



City of Conway Council Agenda

Council Meeting Date: January 26th, 2016

5:30pm – Committee Meeting FY2016 Street Improvement Project Listing

6:30pm - Council Meeting

Call to Order: Mayor Tab Townsell

Roll Call: City Clerk/Treasurer Michael O. Garrett

Employee Service Awards

Approval of Monthly Financial Reports ending December 31st, 2015

Minutes Approval: **January 12th, 2016**

Mayor Tab Townsell

City Clerk Michael O. Garrett
City Attorney Chuck Clawson

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

1. Report of Standing Committees:

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

1. Consideration to approve the nomination of Mr. Odell Embry Jr. to the Conway Housing Authority Board.
2. Ordinance authorizing changes within the Conway Airport Department.
3. Resolution establishing the intent of the City to annex certain lands along Mill Pond Road and Bronnie Lane which have been completely surrounded by incorporated limits of the City.
4. Ordinance to rezone property located at 711 & 723 Factory Street and 700 & 714 First Street from R-2A to C-3.
5. Consideration to approve a conditional use permit request to allow a bank in O-1 and O-3 zoning districts for property located at 2515 Prince Street and 975 Farris Road.

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

1. Ordinance appropriating funds and authorizing the City to enter into an agreement with White-Daters & Associates for the professional service contract for Phase 2 of Conway Station Park.
2. Consideration to enter into a lease agreement with the Corps of Engineers for Old Ferry Landing Park.

Adjournment



City of Conway
Human Resources Department
City Hall
1201 Oak Street
Conway, Arkansas 72032
www.cityofconway.org

Date: January 20, 2016

To: Lloyd Hartzell Jody Spradlin Mike Winter
David Reynolds Susan Weaver

Cc: Brandy Arnold Donna Rappold Amy Springer
Andria Pulver Beth Thomas

From: Lisa Mabry-Williams

Subject: Years of Service Recognition – Presentation of Pins

The City will present service pins in recognition of employees with 5, 10, 15, 20, 25 and 30 years of service at the 2nd City Council Meeting of each month. Mayor Townsell will present the pins to the employees. During the Council meeting on Tuesday, January 26th at 6:30 p.m. the following employees are eligible to receive a pin:

Years of Service	Name	Date of Hire	Department
5	Latresha Woodruff, CPD Spokesperson	01/31/2011	Police
	Firefighter Justin Martin	01/05/2011	Fire
10	Sean Canady, Communication Telecom Engineer	01/02/2006	Information Technology
15	Nichole Schichtl, Deputy Court Clerk	01/29/2001	District Court
	Engineer Mark McEntire	01/02/2001	Fire

We would like to extend an invitation to the above listed employees to attend the City Council meeting at 6:30 p.m. on Tuesday, January 26, 2016. The service pin presentation will be the first item on the Council agenda. Please let me know if you and your respective employees plan to attend the meeting to receive their pins from the Mayor. Thank you for your assistance.



City of Conway, Arkansas
Monthly Financial Reports
December 31, 2015

City of Conway
 Monthly Financial Report - General Fund
 For the month ended December 31, 2015



Revenues	Budget	Month Activity	Year to Date	Encumbered	(Over)/Under Budget	% Expend/Collect
Ad Valorem Tax	2,835,000	285,794	3,525,608		(690,608)	124%
Payments in Lieu of Tax	25,000	(275,911)	17,289		7,711	69%
State Tax Turnback	2,103,250	63,499	1,979,224		124,026	94%
Sales Tax	17,500,000	1,537,242	18,170,407		(670,407)	104%
Beverage Tax	420,000	-	426,377		(6,377)	102%
Franchise Fees	3,597,000	265,506	3,449,758		356,318	96%
Permits	404,800	38,077	413,154		(8,354)	102%
ACIEA Revenues	5,000	2,899	10,658		(5,658)	213%
Dog Tags & Fees	25,000	3,390	30,066		(5,066)	120%
Municipal Court Fines and Fees	1,015,000	38,875	1,076,537		(61,537)	106%
Law Enforcement	825,326	101,675	806,376		18,950	98%
Federal Grant Revenues	30,000	-	5,028		24,972	17%
State Grant Revenues	617,528	-	618,429		(901)	100%
Parks	537,500	36,051	564,707		(27,207)	105%
Interest Income	19,500	2,392	19,683		(183)	101%
Insurance Proceeds	42,693	-	46,517		(3,824)	109%
Donations	14,110	932	21,800		(7,689)	154%
Act 833 Revenue	80,000	-	91,643		(11,643)	115%
Miscellaneous Revenues	146,990	9,393	131,978		15,012	90%
Transfers from Other Funds	423,000	-	387,750		35,250	92%
Loan Proceeds	750,000	-	750,000		-	100%
Total Revenues	31,416,697	2,109,813	32,542,987	-	(917,834)	104%
Expenditures						
Admin (Mayor, HR)	626,064	69,537	602,633	1,153	22,278	96%
Finance	549,010	40,368	516,694	-	32,315	94%
City Clerk/Treasurer	179,896	16,947	150,977	-	28,919	84%
City Council	81,913	14,417	86,738	-	(4,825)	106%
Planning	397,659	40,947	372,636	-	25,023	94%
Physical Plant	554,046	49,325	456,799	204	97,043	82%
Fleet Maintenance	155,245	11,656	140,343	20	14,883	90%
Information Technology	1,161,997	96,509	1,114,337	6,373	41,287	96%
Airport	1,367,528	4,048	1,352,005	-	15,523	99%
Permits and Inspections	479,973	56,527	475,881	245	3,846	99%
Nondepartmental	684,940	24,870	572,202	868	111,871	84%
Police	10,263,619	1,211,510	10,356,166	43,274	(135,821)	101%
CEOC	998,486	124,592	919,191	-	79,294	92%
Animal Welfare	433,227	52,543	395,849	40	37,338	91%
Municipal District Court	870,177	99,560	825,295	419	44,463	95%
City Attorney	364,198	50,313	366,754	125	(2,681)	101%
Fire	9,517,606	1,153,395	9,513,565	25,458	(21,418)	100%
Parks	2,897,615	286,608	2,616,844	771	280,001	90%
	31,583,198	3,403,671	30,834,909	78,950	669,339	98%
Transfer to Reserve	500,000	500,000	500,000	-	-	0%
Total Expenditures	32,083,198	3,903,671	31,334,909	78,950	669,339	98%
Net Revenue/(Expense)	(666,501)		1,208,078			

*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
2015



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-15-30	3/10/15	Purchase additional computer server storage	199,543
O-15-34	3/24/15	Retiring Planner and training of new Planner	22,429
O-15-65	5/26/15	Civil Service police officer testing	5,500
O-15-74	6/23/15	Supplement insurance proceeds to replace outdoor warning siren	2,500
O-15-84	7/28/15	Civil Service firefighter testing	4,100
O-15-92	8/25/15	Three additional positions in the IT department	43,733
O-15-103	9/22/15	Civil Service testing	3,950
O-15-104	9/22/15	Outside legal representation	10,000
O-15-105	9/22/15	Reclassify Admin Asst I to Deputy City Attorney	3,866
O-15-130	11/10/15	Operation Shop Secure	50,000
O-15-131	11/18/15	Employee appreciation bonuses	136,250
O-15-134	11/24/15	Civil Service testing	1,570
			<u>\$ 483,441</u>

City of Conway
 Balance Sheet - General Fund
 For the month ended December 31, 2015



Cash - Operating	5,177,606
Cash - Reserve	2,011,965
Petty Cash	715
Taxes Receivable	3,309,004
Accounts Receivable	2,852,952
Due from Other Funds	120,035
Due from Street	29,709
Due from Component Unit	209,076
Fleet Inventory	15,539
Fuel Inventory	18,571
General Inventory	4,644
<i>Assets</i>	<u>13,749,815</u>
Accounts Payable	441,981
Salaries Payable	139,342
Insurance and Benefits Payable	138,248
Event Deposits	800
Due to Other Funds	46,547
Deferred Revenue	3,006,736
<i>Liabilities</i>	<u>3,773,654</u>
Fund Balance - Committed to cash flow	2,000,000
Fund Balance - Committed to reserve	1,500,000
Fund Balance - Unassigned	6,476,161
<i>Fund Balance</i>	<u>9,976,161</u>
<i>Total Liabilities & Fund Balance</i>	<u>13,749,815</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Street Fund
 For the month ended December 31, 2015



	<u>Budget</u>	<u>Month Activity</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>(Over)/Under Budget</u>	<u>% Expend/Collect</u>
Revenues						
Ad Valorem Tax	1,464,520	-	1,207,581		256,939	82%
Payments in Lieu of Tax	15,000	8,852	8,852		6,148	59%
State Tax Turnback	3,474,911	290,016	3,629,310		(154,399)	104%
Severance Tax	360,000	14,735	260,269		99,731	72%
Sales Tax	245,000	21,540	253,323		(8,323)	103%
Sign Permits	500	240	1,020		(520)	204%
Engineering Fees	10,000	600	7,500		2,500	75%
Insurance Proceeds	46,029	-	48,762		(2,733)	106%
Interest Income	18,000	2,650	29,127		(11,127)	162%
Proceeds from Sale of Assets	-	17,500	17,500		(17,500)	-
Miscellaneous Revenues	1,600	-	12,380		(10,780)	774%
Total Revenues	5,635,560	356,132	5,475,624	-	159,936	97%
Expenditures						
Personnel Costs	2,348,223	228,716	2,005,154	-	343,068	85%
Other Operating Costs	<u>2,381,695</u>	<u>215,131</u>	<u>2,185,078</u>	<u>30,365</u>	<u>166,252</u>	<u>92%</u>
Total Operating Costs	4,729,918	443,847	4,190,233	30,365	509,321	89%
Capital Outlay	<u>1,309,000</u>	<u>1,759</u>	<u>244,140</u>	<u>-</u>	<u>1,064,860</u>	<u>19%</u>
Total Expenditures	6,038,918	445,606	4,434,372	30,365	1,574,181	73%
Net Revenue/(Expense)	(403,358)		1,041,252			

*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
2015



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-15-02	1/13/15	Increase pay for CDL drivers	11,620
O-15-06	1/27/15	Transportation funding for agencies	164,000
O-15-131	11/18/15	Employee appreciation bonuses	12,500
			<u>\$ 188,120</u>

City of Conway
Balance Sheet - Street Fund
For the month ended December 31, 2015



Cash - Operating	4,228,325
Taxes Receivable	365,786
Accounts Receivable	1,294,271
Due from Other Funds	31,447
<i>Assets</i>	<u>5,919,859</u>
Accounts Payable	61,879
Due to Other Funds	150
Due to General	29,560
Deferred Revenue	1,294,270
<i>Liabilities</i>	<u>1,385,859</u>
<i>Fund Balance</i>	<u>4,534,000</u>
<i>Total Liabilities & Fund Balance</i>	<u>5,919,859</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Sanitation
 For the month ended December 31, 2015



Revenues	<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>
Sanitation Fees	8,750,000	783,200	8,845,333		(95,333)	101%
Proceeds - Recycled Materials	300,000	42,080	627,485		(327,485)	209%
Landfill Fees - General	240,000	15,836	205,501		34,499	86%
Insurance Proceeds	21,882	793	793		21,089	4%
Interest Income	54,000	5,878	63,608		(9,608)	118%
Proceeds from Sale of Assets	-	-	8,348		(8,348)	-
Miscellaneous Revenues	-	7,715	14,336		(14,336)	-
Total Revenues	9,365,882	855,502	9,765,404	-	(399,522)	104%
Expenditures						
Personnel Costs	3,901,744	448,209	3,814,345	-	87,399	98%
Other Operating Costs	3,512,367	280,521	2,523,868	30,617	957,881	72%
Total Operating Costs	7,414,111	728,730	6,338,213	30,617	1,045,281	85%
Capital Outlay	3,150,330	90,465	1,235,722	678,998	1,235,610	39%
Total Expenditures	10,564,441	819,195	7,573,935	709,615	2,280,891	72%
Net Revenue/(Expense)	(1,198,559)		2,191,469			

*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
2015



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-15-71	6/23/15	Additional CDL employee	45,070
O-15-131	11/18/15	Employee appreciation bonuses	32,000
			<u>\$ 77,070</u>

City of Conway
 Balance Sheet - Sanitation
 For the month ended December 31, 2015



Cash - Operating	3,489,929
Petty Cash	200
Post Closure Cash Account	5,523,899
Due from Other Funds	14,488
Due from Component Unit	1,629,387
General Inventory	2,122
Land & Buildings	2,697,649
Infrastructure	1,136,716
Machinery and Equipment	4,573,174
Vehicles	139,589
Computer Equip & Software	958
<i>Assets</i>	<u>19,208,112</u>
Accounts Payable	245,429
Salaries Payable	146,524
Net Pension Obligation	1,286,026
Due to Other Funds	5,593
Accrued Interest Payable	24,525
Landfill Close/Post Close	7,926,380
<i>Liabilities</i>	<u>9,634,476</u>
<i>Net Assets</i>	<u>9,573,637</u>
<i>Total Liabilities and Net Assets</i>	<u>19,208,112</u>

***All figures are unaudited**

Note: Capital assets shown at book value (cost less accumulated depreciation).

City of Conway
 Monthly Financial Report - Airport
 For the month ended December 31, 2015



	<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>
Revenues						
Airport Fuel Sales	945,000	46,804	788,498		156,502	83%
Sales Tax	-	1,351	17,666		(17,666)	-
T-Hangar Rent	96,500	22,551	79,917		16,583	83%
Community Hangar Rent	15,000	5,950	18,873		(3,873)	126%
Ground Leases	20,250	8,712	95,271		(75,021)	470%
Miscellaneous Revenues	2,500	3,318	83,208		(80,708)	3328%
Total Revenues	1,079,250	88,686	1,083,432	-	(4,182)	100%
Expenditures						
Personnel Costs	194,167	22,073	186,124	-	8,043	96%
Fuel for Resale	753,500	37,592	558,018	-	195,482	74%
Other Operating Costs	97,650	7,517	73,621	172	23,857	75%
Total Operating Costs	1,045,317	67,182	817,763	172	227,382	78%
Capital Outlay	29,000	5,329	26,841	5,329	(3,170)	93%
Total Expenditures	1,074,317	72,510	844,604	5,501	224,212	79%
Net Revenue/(Expense)	4,933		238,828			

*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
Airport Fund
2015



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-15-27	3/10/15	Purchase loader and snow plow tractor attachments	19,000
O-15-94	9/8/15	Additional funds for tractor attachments	10,000
O-15-131	11/18/15	Employee appreciation bonuses	1,250
			<u>\$ 30,250</u>

City of Conway
Balance Sheet - Airport
For the month ended December 31, 2015



Cash - Operating	244,792
Accounts Receivable - Fuel Vendor	24,211
<i>Assets</i>	<u>269,003</u>
Accounts Payable	2,924
Due to General	232
<i>Liabilities</i>	<u>3,156</u>
<i>Fund Balance</i>	265,847
<i>Total Liabilities & Fund Balance</i>	<u>269,003</u>

*All figures are unaudited

City of Conway
Monthly Financial Report - Major Project Funds
For the month ended December 31, 2015



Parks and Rec A&P Tax

Balance, 11/30/15	1,769,947
Receipts	251,557
Payments	(278,908)
Balance, 12/31/15	\$ 1,742,597

Pay as you go Sales Tax

Balance, 11/30/15	2,006,376
Receipts	293,841
Payments	(215,891)
Balance, 12/31/15	\$ 2,084,326

Street Impact Fees

Balance, 11/30/15	302,186
Receipts	19,206
Payments	-
Balance, 12/31/15	\$ 321,392

Parks Impact Fees

Balance, 11/30/15	268,949
Receipts	10,235
Payments	-
Balance, 12/31/15	\$ 279,184



Housing Authority of the City of Conway

MARY ANN BOYD
Executive Director



January 15, 2016

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

Dear Mayor & City Council Members:

The Board of Commissioners met on January 11th, 2016 and recommended Mr. Odell Embry, Jr., to replace Geneva Stephens whose term expires on 1/15/2016. Mrs. Stephens has served on the board for over 30 years.

Mr. Embry's father served on the Board for several years and Mr. Embry desires to continue his father's legacy of helping the low income families and elderly of Faulkner County.

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

Sincerely,

A handwritten signature in blue ink that reads "Mary A. Boyd".

Mary A. Boyd
Executive Director

MB:nh
CC: Odell Embry, Jr.



**City of Conway, Arkansas
Ordinance No. O-16-____**

**AN ORDINANCE AUTHORIZING CHANGES WITHIN THE CONWAY AIRPORT DEPARTMENT; AND FOR
OTHER PURPOSES.**

Whereas the Conway Airport Department has determined that there is a need to reorganize the department and is requesting the following reclassification within the department; and

Whereas, these changes will enable the department to increase proficiency and to meet the growing demands of the public, which will provide a higher level of service to the citizens of Conway; and

Whereas, the reclassification will have no financial impact to the 2016 Conway Airport Budget; and

Whereas, the reclassification will increase the amount authorized staffing positions within the Conway Airport Department by one.

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

Section 1: The authorized position in the Conway Airport Department is changed to reflect the following reclassification:

- Reclassify one part time Line Technician to a full time Line Technician

Section 2: The City of Conway shall appropriate an amount of \$3,000.00 from the Airport's unallocated budget balance to Conway Airport Full Time Salaries (550.109.5111)

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

PASSED this 26th day of January, 2016.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

City of Conway 2015 Employee Cost w/fringe benefits

Employee Salary	Social Security 6.20%	Medicare 1.45%	Non-Uniformed Pension 6%	Life Insurance (monthly) \$1.80	Medical Insurance (monthly) \$569.50	Dental Insurance (Monthly) \$51.91	Unemployment Insurance (annual) \$135.00	Workman's Compensation Insurance 3.13%	Total Compensation Base Pay plus Benefits
Airport Technician Grade 859 13.65 X 2080									
28392.00	\$1,760.30	\$411.68	\$1,703.52	\$21.60	\$6,834.00	\$622.92	\$135.00	\$888.67	\$40,769.70
Reclassification									
Total Compensation Package = 70% base pay; 30% benefits									



City of Conway, Arkansas
Resolution No. R-16-_____

A RESOLUTION ESTABLISHING THE INTENT OF THE CITY OF CONWAY TO ANNEX CERTAIN LANDS ALONG MILL POND RD AND BRONNIE LN WHICH HAVE BEEN COMPLETELY SURROUNDED BY THE INCORPORATED LIMITS OF THE CITY OF CONWAY:

Whereas, Act 314 of 1979 provides that unincorporated islands of land that have been completely surrounded by the incorporated limits of a municipality may be annexed by that municipality; and

Whereas, the City of Conway desires to annex certain lands more completely described below;

Tract 1 Legal (Round Mountain Cemetery)

Part of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 2, Township 4 North, Range 14 West; described as beginning at a point 0 degrees 08 minutes 51 seconds east 200 feet from the SE corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence north 89 degrees 40 minutes 36 seconds east 210 feet; thence north 0 degrees 08 minutes 51 seconds east 420.10 feet; thence south 89 degrees 40 minutes 36 seconds west 305 feet to a point in a public road; thence south 01 degrees 41 minutes 36 seconds east along said public road a distance 420.10 feet; thence leaving said public road north 89 degrees 40 minutes 36 seconds east a distance of 81.50 feet to point of beginning, containing 2.85 acres, more or less.

Tract 2 Legal (32 Bronnie Lane)

Part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 20, Township 5 North, Range 13 West; described as beginning at a point 835 feet east of the northwest corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ being a point along a public road Bronnie Lane and the northline of said NW $\frac{1}{4}$ SW $\frac{1}{4}$; thence south 35 feet to point of beginning; thence south 210 feet; thence east 210 feet; thence north 210 feet; thence west 210 feet to point of beginning, containing .97 acres, more or less.

Tract 3 Legal (36 Bronnie Lane)

Part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 20, Township 5 North, Range 13 West; described as beginning at a point 1041 feet east of the northwest corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ being a point public road Bronnie Lane and the northline of said NW $\frac{1}{4}$ SW $\frac{1}{4}$; thence south 35 feet to point of beginning; thence continue east 114.22 feet to the west right of way of Interstate 40; thence along said right of way S 13' 11'43" E 104.48 feet; thence S 10' 58' 15" E 110.30 feet; thence leaving said right of way West 159.06 feet; thence north 210 feet to the point of beginning, containing .66 acres, more or less.

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

Section 1: That the City of Conway does hereby declare its willingness to accept said lands as a part of the City of Conway, Arkansas, to be zoned **A-1**.

Section 2. That such lands shall not be annexed until such time as those streets within and abutting this property that are to be accepted for city maintenance and those streets that are to be accepted as public roads solely for the purpose of issuing building permits shall have been established and noted on the annexing ordinance.

Section 3. That such lands shall not be annexed until such time as it has been determined which parcels of property within the annexation have been created in accordance with the Subdivision Ordinance requirements and are therefore eligible for issuance of building permits.

Section 4. Property owners will be notified by certified letter for the Public hearing to be set for February 23rd, 2016.

Passed this 26th day of January, 2016.

Approved:

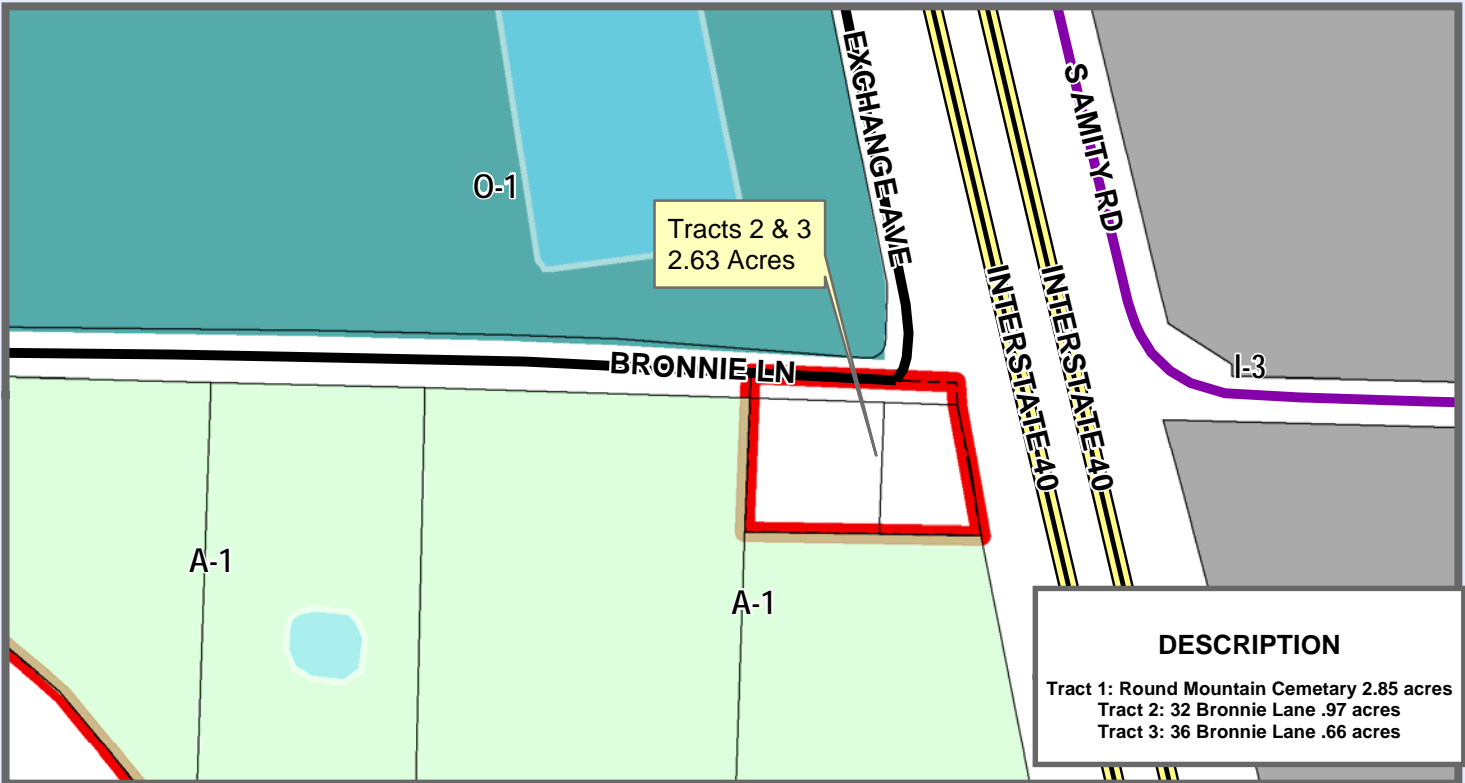
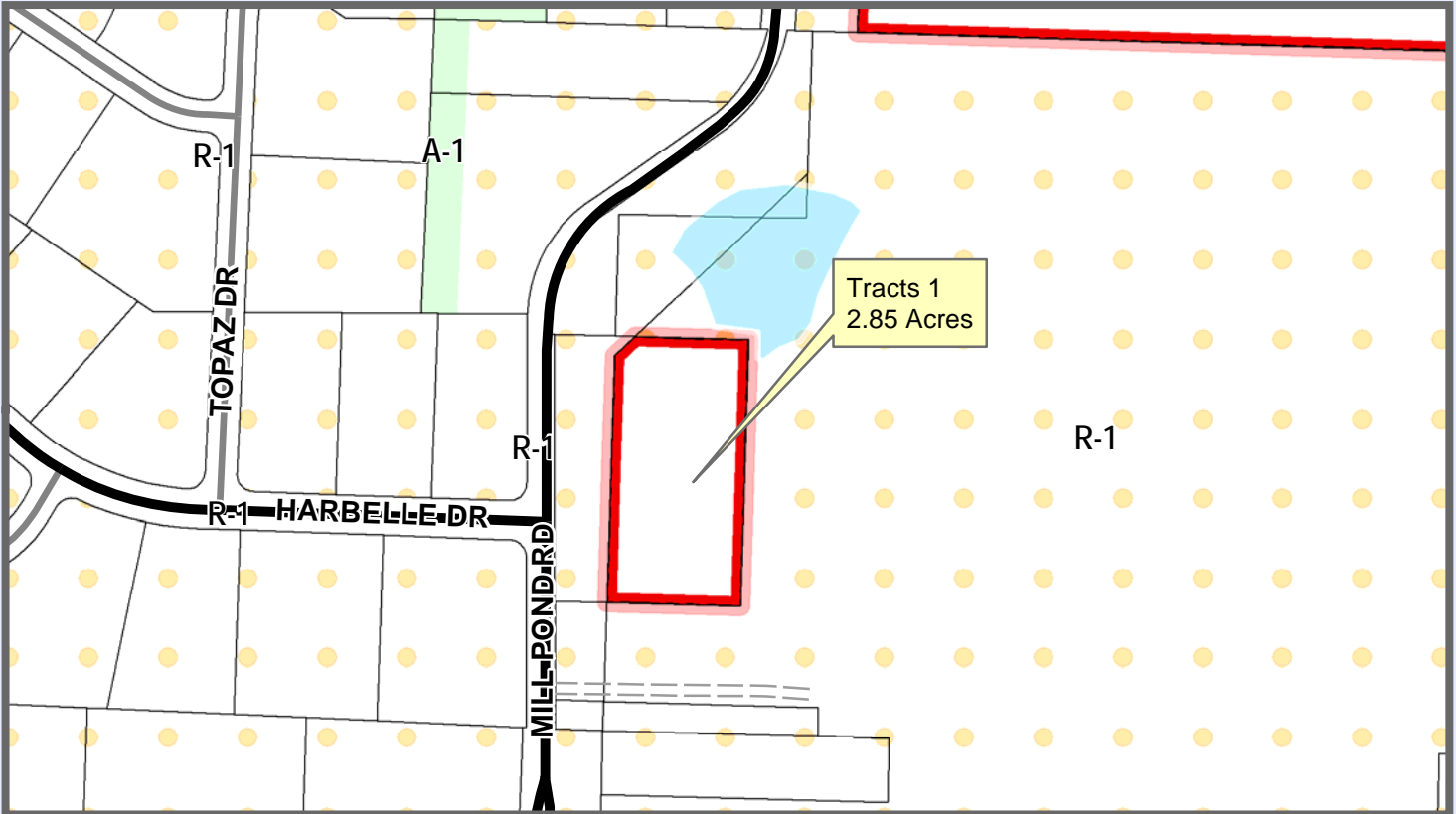
Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer

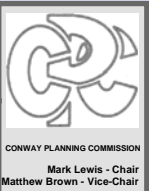
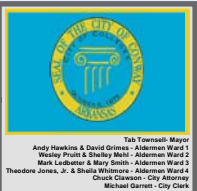
CITY OF CONWAY

ISLAND ANNEXATION -- FEBRUARY 2016



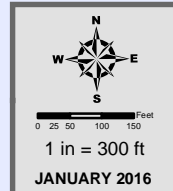
DESCRIPTION

Tract 1: Round Mountain Cemetary 2.85 acres
 Tract 2: 32 Bronnie Lane .97 acres
 Tract 3: 36 Bronnie Lane .66 acres



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	Special
RAILROADS		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	A-1
			PUD
			TJ

SP
S-1
A-1
PUD
TJ



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

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



City of Conway, Arkansas
Ordinance No. O-16- _____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 711 & 723 FACTORY STREET AND 700 & 714 FIRST STREET FROM R-2A TO C-3:

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

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

Lot 1, Block 6 Harkrider Addition and part of alley; Lots 23 & 24, Block 6 Harkrider Addition, North 60 feet and part of alley; Lots 23 and 24 , Block 6 Harkrider Addition, South 75 feet Lots 23 and 24; and Lots 21 and 22, Block 6 Harkrider Addition and part of alley.

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

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

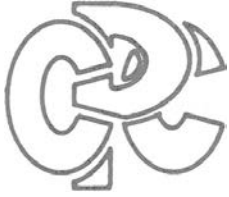
PASSED this 26th day of January, 2016.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

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

MEMO

To: Mayor Tab Townsell
CC: City Council Members

From: Mark Lewis, 2016 Planning Commission Chairman
Date: January 20, 2016

Re: Request to rezone property located at 711 & 723 Factory Street and 700 & 714 First Street from R-2A to C-3

A request to rezone property located at 711 & 723 Factory Street and 700 & 714 First Street with the legal descriptions:

[711 & 723 Factory Street]
LOT 23&24 BLK 6 HARKRIDER ADD N 60 FT & PT OF ALLEY
and
LOT 1 BLK 6 HARKRIDER ADD & PT OF ALLEY

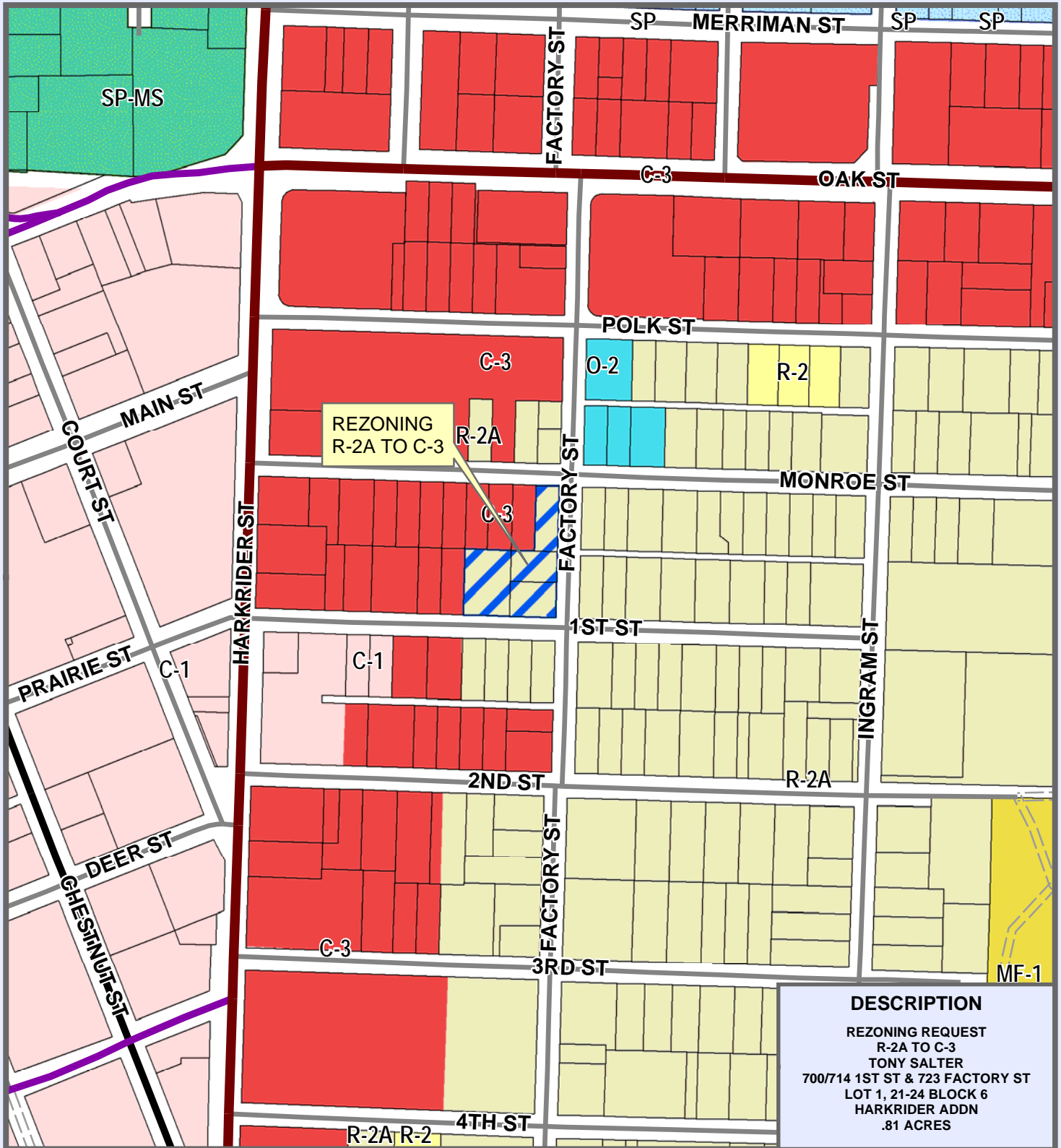
[700 & 714 First Street]
LOT 23 & 24 BLK 6 HARKRIDER ADD S 75 FT LOT 23 & 24
and
LOTS 21 & 22 BLK 6 HARKRIDER ADD & PT OF ALLEY

was reviewed by the Planning Commission at its regular meeting on January 19, 2016. The Planning Commission voted 9-0 that this request be forwarded to the City Council with a recommendation for approval.

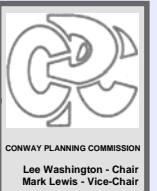
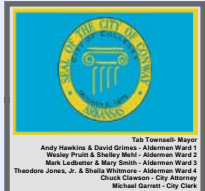
Please advise if you have any questions.

CITY OF CONWAY

TONY SALTER -- REZONING



DESCRIPTION
REZONING REQUEST
R-2A TO C-3
TONY SALTER
700/714 1ST ST & 723 FACTORY ST
LOT 1, 21-24 BLOCK 6
HARKRIDER ADDN
.81 ACRES



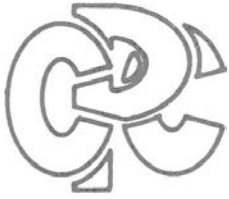
INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	MF-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	I-1
COLLECTOR	CITY LIMITS	R-2	MF-2
RESIDENTIAL		R-3	MF-3
PRIVATE ROAD		HR	RMH
INTERSTATE RAMP		SR	
RAILROADS		Commercial	Special
		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	PUD
			TJ



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

Printing Date: 12/30/2015
 File: C:\GIS\Mapa\Planning Commission\201601\JAN_SALTER_REZONE.mxd
 Printed By: jlyon



CONWAY PLANNING COMMISSION

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

MEMO

To: Mayor Tab Townsell
CC: City Council Members

From: Mark Lewis, 2016 Planning Commission Chairman
Date: January 20, 2016

Re: Conditional Use Permit request to allow a in O-1 and O-3 Zoning Districts for property located at 2515 Prince Street and 975 Farris Road

A request for a Conditional Use Permit to allow a bank in O-1 and O-3 zoning districts for property located at 2515 Prince Street and 975 Farris Road with the legal description:

Being a part of the NE1/4 NW1/4 of section 11, T-05-N. R-14.W, Faulkner County, Arkansas more particularly described as commencing at the NE corner of the NE1/4 NW1/4, at a set 5/8" rebar; thence along the East line of said NE1/4 NW1/4 to a point S02°06'28"W, 74.60 feet; thence leaving said East line S88°30'38"W, 20.04 feet to a point on the old western right of way of Farris Road; thence along said right of way S02°06'28"W, 45.89 feet to a set 1/2" rebar on the existing right of way of Farris Road being the point of beginning; thence along said right of way S02°06'28"W, 112.49 feet to a point; thence leaving said right of way N87°54'29"W, 167.72 feet to a set 1/2" rebar; thence N02°29'09"E, 21.06 feet to a found 1/2" rebar; thence N88°59'06"W, 81.58 feet to a found 1/2" rebar; thence N05°55'54"E, 177.45 feet to a found 1/2" rebar on the South right of way of Prince Street; thence along said right of way S83°47'56"E, 71.03 feet to a found AHTD right of way monument; thence S88°58'08"E, 86.70 feet to a found AHTD right of way monument; thence S81°01'02"E, 16.65 feet to a set 1/2" rebar; thence S49°25'16"E, 35.84 feet to a set 1/2" rebar; thence S24°17'21"E, 62.78 feet to a set chiseled-x in a concrete sidewalk; thence S87°26'49"E, 7.28 feet to a point of beginning, containing 0.99 acres, more or less.

was reviewed by the Planning Commission at its regular meeting on January 19, 2016. The Planning Commission voted 9-0 that this request be forwarded to the City Council with a recommendation for approval subject to the below conditions.

Condition:

1. Lobby and drive through hours of operation are limited to 7:00 am to 7:00 pm, Monday-Friday. Drive through may also operate 8:00 am - 2:00 pm on Saturdays. ATM may operate 24 hours per day 7 days per week.
2. A reduction in the required 20-foot residential landscape buffer on the south side adjacent to the drive through lanes is allowed.
3. Double the amount of development review required landscaping along the south residential boundary. One half of the required trees are to be evergreen species to provide additional buffering to the neighboring residence. An eight foot wooden privacy fence shall be constructed on

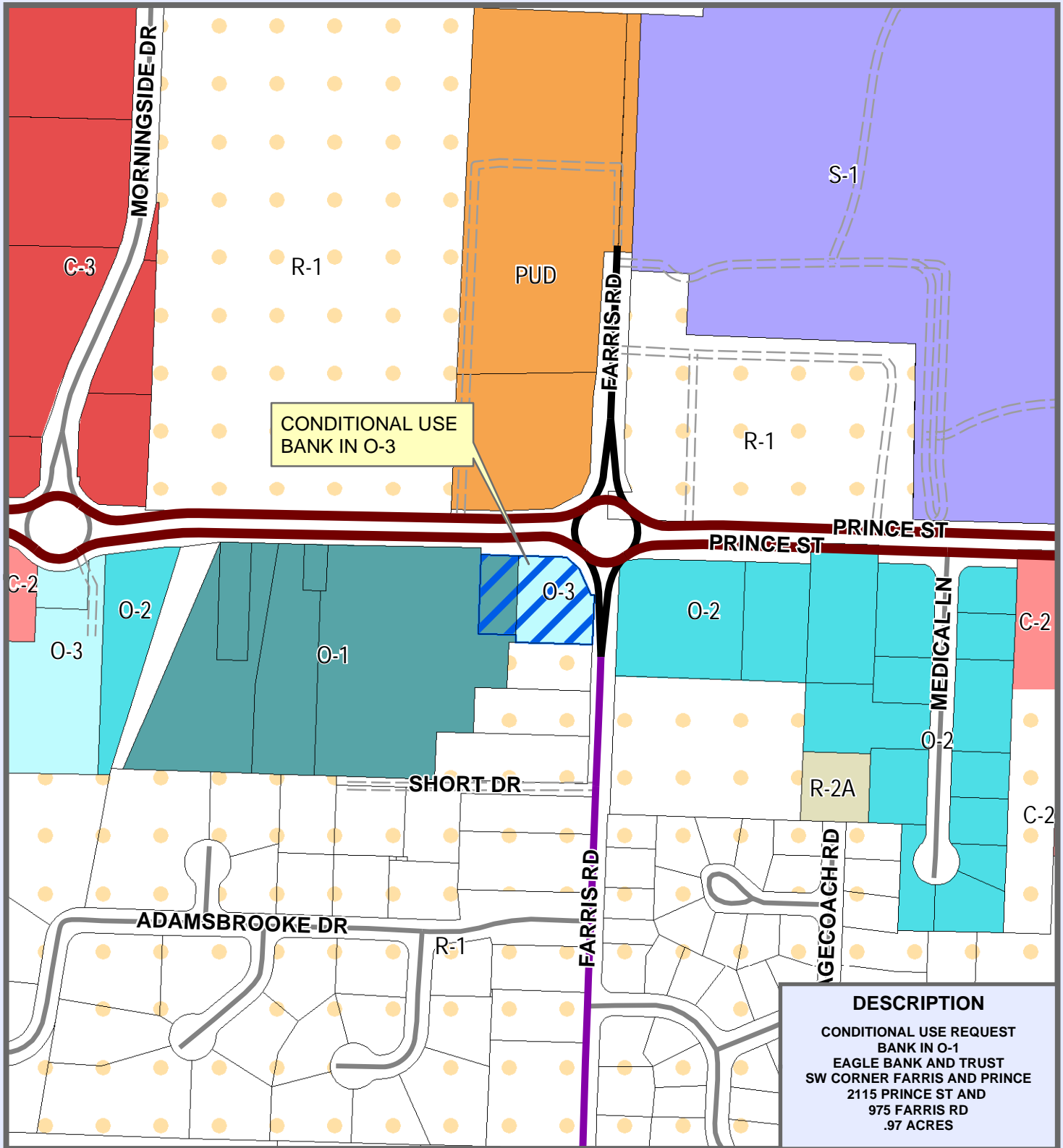
the south residential property line. The privacy fence shall stop at an appropriate distance from the street right of way to not cause traffic sight line problems.

4. Exterior hours of construction are limited to 7:00 am to 7:00 pm Monday - Friday and 8:00 am - 2:00 pm Saturday. No exterior construction is permitted on Sunday.
5. No dumpster is allowed. Roll cart trash receptacles shall be used.
6. 2515 Prince Street, identified as parcel number 710-08420-000 shall be removed from the approved 2008 conditional use permit number 1277. Permit 1277 shall be amended with all other conditions remaining unchanged.
7. Conditional Use Permit is limited to applicant, Eagle Bank & Trust.

Please advise if you have any questions.

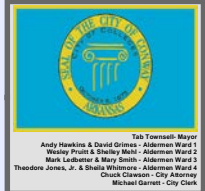
CITY OF CONWAY

EAGLE BANK -- CONDITIONAL USE

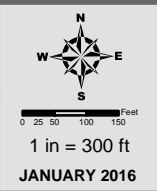


DESCRIPTION

**CONDITIONAL USE REQUEST
BANK IN O-1
EAGLE BANK AND TRUST
SW CORNER FARRIS AND PRINCE
2115 PRINCE ST AND
975 FARRIS RD
.97 ACRES**



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



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-16-_____**

AN ORDINANCE APPROPRIATING FUNDS & AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH WHITE-DATERS & ASSOCIATES FOR THE PROFESSIONAL SERVICE CONTRACT FOR PHASE 2 OF CONWAY STATION PARK; AND FOR OTHER PURPOSES

Whereas, the Conway City Council has approved the project of Phase 2 of Conway Station Park on the Parks A&P Funded Project List; and

Whereas, the Conway City Council has approved the professional service contract from White-Daters & Associates, Inc. for Phase 2 of Conway Station Park; and

Whereas, this project will be funded by the Conway Parks & Recreation A&P Funds.

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

Section 1. The City of Conway hereby authorizes the Mayor to enter into an agreement with White Daters & Associates to provide professional services for the Conway Station Park Phase 2 project.

Section 2. The City of Conway shall appropriate an amount of \$19,000 from Parks and Recreation A&P Fund Balance Appropriation (252-000-4900) to the Conway Parks Department Parks General CIP Account (252-156-5990).

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

PASSED this 26th day of January 2016.

Approved:

Mayor Tab Townsell

Attest:

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



Steve Ibbotson
Director

Parks and Recreation

10 Lower Ridge Road • Conway AR 72032
www.conwayparks.com

January 26, 2016

Mayor Tab Townsell and City Council
1201 Oak Street
Conway AR 72032

Re: Professional Service Contract for Phase 2 of Conway Station Park

Dear Mayor:

As you are aware, the City Council approved seven (7) projects to be completed with A&P funds. This project is slated to start at the end of 2016 and hopefully will be completed before the spring season begins.

The results of this project will improve the conditions for our local leagues as well as provide greater use for the residents.

The Parks Department is requesting the approval of the attached contract from White Daters for the completion of Phase 2 for Conway Station Park.

Thank you for your consideration.

Sincerely,

Steve Ibbotson
Parks Director

SDI: rfs



January 19, 2016

Mr. Steve Ibbotson, Parks and Recreation Director
City of Conway
10 Lower Ridge Road
Conway, AR 72032

Re: Proposal for Contract Administration of Phase II Improvements and Parking Expansion at
Conway Station Park.

Dear Mr. Ibbotson:

We are pleased to quote the following fee schedule for construction administration along with design and preparation of construction documents on the above referenced project.

Design Services- Parking Lot Expansion (Civil engineering and landscape design)	\$ 4,000
Construction Administration	<u>\$15,000</u>
Total	\$19,000

The above fees do not include environmental or geotechnical studies, testing, permits, or reimbursable expenses.

White-Daters & Associates, Inc. is ready to begin this project once the City of Conway issues a notice to proceed. We look forward to working with you on this project.

Respectfully submitted,

Joe D. White, Jr.

Accepted:

By: Mayor Tab Townsell
Date:

Attachment: A- Scope of Service
B- Conway Station Park Phase Two Improvements as identified by the City of Conway

Exhibit A Scope of Services

For the Conway Station Park Phase II Improvements Contract Administration Conway, Arkansas

January 19, 2016

I. PROJECT DESCRIPTION

White-Daters & Associates, Inc. ("WDA") will provide contract administration and design for the parking expansion at Conway Station Park.

II. SCOPE OF SERVICES

A. DESIGN SERVICES

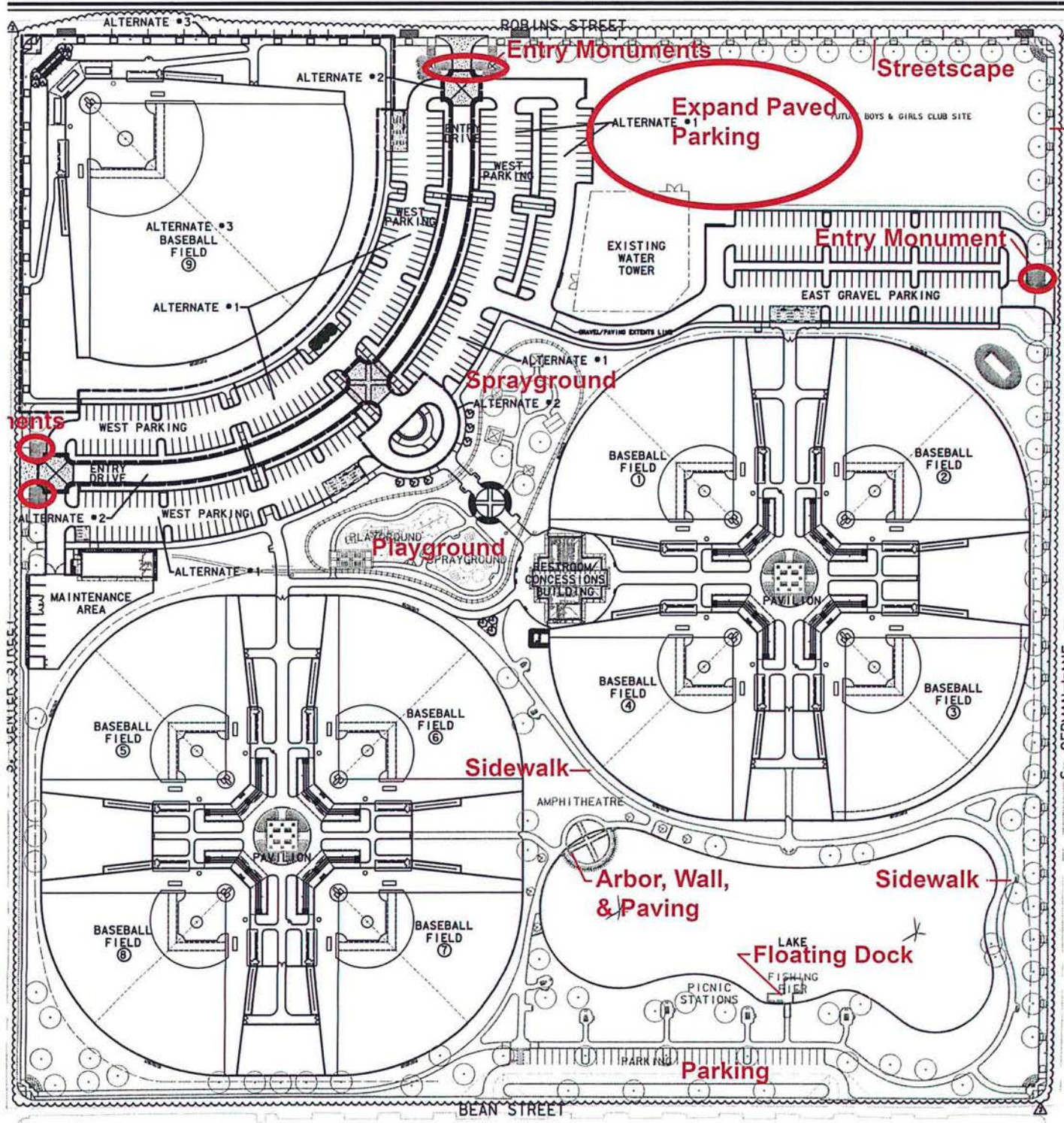
1. WDA will provide construction documents for parking expansion of the north part of the property that is adjacent to the Boys and Girls Club. This area is currently gravel and has been used for overflow parking.
2. WDA will provide design for this parking lot expansion with site information based on the Conway Station Park Phase I Improvement plans. Paving, drainage, planting, and irrigation expansion will be provided in the construction documents for the parking expansion.
3. The parking expansion plans will be included in the Phase Two Improvements package.

B. CONSTRUCTION ADMINISTRATION

1. Phase Two Improvements will be constructed from plans provided by the City of Conway for Conway Station Park that were not constructed during the first phase of development.
2. WDA will hold three (3) review meetings during the construction document phase with the City and interested parties.
3. The city will provide front end bidding documents per their requirements.
4. WDA will provide bidding assistance including preparation of advertisement (City to provide cost for advertising), clarifications to bidders, preparation of addendums if necessary, and review of the bids with the City.
5. The City will provide on-site daily inspection during construction. WDA will provide 10 site visits during construction and prepare the final punch list following completion of construction.

6. WDA will coordinate distribution of plans as provided by The City of Conway to submit for Fire, Planning, and Conway Corporation approvals. The City will provide permit applications or fees for Conway Corporation or any other utility.

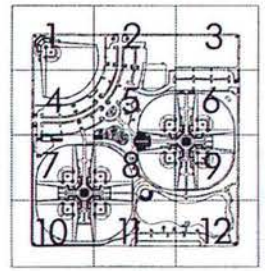
(Reimbursable expenses such as printing, color copies, plotting, photography courier/delivery, mileage will be paid for at cost and are not included in the design fee. Reimbursable expenses are estimated to be approximately \$1,500.)



- DEDUCT ALTERNATES:**
1. WEST PARKING AREAS AND DRIVES (HEAVY DUTY / REGULAR DUTY ASPHALT PAVING) TO FULL DEPTH SUB BASE (W/ CURB AND GUTTER).
 2. ENTRY DRIVE ASPHALT AND DROP OFF ASPHALT (FROM ROBINS ST. TO S. CENTER ST. (HEAVY DUTY ASPHALT PAVING, SPECIALTY PAVING AT INTERSECTIONS AND CROSSWALKS, PARKING AND FIRE LANE STRIPING) TO FULL DEPTH SUB BASE (W/ CURB AND GUTTER).
 3. FIELD #9 AS FULLY DEVELOPED (INCLUDES STAIRS, SIDEWALKS, PAVING, SHADE CANOPY, SCORER'S TABLE, BLEACHERS, DRINKING FOUNTAIN, ALL FIELD COMPONENTS, LANDSCAPING, AND IRRIGATION).

Phase II

Items as listed on plan



SITE ALTERNATES PLAN



DEPARTMENT OF THE ARMY
LITTLE ROCK DISTRICT, CORPS OF ENGINEERS
Post Office Box 867
LITTLE ROCK, ARKANSAS 72203-0867

January 13, 2016

REPLY TO
ATTENTION OF:

Real Estate Division

Honorable Tab Townsell
Mayor, City of Conway
1201 Oak Street
Conway, Arkansas 72032

Dear Mayor Townsell:

Please refer to your request to lease Old Ferry Landing Park, Toad Suck Lock and Dam, McClellan-Kerr Arkansas River Navigation System, for public park and recreational purposes.

We have no objections to your proposal to lease this park, therefore enclosed in duplicate, is a draft of a lease for Old Ferry Landing Park. The lease is for public park and recreational purposes for a two year term. If the terms and conditions are satisfactory, please have both copies of the lease signed on page 18, have the signature witnessed, insert the date of signing, sign the Preliminary Assessment Screening (PAS) which is Exhibit "E", and return all copies to us.

Upon receipt of all signed documents the lease will be executed on behalf of the United States, and a copy will be furnished for your records.

If you have any questions please contact Mr. Wayne Crawford, of this office, at 501-340-1209.

Sincerely,

A handwritten signature in blue ink that reads "LaYasha Rideout".

LaYasha Rideout
Chief, Management & Disposal Branch

Enclosures

NO. DACW03-1-16-6025

DEPARTMENT OF THE ARMY

LEASE TO NON-STATE GOVERNMENTAL AGENCIES

FOR PUBLIC PARK AND RECREATIONAL PURPOSES

OLD FERRY LANDING

TOAD SUCK LOCK AND DAM

FAULKNER COUNTY, ARKANSAS

THIS LEASE is made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and the **City of Conway, Arkansas**, hereinafter referred to as the Lessee,

WITNESSETH:

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in **Exhibits "A" and "B"**, attached hereto and made a part hereof, hereinafter referred to as the premises, for public park and recreational purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of two years, beginning January 25, 2016, and ending January 24, 2018.

2. CONSIDERATION

The consideration for this lease is the operation and maintenance of the premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to the City of Conway, 1201 Oak Street, Conway, Arkansas 72032, and if to the United States, to the Chief, Real Estate Division, Little Rock District Corps of Engineers, P.O. Box 867, Little Rock, Arkansas 72203-0867, hereinafter referred to as the Said Officer, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office or branch post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary of the Army", "Chief, Real Estate Division", "Real Estate Contracting Officer", "said officer" or "Lessor" shall include their duly authorized representatives. Any reference to the "Lessee" shall include sublessees, assignees, transferees, concessionaires, and its duly authorized representatives.

5. DEVELOPMENT PLANS

a. The Lessee shall be guided by an annual Plan of Operation and Maintenance in furtherance of the Lessee's implementing Plan of Recreation Development and Management (Development Plan) attached as Exhibit "C" which shows the facilities and services necessary to meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sublessees. No later than **March 15th** of each year, the Lessee will submit the annual Plan to be mutually agreed on between the Lessee and the Lessor. Such annual Plan shall include but is not limited to the following:

a. Plans for management, maintenance and development activities to be undertaken by the Lessee and any sublessees.

b. Report of the management, maintenance and development accomplishments of the Lessee for the preceding year.

c. Report on any significant modification of policies or procedures which are planned for the following year as well as those implemented in the preceding year.

d. Minor modifications to the Development Plan. Major modifications are to be

accomplished by amendment to the Plan before proceeding to implement any changes in the development or management of the leased premises.

e. Budget of the Lessee for carrying out all activities for the upcoming year.

f. Personnel to be used in the management of the leased premises.

g. Annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. Lessee will also provide a statement of compliance with the Rehabilitation Act and the Americans with Disabilities Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

6. SUPERVISION BY THE CONTRACTING OFFICER

The use and occupation of the premises shall be subject to the general supervision and approval of the contracting officer. During the term of the lease, the Lessor will notify the Lessee of any updates to the existing project Master Plan affecting the premises and the Lessee may provide comments.

7. STRUCTURES AND EQUIPMENT

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the premises as may be necessary to furnish the facilities and services authorized. Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in the Condition on **RESTORATION**. However, no structures may be erected or altered upon the premises unless and until the type of use, design, and proposed location or alteration thereof shall have been approved in writing by the Lessor. The Lessor may require the Lessee, upon the completion of each of the proposed developments to furnish complete "as built" construction plans for all facilities.

8. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

b. The Lessee will provide an annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disabilities Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

9. CONDITION OF PREMISES

a. The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligations on the part of the United States to make any alterations, repairs, or additions thereto.

b. As of the date of this lease, an inventory and condition report of all personal property and improvements of the United States included in this lease shall be made by the Lessor and the Lessee to reflect the condition of said property and improvements. A copy of said report is attached hereto as **Exhibit "D"** and made a part hereof. Upon the expiration, revocation, or termination of this lease, another inventory and condition report shall be similarly prepared. This report shall constitute the basis for settlement for property damaged or destroyed. Any such property must be either replaced or restored to the condition required by the Condition on **PROTECTION OF PROPERTY**.

10. FACILITIES AND SERVICES

The Lessee shall provide the facilities and services as agreed upon in the Development Plan referred to in the Condition on **DEVELOPMENT PLANS** either directly or through subleases or concession agreements that have been reviewed or accepted by the Lessor. These subleases or agreements shall state: (1) that they are granted subject to the provisions of this lease; and (2) that the agreement will not be effective until the third party activities have been approved by the Lessor. The Lessee will not allow any third party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and prices charged by the Lessee or its sub-lessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sublessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and conditions of this lease.

11. TRANSFERS, ASSIGNMENTS, SUBLEASES

a. Without prior written approval of the Lessor, the Lessee shall neither transfer nor assign this lease nor sublet the premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the premises. The Lessee will not subdivide nor develop the premises into private residential development.

12. FEES

Fees may be charged by the Lessee for the entrance to or use of the premises or any facilities, however, no user fees may be charged by the Lessee or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

13. ACCOUNTS, RECORDS AND RECEIPTS

All monies received by the Lessee from operations conducted on the premises, including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the Lessor. The Lessee shall provide an annual statement of receipts and expenditures to the Lessor. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The Lessor shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and sublessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the Lessor with the results of such an audit.

14. PROTECTION OF PROPERTY

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the Lessor, or, at the election of the Lessor, reimbursement may be made therefor by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the Lessor.

15. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government work; to make inspections; to remove timber or other material, except property of the Lessee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

16. LIGHTS, SIGNALS AND NAVIGATION

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the Lessor shall be installed and maintained by and at the expense of the Lessee.

17. LIABILITY INSURANCE

a. At the commencement of this lease, the Lessee, unless self-insured, and its sublessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum Combined Single Limit of **\$1,000,000**, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the sublessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to the Lessor a copy of the policy or policies, or, if acceptable to the Lessor, certificates of insurance evidencing the purchase of such insurance. The Lessor shall have the right to review and revise the amount of minimum liability insurance required.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the Lessor by given thirty (30) days notice of any cancellation or change in such insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the Lessor. The Lessee's insurance status shall not eliminate the requirement for its sub-lessees and concessionaires to have insurance from a reputable insurance carrier as set out above.

d. The Lessor may require closure of any or all of the premises during any period for which the sublessees and concessionaires do not have the required insurance coverage.

18. RESTORATION

On or before the date of expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee, and restore the premises to a condition satisfactory to the Lessor. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property therefrom, and restore the premises to the aforesaid condition within such time as the Lessor may designate. In either event, if the Lessee shall fail or neglect to remove said property and so restore the premises, then, at the option of the Lessor, said property shall either become the property of the United States without compensation therefor, or the Lessor may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or relinquishment of this lease in restoring the premises.

19. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sub-lessees and assignees.

20. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the Lessor, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established

access routes without written permission of the Lessor.

21. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on Federal lands. The Department of the Army will provide lease stipulations to BLM for inclusion in such mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local laws.

22. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and/or sub-lessees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the Lessor. This lease may be revoked in the event the Lessee violates any of the terms and conditions and continues and persists in such non-compliance, or fails to obtain correction of deficiencies by sub-lessees or licensees. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving one (1) year prior written notice to the United States in the manner prescribed in the Condition on **NOTICES**.

23. HEALTH AND SAFETY

a. The Lessee shall keep the premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sub-lessees and concessionaires operate and maintain the premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the Lessor, upon discovery of any hazardous conditions within the area covered by the lease that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected, the Lessor will have the option to: (1) correct the hazardous conditions and collect the cost of repairs from the Lessee; or, (2) revoke the lease. The Lessee and its assignees or sub-lessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken

pursuant to this condition.

24. PUBLIC USE

No attempt shall be made by the Lessee, or any of its sub-lessees or concessionaires, to forbid the full use by the public of the premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee under this lease to manage the premises and provide safety and security to the visiting public.

25. PROHIBITED USES

a. The Lessee shall not permit gambling on the premises or install or operate, or permit to be installed or operated thereon, any device which is illegal, or use the premises or permit them to be used for any illegal business or purpose. There shall not be carried on or permitted upon the premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special use permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the Lessor.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense, or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

26. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized under and pursuant to the Development Plan described in the Condition on **DEVELOPMENT PLANS** herein. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

27. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim," as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to the lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph c.(2) below.

c. (1) A claim by the Lessee shall be made in writing and submitted to the Lessor for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the Lessor .

(2) For Lessee claims exceeding \$50,000, the Lessee shall submit with the claim a certification that:

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Lessee's knowledge and belief; and

(iii) The amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certification shall be executed that individual. If the Lessee is not an individual, the certification shall be executed by:

(i) A senior company official in charge at the Lessee's location involved; or

(ii) An officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$50,000 or less, the Lessor must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$50,000, the Lessor must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The Lessor 's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to said officer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the Lessor received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, as provided in the Act, which is applicable to the period during which the Lessor receives the claim, and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, appeal, or action arising under the lease, and comply with any decision of the Lessor .

28. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction or abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, including sewage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the lessee's activities, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from the Lessor before any pesticides or herbicides are applied to the premises.

29. PRELIMINARY ASSESSMENT SCREENING

A preliminary Assessment Screening (PAS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances attached hereto and made a part hereof as Exhibit "E". Upon expiration, revocation or termination of this lease, another PAS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the Lessor in determining any environmental restoration requirements. Any such requirements will be completed by the lessee in accordance with the condition on **RESTORATION**.

30. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify the Lessor and protect the site and the material from further disturbance until the Lessor gives clearance to proceed.

31. SOIL AND WATER CONSERVATION

The Lessee shall maintain in a manner satisfactory to the Lessor, all soil and water conservation structures that may be in existence upon said premises at the beginning of, or that may be constructed by the Lessee during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the Lessor.

32. TRANSIENT USE

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited. The Lessee will maintain a ledger and reservation system for the use of any such campsites.

b. Occupying any lands, building, vessels or other facilities within the premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees residing on the premises for security purposes, if authorized by the Lessor .

33. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

34. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if the lease be for the general benefit of such corporation or company.

35. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative; and this provision shall apply to this clause as well as all other conditions of this lease.

36. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the premises are concerned; and the lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), or Section 404 of the Clean Water Act (33 U.S.C. § 1344).

37. Executive Order 13658

(a) Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease. The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

(b) Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

(c) Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so

much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

(e) The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

(f) Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

(g) Payroll Records.

(1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (g)(1)(i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number.
- (ii) The worker's occupation(s) or classification(s).
- (iii) The rate or rates of wages paid.
- (iv) The number of daily and weekly hours worked by each worker.
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

(h) The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

(i) Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

- (1) The employer must inform the tipped employee in advance of the use of the tip credit;
 - (2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;
 - (3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and
 - (4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.
- (k) Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.
- (l) Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.
- (m) Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.
- (n) If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for

and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

38. The single lane boat launch will be operated at no charge to the public. If the boat ramp becomes unsafe for use it may be closed if funds are not available to return the structure to an operable condition.

39. The agreement for the MKARNS Project Office to pay for water supply is based upon normal and customary charges of water usage. Any abnormal fees due to water leaks or other causes shall be the responsibility of the City of Conway.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____, 2016.

LaTasha Rideout
Chief, Management & Disposal Branch
Little Rock District

THIS LEASE is also executed by the Lessee this _____ day of _____, 2016.

ATTEST:

City of Conway

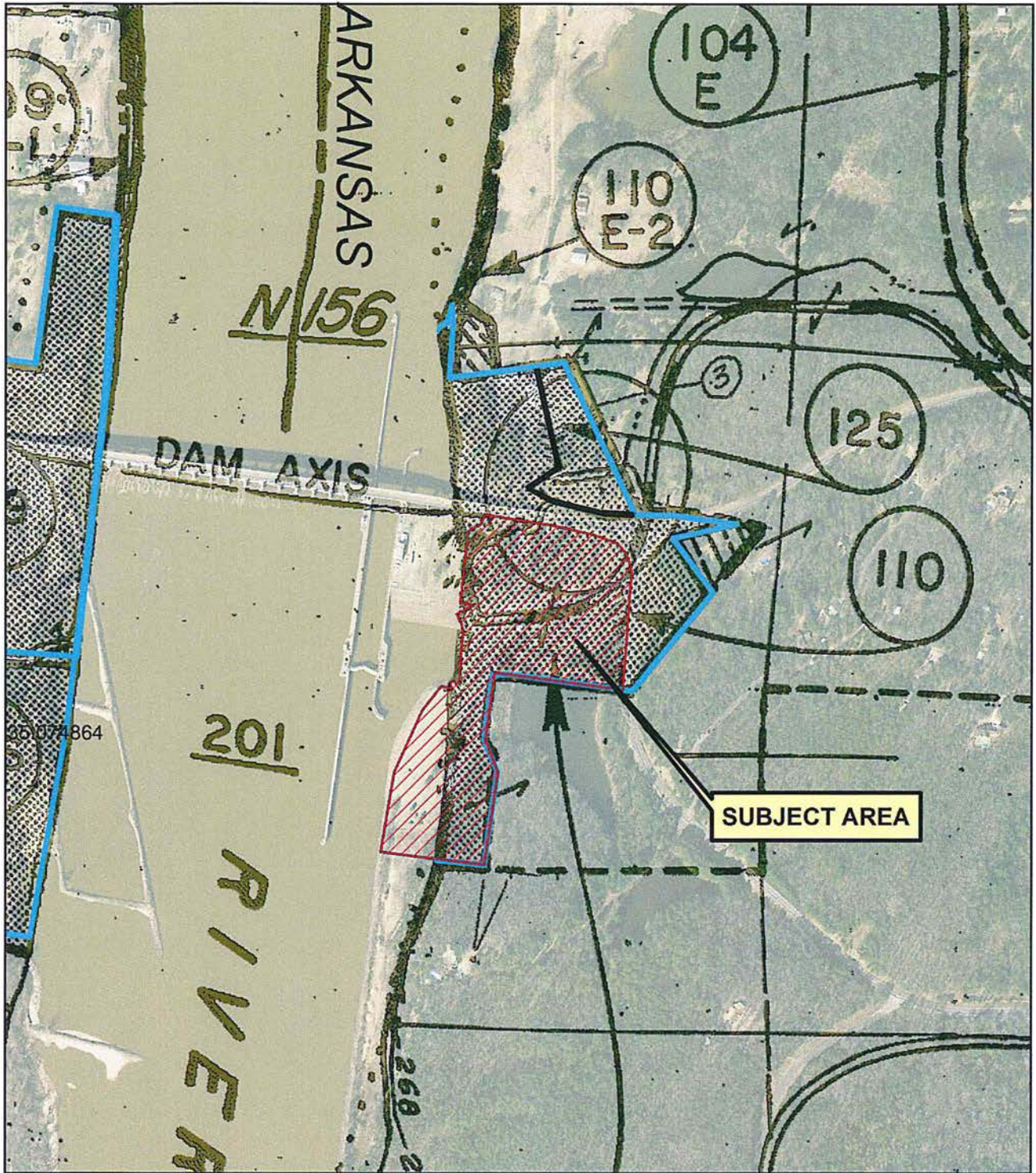
BY: _____

TITLE: _____

Address

R. 14 W.

T. 5 N.



LEGEND:

-  SUBJECT AREA
-  FEE ACQUISITION LINE

TOAD SUCK LOCK AND DAM
 ARKANSAS RIVER
 LEASE FOR OLD FERRY LANDING
 (TOAD SUCK PARK EAST)
 TRACT NO. 110

COUNTY: FAULKNER
 STATE: ARKANSAS

1 inch = 600 feet

DATE: DECEMBER 16, 2015
 FN: DACW03-1-16-6025
 EXHIBIT "A"

Toad Suck Lock and Dam
Faulkner County, Arkansas

Arkansas River
Document #DACW03-1-16-6025
Tract No. 110
EASEMENT -ACRES -12.40

EASEMENT FOR
Ferry Landing Park Lease\Annexation
(Toad Suck Ferry Dam Site Park-East)

A part of the N1/2 of Section 18, Township 5 North, Range 14 West, Faulkner County, Arkansas, more particularly described as commencing at the SE corner of the NW 1/4 of said Section 18; thence South 88 degrees 55 minutes 53 seconds East a distance of 432.81 feet to a point on the south right of way of State Highway No.60; (also known as Dave Ward Drive); thence easterly along the southern right-of-way of Highway 60, to the east line of Section 18; thence north to the north right-of-way of Highway 60; thence west along the north right-of-way of Highway 60, to the east line of the NW 1/4 of Section 18, Township 5 North, Range 14 West; thence continue northwesterly along the northeastern and eastern right-of-way of Highway 60 to a point on the north line of the SE 1/4 NW 1/4, Section 18, Township 5 North, Range 13 West; thence north 82 degrees 11 minutes 32 seconds west approximately 80 feet to a found 1 inch iron pipe to point of beginning; thence North 82 degrees 11 minutes 32 seconds West a distance of 486.22 feet to a 3 inch brass monument; thence South 08 degrees 02 minutes 41 seconds West a distance of 270.00 feet to a brass monument; thence South 17 degrees 00 minutes 52 seconds East a distance of 138.94 feet to a brass monument; thence South 08 degrees 02 minutes 13 seconds West a distance of 368.20 feet to a brass monument; thence North 88 degrees 42 minutes 12 seconds West a distance of 395.05 feet, thence northerly along the high water mark of the Arkansas River 727 feet to the edge of existing boat ramp; thence southeasterly along said boat ramp 165 feet to edge of existing parking lot; thence northerly along fence/post line of parking lot approximately 527 feet to northern edge of access road to Toad Suck Lock offices; thence westerly along said access road edge 158 feet; thence northerly along existing parcel line 250 feet to southern edge of access road to Toad Suck Lock and Dam off of AR-60; thence northeasterly along said access road edge 365 feet to Southerly Right-of-Way of AR-60; thence meandering easterly and southerly along AR-60 Right-of-Way 1,077 feet to point of beginning, containing 12.40 acres, more or less.

December 16, 2015

EXHIBIT "B"



City of Conway, Arkansas
Mayor Tab Townsell
Faulkner County
Judge Jim Baker



Plan of Recreational Development and Management Old Ferry Landing Park

The City of Conway in cooperation with Faulkner County will:

Short Range Goals:

- Maintain grounds by mowing, cleaning grass areas, and picking up litter
- Repair and maintain playgrounds, pavilions, swings, benches, tables, grills and other equipment as needed
- Repair and maintain restrooms as needed
- Remove hazardous limbs from and maintain trees
- Repair park entrance sign


Long Range Goals:

- Renovate restrooms and surrounding area to be ADA compliant
- Replace roofs on pavilions as needed
- Improve nature trail and fences
- Renovate playgrounds to comply with current safety standards
- Replace swing sets and remove see saws

Joint Inventory and Condition Survey

**Project: Toad Suck Ferry Lock and Dam
Old Ferry Landing Park**

<u>Item</u>	<u>Number Existing</u>	<u>Condition</u>
Park Entrance Sign - <i>City plans to repair deteriorating wood.</i>	1	Fair
Stop Sign	2	Good
Double Arm Gate	1	Good
Pavilions - <i>City plans to repair both pavilion roofs.</i>	2	Fair
Restrooms	1	Good
Grill @ Pavilion	3	Good
See Saws (Playground)- <i>City plans to remove both sets of See Saws.</i>	4	Good
Swings - <i>City plans to replace all 4 swings.</i>	4	Fair
Wood Bench	3	Good
Slides (Playground)	2	Good
Wooden Playground Equipment	1	Good
Fire Rings- <i>(4) Removed by USACE.</i>	-	-
Covered Picnic Area	8	Good
Handicap Parking Sign	3	Good
Day Use Facility Sign	1	Good
Fee Collection Sign	1	Good
Elevated Grill	4	Good
Light and Pole	2	Good
Water Tank	1	Good
Pump House Building	1	Good
Historical Markers (Rock and Plaque)	2	Good
Anchor on Display	1	Good
Boat Ramp	1	Good
Bank Rip Rap - Not in Lease Area		


 City of Conway Representative
 Position: Director
 Date: 1/11/16


 Ryan King, USACE
 Natural Resource Specialist
 Date: 1/11/16

PRELIMINARY ASSESSMENT SCREENING
(PAS)

Project: Toad Suck Lock and Dam, McClellan-Kerr Arkansas River Navigation System
Outgrant No.: DACW03-1-16-6025

A complete search of the District files revealed no evidence that hazardous substances have been stored, released, or disposed of on the property involved.

A site investigation revealed no evidence that hazardous substances have been stored, released or disposed of on the property involved. No unusual odors, suspicious seepage, or other evidence of the presence of hazardous waste were observed.

LaTasha Rideout
Chief, Management & Disposal Branch

Date

I/We, the undersigned, made a site investigation of the subject easement area which revealed no evidence that hazardous substances have been stored, released, or disposed of on the property involved. No unusual odors, suspicious seepage, or other evidence of hazardous waste were observed.

City of Conway

BY: _____

Date

TITLE: _____

EXHIBIT "E"