

Aldermen

Mayor Tab Townsell

City Attorney Michael Murphy

City Clerk/Treasurer Michael O. Garrett



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

City of Conway, Arkansas
5:30pm -- Committee Meeting:
No Committee Meeting
6:30pm -- City Council Meeting
Courtroom in District Court Building
810 Parkway, Conway, AR 72034
August 26th, 2008

1. Call to Order
2. Roll Call
3. Minutes: *August 12th, 2008 & August 20th, 2008*
4. Recognition of Guests: *Employee Service Awards*
5. Public Hearings:
6. Report of Standing Committees:
 - A. **Economic Development Committee (Airport, Conway Corporation, CDC, Downtown Partnership)**
 1. Ordinance appropriating funds for the new airport project for the City of Conway.
 2. Ordinance authorizing the issuance of taxable industrial development revenue bonds for Hewlett Packard Company.
 - B. **Community Development Committee (Planning, Zoning, Permits, Community Development, Historic District, Streets, & Conway Housing Authority)**
 1. Consideration of a request to allow the cutting of vegetation on the highway right of way for property located at 554 Museum Road.
 2. Consideration of approving CDBG contracts for the FY2008.
 3. Consideration to allow a change order for the contract between Tom Lindsey Contractor and the City of Conway for the Salem Road Extension to U.S. 64.
 4. Consideration to allow for reimbursement for sidewalk in lieu of payment for Cresthaven Subdivision – Phase 3.
 5. Ordinance to rezone property located at 1303 Country Club Road from R-1 to S-1.
 6. Consideration of a conditional use permit to allow a transmission tower (cell tower) for property located at 1303 Country Club Road. (on the grounds of Julie Lee Moore school).
 7. Consideration of a sign variance for property located at 1014 Harkrider St. (Sav-On Pharmacy).

8. Resolution amending the Conway comprehensive plan in the Lower Ridge Road and Old Morrilton Highway areas.

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

1. Ordinance appropriating revenue funds to the Conway Sanitation Department received from Allstate Insurance Company.

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

1. Consideration to allow the Conway Fire Pension Board to request an increase in benefits from the Arkansas Pension Review Board.

7. Old Business

- A. Ordinance adopting an employee handbook and personnel policy for the City of Conway.
- B. Consideration of allowing Campus Crest a rezoning rehearing to go back before the Planning Commission for development located at 2730 Dave Ward Drive.

8. New Business

Adjournment



City of Conway, Arkansas
Ordinance No. O-08-_____

AN ORDINANCE APPROPRIATING FUNDS FOR THE NEW AIRPORT PROJECT; AND FOR OTHER PURPOSES:

WHEREAS, the source of funding for this project will be reimbursed 95% from the Federal Aviation Administration. The remaining balance of the project will be funded by the City of Conway General Fund, which has not previously been provided.

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

SECTION 1. The City of Conway shall appropriate \$698,880 from the General Fund Balance Appropriation Account (01.990) into the Airport Construction in Progress account (01.122.767).

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

PASSED this 26th day of August, 2008.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS FOR THE PURPOSE OF SECURING AND DEVELOPING INDUSTRY WITHIN THE CITY; AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE SECURING THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT BETWEEN THE CITY, AS LESSOR, AND CONWAY DEVELOPMENT CORPORATION OR A RELATED ENTITY, AS LESSEE; AUTHORIZING THE EXECUTION AND DELIVERY OF BOND PURCHASE AGREEMENTS PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A PLACEMENT AGREEMENT, AN AGREEMENT FOR PAYMENTS IN LIEU OF TAXES AND OTHER DOCUMENTS RELATING TO THE ISSUANCE OF AND SECURITY FOR THE BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Conway, Arkansas (the “City”) is authorized under the provisions of the Municipalities and Counties Industrial Development Revenue Bond Law, Arkansas Code Annotated (1998 Repl. & 2005 Supp.) Sections 14-164-201 *et seq.* (the “Act”), to own, acquire, construct, reconstruct, improve, equip and lease facilities to secure and develop industry and to assist in the financing thereof by the issuance of bonds payable from the revenues derived from such facilities; and

WHEREAS, the City desires to issue its industrial development revenue bonds under the authority of the Act for the purpose of financing certain industrial facilities to be leased by the City to the Conway Development Corporation or a related entity (“CDC”) and subleased by CDC to the Hewlett-Packard Company or a related entity (“HP”); and

WHEREAS, the necessary arrangements have been made with CDC and HP for the financing of a substantial industrial project consisting of the acquisition, construction and equipping of a facility to be utilized in connection with HP’s technology products business (the “Project”) and to be located on Executive Center Parkway at Ledgelawn Drive in The Meadows Office & Technology Park within the corporate boundaries of the City; and

WHEREAS, permanent financing of the Project costs, necessary costs and expenditures incidental thereto and the cost of the issuance of bonds is being furnished by the City pursuant to the Act through the issuance of (i) its Taxable Industrial Development Revenue Bonds (Hewlett-Packard Company Project), Series 2008A, in principal amount not to exceed Twenty Million Five Hundred Thousand Dollars (\$20,500,000) (the “Series 2008A Bonds”), and (ii) its Taxable Industrial Development Revenue Bonds (Hewlett-Packard Company Project), Series 2008B, in principal amount not to exceed Ten Million Dollars (\$10,000,000) (the “Series 2008B Bonds,” and together with the Series 2008A Bonds, the “Bonds”); and

WHEREAS, an open public hearing on the question of the issuance of the Bonds was held before the City Council and the Mayor on August 26 2008, following publication of notice thereof in *The Log Cabin Democrat* on August 15, 2008; and

WHEREAS, the Bonds will be issued pursuant to the terms and provisions of a Trust Indenture (the “Indenture”), by and between the City and First Security Bank, Searcy, Arkansas, as trustee (the “Trustee”); and

WHEREAS, the necessary arrangements have been made by the City to lease the Project to CDC pursuant to the terms of a Lease Agreement (the “Lease Agreement”), and for CDC to sublease the Project to HP;

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

Section 1. The City Council makes the following findings and determinations:

(a) Based on information compiled and released by the Arkansas Department of Workforce Services, unemployment in Faulkner County during June of 2008 averaged 4.8%. It has been determined that, upon completion of the Project, employment by HP at the Project facility is anticipated to be approximately 1,200 persons. Accordingly, the completion of the Project will provide additional employment and other benefits to residents of the City.

(b) HP will utilize the Project as a _____ in connection with its technology products business.

(c) HP’s presence within the City will be an important factor in the economic well being and employment base for the City and its inhabitants.

(d) The Bonds shall not constitute general obligations of the City within the meaning of any constitutional or statutory limitation, but shall be special limited obligations of the City as provided in the Act, the principal of and the interest on which shall be payable solely from the revenues or other receipts, funds, monies and property pledged therefor under the Indenture.

Section 2. (a) There is hereby authorized and directed the issuance of the Series 2008A Bonds and the sale thereof to “qualified institutional buyers” (as such term is defined in Rule 144A of the U.S. Securities and Exchange Commission) (the “2008A Purchasers”) pursuant to the terms and provisions of various Bond Purchase Agreements to be dated as of the respective dates of their execution and delivery (the “2008A Bond Purchase Agreements”). The form of said Series 2008A Bond Purchase Agreements is specifically approved in Section 3(a) hereof. The Series 2008A Bonds shall be sold at a purchase price of par and shall be issued and delivered according to the terms and provisions of the applicable 2008A Bond Purchase Agreement. The Series 2008A Bonds shall be issued in the original aggregate principal amount of not to exceed Twenty Million Five Hundred Thousand Dollars (\$20,500,000), shall be dated as of the date of their delivery, shall be in the form, and shall be issued upon the terms and conditions, all as more particularly set forth in the Indenture approved in Section 4 hereof. The Series 2008A Bonds shall bear interest at [a] fixed rate[s] of interest as specified in the Indenture, but not to exceed ____% per annum. The Mayor is hereby authorized and directed to execute and deliver the Series 2008A Bonds from time to time to

the 2008A Purchasers as requested by CDC, and the City Clerk is hereby authorized and directed to execute and deliver the Series 2008A Bonds and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the Series 2008A Bonds to be authenticated by the Trustee.

(b) There is also hereby authorized and directed the issuance of the Series 2008B Bonds and the sale thereof to the Conway Development Corporation or a related entity (the “2008B Purchaser”) pursuant to the terms and provisions of a Bond Purchase Agreement to be dated as of the date of its execution and delivery (the “2008B Bond Purchase Agreement”), which Series 2008B Bond Purchase Agreement is specifically approved in Section 3(b) hereof. The Series 2008B Bonds shall be sold at the purchase price of par and shall be issued and delivered according to the terms and provisions of the 2008B Bond Purchase Agreement. The Series 2008B Bonds shall be issued in the original aggregate principal amount of not to exceed Ten Million Dollars (\$10,000,000), shall be dated as of the date of their delivery, shall be in the form, and shall be issued upon the terms and conditions, all as more particularly set forth in the Indenture approved in Section 4 hereof. The Series 2008B Bonds shall bear interest at [a] fixed rate[s] of interest as specified in the Indenture, but not to exceed _____% per annum. The Mayor is hereby authorized and directed to execute and deliver the Series 2008B Bonds from time to time to the 2008B Purchaser as requested by CDC, and the City Clerk is hereby authorized and directed to execute and deliver the Series 2008B Bonds and to affix the seal of the City thereto, and the Mayor and City Clerk are hereby authorized and directed to cause the Series 2008B Bonds to be authenticated by the Trustee.

Section 3. (a) To prescribe the terms and conditions upon which the Series 2008A Bonds are to be sold to the 2008A Purchasers, the Mayor is hereby authorized and directed to execute the 2008A Bond Purchase Agreements on behalf of the City, each to be dated as of the respective date of its execution and delivery, by and between the City and the applicable 2008A Purchaser, and approved by CDC. Each of the 2008A Bond Purchase Agreements are hereby approved in substantially the form of the 2008A Bond Purchase Agreement submitted to this meeting, and the Mayor is hereby authorized to confer with CDC, Crews & Associates, Inc., Little Rock, Arkansas (the “Placement Agent”), and Kutak Rock LLP, Little Rock, Arkansas (“Bond Counsel”), in order to complete each 2008A Bond Purchase Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of a 2008A Bond Purchase Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

(b) To prescribe the terms and conditions upon which the Series 2008B Bonds are to be sold to the 2008B Purchaser, the Mayor is hereby authorized and directed to execute the 2008B Bond Purchase Agreement on behalf of the City, to be dated as of the date of its execution and delivery, by and between the City and the 2008B Purchaser. The 2008B Bond Purchase Agreement is hereby approved in substantially the form thereof submitted to this meeting, and the Mayor is hereby authorized to confer with the 2008B Purchaser, the Placement Agent and Bond Counsel in order to complete the 2008B Bond Purchase Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such

persons executing the document, their execution to constitute conclusive evidence of such approval.

(Advice is given that a copy of the 2008B Bond Purchase Agreement in substantially the form authorized to be executed is on file with the City Clerk and is available for inspection by any interested person.)

Section 4. To prescribe the terms and conditions upon which the Bonds are to be secured, executed, authenticated, issued, accepted and held, the Mayor and the City Clerk are hereby authorized and directed to execute, acknowledge and deliver the Indenture, by and between the City and the Trustee, and the Mayor and City Clerk are hereby authorized and directed to cause the Indenture to be accepted, executed and acknowledged by the Trustee. The Indenture is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with the Trustee, CDC, the Placement Agent and Bond Counsel in order to complete the Indenture in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

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

Section 5. To prescribe the terms upon which the Project is to be leased by the City to CDC, there is hereby authorized and directed the execution and delivery of the Lease Agreement by and between the City, as lessor, and CDC, as lessee, and the Mayor and the City Clerk are hereby authorized to execute, acknowledge and deliver the Lease Agreement for and on behalf of the City. The Lease Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with CDC, the Trustee, the Placement Agent and Bond Counsel in order to complete the Lease Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval. Upon satisfaction of the conditions set forth in the Lease Agreement, CDC's right to further sublease the property leased to it under the Lease Agreement is hereby recognized.

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

Section 6. To provide for the placement of the Bonds with the 2008A Bond Purchasers and the 2008B Bond Purchaser, there is hereby authorized and directed the execution and delivery of a Placement Agreement by and among the City, CDC and Crews & Associates, Inc., Little Rock, Arkansas, as placement agent (the "Placement Agent"). The Placement Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with CDC, the Placement Agent and Bond Counsel in order to complete the Placement Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

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

Section 7. The City and CDC recognize that under Article 16, Section 5, of the Constitution of the State of Arkansas, as interpreted under past decisions of the Supreme Court of the State of Arkansas applicable to facilities financed pursuant to the Act, including particularly the case of Wayland v. Snapp, 232 Ark. 57, 334 S.W.2d 663 (1960), the Project will be exempt from *ad valorem* taxation. Although the City makes no representation as to the continued precedential value of such past decisions, CDC has agreed to enter into an Agreement for Payments in Lieu of Taxes to be dated as of the date of its execution (the “PILOT Agreement”) requiring CDC to make certain payments in lieu of all *ad valorem* taxes which would otherwise be levied on the Project real property by local public bodies with taxing power. In order to provide for such payments, there is hereby authorized and directed the execution and delivery of the PILOT Agreement, and the Mayor is hereby authorized to execute and deliver the PILOT Agreement for and on behalf of the City. The PILOT Agreement is hereby approved in substantially the form submitted to this meeting, and the Mayor is hereby authorized to confer with CDC and Bond Counsel in order to complete the PILOT Agreement in substantially the form submitted to this meeting, with such changes as shall be approved by such persons executing the document, their execution to constitute conclusive evidence of such approval.

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

Section 8. The Mayor and City Clerk, for and on behalf of the City, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Bonds, the 2008A Bond Purchase Agreement, the 2008B Bond Purchase Agreement, the Indenture, the Lease Agreement, the Placement Agreement, the PILOT Agreement and a Mortgage on the Project securing the Bonds, and to perform all of the City’s obligations under and pursuant thereto. The Mayor and the City Clerk are hereby further authorized and directed, for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof.

Section 9. Because the City is here involved with the acquisition, construction and equipping of a complex industrial project requiring highly specialized work and specialized types of machinery and equipment, it has been and is hereby determined by the City Council that competitive bidding be, and the same is hereby, waived as to this particular industrial project. This action is taken by the City pursuant to applicable laws of the State of Arkansas, including particularly the Act.

Section 10. Kutak Rock LLP, Little Rock, Arkansas, is hereby appointed as Bond Counsel with respect to the issuance of the Bonds, the fees and expenses of which firm shall be costs of the Project and paid from the proceeds of the Bonds or by CDC. Crews & Associates, Inc., Little Rock, Arkansas, is hereby appointed Placement Agent with respect to the Bonds, the fees and expenses of which firm shall be costs of the Project and paid from the proceeds of the Bonds or by CDC.

Section 11. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions.

Section 12. All ordinances, resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. There is hereby found and declared to be an immediate need for the securing and developing of substantial industrial operations in order to provide additional employment, retain existing employment, alleviate unemployment, and otherwise benefit the public health, safety and welfare of the City and the inhabitants thereof, and the issuance of the Bonds authorized hereby and the taking of the other actions authorized herein are immediately necessary in connection with the securing and developing of substantial industrial operations and deriving the public benefits referred to above. It is, therefore, declared that an emergency exists and this Ordinance being necessary for the immediate preservation of the public health, safety and welfare shall be in force and take effect immediately upon and after its passage.

ADOPTED: _____, 2008.

Mayor

ATTEST:

City Clerk

(S E A L)

August 14, 2008

To Whom It May Concern:

This is to certify that I have no objections to Ivo Jones cutting vegetation (bush hogging) on the highway right of way, at the property located at 554 Museum Road, located near Hank's Furniture. I understand that this is a permitted activity allowed by the Arkansas Highway & Transportation Department.

Respectfully,

Tab Townsell
Mayor

DRAFT

Memo

To: Mayor and City Council Members

From: Lynn E. Keith, CDBG Director

Date: 8/20/2008

Re: 2008 CDBG Contracts

2008 CDBG Contracts

Greetings! It is that time of year for the Council to approve the CDBG contracts for 2008. In an effort to be green there is only ONE copy of a complete contract and the others are just the important pages of that contract. All of the contracts with the agencies that provide services read the same so there is not a need to waste all that paper! I have also included a cheat sheet for you so you can scan what you approved back in November! This is one of the formalities we must go through every year regarding the CDBG funding.

It has been one of those years where the funding was late but all these agencies will receive their money as soon as possible. Thank you and if you have any questions regarding these contracts please do not hesitate to contact me either via email at lynn.keith@cityofconway.org or by calling me at 513-3546. Thank you!!!

2008 Allocation Contracts for Funding Cheat Sheet

Agency	Program Funded	2008 ALLOCATIONS
*Boys & Girls Club	Provide transportation for kids from Sallie Cone Elementary to the Boys and Girls Club	\$4,000.00
*Faulkner Co. Senior Citizens	Transportation services the elderly	\$10,000.00
*Faulkner Co. Council on Developmental Disabilities	Trans Services to jobs & job training for developmentally disabled	\$20,000.00
*Pine Street Free Medical Clinic	Provide lab work and prescriptions for Free Medical Clinic and additional mental health services	\$10,000.00
*Women's Shelter (entire Contact)	Provide transportation to clients for job interviews, jobs, court, etc.	\$ 5,000.00
Bethlehem House	Third shift staffing on homeless shelter	\$15,000
* <i>Denotes Public Services which is limited to 15% cap</i>		
Total		\$ 64,456.00

**CITY OF CONWAY AND WOMEN'S SHELTER OF CENTRAL ARKANSAS
2008 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 18th day of August, 2008, 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, 2008 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 **\$5,456.00** 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 \$5,580 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 defend, 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, martial 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 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

Women's Shelter of Central Arkansas

Mayor Date
City of Conway

Beth Goodrich Date
Executive Director

Women's Shelter of Central Arkansas

ATTEST:

Leigh Walls Date
Board President

City Clerk Date

Master Form
Approved As to Form:
Date Approved: _____

Michael Murphy, City Attorney

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 **\$25,280.00**
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

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: Beth Goodrich, Executive Director
Women's Shelter of Central Arkansas**

**CITY OF CONWAY AND FAULKNER COUNTY COUNCIL ON DEVELOPMENTAL
DISABILITIES
2008 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 24th day of July, 2008, 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, 2008 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
3333	\$6.00	\$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 FAULKNER COUNTY COUNCIL ON AGING
2008 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 18th day of August, 2008, 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, 2008 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 1739 trips will be made annually at \$5.75 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
1739	\$5.75	\$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 **\$66,321.00**
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 BOYS & GIRLS CLUB OF FAULKNER COUNTY 2008 GRANT
CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 18th day of August, 2008, 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, 2008 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 **\$4,000** 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 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	\$5000.00

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 **\$5000.00**
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 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 BETHLEHEM HOUSE
2008 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 24th day of July, 2008, 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 **Bethlehem House 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:

This project is for the hiring of a third shift (overnight) staff person and the funds to do so are in the amount of \$15,000. These funds are to be used for salary to provide an overnight staff person to help with the homeless client needs at homeless shelter (Bethlehem House) which is located at 930 Faulkner Street in the City of Conway. This shelter is to be used for the citizens of Conway whom are without housing. This grant of \$15,000 is to be used in order to assure that emergency shelter and food, clothing and rehabilitative services will be provided to the 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 April31, 2008 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 **\$15,000.00** 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

The project is for a third shift staff person and all funds in the amount of **\$14,850** are to be used for salary to provide staffing to help with the homeless client needs at homeless shelter (Bethlehem House) which is located at 930 Faulkner Street in the City of Conway. This shelter is to be used for the citizens of Conway whom are without housing. This grant of **\$14,850** is to be used in order to assure that emergency shelter and food, clothing and rehabilitative services will be provided to the citizens of Conway.

B. GOALS, OBJECTIVES AND TASKS

1. Goal: Provide shelter to the homeless citizens of Conway.
2. Objective: Provide third shift (overnight) staff person to work with the homeless residents of Bethlehem House in order to help them achieve self-sufficiency.

C. BUDGET

CDBG grant income	\$15,000.00
Total Project Cost	\$15,000.00

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 **\$15,000.00**
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 **\$15,000.**

**CITY OF CONWAY AND PINE STREET FREE CLINIC
2008 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 18th day of August, 2008, 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 and the addition of mental health care.

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, 2008 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** 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. And to work with mental health patients	\$10,000
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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 **\$14,000.00**
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 **\$10,000.00**

MEMORANDUM

TO: MAYOR TAB TOWNSELL
FROM: RONNIE HALL, P.E.
DATE: August 12, 2008
REFERENCE: Salem Road Extension to U.S. 64

I have attached for your consideration Change Order No. 1 to the Contract between Tom Lindsey Contractor, Inc and the City of Conway for the above referenced project. This proposed change order removes the asphalt paving from the contract with Tom Lindsey and reduces the unit price for the crushed stone base course from \$23.05 per ton to \$19.50 per ton. The cost of the crushed stone base course will be reduced by \$3.55 per ton or \$46,150 for the estimated 13,000 tons required for the project.

The unit price for asphalt included in the contract is \$81.10 per ton. The price for asphalt may or may not increase to this amount by the time asphalt is needed for this project in late spring of 2009. We **propose** to take bids for asphalt paving near the time asphalt is required for this project to get current market price for asphalt and eliminate the speculative nature of the price included in the bid.

As a subcontractor quoting prices to Tom Lindsey, the Rogers Group quote for the asphalt price of \$81.10 per ton was tied to a quote for crushed stone base course price of \$23.05 per ton for an all or nothing subcontract.

By eliminating the asphalt from the contract, the contractor will manage the crushed stone base course himself and eliminate the requirement for him to utilize the Rogers Group price and thus reduce the unit price of the crushed stone to \$19.50 per ton.

**CITY OF CONWAY, ARKANSAS
SALEM ROAD EXTENSION TO U.S. 64**

CHANGE ORDER 1

Remove Asphalt from Contract

CONTRACTOR
TOM LINDSEY CONTRACTOR, INC.

DATE: August 11, 2008

A. PURPOSE

The purpose of this Change Order No. 1 is to remove asphalt from this contract and reduce the unit price for Crushed Stone Base Course. Asphalt for this project will be bid as the time this project is ready for asphalt paving is near to remove the speculative nature of the asphalt price.

B. UNIT PRICE SHCEDULE

Revise the quantity for Asphalt shown in the quantities for Item No. 6 "Asphalt" from 4,000 ton to 0 ton.

Revise the unit price for Crushed Stone Base Course shown in Item No 5 Crushed Stone Base Course from \$23.05 per ton to \$19.50 per ton.

The Revised Unit Price Schedule for these two items will read as follows:

**UNIT PRICE SCHEDULE (Rev. 8/11/08)
SALEM ROAD EXTENSION TO U.S. 64**

<u>ITEM NO.</u>	<u>APPROXIMATE QUANTITY</u>	<u>UNITS WITH BID PRICES WRITTEN IN WORDS</u>	<u>UNIT PRICE BID</u>	<u>AMOUNT</u>
5.	13,000 Ton	Crushed Stone Base Course, Complete at, _____ <u>nineteen and 50/100 dollars</u>		
		_____ Per Ton	<u>\$19.50</u>	<u>\$ 253,500</u>
6.	0 Ton	Asphalt, Complete at, _____ <u>(Not Included in Contract)</u>		
		_____ Per Ton	<u>Not In \$Contract</u>	<u>Not In \$ Contract</u>

C. AGREEMENT

The contract dated June 23, 2008 between the City of Conway, Arkansas and Tom Lindsey Contractor, Inc. for Salem Road Extension to U.S. 64 is hereby modified and changed to reflect the above described changes in work and prices. The total estimated contract amount is decreased from \$2,614,337.49 to \$2,243,787.49 by this change order. By signature below the City and Contractor hereby agree to included these modification in the contract.

CONTRACTOR:
TOM LINDSEY CONTRACTOR, INC.

BY _____

TITLE _____

ATTEST _____

DATE _____

OWNER:
CITY OF CONWAY, ARKANSAS

BY _____

Tab Townsell
TITLE Mayor _____

ATTEST _____

DATE _____



CITY OF CONWAY
STREET AND ENGINEERING DEPT.

100 East Robins • Conway, AR 72032
501-450-6165 • Fax 501-513-3566

Ronnie D. Hall, P.E.
City Engineer

6B-4

August 20, 2008

Mayor Tab Townsell
City Hall
1201 Oak Street
Conway, Ark. 72032

Re: Reimbursement for Sidewalk In lieu of Payment
Cresthaven Subdivision - Phase 3

Dear Mayor Townsell:

Ordinance 0-08-94 included a provision for establishing a maximum in lieu of payment per lot for sidewalks (maximum 125 feet sidewalk per lot for each street frontage the lot has @ \$15.00 per foot).

Mr. Richard Collins (Cresthaven Phase 3 developer) has previously paid an in lieu of payment for sidewalks to the city for the entire width of for the lots in Cresthaven Phase 3. Since this Ordinance is retroactive for subdivisions recorded after January 1, 2008, Mr. Collins is due a refund for the amount of in lieu of sidewalk payment made over the amount required by Ordinance 0-08-94. The following presents the amount of refund due Mr. Collins:

IN LIEU OF SIDEWALK REIMBURSEMENT DUE RICHARD COLLINS

In Lieu of Sidewalk Payment paid after January 2008 - \$103,500

In lieu of Payment Required by Ordinance 0-08-94
10 Lots @ 250' (Corner Lots) Maximum Street Frontage =
2,500 L.F. @ \$15/L.F. = \$37,500

15 Lots @ 125' Maximum Street Frontage =
1,875 L.F. @ \$15/L.F. = \$28,125

Total In lieu Sidewalk Payment as per 0-08-94 = \$65,625

REFUND DUE RICHARD COLLINS \$37,875

I recommend that Mr. Collins be refunded \$37,875 for overpayment of the in lieu of sidewalk fee.

Please advise if you have questions or comments.

Sincerely,

Ronnie D. Hall, P.E.
City Engineer



City of Conway, Arkansas
Ordinance No. O-08- _____

**AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE
PROPERTY LOCATED AT 1303 COUNTRY CLUB ROAD FROM R-1 TO S-1:**

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

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

AT&T Mobility Lease Parcel

Part of the NE 1/4 SW 1/4, Section 3, T-5-N, R-14-W, Faulkner County, Arkansas, more particularly described as follows:

Commencing at the NE corner of said NE 1/4 SW 1/4; thence North 88°28'36" West, along the North line of said NE 1/4 SW 1/4, a distance of 36.45 feet to a point on the West right of way line of Country Club Road; thence South 01°52'53" West, along said right of way line, a distance of 204.23 feet to a set ½" rebar with plastic id cap #1415; thence South 77°40'52" West, leaving said right of way line, a distance of 229.04 to a ½" rebar with id cap #1415 set at the Point of Beginning; thence South 00°00'00" West, a distance of 30.00 feet to a set ½" rebar with plastic id cap #1415; thence South 90°00'00" West, a distance of 30.00 feet to a set ½" rebar with plastic id cap #1415; thence North 00°00'00" East, a distance of 30.00 feet to a set ½" rebar with plastic id cap #1415; thence North 90°00'00" East, a distance of 30.00 feet to the Point of Beginning, containing 0.02 acres, more or less.

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

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

PASSED this 26th day of August, 2008.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

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

August 19, 2008

Council Members
Conway, AR 72032

Dear Council Members:

A request for a rezoning from R-1 to S-1 for property located at 1303 Country Club Road (on the grounds of Julia Lee Moore school) with the legal description:

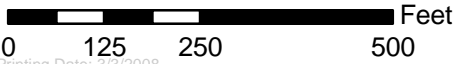
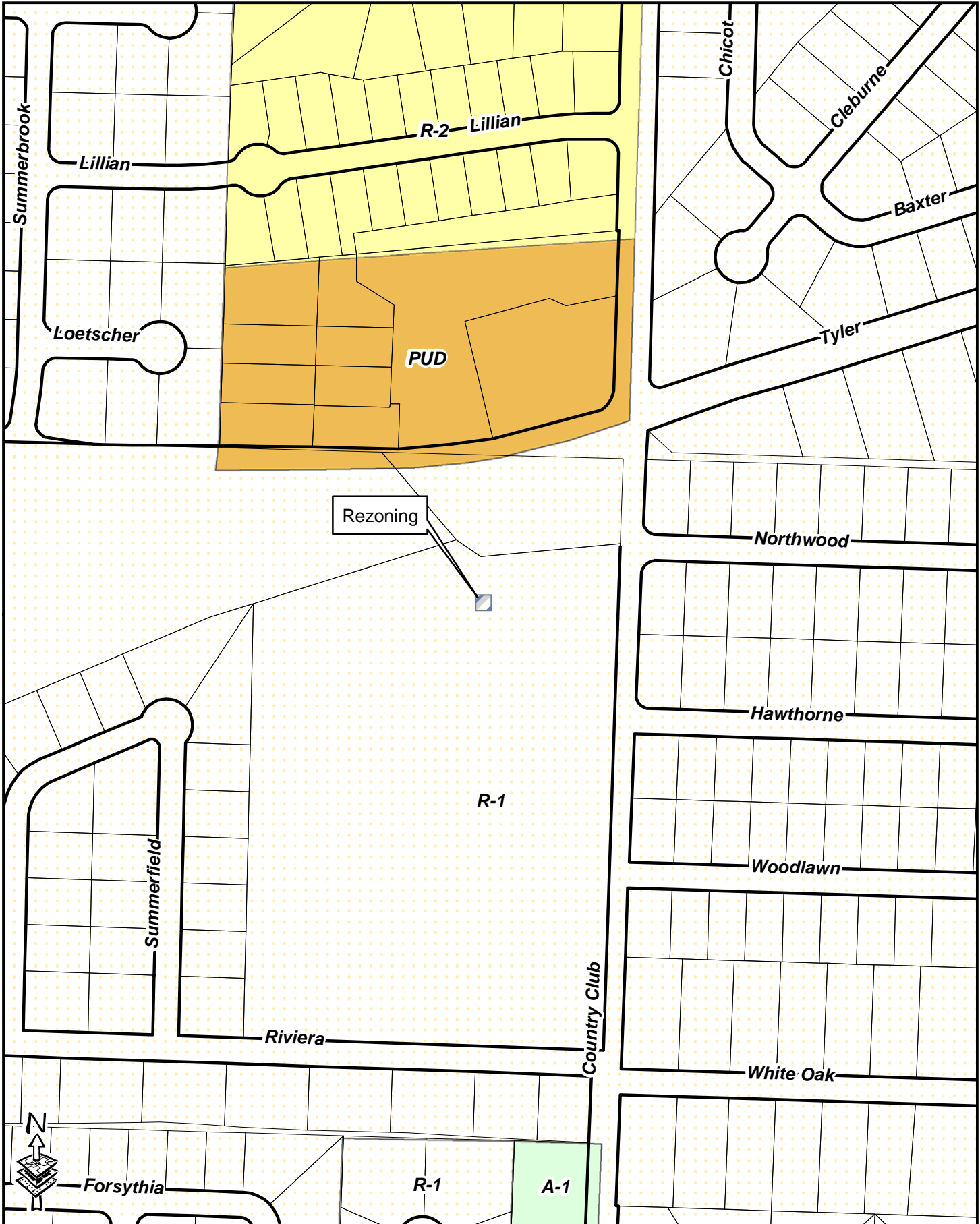
Part of the NE 1/4 SW 1/4, Section 3, T-5-N, R-14-W, Faulkner County, Arkansas, more particularly described as follows:

Commencing at the NE corner of said NE 1/4 SW 1/4; thence North 88°28'36" West, along the North line of said NE 1/4 SW 1/4, a distance of 36.45 feet to a point on the West right of way line of Country Club Road; thence South 01°52'53" West, along said right of way line, a distance of 204.23 feet to a set ½" rebar with plastic id cap #1415; thence South 77°40'52" West, leaving said right of way line, a distance of 229.04 to a ½" rebar with id cap #1415 set at the Point of Beginning; thence South 00°00'00" West, a distance of 30.00 feet to a set ½" rebar with plastic id cap #1415; thence South 90°00'00" West, a distance of 30.00 feet to a set ½" rebar with plastic id cap #1415; thence North 00°00'00" East, a distance of 30.00 feet to a set ½" rebar with plastic id cap #1415; thence North 90°00'00" East, a distance of 30.00 feet to the Point of Beginning, containing 0.02 acres, more or less.

was reviewed by the Planning Commission at its regular meeting on August 18, 2008. The Planning Commission voted 6 – 3 that the request be sent to the City Council with a recommendation for approval. Planning commissioners Craig Cloud, Sandra Mabry, and Mary Etta Qualls voted against the motion.

Submitted by,

Junior Storie, Chairman
Planning Commission



**AT&T Rezoning
 R-1 to S-1**

**CONWAY PLANNING COMMISSION**

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

August 19, 2008

Council Members
Conway, AR 72032

Dear Council Members:

A request for a conditional use permit to allow a Transmission Tower (cell tower) for property located at 1303 Country Club Road (on the grounds of Julia Lee Moore school) with the legal description:

Part of the NE 1/4 SW 1/4, Section 3, T-5-N, R-14-W, Faulkner County, Arkansas, more particularly described as follows:

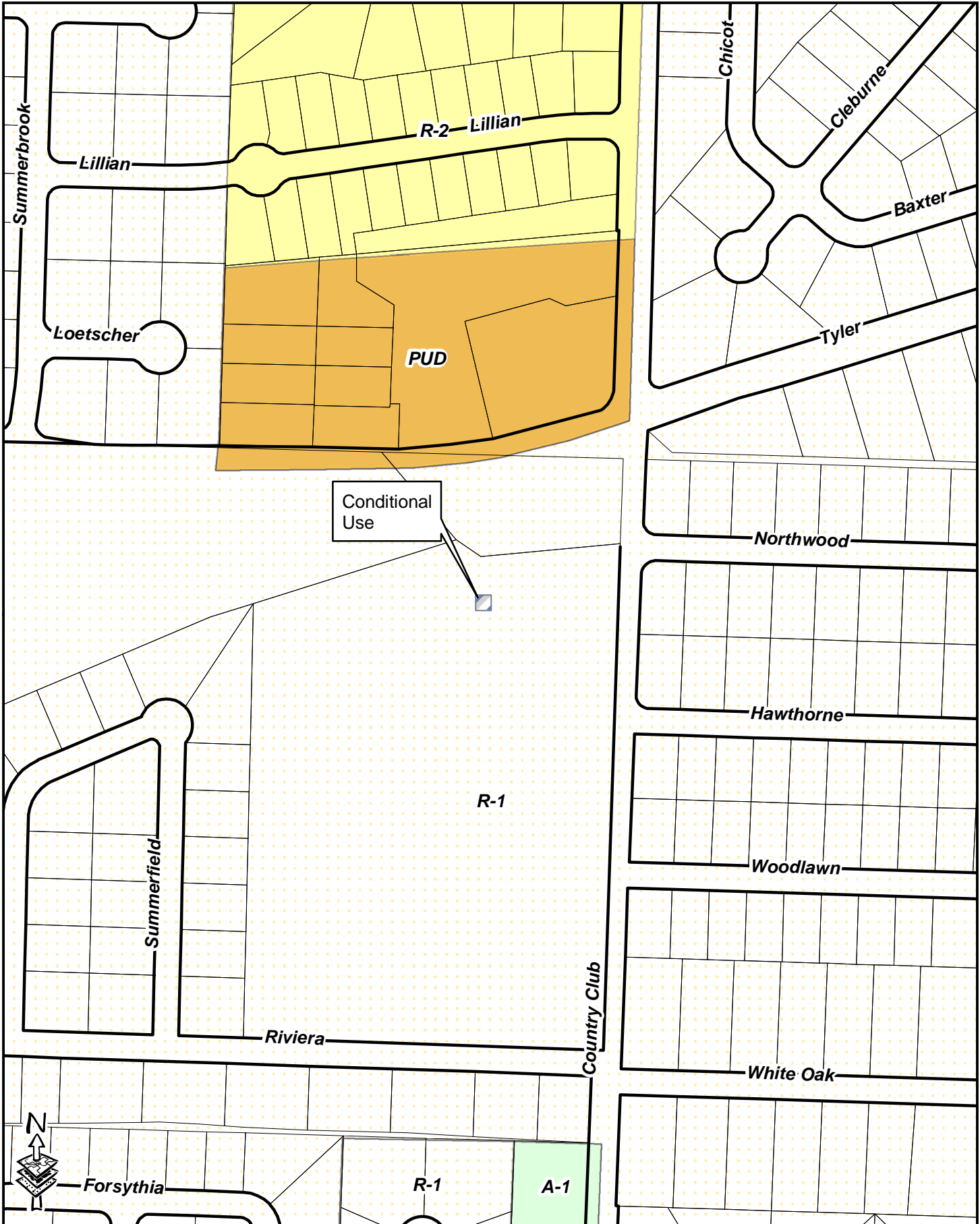
Commencing at the NE corner of said NE 1/4 SW 1/4; thence North 88°28'36" West, along the North line of said NE 1/4 SW 1/4, a distance of 36.45 feet to a point on the West right of way line of Country Club Road; thence South 01°52'53" West, along said right of way line, a distance of 204.23 feet to a set ½" rebar with plastic id cap #1415; thence South 77°40'52" West, leaving said right of way line, a distance of 229.04 to a ½" rebar with id cap #1415 set at the Point of Beginning; thence South 00°00'00" West, a distance of 30.00 feet to a set ½" rebar with plastic id cap #1415; thence South 90°00'00" West, a distance of 30.00 feet to a set ½" rebar with plastic id cap #1415; thence North 00°00'00" East, a distance of 30.00 feet to a set ½" rebar with plastic id cap #1415; thence North 90°00'00" East, a distance of 30.00 feet to the Point of Beginning, containing 0.02 acres, more or less.

was reviewed by the Planning Commission at its regular meeting on August 18, 2008. The Planning Commission voted 8 – 1 that the request be sent to the City Council with a recommendation for approval with conditions as stated below. Commissioner Craig Cloud opposed the motion to approve the request.

1. One-hundred (100) foot monopole transmission tower allowed maximum, flag pole design, with no external antennae or cabling.
2. Enclosure façade to match brick exterior of Julia Lee Moore school and to be two feet higher than inner structure (not including monopole) but not to exceed 12 feet in total height.
3. No signs, banners, or advertising allowed except for signage required by the FCC and flags at the discretion of the school so long as no lighting is used for flag.
4. No lighting allowed except that required by the FAA and emergency lighting inside the compound.
5. Access road to be paved with asphalt.
6. Landscaping requirements as determined by development review.

Submitted by,

Junior Storie, Chairman
Planning Commission



**AT&T Conditional Use
100 ft Cell Tower**

**CONWAY PLANNING COMMISSION**

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

August 19, 2008

Council Members
Conway, AR 72032

Dear Council Members:

At its regular meeting on July 21, 2008, the Planning Commission considered an appeal from James Baker and John Baker of the Sign Administrator's denial for a sign variance for their Sav-On Pharmacy business located at 1014 Harkrider Street. Granting the variance would have perpetuated an illegal and non-conforming sign that had previously been "grandfathered in" when the City of Conway adopted its first sign ordinance which has since been re-adopted and still does not legalize the subject sign's type, size, nor dimensions. The Planning Commission voted 8 – 1 that the sign variance request be denied. Planning Commissioner Todd Smithhart voted against the motion. In its discussion, the commission expressed the view that granting this variance could set a precedent for many future appeals as other "grandfathered in" signs of this type become obsolete and incapable of being maintained or repaired, and that granting such variances defeats the spirit and intent of the sign ordinance which is to have illegal and non-conforming signs replaced with those that meet the requirements of the sign ordinance. Although the applicant speaks of "repair," he is essentially proposing to install a completely new electronic LED sign with capabilities far beyond those of the "grandfathered in" monochrome incandescent bulb matrix sign.

Submitted by,

Junior Storie, Chairman
Planning Commission

APPEAL OF SIGN VARIANCE DENIAL

1. Sav-On Pharmacy Appeal of Sign Variance Denial

APPLICANT'S
NAME(S)

James and John Baker
Sav-On Pharmacy

PRESENT
ZONING

C-3

ABUTTING
ZONING

C-3

REQUESTED VARIANCE

Allow the replacement and upgrade of an electronic message board sign

LOCATION

1014 Harkrider Street

DIMENSIONS

Current message board dimensions: Approximately 3'- 6" x 12'- 6" (43.75 square feet)

Replacement sign dimensions: 3'- 4" x 13'- 0" (43.33 square feet)

Overall sign dimensions: 25'-0" x 14'-0" (350 square feet)

COMMENTS

Sav-On Pharmacy has had an electronic message board (incandescent bulb matrix) at their Harkrider location for over 20 years. The applicant indicates that it's increasingly difficult to obtain replacement parts for the existing electronic message board and it is now non-functioning. The applicant is now appealing the denial of a variance to allow the replacement and upgrade of the non-functioning monochrome electronic message board with a new full color LED message board. James and John Baker of Sav-On Pharmacy began the application process for a new replacement LED message board sign in May 2008. The application and subsequent variance request to allow replacement was denied by Bryan Patrick, Sign Administrator. This denial was based on the non-conforming pre-existing (grandfathered) state of this entire sign structure including the electronic message board.

An applicant may appeal the Sign Administrator's denial of a sign variance to the Planning Commission. If the Planning Commission approves the variance, the variance is granted. If the Planning Commission denies the variance, the Sign Administrator's denial stands. The applicant may take the Planning Commission's denial on to the City Council seeking their approval.

Sign Ordinance:

The City Council passed an amendment to the Sign Ordinance banning any new electronic message boards on April 8, 2003. On September 26, 2006, the City Council adopted a new Sign Ordinance furthering this ban on electronic message boards with the exception of static LED fuel signs within 1000 feet of I-40. These amendments were made after much discussion and with input from an ad-hoc Sign Ordinance Committee.

The following is the pertinent language from the Conway Sign Ordinance:

Section 2.01- Signs Prohibited: (6) Animated, moving, flashing, blinking, reflecting, revolving, or any other similar sign. Including **ELECTRONIC MESSAGE BOARDS** and electrically activated signs with the exception of static LED fuel price signs as allowed in the interstate zone as allowed in Section 3.05.

Section 2.07- Changeable Copy: Unless otherwise specified by this ordinance, any sign herein allowed may use manual changeable copy. Only one changeable copy area per sign is allowed. **ELECTRONIC MESSAGE BOARDS AND ELECTRONIC NUMERIC DISPLAYS ARE PROHIBITED** with the exception of static LED fuel price signs within the interstate zone. See Section 3.05.

Section 4.02- Loss of Legal Nonconforming Status: A legal nonconforming sign shall lose this designation: (3) **If the size of the sign is altered in any way except toward compliance with this ordinance.** This does not refer to change of copy, face of the sign, or normal maintenance. **NORMAL MAINTENANCE DOES NOT INCLUDE THE REPLACEMENT OF STRUCTURAL ELEMENTS.**

Section 6.06- Variances for Signs: No variances shall be allowed from the size area requirements of this ordinance. A variance for any other requirement of this ordinance, i.e., height, location, type, etc. may be applied for. Requests for sign variances shall be in writing and shall be submitted along with the sign application. **SUCH REQUEST SHALL DEMONSTRATE THAT SPECIAL CONDITIONS OR CIRCUMSTANCES EXIST THAT ARE NOT APPLICABLE TO OTHER LANDS, STRUCTURES, OR BUILDINGS SUCH THAT A LITERAL INTERPRETATION OF THE ORDINANCE WOULD RESULT IN AN UNDUE HARDSHIP.**

Existing Conditions:

The overall structure of the applicant's sign is a pre-existing nonconforming sign (grandfathered). The latest amended sign ordinance dated September 26, 2006 limits signs within the C-3 zoning district to monument signs no more than 8 feet in height and 64 square feet in area. The existing sign is approximately 25 feet tall by 14 feet wide and 350 square feet in area. According to Sign Ordinance regulations, a message board is allowed continued use as a pre-existing non-conforming sign and may be maintained. However, the message board may not be replaced as this would be a replacement of the sign's structural elements. Also upgrading the electronic capabilities and display would go against the intent of the Sign Ordinance. Pre-existing non-conforming signs are to be brought into compliance at the end of their life span. By allowing the replacement and upgrade of the electronic message board, a new life span will be given to that portion of the sign.

Issues with Upgrade / Replacement:

As stated, this sign is a large non-conforming preexisting sign. It is now non-compliant with the current sign ordinance. These signs are to be replaced as they become worn, obsolete, or non-functional. By allowing the applicant to replace the current monochrome incandescent bulb sign with a new brighter full color or even monochrome LED sign, a new 20+ year lifespan would be given to a non-compliant sign.

Safety should also be considered with this request. By accident numbers, the intersection of Harkrider and Oak Streets is the second most hazardous intersection in the City with 68 accidents reported in 2007. The intersection of Skyline Drive (Highway 65) and I-40 ranked higher in accidents with 103 accidents. Over a 5-year period, 416 accidents have been reported at the Oak and Harkrider intersection. In April 2006, a pedestrian was struck crossing Harkrider Street between Walgreens and National Bank of Arkansas. Studies have shown that electronic message boards increase traffic hazards.

As with other requests that come before Planning Commission, economic concerns should not be an overriding factor in Planning Commission decisions. From submitted emails, the new sign will cost an estimated \$34,725. The applicant also states that the electronic sign is the sole means of advertising Primecare Medical Clinic on Harkrider Street. Primecare has a large wall mounted sign facing Oak Street. Sign face changes are allowed. A new sign face could be constructed advertising this clinic. The dimensions of the proposed new LED sign are only minimally smaller than the existing message board.

The approval of this sign variance would set bad precedent. There are several large electronic message boards in Conway. All are pre-existing non-conforming uses and all are monochrome. The locations include: ReMax on Harkrider; Mr. Brake & Lube, Edward Jones, and NBA on Oak Street; First State Bank and First Security Bank on Dave Ward Drive; and Quick Lube on Old Morrilton Highway. Allowing the replacement of the Sav-On sign would trigger future requests for the replacement of these electronic signs as they become obsolete. It would also make it more difficult to disallow new LED message board requests.

ENCLOSURES

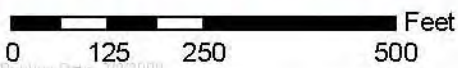
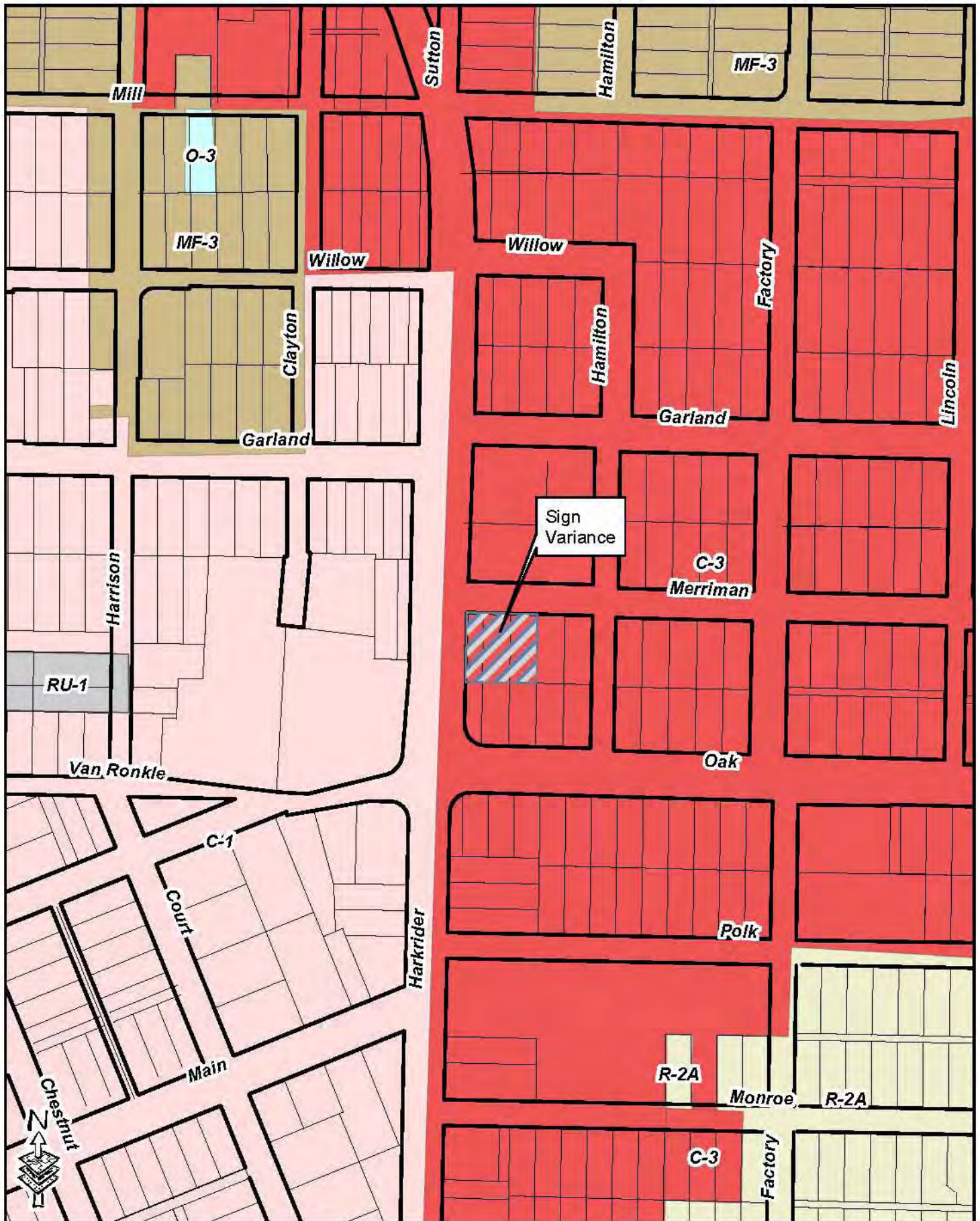
A map of the area, applicant's letter, email correspondence, and photo of existing sign.

Links to the LED sign manufacturers site are:

<http://watchfiresigns.com/VideoGallery.aspx>

<http://watchfiresigns.com/ProductsColor19mm.aspx>

These links show the type of requested sign and include a short video showing the video capabilities of these signs.



Printed Date: 3/3/2009
 File: Monthly Maps\2009\03\MAR\2009\TOWNSHIP\H2009\p0301.dwg
 Prepared By: Jason L...

**Sav-On Pharmacy
 Sign Variance**

Sav-on

drugs

← PHARMACY DRIVE-THRU



+ **BAKER**
MEDICAL

**HOME
MEDICAL
EQUIPMENT**

STETSON • WHEELCHAIR SEAT • WHEELCHAIR BAGS
WHEELCHAIR • WHEELCHAIR REPAIRS

SALES • SERVICE • RENTAL

Sav-On Health Mart®

PHARMACY

1014 HARKRIDER STREET
CONWAY, AR 72032

John D. Baker, P.D.
Pharmacist/Owner

James R. Baker, Pharm.D
Pharmacist/Owner

Bryan Patrick
Director of Planning
1201 Oak St
Conway, AR 72032

June 2, 2008

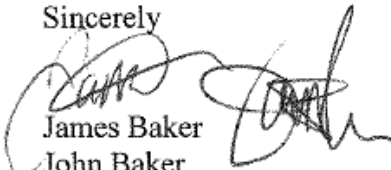
Dear Bryan:

Please accept this letter as our request for a sign variance for the repair of the electronic sign located in front of our pharmacy. Stated below are the reasons we feel that circumstances exist that warrant such a variance:

1. The sign is an existing sign established over 20 years ago and well before the ordinance was in place.
2. Sav-On Drugs and Baker Medical (located inside of Sav-On Drugs) have used this sign as a sole means of advertisement to attract business. Not having the electronic sign has and will have a significant economic impact on our business.
3. Primecare Medical Clinic uses our sign as their sole means of advertisement for their clinic along Harkrider Street. This sign has been shown by a recent survey to be one of the major contributors to their success.
4. The physical dimensions of the electronic portion of the sign will be smaller; therefore, will be a move towards compliance with the new sign ordinance.
5. The sign has served as a means of free advertising for various non-profit groups and organizations around the City of Conway.

In conclusion, we would like to emphasize the importance of this sign for the previously mentioned businesses. Approval of this variance is vital to the survival of not only our business but the business located behind our store. Thanks you for your time and consideration. If you have any questions we may be reached by phone at 501-327-6777 or 501-339-3100.

Sincerely


James Baker
John Baker

DAVID L. BAKER, SR

From: "James Baker" <rxjrb@aol.com>
To: "David Baker SR" <dlbaker@conwaycorp.net>
Sent: Thursday, May 08, 2008 4:49 PM
Subject: Fwd: LED Signr

James Baker
Sav-On Drugs/Baker Medical

Begin forwarded message:

From: "Wes or Carolyn Byrd" <wbyrd@cubcitymx.com>
Date: May 3, 2008 7:08:42 PM CDT
To: <rxjrb@aol.com>
Subject: LED Signr

To: Sav-On Drugs

Conway, AR

Attn: James Baker

Re: Electronic Marquee Sign

Dear James:

As you are well aware of we made a service call to repair your sign about a month ago. The computer seemed to be working okay and the fiber optic cable from the computer to the sign checked okay, however we could not get the sign to respond or even self-test with any light bulb activity at all. The self-test feature with your sign enables a service tech to bypass the computer and the fiber optics and test the sign itself from inside the sign. The data receiver card (7p10 card) has switches on it to self-test. None of these worked.

There are other PC cards (called 751 cards) that receives the data coming out of the 7p10 PC card and distribute it to the lamp driver cards which have the wedge-base lamps mounted on it.

In our opinion the sign not working is probably due to severe storms, which cause power surges or even lightning hits to cause damage to several areas of this type sign. It would be very costly both in materials and manpower for us to attempt to repair this sign. I suggest that you upgrade this twelve-year-old sign to a more modern LED sign. We can strip the old electrical parts out of the one you have and install newer and more reliable electronics in its place.

The overall physical dimensions of the new sign would be 3'4" tall X 13' long, which is a little smaller than your existing sign. The LED matrix would be 48 high X 192 columns long. The

umber of LED's on each face would be 9216, which would give you excellent graphic/animation resolution. The price of \$34,725.00 plus applicable sales tax. would include RF (wireless programming) capabilities. One of your computers having Windows XP would be great to install the ignite software on. The new sign comes with a 5-year manufacturers warranty but it doesn't include any in-field labor to replace warranted items.

There are several hundred built-in graphics/animations covering just about every theme you can imagine. The manufacturer is an 80-year-old company and is one of the world's leaders with this type sign.

Call me if you need more information. Cell-870-904-3076 or office-501-463-4521

Sincerely,

Wes Byrd- B & B Signs, Inc.



**City of Conway, Arkansas
Resolution No. R-08-__**

A RESOLUTION AMENDING THE CONWAY COMPREHENSIVE PLAN IN THE LOWER RIDGE ROAD AND OLD MORRILTON HIGHWAY AREAS WITH REPLACEMENT GRAPHICS AND SUPPORTING TEXT AS PER THE 2008 LOWER RIDGE ROAD AND OLD MORRILTON HIGHWAY CORRIDOR STUDIES ; AND FOR OTHER PURPOSES:

WHEREAS, The Conway Planning and Development Department conducted corridor studies of the Old Morrilton Highway and Lower Ridge Road areas to better define existing and desired land use patterns, preferred street designs, pedestrian and bicycling opportunities, park connectivity; and

WHEREAS, These corridor studies gathered input and comments from area stakeholders including residents, the general public, the bicycling community, public officials, and City staff members; and

WHEREAS, These corridor studies will guide future growth and development along Old Morrilton Highway and Lower Ridge Road;

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

Section 1: That the Conway Comprehensive Plan as adopted by Resolution R-04-24 on August 23, 2004 is hereby amended as follows:

1. Map graphics as presented in the 2008 Lower Ridge Road and Old Morrilton Highway Studies will replace all areas in conflict as shown.
2. Accompanying text documents for the 2008 Lower Ridge Road and Old Morrilton Highway Studies shall be adopted as supporting reference text.

PASSED this 26th day of August, 2008.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

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

August 19, 2008

Council Members
Conway, AR 72032

Dear Council Members:

At the end of the public hearing at the regular Planning Commission meeting on Monday, August 18, 2008, City Planner Donald Anthony presented the Old Morrilton Highway and Lower Ridge Road corridor studies to the Planning Commission. Following their discussion, Terry Sossong made a motion seconded by Sandy Mabry that both corridor studies be recommended to the City Council for adoption and that the City of Conway Comprehensive Plan be amended accordingly. The motion passed 8 – 0. Commissioner Mary Etta Qualls had left the meeting after the presentation and therefore was not present for the vote.

Submitted by,

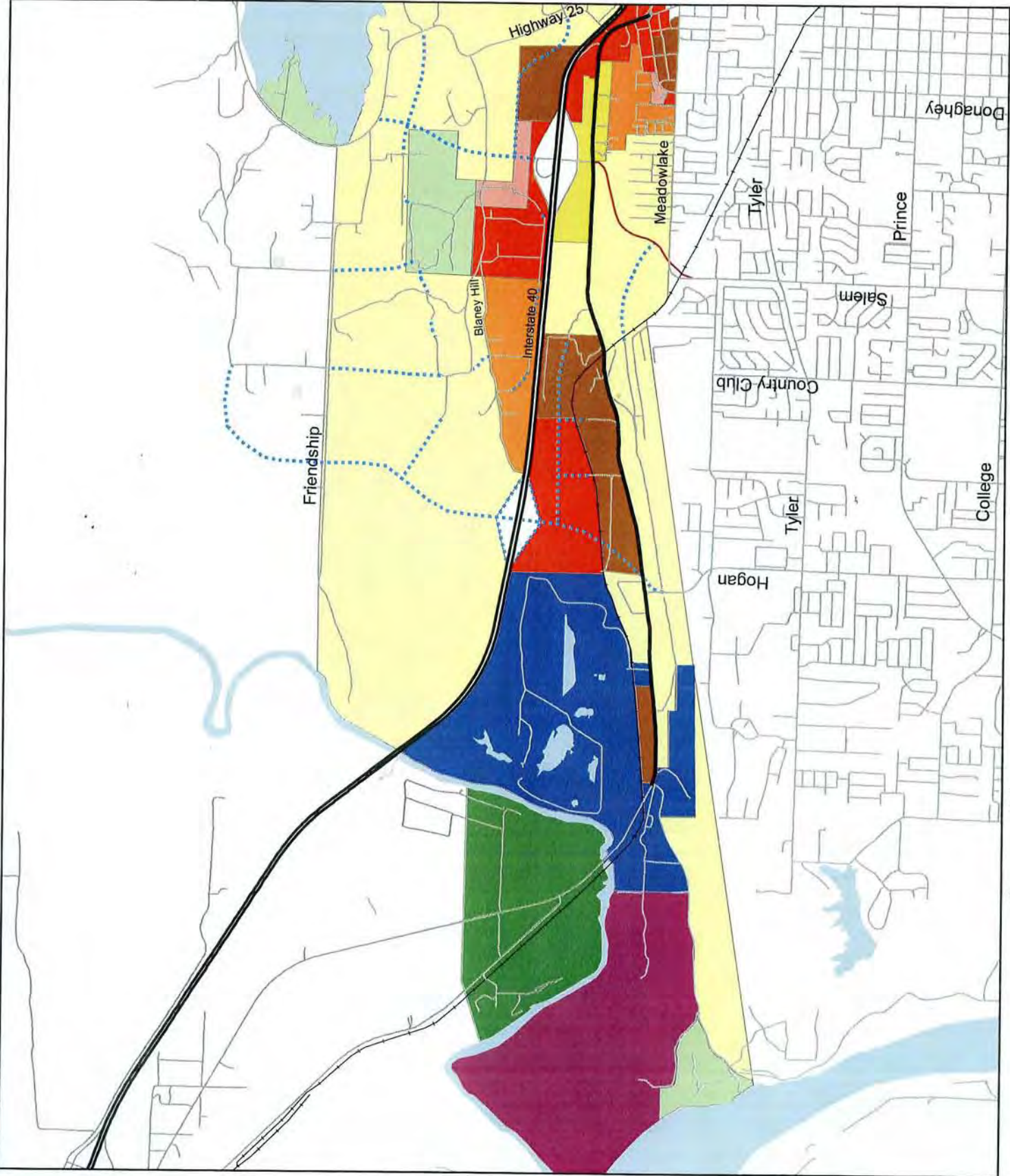
Junior Storie, Chairman
Planning Commission

Old Morrilton Highway Highway Corridor Study Proposed Land Uses

- Old Morrilton Highway
- Interstate 40
- Street
- Railroad
- Water body
- Proposed road
- I-40 Exit and Salem extension

- Proposed land use**
- Agriculture
 - Commercial
 - Industrial
 - Multi-family residential
 - Mixed use
 - Office
 - Planned development
 - Park
 - Public
 - Single-family residential

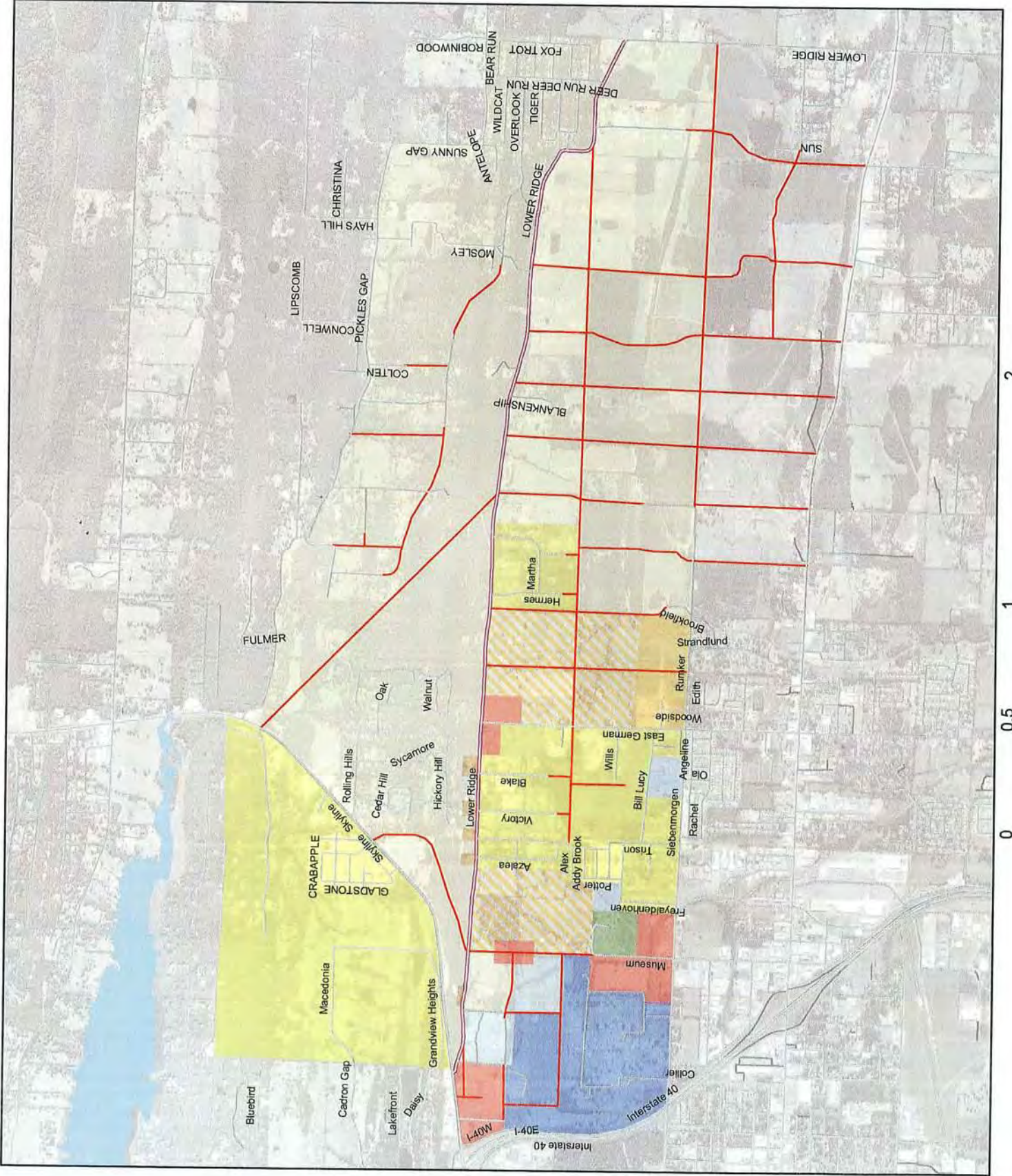
May 16, 2008
 Sources: GeoStar, ESRI
 City of Conway, Arkansas
 Planning & Development



Lower Ridge Road Corridor Study

Proposed Land Uses

- Lower Ridge Road
 - Street
 - Water body
 - Proposed road
- Proposed land use**
- Commercial
 - Institutional
 - Multi-family housing
 - Planned unit development
 - Park
 - Public
 - School
 - Single-family residential
 - Suburban residential
 - Traditional neighborhood



July 11, 2008

Sources: GeoStor, ESRI
 City of Conway, Arkansas
 Planning & Development





**City of Conway, Arkansas
Ordinance No. O-08-_____**

AN ORDINANCE APPROPRIATING REVENUE FUNDS TO THE CONWAY SANITATION DEPARTMENT, AND FOR OTHER PURPOSES:

WHEREAS, the Conway Sanitation Department requests a revenue appropriation in the amount of \$2,262.63 to repair a 1997 Chevrolet truck that was also involved in an accident; and

WHEREAS, funds in the amount of \$2,262.63 were received by Allstate 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 \$2,262.63 from the Sanitation Enterprise Fund Insurance Proceeds account (50.512) to the Vehicles Account (50.118.234).

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

PASSED this 26th day of August, 2008

Approved:

Mayor Tab Townsell

ATTEST:

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

RESOLUTION TO INCREASE BENEFITS
PAID FIRE PENSION FUNDS

It is hereby resolved by the Board of Trustees of the City of Conway, Arkansas Fire Pension and Relief Fund to increase benefits, pursuant to Act 839 of 1979, as amended, to present and future retirees and surviving spouses.

The Board of Trustees further propose that actuarial services be secured through the Office of the Arkansas Fire and Police Pension Review Board to perform an **Alternate Cash Flow Projection Valuation**. The Board hereby agrees to pay such charges and fees as are required by the Pension Review Board to cover the cost of such actuarial services.

1. Whereas, the City of Conway, Arkansas Fire Pension Board Trustees met on August 22, 2008 and adopted a resolution to increase benefits to present and future retirees and surviving spouses as follows:

CURRENT:

Member Employed

Prior to 1-1-83

60% Salary + \$100 + \$20 per year served 21 thru 25

10 year maximum participation in local DROP

PROPOSAL 1:

Increase benefits to present and future retirees and surviving spouses by 15%.

PROPOSAL 2:

Provided, that if it is determined that the pension fund cannot support the benefit increase in Proposal 1, that the actuary shall determine the new highest benefit rate.

2. Whereas, pursuant to Arkansas State Law, the Conway Pension Fund is required to pay surviving spouses of deceased fire fighter officers respectively, an amount equal to the monthly pension benefit being received by the retired officer at the time of their deaths; regardless of whether a spouse is currently receiving a benefit or will receive it in the future; provided, it shall not be less than \$250.00 per month.

3. Whereas, the benefits to the dependent children of deceased Firefighters, if the child is under nineteen (19) years of age, unmarried, and not yet completed high school, shall be \$125 a month, pursuant to State law;

5. Whereas, members qualifying for duty-disability after December 31, 1986 shall receive a minimum 65% of final pay; or the benefit paid for normal service retirement, whichever is greater. The benefit paid to a duty disability retirees with 20 or more years of service shall not include any bonus payments for service beyond 20 years. A non-duty disability retirees shall receive the benefit paid for normal service retirement, pursuant to Arkansas State Law.

MAYOR

FIRE CHIEF

CITY CLERK

ELECTED MEMBER

ELECTED MEMBER

ELECTED MEMBER

ELECTED MEMBER

ARKANSAS FIRE AND POLICE PENSION REVIEW BOARD

PRB Board Rule #4 (continued)

2. An amortization of unfunded accrued liabilities over a period of future years, which period is defined in the table below.

Short Condition Test

The Pension Fund's current assets (cash and investments) must be sufficient to cover:

1. Active member contributions on deposit; and
2. The proposed total liabilities for future benefits to present retired lives and inactive members; and
3. A portion of the proposed total liabilities for service already rendered by active members. The portion is defined in the table below.

Funded Percentage Test:

The Pension Fund's current assets (cash and investments) must be sufficient to cover a portion of the proposed total liabilities of all participants of the Pension Fund. The portion is defined in the table below.

Testing Amortization of Amortization of Active Funded
Dates as of Unfunded Active Unfunded Retiree Liability-Short Percentage
December 31 Liabilities Liabilities Condition Test Test

1994	18	9	55%	82%
1995	16	8	60%	84%
1996	14	7	65%	86%
1997	12	6	70%	88%
1998	10	5	75%	90%
1999	9	5	80%	92%
2000	8	5	85%	94%
2001	7	5	90%	95%
2002	6	5	95%	96%
2003 & after	5	5	100%	97%

Cash Flow Projection Valuation:

If the pension fund has 50 or more participants, the Fund may show "actuarial soundness" using a Cash Flow Projection Valuation. This valuation will project the assets, future income, and future benefit obligations of the pension fund. The assumptions used in this valuation shall be based upon the same assumptions used by the Pension Review Board for regularly scheduled valuations. The Cash Flow Valuation must show that the current assets projected with future income will always be sufficient to cover all benefit obligations. A Cash Flow Valuation is not required to be done on a regular basis, but will only be completed when requested by the Fund and at the expense of the pension fund

If, however, a pension plan has received money from the Arkansas Fire and Police Guarantee Fund, that pension fund may not have a cash flow study performed for the purpose of granting a benefit increase for a two-year period following receipt of the Guarantee Fund money.

ARKANSAS FIRE AND POLICE PENSION REVIEW BOARD

PRB Board Rule #4 (continued)

Alternate Cash Flow Projection Valuation

If a pension fund has less than 50 participants, the Fund may show “Actuarial Soundness” using an Alternate Cash Flow Projection Valuation as defined in this paragraph. This valuation will project the assets, future income and future benefit obligations of the pension fund. The assumptions used for an Alternate Cash Flow Projection Valuation will not necessarily be the same assumptions used by the Pension Review Board for regularly scheduled valuations, because of the small number of fund participants. The Alternate Cash Flow Projection Valuation must show that the current assets projected with future income will always be sufficient to cover all benefit obligations. An Alternate Cash Flow Projection Valuation is not required to be done on a regular basis, but will be completed when requested by the Fund and at the expense of the pension fund.

For a pension fund to be able to use the Alternate Cash Flow Projection Valuation, it must also meet the following conditions:

1. The fund uses a PRB Recognized Investment Management and Trust Arrangement.
2. The local pension board, as well as the local city council, must certify to the PRB that they understand the risks involved in using a cash flow model for a small group.

An investment management and trust arrangement will be a Recognized Investment Management and Trust Arrangement by the PRB if it contains the following independent and separately accountable components:

1. Investment Advisory and Reporting, including, but not limited to
 - a. Pension plan prudent asset allocation advice
 - b. Choosing independent investment managers or funds
 - c. Reporting the results of the investment managers versus their benchmark at least quarterly.
2. Investment Management, including, but not limited to
 - a. Investing plan assets on a plan-specific basis which pertains to the stated asset allocation designated by the local pension board with the assistance of the investment advisor
 - b. Regular reporting of results through the recognized investment management and trust arrangement.
3. Trust, Custodial and Administrative Services, including, but not limited to
 - a. Trust and/or custodian agreement with an independent trustee and/or custodian
 - b. Year-end plan financial reporting to the PRB.

Certified By: _____

David B. Clark, Executive Director



City of Conway, Arkansas
Ordinance No. O-08-_____

AN ORDINANCE ADOPTING AN EMPLOYEE HANDBOOK AND PERSONNEL POLICY; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:

WHEREAS, the Mayor of the City of Conway, Arkansas, has submitted to the City Council a handbook to be used for personnel matters for the City.

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

SECTION 1. A handbook entitled, "Employee Handbook, City of Conway, Personnel Policy," has been examined by the City Council and found to be needed for the fair and impartial implementation of personnel policies.

SECTION 2. This policy shall be adopted as set forth in the document entitled "Employee Handbook, City of Conway, Personnel Policy."

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; 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 26th day of August, 2008.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer