

Mayor Tab Townsell

City Attorney Michael Murphy

City Clerk/Treasurer Michael O. Garrett



City Council Members

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

City of Conway - City Council Meeting

www.cityofconway.org

Tuesday, August 28th, 2012 @ 6:30pm

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

5:30pm - Committee Meeting:

Conway Fire Department Restructure / Knox Box Addition / New Fire Permit

Call to Order: Mayor Tab Townsell
Roll Call: Michael O. Garrett, City Clerk/Treasurer
Minutes: August 14th, 2012 City Council Meeting
Announcements/Proclamations/Recognitions: *Employee Service Awards*

1. Report of Standing Committees:

A. Economic Development Committee (Airport, Conway Corporation, Conway Development, Historic District, Chamber of Commerce)

1. Consideration to amend an agreement for extension on a lease with Snap-On Equipment.

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

1. Resolution requesting the Faulkner County Tax Collector place a certified lien against property located at 612 Third Avenue for incurred expenses by the City of Conway.
2. Ordinance accepting grant proceeds and appropriating funds for the Historic District Commission to be administered by the Conway Planning and Development Department.
3. Ordinance accepting the FY2012 federal funding and appropriating grant revenue funds to the Conway Community Development Block Grant Program.
4. Consideration to approve the 2012 CDBG recommendations & contracts.
5. Construction to accept bids for the Museum Road Reconstruction (Oak Street to Halter Road).
6. Consideration of a drainage easement & landscaping/construction easement for the Walmart Marketplace located on Prince at Farris Road.
7. Consideration to approve the nominations of Bill Yates & Anne Tucker for the Planning Commission.
8. Ordinance to rezone property located at 1311 & 1317 Bruce Street from R-22A to R-2.
9. Ordinance to rezone five tracts of property located along Lollie and Sand Gap Roads from A-1 to I-3.
10. Ordinance to rezone property located at 1900 South Amity Road from I-3 to R-1.

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

1. Ordinance amending the Lock Box Ordinance (O-04-24) with regards to elevator/lobby key box procedures for the Conway Fire Department.
2. Ordinance creating a fire permit for any work in the City that will require a special inspection from the Fire Marshall's Division for the Conway Fire Department.
3. Ordinance authorizing personnel changes within the Conway Fire Department.

D. Finance

1. Consideration to disposal of certain inventory for the Conway Finance Department.
2. Consideration to approve the monthly financials reporting ending July 31st, 2012.
3. Consideration to accept the audit findings provided by Craft, Veach, & Company, PLC regarding federal grants for the City of Conway.

Old Business

New Business

Adjournment



**City of Conway, Arkansas
Ordinance No. O-12-_____**

**AN ORDINANCE AUTHORIZING PERSONNEL CHANGES WITHIN THE CONWAY FIRE DEPARTMENT, AND
FOR OTHER PURPOSES:**

WHEREAS, the Conway Fire Department has determined that it can bring the department in line with American Fire Service across the nation through the deletion of the Lieutenant Rank; and

WHEREAS, The Conway Fire Department requests reclassifying all Lieutenants as Captains; and

WHEREAS, The Conway Fire Department requests changing the Years of Service Promotional Eligibility Standard from 6, 9, and 12 years to 5, 10, and 15 years giving a more knowledgeable and experienced pool of applicants, if approved herein, and

WHEREAS, the authorized staffing level will remain the same.

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

SECTION 1. The City of Conway shall authorize the reclassification of Lieutenants to Captains.

SECTION 2. The City of Conway shall authorize the change for Years of Service Promotional Eligibility Standard.

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

PASSED this 28th day of August, 2012.

Approved:

Mayor Tab Townsell

Attest:

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



City of Conway, Arkansas
Ordinance No. O-12-_____

AN ORDINANCE AMENDING ORDINANCE O-04-25 SECTION 1. (4) ESTABLISHING AN ELEVATOR/LOBBY KEY BOX PROCEDURE; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES;

WHEREAS, Conway Fire Department desires to add a section to the Key Lock Box Ordinance with the addition to Elevator / Lobby Key Boxes.

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

Section 1. Ordinance O-04-25 Section 1 (4) and Title 2 Section 2.60.04; Section D (Lock Boxes) of the Conway Municipal Code is hereby amended by the following addition:

- (4) All new commercial/residential buildings that are equipped with an elevator:
1. The Knox Authorization order form can be obtained from Conway Fire Department located at 1401 Caldwell between 8:00am – 4:00pm.
 2. The Elevator/Lobby key box shall be Standard Elevator Box 1400 series.
 3. The Elevator/Lobby key box shall be mounted to the right side of the elevator door at least 5 feet above ground level.
 4. If multiple elevators exist in the building, please contact Fire Marshal's Division at 501-450-6148 for placement. Only 1 per building is required.
 5. Elevator door (drop key) and Fire Department run key must be obtained by owner from the elevator installation company.

Section 2. This ordinance is necessary for the protection of the public peace, health and safety, an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

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

PASSED this 28th day of August 2012.

Approved:

Attest:

Mayor Tab Townsell

Michael O. Garrett
City Clerk/Treasurer

③

R6454

ORDINANCE NO. 0-04-25

AN ORDINANCE AUTHORIZING THE FIRE CHIEF TO REQUIRE KEY LOCK BOXES AT CERTAIN STRUCTURES; REPEALING ANY ORDINANCES IN CONFLICT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, there are some structures within the City of Conway that are secured in a manner that restricts access by the Conway Fire Department during emergencies;

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

Section 1. The following structures shall be equipped with a key lock box at or near the **main** entrance or such other location required by the fire chief:

- (1) Commercial or industrial structures protected by an automatic fire alarm system or automatic suppression system, and that are secured in a manner that restricts access by the Conway Fire Department during an emergency;
- (2) All institutions, including, but not limited to, public and private schools, colleges and universities, hospitals, state agencies, human development centers and nursing care facilities.
- (3) All subdivisions and multifamily units that are secured in such a manner that restricts access by the Conway Fire Department during an emergency.

Section 2. All newly constructed structures subject to this ordinance shall have the key lock box installed and operational prior to the issuance of a certificate of occupancy permit. All structures in existence on the effective date of this ordinance and subject to this ordinance shall have one year **from** the effective date of this section to have a key lock box installed and operational.

Section 3. The fire chief **has** designated that the Knox Box type of key lock box **system** is to be implemented within the city and shall have the authority to require **all** structures subject to this ordinance to use the designated system.

Section 4. The owner or operator of a structure required to have a key lock box shall at all times keep a key in the lock box that will allow for access to the structure.

Section 5. The fire chief shall be authorized to implement rules and regulations for the use of the lock box system.

Section 6. That any person in violation of this ordinance shall be guilty of an unclassified misdemeanor, and upon conviction, shall be punished by a fine of not less than Fifty (\$50.00) Dollars and no more than One Hundred (\$100.00) Dollars, and if such violation be continued, each day's violation shall be a separate offense.

Section 7. That any ordinance in conflict herewith is hereby repealed to the extent of that conflict.

Section 8. That this ordinance is necessary for the protection of the peace, health and safety of the citizens of Conway, and therefore, an emergency is declared to exist, and this ordinance shall go into effect from and after its passage and approval.

PASSED this 16th day of MARCH, 2004.

APPROVED:



MAYOR TAB TOWNSELL

ATTEST:





**City of Conway, Arkansas
Ordinance No. O-12-_____**

AN ORDINANCE SETTING FORTH FIRE PERMIT REQUIREMENTS FOR ANY WORK IN THE CITY OF CONWAY THAT WILL REQUIRE A SPECIAL INSPECTION FROM THE FIRE MARSHAL'S DIVISION; WITH THE CONWAY FIRE DEPARTMENT FOR A CERTIFICATE TO OCCUPY; AND FOR OTHER PURPOSES.

WHEREAS, The Conway Fire Department Fire Marshal's Division has a need to obtain such permits in an effort to better provide life safety protection for our city's commercial occupancies; and

WHEREAS, The City of Conway Fire Department Fire Marshal's Division performs inspections for various projects including but not limited to sprinkler, alarm, and ventilation/hood suppression installations; and

WHEREAS, The Fire Permit will be required by the Conway Fire Department Fire Marshal's Division and is separate from what is required from the City of Conway Planning Department.

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

SECTION 1. The City Council hereby adopts by reference that certain ordinances and codes entitled "An Ordinance Setting forth fire permit requirements for any work in the City of Conway that will require a special inspection from the Fire Marshal's Division with the Conway Fire Department and for other purposes", which is attached to this ordinance. Three (3) copies of the code have been filed electronically in the office of the Clerk/Treasurer for inspection and view by the public prior to the passage of this Ordinance and the code has been posted on the web site of the City of Conway.

SECTION 2. The City has given notice to the public by publication in a paper of general circulation with the city of Conway, stating, that copies of the code, or the pertinent parts thereof, and the related documents are open to public examination prior to the passage for this ordinance.

SECTION 3. That the Conway Fire Permit code be codified within Title 2, Classification, Administration and Personnel by the addition of Section 2.60.0, Conway Fire Permit.

SECTION 4. All ordinances and municipal codes in conflict herewith are repealed to the extent of the conflict.

SECTION 5. This ordinance shall have an effective date of January 1, 2013 and shall otherwise be in full force and effect from and after its passage and publication.

Passed this 28th day of August, 2012.

Approved:

Attest:

Mayor Tab Townsell

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

CONSTRUCTION HANDBOOK FOR COMMERCIAL PROJECTS



Conway Fire Department

Fire Marshal Office
1401 Caldwell Street
Conway, AR 72034
501-450-6148

Conway Fire Department

Fire Permit

Anyone doing work in the City of Conway that will require a special inspection from the Fire Marshal's Division with the Conway Fire Department for a Certificate to Occupy will be required to have a Fire Permit. This will include but not limited to Sprinkler, Alarm and Ventilation/ Hood suppression installations. To obtain this permit you must provide the name of contractor, contact information, license number, and proof of insurance. You can obtain this permit by coming by the Central Fire Station at 1401 Caldwell during normal business hours, 8:00AM-4:00PM.

We understand that this is a new process and we are willing to work through any problems that may arise but we are also trying to get competent workmanship into the Life Safety aspect of the Fire codes. Failure to provide this permit prior to inspection will be an automatic rejection of the inspection. If it is a blatant disregard for this ordinance; the Code Enforcement Officers will be notified. The permit will only be good for the particular job address that we are inspecting.

FIRE PROTECTION SYSTEMS AND INSPECTIONS FOR COMMERCIAL PROJECTS

Fire Marshal's Office: 501-450-6148

When calling for an inspection, please provide the information listed below.

1. Name of Project
2. Project Address
3. Type of Inspection
4. Point of Contact – Name and Telephone Number

Actions that must be completed prior to moving ANY combustible materials to the jobsite :

1. Street signs have to be in place (temporary or permanent).
2. All fire department access roads in place per code.
3. Water supply in place (all hydrants that are on reviewed plans).

Inspections that have to be completed prior to Certificate of Occupancy are:

1. Rough Fire Sprinkler System Inspection (sprinkler company must set up this appointment).
2. Rough Fire Alarm System Inspection (alarm company must set up this appointment).
3. Final Fire Sprinkler System Inspection (sprinkler company must set up this appointment).
4. Final Fire Alarm System Inspection (alarm company must set up this appointment).
5. Kitchen Hood Extinguishing System Inspection (extinguishing company must set up this appointment).
6. Final Fire Building and Site Inspection
 - a. Fire Lane Inspection
 - b. Gate Inspection
 - c. Knox Box Inspection

Rough Fire Sprinkler System Inspections

1. Inspections shall be scheduled by the fire sprinkler contractor.
2. Verify the installing contractor has a valid Conway Fire Marshal's " Fire Permit " on site
3. Consult the Approved Plans and verify the following :
 - a. Proper type of piping.
 - b. Confirm the installation of the piping does not have excessive change of directions that are not indicated on approved plans. (Excessive use of extra fittings, such as elbows may affect hydraulic calculations).
 - c. Proper size of piping.
 - d. Proper piping hangers and supports with correct spacing.
 - e. Proper clearance of fire sprinklers from ALL obstructions.
 - f. Check for correct distances between the fire sprinklers, off of walls, maximum coverage per fire sprinkler, distance below roof deck.
 - g. Check for installation of orifice in inspector's test.
 - h. Check to ensure fire sprinklers are not painted.

- i. Access panels shall be provided for all valves located inside a wall or concealed space. Signage shall be provided on the outside of access panel.
- 4. Verify the following when inspecting the Fire Department Connection :
 - a. Fire Department Connection shall be within 100' of a fire hydrant.
 - b. Fire Department Connection (wall mount) shall be installed between 24 and 48 inches above finished outside grade.
 - c. Verify fire department connection is not obstructed by any obstructions (electrical transformers, gas meters, landscaping, etc).
 - d. Verify size of Fire Department Connection = 2" or smaller pipe riser requires single 2 ½ wall mount FDC with locking cap or plug (NO REMOTE).
 - e. 2 ½ or greater pipe riser requires 5" Storz connection with 30 degree turndown and locking cap (wall mount or remote).
 - f. Remote Fire Department Connection shall be installed between 18 and 36 inches above finish grade.
 - g. Locking caps or plugs can be directly obtained from the Knox Corporation (www.knoxbox.com) .No application or signature is required from the fire department.
 - h. Remote FDC shall be painted safety red except for the locking cap and assembly.
- 5. ALL SPRINKLER PIPE MUST BE EXPOSED DURING THIS INSPECTION.
- 6. Nothing shall be supported by the sprinkler piping.

Rough Fire Alarm Inspection

- 1. Inspection shall be scheduled by the fire alarm contractor.
- 2. Verify the installing contractor has a valid Conway Fire Marshal's Office "Fire Permit "on site. No fire inspections will be conducted until permit is produced.
- 3. Wiring is per NFPA 72 and National Electrical Code. (wrapping fire alarm wiring around steel nails, connecting it to ceiling grid wire support wires, and using metal staples are not approved methods of securing or supporting fire alarm wiring).
- 4. All fire alarm device components shall be installed per NFPA 72 code requirements.
- 5. Verify location of all fire alarm system devices (pull stations, detectors, panel, etc.).
- 6. Verify that the location of fire alarm control panel is in a temperature control space.
- 7. Duct detectors are required for units that exceed 2000 cfm or units that share an area that exceed 2000 cfm collectively.
 - a. Unit must shut down on activation of the duct detector.
 - b. Activation of the duct detector a supervisory signal shall be sent to the panel.

Final Fire Sprinkler System Inspection

- 1. Inspection shall be scheduled by the fire sprinkler contractor.

2. Verify the installing contractor has a Conway Fire Marshal's "Fire Permit" on site. No fire inspections will be conducted until permit is produced.
3. Verify hydrostatic test of all piping at 200 psi for 2 hours has been completed and witnessed by fire department official.
4. Where a tenant improvement addition or modification is made to an existing fire sprinkler system affecting more than 20 fire sprinklers, the new portion shall be isolated and hydrostatically tested at 200 psi for 2 hours.
5. Tenant improvement modifications affecting 20 or fewer fire sprinklers shall not require hydrostatic testing.
6. Verify tamper switch and flow switch components are installed.
7. Verify that all required fire sprinkler system signage is in place.
 - a. Main drain
 - b. Access panels
 - c. Control valves
 - d. Inspectors test
 - e. Fire Department Connection
 - f. Hydraulic Placard
8. Verify that spare fire sprinkler cabinet is installed and has correct contents.
9. Walk through building to verify.
 - a. Proper placement, type, temperature of fire sprinklers
 - b. Fire sprinklers are free of all obstructions, including building elements
 - c. Sprinklers are not painted
 - d. Sprinkler escutcheons are properly installed
 - e. Activation test of fire alarm system notification appliances and electric bell on fire sprinkler system water flow through inspector's test valve. Alarms shall activate in 90 seconds or less.

Final Fire Alarm Inspection

1. Verify the installing contractor has a Conway Fire Marshal's Office "Fire Permit". No fire inspections will be conducted until permit is produced.
2. Verify the proper location, type, of all fire alarm notification appliances.
3. Observe fire alarm system functional tests of all fire alarm devices.
4. Observe activation test of fire sprinkler control tamper and flow switches.
5. If a kitchen hood extinguishing system is installed, then observe function tests of the fire alarm system notification appliances on kitchen hood extinguishing system activations.
6. Verify the proper size of the batteries and verify that batteries are date marked with both month and year.
7. Verify duct detectors shut down unit on activation of the duct detector, activation of the duct detector a supervisory signal shall be received at the fire alarm control panel.
8. Verify that all signals are received at the fire alarm control panel.
9. Verify that all signals are received at the annunciator, if applicable.

10. Verify that all signals were received at the off- site monitoring company and Conway Emergency Operations Center.

Commercial Cooking Hoods

1. Verify the following:
 - a. Location of manual pull station.
 - b. Signage for manual pull station.
 - c. Location, size, and type of extinguishing agent.
 - d. Proper pipe support.
 - e. Verify link installation placement, type, and temperature.
 - f. Observe deactivation of all fuel sources under the hood during all tests (Electric, Gas).
 - g. Observe deactivation of “make-up” air on test activation of system (Exhaust air shall remain working).
 - h. Observe activation of fire alarm system notification appliances on kitchen hood extinguishing system activation on all function tests and verify that signals are received at the fire alarm control panel.
 - i. Verify proper placement of Class “K” fire extinguisher. It shall be tagged, mounted, and located within 30 feet of cooking equipment.

Final Building and Site Inspection

1. Verify proper location of Lock Box (KNOX BOX).
 - a. Knox Box shall be directly obtained from the Knox Corporation (www.knoxbox.com). No application or signature is required from the fire department.
 - b. If the building has a monitored FIRE alarm or a sprinkler system in the building, then a Knox Box is required to be installed on the building.
2. Verify the placement of fire extinguishers.
 - a. One every 75’ travel distance, one every 3000 square feet.
 - b. Verify proper location. Fire extinguishers shall be installed a maximum travel distance of every 75’ and if possible near break-rooms and kitchens.
 - c. All fire extinguishers shall be service tagged with month / year and mounted a minimum of 3’6” and a maximum 5’ to the top of the fire extinguisher above finish floor grade. Shall be unobstructed from access or view.
 - d. Provide fire extinguisher signage as required.
3. Verify required exterior and interior building door signage.
 - a. “SPRINKLER ROOM” or “RISER ROOM” on all doors that give access to the fire sprinkler riser.
 - b. “FA” or “FIRE ALARM” on all doors that give access to the fire alarm control panel.
 - c. “STAIRWELL” on all doors that give access or exterior egress to stairway.

- d. This lettering can be accomplished with self adhesive characters, stencil, or a sign with minimum four inch high characters in contrast to the door colors.
- 4. Fire lanes shall be appropriately marked in ONE of these two options:
 - a. Provide approved signs at least eighty feet on center.
 - b. Paint curbs Federal Safety Red. Provide lettering on curb at least 80' on center; marked NO PARKING FIRE LANE in four inch white block letters on the vertical face of the curb.
- 5. Gate Inspections
 - a. All gates limiting access will be required to provide emergency access controls for Fire Department entry.
 - b. Please consult Fire Marshal's Office at 501-450-6148 for specifics on emergency access controls and code requirements.

Address Numbering

“NEW” buildings, excluding existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is legible from the street or road fronting the property. Addressing as follows:

- 1. Single family homes, Duplex
 - a. Minimum 4” high with 5/8” brush stroke with contrasting background.
- 2. Multi-Family Complex, (apartments, condos, townhomes) and Commercial Business
 - a. Minimum 12” high with 2” brush stroke and contrasting background.
 - b. Buildings under 150’ require one set per building.
 - c. Buildings over 150’ require two sets per building on opposite ends.
 - d. Apartment numbers are to be minimum of 4” high with 5/8” brush stroke with contrasting background.
- 3. Shopping Center, High Rise Buildings (3 floors and above), Large Office, Warehouse
 - a. Minimum 12” high with 2” brush stroke with contrasting background.
 - b. Visible from ALL access directions.
 - c. Suite numbers are required over front entrance minimum 4” high with 5/8” brush stroke with contrasting background.
 - d. Suite numbers are required on rear exits and must be a minimum of 4” high with 5/8” brush stroke with contrasting background.
- 4. Marquee and Monument
 - a. Address installed on a marquee or monument located next to the street will require numbers 12” high with 2” brush stroke located at a minimum of 3’ above finished grade, numbers should contrast with background.

Snap-on Equipment

309 Exchange Avenue / Conway, AR 72032
Tel: 501-450-1529 / Fax: 501-450-1558

May 28, 2012

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

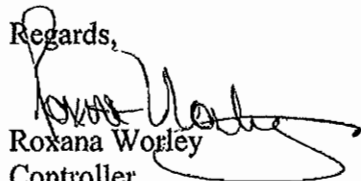
Dear Mayor,

I am following up regarding the amendment of the lease on the property where Snap-On Equipment, Inc., resides. The address of the property is 309 Exchange Avenue, and is located in the industrial park area of Conway. The lease was amended June 26, 2007, for a period of five years and will expire September 30, 2012.

Once again, Snap-On Equipment would like to request an extension of the lease whereby the City of Conway would be granting a continuation of city in-lieu-of county property tax on the real estate. I have enclosed a copy of the previous extension for your review and would ask for consideration of a similar arrangement.

I would be happy to meet with you to discuss our situation and can be contacted at 501-450-1504. Please let me know what steps you desire Snap-on Equipment to take in order to obtain consideration from the city on this matter. As a division of Snap-On, Inc., Kenosha, Wisconsin, we look forward to continuing our successful partnership with the City of Conway.

Regards,


Roxana Worley
Controller
Snap-On Equipment, Inc.

Encl: Amendment of Lease
Exhibit A

RW/rm

AMENDMENT OF LEASE:

This Amendment is made as of the 28th day of May 2012, by and between the City of Conway, Arkansas ("Lessor"), and Equipment Services, Inc. ("Lessee").

WHEREAS, Lessor entered into a lease dated April 1, 1973, (the "Lease"), with FMC Corporation, as tenant, for certain premises located in the City of Conway, Arkansas, which premises are described in Exhibit A attached hereto which is hereby incorporated herein (the "Project"), which Lease was assigned by FMC Corporation to John Bean Company, was further assigned by John Bean Company to IDMC, Inc., and was further assigned by IDMC, Inc. to Equipment Service, Inc., effective as of December 29, 2001; and was further assigned by Equipment Service, Inc., to Snap-On Equipment, Inc., effective July 10, 2009; and

WHEREAS, the Lease has previously been extended to September 30, 2012, pursuant to the terms of an Amendment of Lease dated September 30, 2007; and

WHEREAS, Lessor and Lessee desire to amend and further extend the term of the Lease.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows,

- (1) The expiration of the "Lease Term" is hereby extended to September 30, 2017
- (2) The parties acknowledge that, because the Bonds (as such term is defined in the Lease) have been paid off in full and satisfied, Lessee shall have the right at any time to exercise its option to purchase the Project for \$100.00 pursuant to paragraph 1 I.3 of the Lease, and all requirements in the Lease relating to notices to the Trustee (as such term is defined in the Lease) are no longer in effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed and sealed on their behalf by their duly authorized representatives as of the date first above written.

CITY OF CONWAY, ARKANSAS

By: _____
Mr. Tab Townsell Mayor

SNAP-ON EQUIPMENT, INC.

BY: David E. Cox, Jr. / _____
David Cox, Jr. Vice President

STATE OF ARKANSAS)
)
COUNTY OF FAULKNER)

On this _____ day of May, 2012, before me, _____, the undersigned _____, personally appeared, known to me to be the Mayor of the City of Conway, Arkansas, and the person whose name is subscribed to the within instrument and acknowledged that [he/she] executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary
My commission expires: _____

STATE OF ARKANSAS)
)
COUNTY OF FAULKNER)

On this 22 day of May, 2012, before me, Robbin Mc Dermott the undersigned David Cox, personally appeared, known to me to be the Vice President of Snap-On Equipment, Inc., and the person whose name is subscribed to the within instrument and acknowledged that [he/she] executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

ROBBIN McDERMOTT
NOTARY PUBLIC-STATE OF ARKANSAS
FAULKNER COUNTY
My Commission Expires 9-12-2016
Commission # 12350627

Robbin Mc Dermott
Notary
My commission expires: 9/12/2016

EXHIBIT A

Part of the North Half (N ½) of the Northeast Quarter (NE ¼) of Section Eighteen (18) and part of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section Seventeen (17), Township Five (5) North, Range Thirteen (13) West, described as beginning at the Northeast corner of said Section 18 and running thence South by 87 degrees 59 minutes East 20 feet, thence South by 2 degrees 01 minutes West 894.8 feet; thence South 80 degrees 03 minutes West 275.2 feet; thence South 86 degrees 31 minutes West 256.5 feet; thence South 2 degrees 00 minutes West 50.05 feet; thence South 86 degrees 31 minutes West 928.6 feet; thence North 3 degrees 59 minutes East 1,107.1 feet; thence South 88 degrees 20 minutes East 1,390.5 feet to the point of beginning, containing 33.40 acres, more or less.



City of Conway, Arkansas
Resolution No. R-12-_____

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 **612 Third Avenue** 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 **\$273.06** (\$220.97 + Penalty \$22.09 + filing fee \$30.00) 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 **August 28th, 2012** 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 28th day of August, 2012.

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: August 14, 2012

Re: 612 3rd Avenue

- May 29th, 2012– Warning Violation written regarding Rubbish, trash & grass by Grant Tomlin.
- Property Owner is listed as Katherine Prewitt.
- Property was rechecked on 6/6/2012 with no progress made.
- Certified and regular letters were mailed 6/7/2012 to address on file and was delivered on 6/12/2012.
- Property was rechecked on 6/12/2012 with no action taken.
- Final Cleanup finished on 6/20/2012.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

If you have any questions please advise.

INVOICE

City of Conway
Code Enforcement

DATE: JULY 19, 2012

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

TO Katherine Prewitt
 612 Third Avenue
 Conway, AR 72032

Description: Mowing/Clean up/Admin Fees
 associated with the nuisance abatement at
 612 3rd Avenue

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Grant Tomlin	710-03919-000	Due upon receipt	August 19th, 2012

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
2	Mowing	17.99	35.98
2	Mowing	13.75	27.50
2	Mowing	10.02	20.04
2	Mowing	10.02	20.04
2	Maintenance Fee (Mower)	15.00	30.00
1	Maintenance Fee (Tractor)	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

- Total amount due after 7/13/2012 includes collection penalty & filing fees

TOTAL BY 8/19/2012	\$220.97
TOTAL AFTER 8/19/2012	\$273.06

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
Code Enforcement

1201 Oak Street
Conway, Arkansas 72032



Barbara McElroy
Code Enforcement Assistant
Phone 501-450-6191
Fax 501-450-6144

July 19, 2012

Katherine Prewitt
612 3rd Avenue
Conway, AR 72032

Parcel # 710-03919-000

91 7199 9991 7030 3243 0202

RE: Nuisance Abatement at 612 3rd Avneuc, Conway AR
Cost of Clean-Up, Amount Due: \$220.97

Dear Ms. Prewitt,

Because you failed or refused to remove, abate or eliminate certain conditions on the aforementioned real property in the City of Conway, after having been given seven (7) days notice in writing to do so, the City of Conway was forced to undertake the cleanup of this property to bring it within compliance of the Conway Municipal Code.

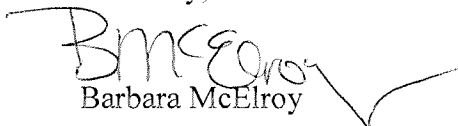
The City of Conway is requesting payment for all costs expended in correcting said condition. If after thirty (30) days from the receipt of this letter notifying you of the cost to correct said condition, such payment has not been remitted to the City, the City has the authority to file a lien against real estate property for the cost expended after City Council approval.

At its **August 28th, 2012 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

1. Consideration of the cost of the clean-up of your real property.
2. Consideration of placing a lien on your real property for this amount.
3. Consideration of certifying this amount determined at the hearing, plus a ten percent (10%) penalty for collection & filing fees, to the Tax Collector of Faulkner County to be placed on the tax books as delinquent taxes and collected accordingly.

None of these actions will be necessary if full payment is received before the meeting date. Please make check payable to the **City of Conway** and mail to **1201 Oak Street Conway Arkansas 72032** with the **attention to Barbara McElroy**. If you have any questions, please feel free to call me at 501-450-6191.

Sincerely,


Barbara McElroy

**Conway Code Enforcement
Incident Report**

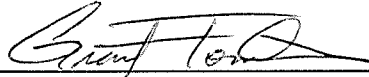
Date of Violation: May 29, 2012
Violator Name: Katherine Prewitt
Address of Violation: 612 3rd Ave
Violation Type: Tall grass, Rubbish/Trash
Warning #: CE5552

Description of Violation and Actions Taken:

On 5-29-12, I was checking the area of 3rd Ave for code violations. While checking this area, I found that the residence located at 612 3rd Ave was in violation of the Conway Nuisance Abatement Code, sections 3.2.4 and 3.5.1, for tall grass and rubbish/trash. The house was vacant at the time. I located the owner of the property through Arkansas County Data and issued a written warning (CE5552) for the above listed violations. A recheck was done on 6-6-12, with no progress being shown. Certified letters were then mailed to the owner of the property on 6-7-12. The certified letter was delivered on 6-12-12. A recheck was done on 6-20-12 and again no progress was shown. The property was scheduled for mowing and cleanup at this time. Mowing and cleanup was conducted on 6-21-12. Pictures were taken before and after mowing and cleanup were done. Pictures are on file for review.

Code Enforcement Officer: Grant Tomlin # 407

Officer Signature: _____



Date: 8-13-12

Time: 1413



**City of Conway, Arkansas
Ordinance No. O-12- ____**

AN ORDINANCE ACCEPTING GRANT PROCEEDS AND APPROPRIATING FUNDS FOR THE HISTORIC DISTRICT COMMISSION TO BE ADMINISTERED BY THE PLANNING AND DEVELOPMENT DEPARTMENT, AND FOR OTHER PURPOSES:

WHEREAS, the Arkansas Historic Preservation Program (AHPP) has awarded a grant in the amount of \$4,000 to support the City of Conway's Historic District Commission. These grant funds will provide funding for the training of the Conway Historic District Commission and staff.

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

SECTION 1. The City of Conway shall enter into Grant Agreement 12-CLG-03 with the Arkansas Historic Preservation Program and shall accept grant proceeds into account 399.000.4751 from the AHPP in the amount of \$4,000 for Historic District Commission/Staff training into the 399.105.5799 grant expense account. The City of Conway Project Management number is 399-105F.

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

PASSED this 14th day of August, 2012.

Approved:

Mayor Tab Townsell

Attest:

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



City of Conway, Arkansas
Ordinance No. O-12-_____

AN ORDINANCE ACCEPTING FEDERAL FUNDING AND APPROPRIATING GRANT REVENUE TO THE CONWAY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, AND FOR OTHER PURPOSES:

WHEREAS, the Department of Housing and Urban Development (“HUD”) has awarded grant funds to the Community Development Block Grant (“CDBG”) in the amount of \$418,894 for FY 2012 funding;

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 proceeds from HUD in the amount of \$418,894 for CDBG activities.

SECTION 2. The City of Conway shall appropriate \$418,894 to the following projects:

\$180,000	Pine Street Revitalization Sewer and Water
\$50,000	Bethlehem House Construction
\$42,282	Faulkner County Council on Aging Parking Lot resurfacing
\$10,000	Bethlehem House Transportation
\$10,000	Boys and Girls Club of Faulkner County Transportation
\$10,000	Faulkner County Council on Aging Transportation
\$20,000	Faulk Cty Council on Developmental Disabilities
\$9,634	Independent Living Services Matching Grant for a Bus
\$3,200	Independent Living Services for Profiles Shredder
\$83,778	Administration

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

PASSED this 28th day of August, 2012.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

Memo

To: Mayor and City Council Members
From: Lauralee Wilcox McCool, CDBG Director
Date: 8/22/2012
Re: 2012 CDBG Contracts

2012 CDBG Contracts

Attached please find contracts for 2012 CDBG funding.

Only one contract is included in its entirety. The rest have only the first page. The bulk of the lengthy contracts are the same.

These contracts reflect funding for projects as was passed by the council earlier this year.

If you have any questions or concerns, please feel free to contact me. My email is lauralee.mccool@cityofconway.org and my cell phone number is 501.733.1782.

**CITY OF CONWAY AND BETHLEHEM HOUSE OF FAULKNER COUNTY
2012 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 28th day of August, 2012, 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:

1. **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. This is the final installation of a three-year grant for Bethlehem House. Funds shall apply toward fencing, landscaping and playground equipment.

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.

3. **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.

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

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

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

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

Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A, B, C, F, H, N, and O to OBM Circular A-110, as specified at 24 CFR 570.502(b).

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

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

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

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

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

8. **General Terms and Conditions**

- A. The Subrecipient agrees to submit program status reports to the City on at least an annual basis or more frequently if requested and other reports as may be required.
- B. The Subrecipient agrees to maintain racial, ethnic, gender, head of household, household income, and household size data showing the extent to which these categories of persons have participated in, or benefited from the project, and to submit this information to the City within 30 days of the request from the City.
- C. The Subrecipient agrees to keep all necessary books and records, including property, personnel, and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. 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.

9. **Special Terms and Conditions:**

- A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement or reduce the compensation amount upon 15 days written notice to the other party. However, Subrecipient may not terminate its obligations under Section 5 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent of the City. All reports or accountings provided for herein shall be rendered whether or not 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 I);
 - 3) Expense funds under this Agreement for ineligible activities, services or items;
 - 4) Implements the project prior to notification from the City that the federal environmental review process has been completed;
 - 5) Violates Labor Standards requirements; or
 - 6) Fails to comply with written notice from the City of substandard performance under the terms of this Agreement.

10. Other Provisions:

A. Equal Employment Opportunity

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

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

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

- (2) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status or any other basis prohibited by applicable law.
- (3) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Subrecipient will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the City, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (6) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.
- (7) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event an Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient may request

the United States to ensure into such litigation to protect the interests of the United States.

B. Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with City policy and all requirements imposed by or pursuant to the Regulations of HUD (24 CFR Part 570.601 and 507.602) issued pursuant to Section 109; no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, martial 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, martial 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

Bethlehem House

Aimee Prince **Date**
Board President

ATTEST:

Michael Garrett **Date**
City Clerk

Michael Murphy **Date**
City Attorney

Master Form
Approved As to Form:
Date Approved: _____

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 a suitable living environment for homeless people in the city of Conway.
2. Objective: Construction of a homeless shelter

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 AND FAULKNER COUNTY COUNCIL ON AGING
2012 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 28th day of August 2012, by and between the **CITY OF CONWAY**, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as “City ”), and Faulkner County Council on Aging (hereinafter referred to as the “Subrecipient”).

WITNESSETH

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

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

Resurfacing of parking lot at 1620 Donaghey Ave. The population served by the center is age 60 and over. CDBG shall contribute \$42,435 based on estimates of the project..

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.

12. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2012 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
2012 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 28th day of August, 2012, by and between the **CITY OF CONWAY**, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as “City”), and Bethlehem House of Faulkner County (hereinafter referred to as the “Subrecipient”).

WITNESSETH

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

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

This project is for transportation of homeless individuals at Bethlehem House and the Women’s Shelter of Central Arkansas.

A grant of \$10,000 will be used for Bethlehem House to pay part of a 3rd shift staff position to serve as a driver for both agencies. Fuel, costs of vehicle and maintenance shall also come from these funds.

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

14. **Term of Contract:** The services of the Subrecipient are to commence on **January 1, 2012** 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.

**CITY OF CONWAY AND BOYS & GIRLS CLUB OF FAULKNER COUNTY
2012 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 28th day of August, 2012, by and between the **CITY OF CONWAY**, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as “City ”), and The Boys and Girls Club of Faulkner County (hereinafter referred to as the “Subrecipient”).

WITNESSETH

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

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

Provide transportation services for Conway Schools children to the Boys & Girls Club for afterschool activities. The Club uses the TANF-EZ Eligibility Form and requires a letter from the school on the child’s free/reduced lunch eligibility status.

Eighty percent of the Faulkner County Boys and Girls Club participants qualify for TANF, which is 185% of poverty level.

CDBG will provide \$10,000 to aid in this service.

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.

16. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2012 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

**CITY OF CONWAY AND FAULKNER COUNTY COUNCIL ON AGING
2012 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 28th day of August 2012, by and between the **CITY OF CONWAY**, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as “City”), and Faulkner County Council on Aging (hereinafter referred to as the “Subrecipient”).

WITNESSETH

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

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

Provide transportation services for the Elderly Citizens of Conway. CDBG will provide \$10,000 to aid in this service.

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.

18. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2012 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
FAULKNER COUNTY COUNCIL ON DEVELOPMENTAL DISABILITIES
2012 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 28th day of August 2012, by and between the **CITY OF CONWAY**, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as “City ”), and Faulkner County Council on Developmental Disabilities (hereinafter referred to as the “Subrecipient”).

WITNESSETH

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

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

Provide transportation services for the developmentally disabled and disadvantaged citizens of Conway. CDBG will contribute \$20,000 toward the transportation program.

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.

20. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2012 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

**CITY OF CONWAY AND INDEPENDENT LIVING SERVICES, INC.
2012 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 28th day of August 2012, 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 **Independent Living Services, Inc.** (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:

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

Provide 20% matching funds for the purchase of a 9-passenger, handicap accessible Small Cutaway Bus from the Arkansas Highway and Transportation Department. CDBG funds shall total \$9,634. The total cost of the bus is \$48,343.

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.

22. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2012 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

**CITY OF CONWAY AND INDEPENDENT LIVING SERVICES, INC.
2012 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 28th day of August 2012, 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 Independent Living Services, Inc. (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:

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

Provide a shredder for Profiles Productions’ confidential document shredding and recycling program. The program employs adults with developmental disabilities and last year recycled over 50 tons of paper.

CDBG will provide \$3,200 toward the cost of a high quality shredder.

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.

24. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2012 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



City of Conway
 Street and Engineering Department
 100 East Robins Street
 Conway, AR 72032

Ronnie Hall, P.E.
 City Engineer
ronnie.hall@cityofconway.org
 501-450-6165

August 23, 2012

Mayor Tab Townsell
 City Hall
 1201 Oak Street
 Conway, Arkansas 72032

Re: Museum Road Reconstruction
 Oak Street to Halter Road

Dear Mayor Townsell;

Bids were received at 10:00 AM, Thursday, August 23, 2012 at Conway City Hall for the above referenced project. This project involves the construction of 850 feet of 36' or 27' curbed street along existing Museum Road from Oak Street to Halter Road. The five bids received are listed below and detailed on the enclosed bid tabulation.

Paladino-Nash	\$298,865.90
Crow Paving	\$317,369.00
H.W. Tucker Company	\$324,600.72
J's Construction	\$350,849.40
JCI Construction	\$359,767.00
Engineer's Estimate	\$313,025.00

I recommend award of this project to the low bidder Paladino-Nash, Inc. of Conway, Arkansas in the amount of \$298,865.90.

The funding for this project has been previously identified as "Pay as You Go Sales Tax". This will increase the required loan for the street projects by this amount.

Please advise if you have questions or need additional information.

Sincerely,

Ronnie Hall, P.E.

CITY OF CONWAY, ARKANSAS
Museum Road Reconstruction - Oak Street to Halter Road
CONWAY, ARKANSAS

TABULATION OF BIDS RECEIVED August 23, 2012 10:00 AM

DESCRIPTION	ESTIMATED QUANTITY	UNITS	Paladino-Nash		Crow Paving, Inc.		H.W. Tucker		J's Construction		JCI Construction		Engineers Estimate	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1 SITE PREPARATION	1	L.S.	\$25,000.00	\$25,000.00	\$40,000.00	\$40,000.00	\$38,902.00	\$38,902.00	\$42,000.00	\$42,000.00	\$50,200.00	\$50,200.00	\$30,000.00	\$30,000.00
2 UNCLASSIFIED EXCAVATION	1,400	C.Y.	\$10.20	\$14,280.00	\$10.00	\$14,000.00	\$9.54	\$13,356.00	\$18.75	\$26,250.00	\$15.00	\$21,000.00	\$12.00	\$16,800.00
3 EMBANKMENT MATERIAL	500	C.Y.	\$9.30	\$4,650.00	\$15.00	\$7,500.00	\$15.90	\$7,950.00	\$28.00	\$14,000.00	\$12.00	\$6,000.00	\$18.00	\$9,000.00
4 UNDERCUT & BACKFILL	2,000	C.Y.	\$18.50	\$37,000.00	\$17.00	\$34,000.00	\$15.90	\$31,800.00	\$24.00	\$48,000.00	\$24.00	\$48,000.00	\$20.00	\$40,000.00
5 CRUSHED STONE BASE	1,600	TON	\$20.50	\$32,800.00	\$19.75	\$31,600.00	\$19.61	\$31,376.00	\$22.00	\$35,200.00	\$18.00	\$28,800.00	\$25.00	\$40,000.00
6 ASPHALT	600	TON	\$86.10	\$51,660.00	\$90.00	\$54,000.00	\$88.50	\$53,100.00	\$91.00	\$54,600.00	\$90.00	\$54,000.00	\$85.00	\$51,000.00
7 12" STORM DRAIN	60	L.F.	\$24.50	\$1,470.00	\$25.00	\$1,500.00	\$21.20	\$1,272.00	\$28.00	\$1,680.00	\$24.00	\$1,440.00	\$25.00	\$1,500.00
8 15" STORM DRAIN	108	L.F.	\$26.50	\$2,862.00	\$30.00	\$3,240.00	\$36.04	\$3,892.32	\$49.55	\$5,351.40	\$40.00	\$4,320.00	\$30.00	\$3,240.00
9 18" STORM DRAIN	121	L.F.	\$32.00	\$3,872.00	\$30.00	\$3,630.00	\$42.40	\$5,130.40	\$33.00	\$3,993.00	\$42.00	\$5,082.00	\$35.00	\$4,235.00
10 24" STORM DRAIN	300	L.F.	\$38.80	\$11,640.00	\$45.00	\$13,500.00	\$55.12	\$16,536.00	\$38.50	\$11,550.00	\$48.00	\$14,400.00	\$40.00	\$12,000.00
11 29"x18" STORM DRAIN	456	L.F.	\$73.90	\$33,698.40	\$69.00	\$31,464.00	\$68.90	\$31,418.40	\$61.50	\$28,044.00	\$75.00	\$34,200.00	\$50.00	\$22,800.00
12 STANDARD CURB INLET	9	EACH	\$2,700.00	\$24,300.00	\$2,160.00	\$19,440.00	\$2,400.00	\$21,600.00	\$2,500.00	\$22,500.00	\$2,800.00	\$25,200.00	\$2,000.00	\$18,000.00
13 JUNCTION BOX	1	EACH	\$2,650.00	\$2,650.00	\$2,100.00	\$2,100.00	\$2,000.00	\$2,000.00	\$2,700.00	\$2,700.00	\$3,500.00	\$3,500.00	\$2,200.00	\$2,200.00
14 5' WIDE CONCRETE SIDEWALK	400	L.F.	\$16.20	\$6,480.00	\$18.00	\$7,200.00	\$17.50	\$7,000.00	\$16.00	\$6,400.00	\$18.00	\$7,200.00	\$15.00	\$6,000.00
15 CONCRETE CURB & GUTTER	1,700	L.F.	\$9.90	\$16,830.00	\$9.35	\$15,895.00	\$10.50	\$17,850.00	\$9.50	\$16,150.00	\$12.00	\$20,400.00	\$10.00	\$17,000.00
16 WHEEL CHAIR RAMP	400	S.F.	\$13.20	\$5,280.00	\$15.00	\$6,000.00	\$10.00	\$4,000.00	\$13.00	\$5,200.00	\$15.00	\$6,000.00	\$8.00	\$3,200.00
17 CONCRETE DRIVEWAYS	400	S.Y.	\$37.20	\$14,880.00	\$39.60	\$15,840.00	\$36.00	\$14,400.00	\$37.00	\$14,800.00	\$45.50	\$18,200.00	\$40.00	\$16,000.00
18 SILT FENCE	1,000	L.F.	\$2.00	\$2,000.00	\$2.50	\$2,500.00	\$3.98	\$3,980.00	\$2.75	\$2,750.00	\$3.00	\$3,000.00	\$4.00	\$4,000.00
19 B-STONE	50	TON	\$23.00	\$1,150.00	\$45.00	\$2,250.00	\$23.32	\$1,166.00	\$29.00	\$1,450.00	\$40.00	\$2,000.00	\$25.00	\$1,250.00
20 BALED STRAW	30	BALE	\$10.00	\$300.00	\$12.00	\$360.00	\$12.72	\$381.60	\$10.00	\$300.00	\$15.00	\$450.00	\$10.00	\$300.00
21 SOLID SOD	750	S.Y.	\$4.75	\$3,562.50	\$5.00	\$3,750.00	\$8.48	\$6,360.00	\$5.00	\$3,750.00	\$3.50	\$2,625.00	\$4.00	\$3,000.00
22 CONSTRUCTION LAYOUT	1	L.S.	\$2,500.00	\$2,500.00	\$7,500.00	\$7,500.00	\$10,600.00	\$10,600.00	\$4,180.00	\$4,180.00	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00
23 TRENCH & EXCAVATION SAFETY	1	L.S.	\$1.00	\$1.00	\$100.00	\$100.00	\$530.00	\$530.00	\$1.00	\$1.00	\$250.00	\$250.00	\$1,500.00	\$1,500.00
TOTAL				\$298,865.90		\$317,369.00		\$324,600.72		\$350,849.40		\$359,767.00		\$313,025.00

MEMORANDUM

TO: MAYOR TAB TOWNSELL

FROM: RONNIE HALL, P.E.

DATE: August 23, 2012

REFERENCE: Walmart Marketplace
Prince at Farris Road
Conway, Arkansas

The Walmart project requires two easements from the City on Pompe Park property to allow them to start their project.

The first easement is a drainage easement to allow them to install underground storm drainage pipe (36" Concrete Pipe) across the park property from the Walmart Property to Tucker Creek and allows them to install drainage pipe along the western line of their property to intercept the drainage from their parking lot. The Walmart site naturally sloped toward Tucker Creek and thus the storm water runoff from this site flowed across the city property to the creek. The pipe between the creek and Walmart site will allow an existing ditch between the Pedestrian Trail and Creek to be filled to the adjacent ground and make the area more maintainable. It is my opinion that this route across the park works better for us than the alternative of taking the storm water to Prince Street and paralleling Prince Street with additional storm drain pipe.

The second easement is a landscaping and construction easement that allows the Walmart contractor to get onto Pompe Park property and construct the connecting parts of the pedestrian trail, install the landscaping required in the PUD to screen the Walmart Buildings from the Park and Pedestrian Trail. This construction easement also allows them to construct a fill slope to transition the finished surface of their site down to existing ground. This slope will require about a 25 foot width. The sloping transition rather than a continuous 7' wall along the property has the advantage of elevating the landscaping to near the same level as the parking lot and thus providing improved site screening form landscaping planted at the base of a 7' wall.

A meeting with the tree board is scheduled for Thursday August 23, 2012 regarding this site. One issue that will be reviewed with the Tree Board is the alternative of preserving some of the larger trees along the property line with "tree wells" or removal of the trees and planting some large replacement trees. The result of this meeting will be provided at the council meeting.

THIS INSTRUMENT PREPARED BY:
J. Cliff McKinney, Esq.
QUATTLEBAUM, GROOMS,
TULL & BURROW PLLC
111 Center Street, Suite 1900
Little Rock, Arkansas 72201
501-379-1700

Conway, Arkansas (Store # 3186-00)

PERMANENT DRAINAGE AND SLOPE EASEMENT

This Permanent Drainage and Slope Easement ("Agreement") is entered into on the date written below by and between **The City of Conway, Arkansas** ("Grantor"), and **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust ("Wal-Mart"), as follows:

WITNESSETH:

WHEREAS, Grantor owns certain real property depicted and described on Exhibit A (the "Drainage Easement Area");

WHEREAS, Wal-Mart owns certain real property depicted on Exhibit A and more particularly described on Exhibit B (the "Wal-Mart Tract");

WHEREAS, Grantor wishes to grant to Wal-Mart a permanent drainage and grading easement over and across the Drainage Easement Area for the sole and exclusive benefit of the Wal-Mart Tract.

NOW THEREFORE, for Ten and No/100 United States Dollars (\$10.00) and other good and valuable consideration including the terms, conditions, covenants, and provisions contained herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Incorporation of Recitals.** The recitals set forth in this Agreement are not mere recitals of fact but are contractual in nature and incorporated into this Agreement by reference, except in the event of a conflict between the incorporated recitals and the numbered sections of this Agreement, the numbered sections of this Agreement shall control.
2. **Conveyance of Permanent Drainage Easement and Slope Easement.** Grantor does hereby immediately grant, bargain, sell and convey unto Wal-Mart, TO HAVE AND TO HOLD the same unto Wal-Mart, its successors and assigns, a permanent drainage easement over and across the Drainage Easement Area for the purpose of any and all drainage and run off from the Wal-Mart Tract along with reasonable rights of ingress, egress and access on, across and over the Drainage Easement Area for the purpose of constructing, laying, installing, operating, maintaining, repairing, re-installing and replacing any drainage facilities or improvements deemed beneficial to Wal-Mart to be installed within the Drainage Easement Area (including without limitation maintaining the grades and slopes created within the Drainage Easement Area and any rip-rap or other

drainage structures installed by Wal-Mart) (the "Permanent Drainage and Slope Easement").

3. **Binding Effect; Duration; Enforcement**. The Permanent Drainage and Slope Easement shall: (i) touch, concern, encumber and run with the Drainage Easement Area in perpetuity; (ii) be binding upon all successor owners of the Wal-Mart Tract and the Drainage Easement Area; (iii) be enforceable by Wal-Mart, Grantor and all subsequent owners of the Wal-Mart Tract and the Drainage Easement Area; and (iv) be modified or terminated only by written agreement executed by Wal-Mart, such modification thereafter being recorded in the real estate records of White County, Arkansas.
4. **No Adequate Remedy at Law**. Grantor agrees (i) violation or threatened violation of any provision of this Agreement by Grantor cannot be adequately compensated solely by monetary damages; (ii) Wal-Mart shall be entitled to equitable relief in the form of temporary restraining order, injunction or otherwise for the sole and exclusive purpose of enforcing Wal-Mart's rights in and to this Agreement; and (iii) Wal-Mart shall additionally be entitled to a claim for monetary damages for breach hereof. In no event whatsoever shall Grantor, or any other party, have the right to prevent Wal-Mart from using the Permanent Drainage and Slope Easement for drainage, temporary construction and grading purposes as set forth herein, the parties agreeing Wal-Mart's use of the Permanent Drainage and Slope Easement can never be enjoined or terminated for any reason whatsoever.
5. **Not a Public Dedication**. This Agreement shall not be deemed a dedication to the general public of any portion of the Permanent Drainage and Slope Easement.
6. **Severability**. If any part of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be deemed inapplicable and deemed omitted to the extent so contrary, prohibited or invalid but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
7. **Governing Law**. This Agreement shall be governed by the laws of the State of Arkansas and any disputes arising hereunder shall be adjudicated in the State of Arkansas.
8. **No Oral Agreements**. This written agreement may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreement of the parties. There are no unwritten oral agreements between the parties. Each of the parties hereto hereby acknowledges no other party, or agent or attorney of any other party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce the other party to execute this Agreement or any of the other documents referred to herein and each party hereto acknowledges it has not executed this Agreement or such other documents in reliance upon any such promise, representation or warranty not contained herein.
9. **Counterparts**. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this ____ day of _____, 2012.

GRANTEE:

THE CITY OF CONWAY, ARKANSAS

By: _____

Print Name: _____

Title: _____

GRANTEE:

WAL-MART REAL ESTATE BUSINESS TRUST,
a Delaware statutory trust

By: _____

Its: _____

STATE OF ARKANSAS)
)ss. ACKNOWLEDGMENT
COUNTY OF BENTON)

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named _____, to me well known, who stated that he/she was the _____ of **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of said statutory trust, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2012.

Notary Public

My Commission Expires:

(SEAL)

STATE OF ARKANSAS)
)ss. ACKNOWLEDGMENT
COUNTY OF _____)

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named _____, to me well known, who stated that he/she was the _____ of **THE CITY OF CONWAY, ARKANSAS**, a municipal corporation, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of said statutory trust, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

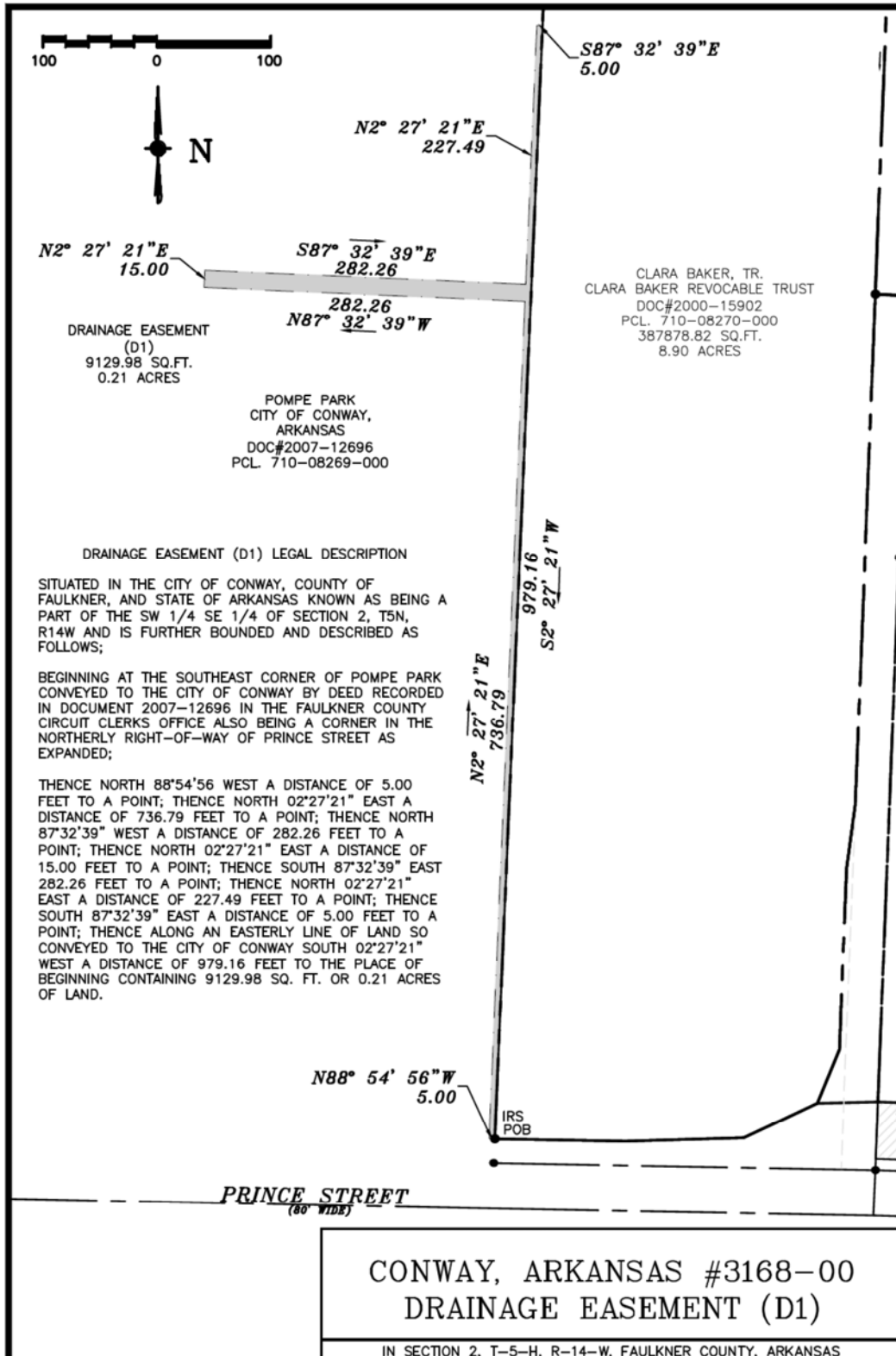
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2012.

Notary Public

My Commission Expires:

(SEAL)

EXHIBIT A



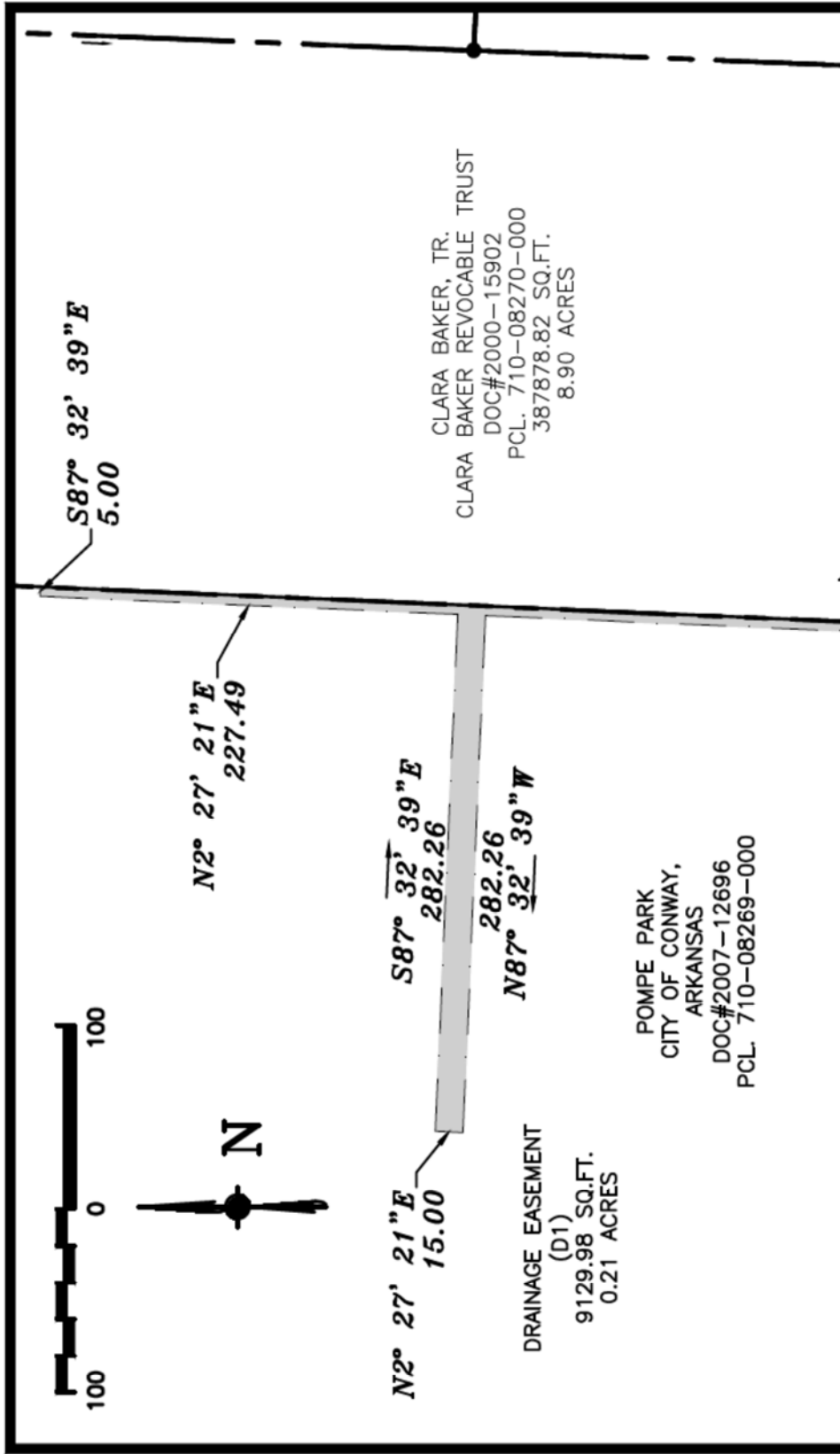


EXHIBIT B

WAL-MART TRACT LEGAL DESCRIPTION

PART OF THE SE 1/4 SW 1/4 OF SECTION 2, T5N, R14W, AND FURTHER KNOWN AS THE WESTERLY 30 FEET OF FARRIS ROAD EXTENDED (UNIMPROVED) AND IS FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN AHTD MONUMENT FOUND 25 FEET NORTH AND 30 FEET WEST OF THE SOUTHEAST CORNER OF THE SE 1/4 SW 1/4 OF SECTION 2, T5N, R14W;

THENCE NORTH 88°55'16" WEST A DISTANCE OF 335.43 FEET TO AN IRON REBAR FOUND AT THE SOUTHEASTERLY CORNER OF POMPE PARK CONVEYED TO THE CITY OF CONWAY BY DEED RECORDED IN DOCUMENT 2007-12696 IN THE FAULKNER COUNTY CIRCUIT CLERKS OFFICE; THENCE ALONG THE EASTERLY LINE OF SAID POMPE PARK NORTH 02°27'21" EAST A DISTANCE OF 21.34 FEET TO A CAPPED IRON REBAR SET AT THE PRINCIPAL PLACE OF BEGINNING AT THE PREMISES HEREIN INTENDED TO BE DESCRIBED;

THENCE CONTINUING ALONG SAID EASTERLY LINE NORTH 02°27'21" EAST A DISTANCE OF 1078.85 FEET TO A CAPPED IRON REBAR SET; THENCE SOUTH 87°46'40" EAST A DISTANCE OF 301.05 FEET; THENCE SOUTH 02°13'53" WEST A DISTANCE OF 774.11 FEET; THENCE SOUTH 07°55'53" WEST A DISTANCE OF 55.27 FEET; THENCE SOUTH 02°15'13" WEST A DISTANCE OF 160.23 FEET; THENCE SOUTH 72°32'22" WEST A DISTANCE OF 50.62 FEET; THENCE SOUTH 65°04'23" WEST A DISTANCE OF 71.50 FEET; THENCE SOUTH 88°16'49" WEST A DISTANCE OF 103.77 FEET; THENCE NORTH 88°54'56" WEST A DISTANCE OF 115.05 FEET TO THE PRINCIPAL PLACE OF BEGINNING CONTAINING 322,008 SQ.FT. OR 7.39 ACRES OF LAND

THIS INSTRUMENT PREPARED BY:
J. Cliff McKinney, Esq.
QUATTLEBAUM, GROOMS,
TULL & BURROW PLLC
111 Center Street, Suite 1900
Little Rock, Arkansas 72201
501-379-1700

Conway, Arkansas (Store # 3186-00)

**TEMPORARY LANDSCAPING
AND SLOPE ENHANCEMENT EASEMENT**

This Temporary Landscaping and Slope Enhancement Easement (the "Agreement") is entered into on the date written below by and between **THE CITY OF CONWAY, ARKANSAS**, a municipal corporation ("Grantor"), and **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust ("Wal-Mart"), as follows:

WITNESSETH:

WHEREAS, Grantor owns certain real property commonly known as "Pompe Park," which is depicted and more particularly described on Exhibit A (for identification purposes only, the two easements attached as Exhibit A are labeled "C2", "C3", "C4", and "C5") (the "Temporary Landscaping and Slope Enhancement Easement Area");

WHEREAS, Wal-Mart owns certain real property depicted on Exhibit A and more particularly described on Exhibit B (the "Wal-Mart Tract"); and

WHEREAS, Grantor desires to grant to Wal-Mart a Temporary Landscaping and Slope Enhancement Easement Area for the sole and exclusive benefit of the Wal-Mart Tract.

NOW, THEREFORE, for Ten and No/100 United States Dollars (\$10.00) and other good and valuable consideration including the terms, conditions, covenants, and provisions contained herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Incorporation of Recitals**. The recitals set forth in this Agreement are not mere recitals of fact but are contractual in nature and incorporated into this Agreement by reference, except in the event of a conflict between the incorporated recitals and the numbered sections of this Agreement, the numbered sections of this Agreement shall control.

2. **Conveyance of Temporary Landscaping and Slope Enhancement**. Grantor does hereby grant unto Wal-Mart, its successors and assigns, a temporary landscaping and slope enhancement easement over and across the Temporary Landscaping and Slope Enhancement Easement Area for the purposes of: (1) operating a temporary access point, additional work area and storage area for supplies and construction equipment while constructing and installing the improvements deemed beneficial to

Wal-Mart within the adjoining Wal-Mart Tract (the "Improvements"); (2) reshaping or enhancing the slope of the Temporary Landscaping and Slope Enhancement Easement Area; and (3) installing such landscaping and other environmental design enhancements in and on the Temporary Landscaping and Slope Enhancement Easement Area. Wal-Mart shall not permit any lien arising from such work by or on behalf of Wal-Mart or Wal-Mart's use of the Temporary Landscaping and Slope Enhancement Easement Area to accrue against or attach to the property or Grantor's interest in the land adjoining the Temporary Landscaping and Slope Enhancement Easement Area. Grantor shall not change the slope or grades established by Wal-Mart within the Temporary Landscaping and Slope Enhancement Area without Wal-Mart's consent.

3. **Binding Effect; Duration; Enforcement.** The Temporary Landscaping and Slope Enhancement Easement shall: (i) touch, concern, encumber and run with the Temporary Landscaping and Slope Enhancement Easement Area for period of thirty-six (36) months or six (6) months after Wal-Mart opens a store to the public, whichever comes first; (ii) be binding only upon the owner of the Temporary Landscaping and Slope Enhancement Easement Area; (iii) be enforceable by Wal-Mart; and (iv) be modified or terminated only by written agreement executed by Wal-Mart, such modification thereafter being recorded in the real estate records of Faulkner County, Arkansas.

4. **No Adequate Remedy at Law.** Grantor agrees (i) violation or threatened violation of any provision of this Agreement by Grantor cannot be adequately compensated solely by monetary damages; (ii) Wal-Mart shall be entitled to equitable relief in the form of temporary restraining order, injunction or otherwise for the sole and exclusive purpose of enforcing Wal-Mart's rights in and to this Agreement; and (iii) Wal-Mart shall additionally be entitled to a claim for monetary damages for breach hereof. In no event whatsoever shall Grantor, or any other party, have the right to prevent Wal-Mart from using the Temporary Landscaping and Slope Enhancement Easement for temporary construction and the installation of the Improvements as set forth herein, the parties agreeing Wal-Mart's use of the Temporary Landscaping and Slope Enhancement Easement can never be enjoined or terminated for any reason whatsoever.

5. **Not a Public Dedication.** This Agreement shall not be deemed a dedication to the general public of any portion of the Temporary Landscaping and Slope Enhancement Area.

6. **Severability.** If any part of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be deemed inapplicable and deemed omitted to the extent so contrary, prohibited or invalid but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

7. **Governing Law.** This Agreement shall be governed by the laws of the State of Arkansas and any disputes arising hereunder shall be adjudicated in the State of Arkansas.

8. **No Oral Agreements.** This written agreement may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreement of the parties. There are no unwritten oral agreements between the parties. Each of the parties hereto hereby acknowledges no other party, or agent or attorney of any other party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce the other party to execute this Agreement or any of the other documents referred to herein and each party hereto acknowledges it has not executed this Agreement or such other documents in reliance upon any such promise, representation or warranty not contained herein.

9. **Counterparts.** This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this ____ day
of _____, 2012.

CITY OF CONWAY, ARKANSAS,
a Municipal corporation

By: _____
Print Name: _____
Title: _____

WAL-MART REAL ESTATE BUSINESS TRUST,
a Delaware statutory trust

By: _____
Its: _____

STATE OF ARKANSAS)
)ss. ACKNOWLEDGMENT
COUNTY OF BENTON)

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named _____, to me well known, who stated that he/she was the _____ of **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of said statutory trust, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2012.

Notary Public

My Commission Expires:

(SEAL)

STATE OF ARKANSAS)
)ss. ACKNOWLEDGMENT
COUNTY OF FAULKNER)

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named _____, to me well known, who stated that he/she was the _____ of **THE CITY OF CONWAY, ARKANSAS**, a municipal corporation, and was duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of the City of Conway, Arkansas, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

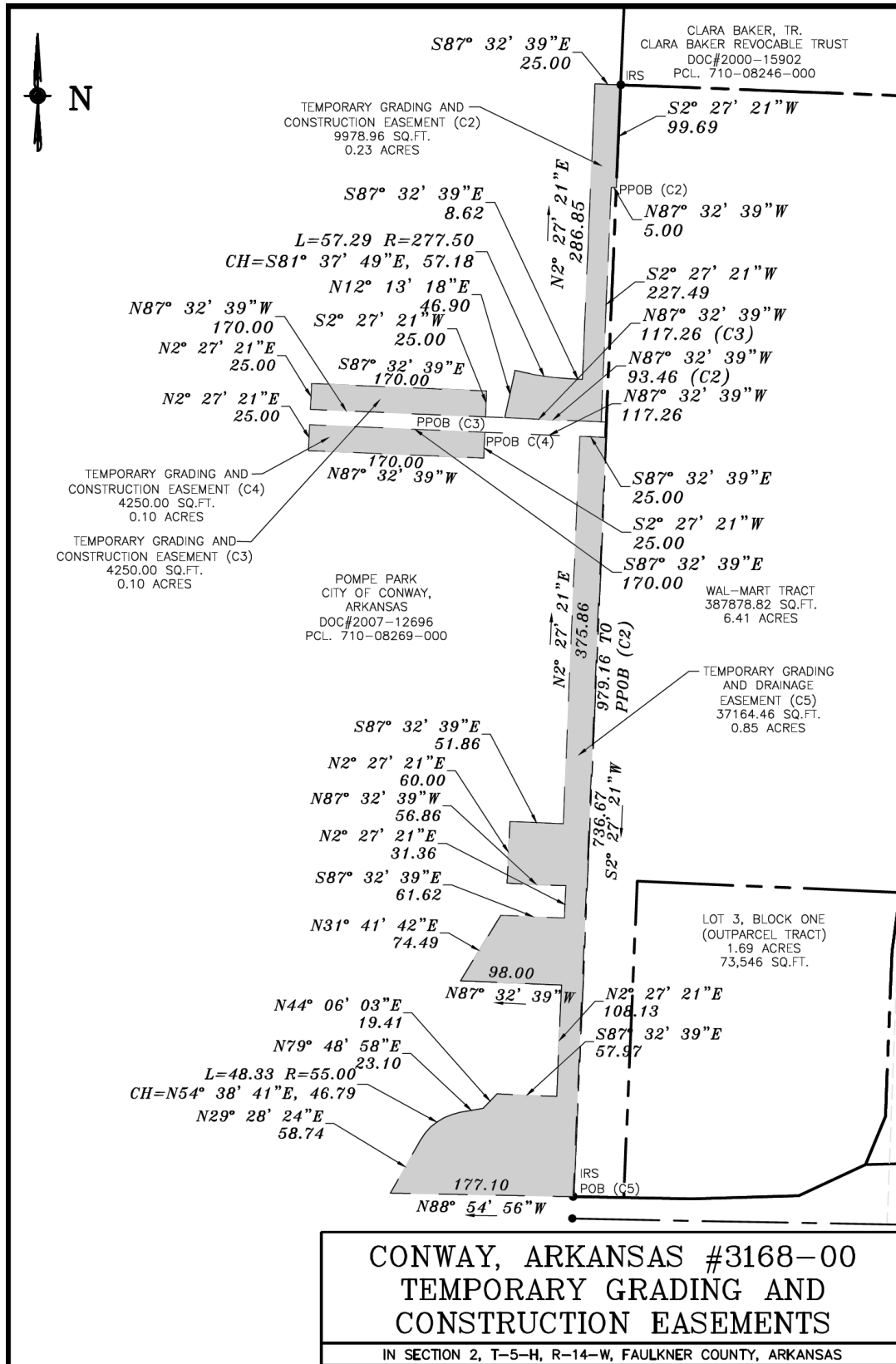
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2012.

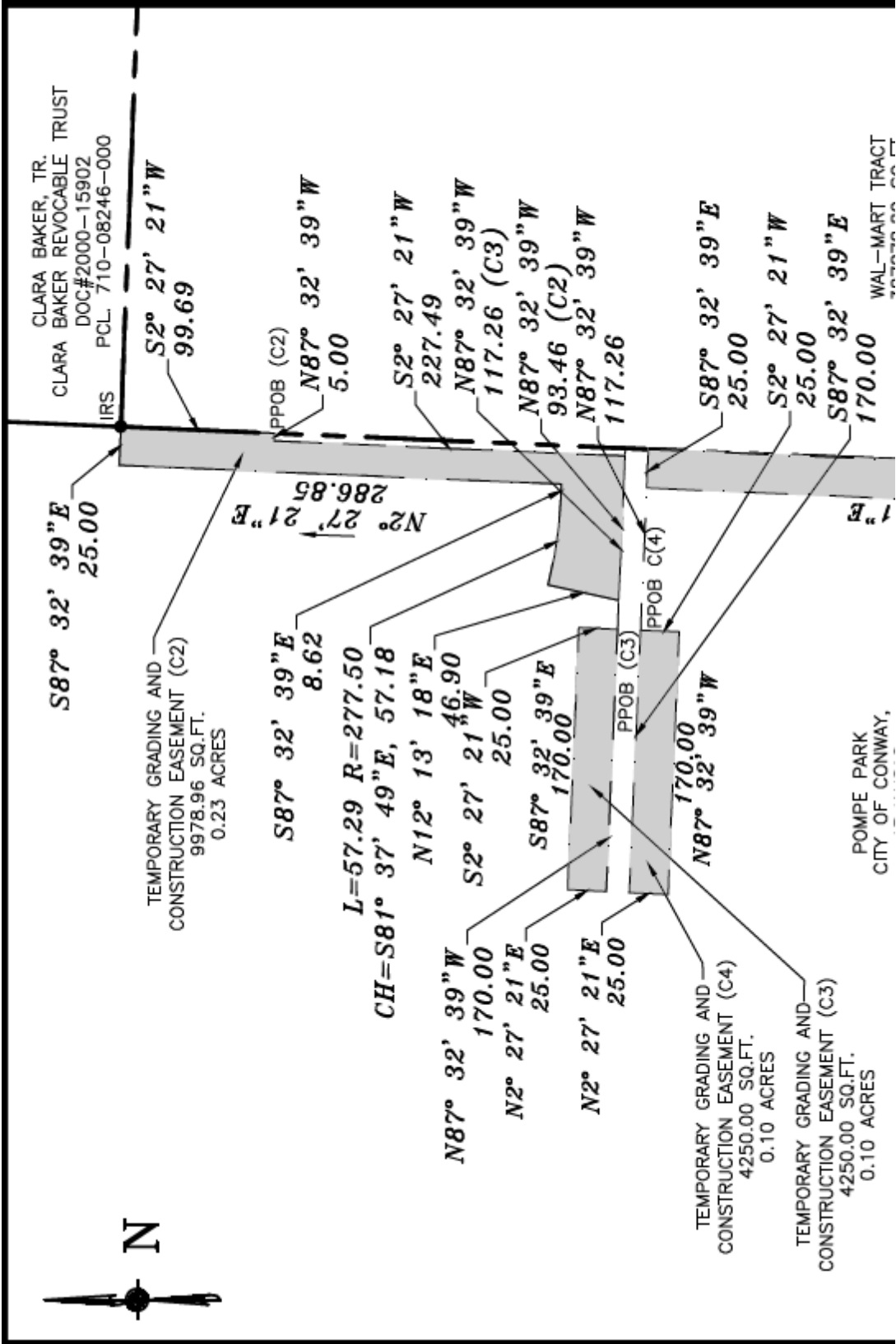
Notary Public

My Commission Expires:

(SEAL)

EXHIBIT A





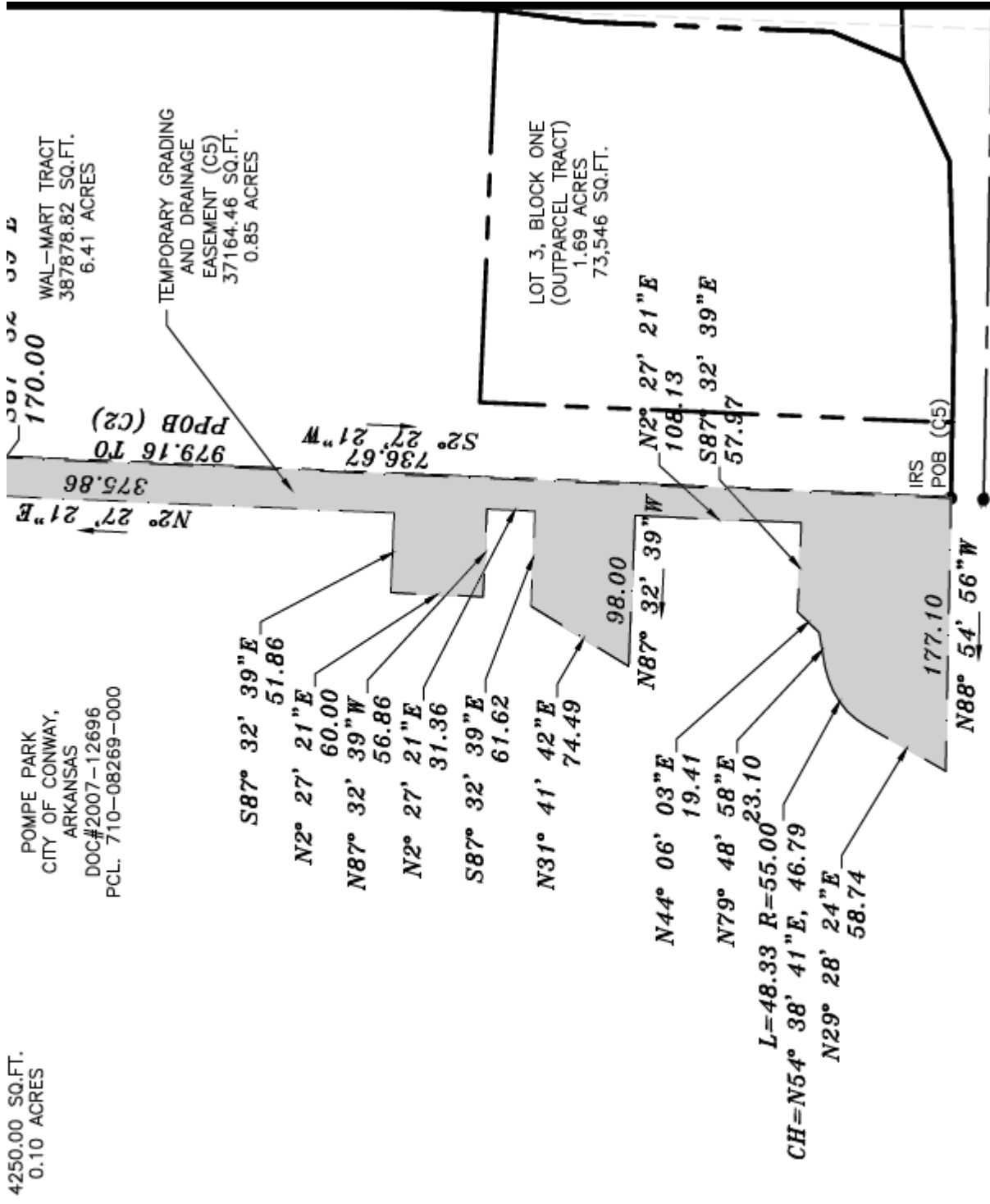
4250.00 SQ.FT.
0.10 ACRES

POMPE PARK
CITY OF CONWAY,
ARKANSAS
DOC#2007-12696
PCL. 710-08269-000

WAL-MART TRACT
387878.82 SQ.FT.
6.41 ACRES

TEMPORARY GRADING
AND DRAINAGE
EASEMENT (C5)
37164.46 SQ.FT.
0.85 ACRES

LOT 3, BLOCK ONE
(OUTPARCEL TRACT)
1.69 ACRES
73,546 SQ.FT.



<p style="text-align: center;">TEMPORARY GRADING AND CONSTRUCTION EASEMENT (C2) LEGAL DESCRIPTION</p> <p>SITUATED IN THE CITY OF CONWAY, COUNTY OF FAULKNER, AND STATE OF ARKANSAS KNOWN AS BEING A PART OF THE SW 1/4 SE 1/4 OF SECTION 2, T5N, R14W AND IS FURTHER BOUNDED AND DESCRIBED AS FOLLOWS;</p> <p>BEGINNING AT THE SOUTHEAST CORNER OF POMPE PARK CONVEYED TO THE CITY OF CONWAY BY DEED RECORDED IN DOCUMENT 2007-12696 IN THE FAULKNER COUNTY CIRCUIT CLERKS OFFICE ALSO BEING A CORNER IN THE NORTHERLY RIGHT-OF-WAY OF PRINCE STREET AS EXPANDED;</p> <p>THENCE ALONG AN EASTERLY LINE OF LAND SO CONVEYED TO THE CITY OF CONWAY NORTH 02°27'21" EAST A DISTANCE OF 979.16 FEET TO THE PRINCIPAL PLACE OF BEGINNING;</p> <p>THENCE NORTH 87°32'39" WEST A DISTANCE OF 5.00 FEET TO A POINT; THENCE SOUTH 02°27'21" WEST A DISTANCE OF 227.49 FEET TO A POINT; THENCE NORTH 87°32'39" WEST A DISTANCE OF 93.46 FEET TO A POINT; THENCE NORTH 12°13'18" EAST A DISTANCE OF 46.90 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURE DEFLECTING TO THE LEFT A DISTANCE OF 57.29 FEET, SAID CURVE HAVING A RADIUS OF 277.50 FEET AND A CHORD WHICH BEARS SOUTH 81°37'49" EAST, 57.18 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87°32'39" EAST A DISTANCE OF 8.62 FEET TO A POINT; THENCE NORTH 02°27'21" EAST A DISTANCE OF 286.85 FEET TO A POINT; THENCE SOUTH 87°32'39" EAST A DISTANCE OF 25.00 FEET TO AN IRON REBAR SET AT A SOUTHWEST CORNER OF LAND CONVEYED TO CLARA BAKER, TR. CLARA BAKER REVOCABLE TRUST BY DOCUMENT #2000-15902 IN THE FAULKNER COUNTY CIRCUIT CLERKS OFFICE ALSO BEING A CORNER IN SAID EASTERLY LINE OF LAND SO CONVEYED TO THE CITY OF CONWAY; THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 02°27'21" WEST A DISTANCE OF 99.69 FEET TO THE PRINCIPAL PLACE OF BEGINNING CONTAINING 9,978.96 SQ. FT. OR 0.23 ACRES OF LAND</p>	<p style="text-align: center;">TEMPORARY GRADING AND CONSTRUCTION EASEMENT (C3) LEGAL DESCRIPTION</p> <p>SITUATED IN THE CITY OF CONWAY, COUNTY OF FAULKNER, AND STATE OF ARKANSAS KNOWN AS BEING A PART OF THE SW 1/4 SE 1/4 OF SECTION 2, T5N, R14W AND IS FURTHER BOUNDED AND DESCRIBED AS FOLLOWS;</p> <p>BEGINNING AT THE SOUTHEAST CORNER OF POMPE PARK CONVEYED TO THE CITY OF CONWAY BY DEED RECORDED IN DOCUMENT 2007-12696 IN THE FAULKNER COUNTY CIRCUIT CLERKS OFFICE ALSO BEING A CORNER IN THE NORTHERLY RIGHT-OF-WAY OF PRINCE STREET AS EXPANDED;</p> <p>THENCE ALONG AN EASTERLY LINE OF LAND SO CONVEYED TO THE CITY OF CONWAY NORTH 02°27'21" EAST A DISTANCE OF 751.67 FEET TO A POINT; THENCE NORTH 87°32'39" WEST A DISTANCE OF 117.26 FEET TO THE PRINCIPAL PLACE OF BEGINNING;</p> <p>THENCE NORTH 87°32'39" WEST A DISTANCE OF 170.00 FEET TO A POINT; THENCE NORTH 02°27'21" EAST A DISTANCE OF 25.00 FEET TO A POINT; THENCE SOUTH 87°32'39" EAST A DISTANCE OF 170.00 FEET TO A POINT; THENCE SOUTH 02°27'21" WEST A DISTANCE OF 25.00 FEET TO THE PRINCIPAL PLACE OF BEGINNING CONTAINING 4,250.00 SQ. FT. OR 0.10 ACRES OF LAND</p>
<p style="text-align: center;">TEMPORARY GRADING AND CONSTRUCTION EASEMENT (C4) LEGAL DESCRIPTION</p> <p>SITUATED IN THE CITY OF CONWAY, COUNTY OF FAULKNER, AND STATE OF ARKANSAS KNOWN AS BEING A PART OF THE SW 1/4 SE 1/4 OF SECTION 2, T5N, R14W AND IS FURTHER BOUNDED AND DESCRIBED AS FOLLOWS;</p> <p>BEGINNING AT THE SOUTHEAST CORNER OF POMPE PARK CONVEYED TO THE CITY OF CONWAY BY DEED RECORDED IN DOCUMENT 2007-12696 IN THE FAULKNER COUNTY CIRCUIT CLERKS OFFICE ALSO BEING A CORNER IN THE NORTHERLY RIGHT-OF-WAY OF PRINCE STREET AS EXPANDED;</p> <p>THENCE ALONG AN EASTERLY LINE OF LAND SO CONVEYED TO THE CITY OF CONWAY NORTH 02°27'21" EAST A DISTANCE OF 736.67 FEET TO A POINT; THENCE NORTH 87°32'39" WEST A DISTANCE OF 117.26 FEET TO THE PRINCIPAL PLACE OF BEGINNING;</p> <p>THENCE SOUTH 02°27'21" WEST A DISTANCE OF 25.00 FEET TO A POINT; THENCE NORTH 87°32'39" WEST A DISTANCE OF 170.00 FEET TO A POINT; THENCE NORTH 02°27'21" EAST A DISTANCE OF 25.00 FEET TO A POINT; THENCE SOUTH 87°32'39" EAST A DISTANCE OF 170.00 FEET TO THE PRINCIPAL PLACE OF BEGINNING CONTAINING 4,250.00 SQ. FT. OR 0.10 ACRES OF LAND</p>	<p style="text-align: center;">TEMPORARY GRADING AND CONSTRUCTION EASEMENT (C5) LEGAL DESCRIPTION</p> <p>SITUATED IN THE CITY OF CONWAY, COUNTY OF FAULKNER, AND STATE OF ARKANSAS KNOWN AS BEING A PART OF THE SW 1/4 SE 1/4 OF SECTION 2, T5N, R14W AND IS FURTHER BOUNDED AND DESCRIBED AS FOLLOWS;</p> <p>BEGINNING AT THE SOUTHEAST CORNER OF POMPE PARK CONVEYED TO THE CITY OF CONWAY BY DEED RECORDED IN DOCUMENT 2007-12696 IN THE FAULKNER COUNTY CIRCUIT CLERKS OFFICE ALSO BEING A CORNER IN THE NORTHERLY RIGHT-OF-WAY OF PRINCE STREET AS EXPANDED;</p> <p>THENCE ALONG SAID RIGHT-OF-WAY NORTH 88°54'56" WEST A DISTANCE OF 177.10 FEET TO A POINT; THENCE NORTH 29°28'24" EAST A DISTANCE OF 58.74 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT A DISTANCE OF 48.33 FEET, SAID CURVE HAVING A RADIUS OF 55.00 FEET AND CHORD WHICH BEARS NORTH 54°38'41" EAST, 46.79 FEET TO A POINT OF TANGENCY; THENCE NORTH 79°48'58" EAST A DISTANCE OF 23.10 FEET TO A POINT; THENCE NORTH 44°06'03" EAST A DISTANCE OF 19.41 FEET TO A POINT; THENCE SOUTH 87°32'39" EAST A DISTANCE OF 57.97 FEET TO A POINT; THENCE NORTH 02°27'21" EAST A DISTANCE OF 108.13 FEET TO A POINT; THENCE NORTH 87°32'39" WEST A DISTANCE OF 98.00 FEET TO A POINT; THENCE NORTH 31°41'42" EAST A DISTANCE OF 71.49 FEET TO A POINT; THENCE SOUTH 87°32'39" EAST A DISTANCE OF 61.62 FEET TO A POINT; THENCE NORTH 02°27'21" EAST A DISTANCE OF 31.36 FEET TO A POINT; THENCE NORTH 87°32'39" WEST A DISTANCE OF 56.86 FEET TO A POINT; THENCE NORTH 02°27'21" EAST A DISTANCE OF 60.00 FEET TO A POINT; THENCE SOUTH 87°32'39" EAST A DISTANCE OF 51.86 FEET TO A POINT THENCE NORTH 02°27'21" EAST A DISTANCE OF 375.86 FEET TO A POINT; THENCE SOUTH 87°32'39" EAST A DISTANCE OF 25.00 FEET TO AN EASTERLY LINE OF LAND CONVEYED TO SAID POMPE PARK; THENCE ALONG SAID EASTERLY LINE SOUTH 02°27'21" WEST A DISTANCE OF 736.67 FEET TO THE PLACE OF BEGINNING CONTAINING 37,164.46 SQ. FT. OR 0.85 ACRES OF LAND</p>

EXHIBIT B

WAL-MART TRACT LEGAL DESCRIPTION

TRACT 1:

PART OF THE SE 1/4, SW 1/4 OF SECTION 2, T5N, R14W, FAULKNER COUNTY, ARKANSAS AND FURTHER KNOWN AS A PART OF A PARCEL OF LAND CONVEYED TO CLARA BAKER, TR. OF THE CLARA BAKER REVOCABLE TRUST BY DEED RECORDED IN DOC. #2000-15902 IN THE FAULKNER COUNTY CIRCUIT CLERK'S OFFICE AND IS FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN AHTD MONUMENT FOUND 40 FEET NORTH OF THE SOUTHEAST CORNER OF THE SE 1/4 SW 1/4 OF SECTION 2, T5N, R14W;

THENCE NORTH 88°55'16" WEST A DISTANCE OF 335.43 FEET TO AN IRON REBAR FOUND AT THE SOUTHEASTERLY CORNER OF POMPE PARK CONVEYED TO THE CITY OF CONWAY BY DEED RECORDED IN DOCUMENT 2007-12696 IN THE FAULKNER COUNTY CIRCUIT CLERKS OFFICE; THENCE ALONG THE EASTERLY LINE OF SAID POMPE PARK NORTH 02°27'21" EAST A DISTANCE OF 21.34 FEET TO A CAPPED IRON REBAR SET AT THE PRINCIPAL PLACE OF BEGINNING AT THE PREMISES HEREIN INTENDED TO BE DESCRIBED;

THENCE CONTINUING ALONG SAID EASTERLY LINE NORTH 02°27'21" EAST A DISTANCE OF 1078.85 FEET TO A CAPPED IRON REBAR SET; THENCE SOUTH 87°46'40" EAST A DISTANCE OF 301.05 FEET; THENCE SOUTH 02°13'53" WEST A DISTANCE OF 774.11 FEET; THENCE SOUTH 07°55'53" WEST A DISTANCE OF 55.27 FEET; THENCE SOUTH 02°15'13" WEST A DISTANCE OF 160.23 FEET; THENCE SOUTH 22°32'22" WEST A DISTANCE OF 50.62 FEET; THENCE SOUTH 65°04'23" WEST A DISTANCE OF 71.50 FEET; THENCE SOUTH 88°16'49" WEST A DISTANCE OF 103.77 FEET; THENCE NORTH 88°54'56" WEST A DISTANCE OF 115.05 FEET TO THE PRINCIPAL PLACE OF BEGINNING CONTAINING 322,008 SQ.FT. OR 7.39 ACRES OF LAND

TRACT 2:

PART OF THE SE 1/4 SW 1/4 OF SECTION 2, T5N, R14W, FAULKNER COUNTY, ARKANSAS AND FURTHER KNOWN AS THE WESTERLY 30 FEET OF FARRIS ROAD EXTENDED (UNIMPROVED) AND IS FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN AHTD MONUMENT FOUND 40 FEET NORTH OF THE SOUTHEAST CORNER OF THE SE 1/4 SW 1/4 OF SECTION 2, T5N, R14W;

THENCE NORTH 02°13'53" EAST, ALONG THE 1/4 SECTION LINE A DISTANCE OF 577.40 FEET TO THE PRINCIPAL PLACE OF BEGINNING OF THE PREMISES HEREIN INTENDED TO BE DESCRIBED; THENCE NORTH 87°45'20" WEST A DISTANCE OF 30.00 FEET; THENCE NORTH 02°13'53" EAST A DISTANCE OF 516.08 FEET; THENCE SOUTH 87°46'40" EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH 02°13'53" WEST A DISTANCE OF 516.09 FEET TO THE PRINCIPAL PLACE OF BEGINNING CONTAINING 15,483 SQ.FT. OR 0.355 ACRES OF LAND.

[Legal Description Continues On Following Page]

Tract 3:

PART OF THE SW 1/4 SE 1/4 OF SECTION 2, T5N, R14W, FAULKNER COUNTY, ARKANSAS AND FURTHER KNOWN AS THE EASTERLY 30 FEET OF FARRIS ROAD EXTENDED (UNIMPROVED) AND IS FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN AHTD MONUMENT FOUND 40 FEET NORTH OF THE SOUTHEAST CORNER OF THE SE 1/4 SW 1/4 OF SECTION 2, T5N, R14W;

THENCE NORTH 02°13'53" EAST, ALONG THE 1/4 SECTION LINE A DISTANCE OF 577.40 FEET TO THE PRINCIPAL PLACE OF BEGINNING OF THE PREMISES HEREIN INTENDED TO BE DESCRIBED; THENCE CONTINUING NORTH 02°13'53" EAST A DISTANCE OF 516.09 FEET; THENCE SOUTH 87°46'40" EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH 02°13'53" WEST A DISTANCE OF 516.10 FEET; THENCE NORTH 87°45'20" WEST A DISTANCE OF 30.00 TO THE PRINCIPAL PLACE OF BEGINNING CONTAINING 15,483 SQ.FT. OR 0.355 ACRES OF LAND.



CONWAY PLANNING COMMISSION

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

August 21, 2012

Council Members
Conway, AR 72032

Dear Council Members:

The Planning Commission's nominating committee completed its task of interviewing applicants for the position that became vacant when Commissioner Tony Davis moved out of state. The committee submitted the name of Bill Yates for approval to the full Planning Commission. The vote was unanimous to recommend Mr. Yates to the City Council for approval to serve on the Planning Commission. It was also the recommendation of the committee that Commissioner Anne Tucker actually be switched to fulfill the remainder of Mr. Davis's term to end in 2015 and Mr. Yates complete the term currently being served by Ms. Tucker who had been appointed to fill a vacancy that would end December 31, 2013.

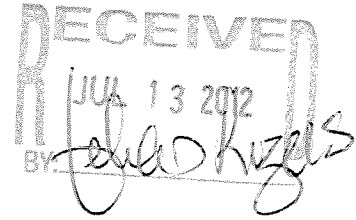
1. Bill Yates — End of Year 2013
2. Anne Tucker — End of 2015

A Planning Commission representative plans to attend the City Council meeting on Tuesday, August 28, and will be pleased to share details of the selection process that culminated in these recommendations and to answer any questions the Council may have.

Submitted by,

Craig Cloud, Chairman
Planning Commission

Attachment:
Nomination Form



City of Conway

www.cityofconway.org

Board/Commission Nomination Form:

Date: 7/11/12

Board applying for: (One board per form)

Planning Commission

(If you are applying for more than one board, you will only need to fill out the second page once.)

Person Nominated: Bill Yates
Address: 1440 Gardenia City, State, Zip Conway AR 72034
Phone/Home: 329-5494 Work: N/A

Person making nomination: Jack Bell
Address: 1201 Oak
Phone/Home: 327-3772 Work: 450-6110

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

Please provide the following information for consideration to a City of Conway Board/Commission. List community/civic activities. Indicate activities in which you (or your nominee) are or have been involved.

Former Member of Conway Planning Commission and Conway City Council.

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

Bill is retired Military and UCA administration. As former Council member he brings a different perspective.

What contributions do you hope to make?

He will attend meetings and prepare in advance by examining projects on the agenda.

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

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

Age: 13 Sex: M Race: W

Occupation: Retired Ward: 1

Email Address: bcyates@conwaycup.net

[Signature]
Signature of Applicant or Nominator

1/12/12
Date



City of Conway, Arkansas
Ordinance No. O-12- _____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 1311 AND 1317 BRUCE STREET FROM R-2A TO R-2:

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

SECTION 1: The Zoning District Boundary Map of the Conway Land Development Code be amended by changing all the **R-2A** symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

The west 60 feet of lots 11, 12; 13 and 14 of Block 11 of Daviess and Garvins Subdivision to the City of Conway, Arkansas, as shown on Plat of Record in Plat Book A, Page 46, Records of Faulkner County, Arkansas. And also part of Lots 11, 12 and 13 of Block 11 of Daviess and Garvins Subdivision to the City of Conway, Arkansas, as shown on Plat of Record in Plat Book A, Page 46, Records of Faulkner County, Arkansas, more particularly described as follows:

Beginning at a point 90 feet west of the Northeast Corner of said Lot 11 and run thence west 90 feet, thence south 195 feet; thence east 90 feet; thence north 195 feet to the Point of Beginning.

to those of **R-2**, and a corresponding use district is hereby established in the area above described and said property is hereby rezoned.

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

PASSED this 28th day of August, 2012.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

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

August 21, 2012

Council Members
Conway, AR 72032

Dear Council Members:

Dennis Spradlin request for rezoning from R-2A to R-2 for property located at 1311 and 1317 Bruce Street with the legal description

The west 60 feet of lots 11, 12; 13 and 14 of Block 11 of Daviess and Garvins Subdivision to the City of Conway, Arkansas, as shown on Plat of Record in Plat Book A, Page 46, Records of Faulkner County, Arkansas. And also part of Lots 11, 12 and 13 of Block 11 of Daviess and Garvins Subdivision to the City of Conway, Arkansas, as shown on Plat of Record in Plat Book A, Page 46, Records of Faulkner County, Arkansas, more particularly described as follows:

Beginning at a point 90 feet west of the Northeast Corner of said Lot 11 and run thence west 90 feet, thence south 195 feet; thence east 90 feet; thence north 195 feet to the Point of Beginning.

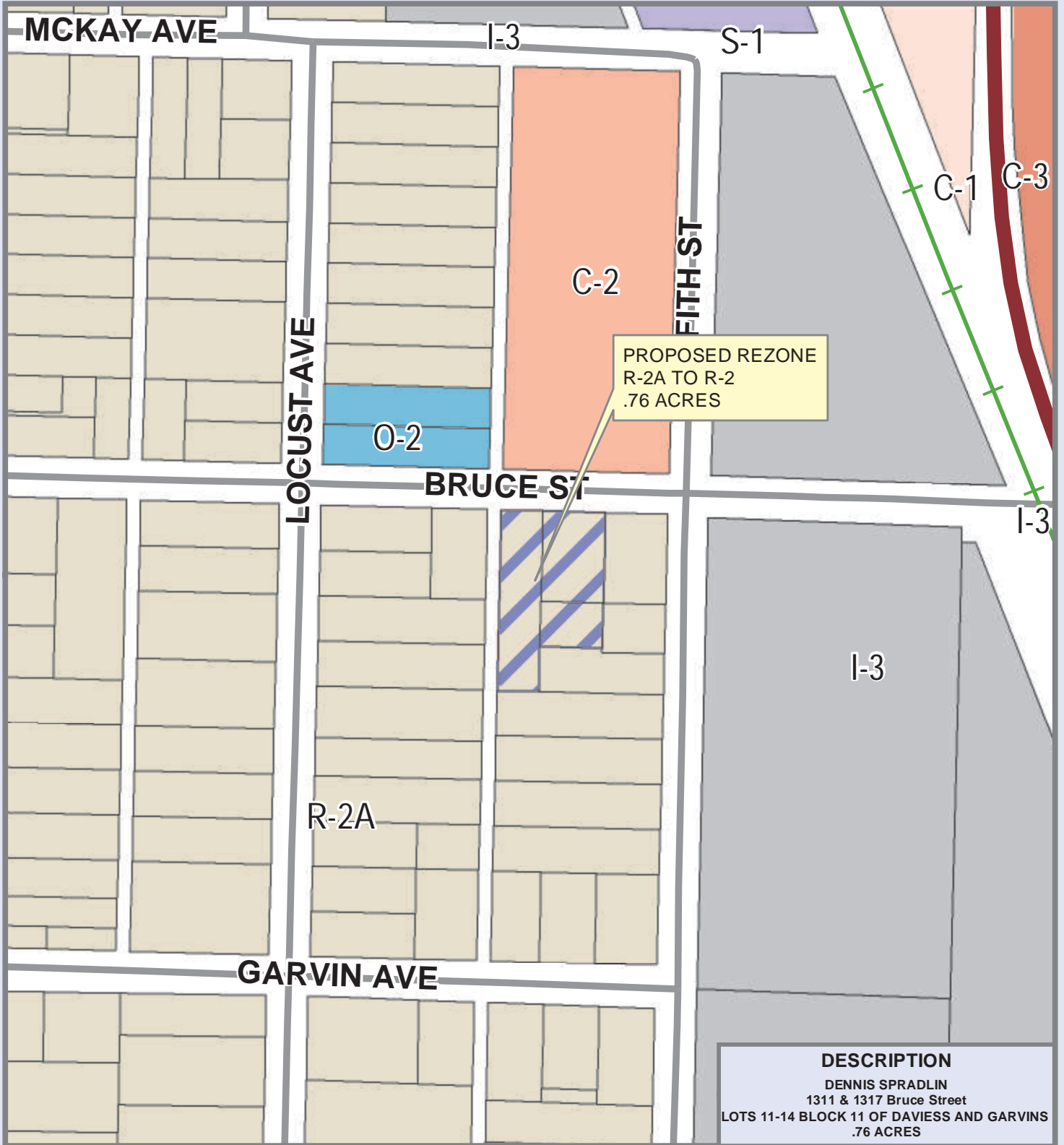
was reviewed by the Planning Commission at its regular meeting on Monday, August 20, 2012 after being held in committee at the July 16 regular Planning Commission meeting. The Planning Commission voted unanimously that the request be sent to the City Council with a recommendation for approval.

Submitted by,

Craig Cloud, Chairman
Planning Commission

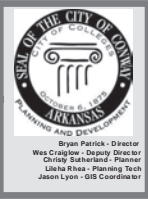
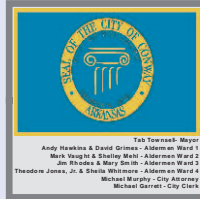
CITY OF CONWAY

DENNIS SPRADLIN REZONE R-2A TO R-2

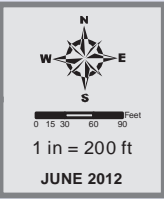


PROPOSED REZONE
R-2A TO R-2
.76 ACRES

DESCRIPTION
DENNIS SPRADLIN
1311 & 1317 Bruce Street
LOTS 11-14 BLOCK 11 OF DAVIESS AND GARVINS
.76 ACRES



<ul style="list-style-type: none"> — INTERSTATE — MAJOR ARTERIAL — MINOR ARTERIAL — COLLECTOR — RESIDENTIAL — PRIVATE ROAD — INTERSTATE RAMP — RAILROADS 	<ul style="list-style-type: none"> — LOT LINE — STREAMS — LAKES & PONDS — CITY LIMITS 	Residential R-1 R-2A R-2 HR SR MF-1 MF-2 MF-3 RMH	Industrial I-1 RU-1 I-3 Special SP S-1 A-1 PUD TJ	Commercial Office C-1 C-2 C-3 C-4 O-1 O-2 O-3
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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 HIS WEBSITE:
gsc.cityofconway.org (UNDER DEVELOPMENT)
 E-MAIL: Jason.Lyon@CityOfConway.org

Printing Date: 6/12/2012
 File Name: Map02120610001202SPRADLIN R-2A.rvt
 Prepared by: Jason Lyon



City of Conway, Arkansas
Ordinance No. O-12- _____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE FIVE TRACTS OF PROPERTY LOCATED ALONG LOLLIE AND SAND GAP ROADS FROM A-1 TO I-3:

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

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

The West $\frac{1}{2}$ SE $\frac{1}{4}$, Section 19, Township 5 North, Range 14 West, Faulkner County, Arkansas, containing 80.47 acres, more or less.

A part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ and also a part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 30, Township 5 North, range 14 West, Faulkner County, Arkansas, more particularly described as beginning at the NW corner of the SW $\frac{1}{4}$, NW $\frac{1}{4}$; thence South 89 degrees 03 minutes 49 seconds East 912.79 feet to the east line of the Arkansas River levee; thence along said river levee South 24 degrees 18 minutes 27 seconds West 422.95 feet; thence to a point South 09 degrees 16 minutes 33 seconds West 825.77 feet; thence South 31 degrees 12 minutes 36 seconds West 1324.38 feet; thence leaving said river levee North 01 degrees 58 minutes 15 seconds East 2349.44 feet along the west line of Section 30, Township 5 North, Range 14 West to the point of beginning, containing 29.03 acres more or less.

ALSO, part NW $\frac{1}{4}$ and part N $\frac{1}{2}$ SW $\frac{1}{4}$, all in Section 30, Township 5 North, Range 14 West, Faulkner County, Arkansas, more particularly described as beginning at the southwest corner of said N $\frac{1}{2}$ SW $\frac{1}{4}$; thence south 89 degrees 03 minutes 04 seconds east 387.43 feet along the south line of said N $\frac{1}{2}$ to the true point of beginning; thence leaving said south line north 01 degrees 58 minutes 15 seconds east 660.00 feet; thence north 89 degrees 03 minutes 04 seconds west 180.75 feet to a point on the east line of the Arkansas River levee; thence along the Arkansas River levee to a point north 31 degrees 12 minutes 36 seconds east 901.31 feet; thence to a point north 09 degrees 16 minutes 33 seconds east 825.77 feet; thence to a point north 24 degrees 18 minutes 27 seconds east 1160.17 feet; thence leaving said river levee south 89 degrees 13 minutes 55 seconds east 1478.98 feet; thence south 01 degrees 56 minutes 11 seconds west 3325.71 feet to the southeast corner of the N $\frac{1}{2}$ SW, Section 30, Township 5 North, Range 14 West; thence north 89 degrees 03 minutes 04 seconds west 2286.47 feet along the south line of said N $\frac{1}{2}$ to the point of beginning, containing 153.43 acres, more or less.

Part of the NE $\frac{1}{4}$, Section 36 and a part of the SW $\frac{1}{4}$, Section 36 and a part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 35 all in Township 5 North, Range 15 West, all in Faulkner County, Arkansas, more particularly described as beginning at the SW corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 36 and run thence North 88 degrees 02 minutes 42 seconds West 1320.25 feet to the SW corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 36, thence North 88 degrees 10 minutes 16 seconds West 99.00 feet; thence South 01 degrees 29 minutes 33 seconds West 379.50 feet; thence South 88 degrees 10 minutes 16 seconds East 99.00 feet;

thence South 01 degrees 29 minutes 33 seconds West along the East line of the SW ¼, Section 36, Township 5 North, Range 15 West 658.50 feet; thence south 45 degrees 04 minutes 63 seconds west 1492.07 feet; thence north 44 degrees 55 minutes 57 seconds west 730.68 feet to the east line of the Arkansas River levee; thence to a point North 41 degrees 07 minutes 16 seconds East 402.97 feet; thence to a point north 37 degrees 46 minutes 25 seconds East 1621.27 feet; thence leaving said Arkansas River levee South 88 degrees 10 minutes 16 seconds East 341.45 feet to the SW corner of the SW ¼ NE ¼ of Section 36, Township 5 North, Range 15 West; thence along the West line of said SW ¼ NE ¼ North 01 degrees 30 minutes 09 seconds East 403.44 feet to a point on a line said line being a 20-foot offset perpendicular to the east line of the Arkansas River levee; thence North 39 degrees 42 minutes 25 seconds East 347.34 feet; thence North 39 degrees 29 minutes 45 seconds East 773.82 feet; thence North 33 degrees 37 minutes 31 seconds East 1195.63 feet; thence South 88 degrees 00 minutes 41 seconds East 1312.56 feet to the east line of the NE ¼ NE ¼, Section 36, Township 5 North, Range 15 West; thence along said east line South 01 degrees 28 minutes 28 seconds West 990.16 feet; thence North 88 degrees 00 minutes 41 seconds West 660.00 feet; thence South 01 degrees 28 minutes 28 seconds West 660.00 feet; thence south 46 degrees 47 minutes 10 seconds West 928.85 feet, to the point of beginning containing 120.27 acres, more or less.

Part of the NW ¼, Section 1, Township 4 North, Range 15 West, and part of the NE ¼, Section 2, Township 4 North, Range 15 West, all in Faulkner County, Arkansas more particularly described as beginning at the NW corner of Section 1, T4N, R15W, and run thence along the west line of said Section 1 south 01 degrees 37 minutes 29 seconds west 612.08 feet, to a point which is the point of beginning; thence south 44 degrees 55 minutes 57 seconds east 727.49 feet; thence south 45 degrees 04 minutes 03 seconds west 1192.29 feet to the south line of the N S NE, Section 2, Township 4 North, Range 15 West; thence North 87 degrees 19 minutes 21 seconds West 1,842.46 feet to a point on the east line of the Arkansas River levee; thence along said levee to a point North 32 degrees 26 minutes 50 seconds East 996.20 feet; thence to a point North 48 degrees 38 minutes 09 seconds East 1,253.91 feet; thence south 44 degrees 55 minutes 57 seconds east 745.95 feet, to the point of beginning, containing 63.62 acres, more or less.

to those of I-3, and a corresponding use district is hereby established in the area above described and said property is hereby rezoned.

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

PASSED this 28th day of August, 2012.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

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

August 21, 2012

Council Members
Conway, AR 72032

Dear Council Members:

Conway Development Corporation request for rezoning from A-1 to I-3 for five tracts of property located along Lollie Road and Sand Gap Road with the legal description

The West $\frac{1}{2}$ SE $\frac{1}{4}$, Section 19, Township 5 North, Range 14 West, Faulkner County, Arkansas, containing **80.47 acres**, more or less.

A part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ and also a part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 30, Township 5 North, range 14 West, Faulkner County, Arkansas, more particularly described as beginning at the NW corner of the SW $\frac{1}{4}$, NW $\frac{1}{4}$; thence South 89 degrees 03 minutes 49 seconds East 912.79 feet to the east line of the Arkansas River levee; thence along said river levee South 24 degrees 18 minutes 27 seconds West 422.95 feet; thence to a point South 09 degrees 16 minutes 33 seconds West 825.77 feet; thence South 31 degrees 12 minutes 36 seconds West 1324.38 feet; thence leaving said river levee North 01 degrees 58 minutes 15 seconds East 2349.44 feet along the west line of Section 30, Township 5 North, Range 14 West to the point of beginning, containing **29.03 acres** more or less.

ALSO, part NW $\frac{1}{4}$ and part N $\frac{1}{2}$ SW $\frac{1}{4}$, all in Section 30, Township 5 North, Range 14 West, Faulkner County, Arkansas, more particularly described as beginning at the southwest corner of said N $\frac{1}{2}$ SW $\frac{1}{4}$; thence south 89 degrees 03 minutes 04 seconds east 387.43 feet along the south line of said N $\frac{1}{2}$ to the true point of beginning; thence leaving said south line north 01 degrees 58 minutes 15 seconds east 660.00 feet; thence north 89 degrees 03 minutes 04 seconds west 180.75 feet to a point on the east line of the Arkansas River levee; thence along the Arkansas River levee to a point north 31 degrees 12 minutes 36 seconds east 901.31 feet; thence to a point north 09 degrees 16 minutes 33 seconds east 825.77 feet; thence to a point north 24 degrees 18 minutes 27 seconds east 1160.17 feet; thence leaving said river levee south 89 degrees 13 minutes 55 seconds east 1478.98 feet; thence south 01 degrees 56 minutes 11 seconds west 3325.71 feet to the southeast corner of the N $\frac{1}{2}$ SW, Section 30, Township 5 North, Range 14 West; thence north 89 degrees 03 minutes 04 seconds west 2286.47 feet along the south line of said N $\frac{1}{2}$ to the point of beginning, containing **153.43 acres**, more or less.

Part of the NE $\frac{1}{4}$, Section 36 and a part of the SW $\frac{1}{4}$, Section 36 and a part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 35 all in Township 5 North, Range 15 West, all in Faulkner County, Arkansas, more particularly described as beginning at the SW corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 36 and run thence North 88 degrees 02 minutes 42 seconds West 1320.25 feet to the SW corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 36, thence North 88 degrees 10 minutes 16 seconds West 99.00 feet; thence South 01 degrees 29 minutes 33 seconds West 379.50 feet; thence South 88 degrees 10 minutes 16 seconds East 99.00 feet; thence South 01 degrees 29 minutes 33 seconds West along the East line of the SW $\frac{1}{4}$, Section 36, Township 5 North, Range 15 West 658.50 feet; thence south 45 degrees 04 minutes 63 seconds west 1492.07 feet; thence north 44 degrees 55 minutes 57 seconds west 730.68 feet to the east line of the Arkansas River levee; thence to a point North 41 degrees 07 minutes 16 seconds East 402.97 feet; thence to a point north 37 degrees 46 minutes 25 seconds East 1621.27 feet; thence leaving said Arkansas River levee South 88 degrees 10 minutes 16 seconds East 341.45 feet to the SW corner

of the SW ¼ NE ¼ of Section 36, Township 5 North, Range 15 West; thence along the West line of said SW ¼ NE ¼ North 01 degrees 30 minutes 09 seconds East 403.44 feet to a point on a line said line being a 20-foot offset perpendicular to the east line of the Arkansas River levee; thence North 39 degrees 42 minutes 25 seconds East 347.34 feet; thence North 39 degrees 29 minutes 45 seconds East 773.82 feet; thence North 33 degrees 37 minutes 31 seconds East 1195.63 feet; thence South 88 degrees 00 minutes 41 seconds East 1312.56 feet to the east line of the NE ¼ NE ¼, Section 36, Township 5 North, Range 15 West; thence along said east line South 01 degrees 28 minutes 28 seconds West 990.16 feet; thence North 88 degrees 00 minutes 41 seconds West 660.00 feet; thence South 01 degrees 28 minutes 28 seconds West 660.00 feet; thence south 46 degrees 47 minutes 10 seconds West 928.85 feet, to the point of beginning containing **120.27 acres**, more or less.

Part of the NW ¼, Section 1, Township 4 North, Range 15 West, and part of the NE ¼, Section 2, Township 4 North, Range 15 West, all in Faulkner County, Arkansas more particularly described as beginning at the NW corner of Section 1, T4N, R15W, and run thence along the west line of said Section 1 south 01 degrees 37 minutes 29 seconds west 612.08 feet, to a point which is the point of beginning; thence south 44 degrees 55 minutes 57 seconds east 727.49 feet; thence south 45 degrees 04 minutes 03 seconds west 1192.29 feet to the south line of the N S NE, Section 2, Township 4 North, Range 15 West; thence North 87 degrees 19 minutes 21 seconds West 1,842.46 feet to a point on the east line of the Arkansas River levee; thence along said levee to a point North 32 degrees 26 minutes 50 seconds East 996.20 feet; thence to a point North 48 degrees 38 minutes 09 seconds East 1,253.91 feet; thence south 44 degrees 55 minutes 57 seconds east 745.95 feet, to the point of beginning, containing **63.62 acres**, more or less.

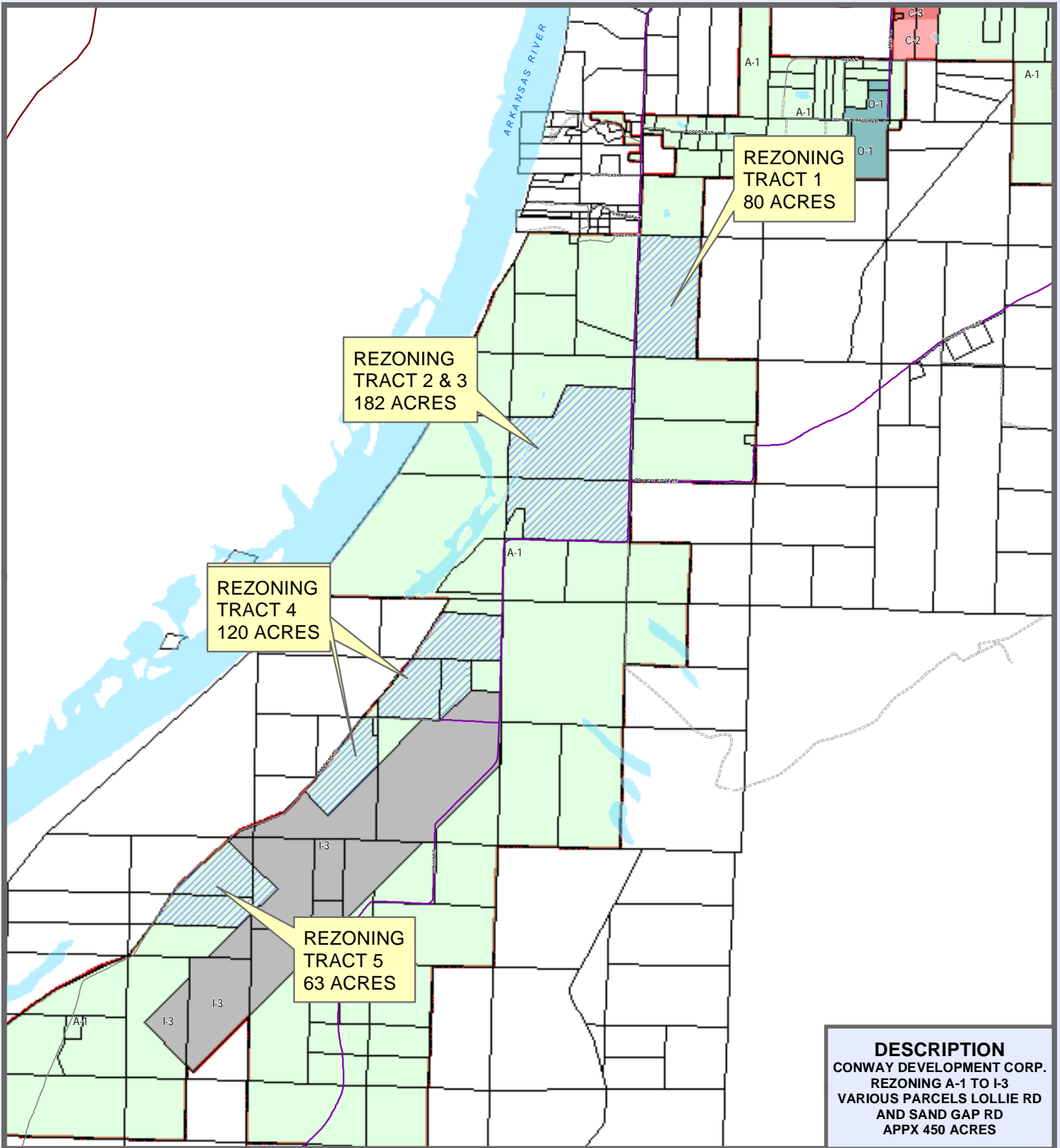
was reviewed by the Planning Commission at its regular meeting on Monday, August 20, 2012. The Planning Commission voted 7 – 0 –1 that the request be sent to the City Council with a recommendation for approval. Commissioner Matthew Brown abstained from voting.

Submitted by,

Craig Cloud, Chairman
Planning Commission

CITY OF CONWAY

CONWAY DEVELOPMENT CORPORATION -- REZONE A-1 TO I-3



DESCRIPTION
CONWAY DEVELOPMENT CORP.
REZONING A-1 TO I-3
VARIOUS PARCELS LOLLIE RD
AND SAND GAP RD
APPX 450 ACRES

TAB TOWNSEND - Mayor
 Andy Hawkins & David Grimes - Aldermen Ward 1
 Mark Vaughn & Shirley Nell - Aldermen Ward 2
 Jim Ruckel & 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 Craythorn - Deputy Director
 Christy Sutherland - Planner
 Liela Rhee - Planning Tech
 Jason Lyon - GIS Coordinator

CONWAY PLANNING COMMISSION
Craig Cloud - Chair
Chris Steplock - Vice-Chair

<ul style="list-style-type: none"> — INTERSTATE — MAJOR ARTERIAL — MINOR ARTERIAL — COLLECTOR — RESIDENTIAL — PRIVATE ROAD — INTERSTATE RAMP — RAILROADS 	<ul style="list-style-type: none"> — LOT LINE — STREAMS — LAKES & PONDS — CITY LIMITS 	<p>Residential</p> <ul style="list-style-type: none"> R-1 R-2A R-2 HR SR <p>Commercial</p> <ul style="list-style-type: none"> C-1 C-2 C-3 C-4 	<p>Industrial</p> <ul style="list-style-type: none"> MF-1 MF-2 MF-3 RMH <p>Special</p> <ul style="list-style-type: none"> SP S-1 A-1 PUD TJ 	<p>Other</p> <ul style="list-style-type: none"> I-1 I-3 RU-1 I-3
--	---	--	--	---

0 250 500 1,000 1,500 Feet
1 in = 3,000 ft
AUGUST 2012

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 GIS WEBSITE:
 gis.cityofconway.org (UNDER DEVELOPMENT)
 E-MAIL: Jason.Lyon@CityofConway.org

Printing Date: 8/3/2012
 File: Monthly Maps\2012\20120803\2012 CDC REZ.mxd
 Prepared By: Jason Lyon



City of Conway, Arkansas
Ordinance No. O-12- _____

**AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO
 REZONE PROPERTY LOCATED AT 1900 SOUTH AMITY ROAD FROM I-3 TO R-1:**

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

SECTION 1: The Zoning District Boundary Map of the Conway Land Development Code be amended by changing all the **I-3** symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

Part of the SW¼ NW¼, Section 21, Township 5 North, Range 13 West, Faulkner County, Arkansas, described as commencing at the southwest corner of said SW¼ NW¼ and run thence east along the south line of said SW¼ NW¼ 28 feet to the point of beginning; thence continue east along said south line 132 feet; thence north 330 feet; thence west 132 feet; thence south 330 feet to the point of beginning, containing 1.00 acre, more or less.

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

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

PASSED this 28th day of August, 2012.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

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

August 21, 2012

Council Members
Conway, AR 72032

Dear Council Members:

William Havens request for rezoning from I-3 to R-1 for property located at 1900 South Amity Road with the legal description

Part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 21, Township 5 North, Range 13 West, Faulkner County, Arkansas, described as commencing at the southwest corner of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ and run thence east along the south line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ 28 feet to the point of beginning; thence continue east along said south line 132 feet; thence north 330 feet; thence west 132 feet; thence south 330 feet to the point of beginning, containing 1.00 acre, more or less.

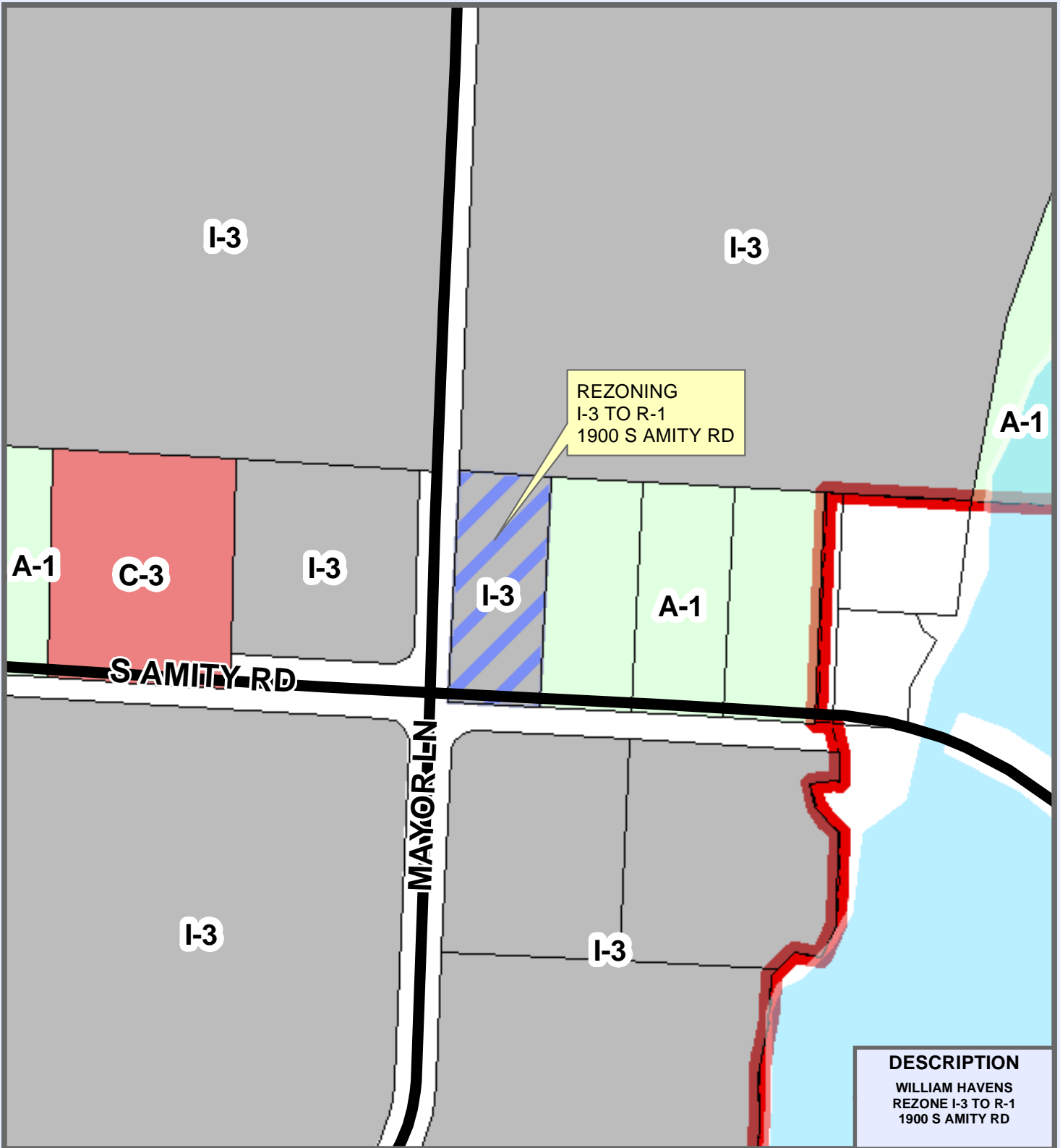
was reviewed by the Planning Commission at its regular meeting on Monday, August 20, 2012. The Planning Commission voted unanimously that the request be sent to the City Council with a recommendation for approval.

Submitted by,

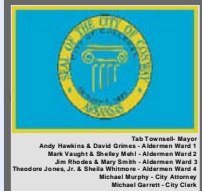
Craig Cloud, Chairman
Planning Commission

CITY OF CONWAY

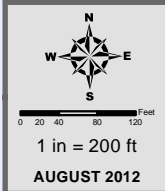
WILLIAM HAVENS REZONING I-3 TO R-1



DESCRIPTION
WILLIAM HAVENS
REZONE I-3 TO R-1
1900 S AMITY RD



INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	I-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	MF-1
COLLECTOR	CITY LIMITS	R-2	MF-2
RESIDENTIAL		HR	MF-3
PRIVATE ROAD		SR	RMH
INTERSTATE RAMP			
RAILROADS		Commercial	Office
		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	
			Special
			SP
			S-1
			A-1
			PUD
			TJ



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 HIS WEBSITE:
gis.cityofconway.org (UNDER DEVELOPMENT)
 E-MAIL: Jason.Lyon@CityofConway.org

Printing Date: 8/3/2012
 File: Monthly Maps/2012/08/02/0212/RELLER_JOHNSON_C3.mxd
 Prepared By: Jason Lyon



City of Conway, Arkansas
Ordinance No. O-12-_____

AN ORDINANCE AMENDING ORDINANCE O-04-25 SECTION 1. (4) ESTABLISHING AN ELEVATOR/LOBBY KEY BOX PROCEDURE; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES;

WHEREAS, Conway Fire Department desires to add a section to the Key Lock Box Ordinance with the addition to Elevator / Lobby Key Boxes.

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

Section 1. Ordinance O-04-25 Section 1 (4) and Title 2 Section 2.60.04; Section D (Lock Boxes) of the Conway Municipal Code is hereby amended by the following addition:

- (4) All new commercial/residential buildings that are equipped with an elevator:
1. The Knox Authorization order form can be obtained from Conway Fire Department located at 1401 Caldwell between 8:00am – 4:00pm.
 2. The Elevator/Lobby key box shall be Standard Elevator Box 1400 series.
 3. The Elevator/Lobby key box shall be mounted to the right side of the elevator door at least 5 feet above ground level.
 4. If multiple elevators exist in the building, please contact Fire Marshal's Division at 501-450-6148 for placement. Only 1 per building is required.
 5. Elevator door (drop key) and Fire Department run key must be obtained by owner from the elevator installation company.

Section 2. This ordinance is necessary for the protection of the public peace, health and safety, an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

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

PASSED this 28th day of August 2012.

Approved:

Attest:

Mayor Tab Townsell

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Ordinance No. O-12-_____**

AN ORDINANCE SETTING FORTH FIRE PERMIT REQUIREMENTS FOR ANY WORK IN THE CITY OF CONWAY THAT WILL REQUIRE A SPECIAL INSPECTION FROM THE FIRE MARSHAL'S DIVISION; WITH THE CONWAY FIRE DEPARTMENT FOR A CERTIFICATE TO OCCUPY; AND FOR OTHER PURPOSES.

WHEREAS, The Conway Fire Department Fire Marshal's Division has a need to obtain such permits in an effort to better provide life safety protection for our city's commercial occupancies; and

WHEREAS, The City of Conway Fire Department Fire Marshal's Division performs inspections for various projects including but not limited to sprinkler, alarm, and ventilation/hood suppression installations; and

WHEREAS, The Fire Permit will be required by the Conway Fire Department Fire Marshal's Division and is separate from what is required from the City of Conway Planning Department.

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

SECTION 1. The City Council hereby adopts by reference that certain ordinances and codes entitled "An Ordinance Setting forth fire permit requirements for any work in the City of Conway that will require a special inspection from the Fire Marshal's Division with the Conway Fire Department and for other purposes", which is attached to this ordinance. Three (3) copies of the code have been filed electronically in the office of the Clerk/Treasurer for inspection and view by the public prior to the passage of this Ordinance and the code has been posted on the web site of the City of Conway.

SECTION 2. The City has given notice to the public by publication in a paper of general circulation with the city of Conway, stating, that copies of the code, or the pertinent parts thereof, and the related documents are open to public examination prior to the passage for this ordinance.

SECTION 3. That the Conway Fire Permit code be codified within Title 2, Classification, Administration and Personnel by the addition of Section 2.60.0, Conway Fire Permit.

SECTION 4. All ordinances and municipal codes in conflict herewith are repealed to the extent of the conflict.

SECTION 5. This ordinance shall have an effective date of January 1, 2013 and shall otherwise be in full force and effect from and after its passage and publication.

Passed this 28th day of August, 2012.

Approved:

Attest:

Mayor Tab Townsell

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



City of Conway, Arkansas
Ordinance No. O-12- _____

**AN ORDINANCE AUTHORIZING PERSONNEL CHANGES WITHIN THE CONWAY FIRE DEPARTMENT, AND
 FOR OTHER PURPOSES:**

WHEREAS, the Conway Fire Department has determined that it can bring the department in line with American Fire Service across the nation through the deletion of the Lieutenant Rank; and

WHEREAS, The Conway Fire Department requests reclassifying all Lieutenants as Captains; and

WHEREAS, The Conway Fire Department requests changing the Years of Service Promotional Eligibility Standard from 6, 9, and 12 years to 5, 10, and 15 years giving a more knowledgeable and experienced pool of applicants, if approved herein; and

WHEREAS, the authorized staffing level will remain the same.

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

SECTION 1. The City of Conway shall authorize the reclassification of Lieutenants to Captains.

SECTION 2. The City of Conway shall authorize the change for Years of Service Promotional Eligibility Standard.

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

PASSED this 28th day of August, 2012

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

City of Conway
Finance Department
Tyler Wunningham, CFO
1201 Oak Street
Conway, AR 72032
www.cityofconway.org

Memo:

To: Mayor Tab Townsell
CC: City Council Members
Tyler Wunningham, CFO
From: Brenda Yarbrough, Finance Department
Date: August 22nd, 2012
Re: Disposals of Property

The attached listing details items to be removed from the fixed assets (inventory). I would like to request approval to remove these items from our inventory listing and to dispose of them. The Physical Plant vehicles will be used at the Conway Fire Department training facilities and the Conway Police Department will offer via auction on www.publicsurplus.com.

Please advise if you have any questions.

Department	NEW LISTING OF DISPOSALS 2012		Disposals	
Physical Plant	1993 Dodge Spirit (65329)		Fire Training	
Physical Plant	1995 GMC Truck (43831)		Fire Training	
Physical Plant	1998 Chevy 4x4 2500 (15028)		Fire Training	
CPD	2003 Chevy Impala (68076)		Auction	
CPD	2002 Chevy Impala (94647)		Auction	
CPD	2003 Chevy Impala (69025)		Auction	
CPD	2003 Ford Crown Vic (78890)		Auction	
CPD	1997 Ford Crown Vic (46415)		Auction	
CPD	2007 Ford Crown Vic (59127)		Auction	
CPD	2007 Ford Crown Vic (59128)		Auction	
CPD	2007 Ford Crown Vic (59129)		Auction	
CPD	2007 Ford Crown Vic (59132)		Auction	
CPD	2003 Ford Crown Vic (49185)		Auction	



City of Conway, Arkansas
Monthly Financial Reports
July 31, 2012

City of Conway
 Monthly Financial Report - General Fund
 For the month ended July 31, 2012



Revenues	Budget	Month	Year to	Encumbered	(Over)/Under	%
		Activity	Date		Budget	Expend/Collect
Ad Valorem Tax	2,863,135	94,383	1,220,618		1,642,518	43%
Payments in Lieu of Tax	58,560	-	1,744		56,816	3%
State Tax Turnback	1,600,000	262,798	743,454		856,546	46%
Sales Tax	16,205,000	1,402,472	9,653,382		6,551,618	60%
Beverage Tax	335,000	65,541	228,846		106,154	68%
Franchise Fees	2,612,300	198,763	1,483,067		1,129,233	57%
Airport Revenue	51,800	6,140	42,977		8,824	83%
Airport Fuel Sales .05 / GAL	7,500	904	6,424		1,076	86%
Permits	626,700	41,720	297,003		329,697	47%
ACIEA Revenues	-	14,013	16,826		(16,826)	100%
Dog Tags & Fees	25,000	1,380	13,153		11,847	53%
Municipal Court Fines and Fees	750,000	67,467	424,275		325,725	57%
Law Enforcement	795,301	30,710	379,724		415,577	48%
State Grant Revenues	40,000	-	-		40,000	0%
Insurance Proceeds	14,186	-	14,237		(51)	100%
Parks	389,000	18,876	324,957		64,043	84%
Interest Income	4,000	411	1,344		2,656	34%
Act 749 Public Safety	1,000	104	781		219	78%
Donations	8,325	760	10,480		(2,155)	100%
Act 833 Revenue	-	-	38,961		(38,961)	100%
Other Grant Revenues	50,000	-	-		50,000	0%
Miscellaneous Revenues	91,700	10,482	96,283		(4,583)	105%
Transfers from Other Funds	510,862	-	1,176,250		(665,388)	230%
Total Revenues	27,039,369	2,216,922	16,174,787	-	10,864,583	60%
Expenditures						
Admin (Mayor, HR)	517,999	34,637	252,064	665	265,270	49%
Finance	340,022	36,351	192,289	17,112	130,620	57%
City Clerk/Treasurer	200,683	16,838	97,771	-	102,911	49%
City Council	88,273	6,351	42,737	-	45,536	48%
Permits and Planning	741,787	66,805	393,878	561	347,348	53%
Physical Plant	390,316	38,890	212,571	2,611	175,133	54%
Fleet Maintenance	279,441	18,683	103,929	3,719	171,793	37%
Information Technology	711,422	42,087	388,131	71,747	251,545	55%
Airport	32,500	2,687	88,712	-	(56,212)	273%
Nondepartmental	597,880	36,107	331,241	2,824	263,814	55%
Police	9,938,365	924,448	5,332,229	33,940	4,572,195	54%
Animal Welfare	373,980	35,052	188,654	5,965	179,361	50%
Municipal District Court	830,561	87,508	486,111	-	344,450	59%
City Attorney	270,211	23,655	135,596	159	134,457	50%
Fire	8,339,776	709,204	4,562,353	110,645	3,666,778	55%
Parks	2,477,996	226,544	1,265,463	27,647	1,184,885	51%
Total Expenditures	26,131,211	2,305,849	14,073,730	277,597	11,779,884	54%
Net Revenue/(Expense)	908,158		2,101,057			

*All figures are unaudited

Notes:

- 1) Budget column is current budget which includes all year-to-date adjustments, if any.
- 2) Airport expenditures are high due to paying \$48,000 and \$24,000 invoices to Garver Engineers for new airport terminal design. This will be reimbursed by the promissory note with First Security Bank once the first funds are drawn.

City of Conway
General Fund
2012



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-12-07	1/24/12	New phone system at City Hall	20,000
O-12-13	2/28/12	Update city-wide salary study	3,000
O-12-18	3/13/12	Match to DHS grant for fire radios	45,545
O-12-20	3/13/12	Replace an outdoor warning siren	20,000
O-12-29	3/27/12	Flame resistant uniforms for fire dept	10,781
O-12-31	3/27/12	City's portion of new 911 system	54,270
O-12-43	4/24/12	Animal Welfare fuel	10,000
O-12-44	4/24/12	Civil Service Commission testing	19,600
O-12-49	5/8/12	Software and network switches for IT	95,600
O-12-60	6/26/12	Employee appreciation bonus	460,781
			<u>739,577</u>

City of Conway
 Balance Sheet - General Fund
 For the month ended July 31, 2012



Cash - Operating	2,735,926
Petty Cash	715
Taxes Receivable	2,841,538
Accounts Receivable	3,873,342
Due from Other Funds	95,968
Due from Street	67,187
Due from Component Unit	141,666
Due from Municipal Court	(63,790)
Fleet Inventory	35,923
Fuel Inventory	41,820
General Inventory	(2,676)
<i>Assets</i>	<u>9,767,620</u>
Trade Accounts Payable	(419,347)
Group Insurance Payable	4,944
LOPFI Payable	39,528
Misc. Deductions Payable	(15,880)
Held for Others - Friends of the Animals	3,034
Due to Other Funds	513,308
¹ Due to Component Unit (Conway Corp Loan)	200,000
Deferred Revenue	3,315,042
<i>Liabilities</i>	<u>3,640,629</u>
<i>Fund Balance</i>	<u>6,126,991</u>
<i>Total Liabilities & Fund Balance</i>	<u>9,767,620</u>

*All figures are unaudited

¹ To help with the cost of the new airport that the FAA grant does not cover. Will receive State funding for this, but not until the end of the grant cycle.

City of Conway
 Monthly Financial Report - Street Fund
 For the month ended July 31, 2012



	<u>Budget</u>	<u>Month Activity</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>(Over)/Under Budget</u>	<u>% Expend/Collect</u>
Revenues						
Ad Valorem Tax	1,200,000	65,944	539,101		660,899	45%
Payments in Lieu of Tax	10,000	-	848		9,152	8%
State Tax Turnback	2,500,000	221,158	1,485,499		1,014,501	59%
Sales Tax	250,000	19,651	142,724		107,276	57%
Sign Permits	500	-	-		500	0%
Engineering Fees	10,000	850	5,750		4,250	58%
Interest Income	20,000	185	2,171		17,829	11%
Miscellaneous Revenues	200,000	35	1,555		198,445	1%
Total Revenues	4,190,500	307,823	2,177,647	-	2,012,853	52%
Expenditures						
Personnel Costs	2,012,138	177,821	1,080,249	-	931,889	54%
Other Operating Costs	2,123,401	241,482	923,812	83,438	1,116,150	44%
Total Operating Costs	4,135,539	419,304	2,004,062	83,438	2,048,039	48%
Capital Outlay	661,071	-	307,034	110,783	243,254	46%
Total Expenditures	4,796,610	419,304	2,311,096	194,221	2,291,293	48%
Net Revenue/(Expense)	(606,110)		(133,449)			

*All figures are unaudited

Notes:

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

City of Conway
Street Fund
2012



Fund Balance Appropriations

<u>Ordinance</u>	<u>Description</u>	<u>Amount</u>
O-12-01	Transportation for Boys & Girls Club, FCCDD	50,000
O-12-60	Employee appreciation bonus	<u>37,139</u>
		87,139

Fund Balance Adjustments - Budget Carryovers from 2011

1.	Street Paving & Reconstruction	117,900
2.	Construction in Progress	250,000
3.	Machinery & Equipment	<u>151,071</u>
		518,971

606,110

City of Conway
 Balance Sheet - Street Fund
 For the month ended July 31, 2012



Cash - Operating	701,345
Certificates of Deposit	300,000
Taxes Receivable	43,858
Accounts Receivable	1,641,740
Due from Other Funds	596,121
<i>Assets</i>	<u>3,283,094</u>
Trade Accounts Payable	39,515
Due to Other Funds	9,133
Due to General	60,028
Deferred Revenue	1,264,754
<i>Liabilities</i>	<u>1,373,346</u>
<i>Fund Balance</i>	<u>1,909,748</u>
<i>Total Liabilities & Fund Balance</i>	<u>3,283,094</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Sanitation
 For the month ended July 31, 2012



Revenues	Budget	Month Activity	Year to Date	Encumbered	(Over)/Under Budget	% Expend/Collect
Sanitation Fees	7,470,000	625,738	4,446,815		3,023,185	60%
Proceeds - Recycled Materials	746,000	25,170	253,604		492,396	34%
Landfill Fees - E Waste	10,000	-	-		10,000	0%
Landfill Fees - General	200,000	17,040	126,927		73,073	63%
Cart Revenues	150	-	-		150	0%
Miscellaneous Revenues	3,000	-	2		2,998	0%
Interest Income	45,000	4,810	33,830		11,170	75%
State Grant Revenues	3,770	-	68,570		(64,800)	100%
Insurance Proceeds	23,968	-	18,967		5,001	79%
Total Revenues	8,501,888	672,758	4,948,715	-	3,553,173	58%
Expenditures						
Personnel Costs	3,450,097	311,111	1,806,072	-	1,644,025	52%
Other Operating Costs	5,180,468	200,438	2,448,335	90,278	2,641,855	47%
Total Operating Costs	8,630,565	511,550	4,254,406	90,278	4,285,881	49%
Capital Outlay	47,662	-	33,631	-	14,032	71%
Total Expenditures	8,678,227	511,550	4,288,037	90,278	4,299,912	49%
Net Revenue/(Expense)	(176,339)		660,678			

*All figures are unaudited

Notes:

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

City of Conway
Sanitation Fund
2012



Fund Balance Appropriations

<u>Ordinance</u>	<u>Description</u>	<u>Amount</u>
O-12-60	Employee appreciation bonus	91,503

Fund Balance Adjustments - Budget Carryovers from 2011

1. Machinery & Equipment	77,836
2. Construction in Progress	<u>7,000</u>
	84,836

176,339

City of Conway
 Balance Sheet - Sanitation
 For the month ended July 31, 2012



Cash - Operating	2,250,080
Petty Cash	200
Post Closure Cash Account	3,553,825
Accounts Receivable	644,265
Due from Other Funds	65,165
General Inventory	2,122
Land & Buildings	4,394,619
Accum. Depr. - Buildings	(1,412,500)
Infrastructure	691,618
Accum. Depr. - Infrastructure	(307,051)
Machinery and Equipment	9,815,323
Accum. Depr. - M&E	(3,087,520)
Construction in Progress	689,767
<i>Assets</i>	<u>17,299,914</u>
Trade Accounts Payable	13,268
Salaries Payable	331,643
Group Insurance Payable	16,242
Other Accrued Expenses	855,700
Due to Other Funds	190
Accrued Interest Payable	32,255
2010 Recycling Note - US Bank	1,198,170
Landfill Close/Post Close	4,386,590
<i>Liabilities</i>	<u>6,834,058</u>
<i>Net Assets</i>	<u>10,465,856</u>
<i>Total Liabilities and Net Assets</i>	<u>17,299,914</u>

*All figures are unaudited

CITY OF CONWAY, ARKANSAS

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
AND
SINGLE AUDIT REPORTS

YEAR ENDED DECEMBER 31, 2011

CITY OF CONWAY, ARKANSAS
YEAR ENDED DECEMBER 31, 2011

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REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the City Council of the
City of Conway, Arkansas

We have audited the expenditures of federal awards programs of the City of Conway, Arkansas as of and for the year ended December 31, 2011. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

Management of the City of Conway, Arkansas is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered the City's internal control over financial reporting as a basis for designing our auditing procedures but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over financial reporting.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over financial reporting that might be significant deficiencies or material weaknesses and, therefore, there can be no assurance that all deficiencies, significant deficiencies, or material weaknesses have been identified. However, as described in the accompanying schedule of findings and questioned costs, we identified certain deficiencies in internal control over financial reporting that we consider to be material weaknesses.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiencies described in the accompanying schedule of findings and questioned costs as item 2011-01 to be material weaknesses.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's expenditures of federal awards programs are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The City's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. We did not audit the City's response and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of management, City Council, others within the entity, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Craft, Veach & Company

Craft, Veach & Company, PLC
North Little Rock, Arkansas
July 30, 2012



INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH REQUIREMENTS THAT COULD HAVE A DIRECT AND MATERIAL EFFECT ON EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

To the City Council of the
City of Conway, Arkansas

Compliance

We have audited the City of Conway, Arkansas's compliance with the types of compliance requirements described in the OMB Circular A-133 Compliance Supplement that could have a direct and material effect on each of the City's major federal programs for the year ended December 31, 2011. The City's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs is the responsibility of the City's management. Our responsibility is to express an opinion on the City's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the City's compliance with those requirements.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2011.

Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered the City's internal control over compliance with the requirements that could have a direct and material effect on a major federal program to determine the auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of management, City Council, others within the entity, federal awarding agencies, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Craft, Veach & Company

Craft, Veach & Company, PLC
North Little Rock, Arkansas
July 30, 2012

Cluster/Program	Federal Agency/ Pass-Through Entity	CFDA Number	Amount Expended
Community Development Block Grant	U.S. Department of Housing and Urban Development	14.128	\$ 263,763
Airport Improvement Program	U.S. Department of Transportation - Federal Aviation Administration	20.106	2,694,052
Highway Planning and Construction (Federal-Aid Highway Program)	U.S. Department of Transportation - Federal Highway Commission / Arkansas State Highway and Transportation Department	20.205	1,106,700
Highway Safety Cluster / State and Community Highway Safety	National Highway Traffic Safety Administration / State of Arkansas	20.600	20,411
Highway Safety Cluster / Alcohol Impaired Driving Countermeasures Incentive Grants I	National Highway Traffic Safety Administration / State of Arkansas	20.601	20,262
Highway Safety Cluster / Occupant Protection Incentive Grants	National Highway Traffic Safety Administration / State of Arkansas	20.602	5,974
Energy Efficiency and Conservation Block Grant - ARRA	U.S. Department of Energy	81.128	100,011
Homeland Security Cluster / Homeland Security Grant Program FY 08, State Homeland Security Grant Program	U.S. Department of Homeland Security - FEMA/ Arkansas Department of Emergency Management/ Faulkner County, Arkansas	97.067	12,516
Staffing for Adequate Fire and Emergency Response	U.S. Department of Homeland Security - FEMA / National Preparedness Branch	97.083	<u>121,275</u>
Total Amount Expended			<u>\$ 4,344,964</u>

Notes to the Schedule:

1. The accompanying schedule of expenditures of federal awards includes the federal grant activity of the City and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.
2. Of the federal expenditures presented in this schedule, the City of Conway provided \$100,000 in federal awards to subrecipients.

SUMMARY OF AUDITORS' RESULTS

1. A deficiency in internal control over financial reporting was identified which was considered to be a material weakness.
2. No instance of noncompliance considered material to the financial statements was disclosed by the audit.
3. The independent auditors' report on compliance with requirements applicable to major federal awards programs expressed an unqualified opinion.
4. The audit disclosed no findings required to be reported by OMB Circular A-133 as it relates to major federal awards programs.

5. The City's major federal programs were:

<u>Program</u>	<u>CFDA Number</u>
Airport Improvement Program	20.106
Highway Planning and Construction (Federal-Aid Highway Program)	20.205

6. A threshold of \$300,000 was used to distinguish between Type A and Type B programs as those terms are defined in OMB Circular A-133.
7. The Organization did not qualify as a low risk auditee as that term is defined in OMB Circular A-133.

Findings required to be reported by *Government Auditing Standards*

Reference Number	Finding
2011-01	<p data-bbox="380 380 1235 441">Federal Program/Award: Community Development Block Grant Program (CFDA 14.218)</p> <p data-bbox="380 478 1235 600">Criteria: Per the federal contract, the U.S. Department of Housing and Urban Development (HUD) will only make payments to recipients for reimbursement of allowable costs associated with payroll, contractual obligations, or disbursed funds for a loan or subgrant.</p> <p data-bbox="380 638 1235 730">Condition: The City was unable to provide supporting documentation and/or explanation of the amounts requested and received as reimbursements for administrative costs.</p> <p data-bbox="380 768 1235 926">Effect: The City did not perform a reconciliation of the requested expenses to the actual expenses to ensure all eligible administrative costs were properly charged to the grantor. As a result of our audit procedures, we identified a total of \$22,186 in allowable administrative costs incurred during 2011 that had not been requested for reimbursement.</p> <p data-bbox="380 963 1235 1247">Recommendation: The City should implement and follow an adequate system of internal control procedures over the Community Development Block Grant Program (CDBG). For each reimbursement request, the program director and finance department should perform reconciliations of the request to supporting information. A request number and date should be noted on each set of original supporting documentation to ensure accurate administrative cost requests. This information should be filed and maintained in an organized manner in compliance with the grant agreement and internal procedures. This process should also be monitored on a regular basis by the CFO.</p> <p data-bbox="380 1285 1235 1377">Management's Response: Management recognizes this deficiency and will establish a set of policies and procedures to prevent such an event from happening in the future.</p> <p data-bbox="380 1415 1235 1535">Corrective Action Plan: The City's finance department and CDBG staff will implement the steps recommended above. In addition to those steps, the CFO will provide monthly expense budget reports to the CDBG Director so that recorded transactions can be reconciled to activity on file in the CDBG office.</p>

Findings required to be reported by OMB Circular A-133

Reference Number	Finding	Questioned Costs
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No matters are reportable.

Findings required to be reported by *Government Auditing Standards*

Reference Number	Finding	Status
2010-01	<p>Condition: The City's internal control systems for accounting and financial reporting were not adequate to result in accurate and timely internal financial records and reports throughout the year and at year-end, including the preparation of financial statements in accordance with accounting principles generally accepted in the United States of America and the Schedule of Expenditures of Federal Awards.</p> <p>Recommendation: City personnel should implement procedures to ensure timely and accurate, City-wide, accrual basis financial reporting, specifically as it relates to its year-end external financial reporting in accordance with accounting principles generally accepted in the United States of America and federal funding as it relates to grantor reporting and as reported in the Schedule of Expenditures of Federal Awards.</p>	<i>Resolved</i>

Findings required to be reported by OMB Circular A-133

Reference Number	Finding	Status
2010-02	<p>Condition: The Schedule of Expenditures of Federal Awards was inaccurate with respect to Federal Aviation Administration ("FAA") expenditure amounts due to adjustments being necessary to the City's records for the inclusion of unallowable expenses and amounts over approved federal funding.</p> <p>Recommendation: City personnel should implement procedures to ensure timely and accurate tracking of federal receipts, expenditures, and reporting, specifically as it relates to its year-end external reporting to grantors and as reported in the Schedule of Expenditures of Federal Awards. City personnel should take full responsibility for all aspects of compliance, accounting, and reporting for receipt and expenditure of federal funds. In addition, all aspects of the conditions above should be considered and corrected as they apply to the City's federal funding receipts and expenditures.</p>	<i>Resolved</i>
2010-03	<p>Condition: The Schedule of Expenditures of Federal Awards was inaccurate with respect to Department of Energy ("DOE") expenditures amounts due to adjustments being necessary to the City's records, and was incomplete due to the exclusion of all DOE expenditures, when presented for audit.</p> <p>Recommendation: City personnel should implement procedures to ensure timely and accurate tracking of federal receipts, expenditures, and reporting, specifically as it relates to its year-end external reporting to grantors and as reported in the Schedule of Expenditures of Federal Awards. City personnel should take full responsibility for all aspects of compliance, accounting, and reporting for receipt and expenditure of federal funds. In addition, all aspects of the conditions above should be considered and corrected as they apply to the City's federal funding receipts and expenditures.</p>	<i>Resolved</i>