

Mayor Bart Castleberry
Clerk/Treasurer 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

Tuesday, May 28th, 2019 City Council Agenda

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

<u>5:30pm:</u>	Update from MEMS & Roundabout Study
<u>6:30pm:</u>	City Council Meeting
<u>Call to Order:</u>	Bart Castleberry, Mayor
<u>Roll Call:</u>	Michael O. Garrett, Clerk/Treasurer
<u>Minutes Approval:</u>	April 23 rd , 2019
<u>Monthly Financial Report:</u>	Month ending April 30 th , 2019

Report of Standing Committees:

A. Community Development Committee (Airport, Community Development, Planning & Development, Permits & Inspection (Code Enforcement), Historic District, Transportation)

1. Resolution setting a public hearing to discuss closing a portion of Factory Street right of way between Mill & Garland Street.
2. Resolution setting a public hearing to discuss vacating all of the Audubon Place right of way adjacent to/abutting Lots 1-3, 4A, 5A, and 6-7 Audubon Place Subdivision.
3. Resolution approving the program year 2019 Community Development Block grant budget and submittal of Action Plan.
4. Ordinance to approve the transfer of a license to Vincent’s Road Hog BBQ located at 2850 Prince Street, Suite 99, Conway, AR 72034.
5. Resolution requesting Faulkner County Tax Collector place a lien against property located at 2407 Parkwood for expenses incurred by the City.
6. Resolution requesting Faulkner County Tax Collector place a lien against property located at 2127 Hairston Street for expenses incurred by the City.
7. Resolution to condemn & raze the structure located at 217 Davis Street for the Code Enforcement Department.
8. Consideration to dispose of inventory (vehicle) for the Permits & Inspection Department.
9. Consideration to approve the revision to the Standard Detail for Roadway & Drainage Construction for the Transportation Department.
10. Ordinance appropriating funds and accept bids for the mowing, landscape management, and herbicide application for the Transportation Department.
11. Ordinance appropriating funds and entering into an agreement for construction observation services for the Transportation Department.

12. Ordinance appropriating funds and approving professional services for the Salem Road Improvements (College to Dave Ward Drive).
13. Consideration to approve Moriah Brunner, Kim Lane and Isaac Sims to the Bicycle and Pedestrian Advisory Board.
14. Ordinance accepting a grant from the Arkansas Historic Preservation Program and appropriating matching grant funds for the Historic District Commission to be administered by the Planning & Development Department.
15. Ordinance to amend the Conway Subdivision Ordinance (O-00-03) in regards to sidewalks for the Planning & Development Department.
16. Ordinance amending the Conway Zoning Ordinance to amend setbacks in certain zones for the Planning & Development Department.
17. Ordinance amending the zoning ordinance to change the title to zoning code for the Planning & Development Department.

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

1. Consideration to approve the disposal of inventory (equipment) for the Parks & Recreation Department.
2. Resolution to authorize donation of softball field light system from 5th Avenue Park to City of Guy, Arkansas from the Parks & Recreation Department.
3. Resolution to utilize Federal Recreation Trail Program (RTP) funds for the Stone Dam Creek Phase II Project (Donaghey Ave to South German Lane) for the Parks & Recreation Department.
4. Consideration to approve the disposal of inventory (equipment & vehicles) for the Department of Sanitation.
5. Consideration to enter into an agreement with Pratt Recycling for the Department of Sanitation.
6. Consideration to enter into a pipeline crossing agreement with Union Pacific Railroad Company for the Department of Sanitation.
7. Ordinance waiving the competitive bid process for the purchase of a refuse truck and a roll-off truck for the Department of Sanitation.

C. Public Safety Committee (Police, Fire, District Court, Animal Welfare Unit, CEOC - Communication Emergency Operations Center, Department of Information Systems & Technology, & Office of the City Attorney)

1. Ordinance appropriating reimbursement funds for the Conway Police Department.

D. New Business

1. Discussion of medical marijuana violations.

Adjournment



City of Conway, Arkansas
Monthly Financial Reports
April 30, 2019

City of Conway
 Monthly Financial Report - General Fund
 For the month ended April 30, 2019



Revenues	Budget	Month Activity	Year to Date	Encumbered	(Over)/Under Budget	% Expend/Collect
Ad Valorem Tax	4,000,000	92,086	823,344		3,176,656	21%
Payments in Lieu of Tax	20,000	-	-		20,000	0%
State Tax Turnback	930,000	64,100	192,187		737,813	21%
Insurance Tax Turnback - LOPFI	1,300,000	-	-		1,300,000	0%
Sales Tax	19,750,000	1,452,566	6,543,574		13,206,426	33%
Beverage Tax	450,000	46,388	160,422		289,578	36%
Franchise Fees	3,409,000	309,641	1,213,886		2,195,114	36%
Permits	441,500	49,024	229,396		212,104	52%
ACIEA Revenues	2,500	1,593	5,597		(3,097)	224%
Dog Tags & Fees	30,000	2,560	7,250		22,750	24%
Municipal Court Fines and Fees	959,000	89,987	213,812		745,188	22%
Law Enforcement	759,599	46,346	130,661		628,938	17%
Parks	600,500	58,477	281,082		319,418	47%
Interest Income	102,500	18,516	78,560		23,940	77%
Proceeds from Sale of Assets	1,997	3,417	16,043		(14,046)	803.3%
Insurance Proceeds	4,825	2,192	7,092		(2,268)	147%
Donations	-	300	2,050		(2,050)	-
Act 833 Revenue	90,000	-	-		90,000	0%
Miscellaneous Revenues	147,500	13,259	53,718		93,782	36%
Transfers from Other Funds	723,000	35,250	149,061		573,939	21%
Total Revenues	33,721,921	2,285,701	10,107,737	-	23,614,184	30%
Expenditures						
Admin (Mayor, HR)	3,548,286	101,650	357,424	7,470	3,183,393	10%
Finance	435,941	23,377	95,080	-	340,861	22%
City Clerk/Treasurer	145,569	11,250	45,162	-	100,407	31%
City Council	103,031	6,097	26,542	-	76,489	26%
Planning	521,122	27,552	179,225	1,125	340,773	34%
Physical Plant	548,775	38,954	144,148	4,563	400,065	26%
Information Technology	1,051,439	133,998	361,800	9,613	680,025	34%
Permits and Inspections	620,759	44,543	174,188	423	446,148	28%
Nondepartmental	659,721	25,044	400,905	782	258,035	61%
Police	12,257,536	979,513	3,937,141	85,466	8,234,929	32%
CEOC	1,261,613	91,025	336,863	2,224	922,527	27%
Animal Welfare	481,225	43,335	149,706	2,136	329,383	31%
Municipal District Court	951,567	70,060	310,979	2,260	638,328	33%
City Attorney	478,065	35,056	155,859	164	322,042	33%
Fire	10,330,146	757,863	3,048,524	117,589	7,164,033	30%
Parks	3,118,156	200,004	863,316	56,159	2,198,681	28%
Total Expenditures	36,512,952	2,589,321	10,586,860	289,975	25,636,117	29%
Net Revenue/(Expense)	(2,791,031)		(479,123)			

*All figures are unaudited

Notes:

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

City of Conway
General Fund
2019



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-19-25	2/26/19	Upgrade Finance software	6,500
R-19-05	2/20/19	Settlement of the Raines case	30,000
O-19-39	3/26/19	Remodel new City Hall	2,658,627
			<u>\$ 2,695,127</u>

City of Conway
 Balance Sheet - General Fund
 For the month ended April 30, 2019



Cash - Operating	5,146,798
Cash - Reserve	2,098,810
Petty Cash	715
Taxes Receivable	3,627,211
Accounts Receivable	5,122,057
Due from Other Funds	40,368
Due from Street	45,725
Due from Component Unit	216,783
Fleet Inventory	15,539
Fuel Inventory	22,804
General Inventory	585
<i>Assets</i>	<u>16,337,396</u>
Accounts Payable	(50,841)
Salaries Payable	290,544
Insurance and Benefits Payable	68,204
Held for Others - Performance Bonds	(20)
Held for Others - Crimestopper Reward	5,000
Event Deposits	1,800
Due to Other Funds	11,196
Deferred Revenue	4,644,676
<i>Liabilities</i>	<u>4,970,559</u>
Fund Balance - Committed to cash flow	2,000,000
Fund Balance - Committed to reserve	2,000,000
Fund Balance - Unassigned	7,366,837
<i>Fund Balance</i>	<u>11,366,837</u>
<i>Total Liabilities & Fund Balance</i>	<u>16,337,396</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Street Fund
 For the month ended April 30, 2019



	<u>Budget</u>	<u>Month Activity</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>(Over)/Under Budget</u>	<u>% Expend/Collect</u>
Revenues						
Ad Valorem Tax	1,500,000	33,905	94,124		1,405,876	6%
Payments in Lieu of Tax	8,000	-	-		8,000	0%
State Tax Turnback	2,683,474	210,459	858,622		1,824,852	32%
AHTD 1/2 Cent Sales Tax Turnback	1,320,000	115,670	459,112		860,888	35%
Severance Tax	120,000	19,877	51,323		68,677	43%
Sales Tax	270,000	20,353	91,687		178,313	34%
Sign Permits	-	180	480		(480)	-
Engineering Fees	10,000	400	3,600		6,400	36%
Insurance Proceeds		85	85			
Interest Income	96,000	11,774	46,024		49,976	48%
Miscellaneous Revenues	842	-	842		0	100%
Total Revenues	6,008,316	412,703	1,605,899	-	4,402,502	27%
Expenditures						
Personnel Costs	2,902,800	183,382	704,758	-	2,198,042	24%
Other Operating Costs	3,231,347	133,292	586,712	78,130	2,566,505	18%
Total Operating Costs	6,134,147	316,675	1,291,469	78,130	4,764,547	21%
Capital Outlay	418,087	-	66,951	208,090	143,046	16%
Total Expenditures	6,552,233	316,675	1,358,420	286,220	4,907,593	21%
Net Revenue/(Expense)	(543,917)		247,478			

*All figures are unaudited

Notes:

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

City of Conway
Street Fund
2019

Fund Balance Appropriations



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

City of Conway
Balance Sheet - Street Fund
For the month ended April 30, 2019



Cash - Operating	4,839,864
Taxes Receivable	50,824
Accounts Receivable	1,715,828
Due from Other Funds	26,323
<i>Assets</i>	<u>6,632,838</u>
Salaries Payable	19,899
Insurance and Benefits Payable	7,566
Due to Other Funds	2,189
Due to General	45,224
Deferred Revenue	1,363,995
<i>Liabilities</i>	<u>1,438,871</u>
<i>Fund Balance</i>	<u>5,193,967</u>
<i>Total Liabilities & Fund Balance</i>	<u>6,632,838</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Sanitation
 For the month ended April 30, 2019



	<u>Budget</u>	<u>Month Activity</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>(Over)/Under Budget</u>	<u>% Expend/Collect</u>
Revenues						
Sanitation Fees	9,000,000	799,090	3,028,951		5,971,049	34%
Proceeds - Recycled Materials	400,000	40,501	161,836		238,164	40%
Landfill Fees - General	200,000	23,518	61,671		138,329	31%
Interest Income	100,000	31,800	126,895		(26,895)	127%
Proceeds from Sale of Assets	-	-	150		(150)	-
Miscellaneous Revenues	-	47	56		(56)	-
Total Revenues	9,700,000	894,955	3,379,559	-	6,320,441	35%
Expenditures						
Personnel Costs	4,630,294	349,569	1,352,070	-	3,278,224	29%
Other Operating Costs	<u>3,027,500</u>	<u>282,489</u>	<u>715,458</u>	<u>105,326</u>	<u>2,206,715</u>	<u>24%</u>
Total Operating Costs	7,657,794	632,057	2,067,528	105,326	5,484,939	27%
Capital Outlay	<u>3,482,193</u>	<u>-</u>	<u>293,312</u>	<u>978,144</u>	<u>2,210,737</u>	<u>8%</u>
Total Expenditures	11,139,987	632,057	2,360,840	1,083,470	7,695,677	21%
Net Revenue/(Expense)	(1,439,987)		<u>1,018,718</u>			

*All figures are unaudited

Notes:

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

City of Conway
Sanitation Fund
2019

Fund Balance Appropriations



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

City of Conway
 Balance Sheet - Sanitation
 For the month ended April 30, 2019



Cash - Operating	7,760,865
Petty Cash	200
Post Closure Cash Account	5,875,835
Accounts Receivable	13,334
Due from Other Funds	(537)
Due from Component Unit	789,483
General Inventory	2,122
Land & Buildings	2,267,481
Infrastructure	950,578
Machinery and Equipment	3,672,442
Vehicles	331,509
Deferred Outflows of Resources	2,025,687
<i>Assets</i>	<u>23,688,998</u>
Accounts Payable	3,869
Salaries Payable	45,433
Insurance and Benefits Payable	25,407
Compensated Absences	168,607
Net Pension Obligation	10,673,533
Deferred Inflows of Resources	1,644,081
Due to Other Funds	59,095
Landfill Close/Post Close	8,621,822
<i>Liabilities</i>	<u>21,241,847</u>
<i>Net Assets</i>	<u>2,447,151</u>
<i>Total Liabilities and Net Assets</i>	<u>23,688,998</u>

*All figures are unaudited

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

City of Conway
 Monthly Financial Report - Airport
 For the month ended April 30, 2019



	<u>Budget</u>	<u>Month</u> <u>Activity</u>	<u>Year to</u> <u>Date</u>	<u>Encumbered</u>	<u>(Over)/Under</u> <u>Budget</u>	<u>%</u> <u>Expend/Collect</u>
Revenues						
Sales Tax	13,000	3,935	5,504		7,496	42%
Airport Fuel Sales	900,000	64,465	220,850		679,150	25%
T-Hangar Rent	118,000	535	29,915		88,085	25%
Community Hangar Rent	25,000	-	8,400		16,600	34%
Ground Leases	125,000	17,424	34,848		90,152	28%
Miscellaneous Revenues	13,000	1,505	3,855		9,145	30%
Total Revenues	1,194,000	87,864	303,372	-	890,628	25%
Expenditures						
Personnel Costs	309,701	20,964	92,255	-	217,446	30%
Fuel for Resale	701,000	31,409	185,237	-	515,763	26%
Other Operating Costs	182,450	19,717	40,232	5,625	136,593	22%
Total Operating Costs	1,193,151	72,090	317,723	5,625	869,802	27%
Capital Outlay	32,000	-	-	19,746	12,254	0%
Total Expenditures	1,225,151	72,090	317,723	25,371	882,056	26%
Net Revenue/(Expense)	(31,151)		(14,351)			

*All figures are unaudited

Notes:

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

City of Conway

Airport Fund

2019

Fund Balance Appropriations



<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-19-36	3/26/19	Add an Airport Line Tech II position	35,670

City of Conway
 Balance Sheet - Airport
 For the month ended April 30, 2019



Cash - Operating	301,357
Taxes Receivable	2,102
Accounts Receivable - Fuel Vendor	34,334
Land	1,254,473
Buildings	4,204,034
Machinery & Equipment	736,087
Vehicles	9,141
Infrastructure	23,962,938
<i>Assets</i>	<u>30,504,468</u>
Salaries Payable	3,230
Insurance and Benefits Payable	2,667
Compensated Absences	5,127
Due to General	6,181
<i>Liabilities</i>	<u>17,205</u>
<i>Fund Balance</i>	30,487,263
<i>Total Liabilities & Fund Balance</i>	<u>30,504,468</u>

*All figures are unaudited

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

City of Conway
Monthly Financial Report - Major Project Funds
For the month ended April 30, 2019



Parks and Rec A&P Tax

Balance, 3/31/19	1,096,208
Receipts	329,883
Payments	(581,505)
Balance, 4/30/19	\$ 844,586

Pay as you go Sales Tax

Balance, 3/31/19	1,997,220
Receipts	542,587
Payments	(328,619)
Balance, 4/30/19	\$2,211,187

Street Impact Fees

Balance, 3/31/19	1,277,055
Receipts	59,727
Payments	(236,943)
Balance, 4/30/19	\$1,099,839

Parks Impact Fees

Balance, 3/31/19	706,620
Receipts	31,987
Payments	(52,247)
Balance, 4/30/19	\$ 686,360

Street Sales Tax

Balance, 3/31/19	4,005,351
Receipts	808,631
Payments	-
Balance, 4/30/19	\$4,813,983



**City of Conway, Arkansas
Resolution No. R-19-___**

**A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSING OF A PORTION OF THE
FACTORY STREET PUBLIC RIGHT OF WAY, IN THE CITY OF CONWAY, ARKANSAS.**

Whereas, a petition has been filed with the City Council of the City of Conway, Arkansas by Nabholz Construction, to abandon the portion of the 66' Factory Street right-of-way, south of Mill Street and north of Garland Street, within the corporate limits of the City of Conway, Arkansas; and

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

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

1. That the City Council shall hear said petition at its regular meeting to be held at the Russell L. "Jack" Roberts District Court Building, 810 Parkway Street, Conway, Arkansas, on the 25th day of June, 2019 at 6:30 pm.
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the matter prescribed by law.

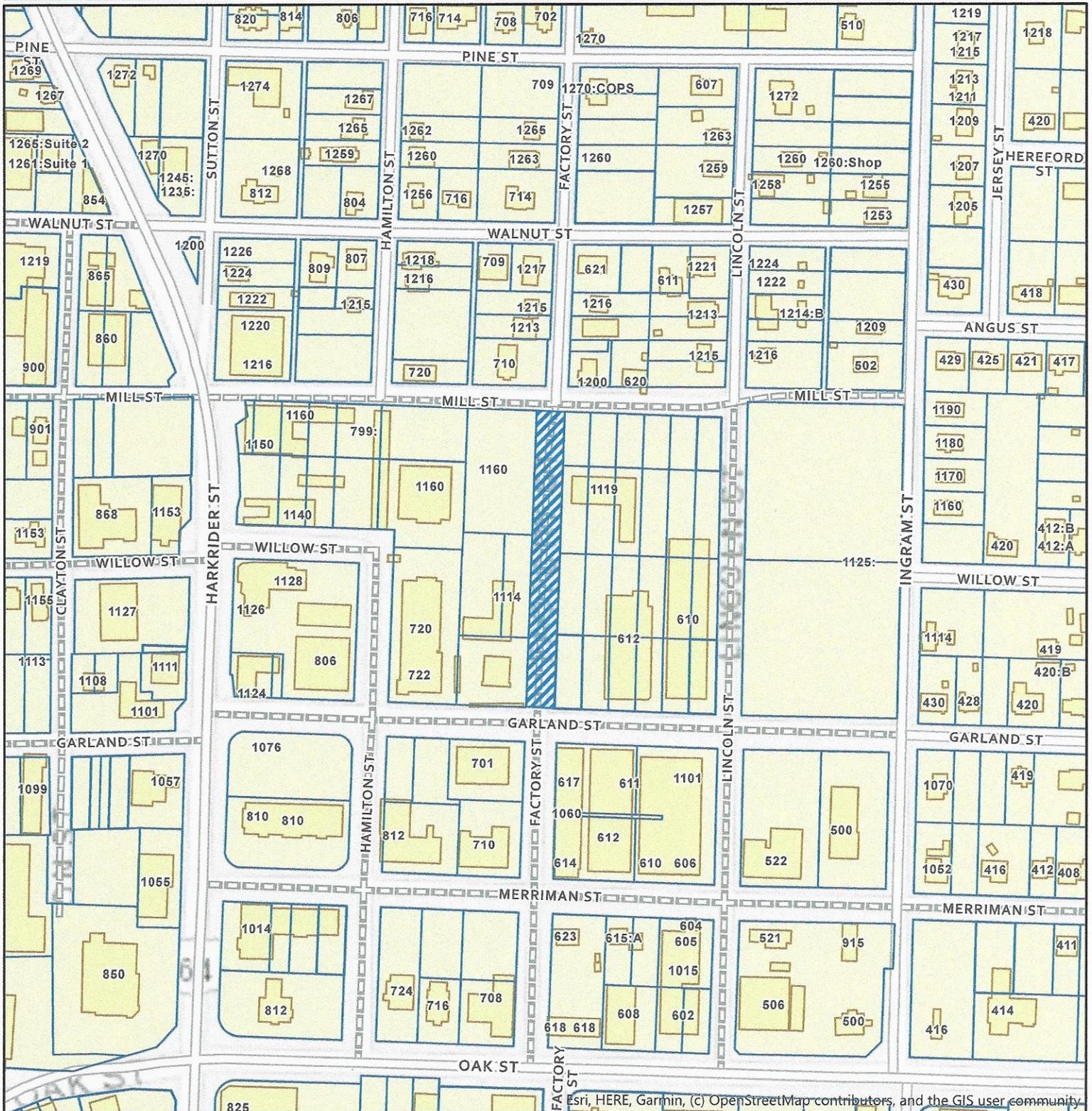
PASSED this 28th day of May, 2019.

Approved:

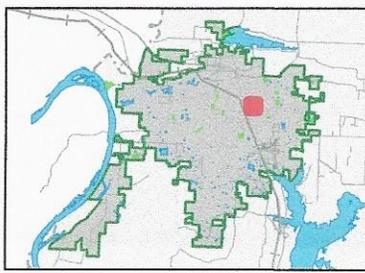
Mayor Bart Castleberry

Attest:

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



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community



DESCRIPTION

City Council
Review

VAC2019MAY01

ac.

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

**City of Conway
Planning & Development**

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 ACCURACY OR SCOPE OF ANY FEATURES ON THIS MAP. THIS DOCUMENT IS TO BE USED FOR REFERENCE PURPOSES ONLY.

www.cityofconway.org/planninganddevelopment
www.cityofconway.org/page.aspx

N

210

Feet

JUN* 2019



**City of Conway, Arkansas
Resolution No. R-19-__**

A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE CLOSING OF THE AUDUBON PLACE PUBLIC RIGHT OF WAY, IN THE CITY OF CONWAY, ARKANSAS:

Whereas, a petition has been filed with the City Council of the City of Conway, Arkansas by Audubon Place Homeowners’ Association, to abandon all of the street right-of-way adjacent to and abutting Lots 1 through 3, 4A, 5A, 6 and 7, Audubon Place Subdivision, within the corporate limits of the City of Conway, Arkansas; and

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

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

1. That the City Council shall hear said petition at its regular meeting to be held at the Russell L. “Jack” Roberts District Court Building, 810 Parkway Street, Conway, Arkansas, on the 25th day of June, 2019 at 6:30 pm.
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the matter prescribed by law.

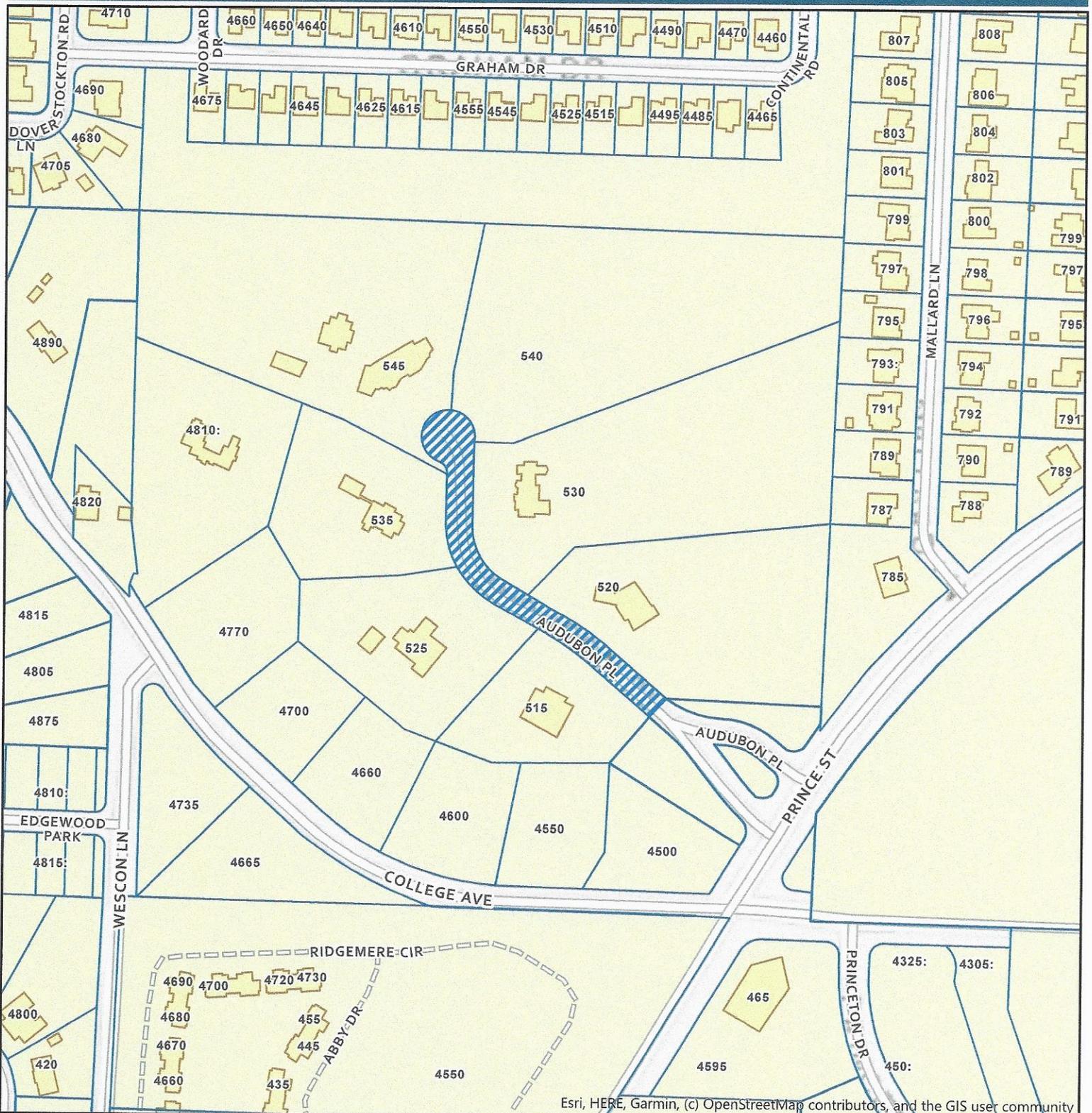
PASSED this 28th day of May, 2019.

Approved:

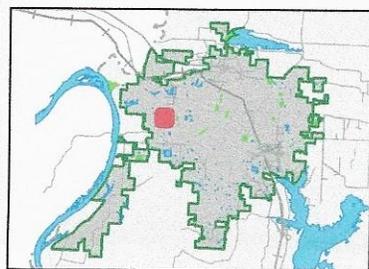
Mayor Bart Castleberry

Attest:

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



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community



DESCRIPTION

City Council
Review

VAC2019MAY02

ac.

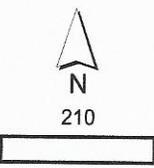
Residential		Industrial	
R-1	MF-1	I-1	
R-2A	MF-2	RU-1	
R-2	MF-3	I-3	
HR	RMH		
SR			
Commercial		Special	
C-1	O-1	SP	
C-2	O-2	S-1	
C-3	O-3	A-1	
C-4		PUD	
		TJ	



City of Conway
Planning & Development

THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR THE CITY 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/planninganddevelopment
www.cityofconway.org/gisdata



N
210

Feet
JUN* 2019



**City of Conway, Arkansas
Resolution No. R-19-___**

**A RESOLUTION APPROVING YEAR 2019 COMMUNITY DEVELOPMENT BLOCK GRANT BUDGET, THE AUTHORIZING THE
SUBMISSION OF THE 2019 ACTION PLAN AND FOR OTHER PURPOSES**

Whereas, It is the intention of the City Council of the City of Conway to allocate Community Development Block Grant (CDBG) funds in such a manner that the maximum feasible priority is given to activities which will benefit low to moderate income families and eliminate slum and blight.

Whereas, there is an approximate total of \$464,954 for Program Year 2019 (July 1, 2019 – June 30, 2020) funds allocated to the CDBG Program for budgetary purposes; this number is based on the 2018 budget number and the 2019 CDBG funding notification has not yet been announced. Upon the 2019 funding announcement, all proposed activities will be proportionally increased or decreased based on current budget percentages.

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

Section 1: The Program Year 2019 CDBG approximate budget totaling four hundred sixty four thousand nine hundred and fifty four dollars (\$464,954) for budgeting purposes is hereby adopted by reference to the attached budget sheet. The 2019 is subject to change upon announcement of funding. All proposed activities will be proportionally increased or decreased based on current budget percentages.

Section 2: The in-house Affirmative Action Policy which prescribes equal opportunity policies for the recruitment, hiring, training, promoting, demotions and termination of employees, with personnel goals revised annually.

Section 3: The Program Year 2019 CDBG Affirmative Action Plan is adopted to provide contractual procedures with regard to equal opportunity personnel policies on the part of CDBG project contractors.

Section 4: The Fair Housing Program/Policy of the City of Conway to affirmatively further Fair Housing practices in the sale, lease or rental of housing and to prevent discrimination on the basis of race, color, religion, national origin, sex, disability or familial status and to provide a procedure and Fair Housing Officer to assist and educate the public on their rights and procedures available to have complaints reviewed, investigated and resolved.

Section 5: The Director of Community Development is authorized to prepare and submit the 2019 Action Plan to carry out the activities/projects identified in the 5-Year Consolidated Plan to the U. S. Department of Housing and Urban Development (HUD) for review and approval. Once the approval by HUD has occurred, the City Council approval, Mayor is authorized to execute contracts, his signature being attested by the City Clerk, and City Attorney with the agencies identified in the 2019 Community Development Department Budget as application numbers to undertake the activities/projects in the Action Plan.

Section 6: All approved agencies of CDBG funds will use the city's procurement procedures for any services or contracts.

Passed this 28th day of May, 2019

Approved:

Attest:

Mayor Bart Castleberry

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

Program Year 2019 Annual Action Plan Budget Sheet

(July 1, 2019 – June 30, 2020)

CDBG PY2019 Funding **\$472,390**

Services (15%)	\$70,858.50
Administration (20%)	\$94,478.00
Project (65%)	\$307,053.50

Services: (15%)

Boys and Girls Club of Faulkner County	27.00%	\$19,131.80
Faulkner County Council on Aging	24.30%	\$17,218.62
Independent Living Services	21.45%	\$15,199.15
Y.E.S.	7.10%	\$5,030.95
Milestones	5.70%	\$4,038.93
Bethlehem House	4.30%	\$3,046.92
Women Shelter of Central Arkansas	4.3%	\$3,046.92
HAVEN	3.60%	\$2,550.91
Ministry Center	1.40%	\$1,594.32

Service Total: **\$70,858.50**

Administration: (20%)

Salaries, staff, benefits, travel, training, office supplies, etc)	100%
---	------

Administration Total: **\$94,478.00**

Project: (65%)

Acquisition and Remodel of Property for an Emergency Shelter	\$200,000.00
---	--------------

Fifth Avenue Park Improvement Project	\$107,053.50
---------------------------------------	--------------

Project Total: **\$307,053.50**

Total Amount Allocated for Program Year 2019 **\$472,390.00**



**City of Conway, Arkansas
Ordinance No. O-19-_____**

AN ORDINANCE APPROVING THE TRANSFER OF A PRIVATE CLUB PERMIT LICENSE TO A DIFFERENT LOCATION; PER ARKANSAS CODE ANNOTATED §3-9-222 AS AMENDED

Whereas, Jody’s Place located at 117 South College Avenue, Clarksville, AR already has a private club permit (ABC #05271) as required under Chapter 4.12.04 of the Conway City Code per Ordinance No. O-17-100 and A.C.A §3-9-222, and

Whereas, ABC Permit #05271 shall be transferred to the application is limited and specific to Vincent’s Road Hog BBQ, 2850 Prince Street, Suite 99, Conway, AR 72034; and

Whereas, Vincent’s Road Hog BBQ has provided all the information required in permit application process and met all the standards set forth by the Conway City Council, and

Whereas, the City Council for the City of Conway hereby approves the transfer of the private club permit to the 2850 Prince Street, Suite 99, Conway, AR 72034 to operate a private club within the City limits of Conway, and

Whereas, this approval does not authorize the operation of a private club within the City of Conway but does function as an authorization to apply for a private club permit through the Arkansas Alcoholic Beverage Control Division per A.C.A §3-9-222.

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

Section 1. That the application to transfer the private club permit #05271 is hereby approved for Vincent’s Road Hog BBQ located at 2850 Prince Street, Conway, AR 72034.

Section 2. That no private club operations will begin unless and until a permit to operate a private club is issued by the Arkansas Alcoholic Beverage Division.

Section 3. That the approval and permit are subject to suspension or revocation by the City in the event the above mention business violates Conway City Code or State law.

Passed this 28th day of May, 2018.

Approved:

Mayor Bart Castleberry

Attest:

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



**City of Conway, Arkansas
Resolution No. R-19-___**

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

Whereas, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on 2407 Parkwood within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

Whereas, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$236.92 (\$188.11 + Penalty \$18.81 + filing fee \$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

Whereas, a hearing for the purpose of determine such lien has been set for **May 28th, 2019** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

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

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

ADOPTED this 28th day of May, 2019.

Approved:

Mayor Bart Castleberry

Attest:

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

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



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

CODE ENFORCEMENT REPORT

To: Mayor Bart Castleberry
CC: City Council Members

Re: Violation # CE19-0470
Address of Violation: 2407 Parkwood

- March 8, 2019 – a Violation was written for rubbish/trash; dilapidated structure and left on the premises by Kim Beard.
- Property Owner is listed as Rachel Lott.
- Property was re-inspected on 3/13/2019 with no progress made.
- Certified and regular letters were mailed 3/18/2019 to address on file and a notice was left by post office.
- Upon recheck 3/26/2019, workers were on site, extension of 7 days was given.
- Property was re-inspected on 4/2/2019 with minimal progress.
- Property was rechecked on 4/9/2019 with no progress made and City cleanup was requested.
- Final Cleanup completed on 4/17/2019.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

Code Enforcement Officer: Kim Beard

Officer Signature: _____ Date: _____

INVOICE

City of Conway Code Enforcement

DATE: MAY 22, 2019

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

TO Rachel L Lott
2407 Parkwood
CONWAY AR 72034

Description: Mowing/Clean-up/Admin Fees
associated with the nuisance abatement at
2407 Parkwood, Conway Arkansas

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Kim Beard	710-07689-000		May 28, 2019

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
2	1 Employee -Mowing/Cleanup	19.79	39.58
2	1 Employee -Mowing/Cleanup	20.34	40.68
1	Maintenance Fee	15.00	15.00
	Sanitation ticket #671278	32.74	32.74
1	Administrative Fee (Code Enforcement)	20.49	20.49
1	Administrative Fee (Code Officer)	17.46	17.46
1	Administrative Fee (Physical Plant)	10.94	10.94
2	Certified Letter	5.13	10.26
2	Regular letter	.48	.96

TOTAL \$188.11

- Total amount due after May 28, 2019 includes collection penalty & filing fees

TOTAL
WITH PENALTY &
FILING FEES \$236.92

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

City of Conway
Code Enforcement

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



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

April 26, 2019

Parcel # 710-07689-000

Rachel L Lott
2407 Parkwood
CONWAY AR 72034

RE: Nuisance Abatement at 2407 Parkwood, Conway AR
Cost of Clean-Up, Amount Due: \$188.11

To whom it may concern:

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

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

At its **MAY 28, 2019 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

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

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

Respectfully,

Missy Schrag



**City of Conway, Arkansas
Resolution No. R-19-___**

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

Whereas, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on 2127 Hairston Street within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

Whereas, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$307.27 (\$252.06 + Penalty \$25.21 + filing fee \$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

Whereas, a hearing for the purpose of determine such lien has been set for **May 28th, 2019** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

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

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

ADOPTED this 28th day of May, 2019.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer

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



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

CODE ENFORCEMENT REPORT

To: Mayor Bart Castleberry
CC: City Council Members

Re: Violation # CE19-0481
Address of Violation: 2127 Hairston St.

-
- March 13, 2019 – a Door Hanger Notice was left for appliance/furniture; rubbish/trash; inoperable/abandon vehicle on the premises by Spencer Clawson.
 - Property was rechecked on 3/21/2019 with no progress made.
 - March 21, 2019 – a Violation was written for rubbish/trash; appliance/furniture and inoperable vehicle and left on the premises.
 - Property Owner is listed as Bryan & Karen Dearasaugh.
 - Property was re-inspected on 3/28/2019 with no progress made.
 - Certified and regular letters were mailed 4/1/2019 to address on file and a notice was left by post office.
 - Property was rechecked on 4/9/2019 with no progress made and City cleanup was requested.
 - Final Cleanup completed on 4/10/2019.
 - Certified and regular letters were sent including date, time & place of the City Council meeting.

Code Enforcement Officer: Spencer Clawson

Officer Signature: _____ Date: _____

City of Conway
Code Enforcement

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



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

April 15, 2019

Parcel # 710-00594-000

BRYAN & KAREN DEARASAUGH
2127 HAIRSTON
CONWAY AR 72034

RE: Nuisance Abatement at 2127 HAIRSTON, Conway AR
Cost of Clean-Up, Amount Due: \$252.06

To whom it may concern:

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

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

At its **MAY 14, 2019 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

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

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

Respectfully,

Missy Lovelady

INVOICE

City of Conway Code Enforcement

DATE: MAY 22, 2019

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

TO BRYAN & KAREN DEARASAUGH
3110 CRESTHAVEN
CONWAY AR 72034

Description: Mowing/Clean-up/Admin Fees
associated with the nuisance abatement at
2127 Hairston. Conway Arkansas

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Spencer Clawson	710-00594-000		May 14, 2019

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
3	1 Employee -Mowing/Cleanup	19.79	59.37
3	1 Employee -Mowing/Cleanup	20.34	61.02
3	1 Employee - Mowing/Cleanup	10.94	32.82
	Sanitation ticket #670507; 670520	38.74	38.74
1	Administrative Fee (Code Enforcement)	20.49	20.49
1	Administrative Fee (Code Officer)	17.46	17.46
1	Administrative Fee (Physical Plant)	10.94	10.94
2	Certified Letter	5.13	10.26
2	Regular letter	.48	.96
TOTAL			\$252.06
TOTAL WITH PENALTY & FILING FEES			\$307.27
<ul style="list-style-type: none"> • Total amount due after May 28, 2019 includes collection penalty & filing fees 			

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



City of Conway, Arkansas
Resolution No. R-19-___

**A RESOLUTION TO CONDEMN THE STRUCTURE LOCATED AT 217 DAVIS STREET, CONWAY, ARKANSAS
AND FOR CODE ENFORCEMENT TO RAZE SAID PROPERTY IN ACCORDANCE WITH ARKANSAS STATE LAW
AND CITY ORDINANCE**

Whereas, the structure located at 217 Davis Street, Conway, Arkansas 72034, has been deemed a nuisance and unfit for human habitation, unsafe, unsanitary, and detrimental to the public safety, health, and welfare by Code Enforcement Officials for the City of Conway; and

Whereas, the structure appears to be a one story residential duplex structure, yellow in color, with a covered front porch, and wooden siding; and

Whereas, from land documents, Robert Fraser and Mary Fraser have owned the property since 1992; and

Whereas, the structure has been inspected and issues thoroughly documented by Conway Code Enforcement; and

Whereas, after a hearing in the presence of the Conway City Council with all parties given the opportunity to be heard, the City Council has determined this structure should be condemned.

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

Section 1: That after said public hearing the structure located at 217 Davis Street has been condemned by vote of the City Council.

Section 2: That this decision is in the best interest of the public health, safety, and welfare.

Section 3: That it is the will of the Conway City Council that the structure located at 217 Davis Street be razed thirty (30) days from today if it is still standing as per the authority granted by Arkansas State law and any costs of the demolition be assessed to the property owner(s).

Adopted this 28th day of May, 2019.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer

FRASER, ROBERT W & FRASER, MARY B

217 DAVIS
CONWAY CITY, AR

[Basic](#) [Land](#) [Sales](#) [Valuation](#) [Taxes](#) [Receipts](#) [Improvements](#) [View Map](#)

Basic Info

Parcel Number:	710-01069-000
County Name:	Faulkner County
Property Address:	FRASER, ROBERT W & FRASER, MARY B 217 DAVIS CONWAY CITY, AR Map This Address
Mailing Address:	FRASER, ROBERT W & FRASER, MARY B 225 DAVIS ST CONWAY AR 72034-6440
Billing Address 	FRASER ROBERT W OR MARY 225 DAVIS ST CONWAY, AR 72034-6440
Total Acres:	0.00
Timber Acres:	0.00
Sec-Twp-Rng:	12-05N-14W
Lot/Block:	22 & 23/71
Subdivision:	BOULEVARD ADD
Legal Description:	LOT 22 & 23 BLK 71 BOULEVARD ADD & 10X75 ALLEY
School District:	1C CONWAY CITY
Improvement Districts:	OLD CONWAY DESIGN REVIEW
Homestead Parcel?:	No
Tax Status:	Taxable
Over 65?:	No

▲ Please Note: This map is for reference purposes only. It is not intended for use as a legal survey or document. No guarantee of accuracy is granted, nor is any responsibility for reliance thereon assumed.



ARCountyData.com Mapping
[Beta]
[Like this feature? Let us know!](#)

Map data © 5m Imagery © 2019

house, building and/or structure be judicially declared to be a nuisance by a Court having jurisdiction of such matters, the City Council is hereby authorized to employ an attorney to bring such an action for said purpose in the name of the City, and the only notice to be given to the owner(s) and mortgagee(s) and/or lien holder(s) of any such house, building and/or structure sought to be judicially declared to be a nuisance will be that as now provided for by law in such cases in Circuit Court. When any such house, building and/or structure has been declared judicially to be a nuisance by a Court of competent jurisdiction, a fine of one hundred dollars (\$100.00) is hereby imposed against the owner(s) thereof from the date said finding is made by the Court and for each day thereafter, said nuisance be not abated constitutes a continuing offense punishable by a fine of one hundred dollars (\$100.00) per day.

(Ord. No. O-09-55)

5.09.17 - Unsightly appearances.

- A. *Uncut weeds, grass and other unsightly and unsanitary articles.* All property owners and occupants within the municipal boundaries of the City of Conway are required to cut weeds and grass, remove garbage, rubbish and other unsightly and unsanitary articles and things from their property, and to eliminate, fill up, or remove stagnant pools of water or any other unsanitary thing, place or condition which might become a breeding place for mosquitoes, flies and germs harmful to the health of the community. For specific requirements related to the required maintenance of grass and weeds, refer to subsection 3.2.4.
- B. *Nuisance Structures.* Any building or other structure which is in such a dilapidated condition that it is unsafe or unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health or safety of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located shall constitute a nuisance.
 1. *Unsafe structures:* An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe conditions due to lack of abandonment of lack of maintenance, or, unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.
 2. *Unfit structure for human occupancy:* A structure is unfit for human occupancy whenever the Code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation,

illumination, sanitary or heating facilities or other essential equipment required by this Code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

3. *Unlawful structure:* An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this Code, or was erected, altered or occupied contrary to law.

(Ord. No. O-09-55)

5.09.18 - Additional remedies.

- A. *Authorized abatement:* If the owner of any lot or other real property within the city shall neglect or refuse to remove, abate or eliminate any condition, violation, or prohibition as may be provided for in this Code, after having been given a Notice of Violation with seven (7) days' notice in writing to do so by the appropriate city official, the city is hereby authorized to do whatever is necessary to correct the condition, including but not limited to entering upon the property and having such weeds, rank grass or other vegetation cut and removed, or eliminating any unsanitary and unsightly condition, or causing necessary repairs to be made and charging the cost thereof to the owner of such premises, which shall constitute a lien thereon. The above mentioned seven days' notice shall be calculated by counting the first day of the seven-day period as the day after written notice is given to the owner, by counting every calendar day, including weekends and holidays, and by establishing the deadline to take the above required actions as 11:59 p.m. on the seventh day. Condemnations shall follow the procedures established in Section 7 of Article I. The City reserves the right to secure a priority clean-up lien pursuant to A.C.A. § 14-54-903.
- B. *Authorized removal of basketball goals:* Code Enforcement Officers shall have the authority to order the immediate removal of any permanent or temporary basketball goal (unless approved by the City) that is on any public street or on any right-of-way adjacent to a public street. If the apparent owner of the basketball goal is unknown, unavailable, or unwilling to remove the basketball goal, a Code Enforcement Officer may cause the goal to be removed.
- C. *Vacating of Unfit or Unsafe Structures and Utility Services:* Any dwelling or dwelling unit declared as unfit for human habitation or unsafe by the Conway Code Enforcement Department as so designated and placarded by a Code Enforcement Officer, shall be vacated within seven (7) days after notice of such action has been given by the Building official to both the owner and occupant of the building. On the eighth day after said notice the Code Enforcement Department shall notify all utility services that no such services shall be provided to the dwelling or dwelling unit. After utility services are cutoff no further services shall be made available until a rehabilitation permit is obtained or until the Director of Code Enforcement notifies utilities that service may be provided to the dwelling or dwelling unit.

(Ord. No. O-09-55)

5.09.07 - Condemnation.

- A. *Keeping condemned structures prohibited:* That it shall be and it is hereby declared to be unlawful for any person or persons, partnership, corporation or association, to own, keep or maintain any house, building and/or structure within the corporate limits of the City of Conway, Arkansas, which constitutes a nuisance and which is found and declared to be a nuisance by Resolution of the City Council.
- B. *Condemnation:* That any such house, building, and/or structure which is found and declared to be a nuisance by Resolution of the City Council will be condemned to insure the removal thereof as herein provided.
- C. *Notices:* The Code Enforcement Department shall be responsible for publication, mailing or delivery of all notices required to condemn structures.
1. That prior to the consideration of a Resolution by the City Council declaring any house, building and/or structure as a nuisance, the owner(s) and any mortgagee(s) or lien holder(s), of such house, building and/or structure shall be mailed written notification of the date, time and place that the City Council will consider said Resolution. In addition, said notice shall inform the owner(s) and any mortgagee(s) or lien holder(s), of the right to be heard at the City Council meeting on the proposed Resolution declaring such house, building and/or structure to be a nuisance.
 2. Should the owner(s) and mortgagee(s) and/or lien holder(s) of any such house, building and/or structure be unknown or their whereabouts be unknown or if they do not reside in Arkansas, then a copy of the written notice shall be posted upon said premises and the City Clerk or his designee shall make an affidavit setting out the facts as to unknown address, unknown whereabouts and/or non-resident status of said owner(s), mortgagee(s), and lien holder(s). Thereupon, service of publication as now provided for by law against unknown and/or non-resident defendant(s) may be had and an attorney ad litem shall be appointed to notify such persons by registered letter addressed to their last known place(s) of residence or business.
- D. *Resolution Information:* That the Resolution of the City Council condemning any house, building and/or structure which constitutes a nuisance will include in said Resolution an adequate description of the house, building, and/or structure; the name(s), if known, of the owner(s) and mortgagee(s) and/or lien holder(s) thereof; and shall set forth the reason or reasons said house, building and/or structure is or has been condemned as a nuisance.
- E. *Posting:* After a house, building and/or structure has been found and declared to be a nuisance and condemned by Resolution as herein provided, a true and certified copy of said Resolution will be mailed to the owner(s) and mortgagee(s) and/or lien holder(s) thereof, if the whereabouts of said owner(s) and mortgagee(s) and/or lien holder(s) thereof be known or their last known address be known, and a copy thereof shall be posted at a conspicuous

place on said house, building and/or structure. Provided, that if the owner(s) and mortgagee(s) and/or lien holder(s) of said house, building and/or structure be unknown or if his or their whereabouts or last known address be unknown, the posting of the copy of said Resolution as hereinabove provided will suffice as notice of the condemnation.

- F. *Removal:*** If the house, building and/or structure constituting a nuisance has not been torn down and removed, or said nuisance otherwise abated, within thirty (30) days after posting the true copy of the Resolution at a conspicuous place on said house, building and/or structure constituting the nuisance, it will be torn down and/or removed by the Senior Code Enforcement Officer or his duly designated representative.
- G. *Saleable material:* The Senior Code Enforcement Officer or any other person or persons designated by him to tear down and remove any such house, building and/or structure constituting a nuisance will insure the removal thereof and dispose of the same in such a manner as deemed appropriate in the circumstances and to that end may, if the same have a substantial value, sell said house, building and/or structure, or any saleable material thereof, by public sale to the highest bidder for cash, ten (10) days' notice thereof being first given by one (1) publication in some newspaper having a general circulation in the City, to insure its removal and the abatement of the nuisance.
- H. *Proceeds:* All proceeds of the sale of any such house, building and/or structure, or the proceeds of the sale of saleable materials there from and all fines collected from the provisions of this ordinance shall be paid by the person or persons collecting the same to the City Clerk-Treasurer. If any such house, building and/or structure, or the saleable materials thereof, be sold for an amount which exceeds all costs incidental to the abatement of the nuisance (including the cleaning up of the premises) by the City, plus any fine or fines imposed, the balance thereof will be returned by the City Treasurer to the former owner or owners of such house, building and/or structure constituting the nuisance.
- I. *Liens:* If the City has any net costs in removal of any house, building or structure, the City shall place a lien on the personal property or real estate property as provided by A.C.A. § 14-54-904.
- J. *Fine:* A fine of not less than two hundred fifty dollars (\$250.00); nor more than five hundred dollars (\$500.00) is hereby imposed against the owner(s) of any house, building and/or structure found and declared to be a nuisance by Resolution of the City Council thirty (30) days after the same has been so found and declared to be a nuisance and for each day thereafter said nuisance be not abated constitutes a separate and distinct offense punishable by a fine of two hundred fifty dollars (\$250.00) for each said separate and distinct offense; provided the notice as herein provided in Section E hereof has been given within ten (10) days after said house, building and/or structure has been by Resolution found and declared to be a nuisance.
- K. *Judicial declaration:* In the event it is deemed advisable by the City Council that a particular

A.C.A. § 14-54-901

Unofficially updated through Act 751 of the 2019 Regular Session (except Acts 288, 315, 377-394, 545, 552, 577 sec. 4, 597, and 738 sec. 7), and also including Acts 1051, 1052, 1068, 1069, 1074, 1079 and 1084 and all laws effective through May 1, 2019 of the 2019 Regular Session. Unofficial updates are provisional only and do not include corrections and edits by the Arkansas Code Revision Commission.

AR - Arkansas Code Annotated > Title 14 Local Government > Subtitle 3. Municipal Government > Chapter 54 Powers Of Municipalities Generally > Subchapter 9-- Regulation of Unsanitary Conditions

14-54-901. Municipal authority.

Incorporated towns and cities of the first and second class are empowered to order the owner of lots and other real property within their towns or cities to cut weeds; to remove garbage, rubbish, and other unsightly and unsanitary articles and things upon the property; and to eliminate, fill up, or remove stagnant pools of water or any other unsanitary thing, place, or condition which might become a breeding place for mosquitoes, flies, and germs harmful to the health of the community, after the town or city has provided therefor by an ordinance to that effect.

History

Acts 1943, No. 100, § 1; A.S.A. 1947, § 19-2325.

Annotations

Case Notes

Ordinances Appropriate.

City ordinances did not exceed the authority granted under this section where they specifically addressed the storage of household appliances and furniture, building rubbish, dead trees, and the height of weeds and grass, and the testimony of the city employees demonstrated that the purpose behind the ordinances was to prevent conditions that might become a breeding place for mosquitoes, snakes, vermin, and other things harmful to the health of the community. [*Steffy v. City of Fort Smith*, 2018 Ark. App. 170, 545 S.W.3d 804 \(2018\)](#).

Cited:

[*Tsann Kuen Enters. Co. v. Campbell*, 355 Ark. 110, 129 S.W.3d 822 \(2003\)](#).

Research References & Practice Aids

HIERARCHY NOTES:

Tit. 14, Subtit. 3, Ch. 54 Note

Tit. 14, Subtit. 3, Ch. 54, Subch. 9 Note

A.C.A. § 14-54-901

Arkansas Code of 1987 Annotated Official Edition
© 2019 by the State of Arkansas All rights reserved.

End of Document

A.C.A. § 14-54-903

Unofficially updated through Act 751 of the 2019 Regular Session (except Acts 288, 315, 377-394, 545, 552, 577 sec. 4, 597, and 738 sec. 7), and also including Acts 1051, 1052, 1068, 1069, 1074, 1079 and 1084 and all laws effective through May 1, 2019 of the 2019 Regular Session. Unofficial updates are provisional only and do not include corrections and edits by the Arkansas Code Revision Commission.

AR - Arkansas Code Annotated > Title 14 Local Government > Subtitle 3. Municipal Government > Chapter 54 Powers Of Municipalities Generally > Subchapter 9-- Regulation of Unsanitary Conditions

14-54-903. Refusal of owner to comply -- Definitions.

(a) As used in this section:

(1)

(A) "Clean-up lien" means a lien securing the cost of work undertaken by a town or city to remove, abate, or eliminate a condition in violation of local codes or ordinances.

(B) A clean-up lien may have priority against other lienholders as provided in this section;

(2) "Court lien" means a lien securing the fines or penalties imposed by a court of competent jurisdiction against the owner of an unsafe and vacant structure or weed lot for failure to comply with applicable building codes that have been secured by a court lien by action of the local governing body;

(3) "Priority clean-up lien" means a clean-up lien for work undertaken by a city or town on an unsafe and vacant structure or weed lot that is given priority status over other lienholders following notice and hearing;

(4) "Unsafe and vacant structure" or an "abandoned home or residential property" means:

(A) A structure located on previously platted and subdivided property that is not fit for human habitation and has been declared unsafe and vacant by the city or town in which it is located in violation of an applicable ordinance; or

(B) A home or residential property that is:

(i) Unoccupied;

(ii) In violation of a city safety standard; and

(iii) Located in an area eligible for federal funds under [§ 14-54-905](#); and

(5) "Weed lot" means a previously platted and subdivided lot that is vacant or upon which an unsafe and vacant structure is located and that contains debris, rubbish, or grass which is higher than that permitted by local ordinance.

(b) If the owner or lienholder of any lot or other real property within an incorporated town or city neglects or refuses to remove, abate, or eliminate any condition under an ordinance passed by the city or town as provided in [§ 14-54-901](#), after having been given seven (7) days' notice in writing to do so, then the town or city may do whatever is necessary to correct the condition and to charge the cost thereof to the owner of the lots or other real property.

(c)

A.C.A. § 14-54-903

- (1)**The town or city is given a lien against the property for the costs, including all administrative and collection costs.
- (2)**The town or city shall file the lien with the circuit clerk no later than one hundred twenty (120) days after the town or city completes the clean-up work on the property.
- (3)**The town or city may perfect its clean-up lien as a lien against the property if the property:
- (A)**Contains an unsafe and vacant structure; or
 - (B)**Has been cited as a weed lot.
- (4)**The clean-up lien amount shall equal costs, including administrative costs, that the city or town incurs to help bring the property into compliance with local ordinances because the owner or lienholder failed to remove or repair an unsafe and vacant structure or failed to correct the conditions that caused the property to become a weed lot within the time required by the notice.
- (5)**
- (A)**If a court of competent jurisdiction levies fines or penalties against the owner of an unsafe and vacant structure or weed lot for failure to comply with applicable building codes, then the local governing body, by majority vote, from time to time and subject to notice and hearing provided by this section, may secure any outstanding court fines or penalties resulting from the owner's failure to clean up an unsafe and vacant structure or weed lot with a court lien against the property for the full value of all the outstanding fines and penalties.
 - (B)**A court lien does not have first priority status over prior recorded liens and may be imposed in addition to clean-up liens.
- (6)**
- (A)**Notices shall be sent by regular mail and by certified mail, return receipt requested.
 - (B)**Notice to an owner is sufficient if sent to the owner's address of record on file with the applicable county treasurer, county collector, or county assessor.
- (7)**
- (A)**If the city or town wishes to secure a priority clean-up lien, it shall provide seven (7) business days' notice to lienholders before undertaking any work at the property.
 - (B)**Notice is sufficient if the notice is sent to the lienholder's address shown in the relevant land records.
 - (C)**Cities and towns are not required to give notices to holders of unrecorded liens or to unrecorded assignees of lienholders.
 - (D)**Any lienholder receiving notice under this section shall send, within seven (7) business days from receipt of the notice, a written response to the city or town indicating whether the owner of the property is in default under the terms of the note or mortgage.
- (d)**Any notice required under this section may be issued by a:
- (1)**Police officer employed by the city or town;
 - (2)**City or town attorney; or
 - (3)**Code enforcement officer employed by the city or town.
- (e)(1) (A)** After the work has been completed, the city or town shall provide second notice to the owner of the total amount of the clean-up lien, including administrative and filing costs.
- (B)**If the city or town wishes to secure a priority clean-up lien after the work has been completed, it shall provide second notice to the lienholders of record of the total amount of the clean-up lien.

A.C.A. § 14-54-903

- (2) Cities and towns are not required to give notice of court liens to prior lienholders.
- (3) Notice of the amount of a clean-up lien or a court lien may be combined with the notice of the hearing before the governing body to create and impose the clean-up lien or court lien.
- (f) The amount of any clean-up lien or court lien provided in this section may be determined at a public hearing before the governing body of the city or town held after thirty (30) days' written notice by mail, return receipt requested, to the owner of the property if the name and address of the owner are known and to the lienholders of record.
- (g) If the name of the owner cannot be determined, then the amount of the clean-up lien or court lien shall be determined at a public hearing before the governing body of the city or town only after publication of notice of the hearing in a newspaper having a bona fide circulation in the county where the property is located for one (1) insertion per week for four (4) consecutive weeks.
- (h)
- (1) The determination of the governing body confirming the amount of any clean-up lien or court lien and creating and imposing any clean-up lien or court lien under this section is subject to appeal by the property owner or by any lienholder of record in the circuit court, filed within forty-five (45) days after the determination is made.
- (2) If the owner or lienholder fails to appeal in this time, the lien amount is fully perfected and not subject to further contest or appeal.
- (i) The city or town shall file its lien with the circuit clerk no later than sixty (60) days after the governing body of the city or town confirms the lien amount, or if the lien is appealed, within sixty (60) days after the city or town wins on appeal.
- (j)
- (1) If the city or town wishes to secure a first-priority status for any priority clean-up lien created and imposed under this section, it shall file an action with the circuit court within which the property is located seeking a declaration that the clean-up lien is entitled to priority over previously recorded liens and naming the holders of the recorded liens as defendants.
- (2) Priority status shall be awarded to the priority clean-up lien with respect to any previously recorded lien if the court determines that such lienholder has failed to exercise its rights to foreclose its lien when the obligation it secures becomes in default or has failed to pay the costs of work undertaken by a city or town that composes the clean-up lien. However, the amount as to which the clean-up lien shall have priority shall be the amount the court finds reasonable and is limited to:
- (A) No more than one thousand dollars (\$1,000) for grass or weed cutting;
- (B) No more than five thousand dollars (\$5,000) to board and secure the property;
- (C) No more than seven thousand five hundred dollars (\$7,500) to demolish any structures on the property; or
- (D) No more than fifteen thousand dollars (\$15,000) for environmental remediation.

History

Acts 1943, No. 100, § 2; A.S.A. 1947, § 19-2326; Acts 1989, No. 239, § 1; [2005, No. 887, § 1](#); [2007, No. 854, § 1](#); [2009, No. 143, § 1](#); [2011, No. 903, § 1](#); [2017, No. 495, § 1](#).

Annotations

Notes

Amendments.

The 2005 amendment redesignated former (b) as present (b)(1); and added (b)(2) and (c).

The 2009 amendment inserted "or ordinances" in (a)(1)(A); inserted "priority" preceding "clean-up" in (c)(7)(A), (j)(1), and (j)(2); deleted "as may be provided for" following "condition" in (b), in (e), inserted (e)(1)(B), redesignated the remainder of (e)(1) accordingly, and deleted "and lienholders of record" following "notice to the owner" in (e)(1)(A); and made minor stylistic changes throughout the section.

The 2011 amendment added the (a)(4)(A) designation and (a)(4)(B); and inserted "or an abandoned home or residential property" in the introductory language of (a)(4).

The 2017 amendment, in (c)(6)(B), inserted "on file", inserted "county" preceding "collector", and substituted "county collector, or county assessor" for "or collector".

Research References & Practice Aids

HIERARCHY NOTES:

Tit. 14, Subtit. 3, Ch. 54 Note

Tit. 14, Subtit. 3, Ch. 54, Subch. 9 Note

Arkansas Code of 1987 Annotated Official Edition
© 2019 by the State of Arkansas All rights reserved.

End of Document

A.C.A. § 14-56-203

Unofficially updated through Act 751 of the 2019 Regular Session (except Acts 288, 315, 377-394, 545, 552, 577 sec. 4, 597, and 738 sec. 7), and also including Acts 1051, 1052, 1068, 1069, 1074, 1079 and 1084 and all laws effective through May 1, 2019 of the 2019 Regular Session. Unofficial updates are provisional only and do not include corrections and edits by the Arkansas Code Revision Commission.

AR - Arkansas Code Annotated > Title 14 Local Government > Subtitle 3. Municipal Government > Chapter 56 Municipal Building And Zoning Regulations -- Planning > Subchapter 2-- Building Regulations

14-56-203. Removal or *razing* of buildings.

Cities of the first class, cities of the second class, and incorporated towns may order the removal or *razing* of, or remove or *raze*, buildings or houses that in the opinion of the city council or town council have become dilapidated, unsightly, unsafe, unsanitary, obnoxious, or detrimental to the public welfare and shall provide by ordinance the manner of removing and making these removals.

History

Acts 1907, No. 352, § 2, p. 842; C. & M. Dig., § 7755; Pope's Dig., § 10054; Acts 1979, No. 219, § 1; A.S.A. 1947, § 19-2803; *Acts 2017, No. 303, § 1.*

Annotations

Notes

Amendments.

The 2017 amendment inserted "or *razing*" in the section heading; substituted "Cities of the first class, cities of the second class, and incorporated towns may" for "Cities of the first and second class shall have the power to", substituted "or remove or *raze*, buildings" for "or to remove or *raze*, any buildings", inserted "city council or town", and made stylistic changes.

Case Notes

Constitutionality.
Authority.
Compensation.

Constitutionality.

Where preponderance of evidence was to effect that buildings in question were a fire, health, and structural hazard, decree ordering their destruction under city ordinance enacted under the authority of this section was proper and

A.C.A. § 14-56-203

did not constitute a violation of owner's constitutional rights. Springfield v. City of Little Rock, 226 Ark. 462, 290 S.W.2d 620 (1956).

Authority.

The authority of a city of first class to regulate the removing of houses does not give the city the authority to establish a building line. City of Stuttgart v. Strait, 212 Ark. 126, 205 S.W.2d 35 (1947).

Summary judgment was properly awarded to a city on a property owner's petition for an injunction to prevent the city from **razing** the owner's house because the city had the authority under the statute to determine that the house was a nuisance; the city had the authority given by statute to **raze** buildings that were detrimental to the public welfare. Kearney v. City of Little Rock, 2009 Ark. App. 125, 302 S.W.3d 629 (2009).

Because the issues regarding a building located in an historic district went beyond the character of the building and into the safety of the public, the authority to determine the status of the building belonged to the city under this section and the city ordinance, and due process was achieved; the city declared the owner's building a public nuisance and blocked off the street and the perimeter of the building in part to prevent injury to the public. Trice v. City of Pine Bluff, 2017 Ark. App. 638, 536 S.W.3d 139 (2017).

Compensation.

The city may order unsanitary buildings or buildings injurious to the public health destroyed without compensation to the owner if necessary to abate the nuisance and protect the public health and safety. Springfield v. City of Little Rock, 226 Ark. 462, 290 S.W.2d 620 (1956).

Research References & Practice Aids

Cross References.

Enforcement of removal or **razing** orders, § 14-54-904.

HIERARCHY NOTES:

Tit. 14, Subtit. 3, Ch. 56 Note

Tit. 14, Subtit. 3, Ch. 56, Subch. 2 Note

MEMO



To: Mayor Bart Castleberry and City of Conway Council

CC: Kenny McCollum Felicia Rogers Jack Bell

From: Jamie Brice

Date: May 20, 2019

Re: Request to remove and dispose of assets from inventory

The City of Conway Permits Department has the following asset that is no longer being used:

Asset	Description	Purchase Date	Book Value
2528	2009 Chevy 2500 Truck	06/01/2009	0.00

The Permits Department request the removal of this item from the Department’s Inventory. If approved, these items will be auctioned via an online auction, such as GovDeals.com or PublicSurplus.com, properly disposed of, or sold as scrap metal, depending on the condition of the items.

Sincerely,

Jamie Brice
 Purchasing Manager
 City of Conway

Department Head Acknowledgement

Name: Kenny McCollum

Signature: [Handwritten Signature]

Date: 5/20/19

05.22.2019**Memo**

To
Mayor Bart Castleberry**From**
B. Finley Vinson, P.E.**CC**
Felicia Rogers**Re**
Standard Details**Comments:**

The City of Conway Standard Details have been revised and uploaded to the Transportation Department webpage under "Related Documents". The primary intent of this revision was to reduce the pavement section thicknesses required by the typical sections to make them less costly to construct. Revisions were also made to the General Notes and the Pavement Marking details.

City of Conway Transportation Department

(501) 450-6165
100 E Robins St, Conway, AR 72032

conwayarkansas.gov/transportation/
finley.vinson@cityofconway.org





**City of Conway, Arkansas
Ordinance No. O-19-___**

AN ORDINANCE TO ACCEPT BIDS AND APPROPRIATE FUNDS FOR MOWING, LANDSCAPE MANAGEMENT AND HERBICIDE APPLICATION; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

Whereas, the City of Conway would like to more efficiently maintain the City right-of-ways, drainage channels and roundabouts; and

Whereas, the City solicited two bids, one for landscape and mowing and one for herbicide application and received one bid for each solicitation; and

Whereas, funding for these services is not included in the 2019 budget.

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

Section 1. The City of Conway shall accept the bid of \$46,085 and enter into an agreement with Arkansas Weed & Brush, LLC for herbicide application.

Section 2. The City of Conway shall accept the bid of \$75,390 and enter into an agreement with Olive Branch Landscape Management for landscape maintenance and mowing.

Section 3. The City of Conway shall appropriate an amount of \$121,475 from the Transportation Department Fund Balance Appropriation Account (002-201-4900) to the Transportation Department Grounds Maintenance Account (002-201-5430) for grounds maintenance services.

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

Section 5. This ordinance is necessary for the protection of the public peace, health and safety; an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED this 28th day of May 2019.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Ordinance No. O-19-_____**

AN ORDINANCE APPROPRIATING FUNDS AND ENTERING INTO AN AGREEMENT FOR PROFESSIONAL CONSTRUCTION OBSERVATION SERVICES; AND FOR OTHER PURPOSES

Whereas, the Conway Transportation Department would like to enter into a services agreement with Garver Engineers for professional construction observation services for various projects throughout the City ; and

Whereas, funds for stated professional services are not included in the 2019 Transportation Department Budget.

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

Section 1. The City of Conway shall appropriate an amount of \$87,500 from the Transportation Department Fund Balance Appropriation Account (002-201-4900) to the Transportation Department Engineering Services Account (002-201-5240) for construction observation services.

Section 2. The City of Conway shall enter into an agreement with Garver Engineers for the construction observation services after final review and approval from the Office of the City Attorney.

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

PASSED this 28th day of May 2019.

Approved:

Mayor Bart Castleberry

Attest:

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



City of Conway, Arkansas
Ordinance No. O-19-____

AN ORDINANCE APPROPRIATING FUNDS AND APPROVING PROFESSIONAL SERVICES FOR THE SALEM ROAD IMPROVEMENTS (COLLEGE TO DAVE WARD DRIVE) PROJECT FOR THE CITY OF CONWAY STREET & ENGINEERING DEPARTMENT; AND FOR OTHER PURPOSES

Whereas, the City of Conway Transportation Department would like to enter into an agreement for professional services with Garver, LLC to make approximately 1 mile of street, drainage, and intersection improvements along Salem Road from Dave Ward Drive to College Avenue; and

Whereas, budgetary authority has not been approved for FY2019; and

Whereas, Garver submitted a Statement of Qualifications to provide Engineering Services when annual Statement of Qualifications were collected for Engineering Services and is qualified to provide professional services for 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 appropriate funds in the amount of \$639,200 from 616.201.4900 Street Sales and Use Fund Balance Appropriation account into the Street Projects account (616-201-5905).

Section 2. The City of Conway shall enter into an agreement with Garver, LLC for professional services for the Salem Road Improvements (College to Dave Ward Drive) street, drainage, and intersection improvements after final review and approval from the Office of the City Attorney.

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

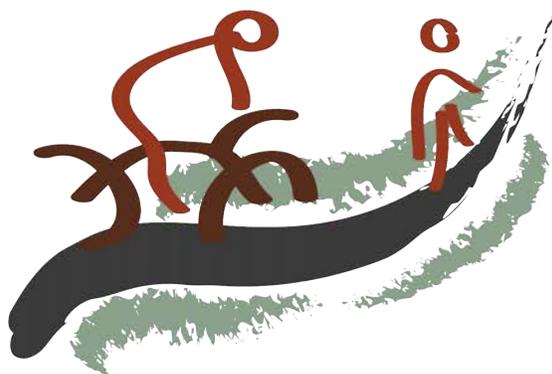
PASSED this 28th day of May 2019.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



**BICYCLE & PEDESTRIAN
ADVISORY BOARD**
CITY OF CONWAY, ARKANSAS

MEMO

To: Mayor Bart Castleberry
CC: City Council Members

From: Peter Mehl, Chairman
Date: May 17, 2019

Re: Nominations for approval

The Bicycle & Pedestrian Advisory Board submits the following names for approval as members of the board.

Moriah Bruner to complete Tom Courtway's term, ending December 31, 2019.

Kim Lane to complete Donny Jones' term, ending December 31, 2020.

Isaac Sims to complete Sharon Bradley's term, ending December 31, 2020.

The Bicycle & Pedestrian Advisory Board requests that these names be voted on at your next regularly scheduled meeting.

Please advise if you have any questions.



City of Conway
www.cityofconway.org
Board/Commission Nomination Form:

Date: May 9, 2019

Board applying for: (One board per form)

Bicycle & Pedestrian Advisory Board

(If you are applying for more than one board, you will only need to fill out the second page once.)

Person Nominated: Mrs. Moriah Bruner

Address: 10 Shady Valley Dr *City, State, Zip* Conway, AR 72034

Phone/Home: 773-727-0571 (Cell) *Work:* 501-450-3460

Person making nomination: Mr. Bill Burley

Address: 3305 Turf Lane, Conway, AR 72034

Phone/Home: 501-514-4297 (Cell) *Work:* _____

Please send to: Michael O. Garrett

City Clerk/Treasurer
1201 Oak Street
Conway, AR 72032
(501) 450-6100
(501) 450-6145 (f)
cityclerk@cityofconway.org
felicia.rogers@cityofconway.org

Please provide the following information for consideration to a City of Conway Board/Commission. List community/civic activities. Indicate activities in which you (or your nominee) are or have been involved.

Healthy Active Arkansas Physical and Built Environment Team

Healthy Active Arkansas Healthy Worksites Team

Metroplan Livable Communities Regional Advisory Committee

FUMC Early Childhood Center Committee, Secretary (Former Chair)

FUMC Children's Ministry Council, Member

Indicate why you (or your nominee) are interested in serving on this board or commission and what other qualifications apply to this position.

I am currently Project Coordinator at UCA's Center for Community and Economic Development. My education and previous experience in public health has led to my interest in promoting improvements to the physical and built environment of Arkansas communities to support healthy living and economic vitality. I believe all Arkansans deserve an equal opportunity to make choices that lead to good health and recognize that health starts in the social and physical environments of our communities. I have experience working with Crafton Tull to conduct "walk audits" and am very familiar with policy, systems, and environmental changes to support walk/bike-ability.

What contributions do you hope to make?

It is an exciting time to live in Conway! This is a forward-thinking community that wants to support its citizens in reaching their full potential. On this committee I hope to bring my enthusiasm for, and expertise in, advocating for decision making that encourages pedestrian and bicycle-friendliness, both in the planning of our local infrastructure as well as supporting a culture of health in our community.

Please feel free to attach to this application any additional information.

The City of Conway strives to ensure all City Boards are representative of our diverse community. To assist in these endeavors; please provide the following information on a voluntary basis:

Age: 34 Sex: Female Race: White

Occupation: Community & Economic Developer Ward 3

Email Address: mbruner1@uca.edu


Signature of Applicant or Nominator

5-9-19
Date



City of Conway
www.cityofconway.org
Board/Commission Nomination Form:

Date: 5-15-2019

Board applying for: (One board per form)

Bicycle + Pedestrian Advisory board

(If you are applying for more than one board, you will only need to fill out the second page once.)

Person Nominated: Isaac D. Sims

Address: 1123 Front St. APT 2 City, State, Zip Conway, AR 72032

Phone/Home: 501-960-4366 Work: _____

Person making nomination: Jamie Gates

Address: 900 W Oak St

Phone/Home: _____ Work: 327-7788

Please send to: Michael O. Garrett

City Clerk/Treasurer
1201 Oak Street
Conway, AR 72032
(501) 450-6100
(501) 450-6145 (f)
cityclerk@cityofconway.org
felicia.rogers@cityofconway.org

Please provide the following information for consideration to a City of Conway Board/Commission. List community/civic activities. Indicate activities in which you (or your nominee) are or have been involved.

In College at UCA, I aided faculty + staff to get a bike-friendly certification awarded to the university. I'm an avid runner and cyclist. I have worked Toward Safe Drive the last two years.

Indicate why you (or your nominee) are interested in serving on this board or commission and what other qualifications apply to this position.

AS-director of Community development for the Conway Chamber, I am dedicated to helping Conway become more friendly to pedestrians and cyclists alike, because there are numerous studies/data that support the financial and physical health of cities that do so. I see my role as a blending of my personal passion for a walkable and bikeable Conway, as well as a professional endeavor.

What contributions do you hope to make?

In my time serving on the board, I pledge to make myself available for communication among my fellow board members, and to attend every monthly meeting. With a background in urban planning, I hope to provide insight into future projects we will examine regarding context of trails and sidewalks, bike lanes, etc.

Please feel free to attach to this application any additional information.

The City of Conway strives to ensure all City Boards are representative of our diverse community. To assist in these endeavors; please provide the following information on a voluntary basis:

Age: 24 Sex: M Race: W

Occupation: Dir. Community Development Ward

Email Address: 15966@Conwayarkansas.org


Signature of Applicant or Nominator

5-15-2019
Date



City of Conway
www.cityofconway.org
Board/Commission Nomination Form:

Date: 15 May 2019

Board applying for: (One board per form)

Bicycle and Pedestrian Advisory Board

(If you are applying for more than one board, you will only need to fill out the second page once.)

Person Nominated: Kim Lane

Address: 18 Covewood Dr. *City, State, Zip* Conway, AR 72034

Phone/Home: 501-416-1026 *Work:* 501-416-1026

Person making nomination: Peter Mehl

Address: Email: peterm@uca.edu

Phone/Home: (501) 450-5282 *Work:* _____

Please send to: Michael O. Garrett

City Clerk/Treasurer
1201 Oak Street
Conway, AR 72032
(501) 450-6100
(501) 450-6145 (f)
cityclerk@cityofconway.org
felicia.rogers@cityofconway.org

Please provide the following information for consideration to a City of Conway Board/Commission. List community/civic activities. Indicate activities in which you (or your nominee) are or have been involved.

I currently serve on the Board of Directors for: Deliver Hope, the Women's Foundation of Arkansas, the Arkansas Fellowship, Global Ties to Arkansas and Junior Achievement of Arkansas.

I was a founding board member for the Young Professionals of Conway, a satellite group of the Conway Rotary Club.

Indicate why you (or your nominee) are interested in serving on this board or commission and what other qualifications apply to this position.

I'm extremely passionate about making Conway a more walkable/bike-friendly city, and I'm a huge advocate of our trail system. I live on the Tucker Creek Trail, and am excited about the impact the trail has, and continues to have, on Conway. I believe cultivating a walkable city will be a huge contributor to creating a quality of place in Conway, which is paramount for enticing the next generation of the workforce to move to Conway. I'm also passionate about the Safe Routes to School program, and am excited to contribute to that mission. I walk on the trail every single morning with my husband and Great Pyrenees, Oakley.

What contributions do you hope to make?

I hope to support the City's work in creating a walkable, bike-friendly city, and to continue bolstering these efforts as the initiative grows.

I'm excited to bring the perspective of someone who lives on the bike trail, and to bring a millennial perspective to the board.

Please feel free to attach to this application any additional information.

The City of Conway strives to ensure all City Boards are representative of our diverse community. To assist in these endeavors; please provide the following information on a voluntary basis:

Age: 27 _____ *Sex:* Female _____ *Race:* Caucasian _____

Occupation: CEO, Conductor _____ *Ward*² _____

Email Address: kim@arconductor.org _____

Signature of Applicant or Nominator

Date



**City of Conway, Arkansas
Ordinance No. O-19-___**

AN ORDINANCE ACCEPTING A GRANT FROM THE ARKANSAS HISTORIC PRESERVATION PROGRAM, AND APPROPRIATING GRANT MATCH FUNDS FOR THE HISTORIC DISTRICT COMMISSION TO BE ADMINISTERED BY THE PLANNING AND DEVELOPMENT DEPARTMENT, AND FOR OTHER PURPOSES:

WHEREAS, the Arkansas Historic Preservation Program (AHPP) has awarded a Certified Local Government grant, in the amount of \$25,000.00, to support the City of Conway's Historic District Commission's effort to develop a city-wide historic preservation plan.

WHEREAS, the Conway City Council approved, on February 12, 2019, a match of city funds in the amount of \$25,000.00, as required by the Preservation Plan Grant application process, in the event that the Conway Historic District Commission was awarded the grant.

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

Section 1. The City of Conway shall accept the AHPP grant of \$25,000 and appropriate it into State Grant Revenue (399-000-4201) and Other Misc Expense (399-105-5799).

Section 2. The City of Conway shall appropriate grant match funds in the amount of \$25,000 from the General Fund Balance Appropriation account (001-119-4900) to the Grants and Donations account (001-105-5760). The City of Conway Project Management number is 399-105C.

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

PASSED this 28th day of May, 2019.

APPROVED:

Mayor Bart Castleberry

ATTEST:

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



City of Conway, Arkansas
Ordinance No. O-19-_____

AN ORDINANCE AMENDING THE CONWAY SUBDIVISION ORDINANCE NO. O-00-03 ARTICLE V, SECTION 9, PART 10; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

Whereas, Ordinance O-18-40 amended the Subdivision Regulations, Ordinance O-00-03, to modify the process for calculating sidewalk in-lieu fees to ensure those fees more accurately reflect costs of construction; and

Whereas, it is desirable to ensure those fees do not increase drastically from year to year.

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

Section 1. That ARTICLE V Improvements SECTION 9, Sidewalks, PART 10 of the Subdivision Ordinance for the City of Conway as adopted by Ordinance No. O-18-40 is hereby amended to read as follows:

“The subdivider/developer may request a waiver from the sidewalk construction requirements. Such waivers shall only be approved for unusual circumstances. The following factors shall be considered in order to determine whether or not to grant a waiver request by the subdivider/developer:

- A. ARDOT determination that a sidewalk is not allowed within state right-of-way.
- B. Pedestrian traffic generators such as parks and schools in the area.
- C. The existence of a sidewalk network in the immediate area.
- D. The density of current and/or future development in the area.
- E. The amount of pedestrian traffic likely to be generated by the proposed development.
- F. Whether the terrain is such that a sidewalk is physically practical and feasible, and the extent to which drainage ditches, trees, ground cover, and natural areas would be adversely impacted by the construction of the sidewalk.
- G. The design of the subdivision such that utilities, the location of structures, rights of way, easements, etc., create conditions making sidewalks impractical.

The Director of Planning and Development shall have the authority to grant such waivers, or may defer requests to the Planning Commission. Action by the Director of Planning and Development may be appealed to the Planning Commission.

If a waiver is granted, the subdivider/developer shall contribute funds in lieu of sidewalk construction equal to the four-year rolling average of the “WEIGHTED AVERAGE” amounts listed for “CONCRETE WALKS” in the four most recent editions of the “Arkansas Department of Transportation Weighted Average Unit Prices”. This in-lieu fee shall be subject to a maximum fee equivalent to one hundred fifty (150) feet of street frontage per lot for lots intended for single-family or two-family dwelling uses. There shall no maximum fee for lots containing or intended for other uses.

The funds shall be deposited into a general sidewalk fund to be used solely for the addition of new sidewalks and maintenance of the existing sidewalk network. The dispersal of funds from this sidewalk fund shall be at the direction of the Conway City Council.

The Planning Commission may also grant a waiver to construct an internal pedestrian trail system in lieu of the required sidewalks. The pedestrian trail right of way shall be clearly noted on the final

plat. Specifications for the right of way width, trail pavement, and other specifications shall be determined by the City Engineer and Director of Planning and Development.”

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

Section 3. That this ordinance is necessary for the protection, peace, health and safety of the citizens of Conway, and therefore, an emergency is declared to exist, and this ordinance shall go into effect from and after its passage and approval.

PASSED this 28th day of May, 2019

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



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

MEMO

To: Mayor Bart Castleberry
cc: City Council Members

From: James Walden, AICP, Director of Planning & Development
Date: May 21, 2019

Re: Request to amend the Conway Subdivision Ordinance

The Planning and Development Department requests to amend Article V, Section 9.10 of the Subdivision Ordinance in order to change the calculation method for sidewalk in-lieu fees.

Current Language. "If a waiver is granted, the subdivider/developer shall contribute funds in lieu of sidewalk construction equal to the "WEIGHTED AVERAGE" amount listed for "CONCRETE WALKS" in the most recent edition of the "Arkansas Department of Transportation Weighted Average Unit Prices"

Proposed Language. "If a waiver is granted, the subdivider/developer shall contribute funds in lieu of sidewalk construction equal to the four-year rolling average of the "WEIGHTED AVERAGE" amounts listed for "CONCRETE WALKS" in the four most recent editions of the "Arkansas Department of Transportation Weighted Average Unit Prices".

Currently the fee is based upon ArDOT construction standard costs. Planning and Transportation staff have noticed a large spike in the calculated cost for 2019. We believe this may reflect costs from particularly expensive ArDOT projects for 2018. As such, staff feel that a four-year rolling average of these fees will help reduce these cost spikes and more accurately reflect construction costs.

The ordinance additionally clarifies existing language and more clearly indicates the authority of the Planning Director to approve or defer in-lieu fee waiver requests.

Please advise if you have any questions.



**City of Conway, Arkansas
Ordinance No. O-19-___**

AN ORDINANCE AMENDING THE CONWAY ZONING ORDINANCE O-94-54 TO AMEND SETBACKS IN CERTAIN ZONES; REPEALING ANY ORDINANCES IN CONFLICT; AND FOR OTHER PURPOSES:

Whereas, The City of Conway desires to increase flexibility and innovation in development while promoting greater walkability; and

Whereas, The Conway Planning Commission has prepared amendments to the Conway Zoning Ordinance (O-94-54), gave proper public notice in accordance with Arkansas Code Annotated § 14-56-422, held a duly authorized public hearing on May 20th, 2019, and adopted the prepared amendments; and

Whereas, The City Council accepts the Planning Commission’s recommended amendments.

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

Section 1. Conway Zoning Ordinance O-94-54, Article 401. Zoning District Regulations, Section 401.4 - Residential Districts, C. Lot, Yard and Height Regulations shall be amended as follows:

The “Minimum Front Yard Setback” for “Multi-Family” in MF-1, MF-2, and MF-3 zones shall be reduced from “25 feet” to “15 feet.”

Section 2. Conway Zoning Ordinance O-94-54, Article 401. Zoning District Regulations, Section 401.5 – Commercial and Office Districts, D. Lot, Yard and Height Regulations shall be amended as follows:

The “Minimum Front Yard Setback” in C-2 and C-3 zones shall be reduced from “25 feet” to 15 “feet.”

Section 3. The Planning and Development Department is directed to codify this amendment in a proper manner.

Section 4. That any ordinance which conflicts with this ordinance is hereby repealed to the extent of the conflict.

PASSED this 28th day of May, 2019.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Ordinance No. O-19-___**

AN ORDINANCE AMENDING THE CONWAY ZONING ORDINANCE O-94-54 TO CHANGE THE TITLE OF THE ZONING ORDINANCE; REPEALING ANY ORDINANCES IN CONFLICT; AND FOR OTHER PURPOSES:

Whereas, The State of Arkansas recognizes zoning regulations as technical codes pursuant to Arkansas Code Annotated § 14-55-207, the City of Conway desires to designate the Zoning Ordinance as the Zoning Code; and

Whereas, The Conway Planning Commission has prepared amendments to the Conway Zoning Ordinance (O-94-54), gave proper public notice in accordance with Arkansas Code Annotated § 14-56-422, held a duly authorized public hearing on May 20th, 2019, and adopted the prepared amendments; and

Whereas, The City Council accepts the Planning Commission's recommended amendments.

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

Section 1. Conway Zoning Ordinance O-94-54, Article 101. Purpose, Section 101.1, Title shall be amended as follows:

"The title of this Code shall be known as the Zoning Code of the City of Conway and may be cited as such, or alternatively referred to as the Zoning Code or Zoning Ordinance. The Zoning Code shall consist of text and a map. The map shall be on file at Conway City Hall and be known as the Official Zoning Map of the City of Conway, or alternatively as the Zoning Map."

Section 2. The Planning and Development Department is directed to codify the Zoning Ordinance in a proper manner.

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

PASSED this 28th day of May, 2019.

Approved:

Mayor Bart Castleberry

Attest:

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



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

MEMO

To: Mayor Bart Castleberry
cc: City Council Members

From: Justin Brown, Chairman
Date: May 21, 2019

Re: Request to amend the Conway Zoning Ordinance

1. The Planning & Development Department requests to change the name of the regulating document from "Zoning Ordinance" to "Zoning Code" per the following:

Current Language. The title of this ordinance shall be known as the "Zoning Ordinance of the City of Conway, Arkansas." The ordinance shall consist of the text written herein as well as that certain map identified by the approving signatures of the Mayor and City Council, marked and designated as "Zoning District Boundary Map", which map is now on file in the Office of the City Clerk/Treasurer – Ordinance No. O-94-54, Date 9-27-94.

Proposed Language. The title of this Code shall be known as the Zoning Code of the City of Conway and may be cited as such, or alternatively referred to as the Zoning Code or Zoning Ordinance. The Zoning Code shall consist of text and a map. The map shall be on file at Conway City Hall and be known as the Official Zoning Map of the City of Conway, or alternatively as the Zoning Map.

The purpose of the requested amendments is to ensure future changes to the zoning code can be adopted by reference in a manner consistent with state law. State law allows zoning codes to be considered technical codes. Technical codes can be adopted by ordinance through the reference.

2. The Planning & Development Department requests to amend setbacks requirements in commercial and multi-family zoning districts per the following:

Multi-family uses [only] in MF-1, MF-2, MF-3, and all uses in C-2. The minimum front setback will be changed from 25' to 15'.

C3. The minimum front setback will be changed from 40' to 15'.

The purpose of this change is to encourage greater walkability in commercial and multi-family developments as well as promote flexibility for developers. The change will additionally align our setback standards with the development review standards.

The Planning Commission reviewed the request at its regular meeting on May 20, 2019 and voted 7-0 that the request be forwarded to the City Council with a recommendation for approval.

Please advise if you have any questions.



Steve Ibbotson
Director

Parks and Recreation

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

May 17, 2019

To: Mayor Bart Castleberry
City of Conway Council

Re: Request to remove and dispose of assets from inventory

The City of Conway Parks and Recreation Department would like to request approval to remove the following assets from inventory and to dispose of them. These items are obsolete or broken and are no longer in use within the department.

Dept	Asset	Description	Purchased	Original Cost	Depreciation	Book Value
140	2031	Floor Master Cleaner	11-08-2000	\$ 4,475.25	\$ 4,457.25	\$ 0
140	2075	Zero Turn Mower	04-15-2008	\$ 10,145.82	\$ 6,568.49	\$ 3,577.33
140	2086	2000 Dodge Truck *	05-16-2000	\$ 17,380.00	\$ 17,380.00	\$ 0
140		Scoreboards **				

* If approved the truck will be sold "as is" on www.publicsurplus.com

** The scoreboards are not individually listed on our inventory but were lumped into Asset NEW- 00240 Conway Station Park.

Thank you for your consideration.

Steve Ibbotson
Parks Director
Conway Parks and Recreation
501-450-6186



**City of Conway, Arkansas
Resolution No. R-19-___**

**A RESOLUTION AUTHORIZING DONATION OF CITY OF CONWAY PARKS AND RECREATION PROPERTY TO
THE CITY OF GUY ARKANSAS; AND FOR OTHER PURPOSES**

Whereas, the Conway Parks and Recreation Department has two (2) lighting systems at 5th Avenue Park; and

Whereas, the Conway Parks and Recreation Department no longer has use for these lighting systems; and

Whereas, the Conway Parks and Recreation Department has received a request for donation of the lighting system from the City of Guy Arkansas;

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

Section 1. The Conway Parks and Recreation Department shall donate a Softball Field Light System from 5th Avenue Park.

Section 2. The Conway Parks and Recreation Department shall donate a Tennis Light System from 5th Avenue Park.

Section 3. That this Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 28th day of May 2019.

Approved:

Mayor Bart Castleberry

Attest:

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



**City of Conway, Arkansas
Resolution No. R-19-_____**

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF CONWAY TO UTILIZE FEDERAL-RECREATIONAL TRAILS PROGRAM (RTP) FUNDS.

Whereas, the City of Conway understands Federal Recreations Trails Program Funds are available at 80% federal participation and 20% local match to develop or improve construction phases of the Stone Dam Creek Trail multi-use pathway, and

Whereas, the City of Conway understands that Federal-aid Funds are available for Stone Dam Creek Phase II (Donaghey to South German) on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement, and

Whereas, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project.

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

Section I: The City of Conway will participate in accordance with its designated responsibility, including maintenance of this project.

Section II: Mayor Bart Castleberry is hereby authorized and directed to execute all appropriate applications, agreements and contracts necessary to expedite the construction of the above stated project.

Section III: the Conway City Council pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

THIS RESOLUTION adopted this 28th day of May 2019.

Approved:

Bart Castleberry

Attest:

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

MEMO

City of Conway,
Arkansas
Jamie Brice,
Procurement Manager

To: Mayor Bart Castleberry and City of Conway Council
CC: Finley Vinson Steve Ibbotson Felicia Rogers Jack Bell
From: Jamie Brice
Date: May 22, 2019
Re: City of Conway Parks and Recreation Department – RTP Grant

This Resolution will be a part of the application for the Recreation Trail Program (RTP) Grant.

If awarded, we would like to use these funds to implement phase 2 of the Stone Dam Creek Trail project.

The City plans to continue applying for grant funds until all 3 phases are constructed. Please see the attached cost estimate for all 3 phases.

Sincerely,



Jamie Brice
Procurement Manager
City of Conway

PRELIMINARY COST ESTIMATE - STONE DAM CREEK TRAIL
3/15/2018

Item Number	Description	Unit	TOTAL PROJECT Length of Trail = 5430			PHASE 1 - TRAIL (MIMOSA TRAIL HEAD TO DONAGHEY) Length of Trail = 1100			PHASE 2 - TRAIL (DONAGHEY TO S. GERMAN) Length of Trail = 4333			PHASE 3 - TRAIL UNER EXISTING DONAGHEY BRIDGE Length of Trail = 150		
			QUAN.	UNIT PRICE	TOTAL	QUAN.	UNIT PRICE	TOTAL	QUAN.	UNIT PRICE	TOTAL	QUAN.	UNIT PRICE	TOTAL
1.00	SITE PREPARATION (INCLUDES MOBILIZATION, ETC.)	LS	1	\$ 1,006,886.28	\$ 1,006,886.28	1	\$ 17,609.77	\$ 17,609.77	1	\$ 60,874.49	\$ 60,874.49	1	\$ 22,202.02	\$ 22,202.02
2.00	CLEARING AND GRUBBING TREES	ACRE	6.2362259	\$ 12,000.00	\$ 74,834.71	1.3	\$ 12,000.00	\$ 15,151.52	5.0	\$ 12,000.00	\$ 59,683.20	0.0	\$ 12,000.00	\$ -
4.00	UNCLASSIFIED EXCAVATION	CY	5579.33333	\$ 14.50	\$ 80,900.33	977.8	\$ 14.50	\$ 14,177.78	3851.6	\$ 14.50	\$ 55,847.56	750.0	\$ 14.50	\$ 10,875.00
5.00	BORROW MATERIAL	CY	5962.6667	\$ 15.50	\$ 92,421.33	977.8	\$ 15.50	\$ 15,155.56	3851.6	\$ 15.50	\$ 59,699.11	1133.3	\$ 15.50	\$ 17,566.67
6.00	TOPSOIL	CY	2267.4074	\$ 20.00	\$ 45,348.15	272	\$ 20.00	\$ 5,432.10	1070	\$ 20.00	\$ 21,397.53	926	\$ 20.00	\$ 18,518.52
7.00	AGGREGATE BASE COURSE	TON	2109.8	\$ 18.00	\$ 37,976.40	326	\$ 18.00	\$ 5,866.20	1284	\$ 18.00	\$ 23,110.20	500	\$ 18.00	\$ 9,000.00
8.00	TACK COAT	GAL	217.32	\$ 4.60	\$ 999.67	44.0	\$ 4.60	\$ 202.40	173.3	\$ 4.60	\$ 797.27	0.0	\$ 4.60	\$ -
10.00	ACHM SURFACE COURSE	TON	796.8	\$ 94.00	\$ 74,899.20	161	\$ 94.00	\$ 15,162.20	636	\$ 94.00	\$ 59,737.00	0	\$ 94.00	\$ -
11.00	ACHM BINDER COURSE	TON	0	\$ 70.00	\$ -	0	\$ 70.00	\$ -	0	\$ 70.00	\$ -	0	\$ 70.00	\$ -
14.00	CONCRETE DRIVEWAY (6" THICK), STANDARD FINISH	SF	0	\$ 5.45	\$ -	0	\$ 5.45	\$ -	0	\$ 5.45	\$ -	0	\$ 5.45	\$ -
19.00	CONCRETE CURB AND GUTTER (TYPE A)	LF	0	\$ 18.00	\$ -	0	\$ 18.00	\$ -	0	\$ 18.00	\$ -	0	\$ 18.00	\$ -
27.00	CONCRETE SIDEWALK (4" THICK)	SF	1000	\$ 4.31	\$ 4,310.00	0	\$ 4.31	\$ -	0	\$ 4.31	\$ -	1000	\$ 4.31	\$ 4,310.00
33.00	AREA INLET	EA	21	\$ 3,000.00	\$ 63,000.00	5	\$ 3,000.00	\$ 15,000.00	16	\$ 3,000.00	\$ 48,000.00	0	\$ 3,000.00	\$ -
48.00	REINFORCED CONCRETE RETAINING WALL	SF	1000	\$ 65.00	\$ 65,000.00	0.0	\$ 65.00	\$ -	0.0	\$ 65.00	\$ -	1000.0	\$ 65.00	\$ 65,000.00
55.00	STORM DRAIN PIPE, 18" CROSS DRAIN	LF	1050	\$ 55.00	\$ 57,750.00	250	\$ 55.00	\$ 13,750.00	800	\$ 55.00	\$ 44,000.00	0	\$ 55.00	\$ -
13.36C	STORM DRAIN PIPE, 36" CROSS DRAIN	LF	360	\$ 100.00	\$ 36,000.00	60	\$ 100.00	\$ 6,000.00	300	\$ 100.00	\$ 30,000.00	0	\$ 100.00	\$ -
13.60C	STORM DRAIN PIPE, 60" CROSS DRAIN	LF	120	\$ 175.00	\$ 21,000.00	120	\$ 175.00	\$ 21,000.00	0	\$ 175.00	\$ -	0	\$ 175.00	\$ -
16.01	MAINTENANCE OF TRAFFIC	LS	1	\$ 50,000.00	\$ 50,000.00	0	\$ 50,000.00	\$ -	0	\$ 50,000.00	\$ -	1	\$ 50,000.00	\$ 50,000.00
23.01	B STONE	TON	500	\$ 26.00	\$ 13,000.00	100	\$ 26.00	\$ 2,600.00	350	\$ 26.00	\$ 9,100.00	50	\$ 26.00	\$ 1,300.00
24.01	CONSTRUCTION ENTRANCE (CO)	EA	6	\$ 1,500.00	\$ 9,000.00	2	\$ 1,500.00	\$ 3,000.00	2	\$ 1,500.00	\$ 3,000.00	2	\$ 1,500.00	\$ 3,000.00
24.02	CHECK DAM (CD)	CY	500	\$ 10.00	\$ 5,000.00	100	\$ 10.00	\$ 1,000.00	350	\$ 10.00	\$ 3,500.00	50	\$ 10.00	\$ 500.00
24.05	ROCK DAM (RD)	CY	500	\$ 60.00	\$ 30,000.00	100	\$ 60.00	\$ 6,000.00	350	\$ 60.00	\$ 21,000.00	50	\$ 60.00	\$ 3,000.00
24.06	SEDIMENT BARRIER, SILT FENCE (SD1)	EA	25	\$ 150.00	\$ 3,750.00	5	\$ 150.00	\$ 750.00	16	\$ 150.00	\$ 2,400.00	4	\$ 150.00	\$ 600.00
24.13	SILT FENCE - TYPE C (SFC)	LF	5750	\$ 8.00	\$ 45,840.00	1100	\$ 8.00	\$ 8,800.00	4330	\$ 8.00	\$ 34,640.00	300	\$ 8.00	\$ 2,400.00
24.14	STORM DRAIN OUTLET PROTECTION (ST)	EA	25	\$ 300.00	\$ 7,500.00	5	\$ 300.00	\$ 1,500.00	16	\$ 300.00	\$ 4,800.00	4	\$ 300.00	\$ 1,200.00
24.18	DISTURBED AREA STABILIZATION - PERMANENT GRASSING (TS3)	AC	7.3	\$ 1,500.00	\$ 10,950.00	1.3	\$ 1,500.00	\$ 1,950.00	5.0	\$ 1,500.00	\$ 7,500.00	1.0	\$ 1,500.00	\$ 1,500.00
25.18	FENCE WOOD (8")	LF	1150	\$ 50.00	\$ 57,500.00	150	\$ 50.00	\$ 7,500.00	1000	\$ 50.00	\$ 50,000.00	0	\$ 50.00	\$ -
25.19	WIRE FENCE (TYPE B)	LF	2250	\$ 8.00	\$ 18,000.00	250	\$ 8.00	\$ 2,000.00	2000	\$ 8.00	\$ 16,000.00	0	\$ 8.00	\$ -
26.10	TRENCH & EXCAVATION SAFETY	LS	3	\$ 2,500.00	\$ 7,500.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	\$ 2,500.00
28.01	GUARDRAIL	LF	0	\$ 85.00	\$ -	0	\$ 85.00	\$ -	0	\$ 85.00	\$ -	0	\$ 85.00	\$ -
28.02	GUARDRAIL TERMINAL ANCHOR POST	EA	0	\$ 775.00	\$ -	0	\$ 775.00	\$ -	0	\$ 775.00	\$ -	0	\$ 775.00	\$ -
29.10	PROJECT INFORMATION KIOSK (PW-18)	LS	3	\$ 500.00	\$ 1,500.00	1	\$ 500.00	\$ 500.00	1	\$ 500.00	\$ 500.00	1	\$ 500.00	\$ 500.00
501.01	PORTLAND CEMENT CONCRETE PAVEMENT	SY	400	\$ 75.00	\$ 30,000.00	0	\$ 75.00	\$ -	0	\$ 75.00	\$ -	400	\$ 75.00	\$ 30,000.00
606.18C	FLARED END SECTION 18" RCP	EA	21	\$ 1,200.00	\$ 25,200.00	5	\$ 1,200.00	\$ 6,000.00	16	\$ 1,200.00	\$ 19,200.00	0	\$ 1,200.00	\$ -
606.36C	FLARED END SECTION 36" RCP	EA	16	\$ 2,000.00	\$ 32,000.00	2	\$ 2,000.00	\$ 4,000.00	14	\$ 2,000.00	\$ 28,000.00	0	\$ 2,000.00	\$ -
719.04Y	THERMOPLASTIC PAVEMENT MARKING YELLOW (4")	LF	5683	\$ 1.00	\$ 5,683.00	1100	\$ 1.00	\$ 1,100.00	4333	\$ 1.00	\$ 4,333.00	250	\$ 1.00	\$ 250.00
800.00	PEDESTRIAN BRIDGE (18 FT WIDE X 100 FT LONG)	SF	0	\$ 140.00	\$ -	0	\$ 140.00	\$ -	0	\$ 140.00	\$ -	0	\$ 140.00	\$ -
800.00	ROADWAY BRIDGE (78 FT WIDE X 120 FT LONG)	SF	0	\$ 140.00	\$ -	0	\$ 140.00	\$ -	0	\$ 140.00	\$ -	0	\$ 140.00	\$ -
			SUBTOTAL \$ 1,107,549.08			SUBTOTAL \$ 193,707.52			SUBTOTAL \$ 669,619.35			SUBTOTAL \$ 244,222.20		
			15% CONTINGENCY \$ 166,132.36			15% CONTINGENCY \$ 29,056.13			15% CONTINGENCY \$ 100,442.90			15% CONTINGENCY \$ 36,633.33		
			TOTAL \$ 1,273,681.44			TOTAL \$ 222,763.65			TOTAL \$ 770,062.25			TOTAL \$ 280,855.53		

FOR CONCRETE TRAIL ADD = \$ 583,322.96
 CONCRETE TRAIL (WITH 25% CONTINGENCY) = \$ 1,857,004.40
 ASPHALT TRAIL (WITH 25% CONTINGENCY) = \$ 1,273,681.44
 DIFFERENCE = \$ 583,322.96

18 PEDESTRIAN BRIDGE ACROSS CREEK WIDTH (CROSS SECTION - 1-14' TRAIL, 2 OUTSIDE RAILS)
 100 BRIDGE LENGTH (LENGTH BASED ON PRELIMINARY H&H)





To: Bart Castleberry, Mayor
 From: Joseph Hopper, Director
 Date: May 21, 2019
 Re: Request to Remove and Dispose of Assets from Inventory

The Department of Sanitation has the following vehicles and equipment that are no longer being used or are ready to be cycled out of the fleet:

Asset #	Year	Make	Model	Description	VIN/Serial Number
2427	2007	Freightliner	M2-106	Chipper Truck	1FVACWCSX7HY18640
2435	2008	Komatsu	PC270	Excavator	KMTPC182T54A87298
2508	2008	Ponderosa		16' Trailer	4D4PB16268C040103
2509	2008	Ponderosa		16' Trailer	4D4PB16288C040104
2352	2009	Yard King	SY-208436-L	Mobile Yard Ramp	981631
2413	2009	Brush Bandit	1890XP	Brush Chipper	4FMUS21139R002372
2439	2009	Mack	LEU-613	Automated Side Loader	1M2AU04C39M002999
2363	2009	Bushwhacker		15' Rotary Cutter	09T180091818002
	2009	Ponderosa		16' Trailer	4D4PB16279C041004
	2009	Ponderosa		16' Trailer	4D4PB16239C041002
2692	2010	Brush Bandit	1890XP	Brush Chipper	4FMUS1819FR003151
0053	2011	Mack	LEU-613	Automated Side Loader	1M2AU02C6BM004996
0380	2012	Mack	LEU-613	Automated Side Loader	1M2AU02C1DM007405
0315	2014	Freightliner	M2-106	Chipper Truck	1FVACWDT4EHFM2012
2647	2014	Ford	F250	4X4 Pickup	1FT7W2B61EEB67762
2690	2015	Brush Bandit	1890XP	Brush Chipper	1FMUS181XDR002765

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

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



To: Bart Castleberry, Mayor
From: Joseph Hopper, Director
Date: May 21, 2019
Re: Supply of Recyclable Materials Agreement with Pratt Recycling, Inc.

Since 2013, domestic recyclables markets have been evolving, in part, as a result of import restrictions on recyclables enacted by China. In recent years, these restrictions have led to an oversupply of material to domestic mixed paper markets, thus limiting the number of buyers of those materials in our market area.

Provided for consideration of the City Council is a Supply of Recyclable Materials Agreement with Pratt Recycling, Incorporated. Pratt Recycling has been the only consistent buyer of our mixed paper since 2017, when the markets experienced their most significant impact. The Department of Sanitation recommends entering into the agreement with Pratt Recycling.

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

**AGREEMENT FOR THE
SUPPLY OF RECYCLABLE MATERIALS**

THIS AGREEMENT FOR THE SUPPLY OF RECYCLABLE MATERIALS (this "Agreement") is made and entered into as of the 1st day of June, 2019 ("Effective Date"), by and between PRATT RECYCLING, INC., a Delaware corporation, with its principal place of business at 1800-C Sarasota Business Parkway, Conyers, Georgia 30013 (hereinafter "Procurer"); and CITY OF CONWAY, ARKANSAS, with the municipality office located at 1201 Oak Street, Conway, Arkansas 72032 (hereinafter "Supplier"). Supplier and Procurer are collectively referred to herein as the "Parties" and individually as a "Party."

W I T N E S S E T H:

WHEREAS, Supplier will supply, and Procurer, together with its affiliates, will procure certain recyclable materials generated or produced by Supplier (hereinafter "Recyclable Materials"), all upon the terms and conditions hereinafter set out;

WHEREAS, in addition to the foregoing, the Parties have agreed to the other terms, conditions, rights and obligations set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall be for a period of three (3) years ("Initial Term") unless otherwise extended or terminated earlier as provided herein. Upon expiration of the Initial Term and each Renewal Term thereafter, this Agreement shall thereafter be automatically renewed for successive periods of one (1) year each (each a "Renewal Term"), unless either Party gives written notice of non-renewal to the other Party at least ninety (90) days prior to expiration of the Initial Term or ninety (90) days prior to expiration of a Renewal Term. Collectively, the Initial Term and each Renewal Term is referred to hereunder as the "Term".

2. Recyclable Materials. Supplier will supply to Procurer, and Procurer will acquire from Supplier, Supplier's entire output of the mutually agreed upon Recyclable Materials at the prices listed on Attachment A of this Agreement ("Pricing for Recyclable Materials") from Supplier's Facility under the terms and conditions of this Agreement.

(a) Supplier agrees that all Recyclable Materials shall be in medium density bales and shall meet the specifications of that material when previously notified to Supplier by Procurer. Unless otherwise agreed, Supplier shall bale all Recyclable Materials separately, and not co-mingled.

(b) Supplier agrees to monitor contents of this Recyclable Material and agrees to take reasonable adequate steps to ensure that the materials collected do not contain any of the following: any hazardous materials, wastes or substances; fungicides, herbicides, rodenticides or containers contaminated with such materials; chemical bags or containers that may have held or retained objectionable chemicals including, but not limited to, compounds of heavy metals of antimony, arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver and zinc; toxic carcinogenic and potentially carcinogenic materials

such as dyes, formaldehyde, PCBs, or phenolic based resins, pigments, etc.; wastes or pollutants; contaminants' pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively "Excluded Wastes"); each as defined in applicable federal, state, or local laws or regulations. If Excluded Wastes are present in Recyclable Materials,

(i) Supplier agrees, to the extent provided by applicable law and in addition to any other obligations stated herein, to indemnify, defend and hold harmless the Procurer from and against any and all claims, damages, suits, penalties, fines, remediation costs, liabilities, court cost and attorneys' fees for the collection, handling, transport or disposal of such Excluded Wastes. The Parties expressly understand that title to any Excluded Waste shall at no time pass to Procurer; and that any such Excluded Waste shall remain the responsibility and liability of Supplier.

(ii) Supplier agrees to allow Procurer to discount or reject this material due to excess contamination or moisture content, in which event Supplier shall be responsible for all costs and alternative disposal arrangements in respect of the rejected portion of such material. Procurer must take reasonable, documented efforts to find alternatives to disposal, such as reprocessing at the Procurer's Material Recovery Facility (MRF). Both Parties agree that the rejection of materials should only be conducted following communication from the Procurer to the Supplier. Procurer may also terminate this Agreement at its discretion if it determines that contamination is a consistent problem.

3. Pricing. The purchase price(s) to the Supplier for the Recyclable Materials(s) are described in Attachment A to this Agreement ("Pricing for Recyclable Materials").

4. Tonnage Requirements & Transportation. All tonnage procured under the terms of this Agreement must be baled in a manner satisfactory to the Procurer and weigh no less than eight hundred (800) pounds per bale. The Supplier shall provide the Procurer seventy-two (72) hour notice for pickup. The minimum pickup requirement shall be no less than twenty (20) bales (the "Tonnage Requirements"); however, Procurer shall have the option, in its sole discretion, to pick up less than the Tonnage Requirements. Procurer shall use its transport trailers for all transportation of Recyclable Materials.

5. Indemnification. To the extent allowed by law, each of the Parties ("Indemnitor") shall indemnify, defend and hold the other Party (and its affiliate, employees and agents) ("Indemnitee") harmless against all losses, damages, claims, liabilities, and expenses (including reasonable legal fees) (each a "Claim") resulting from Indemnitor's breach of this Agreement, negligent acts or omissions, or willful misconduct in performing under this Agreement. Each Party is responsible under this section for the actions of their respective employees, agents, and subcontractors. No Party will be responsible under this section to the extent a Claim resulted from the other's breach, negligence, or willful misconduct.

6. Force Majeure. In the event Procurer shall be prevented from receiving and using any Recyclable Material, or, in the event that Supplier shall be prevented from producing any Recyclable Material, due to governmental or administrative prohibitions, legislative acts or regulations, labor difficulties, acts of God, acts of public enemy, riot, accidents, breakdown of equipment, weather conditions, or other causes beyond the control of Procurer or Supplier, as the case may be, the Party so prevented shall, upon written notice to the other Party, be thereafter released from its obligations hereunder so as long as such causes continue. If such conditions continue for more than ninety (90) days, or if any Procurer affiliate ceases to operate any of their paper mills, Procurer may terminate this Agreement, upon providing Supplier seven (7) days prior written notice.

7. Notices. Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or mailed by certified or registered mail, postage prepaid, return receipt requested or delivered via nationally recognized delivery service to the persons indicated below or to such other persons or addresses as may from time to time be designated in writing.

If to Procurer, to:

PRATT RECYCLING, INC.
1800-C Sarasota Business Parkway
Conyers, GA 30013
Attention: Chief Financial Officer

With a copy to:

PRATT INDUSTRIES, INC.
3535 Piedmont Road
Building 14, Suite 440
Atlanta, GA 30305
Attention: Douglas R. Balyeat, CPA, Esq.
General Counsel and Vice President
Email: dbalyeat@prattindustries.com

If to Supplier, to:

CITY OF CONWAY, ARKANSAS
1201 Oak Street
Conway, AR 72032
Attention: Bart Castleberry
Mayor

Email: mayor@cityofconway.org

With a copy to:

CITY OF CONWAY, ARKASAS
Department of Sanitation
P.O. Box 915
Conway, AR 72033
Attention: Joe Hopper
Sanitation Director
Email: Joe.hopper@cityofconway.org

8. Entire Agreement; Modification. This Agreement, together with all exhibits and addenda hereto, constitutes the entire agreement between the Parties hereto with regard to the subject matters described herein, and there are no other agreements or understandings between the Parties with regard to such matters. This Agreement supersedes any previous understandings or agreements of the Parties (whether written or oral) with respect to the subject matters described herein. This Agreement may not be altered,

CONFIDENTIAL AND PROPRIETARY

Procurer Initials: _____

Supplier Initials: _____

modified, changed, or added to in any manner whatsoever except through a written agreement signed by an authorized officer of each Party and in the case of Procurer, all such modifications must be executed by the then current Chief Financial Officer of Procurer.

9. Dispute Resolution. Any claim or dispute arising from, or relating to, this Agreement will be resolved only by the sequential methods outlined in this Section 9, except that a Party may, at any time, seek equitable relief from the court(s) designated in Section 10 hereof to prevent immediate or irreparable harm to it. The 1980 United Nations Convention on Contracts for the International Sales of Goods will not govern the Agreement. All negotiations will be conducted in English, and all documents, including the Agreement, will be written in English. The Parties will first attempt to resolve any dispute by meeting at mutually agreed time(s) and location(s) to resolve in good faith any claim or dispute after a Party's written negotiation request. If the matter is not resolved within forty-five (45) days after that request, then, on a Party's written request, they will enter into non-binding mediation to be conducted at mutually agreed time(s) and location(s), using a neutral mediator having experience with the applicable industry. All disputes, controversies or differences between the Parties that are not settled by negotiation or mediation shall be decided in accordance with the Commercial Rules of the American Arbitration Association, and judgment may be entered on the award by any court having jurisdiction thereof. Each Party will bear its own costs in any and all dispute resolution forums. All negotiations are confidential and will be treated as settlement negotiations.

10. Governing Law. The laws of the state of Georgia shall govern the construction and validity of this Agreement, and the rights and duties of the Parties arising out of this Agreement, without regard to principles of Conflicts of Law which would require the application of the laws of another jurisdiction. Any dispute not resolved pursuant to Section 9 above that is related to, arising out of, or connected with this matter shall be filed and maintained only in the appropriate State or Federal courts located in the City of Atlanta, Georgia.

11. Independent Contractor. The Parties are independent contractors hereunder, and will not act as agents for or employee of one another, and nothing contained herein will create a partnership or joint venture between the Parties.

12. Severability. If any provision of this Agreement or any portion thereof shall be found or held to be unenforceable or invalid, such provision or portion thereof shall be deemed deleted from the Agreement and the remaining provisions of the Agreement shall remain in effect to the extent that approach is consistent with the intention and primary commercial purpose of the Parties in making this Agreement, or, alternatively, such illegal or invalid provision shall be modified or replaced by the written agreement of the Parties in a manner that makes it legal and valid.

13. Section Headings. All section headings in this Agreement are inserted herein for convenience only and shall not affect any construction or interpretation of this Agreement.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall take effect as an original, and all of which shall evidence one and the same agreement.

15. Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

IN WITNESS WHEREOF, the Parties have hereunto caused this instrument to be executed by their duly authorized representatives this ____ day of May, 2019.

SUPPLIER:

CITY OF CONWAY, ARKANSAS

By: _____

Name: Bart Castleberry

Title: Mayor

PROCURER:

PRATT RECYCLING, INC.

By: _____

PRICING FOR RECYCLABLE MATERIALS

1. Pricing. The purchase price to the Supplier for each ton of Recyclable Material supplied under this Agreement (“Purchase Price”) shall be one hundred percent plus ten dollars (+\$10.00) of the market price (high yellow sheet) for the Southwest Region as quoted in the first monthly issue of the Official Board Markets (“OBM”) monthly publication for item **Mixed Paper #54**. The Purchase Price will be adjusted monthly based on the amount quoted in the first issue of the OBM publication each month.

(a) In the event the market price (high yellow sheet) decreases to zero dollars (\$0.00) per ton or below, then the purchase price for each ton of Mix Paper waste material supplied under this Agreement shall be zero dollars until such time as the market price (high yellow sheet) increases above zero dollars (\$0.00) per ton. During such times the Supplier shall be obligated to supply to Procurer all **Mixed Paper #54** generated from Supplier’s facility and Procurer shall be obligated to take all **Mixed Paper #54** generated by the Supplier.

(b) In the event that the OBM’s publication changes pricing policy, or ceases to publish, both Parties shall mutually agree on an alternative pricing formula in writing as an amendment to this Agreement.



To: Bart Castleberry, Mayor
From: Joseph Hopper, Director
Date: May 21, 2019
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 an 8-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. This agreement was presented to and approved by the Council on October 9, 2018, but had to be revised to modify the plans from a 3-inch line to an 8-inch line and to update the expiration date of the agreement.

Funding for this project was included in the 2018 Sanitation Fund Budget. Those funds have been carried over for 2019.

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 03, 2019, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **CITY OF CONWAY, ARKANSAS**, an Arkansas corporation, 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.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate 8.0 inch encased wastewater only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor’s real property, trackage, or other facilities located in Conway, Faulkner County, State of Arkansas ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated November 29, 2018, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for 8.0 inch encased wastewater, and (ii) 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.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. ADMINISTRATIVE HANDLING CHARGE.

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

Article 3. 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 4. 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 provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 5. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as **Exhibit B** and made a part hereof.

Article 6. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If 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 Agreement, those statutes shall apply.

Article 7. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor 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 8. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 9. WAIVER OF BREACH.

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

Article 10. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 11. 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.

Article 12. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Folder No. 03132-67)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF CONWAY, ARKANSAS
4550 Highway 64 West
Conway, Arkansas, 72034

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: _____

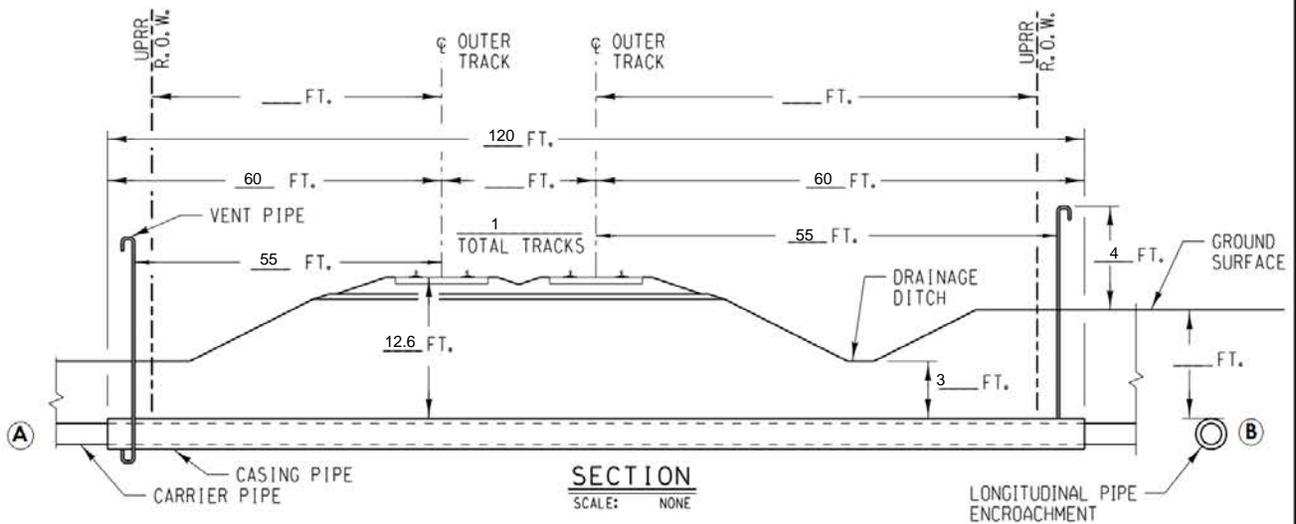
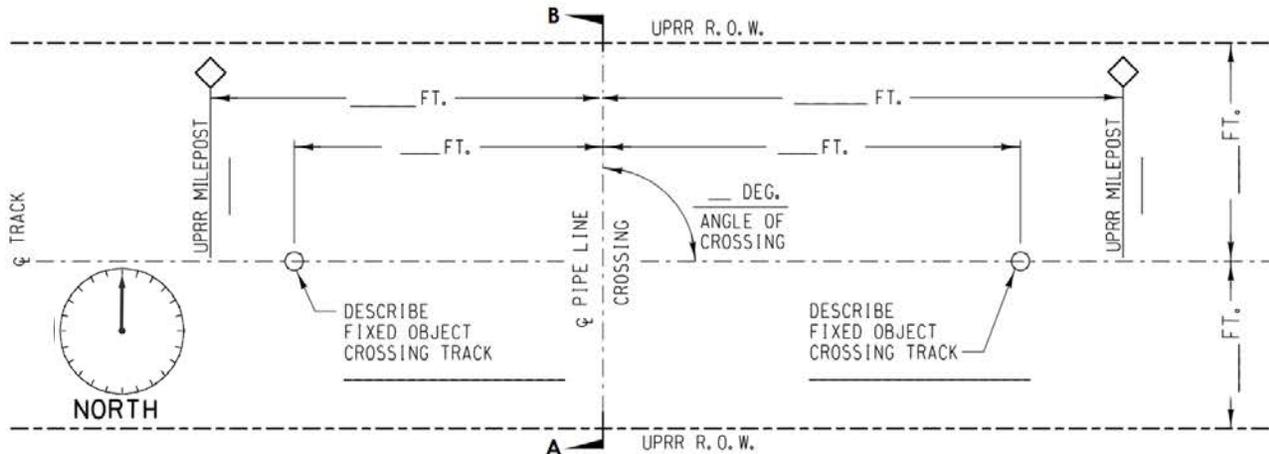
Norma J. Reynolds
Mgr II Real Estate Contracts

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.:	0313267	DATE: 11/29/2018

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of 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 Licensor without liability to 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 Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as 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, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this **Exhibit B**. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall 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. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger 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.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger 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 flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers 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 flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer 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.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") 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 Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. 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 must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit**

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad 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. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone 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 Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, 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 Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of 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 Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad

Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith ;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment

Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensor shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, 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 Railroad Company 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. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the

additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor 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. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **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

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. 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.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor 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.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor 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.

K. The fact that insurance is obtained by 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 Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.



**City of Conway, Arkansas
Ordinance No. O-19-___**

AN ORDINANCE TO WAIVE THE COMPETITIVE BID PROCESS FOR THE PURCHASE OF A REFUSE TRUCK AND A ROLL-OFF TRUCK FOR THE DEPARTMENT OF SANITATION; AND FOR OTHER PURPOSES

Whereas, the City of Conway has budgeted for the replacement of a refuse truck and a roll-off truck; and

Whereas, the quotes for a 2019 28 yard Refuse Truck are as follows: Mack-\$287,592.40, Peterbilt - \$295,653.00, Autocar - \$305,509.65; and

Whereas, the quotes for a 2019 Roll-Off truck are as follows: Mack (\$197,983) & Freightliner (\$178,540).

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 process and approve the purchase of a Roll-Off Truck from Mack in the amount of \$287,592.40.

Section 2. The City of Conway shall waive the competitive bid process and approve the purchase of a 28-yard Refuse Truck from Freightliner in the amount of \$178,540.

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

PASSED this 28th day of May 2019.

Approved:

Mayor Bart Castleberry

Attest:

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



**City of Conway, Arkansas
Ordinance No. O-19-_____**

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

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

Various Companies	\$51,547.29	Extra Duty Services
DEA/Marshall	\$6,083.96	Taskforce Funds
Paymac, Inc.	\$1,137.89	Auction Proceeds
AR State Police	\$637.21	Taskforce Funds
Various Companies	\$1,950.00	Child Safety Fair
Municipal Vehicle Program	\$22,362.20	Insurance Proceeds

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

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

Section 1. The City of Conway shall appropriate funds from Various Companies in the amount of \$51,547.29 from 001.121.4185 to the CPD overtime account 001.121.5114.

Section 2. The City of Conway shall appropriate funds from federal funds in the amount of \$6,083.96 from 001.121.4186 to the CPD overtime expense account 001.121.5114.

Section 3. The City of Conway shall appropriate funds from Paymac, Inc. in the amount of \$1,137.89 from 001.119.4611 to the CPD vehicle maintenance expense account 001.121.5450.

Section 4. The City of Conway shall appropriate funds from Arkansas State Police in the amount of \$637.21 from 304.000.4201 to the CPD overtime expense account 001.121.5114.

Section 5. The City of Conway shall appropriate funds from Various Companies in the amount of \$1,950 from 001.121.4705 to the CPD Child Safety Fair expense account 001.121.5760.

Section 6. The City of Conway shall appropriate funds from the Municipal Vehicle Program in the amount of \$22,362.20 from 001.119.4360 to the CPD vehicle maintenance expense account 001.121.5450.

Section 7. All ordinances in conflict herewith are repealed to the extent of the conflict.

PASSED this 28th day of May, 2019.

Approved:

Attest:

Mayor Bart Castleberry

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