

City Council Members

Mayor Tab Townsell
City Attorney Michael Murphy
City Clerk/Treasurer Michael O. Garrett



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

City of Conway - City Council Meeting
Tuesday, August 24th, 2010@ 6:30pm
Russell L. "Jack" Roberts District Court Building – 810 Parkway St., Conway, AR 72032
5:30pm - City Council Committee Meeting:
No Committee Meeting

Call to Order

Roll Call

Minutes: **August 10th, 2010**

Announcements / Proclamations / Recognition: **Employee Service Awards**

1. Public Hearing:

- A. Public Hearing to discuss closing four utility easements located in Woodland Springs Subdivision, Phase III along Lot 122, 123, & 124.
 - 1. Ordinance closing a 5' utility easements and three 15' located in Woodland Springs Subdivision, Phase III along Lot 122, 123, & 124.
- B. Public hearing to discuss the closing of Edgewood Drive in the Second Baptist Subdivision.
 - 1. Ordinance closing a 50' street right of way known as Edgewood Drive located in the Second Baptist Subdivision in the City of Conway.

2. Report of Standing Committees:

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

- 1. Consideration of nominations from the Bicycle Advisory Board.
- 2. Resolution ordering the demolition of a structure located at 11 Mockingbird Lane.
- 3. Resolutions requesting the Faulkner County Tax Collector to place certified liens on certain properties as a result of incurred expenses by the City.
- 4. Consideration to reallocate funds within the Community Development Block Grant Program.
- 5. Consideration to approve the contracts for the 2010 CDBG funding recommendations.
- 6. Consideration of an offer and acceptance for property located at 819 Siebenmorgen & 1416 & 1429 Sutton Street.
- 7. Ordinance to rezone property located at 2600 College Avenue from R-1 to O-2.
- 8. Consideration of a conditional use permit to allow a taxicab stand or dispatch station for property located at 704 East Sixth Street.
- 9. Consideration of obtaining right of way from Mr. J.E. Williams for the Museum Road Extension (Siebenmorgen Road to Lower Ridge Road).

10. Consideration of bids for asphalt for Salem Road (Meadowlake Road to US 64) & other projects for the City of Conway.

(Additional Information will be provided at meeting)

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

1. Ordinance approving the donation of a phone system from the Conway Fire Department.
2. Ordinance amending Title 6 (Animal Welfare) of the Conway Municipal Code Book.
3. Ordinance appropriating reimbursement funds to the Conway Police Department.
4. Ordinance appropriating insurance funds to the Conway Police Department.
5. Ordinance appropriating asset forfeiture funds to the Conway Police Department.

C. Old Business

D. New Business

Adjournment



City of Conway, Arkansas
Ordinance No. O-10- _____

AN ORDINANCE CLOSING A 5' UTILITY EASEMENT AND THREE (3) 15' UTILITY EASEMENTS LOCATED IN WOODLAND SPRINGS SUBDIVISION PHASE III, AND FOR OTHER PURPOSES;

WHEREAS, a petition was duly filed with the City Council of the City of Conway, Arkansas on the 10th day of August, 2010, asking the City Council to vacate and abandon all or part of the easements in Lots 122, 123, and 124, Woodland Springs Subdivision.

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; has not been actually used by the public generally for a period of at least five (5) years subsequent to the filing of the plat; that all the owners of the property abutting upon the portion of the easements 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 the easements in Lots 122, 123, and 124, Woodland Springs Subdivision Phase III.

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 easements in Lots 122, 123, and 124, Woodland Springs Subdivision Phase III designated as follows:

Being the south 5.0 feet of the north 15.0 feet utility easement lying parallel and adjacent to the north line of Lot 124, Woodland Springs Subdivision, Phase III to the City of Conway, Arkansas, as shown on Plat of Records in Plat Book H, page 97, to the Faulkner County Records, less and except the west 7.5 feet and also less and except the east 10.0 feet thereof.

Being a 15.0 foot utility easement lying between Lots 123 and 124, Woodland Springs Subdivision, Phase III to the City of Conway, Arkansas as shown on Plat of Records in Plat Book H, Page 97 to the Faulkner County Records, less and except the west 7.5 feet and also less and except the east 10.0 feet thereof.

Being a 15.0 foot utility easement lying between Lots 122 and 123, Woodland Springs Subdivision, Phase III to the City of Conway, Arkansas as shown on Plat of Records in Plat Book H, Page 97 to the Faulkner County Records, less and except the west 7.5 feet and also less and except the east 10.0 feet thereof.

Being a 15.0 foot utility easement lying parallel and adjacent to the south line of Lot 122, Woodland Springs Subdivision, Phase III to the City of Conway, Arkansas as shown on Plat of Records in Plat Book H, Page 97 to the Faulkner County Records, less and except the west 7.5 feet and also less and except the east 71.53 feet thereof.

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.

Passed this 24th day of August, 2010.

Approved:

Attest:

Mayor Tab Townsell

Michael O. Garrett
City Clerk/Treasurer

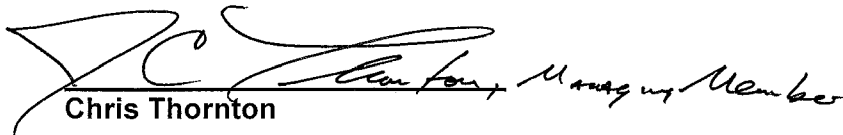
**Petition of written consent for the
Vacating of Easement
For the intent of Public Use**

Legal Description of Utility Easements, (or portion thereof), to be vacated:

1. Being the south 5.0 feet of the north 15.0 feet utility easement lying parallel and adjacent to the north line of Lot 124, Woodland Springs Subdivision, Phase III to the City of Conway, Arkansas, as shown on Plat of Records in Plat Book H, page 97, to the Faulkner County Records, less and except the west 7.5 feet and also less and except the east 10.0 feet thereof.
2. Being a 15.0 foot utility easement lying between Lots 123 and 124, Woodland Springs Subdivision, Phase III to the City of Conway, Arkansas as shown on Plat of Records in Plat Book H, Page 97 to the Faulkner County Records, less and except the west 7.5 feet and also less and except the east 10.0 feet thereof.
3. Being a 15.0 foot utility easement lying between Lots 122 and 123, Woodland Springs Subdivision, Phase III to the City of Conway, Arkansas as shown on Plat of Records in Plat Book H, Page 97 to the Faulkner County Records, less and except the west 7.5 feet and also less and except the east 10.0 feet thereof.
4. Being a 15.0 foot utility easement lying parallel and adjacent to the south line of Lot 122, Woodland Springs Subdivision, Phase III to the City of Conway, Arkansas as shown on Plat of Records in Plat Book H, Page 97 to the Faulkner County Records, less and except the west 7.5 feet and also less and except the east 71.53 feet thereof.

Abutting property owners:

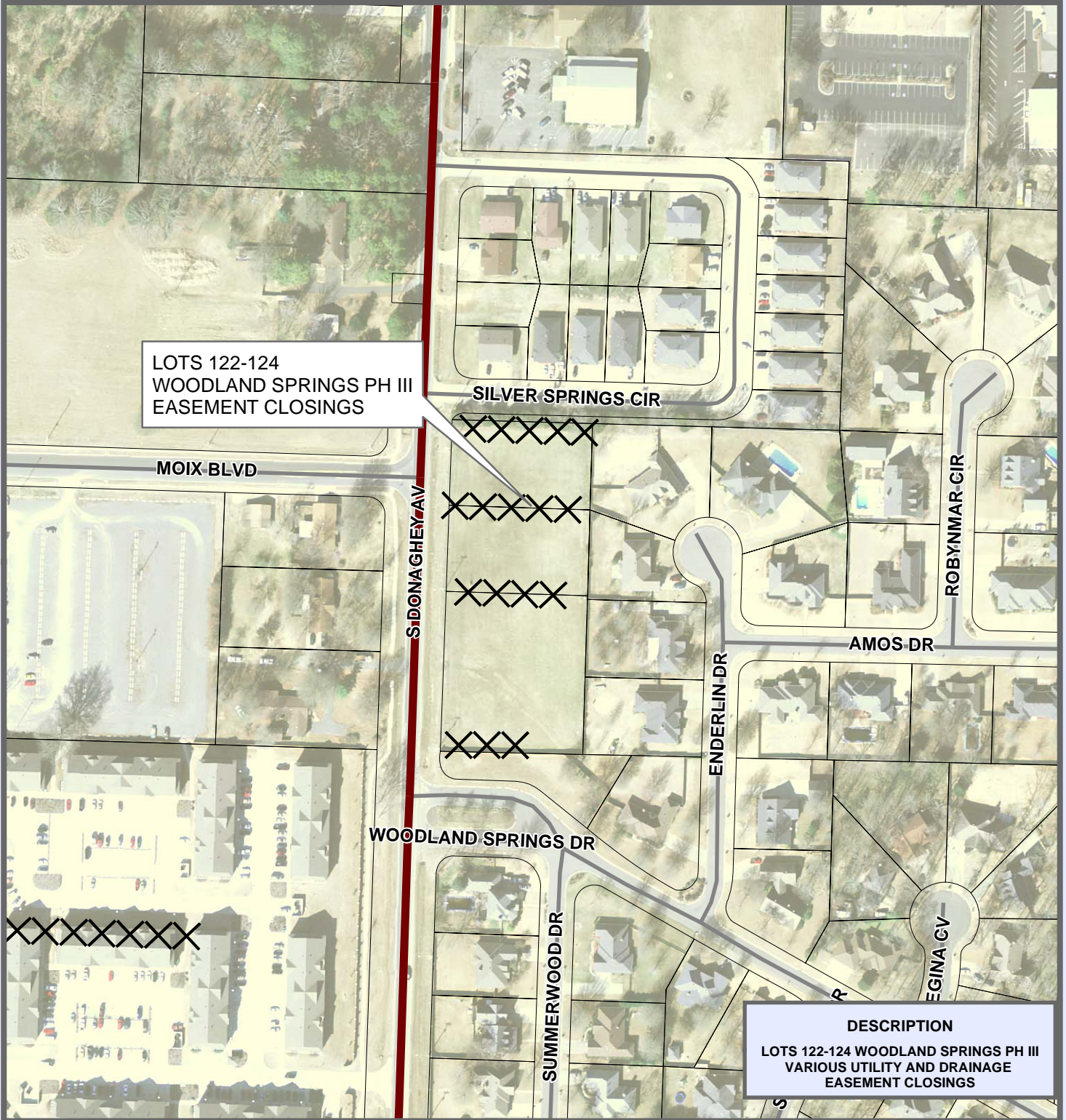
**MCMG, LLC
425 Sixth Street, Suite 200
Conway, Arkansas 72032**


Chris Thornton, Managing Member

There are no additional property owners with property abutting subject easements.


CITY OF CONWAY

WOODLAND SPRINGS PH III SUBDIVISION -- EASEMENT CLOSINGS



LOTS 122-124
WOODLAND SPRINGS PH III
EASEMENT CLOSINGS

DESCRIPTION
LOTS 122-124 WOODLAND SPRINGS PH III
VARIOUS UTILITY AND DRAINAGE
EASEMENT CLOSINGS



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




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



CONWAY PLANNING COMMISSION
Terry Sossong - Chair
Sandy Mabry - Vice-Chair

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

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



1 in = 200 ft
AUGUST 2010

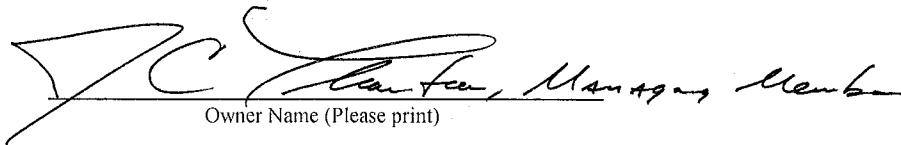
THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE, AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER. THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS OR ACCURACY OF ANY FEATURES ON THIS MAP. CITY OF CONWAY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

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

LETTER OF AUTHORIZATION

We, the undersigned property owner, do hereby name and authorize **Tim Tyler Surveying & Mapping, Inc.** to act as agent of owner in our behalf in the matter of the application filed for utility easement closure to the City Council of Conway, Arkansas.

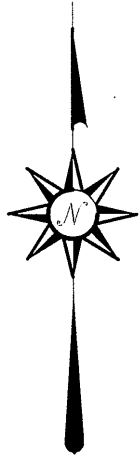
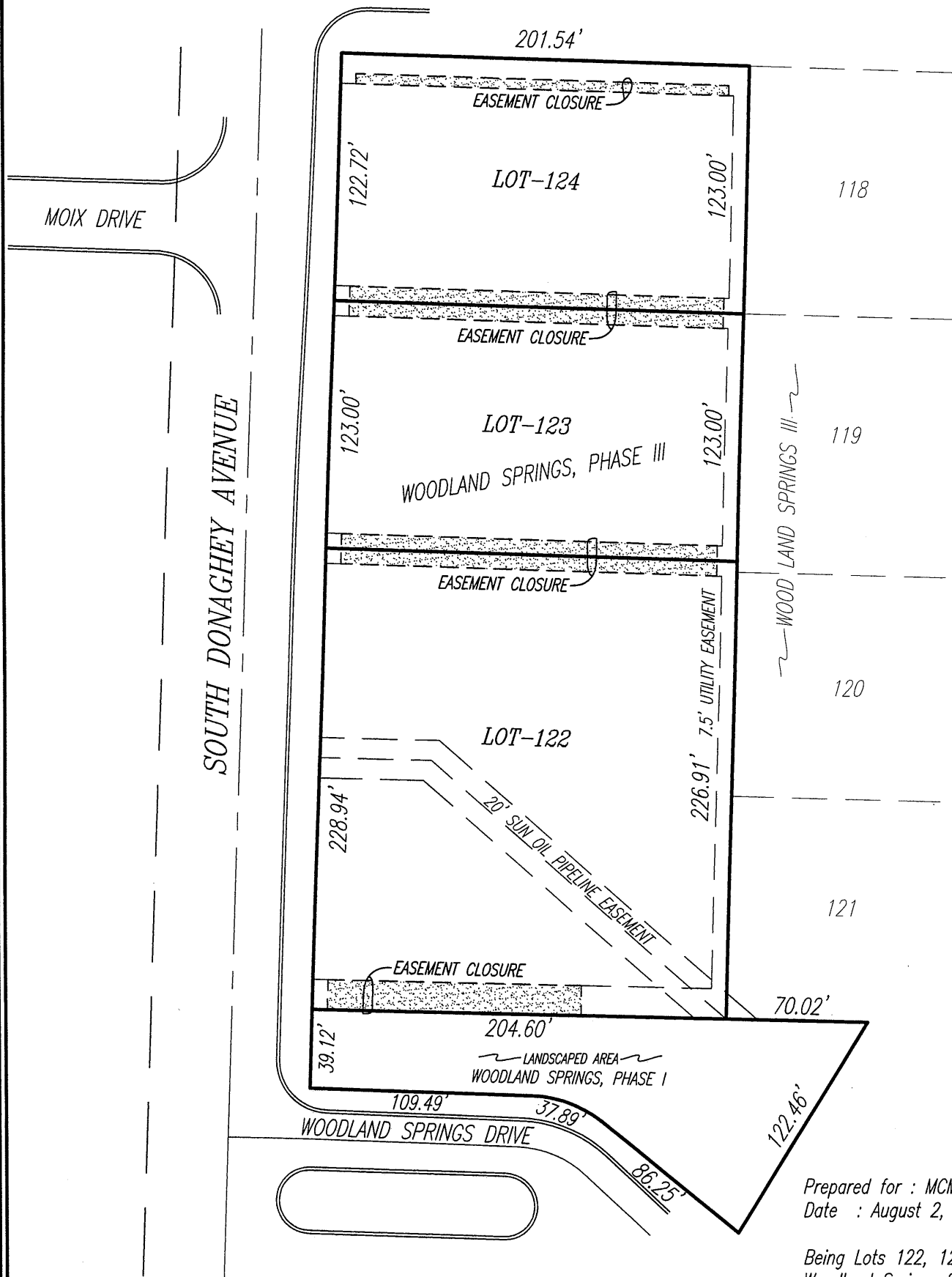
Executed this 13th of AUGUST, 2010.


Owner Name (Please print)

J.C. Thornton, Managing
Owner Signature

MCMG, LLC
425 Sixth Street, Suite 200
Conway, AR 72032

PROPOSED EASEMENT CLOSURE



Prepared for : MCMG, LLC
Date : August 2, 2010

Being Lots 122, 123, and 124 of
Woodland Springs Subdivision Phase III
and : the landscaped area of
Woodland Springs Subdivision Phase I.



City of Conway, Arkansas
Ordinance No. O-10- _____

AN ORDINANCE CLOSING A 50' STREET RIGHT-OF-WAY KNOWN AS EDGEWOOD DRIVE LOCATED WHOLLY WITHIN SECOND BAPTIST SUBDIVISION TO THE CITY OF CONWAY, FAULKNER COUNTY, ARKANSAS, AND FOR OTHER PURPOSES;

WHEREAS, a petition was duly filed with the City Council of the City of Conway, Arkansas on the 10th day of August, 2010, asking the City Council to vacate and abandon all of the 50' street right-of-way known as Edgewood Drive.

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 street right-of-way or the portion thereof, hereinbefore described, has heretofore been dedicated to the public use as a street right-of-way herein described; has not been actually used by the public generally for a period of at least five (5) years; that all the owners of the property abutting upon the portion of the right-of-way 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 the street right-of-way.

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 right-of-way designated as follows:

Edgewood Drive right of way as shown and described on Second Baptist Subdivision plat as recorded in Plat Book L, Page 16, filed 8-27-2009 with the Faulkner County, Arkansas Circuit Clerk's Office, and more specifically described as:

Beginning at the southwest corner of Lot 1 Felton's Addition, thence S 89-12-32 W 197.48 feet along the north right of way of Dave Ward Drive; thence N-88-05-00-W 89.17 feet along said right of way to the point of beginning; thence N-09-55-11-E 203.22 feet; thence N-62-45-51-W 247.84 feet; thence along a curve to the left with a 375 foot radius and a chord bearing a distance of N-73-47-08-W 143.38 feet and arc length of 144.27 feet; thence N-84-48-25-W 53.79 feet; thence

S-05-11-35-W 50 feet; thence S-84-48-25-E 53.79 feet; thence along a curve to the right with a 325' radius and a chord bearing a distance of S-73-47-08-E 125.03 feet and an arc length of 125.03 feet; thence S-62-45-51-E 190.45 feet; thence along a curve to the right a chord bearing a distance of S-43-06-43-E 44.25 feet and an arc length of 44.25 feet; thence S-09-55-11-W 152.86 feet; thence along the north right of way of Dave Ward Drive S-88-05-00-E 50.49 feet to the point of beginning.

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 24th day of August, 2010.

Approved:

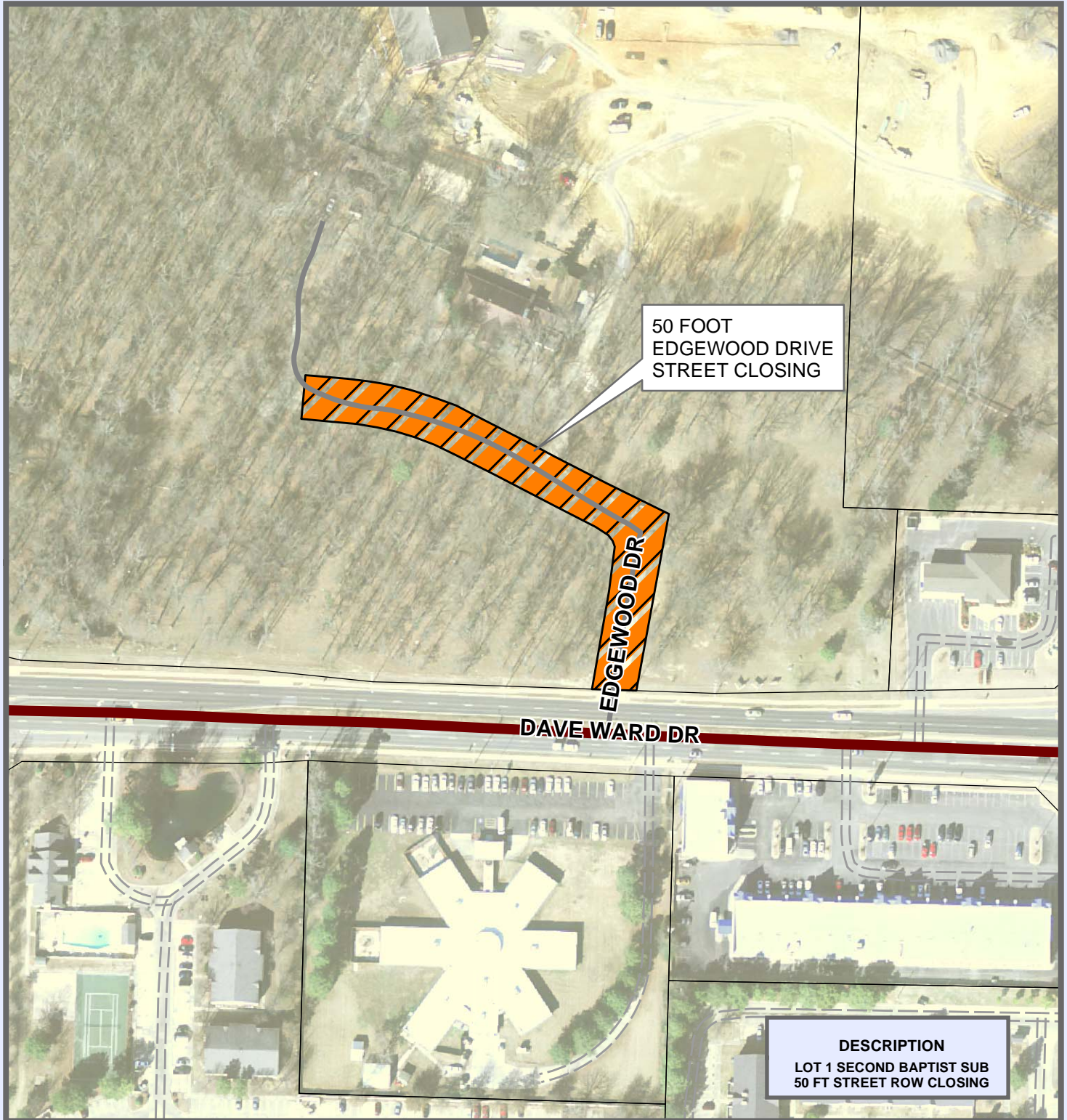
Mayor Tab Townsell

Attest:


Michael O. Garrett
City Clerk/Treasurer

CITY OF CONWAY


SECOND BAPTIST SUBDIVISION -- ROW CLOSING




DESCRIPTION
LOT 1 SECOND BAPTIST SUB
50 FT STREET ROW CLOSING



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




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



CONWAY PLANNING COMMISSION
 Terry Sossong - Chair
 Sandy Mabry - Vice-Chair

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



0 15 30 60 90 Feet
 1 in = 159 ft
AUGUST 2010

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

**Petition of written consent for the
Vacating of Streets and Alleys
For the intent of Public Use**

Name of Street or Alley, (or portion thereof), to be vacated:

Edgewood Drive

Abutting property owners:

Name

Address

Second Baptist Church of Conway, AR

By: 
Church Administrator

There are no additional property owners with

Property abutting subject street.



Lynda Palmer
AT&T Arkansas
Mgr.-OSP Plng. & Engrg. Design
Right-of-Way
Joint Use of Poles

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

August 9, 2010

Second Baptist Church
Attn: Keith Johnson
701 Polk Street
Conway, AR 72032

Dear Mr. Johnson:

AT&T has no objection to your request to close the dedicated road known as Edgewood Drive in Conway, Arkansas; however, all platted easements must remain in place. AT&T and other utilities have facilities within these easements.

Any questions about the existing facilities in place, please call David Cain, AT&T's engineer in Conway, at 501-373-8171. Any questions concerning the street vacation should be referred to me.

Sincerely,

A handwritten signature in cursive script that reads "Lynda Palmer".

CC: David Cain, AT&T Engr.-Conway



Conway Corporation

Operators of the City-owned Electric, Electronic & Water Systems

July 27, 2010

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

Re: Closure of public road known as Edgewood Drive in Conway.

Dear Mayor Townsell:

In regard to the closure of the public road know as Edgewood Drive, Conway Corporation has no objections. However, we do need to maintain the existing easements on both the water and electric/CATV lines in the area of the drive.

If you have any questions, please let me know.

Respectfully yours,

CONWAY CORPORATION

Leslie Guffey
Engineering & Planning



CenterPoint Energy
817 North Creek Drive
Conway, AR 72032
501-377-4791
501-336-8372 (fax)

Date: 08/02/2010

Attention: Second Baptist Church,
City Council of Conway, and the Honorable Tab
Townsell - Mayor of Conway

Subject: Road Closing:
In regards to public road known as Edgewood Drive

CenterPoint Energy has no conflict with the closure of the public road known as Edgewood Drive in Conway, AR as shown per attached plat drawing. However, we do need to maintain the existing easement for the gas main.

A handwritten signature in black ink, appearing to read "Kyle Allison".

Kyle Allison, Marketing Consultant
CenterPoint Energy, Conway Area
Arkansas Division

SECOND BAPTIST SUBDIVISION
 LOT 2, FELTON'S ADDITION TO THE CITY OF CONWAY, ARKANSAS,
 AND A PART OF THE E1/2 NW1/4 OF SECTION FOURTEEN (14),
 TOWNSHIP FIVE (5) NORTH, RANGE FOURTEEN (14) WEST, FAULKNER COUNTY, ARKANSAS

CERTIFICATE OF RECORD
 State of ARKANSAS
 County of FAULKNER
 I hereby certify that this instrument was FILED FOR RECORD and is RECORDED on the DATE and TIME and in the BOOK and PAGE as stamped hereon.
 DATE 8-25-09 TIME 10:05 AM
 BOOK 1 PAGE 16
 RHONDA WHARTON
 Faulkner Co. Circuit Clerk and Ex-Officio Recorder Faulkner Co.
 By [Signature] D. C.

CERTIFICATE OF OWNER

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE Laid OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLATT, RECORD AND RECORD SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, RIGHTS OF WAY, AND EASEMENTS AS SHOWN ON SAID PLAT.
 DATE OF EXECUTION: 8-25-09 SIGNED: [Signature]
 SECOND BAPTIST CHURCH
 OF CONWAY ARKANSAS,
 JOHN W. THURGOOD
 701 POLK ST
 CONWAY, AR 72032

CERTIFICATE OF RECORDING

THIS DOCUMENT FILED FOR RECORD 8/27 DAY, 2009
 IN PLAT BOOK NO. 1, PAGE 16
 SIGNED: [Signature]
 RHONDA WHARTON
 CIRCUIT CLERK

CERTIFICATE OF SURVEYING ACCURACY

I, ROBERT D. FRENCH, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE, AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR SURVEYORS HAVE BEEN MET.
 DATE OF EXECUTION: 8-25-09 SIGNED: [Signature]
 REGISTERED LAND SURVEYOR
 NO. 1363
 STATE OF ARKANSAS

CERTIFICATE OF FINAL PLAT APPROVAL

PURSUANT TO THE CONWAY SUBDIVISION REGULATIONS AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.
 DATE OF EXECUTION: 8-27-09 SIGNED: [Signature]
 CONWAY PLANNING DIRECTOR

SURVEYOR'S DESCRIPTION:

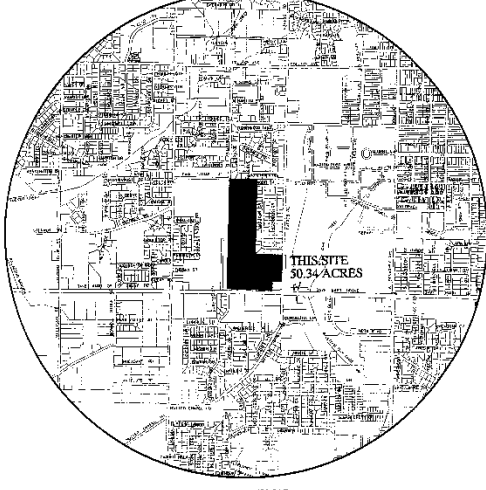
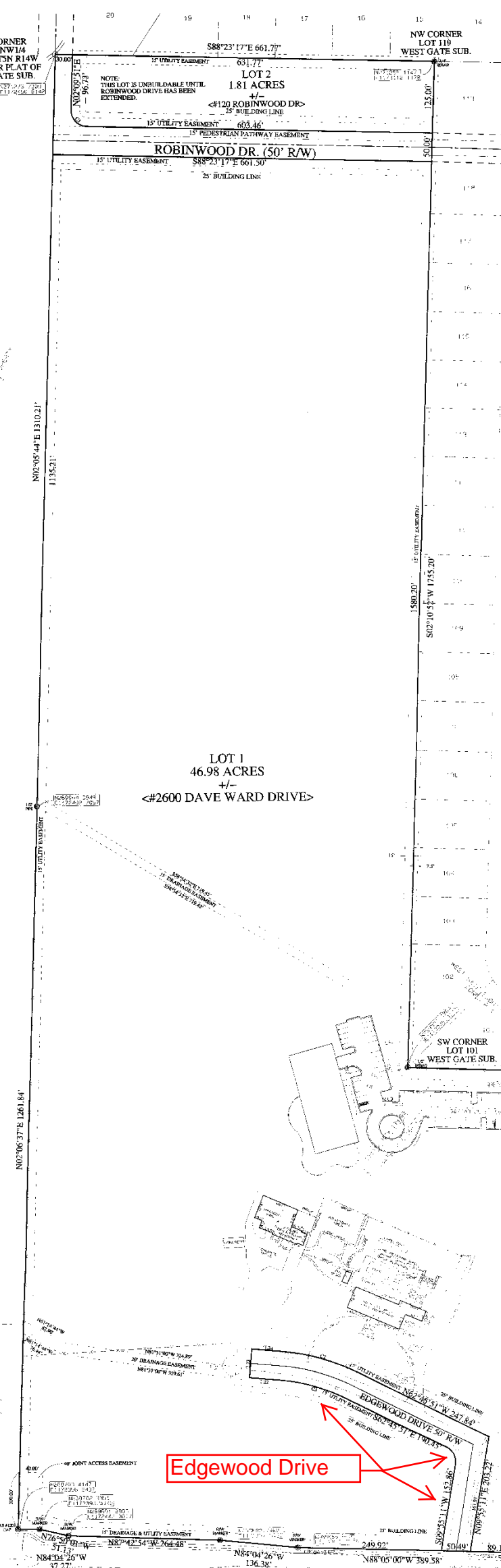
LOT 2, FELTON'S ADDITION TO THE CITY OF CONWAY, ARKANSAS, AND A PART OF THE E1/2 NW1/4 OF SECTION FOURTEEN (14), TOWNSHIP FIVE (5) NORTH, RANGE FOURTEEN (14) WEST, FAULKNER COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF THE NE1/4 NW1/4 OF SAID SECTION FOURTEEN AND RUNNING THENCE S88°23'17"E 661.77' FEET TO THE NORTHWEST CORNER OF LOT 19, WEST GATE SUBDIVISION; THENCE RUN S02°10'52"W 1755.20 FEET TO THE NORTHEAST CORNER OF LOT 101, WEST GATE SUBDIVISION; THENCE RUN S87°47'08"E 635.18 FEET TO THE NORTHEAST CORNER OF FELTON'S ADDITION; THENCE RUN S02°01'32"W 622.11 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N87°58'30"W 217.96 FEET TO THE NORTHWEST CORNER OF LOT 1, FELTON'S ADDITION; THENCE S02°49'10"W 206.51 FEET TO THE SOUTHWEST CORNER OF LOT 1, FELTON'S ADDITION; THENCE RUN ALONG THE NORTH RIGHT OF WAY OF HWY #60 (DAVE WARD DRIVE), S89°12'32"W 197.48 FEET; THENCE N88°00'00"W 389.58 FEET; THENCE N84°04'26"W 136.38 FEET; THENCE N87°42'24"W 264.48 FEET; THENCE N76°50'01"W 51.13 FEET; THENCE N84°04'26"W 37.27 FEET; THENCE LEAVING SAID RIGHT OF WAY, RUN N02°06'44"E 1261.84 FEET; THENCE N02°06'44"E 1310.21 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 50.34 ACRES MORE OR LESS.

SIDEWALK CONSTRUCTION REQUIREMENTS:

SIDEWALKS MUST BE A MINIMUM OF FIVE FEET WIDE AND LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY, WITH THE EDGE CLOSEST TO THE STREET LOCATED FIVE AND ONE-HALF FEET FROM THE BACK OF THE CURB.
 ALL SIDEWALKS SHALL BE HANDICAPPED ACCESSIBLE TO PUBLIC STREETS AT STREET CORNERS. SIDEWALKS SHALL MEET AMERICAN DISABILITY ACT STANDARDS.
 SIDEWALKS AS PART OF COMMERCIAL, MULTI-FAMILY, AND MIXED USE DEVELOPMENTS, SIDEWALKS ALONG STREETS IN COMMERCIAL, MULTI-FAMILY, AND MIXED USE DEVELOPMENTS SHALL BE CONSTRUCTED CONCURRENTLY WITH BUILDING CONSTRUCTION AS PART OF THE SUBMITTAL REVIEW. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AND NOT THE SUBMITTER. THE SIDEWALKS SHALL BE INSTALLED PRIOR TO THE FINAL INSPECTION AND ISSUANCE OF A CERTIFICATE OF OCCUPANCY. THE SIDEWALKS SHOWN ALONG PARKS ROAD SHALL BE BUILT CONCURRENTLY WITH THE PHASE I SANCTUARY.
 IF, DURING THE CONSTRUCTION OF A BUILDING OR ANY OTHER IMPROVEMENTS UPON A LOT OR BY ANY OTHER ACTIONS, THE SIDEWALK(S) ARE DAMAGED, THE PARTY RESPONSIBLE FOR THE CONSTRUCTION OR OTHER ACTIONS SHALL REPAIR THE SIDEWALK(S) TO THE SATISFACTION OF THE CITY.

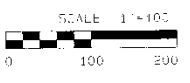
GENERAL NOTES:

1. THIS PROPERTY SURVEYED ON 05/03/07 WITH A CLOSURE ERROR OF 0.71/100.
2. THIS PROPERTY ZONED R-1.
3. THIS PROPERTY SERVED BY CONWAY CORPORATION - WATER AND SEWER.
4. ALL LOTS SHALL SLOPE TO A STREET AND/OR DRAINAGE EASEMENT.
5. COORDINATES SHOWN ARE STATE PLANE HARN 97 (NAD83), ARKANSAS NORTH ZONE TIED TO C.A.G.L.S. MONUMENT #1027.

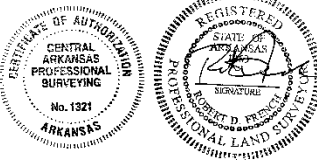


LINE	BCH	CHORD BEARINGS	HACILOS	DLTA	CHORD
1-1	15.8000	S36°12'45"W			
1-2	36.6381	N88°04'05"W			
1-3	39.4432	S15°29'27"E			
1-4	75.0000	S74°29'17"W			
1-5	77.7238	S17°29'27"E			
1-6	80.3463	N02°04'17"W			
1-7	145.0000	S27°12'20"W			
1-8	34.7490	S02°04'07"E			
1-9	15.6985	S00°11'25"E			
1-10	15.0000	S61°09'37"W			
1-11	49.7347	N85°12'47"E			
1-12	13.0000	S71°29'15"E			
1-13	74.8410	S07°55'30"W			
1-14	15.0000	S50°23'50"E			
1-15	51.2552	N07°05'03"E			
1-16	103.5172	N02°28'39"W			
1-17	42.7551	S06°07'47"E			
1-18	104.0958	S06°24'27"E			
1-19	121.9075	N89°12'17"W			
1-20	35.7832	N66°07'47"W			
1-21	98.3925	N60°40'23"W			
1-22	52.7011	S64°38'25"E			
1-23	50.0000	S05°11'35"W			
1-24	53.7511	N84°48'25"W			
1-25	44.2522	N43°06'42"W	28.0000	90°33'05"	89.7883
1-26	124.2695	S73°47'05"E	375.0000	22°02'24"	143.3514
1-27	125.8336	S73°27'06"E	325.0000	22°02'34"	124.2699

Symbol	Description
●	FOUND MONUMENT
○	SFT MONUMENT
▲	CALCULATED POINT (NOT MONUMENTED)



BEARINGS ESTABLISHED BY STATE PLANE COORDINATES HARN 97 (NAD 83) ARKANSAS NORTH ZONE



SECOND BAPTIST SUBDIVISION
 LOT PLAN
 SHEET 1
 1"=100'
 08/21/09



City of Conway - Mayor's Office
1201 Oak Street
Conway, AR 72032
www.cityofconway.org



Memo:

To: Mayor Tab Townsell
CC: City Council Members
Peter Mehl
From: Felicia Rogers
Date: August 18, 2010
Re: Bicycle Advisory Board

The following nominations have been submit for two positions on the Conway Bicycle Advisory Board:

- James Bruce
- Lynn Ramage Schaefer

Please advise if you have any questions.



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

Date: July 28, 2010

Board applying for: (One board per form)

Bicycle Advisory Board

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

Person Nominated: James R. Bruce

Address: 1550 Amelia Drive City, State, Zip Conway, AR 72034

Phone/Home: (501) 327-4672 Work: _____

Person making nomination: Same

Address: _____

Phone/Home: _____ Work: _____

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

RECEIVED
CITY OF CONWAY
2010 JUL 28 AM 11:12

CLERK

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

President-elect of Conway Advocates for Bicycling (CAB)
Active member of Conway Safe Routes to School
Participant in Transportation Sector of Conway 2025
Active member of Faulkner County Healthy Weight Coalition
Poll Worker - Judge of Precinct 3C
Member of Conway First United Methodist Church

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

As a League Cycling Instructor (LCI) certified by the League of American Bicyclists and a charter member of CAB and its Board of Directors I will continue working to achieve the status of "Bicycle Friendly Community" for Conway by League of American Bicyclists.

What contributions do you hope to make?

My preparation for LCI certification and experience on the CAB Board has familiarized me with the engineering and enforcement issues that need to be addressed by the City of Conway in order to better promote bicycling. I am prepared to assist BAB in any way I can.

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

The City of Conway strives to ensure all City Boards are representative of our diverse community.

To assist in these endeavors; please provide the following information on a voluntary basis:

Age: 68 Sex: Male Race: White

Occupation: Prof Emeritus of Sociology (Hendrix) Ward 3

Email Address: jbruce@conwaycorp.net

James R Bruce
Signature of Applicant or Nominator

7-28-10
Date



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

Date: 8/4/10

Board applying for: (One board per form)

Bicycle Advisory Board

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

Person Nominated: Lynn Ramage Schaefer

Address: 1818 Bruce St. City, State, Zip Conway, AR 72034

Phone/Home: 329-0538 Work: 450-3671

Person making nomination: _____

Address: _____

Phone/Home: _____ Work: _____

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

2010 AUG -4 P 4 05
CITY OF CONWAY

RECEIVED

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

St. Peter's Episcopal Church - member.

Coordinator of St. Peter's Adopt-a-Meal program for Bethlehem House.

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

I enjoy riding my bike around town and would do so more often if I felt more secure. I am not a "pro" at bike riding, and I'd like to represent people like me who would bike more often if they could learn more about it and feel safer.

What contributions do you hope to make?

I want to represent people who bike ^{casually} for exercise and short-distance transportation. I also hope to make Conway safer for all the international students at UCA and Hendrix who rely on bikes for transportation.

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

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

Age: 50 Sex: F Race: Caucasian

Occupation: ESL instructor Ward 4B

Email Address: LYNNR@uca.edu

Lynn Ramage Schaefer
Signature of Applicant or Nominator

8/4/10
Date



City of Conway, Arkansas
Resolution No. R-10-_____

**A RESOLUTION ORDERING THE DEMOLITION OF STRUCTURE LOCATED ON 11
 MOCKINGBIRD LANE AND DECLARING THE INTENT OF THE CITY TO BRING THE PROPERTY
 UP TO CITY CODE IF THE OWNER DOES NOT**

WHEREAS, there is a structure located at 11 Mockingbird Lane which because of its, unsightly, unsafe and unsanitary condition, has become detrimental to the public health, safety and welfare of the citizens of Conway, Arkansas; and

WHEREAS, Conway's Municipal Code and Arkansas Code Annotated § 14-56-203 authorizes this City Council to, by Resolution, order the cleanup of said property by the owner within thirty (30) days after proper service.

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

SECTION 1: That the structure at 11 Mockingbird Lane in Conway, Arkansas, because of its, unsightly, unsafe and unsanitary condition has become detrimental to the public health, safety and welfare of the citizens of Conway, Arkansas, and it is hereby ordered that the property be brought up city code by the owner therefore.

SECTION 2: That a notice of the time and place of this meeting was mailed to the owner of said property by certified mail, return receipt requested, advising the owner that the City Council would take action on this matter.

SECTION 3: That a copy of this Resolution be forwarded to the owner of said property by certified mail, return receipt requested, directing that said owner has thirty (30) days in which to bring the property up to city code, then the Mayor of the City of Conway, Arkansas is directed to proceed at once to clean up the property and prepare an itemized statement of cost of bringing the property up to code said structure with a request for payment.

SECTION 4: If payment is not made within ten (10) days after receipt of said itemized statement, the Mayor is directed to sell, at public or private sale, any debris or material obtained from the clean up of property and pay to the owner any balance after the City has been reimbursed. If the proceeds from said sale are not sufficient to cover the cost, then the City shall proceed to file a lien on the property in order to recover the money so owed.

PASSED this 24th day of August, 2010

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett,
City Clerk/Treasurer

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



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

MEMO:

To: Mayor Tab Townsell
CC: City Council Members

From: Barbara McElroy
Date: July 14th, 2010

Re: 11 Mockingbird Lane

- May 12th, 2010 – Warning Violation written by Grant Tomlin regarding rubbish, trash and dilapidated structure. (fire damage house)
- Property Owners are listed as Daniel & Rachel Davis.
- Mailed Certified and regular letters to 11 Mockingbird Lane on May 12th, 2010.
- Certified letter came back unclaimed.
- Mailed Certified and regular letters to 4A Fulmer Lane, Conway AR 72032.
- Confirmation of receipt of signature by R. Davis was posted on the USPS website June 18, 2010.
- Property was rechecked on June 28th, 2010 and July 6th, 2010 by Grant Tomlin no progress had been made on the property.
- Certified and regular letters were sent on July 7th, 2010 to 4A Fulmer Lane notifying owners of Council Meeting on July 27th, 2010.
- Mr. Daniel Davis called our office on July 7th indicating he was taking bids on the property to have the structure removed.
- As of July 22nd, 2010 the structure was still up.
- Mr. Daniel Davis appeared before Council on July 27th, 2010 and the item was held in committee until the next Council meeting (August 10th, 2010).
- As of August 17th, 2010 no progress had been made on this property.
- As of August 18th, 2010 Mr. Daniel Davis has not return my calls; however I did leave a message on his voicemail notifying him that this would be on the 24th of August Council Meeting & to contact with me with any questions or updated information.
- On August 19th, 2010 Mr. Davis called and was made aware of the situation. He is still working on getting the home demolished by the 24th of August, or he will come before Council to update them on the situation.

**Conway Code Enforcement
Incident Report**

Date of Violation: 5-12-10

Violator Name: Daniel and Rachel Davis

Address of Violation: 11 Mockingbird

Violation Type: Dilapidated structure

Warning #: CE0778

Description of Violation and Actions Taken:

On 5-12-10 I received a complaint in reference to a dilapidated structure at 11 Mockingbird. The complaint was for a residence that had been damaged by fire. When I arrived, I did find that the residence had indeed been severely burned and damaged by a fire. I wrote a warning (CE0778) for the property owners and sent it to them through both regular and certified mail to their listed address. A recheck was done on 5-28-10 with no progress noted. A second recheck was done on 6-14-10 with no progress noted. A second certified letter was sent at this time due to the fact that we found a good mailing address for the owners, who had been displaced by the fire. The letter was mailed on 6-14-10 and signed by Rachel Davis on 6-18-10. A recheck was conducted again on 6-28-10 with no progress made. The house was checked again on 7-6-10 and again had no progress. The residence was then scheduled for a hearing before the city council. A copy of the fire report was also obtained from the Conway Fire Department. Pictures are on file for review.

Code Enforcement Officer: Grant Tomlin # 407

Officer Signature: 

Date: 7-16-10

Time: 1358



11 Mockingbird



11 Mockingbird



11 Mockingbird



City of Conway - Mayor's Office
 1201 Oak Street
 Conway, AR 72032
www.cityofconway.org



Memo:

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

From: Felicia Rogers
Date: August 17th, 2010
Re: Certified Liens – Code Enforcement

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

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

- | | |
|---|----------|
| 1. Mildred (Parcel #710-04605-000) – Vacant Lot | \$125.20 |
| 2. 3880 Rupert Drive | \$153.20 |
| 3. 1515 Freyaldenhoven Lane | \$166.72 |

Please advise if you have any questions.



City of Conway, Arkansas
Resolution No. R-10-_____

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 **Mildred (Parcel # 710-04605-000)** 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 **\$125.20** (plus a ten percent collection penalty, to be thereafter certified to the Faulkner County Tax Collector; and

WHEREAS, a hearing for the purpose of determine such lien has been set for **August 24th, 2010** 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 24th day of August, 2010.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

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



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

MEMO:

To: Mayor Tab Townsell
CC: City Council Members

From: Barbara McElroy
Date: July 27th, 2010

Re: Vacant lot on Mildred (parcel # 710-04605-000)

- July 8th, 2010 – Warning Violation written by Grant Tomlin regarding grass.
- Property Owner is listed as Summit Electric Company of Arkansas.
- Mailed Certified and regular letter to P.O. Box 438 Bryant, AR 72089-0438 on July 8th, 2010.
- Confirmation of notice left on July 10th, 2010 was posted on the USPS website.
- Property was rechecked on July 19th, 2010 by Grant Tomlin no progress had been made on the property.
- Property cleanup was sent over to Physical Plant for clean up on July 20th, 2010.
- Final Cleanup finished on July 26th, 2010.
- Invoice for clean up and copy of final bill was sent to property owner at P.O. Box 438 Bryant AR 72089-0438; included amount due, date and time of the City Council meeting.
- Invoice attach

If you have any questions please advise.

**Conway Code Enforcement
Incident Report**

Date of Violation: 7-8-10

Violator Name: Summit Electric Company of Arkansas

Address of Violation: Mildred Street (Parcel # 710-04605-000)

Violation Type: Tall grass, dilapidated structure

Warning #: CE1208

Description of Violation and Actions Taken:

On 7-8-10 I was checking the area of Mildred Street for code violations when I noticed a vacant lot that was in violation of the Conway Nuisance Abatement Code, sections 3.2.4 for tall grass and 1.7.1 for dilapidated structure. The dilapidated structure was an old shed that is still on the property. I checked Arkansas County Data and found the owner to be Summit Electric Company of Arkansas. A warning was issued for the listed violations and sent to the owner through both regular and certified mail. The property was rechecked on 7-19-10 with no progress noted. Mowing was scheduled at this time. The property was mowed on 7-26-10 with pictures taken before and after the mowing was completed. A bill was sent to the owner through both regular and certified mail. A recheck will be done on the dilapidated structure on 8-8-10. Pictures are on file for review.

Code Enforcement Officer: Grant Tomlin # 407

Officer Signature: 

Date: 7-28-10

Time: 1400

INVOICE

City of Conway
Code Enforcement

DATE: JULY 26, 2010

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

TO Summitt Electric Co. of Arkansas
 P.O. Box 438
 Bryant, AR 72089-0438

Description: Mowing/Clean up/Admin Fees
 associated with the nuisance abatement at
 Vacant lot on Mildred (Parcel # 710-04605-000)

CODE ENFORCEMENT OFFICER	JOB	PAYMENT TERMS	DUE DATE
Grant Tomlin	Vacant lot on Mildred	Due upon receipt	August 26th, 2010

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Mowing	13.35	13.35
1	Maintenance Fee (tractor/bushhog)	15.00	15.00
2	Certified Letter	6.75	13.50
1	Regular Letter	.44	.88
1	Administrative Fee (Barbara McElroy)	24.15	24.15
2	Administrative fee (Grant Tomlin)	19.21	36.60
1	Administrative Fee (Glenn Berry)	21.72	21.72
SUBTOTAL			\$125.20
SALES TAX			
TOTAL			\$125.20

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

Payments are due 30 days from date of this letter



City of Conway, Arkansas
Resolution No. R-10-___

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 **3880 Rupert Drive** within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

WHEREAS, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount **\$153.20** (plus a ten percent collection penalty, to be thereafter certified to the Faulkner County Tax Collector; and

WHEREAS, a hearing for the purpose of determine such lien has been set for **August 24th, 2010** 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 24th day of August, 2010.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

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



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

MEMO:

To: Mayor Tab Townsell
CC: City Council Members

From: Barbara McElroy
Date: July 27th, 2010

Re: 3880 Rupert Drive

- June 29th, 2010 – Warning Violation written by Grant Tomlin regarding grass and trash can.
- Property Owner is listed as Jason Partney.
- Mailed Certified and regular letter to 3880 Rupert Drive on June 30th, 2010.
- As of July 9th, 2010 no confirmation of receipt was posted on the USPS website.
- Property was rechecked on July 9th, 2010 by Grant Tomlin no progress had been made on the property.
- Property cleanup was sent over to Physical Plant for clean up on July 12th, 2010.
- Final Cleanup finished on July 14th, 2010.
- Invoice for clean up and copy of final bill was sent to property owner at 3880 Rupert Drive Conway AR 72034; included amount due, date and time of the City Council meeting.
- Invoice attach

If you have any questions please advise.

**Conway Code Enforcement
Incident Report**

Date of Violation: 6-29-10

Violator Name: Jason Partney

Address of Violation: 3880 Rupert

Violation Type: Tall grass, rubbish/trash

Warning #: CE1188

Description of Violation and Actions Taken:

On 6-29-10 I was checking the area of Rupert Street for code violations when I noticed that 3880Rupert was in violation of the Conway Nuisance Abatement Code, sections 3.2.4 for tall grass and 3.5.1 for rubbish/trash. The house was vacant so I checked for the owners records in Arkansas County Data. I found that the listed owner was Jason Partney and issued a warning for the violations listed to him. The warning was sent to the owner through both regular and certified mail to the listed mailing/billing address. The property was rechecked on 7-9-10 with no progress noted. The property was scheduled for clean up and mowing at this time. The property was cleaned and mowed on 7-14-10 with pictures taken before and after clean up. A bill was sent to the property owner through both regular and certified mail. Pictures are on file for review.

Code Enforcement Officer: Grant Tomlin # 407

Officer Signature: _____



Date: 7-28-10

Time: 1347

INVOICE

City of Conway Code Enforcement

DATE: JULY 15, 2010

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

TO Jason Partney
3880 Rupert
Conway, AR 72034

Description: Mowing/Clean up/Admin Fees
associated with the nuisance abatement at
3880 Rupert

CODE ENFORCEMENT OFFICER	JOB	PAYMENT TERMS	DUE DATE
Grant Tomlin	3880 Rupert	Due upon receipt	August 15, 2010

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.5	Clean up/mowing	12.83	19.25
1.5	Clean up/Mowing	9.73	14.60
1.5	Maintenance Fee	15.00	22.50
2	Certified Letter	6.75	13.50
2	Regular Letter	.44	.88
1	Administrative Fee (Barbara McElroy)	24.15	24.15
2	Administrative fee (Grant Tomlin)	19.21	36.60
1	Administrative Fee (Glenn Berry)	21.72	21.72
SUBTOTAL			\$153.20
SALES TAX			
TOTAL			\$153.20

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

Payments are due 30 days from date of this letter



**City of Conway, Arkansas
Resolution No. R-10-___**

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 1515 Freyaldenhoven Lane 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 \$166.72 (plus a ten percent collection penalty, to be thereafter certified to the Faulkner County Tax Collector; and

WHEREAS, a hearing for the purpose of determine such lien has been set for **August 24th, 2010** 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 24th day of August, 2010.

Approved:

Mayor Tab Townsell

Attest:

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

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



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

MEMO:

To: Mayor Tab Townsell
CC: City Council Members

From: Barbara McElroy
Date: July 27th, 2010

Re: 1515 Freyaldenhoven Lane

- July 20th, 2010 – Warning Violation written by Grant Tomlin regarding grass.
- Property Owner is listed as Anthony Stanley.
- Certified and regular letters were sent to 160 Las Colinas (address on file) on April 21st, 2010 for first offense.
- First offense certified and regular letters were sent back unclaimed.
- Certified and regular letter were not mailed as this was the 3rd offense.
- Property cleanup was sent over to Physical Plant for clean up on July 20th, 2010.
- Final Cleanup finished on July 23rd, 2010.
- Invoice for clean up and copy of final bill was sent to property owner at 160 Las Colinas Conway, AR 72032; included amount due, date and time of the City Council meeting.
- Invoice attach

If you have any questions please advise.

**Conway Code Enforcement
Incident Report**

Date of Violation: 7-20-10

Violator Name: Anthony Stanley

Address of Violation: 1515 Freyaldenhoven

Violation Type: Tall grass

Warning #: CE1244

Description of Violation and Actions Taken:

On 7-20-10 I received a complaint that 1515 Freyaldenhoven was in violation of the Conway Nuisance Abatement Code for tall grass. Upon arrival at the listed residence, I found that it was in violation of the Conway Nuisance Abatement Code, section 3.2.4 for tall grass. I was aware that this residence had already been in violation several times this year for the same reason. I issued a warning for the violation for our records and called the Code Enforcement assistant, Barbara McElroy, to schedule the property for mowing. The property was mowed on 7-23-10 with pictures taken before and after the mowing was completed. A bill was sent to the property owner through both regular and certified mail. Pictures are on file for review.

Code Enforcement Officer: Grant Tomlin # 407

Officer Signature:  _____

Date: 7-28-10

Time: 1409

INVOICE

City of Conway
Code Enforcement

DATE: JULY 26, 2010

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

TO Anthony Stanley
 160 Las Colinas
 Conway, AR 72032

Description: Mowing/Clean up/Admin Fees
 associated with the nuisance abatement at
 1515 Freyaldenhoven Lane

CODE ENFORCEMENT OFFICER	JOB	PAYMENT TERMS	DUE DATE
Grant Tomlin	1515 Freyaldenhoven Lane	Due upon receipt	August 26th, 2010

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Mowing	13.35	13.35
1	Mowing	17.47	17.47
1	Mowing	16.24	16.24
1	Maintenance Fee (tractor/bushhog)	15.00	15.00
1	Maintenance Fee (mower)	15.00	15.00
1	Certified Letter	6.75	6.75
1	Regular Letter	.44	.44
1	Administrative Fee (Barbara McElroy)	24.15	24.15
2	Administrative fee (Grant Tomlin)	19.21	36.60
1	Administrative Fee (Glenn Berry)	21.72	21.72
SUBTOTAL			\$166.72
SALES TAX			
TOTAL			\$166.72

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

Payments are due 30 days from date of this letter

Memo

To: Mayor and City Council Members
From: Lauralee Wilcox McCool, CDBG Director
Date: 8/19/2010
Re: Reallocation of funds

HUD places a 20% cap on administrative costs for CDBG. I had been told in February that I could take funds outside of the administrative area to pay for the two plans we are required to produce this year. Last week, HUD informed me that we were obligated to play for both plans out of our administrative funding.

The cost for both plans is \$35,067.04 plus about \$1,000 in increased advertising. I do have some money in administration set aside for this program, but not enough to cover it. Because of the deficit, I plan to pay part of my salary out of the Pine Street Neighborhood Revitalization Project. This is a common practice with CDBG, and is the account that paid my entire salary until April of last year. The maximum amount that we would need to pull from Pine Street is \$21,500.

Part of the set aside included \$8,992 in public services to pay for the Analysis of Impediments to Fair Housing. Because HUD has said this is not an eligible use those dollars, the money will be reallocated equally to our five public service recipients: Bethlehem House, Boys and Girls Club, Faulkner County Council on Aging, Faulkner County Council on Developmental Disabilities, and Women's Shelter of Central Arkansas. Each agency will receive an additional \$1,798.40.

Finally, Wes Craiglow is focusing on applying for a Brownfields Grant, and the Planning Department will be reimbursed for his time on that project through money set aside for the Downtown Drainage (scrap metal yard) project.

Memo

To: Mayor and City Council Members
From: Lauralee Wilcox McCool, CDBG Director
Date: 8/19/2010
Re: 2010 CDBG Contracts

2010 CDBG Contracts

Attached please find contracts for the agencies receiving CDBG funding.

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

These contracts reflect what the City Council approved earlier this year. The only change is an additional allocation of **\$1,798** to each of the five public service projects. A previous memo said this amount was \$1,798.40, but that amount put us over the 15% HUD cap.

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.

2010 CDBG Budget

2010 Projects	2010 PROGRAM YEAR	Amount
Agency Name	Project Description	
Pine Street Revitalization Project	Pine Street Revitalization Project	\$138,963.00
CAPCA	Housing Rehab	\$70,000.00
Bethlehem House	Building	\$50,000.00
Downtown Drainage Project	Scrap metal yard acquisition	\$50,000.00
Total Projects		\$308,963.00
Public Services Requests		
ONLY 15% of total budget		
Bethlehem House	Third shift staffing of homeless shelter	\$16,798.00
Boys & Girls Club	Transportation for kids & supplies upgrade	\$10,798.00
Senior Citizens	Transportation services the elderly	\$11,798.00
FCCDD	Trans Services to jobs & job training for Disabled	\$21,798.00
Women's Shelter	Collaborative Transportation Program	\$7,798.00
TOTAL Public Services		\$68,990.00
Administration 20%		\$91,988.00
GRAND TOTAL OF GRANT		\$469,941.00
Grand total includes \$10,000 carry over from 2009		

**CITY OF CONWAY AND COMMUNITY ACTION PROGRAM OF CENTRAL ARKANSAS
2010 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 25th day of August, 2010, by and between the CITY OF CONWAY, Faulkner County, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as "City "), and Community Action Program of Central Arkansas (CAPCA) (hereinafter referred to as the "Subrecipient").

WITNESSETH

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

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

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

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

1. **Scope of Service:** The Subrecipient shall receive **\$70,000** to perform all the necessary services provided under this Contract in accordance with and respecting the following project:

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

- 1) **Develop a plan to inform potential grant recipients of the availability of the program.**
- 2) **Develop an application and award process that includes priorities and selection criteria and priority will be given to owner-occupied housing.**
- 3) **Conduct inspections and cost estimates prior to awarding contracts for the rehabilitation work.**
- 4) **Oversee that lead safety, employment, and other federal requirements are followed.**
- 5) **Approve all rehabilitation plans and monitor work in progress for all houses.**
- 6) **File liens with the Faulkner County Circuit Clerk against the homeowners for whom work is conducted.**
- 7) **Conduct an inspection of completed work and approve payment to contractor.**

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

2. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2010 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 **\$70,000.00** for full performance of the services specified under this Agreement. Compensation shall be allowed on a reimbursement basis, only after expenditures have been incurred by the Subrecipient in conformity with the approved and executed budget document, which is attached to this Contract in Appendix A, incorporated herein by reference.

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

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

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

4. **Use of Funds:** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 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 CFR 570.502 and 24 CFR 570.610, including:

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

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

5. **Program Income** Program income (defined at 24 CFR 570.500) derived from the project, if any, shall revert to the City for use in the Community Development Block Grant Program.
6. **Assignment** Without written consent of the City, this Agreement is not assignable by the Subrecipient, either in whole or part.
7. **Alteration** No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
8. **General Terms and Conditions**
 - A. The Subrecipient agrees to submit program status reports to the City on at least an annual basis or more frequently if requested and other reports as may be required.
 - B. The Subrecipient agrees to maintain racial, ethnic, gender, head of household, household income, and household size data showing the extent to which these categories of persons have participated in, or benefited from the project, and to submit this information to the City within 30 days of the request from the City.
 - C. The Subrecipient agrees to keep all necessary books and records, including property, personnel, and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. If the Subrecipient received between \$5,580 and \$100,000 in combined federal assistance during its fiscal year, it agrees to obtain either an audit conducted in accordance with OBM Circular A-133 or a program-specific financial audit. If the Subrecipient receives \$100,000 or more in combined federal assistance, it agrees to obtain either (1) an audit conducted in accordance with OMB circular A-133, or (2) if it participates in only one federal program, a program-specific financial audit.

- D. The Subrecipient agrees that the City or any authorized representative has access to and the right to examine all records, books, papers, or documents related to the project.
- E. The Subrecipient hereby severally warrants that all project records, books, papers and documents will be retained for a period of not less than four (4) years after the project terminates and grants the City the option of retention of the project records, books, papers and documents.
- F. The Subrecipient agrees to obtain all necessary permits for intended improvements or activities.
- G. The Subrecipient agrees to purchase necessary flood insurance if its project is located in a flood hazard area and the nature of the project requires such insurance.
- H. The Subrecipient, if its program involves housing, agrees to affirmatively further fair housing.
- I. The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract of subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.
- J. The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter this Agreement on behalf of said Subrecipient and to bind the same to this Agreement, and, further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.
- K. The City shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the Subrecipient, its staff or clientele; and the Subrecipient hereby agrees to define, hold harmless and indemnify the City from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release the Subrecipient from any obligations under this Contract.
- L. The Subrecipient hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operation, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (C\29 USC 794) (and the implementing regulations of 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to

defend, hold harmless, and indemnify the City from and against any and all liability for any noncompliance on the part of the Subrecipient.

- M. Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any employee of the Subrecipient by virtue of this contract be an employee of the City for any purpose whatsoever, nor shall any employee of the Subrecipient be entitled to any of the rights, privileges, or benefits of City employees. The Subrecipient shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. The Subrecipient assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.
- N. The Subrecipient agrees to participate in training to become informed about the regulations governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.
- O. The City of Conway's obligation is limited to Subrecipient receipt of Federal Funds from Housing and Urban Development and Community Development Block Grant funds.
- P. The City of Conway may charge fees/assessments to beneficiary who are not Low to Moderate Income individuals and families
- Q. City of Conway may assess property owners for City of Conway costs of project, which was constructed in part with CDBG funds-for portion paid with non-CDBG funds.
- R. The Subrecipient will maintain all receipts and documentation and checking accounts used for CDBG funds 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, martial status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant Program funds:

Specific (not exclusive) Discriminatory Actions Prohibited:

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

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

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

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

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

D. Nondiscrimination in Federally Assisted Programs.

The Subrecipient will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with City policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this Agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, sexual orientation, ancestry, national origin, 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 “City of Conway Community Development Block Grant Program Plan for Minimizing the Displacement of Persons As a Result of Community Development Block Grant Funded Activities” and the “City of Conway Community Development Block Grant Program Residential Antidisplacement and Relocation Assistance Plan.” Subrecipient will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104 (d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix B or Appendix C, Subrecipient will not cause either temporary or permanent involuntary displacement of persons or businesses. If Subrecipient causes the involuntary temporary or permanent displacement of any person or business as a result of Community Development Block Grant activities, it shall comply with the City’s “Plan to Assist Persons Actually Displaced by Community Development Block Grant Activities,” and Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

L. Lobbying Restrictions

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee

CAPCA of Faulkner County

ATTEST:

Larry Robinson Date
Board President

Michael O. Garrett Date
City Clerk

Master Form
Approved As to Form:
Date Approved: _____

Michael Murphy, City Attorney

APPENDIX A

A. DESCRIPTION OF PROJECT

This project provides an emergency housing rehabilitation program within the low and moderate-income areas of the City of Conway, which will be designated by the need of the residents along with the Assistant to the Mayor for Community Development in order to help with revitalization of certain key areas of the community. The amount of each grant will vary depending on the amount of rehabilitation work to be done for each project. However, whenever possible the amount per house will be \$5,000 unless it is a special case and then permission from the Assistant to the Mayor for Community Development in order to assure that necessary legal paperwork is administered for the project.

B. GOALS, OBJECTIVES AND TASKS

- 1) Goal: Provide decent housing and a suitable living environment for people that are low-income homeowners in the City of Conway.
- 2) Objectives:
 - a) Provide rehabilitation to low income homeowners in order for residents to be living in homes that are no longer safe or in desperate need of repair.
 - b) To revitalize low-moderate income neighborhoods by rehabilitating homes in the area.
- 3) Tasks:
 - a) Develop a plan to inform potential grant recipients of the availability of the program.
 - b) Develop an application and award process that includes priorities and selection criteria and priority will be given to owner-occupied housing.
 - c) Conduct inspections and cost estimates prior to awarding contracts for the rehabilitation work.
 - d) Oversee that lead safety, employment, and other federal requirements are followed.
 - e) Approve all rehabilitation plans and monitor work in progress for all houses.
 - f) File liens with the Faulkner County Circuit Clerk against the homeowners for whom work is conducted as follows:
 - i) \$1-5,000 = 5 years
 - ii) \$5,001-10,000 = 10 years
 - iii) \$10,001-15,000 = 15 years
 - iv) The number of years for a lien will increase with each increment of dollar value placed into the home with a maximum of 30 years.
 - g) Conduct an inspection of completed work and approve payment to contractor.

C. BUDGET

CDBG grant income	\$70,000
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D. ASSIGNMENT OF PROCEEDS AND GRANT OF FIRST LIEN BY “SUBRECIPIENT” TO THE CITY OF CONWAY FROM POSSIBLE FUTURE SALES

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

1. The City of Conway has received a Block Grant from the United States Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, as amended, providing for the implementation of a Community Development Program.
2. Total development cost of the project is **\$70,000.00**
3. The purposes for which Block Grant moneys may be expended are limited by federal statutes and regulations, local policies allowable within the framework of such federal statutes and regulations, and an Operating Agreement entered into between the City of Conway as Implementor of the Community Development Block Grant Program and each recipient of Block Grant funds within the City of Conway, including Grantee.
4. The Block Grant funds available to and/or allocated by the City constitute a valuable community resource. In the event Block Grant funds previously allocated for a particular purpose are not or cannot be utilized for such purpose, it is necessary, proper and in the public interest for such funds to revert to the City of Conway as Implementer of the Community Development Block Grant Program so that such funds may be reallocated for another purpose.
5. In the event CDBG funds are used in whole or in part to purchase or construct, acquire, or for other eligible activities, no funds will be released until the entire project is determined by the City of Conway to be feasible and otherwise conforms to all federal regulations.
6. As a condition of receiving funds for the purchase of property, rehabilitation, or construction of housing or community service facility, the City of Conway will have a lien against the property for a minimum of five (5) years. Said lien shall be exercised and enforced if the property is no longer used for its intended purpose during the effective dates of said lien. The lien will be prorated over the number of years it is to be held and in effect. For example if the lien is for ten years and the property has been used for its intended purpose for only six years, the city shall be reimbursed for 40% of the initial grant for the remaining period of time. Grantee agrees to execute any and all documents and agreements necessary for the City of Conway to perfect its lien as agreed herein. Grantee acknowledges that in the event the property is not used for its intended purposes during the term of the lien and if reimbursement is not made as set out above, the City of Conway may exercise and enforce its lien and the premises may be sold, with the proceeds of such a sale to be used to satisfy the lien.

E. PAYMENT PLAN

Grant funds will be made available on a reimbursement basis. In the event that the organization does not have sufficient funds for an eligible expense, the City of Conway may release such funds in order to pay the

cost of the eligible expenditure. Receipts, invoices, and other documentation and certifications that expenditures are eligible under contract will accompany all expenditures or reimbursement requests. Without prior written agreement by City of Conway, all subrecipients' funds not expended by the end of the contract period will be reallocated by the City of Conway.

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

F. REPORTING

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

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

1. In the event that Grantee ceases for any reason, voluntary or involuntary, to use the Premises for purposes eligible as of this date under paragraphs C and D above, Grantee or its successor in interest shall pay to the City, as Implementer of the Community Development Block Grant Program, the fair market value of the Premises as of the time of such cessation. The City shall have a lien for such sums. Said payment shall be made in the same manner as set out in paragraph (D) (6) above.
2. In the event Grantee's ownership of the Premises is terminated by a foreclosure sale, judicial foreclosure, or deed in lieu of foreclosure, the City's interest at fair market value shall be paid from foreclosure proceeds, to the extent available, to the City as Implementer of the Community Development Block Grant Program. While not required to do so, the City shall have the right to intervene in any such action and have such proceeds paid directly to it.
3. Either party may have this Assignment recorded in the Records of the Circuit Clerk such recording to constitute a lien on the Premises, for the percentage as set forth herein.
4. This Agreement shall be terminated upon payment in full of the debt, which is defined as the prorated share of the based on the proportion of original grant, fair market value of the Premises. This Agreement shall have no force or effect if terminated by operation of law or by foreclosure, as limited by paragraph 4 above.

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

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

ATTEST:

**By: Phyllis Fry, Executive Director
CAPCA of Faulkner County**

**CITY OF CONWAY AND BETHLEHEM HOUSE
2010 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 25th day of August, 2010, by and between the CITY OF CONWAY, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as "City "), and Bethlehem House (hereinafter referred to as the "Subrecipient").

WITNESSETH

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

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

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

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

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

Bethlehem House is constructing a new homeless shelter.

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

12. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2009 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.

13. **Compensation:** The Subrecipient shall be paid a total consideration of **\$50,000.00** for full performance of the services specified under this Agreement. Compensation shall be allowed on a

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

**CITY OF CONWAY AND BETHLEHEM HOUSE
2010 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 25th day of August, 2010, by and between the CITY OF CONWAY, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as "City "), and Bethlehem House of Faulkner County (hereinafter referred to as the "Subrecipient").

WITNESSETH

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

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

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

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

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

This project is for the hiring of a third shift (overnight) staff person and the funds to do so are in the amount of \$16,798.40. These funds are to be used for salary to provide an overnight staff person to help with the homeless client needs at homeless shelter (Bethlehem House) which is located at 930 Faulkner Street in the City of Conway. This shelter is to be used for the citizens of Conway whom are without housing. This grant of \$16,798 is to be used in order to assure that emergency shelter and food, clothing and rehabilitative services will be provided to the citizens of Conway.

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

2. **Term of Contract:** The services of the Subrecipient are to commence on **January 1, 2010** and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control

of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City.

CITY OF CONWAY AND BOYS & GIRLS CLUB OF FAULKNER COUNTY 2010 GRANT CONTRACT AGREEMENT

THIS AGREEMENT made and entered into on this 25th day of August, 2010, by and between the CITY OF CONWAY, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as "City "), and The Boys and Girls Club of Faulkner County (hereinafter referred to as the "Subrecipient").

WITNESSETH

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

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

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

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

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

Provide transportation services to the Boys & Girls Club for children from Sallie Cone Elementary where 80% of the children are in low to moderate-income families. CDBG will provide \$10,798 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, 2010 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 **\$10,798** 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 COUNCIL ON AGING
2010 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 25th day of August 2010, by and between the CITY OF CONWAY, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as "City "), and Faulkner County Council on Aging (hereinafter referred to as the "Subrecipient").

WITNESSETH

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

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

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

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

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 \$11,798 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, 2010 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 **\$11,798** 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 COUNCIL ON DEVELOPMENTAL DISABILITIES
2010 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 25th day of August, 2010, by and between the CITY OF CONWAY, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as "City "), and Faulkner County Council on Developmental Disabilities (hereinafter referred to as the "Subrecipient").

WITNESSETH

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

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

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

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

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 \$21,798 toward the transportation program.

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

2. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2010 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 **\$21,798** 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 WOMEN'S SHELTER OF CENTRAL ARKANSAS
2010 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 25th day of August 2010 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:

To provide transportation services to the clients and children who reside at the Women's Shelter, homeless persons at Bethlehem House and disabled men utilizing services at My House, Inc. CDBG will provide \$7,798 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, 2010 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 **\$7,798** 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.

OFFER AND ACCEPTANCE

1. **BUYERS AND SELLERS:** The City of Conway, a municipal corporation chartered under the laws of the State of Arkansas, ("Buyer"), offers to buy, and Habitat for Humanity, ("Seller"), agree to sell, subject to the terms and conditions set forth herein, the following described property in Faulkner County, Arkansas:

2. **LEGAL DESCRIPTION:**
 Lots 3 & 4, Block 6
 Section 6 Township 05N Range 13W
 Burns Addition to the City of Conway, Faulkner County, Arkansas

3. **PURCHASE PRICE:** The Buyer shall pay for the property the sum of \$39,600

4. **OTHER CONDITIONS and CONTINGENCIES:** As stated in paragraph six (6. Financing), the parties agree that said offer is contingent upon approval of the Conway City Council and formal appropriation of purchase funds to be paid at closing. The parties agree that said offer is contingent upon the Buyer being able to purchase the following lots adjacent and/or near to the property:

Lots 1 & 2, Block 6,
 Section 6 Township 05N Range 13W
 Burns Addition to the City of Conway, Faulkner County, Arkansas

Said contingency shall be deemed satisfied upon Buyer closing on the sale of the lots listed herein. Further, the parties agree that certain environmental matters will affect Buyer's intended use of the Property and that said offer is contingent upon the Buyer being duly satisfied and convinced, after inspection at its own expense, that the Property is free of the following conditions:

- (a) any flooding of the Property which has had a material adverse effect on the use of the Property;
- (b) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- (c) any toxic substances, including asbestos and wastes, or other environmental hazards or conditions which materially affect the Property;
- (d) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (e) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (f) any threatened or endangered species or their habitat affecting the Property.

5. **CONVEYANCE:** Unless otherwise specified, conveyance shall be made to Buyer, or as directed by Buyer, by general warranty deed, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the property.

6. **FINANCING:** Parties agree that said offer is contingent upon approval of the Conway City Council and formal appropriation of purchase funds for the proposed project.

7. **TITLE REQUIREMENTS:** Sale contingent upon merchantable title in Seller.

- 8. PRORATIONS: Taxes and special assessments due on or before closing shall be paid by Seller.
- 9. CLOSING AND CLOSING COSTS: The closing date shall be within 45 days of the date of execution of this Agreement, provided that all conditions and contingencies have been met. The parties agree that the time for closing may be extended by written agreement of the parties. The parties agree that Seller shall pay any and all closing costs or fees.
- 10. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Arkansas.
- 11. MERGER CLAUSE: This Agreement when executed by both Buyer and Seller, shall contain the entire understanding and agreement between the Buyer and Seller with respect to the matters referred to herein and shall supersede all prior or contemporaneous agreements, representations and understanding with respect to such matters and no oral representation or statement shall be considered a part hereof.

CITY OF CONWAY, BUYER

BY: _____
MAYOR TAB TOWNSELL

ACCEPTANCE

The above offer is accepted on this _____ day of _____, 2010 at _____ a.m. or p.m.

SELLER

STATE OF ARKANSAS
COUNTY OF _____

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2010.

Notary Public

My commission expires: / /

OFFER AND ACCEPTANCE

1. **BUYERS AND SELLERS:** The City of Conway, a municipal corporation chartered under the laws of the State of Arkansas, ("Buyer"), offers to buy, and Habitat for Humanity, ("Seller"), agree to sell, subject to the terms and conditions set forth herein, the following described property in Faulkner County, Arkansas:

2. **LEGAL DESCRIPTION:**

Lots 1 & 2, Block 6,
Section 6 Township 05N Range 13W
Burns Addition to the City of Conway, Faulkner County, Arkansas

3. **PURCHASE PRICE:** The Buyer shall pay for the property the sum of \$33,000

4. **OTHER CONDITIONS and CONTINGENCIES:** As stated in paragraph six (6. Financing), the parties agree that said offer is contingent upon approval of the Conway City Council and formal appropriation of purchase funds to be paid at closing. The parties agree that said offer is contingent upon the Buyer being able to purchase the following lots adjacent and/or near to the property:

Lots 3 & 4, Block 6
Section 6 Township 05N Range 13W
Burns Addition to the City of Conway, Faulkner County, Arkansas

Said contingency shall be deemed satisfied upon Buyer closing on the sale of the lots listed herein. Further, the parties agree that certain environmental matters will affect Buyer's intended use of the Property and that said offer is contingent upon the Buyer being duly satisfied and convinced, after inspection at its own expense, that the Property is free of the following conditions:

- (a) any flooding of the Property which has had a material adverse effect on the use of the Property;
- (b) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- (c) any toxic substances, including asbestos and wastes, or other environmental hazards or conditions which materially affect the Property;
- (d) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (e) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (f) any threatened or endangered species or their habitat affecting the Property.

5. **CONVEYANCE:** Unless otherwise specified, conveyance shall be made to Buyer, or as directed by Buyer, by general warranty deed, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the property.

6. **FINANCING:** Parties agree that said offer is contingent upon approval of the Conway City Council and formal appropriation of purchase funds for the proposed project.

7. **TITLE REQUIREMENTS:** Sale contingent upon merchantable title in Seller.

8. PRORATIONS: Taxes and special assessments due on or before closing shall be paid by Seller.

9. CLOSING AND CLOSING COSTS: The closing date shall be within 45 days of the date of execution of this Agreement, provided that all conditions and contingencies have been met. The parties agree that the time for closing may be extended by written agreement of the parties. The parties agree that Seller shall pay any and all closing costs or fees.

10. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Arkansas.

11. MERGER CLAUSE: This Agreement when executed by both Buyer and Seller, shall contain the entire understanding and agreement between the Buyer and Seller with respect to the matters referred to herein and shall supersede all prior or contemporaneous agreements, representations and understanding with respect to such matters and no oral representation or statement shall be considered a part hereof.

CITY OF CONWAY, BUYER

BY: _____
Mayor Tab Townsell

ACCEPTANCE

The above offer is accepted on this _____ day of _____, 2010 at _____ a.m. or p.m.

SELLER

STATE OF ARKANSAS
COUNTY OF _____

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2010.

Notary Public

My commission expires: / /



City of Conway, Arkansas
Ordinance No. O-10- _____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 2600 COLLEGE AVENUE FROM R-1 TO O-2:

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

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

The east 350 feet of the S½ of Block Three, West End Addition to the City of Conway, Arkansas, as shown on a plat recorded in Book A, Page 39, Plat Records of Faulkner County, Arkansas.

Part of the N½ of Block 3 of West End Addition to the City of Conway, Arkansas, as shown on a plat of record in Book A at Page 38, Plat Records of Faulkner County, Arkansas, described as beginning at a point 300 feet North and 40 feet East of the Southwest corner of said Block 3, which point is also 330 feet North and 70 feet East of the Southwest corner of the SE¼ NW¼ of Section 11, T5N, R14W, and running thence East 560 feet to the East line of said Block 3; thence North along the East line of said Block 3 a distance of 300 feet to the Northeast corner of Block 3; thence West 560 feet to a point due North of the point of beginning; thence South 300 feet to the point of beginning.

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

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

PASSED this 24th day of August, 2010.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

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

August 17, 2010

Council Members
Conway, AR 72032

Dear Council Members:

A request for a rezoning from R-1 to O-2 for property that is located at 2600 College Avenue with the legal description

The east 350 feet of the S½ of Block Three, West End Addition to the City of Conway, Arkansas, as shown on a plat recorded in Book A, Page 39, Plat Records of Faulkner County, Arkansas.

Part of the N½ of Block 3 of West End Addition to the City of Conway, Arkansas, as shown on a plat of record in Book A at Page 38, Plat Records of Faulkner County, Arkansas, described as beginning at a point 300 feet North and 40 feet East of the Southwest corner of said Block 3, which point is also 330 feet North and 70 feet East of the Southwest corner of the SE¼ NW¼ of Section 11, T5N, R14W, and running thence East 560 feet to the East line of said Block 3; thence North along the East line of said Block 3 a distance of 300 feet to the Northeast corner of Block 3; thence West 560 feet to a point due North of the point of beginning; thence South 300 feet to the point of beginning.

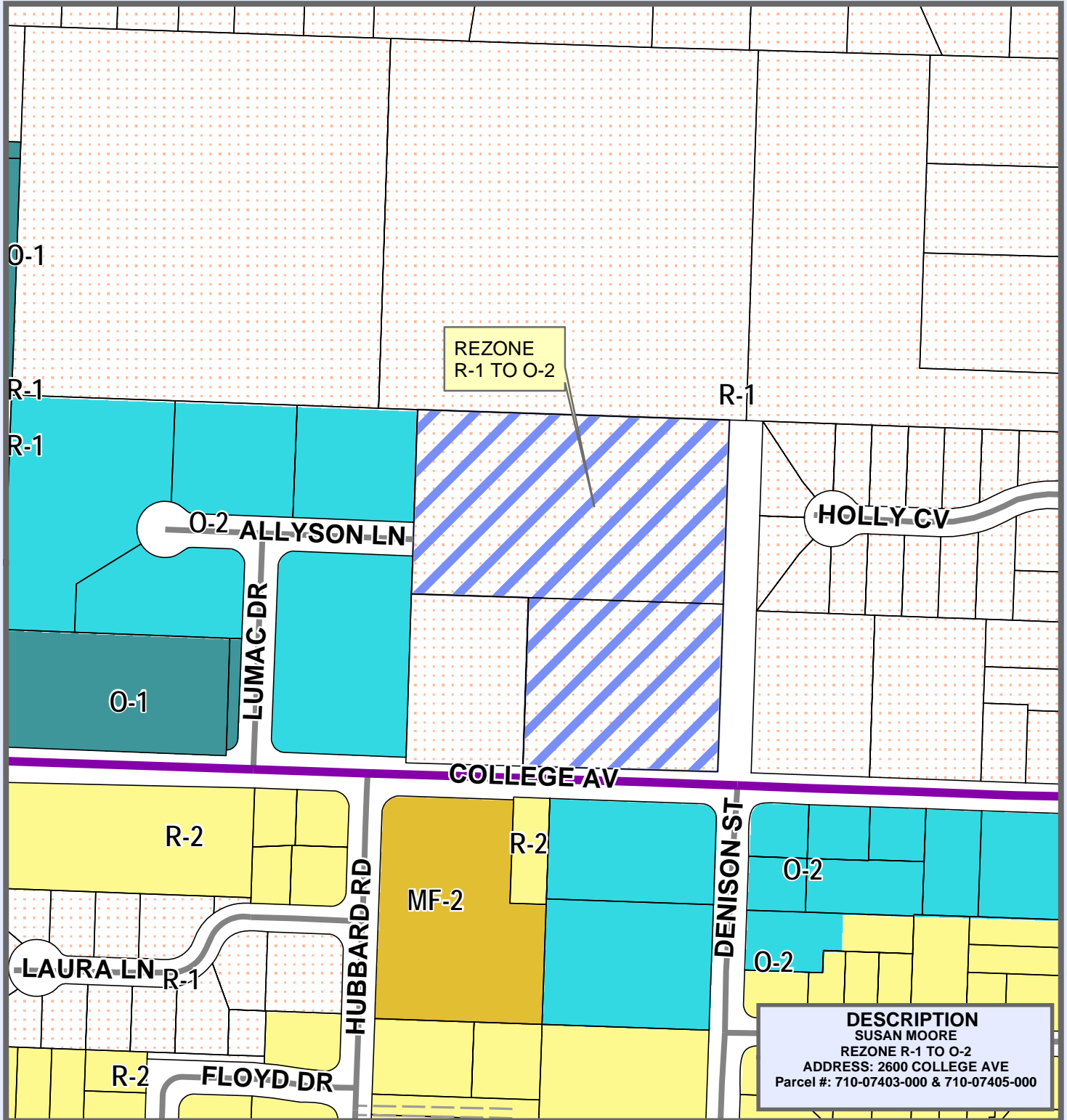
was reviewed by the Planning Commission at their regular meeting on August 16, 2010. The Planning Commission voted 7 – 1 to forward this request to the City Council with a recommendation for approval. Planning Commissioner Richard Kirkman voted against the motion to approve this rezoning

Sincerely,

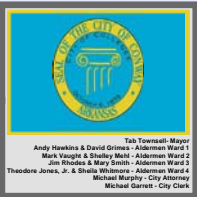
Sandra Mabry, Chair
Planning Commission

CITY OF CONWAY

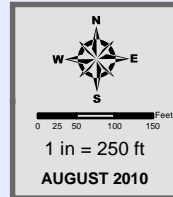
SUSAN MOORE REZONE R-1 TO O-2



DESCRIPTION
SUSAN MOORE
REZONE R-1 TO O-2
ADDRESS: 2600 COLLEGE AVE
Parcel #: 710-07403-000 & 710-07405-000



<ul style="list-style-type: none"> INTERSTATE MAJOR ARTERIAL MINOR ARTERIAL COLLECTOR RESIDENTIAL PRIVATE ROAD INTERSTATE RAMP RAILROADS 	<ul style="list-style-type: none"> LOT LINE STREAMS LAKES & PONDS CITY LIMITS 	<p>Residential</p> <ul style="list-style-type: none"> R-1 R-2A R-2 HR SR <p>Commercial</p> <ul style="list-style-type: none"> C-1 C-2 C-3 C-4 	<p>Industrial</p> <ul style="list-style-type: none"> MF-1 MF-2 MF-3 RMH <p>Office</p> <ul style="list-style-type: none"> O-1 O-2 O-3 	<p>Special</p> <ul style="list-style-type: none"> I-1 RU-1 I-3 SP S-1 A-1 PUD
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THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER. THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS OR ACCURACY OF ANY FEATURES ON THIS MAP. CITY OF CONWAY ASSUMES NO RESPONSIBILITY IN CONNECTION THEREWITH.

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

August 17, 2010

City Council
Conway, AR 72032

Dear Council Members:

A request for a conditional use permit to allow a taxicab stand or dispatch station for property located at 704 East Sixth Street with the legal description

Parcel #710-07865-000

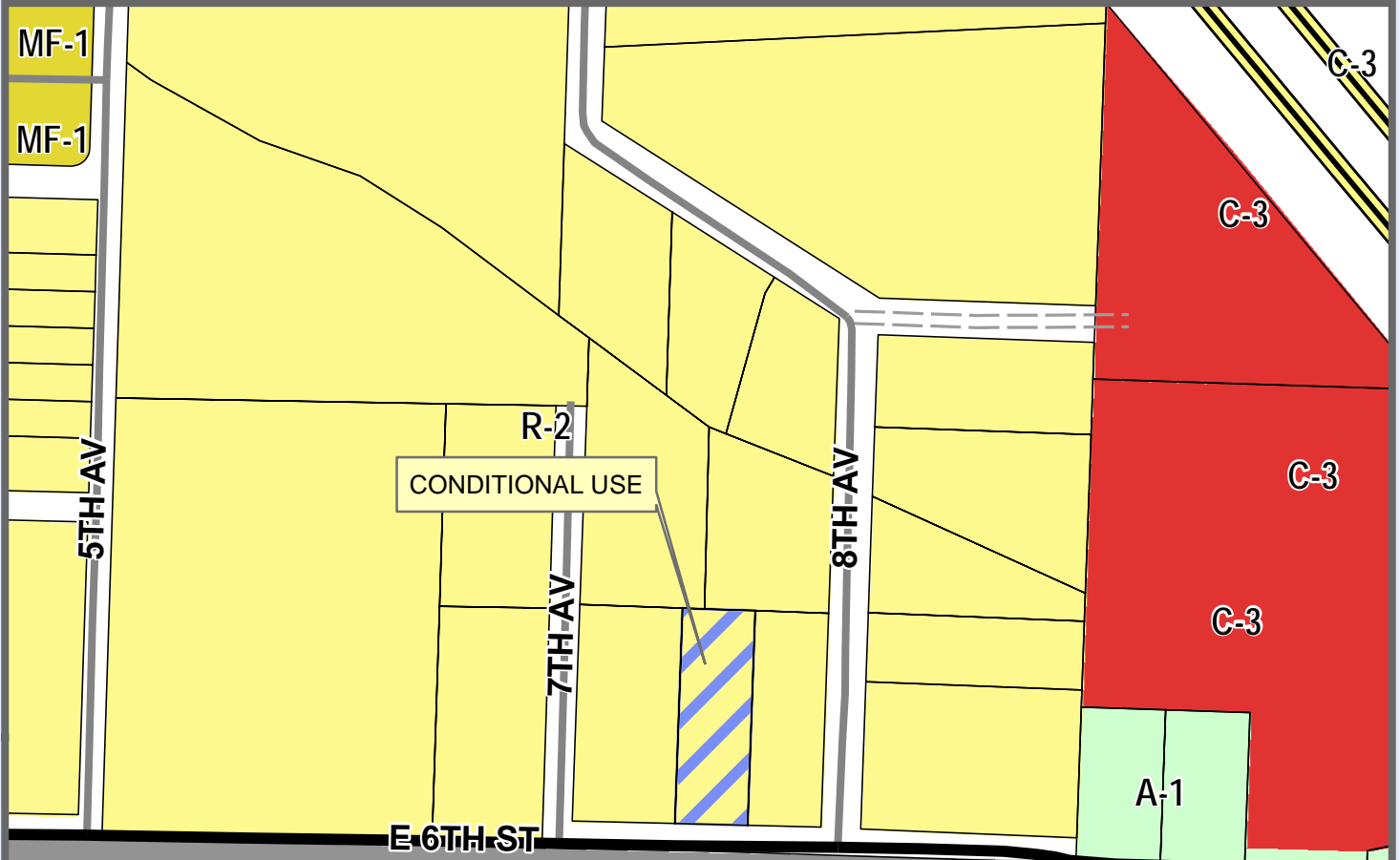
was reviewed by the Planning Commission at its regular meeting on August 16, 2010. The Planning Commission voted 7 – 1 that the request be sent to the City Council with a recommendation for denial. Planning Commissioner Kim Gardner voted against the motion for denial. Applicant has requested to appeal the denial at the August 24, 2010 meeting of the City Council.

Sincerely,

Sandra Mabry, Chair
Planning Commission

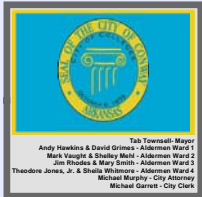
CITY OF CONWAY

VERNON WILCOX -- CONDITIONAL USE

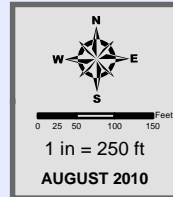


DESCRIPTION

VERNON WILCOX
CONDITIONAL USE TAXICAB STAND
NOT INCLUDING GARAGING AND MAINTENANCE
ADDRESS: 704 EAST SIXTH ST
Parcel#: 710-07865-000



INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	I-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	I-2
COLLECTOR	CITY LIMITS	R-2	I-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
			PUD



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

MEMORANDUM

TO: MAYOR TAB TOWNSELL

FROM: RONNIE HALL, P.E.
CITY ENGINEER

DATE: August 20, 2010

REFERENCE: Museum Road Extension
Siebenmorgen Road to Lower Ridge Road

Mr. J.E. Williams on two occasions has agreed to donate the 2.16 acres of right of way needed to extend Museum Road thru his property to Lower Ridge Road. He now is requiring payment for that right of way.

Discussion with Mr. William's sons indicates that he would settle for \$10,000 per acre.

Therefore I am requesting approval to pay \$10,000 per acre or \$21,600 for the 2.16 acre of right of way needed for this project.

Right of way is not an eligible expense for Street Impact Fee funds. We need approval to utilize "pay as you go sales tax" for this expense.

MEMORANDUM

TO: MAYOR TAB TOWNSELL

FROM: RONNIE HALL, P.E.
CITY ENGINEER

DATE: August 18, 2010

REFERENCE: Salem Road – Meadowlake Rd to U.S. 64
Asphalt Pavement Failure

As you are aware the initial 2" asphalt pavement layer on Salem Road between Meadowlake Road and U.S. 64 has cracked (failed) along most of this section of street. The final 1 ½" of asphalt should not be placed on this roadway until a competent initial layer of asphalt is in place (the cracks in the initial asphalt layer will reflect through to the surface layer). We were lead to believe that the Rogers Group was going to repair the failed areas and place the final surface layer of asphalt. However, the Rogers Group has informed us (meeting July 27, 2010 – Tab Townsell, Jack Bell, Ronnie Hall, Randy Evans, Tim Groman & Jay McConnell) that they will not assume the responsibility for restoration of the initial layer of asphalt.

In response to the Rogers Groups position we obtained the services of Carl Garner, P.E. to advise us as to the cause of the pavement failure and the recommended method of repairing and completing this section of street. Mr. Garner's evaluation of the crushed stone base course has revealed that the in place base course does not meet required AHTD specifications in 4 of the 6 samples taken. Mr. Garner's evaluation of the asphalt material has not been completed at this time. Mr. Garner's initial verbal report and recommendations are as follows:

1. The crushed stone base course material does not provide the support value typical for a "usual" Class 7 aggregate base course material that meets AHTD specifications and does not degrade as it is placed on the roadway and compacted.
2. The initial layer of asphalt should be removed along with a one inch thickness of crushed stone base course. The one inch thickness of base course is proposed for removal to allow the asphalt thickness to be increased by one inch to compensate for the low support value of the crushed stone base course.
3. A 2 ½" thickness of asphalt binder course followed by a 2" thickness of asphalt surface course should be placed on the roadway.

In an effort to get this roadway completed I have advertised for the work required to accomplish the above recommendations with bids being received Tuesday August 24, 2010. I will have the results of these bids available for consideration by the City Council at its August 24, 2010 meeting. The bids also included the asphalt paving work for the remainder of the year if we elect to discontinue our annual paving contract with the Rogers Group until this issue is resolved.

I have attached a summary of the pertinent activities associated with Salem Road Extension to U.S. 64 and related projects.

(DRAFT REPORT)
SALEM ROAD – Meadowlake Road to U.S. 64
Conway, Arkansas
Summary of Project Events and Comments Regarding Pavement Failure

Prepared by Ronnie D. Hall, P.E.
Conway City Engineer
August 19, 2010

This project involved the construction of approximately 4,200 feet of 36' curbed street from Meadowlake Road crossing the Cadron Ridge and connecting to U.S. 64 (Old Morrilton Highway) at the connection to Exit 124 on Interstate 40.

At its June 10, 2008 Conway City Council meeting the project was awarded to the low bidder Tom Lindsey Contractor, Inc. for the bid amount of \$2,614,337.49. The project as awarded included utilizing excess excavation for the project to build the north embankment for the Salem Road Union Pacific Railroad Overpass located at the southern end of the project.

The project as bid included the asphalt paving work for this project. The bids for this project were taken during a period of higher asphalt cement prices brought about by shortage of asphalt cement due to a problem at the refinery (might have been hurricane related). The bid price for the asphalt was \$81.10 per ton. In addition, (according to contractors bidding the project) the Rogers Group tied their asphalt quote for the project to also providing the crushed stone base course at a bid price of \$23.05 per ton. The low bidder (Tom Lindsey) agreed to reduce his crushed stone base price from \$23.05 per ton to \$19.50 per ton resulting in a reduction in contract amount of about \$46,000. The annual bid for the 2009 (which was the price available to pave this project in 2009) asphalt paving was \$51.75 per ton for asphalt binder course and \$60.70 per ton for asphalt surface course. The change in asphalt price resulted in a reduction in the asphalt binder course cost of about \$67,000 and would have resulted in a reduction in asphalt surface course (which was never placed) cost of about \$35,000. The project Change Order removing the asphalt from the project and reducing the crushed stone base course price was executed in August 2008.

Construction work on the project began July 21, 2008 and the crushed stone base course was completed and ready for paving in August 2009. The asphalt binder course was place on August 31, 2009 and September 1, 2009. The asphalt pavement located along U.S. 64 and immediately south of U.S. 64 for a distance of about 75 feet had to be removed and replaced later that week because of immediate failure of the pavement due to the paving being too thin or too course. The concrete islands were then constructed on the binder course and the street opened to traffic on September 9, 2009.

The Rogers Group was advised that the project was available for the final surface course paving immediately after the concrete islands were poured. The Rogers Group was contacted on several occasions and the request made to place the final surface course. The final paving was included

on a list of paving projects provided to the Rogers Group. A couple of small failures in the asphalt binder course needed repairing before the surface course was placed and this was reported to the Rogers Group. As we recall the Rogers Group was going through some significant personnel changes at this time almost replacing the entire staff. Our primary point of contact during this transition period was Jay McConnell (one of the few local employees retained) because we knew him and he had some familiarity with the needed paving work. Although he was not manager or scheduler of the paving work, he was the person in the office we could readily contact and forward the information.

The Rogers Group failed to place the finished surface course before wet and cold weather prevented the work. They now claim we advised them that Salem Road was not ready to be paved during that fall period. We did report to them that several minor repairs of failed areas were needed before the paving could be completed. However, at face to face meeting and by phone calls we made numerous requests to get the project completed. Because of the new personnel's unfamiliarity with the projects they may have confused by our stating when asked that South Salem (in the Greens at Nutter Chapel) was not ready for paving until they stabilized the base course). The areas of failure and needed repair continued to expand along the roadway and throughout the winter and spring months.

In April 2010, we requested that Steve Garrett, P.E. with Material Testing of Arkansas make a visual inspection of the failures along the subject section of Salem Road and he reported by letter that the failures appeared due to weathering of the course binder course over the winter. He recommended removal of the failed sections, replacement of the pavement where removed and placement of the final surface course. We forwarded this letter of recommendations to Tim Gorman at the Rogers Group.

From meetings and phone conversations throughout early 2010 we were of the opinion that the Rogers Group was scheduling the repairs of Salem Road. By e-mail to Tim Gorman on May 20, 2010, I requested their schedule for repair and final paving of Salem. Mr. Gorman responded June 4, 2010 that he was reviewing the matter and would be in contact after review of the issues. On July 22, 2010 I again e-mailed Tim Gorman requesting a schedule for the repair work before the July 27, 2010 City Council Meeting. On July 26, 2010, Mr. Gorman indicated that he was advised by our field inspector (Randy Evans) in the Fall of 2009 that the road was not ready to be paved. At a follow up meeting July 27, 2010 at the Mayor's office with Mayor Townsell, Jack Bell, Ronnie Hall, Randy Evans, Tim Gorman and Jay McConnell, Mr. Gorman stated that they would not bear the cost of repairing the asphalt pavement on Salem Road. Mr. Gorman also indicated they would not bear responsibility for the crushed stone base course material that they supplied to Tom Lindsey Construction Company for the subject project.

In response to the Rogers Groups position we obtained the services of Carl Garner, P.E. to advise us as to the cause of the pavement failure and the recommended method of repairing and completing this section of street. Mr. Garner's evaluation of the crushed stone base course has revealed that the in place base course does not meet required AHTD specifications in 4 of the 6 samples taken. Mr. Garner's evaluation of the asphalt material has not been completed at this time. Mr. Garner's initial verbal report and recommendations are as follows:

1. The crushed stone base course material does not provide the support value typical for a “usual” Class 7 aggregate base course material that meets AHTD specifications and does not degrade as it is placed on the roadway and compacted.
2. The initial layer of asphalt should be removed along with a one inch thickness of crushed stone base course. The one inch thickness of base course is proposed for removal to allow the asphalt thickness to be increased by one inch to compensate for the low support value of the crushed stone base course.
3. A 2 ½” thickness of asphalt binder course followed by a 2” thickness of asphalt surface course should be placed on the roadway.

The crushed stone base course from the Rogers Group’s Toad Suck quarry was used on the Salem Road Project as well as the section of Tyler Street recently reconstructed west of Eve Lane, on South Salem from Nutter chapel southward for about 1,000 feet, on Favre Lane from Salem Road to Josh Lane and on the section of Salem Road located inside the Greens at Nutter Chapel project. The Rogers Group removed the failed asphalt on the above named projects (except north Salem) and attempted to stabilize the substandard crushed stone base course in early 2010.

It now appears that a substandard crushed stone base course may also be a contributing factor to the North Salem pavement failures. The North Salem Project followed the other project listed above by a year. After the above problems the Rogers Group assured us that they could and would produce a quality material out of the Toad Suck Quarry. However, material recently placed on the new Salem Road Overpass project (managed by the AHTD) was required to be removed and replaced because it did not meet AHTD specification. In addition, the crushed stone placed on the city streets in Turnbury PUD was slightly out of specification and will be closely monitored during the one year maintenance period for signs of failure.



**City of Conway, Arkansas
Ordinance No. O-10-_____**

AN ORDINANCE APPROVING DONATIONS TO OTHER AGENCIES; AND FOR OTHER PURPOSES;

WHEREAS, the City of Conway would like to donate a Partner Phone System that is no longer of use to the Sherwood Fire Department;

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

SECTION 1. The City of Conway shall remove the equipment from its fixed asset inventory and shall donate said equipment to the Sherwood Fire Department.

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

PASSED this 24th day of August, 2010.

APPROVED:

Mayor Tab Townsell

ATTEST:

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



**City of Conway, Arkansas
Ordinance No. O-10-_____**

**AN ORDINANCE AMENDING THE CONWAY MUNICIPAL CODE BOOK TITLE 6
SECTION "ANIMAL & FOWL; DECLARING AN EMERGENCY; AND FOR OTHER
PURPOSES.**

WHEREAS, the Animal Welfare Unit desires to amend Title 6 of the Conway Municipal Code;

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

SECTION 1. Title 6 shall be amended as follows:

Section 6.04.03 Confinement of Animals on Premises of Owner is amended to read as follows:

- A. Confinement of Dogs. Any person owning, possessing or keeping a dog or dogs whether vaccinated or unvaccinated, licensed or unlicensed, shall confine such dog or dogs within an adequate fence or enclosure within a house, garage or other building and provides adequate ventilation and protection from environmental conditions.
- C. Chaining. No person shall direct-point chain or tether a dog to a stationary object. Dogs may be restrained by means of a trolley system, or a tether attached to a pulley on a cable run if the following conditions are met:

Only one (1) dog may be tethered to each cable run.

- a. The tether must be attached to a properly fitting collar or harness worn by the dog, with enough room between the collar and the dog's throat through which two (2) fingers may fit. Choke collars and pinch collars are prohibited for purposes of tethering a dog to a cable run.
- b. There must be a swivel on at least one (1) end of the tether to minimize tangling of the tether.
- c. The tether and cable run must be of adequate size and strength to effectively restrain dog. The size and weight of the tether must not be excessive, as determined by the animal welfare officer, considering the age, size and health of the dog.
- d. The cable run must be at least (10) feet in length and mounted at least four (4) feet and no more than eight (8) feet above ground level.
- e. The length of the tether from the cable run to the dog's collar should allow access to the maximum available exercise area and should allow continuous access to water and shelter. The trolley system must be of appropriate configuration to confine the dog to the owner's property, to prevent the tether from extending over an object of an edge

that could result in injury or strangulation of the dog, and to prevent the tether from becoming entangled with other objects or animals.

Upon notification by written warning, owner will be given ten (10) days to comply. If compliance is not met, the dog may be removed by Animal Welfare Officers.

Section 6.04.16 Animal Care is amended to read as follows:

J. Chaining or tethering a dog to stationary objects is prohibited. Dogs must be restrained by means of a trolley system as described in Section 6.04.03 (b).

SECTION 2. That any ordinances in conflict herewith are hereby repealed to the extent of that conflict.

SECTION 3. This ordinance is necessary for the protection of the public peace, health and safety and an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED this 24th day of August 2010

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-10-_____

AN ORDINANCE APPROPRIATING REIMBURSEMENT FUNDS TO THE CONWAY POLICE DEPARTMENT; AND FOR OTHER PURPOSES

WHEREAS, the Conway Police Department has received reimbursement funds in the amount of \$1414.76 from the Secret Service for equipment and;

WHEREAS, the Conway Police Department needs these funds to support additional expenditure requests for FY 2010 and;

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

SECTION 1. The City of Conway shall accept these funds and shall appropriate funds from General Fund Reimburse for Law Enforcement Revenue Account (01.944) into the following expenditure accounts:

\$945.00	01.113.331
\$469.76	01.113.354

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

PASSED this 24th day of August, 2010.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-10-_____

**AN ORDINANCE APPROPRIATING INSURANCE FUNDS TO THE CONWAY POLICE DEPARTMENT;
AND FOR OTHER PURPOSES**

WHEREAS, the Conway Police Department received a check in the amount of \$8,925 and in the amount of \$1,092.99 in insurance proceeds to repair vehicles that were damaged in accidents, and;

WHEREAS, the Conway Police Department needs these funds to make the necessary repairs to the damaged vehicles and;

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

SECTION 1. The City of Conway shall accept the insurance proceeds in the amount of \$10,017.99 and appropriate from the Insurance proceeds revenue account (01.512) to the Police Department's vehicle maintenance expenditure account (01.113.234) and:

SECTION 2. That any ordinances in conflict herewith are hereby repealed to the extent of that conflict.

PASSED this 24th day of August, 2010.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-10- _____

**AN ORDINANCE APPROPRIATING ASSET FORFEITURE FUNDS TO THE POLICE DEPARTMENT;
 AND FOR OTHER PURPOSES**

WHEREAS, the Conway Police Department needs approximately \$5,000 to replenish their confidential buy money and;

WHEREAS, money in the Conway Police Department Asset Forfeiture account is allowed, by law, to be used for such purposes as these;

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

Section 1. The City of Conway shall appropriate the following funds from the Asset Forfeiture Revenue account (21.503) into the Asset Forfeiture Buy money expenditure account 21.113.297 and whereas;

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

PASSED this 24th day of August 2010.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer