

Mayor Tab Townsell

City Attorney Michael Murphy

City Clerk/Treasurer Michael O. Garrett



Aldermen

Ward 1 Position 1 – Andy Hawkins

Ward 1 Position 2 – David Grimes

Ward 2 Position 1 – Mark Vaught

Ward 2 Position 2 – Shelley Mehl

Ward 3 Position 1 – Jack Bell

Ward 3 Position 2 – Mary Smith

Ward 4 Position 1 – Theodore Jones, Jr.

Ward 4 Position 2 – Shelia Whitmore

CITY OF CONWAY

5:30pm –Sale of Beaverfork Lake Property

6:30pm -- Council Meeting

Courtroom in District Court Building

810 Parkway, Conway, AR 72034

July 24th, 2007

1. **Call to Order**
2. **Roll Call**
3. **Minutes:** *July 10th, 2007*
4. **Recognition of Guests:**
5. **Public Hearings:**
6. **Report of Standing Committees:**

A. Economic Development (Airport, Conway Corporation, CDC, Downtown Partnership)

1. Resolution adopting an amended land use plan in the vicinity of the relocated Conway Airport in the Lollie Bottoms area.
2. Resolution of intent regarding the reimbursement of certain costs and expenses incurred in the connection with the acquisition, construction and equipping improvements to the wastewater system of the City.

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

1. Consideration of the nomination of Melissa Headrick by Mayor Tab Townsell to the Old Conway Design Review Board.
2. Consideration to approve the 2007 CDBG contracts.
3. Consideration of a request from Watson Homes for a right of way encroachment for Chapel Creek Subdivision located on Prince Street.
4. Consideration of a request from Nabholz for an overlay variance/access management variance for property located on the southeast corner of Dave Ward Drive and South German Lane.

5. Consideration of an updated citywide development guidelines (excluding single-family and duplex) (*Information will be provided later*)

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

1. Ordinance authorizing the donation of ball field lights from the Parks and Recreation Department.
2. Consideration of a boat dock for William Gillespie with property located at 30 Hwy 25N on Beaverfork Lake.
3. Ordinance approving the spending of Park Impact Fee Revenue monies.
4. Ordinance to offer reduce rates at the City Sanitation Department for the Faulkner County Solid Waste District.

D. Public Safety Committee (Police, CEOC, Fire, Dist. Court & City Att., & Animal Control)

1. Ordinance appropriating revenue funds to the Conway Animal Welfare Unit.
2. Ordinance adopting the Conway Fire Department rules and regulation (2007 edition).
3. Ordinance waiving bids, utilizing a sole source vendor, and appropriating funds to replace public safety software for the City of Conway

E. Finance

1. Ordinance to provide financing for a loan for First State Soccer Park. (*Ordinance will be provided at meeting*)

7. Old Business

- A. Consideration of buying out the lease of Ed's Supply for property located at 600 & 618 Front Street.

8. New Business

- A. Ordinance appropriating funds for the rental of a scaffold for the mural project at City Hall.
- B. Consideration of a request from the Tree Board Committee and artist Morton Brown in regards to the trees in Simon Park.
- C. Consideration to move the next regularly schedule City Council meeting.

Adjournment

RESOLUTION NO. R-07- _____**A RESOLUTION ADOPTING AN AMENDED LAND USE PLAN IN THE VICINITY OF THE RELOCATED CONWAY AIRPORT IN THE LOLLIE BOTTOMS AREA, AND FOR OTHER PURPOSES**

Whereas, the City of Conway desires to relocate the Conway Municipal Airport (Cantrell Field) to adequately serve the aviation needs of the community and provide a safe facility for aircraft to operate, and

Whereas, a potential airport site located in the Lollie Bottoms Area is being evaluated to determine if it conforms to FAA criteria for an airport site, and

Whereas, it is essential that land use be compatible with aviation usage and that land use will not create conditions that may be unsafe for aircraft operations.

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

Section 1. The City of Conway agrees to annex the land required for the future airport site as well as other adjoining lands and exercise land use regulations over the annexed lands and over lands located outside the city limits and within 2 miles of the city limits in this area.

Section 2. The City of Conway further agrees to amend the "City of Conway Comprehensive Land Use Plan" to reflect the "Land Use Plan for the Relocated Conway Airport Vicinity in the Lollie Bottoms Area as presented on the attached Exhibit 1.

Section 3. The City of Conway further agrees to develop and enact a Special Overlay District governing all property within 10,000 feet of the future airport runway to implement those aviation standards and land use regulations governing land use around the future airport property not otherwise covered by the city's normal planning ordinances

Section 4. The City of Conway further agrees that any future amendments to the Comprehensive Land Use Plan, rezoning of lands within 10,000 feet of the Relocated Conway Airport and approval of projects within 10,000 feet of the future airport shall be considered with the safety of aircraft operations being a primary consideration. In particular future developments should not create habitat or become an attractant for wildlife or birds. Land use and project development plans within 10,000 feet of the future airport runway would be developed in accordance with the provision FAA Advisory Circular 150/5200-33A as well as any wildlife hazard management plan that may be prepared and adopted for the new airport.

Passed this 24th day of June, 2007

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer

RESOLUTION NO. R-07-_____**A RESOLUTION OF INTENT REGARDING THE REIMBURSEMENT OF CERTAIN COSTS AND EXPENSES INCURRED IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF IMPROVEMENTS TO THE WASTEWATER SYSTEM OF THE CITY**

WHEREAS, Conway Corporation (the "Corporation") has requested that the City of Conway, Arkansas (the "City") assist in obtaining financing for the acquisition, construction and equipping of certain treatment system components of the City's existing wastewater system (the "Project"); and

WHEREAS, the total costs of the Project, including expenses associated with the financing thereof, are presently estimated to be approximately \$43,000,000; and

WHEREAS, the Corporation and the City do not have adequate funds on hand to pay the estimated costs of the Project and related expenses; and

WHEREAS, the City proposes to obtain the necessary funds to accomplish the Project and to pay related expenses through the issuance of tax-exempt revenue bonds issued by the City and sold through an underwriter ("Bonds"); and

WHEREAS, the principal amount of the Bonds are not expected to exceed \$48,000,000; and

WHEREAS, the purpose of this Resolution is for the City to declare its "official intent" to reimburse itself or the Corporation for certain preliminary costs (incurred by or on behalf of the City and related to the Project) pursuant to Section 1.150-2 of the Regulations of the U.S. Department of Treasury promulgated pursuant to the provisions of the Internal Revenue Code of 1986, as amended;

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

Section 1. That the adoption of this Resolution is intended as the City's "official intent" to reimburse itself or the Corporation from the proceeds of Bonds for preliminary costs of the Project and related expenses advanced by the City or the Corporation.

PASSED AND APPROVED this _____ day of _____, 2007.

APPROVED:

By: _____
Tab Townsell, Mayor

ATTEST:

By: _____
Michael O. Garrett, City Clerk

[S E A L]

6B-1



City of Conway
www.cityofconway.org
Board/Commission Nomination Form:

Date: 07.16.07

Board (s) Preferred (Please be specific)

Old Conway Design Review Board

Person Nominated: Melissa Headrick

Address: 1940 Duncan City, State, Zip Conway, AR 72034

Phone/Home: cell 501.339.6909 Work: 501.377.3742

Person making nomination: BRYAN PATRICK / MAYOR

Address: 1201 OAK STREET

Phone/Home: 450.6105 Work: _____

Please send to: Michael O. Garrett
City Clerk/Treasurer
1201 Oak Street
Conway, AR 72032
(501) 450-6100
(501) 450-6145 (f)

Please provide the following information for consideration to a City of Conway Board/Commission.

List community/civic activities. Indicate activities in which you (or your nominee) are or have been involved.

Professional Member of American Society of Interior Designers

Indicate why you (or your nominee) are interested in serving on this board or commission and what other qualifications apply to this position.

AS A LICENSED INTERIOR DESIGNER, I HAVE PROFESSIONAL AND PERSONAL INTERESTS IN DESIGN AND ARCHITECTURE. IT'S IMPORTANT TO ENFORCE GUIDELINES SO THAT MANY GENERATIONS CAN ENJOY BEAUTIFUL HOMES AND GARDENS.

What contributions do you hope to make?

I HOPE TO USE MY DESIGN QUALIFICATIONS TO HELP THE RESIDENTS OF OLD CONWAY. I'LL BE A GOOD LISTENER AND STRIVE FOR EQUALITY.

Please feel free to attach to this application any additional information.

The City of Conway strives to ensure all City Boards are representative of our diverse community. To assist in these endeavors; please provide the following information on a voluntary basis:

Age: 29

Sex: F

Race: CAUCASIAN

Occupation: INTERIOR DESIGNER

Ward: 2

Email Address: melissa.headrick@stephens.com

Melissa Headrick
Signature of Applicant or Nominator

07.16.07
Date

YEAR 2007 ALLOCATIONS

*Boys and Girls Club (entire Contract Copy in order to see for an example) CAPCA	Provide transportation for kids from Sallie Cone Elementary to the Boys and Girls Club Emergency Rehab for low income housing units Transportation services the elderly	\$4,000.00 \$81,500.00 \$10,000.00
*Faulkner Co. Senior Citizens	Trans Services to jobs & job training for developmentally disabled	\$20,000.00
*Faulkner Co. Council on Developmental Disabilities	Provide lab work and prescriptions for Free Medical Clinic	\$ 6,150.00
*Pine Street Free Medical Clinic	Provide transportation to clients for job interviews, jobs, court, etc.	\$ 5,000.00
*Women's Shelter	Economic Development grant for rehabilitation of Halter Building which will create jobs for low to moderate income people through Michelangelo's	\$75,000.00
Seayco Conway Lofts (this is the same contract as was signed in January but it included all three grants and years)	This is being administered through the Conway Street Department and they are handling all bid contracts	\$115,500.00
Drainage Project NO CONTRACT NEEDED	Administration of the program (allowed 20% but at 13%)	\$ 64,905.00
Administration NO CONTRACT NEEDED		
* Denotes Public Services which is limited to 15% cap		
Total		\$396,905.00

**CITY OF CONWAY AND BOYS & GIRLS CLUB OF FAULKNER COUNTY 2007 GRANT
CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 24th day of July, 2007, by and between the **CITY OF CONWAY**, Faulkner City, State of Arkansas, as the Implementor of the **Community Development Block Grant Program** (hereinafter referred to as “City ”), and **The Boys and Girls Club of Faulkner County** (hereinafter referred to as the “Subrecipient”).

WITNESSETH

WHEREAS, the City of Conway has received a Community Development Block Grant from the United State Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (The Act); and

WHEREAS, pursuant to such Grant, the City of Conway is undertaking certain programs and services necessary for the planning, implementation and execution of such a Community Development Block Grant Program; and

WHEREAS, the City of Conway desires to engage the Subrecipient to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the Project Area described in Appendix A.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Scope of Service:** The Subrecipient shall perform all the necessary services provided under this Contract in accordance with and respecting the following project:

Provide transportation services to the Boys & Girls Club for children from Sallie Cone Elementary where 80% of the children are in low to moderate-income families.

The Subrecipient shall do, perform, and carry out, in a satisfactory manner, as determined by the City, the goals, objectives, and tasks set forth in Appendix B, and incorporated herein by reference.

2. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2007 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City. Subrecipient shall comply with the requirements of 24 CRF 570.503(b) (8) and/or any Assignment of Proceeds and Grant of Lien, at the City’s sole discretion. Time is of the essence in the Agreement.

3. **Compensation:** The Subrecipient shall be paid a total consideration of **\$4,185.00** for full performance of the services specified under this Agreement. Compensation shall be allowed on a reimbursement basis, only after expenditures have been incurred by the Subrecipient in conformity with the approved and executed budget document, which is attached to this Contract as Appendix C, incorporated herein by reference.

In every case, payment will be made subject to receipt of a requisition for payment from the Subrecipient specifying and certifying that such expenses have been incurred and expended in conformance with this Contract and that the Subrecipient is entitled to receive the amount requisitioned under the terms of this Contract.

The Subrecipient shall not claim reimbursement from the City for that portion of its obligations, which has been paid by another source of revenue.

The Subrecipient shall notify the City in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

4. **Use of Funds:** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant Program, and any amendments or policy revisions thereto, which shall become effective during the term of this Agreement. A copy of said regulations is incorporated by reference. In addition, the Subrecipient agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations of 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 4 CFR 570.609, and Executive Orders 11063, 11246, 113752 12086, and 12259.

Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the presentation or elimination of slums, or blight, or meet urgent community development needs, as defined in the program regulations.

Subrecipient agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including:

If the Subrecipient is a government agency, OBM Circular A-87, "Principles for Determining Costs Applicable to Grants and Contract with State, Local and Federally-Recognized Indian Tribal Governments," OBM Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a). If the Subrecipient is not a government agency, OBM Circular A-122, "Cost Principles for Non-Profit Organizations," or OBM Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A, B, C, F, H, N, and O to OBM Circular A-110, as specified at 24 CFR 570.502(b).

Subrecipient is prohibited from using funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

5. **Program Income** Program income (defined at 24 CFR 570.500) derived from the project, if any, shall revert to the City for use in the Community Development Block Grant Program.

If Subrecipient executes an Assignment of Proceeds and Grant of Lien to the City, specifying the terms of reversion of proceeds from possible future sale of real property, it is incorporated by reference and made a part of this contract as Appendix D.

6. **Assignment** Without written consent of the City, this Agreement is not assignable by the Subrecipient, either in whole or part.

7. **Alteration** No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

8. **General Terms and Conditions**

- A. The Subrecipient agrees to submit program status reports to the City on at least an annual basis or more frequently if requested and other reports as may be required.
- B. The Subrecipient agrees to maintain racial, ethnic, gender, head of household, household income, and household size data showing the extent to which these categories of persons have participated in, or benefited from the project, and to submit this information to the City within 30 days of the request from the City.
- C. The Subrecipient agrees to keep all necessary books and records, including property, personnel, and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. The Subrecipient will also keep a separate checking account to be used for CDBG funds only and to keep out of the general working accounts of the Subrecipient. If the Subrecipient received between \$25,000 and \$100,000 in combined federal assistance during its fiscal year, it agrees to obtain either an audit conducted in accordance with OBM Circular A-133 or a program-specific financial audit. If the Subrecipient receives \$100,000 or more in combined federal assistance, it agrees to obtain either (1) an audit conducted in accordance with OMB circular A-133, or (2) if it participates in only one federal program, a program-specific financial audit.
- D. The Subrecipient agrees that the City or any authorized representative has access to and the right to examine all records, books, papers, or documents related to the project.
- E. The Subrecipient hereby severally warrants that all project records, books, papers and documents will be retained for a period of not less than four (4) years after the project terminates and grants the City the option of retention of the project records, books, papers and documents.
- F. The Subrecipient agrees to obtain all necessary permits for intended improvements or activities.

- G. The Subrecipient agrees to purchase necessary flood insurance if its project is located in a flood hazard area and the nature of the project requires such insurance.
- H. The Subrecipient, if its program involves housing, agrees to affirmatively further fair housing.
- I. The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract of subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.
- J. The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter this Agreement on behalf of said Subrecipient and to bind the same to this Agreement, and, further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.
- K. The City shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the Subrecipient, its staff or clientele; and the Subrecipient hereby agrees to define, hold harmless and indemnify the City from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release the Subrecipient from any obligations under this Contract.
- L. The Subrecipient hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operation, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (C\29 USC 794) (and the implementing regulations of 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the City from and against any and all liability for any noncompliance on the part of the Subrecipient.
- M. Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any employee of the Subrecipient by virtue of this contract be an employee of the City for any purpose whatsoever, nor shall any employee of the Subrecipient be entitled to any of the rights, privileges, or benefits of City employees. The Subrecipient shall be deemed at all times in independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. The Subrecipient assumes exclusively the responsibility for

the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

- N. The Subrecipient agrees to participate in training to become informed about the regulations governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.
- O. The City of Conway's obligation is limited to Subrecipient to receipt of Federal Funds from Housing and Urban Development and Community Development Block Grant funds.
- P. The City of Conway may charge fees/assessments to beneficiary who are not Low to Moderate Income individuals and families
- Q. City of Conway may assess property owners for City of Conway costs of project, which was constructed in part with CDBG funds-for portion paid with non-CDBG funds.
- R. The Subrecipient will deposit all CDBG funds in a separate bank account, maintain bank account, and maintain all receipts and documentation and these accounts are subject to outside audits.

9. **Special Terms and Conditions:**

- A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement or reduce the compensation amount upon 15 days written notice to the other party. However, Subrecipient may not terminate its obligations under Section 5 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent of the City. All reports or accountings provided for herein shall be rendered whether or not falling due within the contract period.
- B. Further, the City reserves the right to terminate this contract upon written notification to the Subrecipient under any of the following conditions:
 - 1) Notification by HUD to the City that said project is ineligible because of project location, services provided, or any other reason cited by HUD;
 - 2) Notification by HUD to the City that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or
 - 3) Written notification from HUD to the City that the program funds made available to the City are being curtailed, withdraw, or otherwise restricted.
- C. The City also reserves the right to terminate this Contract or to reduce the contract compensation amount if the Subrecipient:

- 1) Fails to file required reports or to meet project progress or completion deadlines;
- 2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110, Attachment L);
- 3) Expense funds under this Agreement for ineligible activities, services or items;
- 4) Implements the project prior to notification from the City that the federal environmental review process has been completed;
- 5) Violates Labor Standards requirements; or
- 6) Fails to comply with written notice from the City of substandard performance under the terms of this Agreement.

10. Other Provisions:

A. Equal Employment Opportunity

The following provision (1) and (20) are applicable to all contracts and subcontract; provisions (3) through (7) are applicable to all non-exempt construction contracts and subcontracts, which exceed \$10,000:

During the performance of this contract, the Subrecipient agrees as follows:

- (1) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of any or other forms of compensation, and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status or any other basis prohibited by applicable law.

- (3) The Subrecipient will send to each labor union or representative of workers' with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Subrecipient will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the City, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (6) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.
- (7) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event an Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient may request the United States to ensure into such litigation to protect the interests of the United States.

B. Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with City policy and all requirements imposed by or pursuant to the Regulations of HUD (24 CFR Part 570.601 and 507.602) issued

pursuant to Section 109; no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant Program funds:

Specific (not exclusive) Discriminatory Actions Prohibited:

The Subrecipient may not directly or through contractual or other arrangements, on the ground of race, color, creed, religion, sexual orientation, ancestry, national origin, marital status, familial status, age, handicap, disability, sex or any other basis prohibited by applicable law:

- a. Deny any facilities, services, financial aid, or other benefits provided under the program or activity.
 - b. Provide any facilities, services, financial aid, or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity.
 - c. Subject to segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.
 - d. Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid, or other benefits under the program or activity.
 - e. Treat in individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition, which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.
 - f. Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.
- C. Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

The Subrecipient will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part by, persons residing in the same area of the project. In all solicitations for bids, the contractor must, before signing the contract,

provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Subrecipient utilizes the bidding procedure to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.

If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

D. Nondiscrimination in Federally Assisted Programs.

The Subrecipient will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with City policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this Agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, sexual orientation, ancestry, national origin, marital status, or familial status, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon. The Subrecipient will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

E. Labor Standards.

Except with respect to the rehabilitation of residential property designed for residential use for less than eight households, the Subrecipient and all subcontractors engaged in contracts in excess of \$2,000 for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the Subrecipient is required to pay all laborers and mechanics employed on construction work at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the Subrecipient shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher rates.

F. Flood Disaster Protection.

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-234). Use of any assistance provided under this Agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

- G. Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts, Which Exceed \$100,000).

The Subrecipient shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

- H. Provision of the Hatch Act.

Neither the Subrecipient program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

- I. Lead-Based Paint.

Any grants or loans made by the Subrecipient for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provision for the elimination of lead-based paint hazards under 24 CFR Part 35. Subrecipient will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

- J. Special Assessments.

Subrecipient will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1).

K. Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses

Subrecipient will comply with the “Count of Conway Community Development Block Grant Program Plan for Minimizing the Displacement of Persons As a Result of Community Development Block Grant Funded Activities” and the “City of Conway Community Development Block Grant Program Residential Antidisplacement and Relocation Assistance Plan.” Subrecipient will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104 (d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix B or Appendix C, Subrecipient will not cause either temporary or permanent involuntary displacement of persons or businesses. If Subrecipient causes the involuntary temporary or permanent displacement of any person or business as a result of Community Development Block Grant activities, it shall comply with the City’s “Plan to Assist Persons Actually Displaced by Community Development Block Grant Activities,” and Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

L. Lobbying Restrictions

Subrecipient certifies that, to the best of its knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

It will require that the language of this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants,

and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

M. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the applicable of either party the contract shall forthwith be physically amended to make such insertion or correction.

IN WITNESS WHEREOF, the parties hereto have executed this contract.

CITY OF CONWAY

Boys & Girls Club of Faulkner County

Mayor Date
City of Conway

Michael Neuhofel Date
Executive Director

Boys & Girls Club of Faulkner County

ATTEST:

Steve Fulmer Date
Board President

City Clerk Date

Master Form
Approved As to Form:
Date Approved: _____

Michael Murphy, City Attorney

APPENDIX A

A. DESCRIPTION OF PROJECT

This project provides transportation services to the Boys & Girls Club for children from Sallie Cone Elementary where 80% of the children are in low to moderate-income families.

B. GOALS, OBJECTIVES AND TASKS

1. Goal: Provide a safe, positive place for children to learn and grow to be caring adults by developing self-esteem through relationships with trained professionals, life-enhancing programs and character development experiences.

2. Objective: Provide transportation services to the Boys & Girls Club for children from Sallie Cone Elementary where 80% of the children are in low to moderate-income families.

C. BUDGET

Number of Trips	CDBG Amount	Total Program Cost
Daily during school year	\$4000.00	\$6,500.00

D. ASSIGNMENT OF PROCEEDS AND GRANT OF FIRST LIEN BY “SUBRECIPIENT” TO THE CITY OF CONWAY FROM POSSIBLE FUTURE SALES

Grantee, SUBRECIPIENT, hereby assigns to CITY OF CONWAY, FAULKNER COUNTY, STATE OF ARKANSAS (“City”) any and all proceeds from future sale or alienation, as herein described, of the property and any improvements described in Exhibit “A” attached hereto and made a part hereof (“the Premises”). The terms and conditions of said assignment are set forth herein and the Undersigned, Grantee of the City’s Community Development Block Grant Program, understands, and acknowledges that:

1. The City of Conway has received a Block Grant from the United States Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, as amended, providing for the implementation of a Community Development Program.

2. Total development cost of the project is **\$6,500.00**

3. The City of Conway has utilized a portion of its Block Grant to enable Grantee to locate and purchase property with the location to be listed in an addendum to this agreement, more particularly described in Exhibit A. The total Block Grant funding for the project is **\$4,000.00**.

4. The purposes for which Block Grant moneys may be expended are limited by federal statues and regulations, local policies allowable within the framework of such federal

statutes and regulations, and an Operating Agreement entered into between the City of Conway as Implementor of the Community Development Block Grant Program and each recipient of Block Grant funds within the City of Conway, including Grantee.

5. The Block Grant funds available to and/or allocated by the City constitute a valuable community resource. In the event Block Grant funds previously allocated for a particular purpose are not or cannot be utilized for such purpose, it is necessary, proper and in the public interest for such funds to revert to the City of Conway as Implementor of the Community Development Block Grant Program so that such funds may be reallocated for another purpose.
6. In the event CDBG funds are used in whole or in part to purchase or construct, acquire, or for other eligible activities, no funds will be released until the entire project is determined by the City of Conway to be feasible and otherwise conforms to all federal regulations.
7. As a condition of receiving funds for the purchase of property, rehabilitation, or construction of housing or community service facility, the City of Conway will have a lien against the property for a minimum of 10 years. Said lien shall be exercised and enforced if the property is no longer used for its intended purpose during the effective dates of said lien. The lien will be prorated over the number of years it is to be held and in effect. For example if the lien is for ten years and the property has been used for its intended purpose for only six years, the city shall be reimbursed for 40% of the initial grant for the remaining period of time. Grantee agrees to execute any and all documents and agreements necessary for the City of Conway to perfect its lien as agreed herein. Grantee acknowledges that in the event the property is not used for its intended purposes during the term of the lien and if reimbursement is not made as set out above, the City of Conway may exercise and enforce its lien and the premises may be sold, with the proceeds of such a sale to be used to satisfy the lien.

E. PAYMENT PLAN

Grant funds will be made available on a reimbursement basis. In the event that the organization does not have sufficient funds for an eligible expense, the City of Conway may release such funds in order to pay the cost of the eligible expenditure. Receipts, invoices, and other documentation and certifications that expenditures are eligible under contract will accompany all expenditures or reimbursement requests. Without prior written agreement by City of Conway, all subrecipients' funds not expended by the end of the contract period will be reallocated by the City of Conway.

The City of Conway limits its obligations to receipt of federal funds. No general funds of the City of Conway shall be expended to facilitate the project described herein.

F. REPORTING

Subrecipients will submit quarterly progress reports indicating units of service and expenditures to the Director of Community Development. Quarterly reports are to be submitted on (or the next working day following) April 15, July 15, October 15 and January 15.

THEREFORE, in consideration of the Block Grant funds made available to Subrecipient and the public purposes for which the Community Development Block Grant program is intended, Subrecipient, for itself and its successors in interest and assigns, hereby agrees as follows:

1. In the event that Grantee ceases for any reason, voluntary or involuntary, to use the Premises for purposes eligible as of this date under paragraphs C and D above, Grantee or its successor in interest shall pay to the City, as Implementer of the Community Development Block Grant Program, the fair market value of the Premises as of the time of such cessation. The City shall have a lien for such sums. Said payment shall be made in the same manner as set out in paragraph (D) (7) above.
2. In the event Grantee's ownership of the Premises is terminated by a foreclosure sale, judicial foreclosure, or deed in lieu of foreclosure, the City's interest at fair market value shall be paid from foreclosure proceeds, to the extent available, to the City as Implementer of the Community Development Block Grant Program. While not required to do so, the City shall have the right to intervene in any such action and have such proceeds paid directly to it.
3. Either party may have this Assignment recorded in the Records of the Circuit Clerk such recording to constitute a lien on the Premises, for the percentage as set forth herein.
4. This Agreement shall be terminated upon payment in full of the debt, which is defined as the prorated share of the based on the proportion of original grant, fair market value of the Premises. This Agreement shall have no force or effect if terminated by operation of law or by foreclosure, as limited by paragraph 4 above.

By execution of this Assignment, Grantee on behalf of itself and its successors in interest accepts and agrees to be bound by the covenants contained herein.

Executed by Grantee this _____ day of _____, 20____.

ATTEST:

**By: Michael Neuhofel, Executive Director
Boys & Girls Club of Faulkner County**

**CITY OF CONWAY AND COMMUNITY ACTION PROGRAM OF CENTRAL ARKANSAS
2007 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 24th day of July, 2007, by and between the **CITY OF CONWAY, Faulkner City, State of Arkansas**, as the Implementor of the **Community Development Block Grant Program** (hereinafter referred to as “City ”), and **Community Action Program of Central Arkansas (CAPCA)** (hereinafter referred to as the “Subrecipient”).

WITNESSETH

WHEREAS, the City of Conway has received a Community Development Block Grant from the United State Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (The Act); and

WHEREAS, pursuant to such Grant, the City of Conway is undertaking certain programs and services necessary for the planning, implementation and execution of such a Community Development Block Grant Program; and

WHEREAS, the City of Conway desires to engage the Subrecipient to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the Project Area described in Appendix A.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Scope of Service:** The Subrecipient shall perform all the necessary services provided under this Contract in accordance with and respecting the following project:

Administer an emergency housing rehabilitation program within low and moderate-income areas of Conway, which will be designated by the City of Conway Community Development Department. CAPCA will:

- 1) **Develop a plan to inform potential grant recipients of the availability of the program**
- 2) **Develop an application and award process that includes priorities and selection criteria and priority will be given to owner-occupied housing.**
- 3) **Conduct inspection s and cost estimates prior to awarding contracts for the rehabilitation work**
- 4) **Approve all rehabilitation plans and monitor work in progress for all houses**
- 5) **Conduct an inspection of completed work and approve payment to contractor.**

The Subrecipient shall do, perform, and carry out, in a satisfactory manner, as determined by the City, the goals, objectives, and tasks set forth in Appendix B, and incorporated herein by reference.

2. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2007 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise

specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City. Subrecipient shall comply with the requirements of 24 CRF 570.503(b) (8) and/or any Assignment of Proceeds and Grant of Lien, at the City's sole discretion. Time is of the essence in the Agreement.

3. **Compensation:** The Subrecipient shall be paid a total consideration of **\$81,500.00** for full performance of the services specified under this Agreement. Compensation shall be allowed on a reimbursement basis, only after expenditures have been incurred by the Subrecipient in conformity with the approved and executed budget document, which is attached to this Contract as Appendix C, incorporated herein by reference.

In every case, payment will be made subject to receipt of a requisition for payment from the Subrecipient specifying and certifying that such expenses have been incurred and expended in conformance with this Contract and that the Subrecipient is entitled to receive the amount requisitioned under the terms of this Contract.

The Subrecipient shall not claim reimbursement from the City for that portion of its obligations, which has been paid by another source of revenue.

The Subrecipient shall notify the City in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

4. **Use of Funds:** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CRF Part 570 and other regulations governing the Community Development Block Grant Program, and any amendments or policy revisions thereto, which shall become effective during the term of this Agreement. A copy of said regulations is incorporated by reference. In addition, the Subrecipient agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations of 24 CRF 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CRF 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CRF 146), the prohibition against using debarred contractors at 4 CRF 570.609, and Executive Orders 11063, 11246, 113752 12086, and 12259.

APPENDIX A

A. DESCRIPTION OF PROJECT

This project provides an emergency housing rehabilitation program within the low and moderate-income areas of the City of Conway, which will be designated by the need of the residents along with the Assistant to the Mayor for Community Development in order to help with revitalization of certain key areas of the community. The amount of each grant will vary

depending on the amount of rehabilitation work to be done for each project. However, whenever possible the amount per house will be \$5,000 unless it is a special case and then permission from the Assistant to the Mayor for Community Development in order to assure that necessary legal paperwork is administered for the project.

B. GOALS, OBJECTIVES AND TASKS

1. Goal: Provide decent housing and a suitable living environment for people that are low-income homeowners in the City of Conway.
2. Objective: Provide rehabilitation to low income homeowners in order for residents to be living in homes that are no longer safe or in desperate need of repair.
3. Objective: To revitalize low-moderate income neighborhoods by rehabilitating homes in the area.

C. BUDGET

CDBG grant income	\$81,500
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D. ASSIGNMENT OF PROCEEDS AND GRANT OF FIRST LIEN BY “SUBRECIPIENT” TO THE CITY OF CONWAY FROM POSSIBLE FUTURE SALES

Grantee, SUBRECIPIENT, hereby assigns to CITY OF CONWAY, FAULKNER COUNTY, STATE OF ARKANSAS (“City”) any and all proceeds from future sale or alienation, as herein described, of the property and any improvements described in Exhibit “A” attached hereto and made a part hereof (“the Premises”). The terms and conditions of said assignment are set forth herein and the Undersigned, Grantee of the City’s Community Development Block Grant Program, understands, and acknowledges that:

1. The City of Conway has received a Block Grant from the United States Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, as amended, providing for the implementation of a Community Development Program.
2. Total development cost of the project is **\$81,500.00**
3. The City of Conway has utilized a portion of its Block Grant to enable Grantee to locate and purchase property with the location to be listed in an addendum to this agreement, more particularly described in Exhibit A. The total Block Grant funding for the project is **\$81,500.00**

**CITY OF CONWAY AND FAULKNER COUNTY COUNCIL ON AGING
2007 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 25th day of July, 2007, by and between the CITY OF CONWAY, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as "City "), and Faulkner County Council on Aging (hereinafter referred to as the "Subrecipient").

WITNESSETH

WHEREAS, the City of Conway has received a Community Development Block Grant from the United State Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (The Act); and

WHEREAS, pursuant to such Grant, the City of Conway is undertaking certain programs and services necessary for the planning, implementation and execution of such a Community Development Block Grant Program; and

WHEREAS, the City of Conway desires to engage the Subrecipient to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the Project Area described in Appendix A.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Scope of Service:** The Subrecipient shall perform all the necessary services provided under this Contract in accordance with and respecting the following project:

Provide transportation services for the Elderly Citizens of Conway

The Subrecipient shall do, perform, and carry out, in a satisfactory manner, as determined by the City, the goals, objectives, and tasks set forth in Appendix B, and incorporated herein by reference.

2. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2007 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City. Subrecipient shall comply with the requirements of 24 CRF 570.503(b) (8) and/or any Assignment of Proceeds and Grant of Lien, at the City's sole discretion. Time is of the essence in the Agreement.
3. **Compensation:** The Subrecipient shall be paid a total consideration of **\$10,000.00** for full performance of the services specified under this Agreement. Compensation shall be allowed on a reimbursement basis, only after expenditures have been incurred by the

Subrecipient in conformity with the approved and executed budget document, which is attached to this Contract as Appendix C, incorporated herein by reference.

In every case, payment will be made subject to receipt of a requisition for payment from the Subrecipient specifying and certifying that such expenses have been incurred and expended in conformance with this Contract and that the Subrecipient is entitled to receive the amount requisitioned under the terms of this Contract.

The Subrecipient shall not claim reimbursement from the City for that portion of its obligations, which has been paid by another source of revenue.

The Subrecipient shall notify the City in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

4. **Use of Funds:** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant Program, and any amendments or policy revisions thereto, which shall become effective during the term of this Agreement. A copy of said regulations is incorporated by reference. In addition, the Subrecipient agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations of 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 4 CFR 570.609, and Executive Orders 11063, 11246, 113752 12086, and 12259.

Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the presentation or elimination of slums, or blight, or meet urgent community development needs, as defined in the program regulations.

Subrecipient agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including:

If the Subrecipient is a government agency, OBM Circular A-87, "Principles for Determining Costs Applicable to Grants and Contract with State, Local and Federally-Recognized Indian Tribal Governments," OBM Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a). If the Subrecipient is not a government agency, OBM Circular A-122, "Cost Principles for Non-Profit Organizations," or OBM Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A, B, C, F, H, N, and O to OBM Circular A-110, as specified at 24 CFR 570.502(b).

Subrecipient is prohibited from using funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

APPENDIX A

A. DESCRIPTION OF PROJECT

This project provides transportation for elderly 60 years and older to Conway residents. The facility is located at 1620 Donaghey. Approximately 1942 trips will be made annually at \$5.15 per trip

B. GOALS, OBJECTIVES AND TASKS

1. Goal: Maintain social functioning in the community and to prevent unnecessary institution of persons and recreational activities at a senior center and health services
2. Objective: Provide 1942 trips to elderly of low and moderate income to social services, health services, and to increase seniors ability to stay in their own homes by providing transportation to them.

C. BUDGET

Number of Trips	Cost per trip	Total
1942	\$5.15	\$10,000.00

D. ASSIGNMENT OF PROCEEDS AND GRANT OF FIRST LIEN BY “SUBRECIPIENT” TO THE CITY OF CONWAY FROM POSSIBLE FUTURE SALES

Grantee, SUBRECIPIENT, hereby assigns to CITY OF CONWAY, FAULKNER COUNTY, STATE OF ARKANSAS (“City”) any and all proceeds from future sale or alienation, as herein described, of the property and any improvements described in Exhibit “A” attached hereto and made a part hereof (“the Premises”). The terms and conditions of said assignment are set forth herein and the Undersigned, Grantee of the City’s Community Development Block Grant Program, understands, and acknowledges that:

1. The City of Conway has received a Block Grant from the United States Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, as amended, providing for the implementation of a Community Development Program.
2. Total development cost of the project is **\$94,456.00**
3. The City of Conway has utilized a portion of its Block Grant to enable Grantee to locate and purchase property with the location to be listed in an addendum to this agreement, more particularly described in Exhibit A. The total Block Grant funding for the project is **\$10,000**.
4. The purposes for which Block Grant moneys may be expended are limited by federal statutes and regulations, local policies allowable within the framework of such federal statutes and regulations, and an Operating Agreement entered into between the City of Conway as Implementor of the Community Development Block Grant Program and each recipient of Block Grant funds within the City of Conway, including Grantee.

**CITY OF CONWAY AND FAULKNER COUNTY COUNCIL ON DEVELOPMENTAL
DISABILITIES
2007 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 24th day of July, 2007, by and between the **CITY OF CONWAY, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program** (hereinafter referred to as “City ”), and **Faulkner County Council on Developmental Disabilities** (hereinafter referred to as the “Subrecipient”).

WITNESSETH

WHEREAS, the City of Conway has received a Community Development Block Grant from the United State Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (The Act); and

WHEREAS, pursuant to such Grant, the City of Conway is undertaking certain programs and services necessary for the planning, implementation and execution of such a Community Development Block Grant Program; and

WHEREAS, the City of Conway desires to engage the Subrecipient to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the Project Area described in Appendix A.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Scope of Service:** The Subrecipient shall perform all the necessary services provided under this Contract in accordance with and respecting the following project:

Provide transportation services for the developmentally disabled and disadvantaged citizens of Conway.

The Subrecipient shall do, perform, and carry out, in a satisfactory manner, as determined by the City, the goals, objectives, and tasks set forth in Appendix B, and incorporated herein by reference.

2. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2007 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City. Subrecipient shall comply with the requirements of 24 CRF 570.503(b) (8) and/or any Assignment of Proceeds and Grant of Lien, at the City’s sole discretion. Time is of the essence in the Agreement.

3. **Compensation:** The Subrecipient shall be paid a total consideration of **\$20,000.00** for full performance of the services specified under this Agreement. Compensation shall be allowed on a reimbursement basis, only after expenditures have been incurred by the Subrecipient in conformity with the approved and executed budget document, which is attached to this Contract as Appendix C, incorporated herein by reference.

In every case, payment will be made subject to receipt of a requisition for payment from the Subrecipient specifying and certifying that such expenses have been incurred and expended in conformance with this Contract and that the Subrecipient is entitled to receive the amount requisitioned under the terms of this Contract.

The Subrecipient shall not claim reimbursement from the City for that portion of its obligations, which has been paid by another source of revenue.

The Subrecipient shall notify the City in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

4. **Use of Funds:** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant Program, and any amendments or policy revisions thereto, which shall become effective during the term of this Agreement. A copy of said regulations is incorporated by reference. In addition, the Subrecipient agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations of 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 4 CFR 570.609, and Executive Orders 11063, 11246, 113752 12086, and 12259.

Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the presentation or elimination of slums, or blight, or meet urgent community development needs, as defined in the program regulations.

Subrecipient agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including:

If the Subrecipient is a government agency, OBM Circular A-87, "Principles for Determining Costs Applicable to Grants and Contract with State, Local and Federally-Recognized Indian Tribal Governments," OBM Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a). If the Subrecipient is not a government agency, OBM Circular A-122, "Cost Principles for Non-Profit Organizations," or OBM Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A, B, C, F, H, N, and O to OBM Circular A-110, as specified at 24 CFR 570.502(b).

APPENDIX A

A. DESCRIPTION OF PROJECT

This project provides transportation for the developmentally disabled and disadvantaged citizens of Conway. Transportation is provided for employment, medical, and education. The facility is located at 1301 N. Museum Road. Approximately **3135 trips** will be made annually at **\$6.38 per trip**.

B. GOALS, OBJECTIVES AND TASKS

1. Goal: Create independence for people with developmental disabilities by providing transportation to and from job sites in the workforce and to job training. When this is achieved, people with developmental disabilities are able to support themselves, be taxpayers, and lead productive lives in the community. Increase the independence of disadvantaged citizens who do not qualify for other programs by providing transportation to and from job sites and social and health services.

2. Objective: Provide 3135 trips to both disadvantaged and developmentally disabled people who are low and moderate income to help them become independent by providing transportation services to and from job sites, job training, and health and social services.

C. BUDGET

Number of Trips	Cost per trip	Total
3135	\$6.38	\$20,000.00

D. ASSIGNMENT OF PROCEEDS AND GRANT OF FIRST LIEN BY "SUBRECIPIENT" TO THE CITY OF CONWAY FROM POSSIBLE FUTURE SALES

Grantee, SUBRECIPIENT, hereby assigns to CITY OF CONWAY, FAULKNER COUNTY, STATE OF ARKANSAS ("City") any and all proceeds from future sale or alienation, as herein described, of the property and any improvements described in Exhibit "A" attached hereto and made a part hereof ("the Premises"). The terms and conditions of said assignment are set forth herein and the Undersigned, Grantee of the City's Community Development Block Grant Program, understands, and acknowledges that:

1. The City of Conway has received a Block Grant from the United States Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, as amended, providing for the implementation of a Community Development Program.

2. Total development cost of the project is **\$63,500.00**

**CITY OF CONWAY AND PINE STREET FREE CLINIC
2007 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 24th day of July, 2007, by and between the **CITY OF CONWAY, Faulkner City, State of Arkansas**, as the Implementor of the **Community Development Block Grant Program** (hereinafter referred to as “City ”), and **Pine Street Free Clinic** (hereinafter referred to as the “Subrecipient”).

WITNESSETH

WHEREAS, the City of Conway has received a Community Development Block Grant from the United State Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (The Act); and

WHEREAS, pursuant to such Grant, the City of Conway is undertaking certain programs and services necessary for the planning, implementation and execution of such a Community Development Block Grant Program; and

WHEREAS, the City of Conway desires to engage the Subrecipient to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the Project Area described in Appendix A.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Scope of Service:** The Subrecipient shall perform all the necessary services provided under this Contract in accordance with and respecting the following project:

To provide free medications and laboratory work to Conway’s indigent and uninsured that do not qualify for Medicaid and do not have Medicare or private health insurance.

The Subrecipient shall do, perform, and carry out, in a satisfactory manner, as determined by the City, the goals, objectives, and tasks set forth in Appendix B, and incorporated herein by reference.

2. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2007 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City. Subrecipient shall comply with the requirements of 24 CRF 570.503(b) (8) and/or any Assignment of Proceeds and Grant of Lien, at the City’s sole discretion. Time is of the essence in the Agreement.
3. **Compensation:** The Subrecipient shall be paid a total consideration of **\$6150.00** for full performance of the services specified under this Agreement. Compensation shall be

allowed on a reimbursement basis, only after expenditures have been incurred by the Subrecipient in conformity with the approved and executed budget document, which is attached to this Contract as Appendix C, incorporated herein by reference.

In every case, payment will be made subject to receipt of a requisition for payment from the Subrecipient specifying and certifying that such expenses have been incurred and expended in conformance with this Contract and that the Subrecipient is entitled to receive the amount requisitioned under the terms of this Contract.

The Subrecipient shall not claim reimbursement from the City for that portion of its obligations, which has been paid by another source of revenue.

The Subrecipient shall notify the City in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

4. **Use of Funds:** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant Program, and any amendments or policy revisions thereto, which shall become effective during the term of this Agreement. A copy of said regulations is incorporated by reference. In addition, the Subrecipient agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations of 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 4 CFR 570.609, and Executive Orders 11063, 11246, 113752 12086, and 12259.

Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the presentation or elimination of slums, or blight, or meet urgent community development needs, as defined in the program regulations.

Subrecipient agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including:

If the Subrecipient is a government agency, OBM Circular A-87, "Principles for Determining Costs Applicable to Grants and Contract with State, Local and Federally-Recognized Indian Tribal Governments," OBM Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a). If the Subrecipient is not a government agency, OBM Circular A-122, "Cost Principles for Non-Profit Organizations," or OBM Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A, B, C, F, H, N, and O to OBM Circular A-110, as specified at 24 CFR 570.502(b).

Subrecipient is prohibited from using funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

APPENDIX A

A. DESCRIPTION OF PROJECT

To provide free medications and laboratory work to Conway's indigent and uninsured that do not qualify for Medicaid and do not have Medicare or private health insurance.

B. GOALS, OBJECTIVES AND TASKS

1. Goal: Increase the quality of life for the indigent who suffer with health issues.
2. Objective: Provide the Pine Street Free Clinic's the necessary medications and laboratory work in order to help their clients.

C. BUDGET

To provide free medications and laboratory work to Conway's indigent and uninsured that do not qualify for Medicaid and do not have Medicare or private health insurance.	\$6150.00
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D. ASSIGNMENT OF PROCEEDS AND GRANT OF FIRST LIEN BY "SUBRECIPIENT" TO THE CITY OF CONWAY FROM POSSIBLE FUTURE SALES

Grantee, SUBRECIPIENT, hereby assigns to CITY OF CONWAY, FAULKNER COUNTY, STATE OF ARKANSAS ("City") any and all proceeds from future sale or alienation, as herein described, of the property and any improvements described in Exhibit "A" attached hereto and made a part hereof ("the Premises"). The terms and conditions of said assignment are set forth herein and the Undersigned, Grantee of the City's Community Development Block Grant Program, understands, and acknowledges that:

1. The City of Conway has received a Block Grant from the United States Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, as amended, providing for the implementation of a Community Development Program.
2. Total development cost of the project is **\$13,500.00**
3. The City of Conway has utilized a portion of its Block Grant to enable Grantee to locate and purchase property with the location to be listed in an addendum to this agreement, more particularly described in Exhibit A. The total Block Grant funding for the project is **\$6,150.00**

**CITY OF CONWAY AND WOMEN'S SHELTER OF CENTRAL ARKANSAS
2007 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 24th day of July, 2007, by and between the **CITY OF CONWAY, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as "City ")**, and **Women's Shelter of Central Arkansas (hereinafter referred to as the "Subrecipient")**.

WITNESSETH

WHEREAS, the City of Conway has received a Community Development Block Grant from the United State Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (The Act); and

WHEREAS, pursuant to such Grant, the City of Conway is undertaking certain programs and services necessary for the planning, implementation and execution of such a Community Development Block Grant Program; and

WHEREAS, the City of Conway desires to engage the Subrecipient to render certain services, programs, or assistance in connection with such undertakings of the Community Development Block Grant Program, situated in the Project Area described in Appendix A.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Scope of Service:** The Subrecipient shall perform all the necessary services provided under this Contract in accordance with and respecting the following project:

To provide transportation services (specifically the salary for the person providing the service) to the clients and children who reside at the Women's Shelter, support groups, and for the women and children that come to the Women's Shelter on an outreach basis. It may also be used to transport Conway's disabled and disadvantaged citizens.

The Subrecipient shall do, perform, and carry out, in a satisfactory manner, as determined by the City, the goals, objectives, and tasks set forth in Appendix B, and incorporated herein by reference.

2. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2007 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City. Subrecipient shall comply with the requirements of 24 CRF 570.503(b) (8) and/or any Assignment of Proceeds and Grant of Lien, at the City's sole discretion. Time is of the essence in the Agreement.

3. **Compensation:** The Subrecipient shall be paid a total consideration of **\$5,000.00** for full performance of the services specified under this Agreement. Compensation shall be allowed on a reimbursement basis, only after expenditures have been incurred by the Subrecipient in conformity with the approved and executed budget document, which is attached to this Contract as Appendix C, incorporated herein by reference.

In every case, payment will be made subject to receipt of a requisition for payment from the Subrecipient specifying and certifying that such expenses have been incurred and expended in conformance with this Contract and that the Subrecipient is entitled to receive the amount requisitioned under the terms of this Contract.

The Subrecipient shall not claim reimbursement from the City for that portion of its obligations, which has been paid by another source of revenue.

The Subrecipient shall notify the City in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

4. **Use of Funds:** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Community Development Block Grant Program, and any amendments or policy revisions thereto, which shall become effective during the term of this Agreement. A copy of said regulations is incorporated by reference. In addition, the Subrecipient agrees to comply with other applicable laws, including the National Environmental Policy Act of 1969 (and the implementing regulations of 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 4 CFR 570.609, and Executive Orders 11063, 11246, 113752 12086, and 12259.

Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the presentation or elimination of slums, or blight, or meet urgent community development needs, as defined in the program regulations.

Subrecipient agrees to comply with the uniform administrative requirements specified at 24 CFR 570.502 and 24 CFR 570.610, including:

If the Subrecipient is a government agency, OBM Circular A-87, "Principles for Determining Costs Applicable to Grants and Contract with State, Local and Federally-Recognized Indian Tribal Governments," OBM Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR 44); and the sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," specified at 24 CFR 570.502(a). If the Subrecipient is not a government agency, OBM Circular A-122, "Cost Principles for Non-Profit Organizations," or OBM Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A, B, C, F, H, N, and O to OBM Circular A-110, as specified at 24 CFR 570.502(b).

APPENDIX A

A. DESCRIPTION OF PROJECT

The funds are to be used for operating expenses in order to provide transportation to the clients and their children at the Women’s Shelter of Faulkner County

B. GOALS, OBJECTIVES AND TASKS

1. Goal: Help victims of domestic violence become independent and self-sufficient without returning to the abuser.
2. Objective: Provide the Women’s Shelter of Central Arkansas’ clients have a safe, high quality emergency, and supportive services while either residing or visiting the shelter.

C. BUDGET

Provide part of the salary of the person providing transportation services to clients	\$5,000.00
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D. ASSIGNMENT OF PROCEEDS AND GRANT OF FIRST LIEN BY “SUBRECIPIENT” TO THE CITY OF CONWAY FROM POSSIBLE FUTURE SALES

Grantee, SUBRECIPIENT, hereby assigns to CITY OF CONWAY, FAULKNER COUNTY, STATE OF ARKANSAS (“City”) any and all proceeds from future sale or alienation, as herein described, of the property and any improvements described in Exhibit “A” attached hereto and made a part hereof (“the Premises”). The terms and conditions of said assignment are set forth herein and the Undersigned, Grantee of the City’s Community Development Block Grant Program, understands, and acknowledges that:

1. The City of Conway has received a Block Grant from the United States Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, as amended, providing for the implementation of a Community Development Program.
2. Total development cost of the project is **\$23,684.00**
3. The City of Conway has utilized a portion of its Block Grant to enable Grantee to locate and purchase property with the location to be listed in an addendum to this agreement, more particularly described in Exhibit A. The total Block Grant funding for the project is **\$5,000.00**.
4. The purposes for which Block Grant moneys may be expended are limited by federal statues and regulations, local policies allowable within the framework of such federal statutes and regulations, and an Operating Agreement entered into between the City of

6B-3

Watson Homes
700 Padgett Road
Conway, AR 72034
501-327-6444

07/13/07

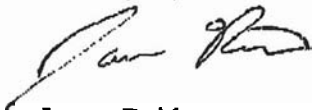
Conway City Counsel

Subject: Right of Way Encroachment Request for Chapel Creek Subdivision

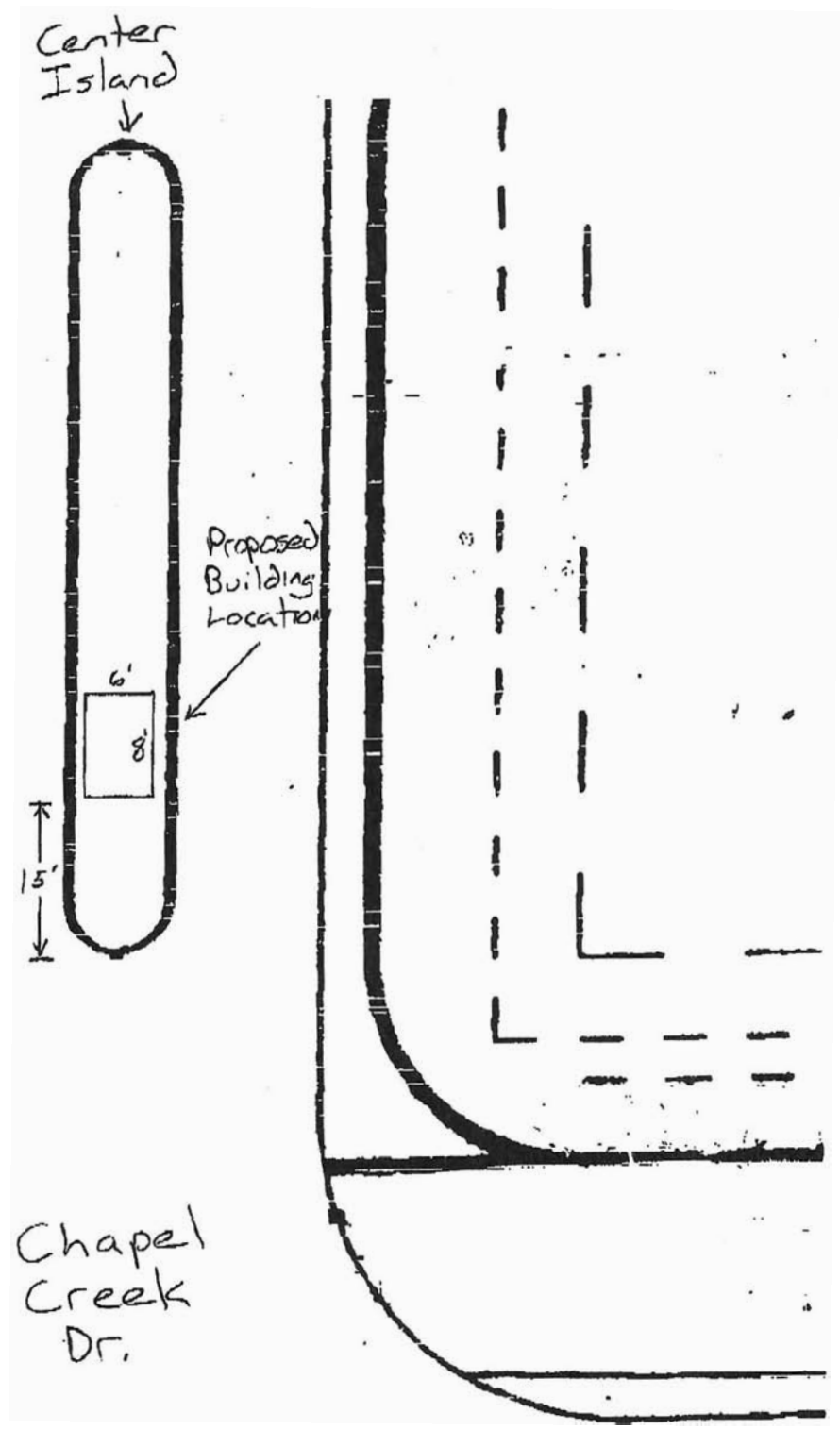
Felicia;

Watson Rankin LLC, is requesting to be placed on the upcoming City Counsel Agenda. We will be requesting a right of way encroachment for the Chapel Creek Subdivision. The entrance to the subdivision is at Prince St. and Chapel Creek Drive. That entrance has a center island which is 8 feet wide. With Counsel approval we would like to incorporate a 6' by 8' structure into our landscaping plan for the entrance. The building will have no utility other than the aesthetics that it will add to the subdivision. I am attaching a map of the entrance to show the proposed location of this building.

Thank you,



James Reid
Watson Homes



Chapel
Creek
Dr.

Prince St.

Overlay District Variance

DN: ODV2007JUL01
 ID: ODV2007JUL01
 GL: 51402SW

Nabholz Overlay Variance / Access Management Variance**REQUESTED VARIANCE(S)**

1. To allow a front building set back of 40 feet rather than the required 75 feet
2. To allow a shared joint access curb cut onto Dave Ward Drive
3. To allow more than one structure on one lot

APPLICANT'S**NAME(S)**

Nabholz Properties

PRESENT**ZONING**

C-3

ABUTTING**ZONING**

I-3 and MF-3

LOCATION

This property is located at the southeast corner of Dave Ward Drive and South German Lane.

DIMENSIONS

Approximately 1000 feet of frontage along Dave Ward Drive
 Approximately 390 feet of frontage along South German Lane

AREA

Approximately
 4.6 acres

STREET(S) ABUTTING THE LOT AND THEIR CLASSIFICATIONS

Dave Ward Drive - Major arterial
 South German Lane - Collectors

STRUCTURES ON THE PROPERTY

None

SUBMITTED JUSTIFICATION FOR THE VARIANCE

“The current front building setback requirement for Dave Ward Drive Overlay District is 75 feet. The subject property is a triangular shaped parcel that narrows significantly along the northern edge. Owner is requesting a 40 foot front building setback to allow for maximum flexibility in the future development of the property. It will also allow the future buildings to share the same setbacks as the existing buildings around the intersection. The attached drawings show the impact of the front and rear setbacks on the property. A large area on the north will remain undeveloped green space even with the 40 foot setback. This area may accommodate any storm water requirements in the form of a possible water feature. The drawing also shows the location of a proposed restaurant on the Southwest corner of the property. Included on the drawing is a potential build out with two additional buildings and the associated parking. The 40 foot variance will allow the building on the north of the site to be located in such a way as to provide parking behind the building with a large landscaped area along Dave Ward Drive. This allows the future development to adhere to the “Design for the Future” concept”.

NOTIFICATION REQUIREMENTS

In compliance

COMMENTS

The applicant is proposing to subdivide the northwest corner of this property to allow a fast food restaurant to construct there. This division of land and the site layout of the restaurant will create a pattern for the subsequent future development of this land. By allowing the restaurant to be closer to Dave Ward Drive, an internal access lane is created that services future buildings. This access lane will allow

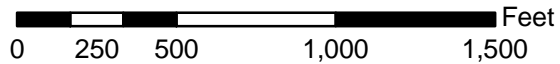
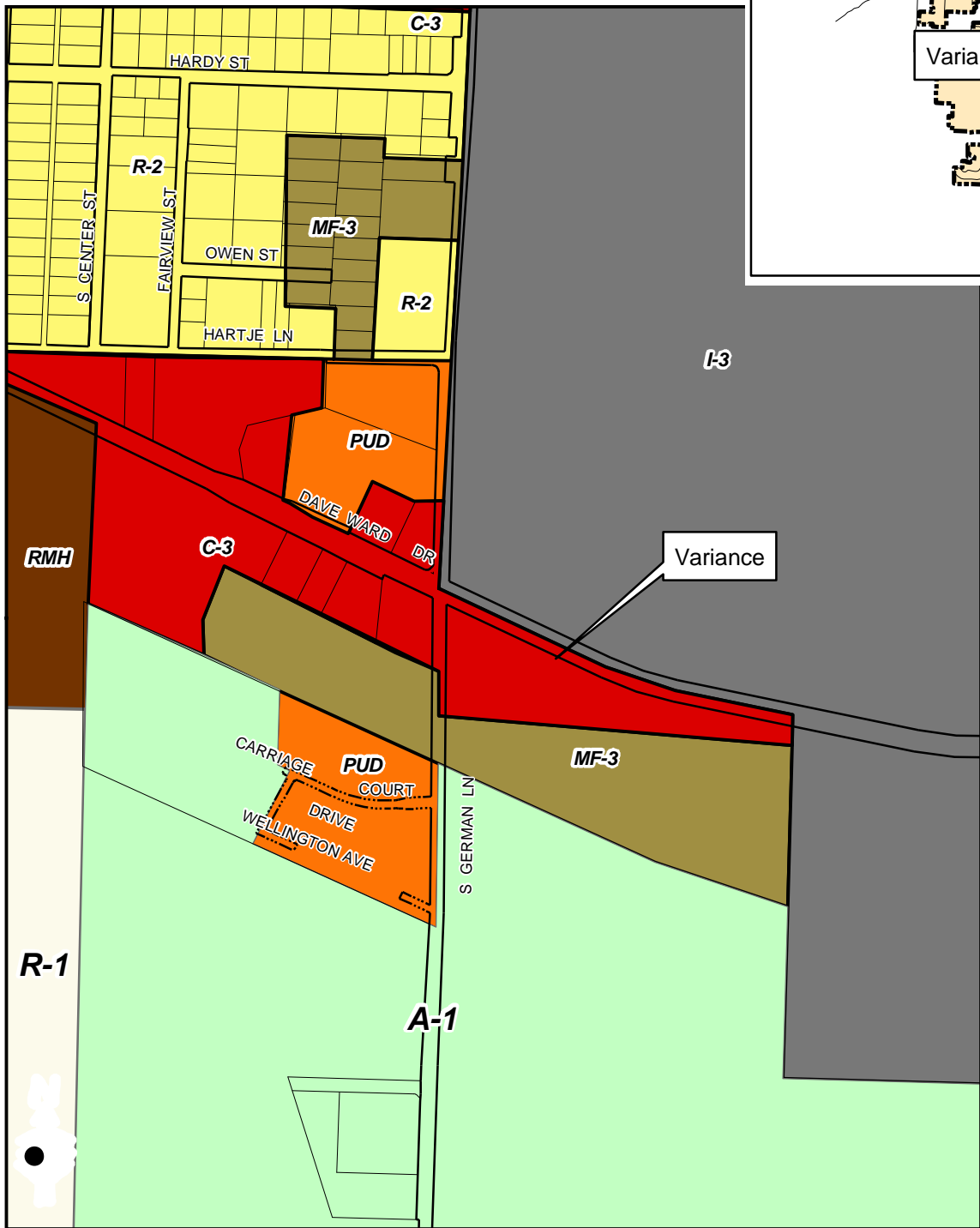
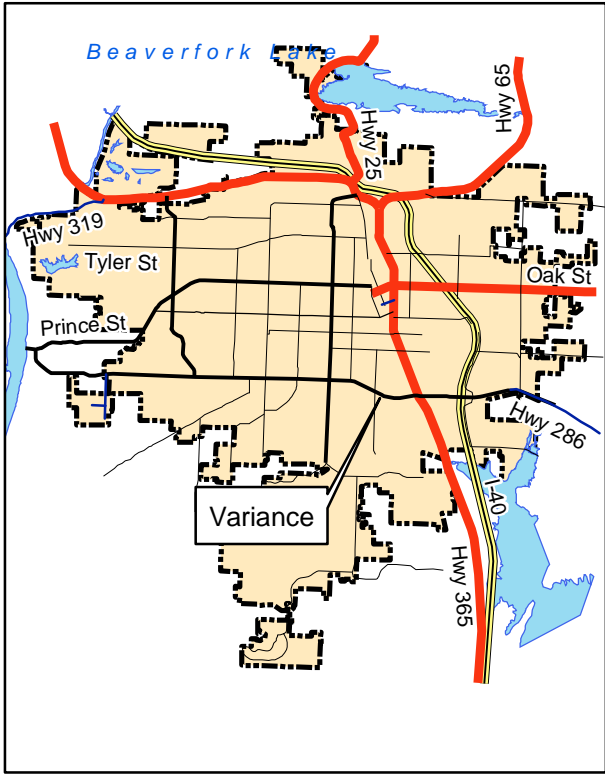
circulation through the development and allow the future structures to present a streetscape friendly building façade to Dave Ward Drive and South German Lane with the parking in the rear and on the side.

The proposed Dave Ward Drive curb cut will be right in / right out only as the median prohibits any left hand turning movements. The Dave Ward Drive Access Management Plan allows curb cuts on Dave Ward Drive that are at least 125 feet from an intersection and at least 300 feet from the nearest curb cut. This proposed curb cut satisfies this requirement as the drive will be 142 feet from the intersection and the nearest curb cut is over 800 feet to the west, on the north side of Dave Ward Drive.

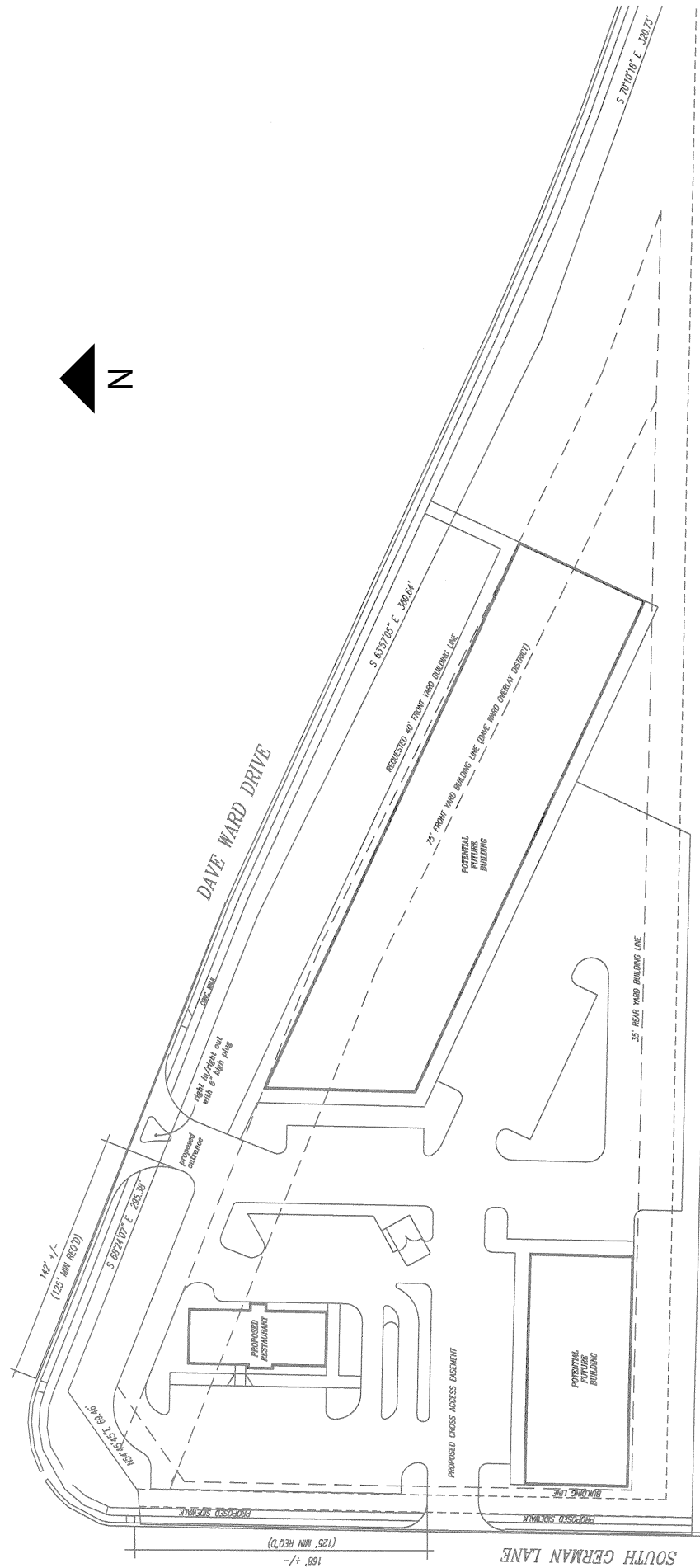
The foremost reason for allowing these variances and curb cut is the master plan as shown. Too often commercial developments are put into place in a piecemeal fashion that results in disjointed access and inefficient sites. This master plan as shown, works well. If these variances are granted, some insurance should be made that this plan is adhered to. A condition requiring the building footprints and access drives to approximately match the proposed plan should be considered.

ENCLOSURES

A map of the area and the submitted site plan



Nabholz Overlay Variance



N 88°45'53\"/>

Nabholz Overlay Variance
Proposed Site Plan

ORDINANCE NO.O-07-_____**AN ORDINANCE AUTHORIZING DONATION OF PARKS AND RECREATION DEPARTMENT EQUIPMENT; AND FOR OTHER PURPOSES**

WHEREAS, the Parks and Recreation Department replaced ball field lights several years ago and has nine (9) lights which were taken out of service but salvaged and have not been placed in service in any other area in the City, and

WHEREAS, Parks personnel do not believe that the equipment will be of need to the City in the near future, will further deteriorate through lack of operation and will require storage for adequate protection and public safety; and

WHEREAS, two neighboring communities (the City of Menifee and the City of Mayflower) have indicated that they have an immediate need for such lights; and

WHEREAS, the City of Conway has in effect received adequate non-monetary consideration for the donation of these assets by the City of Menifee and the City of Mayflower removing the lights from City property and allowing the City to avoid any related disposal cost of the items;

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

SECTION 1. The City Council hereby authorizes the Conway Parks and Recreation Department to donate nine ball field lights to the City of Menifee and the City of Mayflower;

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

PASSED this 24th day of July, 2007.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer

APPLICATION FOR PRIVATE PIER OR BOAT HOUSE

(Please type or print)

FIRST NAME & INITIAL William A LAST NAME Gillespie

INITIAL & MIDDLE NAME _____

MAILING ADDRESS 30 Hwy 25 N

CITY Conway STATE AR ZIP CODE 72032

LAKE STREET ADDRESS 30 Hwy 25 N

CITY Conway ZIP CODE 72032

HOME PHONE 329-3780 BUSINESS PHONE _____

I am applying for a permit to cover the following:

(Please check) DOCK/PIER _____ SINGLE BOAT HOUSE JT. BOAT HOUSE _____

The structure is to be constructed on Beaverfork Lake, Sub-Division _____, Lot(s) _____, Block(s) _____, with materials composed of: WOOD , METAL _____, FIBERGLASS _____, OTHER _____

The Lake Beaverfork Caretaker may contact me to arrange to inspect my property and plans:

(phone) 329-3780 (address) same

Attached is a rough sketch of the structure I propose to build, indicating dimensions and distance from shoreline of lake. Enclosed is my remittance of \$ _____ to cover the permit.

I agree to comply with all items listed in the POLICIES ON LAND USE AROUND BEAVERFORK LAKE. I agree to remove the structure, if abandoned. I understand that I must renew my permit annually. Failure to comply with commission codes and regulations will result in cancellation of this permit and the removal of the structure.

William A Gillespie
Applicant(s) Signature

DATE 4-6-07
Month Day Year

Applicant(s) Signature _____

City Engineer Approval

Lake Beaverfork Caretaker Approval

Building Inspector Approval

[Signature]

Date 7-12-07

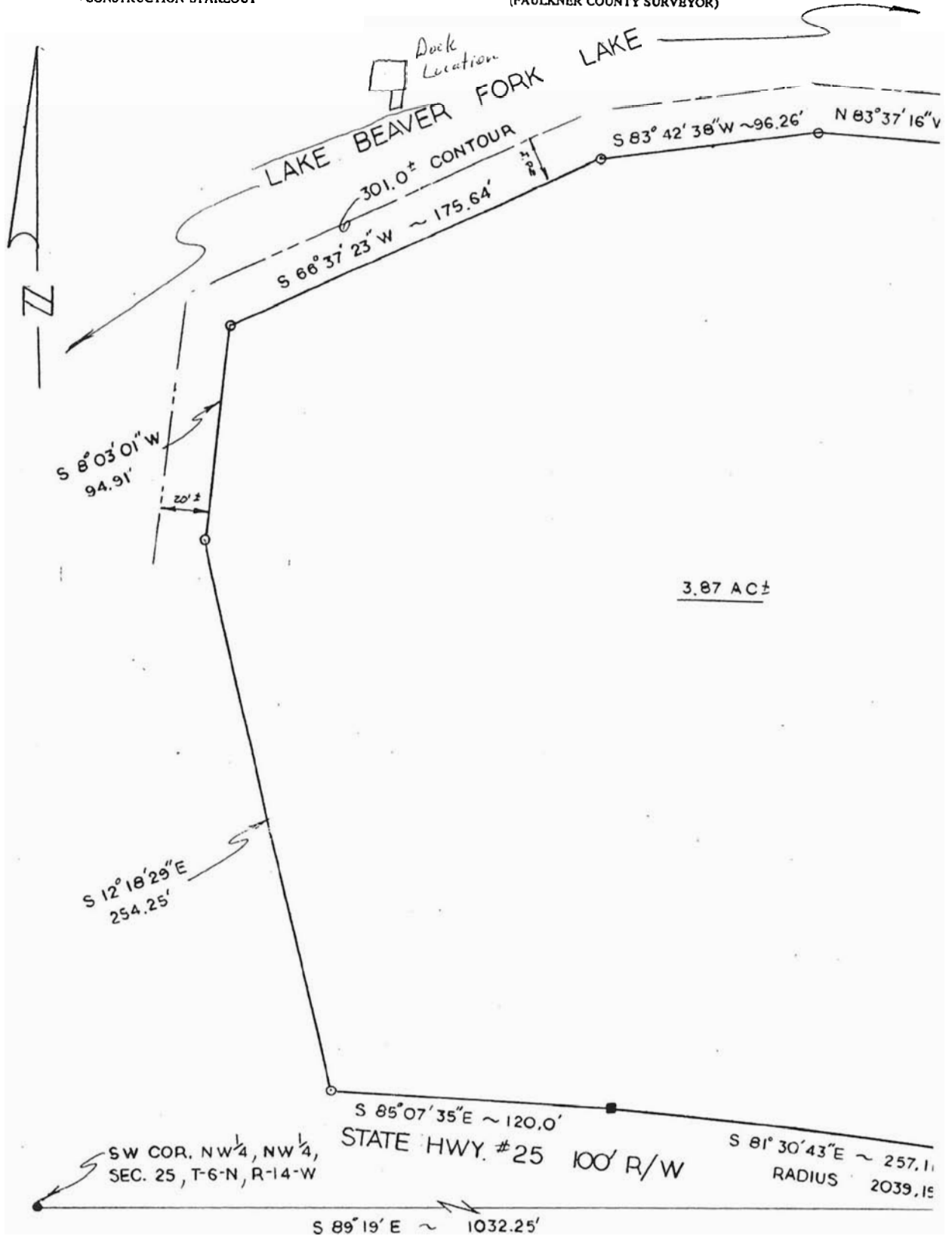
Date 4-6-07

Date 4-10-07

based on structural certification by Stephen McJannet

BOTH PROPERTY OWNERS MUST SIGN ON A JOINT BOAT HOUSE

Complete Application form and return to: City of Conway
Parks & Recreation Department
Conway, AR 72032



DESCRIPTION:

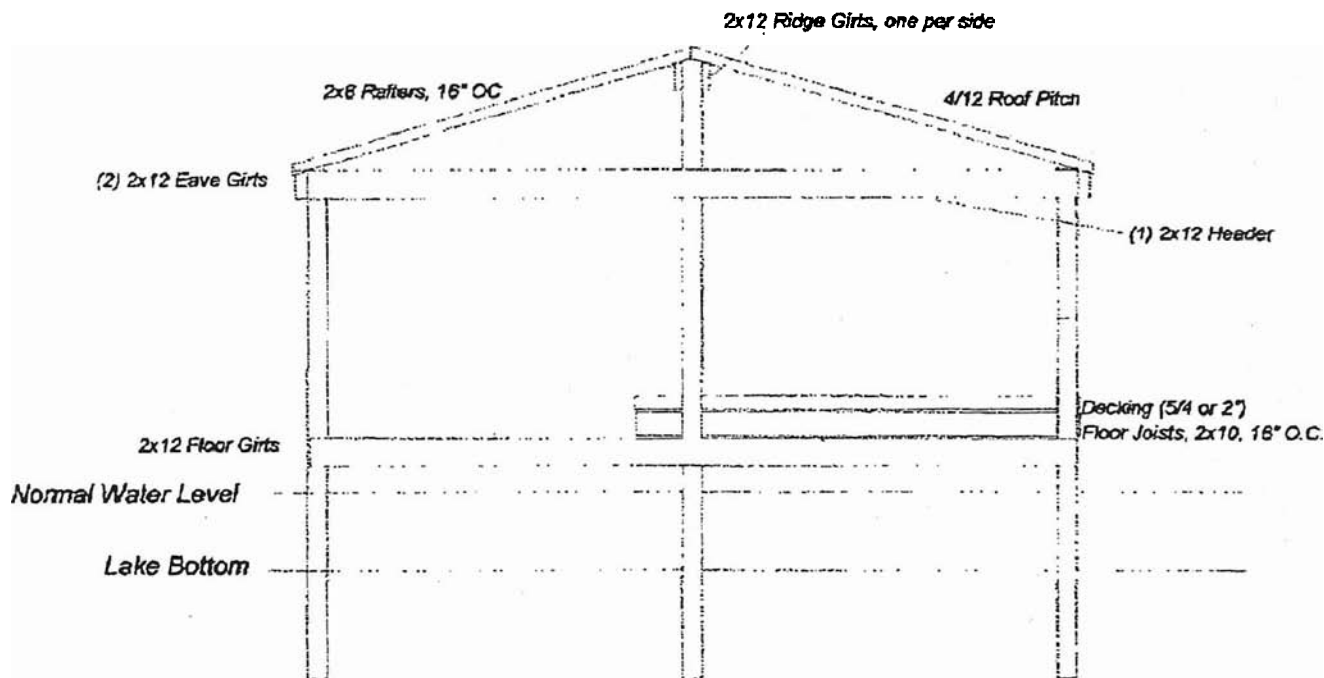
Part of the NW 1/4, NW 1/4 of Section 25, T-6-N, R-14-W, Faulkner County, Arkansas, described as follows: of intersection of Old State Highway #25 and the South Line of said NW 1/4, NW 1/4 (said Point being the SW Corner of said NW 1/4, NW 1/4); run thence N 89°19' W along the South Line of said NW 1/4, NW 1/4 45.73 feet to the Point of Beginning, said Point being on the North right-of-way of State Highway #25; thence N 41°13'50" W 96.08 feet; thence N 83°37'16" W 95.14 feet; thence S 83°42'38" W 96.26 feet; thence S 8°03'01" W 94.91 feet; thence S 12°18'29" E 254.25 feet to the North right-of-way of State Highway #25; thence along and with said right-of-way S 85°07'35" E 120.0 feet to the Point of curvature of a circular arc with a radius of 2,039.15 feet; thence in a Southeasterly direction along said curve (chord S 81°30'43" E 257.11 feet) to the Point of Beginning, containing 3.87 acres, more or less.

Boat Dock Specifications
30 Hwy 25 N
Conway, Arkansas 72032

1. **Building Columns:** Round poles, approx. 9" diameter at base, treated, set at least 36" in ground.
2. **Floor Girts:** Treated pine (or equivalently sized Glulam) will be used for the floor girts. Sizes vary depending on specific location - see drawings for details. These will be bolted to the poles using 1/2" galvanized bolts and washers, 2 bolts per pole.
3. **Floor Joists:** 2x10 treated pine will be used for the floor joists. These will be 16" O.C.
4. **Eave Girts:** 2x12 treated pine will be used for the eave girts. These will be doubled and will be installed on the outside of the poles. These will be attached to the poles using 1/2" galvanized lag screws and washers, 2 screws per pole.
5. **Ridge Girts:** 2x12 treated pine will be used for the ridge girts. These will be installed with one on each side of the ridge pole, and they will be connected using 1/2" galvanized lag bolts with washers, 2 per pole.
6. **Rafters:** 2x8 treated pine will be used for the rafters, 16" O.C.
7. **Roof Decking:** Roof decking will be 3/4" treated plywood.
8. **Roof:** 15 lb. felt underlayment, asphalt shingles.
9. **Roof Nails:** 3/4" long galvanized with neoprene washers.
10. **X-Bracing:** X-Braces under the decking will use 2x6 treated pine. Bracing will be laid flat and screwed to the floor joists.
11. **Deck:** Dock decking will be 2x4 treated pine or 5/4x6 treated pine or composite decking material.
12. **Insulation:** None.
13. **Framing Nails:** 16d common.
14. **Wood Treatment:** AWPA C2 using CCA preservative to 0.6 lbs./c.ft. retention. No tar allowed.
15. **Electrical:** Ground-fault circuit interrupting receptacles with weatherproof cover plates. Type UF 12/2 with ground copper cables for branch circuits. Plastic boxes. Incandescent exterior light fixtures rated for damp locations with single pole switches. Exterior switches with weatherproof covers. All electrical by owner. Load center feeder 8/2 with ground Type UF copper cable from house load center. In-use cover plates for battery charger outlets. Electrical to conform with the 2005 Edition of the National Electrical Code.

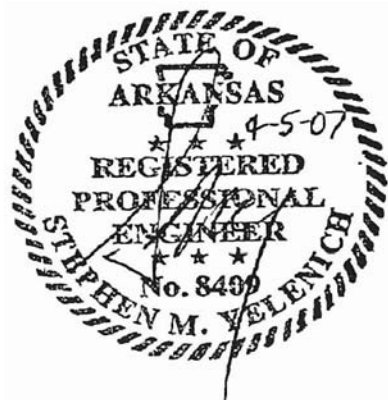
This is to certify that the planned boat dock for the Gillespie's at 30 Hwy 25 N meets 2003 I.B.C. design load criteria for minimum live load of 30 psf, wind load of 20 psf, and roof live load of 16 psf.

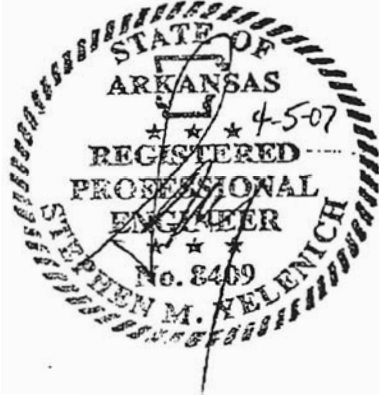
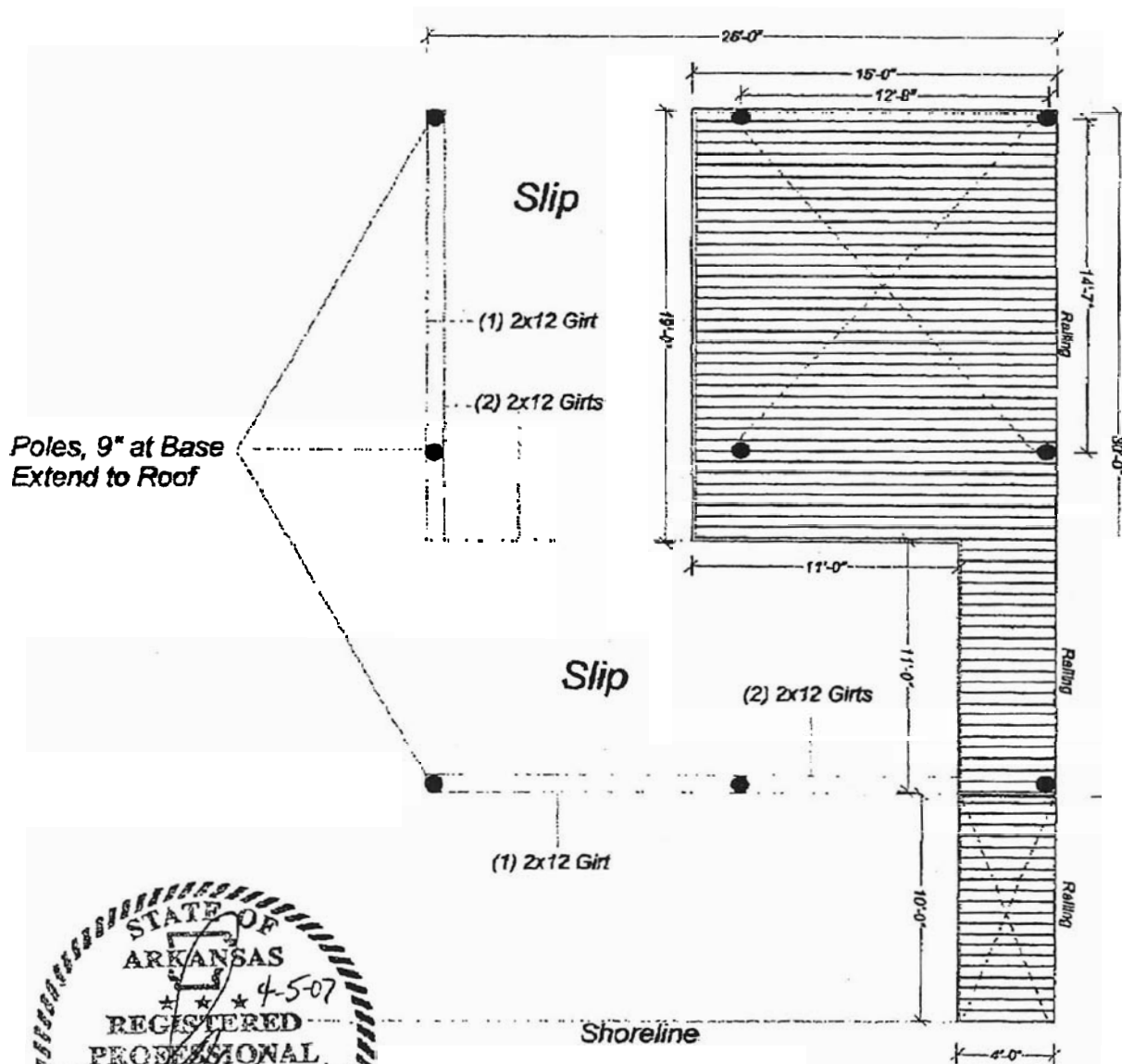




Boat Dock South Elevation 30 Hwy 25 N

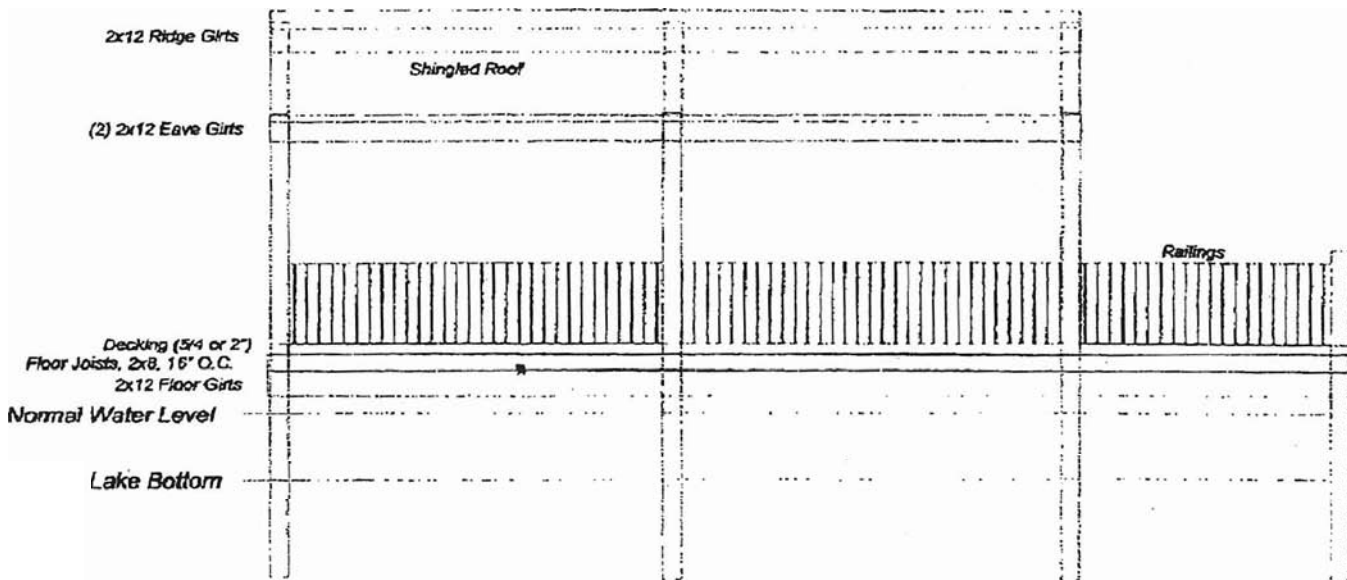
This is to certify that the planned boat dock for the Gillespie's at 30 Hwy 25 N meets 2003 I.B.C. design load criteria for minimum live load of 30 psf, wind load of 20 psf, and roof live load of 16 psf.





Boat Dock Floor Plan
30 Hwy 25 N

This is to certify that the planned boat dock for the Gillespie's at 30 Hwy 25 N meets 2003 I.B.C. design load criteria for minimum live load of 30 psf, wind load of 20 psf, and roof live load of 16 psf.



**Boat Dock West Elevation
30 Hwy 25 N**

This is to certify that the planned boat dock for the Gillespie's at 30 Hwy 25 N meets 2003 I.B.C. design load criteria for minimum live load of 30 psf, wind load of 20 psf, and roof live load of 16 psf.



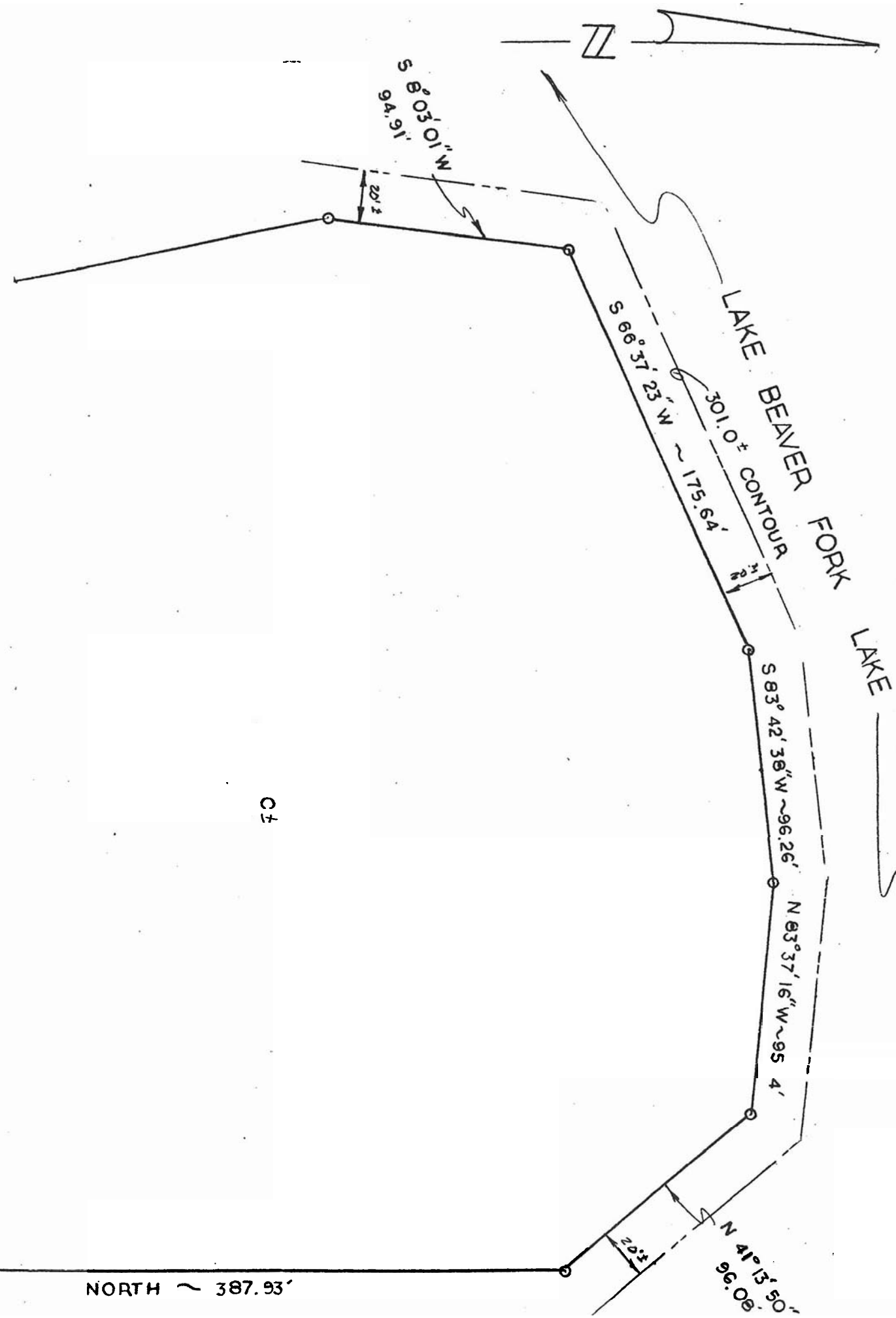
BOUNDARY & TOPOGRAPHIC SURVEYS
PERCOLATION TESTS
CONSTRUCTION STAKEOUT



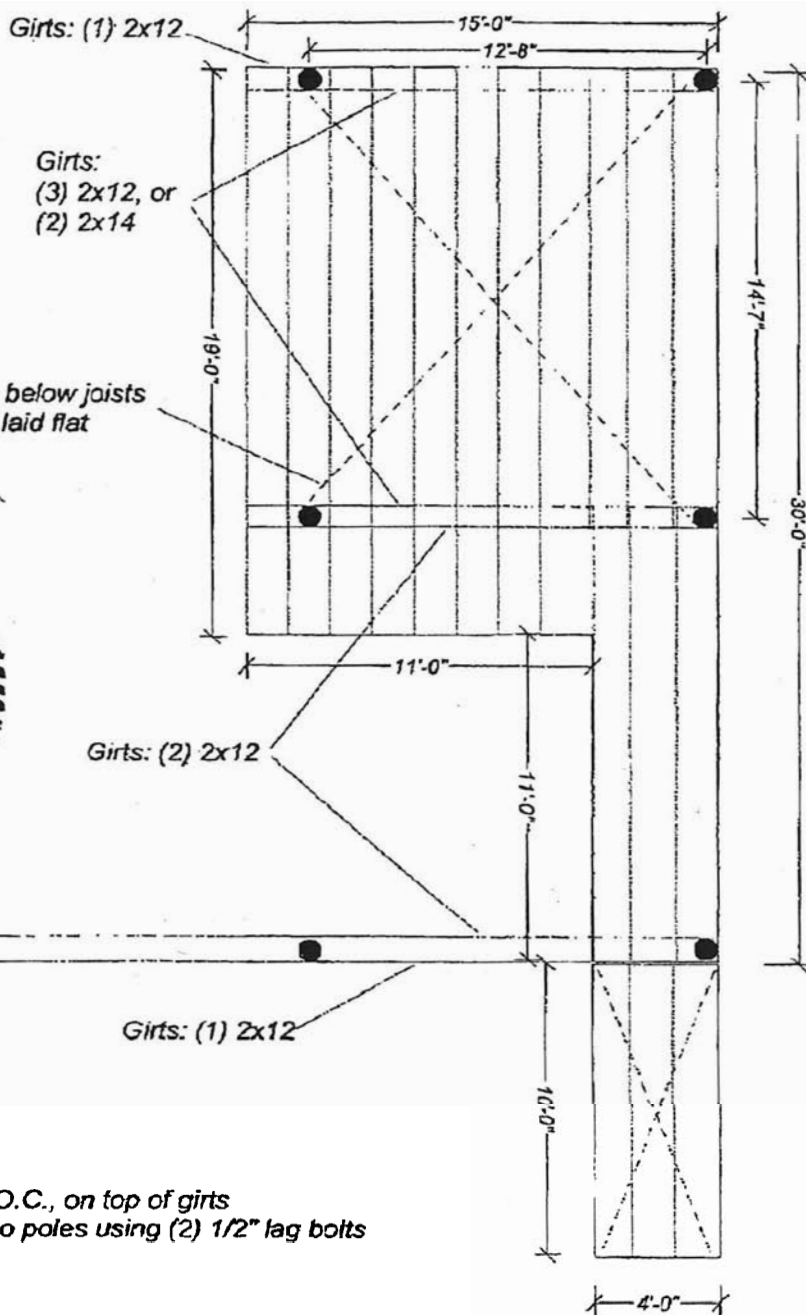
Jerry L. Earnhart

ARKANSAS REGISTERED LAND SURVEYOR #1062
(FAULKNER COUNTY SURVEYOR)

10 SHEILA DR. • GREENBRIER, AR 72058 (501) 679-3634



C7



Joists are 2x10, 16" O.C., on top of girts
 Girts are connected to poles using (2) 1/2" lag bolts

Boat Dock Joist Framing Plan 30 Hwy 25 N

This is to certify that the planned boat dock for the Gillespie's at 30 Hwy 25 N meets 2003 I.B.C. design load criteria for minimum live load of 30 psf, wind load of 20 psf, and roof live load of 16 psf.

ORDINANCE NO. O-07-____

**AN ORDINANCE APPROPRIATING PARK IMPACT REVENUE FUNDS;
DECLARING AN EMERGENCY AND FOR OTHER PURPOSES:**

WHEREAS, the City of Conway wishes to purchase First State Park; and

WHEREAS, funding made available through this financing has not previously been appropriated by Council action;

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

SECTION 1. The City of Conway shall appropriate \$700,000 from Special Revenue Fund Balance Appropriation (20.990) to Special Revenue Fund Lands (20.120.911) to pay down principle balance.

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

SECTION 4. This ordinance is necessary for the protection of the public peace, health and safety; an emergency is hereby passage declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED this 27th day of July 2007.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer

ORDINANCE NO. O-07- _____

AN ORDINANCE TO OFFER A REDUCED RATE TO FAULKNER COUNTY SOLID WASTE DISTRICT FOR A ONE TIME EVENT AT THE CITY OF CONWAY SANITATION DEPARTMENT, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES,

WHEREAS, the Faulkner County Solid Waste District would like to give Faulkner County citizens the opportunity to cleanup their properties & bring their waste to designated locations throughout the county; and

WHEREAS, the Conway Landfill will be open for this one time event to the Faulkner County Solid Waste District on September 8th, 2007; and

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

SECTION 1. The City of Conway Sanitation Department shall open for the date stated above and shall accept all household trash except:

- Tires
- Hazard materials
- Yard Waste
- Liquids (paints, freon, oil, etc.)

SECTION 2. The City will charge the District a standard fee of \$22.74 per ton or \$11.37 per half ton/minimum.

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

SECTION 4. This ordinance is necessary for the protection of the public peace, health and safety and an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED this 24th day of July, 2007.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



*Faulkner County Solid Waste Management District
P.O. Box 1857 Conway, AR 72032
Ph. (501) 336-0758 Fax (501) 336-0758*

*Chairperson
Preston Scroggins*

July 20, 2007

Mayor Tab Townsell
City Council Members
1201 Oak Street
Conway, AR 72034

Dear Mayor & City Council Members:

On September 8th, 2007 the newly created Faulkner County Solid Waste District would like to provide the citizens of Faulkner County a county wide clean up free of charge. The District would like to be allowed to bring waste to the Conway Landfill at the city rate for that day only. The District would be provided this rate, not the citizens of Faulkner County.

In addition, the Faulkner County Solid Waste District would like to request the use of two roll off trucks, six containers, and two drivers for the event. The District would reimburse the City actual cost for the use of the equipment and employees.

If you have any questions please advise.

Sincerely,

Preston Scroggin
Chairman, Faulkner County Solid Management Waste District

ORDINANCE NO. O-07- _____

**AN ORDINANCE APPROPRIATING REVENUE FUNDS
TO THE CONWAY ANIMAL WELFARE UNIT,
DECLARING AN EMERGENCY; AND FOR OTHER
PURPOSES**

WHEREAS, the Conway Animal Welfare Unit requests a revenue appropriation of \$ 8,290.09 to repair a truck that was involved in an accident and;

WHEREAS, funds in the amount of \$8,290.09 were receive by Shelter Insurance Company to be used for said purpose;

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

SECTION 1. The City of Conway shall appropriate \$8,290.09 from the General Fund Insurance Proceeds account (01.512) to the Animal Welfare Vehicle Maintenance account (01.126.234).

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

PASSED this 24th day of July, 2007.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer

ORDINANCE NO. O-07-_____

AN ORDINANCE ADOPTING THE CONWAY FIRE DEPARTMENT RULES AND REGULATIONS (2007 EDITION) AS AMENDED FOR THE CITY OF CONWAY; DECLARING AN EMERGENCY; REPEALING ORDINANCE NO. O-2004-142 AND ANY OTHER ORDINANCES IN CONFLICT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:

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

SECTION 1: That there is hereby adopted by the City of Conway, Arkansas, pursuant to Arkansas Code Annotated §14-55-207(a), for the purpose of establishing rules and regulations to assist in preventing and controlling fires in and outside of structures in the City of Conway so as to safeguard life, health and public welfare and the protection of property, that certain Arkansas Fire Prevention Code, which has been adopted by the State of Arkansas as the 2002 or most current Edition of the Arkansas Fire Prevention Code.

SECTION 2: That not less than three (3) copies of the code, or the pertinent parts thereof, have been and are now filed in the office of the Clerk/Treasurer of the City of Conway, Arkansas, for inspection and view by the public prior to the passage of this ordinance, and the same are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling.

SECTION 3: That pursuant to A.C.A. §14-55-207(c), the City Clerk of the City of Conway has published a public notice, by publication in a paper of general circulation within the City of Conway, stating that copies of rules and regulations, or the pertinent parts thereof, are open to public examination prior to the passage of this ordinance.

SECTION 4: That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of that conflict, including, specifically, Ordinance No. O-2004-142.

SECTION 5: That this ordinance is necessary for the protection of the peace, health and safety of the citizens of Conway, and therefore, an emergency is declared to exist, and this ordinance shall go into effect from and after its passage and approval.

PASSED this 24th day of July, 2007.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

ORDINANCE NO. O-07-____

**AN ORDINANCE WAIVING BIDS FOR THE CITY OF CONWAY TO UTILIZE A
SOLE SOURCE VENDOR TO REPLACE PUBLIC SAFETY SOFTWARE AND
APPROPRIATING FUNDS FOR THE SOFTWARE PURCHASE; DECLARING AN
EMERGENCY, AND FOR OTHER PURPOSES.**

WHEREAS, the City of Conway Emergency Services; Police, Fire, and Telecommunications, require comprehensive software (Records Management, CAD, and Fire) to provide up to date information for immediate and safe response to emergencies;

WHEREAS, the current Public Safety Software is unable to stay current in technology at a reasonable cost to the City of Conway and unable to report crime data in NIBRS format to the FBI (Current sunset date of January 2008);

WHEREAS, the City of Conway Emergency Services; Police, Fire, and Telecommunications, have investigated several Public Safety Software packages, and have unanimously chosen Southern Software of Southern Pines, NC;

WHEREAS, the City of Conway Information Technology Department is requesting \$353,145.28 to purchase new Public Safety Software;

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

SECTION 1. The City of Conway hereby approves a waiver of the bid requirement to purchase Public Safety Software from Southern Software of Southern Pines, NC and shall accept the following sole provider.

SECTION 2. The City of Conway shall appropriate \$353,145.28 from the Capital Improvements Fund (31.990), financed by the pay as you go portion of the proceeds of the 2006 Bond Issue Fund, to Software 31.113.909.

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

SECTION 4. This ordinance is necessary for the protection of the public peace, health, and safety and an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED this 24th day of July 2007.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



City of Conway
Conway Emergency Operations Center



MEMORANDUM

TO: Mayor Townsell
FROM: Lloyd Hartzell *LHartzell*
DATE: June 6, 2007
SUBJECT: Replacement of Public Safety Software

We continue to struggle with our existing Public Safety Software (Sungard, HTE). Considerations for the replacement of Sungard, HTE software include their inability to stay current in technology at a reasonable cost, and the mandate by the state that we submit crime data to the FBI in NIBRS format by January 1, 2008.

The Police Department and the Fire Department, and the Emergency Operations Center are in complete agreement that we need to replace our software (CAD, Records Management, and Firehouse) with Southern Software applications.

We have researched other software companies and spoken with several agencies that use various software packages and are in agreement with Southern Software.

Southern Software's purchase price is \$353,145.28, which includes maintenance for one (1) year.

Key points to purchase Southern Software

- NIBRS compliant (required by the state)
- Reduces current duplication of data collection
- Officers would not have to return to the station to complete or turn in reports
- Police and Fire vehicles *with tracking* devices can be monitored by dispatch.
- Report information will be checked for accuracy at the entry level.
- Reduction in data entry workload for Records
- Fire, Police, and Dispatch share the same information
- Other cities that have Southern Software can easily share information (Maumelle, North Little Rock, Benton County Sheriff's Office)
- Upgrades and enhancements are included in the maintenance cost.
- Windows Platform.



Southern Software, Inc.

Conway Police Department Proposals

June 11, 2007

Total Police-Pak™	\$99,954.28
Total CAD	\$183,946.25
Total Mobile-Pak™	\$69,244.75
TOTAL	\$353,145.28

*****:

PAYMENT TERMS:

- ❖ 30% OF SOFTWARE PLUS 100% MANAGEMENT FEE AND CONVERSION
DUE UPON SIGNING OF CONTRACT
\$147,016.68
- ❖ 60% OF SOFTWARE DUE UPON COMPLETION OF INSTALLATION AND
TRAINING
\$145,444.80
- ❖ FINAL 10% OF SOFTWARE DUE 30 DAYS AFTER COMPLETION OF
INSTALLATION AND TRAINING
\$60,683.80



Southern Software, Inc.

Agency: Conway Police Department
Contact: Lloyd Hartzell
Date: 6/11/2007

POLICE-PAK™		Qty
Police-Pak™	POLICE RECORDS SOFTWARE INCLUDES: INCIDENT AND ARREST REPORTING IN ACCORDANCE WITH STATE SPECIFICATIONS.	1
Police-Pak™ Additional Licenses	ADDITIONAL POLICE-PAK™ LICENSE(S)	49
Police-Pak™ Field Reporting Licenses	ADDITIONAL POLICE-PAK™ MDT LICENSE(S)	21
HeRMAN	HUMAN RESOURCES MODULE	FREE
HTE Data Conversion		1
Total Software:		\$79,995.00

PROJECT MANAGEMENT

Project Management Fee	INSTALLATION, TRAINING AND A PROJECT MANAGER.	
Total Project Management:		\$12,459.28

YEARLY SUPPORT / USER FEE

Police-Pak™ Support	8:30-5, M-F POLICE-PAK™ ANNUAL SUPPORT FEE COVERS TELEPHONE AND MODEM SUPPORT. THIS INCLUDES REGULAR PROGRAM UPDATES.	1 YEAR
Additional Licenses	8:30-5, M-F SUPPORT FOR ADDITIONAL POLICE-PAK™ LICENSE(S)	1 YEAR
Total Support:		\$7,500.00

TOTAL INVESTMENT (STATE TAX AND SHIPPING NOT INCLUDED) **\$99,954.28**

NOTE: IF MORE THAN 7 CONCURRENT LICENSES ARE PURCHASED, THEN MICROSOFT® SQL SERVER 2005™ IS REQUIRED.

Proposal of software is valid for (60) days from date of proposal.

Proposal of hardware is valid for (30) days from date of proposal.

Police-Pak™ Software includes (30) days of free support, including all updates.

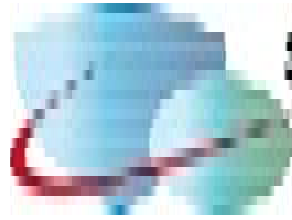
Management fees include training, installation, and project management.

Southern Software will install its software products only on computer configurations compatible with these products. Hardware specifications are available upon request.

Contact information for Public Safety Representative:

**Mike Moody
Southern Software
150 Perry Drive
Southern Pines, NC 28387**

Business:	800.842.8190
Mobile:	910638.1934
Fax:	910.695.0251
E-Mail	mmoody@southernsoftware.com



Southern Software, Inc.

Agency: Conway Police Department

Contact: Lloyd Hartzell
Date: 6/11/2007

CAD SOFTWARE		Qty
CAD		4
CAD Admin Positions		1
Reporting Station		5
AMS		1
AMS Integration		1
Alpha Paging System		1
Dispatch Map Interface		4
Dispatch Map Interface - Admin Positions		1
AVL positions		5
Evaluation of GIS/911 Centerline Base Map		1
CAD interface for NCIC		1
pcAnywhere		1
TOTAL SOFTWARE:		\$149,370.00

PROJECT MANAGEMENT

Management Fee
- install/training/management

TOTAL PROJECT MANAGEMENT FEE: \$16,086.25

YEARLY SUPPORT		Qty
-----------------------	--	------------

CAD	24/7 SUPPORT	1
AMS	8:30-5, M-F	1
Dispatch Map Interface	24/7 SUPPORT	1
Alpha-Paging	24/7 SUPPORT	1
NCIC	24/7 SUPPORT	1
TOTAL SUPPORT:		\$18,490.00

TOTAL INVESTMENT (STATE TAX AND SHIPPING NOT INCLUDED) \$183,946.25

NOTE: A Separate Server is Required for CAD Interface to NCIC , this may also be used for the Mobile-Pak.

NOTE: MICROSOFT® SQL SERVER 2005™ IS REQUIRED.

Proposal of software is valid for (60) days from date of proposal.

Proposal of hardware is valid for (30) days from date of proposal.

CAD Software includes (30) days of free support, including all updates.

Management fees include training, installation, and project management.

Southern Software will install its software products only on computer configurations compatible with these products. Hardware specifications are available upon request.

Contact information for Public Safety Representative:

**Mike Moody
Southern Software
150 Perry Drive
Southern Pines, NC 28387**

**Business: 800.842.8190
Mobile: 910.638.1934
Fax: 910.695.0251
E-Mail mmoody@southernsoftware.com**



Southern Software, Inc.

Agency: Conway Police Department
Contact: Lloyd Hartzell
Date: 6/11/2007

MOBILE SOFTWARE

Qty

Base MDC Software (CAD, MAP, NCIC, Chat, email)	21
Quantum Router Message Switch - Number of concurrent users:	13
Drops NCIC Data for Reports	21
pcAnywhere	1
AVL SYSTEM with Hardware	21
DataRadio Interface	1

Software:	\$61,490.00
<i>Southern Software Discount:</i>	<i>\$18,447.00</i>
TOTAL SOFTWARE:	\$43,043.00

PROJECT MANAGEMENT

Management Fee
- install/training/management

TOTAL PROJECT MANAGEMENT: \$15,748.75

YEARLY SUPPORT

Mobile-Pak 8:30-5, M-F

1
YEAR

Total Support: \$10,453.00

TOTAL INVESTMENT (STATE TAX AND SHIPPING NOT INCLUDED)

\$69,244.75

NOTE: A Separate Server is Required for Mobile-Pak, this may also be used for the CAD Interface to NCIC. Agency Requirements

All connections and fees to State CJIS/NCIC including hardware provided by Agency. TCP/IP Interface Required.

All connections and fees to Agency LAN including hardware provided by Agency. 100MB Ethernet LAN Required.

Wireless Modem from the following providers Southern Linc, Sprint, Nextel, Verizon Required.

Wireless Service Plans are required for each wireless modem and is provided by Agency.

\$19-69/month/user typical.

Agency to provide Dialup Access or Secure Internet Access (VPN) to servers for support.

Agency must configure all Networking Mobile and CAD workstations to Ping Servers before installation begins. Use Static IP Addresses.

High Speed Internet or Dedicated Line Access to Wireless Network Operations Center required and provided by Agency. Switch must have Public static IP.

Notes

*****Dell Server Tower Single processor, 40 GB Hd 1 Gb Ram**

Proposal of software is valid for (60) days from date of proposal.

Proposal of hardware is valid for (30) days from date of proposal.

Management fees include training, installation, and project management.

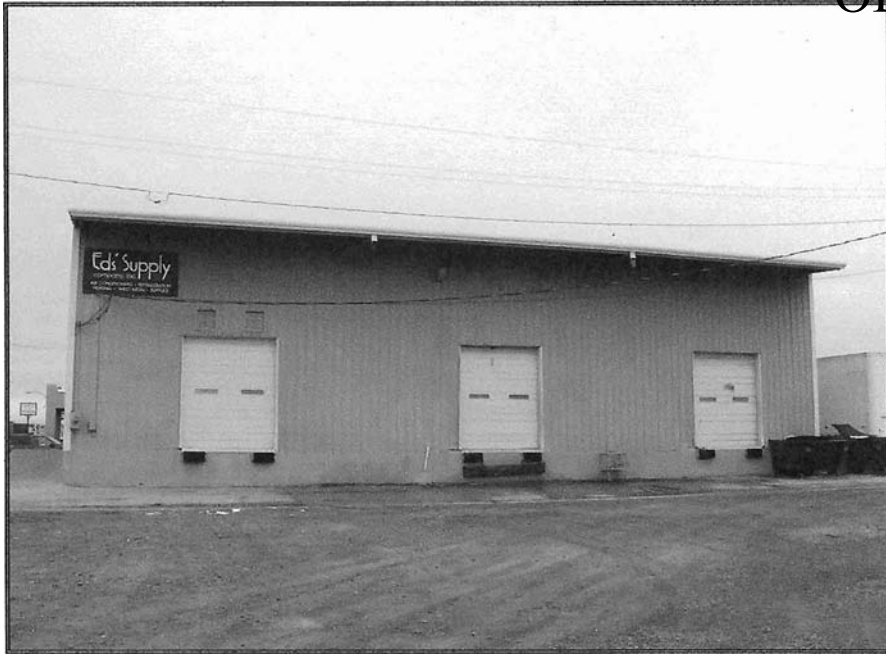
Contact information for Public Safety Representative:

**Craig Goodnight
Southern Software
150 Perry Drive
Southern Pines, NC 28387**

**Business: 800.842.8190
Mobile: 910.638.1935
Fax: 910.695.0251
E-Mail: cgoodnight@southernsoftware.com**

MARKET RENT ANALYSIS

OB/7A



**CITY OF CONWAY PROPERTY
600 & 618 FRONT STREET
CONWAY, AR 72032**

PREPARED FOR

**MAYOR TAB TOWNSELL
CITY OF CONWAY
1201 OAK STREET
CONWAY, AR 72032**

AS OF

MAY 24, 2007

BY

**JUSTIN COOPER
COATS APPRAISAL SERVICE, INC.
394 HIGHWAY 65 NORTH
CONWAY, ARKANSAS 72032
PHONE 327-7301
FAX 327-5454**



June 1, 2007

Ed's Supply Company, Inc.
2611 West 7th St.
Little Rock, AR 72205

RE: Ed's Supply Co.
618 Front St.
Conway, Arkansas

Dear Sirs:

Per your instructions and in accordance with your request, we have completed a comparative rental survey on the above property for the purpose of estimating "alternative market rental rates". This rental analysis is done under Standard 4 "Real Property/Real Estate Consulting Development of Uniform Standards of Professional Appraisal Practice. This report is a comparative rental survey, **and not an appraisal report**. The objective of this report is to establish market rents for warehouse space in Conway, AR. This report is to be used by Ed's Supply Company. In doing this analysis the appraiser verified the rents of the competing warehouses in the subject's neighborhood and market area, which is the City of Conway, AR.

The property was inspected on May 16, 2007. The following report contains data gathered during our investigation and shows the method of rental analysis in detail. Your attention is directed to the Rent Comparables.

The appraisers signing this report have no knowledge concerning the presence or absence of toxic materials, asbestos, and/or ureaformaldehyde foam insulation in existing improvements. If such is present, the rental value of the property may be adversely affected, and a reanalysis at additional cost will be necessary to estimate the affects of such.

This Comparative Rental Survey report was not based on a requested minimum rental rate or a specified rent.

Consulting • Valuation • Expert Testimony

**COMPARATIVE
RENT STUDY**

Office/Warehouse Space
Conway, Arkansas

Date of Report:

June 1, 2007

FOR

Ed's Supply Company, Inc.
2611 West 7th St.
Little Rock, AR 72205

PREPARED BY

Affiliated Real Estate Appraisers
Tom M. Ferstl, MAI, SRA, EAC
Zach Holland, AR SR 2911
621 E. Capitol Ave.
Little Rock, Arkansas 72201

May 24, 2007

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

Mr. Townsell:

Re: An Opinion of the market rent of the property located at 600 & 618 Front Street in the city of Conway, AR.

I have visited the interior and exterior of the subject property located at 618 Front Street and the exterior of 600 Front Street, researched the property data, and am providing an opinion as to what the market rent for the subject property should be. It is assumed that the lease rate would be over a five year period. The purpose of this analysis is to provide an opinion as to the market rent for the subject property. The buildings consist of 7,740 SF of usable area according to the lease provided by the client. The buildings are situated on a city street near the police station. The client is The City of Conway, AR and they are the **intended user of the report**. The **intended use** is to assist the client in a financial decision regarding the compensation of the leaseholder of the property. The current zoning is C-1.

The report that follows includes rent comparables and a discussion regarding how they apply to the subject property. Pertinent data is included in the enclosed report and my files. The report has sufficient information as to not confuse the reader of the report. This report is not considered to be an appraisal.

Based on my research, it is my opinion that the monthly rent for the subject property as of May 24, 2007 is: \$2,580 or \$4.00 per foot per year.

TWO THOUSAND FIVE HUNDRED EIGHTY DOLLARS PER MONTH
Or \$2,580/MONTH

The estimate of market rental is subject to the Certification and Limitations that are a part of the report. If you have any questions regarding this analysis, please call me. Thank you for giving me the opportunity to provide this service to you.

Respectfully Submitted:



May 24, 2007

Justin Cooper, CG1302
Coats Appraisal Service, Inc.

CONCLUSION:

. Gross Weighted Adjustment Analysis

In addition to the adjusted mean, median, mode, and range values, the “weighted” average provides another perspective from which to view rents. Through the Gross Weighted Analysis Technique, the greater the degree of similarity between the subject property and the comparable rent, the greater the weight placed on that rent in determining the final value. The Gross Adjustment Weighted Value of alternative leases was determined to be as follows:

Comparable	Rental Rate	Percent Weighting	Value Contribution
1	\$8.40	15%	\$1.26
2	\$3.67	5%	\$0.18
3	\$8.40	15%	\$1.26
4	\$3.84	5%	\$0.19
5	\$5.89	5%	\$0.29
6	\$2.59	25%	\$0.65
7	\$5.40	25%	\$1.35
8	\$9.73	5%	\$0.49
Gross Weighted Value			\$5.67

The range of possible yearly rents for an alternative warehouse property is from \$2.59 to \$9.73 per square foot in the above analysis.

The average rental rate is \$5.99.

It is the opinion of the appraisers that the projected rent for an available alternative office/warehouse space should be approximately **\$5.70** per square foot per annum.

The projected rent for the mezzanine storage space should be approximately **\$2.50**.

Therefore, the yearly rent of an available alternative office/warehouse space the same size as 618 Front St. should be as follows:

$$\begin{aligned} 7,882 \text{ SF} \times \$5.70/\text{SF} &= \$44,927 \text{ (office/warehouse)} \\ 852 \text{ SF} \times \$2.50/\text{SF} &= \$2,130 \text{ (mezzanine storage)} \end{aligned}$$

$$\$44,927 + \$2,130 = \text{\$47,057 per year or } \text{\$3,921 per month.}$$

It should be noted that the rental rate we arrived at is not necessarily the rate that the property at 618 Front St. would command but is the rate at which the former tenant can easily find alternative space to equally fit their needs in Conway, AR.

ORDINANCE NO. O-07-_____

**AN ORDINANCE APPROPRIATING FUNDS FOR THE PUBLIC ART PROJECT
AT CITY HALL; AND FOR OTHER PURPOSES:**

WHEREAS, the City of Conway has determined that it would be beneficial to support art endeavors throughout the City and has identified several initial projects which will beautify the community.

WHEREAS, completion of the mural to be painted at City Hall requires the use of a scaffold, for which funding has not been previously provided.

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

SECTION 1. The City of Conway shall appropriate \$8,000 from the General Fund Balance Appropriation Account (01.990) to 01.106.353 (Equipment Rentals) for the rental of a scaffold to be used during painting at City Hall.

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

PASSED this 24th day of July, 2007.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk / Treasurer

Thursday, July 12, 2007

NB/8B

Conway City Council
1201 Oak Street.
Conway, AR 72032

Dear Council,

My name is Morton Brown, and I am the lead artist on the Conway Community Mural Project, which was recently approved by Council to be created in August, 2007, on the side of City Hall. I write you today to request that you reconsider at your July 24th meeting your previous decision to have the trees that currently reside in front of the mural site stay in place during, and potentially past the mural creation.

I am working in concert with the Conway Tree Board on the recommendation that the cedar tree be removed permanently from this location and that a suitable, yet smaller species be planted in its place or nearby so that the mural would not be obscured. Also in this recommendation, I would submit that the smaller trees along the sidewalk in front of the mural be relocated to another spot in Simon Park or elsewhere in downtown Conway as they would also greatly compromise the viewing of the mural. Roughly 50% of the mural surface will be obscured by the trees if we proceed. Many community members and faculty of UCA asked about the trees early in the process, stating that this is not a site conducive to a mural if they remained in place.

I do not want to contribute to a wholesale destruction of trees in downtown. I am originally from Clinton, Arkansas, but have lived in a very urban setting for the past ten years- in Philadelphia and Pittsburgh. I understand very well that trees in any downtown area should be cherished and preserved. In this case, however, I believe that you have some competent and caring individuals in your Mayor, Tree Board, Public Art Committee and City Planning that, given the opportunity, could enact this plan for the trees in the park that would be much more aesthetically pleasing and frame your new mural like a piece of art in a museum. The Conway Public Art Committee also supports the idea of our reconfiguring of the trees in Simon Park during the mural painting period of August 13-October 6th, and feels that it would make a wonderful unveiling of both the mural and its new surroundings at the dedication ceremony scheduled for October 6th.

I am very uncomfortable creating a mural that would reside behind a group of trees, and we have been proceeding on this project with the understanding that the trees could be removed and/or relocated. The last thing that I want for myself, my artwork, and for the Conway community is to have this new mural look like an ill-planned afterthought addition to Simon Park. On the contrary, if we could take this opportunity to makeover the park, then everyone wins with a lasting, inviting, and permanent destination point in downtown Conway. Imagine how the mural could be used to promote downtown Conway businesses and the City itself in brochures, the City's website, storefronts, etc- now imagine that same image obscured by trees. It doesn't work.

I have enclosed three images that illustrate the mural site before the mural is created, what it would look like if trees were not removed, and what it would look like if our recommendation is approved. Thank you very much for your consideration, and should you have any questions or concerns, please do not hesitate to contact me at any time.

Sincerely,

Morton Brown
3616 Laird Street
Pittsburgh, PA 15212
412.901.1546

enclosures





Conway Community Mural Project

www.uca.edu/mural



CITY OF CONWAY
TREE BOARD
1201 OAK STREET
CONWAY, AR 72032
(501) 450-6105

July 17, 2006

Council Members
Office of the Mayor
1201 Oak Street
Conway, AR 72032

Dear Council Members:

A letter from artist Morton Brown which requested the removal of specific trees within Simon Park prior to the unveiling of the proposed City Hall mural was reviewed by the Tree Board at our regularly scheduled meeting on the evening of July 16th. Upon inspection of the site, the trees in question as well as the proposed mural location, and following a thorough discussion of all related materials, the Tree Board has unanimously approved the following motion:

"Recommend to remove one shortleaf pine ("Christmas Tree") and the four northernmost yaupon holly trees located within Simon Park and replace them with an equal quantity of suitable evergreen species in a suitable downtown location. All stumps must be ground or undercut and replaced with ground cover or grass, and Arkansas One-Call must be contacted to identify and mark all underground utilities prior to any digging."

The Board feels that this recommendation is warranted due to the trees in question suffering general health problems including a shallow root system, which makes them more susceptible to blow-down, and damaged trunks from years of poor lawn maintenance (weed eater scars where insects and disease can enter the trees). Also, these trees will undoubtedly obscure the view of the proposed mural, and therefore be in direct conflict with the city's new investment in a public art project. Finally, the Board has some safety concerns for the personnel required to decorate such a large tree each year; we are afraid an accident is bound to happen.

The Tree Board would like to take this opportunity to offer some recommendations for action. The Board feels that it is important, if possible, to have the four hollies in question be transplanted instead of killed. In the event a professional tree service deems it reasonable, and Arkansas One-Call identifies no utilities interfering with the current root system, we feel it is in the best interest of the city to simply have these wonderful, mature, and very valuable trees moved to a new location downtown. Another option discussed was to hold a public silent auction where residents could bid for the opportunity to own a "piece of downtown", and upon winning, they would pay to

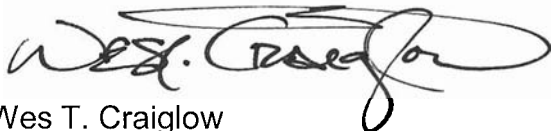
have the trees moved to their private property; a win-win situation. The funds generated could be spent by the Tree Board to increase community forestry efforts within the city (or downtown particularly).

Furthermore, we feel that a wonderful planting site for the new "City Christmas Tree" is the pie-shaped parcel of land which serves as the dividing line between the westbound lane of Oak Street and the eastbound lane of Van Ronkle Street, immediately across Van Ronkle from the Conway Chamber of Commerce. If a Christmas Tree were here, it would serve as a beautiful "gateway" into downtown for westbound travelers along Oak St., especially during the Holiday Season when it would serve to anchor and complement the current decorative efforts which take place along the Oak Street corridor. Ideally, the "old Earl Rogers building" would be acquired and that entire parcel could be developed into a significant landscaped "gateway" feature, welcoming visitors to downtown. It could be the centerpiece for an annual lighting ceremony at the Chamber as well as a turnaround point for a re-routed Christmas Parade.

The Conway Tree Board is available to help in any way you require. From our certified arboriculture and horticulture personnel to our community action committee, we have the resources necessary to provide technical expertise as well as publicize and coordinate city efforts. We would be interested in maintaining a reasonable amount of involvement throughout the course of any of the aforementioned projects, whether imminent or simply "potential" at this point.

Thank you for your consideration, and should you have any questions or concerns, please feel free to contact me at my office at any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Wes T. Craiglow". The signature is fluid and cursive, with a large loop at the end.

Wes T. Craiglow
Chairman
Conway Tree Board