



# City of Conway Council Agenda

<b><u>Council Meeting Date:</u></b>	<b>April 26<sup>th</sup>, 2016</b>
<b><u>5:30pm Committee Meeting:</u></b>	<b>No Committee Meeting</b>
<b><u>6:30pm:</u></b>	Council Meeting
<b><u>Call to Order:</u></b>	Mayor Tab Townsell
<b><u>Roll Call:</u></b>	City Clerk/Treasurer Michael O. Garrett
<b><u>Minutes Approval:</u></b>	April 12 <sup>th</sup> , 2016

## **Employee Service Awards**

## **Monthly financial report ending March 31<sup>st</sup>, 2016**

## **Mayor Tab Townsell**

City Clerk Michael O. Garrett  
City Attorney Chuck Clawson

## **City Council Members**

Ward 1 Position 1 – Andy Hawkins

Ward 1 Position 2 – David Grimes

Ward 2 Position 1 – Wesley Pruitt

Ward 2 Position 2 – Shelley Mehl

Ward 3 Position 1 – Mark Ledbetter

Ward 3 Position 2 – Mary Smith

Ward 4 Position 1 – Theodore Jones Jr.

Ward 4 Position 2 – Shelia Isby

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## **1. Report of Standing Committees:**

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

1. Resolution approving the 2016 budget for the annual action plan and the five year strategies with the proposed budget for 2017 for the Community Development Block Grant program.
2. Ordinance appropriating funds and entering into an agreement for a mosquito control abatement control program
3. Resolution requiring an audit of the accounting records of the City of Conway for the fiscal year 2015.
4. Ordinance amending Ordinance No. O-06-50 allocating all electric franchise fee revenue for capital projects associated with economic development.
5. Ordinance appropriating funds for the City's contribution to the AHTD for the Dave Ward Drive project related to Lewis Crossing.
6. Ordinance authorizing the reclassification of positions within the Street & Engineering Department.
7. Ordinance accepting and appropriating donation funds for the Conway Historic District Commission.
8. Consideration of a request from Chapel Hill POA to place a brick wall in the street right of way, on the southeast corner of the intersection of Prince Street and Chapel Hill Drive.
9. Consideration of a request from Ed McNutt to move a single family residence from 43 Mill Pond Road to 259 Mill Pond Road.
10. Ordinance to rezone property located at 4620 Prince Street from A-1 to O-2.

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

1. Resolution instructing the City Attorney to file suit on a delinquent notice for the Parks & Recreation Department.
2. Discussion of a counteroffer and acceptance of property (Hiegel/Joyner property) located off South German Lane.

**C. Public Safety Committee (Police, Fire, District Court, CEOC, Information Technology, City Attorney, & Animal Welfare)**

1. Ordinance appropriating reimbursements funds from various entities for the Conway Police Department.
2. Ordinance amending the Conway Municipal Code regarding alarm systems for the City of Conway.

**Adjournment**



*City of Conway*  
*Human Resources Department*  
*City Hall*  
*1201 Oak Street*  
*Conway, Arkansas 72032*  
[www.cityofconway.org](http://www.cityofconway.org)

**Date:** April 18, 2016  
**To:** Jody Spradlin  
**Cc:** Tyler Whitmire  
**From:** Lisa Mabry-Williams  
**Subject:** Years of Service Recognition – Presentation of Pins

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

**Years  
of**

<b><u>Service</u></b>	<b><u>Name</u></b>	<b><u>Date of Hire</u></b>	<b><u>Department</u></b>
<b>5</b>	David Mitchell, Animal Welfare Officer	04/25/2011	Animal Welfare
<b>10</b>	Brian Edwards, Telecommunicator Supervisor	04/13/2006	CEOC

We would like to extend an invitation to the above listed employees to attend the City Council meeting at 6:30 p.m. on Tuesday, April 26th, 2016. The service pin presentation will be the first item on the Council agenda.



City of Conway, Arkansas  
Monthly Financial Reports  
March 31, 2016

City of Conway  
 Monthly Financial Report - General Fund  
 For the month ended March 31, 2016



Revenues	Budget	Month	Year to	Encumbered	(Over)/Under	%
		Activity	Date		Budget	Expend/Collect
Ad Valorem Tax	3,800,000	62,975	383,992		3,416,008	10%
Payments in Lieu of Tax	31,250	-	-		31,250	0%
State Tax Turnback	883,250	63,511	252,997		630,253	29%
Insurance Tax Turnback - LOPFI	1,100,000	-	-		1,100,000	0%
Sales Tax	18,200,000	1,329,832	4,555,968		13,644,032	25%
Beverage Tax	400,000	35,449	130,600		269,400	33%
Franchise Fees	3,511,000	305,492	870,569		2,640,431	25%
Permits	298,000	70,526	158,336		139,664	53%
ACIEA Revenues	5,000	3,208	6,871		(1,871)	137%
Dog Tags & Fees	25,000	1,680	6,046		18,954	24%
Municipal Court Fines and Fees	1,042,500	106,475	275,014		767,486	26%
Law Enforcement	717,951	40,852	73,305		644,647	10%
Parks	552,500	104,522	191,908		360,592	35%
Interest Income	17,000	2,040	6,116		10,884	36%
Insurance Proceeds	9,998	-	9,998		-	100%
Donations	3,404	7,513	13,260		(9,856)	390%
Act 833 Revenue	90,000	-	-		90,000	0%
Miscellaneous Revenues	115,000	6,312	22,173		92,827	19%
Transfers from Other Funds	423,000	35,250	70,500		352,500	17%
<b>Total Revenues</b>	<b>31,224,853</b>	<b>2,175,634</b>	<b>7,027,652</b>	<b>-</b>	<b>24,197,202</b>	<b>23%</b>
<b>Expenditures</b>						
Admin (Mayor, HR)	632,339	42,024	116,654	2,242	513,443	18%
Finance	439,657	35,530	87,902	67	351,688	20%
City Clerk/Treasurer	170,569	10,732	31,011	-	139,558	18%
City Council	91,913	7,069	14,784	-	77,129	16%
Planning	388,860	37,616	87,783	265	300,812	23%
Physical Plant	537,698	32,838	89,849	3,319	444,530	17%
Fleet Maintenance	87,142	8,737	27,553	117	59,473	32%
Information Technology	1,118,652	157,176	285,859	82,126	750,667	26%
Airport	-	42,476	106,215	-	(106,215)	-
Permits and Inspections	498,346	38,129	108,438	480	389,429	22%
Nondepartmental	589,300	11,521	312,637	4,386	272,276	53%
Police	11,019,314	843,883	2,430,100	32,844	8,556,369	22%
CEOC	1,024,201	72,520	217,182	507	806,511	21%
Animal Welfare	440,636	30,344	86,459	1,260	352,916	20%
Municipal District Court	864,842	64,697	207,783	-	657,059	24%
City Attorney	465,007	36,237	98,280	33	366,695	21%
Fire	9,495,149	773,053	2,211,650	71,133	7,212,366	23%
Parks	2,915,128	210,895	513,583	25,595	2,375,950	18%
	30,778,753	2,455,478	7,033,723	224,375	23,520,656	23%
<b>Total Expenditures</b>	<b>30,778,753</b>	<b>2,455,478</b>	<b>7,033,723</b>	<b>224,375</b>	<b>23,520,656</b>	<b>23%</b>
<b>Net Revenue/(Expense)</b>	<b>446,100</b>		<b>(6,071)</b>			

\*All figures are unaudited

Notes:

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

City of Conway  
General Fund  
2016  
Fund Balance Appropriations



<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-16-18		Planning Dept interim Deputy Director	14,000
			<u>\$ 14,000</u>

City of Conway  
 Balance Sheet - General Fund  
 For the month ended March 31, 2016



Cash - Operating	5,086,451
Cash - Reserve	2,011,965
Petty Cash	715
Taxes Receivable	3,226,136
Accounts Receivable	3,288,774
Due from Other Funds	36,449
Due from Street	37,699
Due from Component Unit	197,859
Fleet Inventory	15,539
Fuel Inventory	8,421
General Inventory	585
<b><i>Assets</i></b>	<b><u>13,910,594</u></b>
Accounts Payable	347,010
Salaries Payable	223,136
Insurance and Benefits Payable	114,559
Event Deposits	1,520
Due to Other Funds	40,095
Deferred Revenue	3,006,736
<b><i>Liabilities</i></b>	<b><u>3,733,057</u></b>
Fund Balance - Committed to cash flow	2,000,000
Fund Balance - Committed to reserve	2,000,000
Fund Balance - Unassigned	6,177,537
<b><i>Fund Balance</i></b>	<b><u>10,177,537</u></b>
<b><i>Total Liabilities &amp; Fund Balance</i></b>	<b><u>13,910,594</u></b>

\*All figures are unaudited

City of Conway  
 Monthly Financial Report - Street Fund  
 For the month ended March 31, 2016



	<u>Budget</u>	<u>Month Activity</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>(Over)/Under Budget</u>	<u>% Expend/Collect</u>
<b>Revenues</b>						
Ad Valorem Tax	1,440,000	-	96,620		1,343,380	7%
Payments in Lieu of Tax	15,000	-	-		15,000	0%
State Tax Turnback	3,579,020	280,969	892,599		2,686,421	25%
Severance Tax	250,000	9,747	32,259		217,741	13%
Sales Tax	250,000	18,633	63,837		186,163	26%
Sign Permits	500	180	180		320	36%
Engineering Fees	10,000	100	500		9,500	5%
Insurance Proceeds	-	-	143		(143)	-
Interest Income	20,000	1,675	5,884		14,116	29%
Miscellaneous Revenues	-	4,002	4,352		(4,352)	-
<b>Total Revenues</b>	<b>5,564,520</b>	<b>315,305</b>	<b>1,096,373</b>	<b>-</b>	<b>4,468,147</b>	<b>20%</b>
<b>Expenditures</b>						
Personnel Costs	2,347,548	164,874	464,229	-	1,883,319	20%
Other Operating Costs	<u>1,891,183</u>	<u>93,459</u>	<u>305,533</u>	<u>44,805</u>	<u>1,540,845</u>	<u>16%</u>
Total Operating Costs	4,238,731	258,333	769,762	44,805	3,424,165	18%
Capital Outlay	<u>1,316,000</u>	<u>-</u>	<u>2,000,000</u>	<u>625</u>	<u>(684,625)</u>	<u>152%</u>
<b>Total Expenditures</b>	<b>5,554,731</b>	<b>258,333</b>	<b>2,769,762</b>	<b>45,430</b>	<b>2,739,539</b>	<b>50%</b>
<b>Net Revenue/(Expense)</b>	<b>9,789</b>		<b><u>(1,673,388)</u></b>			

\*All figures are unaudited

Notes:

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



City of Conway  
Street Fund  
2016



Fund Balance Appropriations

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

City of Conway  
Balance Sheet - Street Fund  
For the month ended March 31, 2016



Cash - Operating	2,578,974
Taxes Receivable	89,294
Accounts Receivable	1,616,959
Due from Other Funds	24,995
<b><i>Assets</i></b>	<b><u>4,310,223</u></b>
Accounts Payable	36,816
Salaries Payable	18,797
Insurance and Benefits Payable	15,365
Due to Other Funds	44,550
Due to General	34,095
Deferred Revenue	1,294,270
<b><i>Liabilities</i></b>	<b><u>1,443,892</u></b>
<b><i>Fund Balance</i></b>	<b><u>2,866,331</u></b>
<b><i>Total Liabilities &amp; Fund Balance</i></b>	<b><u>4,310,223</u></b>

\*All figures are unaudited

City of Conway  
 Monthly Financial Report - Sanitation  
 For the month ended March 31, 2016



<b>Revenues</b>	<b><u>Budget</u></b>	<b><u>Month</u> <u>Activity</u></b>	<b><u>Year to</u> <u>Date</u></b>	<b><u>Encumbered</u></b>	<b><u>(Over)/Under</u> <u>Budget</u></b>	<b><u>%</u> <u>Expend/Collect</u></b>
Sanitation Fees	8,750,000	830,998	3,128,007		5,621,993	36%
Proceeds - Recycled Materials	400,000	38,645	106,909		293,091	27%
Landfill Fees - General	225,000	19,820	51,214		173,786	23%
Insurance Proceeds	-	174,000	174,000		(174,000)	-
Interest Income	55,000	6,522	17,862		37,138	32%
Miscellaneous Revenues	-	3,735	13,102		(13,102)	=
<b>Total Revenues</b>	<b>9,430,000</b>	<b>1,073,719</b>	<b>3,491,093</b>	<b>-</b>	<b>5,938,907</b>	<b>37%</b>
<b>Expenditures</b>						
Personnel Costs	3,959,146	325,982	910,626	-	3,048,519	23%
Other Operating Costs	2,977,297	204,113	381,936	104,340	2,491,021	13%
Total Operating Costs	6,936,443	530,096	1,292,563	104,340	5,539,540	19%
Capital Outlay	3,690,815	10,280	10,280	525,755	3,154,780	0%
<b>Total Expenditures</b>	<b>10,627,258</b>	<b>540,376</b>	<b>1,302,843</b>	<b>630,095</b>	<b>8,694,321</b>	<b>12%</b>
<b>Net Revenue/(Expense)</b>	<b>(1,197,258)</b>		<b>2,188,250</b>			

\*All figures are unaudited

Notes:

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

City of Conway  
Sanitation Fund  
2016  
Fund Balance Appropriations



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

City of Conway  
 Balance Sheet - Sanitation  
 For the month ended March 31, 2016



Cash - Operating	5,151,523
Petty Cash	200
Post Closure Cash Account	5,525,883
Accounts Receivable	735
Due from Other Funds	26,722
Due from Component Unit	1,645,235
General Inventory	2,122
Land & Buildings	2,697,649
Infrastructure	1,136,716
Machinery and Equipment	5,946,952
Vehicles	139,589
Computer Equip & Software	958
<b><i>Assets</i></b>	<b><u>22,274,286</u></b>
Accounts Payable	74,199
Salaries Payable	195,124
Insurance and Benefits Payable	28,091
Net Pension Obligation	1,286,026
Due to Other Funds	(1,719)
Landfill Close/Post Close	7,926,380
<b><i>Liabilities</i></b>	<b><u>9,508,101</u></b>
<b><i>Net Assets</i></b>	<b><u>12,766,185</u></b>
<b><i>Total Liabilities and Net Assets</i></b>	<b><u>22,274,286</u></b>

\*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 March 31, 2016



	<u>Budget</u>	<u>Month</u> <u>Activity</u>	<u>Year to</u> <u>Date</u>	<u>Encumbered</u>	<u>(Over)/Under</u> <u>Budget</u>	<u>%</u> <u>Expend/Collect</u>
<b>Revenues</b>						
Airport Fuel Sales	761,000	59,649	160,483		600,517	21%
Sales Tax	18,000	979	2,998		15,002	17%
T-Hangar Rent	118,000	3,950	16,359		101,641	14%
Community Hangar Rent	15,000	1,336	2,236		12,764	15%
Ground Leases	20,250	20,367	37,791		(17,541)	187%
Miscellaneous Revenues	2,500	440	2,027		473	81%
<b>Total Revenues</b>	<b>934,750</b>	<b>86,721</b>	<b>221,895</b>	<b>-</b>	<b>712,855</b>	<b>24%</b>
<b>Expenditures</b>						
Personnel Costs	203,100	13,326	40,439	-	162,660	20%
Fuel for Resale	550,000	32,493	83,901	-	466,099	15%
Other Operating Costs	139,200	4,352	13,458	1,471	124,271	10%
Total Operating Costs	892,300	50,171	137,798	1,471	753,031	15%
Capital Outlay	-	-	-	-	-	0%
<b>Total Expenditures</b>	<b>892,300</b>	<b>50,171</b>	<b>137,798</b>	<b>1,471</b>	<b>753,031</b>	<b>15%</b>
<b>Net Revenue/(Expense)</b>	42,450		<u><u>84,097</u></u>			

\*All figures are unaudited

Notes:

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

City of Conway  
Airport Fund  
2016



Fund Balance Appropriations

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

City of Conway  
Balance Sheet - Airport  
For the month ended March 31, 2016



Cash - Operating	183,158
Taxes Receivable	2,020
Accounts Receivable - Fuel Vendor	67,384
Due from Other Funds	12,574
<b><i>Assets</i></b>	<b><u>265,136</u></b>
Accounts Payable	1,322
Salaries Payable	1,569
Insurance and Benefits Payable	1,754
Due to General	247
<b><i>Liabilities</i></b>	<b><u>4,891</u></b>
<b><i>Fund Balance</i></b>	<b>260,245</b>
<b><i>Total Liabilities &amp; Fund Balance</i></b>	<b><u>265,136</u></b>

\*All figures are unaudited



City of Conway  
Monthly Financial Report - Major Project Funds  
For the month ended March 31, 2016



Parks and Rec A&P Tax

Balance, 2/29/16	1,612,743
Receipts	240,804
Payments	(218,876)
Balance, 3/31/16	\$ 1,634,671

Pay as you go Sales Tax

Balance, 2/29/16	2,430,370
Receipts	246,556
Payments	(381,168)
Balance, 3/31/16	\$ 2,295,757

Street Impact Fees

Balance, 2/29/16	444,327
Receipts	24,051
Payments	(57,290)
Balance, 3/31/16	\$ 411,087

Parks Impact Fees

Balance, 2/29/16	297,317
Receipts	5,080
Payments	(41,290)
Balance, 3/31/16	\$ 261,107



**City of Conway, Arkansas**  
**Resolution No. R-16-\_\_**

**A RESOLUTION APPROVING YEAR 2016 COMMUNITY DEVELOPMENT BLOCK GRANT BUDGET, THE AUTHORIZING THE SUBMISSION OF THE 2016 ACTION PLAN, THE 2016-2020 5 YEAR CONSOLIDATED 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,** the 5 Year Consolidated Plan requires strategies and objectives for allocation resources

**Whereas,** there is a total of \$380,063 for Year 2016 funds allocated to the CDBG Program for budgetary purposes;

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

**Section 1:** The 2016-2020 5 Year Consolidated Plan Objectives and Strategies were developed with input from the public and is adopted by reference to the attached list.

**Section 2:** The Year 2016 CDBG budget totaling three hundred eighty thousand and sixty three dollars (\$380,063) for budgeting purposes is adopted by reference to the attached budget sheet.

**Section 3:** 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 4:** The Affirmative Action Plan is adopted to provide contractual procedures with regard to equal opportunity personnel policies on the part of CDBG project contractors.

**Section 5:** 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 6:** The Director of Community Development is authorized to prepare and submit the 2016-2020 5 Year Consolidated Plan and the 2016 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 2016 Community Development Department Budget as application numbers to undertake the activities/projects in the Action Plan.

**Section 7:** All approved agencies of CDBG funds will use the city's procurement procedures for any services or contracts.

**Passed this 26<sup>th</sup> day of April 2016.**

**Approved:**

**Attest:**

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

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

## **CDBG 2016-2020**

### 5 Year objectives:

1. Repair and maintain streets and sidewalks
2. Enhance the capacity of the City's drainage and storm water runoff systems
3. Increase the supply of affordable suitable housing
4. Provision of additional community facilities and public services

### Objectives with strategies in brief:

1. Repair and maintain streets and sidewalks

Assess the city's streets and sidewalks and fund according to need.

2. Enhance the capacity of the City's drainage and storm water runoff systems

Assess drainage, storm, water and sewer systems and allow funding for public improvements and a combination of loans and grants for private improvements.

3. Increase the supply of affordable suitable housing

- a. Work with area non-profit partners to create, rehab and replace affordable housing
- b. Create housing strategy that focuses on homeless and leaving public housing
- c. Create incentives for infill housing
- d. Create program for clearing vacant and boarded housing

4. Provision of additional community facilities and public services

- a. Emphasis on transportation for public services
- b. Focus on fair housing activities such as credit counseling when transportation allows extra funds
- c. Emphasis on homeless facilities for community facilities
- d. Allow for neighborhood community facilities

## 2016 Annual Action Plan Budget

Grant -	\$380,063
Administration	\$76,012
Pine Street (see breakdown on next page)	\$247,042
Transportation	\$54,000
(to be spent in 2017)	
Bethlehem House	\$3,000
Boys and Girls Club	\$9,500
FC Council on Aging	\$17,000
FC Day School	\$6,000
Independent Living Services	\$14,000
Women's Shelter	\$4,500
Total allocated in 2016 Action Plan	\$377,054

Pine Street Revitalization			TOTAL CDBG AVAILABLE (including prior years)					\$642,950.00
<b>ACTIVE CONTRACTS</b>			Anticipated	Spent as of	2016 Budget	2016	2016 Expense	2016 Budget
Active Contracts	Firm	date	Total Contract	3/25/16	Available	Budget	3/25 - YTD	Remaining
Civil Engineering	EDG	May-16	\$15,900.00	\$6,350.00	\$9,550.00	<b>\$9,550.00</b>	\$4,750.00	\$4,800.00
Architectural	Rob Sharp		\$8,400.00	\$6,720.00	\$1,680.00	<b>\$1,680.00</b>	\$0.00	\$1,680.00
Block 7 Burns Addn Relocation	City of Conway	Nov-16	\$8,754.00	\$5,028.00	\$3,726.00	<b>\$1,620.00</b>	\$162.00	\$1,458.00
Siebenmorgan Design	Crafton Tull Conway	Sep-15	\$14,500.00	\$12,500.00	\$2,000.00	<b>\$2,000.00</b>	\$0.00	\$2,000.00
Burns Addn Utility	Corp/Paladino	Feb-16	\$417,073.14	\$342,564.59	\$74,508.55	<b>\$74,508.55</b>	\$0.00	\$74,508.55
Block 7 ROW Acquisition	Acklin	Mar-16	\$17,650.00	\$17,241.10	\$408.90	<b>\$0.00</b>	\$0.00	\$0.00
							\$0.00	
<b>TOTAL</b>			<b>\$482,277.14</b>	<b>\$390,403.69</b>	<b>\$91,873.45</b>	<b>\$89,358.55</b>	<b>\$4,912.00</b>	<b>\$84,446.55</b>
<b>UPCOMING CONTRACTS 2016</b>								
Alley Construction	City of Conway	Oct-15	\$75,000.00	\$0.00	\$75,000.00	<b>\$75,000.00</b>	\$0.00	\$75,000.00
Factory St. Demo	Bid	Mar-16	\$8,000.00	\$0.00	\$8,000.00	<b>\$8,000.00</b>	\$0.00	\$8,000.00
Site Grading/Drainage	Bid	Apr-16	\$20,000.00	\$0.00	\$20,000.00	<b>\$20,000.00</b>	\$0.00	\$20,000.00
Re-plat appraisal	Bid	May-16	\$3,600.00	\$0.00	\$3,600.00	<b>\$3,600.00</b>	\$0.00	\$3,600.00
Siebenmorgan Improvements	City of Conway	Sep-16	\$400,000.00	\$0.00	\$400,000.00	<b>\$400,000.00</b>	\$0.00	\$400,000.00
Block 7 Sidewalks	City of Conway	May-17	\$15,180.00	\$0.00	\$15,180.00	<b>\$7,000.00</b>	\$0.00	\$7,000.00
Block 7 Public ROW Plantings	City of Conway	May-17	\$10,500.00	\$0.00	\$10,500.00	<b>\$4,000.00</b>	\$0.00	\$4,000.00
Project Delivery	CDBG	Dec-15	\$15,000.00	\$0.00	\$15,000.00	<b>\$15,000.00</b>	\$0.00	\$15,000.00
<b>TOTAL</b>			<b>\$547,280.00</b>	<b>\$0.00</b>	<b>\$547,280.00</b>	<b>\$532,600.00</b>	<b>\$0.00</b>	<b>\$532,600.00</b>
<b>TOTAL 2016</b>			<b>\$1,029,557.14</b>	<b>\$390,403.69</b>	<b>\$639,153.45</b>	<b>\$621,958.55</b>	<b>\$4,912.00</b>	<b>\$617,046.55</b>
<b>TOTAL CDBG INVESTMENT PINE STREET NEIGHBORHOOD</b>			<b>\$1,029,557.14</b>					
(THIS DOES NOT INCLUDE PRIOR LAND ACQUISITIONS OF \$135,625 ON BLOCK 7)								



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

**AN ORDINANCE WAIVING BIDS & APPROPRIATING FUNDS IN CONJUNCTION WITH STARTING A MOSQUITO ABATEMENT PROGRAM FOR THE CITY OF CONWAY; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES**

**Whereas**, the City of Conway has a desires to spray for mosquitos within the city limits for which budgetary authority has not been provided; and

**Whereas**, two quotes were obtain from nearby companies that provide a mosquito abatement program, Vector Disease Control and Delta Pest Control.

**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 requirement for obtaining competitive bids for a mosquito abatement program and the Mayor is hereby authorized to enter into an agreement with Vector Disease Control for said services at a total price not to exceed \$150,000.

**Section 2.** The City of Conway shall appropriate an amount not to exceed \$150,000 as a General Fund balance appropriation for the mosquito abatement program that will be administered through the Permits & Code Enforcement Department.

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

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

**PASSED** this 12<sup>th</sup> day of April, 2016.

**Approved:**

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

**Attest:**

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



**City of Conway, Arkansas  
Resolution No. R-16-\_\_**

**A RESOLUTION REQUIRING AN AUDIT OF THE ACCOUNTING RECORDS OF THE CITY OF  
CONWAY FOR THE YEAR 2015**

**Whereas**, Arkansas Code Annotated §14-58-307 requires that cities of the first class be audited annually by either an independent certified public accountant or by the Division of Legislative Audit; and

**Whereas**, Arkansas Code Annotated §14-58-101(c)(3) gives municipalities the option to choose between the two. The deciding factor being that an independent audit will be performed in accordance with the guidelines and format prescribed by the Governmental Accounting Standards Board, the American Institute of Certified Public Accountants, and the United States Government Accountability Office; and the Division of Legislative Audit performs on a regulatory basis, which is not well-defined, nor is it considered to be up-to-date when compared to the guidelines used by independent accountants; and

**Whereas**, the City Council finds it beneficial and in the best interest of the City to have an audit for its fiscal year 2015 that complies with the aforementioned guidelines.

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

**Section 1.** The City of Conway shall have an audit for the year ended December 31, 2015 that is conducted by an independent certified public accountant, and is in accordance with the guidelines and format prescribed by the Governmental Accounting Standards Board, the American Institute of Certified Public Accountants, and the United States Government Accountability Office.

Passed this 26<sup>th</sup> day of April, 2016.

**Approved:**

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

**Attest:**

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



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

**AN ORDINANCE AMENDING ORDINANCE NO. O-06-50; ALLOCATING ALL ELECTRIC FRANCHISE FEE REVENUE FOR CAPITAL PROJECTS ASSOCIATED WITH ECONOMIC DEVELOPMENT TO THE EXTENT THAT IT IS NEEDED FOR SUCH PURPOSES; AND FOR OTHER PURPOSES.**

**Whereas**, the City of Conway would like to amend Ordinance No. O-06-50; and

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

**Section 1:** Section 1 of Ordinance O-06-50 is hereby amended to read as follows, "~~Forty (40%) percent of the processed~~ of the franchise fee collected pursuant to Ordinance No. O-05-163 ~~retroactive to that date of its inception~~ shall be segregated and specifically earmarked for the payment of all or a portion of capital projects that will enhance or augment desirable economic development, including the acquisition of real property and rights of way for construction of by purchase, lease or where specifically authorized by state law, the exercise of eminent domain, road and highway improvements, water service, wastewater treatment and any expansion of utility infrastructure, including electric, cable, gas or telephone. To the extent that the franchise fee is not needed for these purposes, it shall be considered a general revenue to the City and shall be spent at the discretion of the City Council."

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

**PASSED** on this 26<sup>th</sup> day of April, 2016.

**Approved:**

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

**Attest:**

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





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

**AN ORDINANCE APPROPRIATING FUNDING FOR THE CITY'S CONTRIBUTION TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT FOR THE DAVE WARD DRIVE PROJECT RELATED TO LEWIS CROSSING; AND FOR OTHER PURPOSES**

**Whereas**, Resolution R-14-21 stated the City's intent to partner with the Arkansas Highway and Transportation Department on the project titled "Dave Ward Drive – I-40 to East German Lane"; and

**Whereas**, a requirement of this partnership was to provide \$2.0 million of matching funds, for which no prior budgetary authority has been given.

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

**Section 1.** The City of Conway shall appropriate \$2,000,000.00 from the Street Fund Balance Appropriation Account (002-201-4900) to the CIP – Street Projects Account (002-201-5905).

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

**PASSED** this 26<sup>th</sup> day of April 2016.

**Approved:**

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

**Attest:**

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



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

**AN ORDINANCE AUTHORIZING THE RECLASSIFICATION OF ONE (1) PART TIME GROUNDS MAINTENANCE POSITION IN THE STREET DEPARTMENT TO A FULL TIME GROUNDS MAINTENANCE POSITION; AND FOR OTHER PURPOSES**

**Whereas**, the Street Department requests the reclassification of one (1) part time Grounds Maintenance position to a full time Grounds Maintenance position.

**Whereas**, the annual salary for a part time Grounds Maintenance position is \$9,244.59 and the annual salary for a full time Grounds Maintenance position is \$34,983.85.

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

**Section 1.** The City of Conway shall reclassify one (1) part time Ground Maintenance position to a full time Grounds Maintenance position.

**Section 2.** Additional salary funds in the amount of \$16,429.04 are required for this staffing adjustment.

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

**PASSED** this 26<sup>th</sup> day of April, 2016.

**Approved:**

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

**Attest:**

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



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

**AN ORDINANCE ACCEPTING AND APPROPRIATING DONATION FUNDS FOR THE CONWAY HISTORIC DISTRICT COMMISSION FOR COMMISSIONER TRAINING, AND FOR OTHER PURPOSES;**

**Whereas**, Arkansas Historic Preservation Program (AHPP) has awarded grant funds in the amount of \$600.00 to support the City of Conway's Historic District Commission to provide funding for Commissioner training, and for other expenses.

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

**Section 1:** The City of Conway, Arkansas, shall accept donation funds in the amount of \$600.00 and appropriate said funds from the State Grant Revenue account (399-000-4751) to the Planning Grant Expense account (399-105-5799). The City of Conway Project Management number is 399-105C.

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

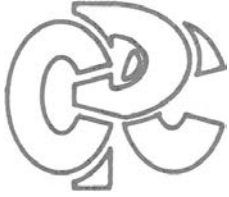
**PASSED** this 26<sup>th</sup> day of April, 2016.

**Approved:**

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

**Attest:**

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

**CONWAY PLANNING COMMISSION**

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

**MEMO**

**To: Mayor Tab Townsell**  
**CC: City Council Members**

**From: Bryan Patrick, Director of Planning & Development**  
**Date: April 12, 2016**

**Re: Permission to place wall in right of way at Prince Street and Chapel Hill Drive**

The Chapel Hill Property Owner's Association has submitted a request to place a brick wall in the street right of way, on the southeast corner of the intersection of Prince Street and Chapel Hill Drive to match the existing wall located on the southwest corner.

The property owner nearest the proposed wall location has given his written consent and the Chapel Hill Property Owner's Association has agreed to be responsible for all installation and maintenance costs.

Please advise if you have any questions.

# Chapel Hill POA

C/O 855 Chapel Hill Drive  
Conway AR, 72034.


March 13, 2016

Bryan Patrick  
Director of Planning and Development  
City of Conway  
1201 Oak Street  
Conway, AR 72032.

Dear Sir:

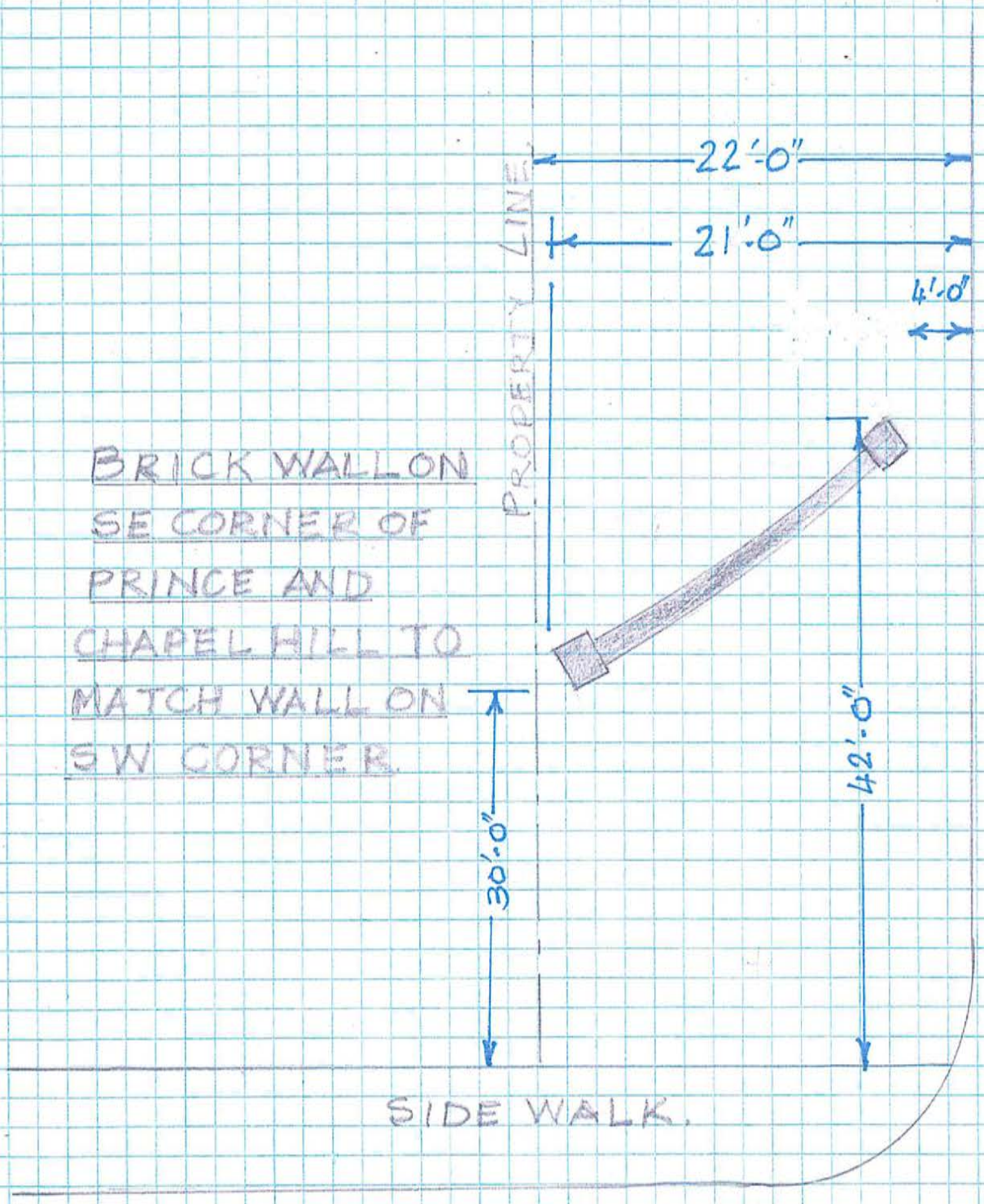
In support of our planning permission request for a small wall on the south east corner of Prince and Chapel Hill Dr, please be advised that the Chapel Hill POA will be responsible for all maintenance and other costs involved with the wall.

Sincerely,



John R. Humphreys  
President of Chapel Hill POA

CHAPEL HILL DRIVE



BRICK WALL ON  
SE CORNER OF  
PRINCE AND  
CHAPEL HILL TO  
MATCH WALL ON  
SW CORNER.

SIDE WALK.

PRINCE STREET.

**From:** Dale Gottsponer <[Dale.Gottsponer@conwaycorp.com](mailto:Dale.Gottsponer@conwaycorp.com)>  
**Subject:** Chapel Hill Wall  
**Date:** April 18, 2016 at 4:02:51 PM CDT  
**To:** "Bryan.Patrick@cityofconway.org" <[Bryan.Patrick@cityofconway.org](mailto:Bryan.Patrick@cityofconway.org)>  
**Cc:** Greg Dell <[Greg.Dell@conwaycorp.com](mailto:Greg.Dell@conwaycorp.com)>, Tony Van Pelt <[tony.vanpelt@conwaycorp.com](mailto:tony.vanpelt@conwaycorp.com)>, Brett McDaniel <[brett.mcdaniel@conwaycorp.com](mailto:brett.mcdaniel@conwaycorp.com)>

Bryan,

This project lies across a water line but does not appear to conflict with any surface or at – grade infrastructure, excluding consideration of a deep footer. Looks like it is okay. They just need to call AR One Call before they dig.

Thanks,

Dale Gottsponer, PE | Electric Systems Senior Engineer

---

Conway Corporation  
800 South Harkrider  
Conway, AR 72032  
p. 501.450.6049  
c. 501.472.6493  
f. 501.328.3070

[www.conwaycorp.com](http://www.conwaycorp.com)

[www.facebook.com/ConwayCorp](http://www.facebook.com/ConwayCorp)  
[www.twitter.com/ConwayCorp](http://www.twitter.com/ConwayCorp)

NEIGHBOR'S  
APPROVAL

PROPERTY LINE

BRICK WALL ON  
SE CORNER OF  
PRINCE AND  
CHAPEL HILL TO  
MATCH WALL ON  
SW CORNER

30'-0"

42'-0"

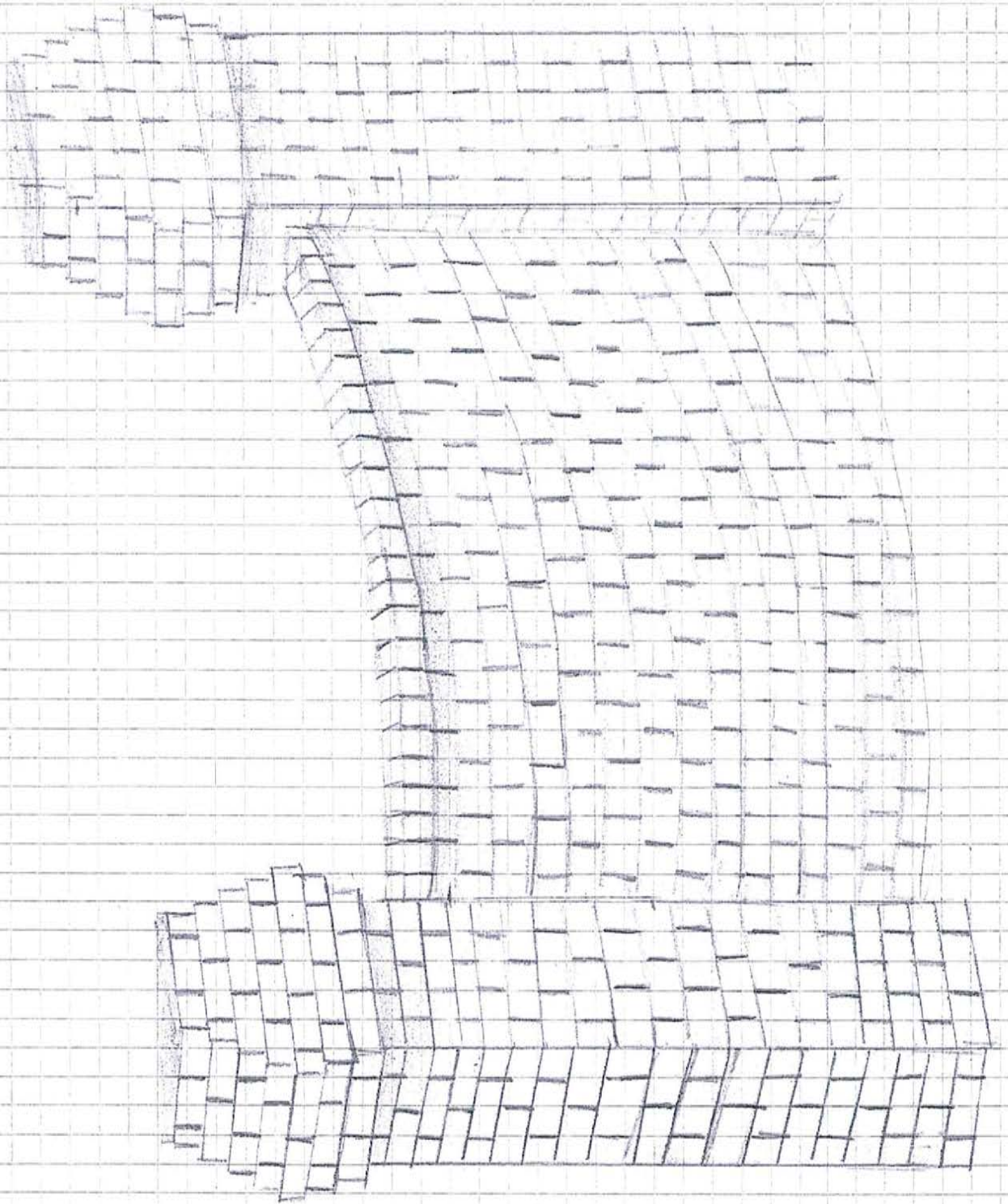
SIDE WALK

CHAPEL HILL DRIVE

Subject to Property line  
Told B

PRINCE STREET

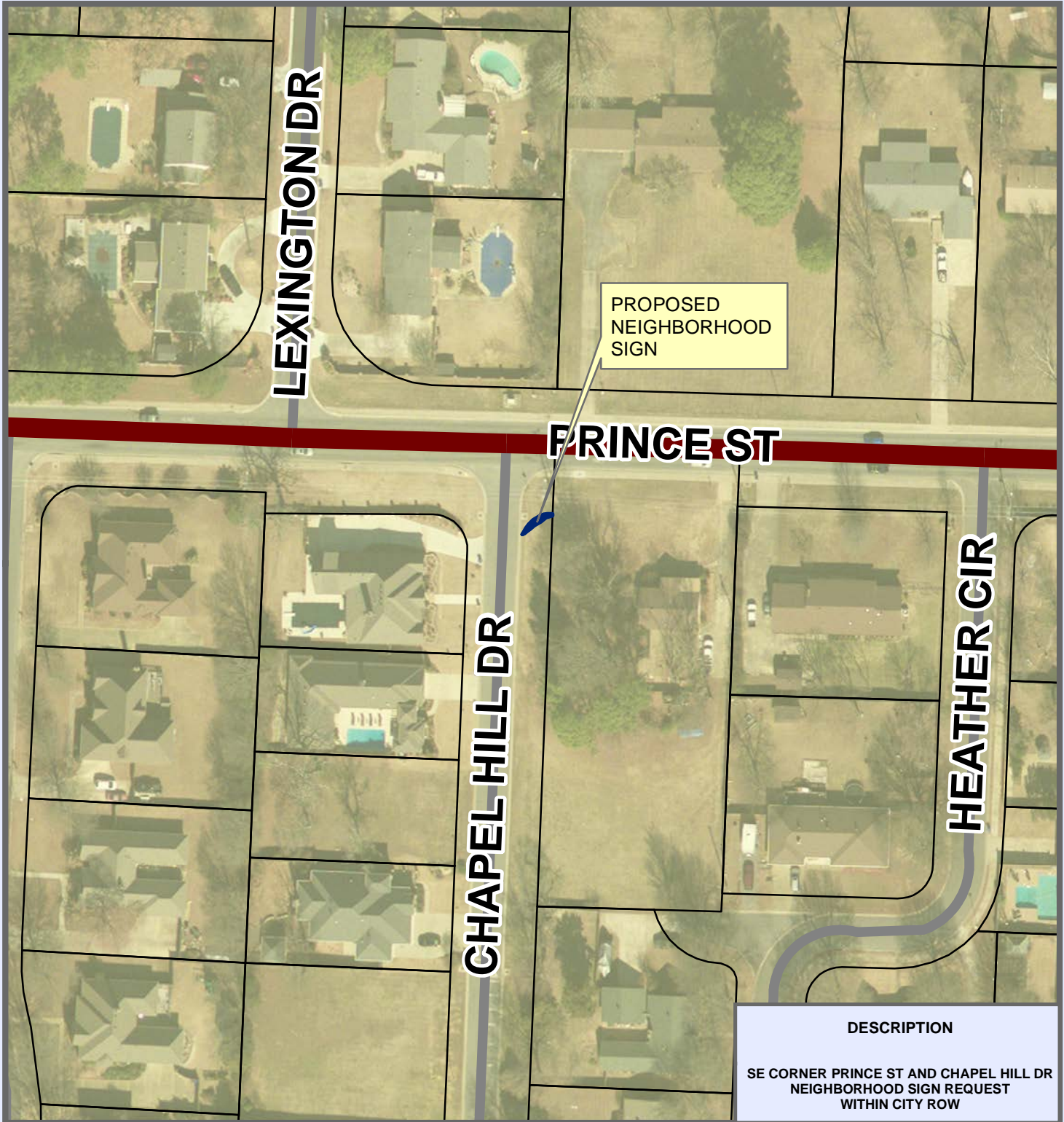






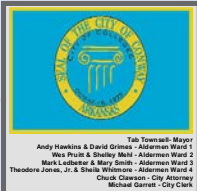
# CITY OF CONWAY

## CHAPEL HILL SUBDIVISION -- NEIGHBORHOOD SIGN IN ROW

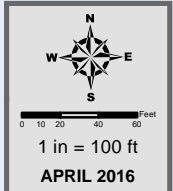


**DESCRIPTION**

**SE CORNER PRINCE ST AND CHAPEL HILL DR  
NEIGHBORHOOD SIGN REQUEST  
WITHIN CITY ROW**

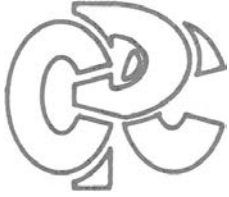


<ul style="list-style-type: none"> <li><span style="color: red;">—</span> INTERSTATE</li> <li><span style="color: blue;">—</span> MAJOR ARTERIAL</li> <li><span style="color: orange;">—</span> MINOR ARTERIAL</li> <li><span style="color: grey;">—</span> COLLECTOR</li> <li><span style="color: lightgrey;">—</span> RESIDENTIAL</li> <li><span style="color: black;">- - -</span> PRIVATE ROAD</li> <li><span style="color: green;">—</span> INTERSTATE RAMP</li> <li><span style="color: green;">+</span> RAILROADS</li> </ul>	<ul style="list-style-type: none"> <li><span style="color: black;">—</span> LOT LINE</li> <li><span style="color: blue;">~</span> STREAMS</li> <li><span style="color: blue;">~</span> LAKES &amp; PONDS</li> <li><span style="border: 1px solid red; display: inline-block; width: 10px; height: 10px;"></span> CITY LIMITS</li> </ul>	<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> <b>Residential</b>                  R-1 R-2A R-2 R HR SR             </td> <td style="width: 33%; vertical-align: top;"> <b>Industrial</b>                  MF-1 MF-2 MF-3 RMH             </td> <td style="width: 33%; vertical-align: top;"> <b>Commercial</b>                  C-1 C-2 C-3 C-4             </td> </tr> <tr> <td style="width: 33%; vertical-align: top;"> <b>Office</b>                  O-1 O-2 O-3             </td> <td style="width: 33%; vertical-align: top;"> <b>Industrial</b>                  I-1 RU-1 I-3             </td> <td style="width: 33%; vertical-align: top;"> <b>Special</b>                  SP S-1 A-1 PUB             </td> </tr> </table>	<b>Residential</b> R-1 R-2A R-2 R HR SR	<b>Industrial</b> MF-1 MF-2 MF-3 RMH	<b>Commercial</b> C-1 C-2 C-3 C-4	<b>Office</b> O-1 O-2 O-3	<b>Industrial</b> I-1 RU-1 I-3	<b>Special</b> SP S-1 A-1 PUB
<b>Residential</b> R-1 R-2A R-2 R HR SR	<b>Industrial</b> MF-1 MF-2 MF-3 RMH	<b>Commercial</b> C-1 C-2 C-3 C-4						
<b>Office</b> O-1 O-2 O-3	<b>Industrial</b> I-1 RU-1 I-3	<b>Special</b> SP S-1 A-1 PUB						



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

**CONTACT INFORMATION**  
 LANDMARK GIS WEBSITE:  
[gis.cityofconway.org](http://gis.cityofconway.org) (UNDER DEVELOPMENT)  
 E-MAIL: Jason.Lyon@CityOfConway.org

**CONWAY PLANNING COMMISSION**

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

**MEMO**

**To: Mayor Tab Townsell**  
**CC: City Council Members**

**From: Mark Lewis, 2016 Planning Commission Chairman**  
**Date: April 19, 2016**

**Re: Building Moving Permit request to move a 1,744 sf single-family residence from  
43 Mill Pond Rd to 259 Mill Pond Rd**

---

A request for a Building Moving Permit to move a 1,744 sf single-family residence from 43 Mill Pond Road to 259 Mill Pond Road with the legal description:

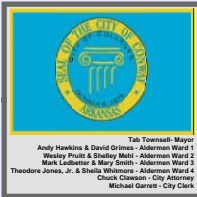
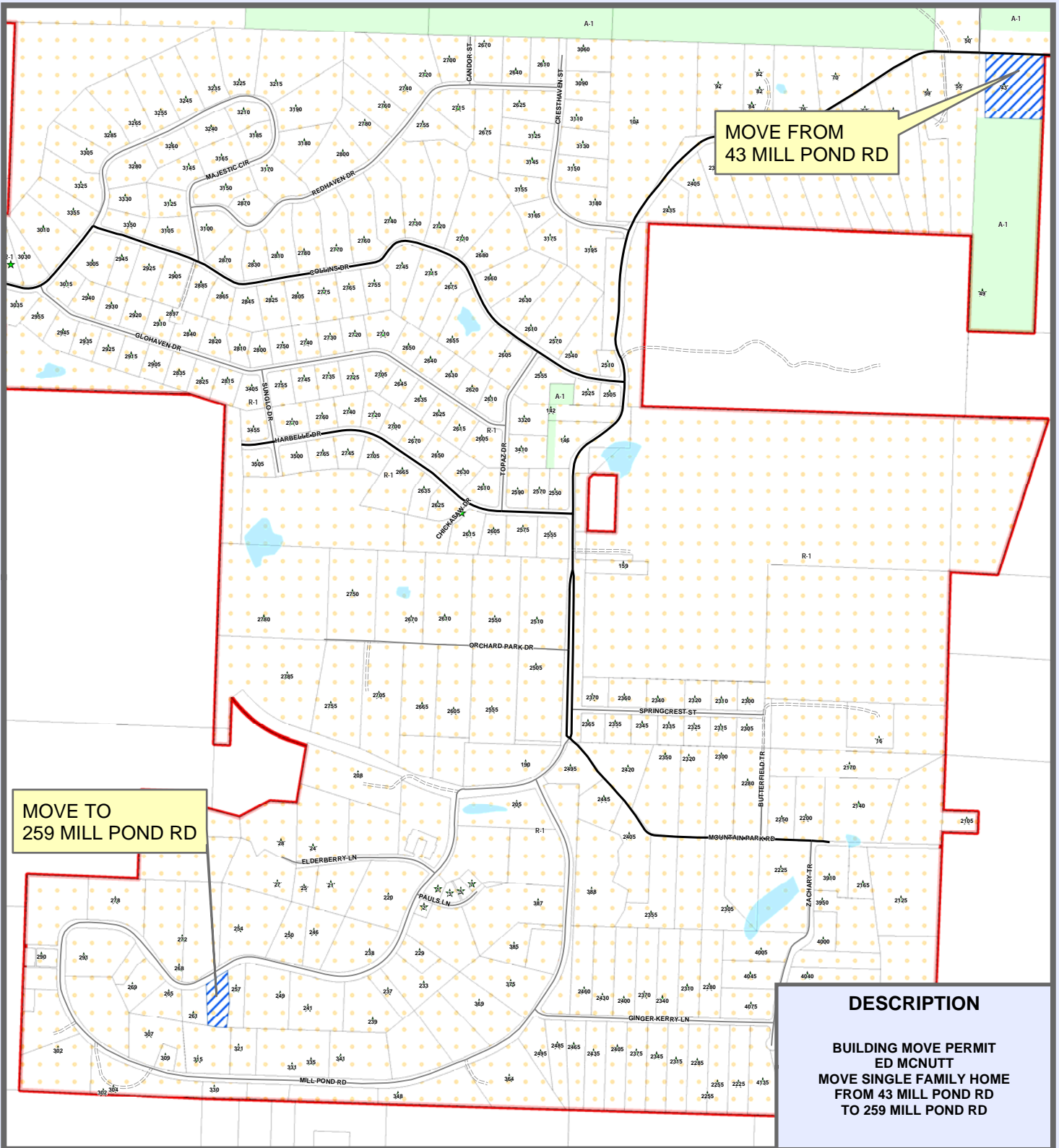
[259 Mill Pond Road] Lot 42B Round Mtn Sub Lot 42 Replat Water District #11

was reviewed by the Planning Commission at its regular meeting on April 18 2016. The Planning Commission voted 9-0 that this request be forwarded to the City Council with a recommendation for approval.

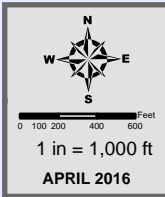
Please advise if you have any questions.

# CITY OF CONWAY

## MCNUTT -- BUILDING MOVE PERMIT



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



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

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



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

**AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 4620 PRINCE STREET FROM A-1 TO O-2:**

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

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

A part of the NW 1/4 of the SW 1/4 of Section 9, T-5-N, R-14-W, more definitely described as follows: beginning at a point 699.5 feet North of the Southwest corner of said forty and running; thence east 815.7 feet to the center of Highway 60; thence North 29°45' East along the center of said Highway, a distance of 243.7 feet; thence West 936.4 feet to the West line of said forty; thence South 211.2 feet to the point of beginning, containing four (4) acres more or less.

to those of **O-2**, and a corresponding use district is hereby established in the area above described and said property is hereby rezoned.

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

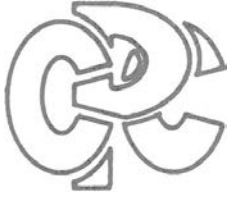
**PASSED** this 26<sup>th</sup> day of April, 2016.

**Approved:**

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

**Attest:**

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



# CONWAY PLANNING COMMISSION

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

## MEMO

**To: Mayor Tab Townsell**  
**CC: City Council Members**

**From: Mark Lewis, 2016 Planning Commission Chairman**  
**Date: April 19, 2016**

**Re: Request to rezone property located at 4620 Prince Street from A-1 to O-2**

---

A request to rezone property located at 4620 Prince Street from A-1 (Agricultural) to O-2 (Quiet Office) with the legal description:

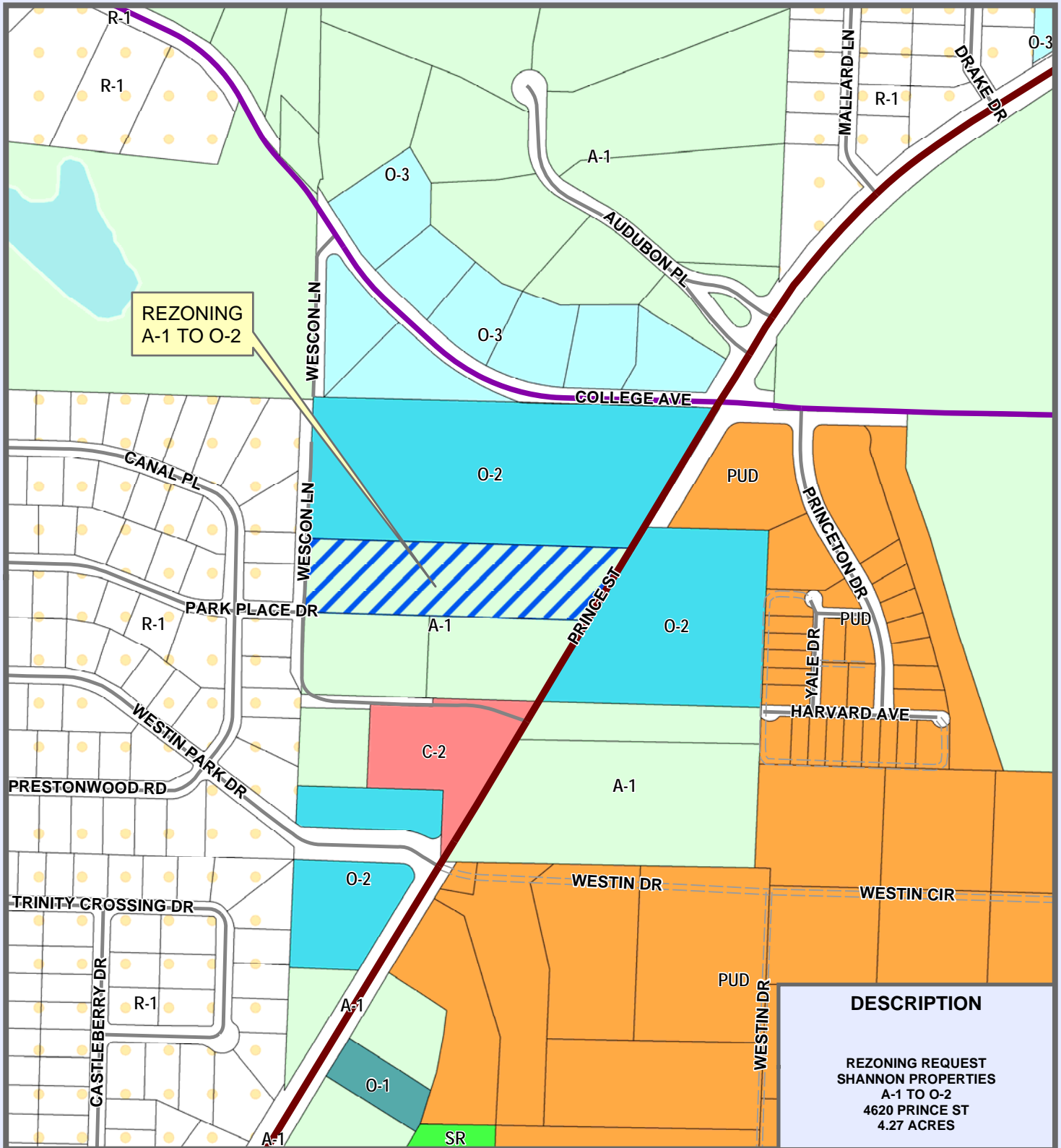
A part of the NW 1/4 of the SW 1/4 of Section 9, T-5-N, R-14-W, more definitely described as follows: beginning at a point 699.5 feet North of the Southwest corner of said forty and running; thence east 815.7 feet to the center of Highway 60; thence North 29°45' East along the center of said Highway, a distance of 243.7 feet; thence West 936.4 feet to the West line of said forty; thence South 211.2 feet to the point of beginning, containing four (4) acres more or less.

was reviewed by the Planning Commission at its regular meeting on April 18, 2016. The Planning Commission voted 9-0 that this request be forwarded to the City Council with a recommendation for approval.

Please advise if you have any questions.

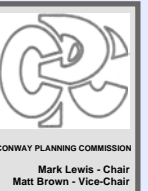
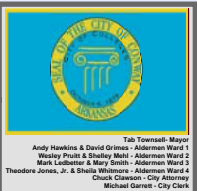
# CITY OF CONWAY

## SHANNON PROPERTIES -- REZONING



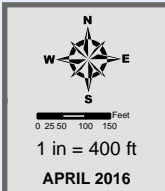
### DESCRIPTION

**REZONING REQUEST  
SHANNON PROPERTIES  
A-1 TO O-2  
4620 PRINCE ST  
4.27 ACRES**



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

Industrial	Special
I-1	SP
RU-1	S-1
I-3	A-1
	O-1
	O-2
	O-3
	PUD
	TJ



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

CONTACT INFORMATION  
WWW.CONWAYPLANNING.ORG/SIS  
E-MAIL: Jason.Lyon@CityofC-Conway.org

Printing Date: 4/25/2016  
File: C:\GIS\Mapa\Planning Commission\2016\4APR\SHANNON\_REZONE.mxd  
Created By: jlyon





**City of Conway, Arkansas  
Resolution No. R-16-\_\_\_\_\_**

**A RESOLUTION INSTRUCTING THE CITY ATTORNEY TO FILE SUIT ON A DELINQUENT INVOICE  
FOR THE PARKS & RECREATION DEPARTMENT; AND FOR OTHER PURPOSES**

**Whereas**, the Parks & Recreation Department has attempted without success to collect upon a delinquent invoice for amounts owed the City by Rodney Gillespie and Gillespie Boxing, Inc., for reservation of the Expo Center;

**Whereas**, the City Attorney has informed the City Council that legal action may be taken to collect upon that delinquent invoice.

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

**Section 1.** The City Attorney is instructed to file suit in the appropriate Court against Rodney Gillespie and Gillespie Boxing, Inc., for the recovery of amounts owed by them to the City for reservation of the Conway Expo Center.

**PASSED** this 26<sup>th</sup> day of April, 2016.

**Approved:**

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

**Attest:**

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

CONTRACT OF SALE

City of Conway, Arkansas, hereinafter referred to as Buyer, hereby offers to purchase from Alphonse M. Hiegel, as Trustee of the Alphonse M. Hiegel Revocable Trust, hereinafter referred to as Seller, who agrees to sell certain lands in the City of Conway, Arkansas, described as follows:

The W  $\frac{1}{2}$  NE  $\frac{1}{4}$  of Section 24, Township 5 North, Range 14 West, including Lots 2 and 3 Favre Subdivision as shown on plat of record in Faulkner County Plat Book J, Page 379, records of Faulkner County, Arkansas;

LESS AND EXCEPT: A parcel of land described as beginning at the southeast corner of said W  $\frac{1}{2}$  NE  $\frac{1}{4}$ , and run thence west 660 feet; thence North 0 degree 32 minutes 15 seconds East 514.8 feet; thence east 660 feet to the east line of said W  $\frac{1}{2}$  NE  $\frac{1}{4}$ ; thence South 0 degree 32 minutes 15 seconds West 514.8 feet to the point of beginning of said exception, containing 7.80 acres, more or less;

ALSO LESS AND EXCEPT: Part of the SW  $\frac{1}{4}$  NE  $\frac{1}{4}$ , Section 24, Township 5 North, Range 14 West, Faulkner County, Arkansas, described as beginning at a point 660 feet West of the Southeast corner of said SW  $\frac{1}{4}$  NE  $\frac{1}{4}$ ; thence continue West 75.0 feet; thence North 0 degree 32 minutes 15 seconds East parallel with the East line of said SW  $\frac{1}{4}$  NE  $\frac{1}{4}$ , 514.8 feet; thence East 75.0 feet; thence South 0 degree 32 minutes 15 seconds West, 514.8 feet to the point of beginning. The South 25 feet of this tract is reserved for use as a public road. This exception containing .94 acres, more or less;

ALSO LESS AND EXCEPT: Lot 1 Favre Subdivision as shown on plat of record in Faulkner County Plat Book J, Page 379, records of Faulkner County, Arkansas, containing 2 acres more or less,

and leaving in the aggregate 67.77 acres, more or less, being conveyed, upon the following terms and conditions:

1. PURCHASE PRICE. The purchase price shall be Eight Hundred Twenty-Five Thousand Nine Hundred Ninety-Nine (\$825,999) Dollars, based upon a price of \$12,188.28 per acre, and shall be paid by Buyer in cash or collected funds at closing.

2. TITLE INSURANCE AND CLOSING. On or before fifteen (15) business days of the date of execution of this agreement (which shall be the later date signed by the parties), Seller shall furnish Buyer with an owner's title commitment in the amount of the purchase price insuring Buyer, issued in standard ALTA form, and showing marketable title to the properties vested in Seller. Should Buyer require mortgagee title insurance coverage, Seller and Buyer shall share equally the cost of the combination coverage.

Buyer shall have fifteen (15) days from receipt of the title commitment to object to any exceptions noted on the commitment. If Buyer does not object to any exceptions within that time frame, Buyer shall be deemed to have accepted the condition of title and waived any objection. If Buyer timely gives Seller notice of any objections to the title, Seller shall have fifteen (15) days to satisfy Buyer's objections. If Seller is unable or chooses not to satisfy any such objections, then Buyer may terminate this agreement.

All other closing costs, including without limitation documentary stamps, if any, contract and document preparation, and closing fees shall be shared equally by the parties, provided that each party shall be responsible for its own attorney fees, and further provided that Buyer shall be responsible for all costs incurred in connection with its financing, if any.

Taxes and special assessments, if any, for prior years shall be paid by Seller at closing and current taxes shall be prorated as of closing. The monthly rents shall be prorated as of closing as well. Seller shall convey the properties to Buyer, or as directed by Buyer, by special warranty deed, subject to all recorded restrictions or easements, if any, which do not materially affect the value of the property.

3. CLOSING DATE. The closing date shall be on or before the thirtieth day following the execution of this agreement.

4. CONTINGENCY. Buyer's obligation herein is subject to approval by the City Council for the City of Conway, Arkansas.

5. DEFAULT. In the event either party should default in the terms of this agreement, the aggrieved party shall have all remedies available under applicable law, and shall be entitled to its attorney fees and court costs incurred in enforcing this agreement.

6. MISCELLANEOUS. It is expressly understood and agreed that the terms, conditions, requirements and obligations of this contract, to the extent not fully completed and executed by closing, and to the extent ongoing action or performance is required or contemplated, shall survive the closing and remain in full force and effect following the closing of the sale. This contract contains the entire agreement between Seller and Buyer, and there are no other terms, conditions, promises, understandings, statements, or representations, express or implied, concerning the sale contemplated herein other than those set forth in this contract. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This agreement has been freely negotiated by the parties. In any controversy, dispute, or contest over the meaning, interpretation, validity or enforceability of this contract or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this document or any portion thereof. Time is of the essence in the performance of the terms of this agreement.

EXECUTED this \_\_\_\_ day of March, 2016.

City of Conway, Arkansas

By \_\_\_\_\_  
Tab Townsell  
Mayor

ATTEST:

\_\_\_\_\_  
Michael O. Garrett  
(MOG)  
City Clerk

BUYER

EXECUTED this \_\_\_\_ day of March, 2016

*Alphonse M. Hiegel*  
\_\_\_\_\_  
Alphonse M. Hiegel  
as Trustee of the Alphonse M.  
Hiegel Revocable Trust

SELLER

ORIGINAL OFFER

CONTRACT OF SALE

City of Conway, Arkansas, hereinafter referred to as Buyer, hereby offers to purchase from Joyner Family Farm, LLC, hereinafter referred to as Seller, who agrees to sell certain lands in the City of Conway, Arkansas, described as follows:

Being a part of the E  $\frac{1}{2}$  NW  $\frac{1}{4}$  of Section 24, Township 5 North, Range 14 West, Faulkner County, Arkansas; more particularly described as beginning at the NW corner of said E  $\frac{1}{2}$  NW  $\frac{1}{4}$ ; thence along the North line of said E  $\frac{1}{2}$  NW  $\frac{1}{4}$  North 89 degrees 45 minutes 14 seconds East 1281.36 feet to the NE corner of said E  $\frac{1}{2}$  NW  $\frac{1}{4}$ ; thence along the East line of said E  $\frac{1}{2}$  NW  $\frac{1}{4}$  South 00 degrees 23 minutes 55 seconds West 1674.96 feet; thence leaving said East line North 70 degrees 24 minutes 50 seconds West 71.57 feet; thence North 16 degrees 42 minutes 35 seconds West 812.37 feet; thence North 65 degrees 29 minutes 51 seconds West 300.97 feet; thence North 22 degrees 39 minutes 04 seconds West 293.72 feet; thence North 49 degrees 38 minutes 44 seconds West 156.92 feet; thence North 71 degrees 04 minutes 38 seconds West 648.14 feet to the West line of said E  $\frac{1}{2}$  NW  $\frac{1}{4}$ ; thence along said West line North 00 degree 38 minutes 50 seconds East 638.58 feet to the point of beginning, containing 29.73 acres more or less,

upon the following terms and conditions:

1. PURCHASE PRICE. The purchase price shall be Two Hundred Ninety-Three Thousand Three Hundred (\$297,300) Dollars, based upon a price of \$10,000 per acre, and shall be paid by Buyer in cash or collected funds at closing.

2. TITLE INSURANCE AND CLOSING. On or before fifteen (15) business days of the date of execution of this agreement (which shall be the later date signed by the parties), Seller shall furnish Buyer with an owner's title commitment in the amount of the purchase price insuring Buyer, issued in standard ALTA form, and showing marketable title to the properties vested in Seller. Should Buyer

require mortgagee title insurance coverage, Seller and Buyer shall share equally the cost of the combination coverage.

Buyer shall have fifteen (15) days from receipt of the title commitment to object to any exceptions noted on the commitment. If Buyer does not object to any exceptions within that time frame, Buyer shall be deemed to have accepted the condition of title and waived any objection. If Buyer timely gives Seller notice of any objections to the title, Seller shall have fifteen (15) days to satisfy Buyer's objections. If Seller is unable or chooses not to satisfy any such objections, then Buyer may terminate this agreement.

All other closing costs, including without limitation documentary stamps, if any, contract and document preparation, and closing fees shall be shared equally by the parties, provided that each party shall be responsible for its own attorney fees, and further provided that Buyer shall be responsible for all costs incurred in connection with its financing, if any.

Taxes and special assessments, if any, for prior years shall be paid by Seller at closing and current taxes shall be prorated as of closing. The monthly rents shall be prorated as of closing as well. Seller shall convey the properties to Buyer, or as directed by Buyer, by special warranty deed, subject to all recorded restrictions or easements, if any, which do not materially affect the value of the property.

3. CLOSING DATE. The closing date shall be on or before the thirtieth day following the execution of this agreement.

4. CONTINGENCY. Buyer's obligation herein is subject to approval by the City Council for the City of Conway, Arkansas.

5. DEFAULT. In the event either party should default in the terms of this agreement, the aggrieved party shall have all remedies available under applicable law, and shall be entitled to its attorney fees and court costs incurred in enforcing this agreement.

6. MISCELLANEOUS. It is expressly understood and agreed that the terms, conditions, requirements and

obligations of this contract, to the extent not fully completed and executed by closing, and to the extent ongoing action or performance is required or contemplated, shall survive the closing and remain in full force and effect following the closing of the sale. This contract contains the entire agreement between Seller and Buyer, and there are no other terms, conditions, promises, understandings, statements, or representations, express or implied, concerning the sale contemplated herein other than those set forth in this contract. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This agreement has been freely negotiated by the parties. In any controversy, dispute, or contest over the meaning, interpretation, validity or enforceability of this contract or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this document or any portion thereof. Time is of the essence in the performance of the terms of this agreement.

EXECUTED this \_\_\_\_ day of March, 2016.

City of Conway, Arkansas

By \_\_\_\_\_

Tab Townsell  
Mayor

ATTEST:

\_\_\_\_\_  
Michael O. Garrett,  
(MOG)  
City Clerk

BUYER

EXECUTED this \_\_\_\_ day of March, 2016

JOYNER FAMILY FARM, LLC

By \_\_\_\_\_

*Bruce Joyner*  
Authorized Representative

SELLER



**AN OPINION OF VALUE WITH A SCOPE OF WORK  
& AN APPRAISAL REPORT**



**OF**

**67.77 ACRES M/L  
1305 SOUTH GERMAN LANE  
CONWAY, AR 72032**

**PREPARED FOR**

**ESTATE OF CAROLINE FAVRE  
% AL HIEGEL, ADMINISTRATOR  
2 EIGHTH STREET  
CONWAY, AR 72032**

**AS OF**

**OCTOBER 14, 2015**

**BY**

**Wayne Coats CG0168**

**COATS APPRAISAL SERVICE, INC.  
394 HIGHWAY 65 NORTH  
CONWAY, ARKANSAS 72032  
PHONE 327-7301**

October 14, 2015

Al Hiegel, Administrator  
Caroline, Favre Trustee of Revocable Trust  
2 Eighth Street  
Conway, AR 72032

Re: An Opinion of value of 67.77 Acres more or less at 1305 South German Land located in Section 24, Township 5 North, Range 14 West Faulkner County, Arkansas.

I have visited the site, researched the market and appraised property located at the above location in Faulkner County. The **purpose** of the appraisal is to develop an opinion as to the current market value of the land at its highest and best use, as of the date of this report. It is assumed that title is held in Fee Simple. The last date October 14, 2015 and it is my understanding that Mrs. Favre passed away in January of 2015. The **function and intended use** of the report is for an estate decision. The scope of work has been designed to meet the needs of the client. The client is the estate of Caroline Favre and the administrator is Mr. Hiegel. The land is located on the west side of South German Lane and on the north side of Favre Lane. All the land is zoned A-1 and there is a dwelling on the site and I was not able to get into the dwelling on the date of this report. Mr. Hiegel reported that the dwelling is a 3 bedrooms with 1.5 baths and the courthouse records show the size to be 1,800 SF with a two car carport and other buildings near the dwelling that have no value. The home was built in 1995 after the tornado and is a 20 year old frame home built on crawl space. The contributory value of the home is used in this land appraisal. The land is located within the Conway Corporate Limits. There is also a city sewer line easement on the property.

The report that follows includes a discussion of value, the approach to value used, my analysis, a discussion of the factors considered, and pertinent data are included in the enclosed report and my files, the report has sufficient information as to not confuse the reader of the report. This is an opinion of value presented in an appraisal report with a Scope of Work and the scope is described in the report. This is a current market value opinion of the land is based upon the highest and best use of the properties, the value stated in the report is fee simple surface rights with no value given to any mineral rights or royalty with Stone Dam Creek and one other creek and a large highline electrical easement that is 100 feet in width running diagonally across the south part of this site and there is some land in the flood zone area.

Based on my property visit and the research, it is my opinion that the Current Market Value subject to a survey, as of October 14, 2015. The opinion of value of this land and the dwelling is \$826,000.

**EIGHT HUNDRED TWENTY SIX THOUSAND DOLLARS**  
**\$826,000 (\$12,188.28) Per Acre**

The estimate of value is subject to the Certification and Limitations that are a part of the Appraisal Report. If you have any questions regarding this appraisal report, please call me. Thank you for giving me the opportunity to provide this service to you.

The date of the Value is October 14, 2015 and the date of this report is October 16, 2015.

Letter of Transmittal Continued:

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Respectfully Submitted

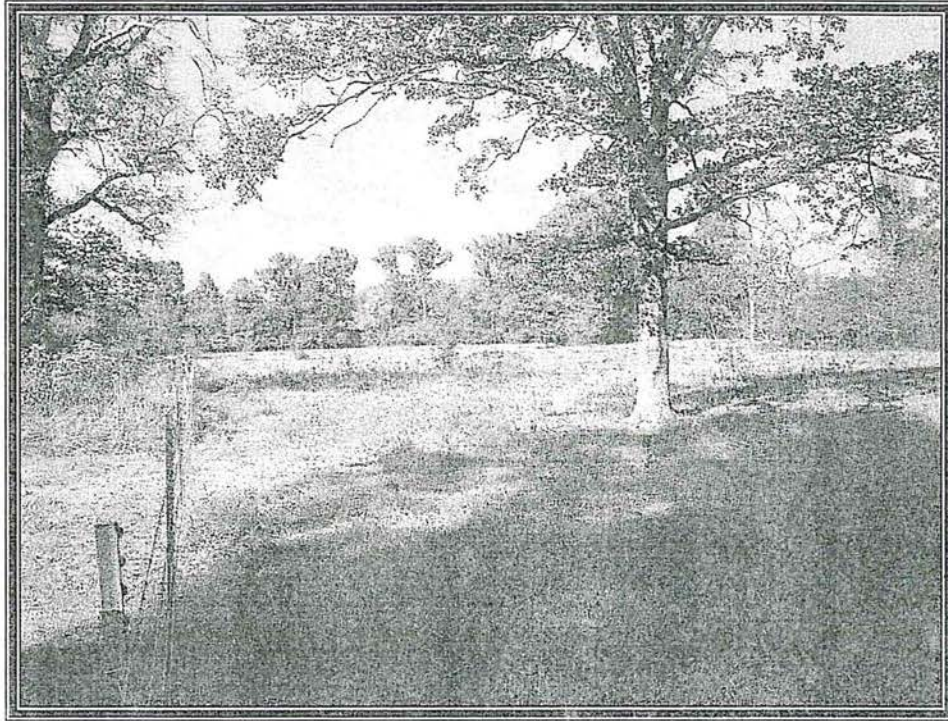


October 16, 2015

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Wayne Coats CG0168  
Coats Appraisal Service, Inc.  
394 Highway 65 North  
Conway, AR. 72032

**OPINION OF VALUE WITH A SCOPE OF WORK  
& A SUMMARY REPORT**



**OF  
8.76 ACRES OF VACANT LAND  
CITY OF CONWAY  
FAULKNER COUNTY, ARKANSAS**

**AN OPINION OF VALUE WITH A SCOPE OF WORK  
& SUMMARY REPORT**

**AS OF**

**NOVEMBER 2, 2007**

**PREPARED  
FOR**

**MARK ELSINGER  
CITY OF CONWAY  
1201 OAK STREET  
CONWAY, AR 72034**

**PREPARED BY**

**Wayne Coats CG0168  
COATS APPRAISAL SERVICE, INC.  
394 HIGHWAY 65 NORTH  
CONWAY, AR 72032**

Coats Appraisal Service, Inc.

November 2, 2007

Mark Elsinger  
City of Conway  
1201 Oak Street  
Conway, AR 72034

RE: A tract of land in the South Part of the City of Conway, The Joyner Trust, Off South German Lane in Section 24, Twp 5N, R14W. The subject tract consists of all of the land south of Stone Dam Creek.

Mr. Elsinger:

As you have requested: I have conducted the required investigation, gathered the necessary data and have made certain analyses that have enabled me to form my opinion of the current "Market Value" of the fee simple estate interest in the real property that is the subject of this report. The following report contains the legal description of the property as well as data gathered during my investigation and a detailed presentation of the methods of appraisal used in arriving at the final opinion of the value. The intended use of the report is for estate purposes, the intended user is the client shown in the report. The date of the property visit was November 2, 2007 and the date of the report is November 2, 2007. I have use a computer program to develop the size of the property, it is not a survey but an estimate and the value is subject to a survey to support this size of the tract of land, it is my opinion that the size as shown by the enclosed drawing is very close to the acreage size.

This report has been prepared, to the best of my knowledge and ability, in conforming to the most recent USPAP guidelines for the Uniform Standards. For the purpose of this assignment, "the client" is The City of Conway, Conway, AR and the current use of the property is vacant. The site does have some land in the 100-year flood zone and some land in the floodway according to the survey. The plat shows that most all of the land is situated within the flood zone and floodway.

Certain assumptions underlie these analyses and certain conditions limit the use of this report and/or data contained herein. Your attention is directed to the "Limiting Conditions and Assumptions" section of this report for a detailed listing and explanation. The Limiting Conditions are incorporated herein for all purposes.

I hereby certify that I have made a thorough review of the real property and that all data gathered during my research is believed to be reliable. I further certify that I have no present or contemplated interest in the property concerned and that the fee for providing this report is in no way dependent or contingent upon the value conclusion. This letter of transmittal must remain attached to the report, which contains a number of pages plus the related addendum or exhibits, in order for the value opinion set forth to be considered valid and to be understood by the client.

Based upon my visit to the property and the research and analyses undertaken, it is my opinion that the opinion as to the "market value" of the fee simple interest in the real property described in the report as of November 2, 2007 is: \$105,000 using an extraordinary assumption that there is 8.76 acres in the tract of land.

Letter of Transmittal Continued:

**ONE HUNDRED AND FIVE THOUSAND DOLLARS**  
**\$105,000**

Respectfully Submitted:



Wayne Coats CG0168

Coats Appraisal Service, Inc.



The client is the city of Conway and the report is a summary report and the appraiser is not responsible for other unintended users utilizing the data in this report. The client is using this report for a possible purchase of the asset and the data collected to enable the appraiser to develop this opinion was sales of land with the same amenities pertaining to the flood zone and flood way and any adjustments needed for location and size is shown in the sales grid. The sales comparison is the only approach to value used in this opinion of value and the depreciated cost approach and the income approach are not included in the scope of work for this assignment.

CONTRACT OF SALE

City of Conway, Arkansas, hereinafter referred to as Buyer, hereby offers to purchase from Joyner Family Farm, LLC, hereinafter referred to as Seller, who agrees to sell certain lands in the City of Conway, Arkansas, described as follows:

Being a part of the E  $\frac{1}{2}$  NW  $\frac{1}{4}$  of Section 24, Township 5 North, Range 14 West, Faulkner County, Arkansas; more particularly described as beginning at the NW corner of said E  $\frac{1}{2}$  NW  $\frac{1}{4}$ ; thence along the North line of said E  $\frac{1}{2}$  NW  $\frac{1}{4}$  North 89 degrees 45 minutes 14 seconds East 1281.36 feet to the NE corner of said E  $\frac{1}{2}$  NW  $\frac{1}{4}$ ; thence along the East line of said E  $\frac{1}{2}$  NW  $\frac{1}{4}$  South 00 degrees 23 minutes 55 seconds West 1674.96 feet; thence leaving said East line North 70 degrees 24 minutes 50 seconds West 71.57 feet; thence North 16 degrees 42 minutes 35 seconds West 312.37 feet; thence North 65 degrees 29 minutes 34 seconds West 300.97 feet; thence North 22 degrees 39 minutes 04 seconds West 293.72 feet; thence North 49 degrees 38 minutes 44 seconds West 156.92 feet; thence North 71 degrees 04 minutes 38 seconds West 648.14 feet to the West line of said E  $\frac{1}{2}$  NW  $\frac{1}{4}$ ; thence along said West line North 00 degrees 38 minutes 50 seconds East 638.58 feet to the point of beginning, containing 29.73 acres, more or less,

upon the following terms and conditions:

1. **PURCHASE PRICE.** The purchase price shall be Two Hundred SIXTY SEVEN Thousand FIVE Hundred SEVENTY DOLLARS (\$267,570) Dollars, based upon a price of \$9,000 per acre, and shall be paid by Buyer in cash or collected funds at closing.

2. **TITLE INSURANCE AND CLOSING.** On or before fifteen (15) business days of the date of execution of this agreement (which shall be the later date signed by the parties), Seller shall furnish Buyer with an owner's title commitment in the amount of the purchase price insuring Buyer, issued in standard ALTA form, and showing marketable title to the properties vested in Seller. Should Buyer

require mortgagee title insurance coverage, Seller and Buyer shall share equally the cost of the combination coverage.

Buyer shall have fifteen (15) days from receipt of the title commitment to object to any exceptions noted on the commitment. If Buyer does not object to any exceptions within that time frame, Buyer shall be deemed to have accepted the condition of title and waived any objection. If Buyer timely gives Seller notice of any objections to the title, Seller shall have fifteen (15) days to satisfy Buyer's objections. If Seller is unable or chooses not to satisfy any such objections, then Buyer may terminate this agreement.

All other closing costs, including without limitation documentary stamps, if any, contract and document preparation, and closing fees shall be shared equally by the parties, provided that each party shall be responsible for its own attorney fees, and further provided that Buyer shall be responsible for all costs incurred in connection with its financing, if any.

Taxes and special assessments, if any, for prior years shall be paid by Seller at closing and current taxes shall be prorated as of closing. The monthly rents shall be prorated as of closing as well. Seller shall convey the properties to Buyer as directed by Buyer, by special warranty deed, subject to all recorded restrictions or easements, if any, which do not materially affect the value of the property.

3. CLOSING DATE. The closing date shall be on or before the thirtieth day following the execution of this agreement.

4. CONTINGENCY. Buyer's obligation herein is subject to approval by the City Council for the City of Conway, Arkansas.

5. DEFAULT. In the event either party should default in the terms of this agreement, the aggrieved party shall have all remedies available under applicable law, and shall be entitled to its attorney fees and court costs incurred in enforcing this agreement.

6. MISCELLANEOUS. It is expressly understood and agreed that the terms, conditions, requirements and



obligations of this contract, to the extent not fully completed and executed by closing, and to the extent ongoing action or performance is required or contemplated, shall survive the closing and remain in full force and effect following the closing of the sale. This contract contains the entire agreement between Seller and Buyer, and there are no other terms, conditions, promises, understandings, statements, or representations, express or implied, concerning the sale contemplated herein other than those set forth in this contract. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This agreement has been freely negotiated by the parties. In any controversy, dispute, or contest over the meaning, interpretation, validity or enforceability of this contract or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this document or any portion thereof. Time is of the essence in the performance of the terms of this agreement.

Offer is good for 48 hours; and will expire on Friday, April 15<sup>th</sup>, 2016 @ 12pm

EXECUTED this \_\_\_\_\_ day of April, 2016.

City of Conway, Arkansas

By \_\_\_\_\_

Tab Townsell  
Mayor

ATTEST:

\_\_\_\_\_

Michael Garrett  
City Clerk

BUYER

EXECUTED this \_\_\_\_\_ day of April, 2016

Joyner Family Farm, LLC

By: \_\_\_\_\_

Authorize Representative

SELLER

CONTRACT OF SALE

City of Conway, Arkansas, hereinafter referred to as Buyer, hereby offers to purchase from Alphonse M. Hiegel, as Trustee of the Alphonse M. Hiegel Revocable Trust, hereinafter referred to as Seller, who agrees to sell certain lands in the City of Conway, Arkansas, described as follows:

The W  $\frac{1}{2}$  NE  $\frac{1}{4}$  of Section 24, Township 5 North, Range 14 West, including Lots 2 and 3 Favre Subdivision as shown on plat of record in Faulkner County Plat Book J, Page 379, records of Faulkner County, Arkansas;

LESS AND EXCEPT: A parcel of land described as beginning at the southeast corner of said W  $\frac{1}{2}$  NE  $\frac{1}{4}$ , and run thence west 660 feet; thence North 0 degree 32 minutes 15 seconds East 514.8 feet; thence east 660 feet to the east line of said W  $\frac{1}{2}$  NE  $\frac{1}{4}$ ; thence South 0 degree 32 minutes 15 seconds West 514.8 feet to the point of beginning of said exception, containing 7.80 acres, more or less;

ALSO LESS AND EXCEPT: Part of the SW  $\frac{1}{4}$  NE  $\frac{1}{4}$ , Section 24, Township 5 North, Range 14 West, Faulkner County, Arkansas, described as beginning at a point 660 feet West of the Southeast corner of said SW  $\frac{1}{4}$  NE  $\frac{1}{4}$ ; thence continue West 75.0 feet; thence North 0 degree 32 minutes 15 seconds East parallel with the East line of said SW  $\frac{1}{4}$  NE  $\frac{1}{4}$ , 514.8 feet; thence East 75.0 feet; thence South 0 degree 32 minutes 15 seconds West, 514.8 feet to the point of beginning. The South 25 feet of this tract is reserved for use as a public road. This exception containing .94 acres, more or less;

ALSO LESS AND EXCEPT: Lot 1 Favre Subdivision as shown on plat of record in Faulkner County Plat Book J, Page 379, records of Faulkner County, Arkansas, containing 2 acres more or less,

and leaving in the aggregate 67.77 acres, more or less, being conveyed, upon the following terms and conditions:

1. PURCHASE PRICE. The purchase price shall be Seven hundred forty five thousand, four hundred and seventy dollars (\$745,470) based upon a price of \$11,000.00 per acre, and shall be paid by Buyer in cash or collected funds at closing.

2. TITLE INSURANCE AND CLOSING. On or before fifteen (15) business days of the date of execution of this agreement (which shall be the later date signed by the parties), Seller shall furnish Buyer with an owner's title commitment in the amount of the purchase price insuring Buyer, issued in standard ALTA form, and showing marketable title to the properties vested in Seller. Should Buyer require mortgagee title insurance coverage, Seller and Buyer shall share equally the cost of the combination coverage.

Buyer shall have fifteen (15) days from receipt of the title commitment to object to any exceptions noted on the commitment. If Buyer does not object to any exceptions within that time frame, Buyer shall be deemed to have accepted the condition of title and waived any objection. If Buyer timely gives Seller notice of any objections to the title, Seller shall have fifteen (15) days to satisfy Buyer's objections. If Seller is unable or chooses not to satisfy any such objections, then Buyer may terminate this agreement.

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Taxes and special assessments, if any, for prior years shall be paid by Seller at closing and current taxes shall be prorated as of closing. The monthly rents shall be prorated as of closing as well. Seller shall convey the properties to Buyer, or as directed by Buyer, by special warranty deed, subject to all recorded restrictions or easements, if any, which do not materially affect the value of the property.

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4. CONTINGENCY. Buyer's obligation herein is subject to approval by the City Council for the City of Conway, Arkansas.

5. DEFAULT. In the event either party should default in the terms of this agreement, the aggrieved party shall have all remedies available under applicable law, and shall be entitled to its attorney fees and court costs incurred in enforcing this agreement.

6. MISCELLANEOUS. It is expressly understood and agreed that the terms, conditions, requirements and obligations of this contract, to the extent not fully completed and executed by closing, and to the extent ongoing action or performance is required or contemplated, shall survive the closing and remain in full force and effect following the closing of the sale. This contract contains the entire agreement between Seller and Buyer, and there are no other terms, conditions, promises, understandings, statements, or representations, express or implied, concerning the sale contemplated herein other than those set forth in this contract. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This agreement has been freely negotiated by the parties. In any controversy, dispute, or contest over the meaning, interpretation, validity or enforceability of this contract or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this document or any portion thereof. Time is of the essence in the performance of the terms of this agreement.

7. Offer is good for 48 hours; and will expire on Friday, April 15<sup>th</sup>, 2016 @ 12pm.

EXECUTED this \_\_\_\_ day of March, 2016.

City of Conway, Arkansas

By \_\_\_\_\_  
Tab Townsell  
Mayor

ATTEST:

\_\_\_\_\_  
Michael O. Garrett  
(MOG)  
City Clerk

BUYER

EXECUTED this \_\_\_\_ day of March, 2016

\_\_\_\_\_  
*Alphonse M. Hiegel*  
Alphonse M. Hiegel  
as Trustee of the Alphonse M.  
Hiegel Revocable Trust

SELLER

COUNTER-OFFER



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

**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	\$	3,100.00	Safety Fair Donations
Petsmart	\$	410.00	Rescue Wagon
Insurance Companies	\$	12,650.96.00	Insurance Proceeds
Conway Public Schools	\$	2,374.10	Extra Duty Services
Fred's	\$	314.64	Donation Funds

**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 Child Safety Fair funds from various companies in the amount of \$3,100 from 001.119.4705 to the CPD Child Safety Fair expense account, 001.121.5760.

**Section 2.** The City of Conway shall appropriate Rescue Wagon funds from Pet Smart in the amount of \$410 from 001.127.4705 to the AWU Miscellaneous expense account 001.127.5699.

**Section 3.** The City of Conway shall appropriate insurance proceed funds in the amount of \$12,650.96 from 001.119.4360 to the CPD fleet maintenance expense account, 001.121.5450.

**Section 4.** The City of Conway shall appropriate funds from Conway Public Schools in the amount of \$2,374.10 from 001.121.4185 to the CPD overtime expense account, 001.121.5114.

**Section 5.** The City of Conway shall accept donation funds totaling \$314.64 and appropriate from 001.119.4705 to the CPD miscellaneous expense acct, 001.121.5799.

**Section 6.** All ordinances in conflict herewith are repealed to the extent of the conflict

**PASSED** this 26<sup>th</sup> day of April, 2016.

**Approved:**

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

**Attest:**

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



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

**AN ORDINANCE AMENDING CHAPTER 7.36 OF THE CONWAY MUNICIPAL CODE REGARDING ALARM SYSTEMS; AMENDING ORDINANCE NO. O-05-82, THE ALARM SYSTEMS ORDINANCE; REPEALING ANY ORDINANCES IN CONFLICT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:**

**Whereas**, the Conway Police Department desires to amend and clarify certain provisions of Chapter 7.36 of the Conway Municipal Code and Ordinance No. O-05-82, regarding Alarm Systems; and

**Whereas**, false alarms continue to place a substantial burden on the City of Conway's emergency services departments; and

**Whereas**, the Conway City Council has determined that clear and functional regulations regarding Alarm Systems and false alarms are essential to the protection of public peace, health and safety.

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

**Section 1.** Chapter 7.36 of the Conway Municipal Code and Ordinance No. O-05-82 are hereby amended to read in their entirety as follows:

**Chapter 7.36  
ALARM SYSTEMS**

**Sections:**

- 7.36.01 Purpose
- 7.36.02 Definitions
- 7.36.03 Alarm System Permit Required
- 7.36.04 Installation and Response
- 7.36.05 False Alarm; Fees
- 7.36.06 Payment of Fees for False Alarms
- 7.36.07 Appeals of Fees for False Alarms
- 7.36.08 Municipal Liability

**7.36.01 Purpose** The City of Conway, Arkansas, has determined a problem exists within the City of Conway with false alarms from systems that are not installed, maintained, or operated properly. This problem has resulted in increased service calls by the Conway emergency services creating a hazard to the members of those departments and to the general public. Therefore, it is the City Council's purpose to require alarm users, installers and monitors to properly maintain

operational effectiveness of alarm systems in order to improve reliability of alarm systems and reduce or eliminate false alarms.

This article governs alarm systems intended to summon emergency services, requires a permit for alarm systems, provides penalties for violations, and sets conditions to appeal the imposition of charges for violations.

**7.36.02 Definitions:** The following words, terms and phrases when used in this article shall have meanings ascribed to them in this section except where the context clearly indicates a different meaning:

*Alarm System* means any device or series of devices arranged, designed, or used to transmit or emit a signal indicating the occurrence of a criminal offense, fire emergency, or medical emergency and intended to summon, either directly or through a third party, emergency services response. Alarm system does not include an alarm installed on or in a vehicle. Alarms in separate structures are to be counted as separate systems even though owned by the same person(s) or entity.

*Alarm user* means any person responsible for the location where the alarm is installed.

*False alarm* means the activation of any alarm system eliciting a response by emergency services to a nonemergency situation. Alarms resulting from the following conditions are not considered false alarms for purposes of this section:

- A. Criminal activity or unauthorized entry;
- B. Telephone line malfunction verified in writing to the City by at least a first-line telephone company supervisor;
- C. Electrical service interruption verified in writing to the City by local power company;
- D. Communication that no emergency exists requiring an emergency services response to the appropriate emergency service department and/or 9-1-1 communication center before a unit is sent to investigate;
- E. An alarm caused on the reasonable but mistaken belief that a burglary, robbery, or other criminal offense is in progress; or
- F. Any activation caused by violent conditions of nature or other extraordinary circumstances, not reasonably subject to control of the alarm user.

*Dispatch* means the process by which the 9-1-1 communication center instructs the appropriate emergency services to respond to an alarm.

*Response by Emergency Services* means the instant any branch of emergency services is informed of an alarm activation through dispatch.

**7.36.03 Alarm System Permit required**

- A. No person shall operate, or cause to be operated, an alarm system at any location without a valid permit. A separate permit is required for each alarm site.
- B. No permit fee will be charged by the City of Conway.
- C. To receive a permit a person must fully complete the permit application for each alarm site. Failure to fully complete the permit application or providing false information could result in the denial of a permit request or the cancellation of a permit, and subject the applicant to monetary penalties.
- D. An alarm permit is specific to a person and alarm site. An alarm permit cannot be transferred to any other person or alarm site.



- E. If any information provided in the alarm permit application changes, it is the expressed and sole responsibility of the alarm user to update the permit application within five (5) business days of the change.
- F. Violators of this section will be issued a citation by law enforcement and assessed civil penalty in the amount of \$150.00 per occurrence.

**7.36.04 Installation and Response**

- A. No alarm system shall be placed in service after installation in any dwelling, business, or place within the City of Conway until such time as a permit application is approved and a permit issued. The police chief shall have the right, either personally or through a designated representative, to verify the type and installation of any alarm system being installed. Any alarm business or company which installs or maintains alarm systems in a dwelling, business, or place within the City of Conway which has not been granted a permit shall be fined the sum of \$100.00 per occurrence.
- B. The alarm system application must be filled out completely to be considered. Updates shall be made as necessary. Upon approval and issuance of the alarm system permit, a copy shall be sent to the Conway Police Department prior to activation of the alarm.
- C. Verified Response: Prior to reporting an alarm to the Conway Police Department, the Monitoring Company or its representative will attempt to contact the alarm site or alarm user or other responsible party listed in the permit application by telephone or other electronic means, to determine whether an alarm signal is valid before requesting an emergency services response in an attempt to avoid a false alarm. If dispatch is necessary, once notified either by emergency services or the monitoring company, it is the obligation of the alarm user to meet emergency services personnel at the alarm site to secure said building and to reset the alarm.
- D. Should alarm user, when notified of its activation, refuse or fail to respond pursuant to subsection (c) hereof, the police units on the scene shall check the property thoroughly and secure the location as much as possible. The Conway Police Department shall not be required to make any further responses to that building, dwelling, or place until such time as said alarm system has been properly checked and reset.
- E. If an alarm is activated and the building appears to have been entered unlawfully, and the owner or his designee cannot be located or will not come to the location, the Conway Police Department may choose to either attempt to secure the location or contact an off-duty police officer to guard the premises until the next business day or until the owner or his designee shall respond whichever comes first. The minimum rate shall be two (2) hours overtime. A statement of charges will be sent in accordance with chapter.

**7.36.05 False Alarms; Fees**

- A. No alarm system shall be allowed to report, remit or communicate a false alarm.
- B. If a false alarm occurs, the alarm user shall be liable for fees in the following amounts based on the number of false alarms within a calendar year upon demand by the City:

# of False Alarms	Fee for Violations
1	\$0
2	\$0
3	\$0
4	\$50 per responding agency
5	\$100 per responding agency
6 or more	\$250 per responding agency

**7.36.06 Payment of Fees for False Alarms** All amounts billed to alarm users for false alarms shall be paid in full within thirty (30) days. Failure to pay the entire amount will result in late penalties of \$50.00 per month. In addition to remedies provided in this chapter, the City shall have all other rights available for collecting the charges billed, including filing legal action against any person who fails to pay the amounts billed by the City under this chapter.

**7.36.07 Appeals of Fees for False Alarms** All persons billed for false alarms under this chapter shall be entitled to an informal hearing with the chief of police and/or fire chief or their respective designee(s) regarding each false alarm for which they are billed. The hearing can be held independently or contemporaneously based on the availability of the respective emergency services personnel and details of the charges for which they are billed. At said hearing, the violators may offer evidence relevant to the violation for which they have been billed and show the steps taken to ensure another violation will not happen in the future. The hearing must be requested in writing by certified mail to chief of police and/or the fire chief within seven (7) days after the mailing of the statement for false alarm fees. Failure to request a hearing shall constitute that the fees billed for the false alarms by the City is accurate, justified and payable to the City and shall constitute an irrevocable waiver of such hearing.

**7.36.08 Municipal Liability** The city and its officers, agents, employees or assignees shall not be liable for any defects in the equipment or operation of alarm systems. The city shall not be held liable for any damages, consequential or otherwise, for any claim or dispute arising out of or in connection with an alarm system, including but not limited to responding to any alarms, securing locations or contacting the alarm user or other responsible party.

**Section 2.** Any ordinance which conflicts with this ordinance, or Section 7.36 of the Conway Municipal Code as herein revised, is hereby repealed to the extent of the conflict.

**Section 3.** 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.

**Approved:**

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**Mayor Tab Townsell**

**Attest:**

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