



City of Conway Council Agenda

<u>Council Meeting Date:</u>	February 28th, 2017
<u>5:30pm - Committee Meeting:</u>	Presentation by AssetMax
<u>6:30pm:</u>	Council Meeting
<u>Call to Order:</u>	Mayor Bart Castleberry
<u>Roll Call:</u>	City Clerk/Treasurer Michael O. Garrett
<u>Minutes Approval:</u>	February 14, 2017
<i>Monthly Financial Report Ending January 31, 2017</i>	

Mayor Bart Castleberry
City Clerk Michael O. Garrett
City Attorney Chuck Clawson

City Council Members

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

1. Report of Standing Committees:

A. Public Hearing:

1. Public hearing to discuss the closing of a utility easement located on Lot 2, Acxiom commercial addition.
 - a. Ordinance to close the utility easement located on Lot 2, Acxiom commercial addition.
2. Public hearing to discuss the renaming of a portion of 8th Avenue to Central Landing Blvd.
 - a. Ordinance to rename a portion of 8th Avenue to Central Landing Blvd.

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

1. Consideration to approve the nomination of Tom Mikel to the Conway Housing Authority Board.
2. Consideration to reimburse Mayflower Water for cost associated with a waterline relocation due to the construction of Baker Wills Parkway.
3. Ordinance appropriating grant funds for the Spencer Street Brownfield Cleanup project.
4. Ordinance to rezone property located at Winterbrook Subdivision, Phase 2 in the 3300 Block of Tyler Street from A-1 to R-1.

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

1. Consideration to enter into a donation agreement with Southridge Village for an easement right of way with the trail system for the Parks & Recreation Department.

2. Consideration to approve the request for qualifications to design & plan a tennis facility to be located in Laurel Park for the Parks & Recreation Department.
3. Consideration to accept the interest rate for five year financing for the completion of the Conway Expo & Event Center.
4. Ordinance to provide short term financing for the construction improvements to the Conway Expo & Event Center.

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

1. Consideration to approve the bid for an identiFINDER for the Conway Fire Department Bomb Squad.
2. Consideration to retire a K-9 dog (Dax) and remove from inventory for the Conway Police Department.

Adjournment



City of Conway Pavement Management Program



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City of Conway

Pavement Management Program

Prepared by:



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February 21, 2017



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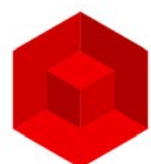
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- Appendix A** Overlay Project Recommendations
- Appendix B** Reconstruction Project Recommendations





1.0 Executive Summary

1.1 Background

As the City of Conway has grown, increasing traffic has put a strain on the City's pavement infrastructure. Funding for capacity and safety improvements have superseded maintenance funding in priority to meet the demand. The City of Conway maintains approximately 324 centerline miles of roadway pavement that include Arterials, Collectors, and Residential streets. State highways are not included in this analysis. This project is to assist the City in evaluating and maintaining its pavement infrastructure in the most cost-effective, long term way.

The purpose of this project is to accomplish the following objectives:

1. Objectively evaluate the current conditions of the City's streets.
2. Recommend projects that best utilize the City's upcoming budget.
3. Evaluate budget alternatives and needs for long term planning.

1.2 Current Conditions

ASTM D6433 served as the foundation of all data collection in this project. The US Army Corps of Engineers (USACE) standard uses objectively-measured pavement distress data to formulate a pavement condition index (PCI). A numerical value from 0-100, the PCI is based on categorizing pavement distresses into type and severity based on quantifiable and repeatable measurements. A newly constructed pavement has a PCI of 100.

The average PCI of all City pavement is 62. Based on ASTM D6433's rating scale, this is considered to be Fair condition. The condition by functional class and ward are shown in Figure 1 and Figure 2. Other than Ward 3 pavements being in better condition than other wards, only minor differentiation in condition exists across functional classes and wards. The Standard PCI Rating Scale in the ASTM considers the PCI ranges of 55-70 to be Fair condition.

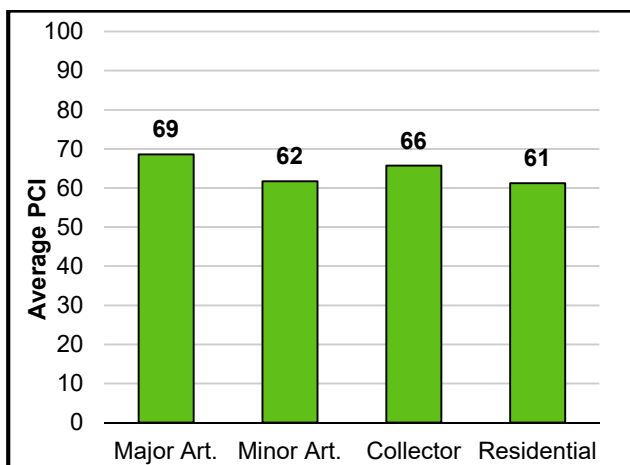


Figure 1: Average PCI by Functional Class

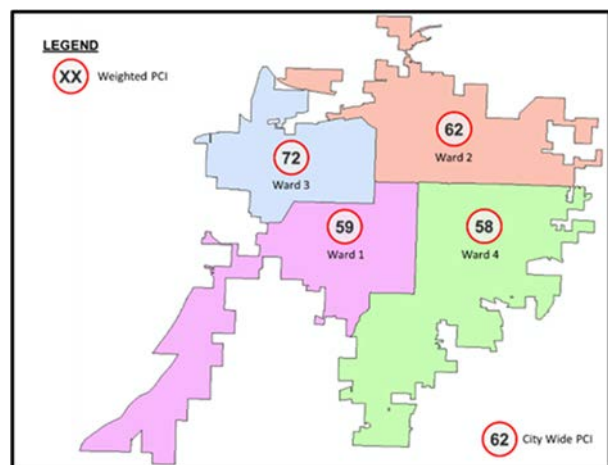
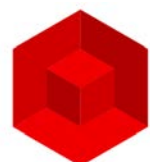


Figure 2: Average PCI by Ward





1.3 Project Recommendations

As demonstrated in Figure 3, the best use of City funds is maintaining pavements in reasonably good condition instead of rebuilding failed pavement. Therefore, the recommended projects are not the pavements in the worst condition. Utilizing the anticipated 2017 Street Paving & Reconstruction budget of approximately \$1 million, projects have been recommended to best utilize the City's funds.

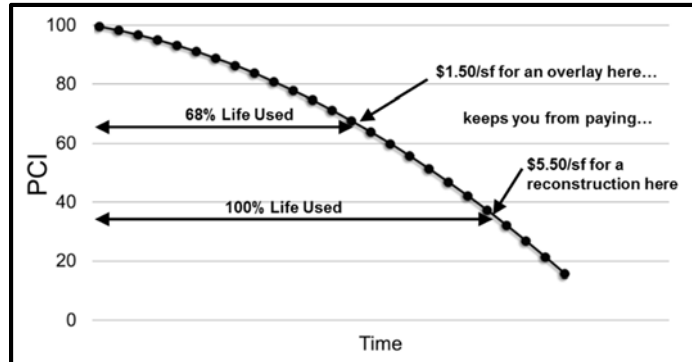


Figure 3: Pavement Maintenance Finances

Overlay and reconstruction project recommendations shown in Appendices A and B have been made using a two-step process. First, a software system was utilized to objectively determine a list of good projects. From this list, AssetMax worked with City staff to identify which of these projects provided the most impact to the City based on traffic flow and community impact. In this approach, the first step identifies good projects assuming all streets affect citizens the same. The second step incorporates local knowledge to filter through the identified projects. In Appendix A, the Overlay Project Recommendations are shown in both list and map form. Using a similar approach but beginning with streets in the worst condition, Appendix B shows the Reconstruction Project Recommendations in both list and map formats.

1.4 Budget Alternatives

To assist the City in analyzing their budgetary decisions and enable City leaders to understand the budgetary tradeoff associated with various funding decisions, a \$1 million, \$3 million, \$6 million, and \$9.5 million annual budget were evaluated based on their resulting effect on the average PCI. A summary of this information is shown in Figure 4. As shown in Figure 4, the \$6 million annual budget is the scenario required to maintain the City's current conditions.

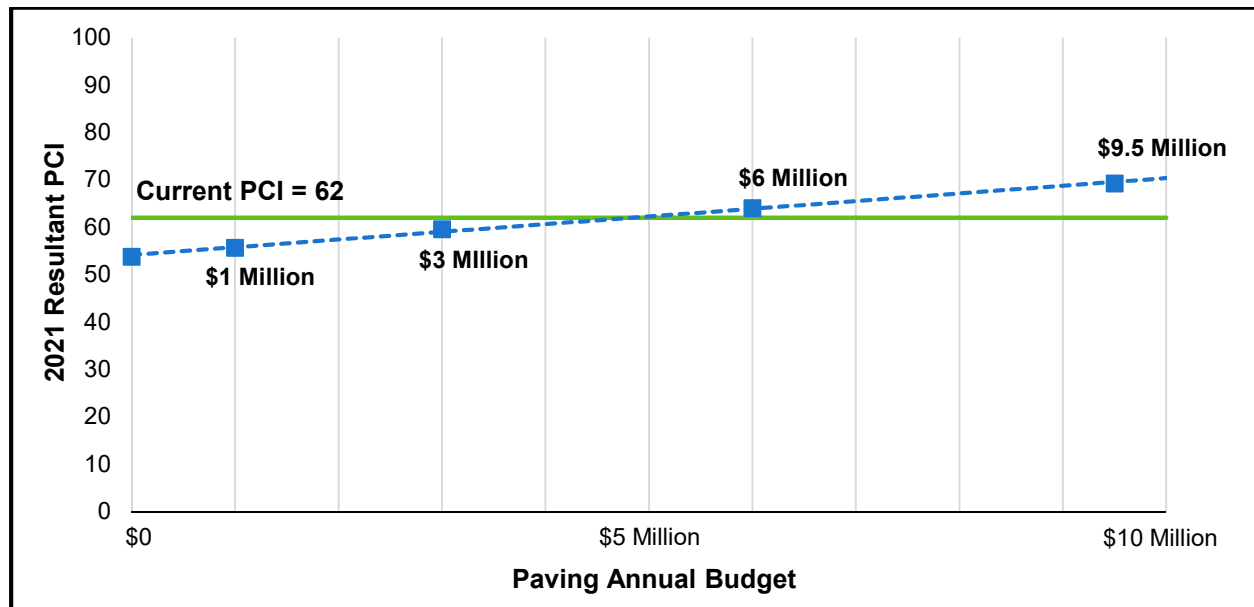


Figure 4: PCI vs. Budget Relationship





2.0 Pavement Management Process

2.1 Process Overview

The general flow of a pavement management program is as shown in Figure 5. Each step shown is dependent on the completion of the prior step. Once each step is completed, the data analysis discussed in Section 3.0, Section 4.0, and Section 5.0 can begin.



Figure 5: Process Overview

2.2 Database Setup

At the onset of implementing the pavement management program, the City's streets must be systematically mapped in order to create a database for analysis. Mapping and database setup was completed in accordance with ASTM D6433 "Standard Practice for Roads and Parking Lots Pavement Condition Surveys." The entire system of city street pavement was divided into networks based upon the geographic boundaries of the four city wards. These networks were further divided into sections based on use and pavement material.

While pavement distress data can be analyzed at any level in the system, the Section level is of critical importance since it is where maintenance decisions are made. After discussions with the City's Street and Engineering Department, it was determined that section boundaries should be primarily based on creating sections between major intersections. If a section was longer than 1 mile, it would be divided into sections under 1 mile in length. When multiple pavement types (asphalt, concrete, gravel, etc.) were within a section, the section was divided into multiple sections for each pavement type.

Each section was further divided into sample areas in accordance with the requirements of ASTM D6433. It was previously determined that data collection would take place for two lanes of four lane roads and one lane for two and three lane roads for separation into sample areas. Of these sample areas, pavement distress information was categorized for a statistically significant portion, as determined by the ASTM network level inspection. This strategy provides data that meets the statistical requirement established in the ASTM, providing data useful for network level decision making.



Figure 6: Inspection Area Layout within Sample Area





PAVER is a software program developed and maintained by the US Army Corp of Engineer, built to assist in pavement management programs utilizing ASTM D6433. As part of this project, a database for each network was developed as well as a combined database with all networks included in the project. These databases include each street section's pavement distresses, maintenance needs, and assigned prediction curves. Maintenance of this database with updated construction and condition information will provide the city a useful tool for ongoing maintenance budgeting.

2.3 Field Data Collection

With the database setup complete, the field data collection begins. In this process, the data collection vehicle navigates the city to collect the needed data for the analysis.

While driving down a city street, the data collection vehicle is able to collect detailed information about the pavement similar to the level of a person on-site.



Figure 7: Data Collection Vehicle in Operation

2.4 Data Compilation

The final step to prepare the data for analysis is to identify the distress types and severities within each inspection area, compile the data, and import it into PAVER.

While all distresses in ASTM D6433 were reviewed, the distresses most commonly found are described below.

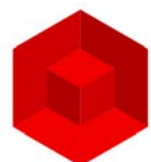
- **Longitudinal & Transverse (L&T) Cracking.** L&T cracks are cracks that are often parallel or perpendicular to the pavement's centerline or laydown direction. They may be caused by a poorly constructed paving lane joint, temperature shrinkage, or reflection of cracking beneath the surface course. These types of cracks are not usually load-associated.
- **Weathering.** Weathering is the wearing away of the asphalt binder and fine aggregate matrix. Surface wear is normally caused by oxidation, inadequate compaction, insufficient asphalt binder content, excessive natural sand, surface water erosion, and traffic.



Figure 8: L&T Cracking



Figure 9: Weathering





- **Raveling.** Raveling is a more severe stage of weathering and is the dislodging of coarse aggregate particles. Raveling may be caused by insufficient asphalt binder content, poor mixture quality, insufficient compaction, segregation, or stripping.
- **Alligator Cracking.** Alligator or fatigue cracking is a series of interconnecting cracks caused by failure of the asphalt concrete surface under repeated traffic loading. Cracking begins at the bottom of the asphalt surface where tensile stress and strain are highest under a wheel load. The cracks propagate to the surface initially as a series of parallel longitudinal cracks. After repeated traffic loading, the cracks connect, forming many sided, sharp-angled pieces that develop a pattern resembling chicken wire or the skin of an alligator. Alligator cracking occurs in areas subjected to repeated traffic loading, such as wheel paths.
- **Block Cracking.** Block cracks are interconnected cracks that divide the pavement into approximately rectangular pieces. The blocks may range in size from approximately one by one ft. to 10ft. by 10 ft. Block cracking is caused mainly by shrinkage of the asphalt concrete and daily temperature cycling. It is not load-associated. Block cracking usually indicates that the asphalt has hardened significantly.
- **Concrete Joint Spalling.** Joint spalling is the breakdown of the slab edges close to the joint. A joint spall usually does not extend vertically through the slab, but intersects the joint at an angle. Spalling results from excessive stresses at the joint caused by traffic loading, weak concrete at the joint caused by overworking, or water accumulation in the joint and freeze-thaw action.



Figure 10: Alligator Cracking



Figure 11: Block Cracking



Figure 12: Joint Spalling





3.0 Current Condition Analysis

3.1 Functional Class Level Conditions

The centerline mileage quantity for each functional class and PCI category are shown in Figure 13.

- Approximately 66% of the city's streets are considered Residential.
- Over 80% of the total centerline mileage is in Fair or better condition.
- Approximately 3% of the total centerline mileage is in Serious or Failed condition.

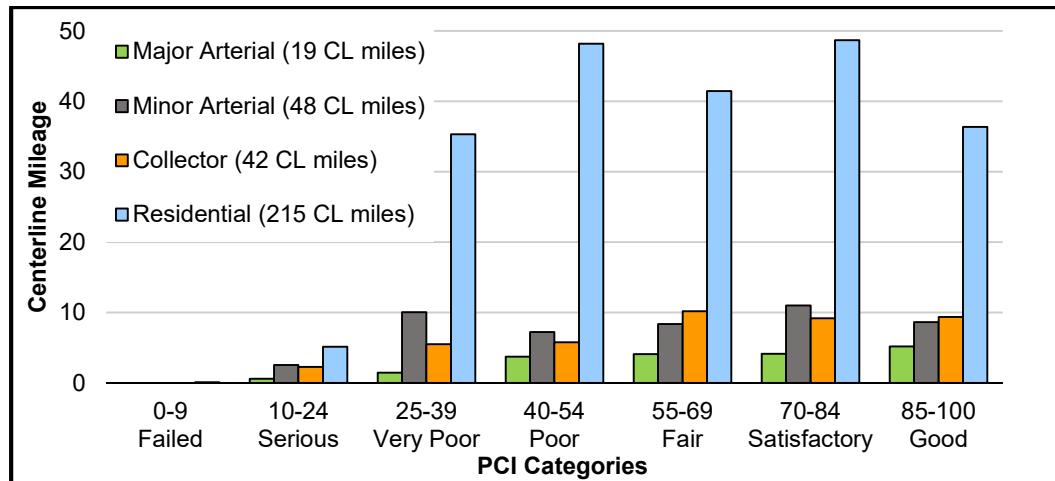


Figure 13: Current Condition by Functional Class

3.2 Current Conditions by Ward

The average PCIs for each functional class per ward are shown in Figure 14.

- With the exception of major arterials in Ward 4, similar PCI trends exist for Wards 1, 2, and 4.
- Ward 3 has a higher overall PCI. This is likely due to it being the more recently developed portion of the City.

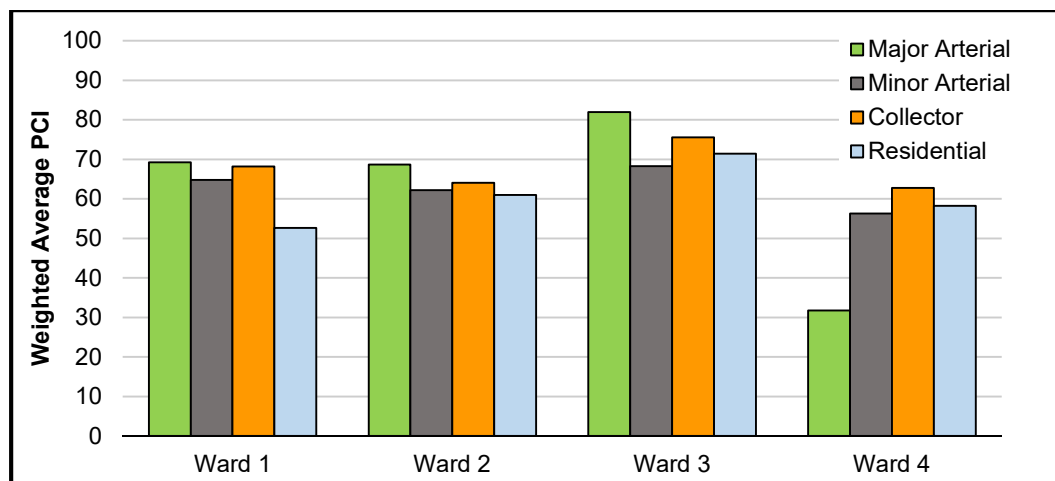


Figure 14: Current Conditions by Ward





As shown in Figure 15, the centerline mileage within each Ward varies significantly. For example, Ward 4 has almost 50% more centerline miles than Ward 3. In addition, the distribution of pavement conditions are not consistent across each Ward, demonstrating that the funding needs for each Ward are not the same.

Overall, approximately 11% of all pavements are at or below a PCI of 35 while 47% of all pavements are at or above a PCI of 65. Projects with a PCI above 65 are much more cost effective than projects with a PCI below 35.

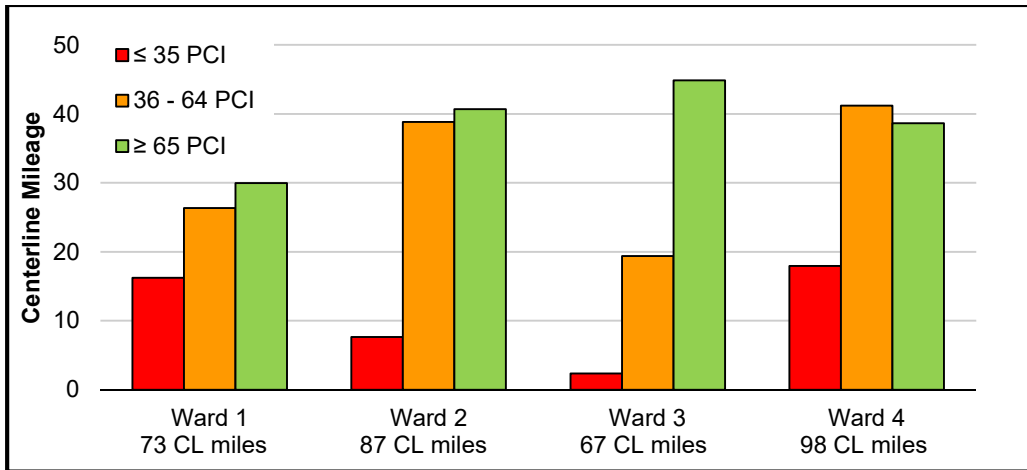
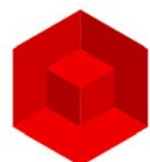


Figure 15: PCI Ranges by Centerline Miles per Ward





4.0 Maintenance and Rehabilitation (M&R) Analysis

4.1 Budget Scenarios

The budget scenarios used in this analysis were recommended by AssetMax based on the desired application provided by the City of Conway are shown in Table 1. For each Paving Annual Budget shown, analysis is performed with and without the implementation of the Preventive Annual Budget for comparison purposes. A separate Preventive Annual Budget was assumed to be 15% of the total budget for the Paving + Preventive Scenario. The same budget scenarios for Paving Annual Budgets were distributed across the City based on need.

Table 1: Budget Scenarios

Paving Only Scenario (Overlays and Reconstructions)	Paving + Preventive Scenario	
	Paving (Overlays & Reconstructions)	Preventive (Micro Surface)
\$1 Million	\$850 Thousand	\$150 Thousand
\$3 Million	\$2.55 Million	\$450 Thousand
\$6 Million	\$5.1 Million	\$900 Thousand
\$9.5 Million	\$8 Million	\$1.5 Million

4.2 General Assumptions

The following general assumptions have been made for the M&R Analysis:

- Asphalt Paving maintenance methods are exclusive to asphalt overlays and reconstructions.
- Concrete reconstructions will be performed once the section reaches the minimum allowable PCI of 30.
- M&R work costs are based on City Forces performing the work.
- Priorities were set based on functional class. Arterials are High priority, Collectors are Medium priority, and Residential are Low priority.
- Preventive maintenance consists of micro surfacing.
- The Critical PCI for developing project recommendations is 55.
- Asphalt pavements are recommended for overlays if the pavement is deemed structurally deficient by PAVER or if the PCI is below the Critical PCI.
- No budget allowance has been made for sections not inspected, such as state highways.
- For both the budgets and the construction costs, inflation was considered to be 0%.





4.3 Work History

While the goal of a pavement management program is to make the best maintenance decisions for the future, having accurate construction history information on the sites provides a solid foundation for the program. More accurate historical information will result in more accurate prediction models and other age-based analysis.

The City of Conway provided work history for the work performed in previous years. While this information was the best available, it was determined to be inconsistent and in an unusable format. Therefore, the work history was not included during the analysis.

4.4 Construction Costs

For budget planning to be as accurate as possible, the most relevant construction costs must be used. Figure 16 illustrates why it is cheaper to maintain good pavement than to reconstruct bad pavement, since structurally failed pavement should not be overlaid. The costs utilized were provided by the City of Conway based on previous projects performed by City Forces. Figure 16 is based on the following information.

- Overlay (No Patching) cost are \$1.33/SF.
- Reconstructions are \$5.50/SF.
- A linear interpolation was made between PCI values of 35 – 65, and 65 – 100. This assumes that proper patching takes place on projects receiving an overlay.

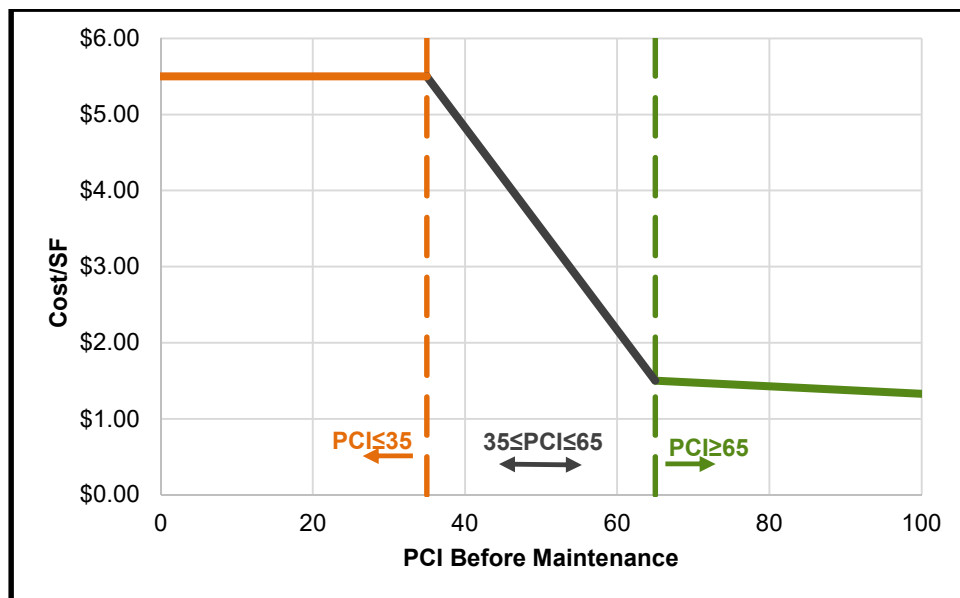


Figure 16: Construction Cost Model





Using the construction cost model shown in Figure 16, the PAVER inputs shown in Figure 17 were created and utilized in this year's analysis.

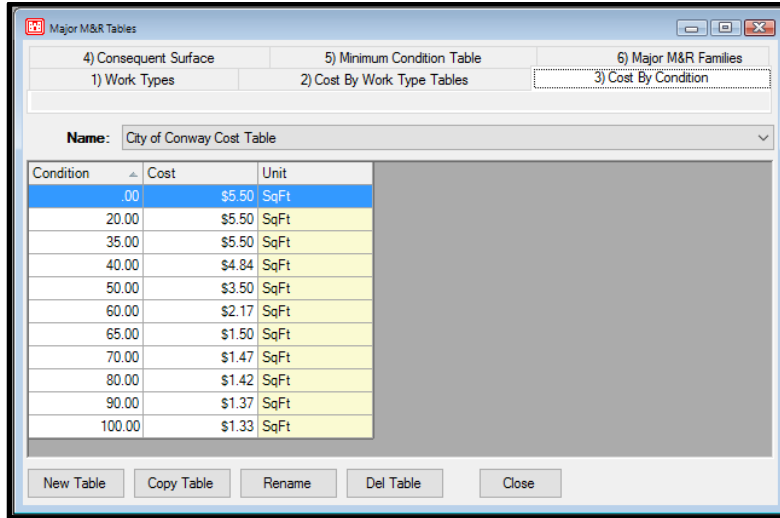


Figure 17: PAVER Paving M&R Construction Cost Input

Table 2 shows the cost for surface treatments that were approved by the City of Conway.

Table 2: Surface Treatment Unit Cost

Surface Treatment	Unit Costs
Micro Surface	\$0.40/SF
Crack Sealing	\$1.00/LF

4.5 Maintenance Decision Methodology

After inputting construction costs and assigning PCI deterioration curves to each section, system wide maintenance decisions are possible for each of the budget scenarios presented in Section 4.1. The decision making flowchart used in this analysis is shown in Figure 18. Inputs used in the analysis are included in the figure.



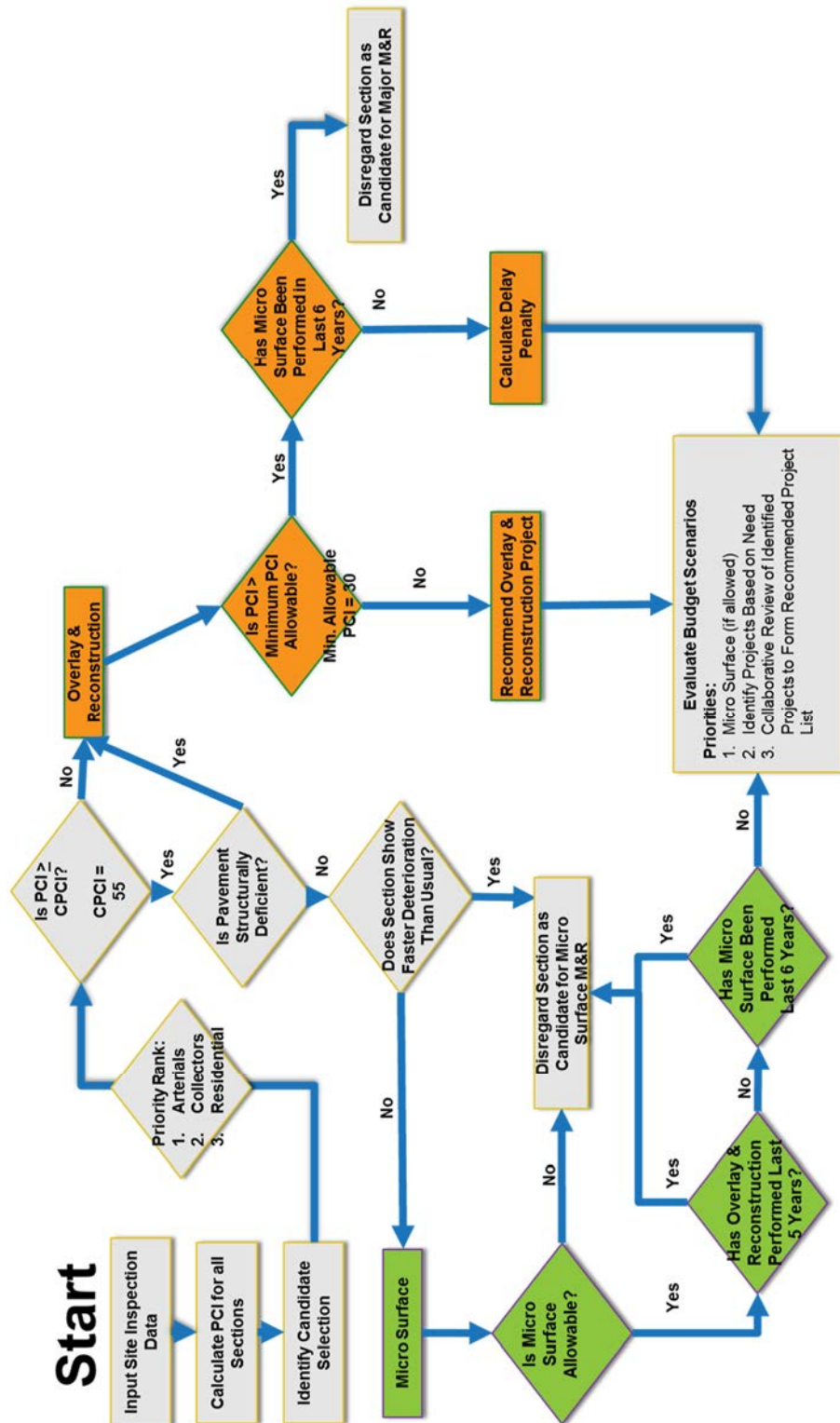
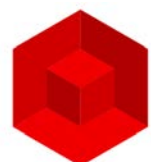


Figure 18: Decision Making Flow Chart





4.6 Delay Penalty

As part of the decision making flowchart in Figure 18, a delay penalty is computed for paving projects. The delay penalty is the percentage increase in cost to the owner by delaying the project one more year.

Figure 19 illustrates the relationship between the delay penalty and PCI. With the delay penalty being dependent on a combination of the construction costs, current conditions, and assigned predictive model, trends and peak values vary based on inputs utilized for each project.

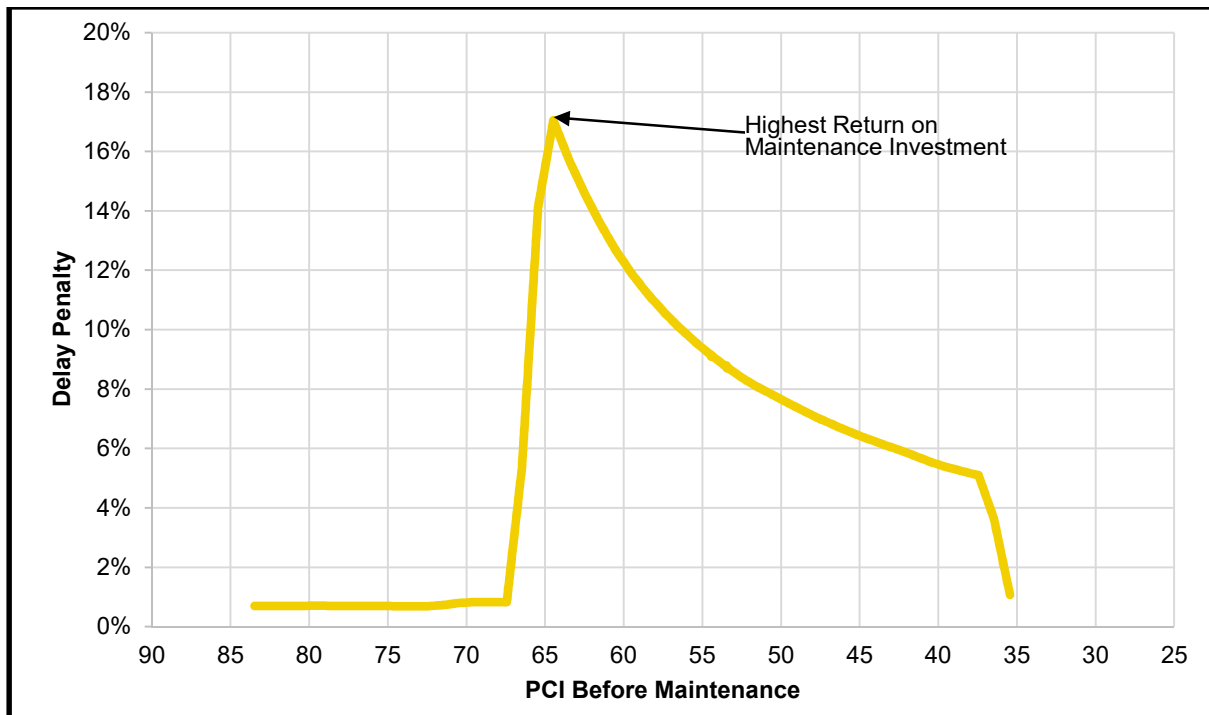


Figure 19: Delay Penalty by PCI

As illustrated in Figure 19, the highest return on the City of Conway's maintenance investment is not in fixing the worst pavements first but in maintaining pavements that are not currently failing. With values reaching over 17% between PCI ranges of 70 and 60, completing these projects first enables the City of Conway to operate in alignment with the city's best financial interest.





5.0 Maintenance Plan Analysis

This section summarizes the results of each M&R scenario considered for the City of Conway. Road sections included in this analysis consist of only asphalt roads that were approved by the City of Conway. As a result, the average PCI shown is slightly less than shown in previous sections herein. All project scenarios are examined for 2017-2021 as part of the five year planning horizon as allowed by ASTM D6433. A spreadsheet is being provided with this report that includes a project list for each scenario. Tables at the end of each section summarize the results of these scenarios.

5.1 Assigned Budget – Combined Wards

For the various budgets analyzed for the combined wards, the resulting impact on the pavement conditions can be seen. The beginning PCI shown on the left portion of each graph is the Current PCI. This Current PCI includes all asphalt and concrete road sections.

The \$1M budget scenarios shown in Figure 20, with and without the added Preventive budget, utilize all funds made available. Even with these funds, the average PCI decreases significantly over the five year period due to insufficient funds being available to maintain the current pavement conditions.

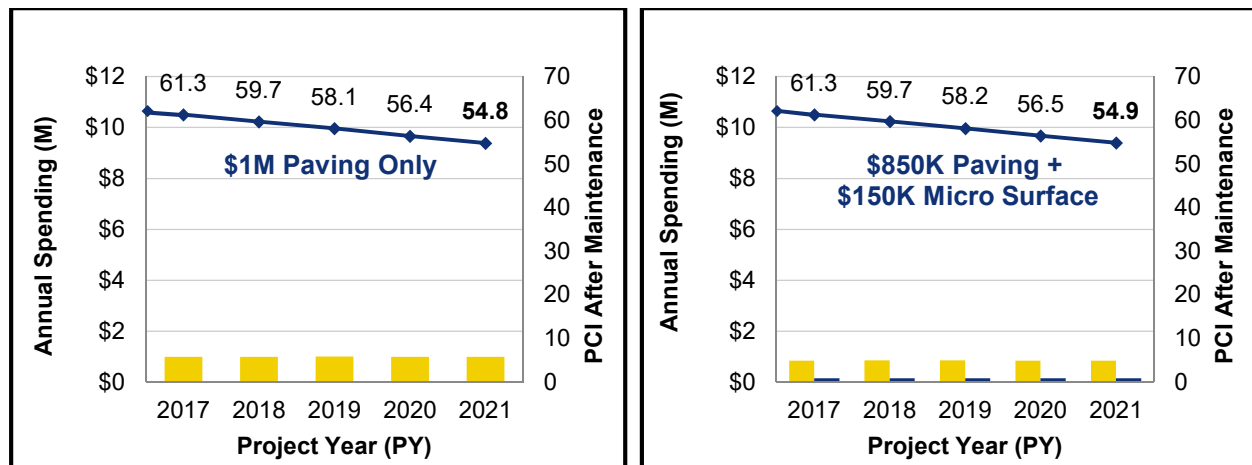


Figure 20: \$1M Budget Scenarios





For the \$3M scenarios in Figure 21, all funds available are utilized. While the 2021 Resultant PCI for the Paving Only scenario is increased just over four PCI points over the corresponding \$1M scenario, the average PCI continues to decrease over time. A four PCI increase across the City over the \$1M annual budget is a material difference. When the Preventive (Micro Surface) budget is utilized in conjunction with the \$3M scenario, improvements are made to the previous constrained scenarios presented. This results in a 2021 PCI of 59.0, which is 4.2 PCI points higher than the \$1M Paving Only scenario shown in Figure 20. However, for the preventive scenarios at both the \$1M and \$3M funding levels, funding is insufficient to significantly change the five year results by including preventive maintenance.

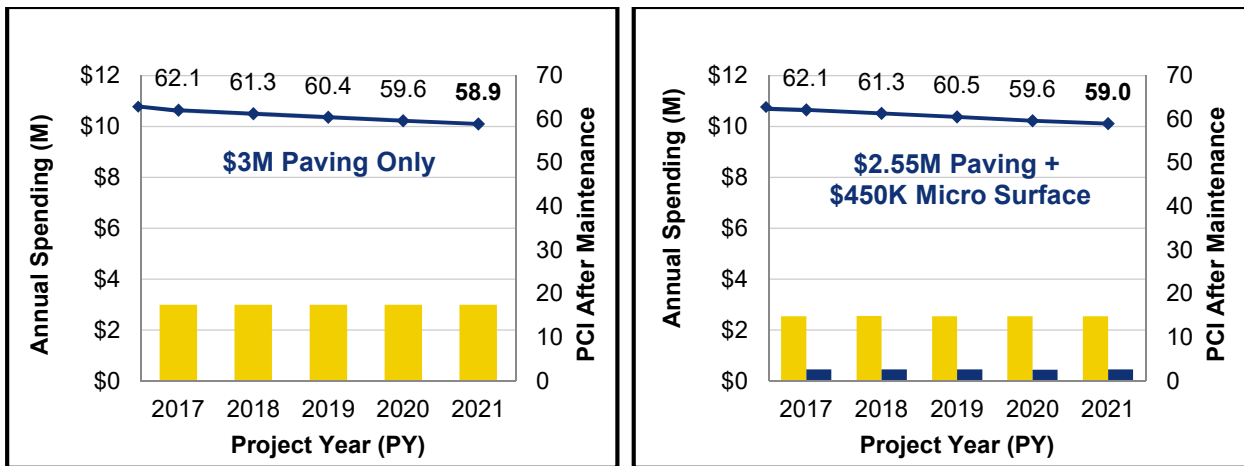


Figure 21: \$3M Budget Scenarios

Ideally, a city would reach an acceptable PCI and maintain it for best results. Figure 22 shows the approximate budgets required to reach and maintain a PCI of 64. In general, sections containing a PCI of 64 will not contain distresses that affect the ride quality or the safety of a driver. The \$6M budget scenarios shown in Figure 22 continues to utilize all available funds. This is important since PAVER will not utilize the budget unless this budget is deemed warranted. While all funds are needed, the resulting 2021 PCI After Maintenance value demonstrates that the overall PCI of the entire network is generally being maintained. When the Preventive budget is included, the resulting 2021 PCI After Maintenance is 64.0, which is 5.1 PCI points higher than the \$3M Paving Only scenario.

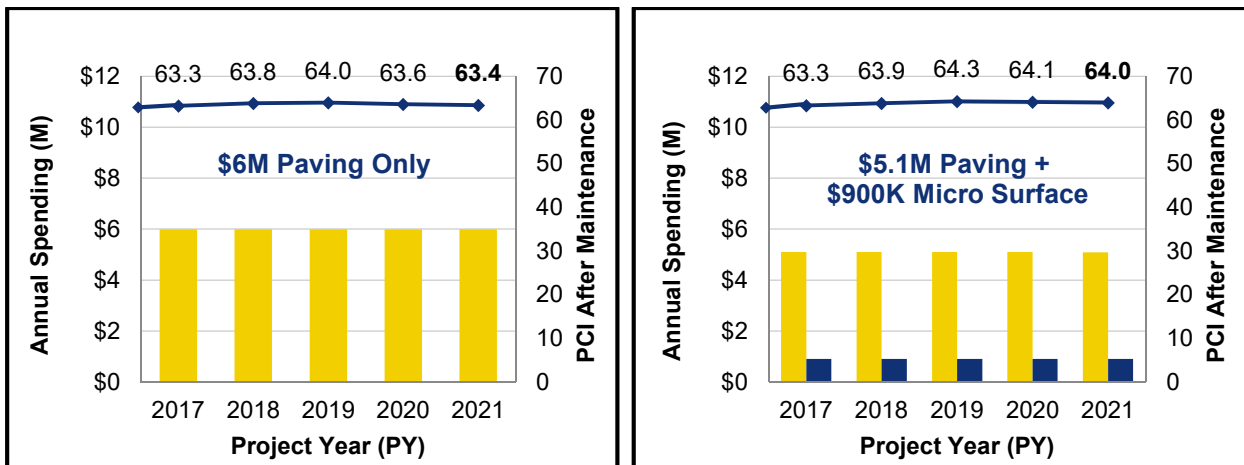


Figure 22: \$6M Budget Scenarios





The \$9.5M Paving Only budget scenario shown in Figure 23 has a resultant 2021 PCI of 69.0, which is 14.2 PCI points higher than the \$1M Paving Only scenario. When \$1.5M of the \$9.5M budget scenario is spent on micro surfacing, the resulting PCI is increased by 0.6 even though the total amount spent is the same. This difference is the result of the increased return on the City's investment by implementing a micro surface program as part of their overall pavement maintenance program.

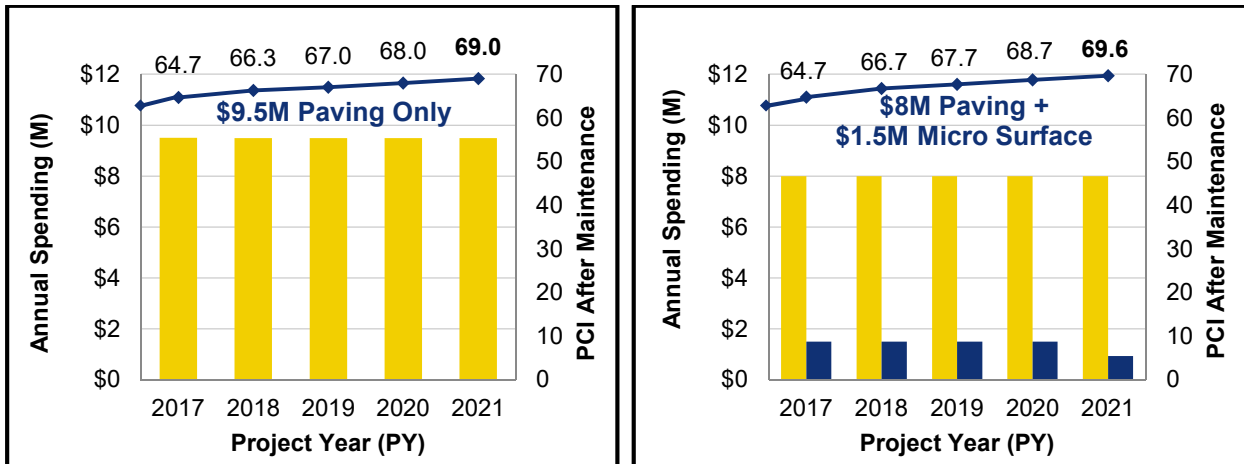


Figure 23: \$9.5M Budget Scenarios



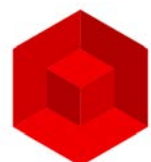


A summary of the City of Conway combined ward budget scenarios is included in Table 3. In addition, a Do Nothing approach has been added for comparison.

Budget Scenario	2017-2021 Maintenance			
	Total Spend (Preventive Spend) ^a	Total No. of Projects (Preventive Projects)	2021 Resultant PCI	PCI Change from 2016 to 2021
Do Nothing	\$0	0	53.8	- 8.5
	(\$0)	(0)		
\$1M Paving	\$5	43	54.8	- 7.5
	(\$0)	(0)		
\$850K Paving + \$150K Preventive	\$5	68	54.9	- 7.4
	(\$1)	(32)		
\$3M Paving	\$15	190	58.9	- 3.4
	(\$0)	(0)		
\$2.55M Paving + \$450K Preventive	\$15	231	59.0	- 3.3
	(\$2)	(82)		
\$6M Paving	\$30	288	63.4	1.2
	(\$0)	(0)		
\$5.1M Paving + \$900K Preventive	\$30	485	64.0	1.7
	(\$4)	(215)		
\$9.5M Paving	\$47	356	69.0	6.7
	(\$0)	(0)		
\$8M Paving + \$1.5M Preventive	\$47	756	69.6	7.4
	(\$7)	(425)		

Table 3: Combined Budget Scenarios

^a Numbers shown in millions.





5.2 Budget Distribution By Ward

Additional analysis was performed for the \$1M and \$6M Paving Only annual budget scenarios to show the percentage of the budgeted funds required by each ward. It is important to note that PAVER attempts to distribute the available budget as efficiently as possible. Figure 24 shows the \$1M annual budget spending distribution per ward, while Figure 25 shows the results for the \$6M annual budget. Due to projects being solely chosen on need and what is the City's best financial investment, Figure 24 shows an unbalanced distribution between the wards due to PAVER's project recommendations. This will result in Ward 3 receiving only 10% of the budget over five years. In contrast, Figure 25 shows spending more evenly distributed between the wards because more projects are possible due to the increased budget spending.

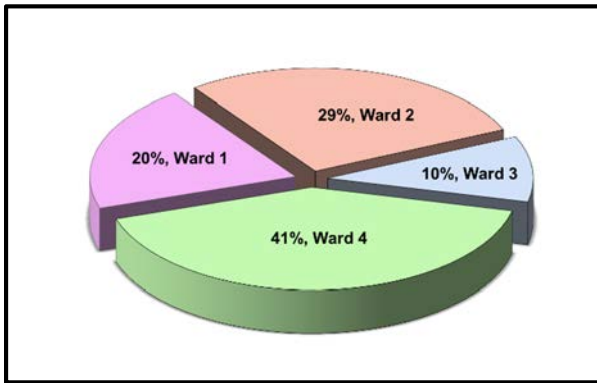


Figure 24: \$1M Budget Distribution

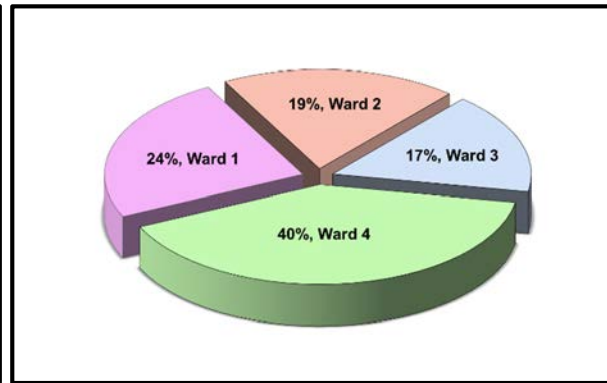
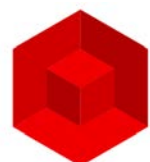


Figure 25: \$6M Budget Distribution

The \$6M annual budget distribution over time will begin to align to the total centerline mileage percentage, as can be seen on Table 4. This is an indication that the ideal annual budget should be closer to \$6M.

Table 4: Centerline Mileage Percentage per Ward

Ward	Centerline Mileage
1	22%
2	27%
3	21%
4	30%





6.0 Conclusions

After reviewing the results of this analysis, the following conclusions were developed. These conclusions include AssetMax's analysis of Conway's current maintenance practices and recommendations for future inspections.

- For failed pavements, project selection should be based on their overall impact to the City based on their use, functional ability, and impact on citizens because once a pavement is failed the costs to reconstruct that pavement are not increasing over time.
- For overlay project candidates, projects should be selected based on need and their ability to provide the best return on investment to the City. As shown in Figure 3, extending the life of the right pavement with an overlay at the proper time is advantageous to the City.
- Preventive projects do offer increased benefits to the City. To minimize risk while moving in this direction, pilot programs should begin to determine the best preventive treatments for the City.
- Having accurate condition information allows for maintenance funds to be stretched further by assisting the City to make better maintenance decisions.
- Optimizing budgets requires understanding each project's Delay Penalty, allowing the City to understand the financial impact of delaying the project.
- As shown in Figure 19, the highest return on the City's maintenance investment is not in fixing the worst pavements first but in maintaining pavements that are not currently failing. With values of over 17% between PCI ranges of 60 and 65, completing these projects first enables the City to operate in alignment with the City's best financial interest.
- Establishing annual budgets requires understanding of the current conditions and the tradeoffs associated with balancing the conditions and available funds. This is only made possible by having objectively measured data across the system.
- As recommended by ASTM D6433, Conway should perform a PCI inspection for each street every three to five years to account for natural pavement deterioration variability that occurs over time and ensure accurate pavement condition data is maintained.





Appendix A

Overlay Project Recommendations

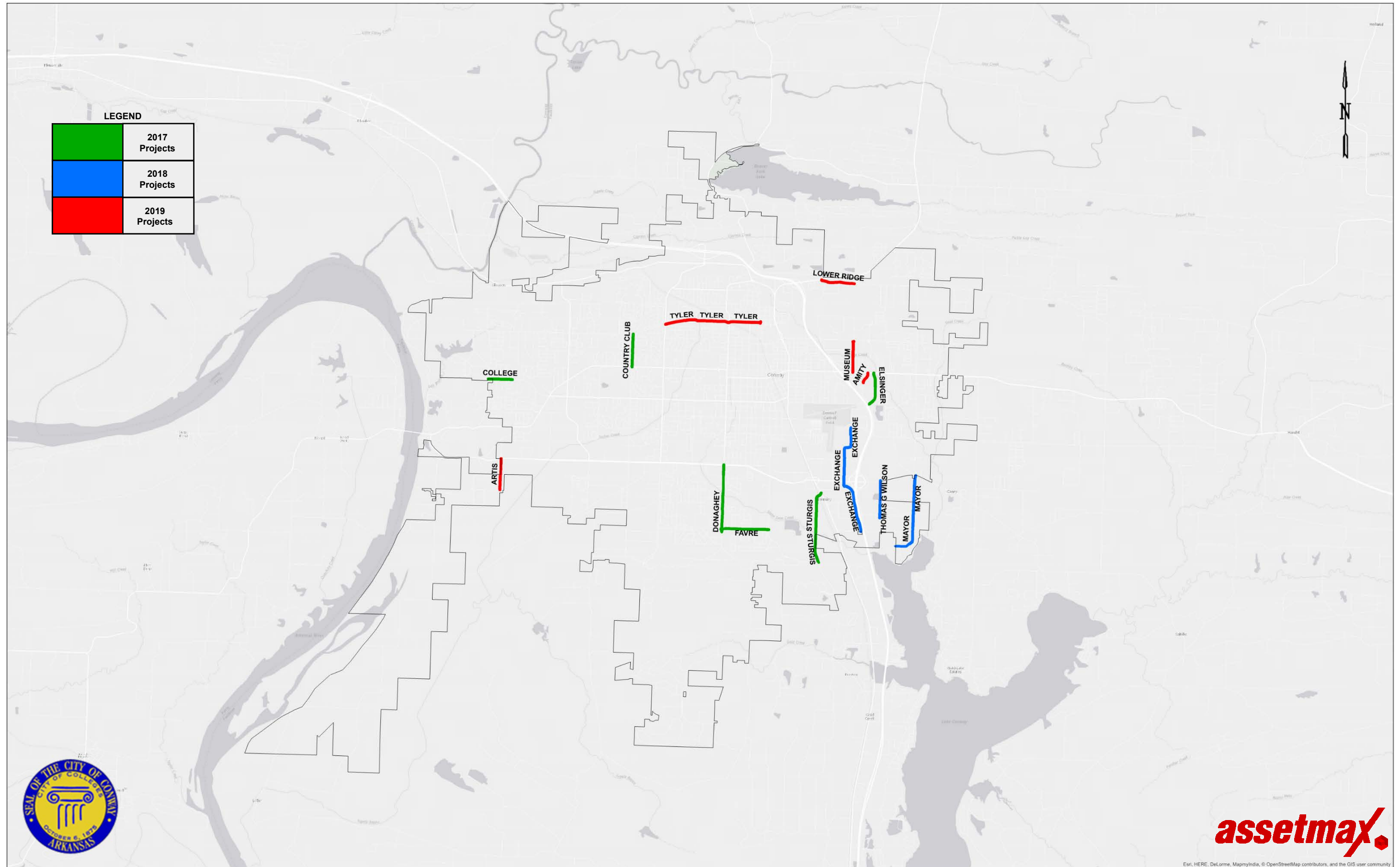


Table A-1: Overlay Project Recommendations

Overlay Project Recommendations			
Year	Street Name	Street Limits	Estimated Cost
2017	Donaghey	Moix to Bridge	\$90,313.95
2017	Donaghey	Favre North to Bridge	\$402,525.60
2017	Favre	Greenwood Cir. East to S. German	\$214,838.36
2017	College	Padgett to Paddington	\$89,378.53
2017	Country Club	Prince to Tyler	\$195,350.93
2017	Elsinger	Amity to Oak	\$185,304.36
2017	Sturgis	Bridge to Stanley Russ	\$100,256.25
2017	Sturgis	Bridge to RR tracks	\$160,709.80
2017	Total	-	\$1,438,677.78
2018	Exchange	Commerce to Runway	\$165,290.95
2018	Exchange	Dave Ward to Bronnie	\$239,650.07
2018	Exchange	Dave Ward to Commerce	\$107,985.33
2018	Mayor	Amity to William J. Clark	\$300,980.16
2018	Mayor	William J. Clark to Dave Ward	\$203,453.93
2018	Thomas G Wilson	Dave Ward to William J. Clark	\$235,824.08
2018	Total	-	\$1,253,184.52
2019	Tyler	Salem to Tucker Creek Trail	\$316,534.01
2019	Tyler	Tucker Creek Trail to Donaghey	\$167,619.78
2019	Tyler	Donaghey to Washington	\$290,661.71
2019	Amity	Oak to Halter	\$40,619.68
2019	Artis	Dave Ward to John Allison	\$100,100.88
2019	Museum	Oak to Bridge	\$68,792.43
2019	Museum	Bridge to Siebenmorgen	\$174,471.58
2019	Lower Ridge	Museum to US 65	\$98,694.79
2019	Total	-	\$1,257,494.87



CITY OF CONWAY



Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

Figure A-1: Overlay Project Recommendations



Appendix B

Reconstruction Project

Recommendations



Table B-1: Reconstruction Project Recommendations

Reconstruction Project Recommendations			
Year	Street Name	Street Limits	Estimated Cost
2018	Mill Pond Road	Harbelle Drive to Mountain Park Road	\$173,800.00
2018	McCracken Drive	(Entire Street)	\$156,656.50
2018	Total	-	\$330,456.50
2019	Amity Road	Welcome Sign to Mayor Lane	\$478,780.50
2019	Total	-	\$478,780.50
2020	Cox Cove	(Entire Street)	\$384,703.00
2020	Total	-	\$384,703.00
2021	Nutter's Chapel	Mattison Road to Pebble Beach Drive	\$382,745.00
2021	Total	-	\$382,745.00
2022	Shock Loop	(Entire Street)	\$214,604.50
2022	Hamilton Street	Oak Street to Willow Street	\$147,070.00
2022	Total	-	\$361,674.50



CITY OF CONWAY

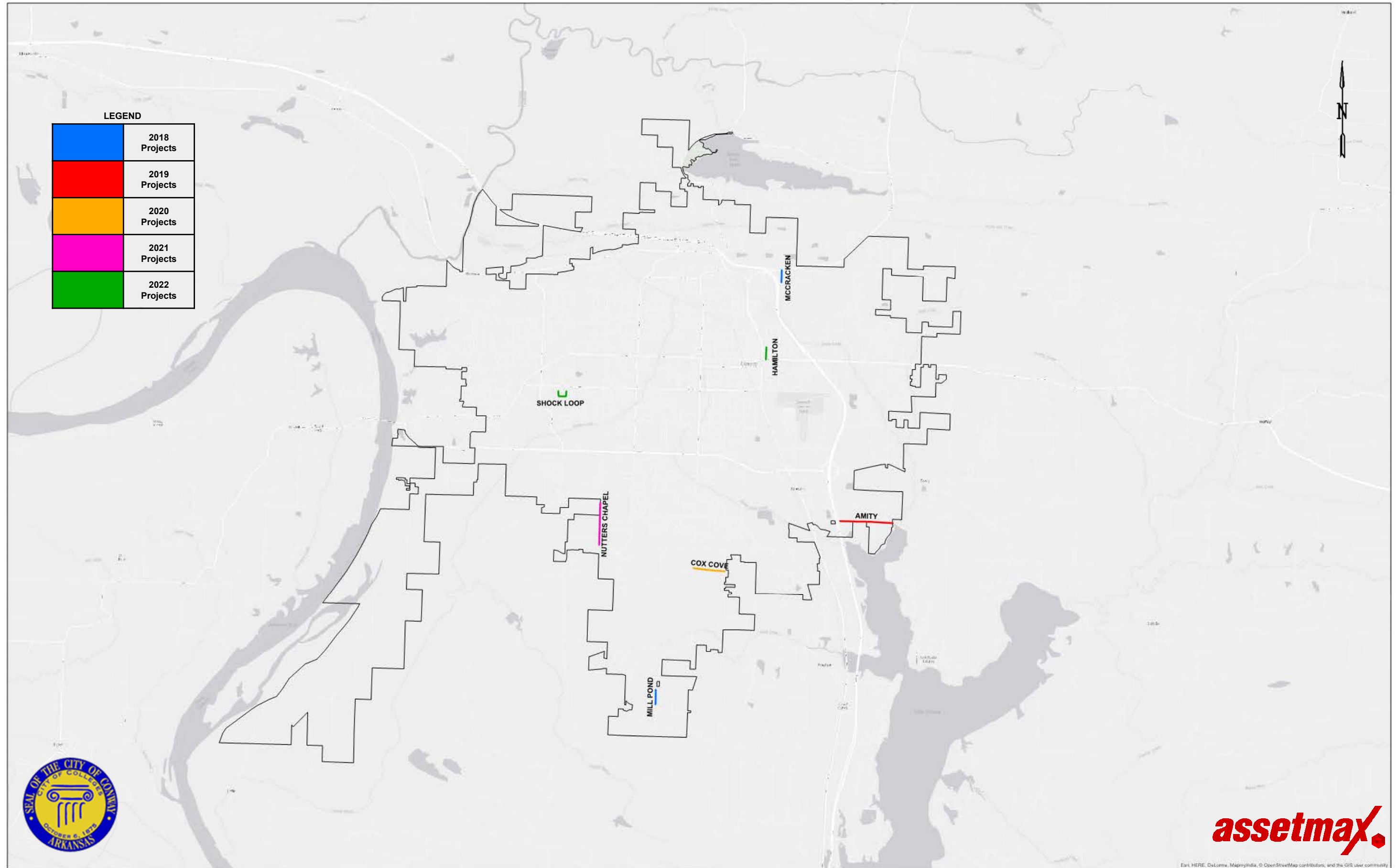


Figure B-1: Reconstruction Project Recommendations



City of Conway, Arkansas
Monthly Financial Reports
January 31, 2017

City of Conway
 Monthly Financial Report - General Fund
 For the month ended January 31, 2017



Revenues	Budget	Month	Year to	Encumbered	(Over)/Under	%
		Activity	Date		Budget	Expend/Collect
Ad Valorem Tax	3,900,000	344,167	344,167		3,555,833	9%
Payments in Lieu of Tax	20,000	-	-		20,000	0%
State Tax Turnback	930,000	126,504	126,504		803,496	14%
Insurance Tax Turnback - LOPFI	1,300,000	-	-		1,300,000	0%
Sales Tax	18,200,000	1,549,374	1,549,374		16,650,626	9%
Beverage Tax	400,000	-	-		400,000	0%
Franchise Fees	3,569,000	260,132	260,132		3,308,868	7%
Permits	401,000	43,264	43,264		357,736	11%
ACIEA Revenues	5,000	2,856	2,856		2,144	57%
Dog Tags & Fees	30,000	2,210	2,210		27,790	7%
Municipal Court Fines and Fees	1,153,400	142,981	142,981		1,010,419	12%
Law Enforcement	693,500	5,878	5,878		687,622	1%
Parks	561,800	21,996	21,996		539,804	4%
Interest Income	22,000	4,174	4,174		17,826	19%
Proceeds from Sale of Assets	-	3,995	3,995		(3,995)	-
Insurance Proceeds	5,598	19,401	19,401		(13,803)	347%
Donations	236	-	-		236	0%
Act 833 Revenue	90,000	-	-		90,000	0%
Miscellaneous Revenues	135,000	4,638	4,638		130,362	3%
Transfers from Other Funds	423,000	-	-		423,000	0%
Total Revenues	31,839,534	2,531,570	2,531,570	-	29,307,965	8%
Expenditures						
Admin (Mayor, HR)	661,975	37,662	37,662	2,086	622,228	6%
Finance	445,568	25,831	25,831	-	419,737	6%
City Clerk/Treasurer	188,222	6,697	6,697	-	181,525	4%
City Council	100,767	6,913	6,913	-	93,854	7%
Planning	421,729	35,285	35,285	103	386,341	8%
Physical Plant	526,788	32,261	32,261	216	494,310	6%
Fleet Maintenance	85,763	6,860	6,860	2,507	76,395	8%
Information Technology	1,178,039	74,399	74,399	439	1,103,200	6%
Permits and Inspections	566,470	34,530	34,530	93	531,847	6%
Nondepartmental	614,450	306,013	306,013	1,087	307,350	50%
Police	11,314,995	934,559	934,559	5,309	10,375,127	8%
CEOC	1,043,543	71,349	71,349	114	972,080	7%
Animal Welfare	491,958	29,768	29,768	1,954	460,237	6%
Municipal District Court	871,071	92,216	92,216	-	778,855	11%
City Attorney	473,013	35,988	35,988	-	437,025	8%
Fire	9,899,167	767,648	767,648	19,139	9,112,380	8%
Parks	2,980,223	151,886	151,886	18,881	2,809,456	5%
Total Expenditures	31,863,742	2,649,864	2,649,864	51,929	29,161,949	8%
Net Revenue/(Expense)	(24,207)		(118,294)			

*All figures are unaudited

Notes:

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

City of Conway
General Fund
2017



Fund Balance Appropriations

Ordinance Date Description

Amount
\$ -

City of Conway
 Balance Sheet - General Fund
 For the month ended January 31, 2017



Cash - Operating	2,722,376
Cash - Reserve	2,011,965
Petty Cash	715
Taxes Receivable	3,300,000
Accounts Receivable	3,740,062
Due from Other Funds	42,662
Due from Street	17,661
Fleet Inventory	15,539
Fuel Inventory	19,567
General Inventory	585
<i>Assets</i>	<u>11,871,134</u>
Accounts Payable	(59,558)
Salaries Payable	159,194
Insurance and Benefits Payable	59,064
Event Deposits	820
Due to Other Funds	17,311
Deferred Revenue	4,045,383
<i>Liabilities</i>	<u>4,222,214</u>
Fund Balance - Committed to cash flow	2,000,000
Fund Balance - Committed to reserve	2,000,000
Fund Balance - Unassigned	3,648,920
<i>Fund Balance</i>	<u>7,648,920</u>
<i>Total Liabilities & Fund Balance</i>	<u>11,871,134</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Street Fund
 For the month ended January 31, 2017



	<u>Budget</u>	<u>Month</u>	<u>Year to</u>	<u>Encumbered</u>	<u>(Over)/Under</u>		<u>%</u>
		<u>Activity</u>	<u>Date</u>		<u>Budget</u>	<u>Expend/Collect</u>	
Revenues							
Ad Valorem Tax	1,500,000	-	-		1,500,000	0%	
Payments in Lieu of Tax	15,000	8,085	8,085		6,915	54%	
State Tax Turnback	2,683,474	210,534	210,534		2,472,940	8%	
AHTD 1/2 Cent Sales Tax Turnback	1,100,000	106,876	106,876		993,124	10%	
Severance Tax	75,000	17,915	17,915		57,085	24%	
Sales Tax	250,000	21,710	21,710		228,290	9%	
Sign Permits	500	-	-		500	0%	
Engineering Fees	5,000	-	-		5,000	0%	
Interest Income	20,000	2,465	2,465		17,535	12%	
Total Revenues	5,648,974	367,585	367,585	-	5,281,389	7%	
Expenditures							
Personnel Costs	2,576,241	155,375	155,375	-	2,420,866	6%	
Other Operating Costs	2,982,020	29,870	29,870	23,632	2,928,518	1%	
Total Operating Costs	5,558,261	185,245	185,245	23,632	5,349,384	3%	
Capital Outlay	80,000	-	-	-	80,000	0%	
Total Expenditures	5,638,261	185,245	185,245	23,632	5,429,384	3%	
Net Revenue/(Expense)	10,713		182,339				

*All figures are unaudited

Notes:

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

City of Conway
Street Fund
2017



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
			\$ -

City of Conway
 Balance Sheet - Street Fund
 For the month ended January 31, 2017



Cash - Operating	4,244,769
Taxes Receivable	20,034
Accounts Receivable	1,306,799
<i>Assets</i>	<u>5,571,602</u>
Accounts Payable	(29,132)
Salaries Payable	7,730
Insurance and Benefits Payable	12,942
Due to Other Funds	10,841
Due to General	17,661
Deferred Revenue	1,375,073
<i>Liabilities</i>	<u>1,395,115</u>
<i>Fund Balance</i>	<u>4,176,487</u>
<i>Total Liabilities & Fund Balance</i>	<u>5,571,602</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Sanitation
 For the month ended January 31, 2017



Revenues	<u>Budget</u>	<u>Month</u>		<u>Year to Date</u>	<u>Encumbered</u>	<u>(Over)/Under</u>		<u>%</u>
		<u>Activity</u>				<u>Budget</u>	<u>Expend/Collect</u>	
Sanitation Fees	8,750,000	753,171		753,171		7,996,829		9%
Proceeds - Recycled Materials	540,000	45,764		45,764		494,236		8%
Landfill Fees - General	200,000	11,459		11,459		188,541		6%
Interest Income	50,000	5,944		5,944		44,056		12%
Miscellaneous Revenues	-	3,968		3,968		(3,968)		-
Total Revenues	9,540,000	820,306		820,306	-	8,719,694		9%
Expenditures								
Personnel Costs	3,843,950	335,832		335,832	-	3,508,118		9%
Other Operating Costs	<u>3,634,763</u>	<u>47,022</u>		<u>47,022</u>	<u>146,210</u>	<u>3,441,531</u>		<u>1%</u>
Total Operating Costs	7,478,713	382,853		382,853	146,210	6,949,650		5%
Capital Outlay	<u>2,061,287</u>	-		-	<u>136,809</u>	<u>1,924,478</u>		<u>0%</u>
Total Expenditures	9,540,000	382,853		382,853	283,019	8,874,128		4%
Net Revenue/(Expense)	0			<u>437,453</u>				

*All figures are unaudited

Notes:

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

City of Conway
Sanitation Fund
2017

Fund Balance Appropriations



<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
------------------	-------------	--------------------	---------------

City of Conway
 Balance Sheet - Sanitation
 For the month ended January 31, 2017



Cash - Operating	3,128,014
Petty Cash	200
Post Closure Cash Account	5,597,552
Due from Other Funds	68
General Inventory	2,122
Land & Buildings	2,590,796
Infrastructure	1,090,182
Machinery and Equipment	3,812,677
Vehicles	476,773
Deferred Outflows of Resources	1,454,446
<i>Assets</i>	<u>18,152,830</u>
Accounts Payable	(5,789)
Salaries Payable	24,019
Insurance and Benefits Payable	7,170
Compensated Absences	168,607
Net Pension Obligation	9,286,388
Deferred Inflows of Resources	637,180
Due to Other Funds	6,965
Landfill Close/Post Close	8,524,931
<i>Liabilities</i>	<u>18,649,471</u>
<i>Net Assets</i>	<u>(496,641)</u>
<i>Total Liabilities and Net Assets</i>	<u>18,152,830</u>

*All figures are unaudited

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

City of Conway
 Monthly Financial Report - Airport
 For the month ended January 31, 2017



	<u>Budget</u>	<u>Month</u> <u>Activity</u>	<u>Year to</u> <u>Date</u>	<u>Encumbered</u>	<u>(Over)/Under</u> <u>Budget</u>	<u>%</u> <u>Expend/Collect</u>
Revenues						
Airport Fuel Sales	600,000	42,329	42,329		557,671	7%
Sales Tax	13,000	-	-		13,000	0%
T-Hangar Rent	118,000	5,910	5,910		112,090	5%
Community Hangar Rent	25,000	195	195		24,805	1%
Ground Leases	125,000	645	645		124,355	1%
Miscellaneous Revenues	13,000	600	600		12,400	5%
Total Revenues	894,000	49,679	49,679	-	844,321	6%
Expenditures						
Personnel Costs	214,405	16,832	16,832	-	197,573	8%
Fuel for Resale	431,000	27,617	27,617	-	403,383	6%
Other Operating Costs	138,700	2,471	2,471	59	136,170	2%
Total Operating Costs	784,105	46,920	46,920	59	737,126	6%
Capital Outlay	-	-	-	-	-	-
Total Expenditures	784,105	46,920	46,920	59	737,126	6%
Net Revenue/(Expense)	109,895		<u><u>2,759</u></u>			

*All figures are unaudited

Notes:

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

City of Conway

Airport Fund

2017

Fund Balance Appropriations



Ordinance

Date

Description

Amount

City of Conway
 Balance Sheet - Airport
 For the month ended January 31, 2017



Cash - Operating	352,524
Taxes Receivable	2,020
Accounts Receivable - Fuel Vendor	54,643
Due from Other Funds	733
Land	1,607,274
Buildings	1,691,385
Machinery & Equipment	185,209
Vehicles	20,110
Infrastructure	29,897,609
Construction in Progress	52,066
<i>Assets</i>	<u>33,863,573</u>
Accounts Payable	19,316
Salaries Payable	2,158
Insurance and Benefits Payable	2,002
Compensated Absences	5,127
Due to General	601
Accrued Interest Payable	108,986
Notes Payable	2,750,000
<i>Liabilities</i>	<u>2,888,190</u>
<i>Fund Balance</i>	30,975,383
<i>Total Liabilities & Fund Balance</i>	<u>33,863,573</u>

*All figures are unaudited

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

City of Conway
Monthly Financial Report - Major Project Funds
For the month ended January 31, 2017



Parks and Rec A&P Tax

Balance, 12/31/16	2,002,686
Receipts	256,123
Payments	(233,714)
Balance, 1/31/17	\$2,025,095

Pay as you go Sales Tax

Balance, 12/31/16	3,660,291
Receipts	2,303
Payments	(63,956)
Balance, 1/31/17	\$3,598,637

Street Impact Fees

Balance, 12/31/16	698,296
Receipts	52,861
Payments	-
Balance, 1/31/17	\$ 751,157

Parks Impact Fees

Balance, 12/31/16	360,840
Receipts	32,004
Payments	-
Balance, 1/31/17	\$ 392,844



**City of Conway, Arkansas
Ordinance No. O-17- _____**

AN ORDINANCE CLOSING A 15 UTILITY EASEMENT ON LOT 2, ACXIOM COMMERCIAL ADDITION; AND FOR OTHER PURPOSES:

Whereas, a petition was duly filed with the City of Conway, Arkansas on the 7th of February, 2017 by Car-Son Construction asking the City Council to vacate and abandon the 15 foot utility easement along the eastern property line on Lot 2, Acxiom Commercial Addition.

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

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

Section 1. The City of Conway, Arkansas releases, vacates, and abandons its rights, together with the rights of the public generally, in and to the easement designated as follows:

The 15 foot utility easement along the eastern property line of Lot 2, Acxiom Commercial Addition

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

PASSED this 28th day of February, 2017.

Approved:

Mayor Bart Castleberry

Attest:

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

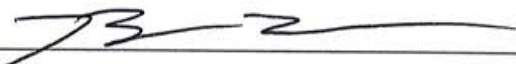


PETITION OF WRITTEN CONSENT FOR THE VACATING OF EASEMENTS
FOR THE INTENT OF PUBLIC USE

Name of party requesting easement closure: Car-Son Construction

Legal description of easement, or portion thereof, to be vacated: East 15' of Lot 2
Axiom Commercial Addition. Recorded in
Plat Book J, Page 381.

Signatures of abutting property owners:

Name	Address
	<u>425 E. Dave Ward Dr.</u> <u>301 Dave Ward Dr.</u>



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

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

January 12, 2017

City of Conway
Attn: Bryan Patrick,
Director of Planning and Development
1201 Oak Street
Conway, AR 72032

sent via email

Bryan.Patrick@cityofconway.org
Beth.Sketow@cityofconway.org

Dear Mr. Patrick:

RE: Utility easement closure – Lot 2, final plat of Axiom Commercial Addition, Conway

AT&T concurs in the property owner's request to relinquish our interest in the fifteen foot utility easement along the property line of Lot 2, as shown on the attached plat.

AT&T has no facilities within this easement and has no plans to use it in the future.

Questions concerning our facilities in Conway can be referred to our local engineer, Lannie Page, at 501-218-6842 (lp1318@att.com).

Sincerely,

A handwritten signature in blue ink that reads "Lynda Palmer".

CC: Brittany Daniel, Tyler Group Surveying (brittany@tylergroup.net)
Loran Page, AT&T Engineer



January 26, 2017

The Tyler Group
Attention: Briany Daniel
240 Skyline Dr, Ste 3000
Conway, AR 72032

RE: Easement Closure

To Whom it May Concern:

Centerpoint Energy has no objection to the closing of the easement at East 15' of Lot 2 on the Acxiom Commercial Addition Plat.

Thank You,

A handwritten signature in blue ink that reads "Tanya Malcolm".

Tanya Malcolm
Jeff Turley



January 11, 2017

The Honorable Bart Castleberry
Mayor of Conway
City Hall
1201 Oak Street
Conway, AR 72032

RE: Closure of easement on Acxiom Commercial Addition Final Plat of Lots 1 & 2.

Dear Mayor Castleberry:

Conway Corporation has no objections to abandoning the easement located on the East 15 feet of Lot 2 of Acxiom Commercial Addition Final Plat of Lots 1 & 2.

If you have any questions, please let me know.

Sincerely,

CONWAY CORPORATION

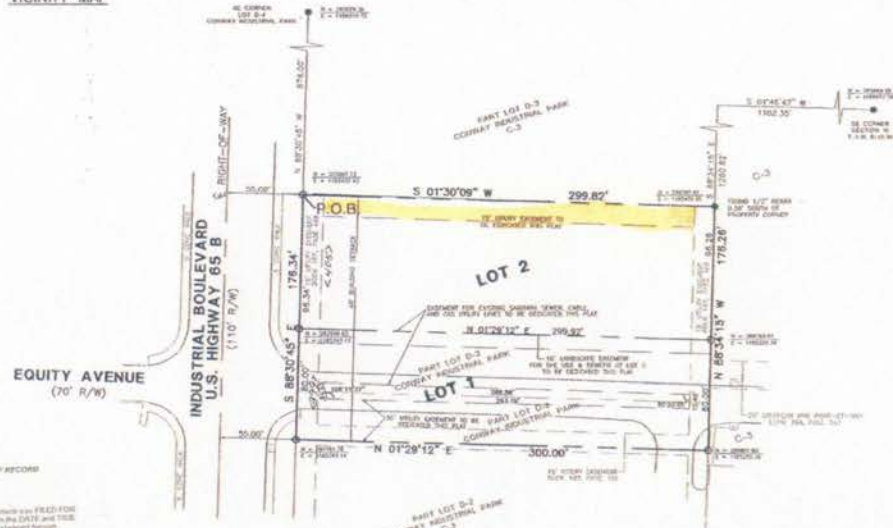
A handwritten signature in blue ink that reads "Leslie Guffey".

Leslie Guffey
Engineering & Planning



VICINITY MAP

ACXIOM COMMERCIAL ADDITION FINAL PLAT OF LOTS 1 & 2



CERTIFICATE OF RECORD
 State of Arkansas
 County of Faulkner
 I, Sharon Warner, County Clerk, do hereby certify that the foregoing plat was filed for record on the 11th day of June, 2003, at 11:15 AM, and is a correct and true copy of the original as shown to me by the owner.
 SHARON WARNER
 County Clerk

Property Description

Part of Lots B-2 and D-2, Conway Industrial Park for the City of Conway, as filed for record in Plat Book C, Page 88, being part of the SE 1/4, Section 18, T-5-S-M, R-13-W, Faulkner County, Arkansas being more particularly described as follows:

Commencing at the intersection of the Southern Right-of-Way line of U.S. Highway No. 65B and the Westerly Right-of-Way line of Interstate No. 49, being the NE Corner of Lot D-4, Conway Industrial Park, thence N 88°30'45" W along said Southern Right-of-Way line, a distance of 876.00 feet to the POINT OF BEGINNING; thence S 01°30'09" W, a distance of 299.82 feet to the South line of said Lot D-2; thence N 88°34'15" W along the South line of said Lot D-2 and D-3, a distance of 176.26 feet; thence S 01°29'12" E, a distance of 300.00 feet to the said Southern Right-of-Way line of U.S. Highway No. 65B; thence S 88°30'45" E along said Southern Right-of-Way line, a distance of 176.34 feet to the POINT OF BEGINNING, containing 1.214 Acres (52,874 sq. ft.), more or less.

Street Address:
 Lot 1: 389 Industrial Boulevard
 Lot 2: 405 Industrial Boulevard

LAND AREA = 1.214 ACRES

ERROR OF CLOSURE = 1:317,000

ZONING: C-3, Highway Service and Open Display District

Sanitary Sewer & Water Services will be provided by Conway Corporation.

Portions of this and adjacent properties refer to parts of tracts of Conway Industrial Park for which there is no Final Plat on record.

The priority shown herein does not appear to be in the designated 100 Year Flood Plain according to Flood Insurance Rate Map, Faulkner County, Arkansas and Incorporated Areas, Zone X, Unusually Flood Number 00045CD130 F. Map Revision: June 2, 1994

Bearings are Based on CH22.

CERTIFICATE OF OWNER

We, the undersigned, owner of the real estate shown and described herein do hereby certify that we have laid off, plotted and subdivided, and do hereby lay off, plot and subdivide said real estate in accordance with this plat, and do hereby dedicate to the use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

6-23-03
 Date of Execution
 Conway Development Corporation
 908 Oak Street
 Conway, Arkansas 72032

Source of Title: Deed Record Book 161, Page 238.

CERTIFICATE OF SURVEYING ACCURACY

I, Allen J. Young, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers used for corners shown herein actually exist and their location, form, and marking are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Land Surveys have been met.

6-23-03
 Date of Execution
 Allen J. Young
 Registered Land Surveyor
 No. 1441 Arkansas

CERTIFICATE OF FINAL PLAT APPROVAL - PLANNING COMMISSION

Pursuant to the Conway Subdivision Regulations and all other conditions and approved findings herein completed, this document is hereby executed. This Certificate is hereby executed under the authority of the said rules and regulations.

6-25-03
 Date of Execution
 William A. Felt
 Conway Planning Director

CERTIFICATE OF RECORDING

This document, Number 301, filed for record June 05, 2003, in Plat Book C, is hereby recorded by Sharon Warner, County Clerk.

FILED FOR RECORD
 DATE: 6/5/03
 BY: SHARON WARNER, CLERK
 FAULKNER COUNTY, ARKANSAS



DEVELOPMENT CONSULTANTS INCORPORATED
 2003
 T-50°
 T-AS
 RMB
 RMB
 SURVEY: 6/11/03
 PLAT: 6/23/03

INCORPORATED CONSULTANTS

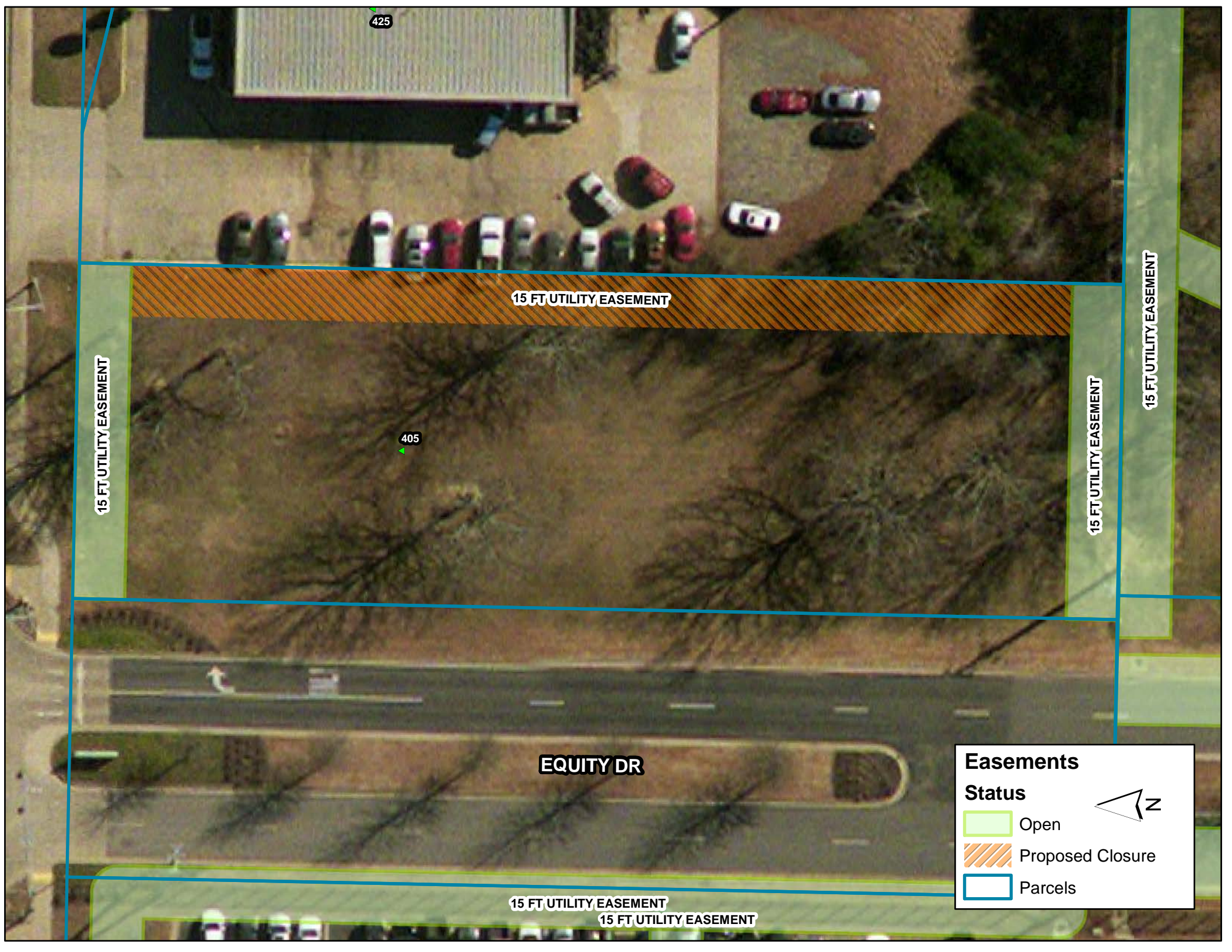
DEVELOPMENT CONSULTANTS

ACXIOM COMMERCIAL ADDITION
 CONWAY, ARKANSAS

FINAL PLAT OF LOTS 1 & 2
 D-2 CONWAY INDUSTRIAL PARK BEING PART OF THE SE 1/4, SECTION 18, T-5-S, R-13-W, CITY OF CONWAY, FAULKNER COUNTY, ARKANSAS.

PROJECT NO. 03-101

FP



425

15 FT UTILITY EASEMENT

15 FT UTILITY EASEMENT

405

15 FT UTILITY EASEMENT

15 FT UTILITY EASEMENT




EQUITY DR


15 FT UTILITY EASEMENT

15 FT UTILITY EASEMENT

Easements

Status

-  Open
-  Proposed Closure
-  Parcels





**City of Conway, Arkansas
Ordinance No. O-17- _____**

AN ORDINANCE RENAMING A PORTION OF 8TH AVENUE; AND FOR OTHER PURPOSES:

Whereas, the City Council of the City of Conway, Arkansas has constructed a new road named Central Landing Boulevard over a portion of 8th Avenue there is a need to rename the portion of 8th Avenue from Vine Street to the new intersection of 8th Avenue and Central Landing Boulevard; and

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

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

Section 1: That the new name be Central Landing Boulevard between Vine Street and the new intersection created for Central Landing Boulevard and 8th Avenue.

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

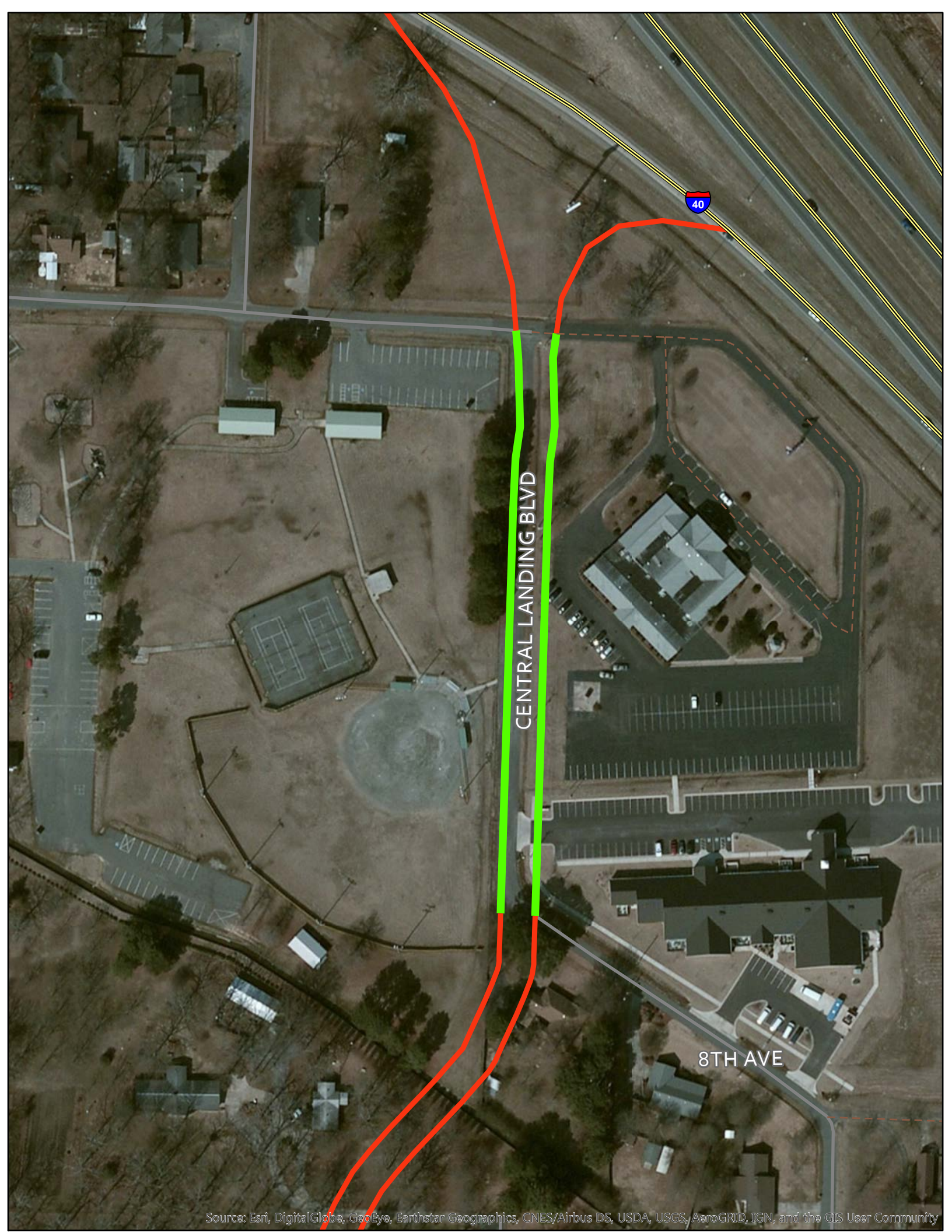
PASSED this 28th day of February, 2017.

Approved:

Mayor Bart Castleberry

Attest:

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



CENTRAL LANDING BLVD

40

8TH AVE



B-1



Housing Authority of the City of Conway

MARY ANN BOYD
Executive Director

January 19, 2017



Honorable Mayor Bart Castleberry & City Council
City of Conway
1201 Oak Street
Conway, AR 72032

Dear Mayor & City Council Members:

The Board of Commissioners met on January 9th, and recommended Mr. Tom Mikel, Attorney-At-Law be re-appointed to a 5 year term beginning January 15, 2017.

Mr. Tom Mikel is a great asset to the Board. The Conway Housing Authority Board requests the confirmation of the City Council on this appointment.

Sincerely,

A handwritten signature in blue ink that reads "Mary A. Boyd".

Mary A. Boyd
Executive Director

CC: Tom Mikel, Attorney-At-Law

01.9.2017

Memo

To
Mayor Bart Castleberry

From
B. Finley Vinson, P.E.

CC
Felicia Rogers

Re
Mayflower Waterline
Relocation – Baker Wills
Parkway (Western Loop)

Comments:

An existing 6" Mayflower waterline presently exist under the completed portion of Baker Wills Parkway at the temporary connection to Sturgis Road. The waterline at this location is under about 10 feet of fill and crosses under the completed roadway. If the waterline failed, repair costs would be significant due to its depth. Mayflower Water desires to relocate the waterline in order to avoid potentially costly repairs and temporary closure of the new roadway. Replacement of the waterline would also allow future services to be added without the necessity of cutting or boring under Baker Wills Parkway.

Because the need to relocate the waterline was due to the construction of the Baker Wills Parkway, Mayflower water is requesting that the City of Conway reimburse them for this cost. At meetings and discussions about this issue in 2015, Mayor Tab Townsell agreed to support reimbursing Mayflower Water for this cost. This cost is included in our Major Project Budget for the South Interchange at an amount of \$200,000. Bids for the Waterline relocation project have been taken with a low bid of \$80,900. Ten bids were received with bids ranging from the low bid to a high of \$238,500.

In addition, Mayflower water is requesting a utility agreement to allow them to place the waterline across and along a portion of the property the City of Conway acquired for the Baker Wills Parkway. This agreement is presently being drafted and should be presented for approval soon.

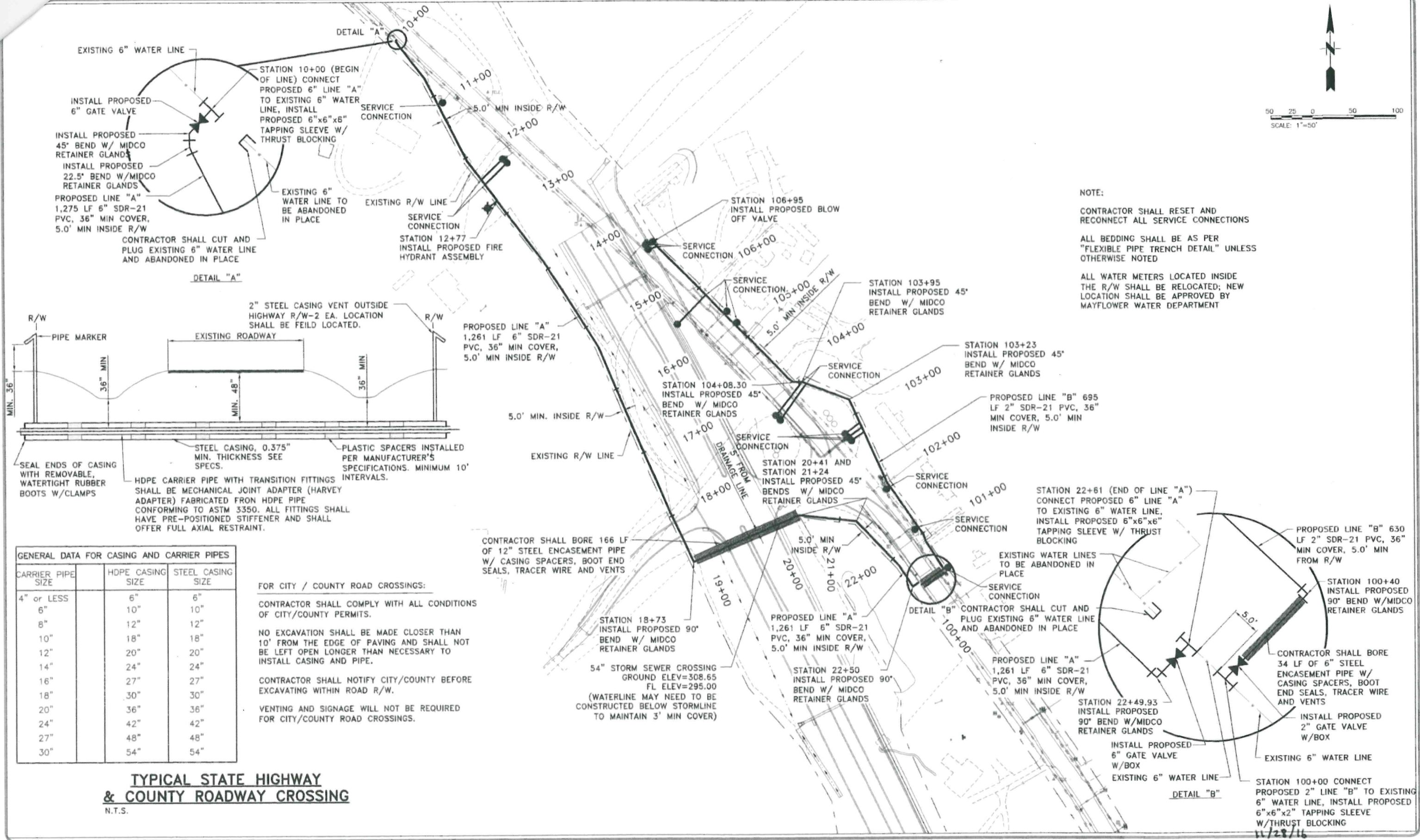
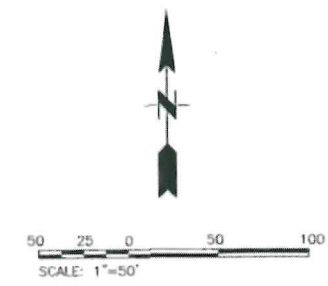
I recommend reimbursing Mayflower Water for the cost of the waterline relocation (\$80,900) plus construction inspection cost (Estimated \$10,000) for a total budget amount of \$90,900. Mayflower will pay the contractor and construction inspection firm and then request reimbursement from the City of Conway. The funds for the West Loop Project cost have been paid from the "Pay as You Go" sales tax (or West Loop loan).

City of Conway Street & Engineering Department

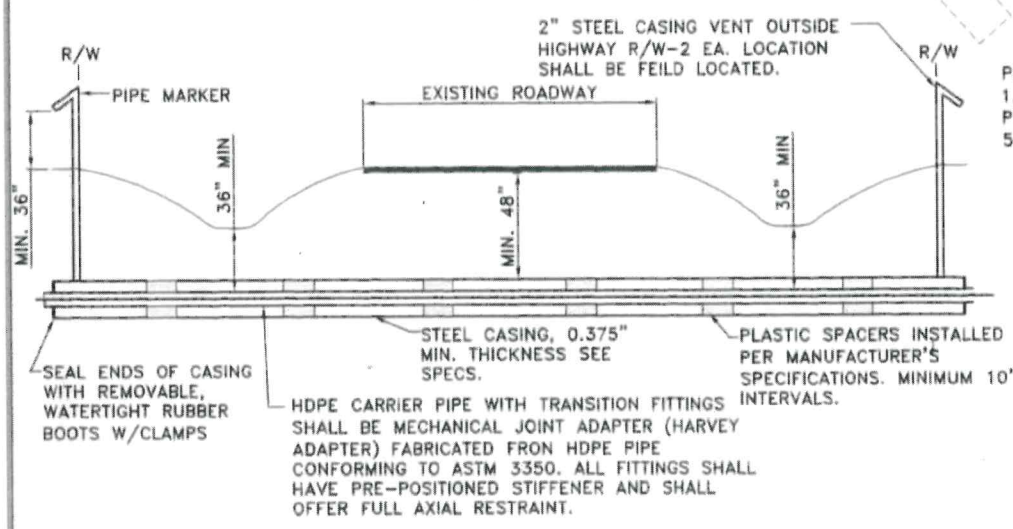
(501) 450-6165
100 E Robins St, Conway, AR 72032

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





NOTE:
 CONTRACTOR SHALL RESET AND RECONNECT ALL SERVICE CONNECTIONS
 ALL BEDDING SHALL BE AS PER "FLEXIBLE PIPE TRENCH DETAIL" UNLESS OTHERWISE NOTED
 ALL WATER METERS LOCATED INSIDE THE R/W SHALL BE RELOCATED; NEW LOCATION SHALL BE APPROVED BY MAYFLOWER WATER DEPARTMENT



GENERAL DATA FOR CASING AND CARRIER PIPES		
CARRIER PIPE SIZE	HDPE CASING SIZE	STEEL CASING SIZE
4" or LESS	6"	6"
6"	10"	10"
8"	12"	12"
10"	18"	18"
12"	20"	20"
14"	24"	24"
16"	27"	27"
18"	30"	30"
20"	36"	36"
24"	42"	42"
27"	48"	48"
30"	54"	54"

FOR CITY / COUNTY ROAD CROSSINGS:
 CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS OF CITY/COUNTY PERMITS.
 NO EXCAVATION SHALL BE MADE CLOSER THAN 10' FROM THE EDGE OF PAVING AND SHALL NOT BE LEFT OPEN LONGER THAN NECESSARY TO INSTALL CASING AND PIPE.
 CONTRACTOR SHALL NOTIFY CITY/COUNTY BEFORE EXCAVATING WITHIN ROAD R/W.
 VENTING AND SIGNAGE WILL NOT BE REQUIRED FOR CITY/COUNTY ROAD CROSSINGS.

TYPICAL STATE HIGHWAY & COUNTY ROADWAY CROSSING
 N.T.S.

Date	Notes	By
6/03/16	OWNER REVIEW	MLC
7/12/16	AHD REVIEW	MLC
8/22/16	AHD REVIEW	JGG

Designed MLC
 Checked LDB
 Drawn MEF
 Approved MLC

MEHLBURGER BRAWLEY
 THE MERGING OF MRS, INC
 THE MEHLBURGER FIRM - BRAWLEY ENGINEERING CORP.
 10 N. SHACKLEFORD PLAZA SUITE 104
 LITTLE ROCK, AR 72211
 (501) 375-5331 • (666) 398-6481 FAX

WATER SYSTEM MODIFICATIONS, PHASE II
MAYFLOWER WATER/SEWER DEPARTMENT
MAYFLOWER, ARKANSAS

CONWAY WESTERN ARTERIAL LOOP
PLAN VIEW



Job: MYF-16-01
 Scale: AS SHOWN
 Date: NOV. 2016
 Sheet: 3 OF 6



City of Conway, Arkansas
Ordinance No. O-17- _____

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

Whereas, grant funds in the amount of \$5,586.85 were received from the U.S. Environmental Protection Agency in support of the Spencer Street Brownfield Cleanup Project and for other expenses.

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

Section 1: The City of Conway, Arkansas, shall accept grant funds in the amount of \$5,586.85 and appropriate said funds from Federal Miscellaneous Grant Account (399-000-4200) to the Planning & Development Grant Account (399-105-5799).

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

PASSED this 28th day of February, 2017.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Ordinance No. O-17-_____**

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE THE PROPERTY IDENTIFIED AS WINTERBROOK SUBDIVISION, PHASE 2 IN THE 3300 BLOCK OF TYLER STREET FROM A-1 TO R-1:

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

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

A part of the SW1/4 NW1/4 and part of the NW1/4 NW1/4 all in Section 3, T-5-N, R-14-W, Faulkner County, Arkansas being more particularly described as follows: Beginning at a found 1/2" pipe for the NE corner of said SW1/4 NW1/4; thence along the East line of said SW1/4 NW1/4, said line also being the West line of Summerbrook Subdivision, S02°08'02" W a distance of 337.63' to a found RDF cap being the NE corner of Winterbrook Subdivision Phase 1, as shown in Plat Book L, Page 275, in the records of Faulkner County, Arkansas; thence along the North line of said Phase 1 N87°51'58" W a distance of 654.77' to a found RDF cap being the NW corner of said Phase 1; thence leaving said North line N01°35'42" E a distance of 350.18' to a set 1/2" rebar w/ cap (1363); thence N01°50'17" E a distance of 504.58' to a set 1/2" rebar w/ cap (1363); thence S87°51'58" E a distance of 657.66' to a set 1/2" rebar w/cap (1363) being on the East line of said NW1/4 NW1/4; thence along said East line, said line also being the West line of Summerbrook Subdivision S01°48'03"W a distance of 517.11' to the point of beginning, containing 12.90 acres more or less.

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

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

PASSED this 28th day of February, 2017.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



1201 OAK STREET • CONWAY, AR 72032
(501) 450-6105 • planningcommission@cityofconway.org

MEMO

To: Mayor Bart Castleberry
CC: City Council Members

From: Anne Tucker, 2017 Planning Commission Chairman
Date: February 22, 2017

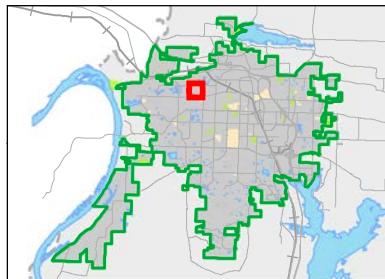
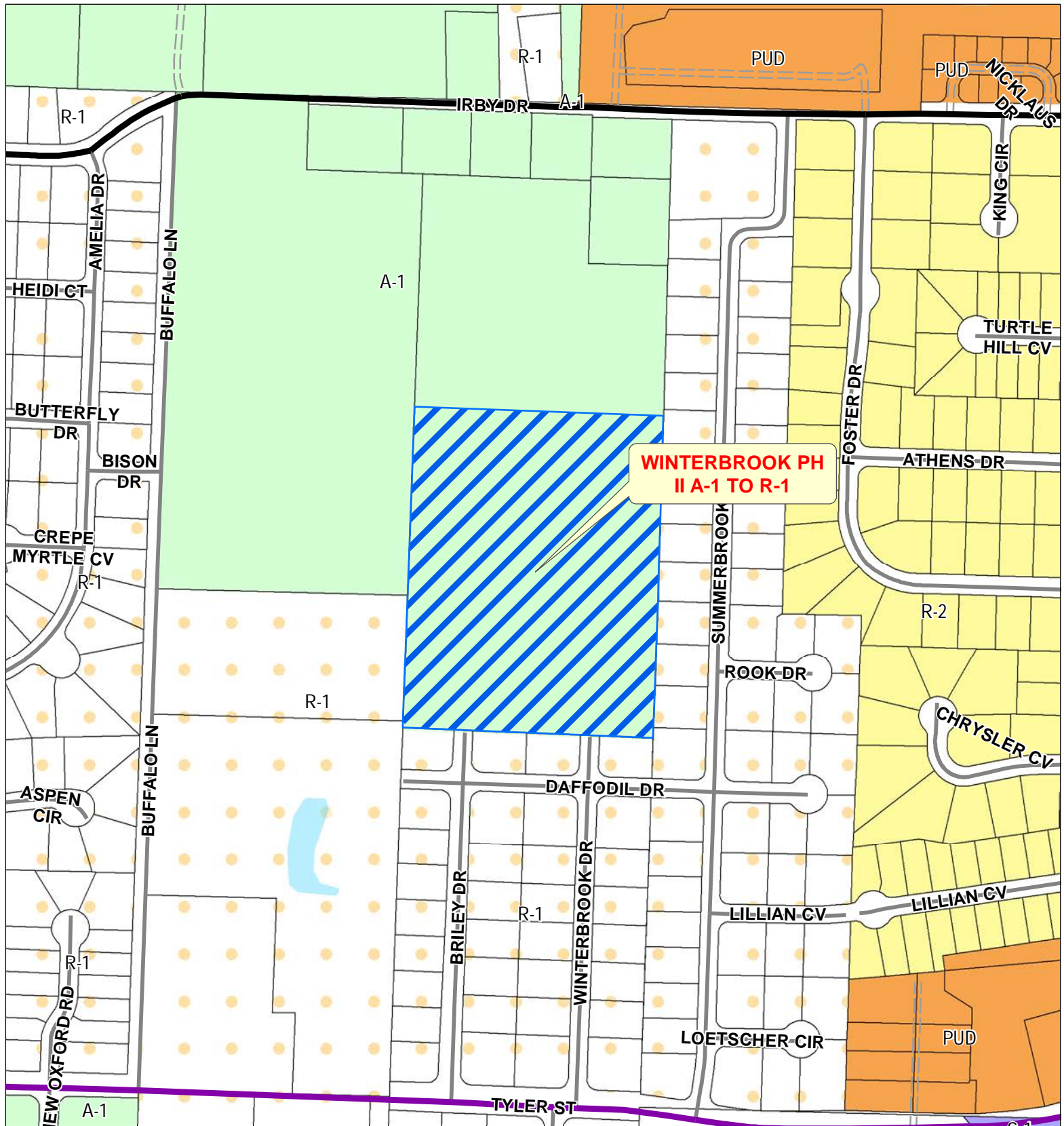
Re: Request to rezone property identified as Winterbrook Subdivision, Phase 2 from A-1 to R-1

Hal Crafton/Rush-Hal Development has submitted a request to rezone from A-1 (Agricultural) to R-1 (Single-Family Residential) property identified as Winterbrook Subdivision, Phase 2 located in the 3300 Block of Tyler Street with the legal description:

A Part Of The Sw1/4 Nw1/4 And Part Of The Nw1/4 Nw1/4 All In Section 3, T-5-N, R-14-W, Faulkner County, Arkansas Being More Particularly Described As Follows: Beginning At A Found 1/2" Pipe For The Ne Corner Of Said Sw1/4 Nw1/4; Thence Along The East Line Of Said Sw1/4 Nw1/4, Said Line Also Being The West Line Of Summerbrook Subdivision, S02°08'02" W A Distance Of 337.63' To A Found Rdf Cap Being The Ne Corner Of Winterbrook Subdivision Phase 1, As Shown In Plat Book L, Page 275, In The Records Of Faulkner County, Arkansas; Thence Along The North Line Of Said Phase 1 N87°51'58" W A Distance Of 654.77' To A Found Rdf Cap Being The Nw Corner Of Said Phase 1; Thence Leaving Said North Line N01°35'42" E A Distance Of 350.18' To A Set 1/2" Rebar W/ Cap (1363); Thence N01°50'17" E A Distance Of 504.58' To A Set 1/2" Rebar W/ Cap (1363); Thence S87°51'58" E A Distance Of 657.66' To A Set 1/2" Rebar W/Cap (1363) Being On The East Line Of Said Nw1/4 Nw1/4; Thence Along Said East Line, Said Line Also Being The West Line Of Summerbrook Subdivision S01°48'03"W A Distance Of 517.11' To The Point Of Beginning, Containing 12.90 Acres More Or Less.

was reviewed by the Planning Commission at its regular meeting on February 21, 2017. The Planning Commission voted 7-0 that this request be forwarded to the City Council with a recommendation for approval.

Please advise if you have any questions.



DESCRIPTION
APPLICATION FOR REZONING
A-1 TO R-1
HAL CRAFTON

12.87 ac

Residential		Industrial		Special	
R-1	MF-1	I-1	SP	S-1	A-1
R-2A	MF-2	RU-1	S-2	S-2	PUD
R-2	MF-3	I-3	S-3	S-3	TJ
HR	RMH				
SR					
Commercial		Office			
C-1	O-1				
C-2	O-2				
C-3	O-3				
C-4					

City of Conway
Planning & Development

THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER.
THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS OR ACCURACY OF ANY FEATURES ON THIS MAP. THIS DOCUMENT IS TO BE USED FOR REFERENCE PURPOSES ONLY.
www.cityofconway.org/planning-development
www.cityofconway.org/page/36

200
Feet
FEB 2017

DONATION and EASEMENT AGREEMENT

This is a Donation Agreement (the "Donation Agreement") for certain real property located within the City of Conway, Arkansas ("Property"), dated and effective as of this ___ day of _____, 201__, between **Southridge Village, LLC** ("Donor", "SVR") and **City of Conway, Arkansas**, a **City Government** ("Donee", "City").

RECITALS

This Donation Agreement is made and entered into on the basis of the following facts and understandings of the parties hereto:

- A. Donor is the owner of the Property more particularly described on "Exhibit A".
- B. Donor has not constructed any improvements on the Property and as such the Property is presently unimproved. Donor has not occupied the Property for its own use.
- C. Donor is unwilling to make any representations or warranties whatsoever regarding the Property and Donor is only willing to grant Donee the Property on an "**as is, where is**" and "**with all faults**" basis.
- D. Donee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Property from Donor. Accordingly, Donee is willing to accept the Property from Donor without any representations or warranties whatsoever regarding the Property and on an "**as is, where is**" and "**with all faults**" basis.

AGREEMENT

1. DONATION.

- 1.1 **Closing Costs.** Donor shall pay all costs associated with the transfer of the Property, including but not limited to attorney's fees, agents fees and recording costs ("Closing Costs").
- 1.2 **Transfer.** Donor agrees to donate the Property to Donee and Donee agrees to accept the Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Property to Donee, Donee shall perform all of Donee's obligations hereunder set forth in Section 2.2 of this Donation Agreement.
- 1.3 **Title.** Title shall be transferred on the Closing Date via a quit claim deed or its equivalent.

1.4 **Further Assurances.** Donee and Donor agree to execute all instruments and documents and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Property and shall use their best efforts to close in a timely manner.

1.5 City **responsibilities.** The City has agreed to the following:

(a) The Property will be included in the calculation of density within the proposed SRV development.

(b) The City will provide SVR with a survey of the Property including the additional lands owned by SVR that are part of a future development by SVR.

(c) The City will not construct any pavilions on the Property in order to discourage the public from parking on SVR's remaining land.

(d) The City is aware that SVR may be proposing further construction by SVR of independent living units within the remaining property owned by SVR presently within the lands covered by the Conditional Use Permit. The applicable departments within the City have agreed to co-operate with SVR and to assist in ensuring any such application/proposed development would be in compliance with applicable zoning and ordinance requirements. All proposed developments would still be subject to approval the Planning Commission and/or Conway City Council.

2. **ACKNOWLEDGMENTS, AND RELEASE.**

2.1 **DONEE'S ACKNOWLEDGMENTS.** DONEE ACKNOWLEDGES THAT DONEE IS ACCEPTING THE PROPERTY SOLELY IN RELIANCE ON DONEE'S OWN INVESTIGATION, AND THE PROPERTY IS IN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. DONEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENT OF DONOR HEREIN, AND EXCEPT AS OTHERWISE SPECIFIED HEREIN, DONOR MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO THE PROPERTY OR ANY MATTER RELATED THERETO, OR (WITHOUT LIMITATION) TO ANY OF THE FOLLOWING MATTERS:

(a) **Soils, Etc.** Soils, seismic, hydrological, geological and topographical conditions and configurations.

(b) **Artifacts.** Archeological, prehistoric and historic artifacts, remains and relics.

(c) **Endangered Species.** Endangered plant, animal and insect species.

- (d) Hazardous Materials. Hazardous Materials and other environmental conditions, including without limitation, lead-based paint, asbestos and mold.
- (e) Physical Defects. Physical and mechanical defects in or on any Property, including without limitation, the plumbing, heating, air conditioning and electrical systems and the roof, floor, ceilings, walls and other internal structural components of any buildings or improvements.
- (f) Land and Floor Area. The area of the land and the square footage contained in any buildings or improvements.
- (g) Utilities, Schools, Etc. Availability of adequate utilities, water, schools, public access, and fire and police protection.
- (h) Assessment Districts. The status and nature of any assessment districts and the amount of any assessment liability.
- (i) Planning and Zoning. Present, past or future conformity of any Property with planning, building, zoning, subdivision and development statutes, ordinances, regulations and permits, the general plan and the specific plan.
- (j) Development Fees. The character and amount of any fee, charge or other consideration which must be paid by Donee to develop any Property.
- (k) Title. The condition of title to any Property, including but not limited to the existence of any easement, license or encroachment whether or not a matter of public record, and whether or not visible upon inspection of such Property.
- (l) Taxes. The status of any general or special real property taxes or assessments or personal property taxes or any other taxes and assessments applicable to the Property.
- (m) Other Matters. Any other matter relating to any Property or to the development or operation of any Property, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability and investment return.

2.2 **RELEASE.**

- (a) **RELEASE.** DONEE FULLY RELEASES AND DISCHARGES DONOR FROM AND RELINQUISHES ALL RIGHTS, CLAIMS AND ACTIONS THAT DONEE MAY HAVE OR ACQUIRE AGAINST DONOR WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION (A) ANY MATTER SET FORTH IN SECTION 2.1 ABOVE, (B) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT ANY PROPERTY (INCLUDING BUT NOT LIMITED TO ANY UNDISCOVERED HAZARDOUS MATERIALS LOCATED BENEATH THE SURFACE OF THE PROPERTY) AND (C) VIOLATIONS OF ANY HAZARDOUS MATERIALS LAWS PERTAINING TO THE

PROPERTY OR THE ACTIVITIES THEREON. THIS RELEASE APPLIES TO ALL DESCRIBED RIGHTS, CLAIMS AND ACTIONS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PRESENT OR FUTURE. **MEANING.** FOR PURPOSES OF THIS SECTION 2.2, ALL REFERENCES TO "DONOR" SHALL INCLUDE: (A) DONOR'S PARENT, SUBSIDIARY AND AFFILIATE CORPORATIONS, (B) DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS, AND (C) THE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS OF DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS.

(b) EFFECTIVENESS. THE PROVISIONS OF THIS SECTION 2 SHALL BE EFFECTIVE AS OF THE CLOSING DATE AND SHALL SURVIVE THE CLOSING DATE OR TERMINATION OF THIS DONATION AGREEMENT.

(c) EARTH WORK and EXCAVATION. Donee shall be responsible for the cost of any and all work performed by the City of Conway to improve the Property. However, Donor has agreed to co-ordinate, to the best of their ability, the earth work and excavation in conjunction with the improvements to the remaining property of Southridge Village and to share in the cost of such earth work and excavation to the remaining property of Southridge Village in an equal manner with Southridge Village, LLC as a separate and distinct project.

3. CLOSING DATE. IF THE CLOSING DATE DOES NOT TIMELY OCCUR DUE TO THE DEFAULT OF DONEE, (A) DONEE SHALL HAVE NO FURTHER RIGHT TO RECEIVE THE PROPERTY AND (B) DONOR SHALL BE FREE TO DISPOSE OF THE PROPERTY IN ANY WAY IT SEES FIT.

4. EASEMENT.

4.1 Donor does hereby grant, bargain, and convey unto the City of Conway, Arkansas, a permanent non-exclusive rights-of-way and easements to construct, remove, re-construct, enlarge, maintain, inspect, repair, and operate recreation facilities such as, but not limited to, multi-use trails, trailheads, etc. and appurtenances thereto, with right of ingress and egress to and from the same, on, over, across, and under the following described lands:

Legal Description - See Attached Exhibit "B "

4.2 A sketch of this grant is attached as Exhibit "C" and is to be considered as a part of this Recreation Easement grant document. It is understood that this sketch is descriptive only of the size, shape, and location of the easement and does not constitute a plat or survey of the Donors' property.

4.3 The Donor or their successors shall not cause to be constructed any buildings, structures, fences, or other improvements (other than driveways and paved parking areas) within the above described easements, and no trees shall be planted by Donor or their successors on said easement. Donor or their successors shall not be entitled

to any compensation for fences, growing crops, or structures which may be removed or disturbed within this permanent easement by virtue of Donees' exercise of the rights under this agreement, unless agreed upon in writing among the Donor and Donee.

4.4 Notwithstanding anything to the contrary herein, Donor shall have the right to construct, maintain, repair and replace a driveway for pedestrian and vehicular ingress and egress from the remaining lands owned by Donor ("Donor's access") Donee shall take no action to prevent the Donor's enjoyment of Donor's access. Donee agrees, upon the construction of the Donor's access, to erect such appropriate and necessary devices and/or signage as are appropriate and necessary to secure the safety of the Recreation Easement.

4.5 Donee agrees to repair any damage to Donor's driveways, sidewalks, parking areas, lawn, or pastures that result from the exercise of rights and privileges contained within the easement and right of way and Temporary Construction Easement described herein. Said damages to driveways, sidewalks, parking areas, lawn, or pastures shall be restored by Donee as close as is reasonable to the original condition.

4.6 Donor may close the Recreation Easement granted to Donee for public uses in the event the landowner liability protection afforded by A.C.A §18-11-301 to §18-11-307 is repealed or altered in a manner which would materially increase Donors' liability, or the Donee elects not to provide reasonable insurance coverage or otherwise does not agree to hold Donor harmless against potential liability to public users of the Recreation Easement.

4.7 It is further understood that the Donor or his successors shall convey no parallel rights to any person, utility, or corporation on, across, or under said right of way/easement without the express written permission of Donee.

4.8 It is further understood that the Donee or its successors shall convey no parallel rights to any person, utility, or corporation on, across, or under said right of way/easement without the express written permission of Donor. All Easements listed above (including right of ways), other than the Temporary Construction Easement, shall be perpetual unto Donee, unless and until Donee formally abandons the Easements.

5. GENERAL PROVISIONS

5.1 **Successors and Assigns.** This Donation Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. Notwithstanding the foregoing, Donee may not transfer, assign or encumber Donee's rights under this Donation Agreement without Donor's prior written approval.

5.2 **Entire Agreement.** This Donation Agreement contains the entire agreement

between the parties concerning the Donation and sale of the property, and supersedes all prior written or oral agreements between the parties to this Donation Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.

- 5.3 **Time of Essence.** Donor and Donee hereby acknowledge and agree that time is strictly of the essence with respect to each term and condition of this Donation Agreement and that the failure to timely perform any of the terms and conditions by either party shall constitute a breach and default under this Donation Agreement by the party failing to so perform.
- 5.4 **Partial Invalidity.** If any portion of this Donation Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Donation Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Donation Agreement.
- 5.5 **Governing Law.** The parties intend and agree that this Donation Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.
- 5.6 **No Third Parties Benefits.** No person other than Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Donation Agreement.
- 5.7 **Waivers.** No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either party of the same or any other provision.
- 5.8 **Captions.** The captions and Section numbers of this Donation Agreement are for convenience and in no way define or limit the scope or intent of the Sections of this Donation Agreement.
- 5.9 **Counterparts.** To facilitate execution, this Donation Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.
- 5.10 **No Presumption.** All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Donation Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or

other rule of construction whereby any ambiguities within this Donation Agreement would be construed or interpreted against the party causing the document to be drafted.

5.11 **Notices.** Any notices or other communication required or permitted under this Donation Agreement shall be in writing, and shall be (a) personally delivered, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) by overnight delivery by a reputable courier to the address of the party set forth in this Section or (d) telecopied to the Fax number of the party set forth in this Section. Such notice or communication shall be deemed given (i) if sent by personal delivery or by overnight courier, when delivered in person, (ii) if sent by telecopier, when evidence of successful transmission by telecopier has been received by sender or, (iii) in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the Donee:

City of Conway
Attn: Chuck Clawson, City Attorney
1234 Main St
Conway, AR 72034

If to the Donor:

Southridge Village, LLC
Attn: Elizabeth Blankenship
1306 S Donaghey Ave
Conway, AR 72034

5.12 **Joint and Several.** If more than one person or entity has executed this Donation Agreement as Donee, the obligations of all such persons or entities hereunder shall be joint and several.

[Signatures on the next page]

DONEE:
CITY OF CONWAY

By: Signature: _____

Print Name: _____

Title: _____

DONOR:

SOUTHRIDGE VILLAGE, LLC

By: Signature: _____

Print Name: _____

Title: _____

Exhibit A

Tract 2:

Commencing at a found PK nail at the NW corner of said N1/2 NW1/4 NW1/4; thence S88°06'43"E, 192.69 feet to the point of beginning; thence S88°06'43"E, 1091.30 feet to the NE Corner of said N1/2 NW1/4 NW1/4; thence along the East line of said N1/2 NW1/4 NW1/4, S02°03'18"W, 336.83 feet; thence leaving said East line, N57°43'47"W, 36.83 feet; thence N54°37'53"W, 218.07 feet; thence N69°31'21"W, 308.21 feet; thence N79°26'20"W, 179.73 feet; thence N80°00'32"W, 315.39 feet; thence N73°56'26"W, 81.28 feet; thence N62°40'46"W, 17.43 feet to the point of beginning, containing 3.05 acres more or less.

Subject to all roadways, easements and reservations that are of record or physically in place.

Exhibit B

LEGAL DESCRIPTION OF PROPOSED EASEMENT AREA

PROJECT TITLE:
 Survey For
 Southridge Properties LLC.
 Being a part of the 11/22 189/1 1/2 Section 24, T-5-N

DATE: _____
 REVISION OR REASON MADE: _____

DATE: 11-14-18
 SCALE: 1 inch equals 20 feet
 PROJECT A.S. NO.: 118-0213 (2018)P
 DRAWN BY: _____
 CHECKED BY: _____
 SHEET NO.: 1 OF 1
 SHEET CODE: 200-02-189-1-1-0213-11-18

TYLER GROUP
 200 W. MAIN ST. SUITE 200
 WASHINGTON, DC 20005
 TEL: 202-331-1100
 FAX: 202-331-1101
 WWW.TYLERGROUP.COM

NO.	DATE	DESCRIPTION
1	11/14/18	ISSUED FOR PERMIT
2	11/14/18	ISSUED FOR PERMIT
3	11/14/18	ISSUED FOR PERMIT
4	11/14/18	ISSUED FOR PERMIT
5	11/14/18	ISSUED FOR PERMIT
6	11/14/18	ISSUED FOR PERMIT
7	11/14/18	ISSUED FOR PERMIT
8	11/14/18	ISSUED FOR PERMIT
9	11/14/18	ISSUED FOR PERMIT
10	11/14/18	ISSUED FOR PERMIT



THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1907 AND THE SURVEYING ACT OF 1947, AND THE SURVEYING ACT OF 1964, AND THE SURVEYING ACT OF 1970, AND THE SURVEYING ACT OF 1976, AND THE SURVEYING ACT OF 1982, AND THE SURVEYING ACT OF 1988, AND THE SURVEYING ACT OF 1994, AND THE SURVEYING ACT OF 2000, AND THE SURVEYING ACT OF 2006, AND THE SURVEYING ACT OF 2012, AND THE SURVEYING ACT OF 2018.

NO.	DATE	DESCRIPTION
1	11/14/18	ISSUED FOR PERMIT
2	11/14/18	ISSUED FOR PERMIT
3	11/14/18	ISSUED FOR PERMIT
4	11/14/18	ISSUED FOR PERMIT
5	11/14/18	ISSUED FOR PERMIT
6	11/14/18	ISSUED FOR PERMIT
7	11/14/18	ISSUED FOR PERMIT
8	11/14/18	ISSUED FOR PERMIT
9	11/14/18	ISSUED FOR PERMIT
10	11/14/18	ISSUED FOR PERMIT

Exhibit C

SKETCH OF PORPOSED EASEMENT AREA

Sketch of Proposed Easement



ROBYNMAR RANCH

1115
BAKER, JAMES

NICOLE

1945
RANDALL, THOMAS M & NANCY E

MULHEARN, ROBERT TRAVIS & AMANDA COPLEY TRUSTEES M
ADAMS, JUNE GUYOT TRUSTEE ADAMS, JUNE GUYOT LIVING

1125

DOLJAR, JACKIE K & LINDA K

1110

KOKENULLER, HELEN TRUSTEE KOKENULLER, HELEN REVOC T

1135

GRAY PAUL A & GRAY, LISA R

CHARLOTTE

SPRINGWOOD

1120

SCHEDLER, NORBERT O & SCHEDLER, CAROLE E

1125

O'DONNELL, DONALD P & LINDA S

1115

HOGUE, C GLENN & HOGUE, GINNY M

1105

SPENCER, ROY A & KATHY

CITY OF CONWAY

BLANKENSHIP DEVELOPMENT, LLC

PROPOSED
APRX: 3.05 ac

CITY OF CONWAY, LLC

1306

BLANKENSHIP DEVELOPMENT, LLC

SOUTHRIDGE PROPERTIES, LLC

1330

EGGERSON, LATRACI



City of Conway, Arkansas
Parks & Recreation Department

Steve Ibbotson, Director

www.cityofconway.org

February 21st, 2017

Mayor Bart Castleberry
Conway City Council
1201 Oak Street
Conway, AR 72032

Re: RFQ Recommendation for tennis facility

Dear Mayor Castleberry,

The Parks and Recreation Department advertised a request for qualifications to design and plan a tennis facility that were open on Tuesday, February 21st, 2017 @ 2:00pm in City Hall.

The department received two submittals from the following groups:

- Crafton Tull is an engineering/architect firm located in Conway. They teamed with A.M.R. Architects to work on the tennis facilities.
- Rik Sowell is an architect firm located in Conway. They teamed with White-Daters, engineering firm and Australian Courtworks to work on the tennis facilities.

On February 21st the committee comprised of Mayor Bart Castleberry, Jamie Brice – Purchasing Manager, and myself, Steve Ibbotson reviewed the submittals. The committee agreed to recommend to the Council, the team of Rik Sowell Architects to be the design, planning and drawing firm for the tennis facility to be located in Laurel Park.

Thank you for your consideration in this matter.

Sincerely,

Steve Ibbotson
Parks Director

Michael O. Garrett
Clerk-Treasurer
cityclerk@cityofconway.org



City of Conway
1201 Oak Street
Conway, Arkansas 72032
501-450-6100
501-450-6109 Fax

Results of interest rate quotes for
Completion of the City of Conway Expo
Center and Fairgrounds
(February 22, 2017)

First Security Bank	3.07
Simmons Bank	3.35
Centennial Bank	4.25



City of Conway, Arkansas
Ordinance No. O-17-__

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A PROMISSORY NOTE TO PROVIDE SHORT-TERM FINANCING UNDER AMENDMENT NO. 78 TO THE ARKANSAS CONSTITUTION FOR CERTAIN CONSTRUCTION IMPROVEMENTS TO THE CONWAY EXPO CENTER; PROVIDING FOR PAYMENT OF THE PRINCIPAL AND THE INTEREST ON THE NOTE; APPROPRIATING FUNDS FROM GENERAL REVENUES; REPEALING ANY OTHER ORDINANCES IN CONFLICT HERewith; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.

WHEREAS, the City of Conway, Arkansas (the "City") is authorized and empowered under the provisions of Amendment No. 78 to the Arkansas Constitution ("Amendment No. 78") and Act No. 1808 of 2001 (codified as Arkansas Code Annotated § 14-78-101, *et seq.*, the "Act"), to incur short term financing obligations maturing over a period of, or having a term not to exceed five (5) years for the purpose of acquiring, constructing, installing and renting real property or tangible personal property having an expected useful life of more than one year; and

WHEREAS, it is proposed that the City issue its Promissory Note in the principal amount up to \$2,800,000 (the "Note") under Amendment No. 78 and the Act for the purpose of providing financing for all or a portion of the cost for certain construction improvements to the Conway Expo Center (the "Project"); and

WHEREAS, the City intends to arrange for the loan (the "Loan") from a financial institution (the "Lender") and to issue the Note to the Lender at a price of par in consideration for the Loan.

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

SECTION 1: The City of Conway City Council (the "City Council") hereby finds that the Project is real or tangible personal property having a useful life of more than one year. The City Council further finds that the sum of the principal amount of the proposed Promissory Note and the outstanding principal amount of the City's other promissory notes issued under the authority of Amendment 78 do not exceed five percent (5%) of the assessed value of taxable property located within the City as determined by the last tax assessment completed before the issuance of the proposed Promissory Note.

SECTION 2: Under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment No. 78 and the Act, the issuance of the Promissory Note in the principal amount of up to \$2,800,000 is hereby authorized for the purpose of financing all or a portion of the cost of the Project. The Note shall be dated the date of its issuance and shall bear interest on the outstanding principal amount at a fixed rate of _____% per annum (calculated on the basis of the actual number of days elapsed in a year of 365 days (366 days in a leap year). The Note shall be repaid within five years from the first draw thereunder, and the Note shall commence to bear interest as of such date as contemplated by Arkansas Code Annotated § 14-78-102(4). The Note shall be issued in fully registered form.

SECTION 3: _____ has been selected by the Mayor, and approved by the City Council, based upon the commitment or proposal for the Loan that the Mayor has determined to have the lowest cost to the City after soliciting proposals or commitments for the Loan and receiving such proposals and commitments on February 22, 2017 from at least three financial institutions having offices in Faulkner County.

SECTION 4: It is expected that the first draw on the borrowings will occur on or about March 6, 2017 and the City will execute the Note immediately prior to such draw. Interest will begin to accrue on only the amount borrowed as of the date of each draw.

SECTION 5: As provided in Amendment No. 78, the debt service payments on the Note shall be charged against and paid from the general revenue of the City within five years, but not later than five (5) years from the date of the first draw on the Note when the obligation commences to bear interest, as contemplated by Arkansas Code Annotated § 14-78-102(4). For the purpose of making the annual debt service, there is hereby, and shall be, appropriated to pay the Note, an amount of general revenue of the City sufficient for such purposes. The City's Director of Finance is hereby authorized and directed to withdraw from the general revenues of the City the amounts at the times necessary to make the annual debt service payments on the Note. The source for such funds may be the Two Cent Sales and Use Tax on prepared food dedicated by action of the City Council to parks capital projects or any other source funded from general revenues of the City.

SECTION 6: The Mayor and City Clerk, for and on the behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the issuance execution, and delivery of the Note, and the performance of all acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor and City Clerk are hereby further authorized and directed, for and on behalf of the City, and 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. The City covenants that it shall not take any action or suffer or permit any action to be taken or conditions to exist which causes or may cause the interest payable on the Note to be included in gross income for federal income tax purposes. Without limiting the generality of the foregoing, the City covenants that the proceeds of the Note will not be used directly or indirectly in such manner as to cause the Note to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The City covenants that it will submit to the Secretary of the Treasury of the United States, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Note is issued, a statement as required by Section 149(e) of the Code. The City represents that it has not used or permitted the use of, and covenants that it will not use or permit the use of the proceeds of the Note, in such manner as to cause the Note to be "private activity bonds" within the meaning of Section 141 of the Code. The City covenants that it will take no action which would cause the Note to be "federally guaranteed" within the meaning of Section 149(b) of the Code. Nothing in this Article shall prohibit investments in bonds issued by the United States Treasury.

SECTION 7: In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this Ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not be affect the remaining portions of this Ordinance, which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this Ordinance.

SECTION 8: All ordinances or resolutions of the City in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 9: Funds provided through the issuance of the Note are hereby appropriated and budgetary authority is provided for the Project in an amount up to \$2,800,000.

SECTION 10: Funds provided shall be appropriated from the Parks & Rec A&P Loan Proceeds account (252.000.4370) into the Parks and Rec Expo Center CIP – Miscellaneous account (252.158.5990) as money is borrowed and received for the Project in an amount of up to \$2,800,000.

PASSED on this 28th day of February, 2017.

Approved:

Attest:

Mayor Tab Townsell

Michael O. Garrett
City Clerk/Treasurer

Memo

To: Mayor Bart Castleberry
City Council Members
From: Chief Winter
Date: Tuesday, February 28, 2017
Re: 2017-08 identiFINDER Detector

On February 15, 2017 at 10:00am at City Hall; bids were received for an identiFINDER detector for the Conway Fire Department Bomb Squad. The following bid was submitted; it is tabulated as follows:

- 3South, LLC \$ 34,849.25

We recommend the approval of the submitted bid by 3South, LLC for the purchase of this item.

Please advise if you have any questions.

MEMORANDUM

TO: City Council Members/Mayor Bart Castleberry

FROM: Chief Jody Spradlin

DATE: February 28, 2017

SUBJECT: Request for disposal of assets

The Conway Police Department has a K9 that is ready to retire. K9 Dax has medical issues that prohibit him from being able to continue to work. I would like to request to retire K9 Dax, and remove him from the City's inventory.

I would like to also request the K9 Dax be turned over to his handler, Officer Richard Shumate.

Thank you for your consideration.