

City Council Members

Mayor Tab Townsell

City Attorney Michael Murphy

City Clerk/Treasurer Michael O. Garrett



Ward 1 Position 1 – Andy Hawkins

Ward 1 Position 2 – David Grimes

Ward 2 Position 1 – Mark Vaught

Ward 2 Position 2 – Shelley Mehl

Ward 3 Position 1 – Jim Rhodes

Ward 3 Position 2 – Mary Smith

Ward 4 Position 1 – Theodore Jones, Jr.

Ward 4 Position 2 – Shelia Whitmore

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City Council Meeting - Tuesday, October 11<sup>th</sup>, 2011@ 6:30pm

Judge Russell L. "Jack" Roberts District Court Building – 810 Parkway St., Conway, AR 72032

5:30pm - Committee Meeting:

Discussion of the Resolution accepting the Report of the Conway Citizen Taskforce

&

Discussion of the Upcoming Election of the Rededication of an Existing Sales Tax

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Call to Order

Roll Call

Minutes: September 27<sup>th</sup>, 2011

Announcements / Proclamations / Recognition:

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

1. Consideration to move the next regularly scheduled City Council meeting to an alternative date.
2. Resolutions setting a public hearing to discuss closing four separate access/utility easement located at Harps on German Lane.
3. Resolution setting a public hearing to discuss closing a 12 foot utility/drainage easement (Private Pedestrian walkway) located between and on existing Lots 70 & 71 in the Village at Hendrix.
4. Resolution requesting the Faulkner County Tax Collector to place a certified lien on certain properties as a result of incurred expenses by the City.
5. Consideration of approval for CDBG contracts for Boys & Girls Club & Bethlehem House.
6. Ordinance accepting and appropriating grant funds for the Conway Tree Board associated with the 2011 Arbor Day celebration.
7. Ordinance to close a portion of College Ave., Front St, Elm St, and Chestnut St right of ways.

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

1. Ordinance appropriating insurance proceeds received for the Conway Fire Department.
2. Notification of a grant application for the 2011 JAG Grant for the Conway Police Department.

Old Business

## **New Business**

1. Resolution accepting the report of the Conway Citizens Taskforce and outlining an implementation plan for various recommendations.
2. Ordinance amending Ordinance No. O-10-19 that established the Audit Committee.  
**(Ordinance will be provided prior to the meeting)**
3. Ordinance creating an AD Hoc committee of the City Council.  
**(Ordinance will be provided prior to the meeting)**

## **Adjournment**



**City of Conway, Arkansas  
Resolution No. R-11-\_\_\_\_\_**

**A RESOLUTION ACCEPTING THE REPORT OF THE CONWAY CITIZENS TASK FORCE AND OUTLINING AN IMPLEMENTATION PLAN FOR VARIOUS RECOMMENDATIONS THEREIN CONTAINED**

**Whereas,** The Conway Citizens Task Force was created to study the financial situation of the City of Conway and make recommendations to improve that condition, and

**Whereas,** The Conway Citizens Task Force submitted their recommendations to the Conway City Council on August 23, 2011,

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

**The Citizens Task Force Report is hereby accepted by the Conway City Council and subsequent to the report the following actions shall be taken:**

**Section 1.** The specific recommendations included in the report are limited in their application to the General Fund; however, it is acknowledged that the general principles involved should be considered for all public monies.

**Section 2.** The Step/Grade wage scale system currently in use for City of Conway employees is abandoned as unsustainable given current or future prospective revenues. A replacement wage scale system will be developed by an Ad Hoc committee of the City Council working in conjunction with the Mayor's Office, Human Resources, and the Finance Office. The Ad Hoc committee of the City Council is to be created by a subsequent resolution of the City Council and will report its recommendations to the City Council for their consideration by December 31, 2011. The Ad Hoc committee will also review the health benefits and non-uniform retirement system offered city employees for cost saving changes and long term viability vis-à-vis Conway's peer cities and/or the full employment market.

All employees will retain their current compensation (except for promotions and certificate/training increases) until the General Fund has obtained adequate operational cash flow levels and a replacement wage scale system has been adopted and implemented by the City Council and then only increased upon the city having the resources on an ongoing basis to fund such increases.

All openings in non-sworn city personnel will be reviewed by the Mayor's Office for the option of leaving positions vacant until the General Fund has obtained adequate operational cash flow levels. The Mayor's Office recommendations to

fill or not fill each non-sworn position will be forwarded to the City Council on a case by case basis by email and any objection to filling or not filling a position will forward the decision to the next City Council agenda.

**Section 3.** The Mayor's Office and various departmental administrations are instructed to review all user and rental fees contributory to the General Fund revenue or the lack thereof and make recommendations to the City Council as to the adequacy of those fees compared to Conway's peer cities and/or the market rate for such services or facilities. Operations and facilities are also to be reviewed for possible out sourcing or privatization. All departments shall review their operations for efficiencies with regard to staffing levels and organizational structures. Recommendations in these areas are to be presented to the City Council by December 31, 2011.

**Section 4.** A Finance Committee of the City Council is to be created by separate ordinance which will perform the various functions: 1.) Conduct monthly meetings with the Mayor's Office, Finance Office and Treasurer's Office to review the previous months financials for all funds of the city for budget to actual performance, cash flow and cash projection, 2.) Conduct quarterly meetings with all departments to monitor budget to actual performance and to review any material requests for changes to the budget, 3.) To make recommendations to the City Council in regard to budget to actual performance, 4.) To review the Mayor's Annual Budget submittal to including final revenue projections and departmental budget allocations, 5.) To make recommendations to the City Council as to financial policies, procedures, banking arrangements, and operational matters including personnel, 6.) To make recommendations to the City Council as to determining the target levels for minimal Fund Balances for funds for cash flow purposes, 7.) To make recommendations to the City Council for setting a target level of a General Fund reserve to be created by the city and for creating a funding plan and a timeline by which to fund the plan, 8.) To review and advise the City Council on all financial matters.

**PASSED this 11<sup>th</sup> day of October, 2011**

**Approved:**

**Attest:**

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**Mayor Tab Townsell**

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

## **Conway Citizen Taskforce Resolution No. R-11-08**

### **Executive Summary**

The Conway City Council established a Citizen Taskforce at its meeting on February 15, 2011. Three specific tasks were assigned.

1. Examine departmental requirements, goals and mission to determine adequate and appropriate levels of staffing.
2. Review city operations for potential revenue sources from operations such as rental rates and user fees, for potential savings from privatization or outsourcing of jobs, services, programs or facilities, and for process improvements including optional ways of doing business such as eliminating departmental overlaps.
3. Examine financial policies of the city including reviewing budgetary policies and procedures, long and short-term cash flow projections, cash management policies, banking arrangements and any and all agreements or contracts that have a financial implication.

The committee began meeting in March 2011. Many meetings have taken place throughout the last 6 months including departmental overviews, on-site discussions, financial / departmental reports and committee report writing and discussions. We concluded our work resulting in this document focused primarily on tasks 1 and 2. Task 3 is believed to be covered if the recommendations are followed.

### **Methodology**

The first committee activity was to review the 2011 budget, 2010 department reports and personnel data. Meetings were held with each of the major department heads, including police, parks, fire, street, sanitation and planning. In June, the committee began to develop the recommendations presented below.

The task force formed sub-committees to review major departments in greater depth. Reference material was placed on the City's Web Site and includes the 2011 budget, department personnel numbers back to 2005, minutes of our meetings and 2010 department reports.

### **Opportunity/Risk Analysis**

#### **Task One:**

We observed that department leaders clearly understood their specific goals and objectives and the many tasks before them. Each indicated that their team was keeping up with an ever-growing demand for service. As a result, they indicated a need for more employees. Given the scope of issues, the degree of study necessary and the fact we do not have the expertise or time to thoroughly investigate this task we will not provide a recommendation on determination of levels of staffing necessary by department. We will however, offer a general opinion about how best to manage this complex issue.

**Recommendation:**

The current state of the economy and limited growth in sales tax revenue may result in required decreases in services and/or personnel expenses (payroll and benefits). This is necessary to balance the budget in both current and future years. The committee feels that there are opportunities for improved efficiencies throughout all areas of operations and administration and that it is imperative for the Council and department heads to objectively evaluate all staffing levels and services. The most important question to appropriate staffing levels needs to be addressed. What are the revenues available to the City? This is a difficult question to answer and led to our recommendation focusing more directly on financial activities. Specific priorities must be established to minimize the risk of misdirecting available resources. Below are some specific items for consideration as it relates to staffing.

- A. Review all costs associated with City personnel and identify areas for immediate reduction of cost to close the budget deficit and eliminate systematic growth of departmental personnel expense.
- B. Institute an employee incentive program focusing on ideas to reduce cost and/or increase efficiencies. Employees responsible for delivering the services and working on the front line will generate innovative ideas to save the City money or increase operational efficiencies.
- C. Retirement plans need to be evaluated and modified to become more consistent with private industry and avoid personnel retiring with immediate benefits after 20 years of employment.
- D. Step programs need to be eliminated and replaced with a merit increase program utilizing a performance evaluation system to support any potential merit increase.
- E. Freeze all openings until adequate reserves are established.

**Task Two:**

In addressing the second task, we determined that revenue opportunities (taxes and fees) were limited for two main reasons. First, we believe that our current tax levels are adequate to meet city needs and secondly the timing of any increase in taxes and fees during this economy would be harmful to economic growth and to the citizens of Conway. User fees on the other hand and “hamburger tax proceeds” were considered and we offer some recommendations below.

**A) Revenue**

A primary revenue opportunity revolves around the parks, which led to the following recommendation, specifically relative to the A&P Commission and its relationship with the City.

## **Recommendations**

1. Establish an agreement with the A&P Commission to allocate funds that come directly to the City, beyond bond service, between Capital and Operating costs for Parks and Recreation facilities.
2. Charge fees for use of rooms at McGee and Don Owens – use profit and non-profit rates.
3. Sales tax campaign—Shop Conway—explain to people why and how important the sales tax revenue is to the City
4. Charge non-residents an annual membership fee or a fee for use of City facilities.

### **B) Privatization/Outsourcing**

We asked each department leader what, if any, work could be privatized or outsourced. Outside of concessions in Parks and Recreation (which has taken place), there were few ideas offered.

## **Recommendation**

Assess all positions within the City. Consider outsourcing appropriate activities where financially feasible.

### **B) Overlapping/Consolidation**

In looking at departments, there is a tendency to become top heavy over time. It appears that time and service determines promotion as opposed to need. There needs to be a thorough review of each department to determine where this is the case with corrective action taken as soon as possible.

### **C) City Council and Fiscal matters**

Finally, we discussed the City's method of decision making on fiscal matters by Administration and Council and how to improve this process. Currently, the Council meets as a Committee of the whole, which limits the opportunity to assess and investigate the many details of the City budget, operations and administration. We have specific recommendations on each.

## **Recommendations**

1. Establish a City Council Finance Sub-Committee made up of no more than one member from each ward.

The primary functions of this Sub-Committee are as follows:

- a) Hold monthly meetings with the CFO and Treasurer to review previous month's financials. The Sub-Committee Chairman should report the YTD results, cash flow and revenue/expense projections for the remainder of the year to the full Council.
- b) Hold quarterly financial review meetings with every department head to review same metrics as above. The Sub-Committee Chairman should report to the full Council on findings, recommendations, course corrections etc.
- c) Establish a General Fund reserve and develop a detailed plan and time line to achieve it.
- d) Benchmark other municipalities to obtain a best financial model for the City.
- e) Establish mandatory zero-based Priority budgeting procedures.
- f) Require each department head to submit a current list of service priorities for review and identify which services, and associated cost, would be eliminated in the event revenues continue to decline.
- g) Oversee the annual budget process - be actively engaged with the Mayor in managing the process and interacting with department heads during the preparation of initial and final budgets.
- h) Require all departments to develop an annual operational plan outlining goals and mission.
- i) Establish a capital budget, review requests and develop funding sources. Demand future operating cost estimates on any proposed capital spending.

2. Fiscal matters.

- a) Develop a clear Priority for ranking spending within each department, including specific items to cut and the potential impact of those cuts.
- b) Rationalize all administrative positions throughout the City.
- c) Rationalize City Vehicle requirements and establish a comprehensive vehicle policy.
- d) Determine feasibility of converting existing vehicles to use of natural gas as primary fuel source, as well as, the purchase of new vehicles using natural gas as the primary source of fuel.
- e) Review and update all banking agreements to maximize earnings and minimize the cost to the City.

3. Consider 2 year bond coverage on major road contracts



## **Conclusion**

The current challenges to the City of Conway are significant and require immediate action. The future can be bright with careful and thoughtful planning and asset utilization. Conway is a wonderful City and deserves the very best. The members of the Conway Citizen Taskforce Committee appreciate the opportunity to have served.

Respectively Submitted

David Crow

Joel Hawkins

Brad Hegeman

Linda Linn

Gene Salter

Bruce Sossamon



**City of Conway, Arkansas**  
**Resolution No. R-11- \_\_\_\_\_**

**A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSING OF AN EASEMENT  
 LOCATED:**

A 50 FOOT ACCESS EASEMENT LOCATED IN THE REPLAT OF HARP'S AT GERMAN LANE AND LEGALLY DESCRIBED AS FOLLOWS:

PART OF THE SW ¼ OF THE SW ¼, SECTION 4, TOWNSHIP 5 NORTH, RANGE 13 WEST OF THE FIFTH PRINCIPAL MERIDIAN, FAULKNER COUNTY, ARKANSAS AND BEING PART OF LOT 2-A OF THE REPLAT OF HARP'S AT GERMAN LANE AS RECORDED IN BOOK "L", PAGE 70 AND BEING A PORTION OF THE EASEMENT RECORDED IN DEED BOOK 556, PAGE 389 OF THE RECORDS OF FAULKNER COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **COMMENCE** AT THE SOUTHWEST CORNER OF SAID SECTION 4, THENCE N01°05'04"E ALONG THE SECTION LINE, A DISTANCE OF 460.63 FEET TO A POINT, THENCE LEAVING SAID SECTION LINE, S87°45'25"E A DISTANCE OF 40 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF EAST GERMAN LANE (80-FT, BEING 40 FEET EACH SIDE OF CENTERLINE) AND THE **POINT OF BEGINNING**; THENCE ALONG THE RIGHT-OF-WAY EASEMENT LINE THE FOLLOWING CALLS, N01°05'04"E A DISTANCE OF 50.00 FEET TO A POINT; THENCE S87°45'36"E A DISTANCE OF 145.21 FEET TO A POINT; THENCE S01°08'24"W A DISTANCE OF 50 FEET TO A POINT; THENCE S87°45'25"E A DISTANCE OF 145.26 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT OR PARCEL OF LAND CONTAINING 0.17 ACRES, MORE OR LESS.

SAID ACCESS EASEMENT BEING ALL OF THAT PORTION OF AN EASEMENT DESCRIBED IN RIGHT OF WAY EASEMENT EXECUTED BY DANNY GIBBS AND WIFE, CHARLOTTE GIBBS, AND DONALD W. BONE AND WIFE, SHARON BONE, IN FAVOR OF THE PUBLIC, DATED DECEMBER 30, 1993, FILED FOR RECORD JANUARY 3, 1994 IN DEED RECORD BOOK 556, PAGE 389, LAND RECORDS OF FAULKNER COUNTY, ARKANSAS, LOCATED ON LOT 2-A OF THE REPLAT OF HARP'S AT GERMAN LANE AS RECORDED IN BOOK "L", PAGE 70, SUCH THAT AFTER VACATING SAID ACCESS EASEMENT, NO PORTION THEREOF SHALL REMAIN ON THE PROPERTY DESCRIBED AS LOT 2-A OF THE REPLAT OF HARP'S AT GERMAN LANE AS RECORDED IN BOOK "L", PAGE 70.

**WHEREAS**, a petition has been filed with the City Council of the City of Conway, Arkansas by RIP Properties, L.L.C. to abandon a 50 foot access easement located in the Harp's at German Lane (formerly Trent Van Pelt Subdivision), within the corporate limits of the City of Conway, Arkansas; and

**WHEREAS**, upon the filing of the petition with the City, the City shall set a date and time for a hearing before the City Council for consideration of the petition.

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

1. That the City Council shall hear said petition at its regular meeting to be held at District Court Building, 810 Parkway Street, Conway, Arkansas, on the \_\_\_\_\_ at 6:30 p.m.
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the manner prescribed by law.

**PASSED** this 11<sup>th</sup> day of October, 2011.

**Approved:**

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

**Attest:**

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

**Petition of Written Consent for the Vacating of Easement  
for the Intent of Public Use**

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**Description of Easement to be Vacated and Legal Description therefor:**

**A 50 FOOT ACCESS EASEMENT LOCATED IN THE REPLAT OF HARP'S AT GERMAN LANE AND LEGALLY DESCRIBED AS FOLLOWS:**

PART OF THE SW ¼ OF THE SW ¼, SECTION 4, TOWNSHIP 5 NORTH, RANGE 13 WEST OF THE FIFTH PRINCIPAL MERIDIAN, FAULKNER COUNTY, ARKANSAS AND BEING PART OF LOT 2-A OF THE REPLAT OF HARP'S AT GERMAN LANE AS RECORDED IN BOOK "L", PAGE 70 AND BEING A PORTION OF THE EASEMENT RECORDED IN DEED BOOK 556, PAGE 389 OF THE RECORDS OF FAULKNER COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **COMMENCE** AT THE SOUTHWEST CORNER OF SAID SECTION 4, THENCE N01°05'04"E ALONG THE SECTION LINE, A DISTANCE OF 460.63 FEET TO A POINT, THENCE LEAVING SAID SECTION LINE, S87°45'25"E A DISTANCE OF 40 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF EAST GERMAN LANE (80-FT, BEING 40 FEET EACH SIDE OF CENTERLINE) AND THE **POINT OF BEGINNING**; THENCE ALONG THE RIGHT-OF-WAY EASEMENT LINE THE FOLLOWING CALLS, N01°05'04"E A DISTANCE OF 50.00 FEET TO A POINT; THENCE S87°45'36"E A DISTANCE OF 145.21 FEET TO A POINT; THENCE S01°08'24"W A DISTANCE OF 50 FEET TO A POINT; THENCE S87°45'25"E A DISTANCE OF 145.26 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT OR PARCEL OF LAND CONTAINING 0.17 ACRES, MORE OR LESS.

SAID ACCESS EASEMENT BEING ALL OF THAT PORTION OF AN EASEMENT DESCRIBED IN RIGHT OF WAY EASEMENT EXECUTED BY DANNY GIBBS AND WIFE, CHARLOTTE GIBBS, AND DONALD W. BONE AND WIFE, SHARON BONE, IN FAVOR OF THE PUBLIC, DATED DECEMBER 30, 1993, FILED FOR RECORD JANUARY 3, 1994 IN DEED RECORD BOOK 556, PAGE 389, LAND RECORDS OF FAULKNER COUNTY, ARKANSAS, LOCATED ON LOT 2-A OF THE REPLAT OF HARP'S AT GERMAN LANE AS RECORDED IN BOOK "L", PAGE 70, SUCH THAT AFTER VACATING SAID ACCESS EASEMENT, NO PORTION THEREOF SHALL REMAIN ON THE PROPERTY DESCRIBED AS LOT 2-A OF THE REPLAT OF HARP'S AT GERMAN LANE AS RECORDED IN BOOK "L", PAGE 70.

**Name of Property Owner Requesting the Petition:**

**RIP Properties, L.L.C.**

504 Colewood Drive  
Mountain Home, AR 72653  
Attention: Rob Finley

**Abutting Property Owners:**

**Harp's Food Stores, Inc.**

P.O. Box 48  
918 S. Gutensohn  
Springdale, Arkansas 72762  
Attention: J. Max Van Hoose  
Parcels 710-07729-001, 710-07729-003, and 710-07729-004

**Bank of Dardanelle**

1900 E. Oak Street  
Conway, Arkansas 72111  
Parcel 710-07725-001

**Onsite Development, Inc.**

1955 Keathley Drive  
Conway, Arkansas 72111  
Parcel 710-07728-000

**North Arkansas District Church of the Nazarene**


1150 E. German Lane  
Conway, Arkansas 72111  
Parcel 710-07743-000

*[Signature on Next Page]*

Executed this 26<sup>th</sup> day of September, 2011.

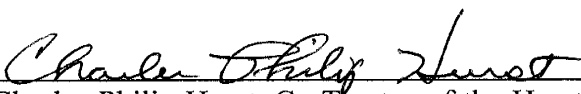
**PETITIONER:**

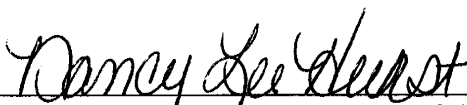
**RIP PROPERTIES, L.L.C.**, an Arkansas limited liability company

By:   
Rob Finley, its Member

By:   
Nicki Finley, its Member

BY THE HURST FAMILY TRUST utu dated the 9th day of August 2002, its Member

By:   
Charles Philip Hurst, Co-Trustee of the Hurst Family Trust utu dated the 9th day of August 2002

By:   
Nancy Lee Hurst, Co-Trustee of the Hurst Family Trust utu dated the 9th day of August 2002



**City of Conway, Arkansas**  
**Resolution No. R-11- \_\_\_\_\_**

**A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSING OF AN EASEMENT  
LOCATED:**

A 15 FOOT UTILITY EASEMENT LOCATED IN THE REPLAT OF HARP'S AT GERMAN LANE AND  
LEGALLY DESCRIBED AS FOLLOWS:

PART OF THE SW  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$ , SECTION 4, TOWNSHIP 5 NORTH, RANGE 13 WEST OF THE FIFTH PRINCIPAL MERIDIAN, FAULKNER COUNTY, ARKANSAS AND BEING PART OF **LOT 3-R** OF THE REPLAT OF HARP'S AT GERMAN LANE AS RECORDED IN BOOK "L", PAGE 70, AND AS SHOWN ON THE PLAT OF SURVEY BY ENGINEERING SERVICES, INC. AS RECORDED IN BOOK "L", PAGE 29, OF THE RECORDS OF FAULKNER COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **COMMENCE** AT THE SOUTHWEST CORNER OF SAID SECTION 4, THENCE N01°05'04"E ALONG THE SECTION LINE, A DISTANCE OF 89.61 FEET TO A POINT; THENCE LEAVING SAID SECTION LINE S87°41'41"E A DISTANCE OF 286.45 FEET TO THE **POINT OF BEGINNING**; THENCE ALONG THE EASEMENT THE FOLLOWING, N01°16'03"E A DISTANCE OF 158.82 FEET TO A POINT; THENCE S87°45'07"E A DISTANCE OF 15.00 FEET TO A POINT; THENCE S01°16'03"W A DISTANCE OF 158.83 FEET TO A POINT; THENCE N87°41'41"W A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT OR PARCEL OF LAND CONTAINING 0.05 ACRES, MORE OR LESS.

SAID UTILITY EASEMENT BEING THE SAME AS THAT EASEMENT DESCRIBED OF RECORD ON THE PLAT OF TRENT VAN PELT SUBDIVISION, RECORDED NOVEMBER 23, 2004, IN BOOK K, PAGE 77, LAND RECORDS OF FAULKNER COUNTY, ARKANSAS.

**WHEREAS**, a petition has been filed with the City Council of the City of Conway, Arkansas by Harp's Food Stores, Inc. to abandon a 15 foot utility easement located in the Harp's at German Lane (formerly Trent Van Pelt Subdivision), within the corporate limits of the City of Conway, Arkansas; and

**WHEREAS**, upon the filing of the petition with the City, the City shall set a date and time for a hearing before the City Council for consideration of the petition.

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

1. That the City Council shall hear said petition at its regular meeting to be held at District Court Building, 810 Parkway Street, Conway, Arkansas, on the \_\_\_\_\_ at 6:30 p.m.

2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the manner prescribed by law.

**PASSED** this 11<sup>th</sup> day of October, 2011.

**Approved:**

---

**Mayor Tab Townsell**

**Attest:**

---

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



**Petition of Written Consent for the Vacating of Easement  
for the Intent of Public Use**

---

**Description of Easement to be Vacated and Legal Description therefor:**

A 15 FOOT UTILITY EASEMENT LOCATED IN THE REPLAT OF HARP'S AT GERMAN LANE AND LEGALLY DESCRIBED AS FOLLOWS:

PART OF THE SW ¼ OF THE SW ¼, SECTION 4, TOWNSHIP 5 NORTH, RANGE 13 WEST OF THE FIFTH PRINCIPAL MERIDIAN, FAULKNER COUNTY, ARKANSAS AND BEING PART OF **LOT 3-R** OF THE REPLAT OF HARP'S AT GERMAN LANE AS RECORDED IN BOOK "L", PAGE 70, AND AS SHOWN ON THE PLAT OF SURVEY BY ENGINEERING SERVICES, INC. AS RECORDED IN BOOK "L", PAGE 29, OF THE RECORDS OF FAULKNER COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **COMMENCE** AT THE SOUTHWEST CORNER OF SAID SECTION 4, THENCE N01°05'04"E ALONG THE SECTION LINE, A DISTANCE OF 89.61 FEET TO A POINT; THENCE LEAVING SAID SECTION LINE S87°41'41"E A DISTANCE OF 286.45 FEET TO THE **POINT OF BEGINNING**; THENCE ALONG THE EASEMENT THE FOLLOWING, N01°16'03"E A DISTANCE OF 158.82 FEET TO A POINT; THENCE S87°45'07"E A DISTANCE OF 15.00 FEET TO A POINT; THENCE S01°16'03"W A DISTANCE OF 158.83 FEET TO A POINT; THENCE N87°41'41"W A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING**.

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SAID UTILITY EASEMENT BEING THE SAME AS THAT EASEMENT DESCRIBED OF RECORD ON THE PLAT OF TRENT VAN PELT SUBDIVISION, RECORDED NOVEMBER 23, 2004, IN BOOK K, PAGE 77, LAND RECORDS OF FAULKNER COUNTY, ARKANSAS.

**Name of Property Owner Requesting the Petition:**

**Harp's Food Stores, Inc.**  
P.O. Box 48  
918 S. Gutensohn  
Springdale, Arkansas 72762  
Attention: J. Max Van Hoose

**Abutting Property Owners:**

**Harp's Food Stores, Inc.**

P.O. Box 48  
918 S. Gutensohn  
Springdale, Arkansas 72762  
Attention: J. Max Van Hoose  
Parcel 710-07729-004

**RIP Properties, L.L.C.**  
504 Colewood Drive  
Mountain Home, Arkansas 72653  
Parcel 710-07729-002

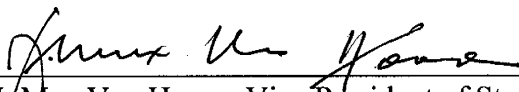
**Tommy and Marie Owens**  
2010 Hwy 64E  
Conway, Arkansas 72111  
Parcel 710-07726-001C

**Bank of Dardanelle**  
1900 E. Oak Street  
Conway, Arkansas 72111  
Parcel 710-07725-001

Executed this 28<sup>th</sup> day of SEPTEMBER, 2011.

**PETITIONER:**

**HARP'S FOOD STORES, INC.,**  
an Arkansas corporation

By:   
J. Max Van Hoose, Vice President of Store Planning



**City of Conway, Arkansas**  
**Resolution No. R-11- \_\_\_\_\_**

**A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSING OF AN EASEMENT  
LOCATED:**

A 15 FOOT UTILITY EASEMENT LOCATED IN THE REPLAT OF HARP'S AT GERMAN LANE AND  
LEGALLY DESCRIBED AS FOLLOWS:

PART OF THE SW  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$ , SECTION 4, TOWNSHIP 5 NORTH, RANGE 13 WEST OF THE FIFTH PRINCIPAL MERIDIAN, FAULKNER COUNTY, ARKANSAS AND BEING PART OF **LOT 2-A AND LOT 2-B** OF THE REPLAT OF HARP'S AT GERMAN LANE AS RECORDED IN BOOK "L", PAGE 70, AND AS SHOWN ON THE PLAT OF SURVEY BY ENGINEERING SERVICES, INC. AS RECORDED IN BOOK "L", PAGE 29, OF THE RECORDS OF FAULKNER COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **COMMENCE** AT THE SOUTHWEST CORNER OF SAID SECTION 4, THENCE N01°05'04"E ALONG THE SECTION LINE, A DISTANCE OF 460.63 FEET TO A POINT; THENCE LEAVING SAID SECTION LINE S87°45'25"E A DISTANCE OF 170.20 FEET TO THE **POINT OF BEGINNING**; THENCE ALONG THE EASEMENT THE FOLLOWING, S87°45'25"E A DISTANCE OF 15.00 FEET TO A POINT; THENCE S87°41'15"E A DISTANCE OF 490.75 FEET TO A POINT; THENCE S01°11'37"W A DISTANCE OF 15.00 FEET TO A POINT; THENCE N87°41'15"W A DISTANCE OF 505.74 FEET TO A POINT; THENCE N01°08'24"E A DISTANCE OF 15.00 FEET A POINT; THENCE S87°40'47"E A DISTANCE OF 14.99 TO THE **POINT OF BEGINNING**.

SAID TRACT OR PARCEL OF LAND CONTAINING 0.17 ACRES, MORE OR LESS.

SAID UTILITY EASEMENT BEING THE SAME AS THAT EASEMENT DESCRIBED OF RECORD ON THE PLAT OF TRENT VAN PELT SUBDIVISION, RECORDED NOVEMBER 23, 2004, IN BOOK K, PAGE 77, LAND RECORDS OF FAULKNER COUNTY, ARKANSAS.

**WHEREAS**, a petition has been filed with the City Council of the City of Conway, Arkansas by RIP Properties, L.L.C., as property owner, and Harp's Food Stores, Inc., as lessee, to abandon a 15 foot utility easement located in the Harp's at German Lane (formerly Trent Van Pelt Subdivision), within the corporate limits of the City of Conway, Arkansas; and

**WHEREAS**, upon the filing of the petition with the City, the City shall set a date and time for a hearing before the City Council for consideration of the petition.

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

1. That the City Council shall hear said petition at its regular meeting to be held at District Court Building, 810 Parkway Street, Conway, Arkansas, on the \_\_\_\_\_ at 6:30 p.m.

2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the manner prescribed by law.

**PASSED** this 11<sup>th</sup> day of October, 2011.

**Approved:**

---

**Mayor Tab Townsell**

**Attest:**

---

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

**Petition of Written Consent for the Vacating of Easement  
for the Intent of Public Use**

---

**Description of Easement to be Vacated and Legal Description therefor:**

A 15 FOOT UTILITY EASEMENT LOCATED IN THE REPLAT OF HARP'S AT GERMAN LANE AND LEGALLY DESCRIBED AS FOLLOWS:

PART OF THE SW ¼ OF THE SW ¼, SECTION 4, TOWNSHIP 5 NORTH, RANGE 13 WEST OF THE FIFTH PRINCIPAL MERIDIAN, FAULKNER COUNTY, ARKANSAS AND BEING PART OF **LOT 2-A AND LOT 2-B** OF THE REPLAT OF HARP'S AT GERMAN LANE AS RECORDED IN BOOK "L", PAGE 70, AND AS SHOWN ON THE PLAT OF SURVEY BY ENGINEERING SERVICES, INC. AS RECORDED IN BOOK "L", PAGE 29, OF THE RECORDS OF FAULKNER COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **COMMENCE** AT THE SOUTHWEST CORNER OF SAID SECTION 4, THENCE N01°05'04"E ALONG THE SECTION LINE, A DISTANCE OF 460.63 FEET TO A POINT; THENCE LEAVING SAID SECTION LINE S87°45'25"E A DISTANCE OF 170.20 FEET TO THE **POINT OF BEGINNING**; THENCE ALONG THE EASEMENT THE FOLLOWING, S87°45'25"E A DISTANCE OF 15.00 FEET TO A POINT; THENCE S87°41'15"E A DISTANCE OF 490.75 FEET TO A POINT; THENCE S01°11'37"W A DISTANCE OF 15.00 FEET TO A POINT; THENCE N87°41'15"W A DISTANCE OF 505.74 FEET TO A POINT; THENCE N01°08'24"E A DISTANCE OF 15.00 FEET A POINT; THENCE S87°40'47"E A DISTANCE OF 14.99 TO THE **POINT OF BEGINNING**.

SAID TRACT OR PARCEL OF LAND CONTAINING 0.17 ACRES, MORE OR LESS.

SAID UTILITY EASEMENT BEING THE SAME AS THAT EASEMENT DESCRIBED OF RECORD ON THE PLAT OF TRENT VAN PELT SUBDIVISION, RECORDED NOVEMBER 23, 2004, IN BOOK K, PAGE 77, LAND RECORDS OF FAULKNER COUNTY, ARKANSAS.

**Name of Property Owner Requesting the Petition:**

Property Owner:                   RIP PROPERTIES, L.L.C.  
  504 Colewood Drive  
  Mountain Home, AR 72653  
  Attention: Rob Finley

Property Owner:                   HARP'S FOOD STORES, INC.  
  P.O. Box 48

918 S. Gutensohn  
Springdale, Arkansas 72762  
Attention: J. Max Van Hoose

**Abutting Property Owners:**

**Harp's Food Stores, Inc.**

P.O. Box 48  
918 S. Gutensohn  
Springdale, Arkansas 72762  
Attention: J. Max Van Hoose  
Parcels 710-07729-001 and 710-07729-003

**Roy Keathley**

P.O. Box 71  
Mt. Vernon, Arkansas 72111  
Parcel 710-07730-000

**Bank of Dardanelle**

1900 E. Oak Street  
Conway, Arkansas 72111  
Parcel 710-07725-001

**RIP Properties, L.L.C.**

504 Colewood Drive  
Mountain Home, Arkansas 72653  
Parcel 710-07729-002

**Onsite Development, Inc.**

1955 Keathley Drive  
Conway, Arkansas 72111  
Parcel 710-07728-000

**Tommy and Marie Owens**

2010 Hwy 64E  
Conway, Arkansas 72111  
Parcel 710-07726-001C

**North Arkansas District Church of the Nazarene**

1150 E. German Lane  
Conway, Arkansas 72111  
Parcel 710-07743-000

6


*[Signatures on Next Two Pages]*


Executed this 26<sup>th</sup> day of September, 2011.

**PETITIONER:**

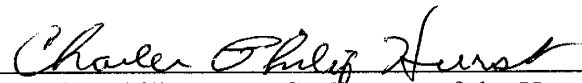
**PROPERTY OWNER:**

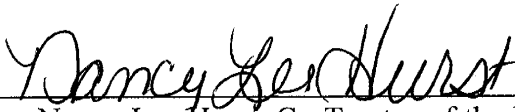
**RIP PROPERTIES, L.L.C.**, an Arkansas limited liability company

By:   
Rob Finley, its Member

By:   
Nicki Finley, its Member

BY THE HURST FAMILY TRUST utu dated the 9th day of August 2002, its Member

By:   
Charles Philip Hurst, Co-Trustee of the Hurst Family Trust utu dated the 9th day of August 2002

By:   
Nancy Lee Hurst, Co-Trustee of the Hurst Family Trust utu dated the 9th day of August 2002

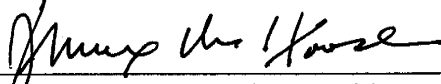
*[Signatures Continue on Next Page]*

Executed this 26<sup>th</sup> day of SEPTEMBER, 2011.

**PETITIONER:**

**PROPERTY OWNER:**

**HARP'S FOOD STORES, INC.,** an Arkansas corporation

By:   
J. Max Van Hoose, Vice President of Store Planning





**City of Conway, Arkansas  
Resolution No. R-11- \_\_\_\_\_**

**A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSING OF AN EASEMENT  
LOCATED:**

**A 20 FOOT DRAINAGE EASEMENT LOCATED IN THE REPLAT OF HARP'S AT GERMAN LANE AND  
LEGALLY DESCRIBED AS FOLLOWS:**

PART OF THE SW  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$ , SECTION 4, TOWNSHIP 5 NORTH, RANGE 13 WEST OF THE FIFTH PRINCIPAL MERIDIAN, FAULKNER COUNTY, ARKANSAS AND BEING PART OF **LOT 2-B** OF THE REPLAT OF HARP'S AT GERMAN LANE AS RECORDED IN BOOK "L", PAGE 70 OF THE RECORDS OF FAULKNER COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **COMMENCE** AT THE SOUTHWEST CORNER OF SAID SECTION 4, THENCE N01°05'04"E ALONG THE SECTION LINE, A DISTANCE OF 460.63 FEET TO A POINT; THENCE LEAVING SAID SECTION LINE S87°45'25"E A DISTANCE OF 185.21 FEET TO A POINT; THENCE S87°41'15"E A DISTANCE OF 365.41 FEET TO THE **POINT OF BEGINNING**; THENCE ALONG THE EASEMENT THE FOLLOWING, S87°41'15"E A DISTANCE OF 27.61 FEET TO A POINT; THENCE S41°16'15"E A DISTANCE OF 144.72 FEET TO A POINT; THENCE S01°11'37"W A DISTANCE OF 29.62 FEET TO A POINT; THENCE N41°16'15"W A DISTANCE OF 185.61 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT OR PARCEL OF LAND CONTAINING 0.08 ACRES, MORE OR LESS.

SAID DRAINAGE EASEMENT BEING THE SAME AS THAT EASEMENT DESCRIBED OF RECORD ON THE PLAT OF TRENT VAN PELT SUBDIVISION, RECORDED NOVEMBER 23, 2004, IN BOOK K, PAGE 77, LAND RECORDS OF FAULKNER COUNTY, ARKANSAS.

**WHEREAS**, a petition has been filed with the City Council of the City of Conway, Arkansas by Harp's Food Stores, Inc. to abandon a 20 foot drainage easement located in Harp's at German Lane (formerly Trent Van Pelt Subdivision), within the corporate limits of the City of Conway, Arkansas; and

**WHEREAS**, upon the filing of the petition with the City, the City shall set a date and time for a hearing before the City Council for consideration of the petition.

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

1. That the City Council shall hear said petition at its regular meeting to be held at District Court Building, 810 Parkway Street, Conway, Arkansas, on the \_\_\_\_\_ at 6:30 p.m.
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the manner prescribed by law.

**PASSED** this 11<sup>th</sup> day of October, 2011.

**Approved:**

---

**Mayor Tab Townsell**

**Attest:**

---

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

**Petition of Written Consent for the Vacating of Easement  
for the Intent of Public Use**

---

**Description of Easement to be Vacated and Legal Description therefor:**

A 20 FOOT DRAINAGE EASEMENT LOCATED IN THE REPLAT OF HARP'S AT GERMAN LANE AND LEGALLY DESCRIBED AS FOLLOWS:

PART OF THE SW ¼ OF THE SW ¼, SECTION 4, TOWNSHIP 5 NORTH, RANGE 13 WEST OF THE FIFTH PRINCIPAL MERIDIAN, FAULKNER COUNTY, ARKANSAS AND BEING PART OF **LOT 2-B** OF THE REPLAT OF HARP'S AT GERMAN LANE AS RECORDED IN BOOK "L", PAGE 70 OF THE RECORDS OF FAULKNER COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **COMMENCE** AT THE SOUTHWEST CORNER OF SAID SECTION 4, THENCE N01°05'04"E ALONG THE SECTION LINE, A DISTANCE OF 460.63 FEET TO A POINT; THENCE LEAVING SAID SECTION LINE S87°45'25"E A DISTANCE OF 185.21 FEET TO A POINT; THENCE S87°41'15"E A DISTANCE OF 365.41 FEET TO THE **POINT OF BEGINNING**; THENCE ALONG THE EASEMENT THE FOLLOWING, S87°41'15"E A DISTANCE OF 27.61 FEET TO A POINT; THENCE S41°16'15"E A DISTANCE OF 144.72 FEET TO A POINT; THENCE S01°11'37"W A DISTANCE OF 29.62 FEET TO A POINT; THENCE N41°16'15"W A DISTANCE OF 185.61 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT OR PARCEL OF LAND CONTAINING 0.08 ACRES, MORE OR LESS.

SAID DRAINAGE EASEMENT BEING THE SAME AS THAT EASEMENT DESCRIBED OF RECORD ON THE PLAT OF TRENT VAN PELT SUBDIVISION, RECORDED NOVEMBER 23, 2004, IN BOOK K, PAGE 77, LAND RECORDS OF FAULKNER COUNTY, ARKANSAS.

**Name of Property Owner Requesting the Petition:**

**Harp's Food Stores, Inc.**  
P.O. Box 48  
918 S. Gutensohn  
Springdale, Arkansas 72762  
Attention: J. Max Van Hoose

**Abutting Property Owners:**

**Harp's Food Stores, Inc.**  
P.O. Box 48  
[Easement 4]  
4827-7529-8058.1

918 S. Gutensohn  
Springdale, Arkansas 72762  
Attention: J. Max Van Hoose  
Parcels 710-07729-001 and 710-07729-003

**RIP Properties, L.L.C.**  
504 Colewood Drive  
Mountain Home, Arkansas 72653  
Parcel 710-07729-002

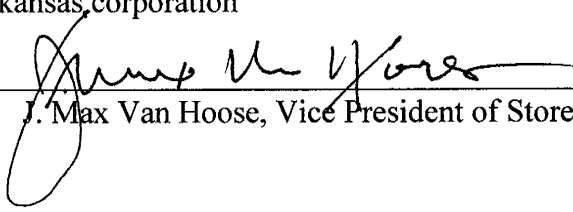
**Roy Keathley**  
P.O. Box 71  
Mt. Vernon, Arkansas 72111  
Parcel 710-07730-000

**Tommy and Marie Owens**  
2010 Hwy 64E  
Conway, Arkansas 72111  
Parcel 710-07726-001C

Executed this 28<sup>th</sup> day of SEPTEMBER, 2011.

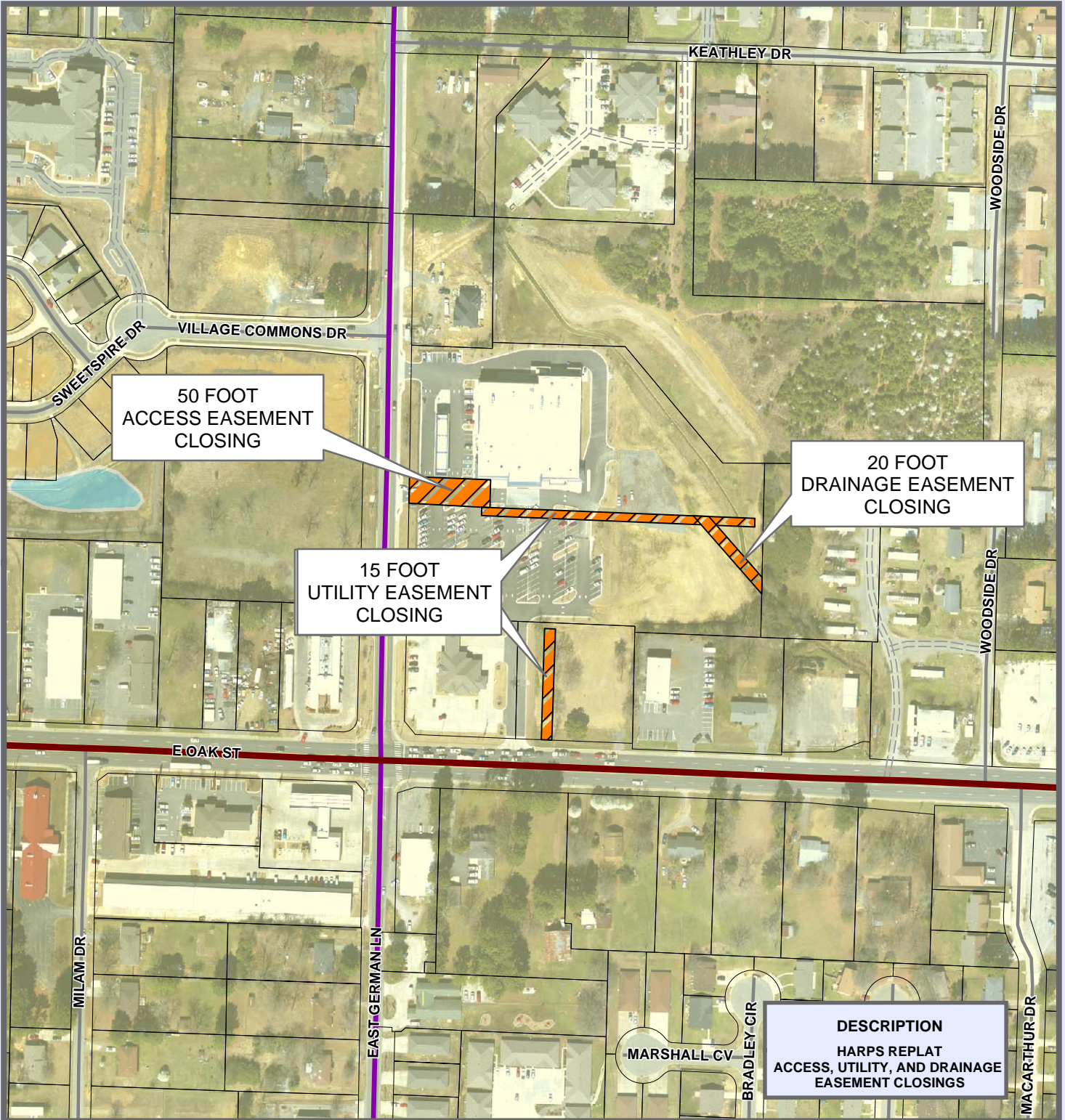
**PETITIONER:**

**HARP'S FOOD STORES, INC.,**  
an Arkansas corporation


By:   
\_\_\_\_\_  
J. Max Van Hoose, Vice President of Store Planning

# CITY OF CONWAY

## HARPS REPLAT -- EASEMENT CLOSINGS



**DESCRIPTION**  
**HARPS REPLAT**  
**ACCESS, UTILITY, AND DRAINAGE**  
**EASEMENT CLOSINGS**



Tab Townsall - Mayor  
 Andy Hawkins & David Grimes - Aldermen Ward 1  
 Mark Vaughn & Shalvey Maki - Aldermen Ward 2  
 Jim Shook & Mary Smith - Aldermen Ward 3  
 Theodore Jones, Jr. & Sheila Whitmore - Aldermen Ward 4  
 Michael Marquis - City Attorney  
 Michael Garrett - City Clerk



Bryan Patrick - Director  
 Wes Craiglow - Deputy Director  
 Christy Sutherland - Planner  
 Lisha Rhea - Planning Tech  
 Jason Lyon - GIS Coordinator



Kent Mathis - Chair  
 Craig Cloud - Vice-Chair

— INTERSTATE	— LOT LINE
— MAJOR ARTERIAL	— STREAMS
— MINOR ARTERIAL	— LAKES & PONDS
— COLLECTOR	— CITY LIMITS
— RESIDENTIAL	— PRIVATE ROAD
— INTERSTATE RAMP	— RAILROADS

<b>Residential</b>	<b>Industrial</b>
R-1	MF-1
R-2A	MF-2
R-2	MF-3
HR	RMH
SR	
<b>Commercial</b>	<b>Office</b>
C-1	O-1
C-2	O-2
C-3	O-3
C-4	
	<b>Special</b>
	SP
	S-1
	A-1
	PUB



1 in = 250 ft  
**OCTOBER 2011**

THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE, AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER. THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS OR ACCURACY OF ANY FEATURES ON THIS MAP. CITY OF CONWAY ASSUMES NO RESPONSIBILITY IN CONNECTION THEREWITH.

CONTACT INFORMATION  
 LANDMARK IMS WEBSITE:  
 gis.cityofconway.org (UNDER DEVELOPMENT)  
 E-MAIL: Jason.Lyon@CityOfConway.org



**City of Conway, Arkansas**  
**Resolution No. R-11- \_\_\_\_\_**

**A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSING OF A 12 FOOT UTILITY/DRAINAGE EASEMENT IDENTIFIED AS LOT W5 PRIVATE PEDESTRIAN WALKWAY LOCATED BETWEEN AND ON EXISTING LOTS 70 AND 71 IN THE VILLAGE AT HENDRIX AS FOUND IN PLAT OF RECORDS IN FAULKNER COUNTY PLAT BOOK L, PAGE 6.**

**WHEREAS**, a petition has been filed with the City Council of the City of Conway, Arkansas by The Village at Hendrix to abandon a 12 foot utility/drainage easement located between and on existing Lots 70 and 71 in The Village at Hendrix within the corporate limits of the City of Conway, Arkansas; and

**WHEREAS**, upon the filing of the petition with the City, the City shall set a date and time for a hearing before the City Council for consideration of the petition.

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

1. That the City Council shall hear said petition at its regular meeting to be held at the Russell L. "Jack" Roberts District Court Building, 810 Parkway Street, Conway, Arkansas, on the \_\_\_\_\_ at 6:30 p.m.
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the manner prescribed by law.

**PASSED** this 11<sup>th</sup> day of October, 2011.

**Approved:**

**Attest:**

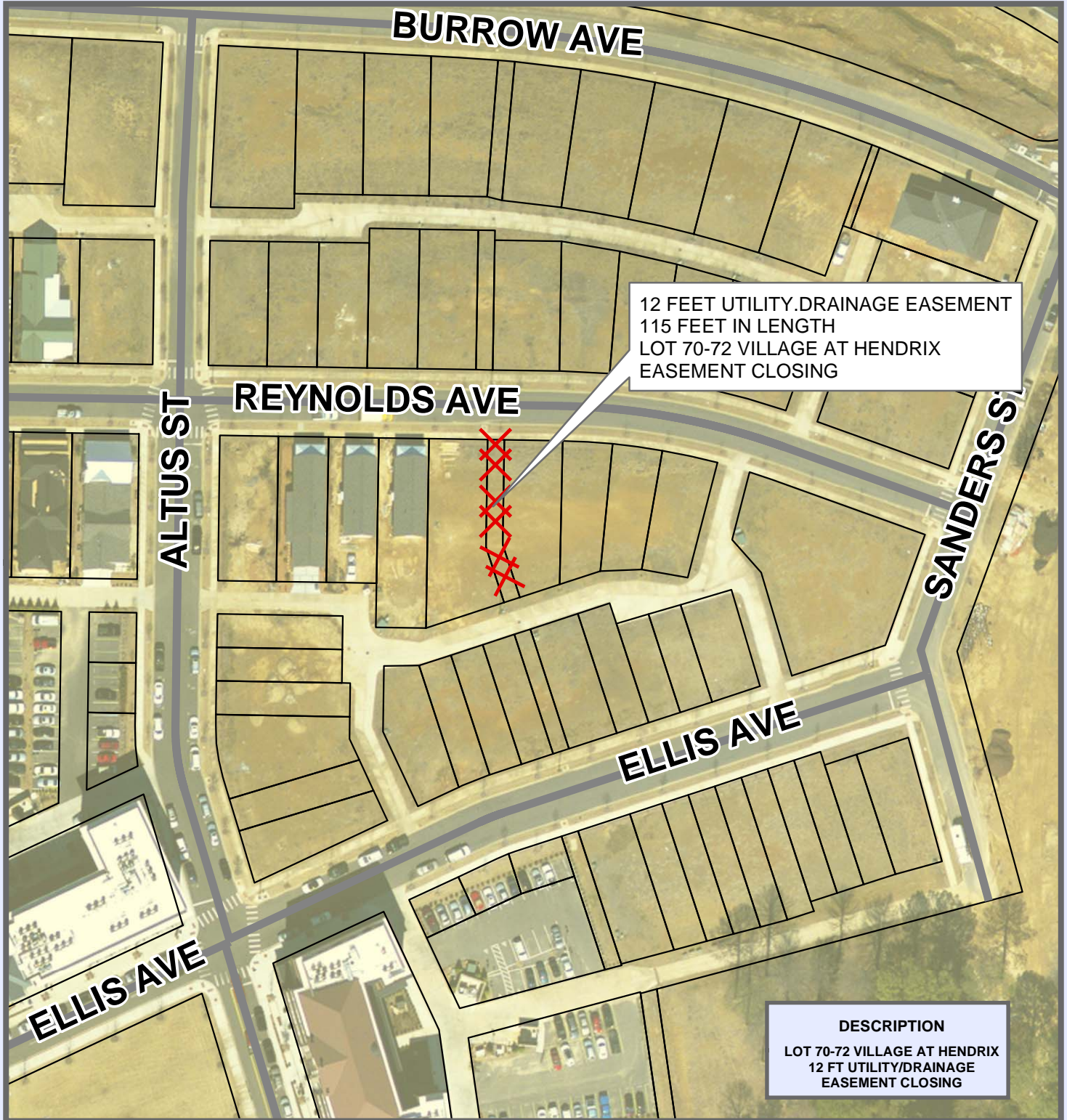
\_\_\_\_\_  
**Mayor Tab Townsell**

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




# CITY OF CONWAY


## LOT 70-72 VILLAGE AT HENDRIX -- EASEMENT CLOSING



**DESCRIPTION**  
**LOT 70-72 VILLAGE AT HENDRIX**  
**12 FT UTILITY/DRAINAGE**  
**EASEMENT CLOSING**



Andy Hawkins & David Grimes - Aldermen Ward 1  
 Mark Vaughn & Shalley Mott - Aldermen Ward 2  
 Jim Shook & Mary Smith - Aldermen Ward 3  
 Theodore Jones, Jr. & Sheila Whitmore - Aldermen Ward 4  
 Michael Murphy - City Attorney  
 Michael Garrett - City Clerk




Bryan Patrick - Director  
 Wes Craiglow - Deputy Director  
 Cindy Sutherland - Planner  
 Lisha Rhea - Planning Tech  
 Jason Lyon - GIS Coordinator



**CONWAY PLANNING COMMISSION**  
 Kent Mathis - Chair  
 Craig Cloud - Vice-Chair

— INTERSTATE	— LOT LINE
— MAJOR ARTERIAL	— STREAMS
— MINOR ARTERIAL	— LAKES & PONDS
— COLLECTOR	— CITY LIMITS
— RESIDENTIAL	
— PRIVATE ROAD	
— INTERSTATE RAMP	
— RAILROADS	

<b>Residential</b>	<b>Industrial</b>
R-1	MF-1
R-2A	MF-2
R-2	MF-3
HR	RMH
SR	
<b>Commercial</b>	<b>Office</b>
C-1	O-1
C-2	O-2
C-3	O-3
C-4	
	<b>Special</b>
	SP
	S-1
	A-1
	PUD



1 in = 100 ft  
**OCTOBER 2011**

THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE, AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER. THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS OR ACCURACY OF ANY FEATURES ON THIS MAP. CITY OF CONWAY ASSUMES NO RESPONSIBILITY IN CONNECTION THEREWITH.

CONTACT INFORMATION  
 LANDMARK IMS WEBSITE:  
 gs.cityofconway.org (UNDER DEVELOPMENT)  
 E-MAIL: Jason.Lyon@CityOfConway.org





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



## Memo:

**To:** Mayor Tab Townsell  
**CC:** City Council Members  
Barbara McElroy, Code Enforcement

**From:** Felicia Rogers  
**Date:** October 5, 2011  
**Re:** Certified Liens – Code Enforcement

---

The following resolutions are included for a request to the Faulkner County Tax collector to place a certified lien against real property as a result of incurred expenses by the City.

The properties & amount (plus a ten percent collection penalty) are as follows:

- |                            |          |
|----------------------------|----------|
| 1. 1819/1821 Robins Street | \$135.34 |
| 2. 3985 Rupert Drive       | \$135.34 |
| 3. 324 Willow Street       | \$681.99 |

Please advise if you have any questions.



**City of Conway, Arkansas  
Resolution No. R-11- \_\_\_\_**

**A RESOLUTION REQUESTING THE FAULKNER COUNTY TAX COLLECTOR PLACE A CERTIFIED LIEN AGAINST REAL PROPERTY AS A RESULT OF INCURRED EXPENSES BY THE CITY OF CONWAY; AND FOR OTHER PURPOSES.**

**WHEREAS**, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on 1819/1821 Robins Street within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

**WHEREAS**, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$135.34 (plus a ten percent collection penalty & filing fees, to be thereafter certified to the Faulkner County Tax Collector; and

**WHEREAS**, a hearing for the purpose of determine such lien has been set for **October 11<sup>th</sup>, 2011** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

**SECTION 1:** That after said public hearing the amount listed above is hereby certified and is to be forwarded to the Faulkner County Tax Collector and Assessor by the City of Conway.

**SECTION 2:** That this Resolution shall be in full force and effect from and after its passage and approval.

**ADOPTED** this 11th day of October, 2011.

**Approved:**

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

**Attest:**

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

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



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

## MEMO:

To: Mayor Tab Townsell  
CC: City Council Members

From: Barbara McElroy  
Date: September 28<sup>th</sup>, 2011

Re: 1819/1821 Robins Street

---

- August 9th, 2011 – Warning Violation written by Grant Tomlin regarding grass at back of property.
- Property Owner is listed as Deutsche Bank Trust Company.
- Property was rechecked on 8/17, and no progress had been made.
- Certified and regular letters were not mailed as this was the second offence.
- Mason & Company showed to manage the property and a phone call was made to Mary Jones (office Manager) which also emailed the Bank letting them know that it needed to be mowed by 8/26/2011.
- Property was checked on 8/27/2011 with no progress.
- Property cleanup was sent over to Physical Plant for clean up on 8-29-2011.
- Final Cleanup finished on 9/2/2011.
- Invoice for clean up and copy of final bill was sent to the property owners at address on file; included amount due, date and time of the City Council meeting.
- Invoice attach

If you have any questions please advise.

**Conway Code Enforcement  
Incident Report**

**Date of Violation:** August 9, 2011

**Violator Name:** Deutsche Bank Trust Co.

**Address of Violation:** 1819/1821 Robins

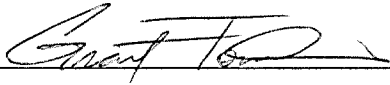
**Violation Type:** Tall grass

**Warning #:** CE3615

**Description of Violation and Actions Taken:**

On 8-9-11, I noticed that 1819/1821 Robins was in violation of the Conway Nuisance Abatement Code, section 3.2.4, for tall grass. The property has a very large back yard and approximately one-half of the back yard was not being mowed. The rest of the property was being maintained and was up to city code. A warning was issued to the registered property owner through Arkansas County Data. The property was rechecked on 8-17-11 and again on 8-29-11, with no progress being shown. The property was scheduled for cleanup at this time. The property was mowed on 9-1-11, with pictures taken both before and after the mowing was completed. Pictures are on file for review.

**Code Enforcement Officer:** Grant Tomlin # 407

**Officer Signature:**  \_\_\_\_\_

**Date:** 9-27-11

**Time:** 1426

# INVOICE

## City of Conway Code Enforcement

DATE: SEPTEMBER 6, 2011

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

TO Deutsche Bank Trust Company  
GMAC Corp  
500 Enterprise Road Ste. 150  
Horsham, PA 19044

Description: Mowing/Clean up/Admin Fees  
associated with the nuisance abatement at  
1819/1821 Robins

CODE ENFORCEMENT OFFICER	JOB	PAYMENT TERMS	DUE DATE
Grant Tomlin	1819/1821 Robins	Due upon receipt	October 6th, 2011

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Mowing	16.73	16.73
1	Mowing	17.99	17.99
1	Mowing	13.21	13.21
1	Maintenance Fee	15.00	15.00
1	Administrative Fee (Barbara McElroy)	24.15	24.15
1	Administrative fee (Grant Tomlin)	19.10	19.10
1	Administrative Fee (Glenn Berry)	21.70	21.70
2	Certified Letter	3.29	6.58
2	Regular letter	.44	.88
SUBTOTAL			\$135.34
SALES TAX			
TOTAL			\$135.34

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

**Payments are due 30 days from date of this letter**



**City of Conway, Arkansas  
Resolution No. R-11- \_\_\_\_**

**A RESOLUTION REQUESTING THE FAULKNER COUNTY TAX COLLECTOR PLACE A CERTIFIED LIEN AGAINST REAL PROPERTY AS A RESULT OF INCURRED EXPENSES BY THE CITY OF CONWAY; AND FOR OTHER PURPOSES.**

**WHEREAS**, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on **3985 Rupert Drive** within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

**WHEREAS**, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount **\$135.34** (plus a ten percent collection penalty & filing fees, to be thereafter certified to the Faulkner County Tax Collector; and

**WHEREAS**, a hearing for the purpose of determine such lien has been set for **October 11<sup>th</sup>, 2011** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

**SECTION 1:** That after said public hearing the amount listed above is hereby certified and is to be forwarded to the Faulkner County Tax Collector and Assessor by the City of Conway.

**SECTION 2:** That this Resolution shall be in full force and effect from and after its passage and approval.

**ADOPTED** this 11th day of October, 2011.

**Approved:**

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

**Attest:**

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

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



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

## MEMO:

To: Mayor Tab Townsell  
CC: City Council Members

From: Barbara McElroy  
Date: September 28<sup>th</sup>, 2011

Re: 3985 Rupert Drive

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- August 4th, 2011 – Warning Violation written by Grant Tomlin regarding grass, rubbish and trash.
- Property Owner is listed as Jose Joseph.
- Property was rechecked on 8/12, 8/16 and no progress had been made.
- Certified and regular letters were sent to address on file on 8/16/2011.
- Property was rechecked on 8/25/2011 with no progress
- Property cleanup was sent over to Physical Plant for clean up on 8-29-2011.
- Final Cleanup finished on 9/2/2011.
- Invoice for clean up and copy of final bill was sent to the property owners at address on file; included amount due, date and time of the City Council meeting.
- Invoice attach

If you have any questions please advise.

# INVOICE

## City of Conway Code Enforcement

DATE: SEPTEMBER 6, 2011

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

TO Jose Joseph  
64 Eagle Crest Drive  
Conway, AR 72032

Description: Mowing/Clean up/Admin Fees  
associated with the nuisance abatement at  
3985 Rupert Drive

CODE ENFORCEMENT OFFICER	JOB	PAYMENT TERMS	DUE DATE
Grant Tomlin	3985 Rupert Drive	Due upon receipt	April 30 <sup>th</sup> , 2011

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Mowing	17.99	17.99
1	Mowing	16.73	16.73
1	Mowing	13.21	13.21
1	Maintenance Fee	15.00	15.00
1	Administrative Fee (Barbara McElroy)	24.15	24.15
1	Administrative fee (Grant Tomlin)	19.10	19.10
1	Administrative Fee (Glenn Berry)	21.70	21.70
2	Certified Letter	3.29	6.58
2	Regular letter	.44	.88
SUBTOTAL			\$135.34
SALES TAX			
TOTAL			\$135.34

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

**Payments are due 30 days from date of this letter**



**Conway Code Enforcement  
Incident Report**

**Date of Violation:** August 4, 2011

**Violator Name:** Jose Joseph

**Address of Violation:** 3985 Rupert

**Violation Type:** Tall grass, rubbish/trash

**Warning #:** CE3604

**Description of Violation and Actions Taken:**

On 8-4-11, I received a complaint regarding several residences on Rupert Drive, including 3985 Rupert. Upon arrival, I found that 3985 Rupert was in violation of the Conway Nuisance Abatement Code, sections 3.2.4 and 3.5.1, for tall grass and rubbish/trash. I issued a written warning to the listed property owner found in Arkansas County Data, as the residence was vacant. The property was rechecked on 8-12-11 with no progress shown. A certified letter was sent to the owner on 8-16-11 and was signed for on 8-17-11. The property was rechecked on 8-25-11 and again on 8-29-11 with no progress shown. The property was scheduled for cleanup at this time. The property was cleaned on 9-2-11 with pictures taken both before and after the cleanup was completed. Pictures are on file for review.

**Code Enforcement Officer:** Grant Tomlin # 407

**Officer Signature:**  \_\_\_\_\_

**Date:** 9-27-11

**Time:** 1412



**City of Conway, Arkansas**  
**Resolution No. R-11- \_\_\_\_\_**

**A RESOLUTION REQUESTING THE FAULKNER COUNTY TAX COLLECTOR PLACE A CERTIFIED LIEN AGAINST REAL PROPERTY AS A RESULT OF INCURRED EXPENSES BY THE CITY OF CONWAY; AND FOR OTHER PURPOSES.**

**WHEREAS**, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on **324 Willow Street** within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

**WHEREAS**, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount **\$681.99** (plus a ten percent collection penalty & filing fees, to be thereafter certified to the Faulkner County Tax Collector; and

**WHEREAS**, a hearing for the purpose of determine such lien has been set for **October 11<sup>th</sup>, 2011** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

**SECTION 1:** That after said public hearing the amount listed above is hereby certified and is to be forwarded to the Faulkner County Tax Collector and Assessor by the City of Conway.

**SECTION 2:** That this Resolution shall be in full force and effect from and after its passage and approval.

**ADOPTED** this 11<sup>th</sup> day of October, 2011.

**Approved:**

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

**Attest:**

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

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



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

## MEMO:

To: Mayor Tab Townsell  
CC: City Council Members

From: Barbara McElroy  
Date: September 28<sup>th</sup>, 2011

Re: 324 Willow Street

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- July 21st, 2011 – Warning Violation written by Ottie Cowgill regarding grass, rubbish, trash, appliance/furniture on entire property.
- Property Owners are listed as Arvle & Clare Quattlebaum.
- Property was rechecked on 8/2/2011 by Ottie Cowgill and no progress had been made.
- Left message on phone number on file on 8/4/2011.
- Property was then rechecked on 8/12/2011 with no progress.
- Property was rechecked on 8/30/2011 and the grass had been mowed but other violations had not.
- Certified and regular letters were sent to address on file and notice was left 8/17/2011
- Property was rechecked on 8/25/2011 with no progress
- Property cleanup was sent over to Physical Plant for clean up on 8-26-2011.
- Final Cleanup finished on 9/2/2011.
- Invoice for clean up and copy of final bill was sent to the property owners at address on file; included amount due, date and time of the City Council meeting.
- Invoice attach

If you have any questions please advise.

# INVOICE

**City of Conway**  
**Code Enforcement**

DATE: SEPTEMBER 6, 2011

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

TO Arvle & Clare Quattlebaum  
39 Shady Lane  
Conway, AR 72034

Description: Mowing/Clean up/Admin Fees  
associated with the nuisance abatement at  
324 Willow

CODE ENFORCEMENT OFFICER	JOB	PAYMENT TERMS	DUE DATE
Ottie Cowgill	324 Willow	Due upon receipt	October 6th, 2011

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
7	Cleanup /Mowing	13.21	92.47
5	Cleanup/Mowing	16.73	83.65
5	Cleanup/Mowing	17.99	89.95
2	Cleanup/Mowing	22.37	44.74
2	Cleanup/Mowing	22.37	44.74
2	Maintenance Fee	15.00	30.00
4	Tractor (bucket & bush hog)	15.00	60.00
1	Administrative Fee (Barbara McElroy)	24.15	24.15
2	Administrative fee (Ottie Cowgill)	18.96	36.60
1	Administrative Fee (Glenn Berry)	21.70	21.70
2	Certified letter	3.29	6.58
2	Regular letter	.44	.88
3	Sanitation Bill (invoice #360865)	113.92	113.92
	(invoice #360866)	20.30	20.30
	(invoice #360905)	12.31	12.31
		<b>SUBTOTAL</b>	<b>\$681.99</b>
		<b>SALES TAX</b>	
		<b>TOTAL</b>	<b>\$681.99</b>

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

**Payments are due 30 days from date of this letter**

Conway Code Enforcement  
Incident Report

Date of Violation: July 21, 2011

Violator Name: Arvle & Claire Quattlebaum

Address of Violation: 324 Willow

Violation Type: Grass, rubbish/trash, appliance/furniture

Warning #: 3455

Description of Violation and Actions Taken: On July 21, 2011 a warning was issued for the listed violations. I made contact with the renter and he said that Mr. Quattlebaum told him to clean out the house from the previous renters and he would give him a break on the rent. The renter was told to put all the trash from the house on the back porch and Mr. Quattlebaum would come by and dispose of it. Mr. Quattlebaum never came by to remove the junk from the back porch. A recheck was performed on August 02 and no progress was noted. On August 4 a phone message was left for Mr. Quattlebaum to correct the violations. On August 12 the property was checked and nothing had been done. On Aug. 30 the grass was mowed by the renter but the back porch was still a mess. Certified and regular letters were sent on 8-16-2011 and notice was left on 8-17-2011. The property was checked again on August 25 and August 30 and nothing had been done. Property was scheduled for clean up. On September 1, 2011 I met the physical plant at the residence to discuss what needed to be done. Some items had been removed by this time but the property was still a mess and a health hazard. Due to Mr. Quattlebaums lack of cooperation over the last 6 weeks I told the physical plant to clean up the property. Mr. Quattlebaum has been warned in the past about the condition of his property and is aware of the ordinances pertaining to the cleanliness of property. Pictures were taken and are available upon request.

Code Enforcement Officer: Offie Cowgill

Officer Signature: Offie Cowgill

Date: 9-29-11

Time: 0854

**CITY OF CONWAY AND BOYS AND GIRLS CLUB OF FAULKNER COUNTY  
2011 GRANT CONTRACT AGREEMENT**

**THIS AGREEMENT** made and entered into on this 12th day of October, 2011, 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 Boys and Girls Club House (hereinafter referred to as the “Subrecipient”).

**WITNESSETH**

**WHEREAS**, the City of Conway has received a Community Development Block Grant from the United States 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 receive **\$250,000.00** to perform all the necessary services provided under this Contract in accordance with and respecting the following project:

**New construction of a facility including all costs related to pre-construction, materials cost and construction costs.**

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 A, and incorporated herein by reference.

2. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2011 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 CFR 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.

**CITY OF CONWAY AND BETHLEHEM HOUSE OF FAULKNER COUNTY  
2011 GRANT CONTRACT AGREEMENT**

**THIS AGREEMENT** made and entered into on this 12th day of October, 2011, 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 (hereinafter referred to as the “Subrecipient”).

**WITNESSETH**

**WHEREAS**, the City of Conway has received a Community Development Block Grant from the United States 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:

3. **Scope of Service:** The Subrecipient shall receive **\$50,000.00** to perform all the necessary services provided under this Contract in accordance with and respecting the following project:

**Bethlehem House is constructing a new homeless shelter.**

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 A, and incorporated herein by reference.

4. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2011 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.

5. **Compensation:** The Subrecipient shall be paid a total consideration of **\$50,000.00** 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 an Appendix A, 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.

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

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 CRF 570.502 and 24 CRF 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 CRF 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.

7. **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 A.

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

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

10. **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. 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 an 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 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 maintain all receipts and documentation. Any bank account with CDBG funds is subject to outside audits.

11. **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 they fall 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.

**12. 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, martial 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 the requirements of subparagraph (1).

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

Subrecipient will comply with the “Count of Conway Community Development Block Grant Program Plan for Minimizing the Displacement of Persons As a Result of Community Development Block Grant Funded Activities” and the “City of Conway Community Development Block Grant Program Residential Antidisplacement and Relocation Assistance Plan.” Subrecipient will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104 (d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix A, 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**

**Bethlehem House**

\_\_\_\_\_  
Mayor Date  
City of Conway

\_\_\_\_\_  
Judi Lively Date  
Executive Director



**APPENDIX A**

**A. DESCRIPTION OF PROJECT**

This project provides shelter for homeless persons within the City of Conway. Specifically, this CDBG grant will be used for construction costs associated with a new homeless facility.

**B. GOALS, OBJECTIVES AND TASKS**

1. Goal: Provide decent housing and a suitable living environment for people that are low and very low income homeowners in the City of Conway.
2. Objective: To revitalize low-moderate income neighborhoods by rehabilitating homes in the area.

**C. BUDGET**

CDBG grant income	\$50,000
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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 **\$50,000.00**
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 **\$50,000.00**
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.

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 Implementer 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 15th, July 15th, October 15th and January 15th.**

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: Judi Lively, Executive Director**  
**Bethlehem House**



**City of Conway, Arkansas**  
**Ordinance No. O-11- \_\_\_\_\_**

**AN ORDINANCE ACCEPTING & APPROPRIATING GRANT FUNDS FOR THE CONWAY TREE BOARD TO PAY FOR EXPENSES ASSOCIATED WITH THE 2011 ARBOR DAY CELEBRATION; AND FOR OTHER PURPOSES;**

**WHEREAS**, funding for the 2011 Arbor Day celebration was funded with a donation of \$5,000 by Conway Corporation; and

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

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

**SECTION 1:** The City of Conway shall accept grant funds in the amount of \$5,000 and appropriate said funds from the Donations Account (260-000-4705) to the Tree Board Account (260-000-5430).

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

**PASSED** this 11<sup>th</sup> day of October 2011.

**Approved:**

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

**Attest:**

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



**City of Conway, Arkansas**  
**Ordinance No. O-11- \_\_\_\_\_**

**AN ORDINANCE PURSUANT TO ARK. CODE ANN. § 14-54-104(2) CLOSING A PORTION OF THE STREET RIGHT-OF-WAYS KNOWN AS COLLEGE AVENUE BETWEEN A POINT 150 FEET WEST OF THE RAILROAD AND HARKRIDER STREET; A PORTION OF FRONT STREET BETWEEN ELM STREET AND COLLEGE AVENUE; A PORTION OF CHESTNUT STREET BETWEEN COLLEGE AVENUE AND HARKRIDER; AND A PORTION OF ELM STREET BETWEEN FRONT STREET AND THE RAILROAD ALL SITUATED IN THE CITY OF CONWAY, FAULKNER COUNTY, ARKANSAS, AND FOR OTHER PURPOSES;**

**WHEREAS**, an agreement was entered into with St. Joseph Catholic Parish to relocate a portion of College Avenue between Locust Street and Harkrider Street to the follow a potion of the current Elm Street Right of Way. St Joseph Catholic Parish agreed to donate the additional Street Right of Way in exchange for the closing of the portions of College Avenue, Front Street and Chestnut Street as described below. The relocated College Avenue construction is nearing completion.

**WHEREAS**, pursuant to Ark. Code Ann. § 14-54-104(2), after due notice as required by law, the council has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question and has ascertained that the street right-of-way or the portion thereof, hereinbefore described, has heretofore been dedicated to the public use as a street right-of-way herein described; is no longer required as public street right of way due to the street relocation; that closing a portion of said streets would not work a hardship on the public; that no abutting landowners are being deprived access to and egress from their property due to the closing or relocation; and that public interest and welfare will not be adversely affected by the abandonment of the street right-of-way.

**WHEREAS**, as described in Section 2 below, the full street right of way area abandoned is reserved as a "Utility and Drainage Easement" to allow for maintenance, operation and replacement of the existing utility and drainage infrastructure within these street right of ways.

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

**Section 1.** The City of Conway, Arkansas **pursuant to Ark. Code Ann. § 14-54-104(2)**, releases, vacates, and abandons its rights to use said lands for Public Street Purposes, together with the rights of the public, subject to the provisions of the reservations in Section 2 below, generally, in and to the right-of-way designated as follows:

**Parcel No 1 – College Avenue West of Railroad**

A portion of College Avenue lying west of the Union Pacific Railroad between Lot 4 Block 24 Robinson's Plan and Lot 2 Block 9 Daviess & Garvins Annex being situated in the City of Conway, Faulkner County, Arkansas more particularly described as follows:



Beginning at the Northeast Corner of said Lot 2, Block 9, Daviess & Garvins Annex thence southwesterly along the northerly line of said Lot 2, 150 feet; thence N35° 06'07"E, 107.69 feet to a Point on the southerly line of said Lot 4 (said Point being 110.26 feet from the northeasterly corner of said Lot 4); thence northeasterly along said southerly line of said Lot 4, 110.26 feet to the southeasterly corner of said Lot 4 and the westerly Right of Way Line (100' Right of Way Width) of the Union Pacific Railroad; thence southeasterly along said westerly Union Pacific Right of Way Line 60 feet; thence southwesterly 50 feet to the Point of Beginning and containing 0.214 acres more or less.

**Parcel No 2 – College Avenue East of Railroad**

That portion of College Avenue lying east of the Union Pacific Railroad bounded on the north by Lots 1 and Lot 4 Block 16 Robinson's Plan and on the south by Lot 1, Block 17 Robinson's Plan being situated in the City of Conway, Faulkner County, Arkansas more particularly described as follows:

Beginning at the Northeasterly Corner of said Lot 1 Block 17 thence southwesterly along the northerly line of said Lot 1 Block 17, 450 feet to the easterly right of way line of the Union Pacific Railroad ((100' Right of Way Width); thence northwesterly 60 feet to the Southwesterly Corner of said Lot 4 Block 16; thence Northeasterly 450 feet along the southerly line of Lot 4 Block 16 and Lot 1 Block 16 to the southeasterly corner of said Lot 1 Block 16; thence Southeasterly 60 feet to the Point of Beginning and containing 0.620 acres more or less.

**Parcel No 3 – Front Street (Conway Street) between College Avenue and Elm Street**

A portion of Front Street (Conway Street) bounded on the west by Lot 2, 3, & 4 of Block 16 and bounded on the east by Lot 1 Block 16 Robinson's Plan being situated in the City of Conway, Faulkner County, Arkansas more particularly described as follows:

Beginning at a Point of the west line of said Lot 1 4 feet southeasterly of the Northwest Corner of said Lot 1; thence southeasterly 296 feet along the west line of said Lot 1, 296 feet to the southwest corner of said Lot 1; thence southwesterly 50 feet to the southeast corner of said Lot 4; thence Northwesterly along the east line of said Lots 4, 3 & 2, 296 feet to a Point on the east line of said Lot 2 (said Point being 4 feet southeasterly of the Northeast Corner of said Lot 2); thence northeasterly 50 feet to the Point of Beginning and containing 0.340 acres more or less.

**Parcel No 4 – Portion of the North side of Elm Street between the Union Pacific Railroad and Front Street.**

A portion of Elm Street adjacent to the south line of Lot 6 Block 15 Robinson's Plan being situated in the City of Conway, Faulkner County, Arkansas more particularly described as follows:

Beginning at the southeast corner of said Lot 6 thence southwesterly along the south line of said Lot 6 S69° 17'17"W, 175.00 feet to the southwesterly corner of said Lot 6; thence along the easterly right of way line of the Union Pacific Railroad (100' Right of Way) S21° 20'19"E, 25.30 feet; thence along a curve to the right having a radius of 112.50 feet and a chord bearing N48° 03'23"E, 34.07 feet; thence along a curve to the right having a radius of 355.50 feet and a chord bearing N63° 01'37"E, 77.54 feet; thence N20° 42'43"W, 4.50 to the Point of Beginning and Containing 0.033 acres more or less.

**Parcel No 5 – College Avenue – Chestnut Street Intersection**

A portion of College Avenue and Chestnut Street right of way situated in the City of Conway, Faulkner County, Arkansas more particularly described as follows:

Beginning at the Northeast Corner of Lot 1 Block 17 Robinson's Plan thence S21° 20'16"E along the easterly line of said Lot 1, 117.73 feet; thence N01° 46'44"E, 192.81 feet to a point of the southerly line of Lot 3 Block 9 Robinson's Plan ( said Point being 15.7 feet easterly of the southwesterly corner of said Lot 3); thence S68° 58'25"W along said southerly line of said Lot 3 to the southwesterly corner of said Lot 3; thence continuing S68° 58'25"W, 60 feet to the southeasterly corner of Lot 1 Block 16 Robinson's Plan, thence S21° 20'16"E, 60 feet to the Point of Beginning and containing 0.154 acres more or less.

**Section 2.** The entire area of the street right of ways closed by this ordinance shall be retained as a Utility and Drainage Easement for the purpose of managing, maintaining, operating, replacing and construction additional utilities lines and storm drainage facilities within said easement.

**Section 3.** A copy of the ordinance duly certified by the city clerk shall be filed in the office of the recorder of the county and recorded in the deed records of the county.

**Section 4.** This ordinance shall take effect and be in force upon completion and placing in operation the new College Avenue Railroad Crossing and Closure of the Existing College Avenue Railroad Crossing or no later than December 31, 2011.

Passed this 11<sup>th</sup> day of October, 2011.

**Approved:**

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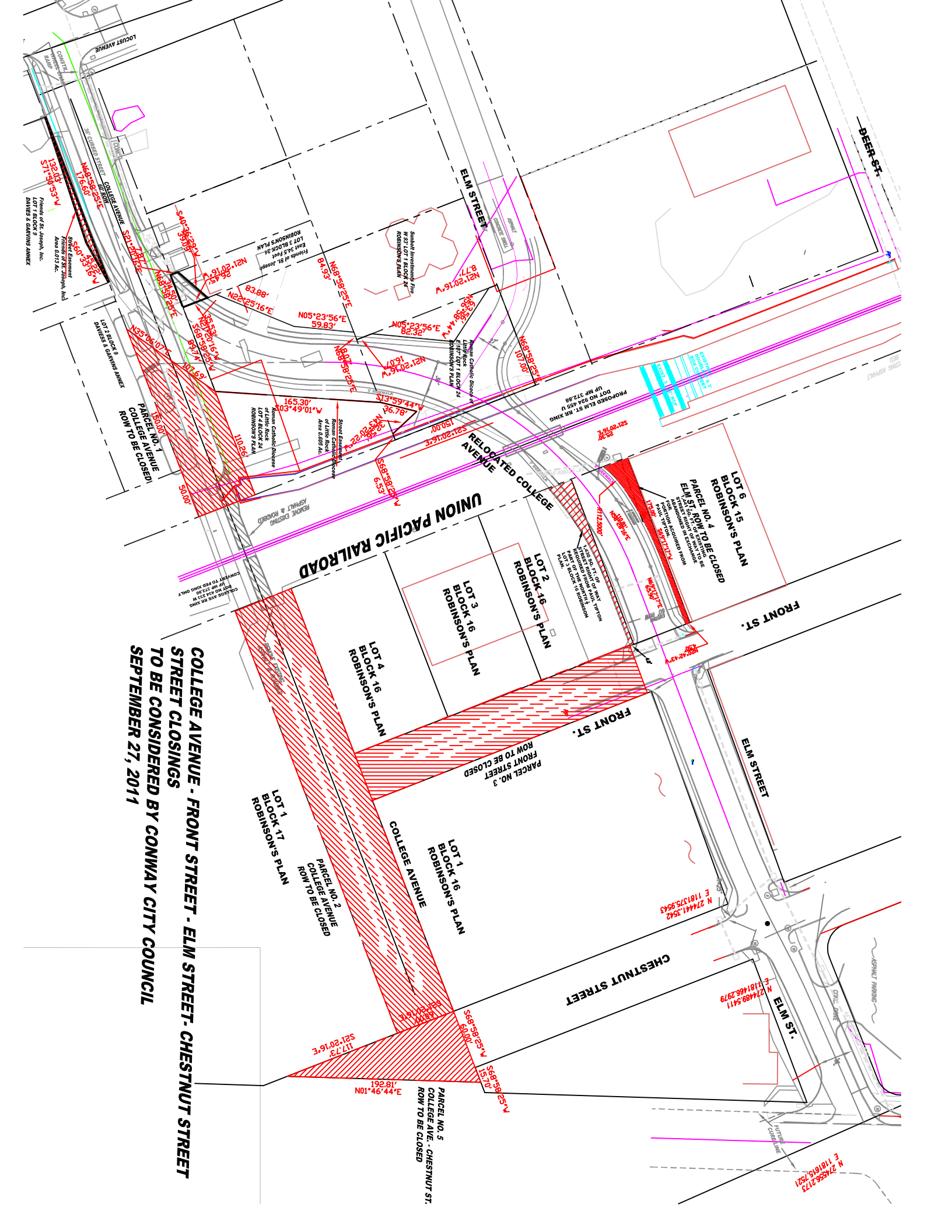
**Mayor Tab Townsell**

**Attest:**

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

**COLLEGE AVENUE - FRONT STREET - ELM STREET - CHESTNUT STREET  
STREET CLOSINGS  
TO BE CONSIDERED BY CONWAY CITY COUNCIL  
SEPTEMBER 27, 2011**



**LOT 6  
BLOCK 15  
ROBINSON'S PLAN  
PARCEL NO. 4  
ELM ST. ROW TO BE CLOSED**

**LOT 2  
BLOCK 16  
ROBINSON'S PLAN**

**LOT 3  
BLOCK 16  
ROBINSON'S PLAN**

**LOT 4  
BLOCK 16  
ROBINSON'S PLAN**

**LOT 1, 17  
BLOCK 16  
ROBINSON'S PLAN  
PARCEL NO. 2  
COLLEGE AVENUE  
ROW TO BE CLOSED**

**LOT 1  
BLOCK 16  
ROBINSON'S PLAN**

**PARCEL NO. 5  
COLLEGE AVE. - CHESTNUT ST.  
ROW TO BE CLOSED**

LOCUST AVENUE  
ST. CURVED STREET  
COLLEGE AVENUE  
CONCRETE DRIVEWAY  
W/ 50' LOT 1 BLOCK 24  
ROBINSON'S PLAN  
132.12' X  
S71°15'53" W  
Friends of St. Joseph, Inc.  
LOT 1 BLOCK 24  
DANIELS & CARWINE, INC.

LOT 2 BLOCK 8 & 9  
PARALLEL AVENUE  
PARCEL NO. 1  
ROW TO BE CLOSED

RELOCATED COLLEGE AVENUE  
PROPOSED ELM ST. RR KING  
DOT NO. 92,465 U  
UP MP 372.88

REAR OF EXISTING  
SPRINKLER & ROOFED

REAR OF EXISTING  
SPRINKLER & ROOFED

REAR OF EXISTING  
SPRINKLER & ROOFED

REAR OF EXISTING  
SPRINKLER & ROOFED

REAR OF EXISTING  
SPRINKLER & ROOFED

ST. CURVED STREET  
COLLEGE AVENUE  
CONCRETE DRIVEWAY  
W/ 50' LOT 1 BLOCK 24  
ROBINSON'S PLAN  
132.12' X  
S71°15'53" W  
Friends of St. Joseph, Inc.  
LOT 1 BLOCK 24  
DANIELS & CARWINE, INC.

ST. CURVED STREET  
COLLEGE AVENUE  
CONCRETE DRIVEWAY  
W/ 50' LOT 1 BLOCK 24  
ROBINSON'S PLAN  
132.12' X  
S71°15'53" W  
Friends of St. Joseph, Inc.  
LOT 1 BLOCK 24  
DANIELS & CARWINE, INC.

ST. CURVED STREET  
COLLEGE AVENUE  
CONCRETE DRIVEWAY  
W/ 50' LOT 1 BLOCK 24  
ROBINSON'S PLAN  
132.12' X  
S71°15'53" W  
Friends of St. Joseph, Inc.  
LOT 1 BLOCK 24  
DANIELS & CARWINE, INC.

ST. CURVED STREET  
COLLEGE AVENUE  
CONCRETE DRIVEWAY  
W/ 50' LOT 1 BLOCK 24  
ROBINSON'S PLAN  
132.12' X  
S71°15'53" W  
Friends of St. Joseph, Inc.  
LOT 1 BLOCK 24  
DANIELS & CARWINE, INC.

ST. CURVED STREET  
COLLEGE AVENUE  
CONCRETE DRIVEWAY  
W/ 50' LOT 1 BLOCK 24  
ROBINSON'S PLAN  
132.12' X  
S71°15'53" W  
Friends of St. Joseph, Inc.  
LOT 1 BLOCK 24  
DANIELS & CARWINE, INC.

ST. CURVED STREET  
COLLEGE AVENUE  
CONCRETE DRIVEWAY  
W/ 50' LOT 1 BLOCK 24  
ROBINSON'S PLAN  
132.12' X  
S71°15'53" W  
Friends of St. Joseph, Inc.  
LOT 1 BLOCK 24  
DANIELS & CARWINE, INC.

ST. CURVED STREET  
COLLEGE AVENUE  
CONCRETE DRIVEWAY  
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132.12' X  
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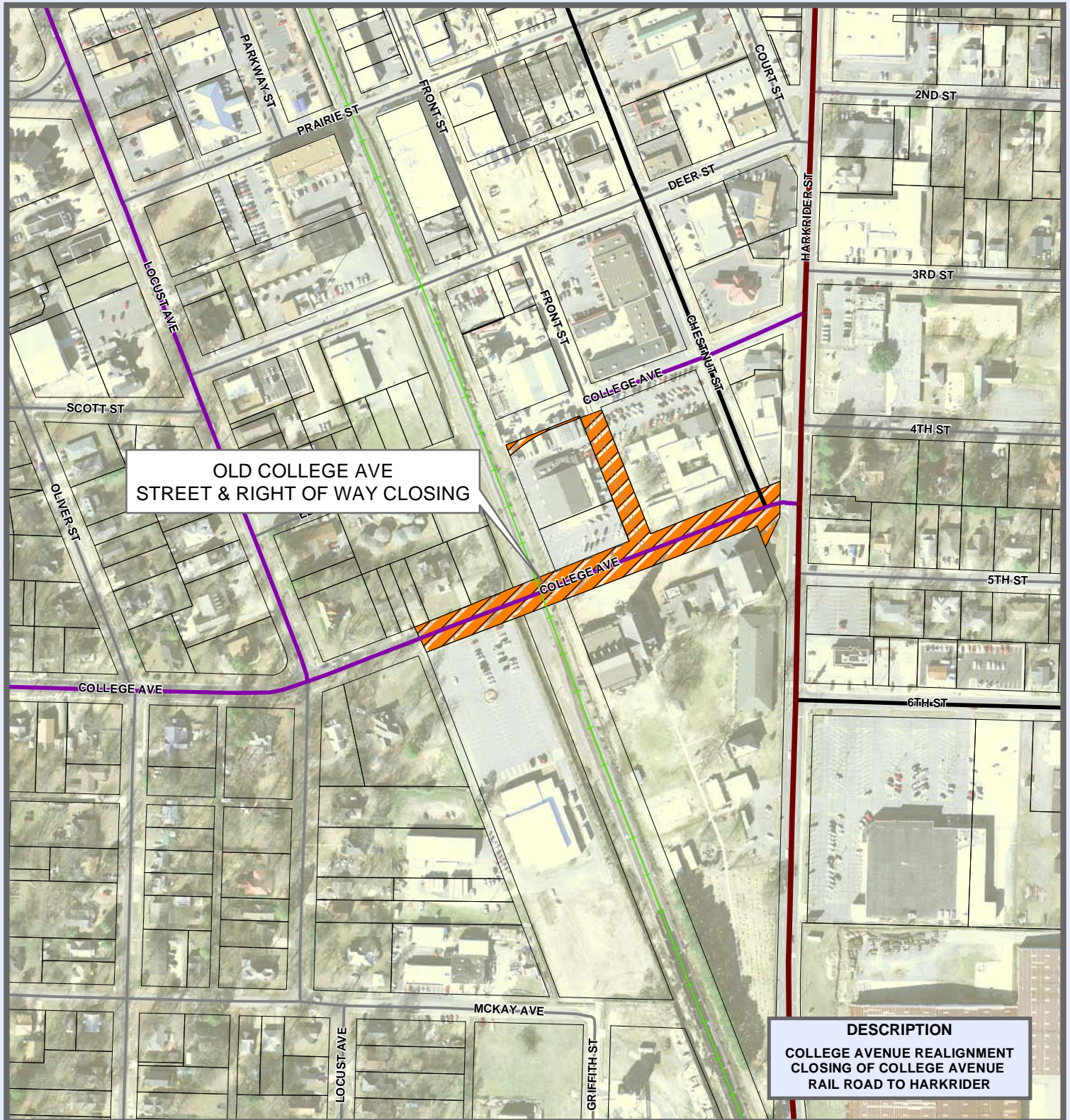
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# CITY OF CONWAY

## COLLEGE AVE REALIGNMENT -- STREET CLOSING



OLD COLLEGE AVE  
STREET & RIGHT OF WAY CLOSING

**DESCRIPTION**  
COLLEGE AVENUE REALIGNMENT  
CLOSING OF COLLEGE AVENUE  
RAIL ROAD TO HARKKRIDER

Tab Townsall - Mayor  
Andy Hawkins & David Grimes - Aldermen Ward 1  
Mark Vaughn & Shelly Maki - Aldermen Ward 2  
Jan Rhoads & Mary Smith - Aldermen Ward 3  
Theodore Jones, Jr. & Sheila Whitmore - Aldermen Ward 4  
Michael Murphy - City Attorney  
Michael Garrett - City Clerk

Bryan Patrick - Director  
Wes Craglow - Deputy Director  
Christy Sutherland - Planner  
Lilaha Rhee - Planning Tech  
Jason Lyon - GIS Coordinator

Kent Mathis - Chair  
Craig Cloud - Vice-Chair

<ul style="list-style-type: none"> <li>— INTERSTATE</li> <li>— MAJOR ARTERIAL</li> <li>— MINOR ARTERIAL</li> <li>— COLLECTOR</li> <li>— RESIDENTIAL</li> <li>— PRIVATE ROAD</li> <li>— INTERSTATE RAMP</li> <li>— RAILROADS</li> </ul>	<ul style="list-style-type: none"> <li>— LOT LINE</li> <li>— STREAMS</li> <li>— LAKES &amp; PONDS</li> <li>— CITY LIMITS</li> </ul>	<p><b>Residential</b></p> <ul style="list-style-type: none"> <li>R-1</li> <li>R-2A</li> <li>R-2</li> <li>HR</li> <li>SR</li> </ul>	<p><b>Industrial</b></p> <ul style="list-style-type: none"> <li>I-1</li> <li>MF-1</li> <li>MF-2</li> <li>MF-3</li> <li>RMH</li> </ul>	<p><b>Commercial</b></p> <ul style="list-style-type: none"> <li>C-1</li> <li>C-2</li> <li>C-3</li> <li>C-4</li> </ul>	<p><b>Office</b></p> <ul style="list-style-type: none"> <li>O-1</li> <li>O-2</li> <li>O-3</li> </ul>	<p><b>Special</b></p> <ul style="list-style-type: none"> <li>SP</li> <li>S-1</li> <li>A-1</li> <li>PLU</li> </ul>
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0 1530 60 90 Feet  
1 in = 300 ft  
SEPTEMBER 2011

THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE, AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER. THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS OR ACCURACY OF ANY FEATURES ON THIS MAP. CITY OF CONWAY ASSUMES NO RESPONSIBILITY IN CONNECTION THEREWITH.

CONTACT INFORMATION  
LAND MARK IMS WEBSITE:  
gis.cityofconway.org (LINKER DEVELOPMENT)  
E-MAIL - Jason.Lyon@CityofConway.org



**City of Conway, Arkansas  
Ordinance No. O-11-\_\_\_\_\_**

**AN ORDINANCE APPROPRIATING INSURANCE PROCEEDS RECEIVED IN 2011 FOR THE  
BATTALION CHIEF TRUCK REPAIRS FOR THE CONWAY FIRE DEPARTMENT; AND FOR OTHER  
PURPOSES**

**WHEREAS**, the City of Conway received insurance proceeds amounting to \$6,911 for damages to a 2011 Chevy Silverado used by a Battalion Chief, inflicted during an accident.;

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

**SECTION 1:** The City of Conway shall accept insurance proceeds received in 2011 in the amount of \$6,911 and appropriate such funds from the General Fund Insurance Proceeds Revenue account (001.119.4360) into the General Fund fire department vehicle maintenance account (001.131.5450).

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

**Passed** this 11<sup>th</sup> day of October, 2011.

**Approved:**

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

**Attest:**

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

**MEMORANDUM**

**TO:** City Council Members/Mayor Tab Townsell

**FROM:** Chief A.J. Gary

**DATE:** October 5, 2011

**SUBJECT:** Notification of Grant Application

On July 21, 2011, the Conway Police Department and the Faulkner County Sheriff's Office filed a joint application for the Edward Byrne Memorial Justice Assistance Grant Program/2011 Local Solicitation.

The application states that the funds awarded under this grant, in the sum of \$25,916 will be spent by purchasing equipment necessary to make security enhancements to the Conway Communication Center which is utilized by both agencies.

We have attached a copy of this application for your review.



ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION

**JUSTICE ASSISTANCE GRANT (JAG) PROGRAM**

**NARRATIVE**

The Conway Emergency Operation Center (CEOC) is a multi-agency use facility that is owned and managed by the City of Conway and the City of Conway Police Department. Agencies that receive dispatch and 911 communication services include: Conway Police, Fire, and Animal Welfare Departments; Faulkner County Sheriff's Office; Mayflower Police Department; Damascus Police Department; Guy Police Department; and Vilonia Police Department.

This facility serves the purpose of dispatching police, fire and medical services, as well as, serving as EOC for the City of Conway and for Faulkner County Arkansas. This facility is utilized as the command post during emergency events and therefore the security of the building is crucial.

The Faulkner County Sheriff's office and the Conway Police Department are requesting the full allocated amount, for both departments, be combined and awarded to the City of Conway Police Department in efforts to make the necessary security enhancements to the Communication Center which is utilized by both agencies. These enhancements include adding additional surveillance cameras and an upgrade to the electronic proximity locks. With the increase in cameras, the CEOC will increase its ability to effectively view the access points, parking lot and interior of the Communication Center and gain the ability to view other City of Conway infrastructure locations. The electronic proximity lock upgrades will allow for increased access control to the center which will allow various agency officials access to the facility during emergencies and will allow the capability of controlling entry.

**CONTINUATION PAPERWORK DUE JULY 11, 2011**

**These documents may be sent by e-mail or by fax also**



# Budget Detail Worksheet

**Purpose:** The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

**A. Personnel** - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
		<b>SUB-TOTAL</b> _____

**B. Fringe Benefits** - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Name/Position	Computation	Cost
		<b>SUB-TOTAL</b> _____
		<b>Total Personnel &amp; Fringe Benefits</b> _____



**C. Travel** - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
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**TOTAL** \_\_\_\_\_

**D. Equipment** - List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Expendable items should be included either in the "supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation	Cost
------	-------------	------

**TOTAL** \_\_\_\_\_

**E. Supplies** - List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
		<b>TOTAL</b> _____

**F. Construction** - As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Check with the program office before budgeting funds in this category.

Purpose	Description of Work	Cost
		<b>TOTAL</b> _____

**G. Consultants/Contracts** - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

**Consultant Fees:** For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$450 per day require additional justification and prior approval from OJP.

Name of Consultant	Service Provided	Computation	Cost
--------------------	------------------	-------------	------

*Subtotal* \_\_\_\_\_

**Consultant Expenses:** List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.)

Item	Location	Computation	Cost
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*Subtotal* \_\_\_\_\_

**Contracts:** Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item	Cost
------	------

*Subtotal* \_\_\_\_\_

**TOTAL** \_\_\_\_\_

**H. Other Costs** - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

Description	Computation	Cost
		<b>TOTAL</b> _____

**I. Indirect Costs** - Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

Description	Computation	Cost
		<b>TOTAL</b> _____

**Budget Summary**- When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

<b>Budget Category</b>	<b>Amount</b>
<b>A. Personnel</b>	_____
<b>B. Fringe Benefits</b>	_____
<b>C. Travel</b>	_____
<b>D. Equipment</b>	_____
<b>E. Supplies</b>	_____
<b>F. Construction</b>	_____
<b>G. Consultants/Contracts</b>	_____
<b>H. Other</b>	_____
<b>Total Direct Costs</b>	_____
<b>I. Indirect Costs</b>	
<b>TOTAL PROJECT COSTS</b>	_____
<b>Federal Request</b>	_____
<b>Non-Federal Amount</b>	_____

2011 JAG Grant - Budget Detail Worksheet

<b>EQUIPMENT (Non expendable)</b>			
<u>ITEM</u>		<u>COMPUTATION</u>	<u>COST</u>
Door lock system upgrade		20,600 ea; tax = 1699.50	\$22,299.50
Box cameras		4 @ 680.00 * 8.25% tax = 736.10 ea	\$2,944.40
Meraki Access Point		tax = 35.31	\$463.31
TOTAL			\$25,707.21
<b>SUPPLIES (expendable items)</b>			
Camera accessory: 1/3CS MT 5-50 mm auto iris		4 @ 70.00 * 8.25% tax = 75.78 ea	\$303.12
TOTAL			\$303.12
<b>TOTAL PROJECT COSTS</b>			<b>\$26,010.33</b>
<b>Federal Request</b>			<b>\$25,916.00</b>
<b>Non-Federal Amount</b>			<b>\$94.33</b>

# 2011 Justice Assistance Grant (JAG) Program

## REVIEW NARRATIVE

Due to a late awareness of the 2011 JAG allocation, the City of Conway nor the Faulkner County Sheriff's Office has complied with the required 30 day mandated notice of review to the governing body. There has also been no opportunity for the public to comment on the proposal for use of grant funds. Therefore, we are requesting approval of funds with special condition until this requirement is met.



ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION  
**JUSTICE ASSISTANCE GRANT (JAG) PROGRAM**  
**ABSTRACT**

The Conway Police Department and the Faulkner County Sheriff's office jointly request the 2011 allocated JAG funds in order to increase and enhance the security at the Conway Communications Center.

The funds would be managed and spent by the Conway Police Department to purchase security equipment and upgrades to existing equipment that both agencies feel is crucial for the safety of the citizens of Faulkner County.

Project Identifiers: Communications, Equipment-Video/Audio Recording, officer safety, Surveillance, System Improvements



APPLICANT NAME:

City of Conway

PROJECT TITLE:

Security Enhancements for Communication Center

GOAL		OBJECTIVE	COMPLETION DATE	MEASUREMENT
1	Improve visibility at Communications Center	Install additional surveillance cameras at facility	06/01/12	
2	Enhance electronic lock upgrades for increased controlled access to facility	purchase electronic proximity upgrade	06/01/12	
3				

DOCUMENT DEADLINE JULY 11, 2011  
MAY BE SENT BY E-MAIL, FAX OR MAIL



**City of Conway, Arkansas  
Resolution No. R-11-\_\_\_\_\_**

**A RESOLUTION ACCEPTING THE REPORT OF THE CONWAY CITIZENS TASK FORCE AND OUTLINING AN IMPLEMENTATION PLAN FOR VARIOUS RECOMMENDATIONS THEREIN CONTAINED**

**Whereas**, The Conway Citizens Task Force was created to study the financial situation of the City of Conway and make recommendations to improve that condition, and

**Whereas**, The Conway Citizens Task Force submitted their recommendations to the Conway City Council on August 23, 2011,

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

**The Citizens Task Force Report is hereby accepted by the Conway City Council and subsequent to the report the following actions shall be taken:**

**Section 1.** The specific recommendations included in the report are limited in their application to the General Fund; however, it is acknowledged that the general principles involved should be considered for all public monies.

**Section 2.** The Step/Grade wage scale system currently in use for City of Conway employees is abandoned as unsustainable given current or future prospective revenues. A replacement wage scale system will be developed by an Ad Hoc committee of the City Council working in conjunction with the Mayor's Office, Human Resources, and the Finance Office. The Ad Hoc committee of the City Council is to be created by a subsequent resolution of the City Council and will report its recommendations to the City Council for their consideration by December 31, 2011. The Ad Hoc committee will also review the health benefits and non-uniform retirement system offered city employees for cost saving changes and long term viability vis-à-vis Conway's peer cities and/or the full employment market.

All employees will retain their current compensation (except for promotions and certificate/training increases) until the General Fund has obtained adequate operational cash flow levels and a replacement wage scale system has been adopted and implemented by the City Council and then only increased upon the city having the resources on an ongoing basis to fund such increases.

All openings in non-sworn city personnel will be reviewed by the Mayor's Office for the option of leaving positions vacant until the General Fund has obtained adequate operational cash flow levels. The Mayor's Office recommendations to

fill or not fill each non-sworn position will be forwarded to the City Council on a case by case basis by email and any objection to filling or not filling a position will forward the decision to the next City Council agenda.

**Section 3.** The Mayor's Office and various departmental administrations are instructed to review all user and rental fees contributory to the General Fund revenue or the lack thereof and make recommendations to the City Council as to the adequacy of those fees compared to Conway's peer cities and/or the market rate for such services or facilities. Operations and facilities are also to be reviewed for possible out sourcing or privatization. All departments shall review their operations for efficiencies with regard to staffing levels and organizational structures. Recommendations in these areas are to be presented to the City Council by December 31, 2011.

**Section 4.** A Finance Committee of the City Council is to be created by separate ordinance which will perform the various functions: 1.) Conduct monthly meetings with the Mayor's Office, Finance Office and Treasurer's Office to review the previous months financials for all funds of the city for budget to actual performance, cash flow and cash projection, 2.) Conduct quarterly meetings with all departments to monitor budget to actual performance and to review any material requests for changes to the budget, 3.) To make recommendations to the City Council in regard to budget to actual performance, 4.) To review the Mayor's Annual Budget submittal to including final revenue projections and departmental budget allocations, 5.) To make recommendations to the City Council as to financial policies, procedures, banking arrangements, and operational matters including personnel, 6.) To make recommendations to the City Council as to determining the target levels for minimal Fund Balances for funds for cash flow purposes, 7.) To make recommendations to the City Council for setting a target level of a General Fund reserve to be created by the city and for creating a funding plan and a timeline by which to fund the plan, 8.) To review and advise the City Council on all financial matters.

**Passed this 11<sup>th</sup> day of October, 2011**

**Approved:**

**Attest:**

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**Mayor Tab Townsell**

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