

City of Conway Council Agenda

Council Meeting Date:March 10th, 20155:30pm - Committee Meeting:No Committee Meeting6:30pm - Council MeetingImage: Image: Imag

Mayor Tab Townsell City Clerk Michael O. Garrett City Attorney Chuck Clawson

<u>City Council Members</u> Ward 1 Position 1 – Andy Hawkins Ward 1 Position 2 – David Grimes Ward 2 Position 1 – Wesley Pruitt Ward 2 Position 2 – Shelley Mehl Ward 3 Position 1 – Mark Ledbetter Ward 3 Position 2 – Mary Smith Ward 4 Position 1 – Theodore Jones Jr. Ward 4 Position 2 – Shelia Whitmore

1. Report of Standing Committees:

A. Public Hearings:

- 1. Public Hearing Utility Easement Closing to discuss the closing of a utility easement located between Lots 5 & 6 and Lots 6 &7 in the Centerstone Subdivision Phase IV
 - a. Ordinance discuss the closing of a utility easement located between Lots 5 & 6 and Lots 6 & 7 in the Centerstone Subdivision Phase IV

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

- 1. Ordinance authorizing the issuance of sales and use tax capital improvement and refunding bonds for certain street improvement.
- 2. Ordinance appropriating funds to purchase certain equipment for the Conway Airport.
- 3. Consideration to approve a change order request for the t-hangars located at the Conway Airport.
- 4. Consideration to amend the Acxiom airport property lease agreement at the Old Cantrell Field property.
- 5. Ordinance creating and adopting by reference the Markham Street Neighborhood Specific Plan for the City of Conway.
- C. Public Services Committee (Sanitation, Parks & Recreation & Physical Plant)
 - 1. Consideration to enter into a five year agreement with Terracon Consultants for landfill testing at the Sanitation Department.
 - 2. Ordinance waiving bids for repairs to the landfill compactor at the Sanitation Department.

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

1. Consideration to purchase additional storage for the Information Technology Department.

E. New Business

1. Ordinance to regulate door to door solicitors and peddlers within the City of Conway.

Adjournment

PH/1A-1



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

AN ORDINANCE CLOSING THE UTILITY EASEMENTS LOCATED BETWEEN LOTS 5 AND 6 AND LOTS 6 AND 7, CENTERSTONE SUBDIVISON, PHASE IV; AND FOR OTHER PURPOSES;

Whereas, a petition was duly filed with the City Council of the City of Conway, Arkansas on the 24th day of February, 2015 asking the City Council to vacate and abandon the utility easements located between Lots 5 and 6 and Lots 6 and 7, Centerstone Subdivision, Phase IV.

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 an 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 utility easement between Lots 5 and 6 and Lots 6 and 7, Centerstone Subdivision, Phase IV to be vacated have filed with the council their written consent to the abandonment; and that public interest and welfare will not be adversely affected by the abandonment of this portion of the said utility 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 all its rights, together with the rights of the public generally, in and to the portion of the utility easement designated as follows:

The 15 foot utility easements between Lots 5 and 6 and Lots 6 and 7, Centerstone Subdivision, Phase IV.

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.

Section 3. This ordinance shall take effect and be in force from and after its passage.

Passed this 10th day of March, 2015.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett City Clerk/Treasurer





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

February 12, 2015

Central Arkansas Professional Surveying, LLC Starla Wood 1021 Front Street Conway, AR 72032

Dear Starla:

The purpose of this letter is to confirm AT&T's concurrence in the release of its interest in the 15' utility easements between Lots 5 & 6, and Lots 6 & 7 of the Centerstone Subdivision, Phase IV, to the City of Conway, Arkansas.

AT&T has no facilities within these dedications and has no plans to use them in the future.

Questions concerning facilities in and around the Conway area should be directed to Lannie Page at <u>lp1318@att.com</u>. Questions concerning easements should be directed to me.

Sincerely,

Lynda Palmer

CC: Lannie Page, Engineer



February 11, 2015

Central Arkansas Professional Surveying, LLC Attn: Starla Wood 1021 Front St Conway, Ar 72032

RE: Abandonment of Easement

Dear Ms. Wood:

Centerpoint Energy has reviewed the request to abandon the following easement and we do not have any conflicts with the closing of this easement.

Lots 5 & 6 and Lots 6 & 7 Centerstone Subd. Phase IV.

Thank You,

Janya Malcola

Dennis Fisher Tanya Malcolm



Operators of the City-owned Electric, Electronic & Water Systems

March 6, 2015

The Honorable Tab Townsell Mayor of Conway City Hall 1201 Oak Street Conway, AR 72032

Re: Easement abandonment in Centerstone Subdivision, Phase IV, Conway, Faulkner County, Arkansas.

Dear Mayor Townsell:

Conway Corporation has no objections to the request to the 15 foot utility easement on the common lot line of Lots 5 & 6 of Centerstone Subdivision, Phase IV. The request to abandon the 15 foot utility easement on the common lot line of Lots 6 & 7 of Centerstone Subdivision, Phase IV is approved **only** when the existing house on Lot 6 is to be removed. We request to keep this easement in place until that time.

If you have any questions, please let me know.

Respectfully yours,

CONWAY CORPORATION

Delie Duffe

Leslie Guffey Engineering and Planning

Procedure mandated by Arkansas State Statute 14-199-103. (a) §§ 14-301-301 - 14-301-306.(b)

Petition of written consent for the Vacating of Easement For the intent of Public Use

Name of Street or Alley, (or portion thereof), to be vacated: 15' Utility Easements between lots 5 & 6 and Lots 6 & 7 of Centerstone Subdivision Phase IV

Abutting property owners:

Address Name PO Box 11778. CONWAY AR 72034 SALTER A QUISITIONS, LLC 1830 Stanley Russ Road MOIX FAMILY, LLC Conwan 7.303 Marche Lateral Road ELIZABETH MOIX North Little Rock, AR 72118 Elizabeth

ORDINANCE NO. O-15-___

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF OF SALES AND USE TAX CAPITAL IMPROVEMENT AND **REFUNDING BONDS, SERIES 2015, FOR THE PURPOSE OF REFUNDING THE CITY'S OUTSTANDING SALES AND USE TAX** CAPITAL IMPROVEMENT AND REFUNDING BONDS, SERIES 2012, FINANCING CONSTRUCTION. EXTENSION AND THE AND **IMPROVEMENT OF CERTAIN CITY STREETS; AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE PURSUANT** TO WHICH THE BONDS WILL BE ISSUED AND SECURED; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT PURSUANT TO WHICH THE BONDS WILL BE OFFERED: AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A **CONTINUING DISCLOSURE AGREEMENT; PRESCRIBING OTHER** MATTERS RELATING THERETO; AND DELARING AN EMERGENCY.

WHEREAS, the City Council of the City of Conway, Arkansas (the "City") has determined that there is a critical need for a source of revenue to finance the construction, extension and improvement of certain City streets (the "Project"); and

WHEREAS, the City is authorized and empowered under the provisions of the Constitution and laws of the State of Arkansas, including particularly Amendment 62 to the Constitution of the State of Arkansas ("Amendment 62") and Arkansas Code Annotated (1998 Repl. & 2013 Supp.) Sections 14-164-301 *et seq.* (as from time to time amended, the "Local Government Bond Act"), to issue and sell its capital improvement bonds to finance the costs of various capital improvements such as those comprising the Project, which capital improvement bonds may be secured by and payable from the receipts of the special city-wide sales and use tax authorized by the Local Government Bond Act; and

WHEREAS, pursuant to the authority of Amendment 62 and the Local Government Bond Act, the City has previously issued its Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2012 (the "Series 2012 Bonds"), presently outstanding in the aggregate principal amount of \$_____; and

WHEREAS, the provisions of the Municipal General Sales and Use Tax Act of 1981, codified as Arkansas Code of 1987 Annotated (2008 Repl. & 2013 Supp.) Sections 26-75-201 *et seq.* (as from time to time amended, the "Municipal General Sales and Use Tax Act"), authorizes the levy of general citywide sales and use taxes; and

WHEREAS, pursuant to the provisions of Ordinance No. O-11-108 of the City, adopted and approved on December 13, 2011 (the "General Sales and Use Tax Levying Ordinance"), there has previously been levied a general citywide sales and use tax at the rate of one-eighth of

one percent (0.125%) under the provisions of the Municipal General Sales and Use Tax Act (the "General Sales and Use Tax"), which levy was approved by the qualified electors of the City at a special election held February 14, 2012; and

WHEREAS, pursuant to the provisions of Ordinance No. O-14-48 of the City, adopted and approved on June 10, 2014 (the "Election Ordinance"), there was submitted to the qualified electors of the City the questions of (i) the issuance of not to exceed \$7,500,000 in principal amount of refunding bonds pursuant to Amendment 62 and the Local Government Bond Act for the purpose of refunding the Series 2012 Bonds, and (iii) the issuance of not to exceed \$21,000,000 in principal amount of capital improvement bonds pursuant to Amendment 62 and the Local Government Bond Act for the purpose of financing the Project, said refunding bonds and capital improvement bonds to be secured by a pledge of and lien upon all of the receipts of a special citywide sales and use tax at the rate of one-eighth of one percent (0.125%) levied pursuant to the Local Government Bond Act (the "Special Sales and Use Tax") and, to the extent needed to pay scheduled debt service on the refunding bonds, a pledge of and lien upon all of the receipts of the General Sales and Use Tax; and

WHEREAS, at a special election held September 9, 2014, a majority of the qualified electors of the City voting on the aforementioned questions approved the issuance of the refunding bonds and the capital improvement bonds, the corresponding levy of the Special Sales and Use Tax, and the pledge of the receipts of the General Sales and Use Tax and the Special Sales and Use Tax to the payment of the refunding bonds and the capital improvement bonds; and

WHEREAS, as authorized under the provisions of Amendment 62 and the Local Government Bond Act, and as approved by the qualified electors of the City, the City has now determined to issue and sell its Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2015, in the principal amount of \$_____ (the "Bonds"), for the purposes of refunding all of the outstanding Series 2012 Bonds and financing the Project; and

WHEREAS, the City has made arrangements for the sale of the Bonds to Stephens Inc. and Crews & Associates, Inc. (the "Underwriters"), pursuant to the terms of a Bond Purchase Agreement between the City and the Underwriters (the "Bond Purchase Agreement") in substantially the form presented to and before this meeting;

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

Section 1. Under the authority of the Constitution and laws of the State of Arkansas, including particularly Amendment 62 to the Constitution of the State of Arkansas and the Local Government Bond Act, there is hereby authorized the issuance of bonds of the City to be designated as "Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2015" (the "Bonds"). The Bonds shall be issued in the original aggregate principal amount of Dollars (\$_____), shall mature (or be subject to mandatory sinking fund redemption) on the dates, and shall bear interest as follows:

Maturity Date	Principal Amount	Interest Rate	<u>Yield</u>
2016 2017 2018 2019 2020 2021 2022 2023 2023 2024	<u>Principal Amount</u> \$	Interest Rate %	<u>Yield</u> %
2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040			
2040 2041 2042 2043			

* Mandatory sinking fund redemption

Of the \$______ aggregate amount of Bonds hereby authorized, \$______ shall be deemed to apply to the refunding of the Series 2012 Bonds (Question 1 on the special election ballot), and \$______ shall be deemed to apply to the Project (Question 2 on the special election ballot), and the proceeds of the Bonds shall be allocated accordingly. The proceeds of the Bonds will be utilized (i) to redeem the Series 2012 Bonds, (ii) to finance the Project, (iii) to establish a debt service reserve, and (iv) to pay printing, underwriting, legal and other expenses incidental to the issuance of the Bonds.

The Bonds shall be issued in the forms and denominations, shall be dated, shall be numbered, shall be subject to redemption prior to maturity, and shall contain such other terms, covenants and conditions, all as set forth in that certain Trust Indenture (the "Indenture"), by and between the City and [a bank or other financial institution possessing corporate trust powers and acceptable to the Mayor], as trustee (the "Trustee"), to be entered into by the City and the Trustee in substantially the form submitted to this meeting.

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

Section 2. In order to pay the principal of and interest on the Bonds as they mature or are called for redemption prior to maturity, there is hereby pledged all receipts of the Special Sales and Use Tax levied by the Election Ordinance and all receipts of the General Sales and Use Tax levied by the General Sales and Use Tax Levying Ordinance and approved by the voters. Receipts of the General Sales and Use Tax shall be utilized to pay scheduled debt service on the Bonds only to the extent needed after application of receipts of the Special Sales and Use Tax for such purpose. The levy and collection of the Special Sales and Use Tax shall commence on the date provided in the Local Government Bond Act. The levy and collection of the Special Sales and Use Tax shall continue only until such time as the Bonds are no longer outstanding or sufficient funds are on deposit with the Trustee under the Indenture to redeem the Bonds in full. The City covenants and agrees that all receipts from the Special Sales and Use Tax and the General Sales and Use Tax will be accounted for separately as special funds on the books of the City, and receipts of said Special Sales and Use Tax and General Sales and Use Tax will be used solely as provided in the Indenture.

Section 3. To prescribe the terms and conditions upon which the Bonds are to be executed, authenticated, issued, accepted, held and secured, the Mayor is hereby authorized and directed to execute and acknowledge the Indenture, and the City Clerk is hereby authorized and the Mayor and the City Clerk are hereby authorized and directed to cause the Indenture to be accepted, executed and acknowledged by the Trustee. The Indenture is hereby approved in substantially the form submitted to this meeting, including, without limitation, the provisions thereof pertaining to the pledge of receipts of the Special Sales and Use Tax and the General Sales and Use Tax and the terms of the Bonds. The Mayor is hereby authorized to confer with the Trustee, the Underwriters and Bond Counsel in order to complete the Indenture in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Indenture, their execution to constitute conclusive evidence of such approval.

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

Section 4. There is hereby authorized and approved a Preliminary Official Statement of the City, including the cover page and appendices attached thereto, relating to the Bonds. The previous distribution and use of the Preliminary Official Statement in connection with the offer and sale of the Bonds is hereby ratified. The Preliminary Official Statement is hereby "deemed final" by the City within the meaning of U.S. Securities and Exchange Commission Rule 15c2-

12. The Preliminary Official Statement, as amended to conform to the terms of the Bond Purchase Agreement, including Exhibit A thereto, and with such other changes and amendments as are mutually agreed to by the City and the Underwriters, is herein referred to as the "Official Statement," and the Mayor is hereby authorized to execute the Official Statement for and on behalf of the City. The Official Statement is hereby approved in substantially the form of the Preliminary Official Statement submitted to this meeting, and the Mayor is hereby authorized to confer with the Trustee, the Underwriters and Bond Counsel in order to complete the Official Statement in substantially the form of the Preliminary Official Statement submitted to this meeting, with such changes as shall be approved by such persons, the Mayor's execution to constitute conclusive evidence of such approval.

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

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

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

Section 6. In order to provide for continuing disclosure of certain financial and operating information with respect to the Special Sales and Use Tax, the General Sales and Use Tax and the City in compliance with the provisions of Rule 15c2-12 of the U. S. Securities and Exchange Commission, the Mayor is hereby authorized and directed to execute a Continuing Disclosure Agreement to be dated as of the date of its execution (the "Continuing Disclosure Agreement"), by and between the City and [an entity acceptable to the Mayor], as dissemination agent (the "Dissemination Agent"), and the Mayor is hereby authorized and directed to cause the Continuing Disclosure Agreement to be executed by the Dissemination Agent. The Continuing Disclosure Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to complete the Continuing Disclosure Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the Continuing Disclosure Agreement, their execution to constitute conclusive evidence of such approval.

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

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

Section 8. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared to be illegal or invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions of this Ordinance.

Section 9. All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 10. The City Council hereby finds and determines that there is a critical need to restructure the City's existing indebtedness through the refunding of the Series 2012 Bonds and to obtain an additional source of revenue to finance essential City operations and capital improvements such as the Project, all in order to promote and protect the health, safety and welfare of the inhabitants of the City. It is, therefore, declared that an emergency exists and this Ordinance being necessary for the immediate preservation of the public health, safety and welfare shall be in full force and effect from and after its passage and approval.

ADOPTED AND APPROVED THIS 10th DAY OF MARCH, 2015.

APPROVED:

ATTEST:

Mayor

City Clerk

(SEAL)



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

AN ORDINANCE APPROPRIATING FUNDS FOR THE PURCHASE OF A LOADER AND SNOW PLOW IMPLEMENTS FOR THE AIRPORT TRACTOR, AND A WALK BEHIND FLOOR CLEANER; AND FOR OTHER PURPOSES.

Whereas the Airport Department has determined that the need exists for a loader and snow plow implements for the tractor, and a walk behind floor scrubber for the Community Hangar; and

Whereas, the Finance department has determined that the airport has an unallocated fund balance of \$35,157 in the 2015 budget.

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

Section 1: The City of Conway shall appropriate \$19,000 from the Airport – Fund Balance Appropriation Account (550.109.4900) to expenditure accounts in the Airport Department as follows: Machinery and Equipment (550.109.5910) \$19,000.

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

PASSED this 10th day of March, 2015.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett City Clerk/Treasurer





Capital Requests





Item Number	GL	Capital Item	Quantity	Priority	Cost	Additional Operating Cost	Estimated Useful Life
1	F100	Loader for John					
1	5190	Deere Tractor	1	1	\$7,000.00	\$200.00	10 years
2	5190	Snow Plow					
Ζ	2190	Attachment	1	2	\$6,000.00	\$200.00	10 years +
3	5190	Walk Behind Floor					
5	2190	Scrubber	1	3	\$5,000.00	\$100.00	10 years
Total					\$18,000.00	\$500.00	-



City of Conway Municipal Airport Cantrell Field

Josh Zylks Airport Manager

CC: City Council Members

From: Josh Zylks, Airport Manager

Date: March 3, 2015

Subject: Approval of Change Order #1 for Airport T-hangars Phase 1

During construction of the Phase 1 T-hangars, it was decided to add expansion joint material between the T-hangar slabs and the existing concrete apron. This was done to extend the life of the concrete at these joint lines.

I recommend approval of this change order in the amount of \$6,858.32, to be paid out of Cantrell Field Sale Funds.

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



Construction Contract Change Order									
Project:					Change Order No. 1				
	Construction								
	Iunicipal Airport				Date Prepared				
Garver Jo Owner:	b No. 1301-1503				Prepared by: Contractor:	BSM			
City of Co	inway				Pick-It Constru	ction Inc			
100 East					10024 N. Cam				
Conway,	AR 72032				Fayetteville, AF	R 72701			
	on of Work Included i								
		t-hangars and one (1) 10-bay arcraft shad	-						
A.	Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.) A. Expansion joint around hangars.								
	Attachments: None								
	Bid	Bid	Unit	Original	Contract	Revised	Revised	Original	Revised
Contract	Item	Item	of	Contract		Estimated	Unit	Estimated	Estimated
Changes A.	No. CO1.1	Description	Measure LS	Quantity 0	Price \$0.00	Quantity 1	Price \$6,858.32	Cost \$0.00	Cost \$6,858.32
А.	01.1	Expansion Joint Around Hangars	LO	0	\$0.00	1	\$0,000.32	\$0.00	\$0.00
								\$0.00	\$0.00
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-								\$0.00	\$0.00
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-								\$0.00 \$0.00	\$0.00 \$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
-							mation of Cost	\$0.00	\$6,858.32
E a time a ta	d Desise (Os al				Time Ober		Net Cost for this	Change Order	\$6,858.32
Estimate	d Project Cost	Estimated	Project Cost		Time Change Original Contra	et Start Dat	0		June 1, 2014
Original	Contract Amount		,949,003.70		Original Contract Time (calendar days) 150				
0	ange Order	•	\$6,858.32				granted by this C	hange Order	
	ntract Amount	\$1	,955,862.02		New Contract			0	150
					Suspended Tir				
	New Construction Completion Date			October 29, 2014					
THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS									
	FOR REASONS								
Ligneer	Engineer: Garver Engineer's Signature		-	Title			Date		
ACCEPTED BY									
CONTRA	CONTRACTOR								
		Contractor's Signature			Title Date				
APPROV	APPROVED BY								
OWNER									
		Owner's Signature			Title			Date	

AMENDMENT NO. 1 TO LEASE AGREEMENT

(Acxiom Airport Property Lease)

This Amendment No. 1 to Lease Agreement ("Amendment") is made as of the _____ day of _____, 2015, by and between the City of Conway, Arkansas ("Landlord") and Acxiom Corporation ("Tenant"). All terms and provisions of the original Lease Agreement signed on the 16th day of May, 1989, shall remain unchanged an in affect except those specifically addressed in this Amendment.

RENT: Beginning April 1, 2015, Tenant shall pay the sum of \$0.12 (twelve cents) per square foot per year in equal monthly installments. Total annual rent will be \$104,544.00 making \$8,712.00 due at the first of each month.

OPTION AND RIGHT OF FIRST REFUSAL: Tenant has been given written notice of a third party contract for the sale of the below-described property per the terms of the original Lease Agreement, and declines to exercise its contractual right of first refusal and option to purchase the property described as:

Part of the SE 1/4 of Section 7, Township 5 North, Range 13 West, Faulkner County, Arkansas, described as beginning at the SE corner of said SE 1/4; thence along the East line of said SE 1/4 North 0 degrees 41 minutes 46 seconds East 426.59 feet to the point of beginning; thence North 89 degrees 18 minutes 50 seconds West 1377.22 feet; thence North 2 degrees 18 minutes 13 seconds East 317.42 feet; thence South 89 degrees 18 minutes 50 seconds East 1368.32 feet to the East line of said SE 1/4; thence South 0 degrees 41 minutes46 seconds West 317.30 feet to the point of the beginning containing 10.0 acres, more or less.

Tenant hereby acknowledges its declination of the purchase option and the Landlord's intent to sell the property, and releases the Landlord from any and all claims to said property either known or unknown, contractual or otherwise whereas the Landlord shall have the ability to transfer the property free of any and all encumbrances that would or could be associated with the Tenant.

LANDLORD:

Mayor

Date

City Clerk/Treasurer

Date

TENANT:

Acxiom Corporation

Date



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

AN ORDINANCE CREATING AND ADOPTING BY REFERENCE THE MARKHAM STREET NEIGHBORHOOD SPECIFIC PLAN, AMENDING THE NORTHEAST OLD CONWAY AREA SPECIFIC PLAN, AND AMENDING THE OLD CONWAY DESIGN OVERLAY DISTRICT:

Whereas, The Markham Street Neighborhood Plan will provide specific guidance to land use, structure form, streetscapes, and open space, and;

Whereas, The City of Conway wishes to create new standards for the Markham Street Corridor and surrounding neighborhood that will enhance and encourage new development and redevelopment in the area.

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

Section 1. That the Markham Street Neighborhood Plan which was approved following notice as required by law, subject to Arkansas Code Section 14-55-207 (adoption of technical codes by reference) and three (3) copies of the proposed plan have been and now are filed in the office of the City Clerk of the City of Conway, Arkansas.

Section 2. That the area described as West of Harkrider Street; North of Van Ronkle Street; East of the Union Pacific Railroad right of way; and South of Spruce Street; and South of Markham Street/Siebenmorgen roundabout right of way shall be regulated by the Markham Street Neighborhood Specific Plan and shown on the Conway Zoning Map as an SP Zoning District with land use sub-zones as described in the Markham Street Neighborhood Specific Plan.

Section 3. That the Northeast Old Conway Area Specific Plan, as adopted by Ordinance O-09-101 on September 1, 2009, is hereby amended to remove any portion of the Markham Street Neighborhood Specific Plan described as the area West of Harkrider Street; North of Van Ronkle Street; East of the Union Pacific Railroad right of way; and South of Spruce Street; and South of Markham Street/Siebenmorgen roundabout right of way.

Section 4. That all references to the Markham T4 Transition (Townhome) Zone shall be removed from the Northeast Old Conway Area Specific Plan, as adopted by Ordinance O-09-101, on September 1, 2009. Likewise, all maps in said NEOCA Specific Plan shall be revised to match the adoption of the Markham Street Neighborhood Specific Plan.

Section 5. That Section 1: Boundaries, Ordinance O-06-139, Old Conway Design Overlay District is amended to include the following language at the end of the district boundary description:

Less and except the Markham Street Neighborhood described as the area West of Harkrider Street; North of Van Ronkle Street; East of the Union Pacific Railroad right of way; and South of Spruce Street; and South of Markham Street/Siebenmorgen roundabout right of way.

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

PASSED this 10th day of March, 2015.

Approved:

Attest:

Mayor Tab Townsell

Michael O. Garrett City Clerk/Treasurer



CITY OF CONWAY Planning and Development 1201 Oak Street Conway, AR 72032

T 501.450.6105 F 501.450.6144

www.conwayplanning.org

July 18, 2014

MEMO

From: Bryan Patrick

To: Mayor and City Council

Markham Street Neighborhood Specific Plan

The regulating plan for the Markham Street Neighborhood Specific Plan is ready for adoption.

The ordinance for adopting the Plan by reference is attached. The ordinance also amends the Northeast Old Conway Area Specific Plan and the Old Conway Design Overlay District by removing the Markham Street Neighborhood from these two regulating plans. A newspaper public notice was placed on February 21, 2015 and 3 copies of the proposed plan have been in the City Clerk's Office fro public inspection. The document has also been available online at <u>cityofconway.org</u> and <u>conwayplanning.org</u>.

The Planning Commission reviewed and recommended approval of the Plan at their February 17, 2015 meeting. Likewise, the Historic District Commission reviewed and recommended approval of the the Plan at their February 26, 2015 meeting.

Adoption of the regulating plan is one of the first steps for area redevelopment. Part of the Plan includes a marketing study and an executive summary outlining a plan of action to "jump start" area redevelopment. This study and summary are also posted at the City websites.

MARKHAM STREET NEIGHBORHOOD SPECIFIC PLAN: AN AMENDMENT TO THE NORTHEAST OLD CONWAY AREA SPECIFIC PLAN

The Markham Street Neighborhood Specific Plan is an amendment to The Northeast Old Conway Area Specific Plan (NEOCA) and will be a new specific plan outside of the NEOCA Plan. The NEOCA Plan was created through a series of community input sessions throughout 2008 and 2009 and was adopted in August 2009. The NEOCA Plan is the first Specific Area Plan adopted by the City of Conway. See Planning 101 for more information on Conway's Specific Plan Zoning and Small Area Plans)

It was recognized during the creation of the NEOCA Plan that a more specific plan was needed for the Markham Street corridor. Markham Street is seen as an important corridor providing future growth area for downtown. It also serves as a link between downtown, Hendrix College and the Village at Hendrix. In 2013, the Markham Street corridor was selected as part of the Imagine Central Arkansas Jump Start Initiative Project administered by Metroplan. Gateway Planning of Dallas, TX was chosen to conduct a study of the Markham Street corridor and to create regulations to guide future growth in the area.

At the beginning of the study, the Markham Street Specific Plan was envisioned as only an amendment to the NEOCA Plan. Later, it was decided that the Markham Street Neighborhood Plan would not only regulate the Markham Street corridor, but also the entire Markham Street neighborhood. This fits into the scheme of the NEOCA Plan as it identifies 4 distinct neighborhoods covered by the NEOCA Plan. The Markham Street Neighborhood Specific Plan (MSN-SP) is not only an amendment to the Northeast Old Conway Area Specific Plan it is a new separate plan regulating the Markham Street Area. It also incorporates area between Spencer and Front Streets, and Van Ronkle and Garland that were previously not covered by the NEOCA Plan.

The Markham Street Neighborhood Plan is identified as the area bounded by Spruce Street on the north, Harkrider on the east, Van Ronkle on the south, and the railroad on the west. The MSN-SP expands on the transect zoning of the NEOCA-SP with a new Campus-Mixed Use Zone, Street classifications, and more deeply defined building form regulations.

Planning Staff invites the Planning Commission to review the proposed MSN-SP regulations, take public comments, and give a recommendation of approval to the City Council. The regulations will be presented to the Council at the February 24 or March 10 meeting. Planning Staff will present and answer any questions concerning the proposed regulations at both the Planning Commission and City Council meetings.



For a complete copy of the proposed plan/amendment (80 pages) please visit http://www.cityofconway.org/media/government/planningdevelopment/Markham_Street_Neighborhood_Specific_ Plan.pdf -or-

http://www.conwayplanning.org/pdfs_and_docs/MSN-SP-Draft.pdf

PLANNING 101



Specific Plan - Small Area Plans Markham Street Plan

Start with the Comprehensive Plan and Think Smaller

The City of Conway has a Comprehensive Plan that illustrates the desired land use patterns for the entire 46 square miles of city limits. At this scale, it hard to determine specific land uses for areas with mixed uses. Starting in 2008, the Planning Department began studying smaller areas of the city to create "Small Area Plans". These plans examine a smaller segment of the City and through community participation create a finer grained vision and regulations for the growth of specific areas. Planning has studied and created plans and/or regulations for:

- Old Morrilton Highway Corridor
- Lower Ridge Road
- Northeast Old Conway Area
- Donaghey Avenue Corridor

The Old Morrilton Highway and Lower Ridge Road studies resulted in amendments to the Comprehensive Plan for those areas. The Donaghey Avenue Study has not been officially adopted by the City, yet serves as a guide for future growth. The Northeast Old Conway Study resulted in the adoption of a regulating plan for the area that not only control land uses, but the form that structures must take.

Specific Plan Zone - Be More Specific

In order to create regulations for the NEOCA, a new zone was added to the Zoning Ordinance; the Specific Plan or SP zone. The SP zone is similar to a PUD in that specific regulations above and beyond typical zoning are created. Unlike a PUD, an SP zone is created by direct community interaction between the residents, area stakeholders, and the City.

Transect zones are based on a cross section of the natural progression of urban to rural land uses and forms. Zones corresponding to these zones are created; T5 - Urban = Vertical buildings, mixed uses such as commercial, office, and residential (downtown); T4 Transitional = Lower buildings with a more residential scale, uses include; light commercial, multi-family, office, town homes, single family, etc.; T3 - Suburban = Residential in nature; cottage homes, single family, etc.

These zones allow a more diverse mixture of land uses and through form regulation, create a more traditional, walkable, and ultimately pleasant place to live and work.

Markham Street - Super Fine

The Markham Street Plan goes deeper into the Northeast Old Conway Area and details land uses, forms, and streetscapes for the Markham Street area. It changes the names of the transect zones to Commercial Mixed Use CM-U (equivalent of T5), Residential Mixed Use Zone R-MU (equivalent to T-4), and introduces a new zone, College Campus Mixed Use CC-MU. The CC-MU designation recognizes the unique needs of Hendrix College which is on the north side of the Markham Street area.

The Markham Street Neighborhood Plan also defines street cross sections, sidewalk details, and open space standards. going beyond the level of detail found in the NEOCA Plan.

The Conway Comprehensive Plan and Small Area Plans can be found at:

http://www.conwayplanning.org/growth_plan/Growth.html

The SP zone is the overall zone for the Northeast Old Conway Area. This SP zone is further broken down into "Transect Zones" or form based zones with land use and structure form regulations.



NEOCA Transect - Say What?



то:	Mayor Tab Townsell
CC:	City Council Members
FROM:	Danny Alford, Shop Manager
DATE:	March 4, 2015
SUBJECT:	5 year Terracon Agreement

The City of Conway Sanitation landfill is subject to the Environmental Protection Agency's (EPA) and the Arkansas Department of Environmental Quality's (ADEQ) groundwater monitoring, year-end reports, surveys, solid waste management rules and other contracts as needed. These regulations require groundwater sampling, statistical analysis of groundwater data, and semiannual gas probe monitoring in accordance with the City's Explosive Gas Monitoring Plan.

Terracon Consultants Inc. for several years has worked on previous reporting and monitoring requirements and the City has benefited from their expertise and in-depth knowledge of the Conway landfill. The Conway Sanitation Department therefore desires to enter into a five year agreement with Terracon Consultants.

Please advise if you have any questions. Thank you for your consideration.



Prrac

MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** ("MSA") is between City of Conway ("Client") and Terracon Consultants, Inc., its subsidiaries and affiliates, ("Consultant") for Services to be provided by Consultant on projects as described in the Project Information section of individual Task Orders or Task Order Proposals (which sections are incorporated into this MSA). For purposes of this MSA, "Client" shall include City of Conway, its subsidiaries and affiliates.

- 1. Scope of Services. The scope of Consultant's services ("Services") will be set forth in the Scope of Services section of an individual Task Order, or Task Order Proposal (which sections are incorporated into this MSA). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services. Unless extended by Agreement of the parties, this MSA shall remain in effect for five years beginning on October 1, 2014 and ending on October 1, 2019..
- 2. Acceptance/ Termination. Client agrees that execution of this MSA is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this MSA as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this MSA. Additional terms and conditions may be added or changed only by written amendment to this MSA signed by both parties. In the event Client uses a purchase order or other form to administer this MSA, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This MSA shall not be assigned by either party without prior written consent of the other party. Either party may terminate this MSA or the Services upon 30 days written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
- 3. Change Orders. Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment. Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the individual Task Order, or Task Order Proposal (which sections are incorporated into this MSA). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance. This MSA and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS MSA, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR THE COMPENSATION PAID TO CONSULTANT FOR THE SPECIFIC PROJECT TASK ORDER IN DISPUTE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS MSA. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations. Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by their negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this MSA. Causes of action arising out of Consultant's services or this MSA regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
- 8. Warranty. Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9. Insurance. Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii)

Terracon

commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This MSA shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce not eliminate project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated. Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance.
- 15. Ownership of Documents. Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities. Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant:	Terracon Consultants	, Inc.	Client:	City of Conway		
By:	Jud ly	Date: 9/22/2014	By:		Date:	
Name/Title:	David Hopkins/Office	Vanager	Name/Title:	Tab Townsell/Ma	yor	
Address:	25809 I-30 South		Address:	1201 Oak Street		
	Bryant, AR 72022			Conway, AR 720	32	
Phone:	(501) 847-9292	Fax: (501) 847-9210	Phone:	501-450-6110	Fax:	
Email:	dvhopkins@terracon.c	om	Email:			
					Reference Number: P35140354	

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

AN ORDINANCE WAIVING BIDS FOR PURCHASE OF REPAIR PARTS FOR THE SANITATION DEPARTMENT TRASH COMPACTOR; AND FOR OTHER PURPOSES;

Whereas, the City of Conway Sanitation Department has a need for repair parts for the trash compactor and the local vendor is the only authorized dealer for the equipment and can provide the parts immediately which will limit the cost to the City of downtime waiting on equipment from outside the local area.

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

Section 1. The City of Conway shall waive the requirements for obtaining competitive bids for the purchase of repair parts for the trash compactor and shall utilize G.W. Van Kepple as a local sole source vendor at an approximate cost of \$40,895.42.

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

PASSED this 10th day of March, 2015.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett City Clerk/Treasurer



То:	Mayor Tab Townsell
From:	Danny Alford Shop Manager
cc:	Conway City Council
Date:	March 4, 2015
Re:	Repairs to Landfill Compactor

The Sanitation Department is in dire need of repairs to their Bomag Compactor purchase from G.W. Van Kepple. This equipment is essential to the operation of the Landfill compaction. The compactor went down on March 2^{nd} , 2015. This compactor has four pumps that drives each individual wheel; our assessment was that a pump has gone out; however we had G.W Van Kepple give us a secondary assessment.

On March 3^{rd} , 2015 they confirmed that the right front pump was out and we received a quote on March 4^{th} , 2015 in the amount of \$40,895.42. This includes a \$14,496.88 core charge that will be reimbursement to us as long as our bad pump is rebuildable.

The compactor is essential to our operations. Each day the compactor is down it will cost approximately \$1,000.00 due to the fact that we can't get the compaction rate from any other piece of equipment that we have. This is also taking away some of the life expectancy of our landfill.

Please advise if you have any questions.

Thank you,

Danny Alford



City of Conway Information Technology Department

<u>M E M O R A N D U M</u>

TO: Mayor, Tyler Winningham, and City Council

FROM: Lloyd Hartzell, Director Information Technology / CTO

DATE: February 2, 2015

SUBJECT: Purchase additional storage

We have reached a critical level on our SAN (storage). There is an immediate need to purchase additional storage to avoid network shutdown.

For servers to store data and replicate correctly we need to stay below 70% on available space, we are close to 100%. We have been working with HP to clean up old servers and recover any available space to stay below the threshold.

We have managed to keep our storage below the 70% threshold with the original storage we purchased initially. With the new servers and SAN the technology allowed us to increase the storage with the same amount of disc space.

With the continued growth of databases and the increased need for video storage, it was inevitable that we would need more storage. The sudden expediential growth of storage needs is due to increased video storage and the continued growth of our databases, i.e. Police, Fire, Finance, 911 (CAD), and Disc.

There are 3 phases:

Phase 1: purchase additional storage. If the SAN reaches 100% to avoid network shutdown. \$88,453.00.

Phase 2: purchase flex fabric hardware for Bid-Directional Synchronous Replication, \$61,800.00.

Phase 3: purchase additional blades. \$49,290.00. We continue to receive requests from departments for new servers. Blades allow us to create virtual servers.

Total \$199,543.00

NB/E-1



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

AN ORDINANCE TO PROTECT AGAINST CRIMINAL ACTIVITY, INCLUDING FRAUD AND BURGLARY, MINIMIZE THE UNWELCOME DISTURBANCE OF CITIZENS AND THE DISRUPTION OF PRIVACY AND TO OTHERWISE PRESERVE THE PUBLIC HEALTH, SAFETY AND WELFARE BY REGULATING, CONTROLLING AND LICENSING DOOR-TO-DOOR SOLICITORS AND PEDDLERS; REPEALING THOSE PORTIONS OF ORDINANCE NO. A-169 IN CONFLICT HEREWITH; REPEALING ANY OTHER ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

Whereas, the City of Conway, Arkansas (the "City") is authorized and empowered under the provisions of Arkansas Code Annotated § 14-54-103 to regulate and license soliciting persons, hawkers and peddlers, as those terms are commonly applied; and

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

Section 1: Definitions.

The following words, terms, and phrases, and their derivations, when used in the Ordinance, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

(a) *Canvasser* means any person who attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident, for the primary purpose of (1) attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue, or candidate, even if incidental to such purpose the canvasser accepts the donation of money for or against such cause, or (2) distributing a handbill or flyer advertising a non-commercial event or service.

(b) *Charitable* means and includes the words patriotic, philanthropic, social service, health, welfare, benevolent, educational, civic, cultural or fraternal, either actual or purported.

(c) *Chief* means the Chief of the Conway Police Department.

(d) *City* means the City of Conway, Arkansas.

(e) *Contributions* mean and include the words alms, money, subscription, property or other donations under the guise of a loan or money or property.

(f) *Department* means the Conway Police Department.

(g) *Peddler* means any person who goes upon the premises of any private residence in the City, not having been invited by the occupant thereof, carrying or transporting goods, wares, merchandise or personal property of any nature and offering the same for sale. This definition also includes any person who solicits orders and as a separate transaction makes deliveries to purchasers as

part of the scheme to evade the provisions of this Ordinance. Peddler does NOT include a person who distributes handbills or flyers for a commercial purpose, advertising an event, activity, good, or service that is offered to a resident for purchase at a location away from his/her residence or at a time different from the time of visit.

(h) *Peddling* includes all activities ordinarily performed by a peddler as indicated under paragraph (g) of this Section.

(i) *Person* means a natural person or any firm, corporation, association, club, society or other organization.

(j) *Solicitor* means any person who goes upon the premises of any private residence in the City, not having been invited by the occupant thereof, for the purpose of taking or attempting to take orders for the sale of goods, merchandise, wares, or other personal property of any nature for future delivery, or for services to be performed in the future. This definition also includes any person who, without invitation, goes upon private property, to request contribution of funds or anything of value, or sell goods or services for political, charitable, religious, or other non-commercial purposes.

(k) *Solicitation* includes all activities ordinarily performed by a solicitor as indicated under paragraph (j) of this Section.

Section 2: Permit Requirements and Exemptions.

It shall be unlawful for any person eighteen (18) years of age or older to engage in peddling or solicitation activities within the City of Conway, Arkansas, without first obtaining a permit issued by the Conway Police Department; provided, however, that the following are exempted from the provisions of this Section and the Ordinance:

(a) Any solicitation made upon premises owned or occupied by an organization upon whose behalf the solicitation is made;

(b) Any communication by an organization soliciting contributions solely from persons who are members of the organization at the time of such solicitation;

(c) Any solicitation in the form of a collection at a regular meeting, assembly or service of a charitable person.

(d) Any solicitation for the relief of any individual specified by name at the time of the solicitation where the solicitor represents in each case that the entire amount collected shall be turned over to the named beneficiary.

(e) A "canvasser" as defined in SECTION 1.

(f) Students grades kindergarten through 12th grade, enrolled in a public or private school located within the corporate limits of the City of Conway, peddling or soliciting for the benefit of their school or an organization thereof or for any private, nonprofit social club or organization to which they belong, such as, but not limited to, FBLA, band, FHA, FFA, Boy Scouts or Girl Scouts.

Section 3. Permit for Sponsoring Juvenile Peddlers.

(a) No person under the age of eighteen (18) years of age shall be permitted to engage in peddling except as provided in this Section.

(b) A permit shall be obtained by a sponsoring person, company or organization for the conduct of any peddling or solicitation activities involving, in whole or in part, a sales force of (1) or more persons under eighteen (18) years of age.

(c) The sponsor shall be responsible for supervising and controlling the conduct of all persons, including juveniles, peddling under the sponsor's permit.

(d) The sponsor shall provide to each individual in its sales force a badge or other easily readable form of identification which identifies the name of the sponsor and the name of the individual-sponsoring person, company or organization. The sponsor shall require all individuals in its sales force to wear such identification so that it is clearly visible at all times when the individuals are peddling or soliciting.

(e) The sponsor shall comply with the child labor law requirements of the State of Arkansas Department of Labor, including but not limited to Arkansas Code Annotated § 11-6-101 *et seq*.

Section 4. Permit Application.

Every person subject to the provisions of this Ordinance shall file with the Chief of the Conway Police Department an application in writing on a form to be furnished by the Department, which shall provide the following information:

(a) Proof of age, address and identification of the applicant, to be provided through the applicant's driver's license, articles of incorporation (for sponsors), or other legally recognized form of identification;

(b) A brief description of the business or activity to be conducted;

(c) The hours and location for which the right to peddle or solicit is desired;

(d) If employed, the name, address and telephone number of the employer; or if acting as an agent, the name, address and telephone number of the principal who is being represented, with credentials in written form establishing the relationship and the authority of the employee or agent to act for the employer or principal, as the case may be;

(e) A statement as to whether or not the applicant has been convicted of a felony, misdemeanor or ordinance violation (other than traffic violations), the nature of the offense or violation, the penalty or punishment imposed, the date when and place where such offense occurred, and other pertinent details thereof;

(f) Proof of possession of any license or permit which, under federal, state or local laws or regulations, the applicant is required to have in order to conduct the proposed business, or which, under any such law or regulation, including but not limited to Ark. Code Ann. § 26-77-102, would exempt the applicant from the licensing requirements of the Ordinance; and

(g) Two (2) photographs of the applicant which shall have been taken within sixty (60) days immediately prior to the date of filing of the application and accurately depicts the applicant. The photographs shall measure 2 inches by 2 inches and show the head and shoulders of the applicant in a clear and distinguishing manner. Juveniles peddling under a sponsor's permit as set out in Section 3 shall not be required to display an identification photograph.

Section 5. Fees.

At the time the application is filed with the Department, the applicant shall pay a fee to cover the cost to the City of processing the application and investigating the facts stated therein. The fee shall be \$_____ dollars for each solicitor or peddler or sponsor for Juvenile Peddlers pursuant to Section 3.

Section 6. Application Review and Permit Issuance.

(a) Upon receipt of an application, the Chief, or authorized representative, shall review the application as deemed necessary to ensure the protection of the public health, safety and general welfare.

(b) If the Chief finds the application to be satisfactory, the Chief shall endorse his approval on the application and shall, upon payment of the prescribed fee, deliver the required permit to the applicant.

(c) The permit shall show the name, address and photograph of the permittee, the class of permit issued, the kind of goods or services to be sold or delivered, the date of issuance, and the length of time that the permit shall be in effect. The permit shall also show the permit number and identifying description of any vehicle to be used in carrying on the business for which the permit is issued.

(d) A record of all permits issued shall be maintained by the Department for a period of two (2) years and shall otherwise conform to the City's record retention policies and state law pursuant to Ark. Code Ann. § 14-2-203 *et seq*.

Section 7. Denial of Permit.

(a) Upon the Chief's review of the application, the Chief may refuse to issue a permit to the applicant under this Ordinance for any of the following reasons:

(1) The location and time of solicitation or peddling would endanger the safety and welfare of the solicitors, peddlers or their customers;

(2) An investigation reveals that the applicant falsified information on the application;

(3) The applicant has been convicted of a felony, misdemeanor or ordinance violation involving a sex offense, trafficking in controlled substances, or any violent acts against persons or property, such conviction being entered within the five (5) years preceding the date of application or has an active arrest warrant or otherwise a fugitive of justice;

(4) The applicant is a person against whom a judgment based upon, or conviction for, fraud, deceit or misrepresentation has been entered within the five (5) years immediately preceding the date of application;

(5) There is no proof as to the authority of the applicant to serve as an agent to the principal; or

(6) The applicant has been denied a permit under this Ordinance within the immediate past year, unless the applicant can and does show to the satisfaction of the Chief that the reasons for such earlier denial no longer exist.

(b) The Chief's disapproval and the reasons for disapproval shall be noted on the application, and the applicant shall be notified that his application is disapproved not later than _____ days after receipt of the application and that no permit will be issued. Notice shall be mailed to the applicant at the address shown on the application form, or at the applicant's last known address.

Section 8. Permit Expiration.

All permits issued under the provisions of this Ordinance shall expire ninety (90) days from the date of issuance, unless an earlier expiration date is noted on the permit.

Section 9. Identification Badges.

(a) At the same time the permit is issued, the Chief shall issue to each permittee a badge, which shall be worn by the permittee in such a way as to be conspicuous at all times while the permittee is soliciting or peddling in the City.

(b) A canvasser, otherwise exempt from the provisions of this Article and Ordinance, may request the issuance of an identification badge from the City for the purpose of assuring city residents of the canvasser's good faith.

Section 10. Permit Exhibition.

Every person required to obtain a permit under the provisions of this Ordinance shall exhibit the permit when requested to do so by any prospective customer or Department employee.

Section 11. Transfer Prohibited.

It shall be unlawful for any person other than the permittee to use or wear any permit or badge issued under the provisions of this Ordinance.

Section 12. Entry Upon Premises Unlawful.

It shall be unlawful for any person, whether licensed or unlicensed, while conducting the business of a canvasser, peddler, or solicitor, to enter upon any residential premises in the City where the owner, occupant or person legally in charge of the premises has posted, at the entry to the premises, or at the entry to the principal building on the premises in a manner which reasonably conveys notice to a person who enters the premises, a decal or sign bearing the words "No Peddlers," "No Solicitors," "No Trespassing" or words of similar import. Violation of this section does not preclude prosecution under state law for criminal trespass.

Section 13. Hours of Solicitation.

No person, while conducting the activities of a peddler or solicitor, whether licensed or unlicensed, shall enter upon any private property, knock on doors or otherwise disturb persons in their residences between the hours of 8:00 p.m. and 8:00 a.m. In establishing 8:00 p.m. as a reasonable time for cessation of these activities at residential premises, the City Council hereby finds that such time is consistent with the Arkansas Rules of Criminal Procedure, Rule 13.2, regarding nighttime search warrants.

Section 14. Permit Revocation.

Any permit issued under this Ordinance may be revoked or suspended by the Chief, after notice and hearing, for any of the following reasons:

(a) Fraud, misrepresentation or false statement contained in the application for a permit;

(b) Conducting peddling or solicitation activities in such a manner as to create a public nuisance, constitute a breach of the peace or endanger the health, safety or general welfare of the public.

Section 15. Notice and Hearing.

Notice of a hearing for a revocation of a permit issued under this Ordinance shall be provided in writing and shall set forth specifically the grounds for the proposed revocation and the time and place of the hearing. Notice shall be mailed, postage prepaid, to the permittee at the address shown on the permit application or at the last known address of the permittee.

Section 16. Appeals

(a) Any person aggrieved by the action or decision of the Chief to deny, suspend or revoke a permit applied for under the provisions of this Ordinance shall the right to appeal such action or decision to the Mayor or authorized representative within fifteen (15) days after the notice of the action or decision has been mailed to the person's address as shown on the permit application form, or to his last known address.

(b) An appeal shall be taken by filing with the Chief a written statement setting forth the grounds for the appeal.

(c) The Chief shall transmit the written statement to the Mayor within ten (10) days of its receipt and the Mayor shall set a time and place for a hearing on the appeal.

(d) A hearing shall be set not later than twenty (20) days from the date of receipt of the appellant's written statement.

(e) Notice of the time and place of the hearing shall be given to the appellant in the same manner as provided for the mailing of notice of action or decision.

(f) The decision of the Mayor on the appeal shall be final and binding on all parties concerned.

Section 17. Claims of Exemption.

Any person claiming to be legally exempt from the regulations set forth in this Ordinance, or from the payment of an application fee, shall cite to the Chief the statute or other legal authority under which exemption is claimed and shall present to the Chief proof of qualification for such exemption.

Section 18. Violations and Penalty.

(a) Violation of any of the provisions of this Ordinance shall be treated as a violation, and shall, upon conviction, be punishable by a fine of Two Hundred Fifty (\$250.00) Dollars.

(b) The penalty for subsequent offenses that occur within twelve (12) months of the prior offense shall be Five Hundred (\$500.00) Dollars.

(c) Each day of a continuing violation of the provisions of this Ordinance may be treated as a separate offense.

Section 19. Severability.

The provisions of this Ordinance are declared to be severable. 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 by a court of competent jurisdiction, such decision, declaration or adjudication shall not be affect the remaining sections, sentences, clauses, phrases or portions of this Ordinance, but they shall remain in full force and effect; it being the legislative intent that this Ordinance shall remain in effect notwithstanding the validity of any part.

Section 20: Repealing Clause.

That all ordinances or resolutions or portions thereof of the City in conflict herewith are hereby repealed to the extent of such conflict, including those portions of Ordinance A-169 in conflict herewith.

Section 21: Effective Date of Ordinance.

This Ordinance shall be in full force and effect from and after its passage and publication and shall have an effective date of ______

Passed on this 10th day of March, 2015.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett City Clerk/Treasurer