

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



**City Council Members**  
Ward 1 Position 1 – Andy Hawkins  
Ward 1 Position 2 – David Grimes  
Ward 2 Position 1 – Wesley Pruitt  
Ward 2 Position 2 – Shelley Mehl  
Ward 3 Position 1 – Mark Ledbetter  
Ward 3 Position 2 – Mary Smith  
Ward 4 Position 1 – Theodore Jones Jr.  
Ward 4 Position 2 – Shelia Whitmore

**City of Conway - City Council Meeting**

[www.cityofconway.org](http://www.cityofconway.org)

**Tuesday, September 24<sup>th</sup>, 2013 @ 6:30pm**

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

**5:30pm Committee Meeting:**

**Presentation of Parks Master Plan Development**

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**Call to Order: Mayor Tab Townsell**  
**Roll Call: Michael O. Garrett, City Clerk/Treasurer**  
**Minutes: August 27<sup>th</sup>, 2013 & September 16<sup>th</sup>, 2013 (Special) CC Meeting**  
**Recognition: Employee Service Awards**

**1. Report of Standing Committees:**

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

1. Resolutions requesting the Faulkner County Tax Collector to place a certified lien on certain properties as a result of incurred expenses by the City.
2. Ordinance accepting and appropriating donation funds for the Conway Tree Board for Arbor Day.
3. Ordinance accepting grant proceeds from ADEQ for the Planning and Development Department.
4. Ordinance accepting and appropriating federal funding for the Community Development Block Grant Program.
5. Consideration to enter into an agreement with various organizations for the Community Development Block Grant Program.
6. Consideration of right of way purchase from Conway Corporation for the Conway Municipal Airport.
7. Consideration to award a contract to Thomas & Associates for the new relocated Conway Municipal Airport.
8. Consideration of a request from Gridiron Towers for a conditional use permit to allow a transmission tower at 1601 South Donaghey Ave.
9. Consideration of a request from Gridiron Towers for a conditional use permit to allow a transmission tower at northwest corner of Salem Road and Irby Drive.
10. Consideration of a request from Gridiron Towers for a conditional use permit to allow a transmission tower at the southwest corner of Pat's Lane and Don's Lane.
11. Ordinance to rezone property at 101 Hubbard Road from R-1 to PUD.
12. Ordinance amending the Northeast Old Conway Area specific plan to allow transitional housing at certain properties in the Brown's subdivision.

**B. Public Services Committee (Sanitation, Parks & Recreation & Physical Plant)**

1. Ordinance appropriating revenue funds received from Southern Farm Bureau for the Conway Physical Plant.

**C. Finance**

1. Ordinance authorizing the reclassification of a Payroll Officer to a Budget Analyst II for the Conway Finance Department.
2. Consideration to approve the monthly financial reports ending August 31, 2013.

**D. Old Business**

**E. New Business**

**Adjournment**

# City of Conway Parks Master Plan Development

City of Conway  
UCA Interdisciplinary PhD in Leadership,  
Geography, & Environmental Science  
September 10, 2013

# Project Objectives

- ◆ Metroplan Grant -Develop a Master plan of the Conway Parks System
  - Inventory (Type & Location)
  - Usage
  - Amenities
  - Connectivity
- ◆ Development of City of Conway Parks and Recreation Master Plan
  - Availability
  - Future Need

# Project Status

- ◆ Analysis of Conway Park System
  - Inventory - Completed
  - Usage - On-going
  - Amenities - Completed
  - Connectivity - Completed
- ◆ Development of City of Conway Parks and Recreation Master Plan
  - Future Need
    - Analysis of demographic data - in progress
    - **Town Hall Meetings - pending**
    - Plan Development - complete by spring 2014
  - Availability - Funding

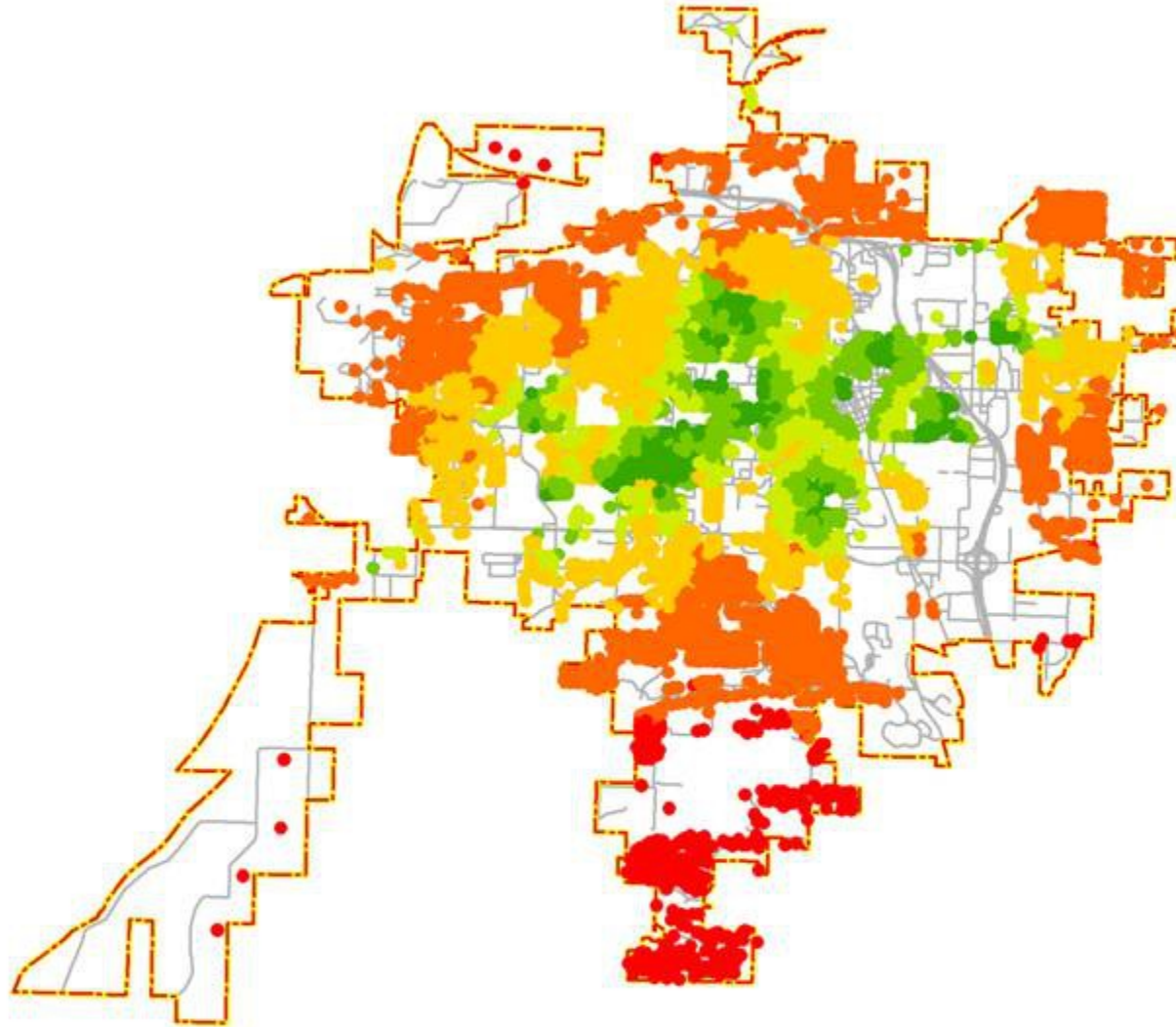
### Closest Park Facility Summary - Walking

	Total	Race				Age	Household Information			Average
Name	Population	White	Black	Asian	Other	Under 18	Count	Average Size	Female Headed	Walking Time
Airport Park	737	431	247	8	51	191	299	2.47	80	7.34
Fifth Avenue Park	621	327	240	10	44	170	256	2.43	64	8.04
Laurel Park	2,333	1,860	258	109	106	438	987	2.36	120	9.28
Simon Park	2,201	1,594	436	14	157	388	1,000	2.20	132	10.98
Pine Street Park	2,691	1,691	751	33	215	450	679	3.96	167	12.76
Bainbridge Park	1,453	1,283	112	17	42	349	546	2.66	45	14.42
Pompe Park	1,398	1,306	55	15	22	324	542	2.58	41	16.80
Tucker Creek	10,516	8,540	1,327	286	364	2,375	3,834	2.74	382	20.26
Gatlin Park	8,910	7,154	1,231	124	401	2,245	3,748	2.38	471	20.90
City of Colleges Park	5,004	3,269	1,338	44	352	1,230	1,913	2.62	334	26.80
McGee Center	10,320	8,675	1,037	188	420	2,824	4,088	2.52	414	28.66
Conway Station Park	11,324	8,202	2,072	261	790	2,324	3,962	2.86	569	30.26
Conway Soccer Park	211	169	31	4	7	55	85	2.47	11	32.81
Cadron Settlement Park	26	25	-	1	-	6	10	2.51	1	36.95
Don Owen Sports Complex	1,020	946	40	6	28	208	399	2.56	28	39.18
Beaverfork Lake Park	143	138	3	0	2	28	59	2.44	8	42.64

Council Position	Closest Park or Facility	Walking Time	Distance
1.1	Tucker Creek Path South	9.02	0.45
3.1	McGee Center	10.34	0.52
1.2	Tucker Creek Path South	12.85	0.64
2.1	Gatlin Park	16.06	0.80
3.2	McGee Center	24.03	1.20
4.2	Conway Station Park	27.85	1.39
4.1	Conway Station Park	39.28	1.96
2.2	Don Owen Sports Complex	39.74	1.99
	Average:	22.40	1.12

Council Position	Closest Park w/Picnic Tables	Walking Time	Distance
1.1	Tucker Creek Path South	9.02	0.45
1.2	Tucker Creek Path South	12.85	0.64
2.2	Don Owen Sports Complex	39.74	1.99
3.1	Bainbridge Park	39.87	1.99
2.1	Pine Street Park	42.97	2.15
4.2	Tucker Creek Path South	44.01	2.20
3.2	Bainbridge Park	53.55	2.68
4.1	Tucker Creek Path South	55.44	2.77
	Average:	37.18	1.86

# Average Walking Time



- Under 5 minutes
- 5 - 10 minutes
- 10 - 15 minutes
- 15 - 30 minutes
- 30 - 60 minutes
- Over 60 minutes



# Public Comment – Where we are now.

- ◆ Public Meetings (Town Hall Meetings)
  - Inform & Educate Citizens Regarding Project
  - Obtain Citizen Comments on Parks
    - Location -wards? and number in each?
    - Usage
    - Amenities
    - Connectivity
  - Methods
    - Public Comments
    - Surveys
  - Individual Projects
    - Interviews
    - Specific Surveys
- ◆ Timeline – October 2013

# Your Assistance is Needed

- ◆ Identify best location for town hall meeting in your Ward
- ◆ Identify best days/time for town hall meeting.
- ◆ Identify key citizens willing to assist publicizing the meeting.
- ◆ Request the attendance of citizens, particularly those citizens in underserved areas of City.
- ◆ Attend the town hall meeting.
- ◆ **Questions?**

# Thank you!

- ◆ Contact Information

[PhDLeadership@uca.edu](mailto:PhDLeadership@uca.edu)



# MEMO

**TO:** Mayor Tab Townsell  
**CC:** City Council Members  
Lisa Mabry Williams  
**FROM:** Felicia Rogers  
**DATE:** September 24<sup>th</sup>, 2013  
**SUBJECT:** Employee Service Awards

**Message:**

The following employees will be recognized at the September 24, 2013 City Council meeting for various years of service to the City of Conway. Join us to thank them for their service.

They are as follows:

**5 Years of Service:**

Dara Tapley, Administrative Assistant II	Police
Lynn Hicks, Asst. Director of Permits/Code Enforcement	Permits & Code Enforcement
Tom Tubaugh, Special Projects Coordinator	Parks & Recreation
Officer Chris Adkins	Police
Officer Joey Balentine	Police
Firefighter Steven Craig	Fire

**10 Years of Service:**

Sergeant Ray Mudgett	Police
Engineer Charles Hankins	Fire
Officer Thad Burrow	Police

**15 Years of Service:**

Cindy Hicks, Deputy Court Clerk	District Court
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**20 Years of Service:**

Donna Rappold, District Court Clerk Division	District Court
Officer Thomas Knopp	Police



# MEMO

**TO:** Mayor Tab Townsell

**CC:** City Council Members  
Barbara McElroy

**FROM:** Felicia Rogers

**DATE:** September 12<sup>th</sup>, 2013

**SUBJECT:** Certified Liens – Code Enforcement

**Message:**

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.	9 West Rockwood Drive	\$197.55
2.	105 Eve Lane	\$205.71
3.	2907 Charles Circle	\$294.47
4.	10 Azalea Loop	\$396.10
5.	1637 Clifton Street	\$410.03
6.	2002 Prince Street	\$1805.56

Please advise if you have any questions.

Thank you for your consideration.



**City of Conway, Arkansas**  
**Resolution No. R-13-\_\_\_\_\_**

**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 **9 West Rockwood 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 **\$197.55** (\$152.32 + Penalty-\$15.23 + filing fee-\$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

**WHEREAS**, a hearing for the purpose of determine such lien has been set for **September 24<sup>th</sup>, 2013** 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 24<sup>th</sup> day of September, 2013.

**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 5, 2013

Re: 9 West Rockwood

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- June 12th, 2013– Warning Violation written regarding grass by Tim Wells.
- Property Owner is listed as Federal Loan Mortgage Corporation.
- Property was rechecked on 6/20/2013 with no progress being made.
- Certified and regular letters were mailed 6/24/2013 to address on file.
- Property was rechecked on 7/15 & 7/23/2013 with no progress.
- Final Cleanup finished on 7/31/2013.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

If you have any questions please advise.

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

1201 Oak Street  
Conway, Arkansas 72032  
[www.cityofconway.org](http://www.cityofconway.org)



**Barbara McElroy**

Conway Permits & Code Enforcement  
Phone 501-450-6107  
Fax 501-450-6144

July 31, 2013

**CORRECTION NOTICE**

**Parcel # 710-07175-000**

Federal Home Loan Mortgage Corp.  
Freddie Mac  
5000 Plano Parkway  
Carrollton, TX 75010

**RE: Nuisance Abatement at 9 West Rockwood Drive, Conway AR**  
**Cost of Clean-Up, Amount Due: \$152.32**

To whom it may concern:

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

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

At its **September 24th, 2013 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

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

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

Sincerely,

Barbara McElroy



# INVOICE

## City of Conway Code Enforcement

DATE: SEPTEMBER 13, 2013

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

TO Federal Home Loan Mortgage Corp.  
Freddie Mac  
5000 Plano Parkway  
Carrollton, TX 75010

Description: Mowing/Clean up/Admin Fees  
associated with the nuisance abatement at  
9 West Rockwood Conway Arkansas

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Tim Wells	710-07175-000		September 10, 2013

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Employee -Mowing	15.23	15.23
1	Employee -Mowing	16.22	16.22
1	Employee -Mowing	10.48	10.48
1	Employee-Mowing	10.48	10.48
1	Employee-Mowing	10.48	10.48
1	Maintenance Fee	15.00	15.00
1	Administrative Fee (Barbara McElroy)	24.15	24.15
1	Administrative fee (Tim Wells)	16.32	16.32
1	Administrative Fee (Glenn Berry)	26.50	26.50
2	Certified Letter	3.29	6.58
2	Regular letter	.44	.88
TOTAL BY 9/10/2013			\$152.32
TOTAL AFTER 9/10/2013			\$197.55

- Total amount due after 9/10/2013 includes collection penalty & filing fees

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

**Conway Code Enforcement  
Incident Report**

**Date of Violation:** 06/12/13

**Violator Name:** Federal Home Loan Mortgage Corporation

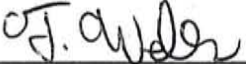
**Address of Violation:** 9 West Rockwood

**Violation Type:** Grass over 8 inches

**Warning #:** CE7208

**Description of Violation and Actions Taken:** On 06/12/13, Code Enforcement Officer Tim Wells wrote a warning to correct violation at 9 West Rockwood for grass over eight inches long. On 06/20/13 a recheck was conducted and there was no progress made. Certified letter was sent on 06/24/13 and delivered on 06/27/13. A second recheck was conducted on 07/15/13 and there was no progress. A third recheck was conducted on 07/24/13 and no progress was made. Cleanup was scheduled. Cleanup was completed on 07/30/13.

**Code Enforcement Officer:** Tim Wells

**Officer Signature:** 

**Date:** 09/11/13

**Time:** 2:43



**City of Conway, Arkansas  
Resolution No. R-13-\_\_\_\_\_**

**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 105 Eve Lane within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904; and

**WHEREAS**, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$205.71 (\$159.74 + Penalty-\$15.97 + filing fee-\$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

**WHEREAS**, a hearing for the purpose of determine such lien has been set for **September 24<sup>th</sup>, 2013** 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 24<sup>th</sup> day of September, 2013.

**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 5, 2013

Re: 105 Eve Lane

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- June 5th, 2013– Warning Violation written regarding grass by Tim Wells.
- Property Owner is listed as Steven Seals.
- Property was rechecked on 6/13/2013 with front yard being mowed but no progress on back yard.
- Certified and regular letters were mailed 6/18/2013 to address on file.
- Property was rechecked on 7/3, 7/10 & 7/18 with little progress.
- Contact was made to owner and owner stated he would have it mowed by July 29<sup>th</sup>.
- Property was rechecked on 7/30/13 with no progress.
- Final Cleanup finished on 8/5/2013.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

If you have any questions please advise.

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

1201 Oak Street  
Conway, Arkansas 72032  
[www.cityofconway.org](http://www.cityofconway.org)



**Barbara McElroy**

Conway Permits & Code Enforcement  
Phone 501-450-6107  
Fax 501-450-6144

August 6, 2013

**CORRECTION NOTICE**

**Parcel # 712-00218-000**

Steven Seals  
105 Eve Lane  
Conway, AR 72034

**RE: Nuisance Abatement at 105 Eve Lane, Conway AR**  
**Cost of Clean-Up, Amount Due: \$159.74**

Dear Mr. Seals,

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

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

At its **September 24th, 2013 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

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

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

Sincerely,

Barbara McElroy

# INVOICE

## City of Conway Code Enforcement

DATE: SEPTEMBER 13, 2013

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

TO Steven Seals  
105 Eve Lane  
Conway, AR 72034

Description: Mowing/Clean up/Admin Fees  
associated with the nuisance abatement at  
105 Eve Lane Conway Arkansas

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Tim Wells	712-00218-000		September 10th, 2013

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	1 Employee -Mowing	15.23	15.23
1	1 Employee -Mowing	16.22	16.22
1	1 Employee -Mowing	17.90	17.90
1	1 Employee-Mowing	10.48	10.48
1	1 Employee-Mowing	10.48	10.48
1	Maintenance Fee	15.00	15.00
1	Administrative Fee (Barbara McElroy)	24.15	24.15
1	Administrative fee (Tim Wells)	16.32	16.32
1	Administrative Fee (Glenn Berry)	26.50	26.50
2	Certified Letter	3.29	6.58
2	Regular letter	.44	.88
<b>TOTAL BY 9/10/2013</b>			<b>\$159.74</b>
<b>TOTAL AFTER 9/10/2013</b>			<b>\$205.71</b>

- Total amount due after 9/10/2013 includes collection penalty & filing fees

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

**Conway Code Enforcement  
Incident Report**

**Date of Violation:** 06/05/13

**Violator Name:** Steven Seals

**Address of Violation:** 105 Eve Lane

**Violation Type:** Grass over 8 inches

**Warning #:** CE7066

**Description of Violation and Actions Taken:** On 06/05/13, Code Enforcement Officer Tim Wells wrote a warning to correct violation at 105 Eve Lane for grass over eight inches long. On 06/13/13 a recheck was conducted and the front yard had been mowed, but the back yard was still overgrown. Certified letter was delivered on 06/24/13. On 07/03/13 a second recheck was conducted and there was some progress on the back yard, but a majority of the back yard had not been mowed. A third recheck was conducted on 07/10/13 and there was some progress on the back yard. On 07/18/13 a fourth recheck was conducted and no progress had been made. On 07/25/13 a fifth recheck was conducted and no progress had been made. Officer Wells spoke with Steven Seals and he stated he would mow by 07/29/13. On 07/30/13 a sixth recheck was conducted and no progress had been made. Cleanup was scheduled. Cleanup was completed on 08/02/13.

**Code Enforcement Officer:** Tim Wells

**Officer Signature:** Tim Wells

**Date:** 09/11/13      **Time:** 3:43



**City of Conway, Arkansas**  
**Resolution No. R-13-\_\_\_\_\_**

**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 2907 Charles Circle within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

**WHEREAS**, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$294.47 (\$240.43 + Penalty-\$24.04 + filing fee-\$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

**WHEREAS**, a hearing for the purpose of determine such lien has been set for **September 24<sup>th</sup>, 2013** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

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

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

**ADOPTED** this 24th day of September, 2013.

**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 5, 2013

Re: 2907 Charles Circle

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- June 11<sup>th</sup>, 2013– Warning Violation written regarding grass and trash by Tim Wells.
- Property Owner is listed as Michael Desilva.
- Property was rechecked on 6/19/2013 with no progress being made.
- Certified and regular letters were mailed 6/20/2013 to address on file.
- Property was rechecked on 7/15 & 7/23/2013 with no progress.
- Final Cleanup finished on 8/9/2013.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

If you have any questions please advise.

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

1201 Oak Street  
Conway, Arkansas 72032  
[www.cityofconway.org](http://www.cityofconway.org)



**Barbara McElroy**

Conway Permits & Code Enforcement  
Phone 501-450-6107  
Fax 501-450-6144

August 12, 2013

**Parcel # 710-08355-059**

Michael Desilva  
3011 Montford Court  
Sugar Land, Texas 77478

**RE: Nuisance Abatement at 2907 Charles Circle, Conway AR**  
**Cost of Clean-Up, Amount Due: \$240.43**

Dear Mr. Desilva,

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

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

At its **September 24th, 2013 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

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

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

Sincerely,

Barbara McElroy

# INVOICE

## City of Conway Code Enforcement

DATE: SEPTEMBER 13, 2013

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

TO Michael Desilva  
3011 Montford Court  
Sugar Land, Texas 77478

Description: Mowing/Clean up/Admin Fees  
associated with the nuisance abatement at  
2907 Charles Circle Conway Arkansas

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Tim Wells	710-08355-059		September 24th, 2013

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	1 Employee -Mowing/Cleanup	30.88	30.88
1	1 Employee -Mowing/Cleanup	26.50	26.50
2	2 Employee -Mowing/Cleanup	15.23	30.46
2	2 Employee- Mowing/Cleanup	17.90	35.80
2	Maintenance Fee	15.00	30.00
1	Landfill fee	12.36	12.36
1	Administrative Fee (Barbara McElroy)	24.15	24.15
1	Administrative fee (Tim Wells)	16.32	16.32
1	Administrative Fee (Glenn Berry)	26.50	26.50
2	Certified Letter	3.29	6.58
2	Regular letter	.44	.88
<b>TOTAL DUE 9/24/2013</b>			<b>\$240.43</b>
<b>TOTAL AFTER 9/24/2013</b>			<b>\$294.47</b>

- Total amount due after 9/24/2013 includes collection penalty & filing fees

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

**Conway Code Enforcement  
Incident Report**

**Date of Violation:** 06/11/13

**Violator Name:** Michael Desilva

**Address of Violation:** 2907 Charles Circle

**Violation Type:** Grass over 8 inches, limbs in yard, and trash in driveway and yard.

**Warning #:** CE7193

**Description of Violation and Actions Taken:** On 06/11/13, Code Enforcement Officer Tim Wells wrote a warning to correct violation at 2907 Charles Circle for grass over eight inches long, limbs in yard, and trash in driveway and yard. On 06/19/13 a recheck was conducted and there was no progress made. Certified letter was sent on 06/28/13 and delivered on 06/29/13. A second recheck was conducted on 07/15/13 and there was no progress. A third recheck was conducted on 07/24/13 and no progress was made. Cleanup was scheduled. Cleanup was completed on 08/09/13.

**Code Enforcement Officer:** Tim Wells

**Officer Signature:** Tim Wells

**Date:** 09/11/13

**Time:** 2:20



City of Conway, Arkansas  
Resolution No. R-13-\_\_\_\_\_

**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 **10 Azalea Loop** 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 **\$396.10** (\$332.82 + Penalty-\$33.28 + filing fee-\$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

**WHEREAS**, a hearing for the purpose of determine such lien has been set for **September 24<sup>th</sup>, 2013** 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 24<sup>th</sup> day of September, 2013.

**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 5, 2013

Re: 10 Azalea Loop

---

- June 25th, 2013– Warning Violation written regarding grass, rubbish and trash by Tim Wells.
- Property Owner is listed as RC Tindall.
- Property was rechecked on 7/3/ with no progress being made.
- Certified and regular letters were mailed 7/15/2013 to address on file.
- Property was rechecked on 7/24/2013 with no progress.
- Final Cleanup finished on 7/31/2013.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

If you have any questions please advise.

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

1201 Oak Street  
Conway, Arkansas 72032  
[www.cityofconway.org](http://www.cityofconway.org)



**Barbara McElroy**

Conway Permits & Code Enforcement  
Phone 501-450-6107  
Fax 501-450-6144

August 1, 2013

**CORRECTION NOTICE**

**Parcel # 711-00035-000**

RC Tindall  
10 Azalea Loop  
Conway, AR 72032

**RE: Nuisance Abatement at 10 Azalea Loop, Conway AR**  
**Cost of Clean-Up, Amount Due: \$332.82**

Dear Mr. Tindall,

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

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

At its **September 24th, 2013 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

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

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

Sincerely,

Barbara McElroy

# INVOICE

## City of Conway Code Enforcement

DATE: SEPTEMBER 13, 2013

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

TO RC Tindall  
10 Azalea Loop  
Conway, AR 72032

Description: Mowing/Clean up/Admin Fees  
associated with the nuisance abatement at  
10 Azalea Loop Conway Arkansas

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Tim Wells	711-00035-000		September 10th, 2013

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
3	Employee -Mowing/Cleanup	15.23	45.69
3	Employee -Mowing/Cleanup	16.22	48.66
3	Employee -Mowing/Cleanup	10.48	31.44
3	Employee-Mowing/Cleanup	10.48	31.44
3	Employee-Mowing/Cleanup	10.48	31.44
3	Maintenance Fee	15.00	45.00
	Landfill Fee's (2 trips @ \$12.36 each)	12.36	24.72
1	Administrative Fee (Barbara McElroy)	24.15	24.15
1	Administrative fee (Tim Wells)	16.32	16.32
1	Administrative Fee (Glenn Berry)	26.50	26.50
2	Certified Letter	3.29	6.58
2	Regular letter	.44	.88
<b>TOTAL BY 8/13/2013</b>			<b>\$332.82</b>
<b>TOTAL AFTER 8/13/2013</b>			<b>\$396.10</b>

- Total amount due after 9/10/2013 includes collection penalty & filing fees

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



**Conway Code Enforcement  
Incident Report**

**Date of Violation:** 06/25/13

**Violator Name:** RC Tindall

**Address of Violation:** 10 Azalea Loop

**Violation Type:** Grass over 8 inches and rubbish/trash

**Warning #:** CE7354

**Description of Violation and Actions Taken:** On 06/25/13, Code Enforcement Officer Tim Wells wrote a warning to correct violation at 10 Azalea Loop for grass over eight inches long and rubbish/trash. On 07/03/13 a recheck was conducted and there was no progress made. Certified letter was delivered on 07/15/13. A second recheck was conducted on 07/24/13 and there was no progress. Cleanup was scheduled. Cleanup was completed on 07/30/13.

**Code Enforcement Officer:** Tim Wells

**Officer Signature:** J. Wells

**Date:** 09/11/13

**Time:** 3:26



**City of Conway, Arkansas  
Resolution No. R-13-\_\_\_\_\_**

**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 **1637 Clifton** 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 **\$410.03** (\$345.49 + Penalty-\$34.54 + filing fee-\$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

**WHEREAS**, a hearing for the purpose of determine such lien has been set for **September 24<sup>th</sup>, 2013** 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 24<sup>th</sup> day of September, 2013.

**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 5, 2013

Re: 1637 Clifton Street

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- June 11th, 2013– Warning Violation written regarding grass, rubbish and trash by Tim Wells.
- Property Owner is listed as Joshua Stramiello.
- Property was rechecked on 6/9/2013 with no progress being made.
- Phone call was made 6/20/213 and left message to bring property up to code and rechecked on 6/28/2013 with no progress.
- Certified and regular letters were mailed 7/2/2013 to address on file.
- Property was rechecked on 7/15 & 7/24/2013 with no progress.
- Final Cleanup finished on 7/31/2013.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

If you have any questions please advise.

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

1201 Oak Street  
Conway, Arkansas 72032  
[www.cityofconway.org](http://www.cityofconway.org)



**Barbara McElroy**

Conway Permits & Code Enforcement  
Phone 501-450-6107  
Fax 501-450-6144

August 1, 2013

**CORRECTION NOTICE**

**Parcel # 710-01717-000**

Joshua Stramiello  
1637 Clifton Street  
Conway, AR 72032

**RE: Nuisance Abatement at 1637 Clifton Street, Conway AR**  
**Cost of Clean-Up, Amount Due: \$345.49**

Dear Mr. Stramiello,

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

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

At its **September 24th, 2013 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

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

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

Sincerely,

Barbara McElroy

# INVOICE

## City of Conway Code Enforcement

DATE: SEPTEMBER 13, 2013

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

TO Joshua Stramiello  
1637 Clifton Street  
Conway, AR 72032

Description: Mowing/Clean up/Admin Fees  
associated with the nuisance abatement at  
1637 Clifton Street Conway Arkansas

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Tim Wells	710-01717-000		September 10th, 2013

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
3	Employee -Mowing/Cleanup	15.23	45.69
3	Employee -Mowing/Cleanup	16.22	48.66
3	Employee -Mowing/Cleanup	10.48	31.44
3	Employee-Mowing/Cleanup	10.48	31.44
3	Employee-Mowing/Cleanup	10.48	31.44
3	Maintenance Fee	15.00	45.00
	Landfill Fee's (3 trips \$17.56, \$14.83, \$5.00)		37.39
1	Administrative Fee (Barbara McElroy)	24.15	24.15
1	Administrative fee (Tim Wells)	16.32	16.32
1	Administrative Fee (Glenn Berry)	26.50	26.50
2	Certified Letter	3.29	6.58
2	Regular letter	.44	.88
<b>TOTAL BY 8/13/2013</b>			<b>\$345.49</b>
<b>TOTAL AFTER 8/13/2013</b>			<b>\$410.03</b>

- Total amount due after 9/10/2013 includes collection penalty & filing fees

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

**Conway Code Enforcement  
Incident Report**

**Date of Violation:** 06/11/13

**Violator Name:** Joshua Stramiello

**Address of Violation:** 1637 Clifton Street

**Violation Type:** Grass over 8 inches and rubbish/trash

**Warning #:** CE7183

**Description of Violation and Actions Taken:** On 06/11/13, Code Enforcement Officer Tim Wells wrote a warning to correct violation at 1637 Clifton Street for grass over eight inches long and rubbish/trash in the front and back yard. On 06/19/13 a recheck was conducted and there was no progress made. On 06/20/13 the office left a message to correct violations. A second recheck was conducted on 06/28/13 and no progress was made. Certified letter was sent on 07/02/13 and delivered on 07/08/13. A third recheck was conducted on 07/15/13 and there was no progress. A fourth recheck was conducted on 07/24/13 and no progress was made. Cleanup was scheduled. Cleanup was completed on 07/30/13.

**Code Enforcement Officer:** Tim Wells

**Officer Signature:** J. Wells

**Date:** 09/11/13

**Time:** 3:08



City of Conway, Arkansas  
Resolution No. R-13-\_\_\_\_\_

**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 2002 Prince 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 \$1805.56 (\$1614.15 + Penalty-\$161.41 + filing fee-\$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

**WHEREAS**, a hearing for the purpose of determine such lien has been set for **September 24<sup>th</sup>, 2013** 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 24<sup>th</sup> day of September, 2013.

**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 5, 2013

Re: 2002 Prince Street

---

- Property Owner is listed as Steven & Suzanne Johns.
- Property went before council after giving property owners time to remove structure on 4/9/2013 and passed by R-13-17
  1. Bids were taken out May 31, 2013.
  2. Three (3) bids were submitted with Resurgence Demolition & Environmental being the lowest bid at \$1500.00
- Structure was torn down and completed on 8/19/2013.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

If you have any questions please advise.



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

1201 Oak Street  
Conway, Arkansas 72032  
[www.cityofconway.org](http://www.cityofconway.org)



**Barbara McElroy**

Conway Permits & Code Enforcement  
Phone 501-450-6107  
Fax 501-450-6144

August 20, 2013

**Parcel # 710-04574-000**

Steven & Suzanne Johns  
5063 E County Road 132  
Blytheville, AR 72315

**RE: Nuisance Abatement at 2002 Prince Street, Conway AR**  
**Cost of Clean-Up, Amount Due: \$1614.15**

Dear Mr. & Mrs. Johns,

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

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

At its **September 24th, 2013 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

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

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

Sincerely,

Barbara McElroy

# INVOICE

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

DATE: SEPTEMBER 13, 2013

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

TO Steven & Suzanne Johns  
 5063 E County Road 132  
 Blytheville, AR

Description: Mowing/Clean up/Admin Fees  
 associated with the nuisance abatement at  
 2002 Prince Street

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Bill Haynes	710-04574-000		September 24th, 2013

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Demolition bid (Shed behind garage only)	1500.00	1500.00
	Legal Notice	37.30	37.30
1	Administrative Fee (Barbara McElroy)	24.15	24.15
1	Administrative fee (Bill Haynes)	18.74	18.74
1	Administrative Fee (Glenn Berry)	26.50	26.50
2	Certified Letter	3.29	6.58
2	Regular letter	.44	.88

- Total amount due after 9/24/2013 includes collection penalty & filing fees

TOTAL BY 9/24/2013	\$1614.15
TOTAL AFTER 9/24/2013	\$1805.56

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

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

**Conway Code Enforcement  
Incident Report**

**Date of Violation:** February 25, 2013

**Violator Name:** Steven and Suzanne Johns

**Address of Violation:** 2002 Prince Street

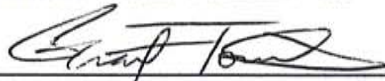
**Violation Type:** Rubbish/trash, appliance/furniture, dilapidated structure

**Warning #:** CE6558

**Description of Violation and Actions Taken:**

On 2-25-13, I was contacted by a resident of Watkins Street about the conditions of the house located at 2002 Prince Street. I went to the listed address and found that the house was vacant and appeared to be in the foreclosure process, due to postings on the property. The property was in violation of the Conway Nuisance Abatement Code; sections 3.5.1, 3.5.3 and 1.7.1, for rubbish/trash, appliance/furniture and dilapidated structure. I issued a warning for the listed property owners as found in Arkansas County Data. The letters were sent both regular and certified mail on 2-26-13. The property was rechecked on 3-25-13 with no progress made. Code Enforcement Assistant Barbara McElroy spoke to Mr. Johns by phone on 3-26-13. Mr. Johns stated during this conversation that he did not have the time or money to clean the property up. Johns was informed at this time that the matter would go before the city council in order for the City of Conway to take action to clean the property up. Pictures were taken of the property on 3-27-13 that show the conditions of the property and are on file for review. The property is still owned by the Johns'. The bank, Bank of America, has not taken ownership of the property at this time.

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

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

**Date:** 3-27-13

**Time:** 1347



**City of Conway, Arkansas**  
**Ordinance No. O-13-\_\_\_\_\_**

**AN ORDINANCE ACCEPTING AND APPROPRIATING DONATION FUNDS FOR THE CONWAY TREE BOARD TO HELP PAY FOR EXPENSES ASSOCIATED WITH THE ANNUAL ARBOR DAY CELEBRATION; AND FOR OTHER PURPOSES;**

**Whereas**, donations in the amount of \$5,000 were received from Conway Corp in support of the annual Arbor Day celebration; and

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

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

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

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

Passed this 24<sup>th</sup> day of September, 2013.

**Approved:**

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

**Attest:**

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



**City of Conway, Arkansas**  
**Ordinance No. O-13-\_\_\_\_\_**

**AN ORDINANCE ACCEPTING GRANT PROCEEDS FROM ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY FOR GIS (GEOGRAPHIC INFORMATION SYSTEM) WORK IN UPDATING NHD HUC'S AND APPROPRIATING FUNDS FOR GIS PURPOSES WITHIN THE PLANNING AND DEVELOPMENT DEPARTMENT, AND FOR OTHER PURPOSES:**

**Whereas**, the Arkansas Department of Environmental Quality (ADEQ) has awarded grant funds to the City of Conway for work performed by the Conway GIS Coordinator updating Fayetteville Shale Play and other maps for the US Geological Survey. These grant funds will provide funding for updates to the Conway GIS including new aerial photography, updated GIS computer equipment, GPS units to aid code enforcement and planning functions, GIS software maintenance, and Conway GIS staff conference training. No city match is required as part of this grant; and

**Whereas**, ADEQ has provided a grant in the amount of \$25,000 for the cost of work performed by the Conway GIS Coordinator for NHD hydrologic unit code map updates.

**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 ADEQ in the amount of \$25,000 and appropriate said funds from (399-000-4751, State Grant Revenue); into the following accounts:

**Project A**

<b>\$2,000</b>	<b>399-105-5720</b>
<b>\$1000</b>	<b>399-105-5750</b>
<b>\$ 3000</b>	<b>399-105-5760</b>
<b>\$ 3000</b>	<b>399-105-5930</b>
<b>\$16,000</b>	<b>399-105-5799</b>

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

**PASSED** this 24<sup>th</sup> day of September, 2013.

**Approved:**

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

**Attest:**

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



**City of Conway, Arkansas**  
**Ordinance No. O-13-\_\_\_\_\_**

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

**Whereas**, the Department of Housing and Urban Development (“HUD”) has awarded grant funds to the Community Development Block Grant (“CDBG”) in the amount of \$417,514 for FY 2013 funding.

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

**Section 1.** The City of Conway shall accept grant proceeds from HUD in the amount of \$417,514 for CDBG activities.

**Section 2.** The City of Conway shall appropriate \$417,514 to the following projects:

\$200,000	Faulkner County Council on Aging Down payment
\$5,000	Children’s Advocacy Alliance Examination Const.
\$55,000	Pine Street Area Revitalization
\$5,591	Bethlehem House Transportation
\$10,591	Boys and Girls Club of Faulkner County
\$10,591	Faulkner County Council on Aging
\$20,591	Faulk Cty Council on Developmental Disabilities
\$5,590	Women’s Shelter of Central Arkansas
\$9,669	Independent Living Services Van Match
\$83,502	Administration

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

**PASSED** this 24<sup>th</sup> day of September, 2013.

**Approved:**

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

**Attest:**

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

# Memo

To: Mayor and City Council Members  
From: Lauralee Wilcox McCool, CDBG Director  
Date: 9/19/2013  
Re: 2013 CDBG Contracts

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## 2013 CDBG Contracts

Attached please find contracts for the Public Services portion of 2013CDBG 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.

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.

**CITY OF CONWAY AND FAULKNER COUNTY COUNCIL ON AGING  
2013 GRANT CONTRACT AGREEMENT**

**THIS AGREEMENT** made and entered into on this 24th day of September, 2013, 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 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 receive **\$200,000.00** to perform all the necessary services provided under this Contract in accordance with and respecting the following project:

**Acquisition of an existing facility for use as the Conway Senior Wellness and Activity Center (formerly known as the Conway Senior Citizens Center).**

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

2. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2011 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City. Subrecipient shall comply with the requirements of 24 CFR 570.503(b) (8) and/or any Assignment of Proceeds and Grant of Lien, at the City’s sole discretion. Time is of the essence in the Agreement.



3. **Compensation:** The Subrecipient shall be paid a total consideration of **\$200,000.00** for full performance of the services specified under this Agreement. Compensation shall be allowed on a reimbursement basis, only after expenditures have been incurred by the Subrecipient in conformity with the approved and executed budget document, which is attached to this Contract as an Appendix A, incorporated herein by reference.

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

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

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

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

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

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

8. **General Terms and Conditions**

- A. The Subrecipient agrees to submit program status reports to the City on at least an annual basis or more frequently if requested and other reports as may be required.
- B. The Subrecipient agrees to maintain racial, ethnic, gender, head of household, household income, and household size data showing the extent to which these categories of persons have participated in, or benefited from the project, and to submit this information to the City within 30 days of the request from the City.
- C. The Subrecipient agrees to keep all necessary books and records, including property, personnel, and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. If the Subrecipient received between \$5,580 and \$100,000 in combined federal assistance during its fiscal year, it agrees to obtain either an audit conducted in accordance with OBM Circular A-133 or a program-specific financial audit. If the Subrecipient receives \$100,000 or more in combined federal assistance, it agrees to obtain either (1) an audit conducted in accordance with OMB circular A-133, or (2) if it participates in only one federal program, a program-specific financial audit.
- D. The Subrecipient agrees that the City or any authorized representative has access to and the right to examine all records, books, papers, or documents related to the project.
- E. The Subrecipient hereby severally warrants that all project records, books, papers and documents will be retained for a period of not less than four (4) years after the project terminates and grants the City the option of retention of the project records, books, papers and documents.

- F. The Subrecipient agrees to obtain all necessary permits for intended improvements or activities.
- G. The Subrecipient agrees to purchase necessary flood insurance if its project is located in a flood hazard area and the nature of the project requires such insurance.
- H. The Subrecipient, if its program involves housing, agrees to affirmatively further fair housing.
- I. The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract of subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.
- J. The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter this Agreement on behalf of said Subrecipient and to bind the same to this Agreement, and, further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.
- K. The City shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the Subrecipient, its staff or clientele; and the Subrecipient hereby agrees to define, hold harmless and indemnify the City from and against any and all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release the Subrecipient from any obligations under this Contract.
- L. The Subrecipient hereby certifies that, in the implementation of projects funded by this Agreement and in all of its other operation, it will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (C\29 USC 794) (and the implementing regulations of 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the City from and against any and all liability for any noncompliance on the part of the Subrecipient.
- M. Nothing contained in this Agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any employee of the Subrecipient by virtue of this contract be an employee of the City for any purpose whatsoever, nor shall any employee of the Subrecipient be entitled to any of the rights, privileges, or benefits of City employees.

The Subrecipient shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. The Subrecipient assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

- N. The Subrecipient agrees to participate in training to become informed about the regulations governing the Community Development Block Grant Program, especially with regard to changes in the regulations, provisions requiring nondiscrimination on the basis of disability, and provisions regarding relocation.
- O. The City of Conway's obligation is limited to Subrecipient receipt of Federal Funds from Housing and Urban Development and Community Development Block Grant funds.
- P. The City of Conway may charge fees/assessments to beneficiary who are not Low to Moderate Income individuals and families
- Q. City of Conway may assess property owners for City of Conway costs of project, which was constructed in part with CDBG funds-for portion paid with non-CDBG funds.
- R. The Subrecipient will maintain all receipts and documentation. Any bank account with CDBG funds is subject to outside audits.

9. **Special Terms and Conditions:**

- A. It is expressly understood and agreed that either party shall have the right to terminate this Agreement or reduce the compensation amount upon 15 days written notice to the other party. However, Subrecipient may not terminate its obligations under Section 5 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent of the City. All reports or accountings provided for herein shall be rendered whether or not they fall due within the contract period.
- B. Further, the City reserves the right to terminate this contract upon written notification to the Subrecipient under any of the following conditions:
  - 1) Notification by HUD to the City that said project is ineligible because of project location, services provided, or any other reason cited by HUD;
  - 2) Notification by HUD to the City that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or
  - 3) Written notification from HUD to the City that the program funds made available to the City are being curtailed, withdraw, or otherwise restricted.

- C. The City also reserves the right to terminate this Contract or to reduce the contract compensation amount if the Subrecipient:
- 1) Fails to file required reports or to meet project progress or completion deadlines;
  - 2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110, Attachment 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, martial status or any other basis prohibited by applicable law.

- (3) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Subrecipient will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the City, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (6) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.
- (7) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event an Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Subrecipient may request the United States to ensure into such litigation to protect the interests of the United States.

B. Equal Opportunity in Participation

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

Specific (not exclusive) Discriminatory Actions Prohibited:

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

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

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

The Subrecipient will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as

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

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

D. Nondiscrimination in Federally Assisted Programs.

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

L. Lobbying Restrictions

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

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





**APPENDIX A**

**A. DESCRIPTION OF PROJECT**

This project allows for growth in the current senior program of approximately 1,200 people. . Specifically, this CDBG grant will be used for acquisition of an existing facility and does not allow for rehab or construction.

**B. GOALS, OBJECTIVES AND TASKS**

1. Goal: Provide a suitable living environment for aging people in the city of Conway.
2. Objective: Acquisition of a senior center

**C. BUDGET**

CDBG grant income	\$200,000
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**D. ASSIGNMENT OF PROCEEDS AND GRANT OF FIRST LIEN BY  
“SUBRECIPIENT” TO THE CITY OF CONWAY FROM POSSIBLE FUTURE SALES**

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

1. The City of Conway has received a Block Grant from the United States Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, as amended, providing for the implementation of a Community Development Program.
2. Total development cost of the project is **\$2,000,000.00**
3. The City of Conway has utilized a portion of its Block Grant to enable Grantee to locate and purchase property with the location to be listed in an addendum to this agreement, more particularly described in Exhibit A. The total Block Grant funding for the project is **\$200,000.00**
4. The purposes for which Block Grant moneys may be expended are limited by federal statutes and regulations, local policies allowable within the framework of such federal statutes and regulations, and an Operating Agreement entered into between the City of Conway as Implementor of the Community Development Block Grant Program and each recipient of Block Grant funds within the City of Conway, including Grantee.

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

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

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

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

#### **F. REPORTING**

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

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

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

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

Executed by Grantee this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

\_\_\_\_\_  
**By: Debra Robinson, Executive Director  
Faulkner County Council on Aging**

**CITY OF CONWAY AND CHILDREN'S ADVOCACY ALLIANCE  
2013 GRANT CONTRACT AGREEMENT**

**THIS AGREEMENT** made and entered into on this 24th day of September 2013, 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 Children's Advocacy Alliance (hereinafter referred to as the "Subrecipient").

**WITNESSETH**

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

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

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

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

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

**Complete a medical exam room in the Conway center for child victims of sexual assault to be examined. CAA/CASA is granted \$5,000 toward this project.**

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

12. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2013 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City. Subrecipient shall comply with the requirements of 24 CFR 570.503(b) (8) and/or any Assignment of Proceeds and Grant of Lien, at the City's sole discretion. Time is of the essence in the Agreement.



**CITY OF CONWAY AND BETHLEHEM HOUSE  
2013 GRANT CONTRACT AGREEMENT**

**THIS AGREEMENT** made and entered into on this 24th day of September, 2013, by and between the **CITY OF CONWAY**, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as “City”), and Bethlehem House of Faulkner County (hereinafter referred to as the “Subrecipient”).

**WITNESSETH**

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

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

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

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

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

**This project is for transportation of homeless individuals at Bethlehem House.**

**A grant of \$5,591 will be used for Bethlehem House to pay part of a 3<sup>rd</sup> shift staff position to serve as a driver for the agency.**

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

14. **Term of Contract:** The services of the Subrecipient are to commence on **January 1, 2013** and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City.

**CITY OF CONWAY AND BOYS & GIRLS CLUB OF FAULKNER COUNTY  
2013 GRANT CONTRACT AGREEMENT**

**THIS AGREEMENT** made and entered into on this 24th day of September, 2013, by and between the **CITY OF CONWAY**, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as “City ”), and The Boys and Girls Club of Faulkner County (hereinafter referred to as the “Subrecipient”).

**WITNESSETH**

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

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

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

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

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

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

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

**CDBG will provide \$10,591 to aid in this service.**

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

16. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2013 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient

**CITY OF CONWAY AND FAULKNER COUNTY COUNCIL ON AGING  
2013 GRANT CONTRACT AGREEMENT**

**THIS AGREEMENT** made and entered into on this 24th day of September 2013, by and between the **CITY OF CONWAY**, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as “City”), and Faulkner County Council on Aging (hereinafter referred to as the “Subrecipient”).

**WITNESSETH**

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

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

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

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

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

**Provide transportation services for the Elderly Citizens of Conway. CDBG will provide \$10,591 to aid in this service.**

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

18. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2013 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City. Subrecipient shall comply with the requirements of 24 CRF 570.503(b) (8) and/or any Assignment of Proceeds and Grant of Lien, at the City’s sole discretion. Time is of the essence in the Agreement.

**CITY OF CONWAY AND  
FAULKNER COUNTY COUNCIL ON DEVELOPMENTAL DISABILITIES  
2013 GRANT CONTRACT AGREEMENT**

**THIS AGREEMENT** made and entered into on this 24th day of September 2013, by and between the **CITY OF CONWAY**, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as “City ”), and Faulkner County Council on Developmental Disabilities (hereinafter referred to as the “Subrecipient”).

**WITNESSETH**

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

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

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

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

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

**Provide transportation services for the developmentally disabled and disadvantaged citizens of Conway. CDBG will contribute \$20,591 toward the transportation program.**

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

20. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2013 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City. Subrecipient shall comply with the requirements of 24 CRF 570.503(b) (8) and/or any

**CITY OF CONWAY AND WOMEN'S SHELTER OF CENTRAL ARKANSAS  
2013 GRANT CONTRACT AGREEMENT**

**THIS AGREEMENT** made and entered into on this 24th day of September 2013, 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 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:

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

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

**CDBG will provide \$5,590 toward the cost of a transportation.**

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

22. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2013 and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract unless so otherwise specified in the Contract in Section 8 (General Terms and Conditions) or in Section 9 (Special Terms and Conditions). This Agreement shall remain in effect until Subrecipient has spent all funds, or until this Agreement is otherwise terminated. However, the obligations of Subrecipient under Section 5 (Program Income) shall continue for any additional time period during which Subrecipient may receive or remain in control of program income. An Assignment of Proceeds and grant of Lien may not be terminated without written consent of City. Subrecipient shall comply with the requirements of 24 CRF 570.503(b) (8) and/or any

**CITY OF CONWAY AND INDEPENDENT LIVING SERVICES, INC.  
2013 GRANT CONTRACT AGREEMENT**

**THIS AGREEMENT** made and entered into on this 24th day of September 2013, by and between the **CITY OF CONWAY**, Faulkner City, State of Arkansas, as the Implementor of the Community Development Block Grant Program (hereinafter referred to as “City”), and Independent Living Services, Inc. (hereinafter referred to as the “Subrecipient”).

**WITNESSETH**

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

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

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

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

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

**Provide 20% matching funds for the purchase of a 9-passenger, handicap accessible Small Cutaway Bus from the Arkansas Highway and Transportation Department. CDBG funds shall total \$9,669. The total cost of the bus is \$48,343.**

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

24. **Term of Contract:** The services of the Subrecipient are to commence on January 1, 2013 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

## RIGHT OF WAY AND EASEMENT

CITY OF CONWAY

To

THE CITY OF CONWAY, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That We, City of Conway (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, 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:

An Easement 20-feet wide, for Water, Electric, Data Transmission, Cable T.V., Internet, and Telephone Lines operated and maintained by Conway Corporation, shall center on a line 5-feet off of and adjacent to a 12" Ductile Iron Water Pipe that shall be installed across the following described property: A Part of the North East  $\frac{1}{4}$ , of the South West  $\frac{1}{4}$ , a Part of the South West  $\frac{1}{4}$ , of the South West  $\frac{1}{4}$ , A Part of the South East  $\frac{1}{4}$ , of the South West  $\frac{1}{4}$ , of Section 36, Township Five North, Range Fifteen West, Faulkner County, Arkansas, containing 47.83 acres more or less. The Easement shall be adjacent to the East side of Sand Gap Road. (Described Easement Contained Within Parcel ID 712-14521-001, Per Faulkner County Tax Assessor Records.)

**Also:** A Part of the West  $\frac{1}{2}$ , of the North West  $\frac{1}{2}$ , of Section One, Township Four North, Range Fifteen West, Faulkner County, Arkansas, Containing 53.71 acres more or less. (Described Easement Contained Within Parcel ID 712-14400-000, Per Faulkner County Tax Assessor Records.)

**Also:** A Part of the South East  $\frac{1}{4}$ , of the South East  $\frac{1}{4}$ , of Section 35, Township Five North, Range Fifteen West, Faulkner County, Arkansas, containing 1.60 acres more or less. (Described Easement Contained Within Parcel ID 712-14513-001, Per Faulkner County Tax Assessor Records.)

**Also:** A part of the North East  $\frac{1}{4}$ , of the North East  $\frac{1}{4}$ , of the North East  $\frac{1}{4}$ , of Section 2, Township Four North, Range Fifteen West, Faulkner County, Arkansas, containing 4.30 acres more or less. (Described Easement Contained Within Parcel ID 712-14414-002, Per Faulkner County Tax Assessor Records.)

Page 2 - Right of Way and Easement

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 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 \_\_\_\_\_, 2013.

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



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, City of Conway 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 \_\_\_\_\_, 2013.

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

My Commission Expires:

\_\_\_\_\_



# MEMO

**TO:** Mayor Tab Townsell

**CC:** City Council Members  
Ronnie Hall

**FROM:** Felicia Rogers

**DATE:** September 18<sup>th</sup>, 2013

**SUBJECT:** Relocated Conway Airport  
2013 Construction Management Program

**Message:**

We need the approval of the proposed construction management program for material testing with Thomas & Associates (one of the subcontractors included in the Garver Team) in the amount of \$75,000 for the Stage 1B Airport Paving and \$25,000 for the on-site Airport Roads projects.

This work is needed to confirm the quality and conformance to the plans as required by the FAA. The cost is 90 percent funded by FAA funds & 10 percent by State and city funds. The contract is attached.

Please advise if you have any questions.

Thank you for your consideration.

Ronnie Hall (ftr)

# CONSTRUCTION MANAGEMENT PROGRAM

PREPARED FOR THE

CONWAY MUNICIPAL AIRPORT  
CONWAY, ARKANSAS

ACCESS ROAD CONSTRUCTION

AIP PROJECT NO. 3-05-0089-006-2013

Prepared by:



July, 2013

Approved and Adopted by City of Conway

\_\_\_\_\_  
Tab Townsell  
Mayor  
City of Conway

\_\_\_\_\_  
Date

12011501

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II.	PROJECT CONTACTS	2
III.	CONSTRUCTION OBSERVATION	2
IV.	CONSTRUCTION MATERIALS QUALITY ASSURANCE TESTING	4

### **APPENDICES**

APPENDIX A	ENGINEERING SUPERVISION AND CONSTRUCTION OBSERVATION QUALIFICATIONS
APPENDIX B	QA TESTING FIRM CONTRACT AND QUALIFICATIONS
APPENDIX C	MATERIAL TESTING REPORT FORM (EXAMPLE)
APPENDIX D	FAA FORM 5370-1 CONSTRUCTION PROGRESS AND INSPECTION REPORT (EXAMPLE)

**I. INTRODUCTION**

This program serves as a guide for the quality management of the construction phase of the airport improvements outlined in the Contract Documents for Airport Improvement Program Project 3-05-0089-006-2013. The project includes construction of the Access Road for the new Airport. The project will be bid as two separate schedules to allow the Sponsor to award construction of either an ACHM pavement section or a P-501 PCC pavement section. Schedule 1 includes approximately 14,700 square yards of 3.5” thick ACHM pavement over approximately 18,300 square yards of AHTD Class 7 Aggregate Base Course with approximately 9,900 cubic yards of Unclassified Excavation, 18,700 cubic yards of Embankment in Place and 7,500 cubic yards of Unsuitable Excavation. Schedule 2 includes approximately 17,200 square yards of 8” thick Portland Cement Concrete Pavement over approximately 18,300 square yards of 8” thick Soil-Cement Base Course with approximately 10,300 cubic yards of Unclassified Excavation, 19,000 cubic yards of Embankment in Place, and 7,500 cubic yards of Unsuitable Excavation. The Sponsor will conduct quality assurance operations via engineering supervision, construction observation, and materials testing in accordance with FAA Advisory Circular 150/5370-12 “Quality Control of Construction”. The Contractor will provide quality control operations. The Sponsor is the City of Conway, the Engineer is Garver, the QA Testing Firm is Thomas & Associates, and the Contractor is [redacted].

The Engineer will provide construction observation and engineering supervision while the QA Testing Firm will conduct materials testing for acceptance and quality assurance. The Engineering supervision and construction observation qualifications are included in Appendix A. The Sponsor’s contracts with the QA Testing Firm are included in Appendices B. The technical specifications containing construction materials that require quality control testing include:

- SS-160 Asphalt Surface and Binder Course (Schedule 1)
- SS-161 Aggregate Base Course (Schedule 1)
- P-152 Excavation and Embankment (Schedules 1 & 2)
- P-301 Soil-Cement Base Course (Schedule 2)
- P-501 Portland Cement Concrete Pavement (Schedule 2)
- P-610 Structural Portland Cement Concrete (Schedules 1 & 2)

**II. PROJECT CONTACTS**

<b>ROLE</b>	<b>COMPANY</b>	<b>PERSON</b>	<b>CONTACT INFORMATION</b>
Construction Supervisor			
Aviation Team Leader	Garver, LLC	Blake Roberson, PE	(501) 352-8884 BWRoberson@GarverUSA.com
Project Manager	Garver, LLC	Jordan Culver, PE	(501) 366-3143 JCCulver@GarverUSA.com
Construction Observer	Garver, LLC	Randy Evans	(501) 733-4276 RFEvans@GarverUSA.com
QA Testing Firm Supervisor	Thomas & Associates, Inc.	Enice Thomas, Jr.	(501) 960-7802 enicetj@aol.com

**III. CONSTRUCTION OBSERVATION**

The Engineer will provide the required construction observation for the construction phase of the project with engineering supervision and field personnel that are qualified to observe the work described in the Contract Documents. Qualifications of the engineering supervision and construction observation personnel are included in Appendix A.

The Engineer's Construction Observer, Project Engineer or Project Manager shall be on the project site at least at beginning of these following critical operations:

1. Excavation and Embankment.
2. Installation of Reinforced Concrete Pipe and Drainage Structures.
3. Construction of Aggregate Base Course or Soil-Cement Base Course.
4. Construction of ACHM Surface Course and ACHM Base Course or Portland Cement Concrete Pavement.

Construction observers shall be fully qualified to make interpretations, decisions, and field computations and have knowledge of the testing requirements and procedures contained in the specifications. The construction observer shall have the authority to reject unsatisfactory workmanship and materials that are not in conformance with the specifications. The construction observer's primary duties are as follows:

1. Checks activities to ensure compliance with the plans and specifications. Informs the contractor of any work that is in noncompliance.
2. Ensure that all testing required by the specification is performed. All commercially produced products, such as pipe and reinforcing steel, that are used on the project will be accompanied by numerical test results or a certification from the manufacturer that the material meets the applicable standards.
3. Visits the testing laboratory to determine if it has the equipment and qualified personnel necessary to conduct the tests required by the specifications.

4. Ensures that tests are performed at the frequency stated in the specifications. Determines when and where tests will be taken and witnesses tests. If not indicated in the specifications, a sufficient number of tests are performed to verify that the construction is acceptable.
5. Reviews test reports and certifications for conformance with the specifications. Each test report for material in-place, at a minimum, will contain the following:
  - a. Test performed and date.
  - b. Applicable standard or project specification.
  - c. Test location.
  - d. Test result.
  - e. Action taken on failing tests.
  - f. Lot size and location and adjusted contract price when statistical acceptance procedures are specified or when provisions allow for reduced payment.
6. Maintains a file of test reports and certifications.
7. Informs the contractor of deficiencies so corrections can be made and retesting performed prior to covering any substandard work with additional material.
8. Documents quantities of materials used on the project by actual measurements and computations in a field notebook or computer printouts retained in a folder. For materials paid for on a weight basis, a summary of the material placed each day will be kept in the field notebook. The notebook and/or computer printouts, supported by the original set of weight tickets, are the basis for payment.
9. Maintains a set of working drawings on the job site that can be used to prepare "as-built" drawings.
10. Reviews payment requests from the contractor.
11. Maintains a diary that contains daily entries made and signed by the resident engineer. Each entry should include the following, plus any additional pertinent data:
  - a. Date and weather conditions.
  - b. Names of important visitors.
  - c. Construction work in progress and location.
  - d. Size of contractor's work force and equipment in use.
  - e. Number of hours worked per day for contractor and subcontractor.
  - f. The substance of important conversations with the contractor about conduct, progress, changes, test results, interpretations of specifications, or other details.
12. Submits copies of FAA Form 5370-1, *Construction Progress and Inspection Report*, or equivalent form to the appropriate FAA Airports Division/District/Field Office upon request.

#### **IV. CONSTRUCTION MATERIALS QUALITY ASSURANCE TESTING**

Thomas & Associates (herein called the "QA Testing Firm") will provide the required material testing for the construction phase of the project. The QA Testing Firm will be under contract with the Sponsor and will be responsible for providing the construction materials quality assurance testing in accordance with the technical specifications and this Construction Management Plan. The QA Testing Firm will coordinate directly with the Resident Engineer/Observer. Qualifications and accreditations of the QA Testing Firm and its personnel are included in Appendix B.

The QA Testing Firm will perform the tests described on the following "Construction Material Quality Assurance Tests" table. They will report the test results to the Resident Observer as soon as available using the Construction Materials Test Results forms at Appendix C. Typically, results shall be provided to the Resident Observer verbally within one hour and electronically within one working day.

The Resident Engineer/Observer will initiate appropriate action for all failing tests. The QA Testing Firm may submit other standard report forms for the Engineer's approval. The proposed form shall include all required information. Additionally, the QA Testing Firm shall provide a monthly summary of all material testing completed and clearly indicate which tests are retests of previously failed, quality assurance tests. The QA Testing Firm shall be responsible for distinguishing in their billing the quality assurance testing required due to previously failed tests.

The Resident Engineer/Observer will evaluate the test results against to the specified acceptance criteria for the applicable test. The Resident Engineer/Observer will notify the Contractor of the test results, whether the results meet the acceptance criteria, and the appropriate action required by the Contractor. The Resident Engineer/Observer and the QA Testing Firm will maintain records of test results.

The Resident Engineer/Observer will use the "Construction Materials Testing Results Form" in Appendix C to provide a Construction Materials Quality Control Summary to the FAA upon request. The summary will contain 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 AIP program. The summary will include a certification that all testing was in accordance with this Construction Management Program.

The Engineer will prepare a summary of materials not passing and the penalty called for by the technical specifications. The Engineer will submit the summary to the FAA upon request and will indicate when and to what extent penalties are imposed.

Should test results or observations indicate noncompliance with the Plans and Specifications, the following communication and follow-up action will be implemented, as applicable:

1. Verbal notification to the Construction Observer and Construction Superintendent.
2. Calibration check on equipment used to determine the noncompliance item, if applicable.
3. Confirmation of noncompliance through retesting and/or follow-up observations.
4. If a solution to the nonconformance issue is not reached in a reasonable time frame, additional



- qualified contractor personnel will be contacted to assist in identifying and correcting the problem.
5. If a severe nonconformance problem is detected and a reasonable solution cannot be implemented in a reasonable time frame, the Construction Superintendent will consult with the Project Engineer and the applicable work will be suspended.
  6. The work will commence only after the Construction Superintendent and Project Engineer concur that a solution to the problem has been found and successfully implemented.

#### Construction Materials Required Tests

SPEC. NO.	TEST NAME	SAMPLING FREQUENCY	SAMPLING/ TESTING METHOD	ACCEPTANCE METHOD
SS-160	Moisture-Density	1/material type	AASHTO T245 AASHTO T209	N/A
SS-160	Stability	1/material type	***	AASHTO T245
SS-160	Flow	1/material type	***	AASHTO T245
SS-160	Aggregate Gradation Asphalt Content	1/material type	***	AASHTO T27
SS-160	Air Voids	1/material type	***	AASHTO T269
SS-160	Voids in Mineral Aggregate	1/material type	***	***
SS-160	Field Density	1/sublot	***	AASHTO T166
SS-161	Sampling & Laboratory Moisture- Density Testing	1/material type	AASHTO T180	N/A
SS-161	Liquid Limit & Plastic Index**	1/material type	***	****
SS-161	Sampling Coarse and Fine Aggregate	1/lot	***	ASTM D75
SS-161	Aggregate Gradation	1/lot	***	****
SS-161	In-Place Moisture Density (Nuclear)* Density (Sand Cone) Density (Balloon)	1/lot 1/1000 tons (or ***)	*** ASTM D 3665	ASTM D1557 AASHTO T310
SS-161	Thickness	1/1000 tons	ASTM D 3665	N/A
P-152	Classification of Soils(USCS)	1/material type Or ***	*** ASTM D 2487	152-2.2e & 152-2.6
P-152	Liquid Limit, Plastic Limit, & Plasticity Index	1/material type Or ***	*** ASTM D 4318	152-2.6
P-152	Lab Compaction Characteristics (Standard)	1/material type Or ***	*** ASTM D 698	N/A
P-152	Density of Soil In- Place (Nuclear Method)	8/lot Or ***	ASTM D 75 ASTM D 6938	152-2.2e & 152-2.6
P-152	One-Point Proctor	1/lot	ASTM D 75 ASTM D 698	GP 120-03
P-301	Lab Compaction Characteristics	1/material type Or ***	ASTM D 558	N/A

P-301	Density of Soil In-Place (Nuclear Method)	8/lot or ***	ASTM D 3665, ASTM D 6938	301-4.6
P-301	Thickness (Cores)	1 core/300 SY	***	301-4.13
P-501	Test Specimen	2/sublot	ASTM D 3665 & ASTM C 172 ASTM C 31	501-4.7a & 501-6.3b
P-501	Flexural Strength	2/sublot	ASTM D 3665 & ASTM C 172 ASTM C 78	501-5.2b
P-501	Pavement Thickness	1/sublot	ASTM D 3665 ASTM C 174	501-5.2c
P-610	Test Specimen	2/production day or ***	ASTM C 172 ASTM C 31	610-3.3
P-610	Compressive Strength	7 days and 28 days or ***	ASTM C 39	610-3.2

*	For all nuclear testing, two random readings are required for each test subplot.
**	In lieu of testing, the Engineer may accept certified state test results indicating that the material meets specification requirements.
***	"As specified by the Engineer"
****	One set of laboratory compacted specimens shall consist of three test "portions" prepared from the same sample increment.

**APPENDIX A**

**ENGINEERING SUPERVISION & CONSTRUCTION**

**OBSERVATION QUALIFICATIONS**

## Blake Roberson, PE

### Project Manager

Blake Roberson is a Project Manager in our Aviation Group with nine years of experience. Blake's responsibilities include design coordination, plan preparation, specification preparation, client contact, and construction management. Blake has experience working at numerous Arkansas air carrier and general aviation airports. Blake's airport and site development project experience includes runway extensions, parallel taxiway extensions, pavement overlays, runway safety area improvements, utility installation, hangar construction, pavement rehabilitation, ramp expansion, property acquisition, and parking lots.

### **Conway Municipal Airport Design – Phase 1, Conway, Arkansas.**

Project Leader responsible for providing management and oversight, including project planning, design, property acquisition support, and coordination to design and oversee construction of a new airport in Conway. The airfield will include a 7,000-foot runway with full instrument approaches, a full-length parallel taxiway, terminal, fuel, and parking facilities.

### **Conway Municipal Airport Design – Phase 2, Conway, Arkansas.**

Project Leader responsible for bidding, design, and construction management.

### **Conway Municipal Airport Terminal Design and Construction, Conway, Arkansas.**

Project Leader responsible for providing design services for a 6,300-square-foot terminal building to serve the Conway Municipal Airport. Building amenities include a pilots' lounge, office space for airport management, a line room for airport staff, and a large conference room for use by local industry.

### **Delta Regional Airport Preliminary Airfield Design, Final Grading, and Perimeter Fence Design, Colt, Arkansas.**

Project Leader responsible for management, design, and oversight to build a new regional airport. Responsibilities include grading and drainage design, preliminary plans and design, and Stage 1 plans. The airport will feature a 5,003-foot runway, a full parallel taxiway, apron tie-down space for nearly 30 aircraft, T-hangars, a terminal area with space for a general aviation terminal building, fueling facilities, space for T-hangar development, associated vehicular parking, and an access road.

### **Saline County Regional Airport – Stage 2 (Paving and Lighting Design and Construction), Bryant, Arkansas.**

Aviation Engineer responsible for designing the airfield pavement phase for the new airport, which included two stages. The first involved paving half of the airfield with a 2-inch asphalt section. The second stage included lighting, utilities, and paving the entire airfield to 4-inch thickness. The airport features a 5,000-foot runway, tie-down space, fueling facility, T-hangars, private hangars, full parallel taxiway, security fencing, and access road.

### **Education**

Bachelor of Science in  
Civil Engineering,  
University of Arkansas, 2003

### **Professional Registrations**

Professional Engineer  
AR, 13646, 2008  
TN, 116505, 2013

### **Affiliations**

ACEC of Arkansas Emerging  
Leaders, 2011 – 2012

American Society of Civil  
Engineers

Arkansas Society of Professional  
Engineers

Central AR Chapter, NSPE  
Chapter 1

National Society of Professional  
Engineers

**Saline County Regional Airport Parallel Taxiway Construction, Bryant, Arkansas.**

Project Leader responsible for the construction phase for a parallel taxiway and terminal area fencing project. Responsibilities included coordinating with the commission, grant closeout, site visits, pavement management plan, and construction support and administration.

**Heber Springs Municipal Airport Taxiway and Apron Rehabilitation, Heber Springs, Arkansas.**

Project Leader responsible for bidding, design, and construction management. This project included applying a rejuvenator seal coat, crack cleaning and sealing, and pavement marking on the parallel taxiway and apron.

**Bill and Hillary Clinton National Airport Runway 18-36 Extension, Little Rock, Arkansas.**

Project Leader responsible for managing construction for the first stage of a 1,100-foot extension of the general aviation runway located on the west side of the airfield. Responsibilities also included reviewing submittals and coordinating construction activities with the construction observer. Extending the runway included extending two taxiways, relocating the perimeter road, constructing the relocated runway safety area, installing the associated lighting and navigational aids, relocating water and sewer mains, and relocating a city street.

**Monticello Municipal Airport Terminal Area Fencing, Monticello, Arkansas.**

Project Leader responsible for design, bidding, and construction support services to construct approximately 5,400 linear feet of 7-foot chain link fence in the terminal area with a barbed wire extension, one 20-foot automatic sliding cantilever gate and operator system, three 20-foot manual double-swing gates, and two 4-foot pedestrian gates.

**Woodruff County Runway Sealcoat and Marking, Augusta, Arkansas.**

Aviation Engineer responsible for plans and specifications, construction management and observation, and grant assistance to seal coat the runway, taxiway, and apron and to remark the runway pavement with non-precision markings.

**Houston Executive Airport Construction Support, Houston, Texas.**

Aviation Engineer responsible for construction document support to construct a new green-field, privately-owned, public-use airport. Responsibilities included shop drawing review, construction document preparation, and on-site construction observation.

## Jordan Culver, PE

### Project Manager

Jordan Culver is a Project Manager in our Aviation Group with seven years of experience. Jordan is experienced in managing production teams, handling client relations, coordinating with the FAA and state agencies, and serving as a direct contact for clients and contractors during project construction. Jordan is also a LEED Green Associate and is an ADB Certified Airfield Professional for Airfield Lighting.

### Education

Bachelor of Science, Civil Engineering, Southern Illinois University-Carbondale, 2006

### Professional Registrations

Professional Engineer  
AR, 14751, 2011  
IL, 062.063000, 2010

LEED Accredited Professional  
10573389, 2009

### **Hot Springs Memorial Field Terminal Apron and Taxiways Expansion and Rehabilitation, Hot Springs, Arkansas.**

Aviation Engineer responsible for plans and specifications, construction management and observation, and grant assistance on the first two construction phases of this multi-phase project that included constructing a segment of new taxiway parallel to Runway 13, realigning Taxiway "A" to connect with Taxiway "D," providing a complete parallel taxiway for Runway 5-23, and expanding the terminal apron for more aircraft parking.

### **Hot Springs Memorial Field Runway 13-31 Rehabilitation, Hot Springs, Arkansas**

Aviation Engineer responsible for plans and specifications, construction management and observation, and grant assistance on this multi-phase project that included narrowing Hot Springs' crosswind runway from 150 feet to 100 feet, completely removing and replacing pavement structure at two high traffic volume intersections, shifting the crown to the revised centerline, and constructing a bituminous overlay for the length of the runway.

### **Rogers Municipal Airport Parallel Taxiway "A" Construction, Rogers, Arkansas.**

Aviation Engineer responsible for plans and specifications, construction management, and grant assistance on the final three construction phases of this multi-phase project that included constructing a new parallel taxiway on the airfield's east side. The project included removing the old parallel taxiway that did not meet the runway to parallel taxiway separation requirements. The project included complex phasing and multiple night and weekend closures of the runway to allow construction inside of the runway safety area.

### **Jimmie Austin Seminole Regional Airport Taxiway, Apron, and Access Road, Seminole, Oklahoma.**

Aviation Engineer responsible for plans and specifications, construction management, and grant assistance on this project that included constructing taxiway and apron north of the terminal and existing airport development. The new taxiway and apron will provide airfield access to future hangars and airport development proposed on the airport layout drawing.

### **Wilburton Municipal Airport Runway 17-35 Lighting, Wilburton, Oklahoma.**

Aviation Engineer responsible for plans and specifications, construction management, and grant administration on this project that included installing new LED-type medium intensity runway lights on Runway 17-35 as well as airport lighting control vault equipment. Prior to the project, the airfield was an unlit airfield without an electrical vault.

## **Randy Evans**

### **Construction Observer**

Randy Evans is a Construction Observer with more than 20 years of experience. Randy's responsibilities include ensuring that the contractor and subcontractors are working in accordance with plans and specifications, that survey work has proper controls for accurate placement of structures and grades, and that on-site materials are properly stored and inventoried. Randy also maintains daily weather, contractor's forces, and work completed and contract time used records; reviews the results of project site testing; monitors work schedules; and alerts the design staff to potential problems in construction and scheduling conflicts.

### **Conway Municipal Airport Design – Phase 2, Conway, Arkansas.**

Construction Observer responsible for providing construction phase services for the relocation of Lollie Road and earth work construction.

### **Conway Municipal Airport Design – Phase 3, Conway, Arkansas.**

Construction Observer responsible for providing construction phase services. Responsibilities included observing fill and embankment placement, QA testing, and checking contractor's paperwork.

### **Conway Municipal Airport Design – Phase 4, Conway, Arkansas.**

Construction Observer responsible for providing construction phase services. Responsibilities included observing embankment placement, fence placement, ditch and concrete paving, soil cement stabilization, and earthwork.

### **Tulsa International Airport Runway 18L-36R – Construction Observation, Tulsa, Oklahoma.**

Construction Observer responsible for providing construction phase services. Responsibilities included observing concrete placement and paving.

### **Conway Bike Trail along Tucker Creek, Conway, Arkansas.**

Construction Observer responsible for providing construction phase services for this 12-foot-wide asphalt pathway that includes bridge crossings and parking lot tie-ins and extends 2.5 miles through the city.

### **North Salem Road Extension, Conway, Arkansas.**

Construction Observer responsible for providing construction phase services to extend 0.6 miles of roadway on new alignment, including curb and gutter, sidewalk, wheelchair ramps, and intersection improvements at both ends. The roadway connected Meadowlake Drive to U.S. Highway 64. The project was constructed in cooperation with Arkansas Highway and Transportation Department for the new I-40 interchange project in northern Conway.

### **Harkrider Street Roundabouts and Pedestrian Improvements, Conway, Arkansas.**

Construction Observer responsible for providing construction phase services to construct two two-lane roundabouts and a pedestrian underpass for Hendrix College students. This project was a joint effort between Arkansas Highway and Transportation Department, City of Conway, and Hendrix College.

**APPENDIX B**

**QA TESTING FIRM CONTRACT AND  
QUALIFICATIONS**



## CONTRACT

THIS AGREEMENT Made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Conway, 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 Schedule 2 for the project "Access Road Construction" at the new Conway Municipal Airport.

The TESTING FIRM, having examined the Technical Specifications and the Construction Materials Quality Control Plan, hereby agrees to furnish all tools, appliances, equipment and specified materials, and perform all necessary labor for "Construction Materials Quality Control Testing" for Schedule 2 for the project "Access Road Construction" at the new Conway Municipal Airport, in strict accordance with the Technical Specifications and the Construction Materials Quality Control Plan at and for the unit prices agreed to herein.

The number of tests shown on the Unit Price Schedule is 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 the Construction Materials Quality Control Plan and accepted by the Engineer.

The TESTING FIRM agrees to perform the work in accordance with the Construction Materials Quality Control Plan 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.

**CONWAY MUNICIPAL AIRPORT  
ACCESS ROAD CONSTRUCTION  
CONSTRUCTION MATERIALS TESTING  
UNIT PRICES - SCHEDULE 2**

ITEM NO.	SPEC. NO.	TEST NAME	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	P-152	Classification of Soils (USCS)	EA	4	\$ 57.50	\$ 230.00
2	P-152	Liquid Limit, Plastic Limit, & Plasticity Index	EA	4	\$ 46.00	\$ 184.00
3	P-152	Lab Compaction Characteristics (Standard)	EA	4	\$ 161.00	\$ 644.00
4	P-152	Density of Soil In-Place (Nuclear Method)	EA	300	\$ 35.00	\$ 10,500.00
5	P-301	Lab Compaction Characteristics (Standard)	EA	2	\$ 161.00	\$ 322.00
6	P-301	Density of Soil In-Place (Nuclear Method)	EA	24	\$ 35.00	\$ 840.00
7	P-301	Thickness	EA	60	\$ 20.00	\$ 1,200.00
8	P-501	Test Specimen	EA	32	\$ 76.50	\$ 2,448.00
9	P-501	Flexural Strength	EA	32	\$ 38.00	\$ 1,216.00
10	P-501	Pavement Thickness	EA	16	\$ 20.00	\$ 320.00
11	P-610	Test Specimen	EA	4	\$ 115.00	\$ 460.00
12	P-610	Compressive Strength	EA	4	\$ 38.00	\$ 152.00
13	N/A	Technician *	HR	\$ 200.00	\$ 30.00	\$ 6,000.00
14	N/A	Per Diem	EA	\$ 2.00	\$ 90.00	\$ 180.00
15	N/A	Mobilization*	EA	\$ 30.00	\$ 130.00	\$ 3,900.00

**Estimated Materials Testing Cost (Schedule 2) \$ 28,596.00**

**\* NOTES:**

- 1 The Contractor shall furnish all tools, labor and materials for cutting samples and filling core holes. The Testing firm will be responsible for measuring and testing the cores.
- 2 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.

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**

ATTEST:

\_\_\_\_\_

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

Title \_\_\_\_\_

**THOMAS & ASSOCIATES, INC.**

ATTEST:

\_\_\_\_\_

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

Title \_\_\_\_\_

SEAL (If a Corporation)

# **Enice Thomas, Jr.**

## **President, Thomas & Associates, Inc.**

### ***Project Team Role***

Materials Testing

### ***Related Training***

Concrete Field Testing Technician

Troxler course - Nuclear Testing Equipment

National Highway Institute: Asphalt Surface Treatment, Maintenance of Gravel Roads, Maintenance of Roadway Drainage, Bridge Rehabilitation, Soil Stabilization; Training Course for Worksite Traffic Supervisors; Public Relations Course.

### ***Representative Projects***

- Runway 22R Extension. Little Rock National Airport, Little Rock, Arkansas.
- East Airfield Access Road. Arkansas International Airport, Blytheville, Arkansas.
- Hangar 455 Improvements. Arkansas International Airport, Blytheville, Arkansas.
- Sidewalk and Street Improvements. Don Stephens Construction Company, Haynes, Arkansas.
- Allen Street Drainage and Street Improvements. Don Stephens Construction Company, North Little Rock, Arkansas.
- Airfield Pavement Rehabilitation. Arkansas International Airport, Blytheville, Arkansas.
- Runway 4L-22R Rehabilitation including Taxiway Connections. Little Rock National Airport, Little Rock, Arkansas.
- Terminal Area Paving Improvements. Little Rock National Airport, Little Rock, Arkansas.
- Airfield Pavement Rehabilitation. Little Rock National Airport. Little Rock, Arkansas.
- West Memphis Municipal Airport, West Memphis, Arkansas.
- Forrest City Housing Rehabilitation, Forrest City, Arkansas.
- Taxiway P Reconstruction, Little Rock National Airport
- Taxiway B & D Reconstruction, Little Rock National Airport
- Parallel Taxiway to Runway 7-25, Arkadelphia Municipal Airport
- Runway, Taxiway & Apron Slab Repair, Arkansas International Airport
- Apron Rehabilitation, Pine Bluff Municipal Airport
- Sand & Gravel Exploration, Wilcox Property, North Little Rock, Arkansas
- Taxiway C Rehabilitation; Perimeter Road Paving; Runway 22R ILS/ALS site work; Runway 22R Extension including Taxiway F, C, and M paving and lighting; West Perimeter Road – North construction and paving; Runway 18-36 rehabilitation; terminal electrical upgrade – Little Rock National Airport.
- Runway 5-23 Overlay, Heber Springs, Arkansas.
- Runway 16-34, Taxiway Overlay, Wynne Municipal Airport.

**APPENDIX C**  
**MATERIAL TESTING REPORT FORM**





**APPENDIX D**  
**FAA FORM 5370-1**  
**CONSTRUCTION PROGRESS AND INSPECTION**  
**REPORT (EXAMPLE)**



# CONSTRUCTION PROGRESS AND INSPECTION REPORT

AIRPORT GRANT PROGRAM

U.S. Department of Transportation  
Federal Aviation Administration

Period Ending

Project Number

**3-05-0089-006-2013**

Airport Name

**Conway Municipal Airport**

Project Description

**Access Road Construction**

Contractor's Name

1. Rough Estimate of Percent Completion to Date of Construction Phases *(Include items such as clearing, grading, drainage, base, surface, lighting, etc.)*

2. Work Completed or in Progress this period

3. Brief Weather Summary This Period Including Approximate Rainfall and Periods of Below Freezing Temperature  
*(On earthwork jobs include soil conditions)*

4. Contract Time

No Days Charged To Date

Last Working Day Charged (Date)

5. Summary of Laboratory and Field Testing This Period *(note failing tests and any retests Summarize out-of-tolerance material. Identify material subject to pay reduction.)*

6. Describe Anticipated Work by Contractor for Next Period

7. Problem Areas/Other Comments *(Revisions to plans and specifications approved or denied, delays, difficulties, etc. and actions taken.)*

### SPONSOR'S INSPECTOR OR REPRESENTATIVE

Date

Typed of Printed Name and Title

Signature

INSTRUCTIONS FOR PREPARATION OF FAA FORM 5370-1 (8-89)  
**CONSTRUCTION PROGRESS AND INSPECTION REPORT**  
AIRPORT GRANT PROGRAM

This preaddressed form is to be filled out, with ballpoint pen or typewriter by the Sponsor's Inspector on the project, folded with return address out, fastened, and mailed to the address shown below. No postage is required since the postage has been prepaid by the Federal Aviation Administration.

Submit one copy for each report. If additional space is required to complete any of the items, continue on a separate sheet of plain paper, identifying it with the project number, fold and insert inside the report before mailing.

If additional blank copies of the form are required, submit your request to the address provided below.

☆ U.S. GPO:1989-261-335/03364

TAB OR TAPE HERE

**1st  
Fold**

**2nd  
Fold**

U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

800 Independence Avenue, S.W.  
Washington, D.C. 20591

Official Business  
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# CONSTRUCTION MANAGEMENT PROGRAM

PREPARED FOR THE

CONWAY MUNICIPAL AIRPORT  
CONWAY, ARKANSAS

STAGE 2B – PAVING AND LIGHTING

AIP PROJECT NO. 3-05-0089-006-2013

Prepared by:



July, 2013

Approved and Adopted by City of Conway

\_\_\_\_\_  
Tab Townsell  
Mayor  
City of Conway

\_\_\_\_\_  
Date

12011500

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## I. INTRODUCTION

This program serves as a guide for the quality management of the construction phase of the airport improvements outlined in the Contract Documents for Airport Improvement Program Project 3-05-0089-006-2013. The project includes construction of the Access Road for the new Airport. The project will be bid as two separate schedules to allow the Sponsor to award construction of either an ACHM pavement section or a P-501 PCC pavement section. Schedule 1 includes approximately 14,700 square yards of 3.5" thick ACHM pavement over approximately 18,300 square yards of AHTD Class 7 Aggregate Base Course with approximately 9,900 cubic yards of Unclassified Excavation, 18,700 cubic yards of Embankment in Place and 7,500 cubic yards of Unsuitable Excavation. Schedule 2 includes approximately 17,200 square yards of 8" thick Portland Cement Concrete Pavement over approximately 18,300 square yards of 8" thick Soil-Cement Base Course with approximately 10,300 cubic yards of Unclassified Excavation, 19,000 cubic yards of Embankment in Place, and 7,500 cubic yards of Unsuitable Excavation. The Sponsor will conduct quality assurance operations via engineering supervision, construction observation, and materials testing in accordance with FAA Advisory Circular 150/5370-12 "Quality Control of Construction". The Contractor will provide quality control operations. The Sponsor is the City of Conway, the Engineer is Garver, the QA Testing Firm is Thomas & Associates, and the Contractor is Weaver-Bailey Contractors, Inc.

The Engineer will provide construction observation and engineering supervision while the QA Testing Firm will conduct materials testing for acceptance and quality assurance. The Engineering supervision and construction observation qualifications are included in Appendix A. The Sponsor's contracts with the QA Testing Firm are included in Appendices B. The technical specifications containing construction materials that require quality control testing include:

P-152	Excavation and Embankment
P-301	Soil-Cement Base Course
P-501	Portland Cement Concrete Pavement

**II. PROJECT CONTACTS**

ROLE	COMPANY	PERSON	CONTACT INFORMATION
Construction Supervisor	Weaver-Bailey Contractors, Inc.	TBD	
Aviation Team Leader	Garver, LLC	Blake Roberson, PE	(501) 352-8884 BWRoberson@GarverUSA.com
Project Manager	Garver, LLC	Jordan Culver, PE	(501) 366-3143 JCCulver@GarverUSA.com
Construction Observer	Garver, LLC	Randy Evans	(501) 733-4276 RFEvans@GarverUSA.com
QA Testing Firm Supervisor	Thomas & Associates, Inc.	Enice Thomas, Jr.	(501) 960-7802 enicetj@aol.com

**III. CONSTRUCTION OBSERVATION**

The Engineer will provide the required construction observation for the construction phase of the project with engineering supervision and field personnel that are qualified to observe the work described in the Contract Documents. Qualifications of the engineering supervision and construction observation personnel are included in Appendix A.

The Engineer's Construction Observer, Project Engineer or Project Manager shall be on the project site at least at beginning of these following critical operations:

1. Excavation and Embankment.
2. Trenching and installation of airfield lighting equipment and circuits. In general, a representative of the Engineer will be on-site for the duration of the installation of the airfield lighting equipment and circuits.
3. Construction of Soil-Cement Base Course.
4. Construction of Portland Cement Concrete Pavement.

Construction observers shall be fully qualified to make interpretations, decisions, and field computations and have knowledge of the testing requirements and procedures contained in the specifications. The construction observer shall have the authority to reject unsatisfactory workmanship and materials that are not in conformance with the specifications. The construction observer's primary duties are as follows:

1. Checks activities to ensure compliance with the plans and specifications. Informs the contractor of any work that is in noncompliance.
2. Ensure that all testing required by the specification is performed. All commercially produced products, such as pipe and reinforcing steel, that are used on the project will be accompanied by numerical test results or a certification from the manufacturer that the material meets the applicable standards.
3. Visits the testing laboratory to determine if it has the equipment and qualified personnel necessary

- to conduct the tests required by the specifications.
4. Ensures that tests are performed at the frequency stated in the specifications. Determines when and where tests will be taken and witnesses tests. If not indicated in the specifications, a sufficient number of tests are performed to verify that the construction is acceptable.
  5. Reviews test reports and certifications for conformance with the specifications. Each test report for material in-place, at a minimum, will contain the following:
    - a. Test performed and date.
    - b. Applicable standard or project specification.
    - c. Test location.
    - d. Test result.
    - e. Action taken on failing tests.
    - f. Lot size and location and adjusted contract price when statistical acceptance procedures are specified or when provisions allow for reduced payment.
  6. Maintains a file of test reports and certifications.
  7. Informs the contractor of deficiencies so corrections can be made and retesting performed prior to covering any substandard work with additional material.
  8. Documents quantities of materials used on the project by actual measurements and computations in a field notebook or computer printouts retained in a folder. For materials paid for on a weight basis, a summary of the material placed each day will be kept in the field notebook. The notebook and/or computer printouts, supported by the original set of weight tickets, are the basis for payment.
  9. Maintains a set of working drawings on the job site that can be used to prepare “as-built” drawings.
  10. Reviews payment requests from the contractor.
  11. Maintains a diary that contains daily entries made and signed by the resident engineer. Each entry should include the following, plus any additional pertinent data:
    - a. Date and weather conditions.
    - b. Names of important visitors.
    - c. Construction work in progress and location.
    - d. Size of contractor’s work force and equipment in use.
    - e. Number of hours worked per day for contractor and subcontractor.
    - f. The substance of important conversations with the contractor about conduct, progress, changes, test results, interpretations of specifications, or other details.
  12. Submits copies of FAA Form 5370-1, *Construction Progress and Inspection Report*, or equivalent form to the appropriate FAA Airports Division/District/Field Office upon request.

#### **IV. CONSTRUCTION MATERIALS QUALITY ASSURANCE TESTING**

Thomas & Associates (herein called the “QA Testing Firm”) will provide the required material testing for the construction phase of the project. The QA Testing Firm will be under contract with the Sponsor and will be responsible for providing the construction materials quality assurance testing in accordance with the technical specifications and this Construction Management Plan. The QA Testing Firm will coordinate



directly with the Resident Engineer/Observer. Qualifications and accreditations of the QA Testing Firm and its personnel are included in Appendix B.

The QA Testing Firm will perform the tests described on the following "Construction Material Quality Assurance Tests" table. They will report the test results to the Resident Observer as soon as available using the Construction Materials Test Results forms at Appendix C. Typically, results shall be provided to the Resident Observer verbally within one hour and electronically within one working day.

The Resident Engineer/Observer will initiate appropriate action for all failing tests. The QA Testing Firm may submit other standard report forms for the Engineer's approval. The proposed form shall include all required information. Additionally, the QA Testing Firm shall provide a monthly summary of all material testing completed and clearly indicate which tests are retests of previously failed, quality assurance tests. The QA Testing Firm shall be responsible for distinguishing in their billing the quality assurance testing required due to previously failed tests.

The Resident Engineer/Observer will evaluate the test results against to the specified acceptance criteria for the applicable test. The Resident Engineer/Observer will notify the Contractor of the test results, whether the results meet the acceptance criteria, and the appropriate action required by the Contractor. The Resident Engineer/Observer and the QA Testing Firm will maintain records of test results.

The Resident Engineer/Observer will use the "Construction Materials Testing Results Form" in Appendix C to provide a Construction Materials Quality Control Summary to the FAA upon request. The summary will contain 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 AIP program. The summary will include a certification that all testing was in accordance with this Construction Management Program.

The Engineer will prepare a summary of materials not passing and the penalty called for by the technical specifications. The Engineer will submit the summary to the FAA upon request and will indicate when and to what extent penalties are imposed.

Should test results or observations indicate noncompliance with the Plans and Specifications, the following communication and follow-up action will be implemented, as applicable:

1. Verbal notification to the Construction Observer and Construction Superintendent.
2. Calibration check on equipment used to determine the noncompliance item, if applicable.
3. Confirmation of noncompliance through retesting and/or follow-up observations.
4. If a solution to the nonconformance issue is not reached in a reasonable time frame, additional qualified contractor personnel will be contacted to assist in identifying and correcting the problem.
5. If a severe nonconformance problem is detected and a reasonable solution cannot be implemented in a reasonable time frame, the Construction Superintendent will consult with the Project Engineer and the applicable work will be suspended.
6. The work will commence only after the Construction Superintendent and Project Engineer concur that a solution to the problem has been found and successfully implemented.

**Construction Materials Required Tests**

SPEC. NO.	TEST NAME	SAMPLING FREQUENCY	SAMPLING METHOD	TESTING METHOD	ACCEPTANCE CRITERIA
P-152	Classification of Soils(USCS)	1/material type Or ***	***	*** ASTM D 2487	152-2.2e & 152-2.6
P-152	Liquid Limit, Plastic Limit, & Plasticity Index	1/material type Or ***	***	*** ASTM D 4318	152-2.6
P-152	Lab Compaction Characteristics (Standard)	1/material type Or ***	***	*** ASTM D 698	N/A
P-152	Density of Soil In-Place (Nuclear Method)	8/lot Or ***	ASTM D 3665 & ***	ASTM D 6938	152-2.2e & 152-2.6
P-152	One-Point Proctor	1/lot	***	ASTM D 1557	GP 120-03
P-301	Lab Compaction Characteristics (Standard)	1/material type or ***	***	ASTM D 558	N/A
P-301	Density of Soil In-Place (Nuclear Method)	8/lot or ***	***	ASTM D 6938	301-4.6
P-301	Thickness (Cores)	1 core/300 SY	***	N/A	301-4.13
P-501	Test Specimen	1/sublot	ASTM C 172, ASTM D 3665	ASTM C 31	501-5.1a (2)
P-501	Flexural Strength	1/sublot	ASTM D 3665, ASTM C 172	ASTM C 78	501-5.2b
P-501	Pavement Thickness	1/sublot	ASTM D 3665	ASTM C 174	501-5.2c
P-501	Smoothness	***	N/A	N/A	501-5.2e (3)
P-501	Grade	50' Intervals	N/A	N/A	501-5.2e (4)
P-501	Edge Slump	500' Segments	N/A	N/A	501-5.2e (5)
P-501	Dowel Bar Alignment	***	N/A	N/A	501-5.2e (6)

*	For all nuclear testing, two random readings are required for each test subplot.
**	In lieu of testing, the Engineer may accept certified state test results indicating that the material meets specification requirements.
***	"As specified by the Engineer"
****	One set of laboratory compacted specimens shall consist of three test "portions" prepared from the same sample increment.

**APPENDIX A**

**ENGINEERING SUPERVISION & CONSTRUCTION**

**OBSERVATION QUALIFICATIONS**

## Blake Roberson, PE

### Project Manager

Blake Roberson is a Project Manager in our Aviation Group with nine years of experience. Blake's responsibilities include design coordination, plan preparation, specification preparation, client contact, and construction management. Blake has experience working at numerous Arkansas air carrier and general aviation airports. Blake's airport and site development project experience includes runway extensions, parallel taxiway extensions, pavement overlays, runway safety area improvements, utility installation, hangar construction, pavement rehabilitation, ramp expansion, property acquisition, and parking lots.

### **Conway Municipal Airport Design – Phase 1, Conway, Arkansas.**

Project Leader responsible for providing management and oversight, including project planning, design, property acquisition support, and coordination to design and oversee construction of a new airport in Conway. The airfield will include a 7,000-foot runway with full instrument approaches, a full-length parallel taxiway, terminal, fuel, and parking facilities.

### **Conway Municipal Airport Design – Phase 2, Conway, Arkansas.**

Project Leader responsible for bidding, design, and construction management.

### **Conway Municipal Airport Terminal Design and Construction, Conway, Arkansas.**

Project Leader responsible for providing design services for a 6,300-square-foot terminal building to serve the Conway Municipal Airport. Building amenities include a pilots' lounge, office space for airport management, a line room for airport staff, and a large conference room for use by local industry.

### **Delta Regional Airport Preliminary Airfield Design, Final Grading, and Perimeter Fence Design, Colt, Arkansas.**

Project Leader responsible for management, design, and oversight to build a new regional airport. Responsibilities include grading and drainage design, preliminary plans and design, and Stage 1 plans. The airport will feature a 5,003-foot runway, a full parallel taxiway, apron tie-down space for nearly 30 aircraft, T-hangars, a terminal area with space for a general aviation terminal building, fueling facilities, space for T-hangar development, associated vehicular parking, and an access road.

### **Saline County Regional Airport – Stage 2 (Paving and Lighting Design and Construction), Bryant, Arkansas.**

Aviation Engineer responsible for designing the airfield pavement phase for the new airport, which included two stages. The first involved paving half of the airfield with a 2-inch asphalt section. The second stage included lighting, utilities, and paving the entire airfield to 4-inch thickness. The airport features a 5,000-foot runway, tie-down space, fueling facility, T-hangars, private hangars, full parallel taxiway, security fencing, and access road.

### **Education**

Bachelor of Science in  
Civil Engineering,  
University of Arkansas, 2003

### **Professional Registrations**

Professional Engineer  
AR, 13646, 2008  
TN, 116505, 2013

### **Affiliations**

ACEC of Arkansas Emerging  
Leaders, 2011 – 2012

American Society of Civil  
Engineers

Arkansas Society of Professional  
Engineers

Central AR Chapter, NSPE  
Chapter 1

National Society of Professional  
Engineers

**Saline County Regional Airport Parallel Taxiway Construction, Bryant, Arkansas.**

Project Leader responsible for the construction phase for a parallel taxiway and terminal area fencing project. Responsibilities included coordinating with the commission, grant closeout, site visits, pavement management plan, and construction support and administration.

**Heber Springs Municipal Airport Taxiway and Apron Rehabilitation, Heber Springs, Arkansas.**

Project Leader responsible for bidding, design, and construction management. This project included applying a rejuvenator seal coat, crack cleaning and sealing, and pavement marking on the parallel taxiway and apron.

**Bill and Hillary Clinton National Airport Runway 18-36 Extension, Little Rock, Arkansas.**

Project Leader responsible for managing construction for the first stage of a 1,100-foot extension of the general aviation runway located on the west side of the airfield. Responsibilities also included reviewing submittals and coordinating construction activities with the construction observer. Extending the runway included extending two taxiways, relocating the perimeter road, constructing the relocated runway safety area, installing the associated lighting and navigational aids, relocating water and sewer mains, and relocating a city street.

**Monticello Municipal Airport Terminal Area Fencing, Monticello, Arkansas.**

Project Leader responsible for design, bidding, and construction support services to construct approximately 5,400 linear feet of 7-foot chain link fence in the terminal area with a barbed wire extension, one 20-foot automatic sliding cantilever gate and operator system, three 20-foot manual double-swing gates, and two 4-foot pedestrian gates.

**Woodruff County Runway Sealcoat and Marking, Augusta, Arkansas.**

Aviation Engineer responsible for plans and specifications, construction management and observation, and grant assistance to seal coat the runway, taxiway, and apron and to remark the runway pavement with non-precision markings.

**Houston Executive Airport Construction Support, Houston, Texas.**

Aviation Engineer responsible for construction document support to construct a new green-field, privately-owned, public-use airport. Responsibilities included shop drawing review, construction document preparation, and on-site construction observation.

## Jordan Culver, PE

### Project Manager

Jordan Culver is a Project Manager in our Aviation Group with seven years of experience. Jordan is experienced in managing production teams, handling client relations, coordinating with the FAA and state agencies, and serving as a direct contact for clients and contractors during project construction. Jordan is also a LEED Green Associate and is an ADB Certified Airfield Professional for Airfield Lighting.

#### Education

Bachelor of Science, Civil Engineering, Southern Illinois University-Carbondale, 2006

#### Professional Registrations

Professional Engineer  
AR, 14751, 2011  
IL, 062.063000, 2010

LEED Accredited Professional  
10573389, 2009

### **Hot Springs Memorial Field Terminal Apron and Taxiways Expansion and Rehabilitation, Hot Springs, Arkansas.**

Aviation Engineer responsible for plans and specifications, construction management and observation, and grant assistance on the first two construction phases of this multi-phase project that included constructing a segment of new taxiway parallel to Runway 13, realigning Taxiway "A" to connect with Taxiway "D," providing a complete parallel taxiway for Runway 5-23, and expanding the terminal apron for more aircraft parking.

### **Hot Springs Memorial Field Runway 13-31 Rehabilitation, Hot Springs, Arkansas**

Aviation Engineer responsible for plans and specifications, construction management and observation, and grant assistance on this multi-phase project that included narrowing Hot Springs' crosswind runway from 150 feet to 100 feet, completely removing and replacing pavement structure at two high traffic volume intersections, shifting the crown to the revised centerline, and constructing a bituminous overlay for the length of the runway.

### **Rogers Municipal Airport Parallel Taxiway "A" Construction, Rogers, Arkansas.**

Aviation Engineer responsible for plans and specifications, construction management, and grant assistance on the final three construction phases of this multi-phase project that included constructing a new parallel taxiway on the airfield's east side. The project included removing the old parallel taxiway that did not meet the runway to parallel taxiway separation requirements. The project included complex phasing and multiple night and weekend closures of the runway to allow construction inside of the runway safety area.

### **Jimmie Austin Seminole Regional Airport Taxiway, Apron, and Access Road, Seminole, Oklahoma.**

Aviation Engineer responsible for plans and specifications, construction management, and grant assistance on this project that included constructing taxiway and apron north of the terminal and existing airport development. The new taxiway and apron will provide airfield access to future hangars and airport development proposed on the airport layout drawing.

### **Wilburton Municipal Airport Runway 17-35 Lighting, Wilburton, Oklahoma.**

Aviation Engineer responsible for plans and specifications, construction management, and grant administration on this project that included installing new LED-type medium intensity runway lights on Runway 17-35 as well as airport lighting control vault equipment. Prior to the project, the airfield was an unlit airfield without an electrical vault.

## **Randy Evans**

### **Construction Observer**

Randy Evans is a Construction Observer with more than 20 years of experience. Randy's responsibilities include ensuring that the contractor and subcontractors are working in accordance with plans and specifications, that survey work has proper controls for accurate placement of structures and grades, and that on-site materials are properly stored and inventoried. Randy also maintains daily weather, contractor's forces, and work completed and contract time used records; reviews the results of project site testing; monitors work schedules; and alerts the design staff to potential problems in construction and scheduling conflicts.

### **Conway Municipal Airport Design – Phase 2, Conway, Arkansas.**

Construction Observer responsible for providing construction phase services for the relocation of Lollie Road and earth work construction.

### **Conway Municipal Airport Design – Phase 3, Conway, Arkansas.**

Construction Observer responsible for providing construction phase services. Responsibilities included observing fill and embankment placement, QA testing, and checking contractor's paperwork.

### **Conway Municipal Airport Design – Phase 4, Conway, Arkansas.**

Construction Observer responsible for providing construction phase services. Responsibilities included observing embankment placement, fence placement, ditch and concrete paving, soil cement stabilization, and earthwork.

### **Tulsa International Airport Runway 18L-36R – Construction Observation, Tulsa, Oklahoma.**

Construction Observer responsible for providing construction phase services. Responsibilities included observing concrete placement and paving.

### **Conway Bike Trail along Tucker Creek, Conway, Arkansas.**

Construction Observer responsible for providing construction phase services for this 12-foot-wide asphalt pathway that includes bridge crossings and parking lot tie-ins and extends 2.5 miles through the city.

### **North Salem Road Extension, Conway, Arkansas.**

Construction Observer responsible for providing construction phase services to extend 0.6 miles of roadway on new alignment, including curb and gutter, sidewalk, wheelchair ramps, and intersection improvements at both ends. The roadway connected Meadowlake Drive to U.S. Highway 64. The project was constructed in cooperation with Arkansas Highway and Transportation Department for the new I-40 interchange project in northern Conway.

### **Harkrider Street Roundabouts and Pedestrian Improvements, Conway, Arkansas.**

Construction Observer responsible for providing construction phase services to construct two two-lane roundabouts and a pedestrian underpass for Hendrix College students. This project was a joint effort between Arkansas Highway and Transportation Department, City of Conway, and Hendrix College.

**APPENDIX B**

**QA TESTING FIRM CONTRACT AND  
QUALIFICATIONS**



## CONTRACT

THIS AGREEMENT Made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Conway, 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".

### WITNESSETH:

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 Schedule 2 for the project "Stage 2B – Paving and Lighting" at the new Conway Municipal Airport.

The TESTING FIRM, having examined the Technical Specifications and the Construction Materials Quality Control Plan, hereby agrees to furnish all tools, appliances, equipment and specified materials, and perform all necessary labor for "Construction Materials Quality Control Testing" for Schedule 2 for the project "Stage 2B – Paving and Lighting" at the new Conway Municipal Airport, in strict accordance with the Technical Specifications and the Construction Materials Quality Control Plan at and for the unit prices agreed to herein.

The number of tests shown on the Unit Price Schedule is 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 the Construction Materials Quality Control Plan and accepted by the Engineer.

The TESTING FIRM agrees to perform the work in accordance with the Construction Materials Quality Control Plan 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.

**CONWAY MUNICIPAL AIRPORT  
STAGE 2B - PAVING AND LIGHTING  
CONSTRUCTION MATERIALS TESTING  
UNIT PRICES - SCHEDULE 1**

ITEM NO.	SPEC. NO.	TEST NAME	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	P-152	Classification of Soils (USCS)	EA	4	\$ 57.50	\$ 230.00
2	P-152	Liquid Limit, Plastic Limit, & Plasticity Index	EA	4	\$ 46.00	\$ 184.00
3	P-152	Lab Compaction Characteristics (Standard)	EA	4	\$ 161.00	\$ 644.00
4	P-152	Density of Soil In-Place (Nuclear Method)	EA	1,400	\$ 35.00	\$ 49,000.00
5	P-301	Lab Compaction Characteristics (Standard)	EA	2	\$ 161.00	\$ 322.00
6	P-301	Density of Soil In-Place (Nuclear Method)	EA	24	\$ 35.00	\$ 840.00
7	P-301	Thickness	EA	190	\$ 20.00	\$ 3,800.00
8	P-501	Test Specimen	EA	80	\$ 76.50	\$ 6,120.00
9	P-501	Flexural Strength	EA	80	\$ 38.00	\$ 3,040.00
10	P-501	Pavement Thickness	EA	40	\$ 20.00	\$ 800.00
11	N/A	Technician <sup>3</sup>	HR	\$ 275.00	\$ 30.00	\$ 8,250.00
12	N/A	Mobilization <sup>3</sup>	EA	\$ 50.00	\$ 130.00	\$ 6,500.00
13	N/A	Per Diem	EA	\$ 2.00	\$ 90.00	\$ 180.00

**Estimated Materials Testing Cost (Schedule 1) \$ 79,910.00**

**\* NOTES:**

- 1 The Contractor shall furnish all tools, labor and materials for cutting samples and filling core holes. The Testing firm will be responsible for measuring and testing the cores.
- 2 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.

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**

ATTEST:

\_\_\_\_\_

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

Title \_\_\_\_\_

**THOMAS & ASSOCIATES, INC.**

ATTEST:

\_\_\_\_\_

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

Title \_\_\_\_\_

SEAL (If a Corporation)

# **Enice Thomas, Jr.**

## **President, Thomas & Associates, Inc.**

### ***Project Team Role***

Materials Testing

### ***Related Training***

Concrete Field Testing Technician

Troxler course - Nuclear Testing Equipment

National Highway Institute: Asphalt Surface Treatment, Maintenance of Gravel Roads, Maintenance of Roadway Drainage, Bridge Rehabilitation, Soil Stabilization; Training Course for Worksite Traffic Supervisors; Public Relations Course.

### ***Representative Projects***

- Runway 22R Extension. Little Rock National Airport, Little Rock, Arkansas.
- East Airfield Access Road. Arkansas International Airport, Blytheville, Arkansas.
- Hangar 455 Improvements. Arkansas International Airport, Blytheville, Arkansas.
- Sidewalk and Street Improvements. Don Stephens Construction Company, Haynes, Arkansas.
- Allen Street Drainage and Street Improvements. Don Stephens Construction Company, North Little Rock, Arkansas.
- Airfield Pavement Rehabilitation. Arkansas International Airport, Blytheville, Arkansas.
- Runway 4L-22R Rehabilitation including Taxiway Connections. Little Rock National Airport, Little Rock, Arkansas.
- Terminal Area Paving Improvements. Little Rock National Airport, Little Rock, Arkansas.
- Airfield Pavement Rehabilitation. Little Rock National Airport. Little Rock, Arkansas.
- West Memphis Municipal Airport, West Memphis, Arkansas.
- Forrest City Housing Rehabilitation, Forrest City, Arkansas.
- Taxiway P Reconstruction, Little Rock National Airport
- Taxiway B & D Reconstruction, Little Rock National Airport
- Parallel Taxiway to Runway 7-25, Arkadelphia Municipal Airport
- Runway, Taxiway & Apron Slab Repair, Arkansas International Airport
- Apron Rehabilitation, Pine Bluff Municipal Airport
- Sand & Gravel Exploration, Wilcox Property, North Little Rock, Arkansas
- Taxiway C Rehabilitation; Perimeter Road Paving; Runway 22R ILS/ALS site work; Runway 22R Extension including Taxiway F, C, and M paving and lighting; West Perimeter Road – North construction and paving; Runway 18-36 rehabilitation; terminal electrical upgrade – Little Rock National Airport.
- Runway 5-23 Overlay, Heber Springs, Arkansas.
- Runway 16-34, Taxiway Overlay, Wynne Municipal Airport.

**APPENDIX C**  
**MATERIAL TESTING REPORT FORM**





**APPENDIX D**  
**FAA FORM 5370-1**  
**CONSTRUCTION PROGRESS AND INSPECTION**  
**REPORT (EXAMPLE)**



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## CONSTRUCTION PROGRESS AND INSPECTION REPORT

AIRPORT GRANT PROGRAM

Period Ending

Project Number

**3-05-0089-006-2013**

Airport Name

**Conway Municipal Airport**

Project Description

**Stage 2B Paving and Lighting**

Contractor's Name

**Weaver-Bailey Contractors, Inc.**

1. Rough Estimate of Percent Completion to Date of Construction Phases *(Include items such as clearing, grading, drainage, base, surface, lighting, etc.)*

2. Work Completed or in Progress this period

3. Brief Weather Summary This Period Including Approximate Rainfall and Periods of Below Freezing Temperature  
*(On earthwork jobs include soil conditions)*

4. Contract Time

No Days  
Charged To  
Date

Last Working  
Day Charged  
(Date)

5. Summary of Laboratory and Field Testing This Period *(note failing tests and any retests Summarize out-of-tolerance material. Identify material subject to pay reduction.)*

6. Describe Anticipated Work by Contractor for Next Period

7. Problem Areas/Other Comments *(Revisions to plans and specifications approved or denied, delays, difficulties, etc. and actions taken.)*

**SPONSOR'S INSPECTOR OR REPRESENTATIVE**

Date

Typed of Printed Name and Title

Signature

INSTRUCTIONS FOR PREPARATION OF FAA FORM 5370-1 (8-89)  
**CONSTRUCTION PROGRESS AND INSPECTION REPORT**  
AIRPORT GRANT PROGRAM

This preaddressed form is to be filled out, with ballpoint pen or typewriter by the Sponsor's Inspector on the project, folded with return address out, fastened, and mailed to the address shown below. No postage is required since the postage has been prepaid by the Federal Aviation Administration.

Submit one copy for each report. If additional space is required to complete any of the items, continue on a separate sheet of plain paper, identifying it with the project number, fold and insert inside the report before mailing.

If additional blank copies of the form are required, submit your request to the address provided below.

☆ U.S. GPO:1989-261-335/03364

TAB OR TAPE HERE

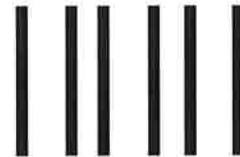
**1st  
Fold**

**2nd  
Fold**

U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

800 Independence Avenue, S.W.  
Washington, D.C. 20591

Official Business  
Penalty for Private Use \$200



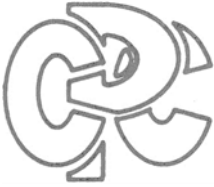
NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED  
STATES

**BUSINESS REPLY MAIL**  
FIRST CLASS PERMIT NO. 12438 WASHINGTON, D.C.

POSTAGE WILL BE PAID BY THE FEDERAL AVIATION ADMINISTRATION

**Federal Aviation Administration**  
**PLEASE SELECT Airports PLEASE SELECT**  
**PLEASE SELECT**  
**PLEASE SELECT**





# CONWAY PLANNING COMMISSION

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

September 17, 2013

Council Members  
Conway, AR 72032

Dear Council Members:

Gridiron Towers, LLC request for a Conditional Use Permit to allow a transmission tower for property that is located at 1601 South Donaghey with the legal description

#### SITE DESCRIPTION:

A tract of land lying in and being part of tile North Half (N/2) of the Southeast Quarter (SE/4) of Section 23, Township 5 North, Range 14 West, as described in Document Number 1999-7923, Deed Records of Faulkner County, Arkansas; Said tract being more particularly described as follows:

Commencing at a PK nail found for tile Northeast corner of said SE/4; Thence N88°31'13"W on the North line of said SE/4, a distance of 1041.22 feet to a point on said North line; Thence S01°28'47"W perpendicular to said North line, a distance of 159.36 feet to a 1/2" iron rod set for the Northwest corner, said corner being the Point of Beginning; Thence S87°52'02"E a distance of 75.00 feet to a 1/2" iron rod set for tile Northeast corner; Thence S02°07'58"W a distance of 75.00 feet to a 1/2" iron rod set for the Southeast corner; Thence N87°52'02"W a distance of 75.00 feet to a 1/2" iron set for the Southwest corner; Thence N02°07'58"E a distance of 75.00 feet to the Point of Beginning, containing 5,625.00 square feet or 0.129 acres, more or less.

#### ACCESS/UTILITY DESCRIPTION:

A 25.00 foot wide easement for ingress, egress and utility purposes crossing a part of the North Half (N/2) of the Southeast Quarter (SE/4) of Section 23, Township 5 North, Range 14 West, as described in Document Number 1999-7923, Deed Records of Faulkner County, Arkansas; Said easement being 12.50 feet on each side of the following described centerline:

Commencing at a PK nail found for the Northeast corner of said SE/4; Thence N88°31'13"W on the North line of said SE/4, a distance of 979.20 feet to the Point of Beginning on said North line; Thence S01°28'47"W perpendicular to said North line, a distance of 72.53 feet to a point; Thence S39°09'44" E a distance of 98.71 feet to a point; Thence S47°18'13"W a distance of 72.15 feet to the Point of termination on the East line of the 0.129 acre Lessee's Lease Site. Side lines of said easement to be shortened or extended such as to begin on the North line of said SE/4 and terminate on the East line of said 0.129 acre Lessee's Lease Site.

was reviewed by the Planning Commission at their regular meeting on September 16, 2013. The Planning Commission voted 8 – 0 to forward this request to the City Council with a recommendation for approval subject to the following conditions.

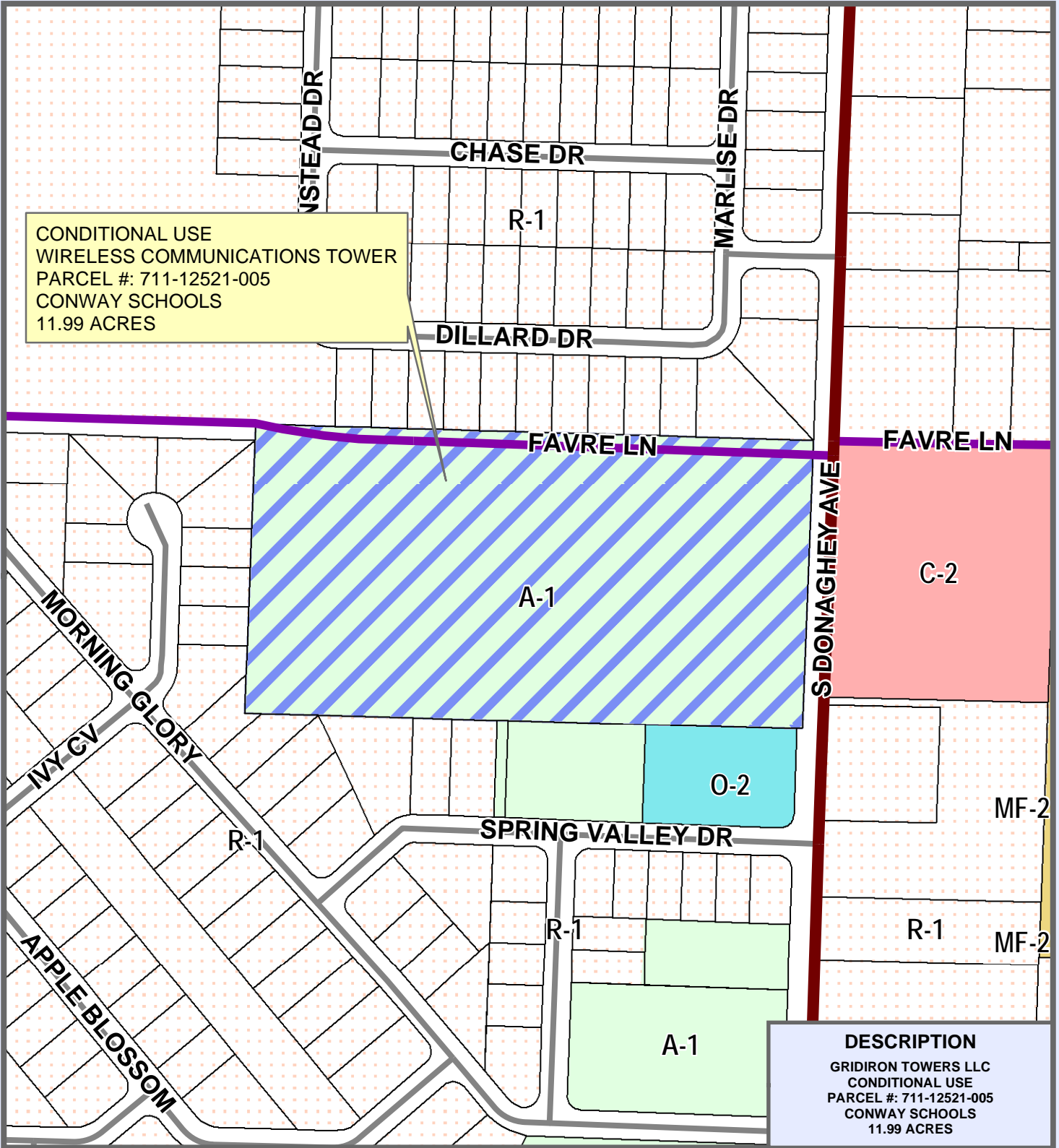
1. All prescribed conditions per the Conway Zoning Ordinance shall be met along with the three specific conditions below.
2. A brick wall at least 6 feet in height shall surround the enclosure. Any security fencing shall be behind this brick wall out of sight. The service gate shall be constructed with ornamental iron or equivalent.
3. A hedge row 30" in height at the time of planting shall be provided around the base of the brick wall on the north, south, and east.
4. Flag lighting shall not trespass on neighboring properties.

Sincerely,

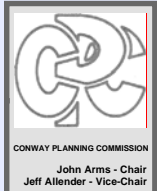
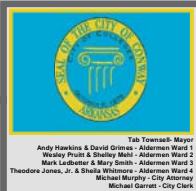
Jon Arms, Chair  
Planning Commission

# CITY OF CONWAY

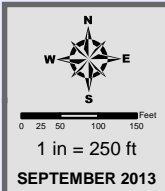
## GRIDIRON TOWERS LLC CONDITIONAL USE



**DESCRIPTION**  
**GRIDIRON TOWERS LLC**  
**CONDITIONAL USE**  
**PARCEL #: 711-12521-005**  
**CONWAY SCHOOLS**  
**11.99 ACRES**



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



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

CONTACT INFORMATION  
 WWW.CONWAYPLANNING.ORG/GIS  
 E-MAIL: Jason.Lyon@CityOfConway.org



# CONWAY PLANNING COMMISSION

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

September 17, 2013

Council Members  
Conway, AR 72032

Dear Council Members:

Gridiron Towers, LLC request for a Conditional Use Permit to allow a transmission tower for property that is located at the northwest corner of Salem Road and Irby Drive with the legal description

#### SITE DESCRIPTION:

A tract of land lying in and being part of Lot 63R, WINDSOR PARK SUBDIVISION, a Replat of Lot 63, WINDSOR PARK SUBDIVISION, in the City of Conway, lying in the East Half (E/2) of the Southeast Quarter (SE/4) of Section 34 and also lying in the West Half (W/2) of the Southwest Quarter (SW/4) of Section 35, Township 6 North, Range 14 West, Faulkner County, Arkansas according to the recorded plat thereof, as described in Document Number 2001-7522, Deed Records of Faulkner County, Arkansas; Said tract being more particularly described as follows:

Commencing at a 1/2" iron rod found for the Southwest corner of said Lot 63R; Thence S87°57'57"E on the South line of said Lot 63R, also being the North Public Right-of-way line of Irby Drive, a distance of 32.24 feet to a point on said South line; Thence N02°02'03"E perpendicular to said South line, a distance of 71.62 feet to a 1/2" iron rod set for the Southwest corner, said corner being the Point of Beginning; Thence N28°13'57"W a distance of 75.00 feet to a 1/2" iron rod set for the Northwest corner; Thence N61°46'03"E a distance of 75.00 feet to a 1/2" iron rod set for the Northeast corner; Thence S28°13'57"E a distance of 75.00 feet to a 1/2" iron rod set for the Southeast corner; Thence S61°46'03"W a distance of 75.00 feet to the Point of Beginning, containing 5,625.00 square feet or 0.129 acres, more or less.

#### ACCESS/UTILITY DESCRIPTION

A 25.00 foot wide easement for ingress, egress and utility purposes crossing a part of Lot 63R, WINDSOR PARK SUBDIVISION, a Replat of Lot 63, WINDSOR PARK SUBDIVISION, in the City of Conway, lying in the East Half (E/2) of the Southeast Quarter (SE/4) of Section 34 and also lying in the West Half (W/2) of the Southwest Quarter (SW/4) of Section 35, Township 6 North, Range 14 West, Faulkner County, Arkansas according to the recorded plat thereof, as described in Document Number 2001-7522, Deed Records of Faulkner County, Arkansas; Said easement being 12.50 feet on each side of the following described centerline:

Commencing at a 1/2" iron rod found for the Southwest corner of said Lot 63R; Thence S87°57'57"E on the South line of said Lot 63R, also being the North Public Right-of-way line of Irby Drive, a distance of 5.23 feet to a point on said South line; Thence N02°02'03"E perpendicular to said South line, a distance of 142.70 feet to the Point of Beginning on the North line of the 0.129 acre Lessee's Lease Site; Thence N28°13'28"W a distance of 32.07 feet to a point; Thence S54°08'07"W a distance of 86.11 feet to the Point of termination on the East Public Right-of-way line of Windsor Park Drive. Side lines of said easement to be shortened or extended such as to begin on the North line of said 0.129 acre Lessee's Lease Site and terminate on the East Public Right-of-way line of Windsor Park Drive.

was reviewed by the Planning Commission at their regular meeting on September 16, 2013. The Planning Commission voted 8 – 0 to forward this request to the City Council with a recommendation for approval.

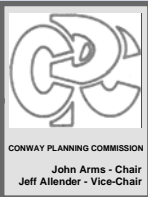
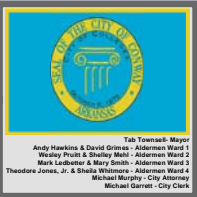
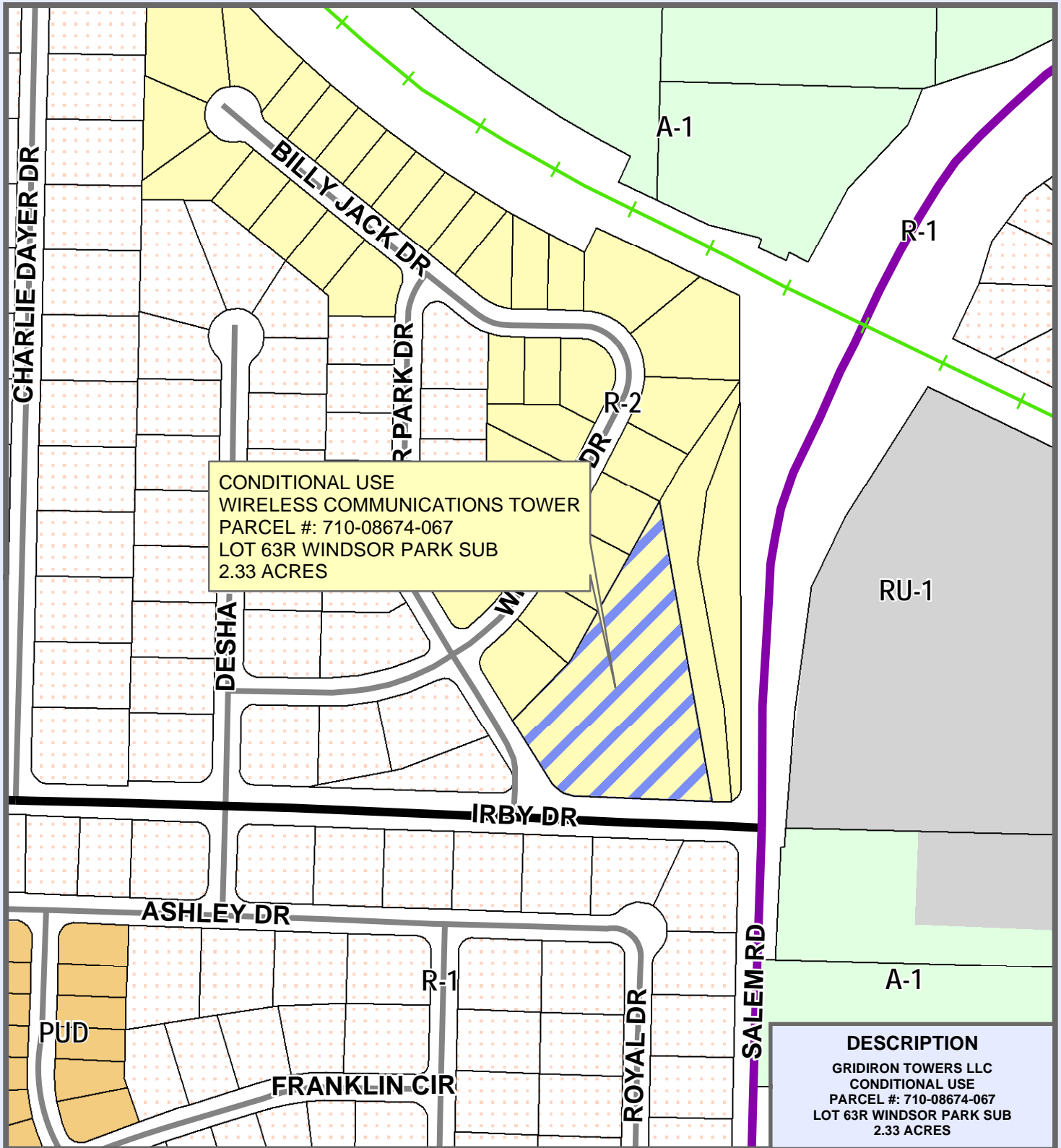
1. All prescribed conditions per the Conway Zoning Ordinance shall be met along with the three specific conditions below.
2. A brick wall at least 6 feet in height shall surround the enclosure. Any security fencing shall be behind this brick wall out of sight. The service gate shall be constructed with ornamental iron or equivalent.
3. A hedge row 30" in height at the time of planting shall be provided around the base of the brick wall on the north, south, and east.

Sincerely,

Jon Arms, Chair  
Planning Commission

# CITY OF CONWAY

## GRIDIRON TOWERS LLC CONDITIONAL USE



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



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CONTACT INFORMATION  
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 E-MAIL: Jason.Lyon@CityOfConway.org



# CONWAY PLANNING COMMISSION

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

September 17, 2013

Council Members  
Conway, AR 72032

Dear Council Members:

Gridiron Towers, LLC request for a Conditional Use Permit to allow a transmission tower for property that is located at the southeast corner of Pat's Lane and Don's Lane with the legal description

#### SITE DESCRIPTION

A tract of land lying in and being part of Lot 11, MILLER'S MALL REPLAT to the City of Conway according to the plat recorded in Plat Book H, Page 51, Plat Records of Faulkner County, Arkansas, as described in Document Number 2010-21254, Deed Records of Faulkner County, Arkansas; Said tract being more particularly described as follows:

Commencing at a 3/8" iron rod found for the Southeast corner of said Lot 11; Thence N01°44'12"E on the East line of said Lot 11, a distance of 7.47 feet to a point on said East line; Thence N88°15'48"W perpendicular to said East line, a distance of 7.53 feet to a 1/2" iron rod set for the Southeast corner, said corner being the Point of Beginning; Thence N88°22'21"W a distance of 75.00 feet to a 1/2" iron rod set for the Southwest corner; Thence N01°44'12"E a distance of 75.00 feet to a 1/2" iron rod set for the Northwest corner; Thence S88°22'21"E a distance of 75.00 feet to a 1/2" iron rod set for the Northeast corner; Thence S01°44'12"W a distance of 75.00 feet to the Point of Beginning, containing 5,625.00 square feet or 0.129 acres, more or less.

#### ACCESS UTILITY DESCRIPTION

A 20.00 foot wide easement for ingress, egress and utility purposes crossing a part of Lot 11, MILLER'S MALL REPLAT to the City of Conway according to the plat recorded in Plat Book H, Page 51, Plat Records of Faulkner County, Arkansas, as described in Document Number 2010-21254, Deed Records of Faulkner County, Arkansas; Said easement being 10.00 feet on each side of the following described centerline:

Commencing at a 1/2" iron rod found for the Northeast corner of said Lot 11; Thence N87°37'58"W on the North line of said Lot 11, also being the South Public Right-of-way line of Don's Lane, a distance of 17.50 feet to the Point of Beginning on said South Public Right-of-way line; Thence S01°44'12"W a distance of 99.85 feet to the Point of termination on the North line of the 0.129 acre Lessee's Lease Site. Side lines of said easement to be shortened or extended such as to begin on the South Public Right-of-way line of Don's Lane and terminate on the North line of said 0.129 acre Lessee's Lease Site.

was reviewed by the Planning Commission at their regular meeting on September 16, 2013. The Planning Commission voted 8 – 0 to forward this request to the City Council with a recommendation for approval subject to the following conditions.

1. All prescribed conditions per the Conway Zoning Ordinance shall be met along with the three specific conditions below.
2. Due to the lack of sight from a public right-of-way, a chain link fence enclosure of at least 6 feet shall be allowed
3. Due to the lack of sight from a public right-of-way, no landscaping shall be required.
4. Two 2" caliper canopy trees are required in the landscape area at the corner of Pat's and Don's Lane. These should be located away from overhead power lines.

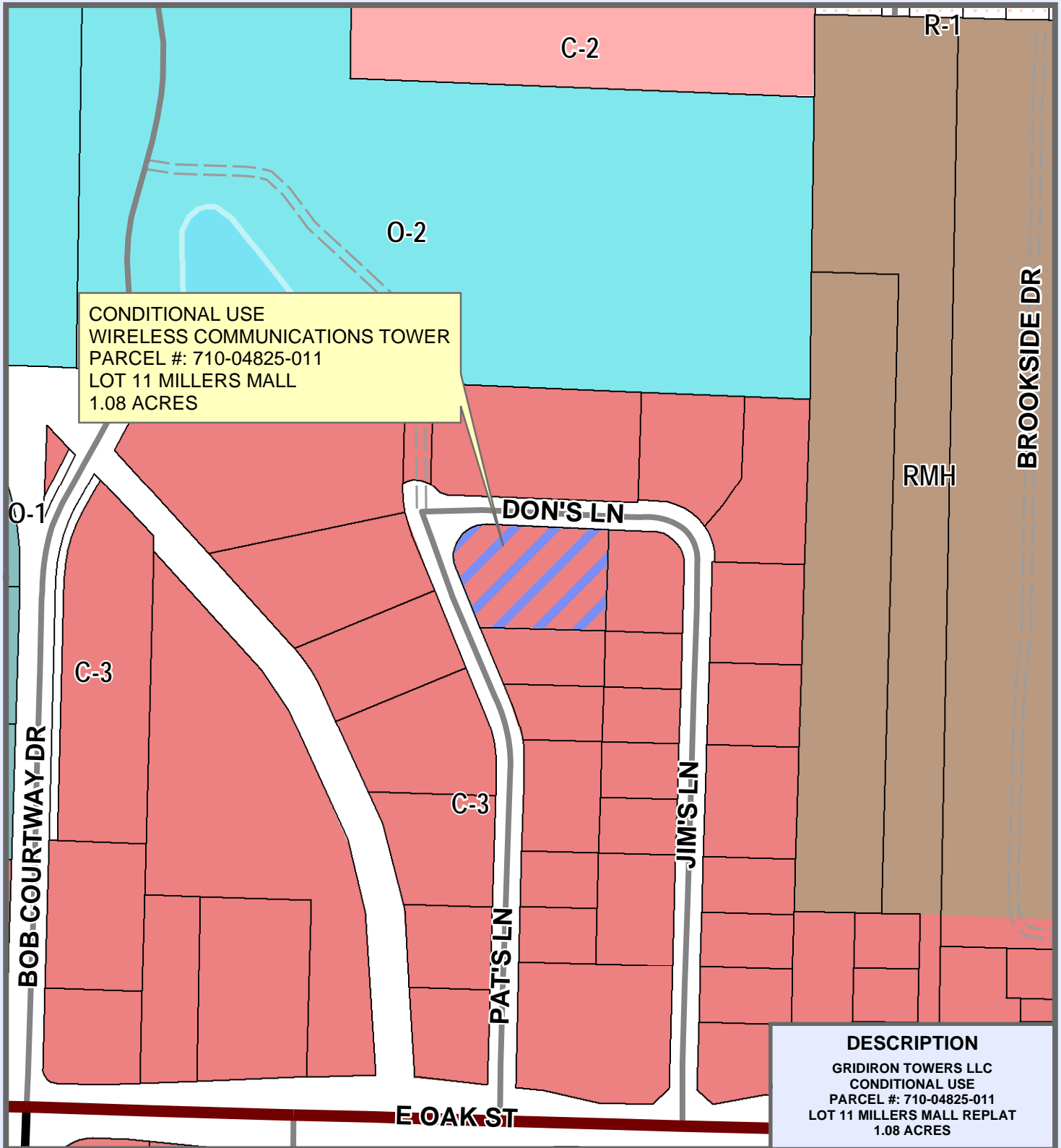
Sincerely,

Jon Arms, Chair  
Planning Commission

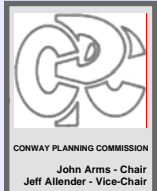
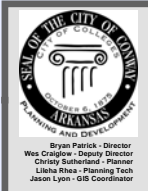
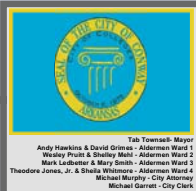


# CITY OF CONWAY

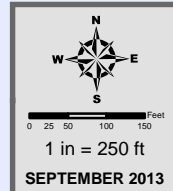
## GRIDIRON TOWERS LLC CONDITIONAL USE



**DESCRIPTION**  
**GRIDIRON TOWERS LLC**  
**CONDITIONAL USE**  
**PARCEL #: 710-04825-011**  
**LOT 11 MILLERS MALL REPLAT**  
**1.08 ACRES**



<ul style="list-style-type: none"> <li><span style="color: green;">—</span> INTERSTATE</li> <li><span style="color: red;">—</span> MAJOR ARTERIAL</li> <li><span style="color: blue;">—</span> MINOR ARTERIAL</li> <li><span style="color: black;">—</span> COLLECTOR</li> <li><span style="color: gray;">—</span> RESIDENTIAL</li> <li><span style="color: gray;">- - -</span> PRIVATE ROAD</li> <li><span style="color: yellow;">—</span> INTERSTATE RAMP</li> <li><span style="color: green;">—</span> RAILROADS</li> <li><span style="color: black;">—</span> LOT LINE</li> <li><span style="color: blue;">—</span> STREAMS</li> <li><span style="color: blue;">—</span> LAKES &amp; PONDS</li> <li><span style="border: 1px solid red; display: inline-block; width: 10px; height: 10px;"></span> CITY LIMITS</li> </ul>	<table border="0"> <tr> <th colspan="2" style="text-align: left;">Residential</th> <th colspan="2" style="text-align: left;">Industrial</th> </tr> <tr> <td style="background-color: #f0f0f0; width: 15px;"></td> <td>R-1</td> <td style="background-color: #ffff00; width: 15px;"></td> <td>MF-1</td> </tr> <tr> <td style="background-color: #f0f0f0; width: 15px;"></td> <td>R-2A</td> <td style="background-color: #ffff00; width: 15px;"></td> <td>MF-2</td> </tr> <tr> <td style="background-color: #f0f0f0; width: 15px;"></td> <td>R-2</td> <td style="background-color: #ffff00; width: 15px;"></td> <td>MF-3</td> </tr> <tr> <td style="background-color: #f0f0f0; width: 15px;"></td> <td>HR</td> <td style="background-color: #800000; width: 15px;"></td> <td>RMH</td> </tr> <tr> <td style="background-color: #00ff00; width: 15px;"></td> <td>SR</td> <td></td> <td></td> </tr> </table>	Residential		Industrial			R-1		MF-1		R-2A		MF-2		R-2		MF-3		HR		RMH		SR			<table border="0"> <tr> <th colspan="2" style="text-align: left;">Commercial Office</th> <th colspan="2" style="text-align: left;">Special</th> </tr> <tr> <td style="background-color: #f0f0f0; width: 15px;"></td> <td>C-1</td> <td style="background-color: #0000ff; width: 15px;"></td> <td>SP</td> </tr> <tr> <td style="background-color: #f0f0f0; width: 15px;"></td> <td>C-2</td> <td style="background-color: #0000ff; width: 15px;"></td> <td>S-1</td> </tr> <tr> <td style="background-color: #f0f0f0; width: 15px;"></td> <td>C-3</td> <td style="background-color: #0000ff; width: 15px;"></td> <td>A-1</td> </tr> <tr> <td style="background-color: #f0f0f0; width: 15px;"></td> <td>C-4</td> <td style="background-color: #0000ff; width: 15px;"></td> <td>PUD</td> </tr> <tr> <td></td> <td></td> <td style="background-color: #0000ff; width: 15px;"></td> <td>TJ</td> </tr> </table>	Commercial Office		Special			C-1		SP		C-2		S-1		C-3		A-1		C-4		PUD				TJ
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**CONTACT INFORMATION**  
 WWW.CONWAYPLANNING.ORG/GIS  
 E-MAIL: Jason.Lyon@CityOfConway.org



**City of Conway, Arkansas  
Ordinance No. O-13- \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 101 HUBBARD ROAD FROM R-1 TO PUD:**

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

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

The East ½ of the South 1/5 of the SW ¼ of Section 11, Township 5 North, Range 14 West, containing 4 acres, more or less.

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

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

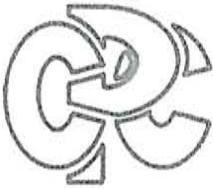
**PASSED** this 24<sup>th</sup> day of September, 2013.

**Approved:**

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

**Attest:**

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



# CONWAY PLANNING COMMISSION

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

September 17, 2013

Council Members  
Conway, AR 72032

Dear Council Members:

Chris Thornton and George Grimes (The Homes of Stonebrook Cove LLC) request for a rezoning from R-1 to PUD for property located at 101 Hubbard Road with the legal description

The East ½ of the South 1/5 of the SW ¼ of Section 11, Township 5 North,  
Range 14 West, containing 4 acres, more or less.

was reviewed by the Planning Commission at their regular meeting on September 16, 2013. The Planning Commission voted 8 – 0 to forward this request to the City Council with a recommendation for approval subject to the following PUD conditions.

1. Rezoning to PUD is conditional upon HUD approval for a 55+ community development.
2. PUD shall be generally developed as shown on submitted building rendering and site plan. Minor variations from submitted plan shall be allowed for technical reasons.
3. Platting shall be required. Any additional right-of-way, sidewalks, etc., as required by the Subdivision Ordinance shall be dedicated and constructed.
4. Setbacks. Building setbacks must be established and shown on the plat. These setbacks shall correspond with necessary utility easements.
5. Structures shall utilize Hardi-board or similar cement board material.
6. Privacy fencing facing Carl Stuart Street shall be a 6 to 8 foot wooden privacy fence with brick columns approximately 21 feet on center. Wrought iron style fencing may be utilized as "accent" fencing along front and side corner lots at neighborhood entrances.
7. PUD land use shall be limited to a maximum of 26 single family residential dwellings and typical accessory buildings.
8. A property owners association shall be formed in order to provide maintenance for common property including private streets, gates, fencing, and other common properties.
9. Twenty percent (20%) green space shall be provided through private yards and other permeable spaces throughout the development.
10. Exterior construction is prohibited from 8:00pm to 7:00am.
11. If required by the City Engineer, on-site drainage improvements shall be provided. Likewise, off-site drainage improvements may be utilized in lieu of, or in combination with, on-site detention per City Engineer's approval.

Sincerely,

Jon Arms, Chair  
Planning Commission



Stone Brook Cove

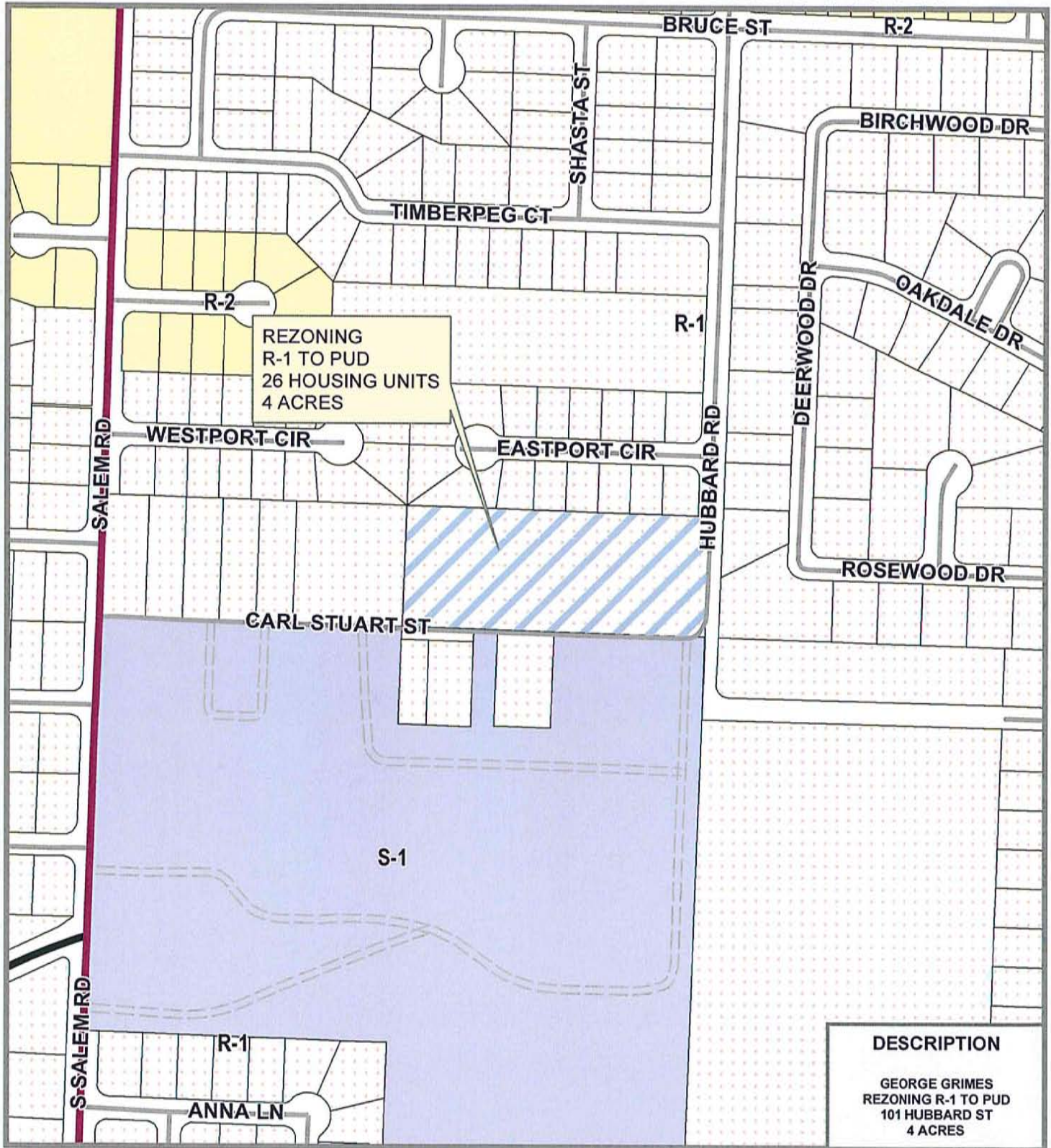
*The Homes of*  
Stonebrook Cove





# CITY OF CONWAY

## THE HOMES OF STONEBROOK COVE LLC REZONE R-1 TO PUD



**DESCRIPTION**

**GEORGE GRIMES  
REZONING R-1 TO PUD  
101 HUBBARD ST  
4 ACRES**



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



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

CONTACT INFORMATION  
 WWW.CONWAYPLANNING.ORG/GIS  
 E-MAIL: Jason.Lyon@CityOfConway.org



**City of Conway, Arkansas**  
**Ordinance No. O-13-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE NORTHEAST OLD CONWAY AREA SPECIFIC PLAN TO ALLOW  
 TRANSITIONAL HOUSING AT CERTAIN PROPERTIES IN THE BROWNS SUBDIVISION:**

**WHEREAS**, The City of Conway would like to amend the Northeast Old Conway Area Specific Plan to allow transitional housing on a particular lots and set appropriate conditions for its operation;

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

**Section 1.** Section V. Land Uses Allowed, of the Northeast Old Conway Specific Area Plan, adopted by referring Ordinance 0 -09-86, August 25, 2009 is amended to include the text below. This text shall follow Chart 6. Land Uses Allowed by Right or Condition:

Specific Amendment for properties legally described:

Lots A, B, C, E, and F of Block 6 Replat of Browns Subdivision; 13-415, 409-411, 405-407, 397-399, 393-395 Shannon Circle

Lots 15, 16, and 17 of Block 7 of Browns Subdivision; 408-410, 412-414, 416-418 Shannon Circle

Lots 1 and 18 of Block 6 of Browns Subdivision, Lot A Block 7 Replat of Browns Subdivision; 1228-1230, 1236-1238, 1240-1242 Jersey Street

Lots 2, 3, 4, 5, and 6 of Block 8 of Browns Subdivision; 1239-1241, 1235-1237, 1231-1233, 1227-1229, 1223-1225 Jersey Street

1. Transitional housing services may only be operated by MFB Investments, LLC; 100 Gamble Road; Little Rock, AR; 72211. Any transfer of ownership will require City Council approval through an amendment to the Northeast Old Conway Area Area Specific Plan.
2. Said MFB Investments shall be allowed to offer prisoner transitional housing to Class C and less felony offenders. Violent offenders and Sex offenders may not be offered housing.
3. A six foot wooden privacy fence must be constructed and maintained along the rear (west property line) of the lots along Ingram Street
4. Medical, psychological, and drug rehabilitation support services may not be offered on site.
5. No more than four persons may occupy any one dwelling unit.
6. A 5 foot wide concrete sidewalk shall be constructed for access from Jersey Street to Ingram Street.

**Section 2.** A definition for transitional housing shall be added alphabetically to the Northeast Old Conway Area Specific Plan Definitions following Chart 6, Land Uses Allowed by Right or Condition:

**Transitional Housing:** A facility for the housing of persons on probation, parole, or early release from correctional institutions, or other persons found guilty of criminal offenses

**Section 3.** That any ordinance which conflicts with this ordinance is hereby repealed to the extent of the conflict.

**Section 4.** That this ordinance is necessary for the protection, peace, health and safety of the citizens of Conway, and therefore, an emergency is declared to exist, and this ordinance shall go into effect from and after its passage and approval.

**PASSED** this 24<sup>th</sup> day of September, 2013.

**Approved:**

---

**Mayor Tab Townsell**

**Attest:**

---

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





# CONWAY PLANNING COMMISSION

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

September 17, 2013

Council Members  
Conway, AR 72032

Dear Council Members:

MFB Investments, LLC request to amend the Northeast Old Conway Area Specific Plan to allow transitional housing of ex-prisoners for property that is addressed as 413-415, 409-411, 405-407, 397-399, 393-395 Shannon Circle; 408-410, 412-414, 416-418 Shannon Circle; 1228-1230, 1236-1238, 1240-1242 Jersey Street; and 1239-1241, 1235-1237, 1231-1233, 1227-1229, 1223-1225 Jersey Street with the legal description

Lots A, B, C, E, and F of Block 6 Replat of Browns Subdivision;  
Lots 15, 16, and 17 of Block 7 of Browns Subdivision;  
Lots 1 and 18 of Block 6 of Browns Subdivision, Lot A Block 7 Replat of Browns Subdivision;  
Lots 2, 3, 4, 5, and 6 of Block 8 of Browns Subdivision

was reviewed by the Planning Commission at their regular meeting on September 16, 2013. The initial Planning Commission vote was 5 – 3 to forward this request to the City Council with a recommendation for approval subject to the following conditions. The motion would have failed at that point but the Chairman decided to add his vote to the "ayes" making the final vote 6 -3. Commissioners voting against the motion were Lee Washington, Marilyn Armstrong, and Jeff Allender. This is a classic example of "ask for forgiveness rather than ask for permission," stated one commissioner.

1. Transitional housing services may only be operated by MFB Investments, LLC; 100 Gamble Road; Little Rock, AR; 72211. Any transfer of ownership will require City Council approval through an amendment to the Northeast Old Conway Area Specific Plan.
2. Said MFB Investments shall be allowed to offer prisoner transitional housing to Class C and less felony offenders. Violent offenders and sex offenders may not be offered housing.
3. A six-foot wooden privacy fence must be constructed and maintained along the rear (west property line) of the lots along Ingram Street.
4. Medical, psychological, and drug rehabilitation support services may not be offered on site.
5. No more than four persons may occupy any one dwelling unit.
6. A 5-foot wide concrete sidewalk shall be constructed for access from Jersey Street to Ingram Street.
7. The definition for Transitional Housing shall be added to the definitions section of the Northeast Old Conway Area Specific Plan:

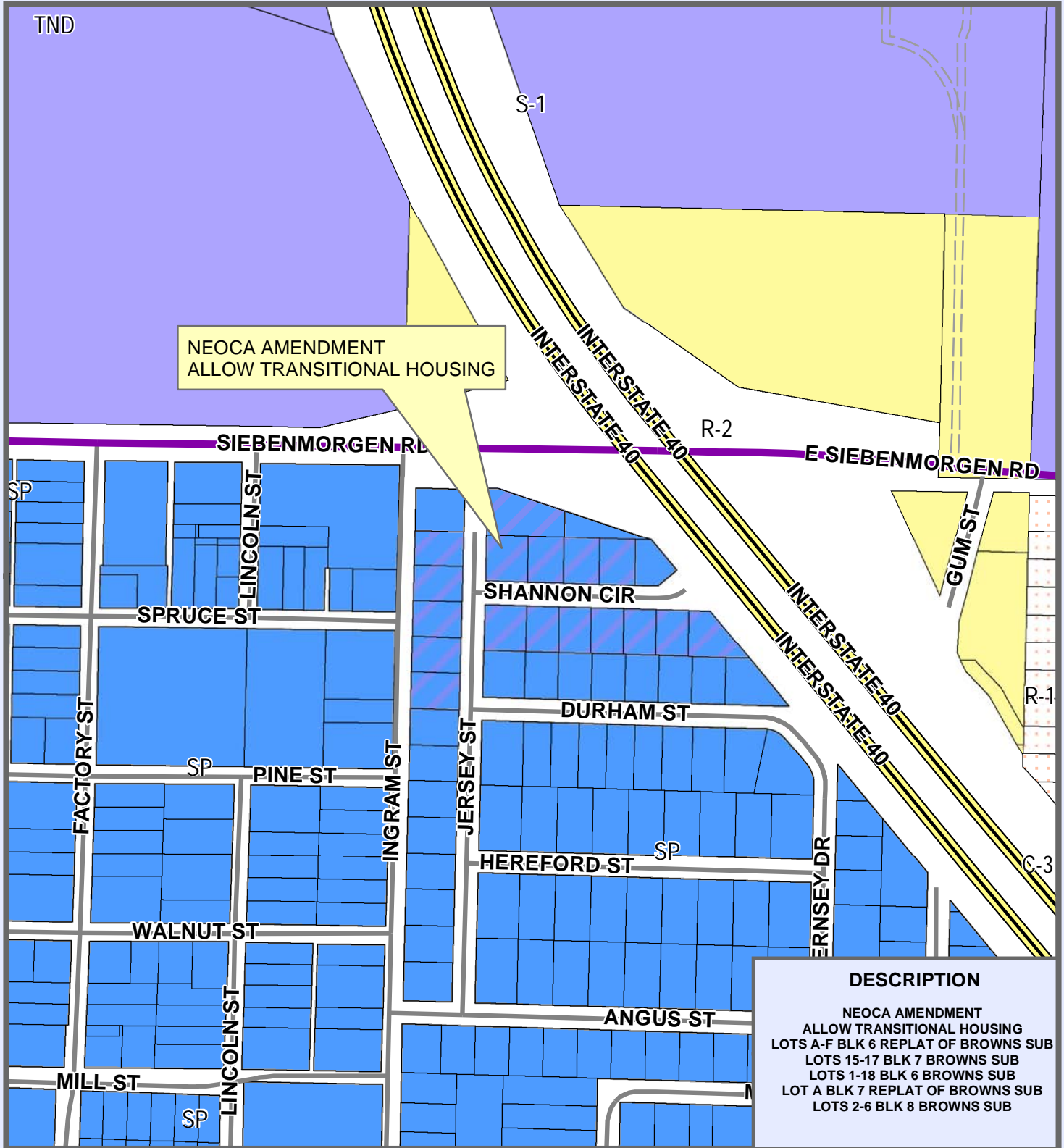
**Transitional Housing** – A facility for the housing of persons on probation, parole, or early release from correctional institutions, or other persons found guilty of criminal offenses.

Sincerely,

Jon Arms, Chair  
Planning Commission

# CITY OF CONWAY

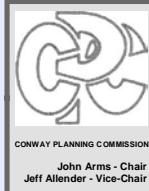
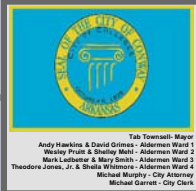
## MFB INVESTMENTS LLV NEOCA AMENDMENT



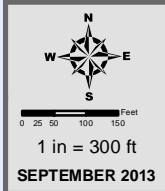
NEOCA AMENDMENT  
ALLOW TRANSITIONAL HOUSING

**DESCRIPTION**

NEOCA AMENDMENT  
ALLOW TRANSITIONAL HOUSING  
LOTS A-F BLK 6 REPLAT OF BROWNS SUB  
LOTS 15-17 BLK 7 BROWNS SUB  
LOTS 1-18 BLK 6 BROWNS SUB  
LOT A BLK 7 REPLAT OF BROWNS SUB  
LOTS 2-6 BLK 8 BROWNS SUB



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



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CONTACT INFORMATION  
WWW.CONWAY-PLANNING.ORG/GIS  
E-MAIL: Jason.Lyon@CityOfConway.org

Printing Date: 9/20/2013  
File Name: MFB Investments - 11/20/12 - MFB INVESTMENTS LLV NEOCA AMENDMENT.mxd  
Prepared By: Jason Lyon



**City of Conway, Arkansas  
Ordinance No. O-13-\_\_\_\_\_**

**AN ORDINANCE APPROPRIATING FUNDS FOR THE CITY OF CONWAY PHYSICAL PLANT DEPARTMENT;  
AND FOR OTHER PURPOSES**

**Whereas**, the City of Conway has received a check in the amount of \$533 from Southern Farm Bureau for insurance proceeds toward a 2013 Ford F-150 Truck belonging to the City of Conway Physical Plant that was wrecked on April 25<sup>th</sup> 2013; and

**Whereas**, the Conway Physical Plant needs to repairs made to this vehicle.

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

**Section 1.** The City of Conway shall appropriate funds in the amount of \$ 533 from the Insurance Proceeds General Fund Account (001.119.4360) to the Conway Physical Plant Vehicle Maintenance Account (001.106.5450).

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

**PASSED** this 24<sup>th</sup> day of September, 2013.

**Approved:**

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

**Attest:**

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



**City of Conway, Arkansas**  
**Ordinance No. O-13-\_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE RECLASSIFICATION OF A PAYROLL OFFICER I/BUDGET ANALYST I TO A BUDGET ANALYST II; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:**

**Whereas**, the City of Conway Finance Department would like to request the reclassification of the Payroll Officer I/Budget Analyst I to a Budget Analyst II position.

**Whereas**, the annual salary for the Budget Analyst II position will be \$41,211.

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

**Section 1.** The City of Conway shall reclassify the Payroll Officer I/Budget Analyst I position to a Budget Analyst II position.

**Section 2.** No additional funding is needed for this change in 2013.

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

**Section 4.** This ordinance is necessary for the protection of the public peace, health and safety; an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

**PASSED** this 24<sup>th</sup> day of September, 2013.

**Approved:**

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

**Attest:**

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



City of Conway, Arkansas  
Monthly Financial Reports  
August 31, 2013

City of Conway  
 Monthly Financial Report - General Fund  
 For the month ended August 31, 2013



Revenues	Budget	Month	Year to	Encumbered	(Over)/Under	%
		Activity	Date		Budget	Expend/Collect
Ad Valorem Tax	2,938,000	107,803	939,597		1,998,403	32%
Payments in Lieu of Tax	23,000	119,794	119,794		(96,794)	521%
State Tax Turnback	2,000,000	464,247	1,739,667		260,333	87%
Sales Tax	17,440,000	1,511,872	11,801,054		5,638,946	68%
Beverage Tax	408,000	33,503	272,104		135,896	67%
Franchise Fees	2,635,000	225,589	1,606,709		1,028,291	61%
Airport Revenue	70,000	6,140	49,116		20,884	70%
Airport Fuel Sales .05 / GAL	10,500	837	7,097		3,403	68%
Permits	470,000	29,687	372,188		97,812	79%
ACIEA Revenues	-	2,543	5,399		(5,399)	100%
Dog Tags & Fees	25,000	2,485	16,215		8,785	65%
Municipal Court Fines and Fees	745,000	71,086	510,663		234,337	69%
Law Enforcement	880,242	43,245	410,454		469,788	47%
Federal Grant Revenues	50,000	-	35,162		14,838	70%
Insurance Proceeds	20,953	5,380	46,094		(25,140)	100%
Parks	450,000	69,502	435,129		14,871	97%
Interest Income	2,700	1,986	33,313		(30,613)	1234%
Proceeds from Sale of Assets	2,404	865	3,269		(865)	136%
Act 749 Public Safety	1,500	87	770		730	51%
Donations	4,595	700	8,698		(4,103)	189%
Act 833 Revenue	80,000	24,335	67,713		12,287	85%
Miscellaneous Revenues	135,386	9,022	95,489		39,897	71%
Transfers from Other Funds	423,000	35,250	297,100		125,900	70%
Fund Balance Appropriation	466,065	-	-		466,065	0%
<b>Total Revenues</b>	<b>29,281,346</b>	<b>2,765,959</b>	<b>18,872,796</b>	<b>-</b>	<b>10,408,550</b>	<b>64%</b>
<b>Expenditures</b>						
Admin (Mayor, HR)	589,260	84,824	367,865	787	220,608	62%
Finance	372,081	41,342	258,668	326	113,087	70%
City Clerk/Treasurer	220,525	20,090	113,690	580	106,255	52%
City Council	83,400	6,351	52,991	-	30,409	64%
Permits and Planning	816,326	102,757	500,338	5,610	310,378	61%
Physical Plant	580,048	56,107	383,257	3,682	193,109	66%
Fleet Maintenance	174,099	14,614	111,694	7,345	55,061	64%
Information Technology	1,305,352	90,114	970,979	57,955	276,417	74%
Airport	32,500	4,408	114,175	-	(81,675)	351%
Nondepartmental	582,521	197,040	571,154	2,759	8,608	98%
Police	10,904,344	1,242,245	7,225,209	52,898	3,626,237	66%
Animal Welfare	481,611	39,684	292,264	14,949	174,398	61%
Municipal District Court	842,412	95,858	576,683	4,649	261,081	68%
City Attorney	336,758	38,951	220,863	-	115,895	66%
Fire	8,895,684	902,830	5,845,816	105,053	2,944,814	66%
Parks	2,838,176	268,747	1,618,394	16,669	1,203,113	57%
	29,055,097	3,205,962	19,224,041	273,263	9,557,793	66%
Transfer to Reserve	500,000	-	-	-	500,000	0%
<b>Total Expenditures</b>	<b>29,555,097</b>	<b>3,205,962</b>	<b>19,224,041</b>	<b>273,263</b>	<b>10,057,793</b>	<b>65%</b>
<b>Net Revenue/(Expense)</b>	<b>(273,751)</b>		<b>(351,246)</b>			

\*All figures are unaudited

Notes:

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

City of Conway  
General Fund  
2013



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-13-15	1/22/13	Reclassify Court Admin II to Clerk II	14,691
O-13-16	1/22/13	Implement new one-step salary scale	1,762,851
O-13-25	2/26/13	New employment market study	5,000
O-13-31	3/26/13	Cremation services	10,000
O-13-33	3/26/13	Civil service commission appeal hearing	3,200
O-13-34	3/26/13	Civil service commission testing	1,850
O-13-36	4/8/13	Bicycle and Pedestrian Board expenses	2,000
O-13-37	4/8/13	Grant match for mural project	8,000
O-13-39	4/8/13	Sound system for council meetings	21,000
O-13-42	4/23/13	Network switches for IT dept	21,345
O-13-66	6/25/13	Purchase land on Hogan - Comm Center	58,000
O-13-73	7/9/13	Civil service testing	14,000
O-13-74	7/9/13	Participation in CEO's for Cities	2,000
O-13-81	7/23/13	Furniture for District Court Judge	5,932
O-13-85	8/13/13	Animal Welfare-reclassify P/T kennel tech to F/T	7,189
O-13-86	8/13/13	Three School Resource Officers for Conway Public Schools	66,380
O-13-89	8/13/13	JESAP salary adjustments for certain full time non-elected emp	103,649
			<u>\$ 2,107,087</u>

City of Conway  
 Balance Sheet - General Fund  
 For the month ended August 31, 2013



Cash - Operating	2,990,500
Cash - Reserve	500,000
Petty Cash	715
Taxes Receivable	3,022,929
Accounts Receivable	2,860,920
Due from Other Funds	4,620
Due from Street	34,388
Fleet Inventory	15,539
Fuel Inventory	67,537
<b><i>Assets</i></b>	<b><u>9,497,148</u></b>
Trade Accounts Payable	(517,204)
Group Insurance Payable	21,796
LOPFI Payable	(1,242)
Misc. Deductions Payable	(15,791)
Event Deposits	500
Due to Other Funds	273,920
Deferred Revenue	2,440,149
<b><i>Liabilities</i></b>	<b><u>2,202,128</u></b>
Fund Balance - Committed to cash flow	2,000,000
Fund Balance - Committed to reserve	500,000
Fund Balance - Unassigned	4,795,020
<b><i>Fund Balance</i></b>	<b><u>7,295,020</u></b>
<b><i>Total Liabilities &amp; Fund Balance</i></b>	<b><u>9,497,148</u></b>

\*All figures are unaudited



City of Conway  
 Monthly Financial Report - Street Fund  
 For the month ended August 31, 2013



	<u>Budget</u>	<u>Month</u> <u>Activity</u>	<u>Year to</u> <u>Date</u>	<u>Encumbered</u>	<u>(Over)/Under</u> <u>Budget</u>	<u>%</u> <u>Expend/Collect</u>
<b>Revenues</b>						
Ad Valorem Tax	1,350,000	55,773	486,114		863,886	36%
Payments in Lieu of Tax	12,000	-	-		12,000	0%
State Tax Turnback	2,800,000	240,829	1,447,892		1,352,108	52%
Severance Tax	175,000	27,116	175,977		(977)	101%
Sales Tax	245,000	21,184	163,844		81,156	67%
Sign Permits	500	-	-		500	0%
Engineering Fees	7,500	100	6,275		1,225	84%
Interest Income	3,500	1,290	12,344		(8,844)	353%
Miscellaneous Revenues	-	25	1,590		(1,590)	100%
<b>Total Revenues</b>	<b>4,593,500</b>	<b>346,317</b>	<b>2,294,036</b>	<b>-</b>	<b>2,299,464</b>	<b>50%</b>
<b>Expenditures</b>						
Personnel Costs	2,068,217	221,184	1,221,357	-	846,860	59%
Other Operating Costs	2,828,842	112,519	1,199,477	318,300	1,311,065	42%
Total Operating Costs	4,897,059	333,703	2,420,834	318,300	2,157,924	49%
Capital Outlay	199,760	-	123,872	74,128	1,760	62%
<b>Total Expenditures</b>	<b>5,096,819</b>	<b>333,703</b>	<b>2,544,706</b>	<b>392,428</b>	<b>2,159,684</b>	<b>50%</b>
<b>Net Revenue/(Expense)</b>	<b>(503,319)</b>		<b>(250,670)</b>			

\*All figures are unaudited

Notes:

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

City of Conway  
Street Fund  
2013  
Fund Balance Appropriations



<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-13-49	5/14/13	Funds needed for remaining 2013 motor grader lease payments	13,678
O-13-89	8/14/13	JESAP salary adjustments for certain full time non-elected emp	35,880
			<u>\$ 49,558</u>

City of Conway  
Balance Sheet - Street Fund  
For the month ended August 31, 2013



Cash - Operating	1,771,655
Taxes Receivable	42,357
Accounts Receivable	1,326,139
Due from Other Funds	187,735
<b><i>Assets</i></b>	<b><u>3,327,916</u></b>
Trade Accounts Payable	46,348
Due to Other Funds	574
Due to General	35,216
Deferred Revenue	1,264,754
<b><i>Liabilities</i></b>	<b><u>1,346,892</u></b>
<b><i>Fund Balance</i></b>	<b><u>1,981,023</u></b>
<b><i>Total Liabilities &amp; Fund Balance</i></b>	<b><u>3,327,916</u></b>

\*All figures are unaudited

City of Conway  
 Monthly Financial Report - Sanitation  
 For the month ended August 31, 2013



	<u>Budget</u>	<u>Month</u> <u>Activity</u>	<u>Year to</u> <u>Date</u>	<u>Encumbered</u>	<u>(Over)/Under</u> <u>Budget</u>	<u>%</u> <u>Expend/Collect</u>
<b>Revenues</b>						
Sanitation Fees	7,620,000	688,525	4,231,256		3,388,744	56%
Proceeds - Recycled Materials	200,000	47,107	381,237		(181,237)	191%
Landfill Fees - General	240,000	13,041	128,936		111,064	54%
Insurance Proceeds	-	-	115,425		(115,425)	100%
Interest Income	50,000	3,674	39,053		10,947	78%
Proceeds from Sale of Assets	-	-	144		(144)	100%
State Grant Revenues	-	50,000	50,000		(50,000)	100%
Miscellaneous Revenues	-	118	250		(250)	100%
<b>Total Revenues</b>	<b>8,110,000</b>	<b>802,465</b>	<b>4,946,301</b>	<b>-</b>	<b>3,163,699</b>	<b>61%</b>
<b>Expenditures</b>						
Personnel Costs	3,681,285	374,993	2,310,965	-	1,370,320	63%
Other Operating Costs	3,170,199	182,580	1,695,018	108,310	1,366,870	53%
Total Operating Costs	6,851,484	557,573	4,005,983	108,310	2,737,190	58%
Capital Outlay	1,258,516	-	267,300	321,360	669,856	21%
<b>Total Expenditures</b>	<b>8,110,000</b>	<b>557,573</b>	<b>4,273,283</b>	<b>429,670</b>	<b>3,407,047</b>	<b>53%</b>
<b>Net Revenue/(Expense)</b>	<b>-</b>		<b>673,018</b>			

\*All figures are unaudited

Notes:

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

City of Conway  
Sanitation Fund  
2013  
Fund Balance Appropriations



<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-13-89	8/14/13	JESAP salary adjustments for certain full time non-elected emp	9,302

City of Conway  
 Balance Sheet - Sanitation  
 For the month ended August 31, 2013



Cash - Operating	1,658,520
Petty Cash	200
Post Closure Cash Account	4,602,407
Accounts Receivable	(735)
Due from Other Funds	65,165
General Inventory	2,122
Land & Buildings	4,394,619
Accum Dep - Buildings	(467,002)
Accum Dep - Land Improvements	(1,048,320)
Infrastructure	691,618
Accum Dep - Infrastructure	(330,209)
Machinery and Equipment	9,815,323
Accum Dep - M&E	(4,133,121)
Construction in Progress	689,767
<b><i>Assets</i></b>	<b><u>15,940,355</u></b>
Trade Accounts Payable	35,985
Salaries Payable	334,985
Net Pension Obligation	855,700
Due to Other Funds	380
Accrued Interest Payable	32,255
2010 Recycling Note - US Bank	809,873
Landfill Close/Post Close	4,386,590
<b><i>Liabilities</i></b>	<b><u>6,455,768</u></b>
<b><i>Net Assets</i></b>	<b><u>9,484,587</u></b>
<b><i>Total Liabilities and Net Assets</i></b>	<b><u>15,940,355</u></b>

\*All figures are unaudited