



City of Conway Council Agenda

Council Meeting Date:

March 28th, 2017

5:30pm - Committee Meeting:

Discussion regarding speed limits
Pine Street Revitalization Affordable Housing

6:30pm:

Council Meeting

Call to Order:

Mayor Bart Castleberry

Roll Call:

City Clerk/Treasurer Michael O. Garrett

Minutes Approval:

March 14th, 2017

Monthly Financial Report ending February 28th, 2017

Mayor Bart Castleberry

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 Isby

1. Report of Standing Committees:

A. Public Hearing:

1. Public Hearing/Ordinance to discuss the closing of certain utility easements located on Lewis Ranch Subdivision, Phase I.

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

1. Resolution requesting the Faulkner County Tax Collector place a certified lien against property located at 1675 Duke Street for incurred expenses by the City of Conway.
2. Ordinance accepting federal funding and appropriating grant funds for the Community Development Block Grant Program.
3. Consideration to approve the bid for the Scrap Metal Yard Remediation/Cleanup project.
4. Consideration to approve FTN & Associates to provide professional services for the oversight of Brownfields Cleanup Plan implementation and final report for the preparation for the former Conway Scrap Metal Site.
5. Resolution in support of the use of the Sanitation tipping services as part of the Match requirement for the Conway Scrap Metal Remediation project.
6. Resolution approving support from the City of Conway to Old Conway Village, LP for the construction of Affordable dwellings located in the Pine Street Neighborhood.
7. Ordinance setting the appropriate speed limit within the City of Conway business district, residential district, and school premises.

8. Ordinance appropriating funds for the repair and maintenance of the City's fuel tank system.
9. Ordinance to rezoning property located at 1510 South Donaghey Avenue from R-1 to PUD.
10. Consideration to approve a conditional use permit request to allow MF-1 density in an R-2A zoning district for property located at 1907 Clifton Street.

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

1. Consideration to dispose of fixed asset inventory (vehicles and equipment) of the Department of Sanitation.
2. Resolution authorizing the Department of Sanitation to conduct citywide cleanups for the City of Conway.
3. Ordinance appropriating funds & authorizing the City to enter into an agreement with Sowell Architects for the professional services agreement for the tennis courts located at Laurel Park.
4. Consideration to approve the revisions to the Conway Expo, Event Center, & Fairground and the McGee Center meeting rooms use agreement for the Parks & Recreation Department.

D. Public Safety Committee (Police, AWU, CEOC, Fire, District Court, Information Technology, & City Attorney)

1. Ordinance appropriating asset forfeiture funds to the Conway Police Department for training.
2. Ordinance appropriating reimbursement funds from various entities for the City of Conway.
3. Ordinance to consider waiving the competitive bid process for the purchase of a command incident communication device for the Conway Police Department SWAT Team.

E. Personnel

1. Ordinance amending the employee handbook regarding the purchasing policies for the City of Conway.

Adjournment



**City of Conway, Arkansas
Ordinance No. O-17-_____**

AN ORDINANCE RESOLVING THE APPROPRIATE SPEED LIMIT WITHIN THE CITY OF CONWAY BUSINESS DISTRICT, RESIDENTIAL DISTRICT, AND SCHOOL PREMISES

Whereas, the City of Conway desires to modify prima facie speed limits for certain designated areas within the City of Conway; and

Whereas, the City of Conway desires to unify speed limits to reflect actual conditions in the community and protect the health, safety and welfare of those persons traveling on the streets, boulevards and roadways inside the city limits; and

Whereas, adjustments to speed limits will bring them in line with the Conway Street Master Plan and previous traffic engineering studies.

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

Section 1. The following limits shall be maximum lawful speeds, and no person shall drive a vehicle in excess of the following limits:

1. Twenty (20) miles per hour in the Central Business District as defined in the Conway Zoning Map;
2. Twenty-five (25) miles per hour on any residential street;
3. Twenty (20) miles per hour when passing a school building or school zone when school is in session, or when children or others are approaching or leaving the school or school premises;

Section 2. Upon an engineering and traffic investigation, the Traffic Engineer may determine and declare an alternate speed limit, which shall be effective when appropriate signs giving notice thereof are erected.

Section 3. In any situation where the posted speed limit conflicts with this ordinance, the posted speed limit will prevail and control.

Section 4. Any person violating any of these provisions shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not less than one dollar (\$1.00), nor more than two hundred dollars (\$200.00).

Section 5. All ordinances in conflict herewith are repealed to the extent of the conflict. Specifically Conway City Ordinance No. 287 of 1953.

PASSED this 14th day of March, 2017.

Approved:

Attest:

Mayor Bart Castleberry

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

Memo

To: Mayor Bart Castleberry
From: Scott Grummer, Planning & Development
Date: 3/24/2017
Re: Pine Street Revitalization Phase II

With the finalization and approval by City Council on 03/14/2017 of the Spruce Cottage Court housing development in the Pine Street Neighborhood, the City is prepared to move forward with Phase II of housing initiative in this area. The city invested over \$1.2 Million in Community Development Block Grant (CDBG) funding in this area as part of its focus of revitalization for this neighborhood, identified in the North East Old Conway Area Study conducted in 2009. Part of this investment included acquisition of land as well as Utility, Drainage and sidewalk improvements to support further development. The Spruce Cottage Court Development was a Public/Private Partnership (PPP) designed to construct 12 single family cottages for owner occupancy, with a minimum of 7 of those homes to be sold to families making 80% or below the Area Median Income (AMI).

Phase II was meant to leverage the remainder of land owned by the city to further affordable housing initiatives. A request for qualifications was advertised in March, with one development firm responding. This respondent firm would like to propose utilization of this land and public improvements in conjunction with other land in the direct vicinity to construct single family homes and row houses as recommended out of the NEOCA study for the site specific locations. They intend to submit an application to the Arkansas Development Finance Authority on April 1, 2017, applying for Low Income Housing Tax Credits (LIHTC) in order to construct up to 44 housing units. These units would be set up initially as rental, with a portion transitioning to owner occupied over time. Of the 44 homes, 3 homes would be for persons with a 30% AMI or lower, 32 homes for persons with 60% AMI or lower, and 9 homes as unrestricted incomes.

The diversity of mixed income opportunities for this housing proposal, coupled with the Spruce Cottage Court development would not only maximize the Cities investment in this area, but would far exceed our expectations in meeting our goal of providing affordable housing in this area. The quality of construction proposed would improve the esthetics of the neighborhood, and give the Pine Street community the momentum it needs to achieve stabilization, and become a neighborhood of choice once again for individuals and families looking for a place to call home.

Attached is a copy of the proposal by the respondents, as well as a resolution supporting their application for LIHTC to ADFA, providing the land owned by the City as public support for the proposed development.

**Old Conway Village
Proposal in Response to RFQ 2017 Pine Street**

1. Pre-design plans enclosed include a tentative site plan as well as row house floorplan and elevation.
2. Number of housing units are proposed as 44 new homes that will be a combination of rowhomes and single family detached homes all of which are proposed as 3 bdrm/2bath with a single car garage. The design is consistent with uses identified in the NE Old Conway Area Study; specifically Town/Row house style units.
3. Design, Development, and Construction timelines will follow the cycles established by the ADFA LIHTC process. A timeline is attached for general overview.
4. Targeted demographic of intended housing will be for moderate to middle income families to create affordable, workforce housing. Homes will be developed under a land use restriction agreement that will run with the land for a minimum of 15 years to lease and recertify households with 3 homes for persons with a 30% AMI or lower, 32 homes for persons with 60% AMI or lower, and 9 homes as unrestricted incomes. LURA will outline transition periods after 15 years to appropriately transition the affordability and proposed future owner occupied units post LURA. Example LURA attached.
5. Timeframe that housing shall be restricted by covenant for intended demographic will be up to 15 years with a 3 year extended transition outlined. Example home ownership document attached.
6. Experience of proposed developers includes over 20 years of experience in LIHTC and affordable housing development, compliance, construction, and management. See information provided.

REQUEST FOR QUALIFICATION STATEMENTS

Tammi Creason & Debbie Hart
1900 E Lark Lane
Nixa, MO 65714
(417) 224-3035
Tammi@creasondevelopment.com

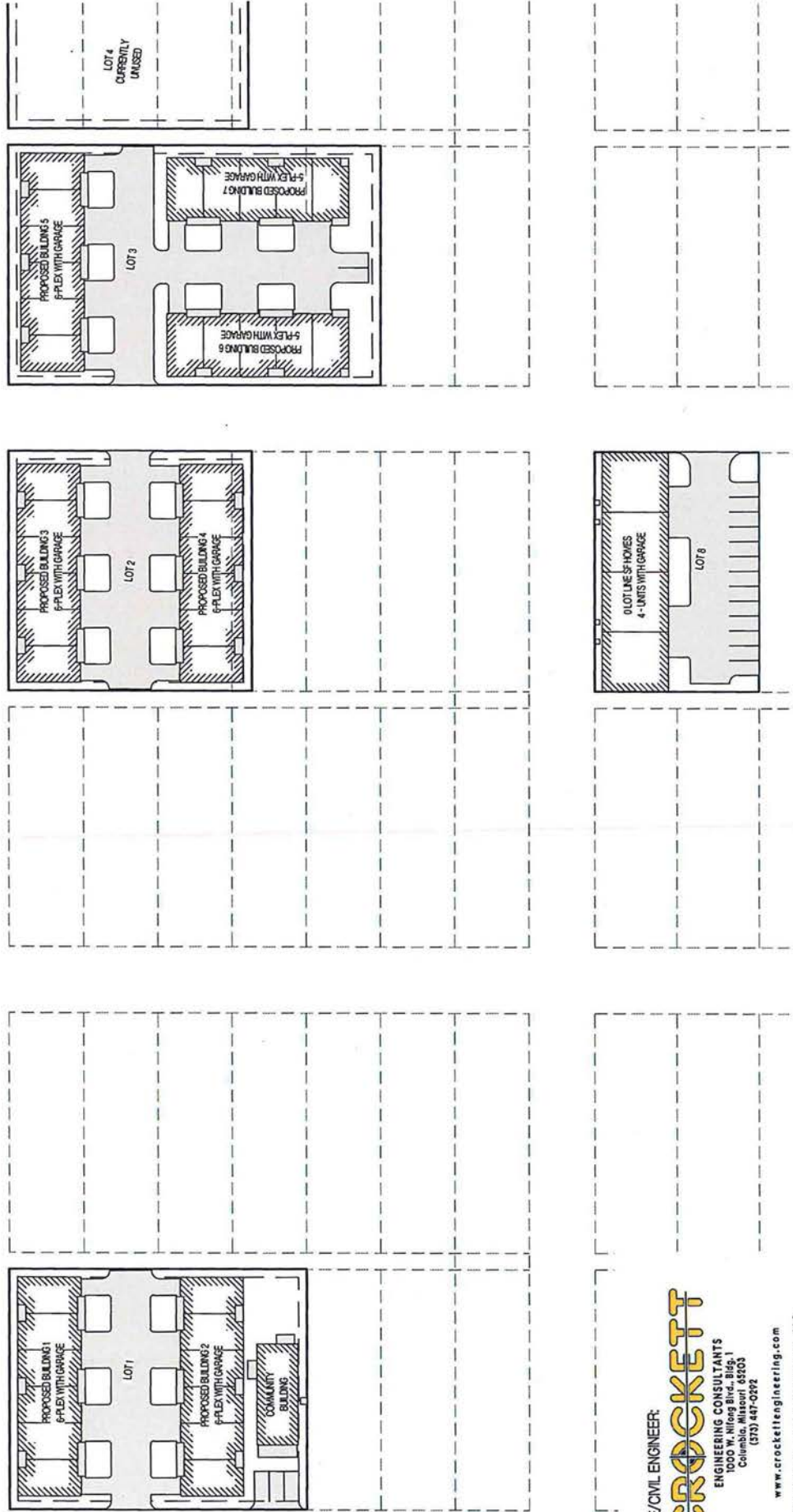
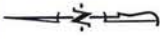
Elevation/Site Plan/Floorplan

Examples only. Will work with city and planning groups to ensure final plans are appropriate and agreeable.

PINE STREET LOFTS

SITE LAYOUT

SCALE: 1"=60'



SITE/CIVIL ENGINEER:

CROCKETT

ENGINEERING CONSULTANTS
 1000 W. Milleg Blvd., Bldg. 1
 Columbia, Missouri 65203
 (313) 447-0292

www.crockettengineering.com

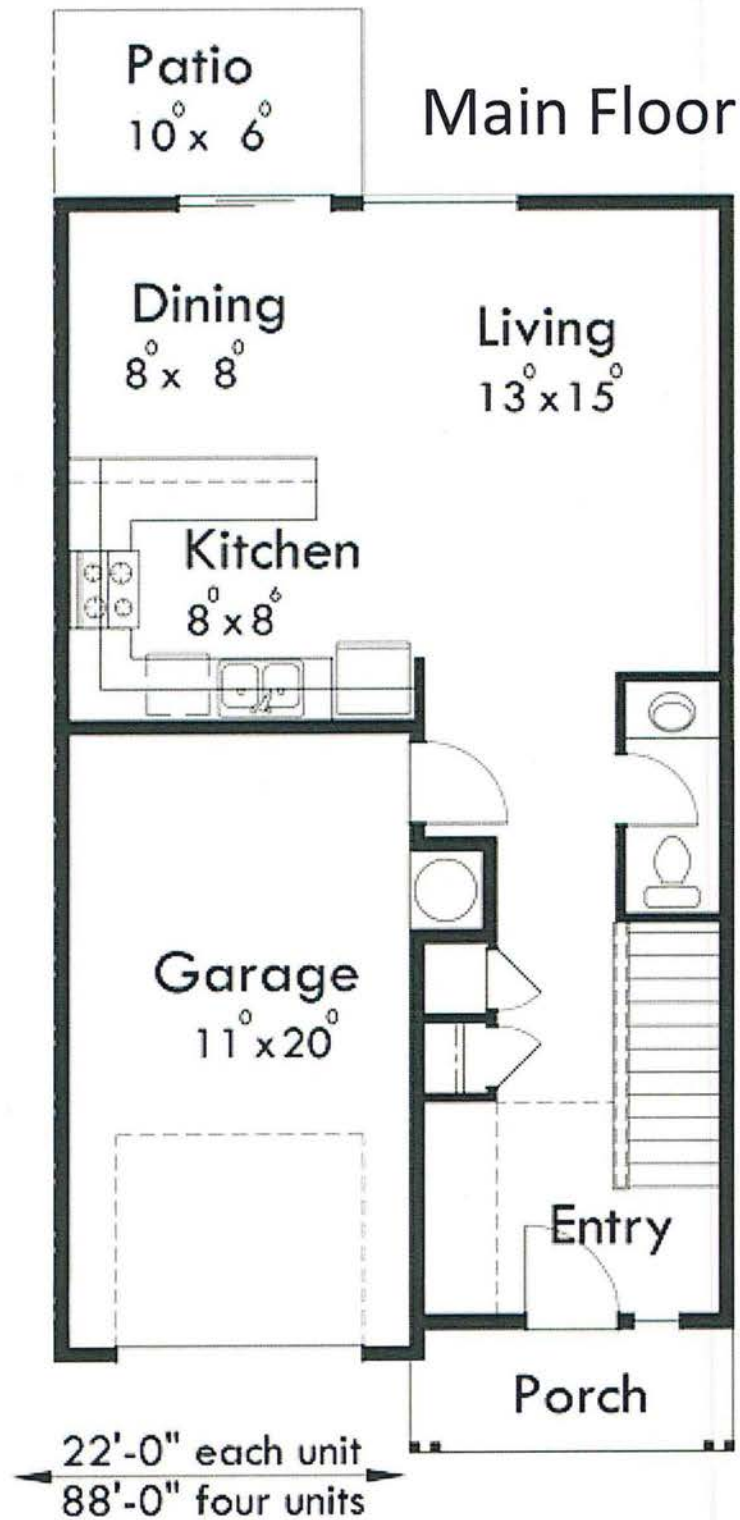
Crockett Engineering Consultants, LLC
 Arkansas Certificate of Authority
 #3394



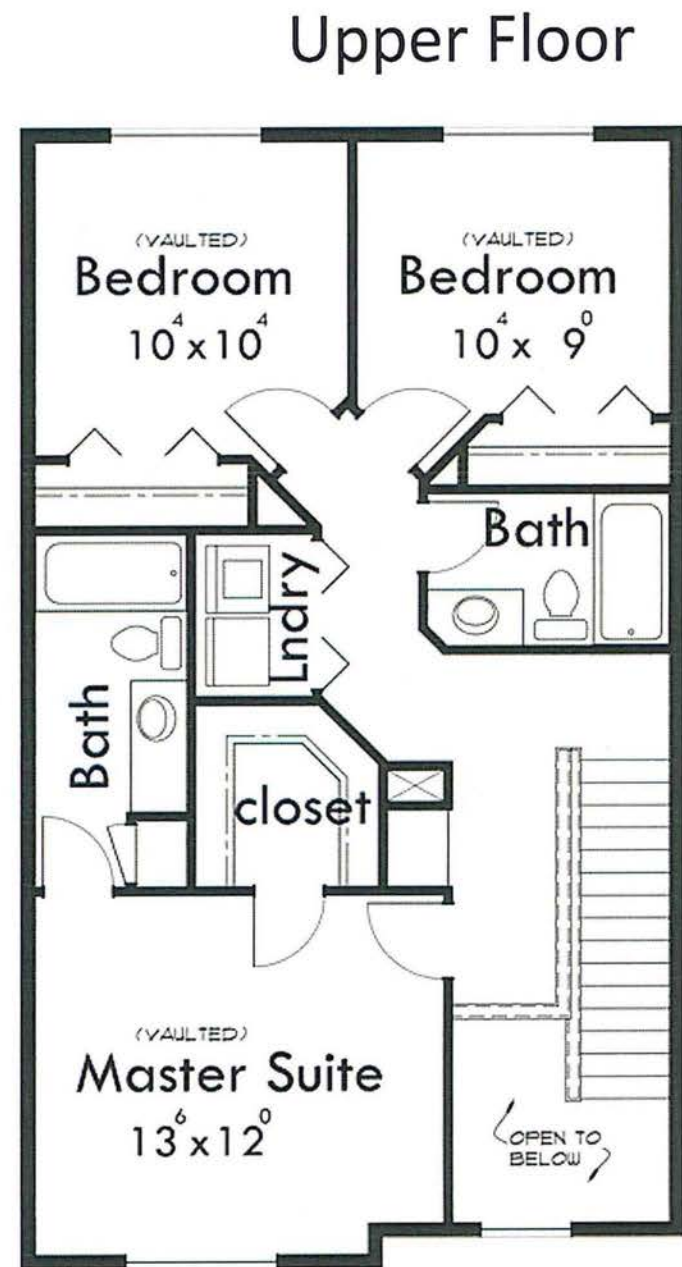
S-1

Enter Address/Parcel ID





41'-0"
w/porch





LURA EXAMPLE

Land Use Restriction Agreement ensures continued affordability. LURA will be executed between ownership and ADFA and filed against the land for future enforceability.

WHEN RECORDED RETURN TO:
ARKANSAS DEVELOPMENT FINANCE AUTHORITY
MULTIFAMILY HOUSING DEPARTMENT
900 WEST CAPITOL AVENUE, SUITE 310
LITTLE ROCK, ARKANSAS 72201

LAND USE RESTRICTION AGREEMENT and
DECLARATION OF LAND USE RESTRICTIVE COVENANTS
FOR LOW-INCOME HOUSING TAX CREDITS

THIS LAND USE RESTRICTION AGREEMENT and DECLARATION OF LAND USE RESTRICTIVE COVENANTS FOR LOW-INCOME HOUSING TAX CREDITS (this "AGREEMENT"), dated as of DEC 08 2014, is entered into by Dogwood Cottages Estates, LP and its successors and assigns (the "Development Owner") and the Arkansas Development Finance Authority, a public body politic and corporate of the State of Arkansas, together with any successor to its rights, duties and obligations (the "Authority"). This AGREEMENT is entered to comply with Section 42 of the Internal Revenue Code of 1986, as amended, 26 USC § 1 *et seq.*, (the "Code"), and serves as the "extended low-income housing commitment" required by Section 42(h)(6)(A) of the Code.

WITNESSETH:

WHEREAS, the Development Owner is the owner of a low-income rental housing development, known as Dogwood Cottages Estates (the "Development") located on land in the City of Blytheville, County of Mississippi, State of Arkansas, more particularly described in Exhibit A hereto; and

WHEREAS, the Authority has been designated as the housing credit agency for the State of Arkansas for the allocation of federal low-income housing tax credit ("Tax Credits") pursuant to Section 42 of the Code; and

WHEREAS, the Development Owner filed its Multi-Family Housing Application for Tax Credits, dated February 3, 2012 (the "Application") by which the Authority has determined the Development would support an allocation of Tax Credits in an amount not to exceed \$ 600,000 annually; and

EXAMPLE TIMELINE

**Timeline will be established prior to notice to proceed
and after final city planning processes.**

Building and Energy Standards:

Describe the construction and energy standards that will be used for the development. Upon completion, all units must meet Section 8 Housing Quality Standards or local codes, if applicable. Development costs greater than \$25,000/unit must meet all local codes, rehabilitation standards, zoning ordinances, and the Cost Effective Energy Standards (24 CFR Part 39). New construction developments must meet all local codes, building standards, zoning ordinances, and the Model Energy Code published by the Council of American Building Officials and the State Energy Code. All units and buildings must meet ADFA's applicable Minimum Design Standards.

XXVII. DEVELOPMENT TEAM INFORMATION

All Applicants must also complete the Development Team worksheet attached in this file.

XXVIII. DEVELOPMENT TIMELINE

Fill in completion or anticipated completion dates for all development tasks listed. These dates must be realistic estimates. These estimates, compared to actual completion dates, may be utilized in ADFA's review of a development team's current capacity on subsequent applications.

Task	Completion Date
SITE/DEVELOPMENT START UP	
Site Acquisition	Under Contract by 3/31/17
Site Analysis	7/31/2017
Initial Closing (HOME Applicants)	N/A
Closing and Transfer of Property	10/31/2017
FINANCING	
Construction Loan	
Firm Commitment	11/1/2017
Permanent Loan	
Loan Application	9/15/2017
Conditional Commitment	3/31/2017
Firm Commitment	10/31/2017
Other Loans and Grants (Type/Source)	
Application	N/A
Award	N/A
CONSTRUCTION/IMPLEMENTATION	
Construction Contract Awarded	10/31/2017
Pre-Construction Conference (ALL Applicants)	11/1/2017
Construction starts	11/5/2017
Stage 1 completed (HOME Applicants)	N/A
Stage 2 completed (HOME Applicants)	N/A
Stage 3 completed (HOME Applicants)	N/A
Marketing Begins	6/1/2018
Construction Completed	12/1/2018
Occupancy/Rent-up Begins	7/1/2018
Full Occupancy Obtained	5/30/2019
Tax Credit Placed in Service Date	12/31/2018
EXPENDITURE OF FUNDS (HOME Applicants)	
25%	N/A
50%	N/A
75%	N/A
100%	N/A

XXIX. APPLICATION & OTHER FEES

Regardless of the threshold decisions and scoring decisions of ADFA staff and funding decisions of the ADFA Board of Directors, the application fees are non-refundable. The Application fee must be included with the Application at TAB 2.

Make all checks payable to: ARKANSAS DEVELOPMENT FINANCE AUTHORITY

LIHTC Applicants Only:		Fees:
<input checked="" type="checkbox"/>	For Profit: 1-50 unit development	\$ 1,000.00
<input type="checkbox"/>	For Profit: 51-100 unit development	\$ 2,000.00
<input type="checkbox"/>	For Profit: 101+ unit development	\$ 3,000.00
<input type="checkbox"/>	Non-Profit Sponsor	\$ 300.00

Reservation Fee: A Reservation Fee equal to \$150.00 per low-income housing tax credit unit will be required at time of reservation.

Allocation Fee: An Allocation Fee equal to \$150.00 per low-income housing tax credit unit will be required at time of allocation.

Monitoring Fee: A Monitoring Fee of eight percent (8%) of the actual total annual allocation of low-income housing tax credits will be required prior to the issuance of IRS Forms 8609.

Any overpayment will not be refunded.

Tax-Exempt Multi-Family Volume Cap:		Fee:
<input type="checkbox"/>	All Developments	\$ 500.00

See additional fees outlined in ADFA's Guidelines for Reserving Volume Cap for Tax-Exempt Private Activity Bonds for Residential Rental Housing

EXPERIENCE SUMMARIES



Tammi Creason Creason Development

OFFICE
1900 E Lark Lane
Nixa, MO 65714

PHONE
417-224-3035

EMAIL
tammi@creasondevelopment.com

Profile

With over 20 years of industry experience, Tammi Creason learned the tax credit business from the ground up with each step providing her with a broad base of knowledge and expertise. Her journey in affordable housing has included specialties in compliance, property management, development, underwriting, construction management, and syndication. She has trained personnel for developers, management companies, and syndicators in states throughout the Midwest. Consulting services range from review/consultation to complete origination through application submission. With experience in multiple finance structures, she has helped closed nearly \$500M in federal, state, and historic tax credits, helped develop more than 30 new affordable communities, and closed more than 50 projects in 12 states.

Tammi is a Missouri and Oklahoma Broker and holds numerous national affordable housing certifications in compliance and development such as Housing Development Finance Professional (HDFFP) by National Development Council (NDC) and Housing Credit Certified Professional (HCCP) by National Association of Home Builders (NAHB). Through active participation in state-led affordable housing coalitions, she also enjoys advocating for legislation regarding affordable housing initiatives.

Experience

CONSULTING

Worked with housing developers in Missouri, Kansas, Oklahoma, and Arkansas to assist with housing applications for the competitive award of LIHTC's. Assisted municipalities and non-profit organizations in successful allocations of soft money grants such as CDBG, disaster funding, and other such awards. Trained new personnel in compliance, management structures, forms, policies and procedures, and general development and underwriting.

HERMAN & KITTLE PROPERTIES

Serving the HKP team from May 2014-Oct 2015 in a role as a Project Director, Tammi worked with Development Directors and Development Analysts throughout the Midwest and Southeast regions. Mrs. Creason worked with project teams to facilitate the design, financing, entitlement, and closing of transactions after the receipt of a tax credit allocation.

GARDNER CAPITAL (formerly Carlson Gardner) /MID AMERICA MGMNT

Over 13 years with the Gardner organization, responsibilities included all aspects of affordable housing projects. Actively developed in Missouri, Kansas, Oklahoma, and Arkansas with syndication and underwriting additionally in Georgia. Worked on both owner developed communities as well as consulting and syndication of third party projects from initial site selection through lease-up and stabilization of new projects. Helped to build and develop subsidiary departments and companies such as property management, asset management, and compliance

WILHOIT PROPERTIES

Ensured state and federal compliance on an over 7,000 unit affordable housing portfolio 1997-2001 including projects in 7 states.

Mission

To provide quality affordable housing in collaboration with civic leaders, public and private financial partners, and non-profit agencies. To create economic development through housing and improve the quality of life for families seeking affordable housing.

Referrals Referrals by city leaders, state housing agencies, developers, or other organizations available on request.

Previous Projects

Oaks Apartments (40 unit senior historic rehab)

Villas Downtown (42 unit historic rehab and infill single family homes)

Developed in downtown Excelsior Springs (North Kansas City Suburb) 2006 with Oaks and then came back in 2011 to do the next phase per their city planning efforts.

Brent McElwee, Ambrose Buckman (former Mayor) are both still residing councilmen that were familiar with both projects.

(816) 630-0752 City

(816) 423-4111 Nick Pappas, Community Development Director currently in Gladstone, MO but was over Villas of Downtown project and brought us back to the table after completing their own Downtown Revitalization Planning.

Frisco Station Apartments (57 senior units in historic rehab) 2003, Joplin, MO

Drake Hotel Apartments (26 senior units in historic rehab) 2005, Carthage, MO

Zahn Apartments (46 family units in historic rehabs) 2006, Joplin, MO

Developed within greater Joplin, MO. Original project was done in coordination of city relocation efforts to their downtown district across the street from their offices.

(417) 781-0352, John Joines, Executive Director for Economic Security Corporation of Southwest who was the non-profit liaison with city (who has since turned over)

Aspen Trails (48 new construction senior row homes) 2013

(636) 477-6600, ext 1305, Julie Powers, Director of Economic Development

- While not under my development participation they are in the process of phase 2 that just got approved in Dec 2016 as testament to project success.

Hawthorn Village (48 new construction apartments) 2000

Villas at Hawthorn (48 new construction family & senior apartments) 2011

(636-456-3535) Jack Hanff, Planning Director

RENTAL HOUSING PROGRAMS APPLICATION EXPERIENCE SUMMARY – DEVELOPER

Name: Creason Development, LLC/Tammi Creason
1900 E Lark Lane
Nixa, MO 65714

Entity Type (one)

X Individual
Partnership
Corporation

Proposed Role in Development: X Owner X Developer ___ Property Manager ___ General Contractor

Development Name City, State *Historic	Date Acquired Or Cnstuctd	Unit Count			Financing Sources/ Gov't Programs	Key Member Role	Participation Period		Any Foreclu sure, Default, Lawsuit s?	Current Occup %	Status
		Low Income **	Market	Special Need			From:	To:			
Aspen Trails St. Peters, Missouri	2013	48 units		Disabled	MHDC Fund Balance MHDC HOME Funds Tax Credit	Developer/ Syndication/ Property Mgmnt	2013	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Boonville Lofts (Historic*) Springfield, Missouri	2008	30 units	8 Units		MHDC Fund Balance Tax Credit	Developer/ Syndication/ Property Mgmnt	2008	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Brookside Terrace Estates Aurora, Missouri	2012	30 units		Workforce housing	MHDC Fund Balance Tax Credit	Developer/ Syndication/ Property Mgmnt	2012	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Century Towers (*) St. Joseph, Missouri	2001	36 units		Senior	MHDC Fund Balance Tax Credit	Compliance/ Property Mgmnt	2002	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Countryview Estates Buffalo, Missouri	2000	40 units			MHDC HOME Funds Tax Credit	Compliance/ Property Mgmnt	2002	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Dardenne Prairie Estates Dardenne Prairie, MO	2014	48 Units			MHDC Fund Balance Tax Credit	Developer	2013	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Divine Estates Lamar, Missouri	2003	36 units			MHDC HOME Funds Tax Credit CDGB Grant	Compliance/ Property Mgmnt	2002	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Dogwood Cottages Blytheville, Arkansas	2012	36 units		Workforce housing	Tax Credits	Developer/ Syndication/ Property Mgmnt	2012	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.

Drake Hotel Apartments (*) Carthage, Missouri	2005	26 units		Senior	MHDC HOME Funds Tax Credit CDGB Grant	Developer/ Property Mgmnt	2005	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Ely-Walker Apartments (*) Kennett, Missouri	2007	46 units			Tax Credits	Developer/ Syndication/ Property Mgmnt	2007	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Fourth Street Lofts (*) St. Joseph, Missouri	2004	24 Units			Tax Credits	Developer/ Property Mgmnt	2004	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Franciscan Villas (*) Springfield, Missouri	2003	104 units			MHDC HOME Grant City HOME Funds Tax Credits	Developer/ Property Mgmnt	2003	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Frisco Station (*) Joplin, Missouri	2003	57 units		Senior	MHDC Fund Balance Tax Credits City CDBG Grant	Developer/ Property Mgmnt	2003	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Hawthorn Village Warrenton, Missouri	2000	48 units			MHDC Fund Balance Tax Credits	Compliance/ Property Mgmnt	2002	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Hickory Ridge Apartments St. Roberts, Missouri	1999	12 units			MHDC Fund Balance	Compliance/ Property Mgmnt	2002	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Mark Twain Apartments(*) Hannibal, Missouri	2006	34 units		Senior	MHDC Fund Balance Tax Credits	Developer/ Property Mgmnt	2006	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Oakridge Apartments St. Joseph, Missouri	2001	98 units			Tax Credits Bond Proj Based Sct 8	Compliance/ Property Mgmnt	2002	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Oaks Apartments (*) Excelsior Springs, Missouri	2006	40 units		Senior	MHDC HOME Funds Tax Credits	Developer/ Syndication/ Property Mgmnt	2006	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Ozark Villas Shell Knob, Missouri	2001	32 units		Senior	MHDC HOME Funds	Compliance/ Property Mgmnt	2002	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Patee Villas St. Joseph, Missouri	2000	10 units		Senior	MHDC HOME Funds City HOME Funds Tax Credits	Compliance/ Property Mgmnt	2002	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.

Perryville Manor Perryville, Missouri	2003	28 units			MHDC HOME Funds Tax Credits	Compliance/ Property Mgmnt	2003	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Perryville Homes Perryville, Missouri	2003	13 units			MHDC HOME Funds	Compliance/ Property Mgmnt	2003	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Plainview Estates West Plains, Missouri	2003	40 units			MHDC HOME Funds Tax Credit CDGB Grant	Compliance/ Property Mgmnt	2003	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Pointe Lookout Villas St. Robert, Missouri	1998	64 units			MHDC Fund Balance Tax Credits	Compliance/ Property Mgmnt	2002	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
River Valley Homes Iola, Kansas	2008	30 units			KHRC Loan Funds Tax Credits	Developer/ Syndication/ Property Mgmnt	2008	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Rock Ridge Villas Branson, Missouri	2009	38 units			MHDC HOME Funds TCAP Tax Credits	Developer/ Syndication/ Property Mgmnt	2010	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Rock Ridge Villas II Branson, Missouri	2013	38 units	10 units	Workforce Housing	MHDC HOME Funds Tax Credit	Developer/ Syndication/ Property Mgmnt	2013	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Route 66 Landing, Miami, OK	2016	42 units		Disabled	Tax Credits	Developer/ General Partner	2016	Curr ent	No		Project is closing initial LP and beginning construction
San Regis Apartments (*) St. Joseph, Missouri	2007	40 units			MHDC HOME Funds City HOME Funds Tax Credits	Developer/ Property Mgmnt	2007	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Sanders Heights Apts Lawton, OK	2013	44 units			Tax Credits Proj Based Sect 8	Developer/ Syndication/ Property Mgmnt	2013	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Springfield Commons (*) Springfield, Missouri	2005	52 units			Tax Credits	Developer/ Property Mgmnt	2005	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Strand Apartments (*) Chillicothe, Missouri	2004	32 Units			MHDC Fund Balance Tax Credits CDGB Grant	Developer/ Property Mgmnt	2004	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.

Timber Creek Muskogee, OK	2011	42 units			Tax Credits	Developer/ Syndication/ Property Mgmnt	2011	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Travelers Hotel Aptmnts(*) Kirksville, MO	2009	34 Units	4 Units		Tax Credits	Developer/ Syndication/ Property Mgmnt	2009	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Truman Towers (*) Osceola, Missouri	1999	25 units		Senior	MHDC Fund Balance Tax Credits MHTF Grant	Compliance/ Property Mgmnt	20020	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Valleyview Estates Branson West, Missouri	1999	32 units			MHDC HOME Funds Tax Credits	Compliance/ Property Mgmnt	2002	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Villas at Forest Park Nixa, Missouri	1997	40 units		Senior	MHDC HOME Funds Tax Credits	Compliance/ Property Mgmnt	2002	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Villas at Hawthorn Warrenton, Missouri	2011	48 units			MHDC Fund Balance Tax Credits	Developer/ Syndication/ Property Mgmnt	2011	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Villas Downtown (*) Excelsior Springs, Missouri	2011	38 units	4 Units	Senior & Independnt Disabled Adults	MHDC HOME Funds Tax Credits	Developer/ Syndication/ Property Mgmnt	2011	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Walnut Apartments (*) Springfield, Missouri	2004	32 Units			Tax Credits	Developer/ Property Mgmnt	2004	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
Zahn Apartments (*) Joplin, Missouri	2006	46 Units			MHDC HOME Funds Tax Credits	Developer/ Property Mgmnt	2006	2014	No	Not known	Project is active and current with all compliance. I have no on-going involvement since 2014.
TOTAL units as a lead developer	26 Properti es	1,249 LIHTC units	26 Market units								
TOTAL units under my own GP interest	1 Proprty	42 LIHTC units									



DEBRA SHANTZ HART

2955 S. Ridge Dr., Springfield, MO 65809 417-234-0291 cell

Profile

Debra Shantz Hart is a graduate of Missouri State University (B.S. Economics 1984) and University of Missouri Columbia (J.D. 1988). She has practiced law for over 20 years representing clients in the areas of real estate development, real estate finance and business law. She served as Vice- President and General Counsel for John Q Hammons Hotels for thirteen years. Hart has been developing affordable housing since 2008. She has worked to create strategic partnerships with nonprofit organizations already entrenched in the community to provide services and resources that improve tenants lives and provide essential support services necessary to break the cycle of poverty. Hart has developed over 450 units of affordable housing in Missouri and Oklahoma.

Experience

Sustainable Housing Solutions, LLC

Owner/ 2008 - present

Developed and own 121 affordable housing units. Fulbright Springs Phases I and II single family development in Springfield, MO and Highland Ridge Senior, senior duplex development in Nixa, MO.

Housing Plus, LLC

Owner/ 2011 – present

Developed and own over 240 affordable housing units, including Webster Groves, West Plains (single family homes); Hope Cottages, Joplin (single family homes); Country Hills (multi-family development) Rolla; Muskogee Arts District Homes (combination single family and multi-family historic development) Muskogee, OK; Harrisonville Villas (senior multi-family housing) Harrisonville, MO.

Served as consultant and co-developer for 120 units of affordable special needs/ service enriched housing in Springfield, MO with The Kitchen, Inc. to serve individuals and families exiting homelessness.

References Furnished Upon Request

Previous Projects

Fulbright Springs Phases 1 and 2 (71 total single family homes with on site community building)

Developed in Greene County (just outside Springfield, MO city limits)

Bob Cirtin is the Current Greene County Presiding Commissioner

Chris Coulter (417) 868-4861 is County Staff lead (Chris was with the county when the project was developed 2008-09. CCoulter@greencountymo.org)

Highland Ridge Senior (50 senior units--duplexes)

Developed within Nixa, MO city limits 2010

Brian Bingle City Manager bbingle@nixa.co

Hope Cottages (32 scattered site single family homes) 2011

Troy Bolander, City Manager 417-624-0820 tbolande@joplinmo.org

Webster Groves (30 single family homes (20% workforce units (80%AMI))) 2012

Developed in West Plains, MO city limits

Robert Case, Economic Development Director for West Plains

development@westplains.net

Muskogee Arts District Homes (28 single family homes and 8 historic 2 bedroom apartments with community building) (includes low HOME units 50%) 2014/15

Located in the downtown historic area of Muskogee, OK

Roy Tucker, City Manager "Roy D. Tucker" <RTucker@muskogeeonline.org>

Country Hills (44 units of low density multi-family housing (20% of units workforce units---80% AMI) (fourplex with community building)) Rolla, MO 2016

John Butz, City Manager of Rolla 573-426-6942

Harrisonville Villas (48 senior units-four plex) with community building, Harrisonville, MO 2016/ present---project is under construction

Brian Hasek, Mayor bhasek@ci.harrisonville.mo.us

Compliance period for all developments is 15 years. Unless specified all are 60% AMI limits.

RENTAL HOUSING PROGRAMS APPLICATION
EXPERIENCE SUMMARY -- OWNER/DEVELOPER/PROPERTY MANAGER/GENERAL CONTRACTOR

Y Lofts

Debbie Hart

Entity Type (one)

- Individual
 Partnership
 Corporation

Proposed Role in Development: Owner Developer Property Manager General Contractor

Development Name City, State	Date Acquired or Constructed	Unit Count			Financing Sources/ Government Programs	Current Occup. %	Participation Period		Any Foreclosure, Default, Lawsuits?*		
		Low Income**	Market	Special Need			From:	To:	Yes	X	No
*Fulbright Springs Springfield, MO	2009	36			Tax Credit Fund Balance	100.0%	Nov-10	Present	Yes	X	No
*Fulbright Springs II Springfield, MO	2010	34	1		Tax Credit Fund Balance	100.0%	Nov-11	Present	Yes	X	No
*Highland Ridge Senior Nixa, MO	2011	50		elderly	Tax Credit Home loan	98.0%	Apr-12	Present	Yes	X	No
*Hope Cottages Joplin, MO	2012	22	6	4	Tax Credit	100.0%	Apr-13	Present	Yes	X	No
*Webster Groves West Plains, MO	2013	24	6		Tax Credit Fund Balance	100.0%	Jul-14	Present	Yes	X	No
***Beacon Village Springfield, MO	2013	20		24	Tax Credit HOME loan	98.0%	Jul-14	Present	Yes	X	No
***Beacon Village II Springfield, MO	2015	24		8	Tax Credit MHDC Fund Balance City HOME Loan	100.0%	Aug-16	Present	Yes	X	No
***STAR Residences Jennings, MO	2015	44			Tax Credit HOME loan	under const	under const		Yes	X	No
*Country Hills Rolla, MO	2015	36		4	Tax Credit HOME loan Fund Balance	under const	under const		Yes	X	No
*Muskogee Arts District Muskogee, OK	2015	32		4	Tax Credit Conventional loan	100.0%	Aug-16	Present	Yes	X	No
Harrisonville Villas Harrisonville, MO	2016	48		elderly		under const	under construct		Yes	X	No
***McClernon Villas Springfield, MO	2016	22		14		under const	under construct		Yes	X	No

* If "Yes" in any case, provide full details on the back of this form or on a separate sheet.
 Form FIN-105 (Rev. 06/15/09)

** Restricted to Low-Income occupants.
 Page 1 of 2

EXAMPLE HOMEOWNERSHIP

Plan is an example from other states currently being utilized. We will customize it prior to ownership closings to ensure a viable path for local and future residents.

HOMEOWNERSHIP POLICY

Oklahoma Affordable Housing Partners, LLC is dedicated to helping our tenants realize the American dream of homeownership. Through our homeownership policy, we encourage tenants to take pride in their houses as they work toward becoming owners. The prospect of ownership also increases our tenants interest in their residence which creates limited turnover, lower maintenance, increased stability and safety for every resident.

Our experience in the affordable housing world has taught us that the cyclical pattern of poverty can most effectively be broken by affecting all members of families, including the children. When we help a family make changes and work towards stability and a brighter future, we are affecting many generations into the future. In an effort to remain true to the tax credit program, we have developed the following plan to help tenants seamlessly move from renters to owners at the end of the 15-year LIHTC Initial Compliance Period.

CONDOMINIUM RESIDENCES

Once all of the Mining Exchange Condominium Units (the "Units") have been sold, in accordance with the Mining Exchange Building Condominium Declaration (the "Declaration"), the common elements and limited common elements of the Condominium, as defined in the Declaration will be maintained by the Mining Exchange Condominium Association (the "Condominium Association") and access will be restricted to only owners of the Units. The Condominium Association will have access to the Condominium historical costs in order to establish an appropriate annual fee for Unit owners to maintain the Condominium in accord with the Declaration. Prior to the sale of the Units to residents Route 66 Landing will use reserve and normal operating funds to maintain the limited common elements and common elements of the Condominium.

Condominium Unit owners will receive appropriate training to prepare and administer Condominium Association budgets and will be encouraged to save money each month prior to their purchase of their Unit to create a reserve fund for Condominium Association dues.

The cost to implement and establish the Condominium Association will be set forth in the Condominium Declaration at the time of closing. Until the Condominium Units are sold, the Developer will retain control of the Condominium Association and thereafter the board of directors will be composed of Unit Owners. The board may, from time to time and as necessary, make special assessments in accord with the Declaration.

SCATTERED SITE SINGLE FAMILY RESIDENCES

The single family home units will not be part of any home owners association either prior or after tenant purchase as the only amenity that is not located within the scattered site homes is a tot lot playground that will be donated to the city upon sale of the single family residences. The city

will assume maintenance of this facility which will eliminate a need for a homeowner's association for the single family housing units.

SPECIFICS OF THE HOME OWNERSHIP PLAN WHICH APPLY TO BOTH SINGLE FAMILY AND CONDOMINIUM RESIDENCES ARE AS FOLLOWS:

Timeline

The following timeline is uses forecasted construction schedules and predevelopment assumptions based on the current condition of the property. The dates may change slightly; however, the periods with respect to notification and terms of compliance will remain the same.

Application Date	January 2016
Construction Period	Summer 2016- Summer 2017
First Year credits are claimed	2017
Beginning of Homeownership Training (Within 3 years)	December 2029
Tenants' first offer of Right of refusal (Within 12 months)	December 2032
LIHTC Compliance Period ends (15 years)	December 31, 2032

Purchase Price

The residences will be offered to tenants at a price that minimally affects their monthly housing expense at the time of purchase. To accomplish this, we use the Equivalency Principal to determine the appropriate price for the homes. We have found this approach is fair for both the tenants and developer as it takes into consideration financial and real estate market conditions at the time of purchase. In an effort to make the transition as seamless as possible and insure affordability, we take into consideration the actual rental rates, property insurance premiums, mortgage insurance premiums, taxes, Condominium Owners Association ("COA") Fees and interest rates at the time of purchase. As an additional incentive, existing tenants in good standing will be offered a 1% discount on the total purchase price for each year of their tenancy prior to the purchase date. All utilities, including landlord paid expenses, will be individually metered to reduce purchase costs and make the transition to homeownership simple, with minimal unknown expenses for both the tenant and developer.

We anticipate the maximum sales price will be determined so that the monthly housing payment of principal, interest, property taxes, and property and mortgage insurance plus tenant-paid utilities does not exceed the maximum LIHTC rent based upon bedroom size [assuming a 100% mortgage, 30-year amortization, interest rate equivalent prevailing market rates, and typical, insurance premium available to low-income households] less a 1% discount for each year the tenant has leased the unit ("Maximum Price").

The following examples are based on our current financial projections and help explain the Equivalency Method for calculating the purchase price at the time of conversion.

3 Bedroom Units – Example**

Current 60% AMI Rent	\$550
Annual Rent Adjustment	3%
Rent in Year 15 (Current Rent*(1+.3.^15)	\$857
Less: Property Insurance	\$50
Less: Taxes	\$100
Less: Mortgage Insurance	\$50
Less: Maintenance Reserve	\$50
Less: HOA Fees	\$30
Mortgage Payment	\$577
Estimated Interest Rate	7.00%
Mortgage Loan to Purchase Price	100%
Mortgage Amount	\$86,710
Sales Price	\$86,710
Sales Price with Max. Tenant Discount	\$73,703

** - This is a hypothetical calculation. The final conversion price will be determined by the actual costs at the time of conversion.

In the above example, the Sales Price before any discount is based strictly on the equivalency principal discussed. In addition to a possible 1% discount for each year occupied (example shows possible 15% discount), we will work to ensure any additional discounts are benefited to the tenant. As later described that any excess replacement reserves will go pro rata to the COA on the condominium units, likewise the tenant will directly receive the benefit of any excess reserves that could be further applied to their purchase price as a discount or down payment assistance.

Proceeds from the sale of the homes/condominium units will be applied directly to any excess mortgage so that there is no transfer of existing debt to the tenant. Because of the lower debt per unit ratio, presumably in year 15, there would be less than \$4,560 in debt per unit remaining which should comfortably assure that there will be no disproportionate impact to the tenant and allows the owner to assure that all pre-existing debt is satisfied at sale. All existing debt will remain with current ownership and be settled prior to or at the time of sale.

Continued Affordability

Using the Equivalency Method to determine the purchase price at purchase helps insure the continued affordability for the tenant/homeowner. By limiting increases in the tenant/homeowner's monthly housing cost, the affordability of the housing is insured. We will follow Section 42(i)(7)(B) of the Code in determining the minimum sales price.

Any units NOT sold will remain affordable to Low-Income persons for ten (10) years beyond the required minimum of thirty (30) years.

Home Buyer Training

Home buyer training will begin in year 2028 (year 12 of the tax compliance period). Quarterly classes will be offered to tenants that focus on:

- Preventive Maintenance
- Repairs
- Budgeting and Reserves
- Insurance
- Taxes
- HOA
- Financing
- Purchase Timeline

The classes will initially emphasize home maintenance and the additional costs of homeownership, while later classes will provide more detail of the cost and obligation of becoming a homeowner. Classes will include information from specialists, such as insurance agents, mortgage brokers, handyman/women, financial advisors, etc.

Tenant Reserve Funds

Any reserves in the operating account at the time of residence purchase, after repairs and replacements needed to improve the homes to the Housing Quality Standards, will be used on a pro rata basis to fund the continued operation of the rental residences. When the remaining residences are sold the pro rata portion of the remaining reserves after continued repairs and replacements will be distributed to the COA and the single family residence purchasers.

During the homeownership training period, tenants will be encouraged to establish a reserve fund for unexpected repairs and maintenance. Additionally, the equity created at the time of purchase will not only provide a substantial asset for the homeowner, it can help act as a backstop for major unexpected expenses related both to the home and the individuals.

The equity created can be substantial. The discounted purchase price should allow for a zero down payment at the time of purchase. The following chart compares the Equivalency Method and a traditional home acquisition. Note that taxes, insurance and other costs associated with being a homeowner during the 15 years are not included. The chart also assumes that 100% financing is available.

Rental vs. Traditional Purchase

Year	Home Value	Monthly Rent	Conversion Value	Equity at Conversion	Monthly Mortgage Pmt. (100% Financing)	Mortgage Principal Paid (Equity)	Equity with Assuming Originally Purchased
1	\$100,000	\$550			\$665	\$1,590	\$1,590
2	\$103,000	\$567			\$665	\$2,673	\$5,673
3	\$106,090	\$583			\$665	\$3,834	\$9,924
4	\$109,273	\$601			\$665	\$5,079	\$14,352
5	\$112,551	\$619			\$665	\$6,414	\$18,965
6	\$115,927	\$638			\$665	\$7,846	\$23,773
7	\$119,405	\$657			\$665	\$9,381	\$28,786
8	\$122,987	\$676			\$665	\$11,027	\$34,015
9	\$126,677	\$697			\$665	\$12,793	\$39,470
10	\$130,477	\$718			\$665	\$14,685	\$45,163
11	\$134,392	\$739			\$665	\$16,715	\$51,107
12	\$138,423	\$761			\$665	\$18,891	\$57,315
13	\$142,576	\$784			\$665	\$21,225	\$63,801
14	\$146,853	\$808			\$665	\$23,727	\$70,581
15	\$151,259	\$832			\$665	\$26,410	\$77,669
16	\$154,284		\$70,515	\$83,770	\$665	\$29,288	\$83,572

The Equivalency Method allows the tenant to “create equity” through their monthly rent during the 15 year compliance period. This leads to less turnover, more considerate tenants, and more certainty of conversion. The tenant will receive a substantial asset with equity. The State receives the benefit of one less low-income family, which not only affects the homeowner, but also their children. This method truly advances families and allows low income families the opportunity to permanently better their lives.

Minimum Purchase Price

We will comply with Section 42(i)(7)(B) of the Code to determine the minimum sales price for the units. The code requirements will be disclosed in the Homeownership commitment which will be an addendum to the lease as well as in the Right of First refusal (RFR). A proposed Addendum appears later in this document.

“Minimum Price” is defined as an amount equal to the sum of the principal amount of the outstanding indebtedness secured by the building (other than indebtedness incurred within the 5-year period ending on the date of the sale to the tenants) and all Federal, State, and local taxes attributed to such sale. For example, the following chart shows an example of a calculation of the minimum sales price:

Starting Permanent Debt	\$225,000
Outstanding debt in year 15	\$19,280
PLUS: Taxes Atributed to the Sale	\$50,000
Outstanding Indebtedness	\$69,280
DIVIDE: Number of homes	42
Minimum Sale Price	\$1,649.52

Maintenance

As a team of experienced professionals in all aspects of property maintenance, we strive to insure that our properties stand as an example to the rest of the community. During the initial affordable/compliance period, management (and ownership) will assume all responsibility for maintenance in both the homes and apartment/condominium units. As is outlined in the lease and community policies, residents have a procedure in place to report both regularly scheduled and preventative maintenance as well as 24-hour on-call emergency maintenance needs. Resident responsibilities are limited to changing the batteries in smoke detectors as needed.

As homeownership training methods are implemented, maintenance responsibilities for future home owners will be continually emphasized to ensure residents are ready for that transfer of responsibility before the time of sale. Topics such as preventative maintenance schedules will be provided to help tenants plan ahead. Basic sessions often cover manageable tasks a future homeowner can complete themselves such as changing light bulbs and cleaning gutters verses appropriate times to seek skilled help such as when dealing with HVAC issues. Excess reserves will be used first to bring the home up to minimum standards to set the future homeowner on a path to success and then applied to any discounts/down-payment assistance as described above. After purchase, homeowners will become responsible for on-going maintenance but may continue to seek guidance or advice from management and ownership during an estimated 3 year disposition period or until such time that all homes and condominiums are sold.

The COA will be equipped and trained to handle the future capital repairs of the condominium building. It is generally set up that the COA will be responsible for such repairs as roof, grounds, and common areas. The easiest way to understand the concept of condominium ownership and responsibility is to see it as an apartment that is owned. Ownership extends *inward* from the tenant's interior walls, floors and ceilings. In addition unit owners are partners with all the other owners in the association regarding the exterior structure (the foundation, exterior walls and roof) as well as any common areas and amenities (for example, common spaces, gathering areas, etc.) In general, the association will take care of all of the exterior upkeep of the buildings and grounds. This will be outlined in all training materials and documents so that future condominium buyers have a clear idea of exactly what will (or will not) be covered. COA covered expenses will be managed through COA fees collected and escrowed for future expenses and are included in the equivalency calculation for purchase price. For ease of maintenance, all common areas will be transferred under the COA.

Non-Profit Right to Purchase

The resident living in the unit at the time of eligible purchase will have the right of first refusal on any home or unit. If the existing resident opts out of the ownership option, the Non-Profit entity involved in ownership will be given a 2nd right of refusal to purchase the unit under the same price as would have been eligible to the existing resident. The non-profit may use the reduced purchase price to advance the home ownership efforts of similar programs they may facilitate in their organization. This second right of refusal will be clearly documented in future partnership agreements and entitlements.

6. The Pine Street Neighborhood

The heart of the Pine Street neighborhood is the Pine Street School, which sits on the northeast corner of Pine and Factory Streets. For decades, the school served students in the predominantly African-American Pine Street Neighborhood; many current area residents attended Pine Street School and fondly remember it as the area's educational, social, and cultural hub. The Pine Street School—which ceased operation as a school in the late 1960s—is now part of the Greater Pleasant Branch Missionary Baptist Church campus. The corner of Pine and Factory Streets continues to be the central gathering place for neighborhood residents.

Planning Area Delineation

For the purposes of this plan, the Pine Street neighborhood consists of 25 blocks, 17 of which are approximately 300' by 300' and are laid out on a traditional street grid. Structural expansions and subsequent street closures have resulted in several blocks being merged, particularly the blocks between Mill and Garland Streets. The Pine Street Neighborhood is bounded by Siebenmorgen on the north; Ingram on the east; Merriman and Mill on the south; and Hamilton and Sutton on the west. Ingram and Factory are the only north-south streets with uninterrupted through-access between Siebenmorgen and Oak; Ingram appears to carry the highest north-south traffic volume. The east-west avenues appear to be used by comparable traffic volumes. Map 6.1 shows the Pine Street Neighborhood study area.

Neighborhood Character

The northernmost, westernmost, and southernmost edges of the study area should be

designated as Transition (T4) transect zones and should follow the Old Conway Design Overlay District guidelines for Transition zones. Generally, the area should include a mix of land uses and building types, shallow to medium front yards, and adequate facilities for pedestrians. Image 4.1 (in chapter four) gives an overview of the characteristics of the Transition zone.

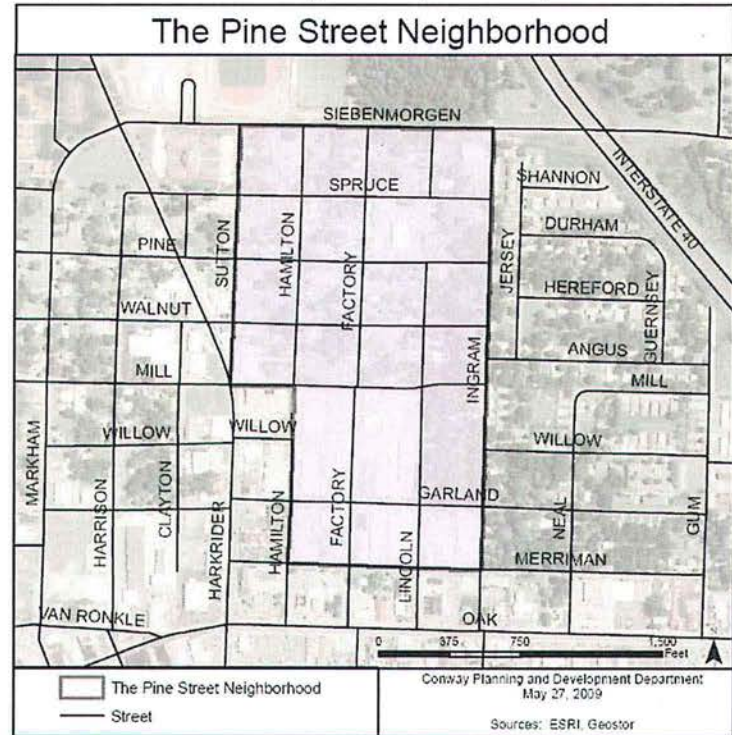
The remaining portion of the study area should be designated as a Sub-urban (T3) zone and should follow the Old Conway Design Overlay District guidelines for a Sub-urban zone. The Sub-urban zone is typically characterized by lower density, greater setbacks, lower building heights, and stricter use limitations than the Urban or Transition zones. Image 6.1 gives a general overview of the desired character of the Sub-urban zone, while Images 6.2 and 6.3 show public frontages and building dispositions, respectively.

Image 6.1: Sub-urban Zone Overview



The T-3 Sub-Urban Zone consists of low density residential areas, adjacent to higher zones that allow some mixed use. Home occupations and outbuildings are allowed. Planting is naturalistic and setbacks are relatively deep. Blocks may be large and the roads irregular to accommodate natural conditions.

Map 6.1: The Pine Street Neighborhood (Delineation)



General Character: Lawns and landscaped yards surrounding detached single-family houses; pedestrians occasionally

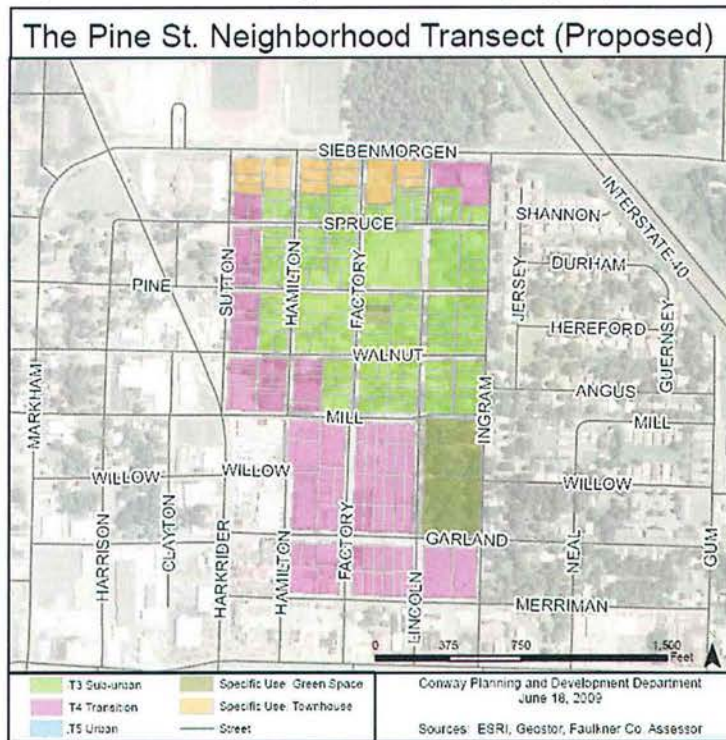
Building Placement: Large and variable front and side yard setbacks

Frontage Types: Porches, fences, and naturalistic tree planting

Typical Building Height: 1 to 2-story with some 3-story

Type of Civic Space: Parks, greenways

Map 6.2: The Pine Street Neighborhood Transect (Proposed)



Streetscapes within the Transition and Sub-urban zones may be similar, as edgeryards are allowable in both zones. Along Siebenmorgen and Sutton (both T4 Transition zones), the streetscape should be slightly more urban in nature with buildings positioned closer to the roadway. The southern portion of the study area, which is also designated as a Transition zone, currently supports commercial and light industrial activity; gradual changes to the streetscape should make this area fit better with the surrounding neighborhood. A future Oak Street Corridor study should further explore redevelopment opportunities for this area.

Land Use

Typical Uses. The southern portion of the study area, which is designated as a Transition zone, is appropriate for the following uses:

- Flex building
- Apartment building
- Live-work unit
- Row house
- Duplex house
- Courtyard house
- Sideyard house
- Cottage
- House
- Accessory unit
- Inn (up to 12 rooms)
- Bed & breakfast (up to 5 rooms)
- School dormitory
- Office building
- Open-market building
- Retail building
- Display gallery
- Restaurant
- Kiosk
- Bus shelter
- Fountain or public art
- Library
- Playground
- Religious assembly
- Surface parking lot
- Kennel
- High school
- Elementary school
- Childcare center
- Fire station
- Police station
- Cemetery

- Funeral home
- Medical clinic

The central portion of the study area is designated as a Sub-urban Zone and is appropriate for a more limited list of uses which includes:

- Live-work unit
- Sideyard house
- Cottage
- House
- Accessory unit
- Elementary school
- Childcare center
- Bed and breakfast (up to 5 rooms)
- Live-work unit
- Open-market building
- Fire station
- Cemetery
- Bus shelter
- Fountain or public art
- Outdoor auditorium
- Playground
- Religious assembly

Specific Use: Townhouses. Map 6.2 designates three blocks of frontage along Siebenmorgen (between Sutton on the west and Lincoln on the east) as appropriate for townhomes. The townhomes would provide a buffer between heavily-traveled Siebenmorgen and the single-family residential portion of the Pine Street neighborhood, while also creating a more urban streetscape for Siebenmorgen. The townhomes could take the shape of brownstone apartments, row houses, and/or live-work units. Townhomes in this area should have an elevated stoop, have medium setbacks, and be two to three stories in height. Townhomes may be either attached or detached; if detached, the space between the units should not exceed the minimum required for fire and other

building codes. Due to its limited width, high traffic volume, and speed, Siebenmorgen is not appropriate for on-street parking at this time. Thus, the townhomes would have to be accessed solely from rear alleyways. The Hendrix College campus and The Village at Hendrix development on the north side of Siebenmorgen would provide residents of the townhomes the typical amenities that residents of urbanized housing expect.

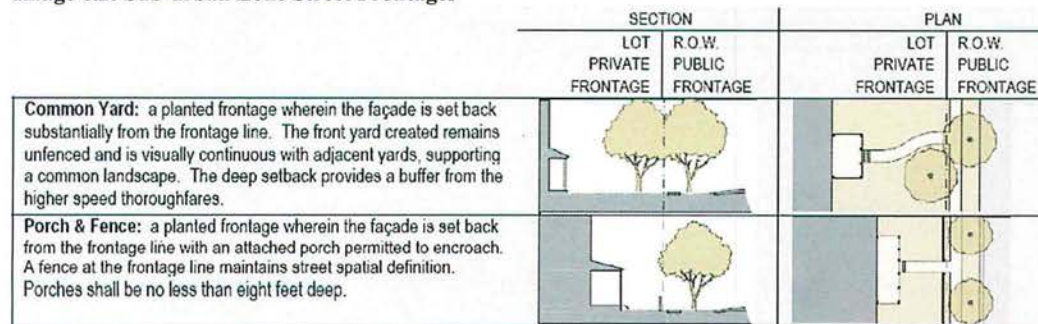
Specific Use: Green Space. Two small playgrounds near the intersection of Pine and Factory Streets currently serve the Pine Street Neighborhood. A playground at the southeastern corner of the intersection includes a small pavilion and basketball court. A second playground on the north side of the Pine Street Neighborhood Outreach Center is equipped for smaller children. Both of these playgrounds should be maintained and enhanced in order to better serve neighborhood residents. Vacant city-owned property to the east of the Pine Street Neighborhood Outreach Center could serve as a community garden; chapter nine includes a more detailed discussion of this proposed use.

Transportation

Proposed modifications to the transportation network in the Pine Street Neighborhood include the opening and construction of alleyways, provisions for alternative transportation, and installation of traffic-calming devices if necessary.

Alleyways. The Pine Street neighborhood study area presently has several open alleyways that have never been built. Five of the open alleyways should be built as blocks within the area are redeveloped. Those alleyways include: a north-south alleyway on the block bounded by Spruce, Hamilton, Pine, and Sutton; a north-south alleyway on the block bounded by Spruce, Factory, Pine, and Hamilton; a north-south alleyway on the block bounded by Pine, Hamilton, Walnut, and Sutton; a north-south alleyway on the block bounded by Walnut, Hamilton, Mill, and Sutton; and a north-south alleyway on the block bounded by Walnut, Factory, Mill, and Hamilton. Alleyways are particularly useful in neighborhoods with narrow lots that have limited street frontage, such as the Pine Street Neighborhood; built alleyways would allow property owners to construct rear garages or carports, rather than having a significant portion of street frontage consumed by these structures. The

Image 6.2: Sub-urban Zone Street Frontages



Streetscape Scenarios for The Pine Street Neighborhood



Possible scenario for Siebenmorgen frontage. Townhomes, rowhouses, and/or live-work units could liven the area and create a clear transition between the Hendrix College campus and the Pine Street neighborhood.



Above and below: Examples of traditional narrow-lot homes suitable for a historic area such as the Pine Street neighborhood.



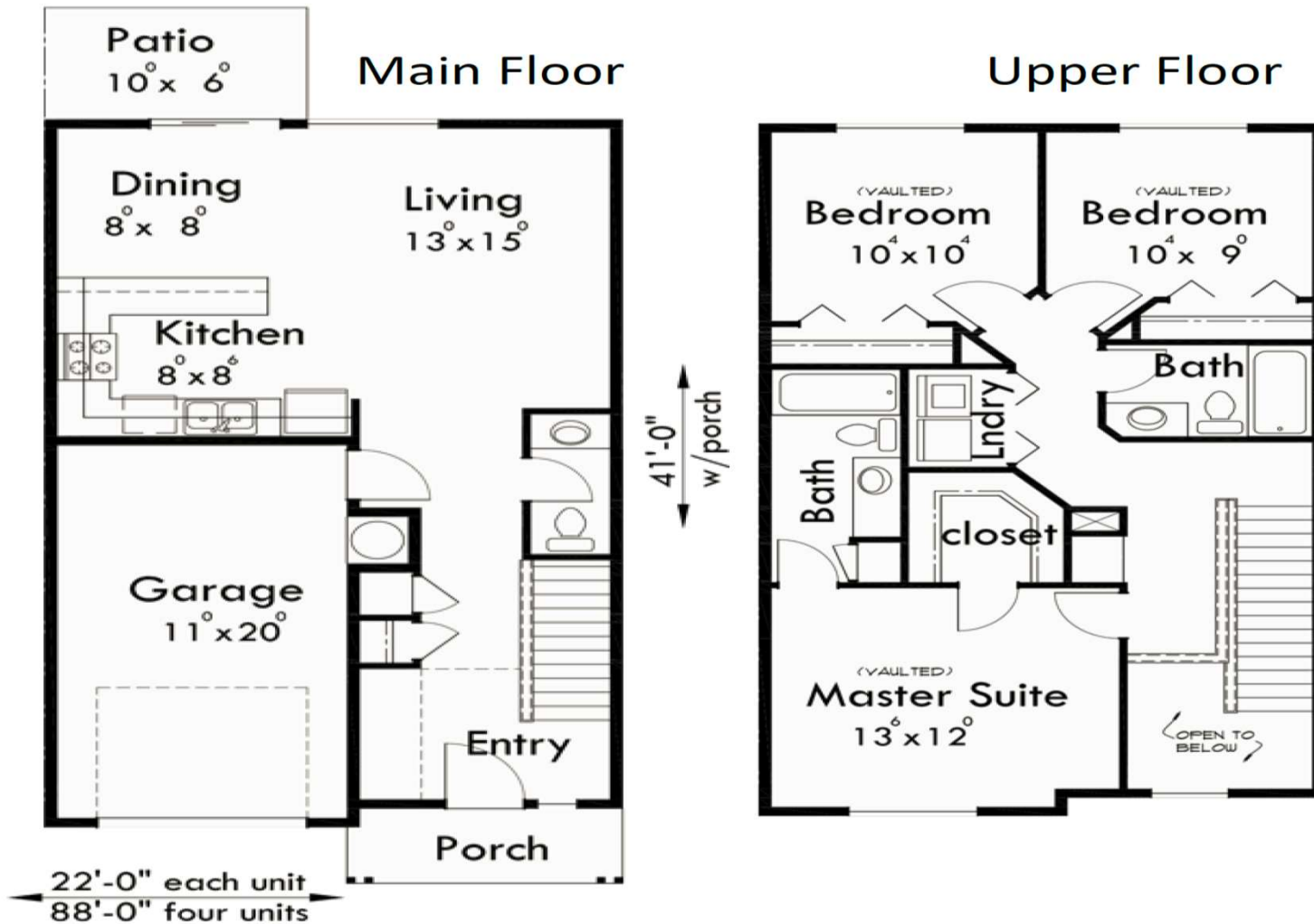
Elevation– What will it look like?



Above: Possible elevation to try and compliment newly proposed Pine Street Cottages.

Left: Streetscape scenario example for Pine Street Neighborhood from the NE Old Conway Area city plan. Plan proposed possible rowhomes With Siebenmorgan frontage as proposed in this site plan.

Floorplan- Will the homes be functional?



We will work with all city planning departments and private architects and engineers to maximize density as is appropriate for this neighborhood. Homes are tentatively proposed as 1,320 sq ft 3 bedroom homes with a single car garage.



City of Conway, Arkansas
Monthly Financial Reports
February 28, 2017

City of Conway
 Monthly Financial Report - General Fund
 For the month ended February 28, 2017



Revenues	Budget	Month Activity	Year to Date	Encumbered	(Over)/Under Budget	% Expend/Collect
Ad Valorem Tax	3,900,000	282,614	361,866		3,538,134	9%
Payments in Lieu of Tax	20,000	-	-		20,000	0%
State Tax Turnback	930,000	64,155	190,659		739,341	21%
Insurance Tax Turnback - LOPFI	1,300,000	-	-		1,300,000	0%
Sales Tax	18,200,000	1,812,712	3,362,086		14,837,914	18%
Beverage Tax	400,000	-	-		400,000	0%
Franchise Fees	3,569,000	260,515	545,418		3,023,582	15%
Permits	401,000	29,836	73,099		327,901	18%
ACIEA Revenues	5,000	(11)	2,845		2,155	57%
Dog Tags & Fees	30,000	2,220	4,430		25,570	15%
Municipal Court Fines and Fees	1,153,400	86,376	229,358		924,042	20%
Law Enforcement	693,500	48,363	54,241		639,259	8%
Parks	561,800	91,645	113,641		448,159	20%
Interest Income	22,000	3,450	7,623		14,377	35%
Proceeds from Sale of Assets	-	-	3,995		(3,995)	-
Insurance Proceeds	5,598	54	19,455		(13,857)	348%
Donations	236	1,237	1,237		(1,001)	524%
Act 833 Revenue	90,000	-	-		90,000	0%
Miscellaneous Revenues	135,000	16,719	21,357		113,643	16%
Transfers from Other Funds	423,000	-	35,250		387,750	8%
Total Revenues	31,839,534	2,699,883	5,026,560	-	26,812,974	16%
Expenditures						
Admin (Mayor, HR)	661,975	38,127	75,788	1,061	585,126	11%
Finance	445,568	26,023	51,854	-	393,714	12%
City Clerk/Treasurer	188,222	9,886	16,583	1,195	170,444	9%
City Council	100,767	6,159	13,072	-	87,695	13%
Planning	421,729	26,608	61,894	-	359,835	15%
Physical Plant	526,788	32,202	63,206	3,620	459,962	12%
Fleet Maintenance	85,763	13,200	20,060	1,037	64,665	23%
Information Technology	1,178,039	51,295	125,694	56,501	995,844	11%
Permits and Inspections	566,470	37,589	72,119	-	494,351	13%
Nondepartmental	614,450	15,945	321,957	1,882	290,611	52%
Police	11,314,995	825,009	1,759,737	59,641	9,495,617	16%
CEOC	1,043,543	81,380	152,800	90	890,654	15%
Animal Welfare	491,958	34,939	64,706	1,422	425,829	13%
Municipal District Court	871,071	61,599	153,876	1,054	716,142	18%
City Attorney	473,013	39,671	75,658	-	397,355	16%
Fire	9,899,167	665,753	1,434,082	80,615	8,384,471	14%
Parks	2,980,223	164,991	316,877	9,715	2,653,631	11%
Total Expenditures	31,863,742	2,130,377	4,779,962	217,832	26,865,947	15%
Net Revenue/(Expense)	(24,207)		246,598			

*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
2017
Fund Balance Appropriations



Ordinance Date Description

Amount
\$ -

City of Conway
 Balance Sheet - General Fund
 For the month ended February 28, 2017



Cash - Operating	3,511,790
Cash - Reserve	2,011,965
Petty Cash	715
Taxes Receivable	3,362,086
Accounts Receivable	4,364,696
Due from Other Funds	18,638
Due from Street	17,754
Fleet Inventory	15,539
Fuel Inventory	29,021
General Inventory	585
<i>Assets</i>	<u>13,332,791</u>
Accounts Payable	62,622
Salaries Payable	148,004
Insurance and Benefits Payable	100,705
Event Deposits	920
Due to Other Funds	283,557
Deferred Revenue	4,045,383
<i>Liabilities</i>	<u>4,641,191</u>
Fund Balance - Committed to cash flow	2,000,000
Fund Balance - Committed to reserve	2,000,000
Fund Balance - Unassigned	4,691,600
<i>Fund Balance</i>	<u>8,691,600</u>
<i>Total Liabilities & Fund Balance</i>	<u>13,332,791</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Street Fund
 For the month ended February 28, 2017



	<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						
Ad Valorem Tax	1,500,000	137,881	137,881		1,362,119	9%
Payments in Lieu of Tax	15,000	-	8,085		6,915	54%
State Tax Turnback	2,683,474	224,879	435,413		2,248,061	16%
AHTD 1/2 Cent Sales Tax Turnback	1,100,000	107,677	214,553		885,447	20%
Severance Tax	75,000	11,155	29,070		45,930	39%
Sales Tax	250,000	25,399	47,109		202,891	19%
Sign Permits	500	-	-		500	0%
Engineering Fees	5,000	6,400	6,400		(1,400)	128%
Interest Income	20,000	2,780	5,245		14,755	26%
Total Revenues	5,648,974	516,171	883,755	-	4,765,219	16%
Expenditures						
Personnel Costs	2,576,241	152,609	307,985	-	2,268,256	12%
Other Operating Costs	2,982,020	233,061	263,024	23,318	2,695,677	9%
Total Operating Costs	5,558,261	385,670	571,009	23,318	4,963,934	10%
Capital Outlay	80,000	12,079	12,079	-	67,921	15%
Total Expenditures	5,638,261	397,749	583,088	23,318	5,031,855	10%
Net Revenue/(Expense)	10,713		300,667			

*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
2017

Fund Balance Appropriations



<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
			\$ -

City of Conway
 Balance Sheet - Street Fund
 For the month ended February 28, 2017



Cash - Operating	4,085,074
Taxes Receivable	41,743
Accounts Receivable	1,306,799
Due from Other Funds	137,881
<i>Assets</i>	<u>5,571,498</u>
Accounts Payable	(44,203)
Salaries Payable	7,730
Insurance and Benefits Payable	10,212
Due to Other Funds	10,841
Due to General	17,754
Deferred Revenue	1,375,073
<i>Liabilities</i>	<u>1,377,408</u>
<i>Fund Balance</i>	<u>4,194,090</u>
<i>Total Liabilities & Fund Balance</i>	<u>5,571,498</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Sanitation
 For the month ended February 28, 2017



Revenues	<u>Budget</u>	<u>Month</u>		<u>Encumbered</u>	<u>(Over)/Under</u>	
		<u>Activity</u>	<u>Year to Date</u>		<u>Budget</u>	<u>% Expend/Collect</u>
Sanitation Fees	8,750,000	796,157	1,511,328		7,238,672	17%
Proceeds - Recycled Materials	540,000	81,807	127,570		412,430	24%
Landfill Fees - General	200,000	14,442	26,078		173,922	13%
Interest Income	50,000	5,481	11,426		38,574	23%
Miscellaneous Revenues	-	1	4,314		(4,314)	-
Total Revenues	9,540,000	897,887	1,680,715	-	7,859,285	18%
Expenditures						
Personnel Costs	3,843,950	269,578	605,410	-	3,238,540	16%
Other Operating Costs	<u>3,634,763</u>	<u>156,121</u>	<u>238,523</u>	<u>123,184</u>	<u>3,273,056</u>	<u>7%</u>
Total Operating Costs	7,478,713	425,699	843,932	123,184	6,511,596	11%
Capital Outlay	<u>2,061,287</u>	-	-	<u>136,809</u>	<u>1,924,478</u>	<u>0%</u>
Total Expenditures	9,540,000	425,699	843,932	259,993	8,436,074	9%
Net Revenue/(Expense)	-		<u><u>836,783</u></u>			

*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
2017

Fund Balance Appropriations



<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
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City of Conway
 Balance Sheet - Sanitation
 For the month ended February 28, 2017



Cash - Operating	3,465,352
Petty Cash	200
Post Closure Cash Account	5,597,552
Due from Other Funds	68
General Inventory	2,122
Land & Buildings	2,590,796
Infrastructure	1,090,182
Machinery and Equipment	5,296,508
Vehicles	519,605
Deferred Outflows of Resources	1,454,446
<i>Assets</i>	<u>20,016,830</u>
Accounts Payable	(33,688)
Salaries Payable	24,019
Insurance and Benefits Payable	27,363
Compensated Absences	168,607
Net Pension Obligation	9,286,388
Deferred Inflows of Resources	637,180
Due to Other Funds	7,446
Landfill Close/Post Close	8,524,931
<i>Liabilities</i>	<u>18,642,245</u>
<i>Net Assets</i>	<u>1,374,585</u>
<i>Total Liabilities and Net Assets</i>	<u>20,016,830</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 February 28, 2017



	<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	600,000	74,316	116,645		483,355	19%
Sales Tax	13,000	1,499	1,499		11,501	12%
T-Hangar Rent	118,000	14,396	20,306		97,694	17%
Community Hangar Rent	25,000	450	645		24,355	3%
Ground Leases	125,000	-	645		124,355	1%
Miscellaneous Revenues	13,000	840	1,440		11,560	11%
Total Revenues	894,000	91,501	141,180	-	752,820	16%
Expenditures						
Personnel Costs	214,405	18,013	34,845	-	179,560	16%
Fuel for Resale	431,000	51,717	79,334	-	351,666	18%
Other Operating Costs	138,700	4,413	6,939	7,128	124,633	5%
Total Operating Costs	784,105	74,144	121,119	7,128	655,859	15%
Capital Outlay	-	-	-	-	-	-
Total Expenditures	784,105	74,144	121,119	7,128	655,859	15%
Net Revenue/(Expense)	109,895		<u><u>20,062</u></u>			

*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
2017
Fund Balance Appropriations



<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
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City of Conway
 Balance Sheet - Airport
 For the month ended February 28, 2017



Cash - Operating	322,519
Taxes Receivable	3,519
Accounts Receivable - Fuel Vendor	77,659
Due from Other Funds	733
Land	1,607,274
Buildings	4,909,360
Machinery & Equipment	567,884
Vehicles	20,110
Infrastructure	26,317,956
Construction in Progress	52,066
<i>Assets</i>	<u>33,879,080</u>
Accounts Payable	-
Salaries Payable	2,158
Insurance and Benefits Payable	1,552
Compensated Absences	5,127
Due to General	693
Accrued Interest Payable	108,986
Notes Payable	2,750,000
<i>Liabilities</i>	<u>2,868,516</u>
<i>Fund Balance</i>	<u>31,010,564</u>
<i>Total Liabilities & Fund Balance</i>	<u>33,879,080</u>

*All figures are unaudited

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

City of Conway
Monthly Financial Report - Major Project Funds
For the month ended February 28, 2017



Parks and Rec A&P Tax

Balance, 1/31/17	2,025,095
Receipts	1,071
Payments	(259,882)
Balance, 2/28/17	\$ 1,766,284

Pay as you go Sales Tax

Balance, 1/31/17	3,598,637
Receipts	287,878
Payments	(5,820)
Balance, 2/28/17	\$ 3,880,695

Street Impact Fees

Balance, 1/31/17	751,157
Receipts	34,885
Payments	-
Balance, 2/28/17	\$ 786,043

Parks Impact Fees

Balance, 1/31/17	392,844
Receipts	18,987
Payments	-
Balance, 2/28/17	\$ 411,831



City of Conway, Arkansas
Ordinance No. O-17- _____

AN ORDINANCE CLOSING CERTAIN UTILITY EASEMENTS IN LEWIS RANCH SUBDIVISION, PHASE 1; AND FOR OTHER PURPOSES:

Whereas, a petition was duly filed with the City of Conway, Arkansas on the 3rd of March, 2017 by The Tyler Group asking the City Council to vacate and abandon certain utility easements located in Phase 1 of Lewis Ranch Subdivision.

Whereas, after due notice as required by law, the council has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question and has ascertained that the easement or the portion thereof, hereinbefore described, has heretofore been dedicated to the public use as a utility easement herein described; has not been actually used by the public generally for a period of at least five (5) years subsequent to the filing of the plat; that all the owners of the property abutting upon the portion of the easements to be vacated have been afforded the opportunity to file with the council their written consent to the abandonment; and the public interest and welfare will not be adversely affected by the abandonment of this portion of the easement.

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

Section 1. The City of Conway, Arkansas releases, vacates, and abandons its rights, together with the rights of the public generally, in and to the easement designated as follows:

Being a utility easement (labeled 5 feet wide and also 15 feet wide) running in a general north and south direction through Lots 1, 2, and 3 of Lewis Ranch, Phase 1 Subdivision as shown in Plat Book L, Page 281 to the Faulkner County Records and turning eastward at the northerly end and terminating at the 20 foot cross access easement. Also a 15 foot utility easement running in a general east and west direction through said Lot 1, Lewis Ranch Subdivision, Phase 1, originating at a 20 foot utility easement parallel and adjacent to the East right of way of South Amity Road and extending south-eastward to a 25 foot utility easement along the eastern boundary of said Lot 1.

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

PASSED this 28th day of March, 2017.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



240 Skyline Drive, Suite 3000 · Conway, Arkansas 72032
(501) 329-1400 office · (501) 327-3972 Fax

March 3, 2017

Mr. Scott Grummer
City of Conway
1201 Oak Street
Conway, Arkansas 72032

RE: Lewis Ranch, Phase I
Easement Closure

Tyler Group has been asked by the owners of the property to help close and abandon a utility easement as described below in Lewis Ranch Phase I Subdivision to the City of Conway, Arkansas.

Being a utility easement (labeled 5' wide and also 15' wide) running in a general North and South direction through the middle of Lots 1, 2 and 3 of Lewis Ranch, Phase I Subdivision as shown in Plat Book L, Page 281 to the Faulkner County Records and turning right (Eastward) at the Northerly end and terminating at the 20' cross access easement. Also a 15' utility easement running in a general East and West direction through said Lot 1, Lewis Ranch, Phase I Subdivision originating at a 20' utility easement parallel to and adjacent to the East right of way of South Amity Road and extending south-eastward to a 25' utility easement along the Eastern boundary of said Lot 1.

Tim P. Tyler



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

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

March 6, 2017

William Major Lewis Trust
C/O Tyler Group
Attn: Brittany Daniel
240 Skyline Drive, Suite 3000
Conway, AR 72032

sent via email:
brittany@tylergroup.net

Dear Ms. Daniel:

RE: Lewis Ranch easement

AT&T has no objection to vacating its interest in the following described easement after its facilities are relocated:

Being a utility easement (labeled 5' wide and also 15' wide) running in a general North and South direction through the middle of Lots 1, 2 and 3 of Lewis Ranch, Phase I Subdivision as shown in Plat Book L, Page 281 to the Faulkner County Records and turning right (Eastward) at the Northerly end and terminating at the 20' cross access easement. Also a 15' utility easement running in a general East and West direction through said Lot 1, Lewis Ranch, Phase I Subdivision originating at a 20' utility easement parallel to and adjacent to the East right of way of South Amity Road and extending south-eastward to a 25' utility easement along the Eastern boundary of said Lot 1.

The William M. Lewis Trust must agree to reimburse AT&T for its expense for the cable relocation prior to work beginning. The William M. Lewis Trust should contact Lanny Page at 501-218-6842 (lp1318@att.com) to initiate the AT&T Custom Work Order process.

Sincerely,

CC: Lanny Page, AT&T engineer - Conway



CenterPoint Energy
401 W. Capitol Avenue, Suite 600
Little Rock, AR 72201
CenterPointEnergy.com

March 3, 2017

Brittany Daniel,
Tyler Group
240 Skyline Drive, Suite 3000
Conway, AR 72032

Lewis Ranch – Utility Easement Abandonment

Dear Brittany,

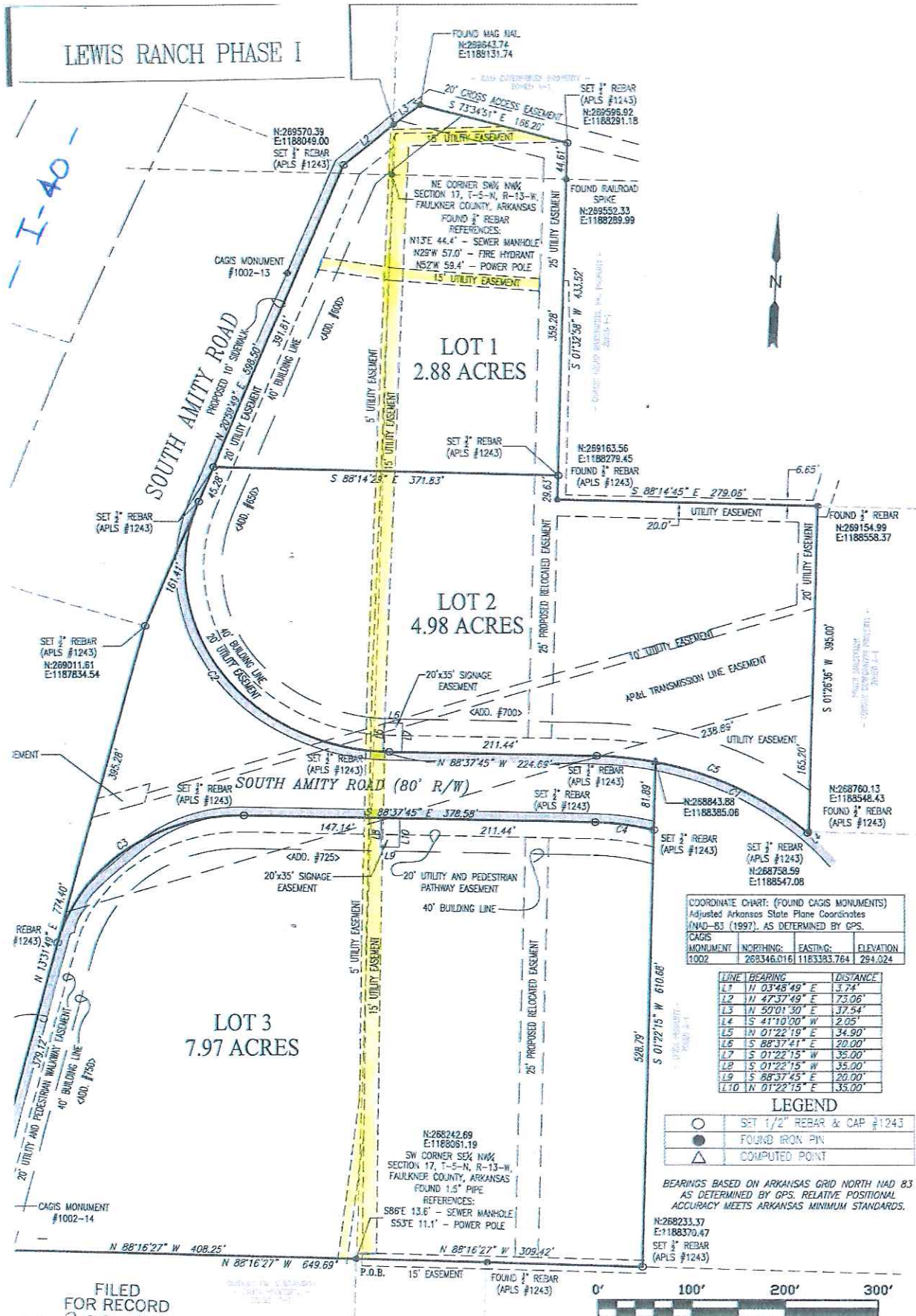
CenterPoint Energy (CNP) formally agrees to abandon the utility easement in Lot 1, Lot 2, and Lot 3 of the Lewis Ranch shopping center. Also abandon the utility easement where it crosses South Amity Road, located between South Amity Road and Dave Ward Drive in Conway. Further description of this easement can be seen in the attached Exhibit A.

If you have any questions, please do not hesitate to call me at the numbers below.

Sincerely,

Grace Grubb
Engineer I
CenterPoint Energy
Office: 501-377-4851
Cell: 501-278-0658

Exhibit A





March 3, 2017

The Honorable Bart Castleberry
Mayor of Conway
City Hall
1201 Oak Street
Conway, AR 72032

Re: Lewis Ranch Phase I, Conway, Faulkner County, Arkansas.

Dear Mayor Castleberry:

Conway Corporation has no objection to the easement abandonment request on Lots 1, 2 & 3 in Lewis Ranch Phase I. All of Conway Corporation utilities have been moved and are no longer in these easements.

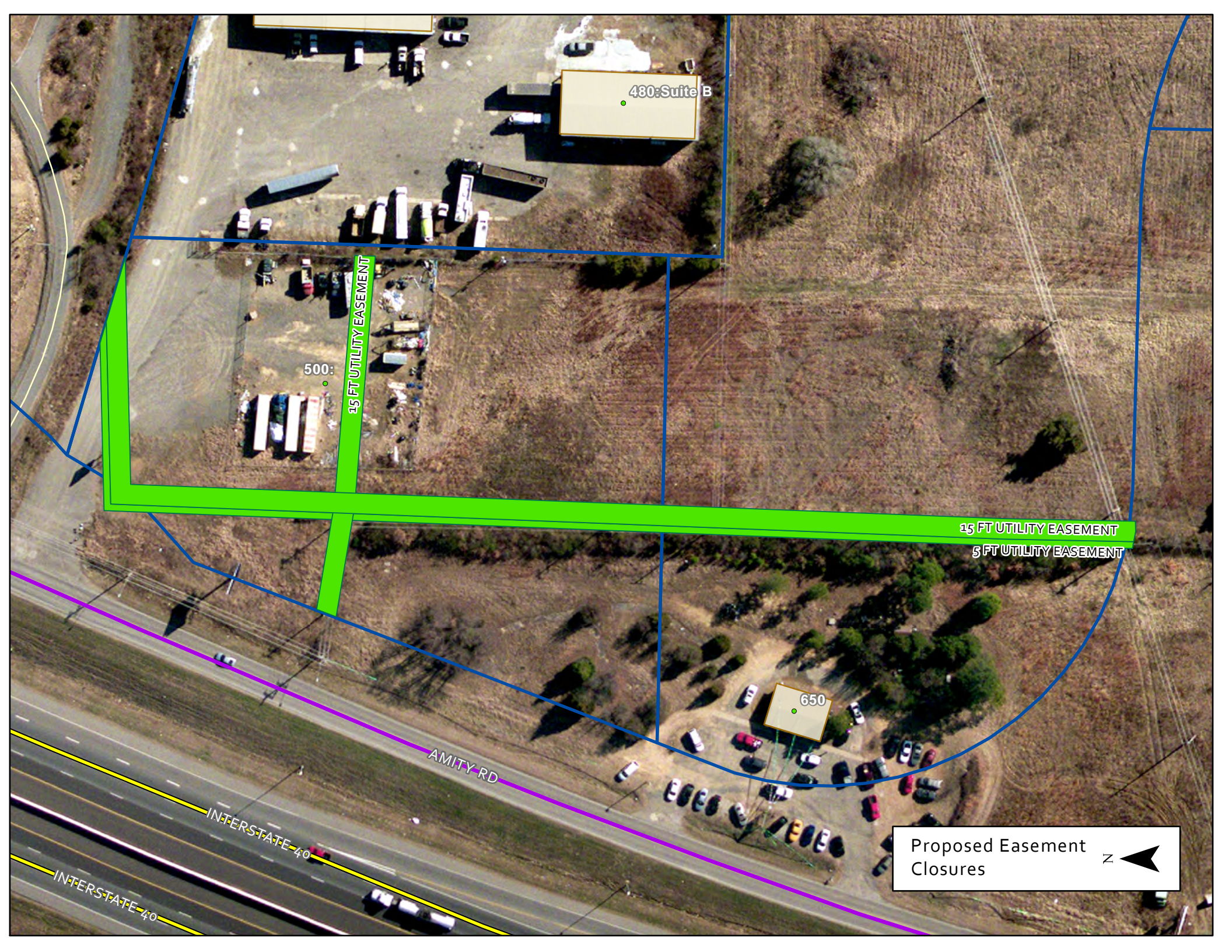
If you have any questions, please let me know.

Sincerely,

CONWAY CORPORATION

A handwritten signature in blue ink that reads "Leslie Guffey".

Leslie Guffey
Engineering and Planning



480: Suite B

500:

650

15 FT UTILITY EASEMENT

15 FT UTILITY EASEMENT

5 FT UTILITY EASEMENT

AMITY RD

INTERSTATE 40

INTERSTATE 40

Proposed Easement Closures





City of Conway, Arkansas
Resolution No. R-17-_____

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 **1675 Duke St.** 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 **\$143.12** (\$102.84 + Penalty-\$10.28 + 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 **March 28th, 2017** 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 28th day of March, 2017.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer

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



Missy Lovelady
Phone: 501-450-6191
Fax: 501-504-6908

MEMO:

To: Mayor Tab Townsell
CC: City Council Members

From: Missy Lovelady
Date: March 17, 2017

Re: 1675 Duke St

- January 17, 2017– A Door Hanger Warning written regarding furniture in the yard by Kim Beard.
- Property Owner is listed as Manish Shah.
- Property was rechecked on 1/23/17 with no progress made, therefore, a Violation was issued.
- Property was rechecked on 1/30/17 with no progress.....
- Certified and regular letters were mailed 2/8/17 to address on file and a notice was left by post office.
- Property was rechecked on 2/21/17 with no action taken.
- Final Cleanup completed on 2/22/17.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

If you have any questions please advise.

INVOICE

City of Conway
Code Enforcement

DATE: MARCH 24, 2017

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

TO SHAH MANISH
1675 DUKE ST
CONWAY AR 72032

Description: Mowing/Clean-up/Admin Fees associated with the nuisance abatement at 1675 DUKE ST, Conway Arkansas

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Kim Beard	711-07132-102		March 28, 2017

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	1 Employee -Mowing/Cleanup	16.62	16.62
1	1 PT Employee -Mowing/Cleanup	10.94	10.94
	Sanitation ticket #572497 & 572524		32.63
	Maintenance fee (mower)	0	0
1	Administrative Fee (Code Enforcement)	20.49	20.49
1	Administrative Fee (Physical Plant)	10.94	10.94
2	Certified Letter	5.13	10.26
2	Regular letter	.48	.96

TOTAL BY 3/28/17 \$102.84

- Total amount due after March 28, 2017 includes collection penalty & filing fees

TOTAL AFTER 3/28/17 \$143.12

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

City of Conway
Code Enforcement

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



Missy Lovelady
Conway Permits & Code Enforcement
Phone 501-450-6191
Fax 501-504-6908

February 27, 2017

Parcel # 711-07132-102

SHAH MANISH
1675 DUKE ST
CONWAY AR 72032

RE: Nuisance Abatement at 1675 Duke St., Conway AR
Cost of Clean-Up, Amount Due: \$102.84

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 **March 28, 2017 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

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

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

Respectfully,

Missy Lovelady

**Conway Code Enforcement
Incident Report**

Date of Violation: 01/23/17

Violator Name: Manish Shah

Address of Violation: 1675 Duke Street

Violation Type: Furniture in yard

Warning #: CE9361

Description of Violation and Actions Taken: On 01/23/17 Code Enforcement Officer Kim Beard wrote a warning violation to correct furniture in yard. Property was rechecked on 01/30/17 with no progress made. Certified & regular letters were mailed 02/08/17. Property was rechecked on 02/21/17 with no action taken. Final cleanup was completed on 02/22/17.

Code Enforcement Officer: Kim Beard

Officer Signature: _____

Date:

Time:



**City of Conway, Arkansas
Ordinance No. O-17-_____**

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 \$380,063 for FY 2016 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 \$380,063 for CDBG activities.

Section 2. The City of Conway shall appropriate \$380,063 to the following projects:

\$247,042	Pine Street Area Revitalization
\$17,000	Faulkner County Council on Aging Transportation
\$3,000	Bethlehem House Transportation
\$9,500	Boys and Girls Club Transportation
\$6,000	Faulkner County Day School Transportation
\$14,000	Independent Living Services Transportation
\$4,500	Women’s Shelter of Central Arkansas Transportation
\$76,012	Administration

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

PASSED this 28th day of March, 2017.

Approved:

Mayor Bart Castleberry

Attest:

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



CITY OF CONWAY

Community Development

Memo:

To: Mayor and City Council Members

From: Kiera Oluokun, CDBG Director

Date: 3/24/2017

Re: 2016 CDBG Contracts and Ordinance for funds received

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

Only one contract is included in its entirety due to the length of each contract. All contracts are the same; except for the amount of funding received.

If you have any questions or concerns, please feel free to contact me. My email is kiera.oluokun@cityofconway.org and my cell phone number is 501.733.7071

**CITY OF CONWAY AND BOYS & GIRLS CLUB OF FAULKNER COUNTY
2016 GRANT CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into on this 3rd day of April 2017, 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 **Boys and Girls Club of Faulkner County** (hereinafter referred to as the “Subrecipient”).

WITNESSETH

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

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

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

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

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

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.

Provide transportation services for approximately 250 (64% LMI) children from Conway’s 10 Elementary Schools and 4 Middle Schools to the Boys and Girls Club for mentoring, tutoring, and physical education.

CDBG will provide \$9,500 toward these services which is approximately 15 percent of the agency’s transportation budget. All other costs associated with this service will be the responsibility of the Subrecipient.

2. **Term of Contract:** The services of the Subrecipient are to commence on April 3, 2017 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. Time is of the essence in the Agreement.

3. **Compensation:** The Subrecipient shall be paid a total consideration of **\$9,500** for full performance of the services specified under this Agreement. Compensation shall be allowed on a reimbursement basis, only after expenditures have been incurred by the Subrecipient in conformity with the approved and executed budget document, which is attached to this Contract as Appendix A, incorporated herein by reference.

In every case, payment will be made subject to receipt of a requisition for payment from the Subrecipient specifying and certifying that such expenses have been incurred and expended in conformance with this 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 CFR 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 CFR 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 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 4 CFR 570.609, and Executive Orders 11063, 11246, 113752 12086, and 12259.

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

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

If the Subrecipient is not a government agency, OBM Circular A-122, "Cost Principles for Non-Profit Organizations," or OBM Circular A-21, "Cost Principles for Educational Institutions," as applicable; and Attachments A, B, C, F, H, N, and O to OBM Circular A-110, as specified at 24 CFR 570.502(b).

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

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

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

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

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

8. **General Terms and Conditions**

- A. The Subrecipient agrees to submit program status reports to the City on at least an annual basis or more frequently if requested and other reports as may be required.
- B. The Subrecipient agrees to maintain racial, ethnic, gender, head of household, household income, and household size data showing the extent to which these categories of persons have participated in, or benefited from the project, and to submit this information to the City by June 30th of the year following the award.
- 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.
- 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 deposit all CDBG funds in a separate bank account, maintain bank account, and maintain all receipts and documentation and these accounts are subject to outside audits.

9. **Special Terms and Conditions:**

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

- 1) Fails to file required reports or to meet project progress or completion deadlines;
- 2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110, Attachment L);
- 3) Expense funds under this Agreement for ineligible activities, services or items;
- 4) Implements the project prior to notification from the City that the federal environmental review process has been completed;
- 5) Violates Labor Standards requirements; or
- 6) Fails to comply with written notice from the City of substandard performance under the terms of this Agreement.

10. Other Provisions:

A. Equal Employment Opportunity

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

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

- (1) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of any or other forms of compensation, and selection for training including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status or any other basis prohibited by applicable law.

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

B. Equal Opportunity in Participation

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

Specific (not exclusive) Discriminatory Actions Prohibited:

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

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

The Subrecipient will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and

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

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

D. Nondiscrimination in Federally Assisted Programs.

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

E. Labor Standards.

Except with respect to the rehabilitation of residential property designed for residential use for less than eight households, the Subrecipient and all subcontractors engaged in contracts in excess of \$2,500 for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this Agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the Subrecipient is required to pay all laborers and mechanics employed on construction work at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the Subrecipient shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to

relieve the Subrecipient of its obligation, if any, to require payment of the higher rates.

F. Flood Disaster Protection.

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

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

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

H. Provision of the Hatch Act.

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

I. Lead-Based Paint.

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

J. Special Assessments.

Subrecipient will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining

access to such public improvements unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1).

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

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

L. Lobbying Restrictions

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

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

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

It will require that the language of this paragraph L be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

M. Provisions Required by Law Deemed Inserted.

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

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

CITY OF CONWAY

Bart Castleberry
Mayor

Date

Michael Garrett
City Clerk

Date

Charles E. Clawson III
City Attorney

Date

BOYS AND GIRLS CLUB OF FAULKNER COUNTY

Clint Brock
Executive Director

Date

Board President

Date

APPENDIX A

A. DESCRIPTION OF PROJECT

Provide transportation services for approximately 250 (64% LMI) children from Conway's 10 Elementary Schools and 4 Middle Schools to the Boys and Girls Club for mentoring, tutoring, and physical education

B. BUDGET

CDBG will provide \$9,500 toward these services which is approximately 15 percent of the agency's transportation budget. All other costs associated with this service will be the responsibility of the Subrecipient

C. 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.

D. REPORTING

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

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

1. In the event that Grantee ceases for any reason, voluntary or involuntary, to use the Premises for purposes eligible as of this date under paragraphs A and B 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 _____, 2017.

ATTEST:

**By: Clint Brock, Executive Director
Boys and Girls Club of Faulkner County**

Memo

To: Mayor, Bart Castleberry
From: Scott Grummer, Planning & Development
Date: 3/24/2017
Re: Scrap Metal Yard Remediation Re-Bid Tabulation

Mr. Mayor,

The City of Conway put out for bid the remediation work for the Conway Scrap Metal site in November of 2016. After review of the bids received, the City chose to adjust the bid spec due to concerns that certain unknowns were causing inflated base pricing. City Council approved re-bidding this project, which re-bids were advertised for, received and tallied in March of this year.

Prewett Enterprises, Inc. were the apparent low bidder with a base bid of \$147,558.50 (Attached Bid Tabulation). Although their bid is significantly lower than the other four bids, after review by FTN and Associates, City Engineering and myself, it is the recommendation that Prewett Enterprises, Inc. be awarded the contract for the Conway Scrap Metal Remediation/Cleanup project.

This project is being funded by the EPA Brownfield Remediation Grant received in 2015. To date, we have remaining in the grant funds for cleanup purposes: \$158,083 (attached Bid Comparison/Budget).



City of Conway, Arkansas
Mayor's Office
1201 Oak Street
Conway, AR 72032
501.450.6110

Office of the Mayor
City of Conway
Bid Tabulation Sheet
www.cityofconway.org

Number of Bids Received - 5
Opened by: Scott Grummer

Bid Number: 2017-10_Conway Scrap Metal Remediation_Rebid

Bid Opening Date: Wednesday, March 8th, 2017 / Downstairs Conference Room @ 2pm

Bidder's Name	Bid Bond	Total Bid Amount
Nabholz Environmental Services	5%	\$275,130.00
Prewett Enterprises, Inc.	5% (Cashier's check)	\$147,553.50
Crow Paving Inc.	5%	\$258,507.40
KCOM	5%	278,125.24
SEMS, Inc.	5%	\$232,000.00

UNOFFICIAL BID TABULATIONS

For additional information regarding this bid; please contact Scott Grummer @ scott.grummer@cityofconway.org

**Conway Scrap Metal Brownfield Remediation
Re-Bid**

Item No.	Base Bid Item	Quantity	Unit	FTN Estimate	Prewett Enterprises, Inc.	Unit Price	SEMS, Inc.	Unit Price	Crow Paving, Inc.	Unit price	Nabholz Environmental	Unit Price	KCOM	Unit Price
1	Mobilization & demobilization	1	LS		20,000.00	20,000.00	25,000.00	25,000.00	35,253.00	35,253.00	18,528.00	18,528.00	59,179.49	59,179.49
2	Site Clearing and preparation	0.7	AC		8,400.00	12,000.00	14,000.00	20,000.00	21,700.00	31,000.00	23,747.00	33,924.29	14,393.00	20,561.43
3	Temporary Fencing	450	LF		13,050.00	29.00	6,750.00	15.00	2,745.00	6.10	4,468.00	9.93	7,227.00	16.06
4	Stormwater diversion berms and containment	325	LF		7,221.50	22.22	9,750.00	30.00	23,325.25	71.77	39,000.00	120.00	10,835.50	33.34
5	Concrete removal and disposal	205	SY		3,690.00	18.00	5,125.00	25.00	3,642.85	17.77	17,897.00	87.30	13,909.25	67.85
6	Initial excavation, disposal and backfill	1,230	CY		68,265.00	55.50	159,900.00	130.00	125,841.30	102.31	146,862.00	119.40	152,766.00	124.20
7	Site stabilization	1	AC		26,932.00	26,932.00	11,875.00	11,875.00	46,000.00	46,000.00	24,628.00	24,628.00	19,815.00	19,815.00
	TOTAL			\$218,300	147,558.50		232,400.00		258,507.40		275,130.00		278,125.24	
U1	Additional excavation to 6-inch depth, offsite disposal, and replacement of contaminated soils designated as non-hazardous	809	CY		\$55		\$150.00		\$120		\$122		\$321.76	
U2	Additional excavation to 6-inch depth, stockpiling for classification, offsite disposal, and replacement of contaminated soils designated as hazardous waste for PCBs.	809	CY		\$333		\$350.00		\$380		\$1,210		\$681.69	
U3	Additional excavation to 6-inch depth, stockpiling for classification, offsite disposal, and replacement of contaminated soils designated as hazardous waste for PAHs.	809	CY		\$333		\$350.00		\$380		\$1,035		\$681.69	
U4	Hauling and disposal of contaminated stormwater	5000	GAL		\$1.50		\$1.00		\$6.00		PCB \$3.10 PAH \$2.35		\$4.59	

Conway Scrap Metal Remediation Budget

	FTN Estimate	Prewett Enterprises, Inc.	SEMS, Inc.	Crow Paving, Inc.	Nabholz Environmental	KCOM
Budget Remaining						
Remediation - EPA Grant	\$158,083					
Total Remediation	\$158,083					
Remediation Bid	\$218,300	\$147,559	\$232,400	\$258,507	\$275,130	\$278,125
FTN Cleanup Oversight/final report	\$91,000	\$91,000	\$91,000	\$91,000	\$91,000	\$91,000
Total Estimated to complete	\$309,300	\$238,559	\$323,400	\$349,507	\$366,130	\$369,125
Project surplus/(deficit)	(\$151,217)	(\$80,476)	(\$165,317)	(\$191,425)	(\$208,047)	(\$211,042)
Appropriated Match O-107-14	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Est. Tipping fee reduction (Match) Max \$27/ton	\$33,210.00	\$33,210.00	\$33,210.00	\$33,210.00	\$33,210.00	\$33,210.00
TOTAL PROJECT SURPLUS/(DEFICIT)	(\$78,007)	(\$7,266)	(\$92,107)	(\$118,215)	(\$134,837)	(\$137,832)

Memo

To: Mayor, Bart Castleberry

From: Scott Grummer, Planning & Development

Date: 3/24/2017

Re: FTN Proposal for Scrap Metal Remediation Oversight / Final Reporting

Attached is a proposal by FTN & Associates in the amount of \$91,000 for overseeing the cleanup work of the contractor procured for site cleanup of the Conway Scrap Metal Remediation project, as well as conducting soil samples and final reporting to verify the project site is cleaned up to approved levels in our Cleanup Plan authorized by the Arkansas Department of Environmental Quality.

Granted the cleanup goes as planned, and cleanup costs do not exceed the proposed low bid of \$147,559, then the remaining funds in the EPA Brownfield grant to cover the cost of this proposal by FTN & Associates will be \$10,524.

As part of the grant, the city is required to provide match of \$40,000 minimum. On February 11, 2014, City Council appropriated this Match per Ordinance O-14-107 as security for the grant. In addition, the Conway Sanitation Dept. has agreed to reduce their tipping fee by approximately \$28 per ton, which based on estimated excavation levels would amount to approximately \$36,400. This reduction in fee would be passed on to the cleanup contractor as a direct cost reduction, reducing our contract obligation by that amount. These added together at \$86,924 would leave an estimated shortfall of \$4,076, which amount may fluctuate up or down due to the nature of the project.

In addition, attached is a resolution in support of the reduction in Tipping Fee's by the Sanitation Department specific to loads originating from the Cities Brownfield project. Once excavation and haul amounts are confirmed by the Sanitation Department, we will present an ordinance for the exact amounts needed for the appropriation, as well as any adjustments, if needed, to close out the project.



March 17, 2017

Via email: Scott.grummer@cityofconway.org

Mr. J. Scott Grummer
Program Manager
Community Development
City of Conway
1201 Oak Street
Conway, Arkansas 72032

RE: Proposal for Oversight of Brownfields Clean Up Plan Implementation and Final Report Preparation for the Former Conway Scrap Metal Site
1120 Spencer Street, Conway, Faulkner County, Arkansas
FTN No. P04240-1571-001

Dear Mr. Grummer:

In response to your request, FTN Associates, Ltd. (FTN) appreciates the opportunity to submit the following proposal to provide our professional services for assisting the City of Conway with the implementation of the Brownfields Clean Up Plan for the former Conway Scrap Metal site located at 1120 Spencer Street, Conway, Faulkner County, Arkansas (the Project).

Our Basic Services will generally consist of preparation oversight of remedial actions, confirmation sampling, and final report preparation according to the Brownfields Clean Up Plan approved by the Arkansas Department of Environmental Quality (ADEQ) and the US Environmental Protection Agency (EPA) as set forth in the printed Scope of Work for Basic Services (Exhibit A) and subject to the Terms and Conditions between FTN and the City of Conway (Exhibit B), which are attached to this letter. We will also furnish such Additional Services as you may request.

You are expected to furnish us with full information as to your requirements including any special or extraordinary considerations for the Project or special services needed and also to make available all pertinent existing data. In addition, we request that you provide information concerning the potential health and/or physical hazards present at the facility to which FTN employees could be exposed. This information (i.e., Material Safety Data Sheets, etc.) is needed to ensure FTN's compliance with the OSHA Hazard Communication Standard.

Our fee for Basic Services will be based on time and materials using the Client Rates in Exhibit C for services rendered by our principals and employees engaged directly on the Project. The total fee for Basic Services will not exceed \$91,000 without prior approval from you. Any Additional Services will be charged on the basis of time and materials (Exhibit C).

Initial _____

Mr. J. Scott Grummer
March 17, 2017
Page 2

We will bill you monthly for Services and Reimbursable Expenses with invoices to be paid within 30 days. The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the Project.

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delays, including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

This proposal, which includes Exhibits A, B, and C consisting of 5 pages, represents the entire understanding between the City of Conway and FTN with respect to the Project and may only be modified in writing signed by both parties. If it satisfactorily sets forth your understanding of our agreement, we would appreciate your printing a complete copy of this letter and Exhibits, signing in the space below, and initialing each page, and returning it to us. This proposal will be open for acceptance until April 17, 2017, unless changed by us in writing.

Thank you very much for the opportunity to present this proposal. Please do not hesitate to call me or Jason Ghidotti, PE, at (501) 225-7779 if you have any questions relating to this proposal or additional services offered by FTN.

Respectfully submitted,
FTN ASSOCIATES, LTD.



Mark S. Koch
Senior Project Manager

Accepted this _____ day
of _____, 2017

By _____
Honorable Bart Castleberry
Mayor
City of Conway

MSK/dlc

Attachments

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EXHIBIT A

Scope of Work Oversight of Brownfields Clean Up Plan Implementation and Final Report Preparation Former Conway Scrap Metal Brownfields Site Conway, Faulkner County, Arkansas

Attached to and made part of the letter agreement dated March 17, 2017, between FTN Associates, Ltd. (FTN) and the City of Conway, Arkansas (the Client) with respect to the Project described therein. Project tasks, assumptions and limitations follow.

BACKGROUND

The City of Conway, Arkansas, has acquired the former Conway Scrap Metal site and entered the property into the Arkansas Department of Environmental Quality (ADEQ) Brownfields program. As part of the ADEQ Brownfields program a Phase I Environmental Site Assessment (ESA) and a Comprehensive Site Assessment (CSA) have been completed for the site. These investigations determined that environmental contamination exists in the shallow soils and groundwater at the site. Additionally, the City of Conway has received clean up funding for the former Conway Scrap Metal Brownfields site from the US Environmental Protection Agency (EPA) Region 6 Brownfields program. The City intends to redevelop the site for public use and is seeking assistance with implementation of the approved Brownfield's Clean Up Plan for the site. The following Scope of Work outlines the required tasks:

PROJECT TASKS

FTN proposes the following items to complete the stated project:

1. Provide markings of limits of wastes to be removed by the Contractor.
2. Review waste profiling information prepared by the Contractor for any waste materials to be disposed offsite.
3. Monitor and document the remedial activities.
4. Collect verification samples from remediation areas and submit samples to laboratory for analysis.
5. Coordinate surveying at completion of remedial activities.
6. Attend construction meetings and coordinate construction activities with the City and the Contractor.
7. Prepare a short report of the remedial action. Report will include a brief summary of the construction activities, field records, project submittals, photographs of the project, and documentation of waste profile and disposal activities. FTN will submit the draft report to ADEQ and US EPA for review and comment. FTN will make required revisions to the report and submit copies of the final report to the agencies.
8. Provide the necessary project management and coordination with the Client, ADEQ and EPA to successfully complete the Project.



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PROJECT SCHEDULE

FTN anticipates that the remedial action work will take approximately six weeks to complete. The final report will be submitted to the City within four weeks of the completion of construction at the site.

ASSUMPTIONS

1. Estimate is based upon providing a full-time CQA representative during working hours at 10 hours per day, 5 days per week for six weeks. Additional CQA time will be billed as Additional Services.
2. Proposal fee includes sampling, shipping and laboratory analysis for 90 clearance samples. In the event further contamination is discovered, required additional sampling will be provided as Additional Services.



May 10, 2016

EXHIBIT B

Standard Terms and Conditions For FTN Contracts with the City of Conway

1. Standard of Care The services provided by FTN shall be performed in accordance with generally accepted professional practice at the time when and the place where the services are rendered.
2. Independent Contractor FTN is an independent contractor and not an employee or agent of CLIENT. CLIENT is not responsible for any of its activities. Any taxes, licenses, permits, required filing of forms or any other conditions imposed upon or required to render FTN Services shall be satisfied by FTN at FTN's expense.
3. Insurance FTN shall procure and maintain insurance for protection from claims under workers' compensation acts. FTN shall procure and maintain liability insurance against claims based on FTN's negligence for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages based on FTN's negligence because of injury to or destruction of property including loss of use resulting therefrom. Upon award of this project, FTN shall add the Client as additional insured and will provide the Client with a Certificate of Insurance stating this fact.
4. Indemnification
 - a. FTN does hereby indemnify and save harmless CLIENT from and against any and all liability and claims of liability of any and every kind and nature, including without limitation bodily injury, death and property damage, arising out of any negligent act by FTN, and FTN, at FTN's sole expense, shall handle all such claims, defend all lawsuits filed against CLIENT therein, and reimburse CLIENT in cash for all reasonable expense incurred by CLIENT on account thereof, provided, that if CLIENT elects to retain independent counsel, FTN shall reimburse CLIENT for all costs reasonably incurred by CLIENT to defend itself through attorneys of CLIENT's choice. There is hereby excepted from the foregoing any and all liability and claims of liability solely attributable to acts of CLIENT's direct payroll employees, and there is hereby further excepted from the foregoing any and all liability and claims of liability for environmental pollution which are not the result of negligence on the part of FTN in FTN's performance of this contract.
5. Electronic Deliverables Any use or reuse of original or altered computer files by CLIENT or others without written verification by FTN for purposes other than for the specific purpose intended will be at CLIENT's risk and full legal responsibility. Furthermore, CLIENT will, to the fullest extent permitted by law, indemnify and hold FTN harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting therefrom. Any verification of such adaptation by CLIENT will entitle FTN to additional compensation at the then current rate.

The submitted data files are intended to work only as described. The files are compatible only with the software and operating platform described. FTN makes no warranty as to the compatibility of these files for versions of the software other than for those stated. FTN is not responsible for uses of the data outside of or beyond the scope of the Agreement.

Initial _____



Because data stored on electronic media can deteriorate undetected or can be modified without FTN's knowledge, CLIENT agrees that FTN will not be held liable for the completeness or correctness of the electronic media, with respect to its originally intended use as defined in the agreement, after an acceptance period of 30 days after delivery of the electronic files. FTN stands by the accuracy of sealed drawings that accompany submittals.

The electronic files are submitted to CLIENT for a 30-day Acceptance Period. During this period, CLIENT may review and examine these files; any errors, relative to the intended use of the files, detected during this time will be corrected by FTN as part of the basic agreement. Any changes requested after the Acceptance Period will be considered additional services to be performed on a time and materials basis, at the then current rates plus terms and conditions.

6. Termination This agreement may be terminated at any time, for any cause by either party upon thirty days written notice to the other party. In such event, CLIENT shall forthwith pay FTN in full for all work previously authorized by Client and performed prior to notice of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement. Notwithstanding the termination or expiration of this agreement, the indemnities provided in paragraph 4 hereof shall survive and remain in full force and effect.
7. Assignment This Agreement shall not be assigned by FTN to any other party unless prior written approval is obtained from CLIENT. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. Limit of Liability It is understood that any and all professional liabilities incurred by FTN throughout the course of rendering professional services on this Project shall be limited to a maximum of the net fee received by FTN, not including reimbursable expenses and subconsultants, for all services rendered on the Project.
10. Precedence These Standard Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition notice to proceed, or like document regarding FTN's services.
11. Severability If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
12. Survival These Standard Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.
13. Controlling Law This Agreement is to be governed by and construed in accordance with the laws of the State of Arkansas.



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EXHIBIT C

2017 Fee Schedule¹ FTN Associates, Ltd.

<u>Labor Category</u>	<u>Hourly Rate</u>
Professional 7	\$ 190.00
Professional 6	170.00
Professional 5	152.00
Professional 4	134.00
Professional 3	118.00
Professional 2	103.00
Professional 1	91.00
Technician 4	93.00
Technician 3	79.00
Technician 2	70.00
Technician 1	54.00
Executive Assistant	70.00
Word Processing	60.00

Direct Expenses

All direct project expenses will be invoiced at cost plus 10 percent. Direct project expenses include such items as travel, meals, lodging, shipping, supplies, consultants, subcontractors, etc. Vehicle mileage will be charged at standard IRS rates.

A charge of 2 percent is applied to the total labor amount to cover communication charges and computer expenses associated with computer applications, data storage and backup.

Should back-up data be requested for reimbursable expenses, it will be provided for an administrative fee.

Payment Terms

Unless other arrangements are made in writing, invoicing will be monthly for services completed. Payment is due in full within 30 days of invoice. A service charge of 1.5 percent per month will be charged on all balances over 30 days.

¹Effective January 1, 2017 – December 31, 2017



Initial _____



**City of Conway, Arkansas
Resolution No. R-17-___**

A RESOLUTION BY CITY COUNCIL IN SUPPORT OF THE USE OF SANITATION TIPPING FEES AS PART OF THE MATCH REQUIREMENT IN THE CONWAY SCRAP METAL REMEDIATION PROJECT; AND FOR OTHER PURPOSES

Whereas, the City of Conway was awarded a \$200,000 grant from the EPA for the Brownfield Cleanup of the Conway Scrap Metal site, which the Cities \$40,000 match requirement was appropriated by Conway City Council on 02/11/2014 by Ordinance O-14-107; and

Whereas, the City of Conway has utilized said grant funds for Cleanup planning, Design and Engineering, having a balance of \$158,083 remaining for Cleanup and Oversight work, which amount is estimated to be insufficient to cover remaining cleanup costs for this project; and

Whereas, the City of Conway Sanitation has agreed to provide a reduction in Tipping Fee costs to this project as additional match to assist in offsetting said shortfall.

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

Section 1: The City of Conway does hereby grant a reduction in the Conway Sanitation Departments Tipping Fee for loads originating from this project site only, in an amount to be determined by the Director of Sanitation.

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

Passed this 28th day of March, 2017.

Approved:

Mayor Bart Castleberry

Attest:

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



**City of Conway, Arkansas
Resolution No. R-17-_____**

A RESOLUTION APPROVING SUPPORT FROM THE CITY OF CONWAY TO OLD CONWAY VILLAGE, LP (DEVELOPER) FOR THE CONSTRUCTION OF AFFORDABLE DWELLINGS LOCATED IN THE PINE STREET NEIGHBORHOOD OF CONWAY AS PART OF THE "OLD CONWAY VILLAGE" (DEVELOPMENT).

Whereas, the Conway City Council approved the Spruce Cottage Court development on March 14, 2017, a public/private partnership, per R-17-11 to construct 12 single family owner occupied dwellings in the Pine Street Neighborhood following the completion of approximately \$1.2 Million in CDBG investment to this community for land acquisition and utility/infrastructure upgrades in support of revitalization and housing strategies outlined in the 2009 North East Old Conway Area Study and Specific Plan which was adopted in 2009; and

Whereas, the City of Conway has a surplus of parcels in the identified area set aside for the construction of additional affordable dwellings, and the City finds it necessary for the public purpose and public good to offer said parcels for the benefit of furthering its goal of increasing affordable housing in the area; and

Whereas, the City of Conway advertised in March a request for qualifications for a developer to partner with the City for additional affordable dwellings on said surplus lots as a Phase II initiative to further capitalize on said investment made to this community, of which one response was received from Old Conway Village, LP; and

Whereas, the Developer is proposing the construction of 44, scattered site, affordable, single family and row house dwellings to be located on both private and City owned infill lots located in the Pine Street Neighborhood; and

Whereas, the City of Conway has reviewed the proposed development and found it complies with the goals of the Northeast Old Conway Area Specific Plan, it complements the current Spruce Cottage Court development, and would assist in remedying this shortage of affordable housing in the City; and

Whereas, the City Council additionally resolves its support encouraging favorable consideration to be given for a tax credit award for the Housing Development to further improve affordable housing outcomes in the area.

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

Section 1: The City of Conway will offer the following to Old Conway Village, LP in support of the Development;

- 1) The City shall transfer described infill lots to Old Conway Village, LP for the construction of up to 44 new, affordable family dwellings. The lot descriptions are attached hereto as Exhibit "A". Said transfer will be contingent on a successful allocation of housing tax credits in the 2017 competitive cycle.

- 2) A letter of support encouraging favorable consideration be given for a tax credit award for the housing development.

Section 2: The proposed development is consistent with the City of Conway's affordable housing strategies outlined in the Northeast Old Conway Specific Plan.

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

Passed this 28th day of March, 2017.

Approved:

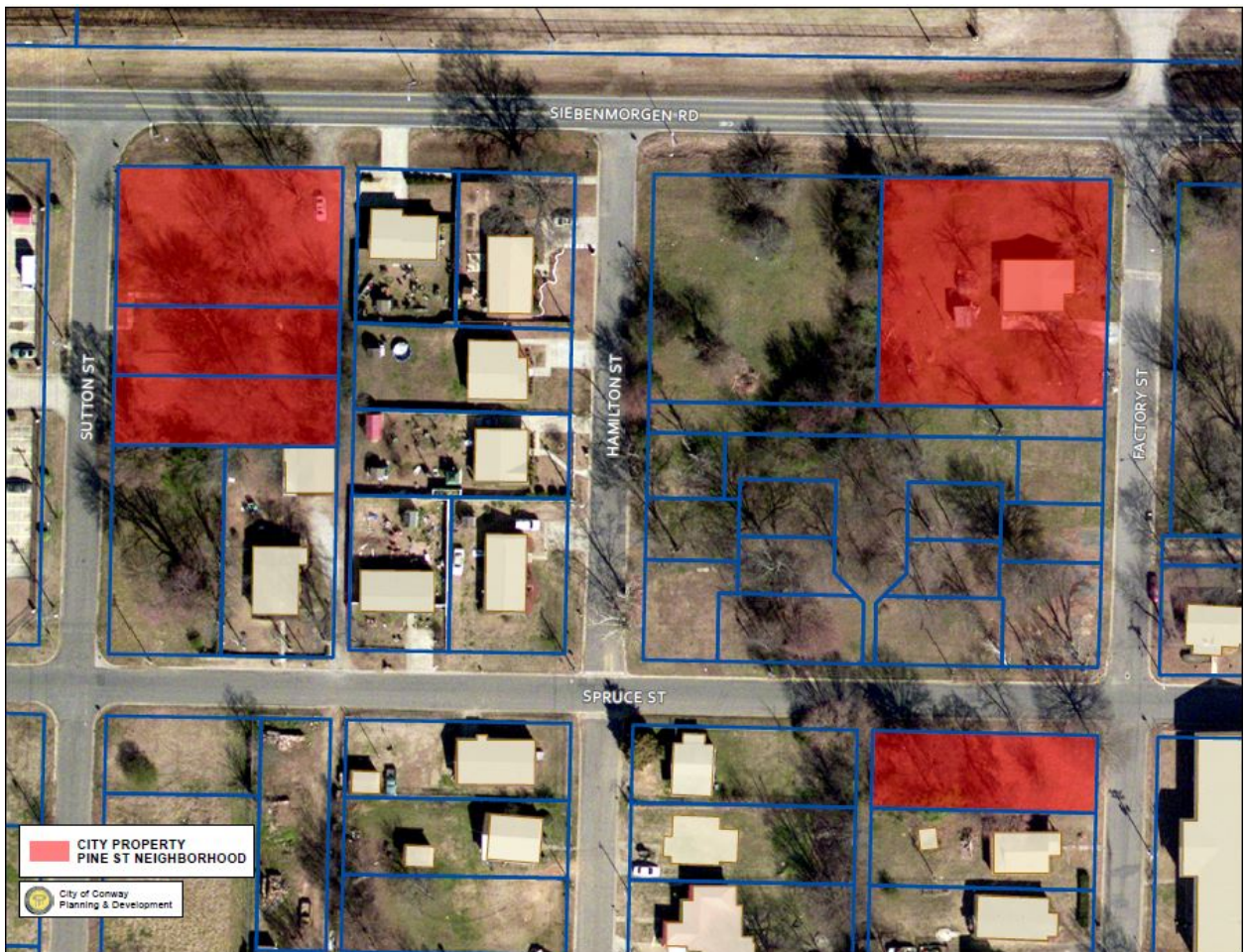
Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer

Exhibit "A"

Parcel	Legal	Acres	Address
710-01623-000	LOT 12 BLK 11 BURNS ADDN	0.166	1323 Factory
710-01555-000	LOT 1 & 2 BLK 6 BURNS ADDN	0.299	819 Siebenmorgen Rd.
710-01556-000	LOT 3 BLK 6 BURNS ADDN	0.149	1420 Sutton
710-01557-000	LOT 4 BLK 6 BURNS ADDN	0.149	1416 Sutton
710-01578-000	LOT 14 BLK 7 BURNS ADDN	0.15	1421 Factory
710-01576-000	LOT 12 BLK 7 BURNS ADDN	0.15	1421 Factory
710-01577-000	LOT 13 BLK 7 BURNS ADDN	0.15	1423 FACTORY ST





City of Conway, Arkansas
Ordinance No. O-17-_____

AN ORDINANCE RESOLVING THE APPROPRIATE SPEED LIMIT WITHIN THE CITY OF CONWAY BUSINESS DISTRICT, RESIDENTIAL DISTRICT, AND SCHOOL PREMISES

Whereas, the City of Conway desires to modify prima facie speed limits for certain designated areas within the City of Conway; and

Whereas, the City of Conway desires to unify speed limits to reflect actual conditions in the community and protect the health, safety and welfare of those persons traveling on the streets, boulevards and roadways inside the city limits; and

Whereas, adjustments to speed limits will bring them in line with the Conway Street Master Plan and previous traffic engineering studies.

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

Section 1. The following limits shall be maximum lawful speeds, and no person shall drive a vehicle in excess of the following limits:

1. Twenty (20) miles per hour in the Central Business District as defined in the Conway Zoning Map;
2. Twenty-five (25) miles per hour on any residential street;
3. Twenty (20) miles per hour when passing a school building or school zone when school is in session, or when children or others are approaching or leaving the school or school premises;

Section 2. Upon an engineering and traffic investigation, the Traffic Engineer may determine and declare an alternate speed limit, which shall be effective when appropriate signs giving notice thereof are erected.

Section 3. In any situation where the posted speed limit conflicts with this ordinance, the posted speed limit will prevail and control.

Section 4. Any person violating any of these provisions shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not less than one dollar (\$1.00), nor more than two hundred dollars (\$200.00).

Section 5. All ordinances in conflict herewith are repealed to the extent of the conflict. Specifically Conway City Ordinance No. 287 of 1953.

PASSED this 14th day of March, 2017.

Approved:

Attest:

Mayor Bart Castleberry

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Ordinance No. O-17-____**

AN ORDINANCE APPROPRIATING FUNDS FOR THE CITY OF CONWAY FUEL TANK REPAIR AND MAINTENANCE; AND FOR OTHER PURPOSES.

Whereas, the City’s primary diesel tank is in need of cleaning and to be placed on a monthly maintenance schedule hereafter; and

Whereas, the total cost to repair & maintain the fuel tank is \$5,200; and this cost shall be distributed equally between the Street Fund and the General Fund.

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

Section 1: The City of Conway shall appropriate an amount of \$2,600 from General Fund Balance Appropriation account (001-119-4900) into the General Fund Non Departmental Other Misc. Expense account (001-119-5799).

Section 2: The City of Conway shall appropriate an amount of \$2,600 from the Street Fund Balance Appropriation account (002-201-4900) into the Street Fund Fuel expense account (002-201-5630).

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

PASSED this 28th day of March, 2017.

Approved:

Mayor Bart Castleberry

Attest:

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



City of Conway, Arkansas
Ordinance No. O-17- _____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 1510 SOUTH DONAGHEY AVENUE 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:

All the part of the southwest quarter of the northwest quarter of Section 24, Range 14 West, Faulkner County, Arkansas, being more fully described as follows: Beginning at the NW corner of the west half of the SW quarter of the NW quarter and run thence S 88deg 21min 45sec East along the North line of the said West half of techsW quarter of the NW quarter for a distance of 645.65 feet to the west line of Stratford Place Subdivision run thence S 02deg 09min 43sec West along the West line of Stratford Place Subdivision for a distance of 246.33 feet, run thence N 88deg 06min 17sec West for a distance of 428.23 feet, run thence S 01deg 53min 43sec West for a distance of 34.62 feet, run thence N 88deg 4min 08sec West for a distance of 7.96 feet, run thence S 02deg 03min 59sec West for a distance of 5.70 feet, run thence N 88deg 18min 56sec West for a distance of 209.14 feet, run thence N 02deg 03min 59sec East for a distance of 284.60 feet to the point of beginning, containing 3.83 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 28th day of March, 2017.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



1201 OAK STREET • CONWAY, AR 72032
(501) 450-6105 • planningcommission@cityofconway.org

MEMO

To: Mayor Bart Castleberry
CC: City Council Members

From: Anne Tucker, 2017 Planning Commission Chairman
Date: March 14, 2017

Re: Request to rezone property located east of South Donaghey Avenue from R-1 to PUD

Hambuchen Properties has submitted a request to rezone from R-1 (Single-Family Residential) to [South Sterling] PUD (Planned Unit Development) vacant property located east of South Donaghey Avenue and south of Bellingrath Gardens, with the legal description:

All the part of the southwest quarter of the northwest quarter of Section 24, Range 14 West, Faulkner County, Arkansas, being more fully described as follows: Beginning at the NW corner of the west half of the SW quarter of the NW quarter and run thence S 88deg 21min 45sec East along the North line of the said West half of techsW quarter of the NW quarter for a distance of 645.65 feet to the west line of Stratford Place Subdivision run thence S 02deg 09min 43sec West along the West line of Stratford Place Subdivision for a distance of 246.33 feet, run thence N 88deg 06min 17sec West for a distance of 428.23 feet, run thence S 01deg 53min 43sec West for a distance of 34.62 feet, run thence N 88deg 4min 08sec West for a distance of 7.96 feet, run thence S 02deg 03min 59sec West for a distance of 5.70 feet, run thence N 88deg 18min 56sec West for a distance of 209.14 feet, run thence N 02deg 03min 59sec East for a distance of 284.60 feet to the point of beginning, containing 3.83 acres, more or less.

was reviewed by the Planning Commission at its regular meeting on March 13, 2017. The Planning Commission voted 7-2 that this request be forwarded to the City Council with a recommendation for approval subject to the following PUD Final Development Plan Conditions and Staff Recommendations listed below. Commissioners Jerry Rye and Justin Brown voted in opposition. Commissioner Arthur Ingram was not present.

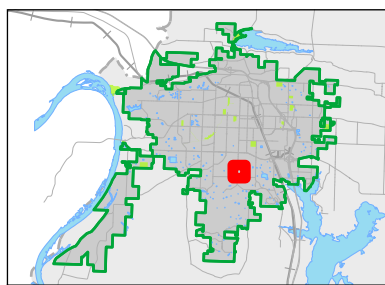
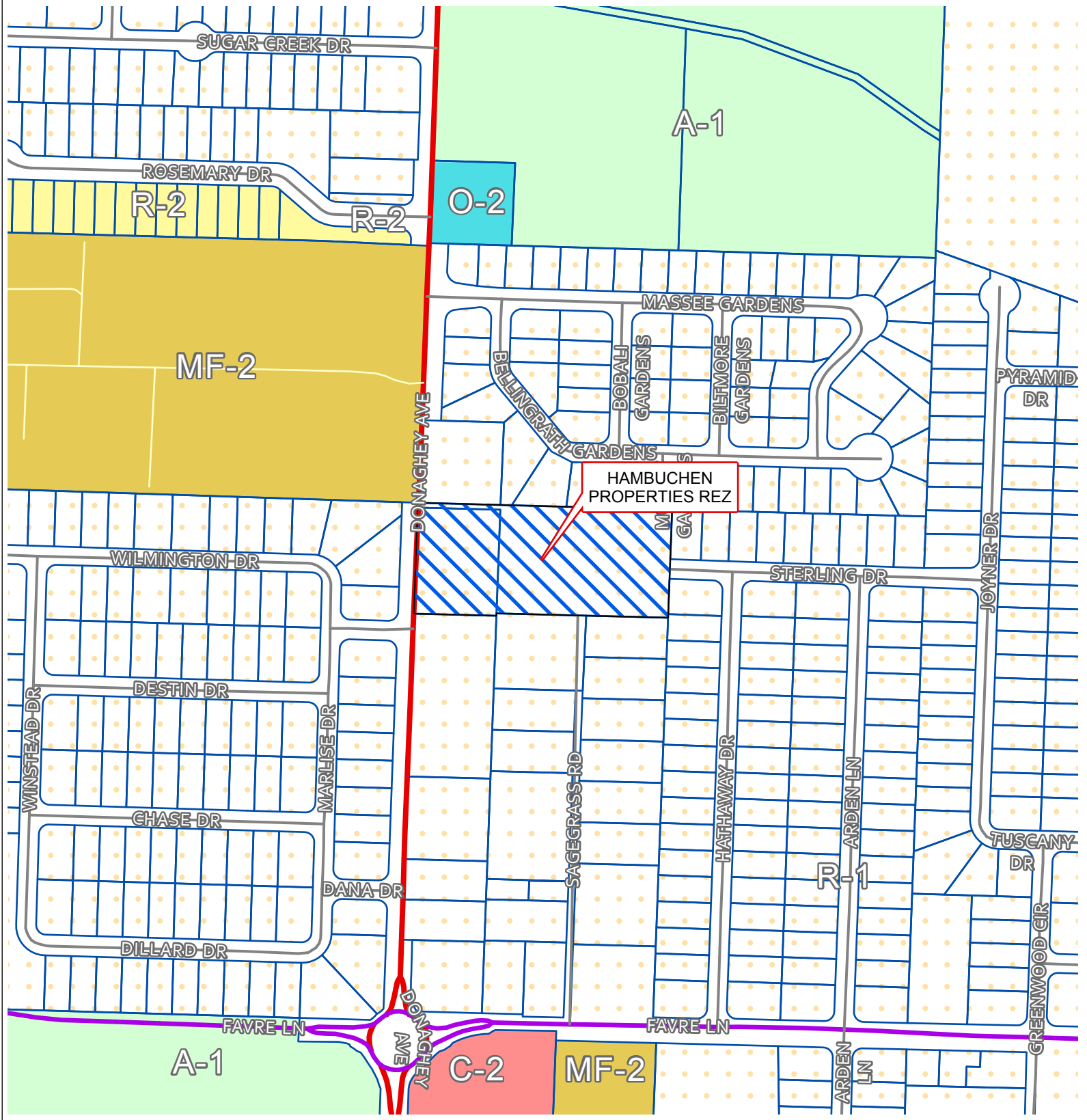
South Sterling PUD Final Development Plan Conditions:

1. Exterior composed of brick, rock, or cement fiber board (i.e. Hardie board)
2. No vinyl siding. Vinyl siding and fascia allowed on gables and dormers only or cement fiber board.
3. 8/12 roof pitch or greater unless porches.
4. Garages cannot protrude past front of house more than 7 feet unless side entry.
5. Architectural shingles or metal roofing only.
6. Heavy landscaping on fronts.
7. Brick/rock walls and entrances on South Donaghey Avenue.
8. Highlight front porches as much as possible.
9. Minimum 9' ceilings throughout, 10' preferred.
10. Granite or solid surface countertops required.
11. Each home will be different.

Staff Suggested Conditions to allow the PUD:

1. PUD shall be generally developed as shown on site plan. Minor variations from the submitted plan shall be allowed for technical reasons. However, the density and intent of the site plan shall be followed.
2. Additional review of street alignments by the City Engineering and Planning Departments will be needed to create an efficient intersection. Street alignments must be reviewed and approved by the Planning Commission during the platting process.
3. Platting shall be required. Any additional rights of way, sidewalks, etc. as required by the Subdivision Ordinance shall be dedicated and constructed. Any additional right of way per the Master Street Plan along South Donaghey Avenue shall be dedicated as part of the platting process.
4. Setbacks, utility/pedestrian easements, public rights of way, etc. shall be defined in the final development plan, plat, and PUD documents.


Please advise if you have any questions.



DESCRIPTION
APPLICATION FOR
REZONING
R-1 TO PUD
HAMBUCHEN PROPERTIES
DONAGHEY AVE


4.11 ac

Residential		Industrial	
R-1	MF-1	I-1	
R-2A	MF-2	RU-1	
R-2	MF-3	I-3	
HR	RMH		
SR			
Commercial		Special	
C-1	O-1	SP	
C-2	O-2	S-1	
C-3	O-3	A-1	
C-4		PUD	
		TJ	




City of Conway
Planning & Development

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N
280



Feet
MAR 2017



1201 OAK STREET • CONWAY, AR 72032
(501) 450-6105 • planningcommission@cityofconway.org

MEMO

To: Mayor Bart Castleberry
CC: City Council Members

From: Anne Tucker, 2017 Planning Commission Chairman
Date: March 14, 2017

Re: Conditional Use Permit request to allow MF-1 Density in an R-2A zoning district for property located at 1907 Clifton Street

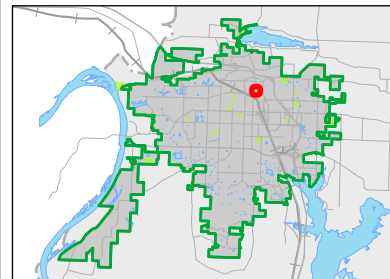
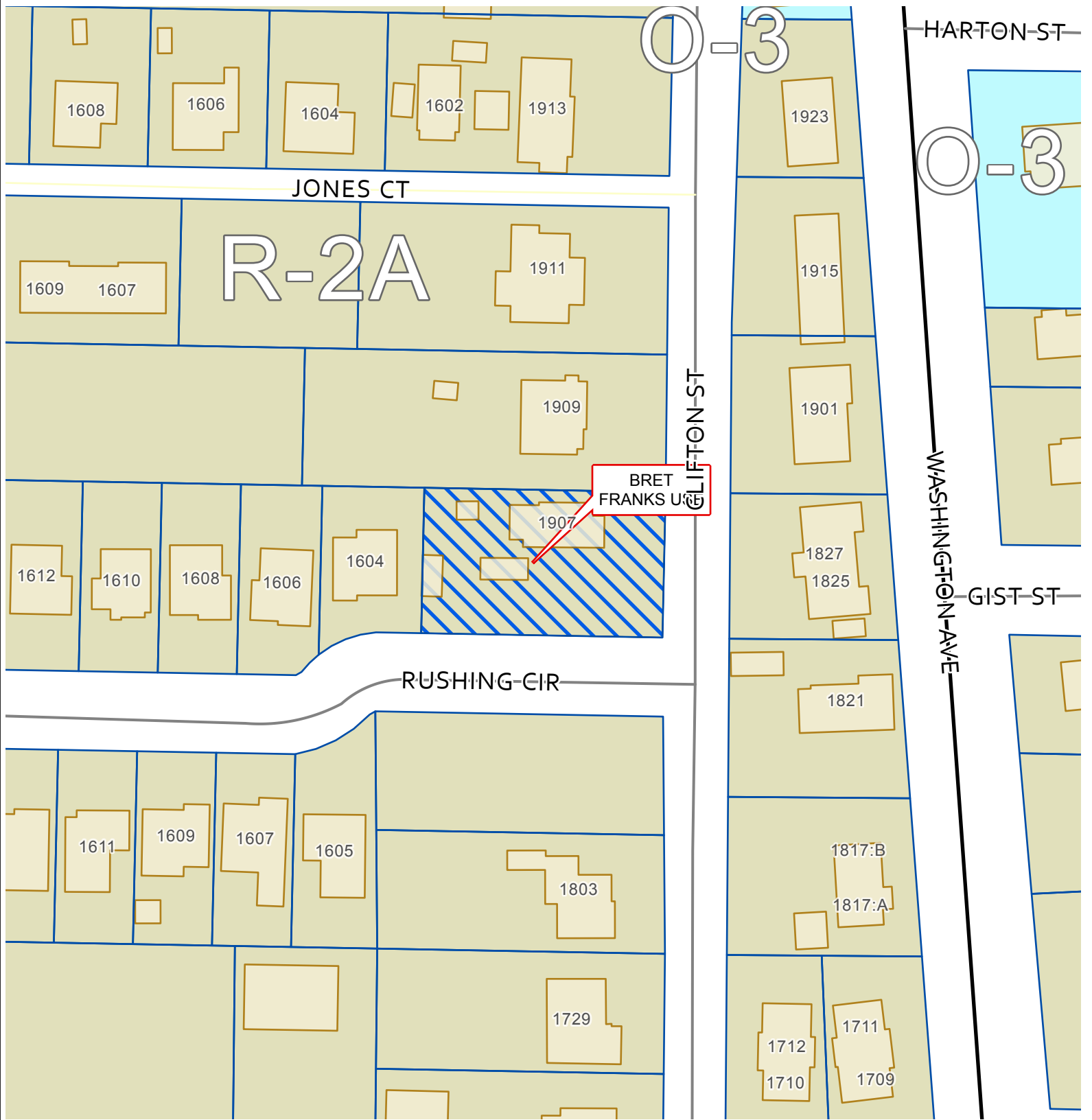
Bret Franks Construction has requested a Conditional Use Permit to allow MF-1 Density (maximum of 12 dwelling units per gross acre) in an R-2A zoning district for property located at 1907 Clifton Street with the legal description:

Pt Lot 200 B and C, Fiddlers Survey, E 152 feet

was reviewed by the Planning Commission at its regular meeting on March 13, 2017. The Planning Commission voted 9-0, that this request be forwarded to the City Council with a recommendation for approval with the following conditions:

1. 3 single-family residential units maximum shall be allowed on the property. All units must be detached single-family residences.
2. The primary building material must be brick or cement fiber board (i.e. Hardie board)
3. Driveway curb cuts shall have 12 feet maximum width. Wider parking pad areas are allowed further into the property.
4. Planting of trees at a ration of 1 per 30 feet along Rushing Circle; 2" caliper at time of planting, per development review standards shall be required.

Please advise if you have any questions.



DESCRIPTION
APPLICATION FOR
CONDITIONAL USE PERMIT
MF-1 IN R-2A
BRET FRANKS
1907 CLIFTON ST

0.32 ac

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

City of Conway
Planning & Development
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Feet
MAR 2017



To: Bart Castleberry, Mayor
 From: Joseph Hopper, Director
 Date: March 20, 2017
 Re: Request to Remove and Dispose of Assets from Inventory

The Department of Sanitation has the following vehicles and equipment that are no longer being used:

<u>Asset #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Description</u>	<u>VIN/Serial Number</u>
1985	1975	Ford		Fire Truck	D80CVV07490
2514	1989	Ford	6610	Farm Tractor	BB64918
1970	1998	Ford	F150	2WD Pickup Truck	1FTZF1827WNB31794
2408	2001	Caterpillar	D6R	Dozer	5LN03242
0091	2002	Dodge	Dakota	2WD Pickup	1B7FL16X225676436
1978	2004	Dodge	2500	4X4 Pickup Truck	3D7KV28C14G193662
1977	2004	Dodge	2500	4X4 Pickup Truck	3D7KU28C74G193665
2462	2004	Ford	F250	4X4 Pickup Truck	1FTNX21L44EB22133
2409	2004	Morbark	7600	Horizontal Grinder	1851039
2419	2004	Case	JX95	Farm Tractor	HFJ021187
2419	2004	Rhino	Turbo 120	Rotary Cutter	10110
2507	2005	Interstate	Loadrunner	4X6 Cargo Trailer	4RACS10145C003380
2523	2008	Ford	F350	2WD Pickup Truck	1FDWF37R08EB82646
2519	2008	Chevrolet	2500	4X4 Pickup Truck	1GCHK29K98E213489
		Doosan		Excavator Bucket	

We formally request the removal of these items from the Department's fixed asset inventory for disposal. If approved, these items will be auctioned via an online auction, such as GovDeals.com or PublicSurplus.com, and/or sold as scrap metal.

Please let me know if you have any questions or concerns regarding this request.



City of Conway, Arkansas
Resolution No. R-17- _____

**A RESOLUTION AUTHORIZING THE DEPARTMENT OF SANITATION TO
 CONDUCT CITYWIDE CLEANUPS, AND FOR OTHER PURPOSES.**

Whereas, the City Council of the City of Conway, Arkansas (“ City Council”) seeks to provide for the health, safety, and welfare of the citizens generally and to foster a sense of civic pride; and

Whereas, citywide cleanups will enhance the beauty of the City by allowing residents an opportunity to dispose of household solid waste including, but not limited to, furniture, appliances, carpet, toys, and other household debris that often clutters garages, yards, and neighborhoods; and

Whereas, citywide cleanups will enable the Department of Sanitation to provide another level of service to the citizens of Conway; and

Whereas, each Spring and Fall the Department of Sanitation will provide staffed locations and roll-off containers at four (4) sites throughout the City, one in each City Ward; and

Whereas, the Faulkner County Judge has proclaimed the month of April to be “Cleanup Faulkner County Month” in honor of the late Arkansas Senator Stanley Russ; and

Whereas, the Faulkner County Judge has requested that the residents of Faulkner County pay the same per ton tipping fee at the Conway Sanitary Landfill as Conway residents for the month of April to encourage participation in the countywide cleanup.

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

Section 1. That the City Council hereby authorizes the Department of Sanitation to provide semiannual citywide cleanups for the residents of the City of Conway.

Section 2. That cleanups will be funded by the Department of Sanitation’s operating budget when economically feasible and are intended to serve residential rate payers. These events are not intended for commercial haulers or contractors. Commercial vehicles and/or hauling will not be allowed at the cleanup sites.

Section 3. That the City Council hereby authorizes the Department of Sanitation to charge Faulkner County residents the same per ton tipping fee at the Conway Sanitary Landfill that Conway residents pay during the month of April.

PASSED this 28th day of March, 2017.

Attest:

Approved:

Michael O. Garrett
 City Clerk/Treasurer

Mayor Bart Castleberry



**City of Conway, Arkansas
Ordinance No. O-17-_____**

AN ORDINANCE APPROPRIATING FUNDS & AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH SOWELL ARCHITECTS, INC. FOR THE PROFESSIONAL SERVICES AGREEMENT FOR THE TENNIS COURT; AND FOR OTHER PURPOSES

Whereas, the Conway City Council has approved the project of a Tennis Center on the Parks A&P Funded Project List; and

Whereas, the Conway City Council has approved the professional service agreement from Sowell Architects, Inc. for the Tennis Center; 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 Sowell Architects, Inc. to provide professional services for the Tennis Center project.

Section 2. The City of Conway shall appropriate an amount of \$117,000.00 from Parks and Recreation A&P Fund Balance Appropriation (252-000-4900) to the Conway Parks Department Parks General CIP Account (252-162-5990).

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

PASSED this 28th day of March, 2017.

Approved:

Mayor Bart Castleberry

Attest:

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

AIA[®] Document B104[™] – 2007

Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AGREEMENT made as of the Twenty-first day of March in the year Two Thousand Seventeen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Conway
1201 Oak Street
Conway, AR 72032

and the Architect:
(Name, legal status, address and other information)

Sowell Architects, Inc.
1315 North Street, Suite 100
Conway, AR 72034

for the following Project:
(Name, location and detailed description)

Conway Tennis Center
Laurel Park
Conway, AR

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

The project consists of design and construction of a new 8 court tennis facility with two buildings containing pro shop, offices, restrooms, dressing area and interior viewing areas, located at the Southwest corner of Prince and Western streets.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

Init.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall

Init.

not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

Init.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

Refer to Attachment "A" for additional services.

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services Twenty-five (25) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within Thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project

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and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of

Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[X] Arbitration pursuant to Section 8.3 of this Agreement

[] Litigation in a court of competent jurisdiction

[] Other *(Specify)*

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by,

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mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

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§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

| Compensation shall be a fixed fee of Seventy-five Thousand Six Hundred Dollars (\$75,600.00)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

| Refer to Attachment "A" for compensation for Additional Services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

| Refer to Attachment "A" for compensation for Additional Services.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design	Twenty	percent (20	%)
Design Development Phase	Fifteen		15	
Construction Documents Phase	Forty	percent (40	%)
Bidding Phase	Five	percent (5	%)
Construction Phase	Twenty	percent	20	
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Refer to Attachment "A" for hourly billing rates.

Employee or Category	Rate
----------------------	------

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

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§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

six % annually

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

1. The Architects services shall include HVAC, electrical and plumbing engineering design and drawings in the compensation.
2. Refer to Attachment "B" for civil engineering and landscape architecture scope of services and fees. The compensation of Forty Thousand Nine Hundred Twenty-five Dollars (\$40,925.00) will be included on the Architect's invoices as a reimbursable expense.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:
(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER City of Conway

ARCHITECT Sowell Architects, Inc.

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

Init.

Additions and Deletions Report for AIA[®] Document B104[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:21:05 on 03/21/2017.

PAGE 1

AGREEMENT made as of the Twenty-first day of March in the year Two Thousand Seventeen

...

City of Conway
1201 Oak Street
Conway, AR 72032

...

Sowell Architects, Inc.
1315 North Street, Suite 100
Conway, AR 72034

...

Conway Tennis Center
Laurel Park
Conway, AR

PAGE 2

The project consists of design and construction of a new 8 court tennis facility with two buildings containing pro shop, offices, restrooms, dressing area and interior viewing areas, located at the Southwest corner of Prince and Western streets.

PAGE 5

Refer to Attachment "A" for additional services.

...

§ 4.2.1 The Architect has included in Basic Services Twenty-five (25) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

...

§ 4.2.3 If the services covered by this Agreement have not been completed within Thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 8

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User Notes:

(930106201)

Arbitration pursuant to Section 8.3 of this Agreement

PAGE 10

Compensation shall be a fixed fee of Seventy-five Thousand Six Hundred Dollars (\$75,600.00

...

Refer to Attachment "A" for compensation for Additional Services.

...

Refer to Attachment "A" for compensation for Additional Services.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as otherwise stated below:

PAGE 11

<u>Schematic Design</u>	<u>Twenty</u>	percent (<u>20</u>)	(%)
<u>Design Development Phase</u>	<u>Fifteen</u>		<u>15</u>		
<u>Construction Documents</u>	<u>Forty</u>	percent (<u>40</u>)	(%)
<u>Phase</u>					
<u>Bidding Phase</u>	<u>Five</u>	percent (<u>5</u>)	(%)
<u>Construction Phase</u>	<u>Twenty</u>	percent	<u>20</u>		

...

Refer to Attachment "A" for hourly billing rates.

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

PAGE 12

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

six % annually

...

1. The Architects services shall include HVAC, electrical and plumbing engineering design and drawings in the compensation.

2. Refer to Attachment "B" for civil engineering and landscape architecture scope of services and fees. The compensation of Forty Thousand Nine Hundred Twenty-five Dollars (\$40,925.00) will be included on the Architect's invoices as a reimbursable expense.

...

OWNER City of Conway

ARCHITECT Sowell Architects, Inc.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:21:05 on 03/21/2017 under Order No. 3343295461_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2007, Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

ATTACHMENT "A"
Conway Tennis Center

ADDITIONAL SERVICES

1. Coordination of furniture and equipment, assistance with bid package and meetings with owner's interior designer and product suppliers/installers. Compensation to the architect shall be four percent (4%) of the contract sum between owner and vendor(s).

2. All other services not described in this agreement as included in Basic Services or Additional Services items of this ATTACHMENT A, including services that may arise during the course of the Project. The Owner will be notified before any Additional Services applicable at hourly rates would apply. Compensation for services rendered shall be based on standard hourly rates as follows:
 - Principal-in-charge at the fixed rate of Two Hundred Dollars (\$200) per hour.
 - Project Architect at the fixed rate of One Hundred Ten Dollars (\$110) per hour.
 - Architect at the fixed rate of One Hundred Ten Dollars (\$110) per hour.
 - Clerical work at the fixed rate of fifty dollars (\$50) per hour.



ATTACHMENT "B"
Conway Tennis Center

March 14, 2017

Mr. Rik Sowell, AIA
1315 North Street, Suite 100
Rik Sowell Architects
Conway, Arkansas 72034

RE: Laurel Park Tennis Facility
2310 Robinson Ave.
Conway, Arkansas 72034

Dear Mr. Sowell,

Attached please find our proposed scope of services and fee for the Laurel Park Tennis Facility Project. Please give me a call if you have any questions and thank you for this opportunity.

Sincerely,

HALFF ASSOCIATES, INC.

James Arbuckle Sr., PE
Vice President

**ATTACHMENT A
PROPOSED SCOPE OF SERVICES**

**Laurel Park Tennis Facility
Conway, Arkansas**

PROJECT DESCRIPTION

The Laurel Park Tennis Facility Project consists of eight new outdoor courts, a new parking lot, two new buildings that will house a restrooms, locker rooms, and an indoor viewing area. The proposed scope is broken down by phases and is expected to include various design services as shown below:

BASIC SERVICES

PHASE 1 – Design Services

- Task 1 – 30% Submittal (Schematic, Survey, Geotechnical, Coordination Meetings)
- Task 2 – 60% Submittal (Site Design Package)
- Task 3 – 90% Submittal (Final Site Design Package)
- Task 4 – 100% Submittal (Address Comments, Project Manual)

PHASE 2 – Bid & Award

- Task 1 – Pre-Bid Conference and Construction Administration
- Task 2 – Meetings/Site Visits
- Task 3 – RFI's & Shop Drawings

TECHNICAL STANDARDS AND PROCEDURE ASSUMPTIONS

- AutoCAD and Civil 3D computer applications will be used for all design and plan sheets produced on this project, as well as the following:
- City of Conway Design Standards and Conway Corporation Utility requirements.
- Americans with Disabilities Act (ADA) Regulations

ITEMS EXCLUDED FROM SCOPE OF SERVICES

- Geotechnical investigation/recommendations, structural design for site retaining walls, traffic studies
- Site lighting design, signage, utility main extensions, boundary street improvements
- Environmental site assessments, flood studies, floodplain/wetlands determinations, map revisions
- Ownership search and title work, construction staking, easement acquisition, annexation petitions
- Construction staking, as-built drawings, materials testing, full time inspection
- Filing fees, permit fees, reproduction expenses, and mileage. These costs will be invoiced to the Client as direct reimbursable expenses.

BASIC SERVICES

PHASE 1 – DESIGN SERVICES

The Phase 1 design process will follow the standard 30/60/90/100 staged submittal. All plans will be developed in 36"x24" format. Each submittal will require a review from the Client and/or the City that is expected to be one (1) week each in order to maintain the project schedule. Upon completion of the design services phase, a complete design package will be submitted to Rik Sowell Architects (Client) and The City of Conway to begin the review process.

Task 1 – 30% Submittal

Upon receipt of a Notice to Proceed from Client, we will begin collection of data and preparation of the 30% design plans.

1. Preliminary Design

1.1. Data Collection

- 1.1.1. Conduct an initial meeting with Client and/or city staff and key design team members to review work plan, establish key dates, discuss public input, and review design parameters.
- 1.1.2. Identify all utilities (City owned and private) and meet with the utility companies to collect existing and proposed/planned utility location plans. Prepare base map.
- 1.1.3. Perform boundary and topographic survey. Identify potential trees for preservation and trees that may be considered for removal.
- 1.1.4. Coordinate geotechnical investigation with selected geotechnical consultant. This service will be billed directly to the Client or the City of Conway.

1.2. Preliminary Layout

- 1.2.1. The preliminary site plan, including tennis courts, locker rooms, restroom facilities, and supporting amenities, will be provided by the Client to be used for site design.
- 1.2.2. Meet with Client and/or City staff at a maximum of two (2) meetings to discuss site layout.

1.3. Utilities

- 1.3.1. Identify existing utilities to provide service to project.
- 1.3.2. Meet with Conway Corp to review requirements.

1.4. Lighting – site lighting design will be provided by the preferred sports lighting manufacturer. Halff will coordinate the lighting design with the proposed site design.

1.5. Tennis Courts – coordinate with city preferred tennis court contractor for special site provisions concerning the proposed tennis courts.

1.6. Engineers Estimate of quantities – prepare a quantity takeoff for use by the Client in preparing an estimate of cost for all design items associated with the schematic site plan based on current market bidding information.

Task 2 – 60% Submittal

Receive City comments from the 30% plan submittal and begin preparation of the 60% design plans.

1. Site Design

- 1.1. Plans – continue development of 30% plans that will include the following additional sheets:
 - 1.1.1. Cover Sheet

- 1.1.2. Site Demolition Plan
- 1.1.3. Project Layout Sheet/Dimensioning Plan
- 1.1.4. Grading & Drainage Plan (Including storm water detention as required)
- 1.1.5. Erosion Control Plan
- 1.1.6. Preparation of Storm Water Pollution Prevention Plan (SWPPP) for ADEQ submittal
- 1.1.7. Site Utility Plan
- 1.1.8. Landscape Plan
- 1.1.9. Irrigation Plan
- 1.1.10. Site Details
- 1.1.11. General Notes
- 1.2. Sports Lighting Plan will be prepared by others and referenced on the site utility plan.
- 1.3. Meet with Client and/or City staff one (1) time to discuss project status.
- 1.4. Engineers Estimate of quantities – prepare a quantity takeoff for use by the Client in preparing an estimate of cost for all design items associated with the site design using current industry prices.

2. Sports Lighting

- 2.1. Coordinate electrical utility service needed for the sports lighting with the project electrician.

Task 3 – 90% Submittal

Receive City comments from the 60% plan submittal and begin preparation of the 90% design plans and estimates.

1. Site Design

- 1.1. Plans – continue development of 60% plans that will include the following additional sheets:
 - 1.1.1. Cover Sheet
 - 1.1.2. Demolition Plan
 - 1.1.3. Project Layout Sheet/Dimensioning Plan
 - 1.1.4. Grading & Drainage Plan
 - 1.1.5. Erosion Control Plan
 - 1.1.6. Preparation of Storm Water Pollution Prevention Plan (SWPPP) for ADEQ submittal
 - 1.1.7. Site Utility Plan
 - 1.1.8. Landscape Plan
 - 1.1.9. Irrigation Plan
 - 1.1.10. Site Details
 - 1.1.11. General Notes
- 1.2. Sports Lighting Plan will be prepared by others and referenced on the site utility plan.
- 1.3. Meet with Client and/or City staff one (1) time to discuss project status.
- 1.4. Estimate of Probable Construction Cost – after conducting a quantity take-off of the plans, prepare a cost estimate using latest industry prices.
- 1.5. Engineers Estimate of quantities – prepare a quantity takeoff for use by the Client in preparing an estimate of cost for all design items associated with the site design using current industry prices.

2. Sports Lighting

- 2.1. Reference site lighting fixture pole spacing prepared by others.
- 2.2. Coordinate with structural engineer to provide the required pole base details.

Task 4 – 100% Submittal to Client and the City of Conway

Receive City comments from the 90% plan submittal and begin preparation of the 100% design plans as well as the project manual.

1. Address City Comments
 - 1.1. Incorporate final comments from the Client and City and prepare final (sealed) plans for submittal and bidding.
 - 1.2. Meet with Client and/or City staff one (1) time to discuss final plans.
 - 1.3. Prepare final quantity take off for use in Estimate of Probable Construction Cost by the Client.
2. Project Manual
 - 2.1. Prepare project specifications for use in the project manual prepared by the Client.
 - 2.2. Insert standard specifications and any special specifications as required.

PHASE 2 – BID & AWARD**Task 1 – Pre-Bid Conference & Construction Administration**

1. Pre-Bid Conference
 - 1.1. Attend pre-bid conference.
2. Clarifications
 - 2.1. Respond to contractor questions and provide clarifications as needed during bid advertisement.

Task 2 –Meetings

1. Meetings
 - 1.1. Attend one (1) pre-construction meeting which includes meeting preparation and post-meeting clarifications
 - 1.2. Attend eight (8) site meetings at the construction location at the request of the Client/City. In addition, site observations of major construction items will be provided by the geotechnical consultant for testing and quality control of materials.

Task 3 – RFI's & Shop Drawings

1. RFI's
 - 1.1. Review and respond to Requests for Information (RFI's) provided by the contractor. This may include engineering analysis and design modifications.
2. Shop Drawings
 - 2.1. Review and approve shop drawings submitted by contractor during construction.



**ATTACHMENT B
PROPOSED FEE SCHEDULE**

**Laurel Park Tennis Facility Project
Conway, Arkansas**

BASIC SERVICES

Boundary and Topographic Survey	\$4,870.00
Design	\$29,170.00
Bid/CA	\$6,885.00

TOTAL BASIC FEE **\$40,925.00**

TOTAL PROJECT FEE	\$40,925.00
--------------------------	--------------------

The fees for Items I, II, and III established above, shall be considered lump sum. Our services will be invoiced monthly based on hourly work completed. Costs incurred will be carefully monitored during the progress of this project and the fees will not be exceeded without prior approval from the Client.

IMPORTANT *** IMPORTANT *** IMPORTANT

**THIS AGREEMENT MUST BE EXECUTED AND
RETURNED WITH SECURITY AND CLEANING
DEPOSIT BY CLOSE OF BUSINESS
ON **XX/XX/XXXX****

**FAILURE TO DO SO WILL RESULT
IN LOSS OF DESIRED DATES**

**CONWAY EXPO CENTER, EVENT CENTER AND FAIRGROUNDS
LICENSE AGREEMENT**

This License Agreement (hereinafter the "Agreement") is made and entered into by and between the City of Conway, Arkansas, acting by and through the Conway Parks & Recreation Department (hereinafter the "City")

and

_____ (the "Licensee") whose address is _____

The Conway Parks & Recreation Department, as Agent for the City, is the operator of the Conway Expo Center, Event Center and Fairgrounds (hereinafter collectively the "Facilities"). Licensee desires to use those portions of the Facilities indicated in **Exhibit A** (hereinafter the "Premises") for an event of the type described in, and on the Usage Dates and Times set forth in, **Exhibit A** (hereinafter the "Event"):

For and in consideration of the mutual agreements herein contained, the parties hereto covenant and agree as follows:

SECTION 1. GRANT OF LICENSE. The City hereby grants to Licensee, and Licensee hereby accepts, a license, subject to the terms and conditions set forth herein, to use the Premises for the Event.

SECTION 2. FEES, SUPPORT CHARGES, SECURITY & CLEANING DEPOSIT, AND FINAL BILLING. All amounts, fees, support charges and deposits due and payable to the City under this Agreement shall be paid in U.S. funds by certified cashier's check, money order or cash, or as otherwise approved by the City. The City may, in its sole discretion, elect to require that payment of any amount due and payable under this Agreement be made by cashier's check.

(a) **Fees.** In exchange for the use of the Premises for the Event, Licensee shall pay to the City the applicable fees specified in **Exhibit B**.

(b) **Support Charges.** Upon mutual agreement with the Licensee, the City shall provide additional support services, equipment and/or utilities. Licensee shall pay the applicable fees set forth in **Exhibit B** for any such services, equipment and/or utilities provided by the City. These and any other applicable charges shall be listed on the invoice described in Section 2, subsection (d), below.

(c) **Security and Cleaning Deposit.** Licensee shall pay a security and cleaning deposit immediately upon the execution of this Agreement by the parties. The amount of the security and cleaning deposit shall be **\$0,000.00** (hereinafter "Deposit"). If Licensee pays the Deposit by check or money order, the City will cash or deposit the check or money order immediately upon receipt. If, for any reason, any check or money order written for the Deposit is dishonored, Licensee shall be in default of this Agreement. The Deposit paid by Licensee, or a portion thereof, shall be reflected as a credit in the invoice described in subsection (d), below, provided that all the following conditions are met:

(i) Licensee shall not change, or request or purport to change, the Event type, dates or times from those stated in **Exhibit A**.

(ii) Licensee shall not cancel the Event or fail to use the Premises for the Event as set forth in this Agreement.

(iii) Licensee shall leave the Facility and Premises in a clean and orderly condition.

(iv) Licensee's use of the Premises shall not exceed the dates and times set forth in **Exhibit A** for access to the Premises for set-up/break-down and for the Event.

(v) City staff time outside of the dates and times indicated in **Exhibit A** for access to the Premises for set-up and for the Event shall not be required as part of Licensee's use of the Premises.

- (vi) All City property and equipment shall be accounted for and undamaged.
- (vii) Licensee shall not cancel or reschedule the Event, or fail to use the Premises as set forth in this Agreement.
- (viii) All policies governing alcohol consumption and tobacco use shall be fully complied with.
- (ix) All rules and procedures governing the use of the Facilities shall be fully complied with.

If the above conditions are not met to the satisfaction of City staff, amounts shall be deducted from the Deposit and be reflected on the invoice described in Section 2, subsection (d), below. The amounts to be deducted shall be determined in the City's sole discretion. If the cost of any cleaning and/or repair of the Facilities which is necessitated by Licensee's use exceeds the amount of the Deposit, the Licensee shall pay the City for those additional costs, which will be set forth in the invoice. Any repairs necessitated by Licensee's use of the Premises or Facilities shall be billed to Licensee at the full cost incurred by the City and shall include any labor costs. If any over-time pay becomes due to any City employee as a result of Licensee's use of the Premises or Facilities, the Licensee shall be invoiced for and shall compensate the City for same at twice that employee's regular hourly pay rate.

(d) **Final Settlement.** The City shall issue an invoice following the end of the Event which shall incorporate all fees, charges and/or credits (hereinafter "Invoice"). Licensee shall pay the balance of the Invoice in full within thirty (30) days following issuance of the Invoice. That date shall be considered as the date of final settlement. Licensee agrees that unpaid balances on the Invoice are subject to an interest charge of the maximum interest permitted under Arkansas law. Licensee shall be liable for all expenses, including attorney's fees, incurred by the City to collect delinquent or unpaid amounts.

SECTION 3. LIMITATIONS ON SCOPE OF LICENSE. The City reserves the right to use, access, and permit others access to use and access, the Facilities and Premises, and to use same and the equipment thereof and any related property, easements, and facilities under control of the City. Licensee acquires no exclusive right to use the Facilities and Premises and equipment other than the use of the Premises during the License term. The City reserves the right to deny access to the Facilities and to any related property or easements under the control of the City to any person in its sole discretion. Licensee shall comply with all laws including civil rights laws and other laws prohibiting discrimination.

SECTION 4. EXCLUSIVE SERVICES. The City and its designated providers have sole rights to provide the following goods, equipment or services for the Facilities and Premises:

- (a) Electrical, gas, water or any other utilities.
- (b) All wired and wireless telecommunication services (voice and data), equipment and transmission lines.
- (c) **Food and beverages.** Neither Licensee nor any other person shall sell, serve or dispense any food or beverage at or upon the Facilities without the prior written approval of the City upon such terms and conditions as the City may require. Licensee shall obtain any and all catering services required for the Event from a catering company listed in **Exhibit C**.
- (d) **Tables, chairs, bleachers and any other furniture.** All tables, chairs, bleachers and other furniture used in or upon the Facilities during the Event shall be rented by Licensee from the City for the fees set forth in **Exhibit B**. If the City elects, in its sole discretion, to allow Licensee to use tables, chairs, or bleachers from a source other than the City, Licensee shall pay the City, in addition to any and all other fees due under this Agreement, \$1 per chair, \$13 per bleacher, and \$3 per table.

SECTION 5. INSURANCE.

(a) **Coverage Required.** Prior to entry upon the Facilities by any of its representatives, employees, invitees or guests, and until the Event is completed, Licensee shall procure and maintain the following types and limits of insurance from a company or companies acceptable to the City. The City shall be named as an additional insured on all of the policies

described below and such coverage shall be provided on a primary basis and shall not contribute with other available insurance:

(i) Commercial General Liability – Minimum Coverage and Limits:

- (A) Combined single limit for premises, products and completed operations, including contractual – \$1,000,000 limit each occurrence and \$2,000,000 limit aggregate.
- (B) Combined single limit for personal and advertising injury – \$1,000,000 limit.
- (C) Damage to the Facilities – \$300,000 limit.
- (D) Medical payments – \$5,000 limit.

(ii) Automobile Liability – Minimum Coverage and Limits (unless no vehicular access is associated with the Event):

- (A) \$1,000,000 each accident to provide coverage for any owned and non-owned vehicles used by Licensee upon the Facilities, including loading or unloading hazards.

(iii) Workers Compensation – Minimum Coverage and Limits – If applicable. If Licensee’s employees perform any labor or work on the Premises, Licensee agrees that it is responsible for its compliance with Arkansas workers compensation law, or any other state workers compensation law that applies.

(iv) Umbrella/Excess – Minimum Coverage and Limits – Applicable if necessary to meet required limits of liability.

(b) **Evidence of Insurance.** Licensee shall provide to the City evidence of all insurance required by this Agreement at least 7 days prior to the earliest date and time set forth in **Exhibit A** for access to the Premises.

(c) **Licensee Insurance.** Licensee acknowledges that it has adequately insured itself and its employees, representatives, participants, members, agents, servants, Event attendees, occupants, invitees, licensees, and/or guests, and any personal property it brings upon the Facilities, and that it must look solely to that insurance in the event of any injuries or damage which may occur in the Facilities, from whatever source, and not to the City.

SECTION 6. INDEMNIFICATION. Licensee covenants and agrees that it shall indemnify, save, hold harmless and defend, with counsel acceptable to the City, the City (including its elected officials, officers, agents and employees) from and against any and all suits, proceedings, claims, causes of action, awards (including any punitive awards) and damages asserted by or awarded to any person or entity, including the Licensee, arising out of, resulting from, or in any way related to Licensee’s use or intended use of the Facilities or Premises, or to cancellation of the Event by the City.

SECTION 7. INTELLECTUAL PROPERTY. Licensee warrants that no music, artistic work or other property protected by copyright will be performed, produced, exhibited or used, nor will the name of any entity protected by trademark be unlawfully reproduced, exhibited or used during Licensee’s use of the Facilities or Premises, unless Licensee has obtained written authorization or license from the copyright or trademark holder. Licensee shall supply to the City a true and correct copy of any such license or authorization upon written request by the City. Licensee covenants that it will observe and strictly comply with all laws, including those respecting copyright and trademarks, and warrants that it will not infringe any related statutory, common law or other rights of any person during its use of the Facilities or Premises.

SECTION 8. PERMITS AND TAXES.

(a) **Permits.** Licensee is solely responsible for obtaining, and shall obtain, any permits or licenses required by law for Licensee’s use of the Facilities and/or Premises.

(b) **Taxes.** Licensee is solely responsible for the collection and/or payment of all taxes, fees and charges required by any legal authority associated with its use of the Facilities or Premises.

SECTION 9. OPERATIONS UNDER LICENSE.

(a) **The City.** The City shall permit Licensee to use the Premises for the purpose and duration of the Event. The City shall furnish at its expense reasonable heat, air conditioning, water and lighting for ordinary use (from fixtures installed for routine use) during the Event. The City shall furnish routine housekeeping services as deemed necessary by City staff to keep the premises clean and orderly during the Event. The City will furnish such other services and equipment as Licensee may require for the fees specified in **Exhibit B**.

(b) **The Licensee.** Licensee shall use the Facilities and Premises and conduct its operations in a safe and careful manner and shall at all times fully comply with and observe the terms and provisions of this Agreement and any and all rules and regulations published by the City pertaining to the Facilities and/or Premises. Licensee shall permit free access by the City to the Facilities and/or Premises and not interfere with the City in the exercise of its powers to ensure the safe and orderly operation of same. Licensee shall obtain the City's prior written approval of all advertising regarding the use of the Premises and insure that said advertising is accurate and true. Licensee shall use the Facilities and Premises only on the date or dates, and during the hours, specified in **Exhibit A**.

(c) **No Damage.** Licensee is responsible for any and all damage to the Facilities and Premises caused at any time, before, during or after the Event, by Licensee or its employees, agents, contractors, invitees or Event attendees. Licensee shall not allow any person to screw or otherwise fasten any item to the Facilities' floors, walls, or trusses. Licensee shall not place or cause to be placed in or upon the Facilities or Premises any load weighing in excess of rated pounds per square foot limits established by the City.

(d) **ADA Compliance.** The parties agree that the Facilities and Premises comply with all structural requirements of the Americans with Disabilities Act ("ADA"). The Licensee shall be responsible to comply with all other aspects of the ADA and any other applicable laws.

(e) **Seating Capacity.** Licensee shall not print, sell or dispose of, or permit to be printed, sold or disposed of, tickets in excess of the seating capacity for the Premises noted in **Exhibit A**, nor shall Licensee admit a larger number of persons upon the Premises than which, in the sole judgment of the City, may safely and freely move about in or upon the Premises.

(f) **City's Continuing Rights to Access and Control.** The City shall have full access to the Facilities and Premises at all times during the Event. The City shall have the power to issue such rules and regulations as it may deem necessary and/or desirable for the safe and orderly operation of the Facilities and Premises during the Event. The City shall have sole discretion and authority to remove any person from the Facilities and/or Premises for any lawful reason and at any time.

(g) **Security, Parking and Safety Services.** The City reserves the right to require that Parks Department or public safety personnel be present at the Facilities or Premises at any time. Licensee is solely responsible for providing adequate security for the Event. If, in the City's sole judgment, the Event necessitates traffic or parking controls, has the potential of creating a public safety hazard, or is of such a size or type as to require specific security plans, Licensee shall make provision, at its sole cost, for any traffic, security or parking requirements of which it may be informed in writing by the City prior to the Event. The Conway Fire Department may, in its sole discretion, require Licensee to develop a plan for provision of safety services (hereinafter "Safety Services Plan") during the Event, both for the participants of the Event and for the persons directly or indirectly affected by the Event. Licensee shall contact the Conway Fire Department at (501) 450-6147 at least thirty (30) days prior to the Event to determine whether a Safety Services Plan is required. If required, the Safety Services Plan must be reviewed and approved by Conway Fire Department before Licensee enters upon or occupies the Premises for the Event. Licensee shall implement any required Safety Services Plan at all times during the Event, and shall bear any and all costs of same.

SECTION 10. WIRELESS INTERNET SERVICES. The City may or may not offer limited, complimentary wireless internet service (hereinafter "Wi-Fi") within certain portions of the Premises and Facilities during the Event. Any such Wi-Fi service is intended for general web browsing by Event attendees. Licensee acknowledges that any such service is not intended to be used by Licensee during the Event for its presentations or demonstrations that rely on internet connectivity. Licensee acknowledges that the complimentary Wi-Fi service may be subject to events over which the City has no control, including but not limited to, equipment failure, telecommunications interruptions, internet service interruptions, and power outages, and as such, Licensee agrees that the City is not responsible for Wi-Fi service degradation or interruptions. Licensee

agrees that it has sole responsibility for ensuring the security of its own computer equipment, software and data and that no such security or protection is provided by the City. The City may at any time withdraw or suspend any complimentary Wi-Fi service, change the specifications of manner of its use, or change access codes, usernames, passwords or other security information necessary to access the Wi-Fi service.

SECTION 11. CHANGES TO EVENT DATES, TIMES OR TYPE. Licensee shall not change or purport to change or reschedule the Event dates or times from those set forth in **Exhibit A** without written permission from the City. The City reserves the right to accept or reject any proposed change to the Event dates or times, in its sole discretion. If the City agrees to a change in the Event dates or times, the Licensee and City must execute a separate version of this Agreement, and Licensee must pay a separate security deposit, before any dates and times other than those stated in **Exhibit A** may be considered reserved. Licensee shall not alter the nature or type of the Event or its use of the Premises from that described in this Agreement, without written permission from the City. The Facility and Premises shall not be used and/or marketed for any purpose other than for the Event described in this Agreement without written permission from the City. If Licensee requests or purports to change the Event type, dates or times from those set forth in this Agreement, with or without the City's written permission, the Deposit paid by Licensee under this Agreement shall be forfeited in full to the City.

SECTION 12. CANCELLATION BY THE CITY. The City may cancel the Event and require Licensee to vacate the Premises and/or Facilities at any time, for any reason. If the Event is canceled by the City for a reason other than breach of this Agreement by Licensee, the Deposit actually received by the City shall be refunded to Licensee, less any deductions for necessary repairs as set forth herein, within thirty (30) days of such cancellation. Said refund shall serve as Licensee's exclusive remedy for any and all claims arising out of or in any way related to cancellation of the Event by the City.

SECTION 13. FAILURE TO VACATE. Licensee shall immediately vacate the Premises at the end of the Event, or upon cancellation of the Event by the City, whichever occurs first. Should Licensee fail to do so, Licensee shall be liable for and shall pay to the City as damages either (a) the value of any license fees lost by the City by reason of Licensee's continuing presence on the Premises or (b) \$750.00 for each day or partial day on which Licensee continues to occupy the Premises, whichever amount is greater. In the event that the Facilities or the Premises are not vacated by Licensee at the end of the Event, or upon cancellation of the Event by the City, the City is authorized at the Licensee's expense to remove and to store all of the Licensee's goods, wares, merchandise and property of any kind placed therein. The City shall not be liable for any damages or loss to such property resulting from such removal and storage. The City is hereby expressly released from any and all claims resulting from or relating in any way to such removal and/or storage, including for property damage and/or conversion, and is further authorized and empowered by the Licensee to sell any such property in accordance with the law.

SECTION 14. FORCE MAJEURE. If the Facilities or Premises become unusable or if the Event is otherwise rendered commercially impracticable by reason of fire, flood, acts of God, electrical or mechanical malfunction, strike, lockout, national emergency, civil riot or disorder, acts of terrorism or war, governmental directive or law, rule, ordinance or regulation, designation of the Facilities as an emergency shelter, emergency storage and distribution facility or similar facility, or for any other reason beyond the control of either party, then either party may terminate this Agreement by delivery of written notice to the other party and any unearned portion of the Fees due hereunder shall abate, or, if previously paid, shall be refunded to Licensee. Inclement weather of any nature shall not render the Premises unusable or the Event commercially impracticable. The City shall not be liable for any loss or damage suffered by Licensee if this Agreement is terminated by either party pursuant to this provision.

SECTION 15. ASSIGNMENT. The License granted hereby may not be assigned without the City's prior written approval.

SECTION 16. DEFAULT BY LICENSEE.

(a) Licensee is in default of this Agreement if any of the following should occur: (i) Any check or money order written for the Deposit is dishonored; (ii) Licensee fails to take possession of and use the Premises at the commencement, for the duration, and for purposes of the Event; (iii) Licensee fails to vacate the Premises at either the conclusion of the Event or upon cancellation of the Event by the City, whichever occurs first; (iv) Licensee fails to pay any amounts when due; (v) Licensee causes, allows, or threatens to cause or allow, any waste or damage to the Facilities or Premises; (vi) Licensee fails to perform or observe any material term, condition or provision of this Agreement; (vii) Licensee violates any applicable

laws; (viii) Licensee files, or acquiesces in a petition for, bankruptcy, reorganization, insolvency or similar proceedings; or (ix) Licensee ceases doing business.

(b) Should Licensee default hereunder, the City may, if Licensee fails to cure such default within twenty-four (24) hours after receiving written notice from the City: (i) terminate this Agreement, revoke the license granted hereunder, and enter into and reclaim, and remove all persons and property from, the Premises and any area of the Facilities without the necessity of resorting to legal proceedings; (ii) at its option, re-license the use of the Premises or any part thereof to another person or entity for whatever compensation the City may obtain, provided however that nothing herein shall be construed as imposing any obligation on the City to re-license or attempt to re-license the Premises; (iii) retain in full the Deposit and any Fees already received under this Agreement as liquidated damages because of the difficulty of ascertaining and calculating the applicable damages; (iv) refuse entry to Licensee and its employees, agents, contractors, and event attendees; (v) refuse to commence, or to continue, the performance of the City's obligations under this Agreement; (vi) require Licensee to immediately pay all Fees contemplated herein for the completed Event, regardless of whether the Event or any portion thereof has actually taken place; or (vii) bring any action or seek any other remedies available at law or equity, or under this Agreement. The pursuit of any partial or single remedy shall not prevent the City from pursuing any other remedy.

SECTION 17. DEFAULT BY CITY.

(a) The City is in default of this Agreement if it: (i) fails to provide the Premises to Licensee during the Event; (ii) fails to perform or observe any material term, condition or provision of this Agreement; or (iii) ceases doing business.

(b) Should the City default, then Licensee may, if the City fails to cure such default within seventy-two (72) hours after receiving written notice thereof from Licensee: (i) receive a refund of the Deposit, less any deductions for cleaning or repairs, and a refund of any unearned Fees already paid to the City under this Agreement; and/or (ii) give notice of termination.

SECTION 18. MISCELLANEOUS. The City and Licensee further covenant and agree as follows:

(a) **Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties hereto with respect to the transactions contemplated hereby, and shall not be amended or modified except by written instrument signed by all of the parties. The parties hereby acknowledge and represent, by affixing their hand or electronic signatures hereto, that they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement and that any claim of such reliance would be unreasonable given their assent to this detailed Agreement. The parties hereby waive all rights and remedies, at law or in equity, arising from or which may arise as the result of a party's claimed reliance on such a representation, assertion, guarantee, warranty, collateral contract or other assurance.

(b) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the representatives, heirs, estates, successors and assigns of the parties hereto.

(c) **No Third Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or corporation, other than the parties hereto, their successors and assigns, any benefits, rights or remedies under or by reason of this Agreement.

(d) **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(e) **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Arkansas.

(f) **Attorney's Fees.** In the event the City shall employ legal counsel to protect its rights under this Agreement or to enforce any term or provision of this Agreement, then in the event the City shall prevail in any such legal action, the City shall have the right to recover from the other party all of its reasonable attorneys' fees, cost and expenses incurred in relation to such claim.

(g) **Time is of the Essence.** The obligations and undertakings of the parties hereto shall be performed within the time specified therefore; time being of the essence of this Agreement, and the failure to perform within such time shall constitute a breach of and default under this Agreement on the part of the party who fails to perform.

(h) **Severability.** If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

(i) **No Waiver.** No waiver by the City of any default shall operate as a waiver of any other default.

(j) **Consequential Damages.** Licensee acknowledges that the City is not liable for any consequential damages that may flow from the City's breach of this Agreement because the parties have not discussed any the scenarios under which such damages might be incurred and because the City has not agreed and does not agree to assume responsibility for any such consequential damages.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Licensee:

Signature

Date

Printed Name

Title

City:

Signature

Date

Printed Name

Title



CONWAY EXPO CENTER, EVENT CENTER AND FAIRGROUNDS USE APPLICATION (Exhibit A)

APPLICANT NAME: _____

ORGANIZATION OR BUSINESS NAME (If Applicable): _____

ADDRESS: _____

CITY /STATE/ZIP: _____

PHONE 1: _____ PHONE 2: _____ FAX #: _____

E-MAIL: _____ WEBSITE: _____

ALTERNATE CONTACT: _____ PHONE: _____

CHECK ONE: INDIVIDUAL OR FOR-PROFIT ORGANIZATION ____; NON-PROFIT ORGANIZATION ____

APPLICANT MUST PROVIDE ADEQUATE DOCUMENTATION OF NON-PROFIT STATUS IN ORDER TO BE ELIGIBLE FOR REDUCED NON-PROFIT USE RATES. THE ADEQUACY OF ANY SUCH DOCUMENTATION WILL BE DETERMINED BY THE CITY OF CONWAY IN ITS SOLE DISCRETION.

PROPOSED EVENT NAME: _____

PROPOSED EVENT DESCRIPTION: _____

FACILITIES YOU WISH TO USE (CHECK ALL THAT APPLY):

EXPO CENTER ____; EVENT CENTER ____; PAVILION ____

WILL THE PROPOSED EVENT BE OPEN TO THE PUBLIC? (CHECK ONE): YES ____; NO ____

MAY WE RELEASE YOUR EVENT INFORMATION TO PEOPLE CALLING FOR DATES / TIMES / VENDOR-BOOTH SPACE AVAILABILITY (CHECK ONE): YES ____; NO ____

IF YES, WHAT CONTACT INFORMATION WOULD YOU LIKE US TO PROVIDE TO PEOPLE WISHING TO CONTACT YOU? (e.g. phone number, email address, website, etc.):

If special considerations are needed regarding media release, all special request must be listed below in the "other needs/requests/comments" section AND emailed to the expo manager at time of application submission.

IS THE PROPOSED EVENT A TICKETED OR PAID-ADMISSION EVENT? (CHECK ONE): YES ___; NO ___

IF YES, PLEASE PROVIDE THE PROPOSED TICKET OR ADMISSION PRICE: \$ _____

ESTIMATED DAILY ATTENDANCE: _____

PROJECTED NUMBER OF TABLES NEEDED: _____ PROJECTED NUMBER OF CHAIRS NEEDED: _____

IF USING THE EVENT CENTER, DO YOU HAVE ANY AV OR MEDIA NEEDS? (CHECK ONE):

YES ___; NO ___; N/A: ___

IF YES, PLEASE CIRCLE ITEMS YOU WILL BE NEEDING:

AV EQUIPMENT / SOUND EQUIPMENT / MICROPHONE / LECTERN

(Please list any other specific needs or requests below)

OTHER NEEDS / REQUESTS / COMMENTS:

To better serve you we need the **EXACT** times that you wish to use the facilities, both for event days and set-up/break-down days. If approved, your event dates and times will be posted on the Conway Smart website, www.conwayarkansas.org, under the Convention Visitors Bureau, on the Conway Parks and Recreation website and social media pages, www.conwayparks.com, and the City of Conway's website, www.cityofconway.org. This is something that we provide for you at no charge.

USAGE DATES AND TIMES

PLEASE LIST BELOW ALL DATES AND TIMES DURING WHICH YOU WISH TO USE OR ACCESS THE FACILITIES:

Dates and Times:

Type of Use (Check one for each date):

Date _____	Time In _____	Time Out _____	Set-Up/Break-Down Day ___	Event Day ___
Date _____	Time In _____	Time Out _____	Set-Up/Break-Down Day ___	Event Day ___
Date _____	Time In _____	Time Out _____	Set-Up/Break-Down Day ___	Event Day ___
Date _____	Time In _____	Time Out _____	Set-Up/Break-Down Day ___	Event Day ___
Date _____	Time In _____	Time Out _____	Set-Up/Break-Down Day ___	Event Day ___
Date _____	Time In _____	Time Out _____	Set-Up/Break-Down Day ___	Event Day ___
Date _____	Time In _____	Time Out _____	Set-Up/Break-Down Day ___	Event Day ___

Applicant Signature

Date

Applicant Title (If applicable)



**EXPO CENTER, EVENT CENTER,
AND FAIRGROUNDS USE FEES
(Exhibit B)**

EXPO CENTER AND PAVILION

1. EXPO CENTER

Event Day Fees:	\$1,000 per day for individuals and for-profit organizations \$750 per day for non-profit organizations (w/ proper documentation)
Set-Up / Tear Down Day Fees:	Charged at one-half of the applicable event day rate
Table & Chair Rental	\$ 6 per table per event \$ 2 per chair per event
Bleachers	\$25 per bleacher per event
Trash	\$30 per day (set-up and event days). Trash fee includes usage of trash cans, bags, dumpster, and removal during event, and does NOT include post-event clean up.

2. PAVILION

Event Day Fees:	\$ 500 per day for individuals and for-profit organizations \$ 375 per day for non-profit organizations (w/ proper documentation)
Set-Up / Tear Down Day Fees:	Charged at one-half of the applicable event day rate
Cage, Pen, Stall, Coup Rental	\$ 5 per item per event
Trash	\$30 per day (set-up and event days). Trash fee includes usage of trash cans, bags, dumpster, and removal during event, and does NOT include post-event clean up.

3. FACILITY USE FEE

\$ 30 per hour

The facility use fee will be charged for every hour the facilities are occupied in excess of 8 hours per day. In addition to payment of any applicable facility use fees, over-time wages paid to any city employee as a result of the use of the facilities must be reimbursed to the City at the rate stated in the Agreement.

4. RV SITE RENTAL

\$ 25 per day per site (includes power and seasonal water)

Licensee: _____
(Init.)

EVENT CENTER

1. EVENT CENTER

Event Day Fees	\$200 per day for small room
	\$500 per day for all 3 small rooms
	\$275 per day for large room
	\$650 per day for all 3 large rooms

2. MEDIA PACKAGE

\$100 per day per room

Media Package include usage of all audio and/or video equipment provided by the Conway Parks and Recreation Department. Charge applies per room, per day with a maximum of \$200 per day if renting (3) rooms and a maximum of \$400 per day if renting (6) rooms.

3. FACILITY USE FEE

\$30.00 per hour

The facility use fee will be charged for every hour the facilities are occupied in excess of 8 hours per day. In addition to payment of any applicable facility use fees, over-time wages paid to any city employee as a result of the use of the facilities must be reimbursed to the City at the rate stated in the Agreement.

Licensee: _____
(Init.)



**CONWAY EXPO CENTER, EVENT CENTER AND FAIRGROUNDS
APPROVED CATERER LIST
(Exhibit C)**

Licensee: _____
(Init.)



EXPO AND EVENT CENTER CONVENTION SERVICES AGREEMENT

This Agreement ("Agreement") is entered into this day of _____, 2016 ("Effective Date"), by and between the City of Conway, a city of the first class organized under the laws of the State of Arkansas (hereinafter, "City"), and _____ (hereinafter, "Vendor").

RECITALS

WHEREAS, City owns the Conway Expo and Event Center, a facility located 2505 East Oak St., Conway, AR (hereinafter, "Expo"); and

WHEREAS, Vendor is _____ (hereinafter, "vendor"); and

WHEREAS, Vendor wishes to be the exclusive convention services vendor for the expo and event center; and

WHEREAS, City desires to raise additional revenue with which to fund City operations and services;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. Term

A. City hereby agrees to allow vendor to be the sole provider of convention services for the expo center for a term beginning July 1st, 2016 and ending December 31st, 2017 (hereinafter "the Term").

B. The parties may agree to renew this agreement following the expiration of the Term, but under no circumstances shall either party be required to do so. Vendor shall exercise such renewal option, if at all, by giving written notice to City not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the fee structure set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Agreement.

2. Payment

Vendor shall pay to City 10% of total revenue generated from vendor's services at the expo and event center for said term. Payment shall be due to City at 10 Lower Ridge Road, Conway, Arkansas 72032 or at such other place designated by written notice from City. Payments to the city shall be due quarterly throughout the duration of this agreement and the vendor will provide an invoice to the Parks Department after each event serviced.



Parks and Recreation
10 Lower Ridge Road
Conway, Arkansas 72032
501-450-6186 Fax 501-450-6189

3. No Payment for Convention Services by City

Vendor agrees that neither the City nor any agent or representative thereof shall be liable to pay for any goods or services provided by Vendor unless those goods or services are provided as a result of a separate written agreement between Vendor and the City.

4. Form and Content of Advertisement

Any advertisement placed on or around Expo and event center during the time of this agreement is at the sole discretion of the Conway Parks and Recreation Department.

5. Default

Should either party default in the performance of any obligation created by this Agreement, the non-defaulting party may terminate this Agreement by mailing a written notice of termination to the defaulting party at the addresses stated below for each.

6. Indemnification

Vendor covenants and agrees that it shall indemnify, save, hold harmless and defend, with counsel acceptable to the City, the City (including its elected officials, officers, agents and employees) from and against any and all suits, proceedings, claims, causes of action, awards (including any punitive awards) and damages asserted by or awarded to any person or entity, including Vendor, arising out of, resulting from, or in any way related to Vendor's activities on City property.

7. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the parties agree that the remaining provisions of the Agreement shall be unaffected.



Parks and Recreation
10 Lower Ridge Road
Conway, Arkansas 72032
501-450-6186 Fax 501-450-6189

8. Notice

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to City to:
Conway Parks & Recreation Department
10 Lower Ridge Road
Conway, Arkansas 72032

If to Vendor to:

City and Vendor shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

9. Rights under Agreement

The terms of this Agreement give Vendor no other right or benefit other than what is explicitly listed. Vendor gains no other benefit or right to use the Expo.

10. Headings

The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Agreement.

11. Entire Agreement

This Agreement represents the entire understanding of the parties and all prior negotiations, discussions and representations are merged and incorporated herein. It may not be altered, amended or modified in any respect except by written instrument signed by the party to be bound. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, but all of such counterparts shall constitute one and the same instrument.



Parks and Recreation
10 Lower Ridge Road
Conway, Arkansas 72032
501-450-6186 Fax 501-450-6189

12. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Arkansas.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF CONWAY/CONWAY PARKS & RECREATION DEPARTMENT

BY: _____
STEVE IBBOTSON, Parks Director

BY: _____
Vendor Representative and Title



Parks and Recreation
10 Lower Ridge Road
Conway, Arkansas 72032
501-450-6186 Fax 501-450-6189

Please mail to: Conway Parks and Recreation
10 Lower Ridge Rd
Conway, AR 72032

CATERING PROVIDER APPLICATION AND AGREEMENT
Conway Expo and Event Center

Name of Company: _____
(hereinafter "Caterer")

Billing Address: _____

Contact: Owner or Agent _____

Contact Telephone Number _____

Contact Email Address _____

Name of Insurance Company (for commercial liability) (Please attach policy declaration page)

I, _____ (Owner or Authorized Agent of Caterer), have read and hereby agree that Caterer shall comply with the provisions of the Conway Expo and Event Center Catering Policy, attached hereto as "Exhibit A," which shall govern the terms and conditions upon which Caterer may provide goods or services on the City's property from this date until Caterer is released from same in writing by the City.

Owner or Authorized Agent of Caterer

Date



Parks and Recreation
10 Lower Ridge Road
Conway, Arkansas 72032
501-450-6186 Fax 501-450-6189

Conway Expo and Event Center Catering Policy

Exhibit A

1. Caterer shall provide all necessary china, glassware, silverware, linens, utensils, kitchen tools, uniforms/jackets, and other equipment necessary to provide catering services, except the equipment provided by the Expo and Event Center.
2. Caterer will be provided the following items: ice machine, commercial refrigerator, freezer, sink with disposal, 1,160 square foot prep kitchen, and 60 square foot kitchen storage area.
3. Caterer shall provide labor for the placement of linens, china, glassware and utensils on tables to be used for removal immediately upon completion of said service.
4. Caterer shall be responsible for the washing of all equipment used during service, and shall provide complete janitorial and sanitation services to kitchen area following each usage of the facility. No grease is to be poured down any drain inside or outside of building.
5. Caterer shall use loading areas for loading and unloading. Immediately after unloading, vehicle or vehicles must be moved. No equipment may be placed in a manner which will block loading areas or fire exits. Caterer is responsible for cleaning loading area of spilled food, food containers, etc.
6. Caterer shall use all due precautions to eliminate loss or damage to equipment owned by the Conway Parks and Recreation Department.
7. Caterer must have a representative on the premises during the set-up, serving, and cleaning associated with the serving of food and/or beverages.
8. All fire regulations must be observed by Caterer. For information concerning fire regulations, please call the Fire Marshal at 501-450-6147.
9. Caterer shall procure prior to and maintain during the license term, the following types and limits of insurance from companies acceptable to the City:

Commercial General Liability – Minimum Coverage and Limits
 1. Combined single limit for premises, products and completed operations, including contractual--\$1,000,000 limit each occurrence and \$2,000,000 limit aggregate.
 2. Combined single limit for personal and advertising injury--\$1,000,000 limit.
 3. Damage to Rental Premises--\$300,000 limit.
 4. Medical payments--\$5,000 limit.
10. Caterer covenants and agrees that it shall indemnify, save, hold harmless and defend, with counsel acceptable to the City, the City (including its elected officials, officers, agents and employees) from and against any and all suits, proceedings, claims, causes of action, awards (including any punitive awards) and damages asserted by or awarded to any person or entity, including Caterer, arising out of, resulting from, or in any way related to Caterer's activities on City property.



Parks and Recreation
 10 Lower Ridge Road
 Conway, Arkansas 72032
 501-450-6186 Fax 501-450-6189

11. Within two (2) business days of the conclusion of any event at which Caterer has provided goods or services on City property, Caterer shall submit to the event sponsor (the person or entity with whom Caterer has separately contracted to provide those goods or services) a detailed invoice of charges for goods and services rendered by Caterer at that event. A copy of that invoice shall be provided to the City at the same time. Within thirty (30) days of the date of any such invoice, Caterer will pay to the City of Conway an amount of money equal to _____% of the total amount of any such invoice. Outstanding balances beyond 30 days of the event date shall be assessed a 5% late fee penalty of the outstanding balance. This will increase to 10% monthly beyond 60 days. If balances remain outstanding beyond 90 days, the City will remove Caterer from its list of available Convention Center caterers.
12. Caterer agrees that neither the City nor any agent or representative thereof shall be liable for payment for any goods and services provided by Caterer unless those goods or services are provided by virtue of a separate written agreement between Caterer and the City.
13. Caterer is responsible for removal of all associated trash and/or waste from premises. Caterer is allowed to use dumpster provided on premises for waste created from related catering event only.
14. With this application caterer must present a sample menu along with a sample customer catering proposal.
15. Caterer will pay a \$200 clean up fee if facility is not left in clean condition.
16. Caterer will be responsible for paying applicable state and local sales tax on all food and beverage sales.
17. Applications for catering will be taken from October 1st until November 15th yearly, approved applications will be added to the approved catering list for the following calendar year. Approved vendors will be notified prior to December 1st.

Caterer:

Signature	Date

Printed Name	Title

Parks Dept.:

Signature	Date

Printed Name	Title

Location	Square footage	Price	\$ Per Sq ft
Fort Smith	1302	\$350	\$0.27
Fort Smith	1891	\$500	\$0.26
Fort Smith (52x52)	2000	\$400	\$0.20
Fort Smith (71x30)	2000	\$500	\$0.25
Statehouse Center	620	\$175	\$0.28
Statehouse Center	1160	\$250	\$0.22
Statehouse Center	1118	\$250	\$0.22
Statehouse Center	1587	\$300	\$0.19
Statehouse (32'8"x55'4")	1817	\$500	\$0.28
Statehouse (32'8"x55'4")	1817	\$500	\$0.28
Statehouse (34'4"x56'5")	1944	\$500	\$0.26
Statehouse (34'4"x56'5")	1944	\$500	\$0.26
Statehouse Center	3487	\$1,000	\$0.29
Capital Hotel	740	\$400	\$0.54
Capital Hotel	1457	\$700	\$0.48
Capital Hotel	1504	\$700	\$0.47
Capital Hotel	1849	\$900	\$0.49
Conway Hilton Garden Inn	420	\$150	\$0.36
Conway Hilton Garden Inn	840	\$300	\$0.36
Conway Hilton Garden Inn	1640	\$600	\$0.36
TOTAL AVERAGE			\$0.29

PROPOSED EVENT CENTER PRICING

Small Rooms	849	\$200	\$0.23
Large Rooms	1092	\$275	\$0.25
All (3) small rooms	2547	\$500	\$0.19
All (3) large rooms	3276	\$650	\$0.19



MCGEE CENTER MEETING ROOMS USE AGREEMENT

This McGee Center Meeting Rooms Use Agreement (hereinafter "Agreement") is entered into between the City of Conway (hereinafter "City") and _____ (hereinafter "Applicant"). The Term of this Agreement is from the date of its signature by the Director of the Conway Parks and Recreation Department, or his authorized representative, through the latest date and time listed in attached Exhibit B, entitled "McGee Center Meeting Room Usage Dates and Times."

The purpose of this Agreement and the intent of the parties hereto is to set forth the terms and conditions under which the City will make available for use by Applicant the McGee Center meeting room or rooms which are indicated in attached Exhibit B, entitled "McGee Center Meeting Room Usage Dates and Times." (hereinafter the "Facilities").

WHEREAS Applicant desires to utilize the City-owned Facilities; and

WHEREAS the City desires to govern the reasonable and proper use of the Facilities;

Now, therefore, for and in consideration of the mutual covenants of the parties, and other good and valuable consideration as set forth herein, the parties agree as follows:

1. In exchange for timely payment of the fees described in Paragraph 3 below, the City shall reserve the Facilities and make them available for Applicant's exclusive use on the date(s,) and between the start time(s) and end time(s), indicated in attached Exhibit B entitled "McGee Center Meeting Room Usage Dates and Times" (hereinafter the "Reservation Dates").
2. The Facilities shall be used by Applicant on the following Reservation Dates_____. Usage must be for agreed upon terms and no other.
3. In exchange for reservation and use of the Facilities on the Reservation Dates, Applicant shall pay the following total fees in full to the City *at least twenty four (24) hours prior to the start time of the earliest of the Reservation Dates*: \$XXX.00. Once paid, those fees shall in no event be refundable.
4. If the fees described in Paragraph 3 above are not paid at least twenty four (24) hours prior to the start time of the earliest of the Reservation Dates, Applicant shall be considered to have forfeited all of the Reservation Dates, and the Facilities may be used on those dates for other purposes to be determined solely by the City. If, despite timely payment of the fees described above, Applicant fails to make use of the Facilities for the purposes stated herein within one hour after the start time indicated for any of the Reservation Dates in attached Exhibit B, Applicant shall be considered to have forfeited that particular Reservation Date and the Facilities may be used on that Reservation Date for other purposes to be determined solely by the City.
4. Applicant's use of the Facilities is subject to the following terms, limitations and conditions:
 - A. The City will open the Facilities _____ before the start times indicated in attached Exhibit B, entitled "McGee Center Meeting Room Usage Dates and Times."



- B. Applicant shall ensure that the Conway Parks and Recreation Department is, at all times during the Reservation Dates, in possession of a working cell phone number by which to reach the Applicant or an authorized representative of Applicant who is physically present at the Facilities.
 - C. The City retains sole discretion to close the Facilities at any time for necessary maintenance, regardless of any scheduled or intended use of the Facilities by Applicant.
 - D. The Facilities shall be used solely for the purposes stated in Paragraph 2 of this Agreement, and for no other purpose, unless another use is expressly permitted in writing by the City of Conway Parks Program Manager.
 - E. During their use by Applicant, Applicant will not do anything or allow anything to be done to the Facilities, either intentionally or by acquiescence, that would in any way damage or impair the Facilities, their structures, fixtures or equipment. If any damage occurs to the Facilities as a result of, or during, Applicant's use of the Facilities, Applicant agrees to pay the City's cost to repair such damage within thirty (30) days of presentment of a written invoice for same to Applicant at the address stated below. If any damage occurs to any other property of the City as a result of Applicant's use of the Facilities, Applicant also agrees to pay the City's cost to repair such damage within thirty (30) days of presentment of a written invoice for same to Applicant at the address stated below.
 - F. All rules and policies applicable to the Facilities' use, including but not limited to those set forth in the document entitled "Guidelines for Public Use of the McGee Center Meeting Rooms" which is attached hereto and is incorporated herein by reference as "Exhibit A" to this Agreement, are agreed to and will be followed by Applicant and Applicant's representatives, attendees, participants, members, agents, servants, occupants, invitees, licensees or guests, unless specific written permission, or a waiver of same, is obtained from the Director of the City of Conway Parks and Recreation Department. Applicant hereby acknowledges that it has been provided a copy of all rules and policies applicable to the Facility's use, including, but not limited to, those set forth in the attached "Exhibit A," and fully understands those rules and policies.
5. The City may, in its sole discretion, elect to release information to any person, organization or entity regarding the date, time and nature of any use of the Facilities by Applicant, as well as Applicant's name and contact information.
6. The City will not be liable to Applicant or Applicant's representatives, attendees, participants, members, agents, servants, occupants, invitees, licensees, guests, or to any other person, for any damages or losses to persons or property caused by other persons, including, but not limited to, negligence, theft, burglary, vandalism, or other crimes. The parties further agree that the City will not be liable to Applicant or Applicant's representatives, attendees, participants, members, agents, servants, occupants, invitees, licensees, guests, or to any other person, for personal injury or for damage to or loss of personal property from fire, flood, water leak, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities, or any other occurrence. Applicant agrees to secure insurance to protect against any and/or all of the above occurrences.



- 7. Applicant shall indemnify, hold harmless, and defend, with counsel acceptable to the City, the City (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney’s fees) which are in any way related to performance or failure to perform under this Agreement, or to the use of the Facilities or any other City-owned property by Applicant or Applicant’s representatives, attendees, participants, members, agents, servants, occupants, invitees, licensees, or guests.
- 8. Should either party default in the performance of any obligation created by this Agreement, the non-defaulting party may declare this Agreement terminated by written notice to the defaulting party at the addresses stated below for each.
- 9. This Agreement and performance hereunder by Applicant shall not be assigned or subcontracted without written consent of the City.
- 10. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions of the Agreement shall be unaffected.
- 11. This Agreement represents the entire understanding of the parties and all prior negotiations, discussions and representations are merged and incorporated herein. It may not be altered, amended or modified in any respect except by written instrument signed by the party to be bound, and shall be construed in accordance with the laws of the State of Arkansas. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, but all of such counterparts shall constitute one and the same instrument.

Agreed:

Director, Conway Parks and Recreation Department
or Authorized Representative

Date

Address:
10 Lower Ridge Road
Conway, AR 72032

Applicant or Applicant’s Authorized Representative

Date

Address:



EXHIBIT A
GUIDELINES FOR PUBLIC USE OF
THE MCGEE CENTER
MEETING ROOMS

The policy for use of the meeting rooms:

It is the philosophy of the City of Conway Parks & Recreation Department to make the meeting spaces at our facilities as widely available as possible as a public service to our community. The meeting rooms are available for use by groups regardless of race, age, gender or nationality and on a first-come, first-serve basis.

The City of Conway or Parks and Recreation activities will have priority over any other group. Regular Parks Department business must take precedence over all other activities and the use of the meeting rooms must not interfere with the operation of the Parks Department. Meetings which would interfere with the work of the Parks Department because of noise or other factors will not be permitted. The meeting rooms cannot be monopolized. The Parks Department reserves the right to decide if someone is monopolizing the meeting rooms and can give another group the meeting room instead.

Procedure for reserving meeting rooms:

Contract: A contract must be submitted before a date will be scheduled on the calendar. The contract may be obtained from Jared Permenter at jared.permenter@cityofconway.org or 501-450-6186. You may also get information regarding the McGee Center Meeting Room at www.conwayparks.com The Parks and Recreation staff will promptly confirm the meeting date.

Use of the facilities: Groups will need to be responsible for setting up (moving chairs and setting up tables) and clean up after the meeting. Do not tack or tape any materials to the walls, doors, or floor.

Food/Drinks: Food and drinks may be served at meetings but must be restricted to the meeting room. The group is responsible for food clean up.

Alcohol/Drugs and Tobacco: All City of Conway facilities are tobacco free and no alcoholic beverages or drugs are permitted on City property.

Closing up: The responsible representative should put away all table and chairs used in the meeting facility. Stack all chairs. The group promises that the facilities will be cleaned up and ready for the next group.

Not cleaning up after your event and returning tables and chairs to their proper place or damage to rooms may result in a fee to correct the damage (i.e. clean floors, paint wall, etc.) If stains/damages are present before the meeting the Parks Department staff should be notified to prevent wrongful charge.

ANY DEVIATION FROM THE ABOVE POLICIES MUST BE APPROVED BY THE PARKS DIRECTOR

Received, acknowledged and agreed to by Applicant: _____
(Initial)



EXHIBIT B
MCGEE CENTER MEETING ROOM
USAGE DATES AND TIMES

(Only those initialed by the Director of Parks & Recreation or his authorized representative apply):

Small Meeting Room Usage Dates and Times:

____ Date: _____; Start time: _____; End Time: _____;
(Initial)

____ Date: _____; Start time: _____; End Time: _____;
(Initial)

____ Date: _____; Start time: _____; End Time: _____;
(Initial)

____ Date: _____; Start time: _____; End Time: _____;
(Initial)

Large Meeting Room Usage Dates and Times:

____ Date: _____; Start time: _____; End Time: _____;
(Initial)

____ Date: _____; Start time: _____; End Time: _____;
(Initial)

____ Date: _____; Start time: _____; End Time: _____;
(Initial)

____ Date: _____; Start time: _____; End Time: _____;
(Initial)

Received, acknowledged and agreed to by Applicant: _____
(Initial)



EXHIBIT C
MCGEE CENTER MEETING ROOM
FEE RATES

1. Small Room (\$25 per time slot)

The Small meeting room is available in three (3) time slots Monday thru Saturday and one (1) time slot on Sunday:

Monday – Saturday	TIME SLOT 1 – 7:00am to 11:00am TIME SLOT 2 – 12:00pm - 4:00pm TIME SLOT 3 – 5:00pm - 9:00pm
Sunday	TIME SLOT 1 – 1:00pm - 5:00pm

2. Large Room (\$50 per time slot)

The large meeting room is available in three (3) time slots Monday thru Saturday and one (1) time slot on Sunday:

Monday – Saturday	TIME SLOT 1 – 7:00am to 11:00am TIME SLOT 2 – 12:00pm - 4:00pm TIME SLOT 3 – 5:00pm - 9:00pm
Sunday	TIME SLOT 1 – 1:00pm - 5:00pm

Received, acknowledged and agreed to by Applicant: _____
 (Initial)



**City of Conway, Arkansas
Ordinance No. O-17- _____**

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

Whereas, the Conway Police Department needs approximately \$11,900 to send Officer Heath Edens to Accident Reconstruction training and;

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

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

Section 1. The City of Conway shall appropriate funds in the amount of \$11,900 from the Seized Asset Forfeiture revenue account 250-121-4900, into the following Asset Forfeiture expense accounts:

250.121.5720 \$8,615.00
250.121.5750 \$3,285.00

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

PASSED this 28th day of March, 2017.

Approved:

Mayor Bart Castleberry

Attest:

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



**City of Conway, Arkansas
Ordinance No. O-17-____**

AN ORDINANCE APPROPRIATING REIMBURSEMENTS FUNDS FROM VARIOUS ENTITIES FOR THE CITY OF CONWAY POLICE DEPARTMENT; AND FOR OTHER PURPOSES

Whereas, the City of Conway has received reimbursements funds from the following entities:

Various Companies	\$ 26,893.24	Extra Duty Services
Arkansas State Police	\$7,016.00	DUI/Seat Belt Taskforce

Whereas, the Conway Police Department needs these funds to replenish their expenditure accounts;

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

Section 1. The City of Conway shall appropriate funds from Various Companies in the amount of \$26,893.24 from 001.121.4185 to the CPD overtime expense account, 001.121.5114.

Section 2. The City of Conway shall appropriate funds from the Arkansas State Police in the amount of \$7,016.00 from 304.000.4201 to the CPD overtime expense account 001.121.5114.

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

PASSED this 28th day of March, 2017.

Approved:

Mayor Bart Castleberry

Attest:

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



**City of Conway, Arkansas
Ordinance No. O-17-_____**

AN ORDINANCE WAIVING COMPETITIVE BIDS FOR THE PURCHASE OF A COMMAND INCIDENT COMMUNICATIONS DEVICE FOR THE CONWAY POLICE DEPARTMENT SWAT TEAM, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES

Whereas, the Conway Police Department desires to purchase one (1) Command Incident Communications Device with 2016 SWAT Grant funds; and

Whereas, Enforcement Technology Group (ETGI) is the manufacturer of this item and is the only business to distribute this item; and ETGI only sells directly to Law Enforcement Agencies.

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

Section 1. The City of Conway does hereby waive the requirement for obtaining competitive bids and does hereby approve the purchase of one (1) Command Incident Communications Device from Enforcement Technology Group (ETGI).

Section 2. This ordinance is necessary for the protection of the public peace, health and safety and an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

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

PASSED this 28th day of March, 2017.

Approved:

Mayor Bart Castleberry

Attest:

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

MEMORANDUM

TO: City Council/Mayor Bart Castleberry
FROM: Chief Jody Spradlin
DATE: March 28, 2017
SUBJECT: Request to waive bids

I respectfully request that we waive bids for the purchase of one (1) Command Incident Communications Device and accept the bid offered from Enforcement Technology Group, known as ETGI.

ETGI is the manufacturer of this item and does not have vendors to distribute such item. A sole source letter has been obtained from ETGI indicating that no others vendors exist and that ETGI sells directly to Law Enforcement Agencies. The cost for the communications device is \$23,999.95.

The communications device will be purchased with the 2016 Arkansas Department of Emergency Management SWAT grant.

Thank you for your consideration.



TO WHOM IT MAY CONCERN:

Enforcement Technology Group, Inc. (ETGI) sells Direct-Link Crisis Response Throw Phone System's directly to law enforcement and military agencies. ETGI has no distributors for Direct-Link Crisis Response Throw Phone Systems. ETGI is the sole-source provider for Direct-Link Crisis Response Throw Phone Systems.

The Direct-Link Bridge Series Crisis Response Throw Phone Systems manufactured by ETGI meets and exceeds the following specifications:

Direct-Link Bridge Series Crisis Response Throw Phone System Command Console:

The Direct-Link Bridge Series System's Command Console contains an internal rechargeable battery with dead battery circuit protection that is constructed inside a Mil-Spec Pelican[®] case and features the following integrated communication/connectivity options:

- Throw Phone/Command Console Network
- Bluetooth[®] Wireless
- Auxiliary Audio
- External Audio/Third Party Intermediary (TPI) Message Broadcast
- Commercial PBX/Digital Landline Telephone System
- Residential Analog Landline Telephone System

Direct-Link Bridge Series Crisis Response Throw Phone System Throw Phone Component:

The Direct-Link Bridge Series System's Throw Phone component features an industrial grade telephone handset constructed inside a Mil-Spec Pelican[®] case and features/possesses the following qualities:

- Clear, "see-through" lid which allows for the identification of the contents of the Throw Phone component's case without it having to be opened by the subject.
- Throw Phone component's case is wired to 100 ft. of cable via mil-spec amphenol connector.
- The first 25 ft. feature of the cable that is wired to the Throw Phone component encased in a cut-resistant metal sheathing for added protected.

- Throw Phone component is able to be deployed up to a distance of 1,100 ft. away from the Command Console via the least (2) 500 ft. Throw Phone/Extension Cable Spool Reels provided standard with the System.
- The System is delivered with a “Practice Throw Phone” component to allow Tactical personnel to practice the deployment of the Throw Phone component during training exercises.

Direct-Link Bridge Series Crisis Response Throw Phone System Additional Components/Accessories:

The Direct-Link Bridge Series System is delivered with the following additional components/accessories necessary to facilitate System operations:

- *A Dual-Cup Negotiator Headset Kit*; to include: a professional grade, aviator style dual-cup noise-canceling headset with boom microphone, adjustable listening volume control dials and 8 ft. push-to-talk cable
- *A Single-Cup Negotiator Headset Kit*; to include: a professional grade single-cup headset with boom microphone, adjustable listening volume control dial and 8 ft. push-to-talk cable
- *A Multi-Extension Amplifier Box Kit*; to include: a multi-extension amplifier box, 50 ft. of audio patch cable with adapters and (2) 9v batteries to allow for connection of up to (4) external devices to monitor, distribute or record the System's audio data
- *(3) Dual-Cup Stereo Monitoring Headphones* with 3.5mm (1/8") plug and 3.5mm to 6.35mm (1/4") adapter
- *A Digital Voice Recorder Kit*; to include: a digital voice recorder with 4GB of integrated flash memory, PC USB transfer cable, audio patch cables/adapters and batteries
- *A Portable/Battery Powered Speaker Kit*; to include: a portable/battery powered speaker with adjustable listening volume control, audio patch cables/adapters and batteries
- *A Telephone Pickup Microphone*
- *A Padded Nylon System Accessory Transport/Storage Tote Bag*
- *A Transport/Storage Case Set*; to include: a large and a medium sized case with wheels to transport/store the Crisis Response Throw Phone System's Command Console, Throw Phone component, and other system components/accessories
- *A Detailed Operations Manual*

Additional Direct-Link Bridge Series Crisis Response Throw Phone System Features & Factors:

- The Direct-Link Bridge Series System is Crisis Response Throw Phone System is capable of distributing System data (i.e. communications between Negotiator and Subject) to up to (4) separate locations.
- For transport purposes, all Direct-Link Bridge Series System components/accessories delivered standard are able to fit into an empty trunk of a standard sized squad car.

- In the event that an agency is not satisfied with the Direct-Link Bridge Series System, ETGI agrees that the equipment may be returned within 30 days of delivery for a full money back refund.

If you have any questions, comments or need additional information/assistance please contact us directly at 800-873-2872.

Sincerely,

A handwritten signature in black ink, appearing to read "Aaron Dexter". The signature is fluid and cursive, with a large initial "A" and "D".

Aaron Dexter
Marketing Manager



City of Conway, Arkansas
Ordinance No. O-17-_____

AN ORDINANCE AMENDING ORDINANCE O-16-141, WHICH ADOPTED AN EMPLOYEE HANDBOOK AND PERSONNEL POLICY; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:

Whereas, the City Council has adopted, pursuant to Ordinance O-16-141, an Employee Handbook to be used for personnel matters for the City.

Whereas, a revision of the Employee Handbook is needed for the fair and impartial implementation of personnel policies.

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

Section 1. The Purchasing Policies and Procedures under Section I, Employment Policies shall be updated. The Purchasing Policies and Procedures shall be revised as follows:

IV. Purchasing Procedures

The City's purchase order ("PO") system provides management with the tools to process purchase requests and is required for any purchase beginning January 1, 2011 (Springbrook Requirement). The PO system verifies that budgeted funding is in place for any purchase and encumbers, or "reserves" funds for subsequent payment. If funds are not available, the department will be required to prepare and submit a budget transfer form to transfer funds from another account, if available, or to request Council that funds be appropriated through approval of an ordinance. Currently, items for Council consideration must be submitted to the Mayor's office by noon on the Tuesday prior to the Council meeting. Transfers between the budgeted accounts require approval of the Mayor (or his designated representative) and, at his discretion, Council approval.

Purchases in excess of \$2,500 require the approval of the Mayor and are routed automatically to his office for consideration. Purchases are not considered approved until the department receives back the PO, initialed by the Mayor for those purchases in excess of \$2,500. Departments are authorized to make purchases on behalf of the City only upon receipt of an approved PO (for purchases in excess of \$2,500).

Approved POs are routed by the departments as follows:

Original PO is returned to Finance with the invoice for payment Invoices will not be paid without an attached PO.

Purchases in excess of \$2,500 but less than \$20,000 require three quotes. These quotes may be verbal or written, but are to be included as documentation of the request and must be included on the face of the PO. Repair and maintenance may sometimes require the use of original equipment manufacturers (OEM). Departments may respectfully request the Mayor to waive the requirement to obtain quotes for OEM parts, when they can only be purchased from vendors of the original manufacturer. A department may determine that the City's interest will be better served by obtaining competitive sealed bids for purchases below \$20,000 and may do so. Purchases in excess of \$20,000 must indicate on the face of the PO the date Council considered and approved bids or the Ordinance number approved by Council authorizing sole source vendor or bid waiver or the fact that the purchase is made under state contract. If the purchase is made through the state contract, a copy of the documentation clearly indicating that the purchase is through a state contract approved vendor and that the goods or services are specifically included in the state contract, must be provided to the Finance Department before the PO will be produced and provided for consideration by the Mayor. Once approved, departments may purchase the goods or

services from the vendor. Upon receipt of an invoice, the original invoice and PO are forwarded to the Finance Department for payment.

V. Federal Grant Requirements

The City of Conway receives significant funding from Federal grants. It is important that City purchasing procedures insure that Federal requirements are met. Specifically, purchases that are funded with Federal money require government wide debarment and suspension review. Additionally, vendor verification must be performed by checking the Excluded Parties List System (www.sam.gov). Individual Conflict of Interest statements must be obtained from persons responsible for procurement of goods and services. Other requirements based on individual Federal grants must be completed.

Section 2. Three (3) copies of the Section I, Employment Polices, Purchasing Policies and Procedures; Form of Government policy; shall be and hereafter kept on file in the Office of the City Clerk/Treasurer.

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 28th day of March, 2017.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer