



City of Conway Council Agenda

<u>Council Meeting Date:</u>	October 9th, 2018
<u>5:30pm - Committee Meeting:</u>	<i>No Committee Meeting</i>
<u>6:30pm:</u>	Council Meeting
<u>Call to Order:</u>	Mayor Bart Castleberry
<u>Roll Call:</u>	Michael O. Garrett, City Clerk/Treasurer
<u>Minutes Approval:</u>	September 25 th , 2018

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 setting a public hearing to discuss vacating a portion of a utility easement on Lot 2, The Grove at Conway.

B. Community Development Committee (Planning, Zoning, Permits, Community Development, Historic District, Streets, Engineering, & Airport)

1. Resolution approving change order #1 for the Siebenmorgen Road Half Street Improvement Project Phase II for the Community Development Department.
2. Resolution to approve a real estate development/land transfer agreement between Summerwood Inc. & the City of Conway for the Development of the Spruce Street Cottage Project.
3. Ordinance approving the bid & appropriating funding for the Dave Ward Drive ASCT Detector installation for the Street & Engineering Department.

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

1. Consideration to approve wastewater pipeline crossing agreement with Union Pacific Company.

D. Public Safety Committee (Police, Fire, District Court, Animal Welfare Unit, Communication Emergency Operations Center, Information Technology, & City Attorney)

1. Ordinance to accept reimbursement from the Arkansas State Police Highway Safety Program grant and appropriating funds for travel associated with the District Court DWI Team.
2. Ordinance appropriating insurance proceeds and ad val funds and waiving bid requirements for building repairs at the Animal Welfare Unit.

New Business

1. Resolution of a **voluntary** levy of **two-tenths (.2) mill** on the dollar be made upon the assessed valuation of all taxable real estate and personal property tax for a **Animal Shelter** for the City of Conway.
2. Resolution of a **voluntary** levy of **four-tenths (.4) mill** on the dollar be made upon the assessed valuation of all taxable real estate and personal property tax for a recreation assessment raising special revenue for the sole and exclusive purpose of providing additional funds for the purpose of construction, equipping, operating and maintaining the **public recreation and playgrounds** of City of Conway.
3. Resolution of a **voluntary** levy of **four-tenths (.4) mill** on the dollar be made upon the assessed valuation of all taxable real estate and personal property tax for raising special revenue the exclusive purpose of operating and maintaining the **cemeteries** for the City of Conway.
4. Resolution of a levy of **four-tenths (.4) mill** on the dollar be made upon the assessed valuation of all taxable real estate and personal property tax for raising special revenue for the Pension and Relief Fund for a **Policeman's Pension and Relief Fund**.
5. Resolution of a levy of **four-tenths (.4) mill** on the dollar be made upon the assessed valuation of all taxable real estate and personal property tax for raising special revenue for the Pension and Relief Fund for a **Fireman's Pension and Relief Fund**.
6. Resolution of a levy of **four-tenths (.4) mill** on the dollar be made upon the assessed valuation of all taxable real estate and personal property tax for raising special revenue for the Pension and Relief Fund for paid **Non-uniformed employees**.
7. Resolution of a levy of **three (3.0) mill** on the dollar be made upon the assessed valuation of all taxable real estate and personal property tax for raising **General Fund Revenues**.

Adjournment



City of Conway, Arkansas
Ordinance No. O-18- _____

AN ORDINANCE CLOSING A PORTION OF A UTILITY EASEMENT ON LOT 2, THE GROVE AT CONWAY; AND FOR OTHER PURPOSES:

Whereas, a petition was duly filed with the City of Conway, Arkansas on the 18th of September, 2018 by Trent Properties, LLC asking the City Council to vacate and abandon a portion of the utility easement on Lot 2, The Grove at Conway; and

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 and drainage 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 easement 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 conditionally (per Section 2) releases, vacates, and abandons its rights, together with the rights of the public generally, in and to the easement, designated as follows:

The portion of the 10 foot utility easement, running north-south through Lot 2, The Grove at Conway, approximately 160 feet west of the Lot 2 East property line; beginning 10 feet South of the Lot 2 North property line; and ending 15 feet North of the Lot 2 South property line.

Section 2. The portion of the utility easement to be vacated will only become effective once all existing structures on Lot 2, The Grove at Conway, are demolished and Conway Corporation provides a letter of concurrence.

Section 3. 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.

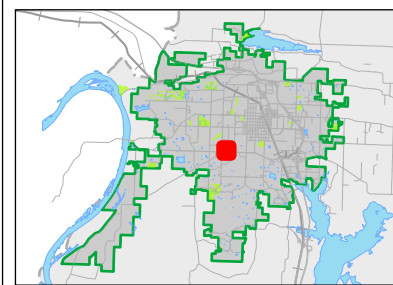
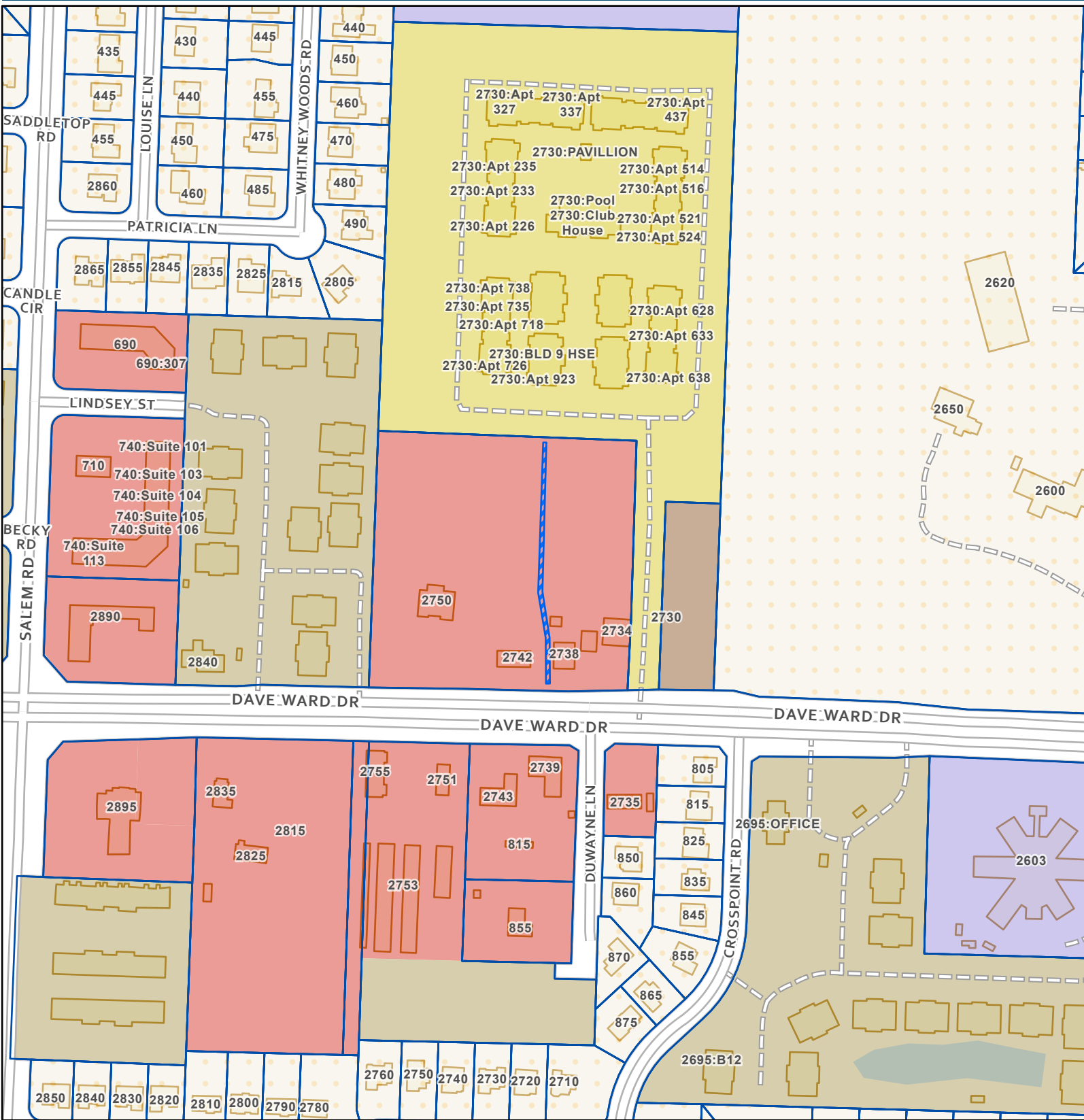
PASSED this 9th day of October, 2018.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



DESCRIPTION

City Council
Review

VAC2018SEP01

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	S-1
C-2	O-2	S-1	A-1
C-3	O-3	PUD	TJ
C-4			

City of Conway
Planning & Development

THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE, AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER.

THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS OR ACCURACY OF ANY FEATURES ON THIS MAP. THIS DOCUMENT IS TO BE USED FOR REFERENCE PURPOSES ONLY.

www.cityofconway.org/pages/planning-development
www.cityofconway.org/pages/igs

N
210

Feet
SEP 2018




PETITION OF WRITTEN CONSENT FOR THE VACATING OF EASEMENTS
FOR THE INTENT OF PUBLIC USE

Name of party requesting easement closure: Trent Family, LLC
Brian Trent

Legal description of easement, or portion thereof, to be vacated: Being a 10' utility easement
running in a North/South general direction through the South
299 feet of the East 269.70 feet of Lot 2, The Grove Subdivision
as shown on Plat of Records in Plat Book L, Page 52, Faulkner
County, Arkansas.

Signatures of all abutting property owners:

Name	Address
<u>Bryan D. Trent</u> 	<u>PO Box 459, Conway AR 72033</u>




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UTILITY APPROVAL FORM FOR RIGHT-OF-WAY, ALLEY
AND UTILITY EASEMENT VACATIONS

DATE: 08/29/2018

UTILITY COMPANY: Southwestern Bell Telephone d.b.a. AT&T Arkansas

REQUESTED VACATION:

Utility Easement

I have been notified of the petition to vacate the following right-of-way.

Described as follows:

Legal Description: (Lots 1 & 2 The Grove At Conway)

Being a part of the SW1/4 NW1/4 of Section 14, T-5-N, R-14-W, Faulkner County, Arkansas; more particularly described as beginning at the NE corner of said SW1/4 NW1/4; thence along the East line of said SW1/4 NW1/4 S02°06'29"W 904.38 feet; thence leaving said East line N88°10'04"W 105.05 feet; thence S02°06'29"W 359.51 feet to the North right of way of State Highway #60; thence along said right of way to a point S88°43'08"W 172.61 feet; thence to a point N88°56'42"W 381.86 feet; thence leaving said right of way N02°04'02"E 1276.40 feet to the NW corner of the E1/2 SW1/4 NW1/4; thence along the North line of the SW1/4 NW1/4 S88°20'41"E 660.08 feet to the point of beginning containing 18.38 acres more or less. Subject to all roadways, easements and reservations that are of record or physically in place. Property corners are located in accordance with existing monuments in the area. This property is not in the 100 year flood plain according to Flood Insurance Rate Map #05045C0278H, panel 278 of 480, and also Map #05045C0279H, panel 279 of 480, effective date December 19, 2006.

UTILITY COMPANY COMMENTS:

No objections to the vacation described above. Cable is in Lot -2 running North from Hwy 60 (Dave Ward Dr.) Cable should be vacated by 09/15/2018

Signature of AT&T Company Representative:

Todd R. Gregory

Todd R Gregory , Mgr.-Engr. (ROW)



September 17, 2018

Tyler Group
David White
240 Skyline Dr.
Conway, AR 72034

RE: Abandonment of Easement

Centerpoint Energy has reviewed the request to abandon the easement at The Grove Lot 2 (Being a 10' utility easement running in a North/South general direction through the South 299 feet of the East 269.70 feet of Lot 2, The Grove Subdivision as shown on plat of records in Plat Book L, Page 52, Faulkner County, Arkansas.) and has no conflicts with the closing of this easement.

Thank You,

John Martinez Jr.

Gas Operations Leader



CITY OF CONWAY

STREET & ENGINEERING DEPARTMENT

September 20, 2018

David White
Tyler Group
240 Skyline Dr.
Conway, AR 72032

Mr. White,

The City of Conway Street and Engineering Dept. has reviewed your request to abandon the 10' utility easement *"running in a North/South general direction through the South 299 feet of the East 269.70 feet of Lot 2, The Grove Subdivision as shown on plat of records in Plat Book L, Page 52, Faulkner County, Arkansas"* and has no objection to this closure.

Sincerely,

B. Finley Vinson, P.E.
Conway Street & Engineering Department



September 17, 2018

Tyler Group
David White
240 Skyline Dr.
Conway, AR 72034

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Signature of AT&T Company Representative:

Todd R. Gregory

Todd R Gregory , Mgr.-Engr. (ROW)



**City of Conway, Arkansas
Resolution No. R-18-_____**

A RESOLUTION APPROVING CHANGE ORDER #1 FOR SIEBENMORGEN ROAD HALF STREET IMPROVEMENT PROJECT – PHASE II FOR THE COMMUNITY DEVELOPMENT DEPARTMENT; AND FOR OTHER PURPOSES

Whereas, the Community Development Department accepted the low bid from J’s Construction on August 14th, 2018; and

Whereas, a change order is required due to the relocation of a waterline; and

Whereas, this funding will come from the CDBG program year 2017.

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

Section 1. The City of Conway shall approve change order #1 from J’s Construction Company in the amount of \$30,075.94 for the Siebenmorgen Road Half Street Improvements Phase II.

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

PASSED this 9th day of October, 2018.

Approved:

Mayor Bart Castleberry

Attest:

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



**City of Conway, Arkansas
Resolution No. R-18-_____**

A RESOLUTION BY CITY COUNCIL TO APPROVE A REAL ESTATE DEVELOPMENT/LAND TRANSFER AGREEMENT BETWEEN SUMMERWOOD INC. AND THE CITY OF CONWAY FOR THE DEVELOPMENT OF AFFORDABLE HOUSING; AND FOR OTHER PURPOSES

Whereas, the City of Conway, in support of revitalization initiatives in the Pine Street Neighborhood through the North East Old Conway Area Specific Plan, has approved predevelopment work over the years in support of a public/private cottage housing development; and

Whereas, the City of Conway City Council passed a motion on July 10th, 2018 selecting Summerwood Inc. represented by Ron Harris, as the Lead Developer for this Public Private Partnership with the City of Conway; and

Whereas, the City of Conway has successfully completed acquisition and predevelopment work in support of said development, and wishes to move forward with affordable housing development as designed and approved through the Historic District Commission.

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

Section 1: The City of Conway does hereby approve the Real Estate Development/Land Transfer Agreement between the City of Conway as Seller of subject property and Summerwood Inc., represented by Ron Harris as Developer of subject property, along with all future modifications to said agreement as authorized by the Mayor and approved by the City Attorney in keeping with the intent of the City to provide quality affordable housing and successful completion of the development.

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

Passed this 9th day of October, 2018.

Approved:

Mayor Bart Castleberry

Attest:

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

REAL ESTATE DEVELOPMENT/LAND TRANSFER AGREEMENT

This Real Estate Development/Land Transfer Agreement ("Agreement") is entered this ____ day of October, 2018 ("Effective Date") by and between the City of Conway, Arkansas ("Seller") and Summerwood, Inc., an Arkansas corporation ("Developer").

Background and Purpose

1.1 Identity of Premises. Seller is the owner of parcel of real property known as the Spruce Street Cottages, consisting of approximately 1 acre and identified as _____, said property more particularly identified on Exhibit A affixed hereto (hereinafter the "Premises"). Seller has subdivided the Premises into twelve (12) single family Lots (cumulatively, the "Lots" or, each individually, a "Lot") which are described on **Exhibit A** for single family residential purposes (Numbered Lots 3-14). Seller agrees to convey a portion of the Premises to Developer in Phases as hereinafter provided, and Developer agrees to accept same from Seller, upon the terms and conditions set forth in this Agreement.

1.2 Development Plan. The purpose and intent of this agreement by Seller, and Developer is for Developer to construct houses on the 12 Lots. A minimum of 51% of housing units developed (i.e., a minimum of 7 Lots with houses) shall be Sold as owner occupied by persons or families (Buyers) whose household income, at the time of move-in and occupancy, does not exceed eighty percent (80%) of the area median income ("AMI") for the area, adjusted for household size, as established by the Department of Housing and Urban Development ("HUD") and as set forth the United States Housing Act of 1937, as amended, and the regulations thereunder relating thereto (hereinafter the "Affordable Units"), pursuant to the Seller's Community Development Block Grant (hereinafter "CDBG") Program.

1.3 Affordability Period. The CDBG Program restrictions require that Affordable Units limit occupancy to persons or families of moderate to low income for a period of at least fifteen (15) years beginning as of the date of the filing of record of the Restrictive Covenant contained within the Regulatory Agreement attached hereto as **Exhibit B** (hereinafter the "Affordability Period").

1.4 Municipal Benefits. The houses being developed shall benefit the Buyer, as well as create jobs, enhance the real property tax base and provide needed affordable, high quality housing for the City of Conway, Arkansas.

1.5 Regulatory Agreement. Prior to the execution of this Agreement, the parties have executed, and the Seller has filed, the Restrictive Covenant attached hereto and incorporated herein by reference as Exhibit B (hereinafter "Regulatory Agreement"). The Regulatory Agreement requires that seven (7) of the twelve (12) Lots must be sold as Affordable Units.

1.6 Approved Houses. The Seller and the Developer have agreed upon the plans for houses which may be constructed on the Lots by Buyers pursuant to this Agreement (the “Houses”, or individually, a “House”) which plans are identified as follows:

Single Family Designs as approved by the Conway Historic District Commission on
January 23, 2017

Transfer/Consideration/Deposits/Payments

2.1 Conveyance of House. Following the execution of this Agreement, Seller shall promptly convey each Lot to Developer upon notice from Developer to Seller that (i) Developer has obtained a Contract for Sale of a Lot with a fully constructed House (a “presale”) on such Lot to a Buyer (unless Developer is building a House on such Lot without a contract as provided herein), and (ii) Developer has completed and provided Seller a firm estimated budget for construction of the House, including all proposed sources and uses of funds, all "hard" and "soft" costs and contingencies and reflecting, as possible, firm bids or accepted contracts and with evidence of sufficient funds to meet all budget requirements. The conveyance of each Lot to Developer shall be by General Warranty Deed in the form marked **Exhibit C**, affixed hereto and by this reference made a part hereof (“Grant Deed”), free of any encumbrances except as set forth therein or as provided herein. Developer anticipates initially acquiring at least two (2) Lots with the right to acquire additional lots as construction and sales progress. Developer must have an executed contract to sell (or a completed sale of) more than 50% of all Lots transferred to Developer as Affordable Units at any time. Developer must have fully complied with the forgoing requirements allowing conveyance to Developer of at least 50% of the Lots prior to eighteen (18) months after the Effective Date of this Agreement with all lots being transferred and sold to a Buyer within Thirty Six (36) months. Any request for extension of time or change in conveyance as outlined must be provided in writing, with an explanation for such change, and agreed upon by both parties in writing. All modifications to this agreement including requests for extension of time shall be made by the Mayor and approved by the City Attorney without further action by the City Council, as long as such modifications or extensions are in line with the intent of the City to provide quality affordable housing and successful completion of the development.

2.2 Purchase Price. The Developer shall pay the following purchase price for each Lot as follows (the “Purchase Price” for each such Lot):

<u>LOT</u>	<u>PURCHASE PRICE</u>
Lot 3 -	\$18,765
Lot 4 -	\$18,765
Lot 5 -	\$18,765
Lot 6 -	\$18,765
Lot 7 -	\$18,765
Lot 8 -	\$18,765
Lot 9 -	\$18,765
Lot 10 -	\$18,765

Lot 11 -	\$18,765
Lot 12 -	\$18,765
Lot 13 -	\$18,765
Lot 14 -	\$18,765

The Purchase Price for each Lot shall be due and payable to the Seller upon the closing of the sale of the Lot with the constructed House thereon by the Developer as set forth in Section 2.1 hereof to the residential buyer. At the time of the closing of each Lot and House by Developer in accordance with the provisions of this Agreement and payment of the Purchase Price for such Lot to the Seller, the Seller shall execute an instrument to be filed in the Faulkner County Real Estate Records, on units requiring additional grant subsidy, which provides security for said subsidy, and execute an instrument to be filed in the Faulkner County Real Estate Records which terminates the reversionary right of Seller in such Lot arising from the Grant Deed, provided that the Buyer of each Affordable Unit shall have executed all documents required to so qualify under the CDBG Program. At the time of the closing of each Lot and House by Buyer in accordance with the provisions of this Agreement and payment of the Purchase Price for such Lot to the Seller which is not an Affordable Unit, the Seller shall execute an instrument to be filed in the Faulkner County Real Estate Records which provides that such Lot is not an Affordable Unit subject to the Regulatory Agreement, and an instrument which terminates the reversionary right of Seller in such Lot arising from the Grant Deed.

2.3 Consideration. At the time of the conveyance of a Lot or Lots to Developer, there shall be none of the purchase price paid to Seller at the Closing. Upon the transfer of title as set forth herein, Seller shall commence annual property tax assessment of the Lots conveyed to Developer, in its normal course based on the standard tax year. Developer agrees to promptly commence construction of the Houses according to the approved plans, at Developer's sole cost and expense, and shall continue to construct such House until completed. Upon the closing of the sale of each Lot and House by the Developer to a third party as provided herein, the Developer shall pay to Seller the Purchase Price for such Lot upon closing and transfer of title to the third party Buyer.

2.4 Transfer Tax. The transfer of the Lot to Developer is exempt from Arkansas Real Estate Transfer Tax. The Sale of the Lot to the third party Buyer is NOT exempt from Arkansas Real Estate Transfer Tax.

2.5 Recording Costs. Seller shall pay any and all recording costs associated with transfer of Lots to Developer per this Agreement. Third party Buyers are responsible for recording costs associated with purchase of the finished lot and home per this agreement.

2.6 Deposit. Upon the Date that the Developer requests a Lot, the Developer shall pay to , as Escrow Agent, the sum of \$500.00 per Lot that is being conveyed (\$500 applicable to each Lot) as an earnest money deposit to be placed in an

interest bearing escrow account. Upon closing the sale of each Lot and House to a third party homeowner (Buyer), the deposit with interest thereon shall be released to Developer. Upon Developer's breach or default, the deposit, together with accrued interest, shall, at the sole option of the Seller and in addition to any and all other remedies at law, or as set forth herein, be released to Seller as liquidated damages.

Seller Representations and Covenants

3.1 Subject to approval pursuant to [REDACTED], Seller has authority to sell the Lots pursuant to the terms hereof.

3.1.1 Bill of Assurance, Covenants, Restrictions and Easements. Within Ninety (90) days after the Effective Date, the Seller and Developer shall cooperate and reasonably approve the form of a Bill of Assurance, Covenants, Restrictions and Easements in recordable form which shall establish appropriate neighborhood rights and obligations imposed upon the Property and the property owners (the "Bill of Assurance"). The Seller will cause such approved Bill of Assurance to be filed in the Real Estate Records of the Faulkner County Circuit Court and Recorder's Office prior to the first closing of the transfer of any Lots to the Buyer."

3.2 As of the date of closing there are/will be no real estate taxes or assessments owing with respect to the Lots.

3.3 Contractual Obligations. The transaction contemplated by this Agreement is neither in violation of, nor prohibited by, the terms of any agreement, license or other commitment, oral or written of the Seller. There are no contracts with or commitments to third parties, either oral or written, respecting the Lots pursuant to which Developer would become a party after the closing.

3.4 Litigation and Claims. There are no lawsuits or other proceedings pending or threatened which affect the Lots or Seller's right or power to transfer title to the Lots to Developer.

3.5 Mechanic's Liens. There are no mechanic's liens outstanding against the Lots; and that no materials have been received or services rendered prior to the date of execution of this Agreement which could give rise to a mechanic's lien against the Lots.

3.6 Non-Foreign Status. Seller is not a "foreign person" and accordingly the transaction contemplated by this Agreement is not subject to the withholding requirements imposed by Section 1445 of the Internal Revenue Code of 1986, as amended from time to time and the regulations promulgated thereunder,

3.7 No Other Representations. Seller makes no representations or warranties concerning itself or the Lots except as set forth herein or in the agreements or instruments to be delivered by Seller at the Closing.

3.8 Buildable Lots. Seller warrants that all the Lots are zoned for single family construction; that all utilities, city services, U. S. Mail and 911 addresses are established, and infrastructure is in place for each Lot in order to allow Developer to obtain a building permit for each House; that each Lot has been properly subdivided in accordance with the City of Conway's subdivision ordinances.

3.9 Common Area Improvements. Within One Hundred and Twenty (120) days after notice to proceed is given to Seller from Developer during the term of this Agreement, the Seller shall complete construction of all the Common Area Improvements. The "Common Area Improvements" are set forth on Schedule 3.9 attached hereto.

Developer Representations and Covenants

Developer's Representations and Warranties. Developer represents, warrants and covenants to Seller, as of the date of this Agreement and as of the Closing, as follows, acknowledging that Seller shall be relying upon such representations and warranties:

4.1 Contractual Obligations. The transactions contemplated by this Agreement are not in violation of, nor prohibited by, the terms of any agreement, license or other commitment, oral or written of the Developer.

4.2 Independent Investigation. Developer acknowledges that in making the decision to enter into this Agreement and consummate the transactions contemplated hereby, Developer has and will rely solely on its independent investigation and upon the express representations, warranties, covenants and agreements set forth in this Agreement.

4.3 Developer and any person or entity operating on Developer's behalf, shall obtain and provide to Seller adequate proof of property, casualty, liability building risk, and any other required insurances, naming Seller as an additional insured as its interests may appear. Developer shall provide Seller with proof of such insurance as and when obtained, and at any time when requested by Seller. Developer and Seller agree and acknowledge that each Lot is a properly subdivided residential lot suitable for the construction of a House.

Conditions/Contingencies to Developer's Obligations

5.1 Title Examination. Developer shall, at Developer's sole expense obtain a title examination from a title company of Developers own choosing, for the purpose of evaluating the title to each Lot showing in Seller a marketable and insurable title at standard rates, with standard exceptions deleted and with such endorsements as

Developer may reasonably require and approved by Developer's counsel, to be evidenced by commitment for title insurance issued by any company licensed to do business in Arkansas and satisfactory to Developer, together with legible copies of all the instruments cited in such commitment. Developer, or his counsel, shall after receipt of such commitment advise Seller of title defects, if any. If the title is found to be defective, Developer shall notify Seller, in writing, specifying the defects. If the defects cited render the title unmarketable, Seller shall have sixty (60) days from the receipt of such notice to cure the defects. Seller may in its discretion use reasonable efforts to remove any defects in title to correct the title in a manner, which would satisfy the requirements of this Section 5.1. If, after reasonable diligence, Seller shall not have cured the defects, or if Seller elects not to use such reasonable efforts, Developer shall have the option of terminating its obligation to purchase the Lot or waive such defects and acquire title.

5.2 Title Insurance. Developer may cause to be issued, at Developer's sole expense at the Closing, an owner's title policy in the amount of the fair market value of the Lot to conform to the title commitment as accepted by Developer.

5.3 Environmental Assessment. At its option and sole cost, Developer may obtain a qualified environmental engineer to perform an environmental assessment of the Lots. In the event Developer is not reasonably satisfied with the environmental condition of any Lot, Developer may notify Seller of its intent to cancel this Agreement and all deposit(s) for such Lot shall be returned to Developer. Failure of the Developer to so notify Seller shall constitute Developer's waiver of its right of cancellation.

5.4 Authorized Lenders. The Developer is hereby authorized to obtain loans from one or more commercial lenders ("Lenders") who are granted liens on the Lots for purposes of securing mortgages for funds provided to pay for construction costs and related expenses for Houses to be constructed on the Lots by Developer. The Seller agrees to execute such commercially reasonable subordination agreements as Lenders may request to further evidence the priority of the lien to Lenders to the reversion rights of the Seller.

Default

6.1 Default by Seller. Upon default by Seller, Developer shall have the right to pursue Specific Performance, or, in the alternative and at the election of Developer, all other legal and equitable remedies.

6.2 Default by Developer. Upon default by Developer, to include failure to pursue/meet Seller's obligations with respect to the dates and deadlines set forth herein:

6.2.1 Seller shall be entitled to and Developer shall forthwith provide all of Developer's applications, plans, permits and approvals for subsequent use as Seller sees fit in its sole discretion.

6.2.2 Default prior to conveyance of Lots. If Developer defaults with respect to any other pre-conveyance obligation for any Lots, Seller may at its option terminate this agreement, and the remaining deposit, with any accrued interest thereon, shall be released to Seller as Liquidated Damages.

6.2.3 Default after Conveyance of Lots. If Developer defaults with respect to its post-conveyance development obligations as set forth herein for any Lot, Seller may at its option and in its sole discretion:

6.2.3.1 Seek specific performance from Developer; or

6.2.3.2 Terminate this agreement, thus keeping the not yet conveyed lot(s) and receive the earnest money as liquidated damages.

6.2.3.3 Revert Title in Seller, that the Grant Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Developer specified in this Section, failure on the part of Developer to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in the Agreement, the Seller at its option may declare a termination in favor of the Seller of the title, and of all the rights and interest in the Property conveyed by the Grant Deed to Developer, and that such title and all rights and interests of Developer, and any assigns or successors in interest to and in the Property, shall revert to the Seller. Such condition subsequent and any such re-vesting of title in the Seller shall always be subject to and limited by the lien or security interest authorized by this Agreement, and any rights or interests provided in the Agreement for the protection of the Lenders; and shall not apply to individual parts or parcels of the Property on which the Project have been completed in accordance with the Agreement and for which a Certificate of Completion has been issued.

Brokerage

7.1 Developer and Seller acknowledge there are no brokers involved in this transaction. Seller does not warrant any brokerage or real estate commission fees between Developer and any third party Buyer per this agreement.

Notice

8.1 Any notice required by, referenced in, or given under this Agreement must be in written form and must be dated and properly signed by the noticing party. All notices shall be hand delivered, sent by certified mail, return receipt requested, or by overnight carrier. All notices shall be sent to the following addresses (unless notice is given of a change in such address):

8.1.1 To Seller. If to Seller, to the Director of CDBG, Kiera Oluokun, City of Conway, 1201 Oak. St., Conway, AR 72032; with a copy to Executive

Assistant to the Mayor, Felicia Rogers, City of Conway, 1201 Oak St., Conway, AR 72032.

8.1.2 To Developer. If to Developer, to Ron Harris, Summerwood Homes, Inc. 6309 Southwind Drive; North Little Rock, AR 72118 .

Miscellaneous

9.1 Liabilities not Assumed. Except as set forth herein, neither Developer nor Seller assume or shall otherwise be liable or responsible for any liability or obligation of the other, whether known or unknown, now existing or hereafter occurring, except for such liabilities and obligations that such party has expressly assumed in this Agreement.

9.2 Closing Expenses. Each party is to bear its own attorneys' fees and disbursements related to the negotiation of this Agreement and the Closing of the transaction contemplated by this Agreement.

9.3 Right of Inspection. Seller agrees that Developer, and its authorized agents, consultants surveyors, engineers, attorneys and contractors may access the Premises for the purposes of inspection, investigation and site development related activities prior to the Closing, Developer assumes all risk of any such actions or activities, and, agrees to indemnify, defend and hold harmless Seller, its officials, employees, agents, attorneys, heirs and assigns, from and against any and all damage, claim liability, or loss to person or property, including reasonable attorney's and other fees, arising from any activities, actions or omissions of Developer, its agents (including any person or entity acting by, for, through or on behalf of Developer) or its employees in undertaking the Investigation on the Premises prior to the Closing.

9.4 Applicable Law. This Agreement shall be deemed a contract and construed according to the laws of the State of Arkansas. All parties shall submit to the jurisdiction of Faulkner County, Arkansas courts.

9.5 Beneficial Rights. It is acknowledged and agreed that the Premises shall also include, without limitation, any rights which Seller has which benefit the Premises, whether for purposes of access and egress, drainage easements, easements for the obtaining of utilities, or otherwise and that the Deed shall include a specific conveyance of said rights.

9.6 Modification. This document, together with those documents incorporated by reference, contains the entire agreement of the parties. All amendments, modifications, changes, deletions or additions to this Agreement must be in writing and, to be valid, must be either signed or initialed by both parties or their authorized representatives.

9.7. Assignment and Subsequent Transfer. Neither party hereto may assign any of its rights or obligations hereunder to any other person or entity, without the prior written consent of the other party hereto.

9.8 Interpretation of This Agreement. Wherever applicable in this Agreement, the singular shall include the plural, and the plural shall include the singular. The captions are for convenience in identification only and shall not be deemed to be determinative as to the contents of a section, should such captions be inconsistent with the body of the respective sections. The terms of this Agreement are to be binding on the heirs, executors, administrators, assigns or other successors in interest to the parties to this Agreement. This Agreement supersedes any and all oral understandings or writings concerning this sale and purchase the parties might have entered into previously.

This Agreement sets forth all the promises, covenants, agreements, conditions and understandings between the parties to this Agreement and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, expressed or implied, oral or written, except as contained in this Agreement.

12.9 Time is of the Essence. Time is of the essence of this Agreement, acts of God and permitting delays caused by the reviewing authority and beyond the control of the parties excepted. The period of any such delay will act only to toll the period to perform and shall not excuse nonperformance for any other reason.

Witnesseth, this Real Estate Development/Land Transfer Agreement has been executed by the undersigned as of the Effective Date.

DEVELOPER:

Summerwood Inc.
an Arkansas Incorporation

By: _____ Date: _____

Vikki Harris
Owner

By: _____ Date: _____

Ronald Harris
Owner

SELLER:

City of Conway

By: _____ Date: _____

Name: Bart Castleberry
Title: Mayor

By: _____ Date: _____

Name: Michael O. Garrett
Title: City Clerk/Treasurer

DRAFT

EXHIBIT A
Premises Description

Lots 3 – 15, Block 7, Burns Addition to the City of Conway, Arkansas, Faulkner County

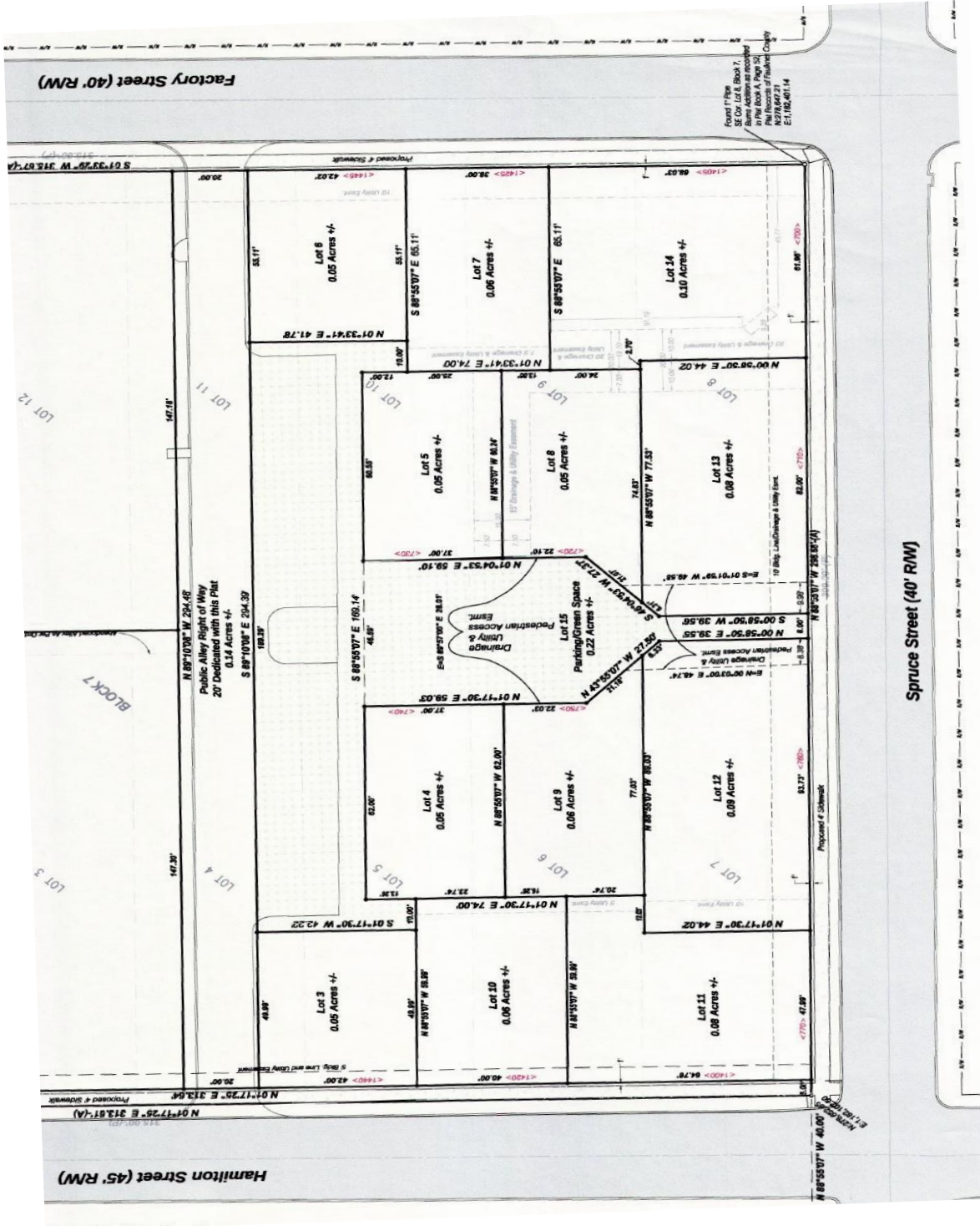


EXHIBIT B

Regulatory Agreement

This Instrument Prepared By
and When Recorded Return To:
City of Conway
Community Development Department
1201 Oak St.
Conway, AR 72032
501-450-6105

RESTRICTIVE COVENANT
CDBG PROGRAM

KNOW ALL PERSONS BY THESE PRESENTS:

Summerwood, Inc., an Arkansas corporation, is the owner in fee simple (the "Owner") of certain property located in Conway, Faulkner County, Arkansas, more particularly described on the attached Exhibit A (the "Development"). The Owner has received said land by Special Warranty Deed per Agreement dated this _____ day of October, 2018, from the City of Conway, Arkansas, (hereinafter "the City") Community Development Department, as Administrator of the Community Development Block Grant (CDBG) Program for the City.

In consideration of the foregoing, the receipt and sufficiency of which is hereby acknowledged, the Owner, on behalf of itself, its successors and assigns, hereby covenants with the City, its successors and assigns, as follows, which shall constitute covenants running with the land and shall be binding upon all parties having any right, title, or interest in the Development or any part thereof, their heirs, administrators, successors, and assigns:

AFFORDABILITY RESTRICTIONS:

1. A minimum of 51% of housing units developed shall be sold to and occupied by persons or families whose household income, at the time of move-in and occupancy, does not exceed Moderate to Low Income, which is defined as eighty percent (80%) of the area median income ("AMI") for the area, adjusted for household size, as established by the Department of Housing and Urban Development ("HUD") and as set forth the United States Housing Act of 1937, as amended, and the regulations thereunder relating thereto (hereinafter the "Affordable Units").

2. The Affordable Units are limited to occupancy by persons or families of Moderate to Low Income for a period of at least fifteen (15) years, beginning on the date of the filing of record of this Restrictive Covenant (hereinafter "Affordability Period"). The Affordable Units will remain subject to this restriction, without regard to the term of any loan, mortgage or transfer of ownership, for not less than the required fifteen (15) year Affordability Period.

3. Upon transfer of ownership of the Development or any portion thereof during the applicable Affordability Period, the outstanding balance of any CDBG, HOME or other Grant, as indicated by a Note and Mortgage filed for record against the property, shall become due and payable. However, the City, in its sole and absolute discretion, may approve subsequent transferees, provided the City's approval is evidenced in writing and obtained by the transferee prior to transfer of the development or any portion thereof.

DEVELOPER

_____, Summerwood, Inc. an Arkansas Corporation

By: _____ Date: _____

Ron Harris

SELLER:

City of Conway

By: _____ Date: _____

Name: Bart Castleberry
Title: Mayor

By: _____ Date: _____

Name: Michael O. Garrett
Title: City Clerk/Treasurer

CORPORATE ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF FAULKNER)

BE IT REMEMBERED, that on this day personally appeared before me, the undersigned a Notary Public within and for the County and State aforesaid, duly commissioned and acting, Ron Harris, to me well known who stated that he was the President of _____, an Arkansas limited liability company, and was duly authorized in his capacity to execute the attached, and foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2018.

Notary Public
My commission expires:

[S E a L]

CORPORATE ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF FAULKNER)

BE IT REMEMBERED, that on this day personally appeared before me, the undersigned a Notary Public within and for the County and State aforesaid, duly commissioned and acting, _____, to me well known who stated that he was the Mayor of the City of Conway, and was duly authorized in his capacity to execute the attached, and foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2018.

Notary Public
My commission expires:

[S E A L]

EXHIBIT A

LEGAL DESCRIPTION

LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, AND 15 OF BLOCK 7, BURNS ADDITION
TO THE CITY OF CONWAY FAULKNER COUNTY ARKANSAS

DRAFT

EXHIBIT C

Grant Deed

Prepared by:
City of Conway
1201 Oak Street
Conway, Arkansas 72032

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps has been placed on this instrument. (If none shown, exempt or no consideration paid.)

Signature of Grantee or Agent: _____

Grantee's Address: _____

WARRANTY DEED
WITH POSSIBILITY OF REVERTER

CITY OF CONWAY, a Municipality (“Grantor”), by its Mayor and Chief Executive Officer, duly authorized by proper resolution of the City Council of the City of Conway, for and in consideration of the sum of \$10.00 and other valuable consideration in hand paid by the _____, LLC, a duly incorporated limited liability company under the laws of the State of Arkansas (“Grantee”), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee, subject to the limitations, restrictions, easements and reservations hereinafter mentioned, the real property in Faulkner County, Arkansas described on **Exhibit A** attached hereto (the “Property”).

This conveyance is made subject to a Restrictive Covenant retained by Grantor over the entire area of the Property to be used by Grantor, and its employees, contractors, and agents, for (i) purposes of enforcing “Affordability” as such term is defined in, as to the extent limited in, the Restrictive Covenant CDBG Program Instrument filed with the Faulkner County Real Estate Records as Instrument Number _____ (“Restrictive Covenant”), and (ii) purposes necessary for confirming the project development being housing development, or any other uses deemed necessary by Grantor (collectively, the purposes set forth in this paragraph shall be referred to herein as “Housing Purposes”).

This conveyance is also made with the express limitations that the Property shall be used by Grantee solely for single family housing development and the specific Grantee has agreed to construct (a) single family home(s) on the Property within a period of Three (3) years after the date of this instrument.

Grantee's estate in the Property shall continue only for as long as all of the Property is used for Housing Purposes; and at such time as or in the event that any of the Property shall be used for any other purpose or cease to be used for Housing Purposes as specified in the Restrictive Covenant listed herein and Section 6.2.3 of the Real Estate Development/Land Transfer Agreement Instrument filed with the Faulkner County Real Estate Records as Instrument Number _____, all of the Property, together with all improvements, buildings and fixtures located thereon that are of a permanent nature, and the title thereto shall immediately and automatically revert to Grantor, its successors and assigns, it being the intent of Grantor to convey hereby a determinable fee which shall terminate, and the title revert, upon the use of any of the Property for any purpose other than Housing Purposes or in the event the Property shall cease to be used for Housing Purposes.

Notwithstanding the immediately preceding sentence, title to the Property shall not revert to Grantor, its successors and assigns, unless and until Grantor (or its successors and assigns, as appropriate) shall give written notice to Grantee stating that the Property is being used for other than Housing Purposes or the Property has ceased to be used for Housing Purposes and a period of ninety (90) calendar days shall have lapsed from the date of such notice without Grantee's having renewed use of the Property for Housing Purposes or limited use of the Property for Housing Purposes, as appropriate.

TO HAVE AND TO HOLD said Property unto Grantee for as long as said Property and any part thereof shall be used for Housing Purposes, and subject to a possibility of reverter of the Property or any part thereof to Grantor in the event or as such time as the Property or any part thereof shall cease to be used for Housing Purposes.

GRANTOR CONVENANTS WITH GRANTEE that it will forever warrant and defend the title to said Property against all claims and encumbrances done or suffered by it (except those of Grantor arising hereunder), by against none other.

EXECUTED: The ____ day of _____, 2018.

City of Conway

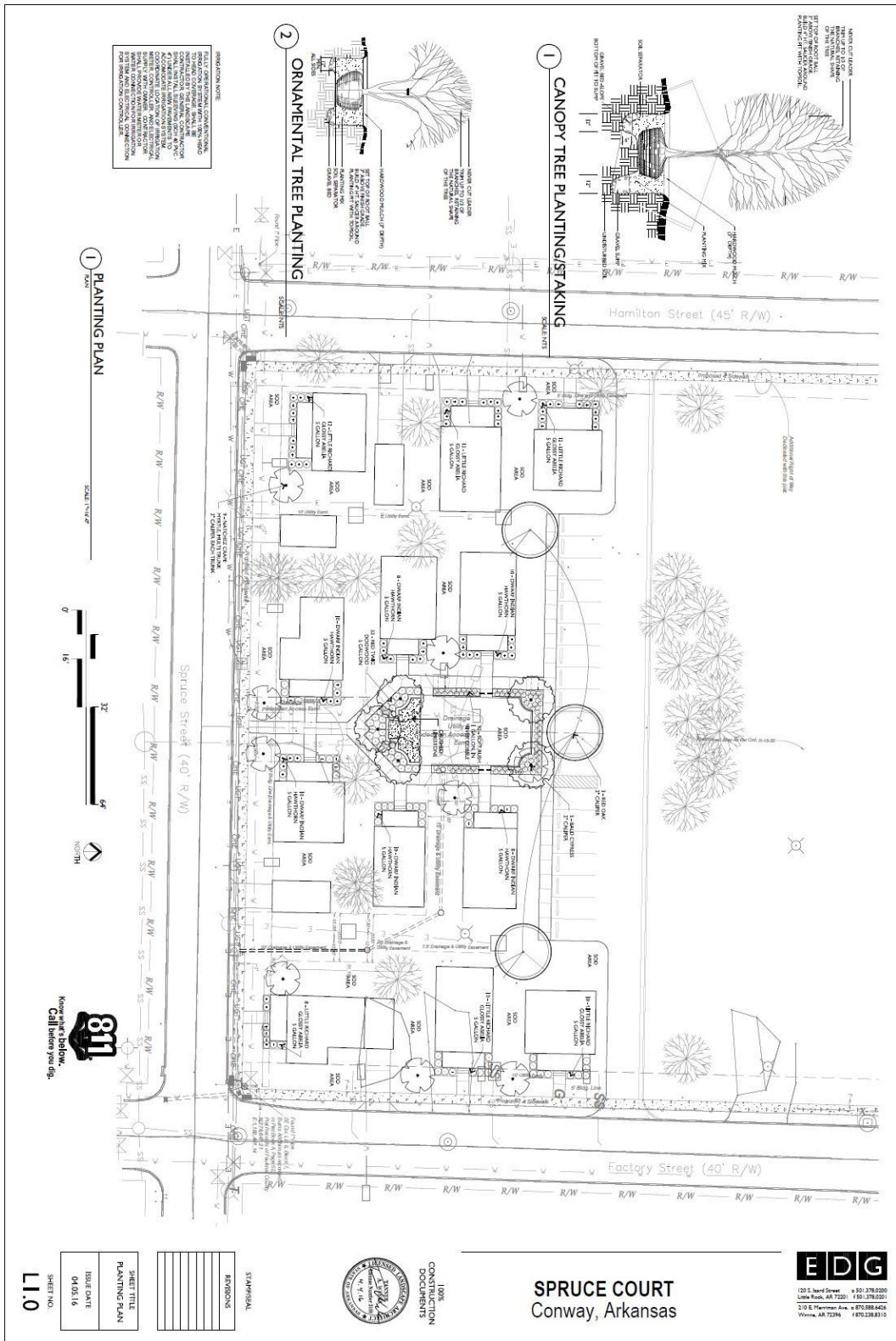
By: _____

Michael O. Garrett, City Clerk

By: _____

Bart Castleberry, Mayor

SCHEDULE 3.9 Public area Improvements as shown will include the construction of the perimeter sidewalks.





**City of Conway, Arkansas
Ordinance No. O-18-___**

**AN ORDINANCE APPROPRIATING FUNDS AND APPROVAL OF BID FOR DAVE WARD DRIVE ASCT
DETECTOR INSTALLATION FOR THE STREET & ENGINEERING DEPARTMENT, AND FOR OTHER PURPOSES;**

Whereas, the Metroplan Board approved the City of Conway's application for funding under the System Optimization Group Category for Adaptive Signal Control System deployed along Dave Ward Drive; and

Whereas, the City of Conway Street and Engineering Department is seeking Council approval to use the lowest bid received for this project; and

Whereas, funding includes 80% Federal-aid funds to be matched with 20% non-federal funds. The City of Conway Street and Engineering Department would like to appropriate the required 20% match from the Street Impact Funds

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

Section 1: The City of Conway, approves the lowest bid in the amount of \$472,311 from Desoto Electric.

Section 2: The City of Conway, will appropriate funds in the amount of \$94,463 from City of Conway Street Impact Fund Balance Appropriation Account (651-201-4900) to the Street Fund CIP Account (651-201-5905).

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

PASSED this 9th day of October, 2018.

Approved:

Mayor Bart Castleberry

Attest:

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



To: Bart Castleberry, Mayor
From: Joseph Hopper, Director
Date: October 2, 2018
Re: Wastewater Pipeline Crossing Agreement with Union Pacific Railroad Company

Provided for consideration of the City Council is a Pipeline Crossing Agreement with Union Pacific Railroad Company to install a 3-inch encased pipeline for transporting and conveying wastewater from the Material Recovery Facility (MRF) under the railroad tracks connecting to existing wastewater infrastructure near the Conway Animal Welfare Unit.

Since 2001, Department of Sanitation staff have been required to manually pump and haul wastewater from an open holding tank at the MRF to a lift station on the City's property. This practice is not only a community safety hazard, but it does not meet cost-efficiency efforts or industry sanitation standards. Manually pumping and hauling the wastewater poses a number of concerns with regards to health, safety, and cost factors including, but not limited to, the following:

- The tank poses a potential risk to public health and safety and provides an ample breeding environment for mosquitos.
- Manually pumping and hauling the wastewater exposes department staff to fecal matter and other biological hazards.
- The tank must be pumped out weekly (at minimum) to avoid the overflow of wastewater and to prevent the release of pathogens into the environment. This requires special equipment and increases expenses relating to the purchase, operations, and maintenance of the equipment.
- The tank acts as an indirect source for stormwater inflow into the sanitary sewer system, potentially reducing the efficient transportation and treatment of the City's wastewater.

Funding for fees, engineering, construction, and installation of the pipeline was included in the 2018 Sanitation Fund Budget.

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

PIPELINE CROSSING AGREEMENT

Mile Post: 377.87, Van Buren Subdivision
Location: Conway, Faulkner County, Arkansas

THIS AGREEMENT (“Agreement”) is made and entered into as of January 18, 2018, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **CITY OF CONWAY, ARKANSAS**, to be addressed at 4550 Highway 64 West, Conway, Arkansas 72034 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the license fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one (1) 3.0 inch encased pipeline for transporting and conveying wastewater only

across Licensor's track(s) and property (the “Pipeline”) in the location shown and in conformity with the dimensions and specifications indicated on the print dated September 26, 2017, and marked **Exhibit A**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying wastewater, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Pipeline crossing, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Two Thousand Five Hundred Dollars (\$2,500.00)**.

Article 3. ADMINISTRATIVE HANDLING CHARGE.

Upon execution and delivery of this Agreement, the Licensee shall pay to the Licensor an License Fee of **Five Hundred Five Dollars (\$505.00)** for clerical, administrative and handling expense in connection with processing this Agreement.

Article 4. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 5. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Article 6. INSURANCE.

A. During the life of the License, Licensee shall fully comply with the insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that is has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

Article 7. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF CONWAY, ARKANSAS

By: _____

By: _____

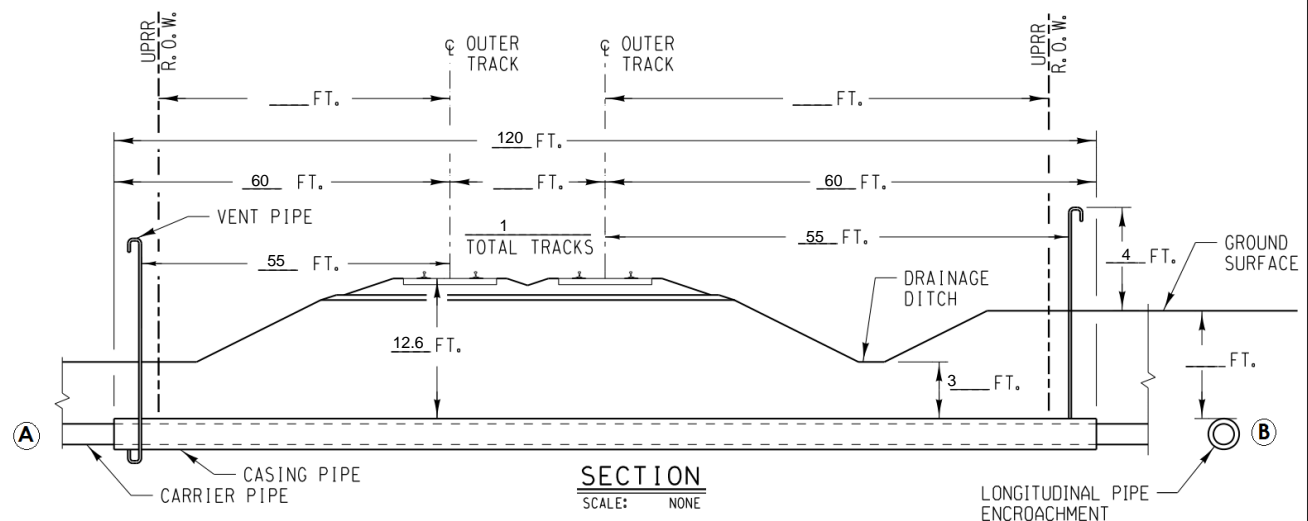
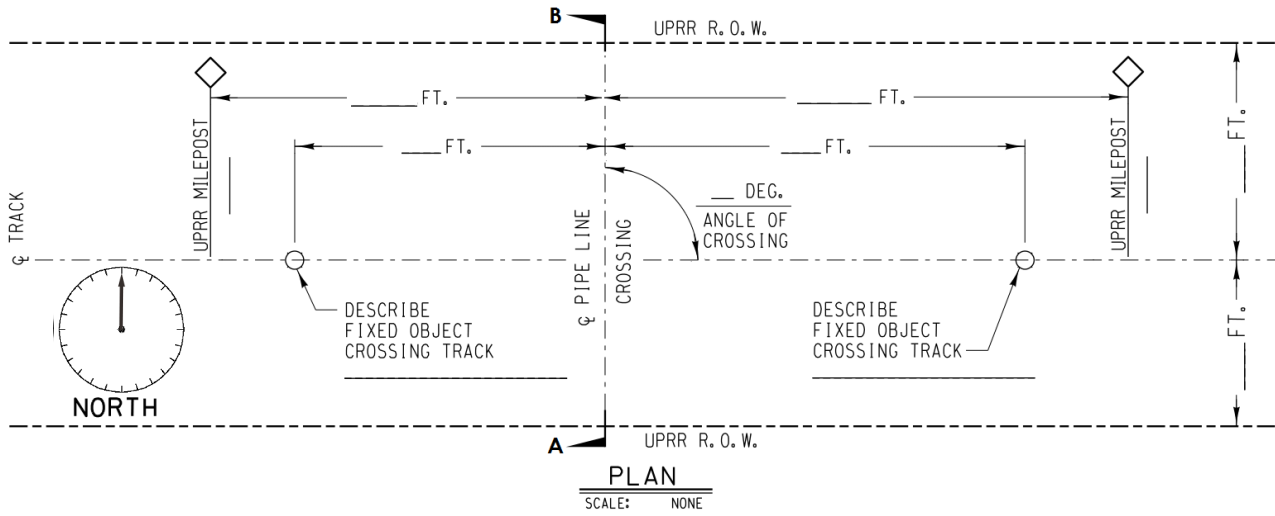
Norma J. Reynolds
Real Estate

Name Printed: _____

Title: _____

NON-FLAMMABLE LIQUID PIPELINE

- CROSSING
- ENCROACHMENT
- BOTH



- NOTES:
 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
 2) REFER TO AREMA VOLUME 1. CHAPTER 1. PART 5. SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL PLASTIC. IF RCP, CLASS V? NA
 COMMODITY TO BE CONVEYED WASTEWATER
 OPERATIONAL PRESSURE 25 PSI. MAOP 25 PSI.
 WALL THICKNESS (INCH)/ SCHEDULE 21. DIAMETER 3 IN.
 CATHODIC/COATING PROTECTION NO
- E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA
 TOTAL LENGTH CASING PIPE: 120 FT.
 WALL THICKNESS 0.375 IN. DIAMETER 8 IN.
 CATHODIC/COATING PROTECTION YES
 CASING PIPE IS SEALED AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES
60 AND 60.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION:		
TRACK TYPE: MAINLINE TRACK		
M.P.:	LAT.: 35.1125	
E.S.M.:	LONG.: -92.5075	
NEAREST CITY:	COUNTY:	STATE:
CONWAY	FAULKNER	AR
APPLICANT: CITY OF CONWAY, ARKANSAS		
FILE NO.: 0306454	DATE: 09/26/2017	

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

- A. The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.
- B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.
- C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Licensor's property, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

- D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.
- E. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 3. NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.

- A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work by calling the Response Management Communication Center (RMCC) at 888-877-7267. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

Michael L. Short
ASST MGR TRACK MNTCE
310 N Jonesboro Ave
Russellville, AR 72801
Cell Phone: 479-970-9584
Email: mshort@up.com

Michael J. Breier
ASST MGR SIGNAL MNTCE
1000 W 4TH ST
NORTH LITTLE ROCK, AR 72114
Cell Phone: 618-779-4229
Email: mjbreier@altonsothern.com

- B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.
- C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee, to the extent permitted by law, shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.
- D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five

(25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensee whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other special protective or safety measures are performed by Licensor, Licensor will bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

- E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.
- G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards

listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.
- I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- J. If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

- A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.
- B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

- A. The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor and nothing shall be done

or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

- B. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.
- C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensee or its contractors without the prior written permission of Licensor.
- D. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.
- E. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

- A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.
- B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR**

ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON LICENSOR'S PROPERTY.

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

- A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.
- B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

- A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property

in its care or custody).

B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;

2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;

3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;

4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;

5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR

6. LICENSEE'S BREACH OF THIS AGREEMENT,

EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.

C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit of proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the

Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

- A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.
- B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.
- C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Section 16. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Approved: Insurance Group
Created: 9/23/05
Last Modified: 03/29/10
Form Approved, AVP-Law

EXHIBIT C
Union Pacific Railroad Company
Contract Insurance Requirements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Union Pacific Railroad Company Property” as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Coverage For Certain Operations In Connection With Railroads” ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing “Union Pacific Property” as the Designated Job Site.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

Licensee’s statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability insurance. Licensee must maintain “Railroad Protective Liability” insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

The definition of “JOB LOCATION” and “WORK” on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement

E. Umbrella or Excess insurance. If Licensee utilizes umbrella or excess policies, and these policies must “follow form” and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker’s compensation and employers liability) must include Railroad as “Additional Insured” using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad’s negligence whether sole or partial, active or passive, and shall not be limited by Licensee’s liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D
SAFETY STANDARDS

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

I. Clothing

- A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

- (i) Waist-length shirts with sleeves.
 - (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
 - (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers

- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.



**City of Conway, Arkansas
Ordinance No. O-18-_____**

AN ORDINANCE APPROPRIATING FUNDS FOR THE TRAVEL OF CONWAY DISTRICT COURT DEPARTMENT DWI TEAM AND ACCEPTANCE OF REIMBURSEMENT FROM THE ARKANSAS STATE POLICE HIGHWAY SAFETY PROGRAM GRANT; AND FOR OTHER PURPOSES

Whereas, the City of Conway District Court has received a grant in the amount of up to \$15,000 from the Arkansas State Police Highway Safety Program Grant that will reimburse travel to DWI Court Training for the DWI Team Members; and

Whereas, the grant is 100% reimbursable to Conway District Court; which has a need to book travel in advance of the receipt of the grant.

Whereas, these funds must be expended with invoices and proof of payment submitted to the Arkansas State Police Safety Program for reimbursement.

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 \$15,000 from the Grant Fund– State Grant Revenue Account (399-000-4201) to the Conway District Court Travel Expenses Account in the Grant Fund (399-128-5720) and accept reimbursement funds from the grant post travel from the HSO in the amount of up to \$15,000.

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

PASSED this 9th day of October, 2018.

Approved:

Mayor Bart Castleberry

Attest:

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



Asa Hutchinson
Governor

State of Arkansas

ARKANSAS STATE POLICE

1 State Police Plaza Drive Little Rock, Arkansas 72209-4822 www.asp.arkansas.gov

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"



William J. Bryant
Director

FY 2019 HIGHWAY SAFETY SUBGRANT AGREEMENT
ALCOHOL/OTHER DRUGS COUNTERMEASURES PROGRAM

RECIPIENT

Faulkner County DWI Court
810 Parkway Street
Conway, Arkansas 72034
Telephone: (501) 450-6112
Fax: (501) 450-6184

GOVERNMENTAL UNIT

Faulkner County District Court
810 Parkway Street
Conway, Arkansas 72034

TAX ID NO:

71-6001898

PROJECT NO:

M5CS-2019-13-13-08

TYPE OF APPLICATION

- Initial
- Revision
- Continuation

FAIN NO: (See Invoice Form page 7)

DUNS NO: 098563026

PROJECT TITLE:

Faulkner County DWI Court

INITIAL PROJECT STARTING DATE

October 1, 2014

OPERATIONAL AREA OF PROJECT

Faulkner County

AMOUNT

<u>COST CATEGORY</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
Personal Services	\$15,000	-	-
Equipment	-	-	-
Maintenance & Operation	-	-	-
Other Direct Costs	-	-	-
Indirect Cost	-	-	-
Administrative Costs	-	-	-
Total	<u>\$15,000</u>	<u>\$0</u>	<u>\$0</u>

<u>PROJECT PERIOD</u>	<u>FUNDING PERIOD</u>
From: <u>10-1-2018</u>	From: <u>10-1-2018</u>
To: <u>9-30-2019</u>	To: <u>9-30-2019</u>

<u>SOURCE</u>	<u>FUNDING</u>	<u>AMOUNT</u>
Federal		\$15,000
State		\$0
Local		\$0
Total		<u>\$15,000</u>

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

INDEX

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AGREEMENT PREPARED BY:
TITLE:
ADDRESS:

Chip Payne
Program Manager
Arkansas State Police
Arkansas Highway Safety Office
1 State Police Plaza Drive
Little Rock, AR 72209
(501) 618-8134
(501) 618-8124

PHONE:
FAX:

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

SCOPE OF WORK

PROJECT GOALS: To implement a DWI court in Faulkner County, Arkansas.

SUMMARY OF PROJECT OBJECTIVES: To provide training to implement a DWI court in accordance with the National Drug Court Institute's Ten Guiding Principles of DWI Courts.

METHOD OF EVALUATION BY ASP/HSO

ADMINISTRATIVE: X
IMPACT EVALUATION:

REIMBURSEMENT - ACTUAL COST ONLY

- ASP/HSO will reimburse the recipient an amount equal to % of all eligible cost.
- X ASP/HSO will reimburse the recipient an amount equal to all eligible costs as identified in work statement.

REIMBURSEMENT LIMITS

1. Maximum amount eligible for reimbursement:
Federal Funds: \$15,000
State Funds: \$ 0

2. Only those orders placed and costs incurred during the following time period shall be eligible for reimbursement:
(Date) 10-01-2018 to (Date) 9-30-2019

3. The recipient must bear all costs not eligible for Federal reimbursement.

Federal and State regulations shall be the basis for determining eligibility of costs, as detailed in the General Provisions and Subgrant Agreement/Contract Terms.

This agreement may be amended only by written notice in advance and in accordance with ASP/HSO policy. (See Subgrant Agreement/Contract Terms.)

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

WORK STATEMENT

- A. The recipient, Faulkner County District Court, in exchange for consideration offered by the Arkansas State Police Highway Safety Office, hereafter referred to as the Arkansas Highway Safety Office (AHSO), and in the interest of improving traffic safety, hereby agrees to pursue the achievement of the following objectives:

Objective I: Implement a pilot DWI Court in Faulkner County, Arkansas in accordance with the National Drug Court Institute's Ten Guiding Principles of DWI Courts.

- a) Implement a DWI Court in accordance with the National Drug Court Institute's Ten Guiding Principles for DWI Courts.
- b) Develop a policies and procedures manual to govern the operation of the DWI Court.

Objective II: Assign a person on staff with the court to act as liaison between the DWI Court and HSO.

- a) Appoint a Project Coordinator to be a liaison between the recipient and the Arkansas Highway Safety Office (AHSO) and to be responsible for coordinating financial transactions associated with this subgrant agreement. Herein, give signature authorization for the Project Coordinator to request reimbursement and agreement change orders when applicable. Compensation for the Project Coordinator will be from other funds.
- b) The Project Coordinator will serve as interagency liaison, ensure that reimbursement requests, monthly activity reports and the Annual Project Activity Report are submitted in a timely manner, coordinate technical services for the project and be responsible for coordinating training for each component of this project.
- c) Ensure the Project Coordinator, or designee, has successfully completed the Arkansas Highway Safety Office Project Management course, if offered. This course will provide information and updates on State, Federal and Highway Safety Office policies and procedures. Travel, meals and lodging will be reimbursed for eligible participants. Participants will be notified of the specific dates and location of this course.

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

WORK STATEMENT

- d) An Out-of-State travel line item is included in the budget details to provide travel expenses for DWI Court Team members to attend traffic safety related conferences, workshops or other training events. Submit a written request for travel approval to the AHSO at least 30 days prior to the trip. All Out-of-State travel must receive prior written approval from the AHSO. All travel reimbursed through this agreement must comply with State Travel Regulations and the travel provision in the Sub-grant Agreement/Contract Terms (revised 8/1/18).

Objective III: Submit reimbursement requests, activity reports and an Annual project Activity Report in a timely manner.

- a) Submit a monthly reimbursement request and activity report, including PI&E, along with cover letter(s) to the AHSO by the 30th of the subsequent month in which activities are completed and expenditures are incurred in accordance with the format provided by the AHSO. Also, include with the reimbursement request (Subgrantee Invoice Forms (SIFs)), financial system generated expenditure reports/printouts which detail monthly expenses and reconcile to the SIFs. The monthly activity report shall include, but is not limited to, a summary of monthly work activities accomplished, the number and description of training sessions attended, the number of DWI cases before the court during the month, the number of clients admitted or progressed to each phase of the program for a given month, the number of random drug tests administered and the results, the number of clients graduating from the program, the number of participants dropping out of the program, and the number of public information contacts and a calendar of future activities. A monthly report satisfying the requirements as stated above must be received prior to processing of reimbursement requests.
- b) Submit the annual project activity report to the AHSO in accordance with formats which will be provided by the AHSO. This report and the final reimbursement request are due within 30 days following the end of the project period. Final payment will not be made to the recipient until a satisfactory annual project activity report is submitted.
- c) Provide information in the annual report concerning a possible plan for self-sufficiency describing a mechanism by which funds could be generated should Federal-aid Highway Safety funding no longer be made available to continue this project.

Objective IV: Maintain a project file.

- a) Create a project file for maintaining the agreement and financial documents. The file will contain a copy of the agreement, agreement terms, related ASP/AHSO policies and procedures, policies and procedures of the recipient related to this project's activities, copies of monthly activity reports and reimbursement requests, and correspondence relating to the agreement. The file must be maintained in one location and is subject to review by State and Federal authorities responsible for oversight of this agreement.
- b) Maintain on file copies of all financial records supporting monthly reimbursement requests (supporting documentation). Make supporting documentation for reconciling all expenses available for AHSO or Federal review or to be submitted upon request.

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

WORK STATEMENT

- B. The Arkansas Highway Safety Office (AHSO) hereby agrees to perform the following activities:
1. Reimburse the recipient for all eligible costs incurred in accordance with provisions stated in the Subgrant Agreement/Contract Terms. An analysis of reimbursable costs is provided in the attached Subgrantee Invoice Form.
 2. Provide reasonable consultative assistance to the recipient to aid in the achievement of project objectives.
 3. Conduct administrative and/or on-site evaluations to assess the effectiveness of the project. Evaluations will include, but are not limited to, a review of activity reports examining progress toward objectives stated in the work statement, reimbursement requests, fiscal management and on-site monitoring visits.



**Arkansas State Police
Highway Safety Office
Subgrantee Invoice Form
FY 2019**

SUBGRANT #:		M5CS-2019-13-13-08		AWARD PERIOD:		10/1/18 - 9/30/19	
CFDA TITLE: National Priority Safety Program							
EIN (Tax ID #):				AWARD AMOUNT:		CFDA#	
71-6001898				\$15,000.00		20.616	
FAIN		18X920405dAR17					
Request Period:							
Project: DWI Court Project							
Subgrantee Name: Faulkner County DWI Court						Telephone #: (501) 450-6112	
Mailing Address: 810 Parkway Street				Conway		Arkansas 72034	
Budget Categories		Approved Budget	Revised Budget	YTD Previous Expenditures	Expenditures This Period	YTD Total Expenditures	Remaining Budget
PERSONAL SERVICES							
Out-of-State Travel - M5CS		\$15,000.00				-	\$15,000.00
TOTAL		\$15,000.00	\$0.00	-	-	-	\$15,000.00
<p>Must include all equipment acquisitions of low value (500.00 - 4,999.99) or capital (5,000.00 or greater) and submit subgrantee low value and capital equipment inventory form with invoice form.</p> <p>On behalf of the subgrantee listed above, I certify that the items for which payment is claimed were furnished under the authority of the law and in accordance with the terms of our grant with the Arkansas State Police, Highway Safety Program and that the charges are reasonable, proper, and no part of this claim has been paid.</p>							Amount of this Request
Signature of Subgrantee:							Date:
Title:							
Contact Person:						Contact Phone: (501) 450-6112	
ARKANSAS STATE POLICE USE ONLY					OUTLINE AGREEMENT #:		
VENDOR #: 800001001		AGENCY CODE:			0960	DOC#:	
PO #:		GOODS REC.#:			MATERIAL #:		10119381
General Ledger #		Fund	Fund Center	Funds Reservation#	Cost Center	IO/WBS	AMOUNT
5100001000		SMP3021	1FJ		456729	F.0960.405-19-M5CS-S	
REVIEWED & APPROVED TO PAY							TOTAL
INITIAL		DATE:					
Program Specialist							
Fiscal Manager							
Highway Safety Manager							
HSA Administrator Signature:							DATE:
Attach Completed Line Item Detail Sheet and Mail To:							
Voucher #				Arkansas State Police		Highway Safety Office	
2019-				#1 State Police Plaza Drive		Voucher #	
FAXED BILLS WILL NOT BE ACCEPTED				Little Rock, Arkansas 72209		2019-	



Arkansas State Police
Highway Safety Office
Line Item Details
FY 2019



Project Name: Faulkner County DWI Court
DWI Court Project

Report Period:

Personal Services

Out-of-State Travel

Registration	<u>\$0.00</u>
Airfare	<u>\$0.00</u>
Baggage Fees	<u>\$0.00</u>
Lodging	<u>\$0.00</u>
Meals	<u>\$0.00</u>
Mileage	<u>\$0.00</u>
Taxi/Shuttle	<u>\$0.00</u>
Parking	<u>\$0.00</u>

Subtotal \$0.00

TOTAL BILLED \$0.00

Attach to Page 7

ARKANSAS STATE POLICE
HIGHWAY SAFETY SUBGRANT AGREEMENT

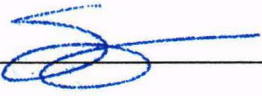
ACCEPTANCE AND AUTHORIZATION TO PROCEED

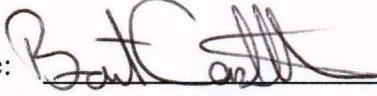
It is understood and agreed by the undersigned that a subgrant received for this agreement is subject to the Fixing America's Surface Transportation (FAST) Act, subsequent U.S. Department of Transportation funding reauthorization, and all administrative regulations governing this grant established by the U.S. Department of Transportation approved in accordance with 2 CFR Part 1201 subject to the availability of Federal funds. It is further understood that any State funds utilized within are subject to all applicable State regulations and are likewise subject to their availability. It is expressly agreed that this agreement including the Appendix (Subgrant Agreement/Contract Terms and Attachment), constitute an official part of the State's Highway Safety Program and that said recipient will meet the requirements as set forth herein.

The recipient has appointed the following official representatives with legal authority to accept this subgrant agreement, acknowledge the certifications and assurances in Appendix ii of this agreement, and provide such additional information as may be required.

A. SUBGRANT DIRECTOR

B. AUTHORIZING OFFICIAL

1. Signature: 
2. Name: Honorable Susan Weaver
3. Title: District Judge
Faulkner County
4. Date: 09/24/2018

1. Signature: 
2. Name: Honorable Bart Castleberry
3. Title: Mayor
City of Conway
4. Date: 9/20/2018

Approval to proceed, effective 10-1-2018 to 9-30-2019 with committed Federal funds of \$15,000 and State funds of \$0, given by the State Official responsible to the Governor for administration of the State Highway Safety Program:

Approved:

Director, Arkansas State Police
and
Governor's Highway Safety Representative

Date



City of Conway, Arkansas
Ordinance No. O-18-___

AN ORDINANCE APPROPRIATING INSURANCE PROCEEDS AND AD VAL FUNDS AND WAIVING BID REQUIREMENTS FOR THE ANIMAL WELFARE UNIT BUILDING REPAIR; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:

Whereas, The Conway Animal Welfare Department recently received property damage from a failed hot water heater and would like to repair and update the facility; and

Whereas, The Conway Animal Welfare Department received \$10,378.64 from the Municipal Property Program; and

Whereas, The Conway Animal Welfare Department received quotes for the emergency repair and would like to recommend Hiegel Building Solutions in the amount of \$44,980; and

Whereas, The Conway Animal Welfare Department would like to appropriate \$26,000 from the Animal Welfare Ad Val Fund to complete this project.

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

Section 1. The City of Conway shall waive the competitive bid requirement for the emergency repair and approve Hiegel Building Solutions.

Section 2. The City of Conway accept insurance proceeds in the amount of \$10,378.64 from 001-119-4360 and appropriate funds into 001-127-5904 General fund CIP – Building Improvement Account.

Section 3. The City of Conway shall appropriate \$26,000 from the Animal Welfare Ad Val Fund Balance Appropriation Account 222-127-4900 and transfer funds into 001-127-5904 CIP -Building Improvements.

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.

Section 5. All ordinances in conflict herewith are repealed to the extent of the conflict.

PASSED this 9th day of October 2018.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Resolution No. R-18-_____**

A RESOLUTION AUTHORIZING THE MILLAGE RATE OF A VOLUNTARY PROPERTY TAX FOR THE PURPOSE OF OPERATING THE CITY OF CONWAY ANIMAL WELFARE SHELTER, FOR THE YEAR 2018 TO BE COLLECTED IN 2019

Whereas, Ark. Code Ann. § 26-25-102 provides that a city may levy a voluntary property tax on the real and personal property located within the city for the City of Conway Animal Welfare Shelter, in any one year, pursuant to the provisions of the Arkansas Constitution; and

Whereas, Ark. Code Ann. § 26-73-202 requires the City Council of any municipal corporation to make out and certify to the county clerk the rate of taxation levied by the city on all the real and personal property within the city; and

Whereas, by vote of the electors of the City of Conway, Arkansas, at Special Election held on November 5th, 1968, and that the Mayor is hereby ordered and directed to certify the same to the County Clerk, and authorize the Quorum Court of Faulkner County to levy said tax for the year 2018 to be collected in 2019.

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

Section 1: The voluntary property tax rate for the City of Conway Animal Welfare Shelter on the real and personal property situated within the city and to be collected in the year 2019 shall be fixed and levied at the rate of Two Tenths (.2) mill on each dollar of assessed value of real and personal property.

Section 2: The rate of taxation levied herein on the real and personal property within the city shall, by this Resolution, be certified to the County Clerk to be placed upon the tax books and collected in the same manner that the state and county taxes are collected.

Section 3: The Quorum Court of Faulkner County is hereby authorized to levy the said tax as set forth herein for real and personal property located within the City of Conway, for the year 2018, to be collected in 2019, at its regular meeting in November according to law.

Passed this 9th day of October, 2018.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City/Clerk Treasurer



**City of Conway, Arkansas
Resolution No. R-18-___**

A RESOLUTION AUTHORIZING THE MILLAGE RATE OF A VOLUNTARY PROPERTY TAX FOR THE PURPOSE OF OPERATING THE CITY OF CONWAY PUBLIC RECREATION AND PLAYGROUNDS, FOR THE YEAR 2018 TO BE COLLECTED IN 2019

Whereas, Ark. Code Ann. § 26-25-102 provides that a city may levy a voluntary property tax on the real and personal property located within the city for the City of Conway Public Recreation and Playgrounds, in any one year, pursuant to the provisions of the Arkansas Constitution; and

Whereas, Ark. Code Ann. § 26-73-202 requires the City Council of any municipal corporation to make out and certify to the county clerk the rate of taxation levied by the city on all the real and personal property within the city; and

Whereas, by vote of the electors of the City of Conway, Arkansas, at Special Election held on October 27th, 1964 under the provisions of Ordinance No. A-418, and that the Mayor is hereby ordered and directed to certify the same to the County Clerk, and authorize the Quorum Court of Faulkner County to levy said tax for the year 2018 to be collected in 2019.

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

Section 1: The voluntary property tax rate for the City of Conway public recreation and playgrounds on the real and personal property situated within the city and to be collected in the year 2019 shall be fixed and levied at the rate of **Four-Tenth's (.4) mill** on each dollar of assessed value of real and personal property.

Section 2: The rate of taxation levied herein on the real and personal property within the city shall, by this Resolution, be certified to the County Clerk to be placed upon the tax books and collected in the same manner that the state and county taxes are collected.

Section 3: The Quorum Court of Faulkner County is hereby authorized to levy the said tax as set forth herein for real and personal property located within the City of Conway, for the year 2018, to be collected in 2019, at its regular meeting in November according to law.

Passed this 9th day of October, 2018.

Approved:

Mayor Bart Castleberry

Attest:

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



**City of Conway, Arkansas
Resolution No. R-18-_____**

A RESOLUTION AUTHORIZING THE MILLAGE RATE OF A VOLUNTARY PROPERTY TAX FOR THE PURPOSE OF OPERATING AND MAINTAINING THE CITY OF CONWAY CEMETERIES, FOR THE YEAR 2018 TO BE COLLECTED IN 2019.

Whereas, Ark. Code Ann. §26-25-102 provides that a city may levy a **voluntary** property tax on the real and personal property located within the city for the **City of Conway Cemeteries**, in any one year, pursuant to the provisions of the Arkansas Constitution; and

Whereas, Ark. Code Ann. §26-73-202 requires the City Council of any municipal corporation to make out and certify to the county clerk the rate of taxation levied by the city on all the real and personal property within the city; and

Whereas, the City Council has determined that it is in the best interests of the City of Conway and its citizens to levy the rate of voluntary taxation on the real and personal property located within the said city as set forth herein, and to certify the same to the County Clerk, and authorize the Quorum Court of Faulkner County to levy said tax for the year 2018 to be collected in 2019.

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

Section 1: The voluntary property tax rate for the City of Conway Cemeteries on the real and personal property situated within the city and to be collected in the year 2019 shall be fixed and levied at the rate of **Four-Tenth's (.4) mill** on each dollar of assessed value of real and personal property.

Section 2: The rate of taxation levied herein on the real and personal property within the city shall, by this Resolution, be certified to the County Clerk to be placed upon the tax books and collected in the same manner that the state and county taxes are collected.

Section 3: The Quorum Court of Faulkner County is hereby authorized to levy the said tax as set forth herein for real and personal property located within the City of Conway, for the year 2018, to be collected in 2019, at its regular meeting in November according to law.

Passed this 9th day of October, 2018.

Approved:

Mayor Bart Castleberry

Attest:

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



**City of Conway, Arkansas
Resolution No. R-18-___**

**A RESOLUTION AUTHORIZING THE MILLAGE RATE OF PROPERTY TAX FOR THE CITY OF
CONWAY POLICE OFFICER PENSION, FOR THE YEAR 2018 TO BE COLLECTED IN 2019**

Whereas, Ark. Code Ann. § 26-25-102 provides that a city may levy a tax on the real and personal property located within the city for the City of Conway Police Officer Pension and Relief Fund, in any one year, pursuant to the provisions of the Arkansas Constitution; and

Whereas, Ark. Code Ann. § 26-73-202 requires the City Council of any municipal corporation to make out and certify to the county clerk the rate of taxation levied by the city on all the real and personal property within the city; and

Whereas, by vote of the electors of the City of Conway, Arkansas, at General Election held on November 4th, 1958, and that the Mayor is hereby ordered and directed to certify the same to the County Clerk, and authorize the Quorum Court of Faulkner County to levy said tax for the year 2018 to be collected in 2019.

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

Section 1: The property tax rate for the City of Conway Policeman's Pension and Relief Fund on the real and personal property situated within the city and to be collected in the year 2019 shall be fixed and levied at the rate of Four-Tenth's (.4) mill on each dollar of assessed value of real and personal property.

Section 2: The rate of taxation levied herein on the real and personal property within the city shall, by this Resolution, be certified to the County Clerk to be placed upon the tax books and collected in the same manner that the state and county taxes are collected.

Section 3: The Quorum Court of Faulkner County is hereby authorized to levy the said tax as set forth herein for real and personal property located within the City of Conway, for the year 2018, to be collected in 2019, at its regular meeting in November according to law.

Passed this 9th day of October, 2018.

Approved:

Mayor Bart Castleberry

Attest:

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



**City of Conway, Arkansas
Resolution No. R-18-_____**

A RESOLUTION AUTHORIZING THE MILLAGE RATE OF PROPERTY TAX FOR THE CITY OF CONWAY FIRE FIGHTER'S PENSION AND RELIEF FUND, FOR THE YEAR 2018 TO BE COLLECTED IN 2019

Whereas, Ark. Code Ann. § 26-25-102 provides that a city may levy a tax on the real and personal property located within the city for the City of Conway Fire Fighter's Pension and Relief Fund, in any one year, pursuant to the provisions of the Arkansas Constitution; and

Whereas, Ark. Code Ann. § 26-73-202 requires the City Council of any municipal corporation to make out and certify to the county clerk the rate of taxation levied by the city on all the real and personal property within the city; and

Whereas, by vote of the electors of the City of Conway, Arkansas, at Special Election held on May 3rd, 1966, and that the Mayor is hereby ordered and directed to certify the same to the County Clerk, and authorize the Quorum Court of Faulkner County to levy said tax for the year 2018 to be collected in 2019.

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

Section 1: The property tax rate for the City of Conway Fire Fighters Pension and Relief Fund on the real and personal property situated within the city and to be collected in the year 2019 shall be fixed and levied at the rate of Four-Tenth's (.4) mill on each dollar of assessed value of real and personal property.

Section 2: The rate of taxation levied herein on the real and personal property within the city shall, by this Resolution, be certified to the County Clerk to be placed upon the tax books and collected in the same manner that the state and county taxes are collected.

Section 3: The Quorum Court of Faulkner County is hereby authorized to levy the said tax as set forth herein for real and personal property located within the City of Conway, for the year 2018, to be collected in 2019, at its regular meeting in November according to law.

Passed this 9th day of October, 2018.

Approved:

Mayor Bart Castleberry

Attest:

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



City of Conway, Arkansas
Resolution No. R-18-___

A RESOLUTION AUTHORIZING THE MILLAGE RATE OF PROPERTY TAX FOR THE CITY OF CONWAY NON-UNIFORM PENSION AND RELIEF FUND, FOR THE YEAR 2018 TO BE COLLECTED IN 2019

Whereas, Ark. Code Ann. § 26-25-102 provides that a city may levy a tax on the real and personal property located within the city for the Conway Paid Non-Uniformed Pension and Relief Fund, in any one year, pursuant to the provisions of the Arkansas Constitution; and

Whereas, Ark. Code Ann. § 26-73-202 requires the City Council of any municipal corporation to make out and certify to the county clerk the rate of taxation levied by the city on all the real and personal property within the city; and

Whereas, by vote of the electors of the City of Conway, Arkansas, at Special Election held on May 3rd, 1966, and that the Mayor is hereby ordered and directed to certify the same to the County Clerk, and authorize the Quorum Court of Faulkner County to levy said tax for the year 2018 to be collected in 2019.

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

Section 1: The property tax rate for the City of Conway Paid Non-Uniformed Pension and Relief Fund on the real and personal property situated within the city and to be collected in the year 2019 shall be fixed and levied at the rate of Four Tenth's (.4) mill on each dollar of assessed value of real and personal property.

Section 2: The rate of taxation levied herein on the real and personal property within the city shall, by this Resolution, be certified to the County Clerk to be placed upon the tax books and collected in the same manner that the state and county taxes are collected.

Section 3: The Quorum Court of Faulkner County is hereby authorized to levy the said tax as set forth herein for real and personal property located within the City of Conway, for the year 2018, to be collected in 2019, at its regular meeting in November according to law.

Passed this 9th day of October, 2018.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City/Clerk Treasurer



**City of Conway, Arkansas
Resolution No. R-18-_____**

**A RESOLUTION AUTHORIZING THE MILLAGE RATE OF PROPERTY TAX FOR THE CITY OF
CONWAY, ARKANSAS FOR THE YEAR 2018 TO BE COLLECTED IN 2019**

Whereas, Ark. Code Ann. § 26-25-102 provides that a city may levy a tax on the real and personal property located within the city for the purpose of raising **General Fund revenues** in any one year, pursuant to the provisions of the Arkansas Constitution; and

Whereas, Ark. Code Ann. § 26-73-202 requires the City Council of any municipal corporation to make out and certify to the county clerk the rate of taxation levied by the city on all the real and personal property within the city; and

Whereas, the City Council has determined that it is in the best interests of the City of Conway and its citizens to levy the rate of taxation on the real and personal property located within the said city as set forth herein, and to certify the same to the County Clerk, and authorize the Quorum Court of Faulkner County to levy said tax for the year 2018 to be collected in 2019.

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

Section 1: The property tax rate for the City of Conway **General Fund Revenue** on the real and personal property situated within the city and to be collected in the year 2019 shall be fixed and levied at the rate of **Three (3.0) mill** on each dollar of assessed value of real and personal property.

Section 2: The rate of taxation levied herein on the real and personal property within the city shall, by this Resolution, be certified to the County Clerk to be placed upon the tax books and collected in the same manner that the state and county taxes are collected.

Section 3: The Quorum Court of Faulkner County is hereby authorized to levy the said tax as set forth herein for real and personal property located within the City of Conway, for the year 2018, to be collected in 2019, at its regular meeting in November according to law.

Passed this 9th day of October, 2018.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City/Clerk Treasurer