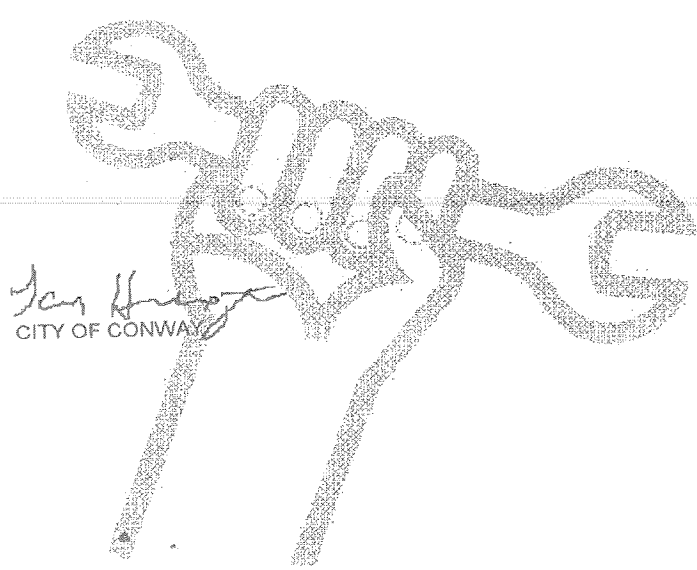
**PARTS INVOICE**

ORDER#: 021941

Ag-Pro of Conway, Arkansas\*\*\*WE ARE STRONG ON SERVICE\*\*\*\*\*  
 Thank you for allowing us to be of service to you and your equipment  
 Office 501-327-7775 or Toll Free 866-753-4103  
 Mon-Fri 7:30-5:00 Sat. 7:30-1:00

Part#	DESCRIPTION	Bin	ORD	ISS	SHP	B/O	UTT	Price	Amount
19M8977	SCREW	C04498	1	1	1		*	2.97	2.97
AT23189	{JD9399	C04498	2	2	2		*	4.95	9.90
24M7106	WASHER	C04498	1	1	1		*	.35	.35
24H1311	WASHER	C04499	1	1	1		*	.94	.94
14M7400	LOCK NUT	BB03A	1	1	1		*	.88	.88

SUB TOTAL==> 15.04  
 6.00%STATE SALES TX .90  
 FAULKNER COUNTY .08  
 CONWAY CITY TAX .26  
 In House Charge 16.28



Strong  
ON  
Service

*Jan H...  
CITY OF CONWAY*

1554 Hwy. 79 South Stuttgart, AR 72160 (870) 673-4411 1-800-880-5678	2100 U.S. Hwy. 165W England, AR 72046 (501) 842-2524 1-800-264-2524	2232 Hwy. 165 South DeWitt, AR 72042 (870) 946-3564 1-800-467-8764	2404 N. University Dr. P.O. Box 6268 Pine Bluff, AR 71611 (870) 534-2280	Hwy. 65 South P.O. Box 507 Grady, AR 71644 (870) 479-3307	10504 Maumelle Blvd. North Little Rock, AR 72113 (501) 753-4100 1-866-753-4103
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\* \* \* Transmission Result Report (MemoryTX) ( Aug.26. 2010 8:32AM ) \* \* \*

1) CITY OF CONWAY PLANNING-PERMITS  
2)

Date/Time: Aug.26. 2010 8:31AM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
6980	Memory TX User Code *****	918055205019	P. 3	OK	

Reason for error

E.1) Hang up or line fail  
E.3) No answer

E.2) Busy  
E.4) No facsimile connection

City of Conway  
Planning & Development  
1201 Oak Street  
Conway, AR 72032  
Phone 501-450-6191  
Fax 501-450-6144

**Fax**

To:	Bank of America Property Preservation Dept.	From:	Barbara McElroy
Fax:	1-805-520-5019	Date:	8/26/2010
Phone:		Pages:	3
Re:	Invoice for city mowing on 3035 Franklin Drive Conway AR	CC:	

Comments: Please see attached invoice for cost incurred to bring property up to code.

Barbara McElroy

Confidentiality Note:

The information transmitted in this facsimile message is intended only for the use of the individual to which it is addressed and may contain information that is privileged, confidential, or exempt from disclosure under applicable law. If you have received this facsimile in error, please notify us by telephone and return the original message to us at the above via the mail service. Thank you.



**City of Conway, Arkansas**  
**Resolution No. R-10 - \_\_\_\_\_**

**A RESOLUTION BY THE CITY COUNCIL IN SUPPORT OF A BROWNFIELDS LAND RECYCLING PROGRAM AND ENVIRONMENTAL PROTECTION AGENCY BROWNFIELDS COMMUNITY-WIDE ASSESSMENT GRANT APPLICATION FOR THE PURPOSE OF PROMOTING COMMUNITY AND ECONOMIC REDEVELOPMENT EFFORTS THROUGHOUT THE CITY.**

**Whereas**, the City of Conway has within its boundaries abandoned, idle, or underused industrial and commercial areas where expansion or redevelopment is complicated by real or perceived environmental contamination; and

**Whereas**, the City of Conway is committed to being good stewards of our urban and natural environments and desires to execute a direct role in assessing and remediating contaminated or blighted areas; and

**Whereas**, the City of Conway is committed to being a partner in fostering expanded job opportunities, workforce development training, entrepreneurship, and a strong tax base; and

**Whereas**, an application for reimbursable Environmental Protection Agency 2010 Brownfields Community-Wide Assessment Grant is being sought to afford the City of Conway programmatic funds for a 2011-2014 Conway Brownfields Land Recycling Program; and

**Whereas**, the City Council wishes to add its support in the establishment of a Conway Brownfields Advisory Board, the Conway Brownfields Land Recycling Program, and the application of the 2010 Assessment Grant; and

**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 express its support for the Brownfields Community-Wide Assessment Grant application, the Brownfields Land Recycling Program, and the Conway Brownfields Advisory Board in order to promote and foster the responsible redevelopment of certain parcels of property within the City. The Director of Planning and Development and/or the Mayor will be the City representative with the authority to sign agreements and contracts regarding the project.

**PASSED this 12<sup>th</sup> day of October, 2010**

**Approved:**

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

**Attest:**

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



**City of Conway, Arkansas**  
**Ordinance No. O-10-\_\_\_\_\_**

**AN ORDINANCE ACCEPTING ADDITIONAL FEDERAL FUNDING AND APPROPRIATING  
 ADDITIONAL GRANT REVENUE TO THE CONWAY COMMUNITY DEVELOPMENT BLOCK GRANT  
 PROGRAM, AND FOR OTHER PURPOSES:**

**WHEREAS**, the Department of Housing and Urban Development (“HUD”) has awarded additional grant funds to the Community Development Block Grant (“CDBG”) in the amount of \$59,943 for FY 2010 funding;

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

**SECTION 1.** The City of Conway shall accept grant proceeds from HUD in the amount of \$59,943 for CDBG activities.

**SECTION 2.** The City of Conway shall appropriate \$59,943 to the following projects:

\$11,988	25.125 (various lines)	Administration
\$1,798	25.131.899	Bethlehem House
\$1,798	25.164.899	Boys and Girls Club of Faulkner County
\$1,798	25.133.899	Faulkner County Council on Aging
\$1,798	25.134.899	FCCDD
\$1,798	25.137.899	Women’s Shelter of Central Arkansas
\$38,965	25.166.899	Pine Street Revitalization

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

**PASSED this 12<sup>th</sup> day of October, 2010.**

**Approved:**

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

**Attest:**

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



**City of Conway, Arkansas  
Ordinance No. O-10-\_\_**

**AN ORDINANCE ACCEPTING & APPROPRIATING GRANT FUNDS FOR THE CONWAY TREE BOARD TO PAY FOR EXPENSES ASSOCIATED WITH THE 2010 ARBOR DAY CELEBRATION; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES;**

**WHEREAS**, funding for the 2010 Arbor Day celebration was funded with a donation of \$4,000 by Conway Corporation; and

**WHEREAS**, the holiday of Arbor Day, recognized by official proclamation, is one of critical importance to the education of the general public to the beneficial role our urban forest plays within our community; and

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

**SECTION 1.** The City of Conway shall accept grant funds in the amount of \$4,000 and appropriate said funds from the Donations Account (01.909) to the (01.108.739) Tree Board Account.

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

**PASSED** this 12<sup>th</sup> day of October, 2010.

**APPROVED:**

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

**ATTEST:**

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



**City of Conway, Arkansas  
Ordinance No. O-10- \_\_\_\_\_**

**AN ORDINANCE ACCEPTING GRANT PROCEEDS FROM ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY FOR GIS (GEOGRAPHIC INFORMATION SYSTEM) WORK IN UPDATING FAYETTEVILLE SHALE NHD HUC'S AND APPROPRIATING FUNDS FOR GIS PURPOSES WITHIN THE PLANNING AND DEVELOPMENT DEPARTMENT, AND FOR OTHER PURPOSES:**

**WHEREAS**, the Arkansas Department of Environmental Quality (ADEQ) has awarded grant funds to the City of Conway for work performed by the Conway GIS Coordinator updating Fayetteville Shale Play and other maps for the US Geological Survey. These grant funds will provide funding for updates to the Conway GIS including new aerial photography, updated GIS computer equipment, GPS units to aid code enforcement and planning functions, GIS software maintenance, and Conway GIS staff conference training. No city match is required as part of this grant; and

**WHEREAS**, ADEQ has provided a grant in the amount of \$23,535.97 for the cost of work performed by the Conway GIS Coordinator for NHD hydrologic unit code map updates;

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

**SECTION 1.** The City of Conway shall accept grant proceeds from ADEQ in the amount of \$23,535.97 and appropriate said funds from (01.935, Revenue Account); into the following accounts:

\$500	01.108.253
\$1650	01.108.251
\$1650	01.108.291
\$2235.97	01.108.270
\$7500	01.108.753
\$10,000	01.108.941

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

**PASSED** this 12<sup>th</sup> day of October, 2010.

**Approved:**

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

**Attest:**

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



**City of Conway, Arkansas**  
**Ordinance No. O-10-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE BUILDING PERMIT FEES FOR THE CONSTRUCTION AND ALTERATIONS OF BUILDINGS IN THE CITY OF CONWAY: AMENDING SECTION 11.16.06.A.1.01 OF THE CONWAY MUNICIPAL CODE: DECLARING AN EMERGENCY AND FOR OTHER PRUPOSES.**

**WHEREAS,** The City of Conway would like to update the building permit fees for the construction and alterations of buildings;

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

**SECTION 1.** Section 11.16.06.A.1.01 of the Conway Municipal Code be hereby amended to read as follows:

11.16.06.A.1.01 Building Permit fees.

11.16.06.A.1.01 Schedule of building permit fees. A fee for each building permit shall be paid in accordance with the following schedule:

<b>Schedule of Building Permit Fees for One and Two Family Dwellings</b>		
1.	New Building	\$0.10 per square foot of area under roof with a minimum of \$250.00.
2.	Addition	\$0.10 per square foot of area under roof with a minimum of \$35.00
3.	Remodeling	\$1.00 per \$1,000 of Construction Cost with a minimum of \$30.00.
4.	Accessory	\$0.10 per square foot of area under roof with a minimum of \$20.00
5.	Re-Inspections and Additional Inspections (*See note below)	\$25.00 per inspection
6.	Work commencing before permit issuance	Permit fee shall be doubled
7.	Building Code Appeals Board Application Fee	\$250.00
<b>8.</b>	<b><i>Temporary Certificate of Occupancy</i></b>	<b><i>\$250.00</i></b>
*Note – Re-inspections will not be rescheduled until each re-inspection fee for each trade that failed inspection has been paid.		

<b>Schedule of Building Permit Fees for Other than One and Two Family Dwellings</b>		
1.	New Building	\$0.10 per square foot of area under roof with a minimum of \$250.00.
2.	Addition	\$0.10 per square foot of area under roof with a minimum of \$45.00
3.	Remodeling	\$1.00 per \$1,000 of Construction Cost with a minimum of \$30.00.
4.	Accessory	\$0.10 per square foot of area under roof with a minimum of \$50.00
5.	Temporary Structures	\$0.10 per square foot of area under roof with a minimum of \$250.00.
6.	Re-Inspections and Additional Inspections (*See note below)	\$25.00 per inspection
7.	Work commencing before permit issuance	Permit fee shall be doubled
8.	Building Code Appeals Board Application Fee	\$250.00
9.	<b><i>Temporary Certificate of Occupancy</i></b>	<b><i>\$500.00</i></b>
*Note - Re-inspections will not be rescheduled until each re-inspection fee for each trade that failed inspection has been paid.		

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

**PASSED** this 12<sup>th</sup> day of October, 2010.

**Approved:**

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

**Attest:**

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



# CITY OF CONWAY, ARKANSAS

Department of Planning & Development  
1201 Oak Street Conway, Arkansas 72032

J. Lynn Hicks, CBO - Building Official / Assistant Director of  
Permits, Inspections & Code Enforcement  
Phone 501-450-6107 Fax 501-513-6144



## MEMO

TO: Mr. Bryan Patrick – Planning Department Director  
FROM: Lynn Hicks, Building Official  
DATE: September 29, 2010  
SUBJECT: Recommendation and Justification to  
Amend the Building Permit Fee Schedule to  
Include a Permit Fee for a Temporary  
Certificate of Occupancy

I would like to recommend a change to the Building Permit Fee Schedule to include a Permit Fee for issuance of a Temporary Certificate of Occupancy.

The proposed change to the Fee Schedule reads as follows with the new fees noted in *bold italic* font:

<b>Schedule of Building Permit Fees for One and Two Family Dwellings</b>		
1.	New Building	\$0.10 per square foot of area under roof with a minimum of \$250.00.
2.	Addition	\$0.10 per square foot of area under roof with a minimum of \$35.00
3.	Remodeling	\$1.00 per \$1,000 of Construction Cost with a minimum of \$30.00.
4.	Accessory	\$0.10 per square foot of area under roof with a minimum of \$20.00
5.	Re-Inspections and Additional Inspections (*See note below)	\$25.00 per inspection
6.	Work commencing before permit issuance	Permit fee shall be doubled
7.	Building Code Appeals Board Application Fee	\$250.00
<b>8.</b>	<b><i>Temporary Certificate of Occupancy</i></b>	<b><i>\$250.00</i></b>
*Note – Re-inspections will not be rescheduled until each re-inspection fee for each trade that failed inspection has been paid.		

**Schedule of Building Permit Fees for Other than One and Two Family Dwellings**

1.	New Building	\$0.10 per square foot of area under roof with a minimum of \$250.00.
2.	Addition	\$0.10 per square foot of area under roof with a minimum of \$45.00
3.	Remodeling	\$1.00 per \$1,000 of Construction Cost with a minimum of \$30.00.
4.	Accessory	\$0.10 per square foot of area under roof with a minimum of \$50.00
5.	Temporary Structures	\$0.10 per square foot of area under roof with a minimum of \$250.00.
6.	Re-Inspections and Additional Inspections (*See note below)	\$25.00 per inspection
7.	Work commencing before permit issuance	Permit fee shall be doubled
8.	Building Code Appeals Board Application Fee	\$250.00
<b>9.</b>	<b><i>Temporary Certificate of Occupancy</i></b>	<b><i>\$500.00</i></b>
*Note - Re-inspections will not be rescheduled until each re-inspection fee for each trade that failed inspection has been paid.		

### **Temporary Certificate of Occupancy Fee Justification:**

It is not unusual for building projects to be close enough to “finished” to allow safe use and occupancy of the building even though every element of the project has not been completed.

Common issues which hold up the occupancy of a building include: completion of landscaping due to planting seasons; placement of sod; completion of driveways, walkways, and sidewalks due to inclement weather; completion of interior finishes such as carpet, wall coverings, or painting; completion of exterior lighting fixtures due to supplier delays; etc. These completion issues are minor in nature and not considered to be life safety related.

In the past, this situation has been addressed by requiring the owner/contractor to post a bond amount equivalent to the amount of work yet to be completed. In this scenario, if the work is not done, the city has to become a project administrator by pulling the bond, writing project specifications, advertising the project for bid, choosing the best bid, awarding the contract and overseeing the project to completion. If the bond amount was underestimated, the city has to subsidize the cost of completion. This process is time consuming and cumbersome, and project administration is not within the normal job duties of Permits and Inspections personnel.

In an effort to establish a reasonable and effective alternative process to allow legal occupancy when a substantial completion of the project has occurred and when it can be determined that all life safety issues have been properly addressed, we have established a process for the issuance of a Temporary Certificate of Occupancy (TCO) valid for a 30 day period.

Currently a TCO is issued upon review and verification of completion of life safety issues and the payment of a \$25.00 fee for the additional inspection required to return and confirm completion of the project.

We would like to establish a fee for the issuance of a TCO in the amounts of \$250.00 for One and Two Family Dwellings and \$500.00 for Commercial Construction.

The purpose of the increased fee is to:

- 1) encourage the completion of the project without the need for a TCO, or,
- 2) if a TCO is deemed necessary, the increased fee is substantial enough to encourage the completion within the 30 day time frame to eliminate the payment of an additional 30 day TCO.

With the volume of work handled by the inspection staff, the additional process necessary to monitor and follow-up on pending TCO items needs to be as minimal as possible.

Without a substantial fee, the TCO process can become a monthly time consuming monitoring process and is open to abuse by becoming the norm. The cost to the owner/contractor should be high enough to encourage completion of the project without needing a TCO and when needed, costly enough to encourage completion within 30 days.

Attached find a proposed ordinance drafted for the purpose of amending the Permit Fee Schedule in the manner noted above.

If you are supportive of the proposal I would like to forward this request for inclusion on the next City Council agenda.

If you have any questions or need further information, please advise.

Thanks for your help in the matter.



**City of Conway, Arkansas  
Ordinance No. O-10-\_\_**

**AN ORDINANCE REVISING THE CONWAY ZONING ORDINANCE O-94-54 TO ALLOW CHURCHES AND RELIGIOUS ACTIVITIES IN AN I-1, RU-1, AND I-3 ZONING DISTRICTS BY CONDITIONAL USE PERMIT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:**

**WHEREAS**, The City of Conway would like to amend the Conway Zoning Ordinance to allow churches and/or religious activities in industrial and restricted use zoning districts by conditional use; and

**WHEREAS**, Church and/or religious activities can be examined by the Planning Commission and City Council for their appropriateness on a case by case basis and appropriate conditions applied if necessary to allow conducive land use;

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

**SECTION 1.** Addendum A to the Conway Zoning Ordinance, O-94-54, adopted September, 1994, be amended as follows:

Allowed Uses	R1	R2A	R2	SR	MF1	MF2	MF3	RMH	HR	C1	C2	C3	C4	O1	O2	O3	I1	RU1	I3	A1	S1	S2
Church, synagogue, or temple, including Sunday school facilities	C	C	C	C	C	C	C	C	C	X	C	X	X	X	C	C	C	C	C	C	X	X
Convent, monastery, or novitiate	C	C	C	C	C	C	C	C	C	X	C	X	X	X	C	C	C	C	C	C	X	X
Parish house, parsonage or rectory	C	C	C	C	C	C	C	C	C	C	C	X	X	X	C	C	C	C	C	C	X	X
Religious Activity	C	C	C	C	C	C	C	C	C	X	C	X	X	X	C	C	C	C	C	C	X	X
Religious Retreat Facility	C	C	C	C	C	C	C	C	C	X	C	X	X	X	C	C	C	C	C	C	X	X

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

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

**PASSED** this 12<sup>th</sup> day of October, 2010.

**APPROVED:**

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

**ATTEST:**

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



CITY OF CONWAY  
 Planning and Development

1201 Oak Street  
 Conway, AR 72032

T 501.450.6105  
 F 501.450.6144

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

**MEMO**

October 6, 2010

Conway Mayor and City Council

The Zoning Ordinance currently prohibits church, synagogue, temple, and associated religious activities in the industrial and restricted use zoning districts. The Planning and Development Department has received a request to start a church in a former warehouse in the I-3 district.

As our industrial areas continue to change nature due to the downturn in heavy industrial use, this request seems appropriate. By reviewing each request on a case by case basis as a conditional use permit, the Planning and Development feels that this Zoning Ordinance amendment is appropriate.

Below is the current matrix of allowed land uses. See the amending ordinance for the proposed revisions.

Bryan C. Patrick

Director of Planning and Development

Current Allowed Land Uses

Allowed Uses	R1	R2A	R2	SR	MF1	MF2	MF3	RMH	HR	C1	C2	C3	C4	O1	O2	O3	I1	RU1	I3	A1	S1	S2
Church, synagogue, or temple, including Sunday school facilities	C	C	C	C	C	C	C	C	C	X	C	X	X	X	C	C				C	X	X
Convent, monastery, or novitiate	C	C	C	C	C	C	C	C	C	X	C	X	X	X	C	C				C	X	X
Parish house, parsonage or rectory	C	C	C	C	C	C	C	C	C	C	C	X	X	X	C	C				C	X	X
Religious Activity	C	C	C	C	C	C	C	C	C	X	C	X	X	X	C	C				C	X	X
Religious Retreat Facility	C	C	C	C	C	C	C	C	C	X	C	X	X	X	C	C				C	X	X



**City of Conway, Arkansas  
Ordinance No. O-10-\_\_**

**AN ORDINANCE REVISING THE ASSESSED IMPACT FEE FOR MEDICAL OFFICE; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:**

**WHEREAS**, The City of Conway would like to revise the impact fee for medical office due to re-evaluation of data as found in the International Traffic Engineers, Traffic Generation, 6th Edition; and

**WHEREAS**, Due to wide range of uses as allowed under the description of general office and the larger number of traffic studies as provided in Traffic Generation, 6th Edition, and the allowed office uses as defined in the Conway Zoning Ordinance, all office types, including medical, shall use land use impact fee category Office, General. The Office, Medical land use type as shown in the Conway Impact Fee Schedule shall be deleted;

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

**SECTION 1.** The impact Fee Schedule in Section 12 of the Conway Subdivision Ordinance, Ordinance O-00-03, adopted January 25, 2000, shall be amended as follows:

Land Use Type	Unit	Roads	Parks	Total
<del>Office, Medical</del>	<del>1000 sq. ft.</del>	<del>\$3,839</del>	<del>na</del>	<del>\$3,839</del>

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

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

**PASSED** this 12<sup>th</sup> day of October, 2010.

**APPROVED:**

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

**ATTEST:**

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



CITY OF CONWAY  
Planning and Development

1201 Oak Street  
Conway, AR 72032

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

## MEMO

October 5, 2010

Conway Mayor and City Council

The current road impact fee for a medical office is \$3,839 per 1000 square feet of area under roof. The Planning and Development Department has researched this fee to determine its equitability.

The Conway road impact fee schedule is based on average daily land use traffic generation figures from ITE, Trip Generation, 6th Edition 1998. This text is the general reference manual used by planners and engineers in the U.S. to guide decisions concerning development and auto traffic generation along with the valuation of impact fees.

This text describes a general office building as follows (excuse the bad grammar, I guess an engineer wrote it) "A general office building houses multiple tenants; it is a location where affairs of businesses, commercial or industrial organizations, or professional persons or firms are conducted. An office building or buildings may contain a mixture of tenants including professional services; insurance, companies, investment brokers, and tenant services such as a bank, a restaurant or cafeteria, and retail service facilities." 78 Studies were conducted for general office resulting in a traffic generation number of 11.01 vehicle trips per 1000 square feet. Other typical office uses such as single-tenant office, corporate headquarters, office park, and business park all generate similar numbers. In Conway, a restaurant, or bank included in an office complex would be required to pay the appropriate impact fee for those uses, however an intense traffic generating office use such as a call center would not be required to pay any fee higher than general office.

For comparison cities, we have to look outside Arkansas as no Arkansas cities other than Conway currently charge road impact fees. Several regional cities similar in size and relation to a major metropolitan area include; Moore, OK, St. Tammany Parish, LA, Franklin, TN, Brentwood, TN, Nolensville, TN, and Allen, TX. These cities do not have a medical office road impact fee but instead rely on one category, general office.

Based on the allowed office uses in Conway and the manner and number of studies conducted for general office versus medical office, I recommend that the City of Conway delete the medical office impact fee category and use the current general office category for all office impact fee calculations. This would reduce the medical impact fee from \$3.839 / square foot to \$1.28 / square foot.

Bryan C. Patrick

Director of Planning and Development



**City of Conway, Arkansas**  
**Ordinance No. O-10- \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 2945 PRINCE STREET FROM O-3 TO C-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 **O-3** symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

Tract B, Joseph B. Webb Subdivision, City of Conway, Faulkner County, Arkansas, as filed for record in Plat Book K, Page 5.

**Boundary Description (Tract B)**

Part of the NE¼ NE¼ Section 10, T-5-N, R-14-W, Faulkner County, Arkansas, more particularly described as: Commencing at the NE Corner of the NE¼ NE¼ Section 10, T-5-N, R-14-W, Faulkner County, Arkansas; thence N88°20'36"W 494.18'; thence S2°07'53"W 50.00' to the Point of Beginning; thence S2°07'53"W 1263.72' to a found ½" iron pin; thence N88°24'03"W 165.47' to a found 1" pipe; thence N2°09'50"E 1023.9' to a set ½" rebar with surveyor's id cap (rls #1430); thence S88°20'36"E 105.00' to a set ½" rebar with surveyor's id cap (rls #1430); thence N02°09'50"E 240.00' to the south right of way line of Prince Street; thence S88°20'36"E along said right of way line 59.75' to the point of beginning. Containing 4.21 acres, more or less. Subject to a right of way for Prince Street along the North line. Subject to any easements that are of record or physically in place.

to those of **C-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 27<sup>th</sup> day of September, 2010.

**Approved:**

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

**Attest:**

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





# CONWAY PLANNING COMMISSION

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

September 21, 2010

Council Members  
Conway, AR 72032

Dear Council Members:

A request for a rezoning from O-3 to C-2 for property that is located at 2945 Prince Street (855 Salem Road) with the legal description

Tract B, Joseph B. Webb Subdivision, City of Conway, Faulkner County, Arkansas, as filed for record in Plat Book K, Page 5.

#### Boundary Description (Tract B)

Part of the NE $\frac{1}{4}$  NE $\frac{1}{4}$  Section 10, T-5-N, R-14-W, Faulkner County, Arkansas, more particularly described as: Commencing at the NE Corner of the NE $\frac{1}{4}$  NE $\frac{1}{4}$  Section 10, T-5-N, R-14-W, Faulkner County, Arkansas; thence N88°20'36"W 494.18'; thence S2°07'53"W 50.00' to the Point of Beginning; thence S2°07'53"W 1263.72' to a found  $\frac{1}{2}$ " iron pin; thence N88°24'03"W 165.47' to a found 1" pipe; thence N2°09'50"E 1023.9' to a set  $\frac{1}{2}$ " rebar with surveyor's id cap (rls #1430); thence S88°20'36"E 105.00' to a set  $\frac{1}{2}$ " rebar with surveyor's id cap (rls #1430); thence N02°09'50"E 240.00' to the south right of way line of Prince Street; thence S88°20'36"E along said right of way line 59.75' to the point of beginning. Containing 4.21 acres, more or less. Subject to a right of way for Prince Street along the North line. Subject to any easements that are of record or physically in place.

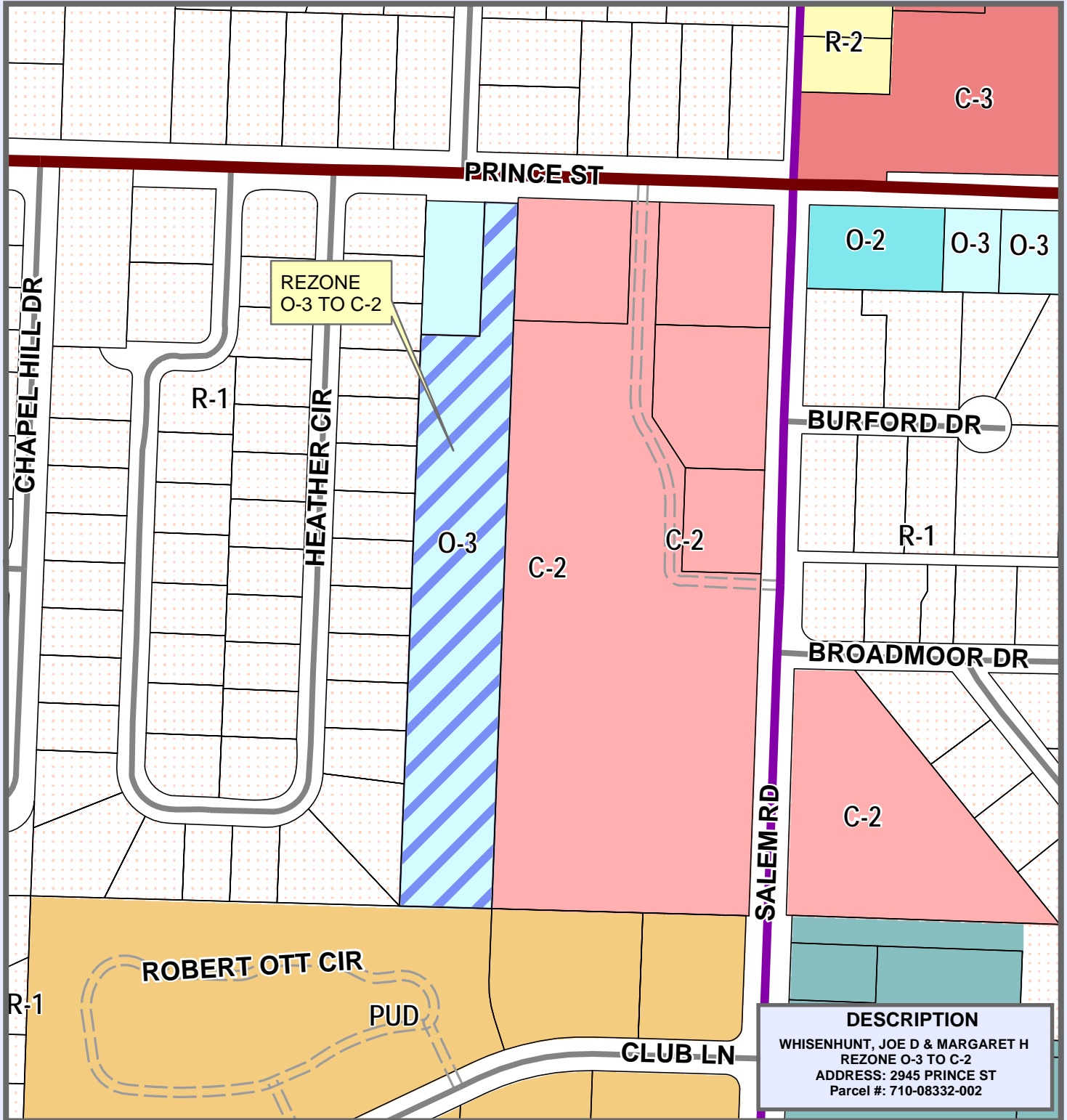
was reviewed by the Planning Commission at their regular meeting on September 20, 2010. The final Planning Commission vote was 6 – 2 to deny this request. Planning Commissioners Craig Cloud and Chris Steplock were the two minority votes. This 6 – 2 vote followed an initial motion to deny the rezoning request that failed 5 – 3. When Commissioner John Hairston changed his vote on the second motion to deny the request, the motion that the request be denied passed 6 – 2.

Sincerely,

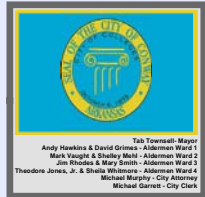
Sandra Mabry, Chair  
Planning Commission

# CITY OF CONWAY

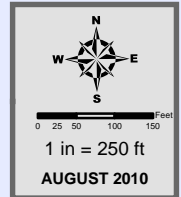
## KROGER LTD PARTNERSHIP REZONE O-3 TO C-2



**DESCRIPTION**  
**WHISENHUNT, JOE D & MARGARET H**  
**REZONE O-3 TO C-2**  
**ADDRESS: 2945 PRINCE ST**  
**Parcel #: 710-08332-002**



INTERSTATE	LOT LINE	<b>Residential</b>	<b>Industrial</b>
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		<b>Commercial</b>	<b>Office</b>
RAILROADS		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	
			<b>Special</b>
			SP
			S-1
			A-1
			PUD



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