



City of Conway, Arkansas

Ordinance No. O-14-____

AN ORDINANCE CLOSING A 20 FOOT SEWER AND UTILITY EASEMENT, AND A 15 FOOT DRAINAGE AND UTILITY EASEMENT LOCATED WITHIN LOT 1, COULSON-ROADRUNNER ADDITION; AND FOR OTHER PURPOSES;

Whereas, a petition was duly filed with the City Council of the City of Conway, Arkansas on the 23rd day of September, 2014 asking the City Council to vacate and abandon all of a 20 foot and a 15 foot easement in Lot 1, Coulson-Roadrunner Addition.

Whereas, after due notice as required by law, the council has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question and has ascertained that the easement or the portion thereof, hereinbefore described, has heretofore been dedicated to the public use as an easement herein described; that all the owners of the property abutting upon the 20 foot sewer and utility easement, and the 15 foot drainage and utility easement to be vacated have filed with the council their written consent to the abandonment; and that public interest and welfare will not be adversely affected by the abandonment of all of a 20 foot sewer and utility easement, and all of a 15 foot drainable and utility easement in Lot 1, Coulson-Roadrunner Addition.

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

Section 1. The City of Conway, Arkansas releases, vacates, and abandons all its rights, together with the rights of the public generally, in and to the 20 foot and 15 foot easements designated as follows, and subject to the relocation of a north-south electric line and the sewer main running east-west having a manhole cover built over the existing line and the remainder of the sewer main be considered a sewer service line at that time per Conway Corporation:

A 20 foot sewer and utility easement, and a 15 foot drainage and utility easement as shown as Lot 1R, Coulson Highway 65 Subdivision-Revised to the City of Conway, Arkansas, and being replatted as Lot 1, Coulson-Roadrunner Addition to the City of Conway, Arkansas.

Section 2. A copy of the ordinance duly certified by the city clerk shall be filed in the office of the recorder of the county and recorded in the deed records of the county.

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

Passed this 14th day of October, 2014.

Approved:

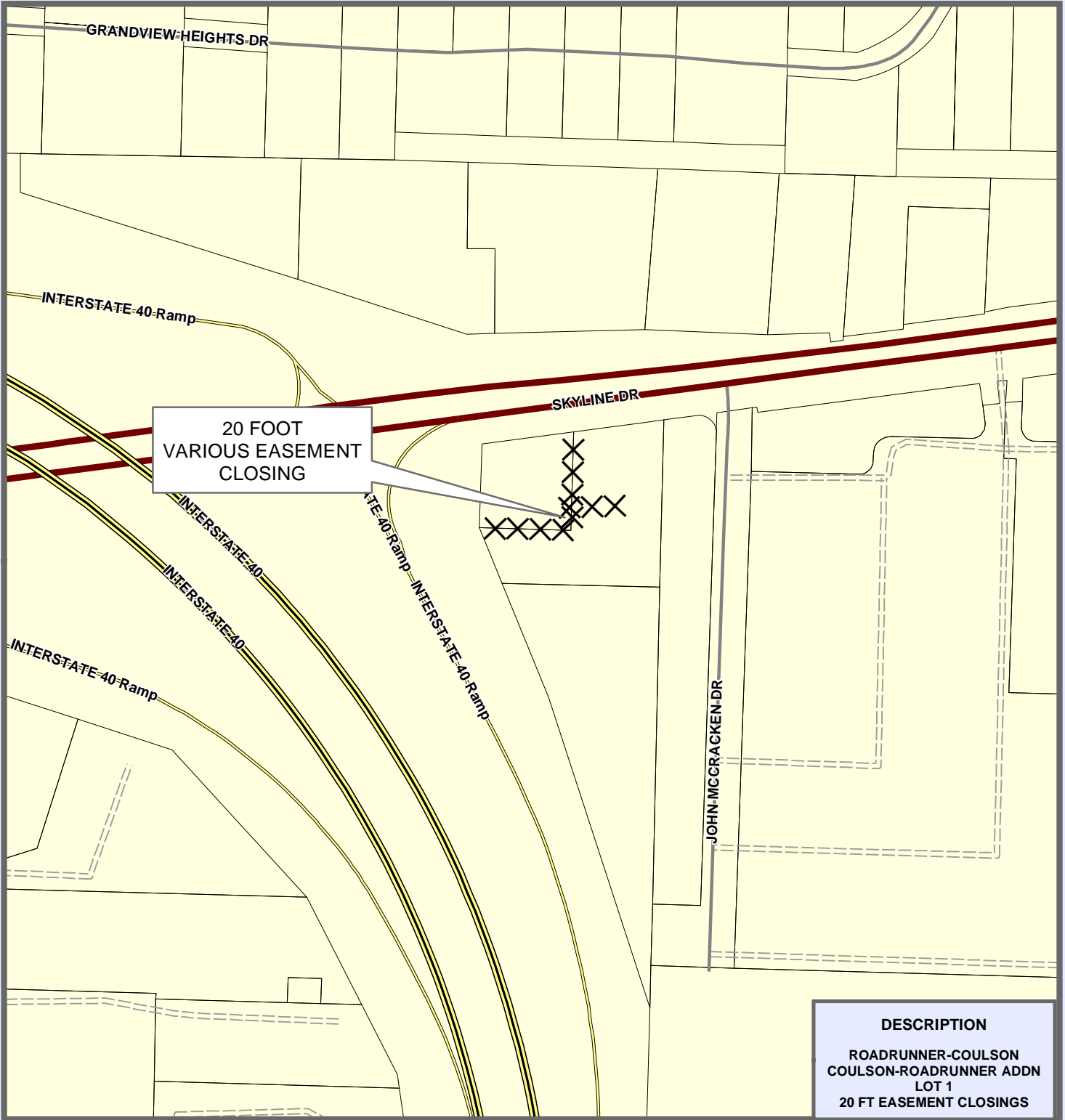
Attest:

Mayor Tab Townsell

Michael O. Garrett
City Clerk/Treasurer

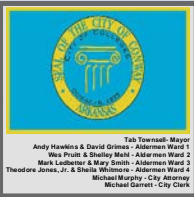
CITY OF CONWAY

COULSON-ROADRUNNER ADDN LOT 1-- EASEMENT CLOSING



20 FOOT
VARIOUS EASEMENT
CLOSING

DESCRIPTION
ROADRUNNER-COULSON
COULSON-ROADRUNNER ADDN
LOT 1
20 FT EASEMENT CLOSINGS



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



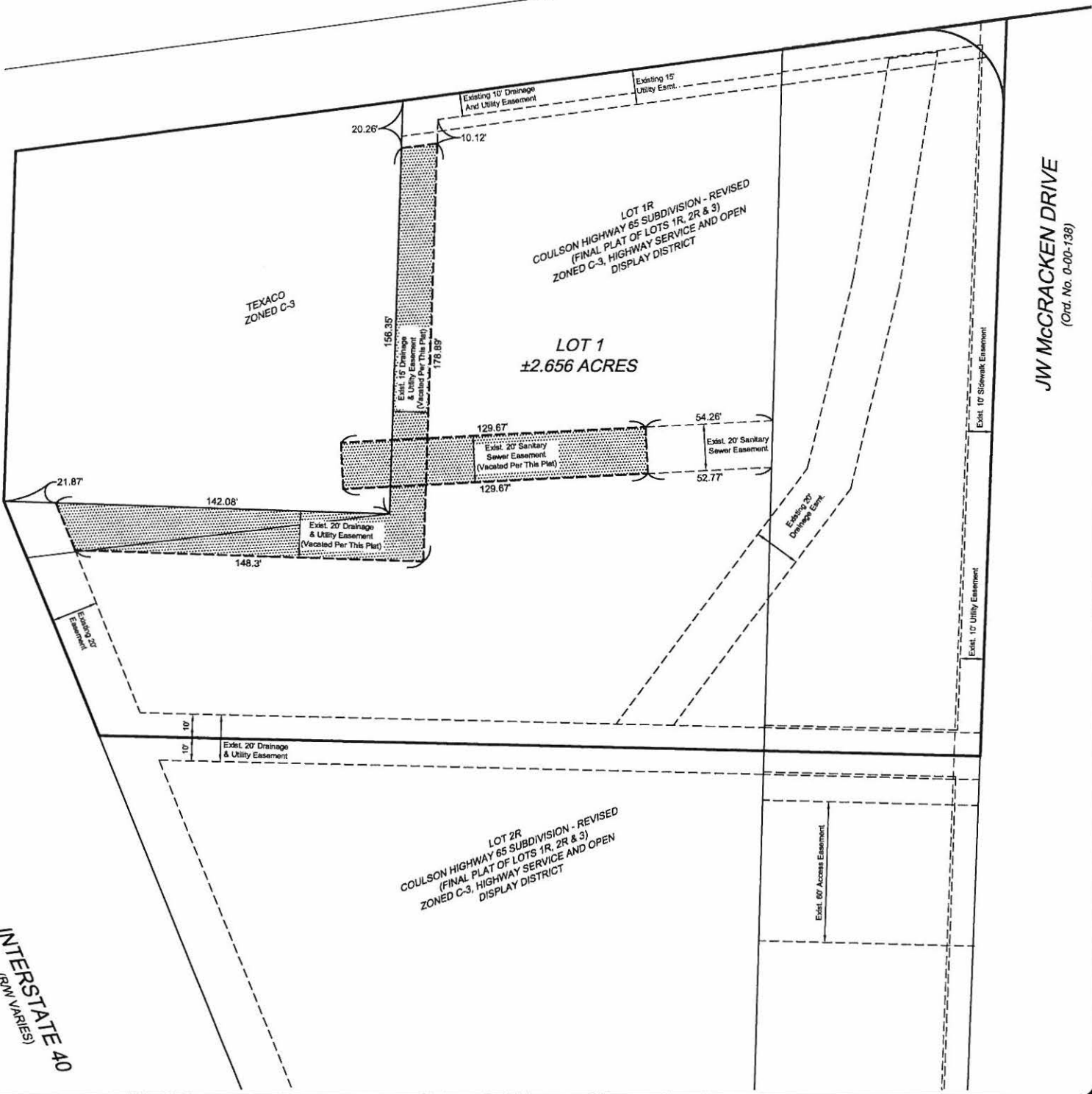
THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER. THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS OR ACCURACY OF ANY FEATURES ON THIS MAP. CITY OF CONWAY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

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



Scale in Feet

US HWY 65 /
SKYLINE DRIVE
(R/W VARIES)



MORRISON SHIPLEY
ENGINEERS ■ SURVEYORS

P.O. Box 10064 • Fort Smith, AR 72917 • 479.452.1933 • morrisonshiple.com

EXHIBIT
VACATING EXISTING EASEMENTS
Conway, Arkansas

Drawn By	DRC
Date	7.29.14
Project No.	COC-06
Drawing Name	EXH ESMT VAC.



August 14, 2014

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

Re: Closing of utility easement in Coulson-Roadrunner Addition (Lot 1), Conway,
Faulkner County, Arkansas.

Dear Mayor Townsell:

Conway Corporation has no objections to the request to close the utility easements on the preliminary plat for Coulson-Roadrunner Addition (Lot 1) under the condition that the existing utilities be relocated or decommissioned. More precisely, the overhead electric line running north and south be relocated and the sewer main running east and west have a manhole built over the existing line and the remainder of the sewer main be considered a sewer service at that time.

If you have any questions, please let me know.

Respectfully yours,

CONWAY CORPORATION

Leslie Guffey
Engineering and Planning



Lynda Palmer

AT&T Arkansas
Mgr.-OSP Pllng & Engr Design
Right-of-Way
Joint Use of Poles

1111 West Capitol, Rm 941
Little Rock, AR 72201
Phone: (501) 373.5255
Fax: (501) 373.0229 Fax
lynda.palmer@att.com

September 9, 2014

Morrison Shipley Engineers and Surveyors
Attn: Travis Brisendine, P.E.
P.O. Box 10064
5704 Euper Lane, Suite 200
Ft. Smith, AR 72917

Dear Travis:

RE: Lot 1R, Coulson Highway 65 Subdivision – Revised, to the City of Conway, Arkansas to be replatted as Lot 1

Our engineer has reviewed the plat of the above mentioned lot and found that AT&T has no need of the existing dedicated utility easements, and will have no need of them in the future. Our facilities are in highway right-of-way in front of this property.

Questions concerning these facilities should be referred to Loran Page at 501-373-3423. Questions regarding easements and right-of-way should be referred to me.

Sincerely,

A handwritten signature in black ink that reads "Lynda Palmer". The signature is written in a cursive, flowing style.

CC: Loran Page



817 N Creek Dr
Conway, AR 72032
Fax: 501 336 8372

August 19, 2014

City of Conway
Barbara McElroy
Conway, Arkansas 72032

RE: Closing of Easement for Coulson Roadrunner – Addition Lot 1

To Whom It May Concern:

Centerpoint Energy has no objection to closing of the 20 foot sewer and utility easement, along with the 15 foot drainage and utility easement on Coulson – Roadrunner Addition Lot 1 in Conway Arkansas 72032.

Thank You,

A handwritten signature in cursive script that reads "Dennis C. Fisher".

Dennis Fisher



MEMO

TO: Mayor Tab Townsell
CC: City Council Members
FROM: Missy Lovelady
DATE: October 7, 2014
SUBJECT: Certified Liens – Code Enforcement

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

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

- | | |
|---|-----------|
| 1. 66 Briarwood Circle | \$232.51 |
| 2. 517 Watkins | \$808.10 |
| 3. 4 Water Oak
(Holdover from 09/23/2014 City Council Meeting) | \$1392.74 |

Please advise if you have any questions.

Thank you for your consideration.



City of Conway, Arkansas
Resolution No. R-14-___

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 66 Briarwood Circle 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 \$232.51 (\$184.10 + Penalty-\$18.41 + 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 **October 14th, 2014** 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 14th day of October, 2014.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

City of Conway
Code Enforcement
1201 Oak Street
Conway, Arkansas 72032



Missy Lovelady
Phone: 501-450-6191
Fax: 501-450-6144

MEMO:

To: Mayor Tab Townsell
CC: City Council Members

From: Missy Lovelady
Date: October 3, 2014

Re: 66 Briarwood Circle

- July 16, 2014– Warning Violation written regarding grass, rubbish & trash in the yard by Kim Beard.
- Property Owner is listed as Arthur Buras.
- Property was rechecked on 7/25/14; 8/6/14; 8/15/14 with no progress made.
- Certified and regular letters were mailed 8/19/14 to address on file and a notice was left by post office.
- Property was rechecked on 9/5/14 with no action taken.
- Final Cleanup completed on 9/9/14.
- 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: OCTOBER 10, 2014

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

TO **Arthur Buras**
66 Briarwood Circle
Conway AR 72034

Description: Mowing/Clean-up/Admin Fees associated with the nuisance abatement at 66 Briarwood Cir, Conway Arkansas

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Kim Beard	710-09029-000		October 14, 2014

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
2	1 Employee -Mowing/Cleanup	26.50	53.00
1	1 Employee -Mowing/Cleanup	17.86	17.86
1	Maintenance Fee (mower)	15.00	15.00
	Landfill fee (#492181)	32.63	32.63
1	Administrative Fee (Missy Schrag)	18.03	18.03
1	Administrative fee (Kim Beard)	15.36	15.36
1	Administrative Fee (Glenn Berry)	21.00	21.00
2	Certified Letter	5.13	10.26
2	Regular letter	.48	.96
TOTAL BY 10/14/14			\$184.10
TOTAL AFTER 10/14/14			\$232.51

- Total amount due after Oct. 14, 2014 includes collection penalty & filing fees

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

City of Conway
Code Enforcement

1201 Oak Street
Conway, Arkansas 72032
www.cityofconway.org



Missy Lovelady
Conway Permits & Code Enforcement
Phone 501-450-6191
Fax 501-450-6144

September 11, 2014

Parcel # 710-09029-000

Arthur Buras
66 Briarwood Cir
Conway AR 72034

RE: Nuisance Abatement at 66 Briarwood Cir, Conway AR
Cost of Clean-Up, Amount Due: \$184.10

Dear Mr. Buras,

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 **October 14, 2014 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 **Missy Lovelady**. If you have any questions, please feel free to call me at 501-450-6191.

Sincerely,

Missy Lovelady

**Conway Code Enforcement
Incident Report**

Date of Violation: 07/16/14

Violator Name: Arthur Buras

Address of Violation: 66 Briarwood Circle

Violation Type: Grass; Rubbish/trash in yard

Warning #: CE8536

Description of Violation and Actions Taken: On 07/16/14, Code Enforcement Officer Kim Beard wrote a warning to correct violation at 66 Briarwood Circle for grass and rubbish/trash in yard. Property was rechecked on 07/25/14, 08/06/14 and 08/15/14 with no progress made. Certified and regular letters were mailed 08/19/14 to address on file. Property was rechecked on 09/05/14 with no action taken. Final cleanup by city was completed on 09/09/14.

Code Enforcement Officer: Kim Beard

Officer Signature: _____

Date:

Time:



City of Conway, Arkansas
Resolution No. R-14-_____

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 517 Watkins 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 \$808.10 (\$707.36 + Penalty-\$70.74 + 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 **October 14th, 2014** 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 14th day of October, 2014.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

City of Conway
Code Enforcement
1201 Oak Street
Conway, Arkansas 72032



Missy Lovelady
Administrative Assistant
Phone: 501-450-6191
Fax: 501-450-6144

MEMO:

To: Mayor Tab Townsell
CC: City Council Members

From: Missy Lovelady
Date: October 3, 2014

Re: 517 Watkins St

- March 31, 2014– Warning Violation written regarding rubbish/trash; appliance/furniture; vehicles/trailers in the yard by Kim Beard.
- Property Owner is listed as David Velek.
- Property was rechecked on 4/8/14 with little progress made.
- Additional rechecks 4/16/14 & 5/5/14 with no progress. Steven Velek (David's brother) called the office to ask for an extension to help with correcting violation.
- Property was rechecked 5/15/14 & 5/27/14 & 6/4/14 and found little progress and one vehicle moved to the back yard.
- Additional rechecks performed 6/13/14 & 6/26/14 with no progress made.
- Certified and regular letters were mailed 7/11/14 to address on file and a notice was left by post office.
- Property was rechecked on 7/8/14 & 8/4/14 & 9/3/14 with no action taken.
- Final Cleanup completed on 9/4/14. (We left 2 vans & 2 Jeeps in the back yard with a promise from Steven they will be moved to his property in Mayflower.)
- 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: OCTOBER 10, 2014

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

TO **David Velek**
517 Watkins/ 2515 Prince St
Conway, Ar 72034

Description: Mowing/Clean-up/Admin Fees associated with the nuisance abatement at 517 Watkins, Conway Arkansas

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Kim Beard	710-06167-000		October 14, 2014

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	1 Employee -Mowing/Cleanup	30.88	30.88
2	1 Employee -Mowing/Cleanup	26.50	53.00
2	1 Employee- Mowing/Cleanup	17.90	35.80
1	1 Employee- Mowing/Cleanup	17.86	17.86
2	1 Employee- Mowing/Cleanup	16.22	32.44
2	1 Employee- Mowing/Cleanup	15.23	30.46
6	3 Employee- Mowing/Cleanup	10.48	62.88
1	Administrative Fee (Missy Schrag)	18.03	18.03
1	Administrative fee (Kim Beard)	15.36	15.36
1	Administrative Fee (Glenn Berry)	21.00	21.00
2	Certified Letter	5.13	10.26
2	Regular letter	.48	.96
1	Maintenance Fee (mower)	15.00	15.00
2	Maintenance Fee (tractor)	15.00	30.00
	Landfill Fee (#481570;491532;491564)	333.43	333.43

- Total amount due after Oct.14, 2014 includes collection penalty & filing fees

TOTAL BY 10/14/14	\$707.36
TOTAL AFTER 10/14/14	\$808.10

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

City of Conway
Code Enforcement

1201 Oak Street
Conway, Arkansas 72032
www.cityofconway.org



Missy Lovelady
Conway Permits & Code Enforcement
Phone 501-450-6191
Fax 501-450-6144

September 9, 2014

Parcel # 710-06167-000

David Velek
517 Watkins
Conway AR 72034

RE: Nuisance Abatement at 517 Watkins, Conway AR
Cost of Clean-Up, Amount Due: \$707.36

Dear Mr. Velek,

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 **October 14, 2014 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 **Missy Schrag**. If you have any questions, please feel free to call me at 501-450-6191.

Sincerely,

Missy Lovelady

**Conway Code Enforcement
Incident Report**

Date of Violation: 03/31/14

Violator Name: David Velek

Address of Violation: 517 Watkins

Violation Type: Rubbish/trash; Appliance/furniture; Vehicles/trailers

Warning #: CE8308

Description of Violation and Actions Taken: On 03/31/14, Code Enforcement Officer Kim Beard wrote a warning to correct violation at 517 Watkins for rubbish/trash; appliance/furniture; vehicles/trailers in yard. Property was rechecked on 04/08/14 with little progress made. Additional rechecks were made on 04/16/14 and 05/05/14 with no progress. Steven Velek (brother) requested extension to make corrections and one was granted. Property was rechecked on 05/15/14, 05/27/14 and 06/14/14 and found little progress, one vehicle was moved to back yard. Additional rechecks were performed on 06/13/14 and 06/26/14 with no progress made. Regular and certified letters were mailed on 07/11/14 to address on file. Property was rechecked on 07/08/14, 08/04/14 and 09/03/14 with no action taken. Final cleanup was completed by city on 09/04/14. (2 vehicles were towed at homeowners expense from front yard. 4 vehicles were left in the back yard with a promise from Steven that he would move them to his property in Mayflower.)

Code Enforcement Officer: Kim Beard

Officer Signature: _____

Date:

Time:















City of Conway, Arkansas
Resolution No. R-14-_____

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 **4 Water Oak** 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 **\$1392.74** (\$1238.85 + Penalty-\$123.89 + 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 **September 24th, 2014** 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 14th day of October, 2014.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

INVOICE

City of Conway Code Enforcement

DATE: OCTOBER 10, 2014

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

TO Ken McCasland
4 Water Oak
Conway, AR 72034

Description: Mowing/Clean-up/Admin Fees
associated with the nuisance abatement at
4 Water Oak, Conway Arkansas

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Kim Beard	710-05019-000		September 23, 2014

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
4	1 Employee -Mowing/Cleanup	30.88	123.52
4	1 Employee -Mowing/Cleanup	26.50	106.00
4	1 Employee- Mowing/Cleanup	17.90	71.60
4	1 Employee- Mowing/Cleanup	17.86	71.44
4	1 Employee- Mowing/Cleanup	16.22	64.88
4	1 Employee- Mowing/Cleanup	15.23	60.92
8	2 Employee- Mowing/Cleanup	10.48	83.84
4	Administrative Fee (Missy Schrag)	18.03	72.12
4	Administrative fee (Kim Beard)	15.36	61.44
4	Administrative Fee (Glenn Berry)	21.00	84.00
2	Certified Letter	5.13	10.26
2	Regular letter	.48	.96
	Landfill Fee (#489208;489170;489141;489283)	427.87	427.87

TOTAL BY 9/23/14 \$1238.85

- Total amount due after September 23, 2014 includes collection penalty & filing fees

TOTAL AFTER 9/23/14 \$1392.74

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

City of Conway
Code Enforcement
1201 Oak Street
Conway, Arkansas 72032



Missy Lovelady
Administrative Assistant
Phone: 501-450-6191
Fax: 501-450-6144

MEMO:

To: Mayor Tab Townsell
CC: City Council Members

From: Missy Lovelady
Date: September 15, 2014

Re: 4 Water Oak

- January 14, 2014– Warning Violation written regarding rubbish/trash & vehicles/trailers in the yard by Tim Wells.
- Property Owner is listed as Roe Kinson McCasland Jr. (Ken)
- Property was rechecked on 1/31/14 & 2/19/14 with no progress made.
- Homeowner requested an additional 2 weeks to make corrections and this was granted.
- Property was rechecked again 2/27/14 & 3/12/14 with no progress.
- Certified and regular letters were mailed 3/20/14 to address on file and a notice was left by post office.
- Property was rechecked on 3/28/14 & 4/16; 21/2014 with no action taken.
- 5/15/14-scheduling cleanup, went by to speak with Ken and he stated he was moving and asked for another extension. This was granted with the agreement it would be corrected within 30 days. He agreed, therefore, cleanup was placed on hold.
- Property was rechecked 6/16/14 with no progress. Notice left for city cleanup.
- 6/20/14 @ 9:58am I spoke with Ken via phone to verify he received notice regarding the City cleanup. He confirmed.
- 6/25/14- Bart, Lynn & myself went for a final recheck prior to cleanup. Ken was outside claiming to be working on making corrections and stated again he was moving. Another extension was granted.
- Property recheck made on 7/2; 15; 28/2014 with no action taken.

- Final Cleanup performed on 8/13/2014, however, after 6 hours, 10 employees, a police officer and 3 large dumpsters later, due to the magnitude of the cleanup, there continues to be a portion of the NW corner of the lot that remains out of compliance with the understanding that Ken continues to state he is moving and will be taking these items with him and removing the tarps from the back yard. Along with the large pontoon boat with tarp that is parked in front of the garage. Surrounding neighbors came out clapping and thanking us for the work that was able to be conducted.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

If you have any questions please advise.

City of Conway
Code Enforcement

1201 Oak Street
Conway, Arkansas 72032
www.cityofconway.org



Missy Lovelady
Conway Permits & Code Enforcement
Phone 501-450-6191
Fax 501-450-6144

August 14, 2014

Parcel # 710-05019-000

R Kinson McCasland JR
4 Water Oak
Conway, AR 72034

RE: Nuisance Abatement at 4 Water Oak, Conway AR
Cost of Clean-Up, Amount Due: \$1238.85

Dear Mr. McCasland,

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 the **September 23, 2014** 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 **Missy Schrag**. If you have any questions, please feel free to call me at 501-450-6191.

Sincerely,

Missy Schrag

**Conway Code Enforcement
Incident Report**

Date of Violation: 01/14/14

Violator Name: Roe Kinson McCasland Jr

Address of Violation: 4 Water Oak

Violation Type: Rubbish/Trash; Vehicles/Trailers in yard

Warning #: CE148156

Description of Violation and Actions Taken: On 01/14/14, Code Enforcement Officer Tim Wells wrote a warning to correct violation at 4 Water Oak for rubbish/trash; vehicles/trailers in yard. Property was rechecked on 01/31/14 and 02/19/14 with no progress made. Homeowner requested 2 weeks to make corrections and this was granted. Property was rechecked on 02/27/14 and 3/12/14 with no progress. Regular and certified letters were mailed on 03/20/14 to address on file. Property was rechecked on 03/28/14, 04/16/14 and 04/21/14 with no progress. Made contact with Ken on 05/15/14 at which time he asked for a 30 day extension which was granted. Property was rechecked on 06/16/14 with no progress. Left notice that city cleanup was being scheduled. Contacted Ken by phone on 06/20/14 to verify he knew cleanup was scheduled. He confirmed. Final check before cleanup was performed on 06/25/14. Ken was outside working in yard and stated again that he was preparing to move. Another extension granted. Property rechecks were made on 07/02/14, 07/15/14 & 07/28/14 with no action taken. Final cleanup was conducted by city on 08/13/14.

Code Enforcement Officer: Kim Beard

Officer Signature: _____

Date:

Time:



**City of Conway, Arkansas
Ordinance No. O-14-_____**

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 \$417,514 for FY 2014 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 \$417,514 for CDBG activities.

Section 2. The City of Conway shall appropriate \$406,010 to the following projects:

\$82,000	Pine Street Area Revitalization
\$74,000	Independent Living Services.
\$62,000	Soul Food Cafe
\$25,000	HAVEN
\$13,907	Faulkner County Day School
\$7,000	Community Service
\$10,000	Boys and Girls Club of Faulkner County
\$15,901	Faulkner County Council on Aging
\$20,000	Faulk Cty Council on Developmental Disabilities
\$10,000	Faulk Cty Day School
\$5,000	Women’s Shelter of Central Arkansas
\$81,202	Administration

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

PASSED this 14th day of October, 2014.

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: 9/18/2014
Re: 2014 CDBG Contracts and Ordinance for funds received

Attached please find contracts for all outside CDBG projects and public services

Only one contract is included in its entirety. The remainder are represented by the first page of each agreement as the bulk of the lengthy contracts are the same.

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 INDEPENDENT LIVING SERVICES
2014 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 23rd day of September 2014, 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 (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.

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

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

Drainage and site improvements to the Conway Apartments at 607 South German Lane according to engineering specifications provided by Crafton and Tull, Inc.

The Subrecipient shall do, perform, and carry out, in a satisfactory manner, as determined by the City.

2. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2014 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City. Subrecipient shall comply with the requirements of 24 CRF 570.503(b) (8) and/or any Assignment of Proceeds and Grant of Lien, at the City’s sole discretion. Time is of the essence in the Agreement.
3. **Compensation:** The Subrecipient shall be reimbursed a total consideration of **\$74,000** for full performance of the services specified under this Agreement. Compensation shall be allowed on a reimbursement basis, only after expenditures have been incurred by the Subrecipient in conformity with the approved budget.

Any unused funds will remain for use by the City for project delivery costs or available for appropriation to another project.

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

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

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

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

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

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

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

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

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

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

8. **General Terms and Conditions**

- A. The Subrecipient agrees to submit program status reports to the City on at least an annual basis or more frequently if requested and other reports as may be required.
- B. The Subrecipient agrees to maintain racial, ethnic, gender, head of household, household income, and household size data showing the extent to which these categories of persons have participated in, or benefited from the project, and to submit this information to the City within 30 days of the request from the City.
- C. The Subrecipient agrees to keep all necessary books and records, including property, personnel, and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. The Subrecipient will also keep a separate checking account to be used for CDBG funds only and to keep out of the general working accounts of the Subrecipient. If the Subrecipient received between \$5,580 and \$100,000 in combined federal assistance during its fiscal year, it agrees to obtain either an audit conducted in accordance with OBM Circular A-133 or a program-specific financial audit. If the Subrecipient receives \$100,000 or more in combined federal assistance, it agrees to obtain either (1) an audit conducted in accordance with OMB circular A-133, or (2) if it participates in only one federal program, a program-specific financial audit.
- D. The Subrecipient agrees that the City or any authorized representative has access to and the right to examine all records, books, papers, or documents related to the project.
- E. The Subrecipient hereby severally warrants that all project records, books, papers and documents will be retained for a period of not less than four (4) years after the project terminates and grants the City the option of retention of the project records, books, papers and documents.
- F. The Subrecipient agrees to obtain all necessary permits for intended improvements or activities.
- G. The Subrecipient agrees to purchase necessary flood insurance if its project is located in a flood hazard area and the nature of the project requires such insurance.
- H. The Subrecipient, if its program involves housing, agrees to affirmatively further fair housing.
- I. The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract of subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.
- J. The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter this

Agreement on behalf of said Subrecipient and to bind the same to this Agreement, and, further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

- K. The City shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the Subrecipient, its staff or clientele; and the Subrecipient hereby agrees to defend, hold harmless and indemnify the City from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release the Subrecipient from any obligations under this Contract.
- L. The Subrecipient hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operation, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (C\29 USC 794) (and the implementing regulations of 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the City from and against any and all liability for any noncompliance on the part of the Subrecipient.
- M. Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any employee of the Subrecipient by virtue of this contract be an employee of the City for any purpose whatsoever, nor shall any employee of the Subrecipient be entitled to any of the rights, privileges, or benefits of City employees. The Subrecipient shall be deemed at all times 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 deposit all CDBG funds in a separate bank account, maintain bank account, and maintain all receipts and documentation and these accounts are subject to outside audits.

9. **Special Terms and Conditions:**

- A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement or reduce the compensation amount upon 15 days written notice to the other party. However, Subrecipient may not terminate its obligations under Section 5 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent of the City. All reports or accountings provided for herein shall be rendered whether or not they fall due within the contract period.
- B. Further, the City reserves the right to terminate this contract upon written notification to the Subrecipient under any of the following conditions:
 - 1) Notification by HUD to the City that said project is ineligible because of project location, services provided, or any other reason cited by HUD;
 - 2) Notification by HUD to the City that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or
 - 3) Written notification from HUD to the City that the program funds made available to the City are being curtailed, withdraw, or otherwise restricted.
- C. The City also reserves the right to terminate this Contract or to reduce the contract compensation amount if the Subrecipient:
 - 1) Fails to file required reports or to meet project progress or completion deadlines;
 - 2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110, Attachment L);
 - 3) Expense funds under this Agreement for ineligible activities, services or items;
 - 4) Implements the project prior to notification from the City that the federal environmental review process has been completed;
 - 5) Violates Labor Standards requirements; or
 - 6) Fails to comply with written notice from the City of substandard performance under the terms of this Agreement.

10. Other Provisions:

A. Equal Employment Opportunity

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

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

- (1) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of any or other forms of compensation, and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status or any other basis prohibited by applicable law.
- (3) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Subrecipient will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the City, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (6) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.
- (7) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor.

The Subrecipient will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event an Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient may request the United States to ensure into such litigation to protect the interests of the United States.

B. Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974, and in conformance with City policy and all requirements imposed by or pursuant to the Regulations of HUD (24 CFR Part 570.601 and 507.602) issued pursuant to Section 109; no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant Program funds:

Specific (not exclusive) Discriminatory Actions Prohibited:

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

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

C. Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

The Subrecipient will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part by, persons residing in the same area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a Subrecipient utilizes the bidding procedure to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.

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

D. Nondiscrimination in Federally Assisted Programs.

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

E. Labor Standards.

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

F. Flood Disaster Protection.

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

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

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

H. Provision of the Hatch Act.

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

I. Lead-Based Paint.

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

J. Special Assessments.

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

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

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

Mayor Date
City of Conway

Michael Garrett Date
City Clerk

Charles E. Clawson III Date
City Attorney

INDEPENDENT LIVING SERVICES

Jackie Fliss Date
Executive Director

Cindy Ludford Date
Board President

**CITY OF CONWAY AND SOUL FOOD CAFE
2014 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 23rd day of September 2014, 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 Soul Food Cafe (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.

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

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

Finish the first floor slab including necessary plumbing and electrical fittings that are needed prior to concrete, pouring of slab and any construction work needed for completion.

The Subrecipient shall do, perform, and carry out, in a satisfactory manner, as determined by the City.

2. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2014 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City. Subrecipient shall comply with the requirements of 24 CRF 570.503(b) (8) and/or any Assignment of Proceeds and Grant of Lien, at the City’s sole discretion. Time is of the essence in the Agreement.
3. **Compensation:** The Subrecipient shall be reimbursed a total consideration of **\$62,000** for full performance of the services specified under this Agreement. Compensation shall be allowed on a reimbursement basis, only after expenditures have been incurred by the Subrecipient in conformity with the approved budget.

Any unused funds will remain for use by the City for project delivery costs or available for appropriation to another project.

**CITY OF CONWAY AND HAVEN
2014 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 23rd day of September 2014, 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 Haven (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.

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

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

Enclosure of a carport and rehabilitation into a recreation room.

The Subrecipient shall do, perform, and carry out, in a satisfactory manner, as determined by the City.

2. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2014 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 reimbursed a total consideration of **\$25,000** for full performance of the services specified under this Agreement. Compensation shall be allowed on a reimbursement basis, only after expenditures have been incurred by the Subrecipient in conformity with the approved budget.

Any unused funds will remain for use by the City for project delivery costs or available for appropriation to another project.

**CITY OF CONWAY AND FAULKNER COUNTY DAY SCHOOL
2014 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 23rd day of September 2014, 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 Day School (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.

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

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

Overlay portions of existing parking lot.

The Subrecipient shall do, perform, and carry out, in a satisfactory manner, as determined by the City.

2. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2014 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 reimbursed a total consideration of **\$13,907** 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 budget.

Any unused funds will remain for use by the City for project delivery costs or available for appropriation to another project.

**CITY OF CONWAY AND COMMUNITY SERVICE INC.
2014 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 23rd day of September 2014, by and between the **CITY OF CONWAY**, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as “City ”), and Community Service, 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.

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

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

Rehabilitate existing building to better serve clients with the addition of water fountains, baby changing stations, awnings and additional storage. .

The Subrecipient shall do, perform, and carry out, in a satisfactory manner, as determined by the City.

2. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2014 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City. Subrecipient shall comply with the requirements of 24 CRF 570.503(b) (8) and/or any Assignment of Proceeds and Grant of Lien, at the City’s sole discretion. Time is of the essence in the Agreement.
3. **Compensation:** The Subrecipient shall be reimbursed a total consideration of **\$7,000** for full performance of the services specified under this Agreement. Compensation shall be allowed on a reimbursement basis, only after expenditures have been incurred by the Subrecipient in conformity with the approved budget.

Any unused funds will remain for use by the City for project delivery costs or available for appropriation to another project.

**CITY OF CONWAY AND BOYS & GIRLS CLUB OF FAULKNER COUNTY
2014 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 23rd day of September, 2014, 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.

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

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

Provide transportation services for 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.

2. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2014 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City. Subrecipient shall comply with the requirements of 24 CRF 570.503(b) (8) and/or any Assignment of Proceeds and Grant of Lien, at the City’s sole discretion. Time is of the essence in the Agreement.

**CITY OF CONWAY AND FAULKNER COUNTY COUNCIL ON AGING
2014 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 23rd day of September 2014, 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,.

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

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

Provide transportation services for the elderly citizens of Conway. CDBG will provide \$15,901 to aid in this service.

The Subrecipient shall do, perform, and carry out, in a satisfactory manner, as determined by the City.

2. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2014 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 **\$15,901** for full performance of the services specified under this Agreement. Compensation shall be allowed on a reimbursement basis, only after expenditures have been incurred by the Subrecipient in conformity with the approved and executed budget document, which is attached to this Contract as Appendix 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

**CITY OF CONWAY AND
FAULKNER COUNTY COUNCIL ON DEVELOPMENTAL DISABILITIES
2014 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 23rd day of September 2014, 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.

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

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

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

2. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2014 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City. Subrecipient shall comply with the requirements of 24 CRF 570.503(b) (8) and/or any Assignment of Proceeds and Grant of Lien, at the City’s sole discretion. Time is of the essence in the Agreement.
3. **Compensation:** The Subrecipient shall be paid a total consideration of **\$20,000** for full performance of the services specified under this Agreement. Compensation shall be allowed on a reimbursement basis, only after expenditures have been incurred by the Subrecipient in conformity with the approved and executed budget document, which is attached to this Contract as Appendix A, incorporated herein by reference.

**CITY OF CONWAY AND FAULKNER COUNTY DAY SCHOOL.
2014 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 23rd day of September 2014, 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 Day School. (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.

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

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

Provide 20% matching funds for the purchase of a 24-passenger bus for transportation of adults with developmental disabilities or children with developmental delays. CDBG funds shall total \$10,000. The total cost of the bus is \$56,530.

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 the Appendix, and incorporated herein by reference.

2. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2014 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City. Subrecipient shall comply with the requirements of 24 CRF 570.503(b) (8) and/or any Assignment of Proceeds and Grant of Lien, at the City’s sole discretion. Time is of the essence in the Agreement.
3. **Compensation:** The Subrecipient shall be paid a total consideration of **\$10,000** for full performance of the services specified under this Agreement. Compensation shall be allowed on a reimbursement basis, only after expenditures have been incurred by the Subrecipient in conformity with the approved and executed budget document, which is attached to this Contract as the Appendix, incorporated herein by reference.

**CITY OF CONWAY AND WOMEN'S SHELTER OF CENTRAL ARKANSAS
2014 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 23rd day of September 2014 by and between the **CITY OF CONWAY**, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as "City "), and Women's Shelter of Central Arkansas (hereinafter referred to as the "Subrecipient").

WITNESSETH

WHEREAS, the City of Conway has received a Community Development Block Grant from the United 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 perform all the necessary services provided under this Contract in accordance with and respecting the following project:

Provide transportation for domestic violence victims in collaboration with Bethlehem Huose.

CDBG will provide \$5,000 toward the cost of transportation.

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, 2014 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City. Subrecipient shall comply with the requirements of 24 CRF 570.503(b) (8) and/or any Assignment of Proceeds and Grant of Lien, at the City's sole discretion. Time is of the essence in the Agreement.
3. **Compensation:** The Subrecipient shall be paid a total consideration of **\$5,000** 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



City of Conway, Arkansas
Ordinance No. O-14-_____

AN ORDINANCE APPROPRIATING FUNDS FOR THE ADMINISTRATION DEPARTMENT (MAYOR'S OFFICE); AND FOR OTHER PURPOSES

Whereas, the City of Conway – Administration Department has received a check in the amount of \$1,158.78 from the Arkansas Municipal League for reimbursement of travel for Mayor Tab Townsell for the 2014 NLC TIS Summer Policy Forum on July 24th, 2014 in St. Paul, MN; and

Whereas, the Mayor's Office needs these funds to replenish their expenditure accounts.

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

Section 1. The City of Conway shall appropriate funds in the amount of \$1,158.78 from the General Fund– Fund Balance Appropriation Account (001.119.4900) to the Conway Administration Travel Expense Account (001.101.5720).

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

PASSED this 14th day of October, 2014.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



Housing Authority of the City of Conway

MARY ANN BOYD
Executive Director

September 16, 2014

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

Dear Mayor & City Council Members:

The Board of Commissioners met on September 15th, 2014 and recommended Mr. Gary Cox, CPA to complete the term Michael Maggio vacated in January, 2014. He will be an excellent addition to the board.

The Conway Housing Authority Board requests the confirmation of the City Council on this appointment.

Sincerely,

Mary A. Boyd
Executive Director

MB:nh



**City of Conway, Arkansas
Resolution No. R-14-___**

A RESOLUTION TO AMEND RESOLUTION R-14-26 TO ACCEPT MAINTENANCE, OPERATIONS, AND RIGHT OF WAY OF STATE HIGHWAY 60 SPUR (SOUTH DONAGHEY AVENUE) FROM THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT,

Whereas, the City of Conway desires to amend Resolution R-14-26, passed by City Council on August 12th, 2014 with the following language; and

Whereas, the Arkansas Highway and Transportation Department no longer has need for State Highway 60 Spur as a highway route; and

Whereas, the Arkansas Highway and Transportation Department is prepared to donate the Highway 60 Spur right of way to the City of Conway; and

Whereas, the City of Conway is willing to assume responsibility for the maintenance and operation of Highway 60 Spur to provide expedient development, access management and permitting.

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

Section 1. The City of Conway hereby approves acceptance of the Highway 60 Spur right-of-way from the Arkansas Highway and Transportation Department.

Section 2. That any sections of R-14-26, in conflict are hereby repealed to the extent of that conflict.

PASSED this 14th day of October, 2014.

Approved:

Mayor Tab Townsell

Attest:

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

MASTER SERVICES AGREEMENT

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

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

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

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

Consultant: **Terracon Consultants, Inc.**
By:  Date: **9/22/2014**
Name/Title: **David Hopkins/Office Manager**
Address: **25809 I-30 South**
Bryant, AR 72022
Phone: **(501) 847-9292** Fax: **(501) 847-9210**
Email: **dvhopkins@terracon.com**

Client: **City of Conway**
By: _____ Date: _____
Name/Title: **Tab Townsell/Mayor**
Address: **1201 Oak Street**
Conway, AR 72032
Phone: **501-450-6110** Fax: _____
Email: _____

Reference Number: P35140354



City of Conway, Arkansas
Ordinance No. O-14-_____

**AN ORDINANCE APPROPRIATING FUNDS FOR THE CONWAY PARKS DEPARTMENT; AND FOR
 OTHER PURPOSES**

Whereas, The City of Conway has received a check in the amount of \$543 from INS Insurance Inc. for insurance proceeds toward a claim on a damaged fence that occurred on August 15th 2014 at the Don Owen Sports Complex; and

Whereas, The Conway Parks Department needs to repair the fence that was damaged.

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

Section 1. The City of Conway shall appropriate funds in the amount of \$543 from the Insurance Proceeds General Fund Account (001-119-4360) to the Conway Parks Department Grounds Maintenance Account (001-140-5430).

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

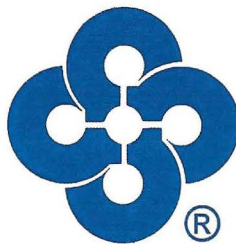
PASSED this 14th day of October 2014.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of September 29, 2014 (“Effective Date”) between

City of Conway Arkansas (“Owner”)

and Crafton, Tull & Associates, Inc. (“Engineer”)

Engineer agrees to provide the services described below to Owner for On Call Roundabout Landscape and Irrigation Design for a period of two years. (“Project”).

Description of Engineer’s Services: See Exhibit “A” Scope of Basic Services

Street Address of Property *: Various roundabout location both new and existing throughout the City of Conway as Requested and directed by the Mayor and City Engineer.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare invoices in accordance with Engineer’s standard invoicing practices and submit the invoices to Owner.

B. *Payment of Invoices.* Invoices are due and payable upon receipt*. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for

services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Lien Rights**. The Owner understands that the Engineer is entitled to a lien against the property if not paid in full for services provided to improve the property. The Owner understands that this lien can be enforced by the sale of the property if necessary.

* This is a change from the standard EJCDC E-520 form.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of

termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work

progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract@ as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition,

Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. Files in electronic media format of text, data, graphics, or other types that are furnished by the Engineer to the Owner or to the Contractor upon the Owner's direction are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.*

J. In the event of a negligent error or omission in the Engineer's designs, plans, Specifications, or other services ("the defect"), the Engineer's sole responsibility and liability for the defect shall not exceed the Engineer's services to re-perform or redesign the plans, specifications, services or other deliverables related to the defect, plus the reasonable direct damages caused by the defect. The Engineer shall not be liable for and damages shall not include the cost of any addition, betterment, or improvement to the Work, nor for any item that otherwise would have been required to complete the Work, nor the cost and expense that would have been incurred by the Owner had such defect not occurred.*

* This is a change from the standard EJCDC E-520 document.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (On Call Hourly Rates Plus Reimbursable Expenses)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses times a 1.15 multiplier.*

2. Engineer's Standard Hourly Rates are attached as Exhibit "B".

3. The Engineer may subcontract with other consultants to complete the services on the Project. The cost for such subconsultants shall be invoiced over and above the Engineer's hourly fee at cost times a 1.05 multiplier. The Owner shall have the opportunity to approve the use of such subconsultants prior the Engineer engaging their services.*

4. The total compensation for services, not including reimbursable expenses, is estimated to be \$5,750.00 for each of the new roundabouts requested by the City of Conway. Compensation for reimbursable expenses is estimated to be \$500.00

5. A retainer in the amount of \$ 0.00 for the Engineer to begin work on this project. The amount of the retainer is included in the estimated total amount and will be applied to the final invoice.*

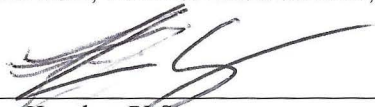
B. The Engineer's compensation is conditioned on the time to complete construction not exceeding ___ months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

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

OWNER: City of Conway, Arkansas

ENGINEER: CRAFTON, TULL & ASSOCIATES, INC.

By: _____

By: 
Lane Housley, PLS

Title: _____

Title: V.P. Energy Division

Date Signed: _____

Date Signed: October 2, 2014

License or Certificate No. and State AR #1457 PLS

Address for giving notices:
City of Conway Office of the Mayor
1201 Oak Street, Conway, AR 72032
(501) 450-6110

Address for giving notices:
1000 Ledgelawn
Conway, AR 72024
(501) 328-3316

* This is an addition to the standard EJCDC E-520 document.

**Exhibit “A”
Scope of Basic Services For:**

Project:	Roundabout Landscape and Irrigation Design – On Call Services
Client:	City of Conway, Arkansas
Location of Project:	Varies – Multiple sites around town as determined by City Council.
Discipline:	Landscape Architecture
Discipline Manager:	Frank Riggins
Project Manager:	Barry R. Williams
Proposal Date:	9/29/2014
Billing Type:	Hourly (on-call services for a period of 2 years)
Fee/Estimate:	\$5,750.00
Description of the Construction Project:	Prepare landscape and irrigation plans for various roundabouts in the City of Conway as directed by the City Engineer and Mayor’s office. Plans will be included in original bid sets for the construction of each new roundabout, and additional plans can be generated for the existing roundabouts throughout City.

The Services to be Provided by the Landscape Architect are as Outlined Below:

- Provide a planting plan showing the location and species of each proposed planting. The planting plan will comply with local ordinance where applicable.
- Provide a landscape irrigation plan showing the location and size of the meter, RPZ, valve locations, piping diagram and pipe sizes.
- Provide a cost estimate of the landscape improvements shown on the drawings.
- Provide written technical specifications for the work shown on the landscape and irrigation drawings.
- Provide landscape and irrigation details.
- Drawings will be in *AutoCad* format and will be presented in hardcopy format.
- Construction phase services, including construction administration, construction observation, and final inspection.
- Hardscape design or detailing including seat walls and planting borders. This will not include and paving or hardscape related to the vehicular roundabout.

Scope of Basic Services does Not Include the Following:

- As-built documents.
- construction staking.
- Fees or permits.
- Grading and/or drainage design.
- Tree survey and species identification and inventory.

Note: Services listed can be provided for additional fee.

This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.



Exhibit "B"
Standard Hourly Rate Schedule
Effective January 1, 2014

Category	Hourly Rate
CIVIL ENGINEERING	
ENGINEERING PRINCIPAL	\$ 155
SR. ENGINEERING MANAGER	\$ 145
ENGINEERING MANAGER	\$ 125
SR. PROJECT ENGINEER	\$ 115
PROJECT ENGINEER	\$ 100
ENGINEER INTERN II	\$ 85
ENGINEER INTERN I	\$ 75
SR. ENGINEERING DESIGNER	\$ 115
ENGINEERING DESIGNER III	\$ 95
ENGINEERING DESIGNER II	\$ 85
ENGINEERING DESIGNER I	\$ 75
ENGINEERING CAD TECHNICIAN III	\$ 70
ENGINEERING CAD TECHNICIAN II	\$ 55
ENGINEERING CAD TECHNICIAN I	\$ 45
LANDSCAPE ARCHITECTURE	
SR. LANDSCAPE ARCHITECT	\$ 115
PROJECT LANDSCAPE ARCHITECT	\$ 90
LANDSCAPE ARCHITECTURE DESIGNER	\$ 80
LANDSCAPE ARCHITECT INTERN	\$ 55
PLANNING	
PLANNING MANAGER	\$ 125
SR. PLANNER	\$ 110
PLANNER	\$ 90
PLANNER INTERN	\$ 50
INSPECTION	
SR. INSPECTOR	\$ 90
INSPECTOR II	\$ 80
INSPECTOR I	\$ 65

Category	Hourly Rate
SURVEYING	
PROFESSIONAL SURVEYOR PRINCIPAL	\$ 150
SR. PROFESSIONAL SURVEYOR	\$ 120
PROFESSIONAL SURVEYOR	\$ 90
SURVEYOR INTERN	\$ 75
SURVEY PARTY CHIEF	\$ 65
SURVEY TECHNICIAN III	\$ 55
SURVEY TECHNICIAN II	\$ 40
SURVEY TECHNICIAN I	\$ 30
SCANNING FIELD TECHNICIAN	\$ 60
SCANNING OFFICE TECHNICIAN	\$ 150
GEOGRAPHIC INFORMATION SYSTEMS	
GIS MANAGER	\$ 95
GIS ANALYST	\$ 85
GIS TECHNICIAN II	\$ 55
GIS TECHNICIAN I	\$ 40
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	\$ 150
ADMINISTRATIVE MANAGER	\$ 120
ADMINISTRATIVE IV	\$ 80
ADMINISTRATIVE III	\$ 60
ADMINISTRATIVE II	\$ 45
ADMINISTRATIVE I	\$ 35
REIMBURSABLE EXPENSES	
GPS Equipment.....	\$35/Hour
Robotic Survey Equipment.....	\$20/Hour
Scanning Equipment	\$240/Hour
Job Related Mileage.....	\$0.56/Mile
Black and white 8.5"x11" Copies	\$0.15/sheet
Color 8.5"x11" Copies	\$1.50/sheet
Photo Paper Color Plan Sheet Copies	\$0.75/sq. ft.
Reproducible Plan Copies (Vellum)	\$1.50/sq. ft.
Reproducible Plan Copies (Bond)	\$0.35/sq. ft.
<i>All rates are subject to change without notice.</i>	

TEMPORARY EMERGENCY FACILITY AGREEMENT

BETWEEN THE CITY OF CONWAY & THE ARKANSAS MUNICIPAL LEAGUE

This agreement made and entered into this 15th day of October, 2014, by and between the City of North Little Rock ("City or Lessor") whose address is City Hall, 1201 Oak Street, Conway, AR 72032 and Arkansas Municipal League ("AML" or "Lessee"), whose address is 301 West 2nd, North Little Rock, AR 72115.

W-I-T-N-E-S-S-E-T-H:

1. **Lease Premises.** For an in consideration of the rents, covenants, and agreements herein entered into and agreed upon by the Lessee, the Lessor hereby lets, lease and demises unto Lessee, subject to the terms and conditions contained herein, the following described property situated in Faulkner County, Arkansas: Large Office Space (holds up to 150 people) and small office space (holds up to 25) being a part of the Conway Parks & Recreation Department, located at 3800 College Avenue, Conway, AR 72034 upon request by the AML and approval by the City. To have and to hold said premises unto the said Lessee for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.
2. **Term.** This lease shall commence upon request by the Executive Director of AML or his designee to the Mayor of the City of Conway or his designee, and shall extend for a period of ninety (90) days. AML shall have the right to extend the term hereof for an additional period of ninety (90) days upon the same terms and conditions hereof, provided that such option to renew must be excised by notice in writing to the City no fewer than ten (10) nor more than forty-five (45) days prior to the expiration of the primary term hereof.
3. **Rent.** AML agrees to pay to the City as rent for the full term of this lease the sum of the applicable rate as required by the City for the property, payable at the end of the week, the first of which shall become due and payable after the first full week, with each of the remaining installments falling due and payable on the first day of each successive week. Any storm or other weather related destruction or any other catastrophe or act of God will not be a factor in determining the amount of rent payable to the City. AML agrees to pay the City rent in accordance to the rates as follows:

Large Room Rental: \$100.00

Small Room Rental: \$50.00

4. **Facilities:** Access to the office space will be arranged by the City. The names of the staff requiring access will be agreed upon beforehand, and the City Stall will be arranged by the City. Directions to the facility will be provided to required staff as part of the plans. Unless otherwise agreed, the City will ensure access on an "as-needed basis. The parties agree that office space will be available for forty (40) AML staff members. Additionally, the City agrees to provide forty (40) parking spots for the forty (40) staff members. However, if more staff members require access to the facilities for normal business, the City will endeavor to the best of its ability to provide access. AML will endeavor to ensure that such access is limited to necessary visits. Work space will be made

available for up to forty (40) AML staff members. This is deemed to be forty (40) concurrent attendees. It should be assumed that forty (40) attendees will be in the office at any time. If more space is available then this may be offered. No room or space for the meetings will be available other than what is already provided. However, if a room can be made available, it will be.

5. **Responsibilities of the Lessor.** It will be the responsibility of the City to provide a suitably equipped environment and work area for AML to use its services. This will include, but is not limited to, the following:
 - Clean and safe work areas
 - Provision of clean commercial power
 - Internet access
 - Secure work areas
 - Sufficient lighting for work to be performed
 - Sufficient HVAC for work to be performed
 - Sufficient access to clean water
 - Sufficient access for sewage
 - Access to City data as needed
 - Access to City email services as needed
 - Access to City staff as needed during provision of services
 - Prompt feedback to AML on performance issues to ensure that any problems experienced by AML are addressed promptly.

6. **Repairs:** All repairs to any improvements on the premises, including but not limited to outbuildings, fences, paths, roads or the like which may be required during the term of this lease shall be made at the expense of the City, unless such repairs are caused by direct actions by AML or its employees or agents. AML shall maintain the premises at least in the same condition as exists as of the making of this lease, normal wear and tear excluded. Any improvements erected on said premises by AML shall be and become a part of the realty and pass to the City at the termination of this lease unless the parties agree in writing to the contrary. AML shall, at the termination or surrender or forfeiture of this lease, return said premises to the City in as soon and satisfactory condition as existed at the inception of this lease.

7. **Covenant Not to Commit Waste.** AML covenants that at all times it shall keep the premises in good order, that it will not permit the infestation of insects or the obstruction of drainage ditches or water course; that it will not permit waste to occur on the demised premises; that it will not permit or cause any nuisance to exist on said premises; that it will maintain control over said demised premises in such a manner that no fire hazard will be permitted to arise; that it shall use said premises solely for the purpose of conducting business, for its members and guests; and that they will keep the premises in a clean and orderly fashion free of litter and debris, AML specifically agrees that as needed during the term hereof (upon receipt of notice from the City of Conway)

that is shall thoroughly clean said premises, and return it to the condition that existed on the original date of occupancy.

8. **Assignment.** AML shall not assign this lease or sublet the leased premises without prior written consent of the City. Any such assignment or subletting shall in no way relieve AML from liability for the obligation imposed by this lease, unless and until a written release is executed by the City.
9. **Non-Waiver.** It is agreed that the failure of the City to invoke any of the available remedies under this lease or under the law in the event of one or more breaches or defaults by AML under the lease shall not be construed as a waiver of such provisions and conditions.
10. **Holdover.** AML hereby agrees that upon the termination of this lease for whatever reason, AML will peaceably deliver possession of the leased premise to the City. In the event, AML shall be permitted by the City to hold over after the expiration of termination of this lease, or any extension thereof, said holding over in the absence of a written agreement otherwise shall be construed as a tenancy from week to week at a rental equal to that due for the last week paid under this lease. Such tenancy may be terminated by written notice from either party to the other party on or before the date on which the last payment of rental is due for that year, or as provided in Section 11. In the event it becomes necessary for the City to take legal action to recover possession at the time of termination, AML agrees to pay all cost s and expenses of such action, including reasonable attorney's fees, incurred by the City.
11. **Termination by Lessor:** AML acknowledges that the property subject to said lease is surplus property owned by the City. In the event that said property is deemed necessary for municipal purposes, in the sole discretion of the City of Conway City Council, the City reserves the right to terminate this lease at any time prior to its expiration upon ten (10) days written notice to AML. AML agrees upon notification by the Lessor to discontinue use of the premises and peacefully surrender its control to the City after the expiration of said ten (10) day period, at which time the duty to pay rent shall be terminated. Should the City exercise its right to terminate this lease, the City agrees to provide a mutually agreeable alternative location, based upon available property from the City's inventory, for AML's relocation at no extra expenses to AML.
12. **Title and Quiet Environment.** The City covenants and warrants that it is the owner in a fee simple absolute of the leased premises and may lease said premises as herein provided. Upon payment by AML of the rents herein provided and upon the observance and performance of all the covenants, terms and conditions upon AML's part to be observed and performed, AML shall peaceably and quietly hold and enjoy the demised premises for the term hereby demised without hindrance or interruption by the City or any other persons lawfully or equitable claiming by, through or under the City, subject to the terms and conditions of this lease.
13. **Succession.** This lease agreement shall inure to the benefit of and be binding upon the parties hereto and its respective heirs, successors, and assigns.

14. **Severability.** Each paragraph of this Lease Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph and subparagraphs is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.
15. **Interpretation.** The parties hereto agree that this Agreement shall be construed under Arkansas law. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Agreement shall be vested in the Circuit Court of Faulkner County, Arkansas.
16. **Entire Agreement.** This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter hereof. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
17. **Notice.** All notices, requests, demands and other communications required by or permitted hereunder shall be in writing and/or in electronic form, including but not limited to electronic mail and other electronic notification, and shall be deemed to have been duly given when received by the party to whom directed; provided, however if in writing that notice shall be conclusively deemed given at the time of its deposit in the United States Mail when sent by certified mail, postage prepaid, to the other party at the following address or at such other addresses as shall be given in writing by either party to the other:

City of Conway, Arkansas
Mayor's Office
1201 Oak Street
Conway, AR 72032

Arkansas Municipal League
301 West 2nd Street
North Little Rock, AR 72115

18. **Failure to Pay Rentals or Keep Covenants.** The failure or refusal by AML to pay the rentals at the times and in the manner provided by this lease, and the failure of AML to keep and perform its covenants hereunder, shall in either of these events, permit the City at its option and without any liability on its part to terminate this lease, re-enter and repossess said property. The City shall have the same right of entry and possession, and the right to expel AML without any liability or obligation in either law or equity, in the event AML shall file or have filed against it a petition in bankruptcy, make an assignment for the benefit of its creditors, become insolvent, or have a receiver appointed for it.
19. **Modification.** No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary in terms or conditions of the Agreement shall be binding

unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgement or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Agreement.

20. **Authority.** The parties executing this lease represent that they have been duly authorized to bind their respective for the purposes stated therein.

IN WITNESS THEREOF, the Lessor and Lessee have hereunto set their hands and seals on the day first above written.

City of Conway, AR

Lessor:

By: _____
Mayor Tab Townsell

Lessee:

By: _____

Name: _____

Title: _____

Attest:

Michael O. Garrett
City Clerk/Treasurer

{SEAL}



**City of Conway, Arkansas
Ordinance No. O-14-_____**

**AN ORDINANCE TO AWARD RETIRED PERSONNEL FROM THE CONWAY FIRE DEPARTMENT
THEIR DUTY WEAPON; AND FOR OTHER PURPOSES:**

Whereas, Conway Fire Department requests when fire personnel retire with at least 20 years of service and who possess a duty weapon that they be awarded that duty weapon as a gesture of appreciation for their service; and

Whereas, the Fire Chief requests authorization to begin this tradition within the department.

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

Section 1. The City Council hereby approves this request and authorizes the Fire Chief to award personnel, with at least 20 years of service who possess a service weapon, with that weapon upon retirement.

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

PASSED this 14th day of October, 2014.

Approved:

Mayor Tab Townsell

Attest:

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

City of Conway
Human Resources Department

Date: September 9, 2014

Subject: Medical and Dental Premium Increases/Decrease by Year

Year	Benefit	Percentage of Premium Increase	
2015	Medical	27.6%	
	Dental	5.5 %	
2014	Medical	18%	(plan design changed to standard HA plan to reduce premium increase to 18% from 28%)
	Dental	3%	
2013	Medical	6.2%	(all employees were migrated to a single option plan to reduce the premium increase to 6.2% from 15.8%)
	Dental	0%	
2012	Medical	0%	
	Dental	0%	
2011	Medical	1.5%	
	Dental	3.0%	
2010	Medical	1.5%	
	Dental	3.0%	
2009	Medical	3.0%	
	Dental	2.0%	
2008	Medical	0%	
	Dental	5%	
2007	Medical	8%	(This is the year we switched to HA, UHC bid a 19% increase)
	Dental	13.0%	
2006	Medical	0%	
	Dental	0%	
2005	Medical	1.5%	
	Dental	8.2% Decrease	
2004	Medical	0%	United Healthcare
	Dental	0%	United Healthcare

City of Conway

2014 AML Health Benefit Fund Rates vs. 2014 HA Medical Rates

2014 2015 AML Health Benefit Fund Rates	Employee	Employee	City	City	Total	
\$500 Deductible	Employee Cost/Mo.	Employee Cost/Pay Period	City Cost/Mo.	City Cost/Pay Period	Total Premium	% Paid by City
Employee Only	\$19.50	\$9.75	\$293.50	\$146.75	\$313.00	93.8%
Employee + Spouse	\$124.75	\$62.38	\$470.25	\$235.13	\$595.00	79.0%
Employee + Children	\$101.00	\$50.50	\$454.00	\$227.00	\$555.00	81.8%
Employee + Family	\$184.00	\$92.00	\$511.00	\$255.50	\$695.00	73.5%

2014	AML Health Fund Monthly Premium Savings		
Tier	Monthly Premium Savings	City	Employee
EE	\$23.10	\$21.76	\$1.34
EE + S	\$43.50	\$34.16	\$9.34
EE + C	\$9.60	\$7.84	\$1.76
EE + F	\$188.80	\$138.59	\$50.21
Total	\$265.00	\$202.35	\$62.65

2014 Health Advantage Medical Ins. Rates	Employee	Employee	City	City	Total	
\$1000 Deductible	Employee Cost/Mo.	Employee Cost/Pay Period	City Cost/Mo.	City Cost/Pay Period	Total Premium	% Paid by City
Employee Only	\$20.84	\$10.42	\$315.26	\$157.63	\$336.10	93.8%
Employee + Spouse	\$134.09	\$67.05	\$504.41	\$252.21	\$638.50	79.0%
Employee + Children	\$102.76	\$51.38	\$461.84	\$230.92	\$564.60	81.8%
Employee + Family	\$234.21	\$117.11	\$649.59	\$324.80	\$883.80	73.5%

2015	AML Health Fund Monthly Premium Savings		
Tier	Monthly Premium Savings	City	Employee
EE	\$115.70	\$108.62	\$7.08
EE + S	\$219.40	\$173.13	\$46.27
EE + C	\$165.10	\$135.04	\$30.06
EE + F	\$432.30	\$317.57	\$114.73
Total	\$932.50	\$734.35	\$198.15

2015 Health Advantage Medical Ins. Rates	Employee	Employee	City	City	Total	
\$1000 Deductible	Employee Cost/Mo.	Employee Cost/Pay Period	City Cost/Mo.	City Cost/Pay Period	Total Premium	% Paid by City
Employee Only	\$26.58	\$13.29	\$402.12	\$201.06	\$428.70	93.8%
Employee + Spouse	\$171.02	\$85.51	\$643.38	\$321.69	\$814.40	79.0%
Employee + Children	\$131.06	\$65.53	\$589.04	\$294.52	\$720.10	81.8%
Employee + Family	\$298.73	\$149.37	\$828.57	\$414.28	\$1,127.30	73.5%

27.6% Increase

MEMO

To: Mayor Tab Townsell
Conway City Council

From: Brenda Yarbrough – Finance Dept.

Date: Oct. 14, 2014

Subject: Disposal/Removal from Inventory

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.

Please advise if you have any questions.

Thank you,

Disposals - Oct. 14

Description	Purchase Price	Accum Depr	Book	Dept.
External Defibrillator	\$1,874.38	1,353.29	521.08	131
Thermal Image Camera	\$11,403.05	8,189.55	3,213.49	131
Thermal Image Camera	\$11,403.05	8,189.55	3,213.49	131
Thermal Image Camera	\$10,498.25	10,498.25	0.00	131
Thermal Image Camera	\$10,498.25	10,498.25	0.00	131
Thermal Image Camera	\$21,034.69	21,034.69	0.00	131
Thermal Image Camera	\$11,319.00	3,608.18	7,710.81	131
Thermal Image Camera	\$11,319.00	3,608.18	7,710.81	131
Thermal Image Camera	\$11,826.00	10,401.79	1,424.20	131
				\$101,175.67
2007 Ford Crown Vic	\$28,197.72	26,709.50	1,488.21	121
2007 Ford Crown Vic	\$29,697.70	28,130.32	1,567.37	121
2008 Ford Crown Vic	\$26,251.43	20,347.22	5,904.20	121
2005 Ford Crown Vic	\$33,383.69	33,383.68	0.01	121
1998 Chevy Lumina	\$17,793.00	17,793.00	0.00	121
1996 Chevy Lumina	\$16,577.00	16,577.00	0.00	121
1998 Ford Crown Vic	\$19,825.00	19,825.00	0.00	121
2005 Ford Crown Vic	\$28,117.85	28,117.85	0.00	121
2005 Ford Crown Vic	\$33,383.69	33,383.68	0.01	121
				\$233,227.08
Husquavarna Riding Mower	\$3,243.31	1,669.40	1,573.90	510
2003 Chevrolet Truck	\$19,971.00	18,902.65	1,068.34	510
2004 3/4 Ton Truck	\$21,391.82	21,391.82	0.00	510
2005 Chevrolet Truck	\$14,327.50	14,327.50	0.00	510
				\$58,933.63
Desktop	Optiplex 740	HMZRGF1	112-137	
Desktop	Optiplex 740	3NZRGF1	112-138	
Switches	PowerLink Pro 100+	529,359.00	112-149	
Servers	DL100	CNM0538158	112-16	
Laptop	Latitude D630	1STMBG1	118-276	
Laptop	Latitude D630	4MTY1F1	118-277	
Switch	Procurve 4104gl	SG341AD07Z	112-47	
Laptop	Inspiron 1100	27F1131	113-614	
Desktop	D530U	W241KPBZA718	27-46	
Desktop	D510	USW3270D92	27-65	
Desktop	D510	USW3270D91	27-66	
Desktop	D510U	USW3270DC6	27-68	
Desktop	Optiplex GX240	8HXDL11	114-76	
Desktop	OptiPlex 740	J0WGJF1	113-1223	
Desktop	Optiplex 740	41WGJF1	113-1224	
Desktop	OptiPlex 740	F1WGJF1	113-1225	
Desktop	OptiPlex 740	91WGJF1	113-1226	
Desktop	OptiPlex 740	D1WGJF1	113-1227	

Desktop	OptiPlex 740	51WGJF1	113-1228	
Laptop	Latitude D630	6MJLGF1	113-1229	
Laptop	Latitude D630	5MJLGF1	113-1230	
Laptop	Latitude D630	7J9DQF1	113-1231	
Laptop	Latitude D630	4K9DQF1	113-1233	
Laptop	Latitude D630	HJ9DQF1	113-1234	
Laptop	Latitude D630	1K9DQF1	113-1235	
Laptop	Latitude D630	FJ9DQF1	113-1236	
Desktop	DC7800	MXL8431554	113-1280	
Desktop	dc7900 Small Form Factor	2UA8520B85	113-1281	
Desktop	dc7900 Small Form Factor	2UA8520B86	113-1282	
Desktop	dc7900 Small Form Factor	2UA8520B87	113-1283	
Desktop	dc7900 Small Form Factor	2UA8520B88	113-1284	
Desktop	DC7900	2UA8520B6W	113-1285	
Desktop	dc7900 Small Form Factor	2UA8520B80	113-1286	
Desktop	DC7900	2UA8520B81	113-1287	
Desktop	dc7900 Small Form Factor	2UA8520B82	113-1288	
Desktop	dc7900 Small Form Factor	2UA8520B83	113-1289	
Desktop	dc7900 Small Form Factor	2UA8520B84	113-1290	
Laptop	CF-52GFNBXAM	9ATYA43904	113-1385	
Laptop	CF-52GFNBXAM	9BTYA48662	113-1386	
Laptop	CF-29HTLGZBM	9BTYA48420	113-1387	
Laptop	CF-52GFNBXAM	9ATYA42108	113-1388	
Laptop	CF-52GFNBXAM	9BTYA48905	113-1389	
Laptop	CF-52GFNBXAM	9BTYA48972	113-1390	
Laptop	CF-52GFNBXAM	9ATYA42054	113-1391	
Laptop	CF-52GFNBXAM	9BTYA49072	113-1392	
Laptop	CF-52GFNBXAM	9BTYA48900	113-1393	
Laptop	Latitude E6410	DYC1XN1	121-0651	
Monitor	A1082	2A4421S6PKL	113-812	
Desktop	DC7600	2UA6241F7B	118-255	
Desktop	HP Compaq 8000 Elite	2UA0010XB2	121-0687	
Desktop	HP Compaq 8000 Elite	2UA0010XB3	121-0688	
Desktop	HP Compaq 8000 Elite	2UA0010XB4	121-0689	
Desktop	HP Compaq 8000 Elite	2UA0010XB5	121-0690	
Desktop	HP Compaq 8000 Elite	2UA0010XB6	121-0691	

Desktop	HP Compaq 8000 Elite	2UA0010XB9	121-0694	
Desktop	HP Compaq 8000 Elite	2UA0010XBB	121-0695	
Desktop	HP Compaq 8000 Elite	2UA0010XBC	121-0696	
Desktop	HP Compaq 8000 Elite	2UA0010XBD	121-0697	
Desktop	dc7900 Small Form Factor	2UA9070N5D	27-90	
Desktop	DC7900	2UA9070N5F	27-91	
Desktop	dc7900 Small Form Factor	2UA9070N5G	121-0708	
Desktop	DC7100	2UB5010262	126-21	
Laptop	Latitude D620	HJW4BC1	110-139	
Desktop	OptiPlex 740	5GVPCF1	110-147	
Desktop	OptiPlex 740	7GVPCF1	110-149	
Desktop	OptiPlex 740	8GVPCF1	110-150	
Desktop	OptiPlex 740	9GVPCF1	110-151	
Desktop	OptiPlex 740	BGVPCF1	110-152	
Desktop	Optiplex 740	DGVPCF1	110-153	
Desktop	OptiPlex 740	GGVPCF1	110-154	
Desktop	OptiPlex 740	HGVPCF1	110-155	
Desktop	OptiPlex 740	CHVPCF1	110-156	
Desktop	OptiPlex 740	JGVPCF1	110-157	
Desktop	Optiplex 740	1HVPCF1	110-158	
Desktop	OptiPlex 740	3HVPCF1	110-159	
Desktop	Optiplex 740	4HVPCF1	110-160	
Desktop	OptiPlex 740	5HVPCF1	110-161	
Desktop	OptiPlex 740	8HVPCF1	110-162	
Desktop	OptiPlex 740	9HVPCF1	110-163	
Desktop	OptiPlex 740	6GVPCF1	110-164	
Desktop	Optiplex 740	HRFG1F1	111-02	
Desktop	Optiplex 740	FRFG1F1	111-03	
Laptop	Latitude D630	G65F1F1	111-04	
Laptop	Latitude D630	965F1F1	111-05	
Laptop	nc8230 (PR174UA#ABA)	CNU5112BTD	115-656	
Laptop	Latitude D620	CB87KC1	115-838	
Desktop	Optiplex 740	D187SC1	115-840	
Desktop	OptiPlex 740	G187SC1	115-841	
Desktop	Optiplex 740	J187SC1	115-843	
Desktop	Optiplex 740	3287SC1	115-844	
Desktop	Optiplex 740	4287SC1	115-845	
Desktop	Optiplex 740	5287SC1	115-846	
Desktop	OptiPlex 740	9287SC1	115-848	
Laptop	Latitude ATG D620	HJ1D4D1	115-851	
Laptop	Latitude D620	3K1D4D1	115-852	
Laptop	Latitude D620	6SR9PD1	115-885	
Laptop	Latitude D620	3QPSBF1	115-889	
Desktop	Optiplex 740	1QXTJF1	131-1283	
Desktop	OptiPlex 740	9QXTJF1	115-941	

Desktop	Optiplex 740	CQXTJF1	115-943	
Laptop	nx7010 (PD874AV)	2UA5120RK4	120-122	
Desktop	Optiplex 740	7C95BD1	120-186	
Desktop	Optiplex 740	2P1W2F1	120-225	
Desktop	Optiplex 740	HX0MLF1	120-235	
Desktop	Optiplex 740	2Y0MLF1	120-236	
Desktop	Optiplex 740	1Y0MLF1	140-2014	
Laptop	Latitude D810	FNMYN81	201-328	
Desktop	Precision 490	7V2QMF1	201-394	
Desktop	Precision WorkStation 490	5V2QMF1	201-395	
Desktop	dc7900	2UA9100SFT	113-1290	
Desktop	dc7800 Small Form Factor	2UA8431D1T	107-47	
Desktop	OptiPlex 740	404DHD1	118-306	
Desktop	Optiplex 740	8XK89F1	118-315	
Desktop	OptiPlex 740	5XK89F1	118-316	
Desktop	dc7900 Small Form Factor	MXL9030TN5	118-376	
Desktop	dc7900 Small Form Factor	2UA9350MGX	118-394	
Desktop	Optiplex 740	4FYTJF1	23-80	
Desktop	Optiplex 740	6FYTJF1	23-81	
Desktop	Optiplex 740	9FYTJF1	23-82	
Desktop	OptiPlex 740	4GYTJF1	23-83	
Desktop	Optiplex 740	DFYTJF1	23-84	
Desktop	Optiplex 740	JFYTJF1	23-85	
Desktop	Optiplex 740	1GYTJF1	23-86	
Desktop	Optiplex 740	BFYTJF1	23-87	
Anserwing Machine		EB918929356		
Cable Box	DCT2244/1661	GI240TC2437		
Desktop	Power Mac G5	G84457D4QPP	113-811	
Desktop	Precision WorkStation 490	5QW3HD1		
Desktop	Optiplex GX1		104-04	
Desktop	Optiplex 740	DNZRGF1		
Desktop	Optiplex 740	8NZRGF1		
Desktop	Optiplex 740	GQXTJF1	131-1286	
Desktop	Optiplex GX520	G7M7491		
Desktop	D510U	V305KPBZA198	110-88	
Desktop	D510U	USU3140FK8		
Desktop	D510U	USW3150DMB	27-57	

Desktop	D510U	USW3150DLY	27-54	
Desktop	D510U	W241KPBZA715	27-43	
Desktop	D530U	2UB40805RL	113-731	
Desktop	DC7600	2UA6440PM0		
Desktop	dc7900 Small Form Factor	2UA9240213	140-2015	
Desktop	dc7800 Small Form Factor	MXL8420STC	110-170	
Desktop	dc7600	2UA6261BRK	110-131	
Desktop	dc7800 Small Form Factor	MXL8430T33		
Desktop	dc7900 Small Form Factor	2UA91614DN		
Desktop	dc7900 Small Form Factor	2UA91614DP		
Desktop	DC7900	2UA91614DM		
Desktop	no model number	no serial number		
Desktop	OptiPlex 780	8PN3CP1	128-00187	
Desktop	OptiPlex 780	8PLYBP1	128-00175	
Desktop	OptiPlex 780	8PM0CP1	128-00177	
Desktop	OptiPlex 780	8PM4CP1	128-00181	
Desktop	OptiPlex 780	8PMZBP1	128-00183	
Desktop	OptiPlex 780	8PN1CP1	128-00185	
Desktop	OptiPlex 780	8PP0CP1	128-00174	
Desktop	OptiPlex 780	8PM2CP1	128-00179	
Desktop	OptiPlex 780	8PM3CP1	128-00180	
Desktop	OptiPlex 780	8PM1CP1	128-00178	
Desktop	OptiPlex 780	8PN2CP1	128-00186	
Desktop	OptiPlex 780	8PL3CP1	128-00173	
Desktop	OptiPlex 780	8PLZBP1	128-00176	
Desktop	OptiPlex 780	8PN4CP1	128-00188	
Desktop	OptiPlex 780	8PNZBP1	128-00190	
Desktop	OptiPlex 780	8PN0CP1	128-00184	
Desktop	OptiPlex 780	8PL4CP1	128-00191	
Desktop	OptiPlex 780	8PMYBP1	128-00182	
Desktop	OptiPlex 780	8PNYBP1	128-00189	

Desktop	Precision Workstation T3500	HKG1FQ1		
Desktop	Precision Workstation T3500	HKF3FQ1		
Desktop	Precision Workstation T3500	HKF2FQ1		
Desktop	Precision Workstation T3500	HKF1FQ1		
Desktop	Precision Workstation T3500	HKG2FQ1		
Fax Machine	FAX4100e	U61639C7J630170		
Firewall	SSL500	8E8901342-8662		
Firewall	FIREBOX 700 F2064N	203,405,834.00		
Laptop	Latitude D620	19FTRC1		
Laptop	Latitude D620	7BFTRC1		
Laptop	Latitude D830	JZ9P4H1		
Laptop	Latitude D620	38FTRC1		
Laptop	Precision M90	BVPC4F1		
Laptop	Precision M90	35YW1D1		
Laptop	Latitude D830	191VLF1		
Laptop	Latitude D620	C8FTRC1		
Laptop	v100	I7A36V0060		
Laptop	nc8230 (PR174UA#ABA)	CNU51629SQ		
Laptop	nc8230 (PR174UA#ABA)	CNU51629SK		
Laptop	nc8230 (PR174UA#ABA)	CNU5UT1WCN		
Laptop	nc8230 (PR174UA#ABA)	CNU5150698		
Laptop	Omnibook XE3	TW21503646		
Laptop	Compaq nc8430	CNU6330LX5		
Laptop	EliteBook 8530p	2CE927HG2G	113-1435	
Laptop	CF-29HTLGZBM	5BKSA96944		
Laptop	CF-29HTLGZBM	5BKSA97366		
Laptop	CF-29LTQGZBM	6AKSB04480		
Laptop	CF-29ETKGZKM	4LKSA80832		
Laptop	CF-29HTLGZBM	5BKSA96945		
Laptop	CF-29HTLGZBM	5BKSA97423		
Laptop	CF-29ETKGZKM	4FKSA39870		
Laptop	CF-29ETKGZKM	4LKSA80927		
Laptop	CF-29ETKGZKM	5KKSA74080		
Laptop	CF-29ETKGZKM	4KKSA78492		
Laptop	CF-29ETKGZKM	4FKSA39859		

Laptop	CF-29LTQGZBM	6AKSB04574		
Laptop	CF-29ETKGZKM	4LKSA80897		
Laptop	CF-29HTLGZBM	5BKSA97255		
Laptop	CF-29ETKGZKM	4KKSA78486		
Laptop	CF-29ETKGZKM	4LKSA80714		
Laptop	Satallite P30	75233706K		
Laptop	Latitude E5520	H5FM4S1		
Monitor	AL1916 C	ETL49083846290B 8254217		
Monitor	AL1917W	ETL870C0447150E D554030		
Monitor	AL1906	ETL490842964902 FAB4201		
Monitor	AL1906 A	ETL490842964902 FC74201		
Monitor	AL1916A b	ETL490812260903 58FPK08		
Monitor	AL1906	ETL490842964902 EB34201		
Monitor	AL1916A b	ETL490842964902 FB84201		
Monitor	AL1916	ETL490842964902 FC84201		
Monitor	AL1916	ETL490842964902 FAA4201		
Monitor	AL1914 b	FETL23022136020 155DED4D		
Monitor	AL1914 b	ETL230221360201 560ED4D		
Monitor	AL1916 A	ETL470214871100 9794143		
Monitor	AL1914 b	ETL230221360201 55EED4D		
Monitor	AL1916 A	ETL470214871100 97A4143		
Monitor	AL1914 b	ETL230221360201 566ED4D		
Monitor	AL1917W A	ETL870C04471600 C434030		
Monitor	AL1914 b	ETL230221360201 55FED4D		
Monitor	AL1916 c	ETL490838463509 A844217		
Monitor	AL1914 b	ETL230221360201 537ED4D		
Monitor	AL1916 c	ETL490838463509 AA44217		
Monitor	AL1914b	ETL230221360201 565ED4D		
Monitor	AL1914b	ETL230221360201 55AED4D		
Monitor	AL1917W A	ETL870C0447150E D5E4030		
Monitor	AL1914b	ETL230221360201 561ED4D		
Monitor	X223W	ETLDX0D0119200 E5DE8512	115-1181	
Monitor	X223W	ETLDX0D0119200 E62A8512	115-1182	

Monitor	X223W	ETLDX0D0119200 E62C8512	115-1179	
Monitor	X223W	ETLDX0D01192000 D2868512	115-1178	
Monitor	X223W	ETLDX0D0119200 E61F8512	115-1183	
Monitor	X223W	ETLDX0D0119200 E61D8512	115-1180	
Monitor	X223W	ETLDX0D0119200 E6208512	115-1184	
Monitor	AL1914b	ETL230221360201 55BED4D		
Monitor	AL1916c	ETL490838463509 AB64217		
Monitor	AL1916c	ETL490838463509 B574217		
Monitor	DCL9C	552RC901AA0038		
Monitor	2208WFPt	CN-0CU889-71618- 7BK-371S		
Monitor	2208WFPt	MX-0HF730-46634- 77R-3LWL		
Monitor	2208WFPt	CN-0CU889-71618- 7CH-434U		
Monitor	2208WFPt	CK-0CU889-71618- 7CH-433U		
Monitor	2208WFPt	CN-0CU889-71618- 7BL-E8MU		
Monitor	E228WFPc	CN-0KU311-64180- 78K-2F9M		
Monitor	1908FPt	CN-0FP182-71618- 76K-AC12		
Monitor	2005FPW	MX-0T6130-48323- 5AC-233L		
Monitor	1900FP	KR-09J367-47602- 26B-APCV		
Monitor	E228WFPc	CN-0KU311-64180- 78D-4QSM		
Monitor	E228WFPc	CN-0KU311-64180- 7BC-05ZL		
Monitor	228WFPc	CN-0KU311-64180- 7AN-380M		
Monitor	E228WFPc	CN-0KU311-64180- 79A-12YS		

Monitor	E228WFPc	CN-0KU311-64180-7AF-B17M		
Monitor	E228WFPc	CN-0KU311-64180-7B6-0ELM		
Monitor	E228WFPc	CN-0KU311-64180-79A-18DS		
Monitor	E228WFPc	CN-0KU311-64180-7AF-BCBM		
Monitor	E228WFPc	CN-0KU311-64180-7B6-0RAM		
Monitor	E228WFPc	CN-0KU311-64180-7B6-0R6M		
Monitor	E228WFPc	CN-0KU311-64180-7AF-51UM		
Monitor	E228WFPc	CN-0KU311-64180-7B6-0SJM		
Monitor	E228WFPc	CN-0KU311-64180-7B6-0EJM		
Monitor	E228WFPc	CN-0KU311-64180-7B6-0R7M		
Monitor	E228WFPc	CN-0KU311-64180-7AF-819M		
Monitor	E228WFPc	CN-0KU311-64180-7B6-0QVM		
Monitor	P780	6271RC7G8VA9		
Monitor	P780	MX-075UXR-47741-16R-10MC		
Monitor	E228WFPc	CN-0KU311-64180-7B6-0QYM		
Monitor	\$1,955.00	CNK5030BT8		
Monitor	L1925	CNB4200527		
Monitor	L1925	CNB4210B5L		
Monitor	L1925	CNB41603NJ		
Monitor	P9626	CNB4210B5R		
Monitor	P9626	CNB41603NG		
Monitor	K717s	F6E154319202U		
Monitor	921Z	506KGGE14271		
Monitor	921Z	506KGFJ14307	113-936	
Monitor	710S	S48L500299		
Monitor	815C	537F504740		
Monitor	815C	S38F502287		
Monitor	815C	S3AF504618		
Monitor	815C	S3AF504622		
Monitor	815c	S43F500603		
Monitor	Q9B-2	Q5W063148742	109-75	
Monitor	VA721	P37055020503	115-722	
Monitor	VG900b	A1Q044853195		

Monitor	VX910	P1T0521B0335		
Networking	AIR-PWRINJ-BLR2	FOC1242J02N		
Networking	PepLink Balance 300	1824-238D-7C34		
Phones	Impact	MS 04 05 07 2694		
Phones	Impact	MS 04 05 07 2567		
Phones	Impact	MS 04 05 07 2692		
Phones	Impact	MS 04 05 07 2565		
Phones	Impact	MS 04 05 07 2693		
Phones	Impact	MS 04 05 07 2691		
Phones	Impact	100,012,861.00		
Phones	Impact	200,012,035.00		
Phones	Impact	MS 04 05 07 2699		
Phones	Impact	MS 04 05 07 2697		
Phones	Impact	MS 04 05 07 2566		
Phones	\$7,310.00	426,605.00		
Phones	\$7,310.00	426,567.00		
Phones	\$7,310.00	426,603.00		
Phones	\$7,310.00	426,613.00		
Printer	DeskJet 930C	MX0CE1D1VD		
Printer	DeskJet 940c	MX1AT6D13D		
Printer	840c	MX09M1V0RS		
Printer	c3180	CN68GC7200		
Printer	Photosmart Premium	CN15L214GN		
Printer	648c	TH14J97HDD		
Printer	940c	CN15I6Q0CQ		
Printer	920c	MX2226f1k0		
Printer	Photosmart c5180	MY666C31Z2		
Printer	Photosmart 8450	CN48V22108		
Printer	Laserjet 3500	CNBRC13611		
Servers	POWERSHAULT 124T	FPJ26D1		
Servers	Powervault EXPANCION	SG-0HC835-71313-960-1198-A00		
Shredder	RSX128	1,758,560.00		
Switch	Procurve 4104gl	SG517AD069		
Switches	PowerConnect 3424P	CN-0WJ684-28298-7BC-0125		

Switches	Procurve 4104GL J4887A	SG539AD068		
Switches	Procurve 4108GL J4865A	SG338MF02E		
Switches	Procurve 4104GL J4887A	SG41AD08H		
Video Cassette Recorder	Super VHS ET	139H0196		