

City Council Members

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



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

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**City Council Meeting - Tuesday, September 13<sup>th</sup>, 2011@ 6:30pm**  
**Judge Russell L. "Jack" Roberts District Court Building – 810 Parkway St., Conway, AR 72032**  
**5:30pm - Committee Meeting:**  
**Discussion of the Recommendations**  
**from the Conway Citizen Taskforce Committee**

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Call to Order

Roll Call

Minutes: *August 23<sup>rd</sup>, 2011 & September 6<sup>th</sup>, 2011*

Announcements / Proclamations / Recognition:

**1. Report of Standing Committees:**

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

1. Resolution setting a public hearing to discuss the closing of a 10 foot utility (waterline) easement located within The Village at Hendrix, Multi-Family Rowhouse units.
2. Resolution setting a public hearing to discuss the closing of a portion of College Avenue, Front Street, Elm Street, and Chestnut Street right of ways.
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 approve the 2011 CDBG recommendations & contracts.
5. Consideration of a RFQ for environmental assessments related to the Boys & Girls Club and Bethlehem House Project.
6. Consideration to accept bid for traffic light installation at Donaghey and Lee Avenue.
7. Ordinance accepting grant proceeds and appropriating funds for the new Conway Municipal Airport.
8. Consideration to accept bids for the Stage 1B – Grading and Drainage Construction for the Relocated Conway Airport.
9. Consideration to approve a material testing contract from Thomas & Associates for the Relocated Conway Airport.
10. Consideration to approve an engineering services contract from Garver Engineers for the Relocated Conway Airport.
11. Consideration of several condemnations for Conway Corporation related to Tupelo Bayou Wastewater Treatment Plant.

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

1. Ordinance accepting and appropriating funds for the purchase of a LOGO T100 Imaging System for the Conway Fire Department.

**Old Business**

**New Business**

1. Consideration to enter into an encroachment agreement with Centerpoint Energy for property located within Conway Station Park.
2. Discussion of the proposed new City Council ward lines.

**Adjournment**

# Committee Meeting

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

### Executive Summary

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

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

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

### Methodology

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

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

### Opportunity/Risk Analysis

#### Task One:

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

**Recommendation:**

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

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

**Task Two:**

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

**A) Revenue**

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

## **Recommendations**

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

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

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

## **Recommendation**

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

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

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

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

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

## **Recommendations**

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

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

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

2. Fiscal matters.

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

3. Consider 2 year bond coverage on major road contracts

## **Conclusion**

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

Respectively Submitted

David Crow

Joel Hawkins

Brad Hegeman

Linda Linn

Gene Salter

Bruce Sossamon



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

**A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS  
 THE CLOSING OF A 10 FOOT UTILITY (WATERLINE) EASEMENT LOCATED WITHN THE VILLAGE  
 AT HENDRIX, MULTI-FAMILY ROWHOUSE UNITS**

**WHEREAS**, a petition has been filed with the City Council of the City of Conway, Arkansas by The Village at Hendrix to abandon a 10 foot utility (waterline) easement located in The Village at Hendrix on the southern 40 feet of the western property line on Lot 1 within the corporate limits of the City of Conway, Arkansas; and

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

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

1. That the City Council shall hear said petition at its regular meeting to be held at the Russell L. "Jack" Roberts District Court Building, 810 Parkway Street, Conway, Arkansas, on **September 27<sup>th</sup>, 2011 at 6:30 p.m.**
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the manner prescribed by law.

**PASSED** this 13<sup>th</sup> day of September, 2011.

**Approved:**

**Attest:**

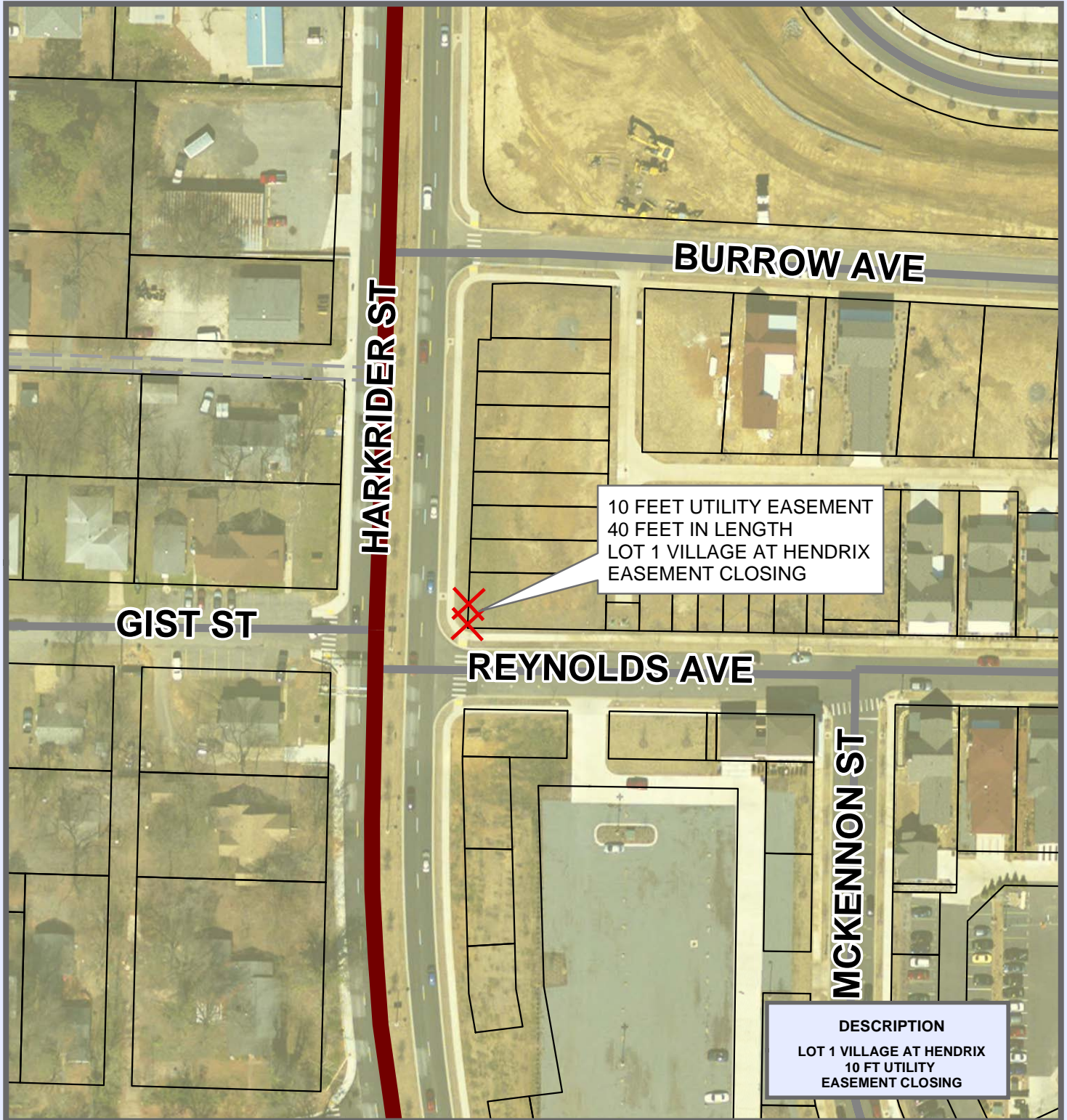

\_\_\_\_\_  
**Mayor Tab Townsell**

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



# CITY OF CONWAY

## LOT 1 VILLAGE AT HENDRIX -- EASEMENT CLOSING

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




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



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

<ul style="list-style-type: none"> <li>— INTERSTATE</li> <li>— MAJOR ARTERIAL</li> <li>— MINOR ARTERIAL</li> <li>— COLLECTOR</li> <li>— RESIDENTIAL</li> <li>— PRIVATE ROAD</li> <li>— INTERSTATE RAMP</li> <li>— RAILROADS</li> </ul>	<ul style="list-style-type: none"> <li>— LOT LINE</li> <li>— STREAMS</li> <li>— LAKES &amp; PONDS</li> <li>— CITY LIMITS</li> </ul>
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<b>Residential</b> R-1 R-2A R-2 HR SR	<b>Industrial</b> MF-1 MF-2 MF-3 RMH	<b>Commercial</b> C-1 C-2 C-3 C-4	<b>Office</b> O-1 O-2 O-3	<b>Special</b> SP S-1 A-1 PU3
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1 in = 100 ft  
**SEPTEMBER 2011**

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

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



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

**WHEREAS**, the City Council of the City of Conway, Arkansas is considering closing portions of College Avenue, Front Street, Elm Street and Chestnut Street Right of Ways in the City of Conway. The locations of these closures are as follows:

1. College Avenue from Union Pacific Railroad westerly approximately 200 feet.
2. College Avenue from Union Pacific Railroad easterly to Chestnut Street.
3. Front Street From Elm to College
4. Elm Street between Front Street and the Union Pacific Railroad - a strip along the northern boundary.
5. Chestnut –College Intersection on the west side of Harkrider.

**WHEREAS**, the City shall set a date and time for a hearing before the City Council for consideration of these street closings.

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

1. That the City Council shall hear said petition at its regular meeting to be held at the Russell L. "Jack" Roberts District Court Building, 810 Parkway Street, Conway, Arkansas, on the **27<sup>nd</sup> day of September 2011 at 6:30 p.m.**
2. That the City Clerk is hereby directed to publish notice of the hearing for the time and in the manner prescribed by law.

**PASSED** this 13<sup>th</sup> day of September, 2011.

**Approved:**

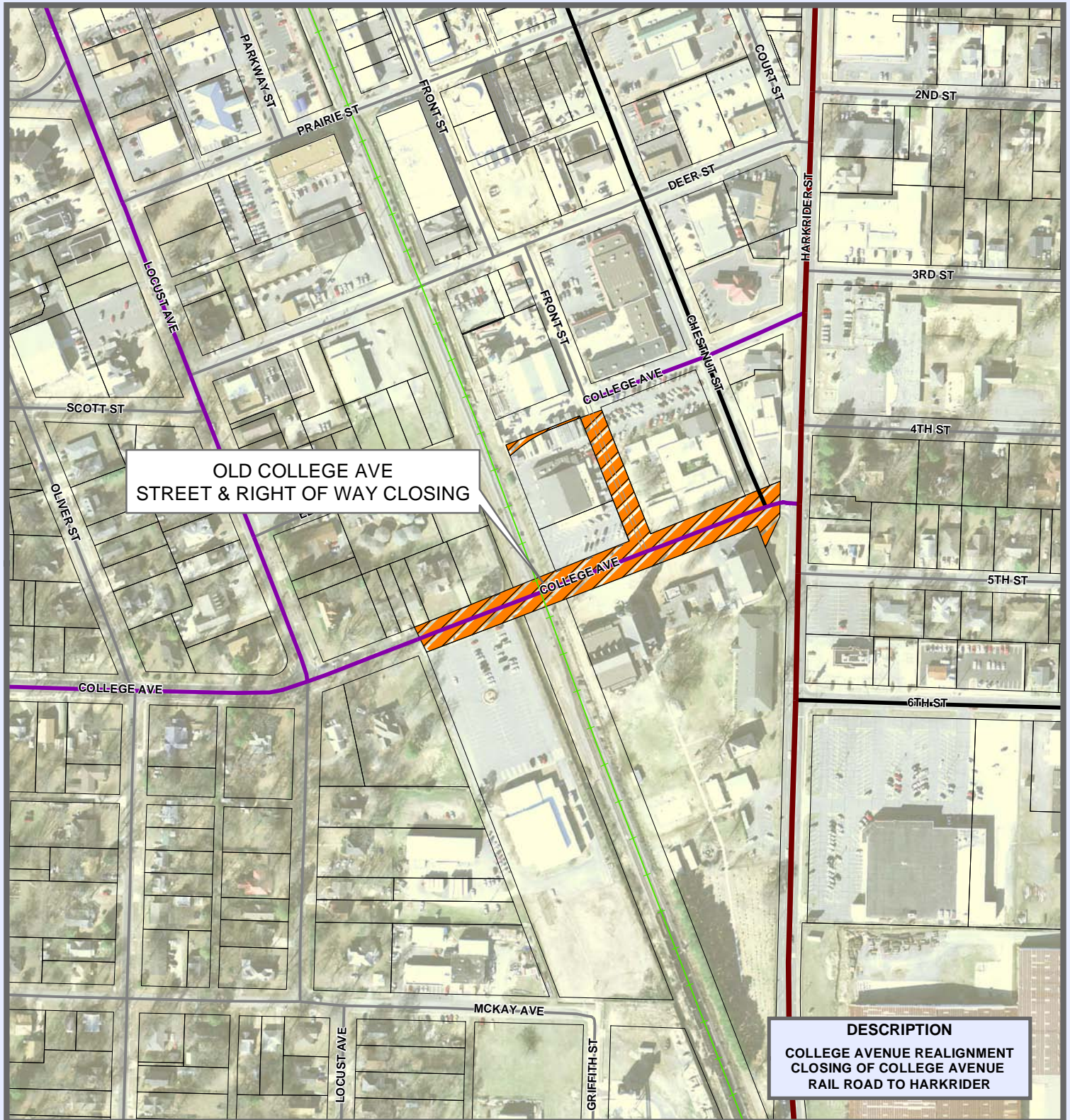
\_\_\_\_\_  
**Mayor Tab Townsell**

**Attest:**

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

# CITY OF CONWAY

## COLLEGE AVE REALIGNMENT -- STREET CLOSING



OLD COLLEGE AVE  
STREET & RIGHT OF WAY CLOSING

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

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

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

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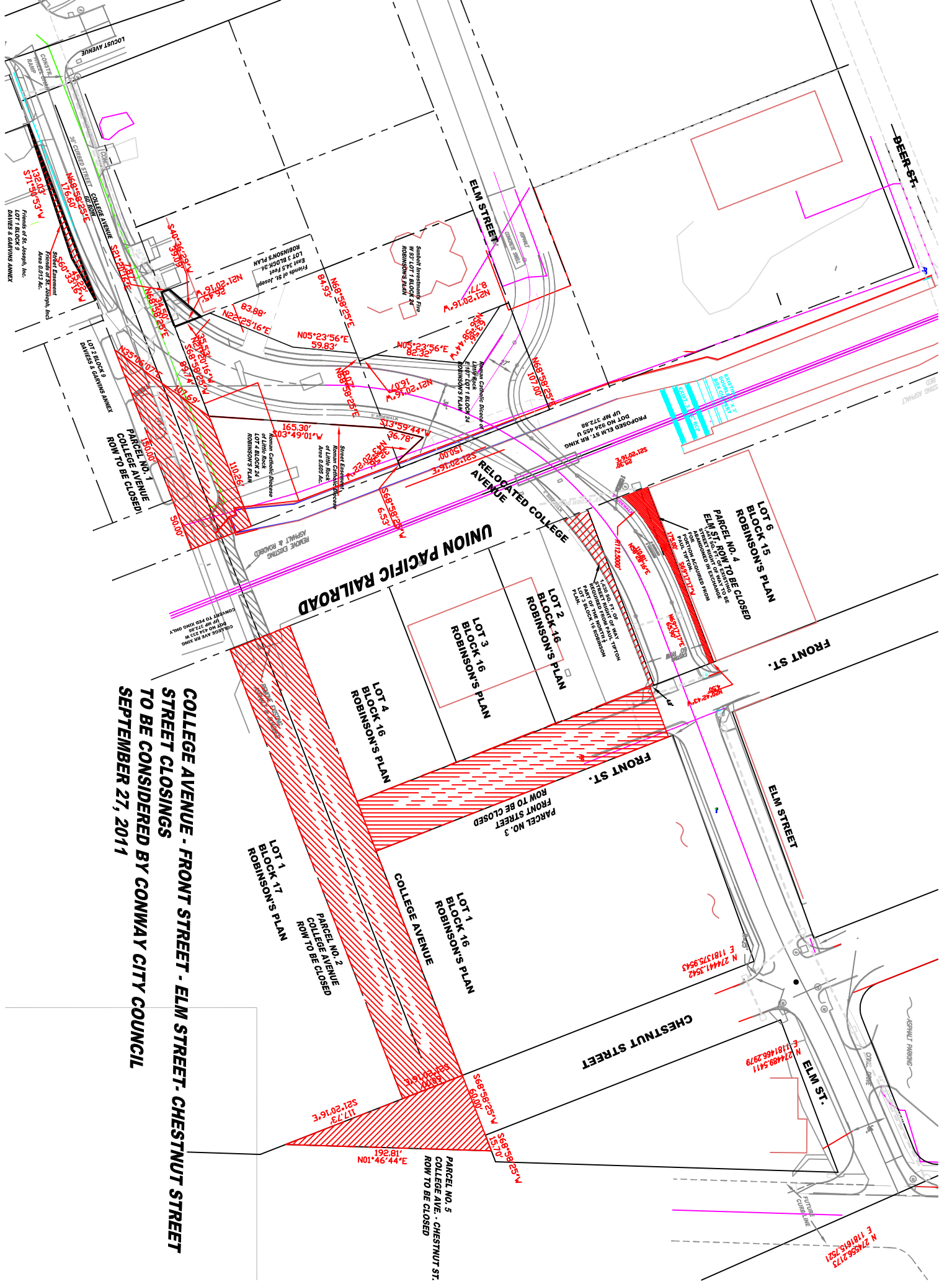
<ul style="list-style-type: none"> <li>— INTERSTATE</li> <li>— MAJOR ARTERIAL</li> <li>— MINOR ARTERIAL</li> <li>— COLLECTOR</li> <li>— RESIDENTIAL</li> <li>— PRIVATE ROAD</li> <li>— INTERSTATE RAMP</li> <li>— RAILROADS</li> </ul>	<ul style="list-style-type: none"> <li>— LOT LINE</li> <li>— STREAMS</li>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

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

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





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



## Memo:

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

**From:** Felicia Rogers  
**Date:** September 8, 2011  
**Re:** Certified Liens – Code Enforcement

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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. 241 Center Street  | \$145.31 |
| 2. 4470 Raleigh Drive | \$169.63 |

Please advise if you have any questions.



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

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

**WHEREAS**, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on 241 Center Street within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

**WHEREAS**, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$145.31 (plus a ten percent collection penalty and filing fee, to be thereafter certified to the Faulkner County Tax Collector; and

**WHEREAS**, a hearing for the purpose of determine such lien has been set for **September 13<sup>th</sup>, 2011** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

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

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

**ADOPTED** this 13<sup>th</sup> day of September, 2011.

**Approved:**

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

**Attest:**

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

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



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

## MEMO:

To: Mayor Tab Townsell  
CC: City Council Members

From: Barbara McElroy  
Date: September 6, 2011

Re: 241 Center Street

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- June 29<sup>th</sup>, 2011 – Warning Violation written by Bill Haynes regarding grass.
- Property Owner is listed as Brandy Benfer.
- Property was then rechecked on 7/7/2011 no progress.
- Certified and regulars letters were mailed July 19<sup>th</sup>, 2011 to property owner and Chase Home Finance at the addresses listed on file.
- Property was then recheck on 8/1/2011 with no progress
- Property cleanup was sent over to Physical Plant for clean up on 8/1/2011
- Final Cleanup finished on 8/3/2011
- Invoice for clean up and copy of final bill was sent to the property owners at address on file; included amount due, date and time of the City Council meeting.
- Invoice attach

If you have any questions please advise.

**Conway Code Enforcement  
Incident Report**

**Date of Violation: 06/29/11**

**Violator Name: Brandy Benfer /Chase Home Finance**

**Address of Violation: 241 Center St.**

**Violation Type: Tall Grass**

**Warning #: CE 3310**

**Description of Violation and Actions Taken: On June 29<sup>th</sup>, 2011 I identified a Tall Grass violation at 241 Center St in Conway and left a warning notice on the door of that residence. A recheck was conducted on July 7<sup>th</sup> and no change was noted in the condition. Certified and regular letters were sent to the listed owners and Chase Home Finance on July 19<sup>th</sup>. A final recheck was conducted on August 1<sup>st</sup> with no change noted in condition. Physical Plant employees conducted mowing and clean-up operations on August 3<sup>rd</sup>. before and after pics were taken and are on file.**

**Code Enforcement Officer: Bill Haynes**

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

**Date: September 7<sup>th</sup> 2011**

**Time: 0824hrs**



# INVOICE

## City of Conway Code Enforcement

DATE: AUGUST 4, 2011

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

TO Brandy Benfer  
241 Center Street  
Conway, AR 72032

Description: Mowing/Clean up/Admin Fees  
associated with the nuisance abatement at  
241 Center Street

CODE ENFORCEMENT OFFICER	JOB	PAYMENT TERMS	DUE DATE
Bill Haynes	241 Center Street	Due upon receipt	September 4th, 2011

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Mowing	17.99	17.99
1	Mowing	13.75	13.75
1	Mowing	13.21	13.21
1	Mowing	10.02	10.02
1	Maintenance Fee	15.00	15.00
1	Administrative Fee (Barbara McElroy)	24.15	24.15
1	Administrative fee (Bill Haynes)	18.30	18.30
1	Administrative Fee (Glenn Berry)	21.70	21.70
3	Certified letter	3.29	9.87
3	Regular letter	.44	1.32
SUBTOTAL			\$145.31
SALES TAX			
TOTAL			\$145.31

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

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



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

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

**WHEREAS**, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on **4470 Raleigh 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 **\$169.63** (plus a ten percent collection penalty and filing fee, to be thereafter certified to the Faulkner County Tax Collector; and

**WHEREAS**, a hearing for the purpose of determine such lien has been set for **September 13<sup>th</sup>, 2011** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

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

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

**ADOPTED** this 13<sup>th</sup> day of September 2011.

**Approved:**

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

**Attest:**

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

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



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

## MEMO:

To: Mayor Tab Townsell  
CC: City Council Members

From: Barbara McElroy  
Date: September 6, 2011

Re: 4470 Raleigh Drive

---

- June 9<sup>th</sup>, 2011 – Warning Violation written by Grant Tomlin regarding grass in back yard and around edge of fence and house.
- Property Owners are listed as Flagstar FSB.
- Certified and regular letters were mailed to property owner at address listed on file on June 13<sup>th</sup>, 2011.
- Property was then recheck on 7/20/2011 and 7/25/2011 with no progress
- Property cleanup was sent over to Physical Plant for clean up on 7/25/2011.
- Final Cleanup finished on 7/28/2011.
- Invoice for clean up and copy of final bill was sent to the property owners at address on file; included amount due, date and time of the City Council meeting.
- Invoice attach

If you have any questions please advise.


**Conway Code Enforcement  
Incident Report**

**Date of Violation:** June 9, 2011  
**Violator Name:** Flagstar Bank, FSB  
**Address of Violation:** 4470 Raleigh  
**Violation Type:** Tall grass  
**Warning #:** CE3213

**Description of Violation and Actions Taken:**

On 6-9-11, I received a complaint regarding tall grass at the address of 4470 Raleigh Drive. Upon arrival at the residence, I found that it was in violation of the Conway Nuisance Abatement Code, section 3.2.4, for tall grass. The house was vacant at the time and appeared to have been vacant for an extended period of time. Some of the grass in the back yard was over five (5) feet tall. I issued a written warning (CE3213) to the registered owner of the property through Arkansas County Data. The registered owner showed to be Flagstar Bank, FSB out of Troy, MI. The warning was mailed to Flagstar Bank on 6-13-11 through both regular and certified mail. The property was rechecked on 7-20-11 with no progress shown. A second recheck was done on 7-25-11 with no progress shown. The property was scheduled for mowing at this time. The property was mowed on 7-28-11. Pictures were taken before and after the mowing was done and are on file for review. A bill for the mowing was sent to the owner through both regular and certified mail.

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

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

**Date:**

**Time:**

# INVOICE

## City of Conway Code Enforcement

DATE: JULY 28, 2011

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

TO Flagstar Bank FSB  
5151 Corporate Drive  
Troy, MI 48098

Description: Mowing/Clean up/Admin Fees  
associated with the nuisance abatement at  
4470 Raleigh Drive

CODE ENFORCEMENT OFFICER	JOB	PAYMENT TERMS	DUE DATE
Grant Tomlin	4470 Raleigh Drive	Due upon receipt	August 28th, 2011

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
2	Mowing	17.88	35.76
2	Mowing	13.21	26.42
2	Mowing	10.02	20.04
1	Maintenance Fee	15.00	15.00
1	Administrative Fee (Barbara McElroy)	24.15	24.15
1	Administrative fee (Grant Tomlin)	19.10	19.10
1	Administrative Fee (Glenn Berry)	21.70	21.70
2	Certified Letter	3.29	6.58
2	Regular letter	.44	.88
SUBTOTAL			\$169.63
SALES TAX			
TOTAL			\$169.63

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: 9/8/2011  
Re: 2011 CDBG Contracts

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## 2011 CDBG Contracts

Attached please find contracts for the Public Services portion of 2011CDBG 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 a 3.45 percent decrease from fall allocations due to a 16 percent cut from funds received.

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

## 2011 CDBG RECOMMENDATIONS

2011 Projects Requests		Available Funding	2011 PROGRAM YEAR	Recommend	Budget
		\$386,580			
Agency Name	Amount Requested	Project Description			
Pine Street Revitalization Project	\$100,000	Pine Street Revitalization Project	\$90,000	\$0	
City of Conway Housing Rehab	\$70,000	Housing Rehab	\$70,000	\$0	
Bethlehem House	\$50,000	Building	\$50,000	\$50,000	
Boys and Girls Club Building	\$50,000	New Construction	\$50,000	\$201,225	
Boys and Girls Club Building		<i>Moved from 2010 Downtown Drainage Project</i>		\$50,000	
			<b>\$260,000</b>	\$301,225	
<b>Total</b>					
		Available Funding			
<b>Public Services Requests</b>		<b>\$57,987</b>			
<b>ONLY 15% of total budget</b>					
Bethlehem House	\$15,000	Third shift staffing of homeless shelter	\$15,000	\$14,490	
Boys & Girls Club	\$9,000	Transportation for kids & supplies upgrade	\$9,000	\$8,700	
Senior Citizens	\$55,000	Transportation services the elderly	\$10,000	\$9,665	
FCCDD	\$25,000	Trans Services to jobs & job training for Disabled	\$20,000	\$19,330	
Women's Shelter	\$6,500	Collaborative Transportation Program	\$6,000	\$5,800	
<b>TOTAL</b>	<b>\$110,500</b>		<b>\$60,000</b>	\$57,985	
<b>Administration 20%</b>	<b>\$80,000</b>		<b>\$80,000</b>	\$77,316	
<b>GRAND TOTAL OF GRANT</b>			<b>\$400,000</b>	\$386,526	

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

**THIS AGREEMENT** made and entered into on this 14th day of September, 2011, by and between the **CITY OF CONWAY**, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as “City ”), and Bethlehem House 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 \$14,490. 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 \$14,490 is to be used in order to assure that emergency shelter and food, clothing and rehabilitative services will be provided to the homeless 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, 2011** and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City. Subrecipient shall comply with the requirements of 24 CFR 570.503(b) (8) and/or any Assignment of Proceeds and Grant of Lien, at the City’s sole discretion. Time is of the essence in the Agreement.



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

**THIS AGREEMENT** made and entered into on this 14th day of September, 2011, by and between the **CITY OF CONWAY**, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as “City ”), and **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 \$8,700 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, 2011 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City. Subrecipient shall comply with the requirements of 24 CRF 570.503(b) (8) and/or any Assignment of Proceeds and Grant of Lien, at the City’s sole discretion. Time is of the essence in the Agreement.
3. **Compensation:** The Subrecipient shall be paid a total consideration of **\$8,700** 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  
2011 GRANT CONTRACT AGREEMENT**

**THIS AGREEMENT** made and entered into on this 14th day of September 2011, by and between the **CITY OF CONWAY**, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as “City ”), and 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 \$9,665 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, 2011 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City. Subrecipient shall comply with the requirements of 24 CRF 570.503(b) (8) and/or any Assignment of Proceeds and Grant of Lien, at the City’s sole discretion. Time is of the essence in the Agreement.
3. **Compensation:** The Subrecipient shall be paid a total consideration of **\$9,665** 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  
2011 GRANT CONTRACT AGREEMENT**

**THIS AGREEMENT** made and entered into on this 14th day of September 2011, by and between the **CITY OF CONWAY**, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as “City ”), and 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 \$19,330 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, 2011 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City. Subrecipient shall comply with the requirements of 24 CRF 570.503(b) (8) and/or any Assignment of Proceeds and Grant of Lien, at the City’s sole discretion. Time is of the essence in the Agreement.
3. **Compensation:** The Subrecipient shall be paid a total consideration of **\$19,330** 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  
2011 GRANT CONTRACT AGREEMENT**

**THIS AGREEMENT** made and entered into on this 14th day of September, 2011, by and between the **CITY OF CONWAY**, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as "City "), and 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 \$5,800 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, 2011 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City. Subrecipient shall comply with the requirements of 24 CRF 570.503(b) (8) and/or any Assignment of Proceeds and Grant of Lien, at the City's sole discretion. Time is of the essence in the Agreement.
3. **Compensation:** The Subrecipient shall be paid a total consideration of **\$5,800** 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 BETHLEHEM HOUSE  
2011 GRANT CONTRACT AGREEMENT**

**THIS AGREEMENT** made and entered into on this 14th day of September, 2011, by and between the **CITY OF CONWAY**, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as “City ”), and Bethlehem House 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 \$14,490. 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 \$14,490 is to be used in order to assure that emergency shelter and food, clothing and rehabilitative services will be provided to the homeless 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, 2011** and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City. Subrecipient shall comply with the requirements of 24 CRF 570.503(b) (8) and/or any Assignment of Proceeds and Grant of Lien, at the City’s sole discretion. Time is of the essence in the Agreement.

3. **Compensation:** The Subrecipient shall be paid a total consideration of **\$14,490** for full performance of the services specified under this Agreement. Compensation shall be allowed on a reimbursement basis, only after expenditures have been incurred by the Subrecipient in conformity with the approved and executed budget document, which is attached to this Contract as Appendix C, incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

6. **Assignment** Without written consent of the City, this Agreement is not assignable by the Subrecipient, either in whole or part.
7. **Alteration** No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

8. **General Terms and Conditions**

- A. The Subrecipient agrees to submit program status reports to the City on at least an annual basis or more frequently if requested and other reports as may be required.
- B. The Subrecipient agrees to maintain racial, ethnic, gender, head of household, household income, and household size data showing the extent to which these categories of persons have participated in, or benefited from the project, and to submit this information to the City within 30 days of the request form the City.
- C. The Subrecipient agrees to keep all necessary books and records, including property, personnel, and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. The Subrecipient will also keep a separate checking account to be used for CDBG funds only and to keep out of the general working accounts of the Subrecipient. If the Subrecipient received between \$5,580 and \$100,000 in combined federal assistance during its fiscal year, it agrees to obtain either an audit conducted in accordance with OBM Circular A-133 or a program-specific financial audit. If the Subrecipient receives \$100,000 or more in combined federal assistance, it agrees to obtain either (1) an audit conducted in accordance with OMB circular A-133, or (2) if it participates in only one federal program, a program-specific financial audit.
- D. The Subrecipient agrees that the City or any authorized representative has access to and the right to examine all records, books, papers, or documents related to the project.
- E. The Subrecipient hereby severally warrants that all project records, books, papers and documents will be retained for a period of not less than four (4) years after the project terminates and grants the City the option of retention of the project records, books, papers and documents.
- F. The Subrecipient agrees to obtain all necessary permits for intended improvements or activities.
- G. The Subrecipient agrees to purchase necessary flood insurance if its project is located in a flood hazard area and the nature of the project requires such insurance.
- H. The Subrecipient, if its program involves housing, agrees to affirmatively further fair housing.
- I. The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the

- J. The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter this Agreement on behalf of said Subrecipient and to bind the same to this Agreement, and, further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.
- K. The City shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the Subrecipient, its staff or clientele; and the Subrecipient hereby agrees to defend, hold harmless and indemnify the City from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release the Subrecipient from any obligations under this Contract.
- L. The Subrecipient hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operation, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (C\29 USC 794) (and the implementing regulations of 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the City from and against any and all liability for any noncompliance on the part of the Subrecipient.
- M. Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any employee of the Subrecipient by virtue of this contract be an employee of the City for any purpose whatsoever, nor shall any employee of the Subrecipient be entitled to any of the rights, privileges, or benefits of City employees. The Subrecipient shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. The Subrecipient assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.
- N. The Subrecipient agrees to participate in training to become informed about the regulations governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.
- O. The City of Conway's obligation is limited to Subrecipient receipt of Federal Funds from Housing and Urban Development and Community Development Block Grant funds.
- P. The City of Conway may charge fees/assessments to beneficiary who are not Low to Moderate Income individuals and families



- Q. City of Conway may assess property owners for City of Conway costs of project, which was constructed in part with CDBG funds-for portion paid with non-CDBG funds.
- R. The Subrecipient will deposit all CDBG funds in a separate bank account, maintain bank account, and maintain all receipts and documentation and these accounts are subject to outside audits.

9. **Special Terms and Conditions:**

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

10. **Other Provisions:**

A. Equal Employment Opportunity

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

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

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

invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.

- (7) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event an Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient may request the United States to ensure into such litigation to protect the interests of the United States.

B. Equal Opportunity in Participation

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

Specific (not exclusive) Discriminatory Actions Prohibited:

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

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

- f. Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.
- C. Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

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

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

- D. Nondiscrimination in Federally Assisted Programs.

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

- E. Labor Standards.

Except with respect to the rehabilitation of residential property designed for residential use for less than eight households, the Subrecipient and all subcontractors engaged in contracts in excess of \$2,000 for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the Subrecipient is required to pay all laborers and mechanics employed on construction work at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC

327-332), and the Subrecipient shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland “Anti-Kickback” Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher rates.

F. Flood Disaster Protection.

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

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

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

H. Provision of the Hatch Act.

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

I. Lead-Based Paint.

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

J. Special Assessments.

Subrecipient will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources

other than under Title I of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1).

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

Subrecipient will comply with the “Count of Conway Community Development Block Grant Program Plan for Minimizing the Displacement of Persons As a Result of Community Development Block Grant Funded Activities” and the “City of Conway Community Development Block Grant Program Residential Antidisplacement and Relocation Assistance Plan.” Subrecipient will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104 (d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix B or Appendix C, Subrecipient will not cause either temporary or permanent involuntary displacement of persons or businesses. If Subrecipient causes the involuntary temporary or permanent displacement of any person or business as a result of Community Development Block Grant activities, it shall comply with the City’s “Plan to Assist Persons Actually Displaced by Community Development Block Grant Activities,” and Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

L. Lobbying Restrictions

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

It will require that the language of this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under

grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

M. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the applicable of either party the contract shall forthwith be physically amended to make such insertion or correction.

**IN WITNESS WHEREOF, the parties hereto have executed this contract.**

**CITY OF CONWAY**

**Bethlehem House of Central Arkansas**

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

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

**Bethlehem House of Central Arkansas ATTEST:**

\_\_\_\_\_  
Michael T. Ford Date  
Board President

\_\_\_\_\_  
Michael Garrett Date  
City Clerk

**Master Form**  
**Approved As to Form:**  
**Date Approved:** \_\_\_\_\_

\_\_\_\_\_  
Michael Murphy  
City Attorney

## APPENDIX A

### A. DESCRIPTION OF PROJECT

The project is for a third shift staff person and all funds in the amount of **\$14,490** are to be used for salary to provide staffing to help with the homeless client needs at homeless shelter (Bethlehem House) which is located at 930 Faulkner Street in the City of Conway. This shelter is to be used for the citizens of Conway whom are without housing. This grant of **\$14,490** is to be used in order to assure that emergency shelter and food, clothing and rehabilitative services will be provided to the citizens of Conway.

### B. GOALS, OBJECTIVES AND TASKS

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

### C. BUDGET

CDBG grant income	\$14,490
Total Project Cost	\$23,360

### D. ASSIGNMENT OF PROCEEDS AND GRANT OF FIRST LIEN BY “SUBRECIPIENT” TO THE CITY OF CONWAY FROM POSSIBLE FUTURE SALES

Grantee, SUBRECIPIENT, hereby assigns to CITY OF CONWAY, FAULKNER COUNTY, STATE OF ARKANSAS (“City”) any and all proceeds from future sale or alienation, as herein described, of the property and any improvements described in Exhibit “A” attached hereto and made a part hereof (“the Premises”). The terms and conditions of said assignment are set forth herein and the Undersigned, Grantee of the City’s Community Development Block Grant Program, understands, and acknowledges that:

1. The City of Conway has received a Block Grant from the United States Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, as amended, providing for the implementation of a Community Development Program.
2. Total development cost of the project is **\$23,360.00**
3. The City of Conway has utilized a portion of its Block Grant to enable Grantee to locate and purchase property with the location to be listed in an addendum to this agreement, more particularly described in Exhibit A. The total Block Grant funding for the project is **\$14,490**.
4. 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.
5. 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.

6. The Block Grant funds available to and/or allocated by the City constitute a valuable community resource. In the event Block Grant funds previously allocated for a particular purpose are not or cannot be utilized for such purpose, it is necessary, proper and in the public interest for such funds to revert to the City of Conway as Implementer of the Community Development Block Grant Program so that such funds may be reallocated for another purpose.
6. In the event CDBG funds are used in whole or in part to purchase or construct, acquire, or for other eligible activities, no funds will be released until the entire project is determined by the City of Conway to be feasible and otherwise conforms to all federal regulations.
7. As a condition of receiving funds for the purchase of property, rehabilitation, or construction of housing or community service facility, the City of Conway will have a lien against the property for a minimum of 10 years. Said lien shall be exercised and enforced if the property is no longer used for its intended purpose during the effective dates of said lien. The lien will be prorated over the number of years it is to be held and in effect. For example if the lien is for ten years and the property has been used for its intended purpose for only six years, the city shall be reimbursed for 40% of the initial grant for the remaining period of time. Grantee agrees to execute any and all documents and agreements necessary for the City of Conway to perfect its lien as agreed herein. Grantee acknowledges that in the event the property is not used for its intended purposes during the term of the lien and if reimbursement is not made as set out above, the City of Conway may exercise and enforce its lien and the premises may be sold, with the proceeds of such a sale to be used to satisfy the lien.

#### **E. PAYMENT PLAN**

Grant funds will be made available on a reimbursement basis. In the event that the organization does not have sufficient funds for an eligible expense, the City of Conway may release such funds in order to pay the cost of the eligible expenditure. Receipts, invoices, and other documentation and certifications that expenditures are eligible under contract will accompany all expenditures or reimbursement requests. Without prior written agreement by City of Conway, all subrecipients' funds not expended by the end of the contract period will be reallocated by the City of Conway.

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

#### **F. REPORTING**

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

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

1. In the event that Grantee ceases for any reason, voluntary or involuntary, to use the Premises for purposes eligible as of this date under paragraphs C and D above, Grantee or its successor in interest shall pay to the City, as Implementer of the Community Development Block Grant Program, the fair market value of the Premises as of the time of such cessation. The City shall have a lien for such sums. Said payment shall be made in the same manner as set out in paragraph (D) (7) above.
2. In the event Grantee's ownership of the Premises is terminated by a foreclosure sale, judicial foreclosure, or deed in lieu of foreclosure, the City's interest at fair market value shall be paid from foreclosure proceeds, to the extent available, to the City as Implementer of the Community Development Block Grant Program. While not required to do so, the City shall have the right to intervene in any such action and have such proceeds paid directly to it.
3. Either party may have this Assignment recorded in the Records of the Circuit Clerk such recording to constitute a lien on the Premises, for the percentage as set forth herein.
4. This Agreement shall be terminated upon payment in full of the debt, which is defined as the prorated share of the based on the proportion of original grant, fair market value of the Premises. This Agreement shall have no force or effect if terminated by operation of law or by foreclosure, as limited by paragraph 4 above.

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

Executed by Grantee this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**ATTEST:**

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



CITY OF CONWAY

*Community Development*

# Memo:

**To:** Mayor Tab Townsell  
**CC:** City Council Members  
**From:** Lauralee Wilcox McCool  
**Date:** September 7, 2011  
**Re:** RFQ Consideration

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On Sept. 7, 2011, Requests for Qualifications were published for environmental assessments related to the Boys and Girls Club and Bethlehem House Project. In addition, RFQs were sent to the following Environmental Professionals as certified by ADEQ:

- Emtec Consulting, Little Rock
- Environmental Enterprise Group, Russellville
- Impact Environmental, Inc, Conway

A Phase 1 Environmental Assessment must be completed on both projects. The parameters of a Phase 1 are determined by the EPA.

On September 13<sup>th</sup>, 2011 at 10 a.m., proposals will be opened at City Hall.

Recommendations will be made at city council on Tuesday, September 13<sup>th</sup>, 2011.

Please contact me if you have any questions.



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



## Memo:

**To:** Mayor Tab Townsell  
**CC:** City Council Members

**From:** B. Finley Vinson III, Traffic Engineer  
**Date:** September 8, 2011  
**Re:** Traffic Signal Construction – Donaghey Avenue & Lee Street

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Bids were received at 10:00 a.m. Thursday September 8, 2011 for the above referenced project. The project involves reinstalling the signal poles that were removed during the intersection improvements and relocating the control cabinet.

Desoto County Electric	\$36,735.01
All Service Electric	\$32,997.50

I recommend award of this project to the low bidder, All Service Electric, in the amount of \$32,997.50

Funding for this project would utilize the Street & Engineering Department Funds reserved for the Donaghey Avenue improvements.

Please advise if you have any questions or need additional information.



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

**AN ORDINANCE ACCEPTING GRANT PROCEEDS AND APPROPRIATING FUNDS FOR THE NEW CONWAY MUNICIPAL AIRPORT, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES:**

**WHEREAS**, the Federal Aviation Administration (“FAA”) has awarded grant funds (Grant 3-05-0089-004-2011) for the development of the new Conway municipal airport to the City of Conway, which will be met with a match of state funds from the Arkansas Aeronautics Department (“AAD”) in the total amount of \$3,915,900 for 2011;

**WHEREAS**, the FAA funding will reimburse 95% of the related costs and the AAD funding will cover 5% of the related costs related to the development of the new airport;

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

**SECTION 1.** The City of Conway shall accept grant proceeds from the FAA of \$3,720,105 as Airport Grant Fund revenue (303.000.4200) and appropriate said funds into the Airport Grant Fund Construction in Progress account (303.000.5990) for the year 2011.

**SECTION 2.** The City of Conway shall authorize the Mayor to apply for a \$199,295 Grant from the ADA upon completion of the project and closing of the FAA Grant for the purpose of making improvements for the new Conway municipal airport. This amount should be receipted into Airport Grant Fund revenue (303.000.4201) and placed into the Airport Grant Fund Construction in progress account (303.000.5990) for the year 2011.

**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.

**SECTION 4.** All ordinances in conflict herewith are repealed to the extent of the conflict.

**PASSED this 13<sup>th</sup> day of September, 2011.**

**Approved:**

**Attest:**

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

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

**MEMORANDUM**

TO: MAYOR TAB TOWNSELL

FROM: RONNIE HALL, P.E.  
CITY ENGINEER

DATE: September 1, 2011

REFERENCE: Relocated Conway Airport (Lollie Bottoms)  
Grading and Drainage Construction

Bids were received on May 27, 2011 for two options for the Stage 1B – Grading and Drainage Construction for the Relocated Conway Airport.

Schedule 1 of the bids received included the remaining earthwork and drainage required for the entire initial airport development, including runway (5,500'), taxiway, hanger area and aprons as well as terminal area building and apron.

Schedule 2 of the bids included only the earthwork and drainage for the remainder of the runway and related safety areas.

The bids are summarized as follows and detailed on the attached Bid Tabulation.

	Schedule 1 (Complete Initial Dev.)	Schedule 2 (Complete Runway Only)
*TL Wallace	\$2,359,826.45	\$2,013,031.90
Paladino Construction	\$3,440,215.70	\$2,431,193.00
A & B Dirt Movers	\$3,555,477.50	\$2,523,788.75
Toltec, Inc.	\$3,615,123.23	\$2,619,425.07
Paladino-Nash	\$3,865,911.25	\$2,736,594.55
Hill Brothers	\$4,472,744.50	\$2,736,594.55
Chancellor & Son	\$8,007,980.50	\$4,367,252.00
Redstone Construction	\$8,238,404.80	\$5,757,840.50
McGeorge Contracting	\$10,000,584.47	\$7,484,213.13
Engineers Estimate	\$3,800,000.00	\$2,750,000.00

As you may recall, the city council at its June 14, 2011 meeting approved a request by TL Wallace to withdraw his bid because of a gross error, leaving Paladino Construction as the low bidder.

With the FAA's grant offer being sufficient to fund the Schedule I bid listed above, I recommend award of the Stage 1B- Grading and Drainage Contract to Paladino Construction in the amount of \$3,440,215.70 subject to concurrence by FAA in the award.

This project is funded by a 95% FAA Grant with the remaining 5% reimbursable from the Arkansas State Aeronautics Department.

**MEMORANDUM**

TO: MAYOR TAB TOWNSELL

FROM: RONNIE HALL, P.E.

DATE: September 7, 2011

REFERENCE: Material Testing Contract  
Lollie Bottoms Airport  
Stage 1B – Grading and Drainage Construction

I have attached a proposed material testing contract from Thomas & Associates, Inc. for the Stage 1B - Earthwork & Drainage construction project for the Relocated Conway Airport in the Lollie Bottoms. Thomas was included as part of the Garver Team during the consultant selection process. This firm is recommended by our consultant, Garver, to continue work on the airport project. This firm is also a DBE firm thus fulfilling some of our project DBE goals. As shown the estimated cost of this work is \$55,260.00. The charges will be based on the actual testing work performed multiplied by the unit prices in the contract.

I am requesting approval of this contract.

This contract amount will be reimbursed 95% from the 2010 FAA Grant and 5% from a State Aeronautic Department Grant.

## CONTRACT

THIS AGREEMENT Made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Conway, Arkansas, acting through its duly authorized representatives, party of the first part, hereinafter called the "OWNER", and:

**Thomas & Associates, Inc.**

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party of the second part, hereinafter called "TESTING FIRM".

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

That for and in consideration of the payment hereinafter mentioned, to be made and performed by the OWNER, the TESTING FIRM hereby agrees with the OWNER to commence and complete the construction materials testing for the project "Stage 1B – Grading and Drainage Construction" at Conway Municipal Airport.

The TESTING FIRM, having examined the Technical Specifications, hereby agrees to furnish all tools, appliances, equipment and specified materials, and perform all necessary labor for "Construction Materials Quality Control Testing" for the project "Stage 1B – Grading and Drainage Construction" at Conway Municipal Airport, in strict accordance with the Technical Specifications at and for the unit prices agreed to herein.

The numbers of tests shown on the Unit Price Schedules are estimated. The actual number of tests performed will be determined by the Engineer. Some tests may not be performed. The quantity of tests to be paid for will be the actual number of tests performed in accordance with the Technical Specifications and accepted by the Engineer.

The TESTING FIRM agrees to perform the work in accordance with the Technical Specifications and all provisions attached hereto and made a part hereof as though copied in full herein, for and at the prices agreed upon herein.

During the performance of this contract, the TESTING FIRM, for itself, its assignees and successors in interest, agrees as follows:

1. The FAA, Airport Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of the TESTING FIRM which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcription. The TESTING FIRM shall maintain all required records for 3 years after the Airport Owner makes final payment and all other pending matters are closed.
2. Compliance with Regulations. The TESTING FIRM shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the



Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

3. Nondiscrimination. The TESTING FIRM, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The TESTING FIRM shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
4. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the TESTING FIRM for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the TESTING FIRM of the TESTING FIRM's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
5. Information and Reports. The TESTING FIRM shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Airport Owner or the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a TESTING FIRM is in the exclusive possession of another who fails or refuses to furnish this information, the TESTING FIRM shall so certify to the Engineer, Airport Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
6. Sanctions for Noncompliance. In the event of the TESTING FIRM's noncompliance with the nondiscrimination provisions of this contract, the Engineer shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  - 6.A withholding of payments to the TESTING FIRM under the contract until the TESTING FIRM complies, and/or:
  - 6.B cancellation, termination, or suspension of the contract, in whole or in part.
7. Incorporation of Provisions. The TESTING FIRM shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The TESTING FIRM shall take such action with respect to any subcontract or procurement as the Engineer, Airport Owner or the FAA may direct as a means of

enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event TESTING FIRM becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the TESTING FIRM may request the Engineer to enter into such litigation to protect the interests of the Engineer, and in addition, the TESTING FIRM may request the Airport Owner to enter into such litigation to protect the interests of the Owner and, in addition, the TESTING FIRM may request the United States to enter into such litigation to protect the interests of the United States.

8. Disadvantaged Business Enterprise Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.
9. DBE Obligation. The TESTING FIRM agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all TESTING FIRMS shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. TESTING FIRM shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

The OWNER agrees to pay, and the TESTING FIRM agrees to accept, as full and final compensation for all work done under this agreement, the price agreed upon herein, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.

For the consideration above expressed, the TESTING FIRM agrees to perform the work in a timely matter during the construction of the project.

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original on the day and year first above written.

**CITY OF CONWAY, ARKANSAS**

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_  
(Party of the First Part)

Title \_\_\_\_\_

**THOMAS & ASSOCIATES, INC.**

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_  
(Party of the Second Part)

Title \_\_\_\_\_

SEAL (If a Corporation)

**CONWAY MUNICIPAL AIRPORT  
 STAGE 1B - GRADING AND DRAINAGE - SCHEDULE 1  
 CONSTRUCTION MATERIALS TESTING  
 UNIT PRICES**

ITEM NO.	SPEC. NO.	TEST NAME	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	P-152	Classification of Soils (USCS)	EA	20	\$ 57.50	\$ 1,150.00
2	P-152	Liquid Limit, Plastic Limit, & Plasticity Index	EA	20	\$ 46.00	\$ 920.00
3	P-152	Lab Compaction Characteristics (Standard ASTM D 698)	EA	20	\$ 161.00	\$ 3,220.00
4	P-152	Density of Soil In-Place (Nuclear Method ASTM D 6938)	EA	950	\$ 32.00	\$ 30,400.00
5	N/A	* Technician	HR	325	\$ 30.00	\$ 9,750.00
6	N/A	* Mobilization	EA	70	\$ 130.00	\$ 9,100.00
7	N/A	Per Diem	EA	8	\$ 90.00	\$ 720.00
<b>Estimated Materials Testing Cost</b>						<b>\$ 55,260.00</b>

**\* NOTE:**

1 Mobilization shall include all charges, including labor hours, required for mobilization to the site. Technician time shall consist of only the time the testing personnel is on the project site.

**MEMORANDUM**

TO: MAYOR TAB TOWNSELL

FROM: RONNIE HALL, P.E.

DATE: September 2, 2011

REFERENCE: Garver Engineering Contract  
Lollie Bottoms Airport  
Stage 1B – Grading and Drainage Construction

The 2011 FAA Grant for New Conway Airport Construction included funding for the following:

1. Administrative Cost (Legal Ads, shipping, etc.)	\$23,684.35
2. Engineering - Independent Fee Analysis	\$4,500.00
3. Engineering - Project Support Services	\$28,000.00
4. Engineering - Construction Inspection	\$235,000.00
5. Engineering - Construction Administration	\$30,000.00
6. Engineering - Design Phase for Paving Phase	\$98,000.00
7. Construction Material Testing	\$60,000.00
8. Airport Construction - Lollie Road Relocation	\$460,000.00
9. Airport Construction - Complete Earthwork & Drainage	<u>\$3,440,216.00</u>
TOTAL	<u>\$3,919,400.00</u>

Garver has submitted a contract to provide the engineering services for items 3, 4, 5 & 6 above. In addition to the project and construction management services, the proposed contract includes the design engineering services required to develop a set of construction plans and specification to fit the anticipated 2012 FAA funding for the pavement construction.

As shown in the contract, the charges for the construction inspection and related work will be a cost plus a fixed fee type contract. In this type contract the engineering charges are based on the time Garver personnel work on this project plus a fixed fee. The design fee for the next phase of construction is a lump sum amount for the work required to assemble the plans and specification for the next construction phase. The amount of the contract is as follows:

Project Support Services:	FAA reporting, prepare grant applications and Request for reimbursements & provide DBE reporting	\$28,000
Construction Observation Services:	Provide full time resident construction observation to confirm the contractor's work conforms to plans & specs, document project quantities of work.	\$235,000
Construction Administration	Provide construction management plan for FAA, manage and coordinate meeting with contractor, and manage material review and approval	\$30,000
Design Engineering	Prepare specific plans & specifications for Paving phase to conform to 2012 grant funding amount	<u>\$98,000</u>
	TOTAL	<u>\$391,000</u>

This contract amount will be reimbursed 95% from the 2011 FAA Grant and 5% from a State Grant.

As required by FAA, an independent fee analysis was prepared by Kutchins & Groh Consultants. Kutchins & Groh arrived at an estimated total fee of \$443,274.27 for the work included in the Garver Scope of Work.

I am requesting approval of this contract subject to concurrence in the approval by the FAA.

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
CITY OF CONWAY, ARKANSAS  
CONWAY, ARKANSAS  
Project No. 1101-1500**

This is an agreement made as of \_\_\_\_\_, 20\_\_\_\_, between the **City of Conway, Arkansas**, hereinafter called "Owner" and/or "City" and **Garver, LLC**, hereinafter called the "Engineer".

The Owner intends to make the following improvements:

***NEW CONWAY MUNICIPAL AIRPORT – PHASE 3***

- **2011 Project Support Services**
- **Stage 1B Grading and Drainage Bidding and Construction Observation Services**
- **Stage 1B Grading and Drainage Construction Administration Services**
- **Stage 2A Paving Design Services**

The Engineer will provide engineering services related to these improvements as described herein. Project improvements shall be in accordance with planning for the project, and applications for Federal Funds prepared by the Engineer.

The Owner and the Engineer in consideration of the mutual covenants in this contract agree in respect of the performance of professional engineering and surveying services by the Engineer and the payment for those services by the Owner as set forth below. Execution of the agreement by the Engineer and the Owner constitutes the Owner's written authorization to the Engineer to proceed on the date first above written with the services described herein.

**SECTION 1 - EMPLOYMENT OF THE ENGINEER**

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional engineering services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and the Federal Aviation Administration, in accordance with regulations and procedures established for Federal Aid Projects. The Engineer will coordinate his services with the Owner, the FAA, and others required in the accomplishment of the work, and the standards of skill and care ordinarily used by members of the Engineer's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay the Engineer compensation as stated in the sections to follow. All of the engineering services included in this agreement will be supplied by the Engineer's personnel or personnel under subcontract to the Engineer. Subconsultant agreements are subject to approval by the Owner.

**SECTION 2 - SCOPE OF SERVICES**

The Engineer's scope of services is described in attached Appendix A.

**SECTION 3 - PAYMENT**

For the work described under SECTION 2 - SCOPE OF SERVICES, the Owner will pay the Engineer

as outlined in the below table. The Owner intends to pay the Engineer from FAA AIP Grant No. 3-05-0089-004-2011 and represents that funds will be available to pay the Engineer from FAA AIP Grant No. 3-05-0089-004-2011, or funds will be borrowed from another source as necessary to pay the Engineer.

<b>WORK DESCRIPTION</b>	<b>FEE AMOUNT</b>	<b>FEE TYPE</b>
2011 Project Support Services	\$28,000	Cost Plus Fixed Fee
Stage 1B Grading and Drainage Bidding and Construction Observation Services	\$235,000	Cost Plus Fixed Fee
Stage 1B Construction Administration Services	\$30,000	Lump Sum
Stage 2A Paving Design Services	\$98,000	Lump Sum
<b>TOTAL FEE</b>	<b>\$391,000</b>	

For the Cost Plus Fixed Fee services, tabulated above, the Owner will pay the Engineer, for time spent on the project, at the unburdened hourly payroll rate of each of the Engineer's personnel during the performance of these services for work time directly connected with the project, plus payroll and general overhead costs of 195% of the unburdened hourly rate, plus direct reimbursable expenses normal and necessary for the completion of the project, plus a fixed fee of \$31,137.74. The estimated cost of **2011 Project Support Services** and **Stage 1B Grading and Drainage Bidding and Construction Observation Services** including the fixed fee is \$263,000. The actual total fee may exceed this estimate. For informational purposes, a breakdown of the Engineer's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

Expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

1. Direct cost for travel, subcontracts, consulting fees, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
3. The amount allowed by the federal government for mileage.

For **Stage 2A Paving Design Services** and **Stage 1B Construction Administration Services**, the Owner agrees to pay the Engineer on a Lump Sum basis as tabulated above. The lump sum amount to be paid under this agreement is \$128,000. For informational purposes, a breakdown of the Engineer's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

The Owner will pay the Engineer on a monthly basis, based upon statements submitted by the Engineer to the Owner indicating the estimated proportion of the amount of work accomplished. The Engineer will be paid within 30 days from the date the Owner is reimbursed by the FAA.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay the Engineer, for time spent on the project, at the rates shown in Appendix B, Stage 1B Grading and Drainage Design Services, for each classification of the Engineer's personnel plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.



## **SECTION 4 - OWNER'S RESPONSIBILITIES**

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by the Engineer and informing the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
2. Making provision for the employees of the Engineer to enter public and private lands as required for the Engineer to perform necessary preliminary surveys and other investigations.
3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this contract, except as otherwise described in Section 2 – Scope of Services.
4. Furnishing the Engineer such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
5. Paying all plan review and advertising costs in connection with the project.
6. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
7. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
8. Giving prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter the Engineer's performance under this Agreement.
9. Owner will not hire any of the Engineer's employees during performance of this contract and for a period of one year beyond completion of this contract.

## **SECTION 5 – MISCELLANEOUS**

### **5.1 Instruments of Service**

The Engineer's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, the Engineer will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

The Engineer's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and the Engineer's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner. The Engineer retains ownership of the printed hard copy drawings and specifications and the electronic media. The

Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of the Engineer, shall be without liability to the Engineer and the Engineer's consultants. The Owner shall indemnify, defend, save harmless the Engineer, the Engineer's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of the Engineer.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that the Owner shall indemnify, defend, save harmless the Engineer, the Engineer's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.

## **5.2 Opinions of Cost**

Since the Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the Engineer's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of the Engineer's experience and qualifications and represent the Engineer's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Engineer cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by the Engineer.

The Owner understands that the construction cost estimates developed by the Engineer do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, the Engineer will not be required to re-design the project without additional compensation.

## **5.3 Underground Utilities**

The Engineer will provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. However, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, the Engineer cannot be responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes.

## **5.4 Insurance**

The Engineer currently has in force, and agrees to maintain in force for the life of this Contract, the following schedule of insurance:

Workmen's Compensation	Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Injury)	\$500,000.00

General Liability (Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability	\$2,000,000.00

## 5.5 Records

The FAA, Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcription. The Engineer shall maintain all required records for 3 years after the Owner makes final payment and all other pending matters are closed.

After completion of the Project, and prior to final payment, the Engineer shall deliver to the Owner all original documentation prepared under this Contract, and one (1) set of the record drawing Construction Plans updated to reflect changes. One (1) set of the record drawing Construction Plans will also be delivered to the FAA Airport Region Office. In the event the Owner does not have proper storage facilities for the protection of the original Drawings, the Owner may request the Engineer to retain the Drawings with the provision that they will be made available upon written request.

## 5.6 Indemnity Provision

Subject to the limitation on liability set forth in Section 5.7, the Engineer agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Engineer, its subconsultants, or any other party for whom the Engineer is legally liable, in the performance of their professional services under this contract.

The Owner agrees to indemnify the Engineer for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Owner, its agents, or any other party for whom the Owner is legally liable, in the performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the Engineer and the Owner, they shall be borne by each party in proportion to its own negligence.

## 5.7 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and the Engineer, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Engineer and his or her subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of the Engineer and his or her subconsultants to all those named shall not exceed \$391,000, or the Engineer's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, and breach of contractor warranty.

## **5.8 Mediation**

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

The Owner and the Engineer further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

## **SECTION 6 - CONTROL OF SERVICES**

This is an Arkansas Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and Engineer, the matter shall be resolved in accordance with the Laws of the State of Arkansas.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to the Engineer. If this Agreement is so terminated, the Engineer shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, the Engineer may be required to furnish an accounting of all costs.

## **SECTION 7 - SUCCESSORS AND ASSIGNS**

The Owner and the Engineer each bind himself and his successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Owner nor the Engineer shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

## **SECTION 8 – APPENDICIES AND EXHIBITS**

- 8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
  - 8.1.1 Appendix A - Scope of Services
  - 8.1.2 Appendix B - Fee Summary
  - 8.1.3 Appendix C - “Certification of Engineer”.
  - 8.1.4 Appendix D - “Mandatory Federal Contract Provisions For Professional Services Contracts”.
  
- 8.2 This Agreement (consisting of pages 1 to 7, inclusive) together with the appendices and exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said appendices and exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN TESTIMONY OF WHICH, this instrument has been executed on behalf of the above named Engineer, and has been executed on behalf of the Owner, in two (2) counterparts, each of equal force, on the day and year first above written.

OWNER

ENGINEER

**CITY OF CONWAY, ARKANSAS**

**GARVER, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

## **APPENDIX A – SCOPE OF SERVICES**

### **1.1 General**

Generally, the scope of services includes bidding, construction administration, and construction observation services for the Stage 1B – Grading and Drainage project that will begin in the summer of 2011. Additional services include final design services for the Stage 2A – Paving Construction project to be constructed in FY2012. Stage 2A Paving will include paving for Runway 5/23.

### **1.2 2011 Project Support Services**

The Engineer will provide support services to airport representatives to include meetings, exhibit development and presentation, federal and state funding application preparation, cost estimating, DBE Goal updates and accomplishment reporting, and coordination of other miscellaneous items as requested by airport representatives for the 2011 Fiscal Year.

### **1.3 Bidding Services**

The Engineer will assist the Owner in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued and receive and process deposits for Bidding Documents. The Owner will pay advertising costs outside of this contract. The Engineer will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. The Engineer will consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. The Engineer will consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents. The Engineer will attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. The Engineer will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FAA.

### **1.4 Construction Administration Services**

During the construction phase of work, the Engineer will accomplish the following:

1. Support the owner's improvement plan by accomplishing preliminary planning, and/or engineering work as directed by the owner. The work shall include the preparation of opinions of costs, preliminary plans, and services required to support the owner's applications for funds.
2. Prior to issuing the Notice to Proceed letter, the Engineer will prepare a "Construction Management Plan" to be submitted to the Federal Aviation Administration (FAA) for approval. At a minimum, the plan shall list key construction personnel, qualifications of construction management personnel, and materials quality assurance information. The plan will be reviewed by the FAA project manager and must be approved along with the final plans and specifications for construction.
3. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.

4. Prepare for and attend utilities coordination meeting.
5. Attend progress/coordination meetings with the Owner/Contractor.
6. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by the Engineer on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. The Engineer's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, the Engineer shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
7. Consult with and advise the Owner during the construction period. The Engineer will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Engineer shall supply to Owner such periodic reports and information as may be required by the FAA.
8. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
9. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment. The Engineer's recommendation for payment shall not be a representation that the Engineer has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
10. Maintain a set of working drawings and prepare and furnish record drawings.
11. When authorized by the Owner, prepare change orders or supplemental agreements, as appropriate, for ordering changes in the work from that originally shown on the Plans and Specifications. If re-design or substantial engineering is required in the preparation of these documents, payment for extra services involved will be made in addition to the payment provided in basic engineering services.
12. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

### **1.5 Construction Observation Services**

Construction observation services will be provided by the Engineer's Resident Project Representative, who will provide or accomplish the following:

- Provide full-time resident construction observation services for the 300-calendar-day construction contract performance time for the Stage 1B –Grading and Drainage project. The proposed fee is based on approximately 8 hours per day, 6 days per week, during the construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the

observation, the Owner will pay the Engineer an additional fee agreed to by the Owner and the Engineer.

- Consult with and advise the Owner during the construction period.
- Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Owner. Coordinate with this firm to insure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit.
- Prepare requests for monthly and final payments to the Contractor.
- Provide information for preparation of record drawings of the completed project.
- Submit FAA Form 5370-1, Construction Progress and Inspection Report, or equivalent form to the appropriate FAA field office. The frequency of submittal shall be established at the preconstruction conference.
- Administer the construction management plan prepared by the engineer.
- Prepare a Construction Materials Quality Control Summary to be submitted weekly/monthly to the FAA. At a minimum, the summary shall include a list of all tests performed showing the date, location, pass or fail, results of retests, and whether or not the test is eligible or ineligible under the A.I.P. program. The Summary will include a certification that all testing was completed in accordance with the "Construction Management Plan."
- Assist the Owner in the observation of Contractor's operations for proper classification of workers, and review of Contractor's payrolls as necessary to determine compliance with the prevailing wage rates.

In performing construction observation services, the Engineer will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but the Engineer does not guarantee the performance of the Contractor(s), nor is the Engineer responsible for the actual supervision of construction operations. The Engineer does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction the Engineer observes that the Contractor's work does not comply with the construction contract documents, the Engineer will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. The Engineer will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, the Engineer will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

As a minimum, the Engineer or his qualified representative will visit the site of the work on the average of once during each fifteen (15) working days of the construction period. These visits should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when his presence is desirable. The Engineer or his qualified representative will be available at all times work is in progress for telephone contact by the construction observer. The Engineer shall direct, supervise, advise, and counsel the construction observer in the accomplishment of his duties.



## **1.6 Final Design**

The Engineer will prepare detailed construction drawings, specifications, instructions to bidders, general provisions and special provisions for Stage 2A Paving Construction, all based on guides furnished to the Engineer by the Owner and FAA and expected funding levels. Design will include up to four (4) schedules for the construction of ACHM or Portland Cement Concrete Pavement. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall be in accordance with sound engineering principles and shall be submitted to the FAA office from which approval must be obtained. Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by the Engineer from the FAA and the Arkansas Department of Labor for incorporation into the specifications for the proposed project.

The Engineer will submit to the FAA Airport's Regional Office advance copies of the plans and specifications and cost estimates for review. The Engineer will make any additions to respond to comments by the FAA, and when the documents have been approved, the Engineer will furnish plans to the FAA and to the Owner for bidding and coordination purposes.

## **1.7 Project Deliverables**

The following will be submitted to the Owner, or others as indicated, by the Engineer:

1. FAA Airport Improvement Program and Arkansas Department of Aeronautics Grant Applications.
2. One copy of the Final Design with opinion of probable construction cost.
3. Three copies of the Final Plans and Specifications to the Contractor.
4. One copy of the Construction Materials Quality Control Plan.
5. Monthly Invoices and required Requests for Reimbursements
6. One copy of approved shop drawings/submittals from the Contractor.
7. One hard copy set of Record Drawings.
8. Required Project Closeout Documents.
9. Electronic files as requested.

## **1.8 Extra Work**

The following items are not included under this agreement but will be considered as extra work:

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to ADEQ.
4. Construction materials testing.
5. Services after construction, such as warranty follow-up, operations support, etc.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and the Engineer.

## **1.9 Schedule**

The Engineer shall begin work immediately and complete the work on a mutually agreeable schedule.

**APPENDIX B**

**NEW CONWAY MUNICIPAL AIRPORT - PHASE 3**

**FEE SUMMARY**

<b>Engineering Services</b>	<b>Estimated Fees</b>
2011 PROJECT SUPPORT SERVICES	\$28,000.00
STAGE 1B BIDDING AND CONSTRUCTION OBSERVATION SERVICES	\$235,000.00
STAGE 1B CONSTRUCTION ADMINISTRATION SERVICES	\$30,000.00
STAGE 2A FINAL DESIGN SERVICES	\$98,000.00
<b>Total for Engineering Services</b>	<b>\$391,000.00</b>

**APPENDIX B**

**NEW CONWAY MUNICIPAL AIRPORT - PHASE 3**

**2011 PROJECT SUPPORT SERVICES**

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	X-2
	\$75.00	\$57.06	\$46.64	\$38.61	\$32.20	\$21.16
	hr	hr	hr	hr	hr	hr
<b>1. Civil Engineering</b>						
Owner Support and Coordination				72	16	4
Application/Funding Support				16	8	4
DBE Program/Goal Update				8	4	
Utility Coordination				16	10	
Miscellaneous Items Coordination				36	24	
<b>Subtotal - Civil Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>148</b>	<b>62</b>	<b>8</b>
<b>2. Structural Engineering</b>						
<b>Subtotal - Structural Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>3. Mechanical Engineering</b>						
<b>Subtotal - Mechanical Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>4. Electrical Engineering</b>						
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Hours</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>148</b>	<b>62</b>	<b>8</b>
<b>Salary Costs</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,714.28</b>	<b>\$1,996.40</b>	<b>\$169.28</b>

**SUBTOTAL - SALARIES: \$7,879.96**

**LABOR AND GENERAL ADMINISTRATIVE OVERHEAD \$15,365.92**

**PROFESSIONAL FEE \$3,486.88**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$223.94
Postage/Freight/Courier	\$180.35
Travel Costs	\$862.95

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$1,267.24**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$28,000.00**

**APPENDIX B**

**NEW CONWAY MUNICIPAL AIRPORT - PHASE 3**

**STAGE 1B BIDDING AND CONSTRUCTION OBSERVATION SERVICES**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	C-2	C-1	X-2
	\$57.06	\$46.64	\$38.61	\$32.20	\$34.18	\$24.86	\$21.16
	hr	hr	hr	hr	hr	hr	hr
<b>1. Civil Engineering</b>							
Bidding Services							
Dispense plans and specs to prospective bidders							
Addendums/Inquiries			4	4			
Bid Opening	4		4	4			
Prepare bid tabulation				1			2
Evaluate bids and recommend award			2	2			
Construction Observation Services							
Resident Construction Observation					815	1270	
Construction Materials Testing Coordination							
Materials Testing Coordination			8		16		
Prepare Document for FAA and ADA			12	4			
<b>Subtotal - Civil Engineering</b>	<b>4</b>	<b>0</b>	<b>30</b>	<b>15</b>	<b>831</b>	<b>1270</b>	<b>2</b>
<b>2. Structural Engineering</b>							
<b>Subtotal - Structural Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>3. Mechanical Engineering</b>							
<b>Subtotal - Mechanical Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>4. Electrical Engineering</b>							
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Hours</b>	<b>4</b>	<b>0</b>	<b>30</b>	<b>15</b>	<b>831</b>	<b>1270</b>	<b>2</b>
<b>Salary Costs</b>	<b>\$228.24</b>	<b>\$0.00</b>	<b>\$1,158.30</b>	<b>\$483.00</b>	<b>\$28,403.58</b>	<b>\$31,572.20</b>	<b>\$42.32</b>

**SUBTOTAL - SALARIES: \$61,887.64**

**LABOR AND GENERAL ADMINISTRATIVE OVERHEAD \$120,396.21**

**PROFESSIONAL FEE \$27,342.58**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$350.00
Communication	\$729.05
Postage/Freight/Courier	\$154.87
Construction Management Software	\$2,500.00
Travel Costs	\$21,639.65

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$25,373.57**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$235,000.00**

**APPENDIX B**

**NEW CONWAY MUNICIPAL AIRPORT - PHASE 3**

**STAGE 1B CONSTRUCTION ADMINISTRATION SERVICES**

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	T-2
	\$225.00	\$172.00	\$140.00	\$120.00	\$97.00	\$91.00
	hr	hr	hr	hr	hr	hr
<b>1. Civil Engineering</b>						
Grant Application/Support				16	4	
Prepare construction contracts					4	
Pre Construction Meeting		4		5	4	
Notice to Proceed						
Construction Contract Administration Services						
Prepare Materials Testing Contract				8	4	
Monthly Pay Requests				8	5	
Requests for Reimbursement				16	8	
Review Product Submittals				4	8	
Record Drawings				4	8	8
On-Site Meetings		8		48	48	
Project Close Out		4		8	16	
<b>Subtotal - Civil Engineering</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>117</b>	<b>109</b>	<b>8</b>
<b>2. Structural Engineering</b>						
<b>Subtotal - Structural Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>3. Mechanical Engineering</b>						
<b>Subtotal - Mechanical Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>4. Electrical Engineering</b>						
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Hours</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>117</b>	<b>109</b>	<b>8</b>
<b>Salary Costs</b>	<b>\$0.00</b>	<b>\$2,752.00</b>	<b>\$0.00</b>	<b>\$14,040.00</b>	<b>\$10,573.00</b>	<b>\$728.00</b>
<b>SUBTOTAL - SALARIES:</b>		<b>\$28,093.00</b>				
<b>DIRECT NON-LABOR EXPENSES</b>						
Document Printing/Reproduction/Assembly	\$481.00					
Postage/Freight/Courier	\$200.00					
Travel Costs	\$1,226.00					
<b>SUBTOTAL - DIRECT NON-LABOR EXPENSES:</b>		<b>\$1,907.00</b>				
<b>SUBTOTAL:</b>		<b>\$30,000.00</b>				
<b>SUBCONSULTANTS FEE:</b>		<b>\$0.00</b>				
<b>TOTAL FEE:</b>		<b>\$30,000.00</b>				

**APPENDIX B**

**NEW CONWAY MUNICIPAL AIRPORT - PHASE 3**

**STAGE 2A FINAL DESIGN SERVICES**

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	T-2
	\$225.00	\$172.00	\$140.00	\$120.00	\$97.00	\$91.00
	hr	hr	hr	hr	hr	hr
<b>1. Civil Engineering</b>						
Pavement Design/Options		4		16	32	
Construction Plans						
Project Layout Plan				4	8	16
Survey Control Plan				2	8	16
Typical Sections				16	16	48
Plan and Profile Sheets				60	84	96
Typical Details				16	24	88
Cross Sections				32	64	48
Coordination and Meetings with Owner				32	16	
Specifications/Contract Documents				32	40	
Quantities		1		8	16	
Opinion of Probable Construction Cost				4		
QC Review		8		8		
<b>Subtotal - Civil Engineering</b>	<b>0</b>	<b>13</b>	<b>0</b>	<b>230</b>	<b>308</b>	<b>312</b>
<b>2. Structural Engineering</b>						
<b>Subtotal - Structural Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>3. Mechanical Engineering</b>						
<b>Subtotal - Mechanical Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>4. Electrical Engineering</b>						
Power Utility Coordination						
Construction Plans						
Lighting Layout Plans		4			12	
Associated Details		4			12	
Technical Specifications		8			12	
Quantities		2			2	
Opinion of Probable Construction Cost		1			1	
QC Review		2				
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>21</b>	<b>0</b>	<b>0</b>	<b>39</b>	<b>0</b>
<b>Hours</b>	<b>0</b>	<b>34</b>	<b>0</b>	<b>230</b>	<b>347</b>	<b>312</b>
<b>Salary Costs</b>	<b>\$0.00</b>	<b>\$5,848.00</b>	<b>\$0.00</b>	<b>\$27,600.00</b>	<b>\$33,659.00</b>	<b>\$28,392.00</b>

**SUBTOTAL - SALARIES: \$96,603.00**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$400.00
Postage/Freight/Courier	\$125.00
Travel Costs	\$872.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$1,397.00**

**SUBTOTAL: \$98,000.00**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$98,000.00**

**APPENDIX C**

AIRPORT IMPROVEMENT AID PROJECT: 3-05-0089-004-2011  
STATE: Arkansas

**CERTIFICATION OF ENGINEER**

I hereby certify that I am \_\_\_\_\_ and duly authorized representative of the firm of GARVER, LLC, whose address is 4701 NORTSHORE DRIVE, NORTH LITTLE ROCK, ARKANSAS, 72118, and that neither I nor the above firm I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me of the above consultant) to solicit or secure this contract;

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both criminal and civil.

GARVER, LLC

By \_\_\_\_\_

DATE:

\_\_\_\_\_



## APPENDIX D

### MANDATORY FEDERAL CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

#### 1. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the Engineer, for itself, its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

- 1.1 Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 1.2 Nondiscrimination. The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 1.4 Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 1.5 Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  - 1.5.1. Withholding of payments to the Engineer under the contract until the

Engineer complies, and/or

1.5.2. Cancellation, termination, or suspension of the contract, in whole or in part.

- 1.6 Incorporation of Provisions. The Engineer shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

## 2. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Engineer assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

## 3. DISADVANTAGED BUSINESS ENTERPRISES

- 3.1 Contract Assurance (§26.13): The Engineer or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Engineer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 3.2 Prompt Payment (§26.29) The Engineer agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the Engineer receives from the Sponsor. The Engineer agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

## 4. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

No Federal appropriated funds shall be paid, by or on behalf of the Engineer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any

Federal grant.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Engineer shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

5. ACCESS TO RECORDS AND REPORTS

The Engineer shall maintain an acceptable cost accounting system. The Engineer agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

6. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Engineer or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7. RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

8. TRADE RESTRICTION CLAUSE

The Engineer or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- 8.1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- 8.2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- 8.3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Engineer or subcontractor who is unable to certify to the above. If the Engineer knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Engineer agrees that, if awarded a contract, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Engineer may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Engineer shall provide immediate written notice to the sponsor if the Engineer learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Engineer or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

## 9. TERMINATION OF CONTRACT

- 9.1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- 9.2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- 9.3. If the termination is due to failure to fulfill the Engineer's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Engineer shall be liable to the Sponsor for any additional

cost occasioned to the Sponsor thereby.

- 9.4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph (b) of this clause.
- 9.5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### 10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Engineer certifies, by submission of this contract or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Engineer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this contract.

September 6, 2011

Conway Corporation has been working with property owners to obtain easements for several projects to benefit the City of Conway as well as individual customers requesting Conway Corporation's services. These projects include: extending utilities to the Lollie Bottoms area; construction of the new Tupelo Bayou Wastewater Treatment Plant (TBWWTP); and replacing an aged sewer interceptor line, along Little Creek, to add needed capacity on the east side of town.

Four easements along Dave Ward Drive and one additional easement on Lollie Road are needed to extend water, electric and CATV lines to the Lollie Bottom's area. The utilities will serve portions of the 3,206 acre area annexed by the City in 2009 including the proposed airport and TBWWTP as well as residents along Lollie Road and Cooper Lane who have requested services. No condemnation of easements has been required to date, for these projects.

Two easements are for Sewer Improvement "B" along Little Creek and the Hendrix Branch of Little Creek in east Conway. The existing aged sewer interceptor line needs to be replaced for needed sewer capacity on the east side of town. Both of these easements are crossing unbuildable lots. Conway Corporation has been unable to find the owner of these two parcels at the NE corner of Stonebridge Subdivision. All other required easements on the Sewer Improvement "B" project have been obtained at our policy valuation, no condemnations have been required to date, for this project.

If Conway City Council approval is granted, for condemnation of these seven easements, at the September 13, 2011 meeting, Conway Corporation will continue to work with the property owners to acquire the easements through negotiation. Negotiations may continue up to and after Conway Corporation has been granted Right-Of-Entry by the Circuit Court.

Greg Dell  
Manager, Engineering and Planning  
Conway Corporation



1 inch = 600 feet



Legend

RIGHT OF WAY AND EASEMENT  
With Relinquishment Of Dower

DAVID SPATZ, TERRI HAAG AND  
DANIEL SPATZ

To

THE CITY OF CONWAY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That We, David Spatz, Terri Haag and Daniel Spatz (GRANTORS), for and in consideration of the sum of One Dollar, to us paid by the City of Conway, Arkansas, a City of the first class, (GRANTEE), cash in hand, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said GRANTEE, its successors and assigns, forever, a right of way and easement 20 feet wide on, over, across and under the following described lands, owned by us and situated in Faulkner County, Arkansas, to-wit:

Said 20 foot CATV, Electric and Water Easement shall be the North 20 feet on the following described property: Part of the SE ¼, Section 18, T5N, R14W, Faulkner County, Arkansas, more particularly described as commencing at the Southeast corner of said SE ¼ and run North 89 degrees 41 minutes 19 seconds West along the South line of said SE ¼, 649.68 feet, thence North 0 degrees 05 minutes 30 seconds East, 2593.43 feet to the South right-of-way of State Highway #60; thence North 89 degrees 31 minutes 45 seconds East, along said right-of-way, 8.78 feet; thence North 88 degrees 20 minutes 30 seconds East along said right-of-way 641.20 feet to the East line of said SE ¼; thence leaving said right-of-way, South 0 degrees 05 minutes 30 seconds West, 2615.59 feet to the point of beginning, containing 38.84 acres, more or less. (Also Known As Parcel ID 711-12368-000, Per Faulkner County Tax Assessor Records.)

Said right of way and easement shall be located upon and over such portion of the above described lands as has been agreed on by GRANTOR and GRANTEE.

It being understood and agreed that the said GRANTEE, or its successors or assigns, shall have the right to enter upon the above described lands at such time as it or they may deem proper to make such excavations and do such other work as it or they deem proper and necessary for the laying, relaying, maintaining, repairing, or replacing of utilities and appliances incident thereto, but it is expressly understood and agreed that the said GRANTEE, or its successors or assigns, shall be liable to the GRANTORS herein, or their heirs or assigns, for any and all damage that may be done in the prosecution of said work to any crops, fences or other improvements upon said lands, and that should it be necessary to disturb said improvements upon said lands, the said GRANTEE shall rebuild same immediately in as good condition as same were before provided that GRANTEE is not responsible for any action that is caused by the actions of any other Party that is allowed to utilize the Easement.



TO HAVE AND TO HOLD the same unto the said GRANTEE, and unto its successors and assigns, forever, with full right of ingress and egress at all times in, upon, over or under and to said lands for the purposes aforesaid.

And for said sum we do further grant, sell and convey unto said GRANTEE, its successors and assigns for a term of six months from and after the start of construction on the herein described lands, a right of way and easement forty (40) feet wide on, over, across, through and under the aforesaid lands, for the purpose of providing a construction and work area for building and laying of utilities and that this right of way and easement shall be located adjacent to and parallel with the South line of the above described permanent easement.

And we, the GRANTORS, for and in consideration of said sum of money, do hereby release and relinquish unto the said GRANTEE(S) all our rights of dower, curtesy and homestead in and to the said right of way and easement.

WITNESS our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACKNOWLEDGMENT

STATE OF ARKANSAS  
County of Faulkner.

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, David Spatz, Terri Haag and Daniel Spatz to me well known as the GRANTORS in the foregoing instrument, and acknowledged that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

RIGHT OF WAY AND EASEMENT  
With Relinquishment Of Dower

KENNETH C. SPATZ, JR. AND WIFE,  
THEA S. SPATZ

To:

THE CITY OF CONWAY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That We, Kenneth C. Spatz, Jr. and Thea S. Spatz, his wife, (GRANTORS), for and in consideration of the sum of One Dollar, to us paid by the City of Conway, Arkansas, a City of the first class, (GRANTEE), cash in hand, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said GRANTEE, its successors and assigns, forever, a right of way and easement 20 feet wide on, over, across and under the following described lands, owned by us and situated in Faulkner County, Arkansas, to-wit:

Said 20 foot CATV, Electric and Water Easement shall be the North 20 feet on the following described property: Part of the SE ¼, Section 18, T5N, R14W, Faulkner County, Arkansas, more particularly described as commencing at the Southeast Corner of said SE ¼ and run North 89 degrees 41 minutes 19 seconds West along the South line of said SE ¼, 649.68 feet to the point of beginning; thence continue North 89 degrees 41 minutes 19 seconds West, 655.68 feet; thence North 0 degrees 05 minutes 30 seconds East, 2569.70 feet to the South right-of-way of State Highway #60; thence North 88 degrees 14 minutes 03 seconds East, along said right-of-way, 363.21 feet; thence North 83 degrees 51 minutes 20 seconds East, 100.06 feet; thence North 89 degrees 31 minutes 45 seconds East along said right-of-way 193.19 feet; thence leaving said right-of-way South 0 degrees 05 minutes 30 seconds West, 2593.43 feet to the point of beginning, containing 38.88 acres, more or less. (Also Known As Parcel ID 001-12368-001, Per Faulkner County Tax Assessor Records.)

Said right of way and easement shall be located upon and over such portion of the above described lands as has been agreed on by GRANTOR and GRANTEE.

It being understood and agreed that the said GRANTEE, or its successors or assigns, shall have the right to enter upon the above described lands at such time as it or they may deem proper to make such excavations and do such other work as it or they deem proper and necessary for the laying, relaying, maintaining, repairing, or replacing of utilities and appliances incident thereto, but it is expressly understood and agreed that the said GRANTEE, or its successors or assigns, shall be liable to the GRANTORS herein, or their heirs or assigns, for any and all damage that may be done in the prosecution of said work to any crops, fences or other improvements upon said lands, and that should it be necessary to disturb said improvements upon said lands, the said GRANTEE shall rebuild same immediately in as good condition as same were before provided that GRANTEE is not responsible for any action that is caused by the actions of any other Party that is allowed to utilize the Easement.

TO HAVE AND TO HOLD the same unto the said GRANTEE, and unto its successors and assigns, forever, with full right of ingress and egress at all times in, upon, over or under and to said lands for the purposes aforesaid.

And for said sum we do further grant, sell and convey unto said GRANTEE, its successors and assigns for a term of six months from and after the start of construction on the herein described lands, a right of way and easement forty (40) feet wide on, over, across, through and under the aforesaid lands, for the purpose of providing a construction and work area for building and laying of utilities and that this right of way and easement shall be located adjacent to and parallel with the South line of the above described permanent easement.

And we, the GRANTORS, for and in consideration of said sum of money, do hereby release and relinquish unto the said GRANTEE(S) all our rights of dower, curtesy and homestead in and to the said right of way and easement.

WITNESS our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
\_\_\_\_\_

ACKNOWLEDGMENT

STATE OF ARKANSAS  
County of Faulkner.

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Kenneth C. Spatz, Jr. and Thea S. Spatz to me well known as the GRANTORS in the foregoing instrument, and acknowledged that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

RIGHT OF WAY AND EASEMENT  
With Relinquishment Of Dower

DANIEL HARTON SPATZ, SR. AND WIFE,  
NONA SPATZ

To:

THE CITY OF CONWAY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That We, Daniel Harton Spatz, Sr. and Nona Spatz, his wife, (GRANTORS), for and in consideration of the sum of One Dollar, to us paid by the City of Conway, Arkansas, a City of the first class, (GRANTEE), cash in hand, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said GRANTEE, its successors and assigns, forever, a right of way and easement 20 feet wide on, over, across and under the following described lands, owned by us and situated in Faulkner County, Arkansas, to-wit:

Said 20 foot CATV, Electric and Water Easement shall be the North 20 feet on the following described property: Part of the SE ¼, Section 18, T5N, R14W, Faulkner County, Arkansas, more particularly described as commencing at the Southeast Corner of said SE ¼ and run North 89 degrees 41 minutes 19 seconds West along the South line of said SE ¼, 1305.36 feet to the point of beginning; thence continue North 89 degrees 41 minutes 19 seconds West, 662.49 feet; thence North 0 degrees 05 minutes 30 seconds East, 2562.65 feet to the South right-of-way of State Highway #60; thence along the South right-of-way of State Highway#60 as follows: South 85 degrees 09 minutes 07 seconds East, 124.06 feet; thence North 89 degrees 27 minutes 44 seconds East, 153.42 feet; thence North 88 degrees 08 minutes 07 seconds East, 350.66 feet; thence North 88 degrees 14 minutes 03 seconds East, 35.0 feet; thence leaving said right-of-way South 0degrees 05 minutes 30 seconds West, 2569.70 feet to the point of beginning. Containing 38.93 acres, more or less. (Also Known As Parcel ID 001-12368-002, Per Faulkner County Tax Assessor Records.)

Said right of way and easement shall be located upon and over such portion of the above described lands as has been agreed on by GRANTOR and GRANTEE.

It being understood and agreed that the said GRANTEE, or its successors or assigns, shall have the right to enter upon the above described lands at such time as it or they may deem proper to make such excavations and do such other work as it or they deem proper and necessary for the laying, relaying, maintaining, repairing, or replacing of utilities and appliances incident thereto, but it is expressly understood and agreed that the said GRANTEE, or its successors or assigns, shall be liable to the GRANTORS herein, or their heirs or assigns, for any and all damage that may be done in the prosecution of said work to any crops, fences or other improvements upon said lands, and that should it be necessary to disturb said improvements upon said lands, the said GRANTEE shall rebuild same immediately in as good condition as same were before provided that GRANTEE is not responsible for any action that is caused by the actions of any other Party that is allowed to utilize the Easement.

TO HAVE AND TO HOLD the same unto the said GRANTEE, and unto its successors and assigns, forever, with full right of ingress and egress at all times in, upon, over or under and to said lands for the purposes aforesaid.

And for said sum we do further grant, sell and convey unto said GRANTEE, its successors and assigns for a term of six months from and after the start of construction on the herein described lands, a right of way and easement forty (40) feet wide on, over, across, through and under the aforesaid lands, for the purpose of providing a construction and work area for building and laying of utilities and that this right of way and easement shall be located adjacent to and parallel with the South line of the above described permanent easement.

And we, the GRANTORS, for and in consideration of said sum of money, do hereby release and relinquish unto the said GRANTEE(S) all our rights of dower, curtesy and homestead in and to the said right of way and easement.

WITNESS our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
\_\_\_\_\_

ACKNOWLEDGMENT

STATE OF ARKANSAS  
County of Faulkner.

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Daniel Harton Spatz, Sr and Nona Spatz to me well known as the GRANTORS in the foregoing instrument, and acknowledged that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

RIGHT OF WAY AND EASEMENT  
With Relinquishment Of Dower

KENNETH C. SPATZ, JR. AND WIFE,  
THEA S. SPATZ

To:

THE CITY OF CONWAY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That We, Kenneth C. Spatz, Jr. and Thea S. Spatz, his wife, (GRANTORS), for and in consideration of the sum of One Dollar, to us paid by the City of Conway, Arkansas, a City of the first class, (GRANTEE), cash in hand, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said GRANTEE, its successors and assigns, forever, a right of way and easement 20 feet wide on, over, across and under the following described lands, owned by us and situated in Faulkner County, Arkansas, to-wit:

Said 20 foot CATV, Electric and Water Easement shall be the North 20 feet on the following described property: Part of the SE ¼, Section 18, T5N, R14W, Faulkner County, Arkansas, more particularly described as commencing at the SE Corner of said SE ¼ and run North 89 degrees 41 minutes 19 seconds West, 2669.11 feet to the Southwest Corner of said SE ¼; thence North 0 degrees 40 minutes 32 seconds East along the West line of said SE ¼, 1714.25 feet to the point of beginning; thence continue North 0 degrees 40 minutes 32 seconds East, 359.54 feet; thence along the Center line of Lollie Road as follows: North 15 degrees 36 minutes 50 seconds East, 157.75 feet; thence North 31 degrees 56 minutes 10 seconds East, 133.92 feet; thence North 49 minutes 21 minutes 45 seconds East, 81.09 feet; thence North 55 degrees 55 minutes 10 seconds East, 71.71 feet; thence North 58 degrees 56 minutes 20 seconds East, 335.25 feet to the South right-of-way of State Highway #60; thence along the South right-of-way of State Highway #60 as follows: South 70 degrees 15 minutes 50 seconds East, 84.13 feet; thence South 76 degrees 44 minutes 00 seconds East, 75.78 feet; thence South 85 degrees 09 minutes 07 seconds East, 6.56 feet; thence leaving said right-of-way South 0 degrees 05 minutes 30 seconds West, 851.39 feet; thence North 89 degrees 26 minutes 28 seconds West, 683.79 feet to the point of beginning, containing 11.75 acres, more or less. (Also Known As Parcel ID 001-12368-005, Per Faulkner County Tax Assessor Records.)

Said right of way and easement shall be located upon and over such portion of the above described lands as has been agreed on by GRANTOR and GRANTEE.

It being understood and agreed that the said GRANTEE, or its successors or assigns, shall have the right to enter upon the above described lands at such time as it or they may deem proper to make such excavations and do such other work as it or they deem proper and necessary for the laying, relaying, maintaining, repairing, or replacing of utilities and appliances incident thereto, but it is expressly understood and agreed that the said GRANTEE, or its successors or assigns, shall be liable to the GRANTORS herein, or their heirs or assigns, for any and all damage that may be done in the prosecution of said work to any crops, fences or other improvements upon said lands, and that should it be necessary to

disturb said improvements upon said lands, the said GRANTEE shall rebuild same immediately in as good condition as same were before provided that GRANTEE is not responsible for any action that is caused by the actions of any other Party that is allowed to utilize the Easement.

TO HAVE AND TO HOLD the same unto the said GRANTEE, and unto its successors and assigns, forever, with full right of ingress and egress at all times in, upon, over or under and to said lands for the purposes aforesaid.

And for said sum we do further grant, sell and convey unto said GRANTEE, its successors and assigns for a term of six months from and after the start of construction on the herein described lands, a right of way and easement forty (40) feet wide on, over, across, through and under the aforesaid lands, for the purpose of providing a construction and work area for building and laying of utilities and that this right of way and easement shall be located adjacent to and parallel with the South line of the above described permanent easement.

And we, the GRANTORS, for and in consideration of said sum of money, do hereby release and relinquish unto the said GRANTEE(S) all our rights of dower, curtesy and homestead in and to the said right of way and easement.

WITNESS our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
\_\_\_\_\_

ACKNOWLEDGMENT

STATE OF ARKANSAS  
County of Faulkner.

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Kenneth C. Spatz, Jr. and Thea S. Spatz to me well known as the GRANTORS in the foregoing instrument, and acknowledged that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

RIGHT OF WAY AND EASEMENT  
With Relinquishment of Dower

KAREN RAMSEY COOPER

To

THE CITY OF CONWAY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That I, Karen Ramsey Cooper, (GRANTOR), for and in consideration of the sum of One Dollar, to me paid by the City of Conway, Arkansas, a City of the first class, (GRANTEE), cash in hand, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said GRANTEE, its successors and assigns, forever, a right of way and easement 20 feet wide on, over, across and under the following described lands, owned by me and situated in Faulkner County, Arkansas, to-wit:

A 20-foot easement shall Center on a Water Main to be installed across the West 60-feet of the following described property: Part of the N ½ NE ¼ of Section 19, Township 5 North, Range 14 West, Faulkner County, Arkansas, described as follows: Beginning at the Southwest Corner of said N ½ NE ¼; run thence North 1 Degree 17 Minutes 58 Seconds East along the West line of said N ½ NE ¼ 880.47 feet; thence South 88 Degrees 42 Minutes 02 Seconds East 420.0 feet; thence South 1 Degree 17 Minutes 58 Seconds West 289.73 feet; thence South 88 Degrees 57 Minutes 04 Seconds East 281.45 feet; thence South 1 Degree 37 Minutes 35 Seconds West 588.9 feet to the South line of said N ½ NE ¼; thence North 88 Degrees 57 Minutes 06 Seconds West 698.1 feet to the Point of Beginning, Containing 12.26 Acres, more or less. (Also Known As Parcel ID 001-12370-001, Per Faulkner County Tax Assessor Records.)

Said right of way and easement shall be located upon and over such portion of the above described lands as has been agreed on by GRANTOR and GRANTEE.

It being understood and agreed that the said GRANTEE, or its successors or assigns, shall have the right to enter upon the above described lands at such time as it or they may deem proper to make such excavations and do such other work as it or they deem proper and necessary for the laying, relaying, maintaining, repairing, or replacing of utilities and appliances incident thereto, but it is expressly understood and agreed that the said GRANTEE, or its successors or assigns, shall be liable to the GRANTOR herein, or his heirs or assigns, for any and all damage that may be done in the prosecution of said work to any crops, fences or other improvements upon said lands, and that should it be necessary to disturb said improvements upon said lands, the said GRANTEE shall rebuild same immediately in as good condition as same were before provided that GRANTEE is not responsible for any action that is caused by the actions of any other Party that is allowed to utilize the Easement.



TO HAVE AND TO HOLD the same unto the said GRANTEE, and unto its successors and assigns, forever, with full right of ingress and egress at all times in, upon, over or under and to said lands for the purposes aforesaid.

And for said sum I do further grant, sell and convey unto said GRANTEE, its successors and assigns for a term of six months from and after the start of construction on the herein described lands, a right of way and easement forty (40) feet wide on, over, across, through and under the aforesaid lands, for the purpose of providing a construction and work area for building and laying of utilities and that this right of way and easement shall be located upon and over such portion of the above described lands as has been or may hereafter be selected by the officers or agents of said GRANTEE.

And I, the GRANTOR, for and in consideration of said sum of money, do hereby release and relinquish unto the said GRANTEE(S) all my rights of dower, curtesy and homestead in and to the said right of way and easement.

WITNESS our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
\_\_\_\_\_

ACKNOWLEDGMENT

STATE OF ARKANSAS  
County of Faulkner.

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Karen Ramsey Cooper to me well known as the GRANTOR in the foregoing instrument, and acknowledged that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this \_\_\_\_ day of \_\_\_\_\_, 2011.

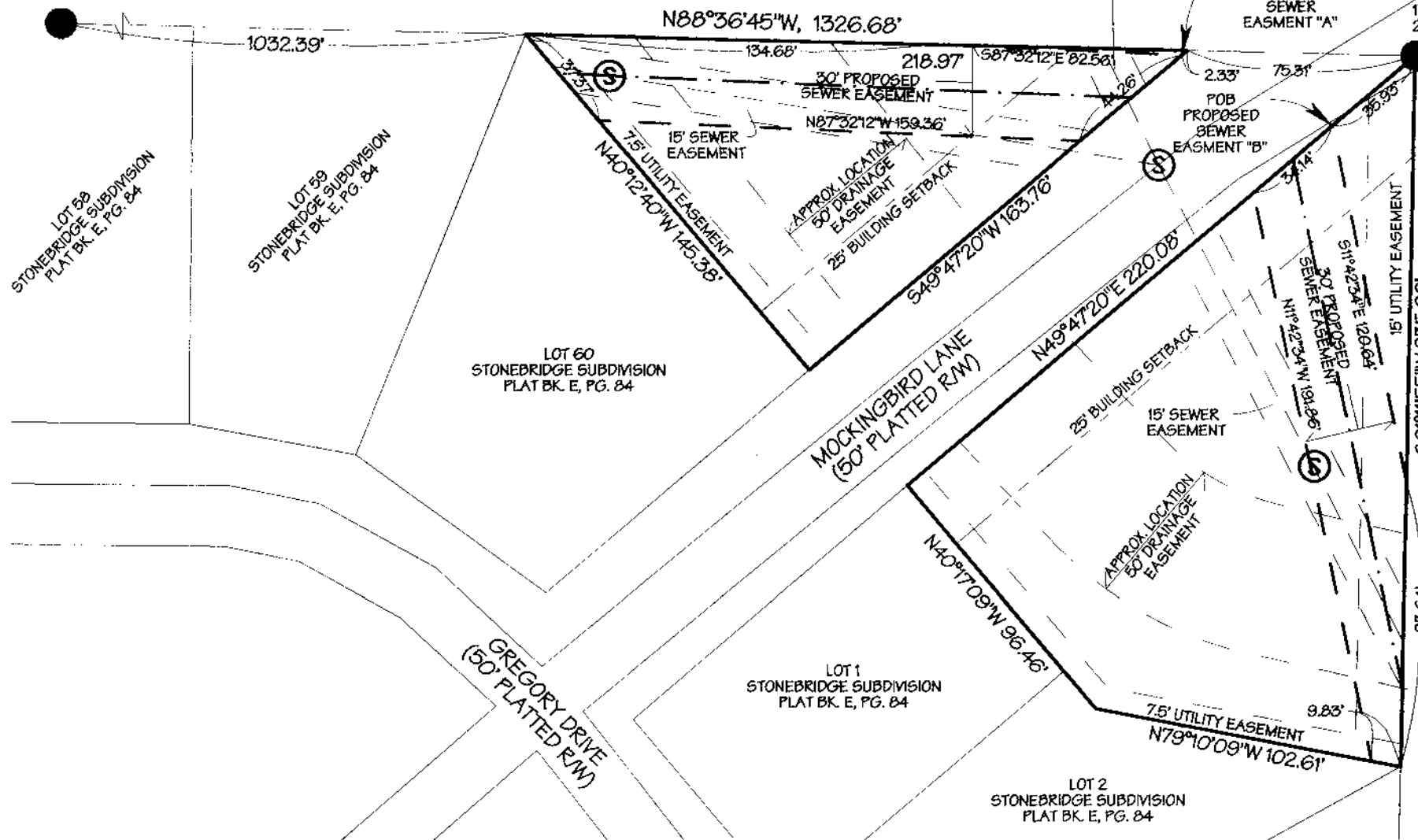
\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

1" REBAR  
CENTER OF  
SECTION 8  
REFERENCES:  
1) 1/2" REBAR S89°E, 135.2'  
2) 5/8" REBAR S89°E, 185.2'

1/4" REBAR  
NE/COR  
NW1/4 SE1/4  
SECTION 8  
REFERENCES:  
1) NAIL S87°E, 1337.6'  
2) 1/2" REBAR S01°W, 442.4'



**PROPOSED 30' SEWER EASEMENT "A" DESCRIPTION:**

A TRACT OF LAND LOCATED IN THE NW1/4 SE1/4 OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 13 WEST, FAULKNER COUNTY, ARKANSAS, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SAID NW1/4 SE1/4 THENCE N88°36'45"W, 75.31 FEET TO A POINT ON THE NORTHWEST RIGHT-OF-WAY OF MOCKINGBIRD LANE; THENCE ALONG SAID RIGHT-OF-WAY S49°47'20"W, 2.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S49°47'20"W, 44.26 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY N87°32'12"W, 159.36 FEET TO A POINT ON THE EAST LINE OF LOT 60 STONEBRIDGE SUBDIVISION; THENCE ALONG SAID EAST LINE N40°12'40"W, 37.37 FEET TO A POINT ON THE NORTH LINE OF SAID NW1/4 SE1/4; THENCE ALONG SAID NORTH LINE S88°36'45"E, 134.68 FEET TO A POINT; THENCE LEAVING SAID NORTH LINE S87°32'12"E, 82.56 FEET TO THE POINT OF BEGINNING, CONTAINING 5,510 SQ. FT. OR 0.13 ACRES MORE OR LESS.

**PROPOSED SEWER EASEMENT "B" DESCRIPTION:**

A TRACT OF LAND LOCATED IN THE NW1/4 SE1/4 OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 13 WEST, FAULKNER COUNTY, ARKANSAS, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SAID NW1/4 SE1/4 THENCE S49°47'20"W, 35.93 FEET ALONG THE SOUTHEAST RIGHT-OF-WAY OF MOCKINGBIRD LANE TO THE POINT OF BEGINNING; THENCE S11°42'34"E, 120.64 FEET TO A POINT ON THE EAST LINE OF SAID NW1/4 SE1/4; THENCE ALONG SAID EAST LINE S01°11'55"W, 93.64 FEET TO A POINT ON THE NORTH LINE OF LOT 2 STONEBRIDGE SUBDIVISION; THENCE ALONG SAID NORTH LINE N79°10'09"W, 9.83 FEET TO A POINT; THENCE LEAVING SAID NORTH LINE N11°42'34"W, 191.86 FEET TO A POINT ON SAID SOUTHEAST RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY N49°47'20"E, 34.14 FEET TO THE POINT OF BEGINNING, CONTAINING 5,141 SQ. FT. OR 0.12 ACRES MORE OR LESS.

- Symbol
- MONUMENT (AS NOTED)
  - PROPOSED SEWER LINE
  - - - SETBACK LINE
  - PROPERTY LINE
  - - - EASEMENT LINE
  - Ⓢ SEWER MAN-HOLE



BEARINGS ESTABLISHED BY  
STATE PLANE COORDINATES  
HARN 97 (NAD83),  
ARKANSAS NORTH ZONE



**SURVEYOR'S NOTES:**

SAID TRACT IS SUBJECT TO ALL RIGHTS OF WAY, COVENANTS, EASEMENTS, AND RESTRICTIONS ON RECORD OR PHYSICALLY IN PLACE.

<b>C</b> <b>A</b> <b>P</b> <b>S</b> PROFESSIONAL SURVEYING <small>115 N. 2ND ST. SUITE 200          CONWAY, AR 72032          (501) 324-1200</small>		SURVEY FOR:	CONWAY CORPORATION
		JOB NAME:	STONEBRIDGE CONDEMNATION
<small>STATE OF ARKANSAS          PROFESSIONAL LAND SURVEYOR</small>		DATE:	05/25/11
<small>STATE CODE:          500 CON. BR. O. 08-240-23 1363</small>		SCALE:	1"=50'

RIGHT OF WAY AND EASEMENT

\_\_\_\_\_

To

THE CITY OF CONWAY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That We, \_\_\_\_\_ (GRANTORS), for and in consideration of the sum of One Dollar, to us paid by the City of Conway, Arkansas, a City of the first class, (GRANTEE), cash in hand, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said GRANTEE, its successors and assigns, forever, a right of way and easement 30 feet wide on, over, across and under the following described lands, owned by us and situated in Faulkner County, Arkansas, to-wit:

30 Foot Sewer Easement "A" described as a Tract of Land located in the NW ¼ SE ¼ of Section 8, Township 5 North, Range 13 West, Faulkner County, Arkansas, being further described as follows: Commencing at the NE Corner of said NW ¼ SE ¼ thence N 88° 36'45"W, 75.31 feet to a point on the Northwest Right-of-Way of Mockingbird Lane; thence along said Right-of-Way S 49° 47' 20"W, 2.33 feet to the Point of Beginning; thence continuing along said Right-of-Way S 49° 47' 20"W, 44.26 feet to a point; thence leaving said Right-of-Way N 87° 32' 12"W, 159.36 feet to a point on the East Line of Lot 60 Stonebridge Subdivision; thence along said East Line N 40° 12' 40"W, 37.37 feet to a Point on the North Line of said NW ¼ SE ¼; thence along said North Line S 88° 36' 45"E, 134.68 feet to a point; thence leaving said North Line S 87° 32' 12"E, 82.56 feet to the Point of Beginning, Containing 5,510 Sq. Ft. or 0.13 Acres more or less.

AND

30 Foot Sewer Easement "B" described as a Tract of land located in the NW ¼ SE ¼ of Section 8, Township 5 North, Range 13 West, Faulkner County, Arkansas, being further described as follows: Commencing at the NE Corner of said NW ¼ SE ¼ thence S 49° 47' 20" W, 35.93 feet along the Southeast Right-of-Way of Mockingbird Lane to the Point of Beginning; thence S 11° 42' 34"E, 120.64 Feet to a point on the East Line of said NW ¼ SE ¼; thence along said East Line S 01° 11' 55" W, 93.64 feet to a point on the North Line of Lot 2 Stonebridge Subdivision; thence along said North Line N 79° 10' 09" W, 9.83 feet to a point; thence leaving said North Line of Lot 2 N 11° 42' 34"W, 191.86 feet to a point on said Southeast Right-of-Way; thence along said Right-of-Way N 49° 47' 20"E, 34.14 feet to the Point of Beginning, Containing 5,141 Sq. Ft. or 0.12 Acres more or less.

Said right of way and easement shall be located upon and over such portion of the above described lands as has been agreed on by GRANTOR and GRANTEE.

It being understood and agreed that the said GRANTEE, or its successors or assigns, shall have the right to enter upon the above described lands at such time as it or they may deem proper to make such excavations and do such other work as it or they deem proper and necessary for the laying, relaying, maintaining, repairing, or replacing of utilities and appliances incident thereto, but it is expressly understood and agreed that the said GRANTEE, or its successors or assigns, shall be liable to the GRANTORS herein,

or their heirs or assigns, for any and all damage that may be done in the prosecution of said work to any crops, fences or other improvements upon said lands, and that should it be necessary to disturb said improvements upon said lands, the said GRANTEE shall rebuild same immediately in as good condition as same were before provided that GRANTEE is not responsible for any action that is caused by the actions of any other Party that is allowed to utilize the Easement.

TO HAVE AND TO HOLD the same unto the said GRANTEE, and unto its successors and assigns, forever, with full right of ingress and egress at all times in, upon, over or under and to said lands for the purposes aforesaid.

And for said sum we do further grant, sell and convey unto said GRANTEE, its successors and assigns for a term of six months from and after the start of construction on the herein described lands, a right of way and easement fifty (50) feet wide on, over, across, through and under the aforesaid lands, for the purpose of providing a construction and work area for building and laying of utilities and that this right of way and easement shall be located upon and over such portion of the above described lands as has been or may hereafter be selected by the officers or agents of said GRANTEE.

WITNESS our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
\_\_\_\_\_

ACKNOWLEDGMENT

STATE OF ARKANSAS  
County of Faulkner.

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, \_\_\_\_\_ to me well known as the GRANTORS in the foregoing instrument, and acknowledged that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



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

**AN ORDINANCE ACCEPTING & APPROPRIATING FUNDS FOR THE PURCHASING OF A LOGO T100  
IMAGING SYSTEM FOR THE CONWAY FIRE DEPARTMENT; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Conway Fire Department has a need for a Logos T100 Imaging System with a purchase price of \$19,700; and

**WHEREAS**, the Conway Fire Department has received donated funds in the amount of \$4,026 from various donors (White County - \$2,815.44, Faulkner County - \$158.84, Perry County - \$1,051.22) to be used for such purpose; and

**WHEREAS**, the Conway Fire Department has received funds in the amount of \$12,517 that was originally a Homeland Security Grant issued to the County from the State and then to the City from the County to be used for such purpose; and

**WHEREAS**, the Conway Fire Department has requested a budget transfer within the operating budget to cover the remaining balance of the Imaging System, \$3,159 to be used for such purpose; and

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

**Section 1:** The City of Conway shall accept donations of \$4,026 and appropriate donated funds from the General Fund Donation Revenue account (001.119.4705) into the Fire Department Capital Equipment account (001.132.5910) for the purpose of purchasing an Imaging System for Conway Bomb Squad.

**Section 2:** The City of Conway shall appropriate \$12,517 from the Miscellaneous Federal Grant Fund - grant revenue account (399.131.4751) into the Fire Department Capital Equipment account (399.132.5910) for the purpose of purchasing an Imaging System for Conway Bomb Squad.

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

**Passed** this 13<sup>th</sup> day of September, 2011

**Approved:**

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

**Attest:**

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



# Memo:

To: Mayor Townsell

CC: Conway City Council

From: Fire Chief Bart Castleberry

Date: September 1, 2011

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The Conway Fire Department would like to purchase the Logos T100 Imaging System for the Conway Bomb Squad in the amount of \$19,700.00. The purchase of the T100 Imaging System will include:

- Logos Imaging Security Software
- USB cable
- Carousel
- 2 – 8x17 image plate kits
- Erasing light and carrying case
- Warranties Included – three year warranty of system, lifetime maintenance on base Logos Security Software and lifetime telephone tech support

The Bomb Squad would benefit from the Logos System in a number of ways:

- **Safety** – reduction in time on target
- **Business Continuity** – quickly indentify contents of package to determine hazards or non-hazards
- **Interoperability** – All in-state squads use this system

# Budget Transfer

## Transfer From:

Department / Division Name	Account Number (fund / dept / exp)	Account Name	Amount (whole dollars)
Fire	001-132-5699	Bomb - Misc Supplies	\$ 3,159.00

## Transfer To:

Department / Division Name	Account Number (fund / dept / exp)	Account Name	Amount (whole dollars)
Fire	001-132-5910	Capital - Equipment	\$ 3,159.00

To pay for the Logos T-100 Image System

## Signatures:

## Date:

Requested By	Amanda Swofford	9/2/2011
Department Head	Bart Castleberry	9/2/2011
Budget Analyst		

## ENCROACHMENT AGREEMENT

This Encroachment Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between **CenterPoint Energy Gas Transmission Company, LLC ("CEGT")** having an address of P.O. Box 21734, 525 Milam Street, Shreveport, LA 71101 and the **City of Conway, Arkansas ("Encroaching Party")** having an address of 1201 Oak Street, Conway, AR 72032.

**WHEREAS**, CEGT is the owner of a Right of Way Agreement by Young Business Men's Association of Conway, Arkansas to Oklahoma Mississippi River Products, Inc., dated November 6, 1983, relating to property in Faulkner County, AR recorded in Record Book 130, Page 154, of the Deed Records of Faulkner County, AR, (CEGT R/W No. ARK-FA-102).

**WHEREAS**, the **Encroaching Party** desires permission to construct and use a baseball park facility, known as Conway Station Park (the "Encroachment"), located at the corner of Bean Street and South Center Street in Conway, Arkansas, and situated in the Northwest Quarter of the Northeast Quarter of Section 13, Township 5 North, Range 14 West, Faulkner County, Arkansas, portions of which including a grass warm-up area, portions of two grass baseball outfield areas, related fences, and related irrigation and drain lines, will encroach on CEGT's gas transmission line known as BT-14 and associated 50' wide right of way (the "Right of Way Area" or "Right of Way"). The primary intended use of the Encroachment within the Right of Way is for the practicing and playing of the game of baseball and/or softball.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **CEGT** and the **Encroaching Party** do hereby agree as follows:

1. Construction, Location and Use of Encroachment. The **Encroaching Party** may construct locate and use the Encroachment as defined above and shown on the drawing attached as **Exhibit "A"** and in strict conformity with procedures and requirements shown on the attached **Exhibit "B"** incorporated herein. The **Encroaching Party** may not reconstruct, relocate, or change the use of the Encroachment within the Right of Way Area without the express written consent and approval of **CEGT**, which consent and approval shall not be unreasonably denied. However, ordinary maintenance and repairs may be made to the Encroachment without the consent and approval of **CEGT** so long as such maintenance and repairs are performed in conformity with the procedures and requirements shown on **Exhibit "B"** hereto.
2. Restrictions on Use of Right of Way Area. The **Encroaching Party** shall use only so much of the Right of Way Area as may be necessary to construct, maintain and repair the Encroachment. The **Encroaching Party** shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in, upon or connected with said Encroachment. At the conclusion of any construction, the **Encroaching Party** shall remove all debris and other materials from the Right of Way Area, excluding the Encroachment itself, and restore the Right of Way Area to the same condition prior to the commencement of the **Encroaching Party's** construction thereon or in proximity thereto. Unless approved in



advance in writing by **CEGT**, the **Encroaching Party** shall not place upon the Right of Way Area any improvements not specifically authorized herein, including but not limited to, buildings, parking areas, light standards, shrubs, trees or signs or as further described in the attached Encroachment Policy as **Exhibit "C"**.

3. Maintenance of Encroachment and Facilities. The **Encroaching Party**, at its sole cost and expense, shall maintain and operate the Encroachment. **CEGT** shall not, under any circumstances, be responsible for any costs of construction, reconstruction, operation, maintenance or removal of the **Encroaching Party's** Encroachment. **Encroaching Party** shall not, under any circumstances, be responsible for any costs of construction, reconstruction, operation, maintenance or removal of **CEGT's** facilities or for the costs associated with maintaining regulatory or safety standards.

4. Risk and Liability. The **Encroaching Party** assumes all risks and liability resulting or arising from or relating to its use, the existing condition or location, or existing state of maintenance, repair or operation of the Right of Way Area. It is further agreed that **CEGT** shall not be liable for any damage to the Encroachment as a result of **CEGT's** use or enjoyment of its Right of Way. Any **CEGT** property damaged or destroyed by the **Encroaching Party** its agents, employees, lessees, invitees, contractors or subcontractors shall be repaired or replaced by **CEGT** at the **Encroaching Party's** expense and full payment is due and payable upon the **Encroaching Party's** receipt of an invoice from **CEGT**.

5. Indemnification. To the extent allowed by law, the **Encroaching Party** agrees to defend, indemnify and hold harmless **CEGT**, its officers, agents, employees, representatives, contractors, subcontractors, associates, affiliates and successors-in-interest from and against any and all claims, demands, causes of action, loss, damage, liabilities, costs and expenses (including attorney's fees, expert witness fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, for personal injury (including death), property damage or other harm for which recovery of damages is sought or suffered by any entity(ies) or person(s), including claims based on strict liability, arising out of or in connection with the **Encroaching Party's** actions or omissions or the actions or omissions of its officers, agents, associates, employees, contractors or subcontractors or the actions or omissions of any other person entering onto the Right of Way Area or the Encroachment, whether or not any such actions or omissions are later determined to be negligent, when such actions or omissions relate, directly or indirectly, to the **Encroaching Party's** use of the Right of Way Area or the presence of the Encroachment within the Right of Way Area WHETHER OR NOT SUCH CLAIMS ARE FOUNDED IN WHOLE OR IN PART UPON ACTS OR OMISSIONS BY OR THE SOLE OR COMPARATIVE NEGLIGENCE OF **CEGT**, ITS OFFICERS, AGENTS, REPRESENTATIVES, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS. The above agreement of indemnification specifically includes, but is not limited to, the **Encroaching Party's** agreement to indemnify **CEGT** for all damages to personal property, including vehicles, within or upon the Encroachment during emergency situations.

5.1 Insurance Requirements.

General Liability Insurance - **Encroaching Party** shall carry general liability insurance on a form no less broad than the coverage provided by a “Commercial General Liability Insurance” form (dated 2004 or thereafter) promulgated by the Insurance Services Office, and containing language affording coverage for contractual liability, the products and completed operations hazards, broad form property damage liability, and the explosion, collapse and underground hazards, as respects all operations and work hereunder, for all liability arising out of injury to or death of one or more persons, and injury to or destruction of property, in any one occurrence, in amounts not less than:

General Aggregate	\$ 2,000,000
Personal & Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000

Deductibles. – Any and all deductibles, or self-insured retentions, of all insurance policies required hereunder shall be assumed by, for the account of, and at the **Encroaching Party’s** sole risk and expense.

Additional Insureds - The insurance required by Sections General Liability shall include CenterPoint Energy, Inc., including its direct and indirect subsidiaries and affiliates, including limited liability companies, as additional insureds with respect to all operations and work hereunder. Coverage afforded by a Insurance Services Office Endorsements’ CG 20 33 07 04 (entitled “Additional Insured – Owners, Lessees or Contractors or equivalent. Such insurance shall respond as primary insurance and shall not require contribution from any other insurance that may be maintained by CenterPoint Energy, Inc., or its direct and indirect subsidiaries and affiliates, including limited liability companies.

Waiver of Subrogation - The insurance required by General Liability section shall include full waivers of subrogation in favor of CenterPoint Energy, Inc., including its direct and indirect subsidiaries and affiliates, including limited liability companies, unless waiver of subrogation is prohibited by the law governing such insurance.

Certificates of Insurance - **Encroaching Party** shall furnish CEGT with Certificates of Insurance signed by Encroaching Party’s insurance agent, showing **Encroaching Party’s** procurement of the insurance, Additional Insured, Waiver of Subrogation, Primary and Non-Contributing, and 30 days notice, required hereunder. Each such Certificate shall accurately reflect insurance in place.

Insurance shall be required as long as the agreement is enforce.

6. Notice. Unless otherwise specified in Exhibit “B”, the **Encroaching Party** must notify **CEGT** at telephone number 1-318-429-3262, at least 72 hours prior to commencing any work on the Right of Way Area. Otherwise, any notice that either party may or is required to give hereunder shall be given in writing to the other party, each at the address set forth below, or at such other address as may be designated in writing by the parties from time to time by (i)

certified or registered mail, return receipt requested, postage prepaid; (ii) overnight delivery, delivery fees prepaid; or (iii) facsimile with a hard copy to follow via first class mail, postage prepaid. Rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver:

**If to CEGT:**

CenterPoint Energy Gas Transmission, LLC  
Post Office Box 21734  
Shreveport, LA 71151  
Attn: Right of Way Department  
Fax: 318.429.3350

**If to Encroaching Party:**

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

7. Removal by CEGT. If at any time in the future the Encroachment, in the sole judgment of **CEGT**, interferes with **CEGT's** use or enjoyment of its Right of Way rights, **CEGT** provide the **Encroaching Party** with 90 days advance written notice that the Encroachment must be removed or altered at the **Encroaching Party's** sole cost. If at the end of the 90-day notice period the Encroachment has not been removed, **CEGT** may remove it, at the **Encroaching Party's** expense. **CEGT** shall not be responsible nor will compensation be paid for damages incurred by such removal, including, but not limited to, damages for loss of use of the Encroachment or business interruption. Additionally, in the event of an emergency or an imminent safety issue, in the sole judgment of **CEGT**, **CEGT** shall have the right to immediately remove the Encroachment at the **Encroaching Party's** sole expense and without any prior notice to the **Encroaching Party**. If the Encroachment is removed, **CEGT** shall not unreasonably withhold consent for the **Encroaching Party** to reconstruct or relocate the Encroachment within the Right of Way Area.

8. Default and Termination. It is understood and agreed that, in the event of default by the **Encroaching Party** or its agents in any of the terms and conditions herein stated and such default continues for a period of ten (10) days after **CEGT** notifies the **Encroaching Party** of such default in writing, **CEGT** may, at its election and in addition to any other rights or remedies it may have, immediately terminate this Agreement. Upon such termination all of the **Encroaching Party's** rights hereunder shall cease immediately and come to an end. This Agreement shall also terminate upon the abandonment of the Encroachment.

9. Applicable Law. The laws of the State of Arkansas shall govern the validity, enforcement, and interpretation of this Agreement.

10. Succession and Non-waiver. This Agreement shall extend to and be binding upon the **Encroaching Party** its successors and assigns and shall not constitute nor be interpreted as a waiver of any rights held by **CEGT** under its Right of Way.

**IN WITNESS WHEREOF**, this Agreement is executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

WITNESSES:

**CenterPoint Energy Gas Transmission Company, LLC ("CEGT")**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name

Name: Kerri D. Selsor  
Title: Division Vice President Midstream Engineering and Construction

\_\_\_\_\_

Print Name

WITNESSES:

**City of Conway, Arkansas**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name

Name: Tab Townsell  
Title: Mayor

\_\_\_\_\_

Print Name

ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF TULSA

BEFORE ME, appeared Kerri D. Selsor, to me personally known, who, being by me duly sworn, did say that she is the Division Vice-President Midstream Engineering & Construction of CenterPoint Energy Gas Transmission Company, LLC, and that she, as such Division Vice-President Midstream Engineering & Construction, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_  
Bar Roll No. \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF ARKANSAS    )  
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COUNTY OF FAULKNER)

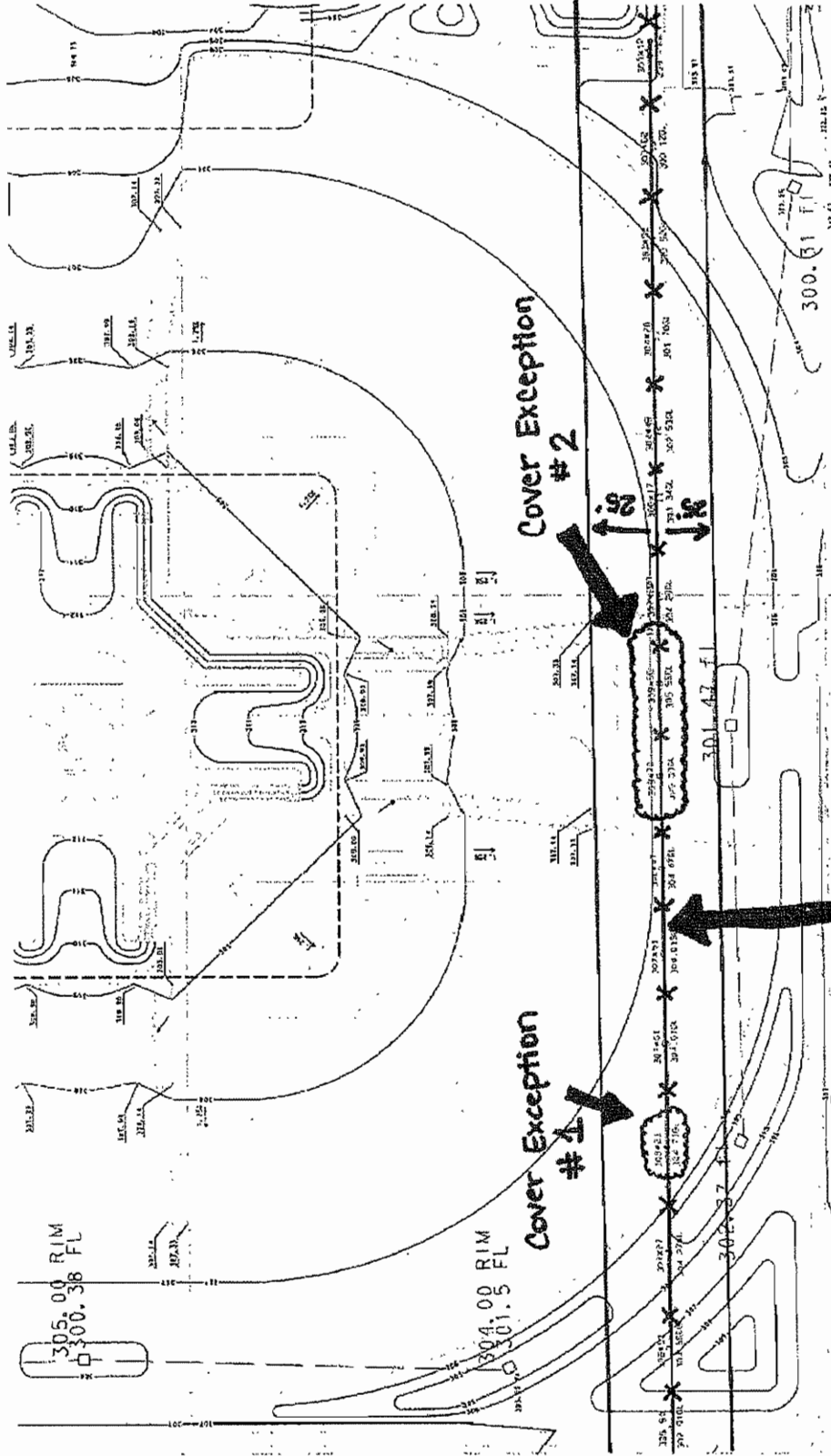
BEFORE ME, appeared TAB TOWNSELL, the Mayor of the City of Conway, Arkansas, to me personally known and known to be the person whose name is subscribed to the foregoing instrument and executed the foregoing instrument as the Mayor of the City of Conway, Arkansas, for the purposes therein contained.

IN WITNESS WHEREOF, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
Notary No. \_\_\_\_\_  
My commission expires: \_\_\_\_\_

# EXHIBIT 'A'

Drawing



SECTION: 15  
TOWNSHIP: 5 North  
RANGE: 14 West  
COUNTY: Faulkner  
STATE: Arkansas

Approximate location of  
CEQT BT-14 Gas Transmission  
Line and 50' Right-of-Way

CONWAY STATION PARK - PHASE I

DATE: 11/11/11  
 DRAWN BY: JAC  
 CHECKED BY: JAC

12-10

LEGEND

(Symbol)	EXISTING GRADE CONTROL
(Symbol)	PROPOSED GRADE CONTROL
(Symbol)	PROPOSED ASPHALT DRIVE
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NOTES

1. THIS PROJECT IS A REDESIGN OF THE EXISTING CONWAY STATION PARK AND WILL BE CONSTRUCTED IN PHASES. THE PHASES WILL BE CONSTRUCTED IN THE ORDER INDICATED ON THE GRADING PLAN.
2. ALL PROPOSED GRADES INDICATED ARE FOR THE PROPOSED ASPHALT DRIVE AND ARE SUBJECT TO THE FINAL DESIGN OF THE DRIVE.
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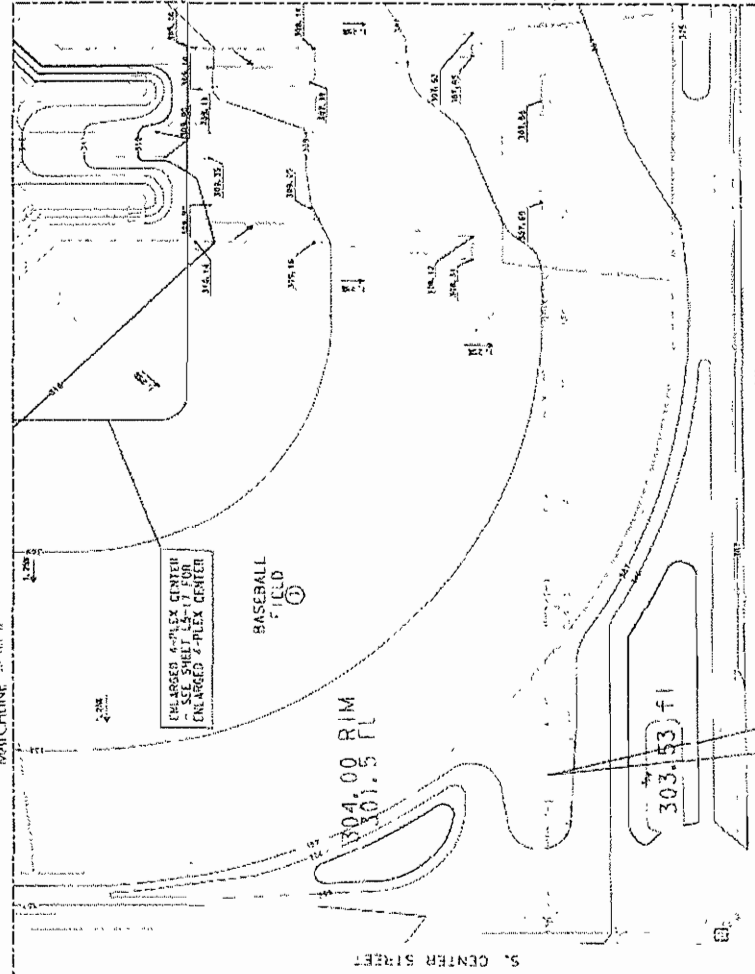
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BEAN STREET

EXISTING GAS LINE  
 CONTRACTOR TO COORDINATE ANY  
 AND ALL WORK WITHIN 10' OF  
 GAS LINE WITH GAS COMPANY.



GRADING PLAN - AREA 10

DATE: 11/11/11

12-10



# CONWAY STATION PARK - PHASE I

CITY OF CONWAY  
100 CORPORATION DRIVE  
CONWAY, ARKANSAS 72022

DATE: 12-11-11  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
REVISIONS:

95% DC SUBMITTAL  
12 11

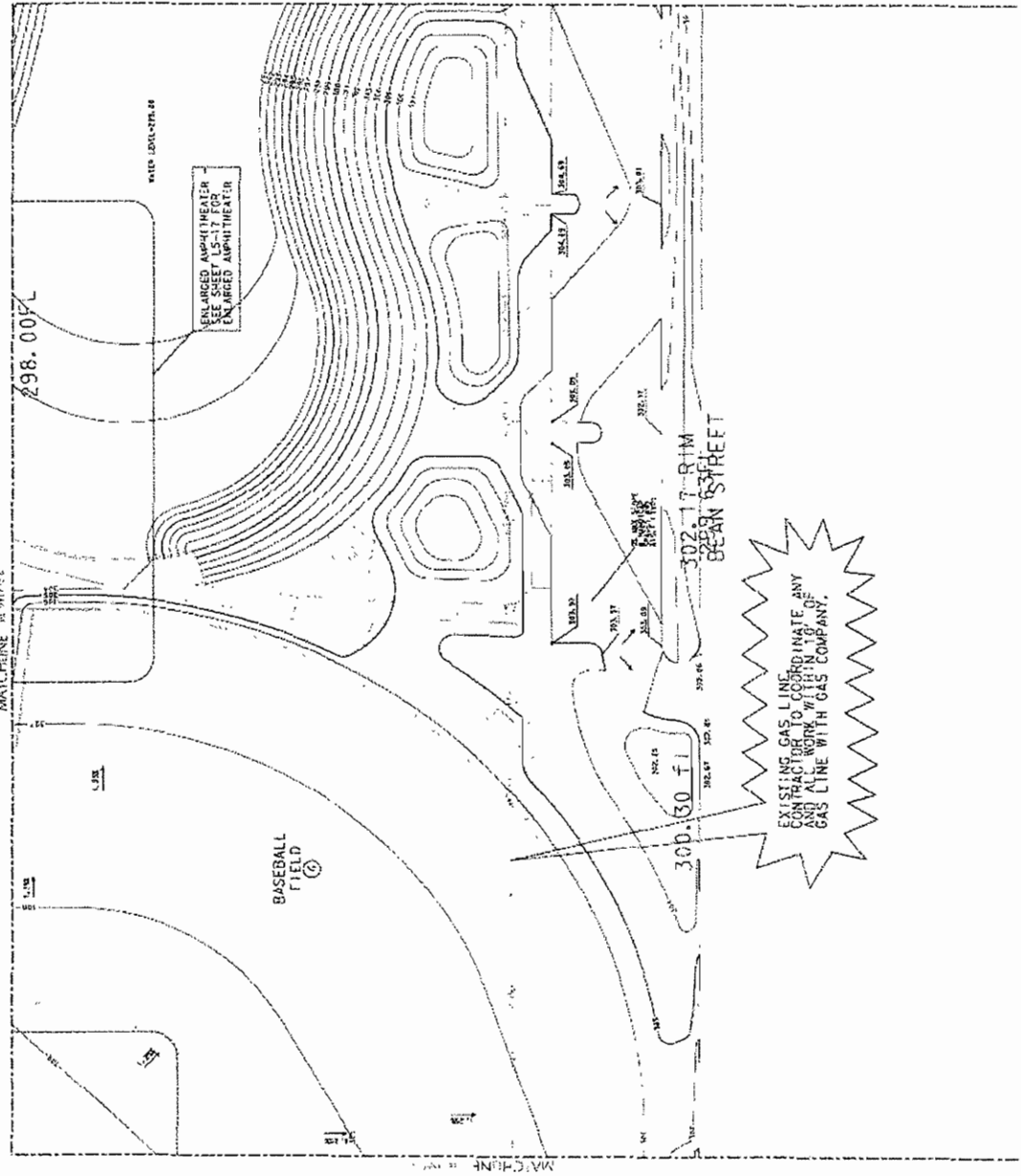
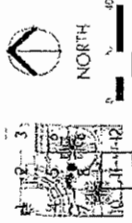
PROJECT: CONWAY STATION PARK - PHASE I  
SHEET NO.: 12-11-11-12  
DATE: 12-11-11

### LEGEND

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- EXISTING JOIST GRIFF
- PROPOSED JOIST GRIFF
- PROPOSED POOR GRASS
- LIMITS OF CONSTRUCTION

### NOTES

1. SEE SHEET 12-11-11-01 FOR THE FIELD OF CONSTRUCTION.
2. ALL PROPOSED CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CONWAY SPECIFICATIONS AND THE ARKANSAS CONSTRUCTION CODE.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CONWAY.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
6. THE CONTRACTOR SHALL MAINTAIN A RECORD OF ALL CONSTRUCTION ACTIVITIES AND SUBMIT A FINAL REPORT TO THE CITY OF CONWAY.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL CONSTRUCTION DEBRIS AND WASTE.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESTORATION OF ALL DISTURBED AREAS TO ORIGINAL OR BETTER CONDITION.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND PLANTS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SOILS AND WATER RESOURCES.



GRADING PLAN AREA II

GRAPHIC SCALE 1" = 10'

12 11

CONWAY STATION PARK - PHASE I

PARK OF CONWAY STATION  
 CONWAY, ARKANSAS 72032

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 L2 12

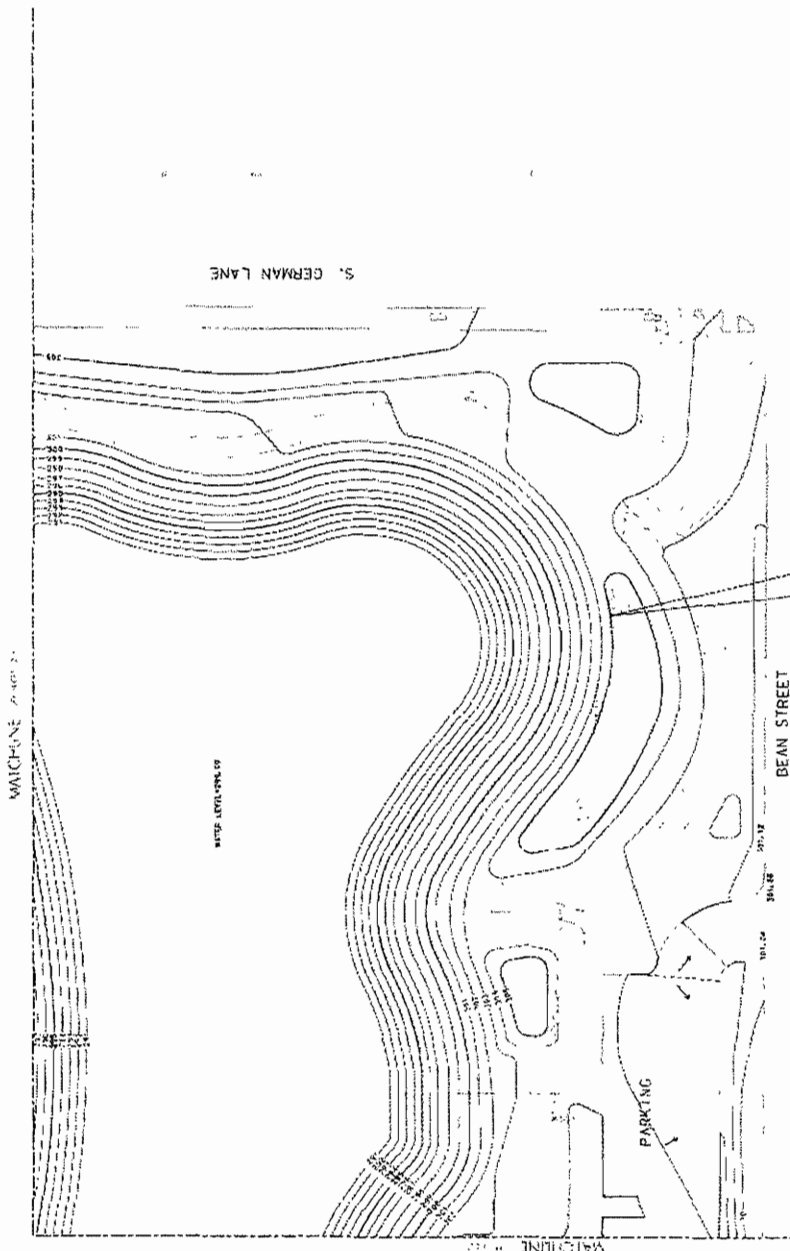
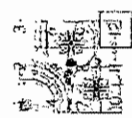
DATE	DESCRIPTION
11/11/03	ISSUED FOR PERMITS
11/11/03	ISSUED FOR PERMITS
11/11/03	ISSUED FOR PERMITS

**LEGEND**

	EXISTING DRIVE CENTER
	EXISTING SIDE WALK
	PROPOSED DRIVE CENTER
	PROPOSED SIDE WALK
	LEVELS OF CONSTRUCTION

**NOTES**

1. EXISTING DRIVE CENTER AND SIDE WALK ARE TO BE MAINTAINED TO EXISTING GRADE. EXISTING DRIVE CENTER AND SIDE WALK ARE TO BE MAINTAINED TO EXISTING GRADE. EXISTING DRIVE CENTER AND SIDE WALK ARE TO BE MAINTAINED TO EXISTING GRADE.
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EXISTING GAS LINE  
 CONTAINS OIL  
 AND ALL WORK WITHIN 10' OF  
 GAS LINE WITH GAS COMPANY.

## **EXHIBIT "B"**

### Procedures and Requirements

- 72 hour prior site specific notification, Arkansas One Call 811. 72 hour prior notification to CEGT representative, via weekly excavation schedule. Daily verbal contact maintained with CEGT representative. All excavations are to be OSHA compliant on Operating pipelines. Within 24 inches of pipe edge hand digging is required. Under no circumstance is excavation equipment authorized to operate within the 24 inch buffer. All excavation equipment on in-service pipelines shall have side cutters, and tiger teeth removed from buckets and a flat strap shall be welded across the bucket. Trenching buffer is 15 feet. No trenching permitted within 15 feet of active pipelines. Erosion and Sedimentary Control Plan Compliance: All ground disturbances shall be repaired and vegetation re-established by contractor.
- Pot holing is an excavation requiring the presence of CEGT personnel. 72 hour prior notification to CEGT representative, via weekly excavation schedule from each spread. Daily verbal contact maintained with CEGT representative. After the line is visually spotted, the Encroaching Party shall mark the pot hole with a stake noting it as the location of a foreign pipeline and the depth shall be noted on the stake. Distinct markings shall be painted blue at the top of stakes and PVC marker pipe to designate CEGT. The Encroaching Party, when using a back hoe (of any type) shall immediately backfill the pot hole to protect the pipe and coating and the locating stake shall be maintained for future reference during construction. The Encroaching Party, when using a Hydro-Vac Unit shall immediately cover the pot hole with plywood, and surround with orange safety fencing to protect the pipe and coating and the locating stake shall be maintained for future reference during construction.
- Rock removal, no hammer hoe's permitted within 24 inches of pipeline edge. Hand operated Jack Hammers within 24 inches of pipeline may be utilized under the direction of a CEGT Inspector. Hammer bits shall always be positioned to "fail" or "slip" away from pipe during excavation. Under no circumstance is "reaching" across the pipe with a hammer hoe permitted. Batter boards shall be utilized to minimize coating damage while hammer devices are in operation. Unsupported length of in-service exposed pipeline shall be limited to 10 feet. Cover shall be returned in a timely manner on a continuous project. Should construction at the site become inactive cover shall be returned until construction activity resumes. CEGT will complete pipe inspection, coating and damage repair. Encroaching Party under direction of CEGT Inspector shall install rock shield, SB2 backfill and padding as appropriate. Otherwise the pipeline is to remain backfilled and protected prior to excavation and marked by pot holing guideline.
- Prior to construction in areas parallel to an existing pipeline, Arkansas One Call or Company shall locate the existing line with a line detector and flag it at intervals not to exceed 500 feet. In areas in which rough topography makes locating the line difficult, it may be necessary to locate the line at intervals less than 500 feet. Maintain line of site markings.
- CEGT accessory structures such as ground beds and phone lines shall be located by Arkansas One call or CEGT personnel. 72 hour prior notice is required prior to excavation. In the event damage is sustained during the excavation Encroaching Party will be responsible for repair or replacement of the damaged facility.
- No equipment shall work on top of existing CEGT pipelines. Should it become necessary to cross the CEGT pipelines with equipment, Encroaching Party shall give Company notice of intent to cross. Notice shall be given at least 72 hours prior to crossing. All temporary crossing of CEGT pipeline shall provide a minimum of 5 feet of cover or equivalent mat bridging at locations where it will be crossed with heavy equipment. Equipment or materials with a weight of greater than 85,000 pounds or in situations where the ground is muddy, soft or "pumping" a site specific pipeline crossing plan is required prior to crossing for CEGT review. Ten (10) day prior notice is required for planned overweight crossings. Written permit must be issued by CEGT prior to crossing. Heavy Equipment Crossings (Greater than 85000 pounds); Requires a minimum five (5) foot of cover plus matt bridging across CEGT. CEGT Inspector required on-site to verify cover, bridging and witness crossing. If conditions are wet or muddy we'll need to develop a sit specific crossing plan. As with any excavation we will want our Inspector on site from r/w edge to r/w edge. Trenching is allowed to within 15 feet of CEGT Pipelines.
- Blasting: Whenever blasting is employed for rock excavation within 660 feet of CEGT's facilities, CEGT shall require the Blasting Contractor / Encroaching Party to adhere to the following conditions: 72 hour prior notification, written permit issued by CEGT, a blasting buffer of 15 feet and no blasting within 15 feet of active pipelines. State, Federal regulations adhered to, all required permits acquired. Encroaching Party is responsible for all damages, both on and off the right of way, caused by blasting operations. Blasting mats and/or reduced charges are to be used to prevent damage to CEGT facilities or the facilities of others whether off or on the pipeline right of way. If loose rock or debris is scattered, Encroaching Party shall pick up such rock and debris and dispose of same to the satisfaction of CEGT.

Seismograph readings shall be taken at the closest pipeline location to the blast. Particle velocity shall be limited to 2.0 in/sec for CEGT Pipelines. Each reading shall be verified with CEGT inspector and a report of the blast event emailed to [rick.hardester@centerpointenergy.com](mailto:rick.hardester@centerpointenergy.com). Blasts producing a particle velocity greater than 2 inch per second shall have a revised blast plan that produces acceptable particle velocity or rock removal shall be done by other acceptable methods. CEGT shall conduct leak survey a minimum of once daily and at completion of blasting at each site.

- Operator Qualified Tasks: Operator Qualification Task requirements are Company specific and Company representatives must be present for performance of any covered task on the Companies in-service pipeline. Proof of DOT qualification from Contractor is required prior to initiating a Covered Task on or near an in-service pipeline. Examples; (not a comprehensive list), Excavating of in-service pipelines, Locating Pipelines, Bonding pipelines – Cad welds, Pipe inspection.
- A minimum of 3 feet of cover (cover is measured from top of pipe to ground surface) shall be maintained throughout the project site over the pipeline except in the two locations as shown on the drawing / exhibit A and identified as "Cover Exception 1" and "Cover Exception 2". The location identified as "Cover Exception 1" is a strip of land approximately 45 feet in length over the pipeline. In this area, CEGT has approved a depth of cover reduction down from a 3 feet minimum to a minimum of 2.83 feet of cover pursuant to the intended use of this area as the outfield of the baseball field. The location identified as "Cover Exception 2" is a strip of land approximately 90' feet in length over the pipeline. In this area, CEGT has approved a depth of cover reduction down from a 3 feet minimum to a minimum of 2.04 feet of cover pursuant to the intended use of this area as a grassy baseball warm up area. If the planned or actual use of either of the locations identified as "Cover Exception 1" and "Cover Exception 2" should differ from the intended use as described herein, CEGT shall be immediately notified for review and approval of minimum depth of cover required relative to the use of the property at the identified locations. In addition, at no point should the minimum cover over any part of the line be reduced to less than 2 feet.

**EXHIBIT "C"**  
Encroachment Policy  
(attached)



## OPERATING & MAINTENANCE PLAN

TITLE: <b>ENCROACHMENT</b> (Ref. 192.614)	Procedure No.:	244
	Original Date:	02/28/92
	Revision No.:	4
	Revision Date:	03/24/06
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### **A. PERMANENT STRUCTURES**

No permanent structure will be allowed on the Company's pipeline right-of-ways that may obstruct maintenance or immediate access to the pipeline. These structures include (but are not limited to) houses, trailer houses, mobile homes, camp houses, camping structures, patios, carports, sheds, barns, silos, chicken houses, water wells and non-skidded auxiliary buildings.

### **B. TREES AND CROPS**

1. Crops that are harvested annually will be allowed. The planting of trees, including Christmas trees, will not be allowed on the rights-of-way.
2. In subdivisions and sub-divided property, shrubbery may be planted and maintained.

### **C. BUILDINGS**

Small skid-mounted, domestic-type storage buildings, 12 feet by 12 feet or less, that can be pulled off the rights-of-way easily will be allowed.

### **D. DRIVEWAYS, ROADS, AND PARKING LOTS**

1. Driveways (hard surface or concrete) that cross the pipeline rights-of-way may be installed if:
  - a. It causes no cover to be removed from nor excess fill added over the pipeline, and
  - b. The pipe meets or exceeds the design requirements for the class location and the additional dead load and live load caused by the new roadway.
2. New permanent roadways may require that the existing pipe be cut out and replaced with pipe of appropriate design. Replacement pipe may be required in order to provide a proper and safe design for the additional dead load and live load caused by the new roadway.



## OPERATING & MAINTENANCE PLAN

TITLE:	<b>ENCROACHMENT</b> (Ref. 192.614)	Procedure No.:	<u>244</u>
		Original Date:	<u>02/28/92</u>
		Revision No.:	<u>4</u>
		Revision Date:	<u>03/24/06</u>
		Page No.:	<u>2 of 4</u>

3. Reasonable requests for hard surface parking areas may be allowed on the Company's rights-of-way. The pipe must meet or exceed the design requirements for the class location, the additional dead load and live load caused by the new parking area. There must be a "green" area (grass, shrubs, etc.) at least six (6) feet wide between any building and the hard surface over the pipeline to prevent any migrating of gas to the building from a leak that could develop in the pipeline. Additionally, a six (6) foot minimum length green area will be maintained for every 100 feet of hard surface area greater than 100 feet in length. Any replacement of hard surface material on these parking areas that has to be removed to allow repairs to the pipeline will be at the owner's expense.

### **E. PONDS**

The pipeline shall remain a minimum of fifteen (15) feet from the edge of water at normal level. Drainage shall not be directed over the pipeline in such a manner as to cause erosion of the ground surface from over the pipeline, excluding existing conditions. The pipeline shall remain at least fifteen (15) feet from the foot of a pond dam.

### **F. EXCAVATING AND GRADING**

A maximum of six (6) feet and a minimum of three (3) feet of cover shall be maintained over the pipeline (cover is measured from top of pipe to ground surface). All compaction work and/or excess fill added over the pipeline shall be approved by the Company. Also, any blasting within 200' of the pipeline shall be approved by the Company.

### **G. FOREIGN LINE CROSSINGS AND IRRIGATION SYSTEMS**

A foreign line shall not be laid parallel to the pipeline with less than a fifteen (15) foot offset. When crossing the pipeline with other lines a minimum of one (1) foot clearance will be required. Valve boxes shall not be laid within twenty (20) feet of the pipeline.



## OPERATING & MAINTENANCE PLAN

TITLE: <b>ENCROACHMENT</b> (Ref. 192.614)	Procedure No.:	244
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### H. CONSTRUCTION

All drawings shall be approved by Company prior to construction. The Company shall be contacted seventy-two (72) hours prior to any construction over or near a pipeline so that a Company representative may be present at the time of construction. (If there is any doubt to the location of Company's pipeline, Company shall locate and mark pipeline location.)

### I. OPTION

If a landowner or developer feels that the development is not possible with the above requirements, then pipeline relocation(s) can be considered. All adjustments made to Company's pipeline shall be made by Company or contracted out by Company. Detail cost estimates and construction scheduling can be discussed after more detailed plans are received.

### J. REIMBURSEMENT

1. Contact between Company personnel and landowners involving encroachment or development matters should be summarized in writing to the landowner. This should eliminate the chance of misunderstanding regarding any verbal agreement. A copy of this correspondence shall be sent to the Company's Right-of-Way department in Shreveport. Similarly, the applicable region will be furnished a copy of agreements negotiated by the Right-of-Way department.
2. All upgrading, relocations, and adjustments made to any Company pipeline for the purpose of development shall be 100% reimbursed to Company by the developer. All costs for the estimated project costs are to be paid prior to commencement of construction.
3. The following form shall be completed where applicable:

Form PS-7989 – Report of Encroachment on Pipeline Right of Way.

For instructions on completing the form, see Procedure No. 246, "Encroachment Reporting Procedure", in the Operating and Maintenance Plan. The form can also be accessed through the Company's PowerForms.





## OPERATING & MAINTENANCE PLAN

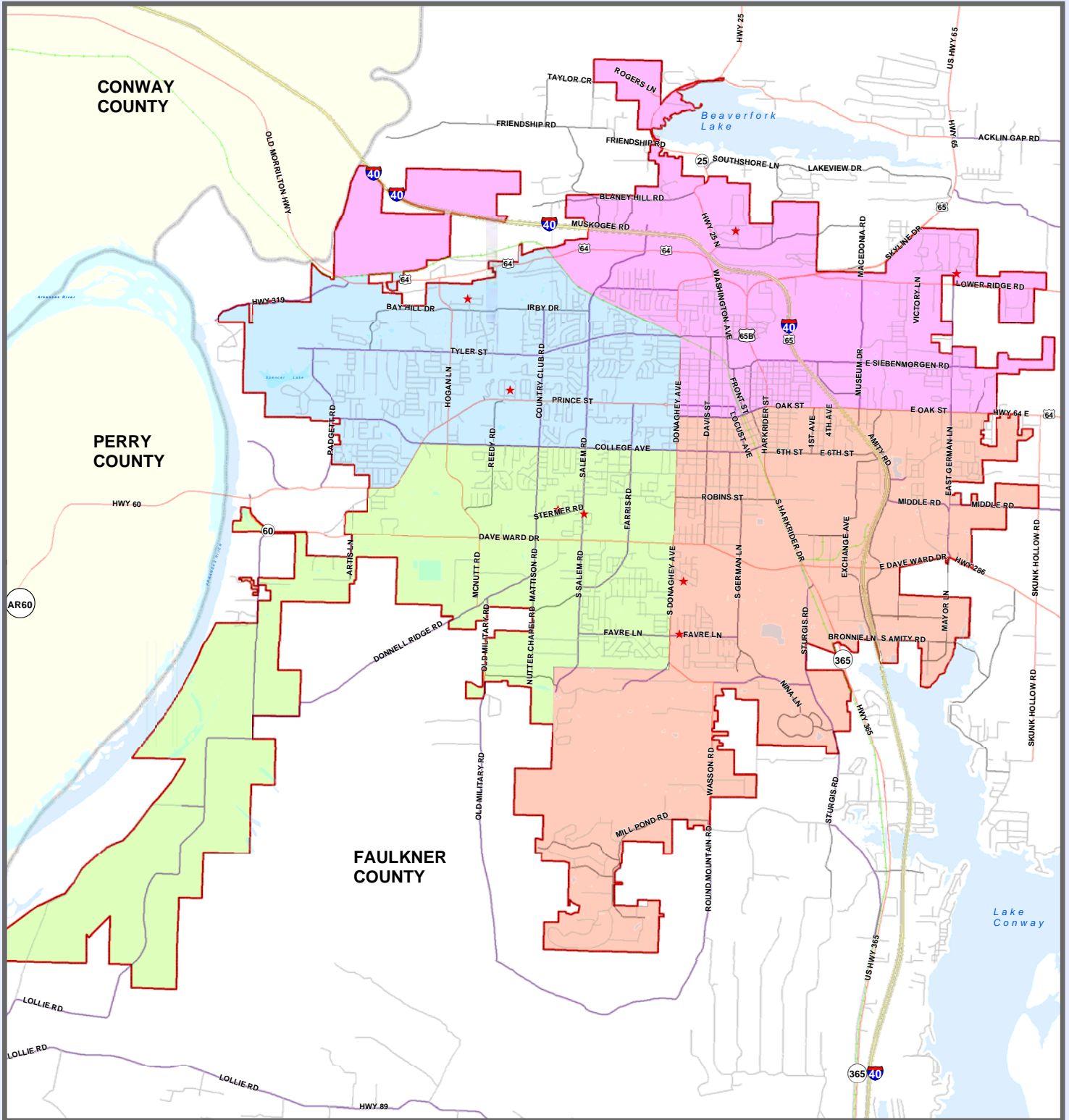
TITLE:	<b>ENCROACHMENT</b> (Ref. 192.614)	Procedure No.:	244
		Original Date:	02/28/92
		Revision No.:	4
		Revision Date:	03/24/06
		Page No.:	4 of 4

### K. RECORDS

All referenced records and correspondence in this procedure shall be sent to the Company's Right-of-Way department in Shreveport. Records will be retained for at least five years.

# CITY OF CONWAY

## CURRENT CITY COUNCIL WARDS



1 inch = 8,000 feet  
 1:96,000  
**SEPTEMBER 2011**

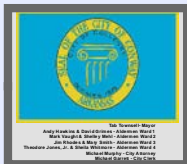
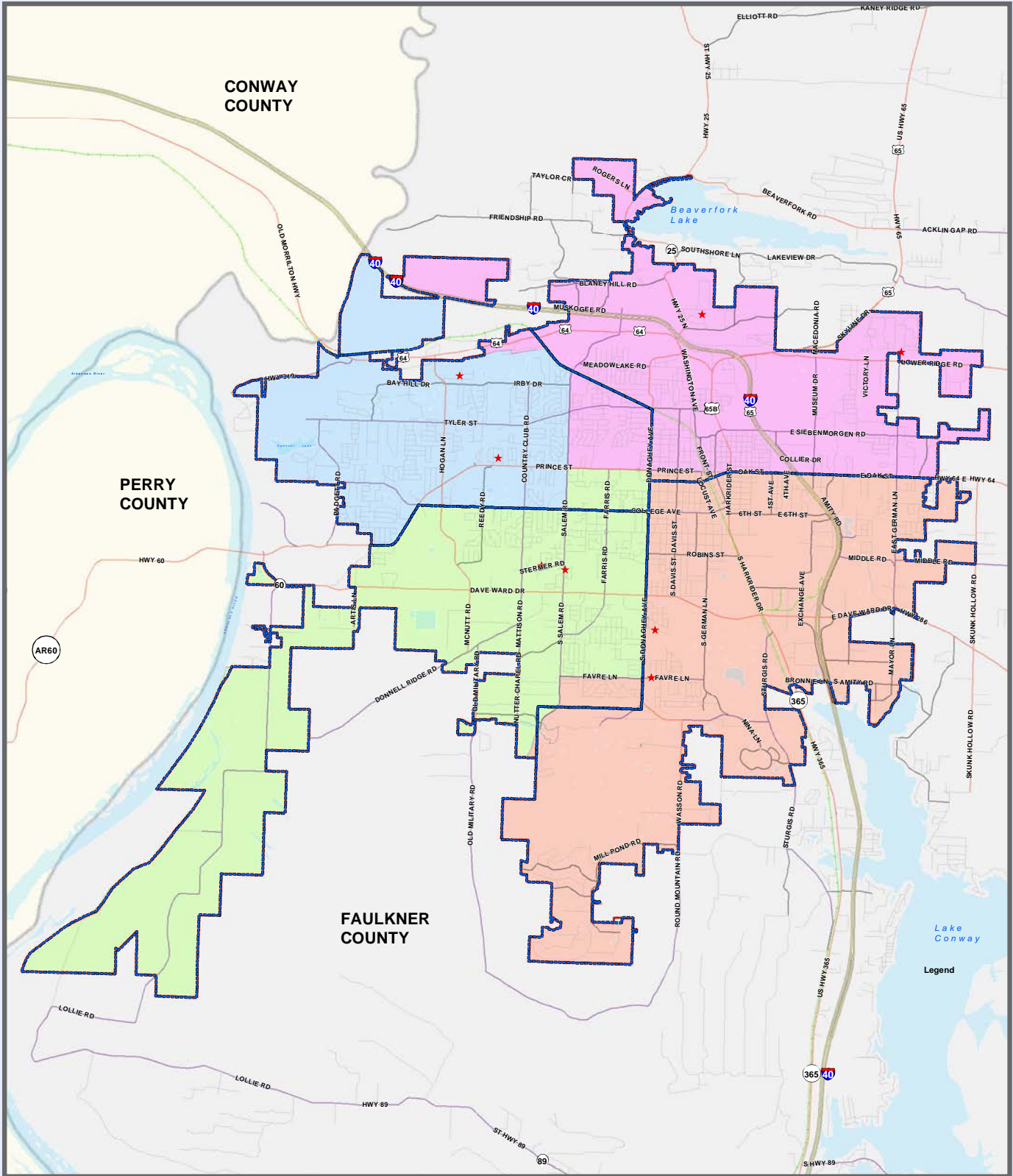
<ul style="list-style-type: none"> <li><span style="color: red;">—</span> INTERSTATE</li> <li><span style="color: blue;">—</span> MAJOR ARTERIAL</li> <li><span style="color: purple;">—</span> MINOR ARTERIAL</li> <li><span style="color: grey;">—</span> COLLECTOR</li> <li><span style="color: green;">—</span> RAILROADS</li> <li><span style="color: blue;">—</span> STREAMS</li> <li><span style="color: blue;">—</span> LAKES &amp; PONDS</li> </ul>	<p><b>Ward 1</b>                  Position 1: Andy Hawkins                  405 Louise Lane, 72034                  andy.hawkins@cityofconway.org                  Term Expires: December 2012</p> <p>Position 2: David Grimes                  344 Poppleton Drive, 72034                  david.grimes@cityofconway.org                  Term Expires: December 2014</p> <p><b>Ward 2</b>                  Position 1: Mark Vaughn                  48 Thousand Oaks Circle, 72032                  mark.vaughn@cityofconway.org                  Term Expires: December 2012</p> <p>Position 2: Shelley White                  3105 Willow Run Drive, 72032                  shelley.white@cityofconway.org                  Term Expires: December 2014</p>	<p><b>Ward 3</b>                  Position 1: Jim Rhodes                  6 Terra Cove, 72034                  jim.rhodes@cityofconway.org                  Term Expires: December 2012</p> <p>Position 2: Mary Smith                  2115 Vermont Bl, 72034                  mary.smith@cityofconway.org                  Term Expires: December 2014</p> <p><b>Ward 4</b>                  Position 1: Theodore Jones, Jr.                  1900 Favre Lane, 72034                  theodore.jones@cityofconway.org                  Term Expires: December 2012</p> <p>Position 2: Sheila Whitmore                  1885 Springwood Drive, 72034                  sheila.whitmore@cityofconway.org                  Term Expires: December 2014</p>	<p><b>VOTING WARDS</b></p> <ul style="list-style-type: none"> <li><span style="color: pink;">■</span> WARD 1</li> <li><span style="color: blue;">■</span> WARD 2</li> <li><span style="color: green;">■</span> WARD 3</li> <li><span style="color: orange;">■</span> WARD 4</li> </ul> <p> CONWAY CITY LIMITS</p>
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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: MRS. WEBSTER  
 gs.cityofconway.org (UNDER DEVELOPMENT)  
 E-MAIL: Jason.Lyon@CityofConway.org

# CITY OF CONWAY

## PROPOSED 2012 CITY COUNCIL WARDS WITH CURRENT CITY WARDS



1 inch = 9,000 feet  
1:108,000  
SEPTEMBER 2011

- INTERSTATE
- MAJOR ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- RAILROADS
- STREAMS
- LAKES & PONDS

**WARD 1**  
1. Andy Hawkins  
400 Oak Lake, 72034  
andy.hawkins@cityofconway.org  
Term Expires: December 2012

**WARD 2**  
2. David Gomez  
344 Popplewood Drive, 72034  
david.gomez@cityofconway.org  
Term Expires: December 2014

**WARD 3**  
3. Mark Vaughn  
447 Terrace Circle, 72032  
mark.vaughn@cityofconway.org  
Term Expires: December 2012

**WARD 4**  
4. Shirley Maki  
2101 Olive, Box 2002, 72032  
shirley.maki@cityofconway.org  
Term Expires: December 2012

- VOTING WARDS**
- WARD 1
  - WARD 2
  - WARD 3
  - WARD 4
- CONWAY CITY LIMITS**

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**CONTACT INFORMATION**  
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