



City of Conway Council Agenda

Council Meeting Date:

December 22nd, 2015

5:30pm – Committee Meeting:

**Parks & Recreation Capital Project Progress Report
Discussion of the Soccer Park Lease Agreement**

6:30pm - Council Meeting

Call to Order: Mayor Tab Townsell

Roll Call: City Clerk/Treasurer Michael O. Garrett

Minutes Approval: December 8th, 2015

Employee Service Awards

Approval of Monthly Financial Report ending November 30th, 2015

Mayor Tab Townsell

City Clerk Michael O. Garrett

City Attorney Chuck Clawson

City Council Members

Ward 1 Position 1 – Andy Hawkins

Ward 1 Position 2 – David Grimes

Ward 2 Position 1 – Wesley Pruitt

Ward 2 Position 2 – Shelley Mehl

Ward 3 Position 1 – Mark Ledbetter

Ward 3 Position 2 – Mary Smith

Ward 4 Position 1 – Theodore Jones Jr.

Ward 4 Position 2 – Shelia Whitmore

1. Report of Standing Committees:

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

1. Consideration to enter into agreement for transportation services for Independent Living Services, Boys & Girls Club of Faulkner County & Faulkner County Council on Aging.
2. Consideration to accept annual nominations for the Planning Commission and the newly form Public Art Board.
3. Consideration to accept annual bids on materials and services utilized by the departments for the City of Conway.
4. Ordinance to appropriate grant funds for the Spencer Street Brownfield Cleanup project for the Planning and Development Department.
5. Consideration to terminate the lease between NUCOR Corporation, a Delaware Corporation, and the City of Conway, Pursuant to section 11.1 of the lease agreement.
6. Resolution to seek condemnation by eminent domain proceeding of certain properties related to the 6th Street/I-40 Overpass and Amity/Elsinger intersection project.

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

1. Ordinance appropriating funds for the purchase of a CCTV system for the McGee Center & Don Owens Sports Center.



C. Finance

1. Ordinance appropriating funds and waiving bids for the purchase of additional financial software and maintenance for the City of Conway.
2. Ordinance adopting the FY2016 Budget for the City of Conway.

Adjournment



SOCCER PARK LEASE AGREEMENT

This lease agreement made and entered into by and between the City of Conway (hereinafter “Lessor”), a city of the first class organized by the laws of the State of Arkansas, and Arkansas Rush (hereinafter “Lessee”), a nonprofit organization, on this ____ day of December, 2015 for the property commonly known as the Centennial Soccer Park (hereinafter “Soccer Park”).

WHEREAS, Lessor covenants that it is lawfully in possession of the Soccer Park; and

WHEREAS, the Lessor has the right and authority to execute this lease under the ability and authority granted by Arkansas Code Annotated § 22-4-501; and

WHEREAS, Lessor is the current operator of the Soccer Park described herein and wishes to lease said property to the Lessee; and

WHEREAS, it is the desire of the parties to enter into this Agreement for the purpose of reducing to writing the terms and conditions regarding the use of the leased premises and the respective obligations of the parties regarding ongoing maintenance; and

WHEREAS, that Lessee shall have the quiet and peaceful possession and enjoyment of the leased premises subject to the terms stated herein during the term of this Agreement; and

WHEREAS, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the mutual covenants and conditions between the parties, the parties hereby agree as follows:

1. LEASED PREMISES. Lessor shall lease unto Lessee the property owned by the Lessor, commonly known as the Centennial Soccer Park and located on John W Allison Road in Conway, Arkansas.

2. TERM. This Agreement shall commence on the ____ day of _____, 20____, and shall continue for fifteen (15) years, unless terminated as provided for in this Agreement. At the end of the original fifteen (15) year term, unless this Agreement has been terminated as provided for herein, Lessee shall have first right of refusal for an additional consecutive five (5) year terms.

3. TERMINATION. Either party may terminate this Agreement for any reason by giving the other party twenty four (24) months written notice within the first five (5) years of the initial term; thereafter during initial term or any approved additional term(s), a twelve (12) month written notification will be required. Any violation of this Agreement by the Lessee will be grounds for immediate termination by Lessor.

4. RENT. Rental for the term is in the amount of \$1.00 per year. Payment will be due at the time of signing and then upon the anniversary of the execution of this Agreement during the term of the lease.

5. USE OF THE PREMISES. The Soccer Park shall be used for the expressed and sole purpose of soccer leagues and other purposes consistent with soccer including but not limited to registration, practices, games, meetings, camps, tournaments, fundraisers and other soccer related activities, and for no other purpose unless expressly permitted in writing by the Lessor. Lessee will have full access and use of all fields, parking areas and facilities on the premises during the term of this Agreement subject to any limitations or exceptions contained herein. Lessee shall collect all monies paid for the use of the Soccer Park under the terms of this Agreement and use them in furtherance of their obligations listed herein. All other uses, and rates charged for such use, shall require approval of Conway City Council.

6. SOCCER PARK NAME. The name of the Soccer Park will remain "Centennial Soccer Park" during the term of this Agreement unless changed by the City Council. Reference to the Soccer Park on any schedules, on the Lessee's website or in any promotional/informational materials used by the Lessee will be done using the official name of the Soccer Park.

7. AVAILABILITY FOR OTHER USERS. Lessee will provide times for the general public and Lessor sponsored programs and sports to use the Soccer Park. The schedule shall be posted conspicuously at the Soccer Park and on the Lessee's website at all times, and provided to the Parks and Recreation Department director and/or his or her designee. All Lessor sponsored programs and sports schedules will be provided to Lessee by January 30th of each year. Lessee will make as many fields available as necessary to accommodate these programs and sports. Furthermore, the Lessee agrees that its possession and use of the Soccer Park is subject to the attached Soccer Park User Agreements and that Lessee will treat those agreements as continuing obligations throughout the term of this Agreement. Lessee shall collect all usage fees in accordance with Section 5 of this Agreement. All usage rates are to remain at current levels throughout the term of this Agreement

unless increases are approved by the City Council. The Soccer Park User Agreements incorporated and attached hereto include:

- i. City of Conway and Arkansas United Soccer, executed June 24, 2014 (Exhibit 1)
- ii. City of Conway and Central Baptist College, executed August 31, 2015 (Exhibit 2)
- iii. City of Conway and St. Joseph School, executed February 4, 2015 (Exhibit 3)

8. MAINTENANCE. Lessee will not do anything or allow anything to be done to the Soccer Park either intentionally or by acquiescence that would in any way damage or impair the fields, parking areas, structures, equipment or facilities. Lessee shall, at its own expense, and at all times, maintain the Soccer Park in a clean and sanitary condition and maintain and repair the interior space(s) of the Soccer Park including, but not limited to, heating and air conditioning equipment, lighting, plumbing, wiring, walls, windows, floors and ceilings. Lessee shall maintain the grass located at the Soccer Park in accordance with Exhibit 4 attached hereto.

9. IMPROVEMENTS/REPAIRS. The Soccer Park is being leased in an "As-Is" condition. Lessor makes no warranties or guarantees as to premise, facilities, equipment or systems. Lessee acknowledges it has had a sufficient opportunity to inspect the Soccer Park and has determined it is suitable for its purposes. The Conway City Council must approve repairs or improvements costing \$2,500.00 or more. Lessee must provide proof of funds at the time of the request for approval of repairs or improvements costing \$2,500.00 or more. Regardless of the estimated cost of the repair or improvement, notice will be provided to the Lessor by the Lessee of the nature of the repair or improvement, date(s) the repair or improvement are scheduled to begin and estimated cost of the repair or improvement. All improvements or repairs to the facility will be required to meet the most recent building codes and will be subject to inspection by Lessor. In the case of an emergency repair requiring immediate attention to prevent further loss and/or damage to the property, this provision maybe be waived in a writing by the Lessor after notification from the Lessee. All permanent improvements to the Soccer Park will remain with the property after termination of this Agreement at no cost to the Lessor.

10. CONSENT TO REASONABLE ENTRY. Lessee consents, whether Lessee or Lessee's customers, agents, servants, occupants, invitees, licensees, or guests are present or not, to entry of the Soccer Park at reasonable times for reasonable purposes, by Lessor, Lessor's representatives, repair persons, or service persons.

11. UTILITIES/ON-GOING EXPENSES. Lessee will be responsible for scheduling the hookup and paying of deposits and future charges, as and when due, of all of the utilities, including, but not limited to, electric, water, gas,

telephone, internet, and TV cable. Lessee will at all times keep electric, water, trash (and gas, if applicable) service to the Soccer Park. If such service is discontinued for any reason, Lessor may reinstate such service and charge the cost of such reinstatement and utility service to Lessee.

12. INSURANCE. Lessor has and will continue to maintain an insurance policy covering the Soccer Park. Lessee will be required to have in place at all times while this Agreement is in effect an insurance policy with minimum coverage and limits as listed below. Such insurance policy or policies will list Lessor as an additional insured. Proof of said insurance coverage will be provided to Lessor upon each policy renewal. If the coverage is cancelled or not renewed for any reason, Lessee will immediately notify Lessor and all Lessee operations will cease until replacement coverage can be obtained.

- i. General Liability coverage in an amount not less than \$1,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
- ii. Workers' Compensation insurance as required by the State of Arkansas and Employer's Liability Insurance.

13. INDEMNIFICATION. Lessee shall indemnify, hold harmless, and defend, with counsel acceptable to Lessor, the Lessor (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from performance, or failure to perform, under this Agreement or from the use of the Soccer Park by the Lessee, Lessee's customers, participants, agents, servants, employees, occupants, invitees, licensees or guests.

14. LIABILITY. Lessor will not be liable to Lessee or Lessee's customers, agents, servants, occupants, invitees, licensees, or guests for any damages or losses to persons or property caused by other persons, including, but not limited to, negligence, theft, burglary, vandalism, or other crimes. Lessor will not be liable to Lessee or Lessee's customers, agents, servants, occupants, invitees, licensees, or guests for personal injury or for damage to or loss of personal property from fire, flood, water leak, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities, or other occurrences. Lessee shall secure insurance to protect against any and/or all of the above occurrences.

15. DEFAULT. Should either party default in the performance of any obligation created by this Agreement, and remain in default for a period of time in excess of ten (10) days after notice from the other of such default, the non-defaulting party may declare this lease terminated.

16. NOTICES. Any notice required herein shall be addressed to the party listed below, or as later designated. Notice for termination, request for additional terms, or any request for assignment/subcontracting of obligations will be sent certified mail. In an effort to be as responsive as possible, all other notices may be sent via email with return receipt requested.

To Lessor: City of Conway, Arkansas
By: Mayor Tab Townsell
1201 Oak Street
Conway, Arkansas 72032
501-450-6110
mayor@cityofconway.org
cc: steve.ibbotson@cityofconway.com

To Lessee: Nathan Hunt
Conway United Soccer Association DBA Arkansas Rush Soccer
PO Box 2283
Conway, AR 72033-2283
608-332-3880
msurtees@arkansasrush.com

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

18. ACCESS TO ADJACENT PROPERTY. Lessee is to maintain current access points of ingress and egress for the benefit of adjacent property owners to their property at all times.

19. PURSUANT TO SECTION 18-16-108 of ARKANSAS CODE. Upon the voluntary or involuntary termination of this Agreement, all property left in and about the Soccer Park by Lessee or Lessee's customers, agents, servants, occupants, invitees, licensees, or guests shall be considered abandoned, and may be disposed of by Lessor as Lessor shall see fit without recourse by Lessee or Lessee's customers, agents, servants, occupants, invitees, licensees, or guests. All property placed on the Premises by Lessee or Lessee's customers, agents, servants, occupants, invitees, licensees, or guests is subjected to a lien in favor of Lessor for the payment of all sums agreed to be paid by the Lessee.

20. ENTIRE AGREEMENT. This agreement constitutes the entire contract between the parties, and may not be altered, amended or modified except in writing signed by all parties. This agreement may not be assigned without the express written consent of the parties. 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.

21. ASSIGNMENT AND SUBCONTRACTING. This Agreement and the performance hereunder shall not be assigned or subcontracted without written consent of the Lessor.

EXECUTED this ____ day of _____, 2015.

CITY OF CONWAY
LESSOR

By: _____
MAYOR TAB TOWNSELL

ATTEST:

MICHAEL O. GARRETT, CITY CLERK

ARKANSAS RUSH SOCCER
LESSEE

By: _____
NATHAN HUNT, PRESIDENT

DRAFT



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

Date: December 14, 2015

To: Bryant Patrick
David Reynolds

Jody Spradlin
Susan Weaver

Mike Winter

Cc: Brandy Arnold
Donna Rappold

Beth Sketoe
Amy Springer

Beth Thomas

From: Lisa Mabry-Williams

Subject: Years of Service Recognition – Presentation of Pins

The City will present service pins in recognition of employees with 5, 10, 15, 20, 25 and 30 years of service at the 2nd City Council Meeting of each month. Mayor Townsell will present the pins to the employees. During the Council meeting on Tuesday, December 22nd at 6:30 p.m. the following employees are eligible to receive a pin:

Years of Service	Name	Date of Hire	Department
5	Officer James Burroughs	12/27/2010	Police
	Officer Stephen Johnson	12/27/2010	Police
10	Officer William Fosko	12/20/2005	Police
	Amy Springer, Administrative Assistant	12/19/2005	Fire
	Wes Craiglow, Deputy Dir. Planning & Development	12/12/2005	Planning & Development
	Captain Clint Smith	12/12/2005	Fire
20	Vickie Wright, Deputy Court Clerk	12/13/1995	District Court

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, December 22nd, 2015. The service pin presentation will be the first item on the Council agenda. Please let me know if you and your respective employees plan to attend the meeting to receive their pins from the Mayor. Thank you for your assistance.



City of Conway, Arkansas
Monthly Financial Reports
November 30, 2015

City of Conway
 Monthly Financial Report - General Fund
 For the month ended November 30, 2015



Revenues	Budget	Month Activity	Year to Date	Encumbered	(Over)/Under Budget	% Expend/Collect
Ad Valorem Tax	2,835,000	400,815	2,910,783		(75,783)	103%
Payments in Lieu of Tax	25,000	3,058	17,289		7,711	69%
State Tax Turnback	2,103,250	63,499	1,915,724		187,526	91%
Sales Tax	17,500,000	1,469,846	16,633,165		866,835	95%
Beverage Tax	420,000	76,168	426,377		(6,377)	102%
Franchise Fees	3,597,000	282,365	3,184,253		621,823	89%
Permits	404,800	29,842	375,076		29,724	93%
ACIEA Revenues	5,000	3,175	7,759		(2,759)	155%
Dog Tags & Fees	25,000	2,340	26,676		(1,676)	107%
Municipal Court Fines and Fees	1,015,000	80,691	1,037,663		(22,663)	102%
Law Enforcement	825,326	16,330	704,701		120,625	85%
Federal Grant Revenues	30,000	-	5,028		24,972	17%
State Grant Revenues	617,528	-	618,429		(901)	100%
Parks	537,500	20,809	528,656		8,844	98%
Interest Income	19,500	1,973	17,291		2,209	89%
Insurance Proceeds	42,693	429	46,517		(3,824)	109%
Donations	14,110	1,064	20,868		(6,757)	148%
Act 833 Revenue	80,000	90,016	91,643		(11,643)	115%
Miscellaneous Revenues	146,990	9,145	122,585		24,405	83%
Transfers from Other Funds	423,000	-	352,500		70,500	83%
Loan Proceeds	750,000	-	750,000		-	100%
Total Revenues	31,416,697	2,551,566	29,792,981	-	1,832,246	95%
Expenditures						
Admin (Mayor, HR)	612,474	39,371	511,452	10,672	90,350	84%
Finance	547,261	27,147	476,326	-	70,935	87%
City Clerk/Treasurer	179,197	10,410	134,030	-	45,167	75%
City Council	81,913	7,298	72,321	-	9,592	88%
Planning	395,910	25,702	331,689	-	64,221	84%
Physical Plant	551,074	32,596	409,619	705	140,750	74%
Fleet Maintenance	154,546	11,570	128,687	802	25,057	83%
Information Technology	1,159,024	89,673	1,017,825	27,894	113,305	88%
Airport	1,367,528	26,958	1,347,957	-	19,571	99%
Permits and Inspections	477,175	35,356	418,616	545	58,014	88%
Nondepartmental	657,940	18,757	547,332	1,415	109,193	83%
Police	10,210,506	822,429	9,144,399	20,012	1,046,095	90%
CEOC	1,001,242	73,634	794,350	2,832	204,060	79%
Animal Welfare	430,430	28,842	343,247	2,279	84,904	80%
Municipal District Court	864,232	62,244	725,490	317	138,425	84%
City Attorney	362,450	29,405	316,422	1,273	44,755	87%
Fire	9,484,180	692,272	8,355,549	77,026	1,051,605	88%
Parks	2,881,179	167,321	2,328,550	12,049	540,580	81%
	31,418,260	2,200,984	27,403,860	157,822	3,856,578	87%
Transfer to Reserve	500,000	-	-	-	500,000	0%
Total Expenditures	31,918,260	2,200,984	27,403,860	157,822	4,356,578	86%
Net Revenue/(Expense)	(501,563)		2,389,121			

*All figures are unaudited

Notes:

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

City of Conway
General Fund
2015



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-15-30	3/10/15	Purchase additional computer server storage	199,543
O-15-34	3/24/15	Retiring Planner and training of new Planner	22,429
O-15-65	5/26/15	Civil Service police officer testing	5,500
O-15-74	6/23/15	Supplement insurance proceeds to replace outdoor warning siren	2,500
O-15-84	7/28/15	Civil Service firefighter testing	4,100
O-15-92	8/25/15	Three additional positions in the IT department	43,733
O-15-103	9/22/15	Civil Service testing	3,950
O-15-104	9/22/15	Outside legal representation	10,000
O-15-105	9/22/15	Reclassify Admin Asst I to Deputy City Attorney	3,866
O-15-130	11/10/15	Operation Shop Secure	50,000
O-15-134	11/24/15	Civil Service testing	1,570
			<u>\$ 347,191</u>

City of Conway
 Balance Sheet - General Fund
 For the month ended November 30, 2015



Cash - Operating	6,085,331
Cash - Reserve	1,511,965
Petty Cash	715
Taxes Receivable	3,309,004
Accounts Receivable	2,852,774
Due from Other Funds	119,472
Due from Street	18,663
Due from Component Unit	209,076
Fleet Inventory	15,539
Fuel Inventory	10,896
General Inventory	3,990
<i>Assets</i>	<u>14,137,424</u>
Accounts Payable	140,264
Salaries Payable	139,342
Insurance and Benefits Payable	146,432
Event Deposits	900
Due to Other Funds	46,547
Deferred Revenue	3,006,736
<i>Liabilities</i>	<u>3,480,221</u>
Fund Balance - Committed to cash flow	2,000,000
Fund Balance - Committed to reserve	1,500,000
Fund Balance - Unassigned	7,157,203
<i>Fund Balance</i>	<u>10,657,203</u>
<i>Total Liabilities & Fund Balance</i>	<u>14,137,424</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Street Fund
 For the month ended November 30, 2015



	<u>Budget</u>	<u>Month Activity</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>(Over)/Under Budget</u>	<u>% Expend/Collect</u>
Revenues						
Ad Valorem Tax	1,464,520	451,245	1,207,581		256,939	82%
Payments in Lieu of Tax	15,000	-	-		15,000	0%
State Tax Turnback	3,474,911	306,336	3,339,294		135,617	96%
Severance Tax	360,000	16,474	245,534		114,466	68%
Sales Tax	245,000	20,595	231,783		13,217	95%
Sign Permits	500	-	780		(280)	156%
Engineering Fees	10,000	1,950	6,900		3,100	69%
Insurance Proceeds	46,029	-	48,762		(2,733)	106%
Interest Income	18,000	2,714	26,477		(8,477)	147%
Miscellaneous Revenues	1,600	1,600	12,380		(10,780)	-
Total Revenues	5,635,560	800,914	5,119,492	-	516,068	91%
Expenditures						
Personnel Costs	2,336,158	155,500	1,776,439	-	559,719	76%
Other Operating Costs	<u>2,381,695</u>	<u>330,989</u>	<u>1,964,313</u>	<u>137,242</u>	<u>280,141</u>	<u>82%</u>
Total Operating Costs	4,717,853	486,489	3,740,751	137,242	839,860	79%
Capital Outlay	<u>1,309,000</u>	<u>221,960</u>	<u>242,381</u>	<u>1,759</u>	<u>1,064,860</u>	<u>19%</u>
Total Expenditures	6,026,853	708,449	3,983,132	139,001	1,904,720	66%
Net Revenue/(Expense)	(391,293)		<u>1,136,359</u>			

*All figures are unaudited

Notes:

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

City of Conway
Street Fund
2015



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-15-02	1/13/15	Increase pay for CDL drivers	11,620
O-15-06	1/27/15	Transportation funding for agencies	164,000
			<u>\$ 175,620</u>

City of Conway
 Balance Sheet - Street Fund
 For the month ended November 30, 2015



Cash - Operating	4,258,646
Taxes Receivable	365,786
Accounts Receivable	1,294,271
Due from Other Funds	31,447
<i>Assets</i>	<u>5,950,180</u>
Accounts Payable	8,138
Due to Other Funds	150
Due to General	18,514
Deferred Revenue	1,294,270
<i>Liabilities</i>	<u>1,321,072</u>
<i>Fund Balance</i>	<u>4,629,107</u>
<i>Total Liabilities & Fund Balance</i>	<u>5,950,180</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Sanitation
 For the month ended November 30, 2015



Revenues	<u>Budget</u>	<u>Month</u> <u>Activity</u>	<u>Year to</u> <u>Date</u>	<u>Encumbered</u>	<u>(Over)/Under</u> <u>Budget</u>	<u>%</u> <u>Expend/Collect</u>
Sanitation Fees	8,750,000	810,727	8,123,690		626,310	93%
Proceeds - Recycled Materials	300,000	71,109	585,405		(285,405)	195%
Landfill Fees - General	240,000	12,477	190,633		49,368	79%
Insurance Proceeds	21,882	-	-		21,882	0%
Interest Income	54,000	7,055	57,729		(3,729)	107%
Proceeds from Sale of Assets	-	-	8,348		(8,348)	-
Miscellaneous Revenues	-	6,590	6,621		(6,621)	=
Total Revenues	9,365,882	907,958	8,972,426	-	393,456	96%
Expenditures						
Personnel Costs	3,871,320	279,811	3,366,136	-	505,184	87%
Other Operating Costs	3,101,781	91,759	2,206,408	60,421	834,952	71%
Total Operating Costs	6,973,101	371,570	5,572,544	60,421	1,340,136	80%
Capital Outlay	3,150,330	83,334	1,145,257	686,998	1,318,076	36%
Total Expenditures	10,123,431	454,904	6,717,800	747,419	2,658,212	66%
Net Revenue/(Expense)	(757,549)		2,254,626			

*All figures are unaudited

Notes:

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

City of Conway
Sanitation Fund
2015



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-15-71	6/23/15	Additional CDL employee	45,070

City of Conway
 Balance Sheet - Sanitation
 For the month ended November 30, 2015



Cash - Operating	4,131,000
Petty Cash	200
Post Closure Cash Account	5,519,063
Due from Other Funds	14,488
Due from Component Unit	846,187
General Inventory	2,122
Land & Buildings	2,697,649
Infrastructure	1,136,716
Machinery and Equipment	4,573,174
Vehicles	139,589
Computer Equip & Software	958
<i>Assets</i>	<u>19,061,148</u>
Accounts Payable	35,458
Salaries Payable	148,137
Net Pension Obligation	1,286,026
Due to Other Funds	3,829
Accrued Interest Payable	24,525
Landfill Close/Post Close	7,926,380
<i>Liabilities</i>	<u>9,424,355</u>
<i>Net Assets</i>	<u>9,636,793</u>
<i>Total Liabilities and Net Assets</i>	<u>19,061,148</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 November 30, 2015



	<u>Budget</u>	<u>Month</u> <u>Activity</u>	<u>Year to</u> <u>Date</u>	<u>Encumbered</u>	<u>(Over)/Under</u> <u>Budget</u>	<u>%</u> <u>Expend/Collect</u>
Revenues						
Airport Fuel Sales	945,000	57,041	747,061		197,939	79%
Sales Tax	-	1,598	16,314		(16,314)	-
T-Hangar Rent	96,500	4,253	57,366		39,134	59%
Community Hangar Rent	15,000	1,750	12,923		2,077	86%
Ground Leases	20,250	8,712	86,559		(66,309)	427%
Miscellaneous Revenues	2,500	1,055	79,890		(77,390)	3196%
Total Revenues	1,079,250	74,409	1,000,113	-	79,137	93%
Expenditures						
Personnel Costs	192,943	14,244	164,051	-	28,892	85%
Fuel for Resale	753,500	37,410	520,426	-	233,074	69%
Other Operating Costs	97,650	3,759	66,090	209	31,351	68%
Total Operating Costs	1,044,093	55,413	750,567	209	293,317	72%
Capital Outlay	29,000	-	21,512	5,329	2,159	74%
Total Expenditures	1,073,093	55,413	772,080	5,537	295,476	72%
Net Revenue/(Expense)	6,157		228,033			

*All figures are unaudited

Notes:

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

City of Conway
Airport Fund
2015



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-15-27	3/10/15	Purchase loader and snow plow tractor attachments	19,000
O-15-94	9/8/15	Additional funds for tractor attachments	10,000
			<u>\$ 29,000</u>

City of Conway
Balance Sheet - Airport
For the month ended November 30, 2015



Cash - Operating	167,566
Accounts Receivable - Fuel Vendor	87,632
<i>Assets</i>	<u>255,198</u>
Accounts Payable	146
<i>Liabilities</i>	<u>146</u>
<i>Fund Balance</i>	255,052
<i>Total Liabilities & Fund Balance</i>	<u>255,198</u>

*All figures are unaudited

City of Conway
Monthly Financial Report - Major Project Funds
For the month ended November 30, 2015



Parks and Rec A&P Tax

Balance, 10/31/15	1,664,005
Receipts	259,977
Payments	(154,034)
Balance, 11/30/15	\$ 1,769,947

Pay as you go Sales Tax

Balance, 10/31/15	1,858,980
Receipts	272,104
Payments	(124,708)
Balance, 11/30/15	\$ 2,006,376

Street Impact Fees

Balance, 10/31/15	288,427
Receipts	13,759
Payments	-
Balance, 11/30/15	\$ 302,186

Parks Impact Fees

Balance, 10/31/15	260,048
Receipts	8,902
Payments	-
Balance, 11/30/15	\$ 268,949



MEMO

TO: Mayor Tab Townsell
CC: City Council Members
FROM: Felicia Rogers
DATE: January 3rd, 2015
SUBJECT: FY2016 Transportation Services Request

Message:

The following funding requests were made for transportation services for the FY2016. (Included also is the approved amount from FY2015).

	<u>FY2016 Request:</u>	<u>FY2015 Amount:</u>
Independent Living Services	\$30,000	\$30,000
Boys & Girls Club of Faulkner County	\$65,000	\$65,000
Faulkner County Council on Aging	\$69,000	\$69,000

We are asking to enter into an agreement with each of these organizations for the above reference amount.

Please advise if you have any questions.

Thank you for your consideration.

Independent Living Services

December 14, 2015

Honorable Mayor Tab Townsell
City of Conway
Conway, Arkansas 72034

RE: Transportation Funding

Dear Mayor Townsell:

On behalf of Independent Living Services, I am requesting assistance from the City of Conway in the amount of \$30,000 to help offset a portion of the transportation costs associated with providing supported employment services to our citizens with developmental and intellectual disabilities.

Founded in 1970, Independent Living Services (ILS) is a non-for-profit agency whose mission is to assist in making a better life possible for people with developmental and intellectual disabilities living in central Arkansas (Faulkner and surrounding counties). Specifically, ILS offers services that help disabled individuals, ages 18 and older, lead an independent lifestyle. ILS is guided by several core principles, including the belief that each person has value and each person is capable of growth and development.

ILS recently expanded its services to include job development, job placement, job training, and transportation for person with disability. ILS recognizes that securing and maintaining employment is a vital component to increase the ability of persons with disabilities lead independent lives. ILS' supported employment services will include contacting and maintaining a pool of private employers who are willing to hire persons with disabilities, matching consumers with potential employers, participating in the interview process, providing job training (both in the classroom and on-site), providing job maintenance and extended services, and providing transportation assistance to and from work. If awarded, the \$30,000 will be used to help cover the cover the cost of gas, maintenance, and salaries of the drivers.

Thank you for consideration.

If you have any questions, please contact me at 501.327.5234, extension 314.

Robert D. Wright, Director of Development and Supported Employment

Cc: City Council Members



CONTRACT FOR
TRANSPORTATION SERVICES WITH
INDEPENDENT LIVING SERVICES

For the fee of \$_____ Independent Living Services shall provide transportation services to persons with developmental and intellectual disabilities. Length of contract shall be January 1st, 2016 through December 31st, 2016.

Transportation services shall include but not limited to:

- Employment transportation
- Transportation needs as permitted by program

All services shall be provided on request and as vehicle scheduling permits

Independent Living Services shall maintain accurate records of all transportation services. Any further documentation necessary or required by City, State, or Federal requirements will be maintained and available upon request for review or audit by City officials.

Independent Living Services will provide services to all mentioned above classes without regard to race, color, religion, sex, national origin, disability, veteran status, or marital status.

Date: _____
Mayor Tab Townsell
City of Conway

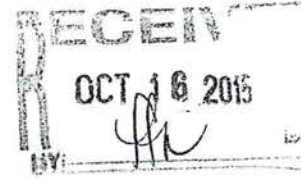
Date: _____
Executive Director
Independent Living Services

Date: _____
Michael O. Garrett
City Clerk/Treasurer
City of Conway

Date: _____
Board President
Independent Living Services



**BOYS & GIRLS CLUB
OF FAULKNER COUNTY**



October 16, 2015

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

Over the last few years, we have enjoyed a successful collaboration, working together to ensure that the youth in our community have access to safe and positive after-school and summer care. On behalf of the Boys & Girls Club, I want to express our gratitude for your support.

Our mission is to enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens.

Our Club provides:

- A safe place to learn and grow for youth ages 5-18
- Ongoing relationships with caring, adult professionals
- Life-enhancing programs and character development experiences

Transportation services are a vital part of our youth development program. We transport 190 youth daily during the school-year, totaling over 34,000 annually. Our fleet consists of 5 buses and 2 vans, ranging in age from 9-22 years old. At this point, it is necessary for us to begin to plan for cycling out the oldest vehicles and replacing them with something newer. The safety of our youth is of the utmost importance. Estimated costs associated with transportation in 2016 are \$55,000 (driver salaries, fuel, maintenance & insurance). The cost of one new shuttle van or bus would be about \$40,000.

Many revenue streams are restricted in use, disqualifying indirect program expenses. Transportation falls into this category. We strive to keep fees for Club members as low as possible. Support from the City of Conway allows us to offer programming to more youth than would otherwise be possible and for that we are thankful! We respectfully request \$65,000 in 2016 to help our organization meet this need.

Again, thank you for your investment in the future of our community! If you have any questions, please contact me at (501) 329-8849.

Sincerely,

Clint Brock
Chief Professional Officer

GREAT FUTURES START HERE.



CONTRACT FOR
TRANSPORTATION SERVICES WITH
BOYS & GIRLS CLUB OF FAULKNER COUNTY

For the fee of \$_____ Boys & Girls Club of Faulkner County shall provide transportation services. Length of contract shall be January 1st, 2016 through December 31st, 2016.

Transportation services shall include but not limited to:

- After school transportation
- Summer transportation
- Transportation expenses
- Transportation needs as permitted by program

All services shall be provided on request and as vehicle scheduling permits

The Boys & Girls Club of Faulkner County shall maintain accurate records of all transportation services. Any further documentation necessary or required by City, State, or Federal requirements will be maintained and available upon request for review or audit by City officials.

The Boys & Girls Club of Faulkner County will provide services to all mentioned above classes without regard to race, color, religion, sex, national origin, disability, veteran status, or marital status.

_____ Date: _____

Mayor Tab Townsell
City of Conway

_____ Date: _____

Clint Brock, Chief Professional Officer
Boys & Girls Club/Faulkner County

_____ Date: _____

Michael O. Garrett
City Clerk/Treasurer
City of Conway

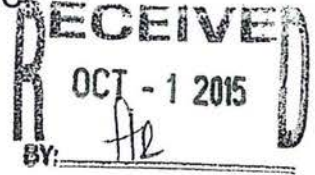
_____ Date: _____

Board President
Boys & Girls Club/Faulkner County

Faulkner County Council on Aging, Inc.

705 E. Siebenmorgen Rd. / P.O. Box 1429
Conway, Arkansas 72033

Telephone (501) 327-2895
Fax (501) 329-0196



September 30, 2015

Mayor Tab Townsell
Mr. Jack Bell
Conway City Council
1201 Oak St.
Conway, AR 72032

RE: 2016 Funding Request

Dear Mayor Townsell, Mr. Bell, and Members of the Conway City Council:

We would like to take this opportunity to thank you for funding our Transportation program in 2015, allowing us to continue providing transportation services to senior adults in Conway. We project providing 6,800 trips with the funding the City of Conway provided this year. These trips are exclusively within the City of Conway. This figure **does not** include trips to the Senior Wellness & Activity Center. All of these trips are provided on an individual basis to "life necessary" destinations within the Conway community such as dialysis, cancer treatment centers, medical/dental appointments, grocery stores, pharmacies, human service agencies, etc.

We are asking that the City of Conway again consider our request for \$69,000 in transportation funding in 2016. We are not asking for an increase in 2016. On an average day we receive approximately 75 phone calls related to individual transportation in Conway. The insurance costs, gas costs, and vehicle maintenance costs all continue to increase. Drivers are assessed at a far higher rate than other employees with regard to workers compensation premiums which factors heavily into the cost of providing this service. The only two funding sources we have for transporting seniors on an individual basis are the City of Conway and contributions from the people being served which this past year was \$3,328. Our average cost is currently \$11.74 per trip, however we have had some significant maintenance costs and hope to see this rate come down slightly in the coming year.

We continue to utilize our other limited transportation funding (federal, state, United Way, and fundraising) to transport senior adults to and from senior centers. We use City of Conway funding specifically to support the transportation we provide elderly citizens on an individual basis within the City of Conway to dialysis, chemotherapy, medical and dental appointments, physical rehabilitation, human service agencies, grocery stores, etc. which is by far the most costly yet critical service we provide. Approximately 20% of this transportation involves senior citizens in wheel chairs requiring vehicles equipped with a lift. Although we accept donations, no fees are charged for this service, so the services we provide are not cost prohibitive to anyone.

In the absence of providing public transportation itself, the City of Conway has historically provided support to our organization for making this service available to all of its citizens age 60 and older. This is just one of many examples of what separates Conway from so many other communities, large and small, with regard to being a community that cares about, and cares for, its dependent citizens. It takes so little and means so much. We deeply appreciate your commitment to those who depend upon these services and we thank you for your consideration and support.

Sincerely,

A handwritten signature in cursive script that reads "Debra Robinson".

Debra Robinson
Executive Director



CONTRACT FOR
TRANSPORTATION SERVICES WITH
FAULKNER COUNTY COUNCIL ON AGING, INC.

For the fee of \$_____ Faulkner County Senior Citizens Program shall provide transportation services to the senior citizens of Conway, Arkansas. Length of contract shall be January 1st, 2016 through December 31st, 2016.

Transportation services shall include but not limited to:

- Employment transportation
- Medical transportation
- Educational transportation
- Recreational transportation
- Transportation for personal needs (shopping, bill paying, prescriptions, etc.)

All services shall be provided on request and as vehicle scheduling permits

Faulkner County Senior Citizens Program shall maintain daily trip sheets of all transportation services. Any further documentation necessary or required by City, State, or Federal requirements will be maintained and available upon request for review or audit by City officials.

Faulkner County Senior Citizens Program will provide services to all mentioned above classes without regard to race, color, religion, sex, national origin, disability, veteran status, or marital status.

Date: _____
Mayor Tab Townsell
City of Conway

Date: _____
Debra Robinson
Faulkner County Council on Aging, Inc.

Date: _____
Michael O. Garrett
City Clerk/Treasurer
City of Conway

Date: _____
Faulkner County Council on Aging, Inc.
Board President



CONWAY PLANNING COMMISSION

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

MEMO

To: Mayor Tab Townsell
CC: City Council Members

From: Mark Lewis, Planning Commission Vice-Chairman
Date: December 16, 2015

Re: Revised Nominations for Conway Planning Commission

After having the opportunity to review all submitted nomination forms and interview additional candidates, the Conway Planning Commission voted unanimously to revised their previous selections and submit the names of Dalencia Hervey and Brooks Freeman for approval to serve on the Conway Planning Commission for five (5) year terms. The Planning Commission requests that these names be voted on at your next regularly scheduled meeting. Ms. Hervey will be replacing Anne Tucker and Mr. Freeman will be replacing Lee Washington whose terms expire December 31, 2015.

Anne Tucker will remain on the Conway Planning Commission. On January 1, 2016 she will transition to complete Stan Hobbs' term, which expires December 31, 2017, as he has moved out of the state and is unable to complete his term.

Please advise if you have any questions.

Rec
10-22-15
10:43
M



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

Date: 10-21-2015

Board applying for: (One board per form)

Planning Commission

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

Person Nominated: Dalencia Hervey

Address: 1105 Reynolds Ave City, State, Zip Conway, AR 72034

Phone/Home: 501-580-3514 Work: _____

Person making nomination: Self

Address: _____

Phone/Home: _____ Work: _____

Please send to: Michael O. Garrett
City Clerk/Treasurer
1201 Oak Street
Conway, AR 72032
(501) 450-6100
(501) 450-6145 (f)

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.

Soul Food cafe mission volunteer

Ronald McDonald House

Read Across America

Delta Sigma Theta, inc.

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

I have been a resident of Conway for approx 5 years and I am most impressed with the enormous focus on growth and expansion that is visibly present on almost every corner of the city. I would love to participate on a more intimate level by providing my time and services to whatever capacity is needed and this oppt will help accomplish that I will be completely dedicated to the process, fellow commissioners and the city of Conway.

What contributions do you hope to make?

I hope to be that listening ear that can fully comprehend the details behind all future requests but also one who can help project how those requests-if approved -could impact the next 5 to 20 years; while also being mindful of the direct impact to the community and potential future of Conway both positively and negatively

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: _____ Sex: F Race: AA

Occupation: District Sales Mgr- Hewlett Packard El Ward 2

Email Address: dalencia.hervey@hpe.com



Signature of Applicant or Nominator

10-21-2015

Date



RECEIVED

11/2/15
K. Francis

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

Date: 10/27/2015

Board applying for: (One board per form)

Conway Planning Commission

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

Person Nominated: Brooks K. Freeman

Address: 1325 Woodside Dr. City, State, Zip Conway, AR 72032

Phone/Home: 501-730-1242 Work: _____

Person making nomination: Lisa Stephens

Address: 3184 Stacy Dr., Conway, AR 72034

Phone/Home: 501-730-3922 Work: 501-327-2834

Please send to: Michael O. Garrett
City Clerk/Treasurer
1201 Oak Street
Conway, AR 72032
(501) 450-6100
(501) 450-6145 (f)

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.

Youth soccer coach, 8 seasons, currently

Youth softball coach, 2 seasons, currently

Previously AR Safe Kids Coalition

Previously AR Public Health Assoc Board and committee Chairman

Regional Red Cross Director of Shelter Operations

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

Brooks is interested in the growth and development of Conway in the best interest of the future. Brooks was born and raised in Conway, graduated from UCA, lives and works in Conway . His daughter attends public school here also. He is in a good position to devote time to improving Conway.

What contributions do you hope to make?

Brooks would like to be able to add the perspective of young families to the discussions involving growth and development of Conway and is willing to do research or legwork necessary to further the Commission's decision making.

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: 32 Sex: Male Race: White

Occupation: Nurse Ward 2

Email Address: brooks.freeman07@gmail.com

Signature of Applicant or Nominator

Date



City of Conway
 Street and Engineering Department
 100 East Robins Street
 Conway, AR 72032

Finley Vinson, P.E.
 City Engineer
Finley.Vinson@cityofconway.org
 501-450-6165

MEMORANDUM

December 16, 2015

TO: Mayor Tab Townsell

FROM: Finley Vinson, P.E.

REFERENCE: 2016 ANNUAL BIDS FOR MATERIALS AND SERVICES

I have attached a summary of the bids opened at 10:00 AM on December 15, 2015 for 2016 annual materials and services utilized by the Street Department. We request award of the bids as follows:

<u>MATERIALS OR SERVICE</u>	<u>CONTRACTOR</u>	<u>PRICE</u>
Gravel:		
Crushed Stone FOB El Paso	Webco	\$7.56/Ton
Crushed Stone Delivered	Webco & Rogers Group	\$13.10/Ton
Ballast Stone Delivered	Rogers Group	\$13.64/Ton
Stone Backfill delivered	Webco	\$12.99/Ton
Riprap delivered	Webco	\$18.62/Ton
Concrete (Ready-Mix Delivered):		
Concrete Class A	Mallard	\$92.55/CY
Concrete Class S	Mallard	\$99.05/CY
Added Cost for 1% Calcium added	Mallard	\$4.00/CY
Reinforced Concrete Pipe:		
12"	Scurlock	\$8.30/Ft.
15"	Scurlock	\$11.00/Ft.
18"	Scurlock	\$11.50/Ft.
24"	Scurlock	\$18.75/Ft.
30"	Scurlock	\$27.00/Ft.
36"	Scurlock	\$37.80/Ft.
42"	Scurlock	\$53.90/Ft.
48"	Scurlock	\$61.50/Ft.
15" Arch	Forterra	\$23.50/Ft.
18" Arch	Scurlock	\$18.00/Ft.
24" Arch	Scurlock	\$27.00/Ft.
30" Arch	Scurlock	\$39.00/Ft.
36" Arch	Scurlock	\$56.50/Ft.

<u>MATERIALS OR SERVICE</u>	<u>CONTRACTOR</u>	<u>PRICE</u>
Reinforced Concrete Pipe (continued):		
42" Arch	Scurlock	\$73.60/Ft.
48" Arch	Scurlock	\$90.50/Ft.
Concrete Blocks:		
Standard Weight Concrete Blocks	Conway Block Company	\$1.45/Ea.
Retaining Wall Blocks (6"x16"x12")	Conway Block Company	\$5.36/Ea.
Retaining Wall Blocks (8"x18"x12")	Conway Block Company	\$5.50/Ea.
Concrete Work:		
4" x 2' Curb & Gutter	WK Contractors	\$4.95/L.F.
6" x 1.5' Curb & Gutter	WK Contractors	\$4.95/L.F.
6" x 2' Curb & Gutter	WK Contractors	\$4.95/L.F.
Sidewalk	Lasker Brothers	\$1.25/S.F.
Concrete Pavement Repair	WK Contractors	\$10.00/S.Y.
Removal of Unsuitable Subgrade	WK Contractors	\$6.00/C.Y.
Place and Shape Stone Backfill	WK Contractors	\$6.50/C.Y.
Gasoline & Diesel – Cost of Deliver, Handling, Service and Profit (Less fuel cost and taxes)		
Regular Unleaded Gasoline (No Ethanol)	Coulson Oil	\$0.1150
Regular Unleaded Gasoline (10% Max Ethanol)	Coulson Oil	\$0.1150
Diesel (Max 5% BioDiesel)	Coulson Oil	\$0.1150

We propose that since the bid for the delivered Crushed Stone Base Course item was a tie between the Rogers Group and Webco, the City award the contract to both parties and alternate monthly between the two contractors for furnishing this material.

The bids submitted for Pavement Markings included a minimum project cost. Our usual pavement marking project may not support the minimum project amount submitted. Thus, we request that the amounts submitted for the pavement marking items be considered quotes. Additional quotes or additional negotiations may be considered when specific pavement marking work is needed. The workload and availability of the contractor along with the details of a specific project may result in a more competitive price and/or a different minimum amount. The low quotes submitted are as follows:

Pavement Marking:		
4" White Refl. Paint	Time Striping	\$0.20/ Foot
4" Yellow Refl. Paint	Time Striping	\$0.20/ Foot
6" White Refl. Paint	Ark Line Marking	\$0.50/ Foot
6" Yellow Refl. Paint	Ark Line Marking	\$0.50/ Foot
Project Minimum Amount	Ark Line Marking	\$2,500
Project Minimum Amount	Time Striping	\$6,000

CITY OF CONWAY

SUMMARY OF ANNUAL BIDS FOR STREET DEPARTMENT TYPE WORK

FOR YEAR 2016

Bids Opened December 15, 2015

GRAVEL

	ROGERS GROUP	WEBCO	Hamilton Aggregates	2015 LOW BID
CRUSHED STONE FOB PLANT	\$8.56 /TON (Gbr)	\$7.56 /TON(EI Paso	\$8.65 /TON	\$8.05 /TON
CRUSHED STONE DELIVERED TO STREET DEPT.	\$13.10 /TON	\$13.10 /TON	\$13.33 /TON	\$12.57 /TON
BALLAST STONE DELIVERED TO STREET DEPT.	\$13.64 /TON	\$13.75 /TON	\$14.41 /TON	\$13.75 /TON
STONE BACKFILL DELIVERED TO STREET DEPT.	\$13.39 /TON	\$12.99 /TON	\$13.33 /TON	\$12.99 /TON
RIPRAP DELIVERED TO STREET DEPARTMENT	\$20.60 /TON	\$18.62 /TON	\$ 20.95 /TON	\$ 18.62 /TON

CONCRETE

	MALLARD	ARGOS	2015 LOW BID
CLASS A CONCRETE	\$92.55 /C.Y.	\$93.52 /C.Y.	\$84.43 /C.Y.
CLASS S CONCRETE	\$99.05 /C.Y.	\$100.05 /C.Y.	\$87.00 /C.Y.
1% ADDED CALCIUM	\$4.00 /C.Y.	\$5.25 /C.Y.	\$4.00 /C.Y.

CONCRETE PIPE:

SIZE	Scurlock	Forterra Pipe & Precast	Drainage Pipe, LLC	2015 LOW BID
12"	\$8.30 /FOOT	\$9.90 /FOOT	\$10.67 /FOOT	\$8.15 /FOOT
15"	\$11.00 /FOOT	\$12.10 /FOOT	\$13.20 /FOOT	\$11.35 /FOOT
18"	\$11.50 /FOOT	\$14.70 /FOOT	\$16.00 /FOOT	\$13.16 /FOOT
24"	\$18.75 /FOOT	\$23.30 /FOOT	\$23.10 /FOOT	\$19.25 /FOOT
30"	\$27.00 /FOOT	\$3.50 /FOOT	\$34.20 /FOOT	\$27.82 /FOOT
36"	\$37.80 /FOOT	\$47.55 /FOOT	\$51.70 /FOOT	\$42.55 /FOOT
42"	\$53.90 /FOOT	\$59.30 /FOOT	\$65.00 /FOOT	\$53.89 /FOOT
48"	\$61.50 /FOOT	\$75.25 /FOOT	\$79.20 /FOOT	\$64.96 /FOOT
15" Arch	No Bid /FOOT	\$23.50 /FOOT	\$36.00 /FOOT	No Bid /FOOT
18" Arch	\$18.00 /FOOT	\$26.90 /FOOT	\$31.00 /FOOT	No Bid /FOOT
24" Arch	\$27.00 /FOOT	\$37.55 /FOOT	\$35.00 /FOOT	No Bid /FOOT
30" Arch	\$39.00 /FOOT	\$45.10 /FOOT	\$46.75 /FOOT	No Bid /FOOT
36" Arch	\$56.50 /FOOT	\$61.90 /FOOT	\$64.00 /FOOT	No Bid /FOOT
42" Arch	\$73.60 /FOOT	\$83.50 /FOOT	\$84.90 /FOOT	No Bid /FOOT
48" Arch	\$90.50 /FOOT	\$106.30 /FOOT	\$103.00 /FOOT	No Bid /FOOT

CONCRETE BLOCKS:

	Conway Block	2015 LOW BID
STANDARD WEIGHT CONCRETE BLOCKS (8"x8"x16")	\$1.45 /EA.	\$1.57 /EA.
RETAINING WALL BLOCKS(6"x16"x12")	\$5.36 /EA.	\$5.72 /EA.
RETAINING WALL BLOCKS(8"x18"x12")	\$5.50 /EA.	\$5.84 /EA.

CONCRETE WORK (MATERIALS FURNISHED BY CITY):

	WK Contractors	LASKER BROTHERS	2015 LOW BID
4" High x 2' Wide ROLL CURB & GUTTER	\$4.95 /FOOT	\$5.50 /FOOT	\$4.45 /FOOT
6"High x 1.5' Wide UPRIGHT CURB & GUTTER	\$4.95 /FOOT	\$6.00 /FOOT	\$4.95 /FOOT
6"High x 2' Wide UPRIGHT CURB & GUTTER	\$4.95 /S.F.	\$6.00 /S.F.	\$1.25 /S.F.
FORM POUR AND FINISH SIDEWALK	\$1.50 /S.F.	\$1.25 /S.F.	No Bid /S.F.
CONCRETE PAVEMENT REPAIR	\$10.00 /S.Y.	No Bid /S.Y.	NO BID /S.Y.
REMOVAL OF UNSUITABLE SUBGRADE	\$6.00 /C.Y.	NO BID /C.Y.	NO BID /C.Y.
PLACE AND SHAPE STONE BACKFILL	\$6.50 /C.Y.	NO BID /C.Y.	NO BID /C.Y.

PAVEMENT MARKING

	Ark. Line Marking	Time Striping
4" White Refl. Paint	\$0.50 /FOOT	\$0.20 /FOOT
4" Yellow Refl. Paint	\$0.50 /FOOT	\$0.20 /FOOT
6" White Refl. Paint	\$0.50 /FOOT	\$0.65 /FOOT
6" Yellow Refl. Paint	\$0.50 /FOOT	\$0.65 /FOOT
Min. Charge per Project	\$2,500.00 /Project	\$6,000.00 /Project

GASOLINE & DIESEL

	Coulson Oil	Heritage Petroleum, LLC	M.M. SATTERFIELD OIL	Retif Oil & Fuel	2015 LOW BID
REG. UNLEADED GAS - No Ethanol					
Posted Price 12-14-15	\$1.5598 /GAL.	\$2.0409 /GAL.	\$1.6437 /GAL.	\$1.6624 /GAL.	\$1.9503
BID AMOUNT FOR DELIVERY	\$0.1150 /GAL.	\$0.1199 /GAL.	\$0.1250 /GAL.	\$0.2500 /GAL.	\$0.0625
TOTAL BASED ON 12-14-15 Posted	\$1.6748 /GAL.	\$2.1608 /GAL.	\$1.7687 /GAL.	\$1.9124 /GAL.	\$2.0128
REG. UNLEADED GAS - 10% Max.Ethanol					
Posted Price 12-14-15	\$1.2287 /GAL.	\$1.3248 /GAL.	\$1.3229 /GAL.	\$1.3097 /GAL.	\$1.7532
BID AMOUNT FOR DELIVERY	\$0.1150 /GAL.	\$0.1199 /GAL.	\$0.1250 /GAL.	\$0.2500 /GAL.	\$0.0625
TOTAL BASED ON 12-14-15 Posted	\$1.3437 /GAL.	\$1.4447 /GAL.	\$1.4479 /GAL.	\$1.5597 /GAL.	\$1.8157
Diesel - 5% Max BioDiesel					
Posted Price 12-14-15	\$1.0800 /GAL.	\$1.1979 /GAL.	\$1.1105 /GAL.	\$1.1941 /GAL.	\$2.1461
BID AMOUNT FOR DELIVERY	\$0.1150 /GAL.	\$0.1199 /GAL.	\$0.1250 /GAL.	\$0.2500 /GAL.	\$0.0650
TOTAL BASED ON 12-14-15 Posted	\$1.1950 /GAL.	\$1.3178 /GAL.	\$1.2355 /GAL.	\$1.4441 /GAL.	\$2.2111



**City of Conway, Arkansas
Ordinance No. O-15- _____**

AN ORDINANCE APPROPRIATING GRANT FUNDS FOR THE SPENCER STREET BROWNFIELD CLEANUP PROJECT; AND FOR OTHER PURPOSES;

Whereas, grant funds in the amount of \$7,275.75 were received from the U.S. Environmental Protection Agency in support of the Spencer Street Brownfield Cleanup Project 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 grant funds in the amount of \$7,275.75 and appropriate said funds from Revenue Account (399-000-4200) to the Planning & Development Grant Account (399-105-5799).

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

PASSED this 22nd day of December, 2015.

Approved:

Mayor Tab Townsell

Attest:

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

This instrument prepared by:
 John B. Mayes, Esq.
 Blytheville, Arkansas 72315
(scrivener only)

When recorded return to:
 Ronald S. Melamed, Esq.
 Moore & Van Allen PLLC
 100 North Tryon, Suite 4700
 Charlotte, NC 28202

MUTUAL TERMINATION OF LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That by the mutual assent of the parties to that certain Lease Agreement (the "Lease") dated as of December 1, 1995, by and between the City of Conway, Arkansas, a municipal corporation, as Lessor, and Nucor Corporation, a Delaware corporation, as Lessee, and recorded in Deed Record Book Volume 615, Page 156, in the Office of the Circuit Court in and for Faulkner County, Arkansas, pertaining to the following lands lying in Faulkner County Arkansas, to-wit:

A part of the SE 1/4 of Section 19, and also a part of the NE 1/4 of Section 30, all in Township 5 North, Range 13 West, Faulkner County, Arkansas, more particularly described as beginning at the southeast corner of said SE 1/4, Section 19, Township 5 North, Range 13 West, thence north 88 degrees 56 minutes 42 seconds west along the south line of said SE 1/4, 232.20 feet to the point of beginning; thence south 22 degrees 08 minutes 22 seconds east 508.41 feet (deeded south 22 degrees 38 minutes 17 seconds east 504.82 feet) to a concrete monument; thence south 0 degree 09 minutes 15 seconds east parallel to the east line of the NE 1/4 NE 1/4, Section 30, 452.06 feet to the north line of a cemetery; thence along said north line north 89 degrees 22 minutes 58 seconds west 175.58 feet; thence south 5 degrees 14 minutes 37 seconds east 421.61 feet (deeded south 5 degrees 02 minutes 20 seconds east 412.01 feet) to a point 180.0 feet north 89 degrees 22 minutes 58 seconds west of the northeast corner of the SE 1/4 NE 1/4; thence south 0 degree 23 minutes 08 seconds west 210.0 feet; thence south 89 degrees 22 minutes 58 seconds east 180.0 feet to the east line of said SE 1/4 NE 1/4; thence south 0 degree 23 minutes 08 seconds west 1101.24 feet to the southeast corner of said SE 1/4 NE 1/4; thence north 89 degrees 22 minutes 58 seconds west along the south line of said SE 1/4 NE 1/4, 944.88 feet to the east right of way of Sturgis Road (60 foot right of way); thence along said right of way to a point north 16 degrees 10 minutes 07 seconds west 477.11 feet; thence to a point north 18 degrees 52 minutes 09 seconds west 95.58 feet; thence to a point north 26 degrees 13 minutes 00 second west 97.11 feet; thence to a point north 32 degrees 24 minutes 38 seconds west 95.77 feet; thence to a point north 36 degrees 52 minutes 07 seconds west 92.39 feet; thence to a point north 37 degrees 53 minutes 47 seconds west 669.81 feet to a point 357.05 feet north 89 degrees 22

minutes 58 seconds west of the northwest corner of said SE 1/4 NE 1/4; thence continue along said right of way to a point north 37 degrees 53 minutes 47 seconds west 352.20 feet (deeded north 37 degrees 45 minutes 00 seconds west) thence to a point north 29 degrees 07 minutes 29 seconds west 305.49 feet (deeded N-W 306.59) thence to a point north 20 degrees 05 minutes 45 seconds west 833.31 feet (deeded north 19 degrees 54 minutes 00 seconds west 833.31 feet) to the south line of Section 19; thence continue along said right of way to a point north 19 degrees 56 minutes 58 seconds west 622.61 feet (deeded north 18 degrees 59 minutes 30 seconds west 629.14 feet) thence to a point north 16 degrees 04 minutes 30 seconds west 273.78 feet; thence leaving said right of way north 89 degrees 30 minutes 00 seconds east 1206.65 feet (deeded north 89 degrees 30 minutes east 1207.08 feet) thence north 89 degrees 29 minutes 25 seconds east 405.31 feet (deeded north 89 degrees 42 minutes 00 second east 407.55 feet) thence south 0 degree 35 minutes 27 seconds west 850.73 feet (deeded south 0 degrees 47 minutes 25 seconds east 850.73 feet) thence south 88 degrees 56 minutes 42 seconds east 779.31 feet (deeded east 779.84 feet) to the point of beginning, containing 124.41 acres, more or less.

Less and except:

Being a part of the SE 1/4, NE 1/4 of Section 30, T-5-N, R-13-W, Faulkner County, Arkansas, described as beginning at the NE corner of said SE 1/4, NE 1/4; thence S-0-23-08-W along the East line of said SE 1/4, NE 1/4 210.0 feet to the point of beginning; thence continue along said East line S-0-23-08-W 121.0 feet; thence N-89-22-58-W, parallel to the North line of said SE 1/4, NE 1/4 180.0 feet; thence N-0-23-08-E 121.0 feet; thence S-89-22-58-E 180.0 feet to the point of beginning containing 0.50 acres, more or less.

effective as of the _____ day of _____, 2015, said Lease is terminated and is of no further force or effect.

[SIGNATURES ON ATTACHED PAGES]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the said City of Conway, Arkansas, a Municipal Corporation, has caused this agreement to be signed by Tab Townsell, the Mayor of the City of Conway, Arkansas, this ____ day of _____, 2015.

City of Conway, Arkansas,
a Municipal Corporation

Tab Townsell, Mayor

ATTEST:

Michael O. Garrett, City Clerk/Treasurer

ACKNOWLEDGEMENT

STATE OF ARKANSAS §
 § SS
COUNTY OF FAULKNER §

BE IT REMEMBERED, that on this day, before me the undersigned, a Notary Public duly commission, qualified and acting within and for the said County and State, personally appeared the within named Tab Townsell and Michael O. Garrett, to me personally well known, who stated that they are the mayor and city clerk/treasurer of the City of Conway, Arkansas, respectively, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of the City of Conway, Arkansas, and further stated and acknowledged that they have signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal on this ____ day of _____, 2015.

Notary Public

My Commission Expires:

[SIGNATURES CONTINUE ON ATTACHED PAGE]

IN WITNESS WHEREOF, the said Nucor Corporation, a Delaware corporation has caused this agreement to be signed by Michael D. Keller, its Vice President, this ____ day of _____, 2015.

Nucor Corporation,
a Delaware corporation

Michael D. Keller, Vice President

ACKNOWLEDGEMENT

STATE OF NORTH CAROLINA §
§ SS
COUNTY OF MECKLENBURG §

BE IT REMEMBERED, that on this day, before me the undersigned, a Notary Public duly commission, qualified and acting within and for the said County and State, personally appeared the within named Michael D. Keller, to me personally well known, who stated he is Vice President of Nucor Corporation, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of Nucor Corporation, and further stated and acknowledged that he has signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal on this ____ day of _____, 2015.

Notary Public

My Commission Expires:

REDEMPTION AGREEMENT AND WAIVER

THIS REDEMPTION AGREEMENT AND WAIVER (this "Agreement") is entered into as of this ____ day of December, 2015, by and among the **City of Conway, Arkansas**, a municipality under the laws of the State of Arkansas (the "City"), **Nucor Corporation**, a Delaware corporation (the "Company"), **Covent Corporation**, a Delaware corporation ("Covent"), and **The Bank of New York Mellon**, a New York state banking corporation (the "Trustee"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Indenture (as hereinafter defined).

WHEREAS, the City has issued and outstanding Industrial Development Revenue Bonds due December 1, 2025 (the "Bonds"), which have an aggregate principal balance of \$38,000,000;

WHEREAS, the Bonds were issued pursuant to that certain Trust Indenture dated as of December 1, 1995, between the City, as issuer, and the Trustee, as trustee (the "Indenture");

WHEREAS, the proceeds of the sale of the Bonds were used to finance the acquisition, construction and equipping of the Project, which the Company leases from the City pursuant to that certain Lease Agreement dated as of December 1, 1995 (the "Lease");

WHEREAS, the Company wishes to have the Bonds redeemed, and pursuant to the Lease has the right to cause such redemption;

WHEREAS, Section 302 of the Indenture provides that, among other things, the City must give the owners of the Bonds ("Owners") notice in writing of the call for redemption and the numbers, principal amounts and maturities of the Bonds being called and the date on which they will be called;

WHEREAS, Covent, as the sole Owner, desires to waive such notice requirement.

NOW THEREFORE, for and in consideration of the foregoing premises, the agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Bonds for Redemption. Pursuant to Article III of the Indenture, the City hereby calls for redemption all of the Bonds issued and outstanding, specifically:

- (a) Bond No. R-1 dated December 20, 1995, maturing December 1, 2025, in the principal amount of \$36,000,000; and
- (b) Bond No. R95-1 dated December 31, 1998, maturing December 1, 2025, in the principal amount of \$2,000,000.

2. Waiver of Notice Requirements. The Trustee, the City and Covent each hereby waives any requisite notice required for the redemption and deems this Agreement is sufficient to satisfy the terms and conditions to cause a full redemption of the Bonds as set forth in the Indenture.

3. Effectiveness. The parties hereto agree that the redemption shall occur at 9:00 a.m. CT one (1) business day after final execution of this Agreement (the "Effective Time"). As of the Effective Time, the Bonds will cease to bear interest and shall no longer be protected by the Indenture or be deemed to be outstanding under the provisions of the Indenture. Covent's rights, as Owner, shall be limited to receipt of the principal amount being redeemed plus accrued interest to the redemption date noted above. Promptly

after the Effective Time (but in any event within one (1) business day), Covent agrees that it will destroy the original Bond certificates and provide written notice of such destruction to the Issuer and the Trustee.

4. Direct Payment. The parties hereto acknowledge and agree that, notwithstanding anything to the contrary contained in the Indenture or any Bond, (a) the payment of principal of and interest on the Bonds shall be made directly by the Company to Covent at the Effective Time, and (b) no funds will be, or are required to be, deposited with the Trustee in connection with such redemption.

5. Direction and Indemnification. The Company hereby directs the Trustee to execute and deliver this Agreement and agrees to indemnify and hold harmless the Trustee pursuant to and in accordance with Section 8.6 of the Lease.

6. General Provisions.

(a) Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

(b) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arkansas.

(c) Counterparts; Facsimile. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. This Agreement may be executed by electronic or facsimile signatures of the parties hereto and shall be deemed to be originally signed signature pages for all purposes of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents effective as of the date first above written.

City: **THE CITY OF CONWAY, ARKANSAS**

By: _____
Name: Tab Townsell
Title: Mayor

Attest: _____
Its: City Clerk/Treasurer

Trustee: **THE BANK OF NEW YORK MELLON**

By: _____
Name:
Title:

Company: **NUCOR CORPORATION**

By: _____
Name: Michael D. Keller
Title: Vice President

Covent: **COVENT CORPORATION**

By: _____
Name: Michael D. Keller
Title: Vice President

This instrument prepared by:
John B. Mayes, Esq.
Blytheville, Arkansas 72315
(scrivener only)

When recorded return to:
Ronald S. Melamed, Esq.
Moore & Van Allen PLLC
100 North Tryon, Suite 4700
Charlotte, NC 28202

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS:

That the City of Conway, Arkansas, a Municipal Corporation (hereinafter “Grantor”), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto Nucor Corporation, a Delaware corporation (hereinafter, “Grantee”), and unto its successors and assigns, the following lands lying in Faulkner County Arkansas, to-wit:

A part of the SE 1/4 of Section 19, and also a part of the NE 1/4 of Section 30, all in Township 5 North, Range 13 West, Faulkner County, Arkansas, more particularly described as beginning at the southeast corner of said SE 1/4, Section 19, Township 5 North, Range 13 West, thence north 88 degrees 56 minutes 42 seconds west along the south line of said SE 1/4, 232.20 feet to the point of beginning; thence south 22 degrees 08 minutes 22 seconds east 508.41 feet (deeded south 22 degrees 38 minutes 17 seconds east 504.82 feet) to a concrete monument; thence south 0 degree 09 minutes 15 seconds east parallel to the east line of the NE 1/4 NE 1/4, Section 30, 452.06 feet to the north line of a cemetery; thence along said north line north 89 degrees 22 minutes 58 seconds west 175.58 feet; thence south 5 degrees 14 minutes 37 seconds east 421.61 feet (deeded south 5 degrees 02 minutes 20 seconds east 412.01 feet) to a point 180.0 feet north 89 degrees 22 minutes 58 seconds west of the northeast corner of the SE 1/4 NE 1/4; thence south 0 degree 23 minutes 08 seconds west 210.0 feet; thence south 89 degrees 22 minutes 58 seconds east 180.0 feet to the east line of said SE 1/4 NE 1/4; thence south 0 degree 23 minutes 08 seconds west 1101.24 feet to the southeast corner of said SE 1/4 NE 1/4; thence north 89 degrees 22 minutes 58 seconds west along the south line of said SE 1/4 NE 1/4, 944.88 feet to the east right of way of Sturgis Road (60 foot right of way); thence along said right of way to a point north 16 degrees 10 minutes 07 seconds west 477.11 feet; thence to a point north 18 degrees 52 minutes 09 seconds west 95.58 feet; thence to a point north 26 degrees 13 minutes 00 second west 97.11 feet; thence to a point north 32 degrees 24 minutes 38 seconds west 95.77 feet; thence to a point north 36 degrees 52 minutes 07 seconds west 92.39 feet; thence to a point north 37 degrees 53 minutes 47 seconds west 669.81 feet to a point 357.05 feet north 89 degrees 22

minutes 58 seconds west of the northwest corner of said SE 1/4 NE 1/4; thence continue along said right of way to a point north 37 degrees 53 minutes 47 seconds west 352.20 feet (deeded north 37 degrees 45 minutes 00 seconds west) thence to a point north 29 degrees 07 minutes 29 seconds west 305.49 feet (deeded N-W 306.59) thence to a point north 20 degrees 05 minutes 45 seconds west 833.31 feet (deeded north 19 degrees 54 minutes 00 seconds west 833.31 feet) to the south line of Section 19; thence continue along said right of way to a point north 19 degrees 56 minutes 58 seconds west 622.61 feet (deeded north 18 degrees 59 minutes 30 seconds west 629.14 feet) thence to a point north 16 degrees 04 minutes 30 seconds west 273.78 feet; thence leaving said right of way north 89 degrees 30 minutes 00 seconds east 1206.65 feet (deeded north 89 degrees 30 minutes east 1207.08 feet) thence north 89 degrees 29 minutes 25 seconds east 405.31 feet (deeded north 89 degrees 42 minutes 00 second east 407.55 feet) thence south 0 degree 35 minutes 27 seconds west 850.73 feet (deeded south 0 degrees 47 minutes 25 seconds east 850.73 feet) thence south 88 degrees 56 minutes 42 seconds east 779.31 feet (deeded east 779.84 feet) to the point of beginning, containing 124.41 acres, more or less.

Less and except:

Being a part of the SE 1/4, NE 1/4 of Section 30, T-5-N, R-13-W, Faulkner County, Arkansas, described as beginning at the NE corner of said SE 1/4, NE 1/4; thence S-0-23-08-W along the East line of said SE 1/4, NE 1/4 210.0 feet to the point of beginning; thence continue along said East line S-0-23-08-W 121.0 feet; thence N-89-22-58-W, parallel to the North line of said SE 1/4, NE 1/4 180.0 feet; thence N-0-23-08-E 121.0 feet; thence S-89-22-58-E 180.0 feet to the point of beginning containing 0.50 acres, more or less.

TO HAVE AND TO HOLD the same unto Grantee, and unto its successor and assigns forever, together all and singular the tenements, appurtenances and hereditaments thereunto belonging or in any wise appertaining.

And Grantor hereby covenants with Grantee that it will forever warrant and defend title to said lands and property against the lawful claims of any and all persons whomsoever subject to those liens and encumbrances to which title to said property was subject when conveyed to the Grantor, those liens and encumbrances created by Grantee or to the creation or suffering of which Grantee consented, and Permitted Encumbrances (as defined in the Lease Agreement dated as of December 1, 1995, by and between the Grantor, as Lessor, and Grantee, as Lessee, and recorded in Deed Record Book Volume 615, Page 156, in the Office of the Circuit Court in and for Faulkner County, Arkansas).

[SIGNATURE ON ATTACHED PAGE]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the said City of Conway, Arkansas, a Municipal Corporation, has caused this Warranty Deed to be signed by Tab Townsell, the Mayor of the City of Conway, Arkansas, this ____ day of _____, 2015.

City of Conway, Arkansas,
a Municipal Corporation

Tab Townsell, Mayor

ATTEST:

Michael O. Garrett, City Clerk/Treasurer

ACKNOWLEDGEMENT

STATE OF ARKANSAS §
 § SS
COUNTY OF FAULKNER §

BE IT REMEMBERED, that on this day, before me the undersigned, a Notary Public duly commission, qualified and acting within and for the said County and State, personally appeared the within named Tab Townsell and Michael O. Garrett, to me personally well known, who stated that they are the mayor and city clerk/treasurer of the City of Conway, Arkansas, respectively, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of the City of Conway, Arkansas, and further stated and acknowledged that they have signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal on this ____ day of _____, 2015.

Notary Public

My Commission Expires:



City of Conway, Arkansas
Resolution No. R-15-__

A RESOLUTION AUTHORIZING THE OFFICE OF THE CITY ATTORNEY TO ACT PURSUANT TO ARKANSAS CODE ANNOTATED §18-15-201 ET SEQ., AND OTHER STATE STATUTORY AUTHORITY TO SEEK CONDEMNATION BY EMINENT DOMAIN PROCEEDINGS OF CERTAIN PROPERTIES DESCRIBED HEREIN FOR THE PUBLIC PURPOSE OF CONSTRUCTING AND MAINTAINING STREET, ROAD AND BOULEVARD RIGHT OF WAY AND ALL NECESSARY AND PROPER EASEMENTS RELATED THERETO FOR THE CITY OF CONWAY'S 6th STREET I-40 OVERPASS AND AMITY/ELSINGER INTERSECTION PROJECT.

Whereas, the City of Conway, Arkansas, is a city of the First Class duly organized and existing as a municipal corporation under the laws of the State of Arkansas. The City of Conway ("the City") has its principal place of business within the borders of Faulkner County, Arkansas. Under Arkansas law, the City is empowered under Arkansas Code Annotated § 18-15-201, *et seq.*, and other statutory authority to condemn real property by eminent domain for the purposes of streets, parks, boulevards, and public buildings (among other lawful purposes); and

Whereas, as part of the planning, construction and maintenance of the City's right of way for the 6th Street I-40 Overpass and Amity/Elsinger Intersection Modifications ("the Project"), the City is in the process of planning and developing sufficiently wide and safe roads, streets, boulevards and necessary and proper rights of way within the statutory areas relative to the corporate limits of Conway as set out in A.C.A. § 18-15-201(a)(2), the City Council for the City of Conway has found and determined that it is necessary for public purposes to acquire the real properties described herein upon which to construct and maintain said roadway, street and utility easements. Being unable to reach an agreement and compromise as to the amount of just compensation to pay the landowner, it is now necessary for public purposes to acquire the real properties described herein upon which to construct and maintain said roadway and utility easements. Because the City has established a legitimate public purpose for said properties, it is empowered under A.C.A. §18-15-201 to seek condemnation through eminent domain of the properties as described herein and to properly compensate the owners of said lands pursuant to state law.

Whereas, to secure timely access to said real properties, however, it is necessary that eminent domain authority be declared, established, and exercised for the purpose of the construction, maintenance, and public use of the improved roadway, streets, boulevards, utilities, rights of way, and appropriate appurtenances developed thereto. As well and on behalf of the public, the City must continue ownership and control of the real property described herein, as necessary for the public purposes of continued maintenance, traffic control, safety, drainage and necessary and proper services throughout the affected areas and properties described herein.

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

Section 1: The City Council for the City of Conway hereby finds and determines that it is necessary for public purposes to acquire the real properties owned by certain landowners described herein upon which to construct and maintain said roadway, streets, boulevards and necessary easements. Being unable to reach an agreement and compromise as to the amount of just compensation to pay the respective landowners, it is necessary for public purposes to acquire the real properties owned by these landowners described herein upon which to construct and maintain said roadway, streets, boulevards, utilities and necessary easements. Because the City has established a legitimate public purpose for said properties, the City is empowered under A.C.A. §18-15-201 to seek condemnation through eminent domain of the properties described herein and to properly compensate the owners of said lands pursuant to state law.

Section 2: William Hogan and Chris Hogan own real estate upon and along the Project area which is needed for the Project, more particularly described below:

A parcel of land situated in the E ½, NE ¼ Section 7, Township 5 North, Range 13 West, City of Conway, Faulkner County, Arkansas more particularly described as follows:

Beginning at a point 600 feet East and 721.72 feet North of the Southwest Corner of said E ½, NE ¼ Section 7 thence North 234.00 Feet to the southerly Right of Way line of 8th Avenue; thence along said southerly Right of Way line S59°19'00E, 174.00 feet; thence South 250.00 feet; thence N54°59'49"W, 182.68 feet to the Point of Beginning and containing 0.83 acres more or less.

Together with the rights, easements and privileges in or to said lands that may be required for the full enjoyment of the right herein granted.

Section 3: To secure timely access to said real properties, however, it is necessary that eminent domain authority be declared, established, and exercised for the purpose of the construction, maintenance, and public use of the improved roadway, streets, boulevards, utilities, rights of way, necessary and proper easements and appropriate appurtenances developed thereto. As well and on behalf of the public, the City must continue ownership and control of the real property described herein, as necessary for the public purposes of continued maintenance, traffic control, safety and necessary and proper rights of way and easements throughout the affected areas and properties described herein.

Section 4: The Office of the City Attorney of the City is hereby authorized to act on behalf of the City and initiate statutory proceedings for eminent domain and condemnation of the lands described herein for the purposes stated herein, up to and including filing appropriate legal pleadings and process in those courts of law having jurisdiction over such process and proceedings.

PASSED this 22nd day of December, 2015.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Ordinance No. O-15-_____**

AN ORDINANCE APPROPRIATING FUNDS FOR THE PURCHASE OF A CCTV SYSTEM FOR THE MCGEE CENTER AND SPORTS CENTER; AND FOR OTHER PURPOSES

Whereas, the Conway City Council has previously approved the RFQ from Alarmtec Systems for installations, upgrades, maintenance and support for access control systems for the IT Department; and

Whereas, the Conway Parks and Recreation Department request approval to order like equipment based on the compatibility with the existing CCTV system currently operated by the City of Conway; and

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

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

Section 1. The City of Conway shall appropriate an amount of \$37,000.00 from Parks and Recreation A&P Fund Balance Appropriation (252-000-4900) to the Conway Parks Department Computer Equipment / Software Account (252-140-5930) for the equipment purchase.

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

PASSED this 22nd day of December 2015.

Approved:

Mayor Tab Townsell

Attest:

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



Steve Ibbotson
Director

Parks and Recreation

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

December 14, 2015

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

Re: CCTV System for McGee Center and Sports Center

Mayor:

Due to the escalating number of theft of property occurrences at both of our sports facilities we are requesting the installation of CCTV System at both the McGee Center and Sports Center located in the Don Owen Complex.

The IT Department did an RFQ for services and Alarmtec was chosen as the vendor for CCTV operations.

The IT Department will have to install some POE switches at an estimated cost of \$5,700.00.

We are requesting council approval for the CCTV system (\$30,900) and the POE switches (\$5,700). This project would utilize the Parks and Recreation A&P funds.

Sincerely,

Steve Ibbotson
Parks Director



December 11, 2015

Attn: Steve Ibbotson, Conway Parks and Recreation

Job: IP camera systems with NVR for the McGee Center and Don Owens

QUOTATION

AlarmTec Systems agrees to supply material and labor on the above-referenced quote to include the following. Quoted material is compatible with the existing CCTV system currently operated by the City of Conway per specifications.

All prices include tax.

QTY	
	<u>Total Project all buildings:\$ 30,900.00</u>
	<u>Don Owens</u>
1	2TB 16 channel ExacqVideo Server (Existing City Specs)
3	Exterior 3.0MP IP cameras with mounts (Existing City Specs)
3	Interior door 5.0MP IP camerasfor facial recognition (Existing City Specs)
10	Interior IP 3.0MP cameras (Existing City Specs)
16	Exacq Vision camera licenses (Existing City Specs)
1	Exacq Vision Enterprise license
1	Exacq Mobil App (Existing City Specs)
1 Lot	Cabling (Existing City Specs)
1 Lot	Programming & Testing
	<u>Total:\$ 15,4500.00</u>



QTY	
	<u>McGee Center</u>
1	2TB 16 channel ExacqVideo Server (Existing City Specs)
3	Exterior 3.0MP IP cameras with mounts (Existing City Specs)
3	Interior door 5.0MP IP cameras for facial recognition (Existing City Specs)
10	Interior IP 3.0MP cameras (Existing City Specs)
16	Exacq Vision camera licenses (Existing City Specs)
1	Exacq Vision Enterprise license
1	Exacq Mobil App (Existing City Specs)
1 Lot	Cabling (Existing City Specs)
1 Lot	Programming & Testing
1	2TB 16 channel Exacq Video Server (Existing City Specs)
3	Exterior 3.0MP IP cameras with mounts (Existing City Specs)
3	Interior door 5.0MP IP cameras for facial recognition (Existing City Specs)
	<u>Total:\$ 15,450.00</u>

--	--



CLARIFICATIONS and CONDITIONS

1. Alarmtec Systems shall supply all material and labor listed above.
2. The following items are not included in this quote and are the responsibility of the City of Conway to supply:

All POE switches
Network Connectivity
3. Alarmtec Systems will integrate the proposed system with the existing City of Conway CCTV VMS.
4. Pricing is firm for 60 days of quote.
5. Regulated by: Arkansas Board of Private Investigators
And Private Security Agencies
#1 State Police Plaza
Little Rock, AR 72209
(501)618-8600 AR License #E92-03
6. Maintenance agreements are available on all equipment.
7. Warranty is one year on all labor.
8. All equipment is Exacq Vision. Exacq Vision is the software currently used by the City of Conway and must match per City Specs.

Thank you for the opportunity,

Eric Freeling
Project Manager
AlarmTec Systems



**City of Conway, Arkansas
Ordinance No. O-15-___**

**AN ORDINANCE WAIVING BIDS & APPROPRIATING FUNDS IN CONJUNCTION WITH THE PURCHASE OF
ADDITIONAL FINANCIAL SOFTWARE AND SOFTWARE MAINTENANCE; DECLARING AN EMERGENCY; AND FOR
OTHER PURPOSES:**

Whereas, The City of Conway desires to purchase a new cloud based software package for which budgetary authority has not been provided; and

Whereas, The City of Conway has determined that OpenGov is best suited for City operations and will provide financial software that can help quickly analyze data that would be available to all levels of government and the public. The purchase of software will require the subsequent payment of an annual maintenance fee.

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 bids for Software and annual software maintenance services and shall enter into an agreement with OpenGov.com for said services at a total price not to exceed \$27,000. This is for a 36 month option (support and implementation).

Section 2. The Mayor is hereby authorized to enter into a purchase agreement and software support agreement with OpenGov.

Section 3. The City of Conway shall appropriate an amount not to exceed \$27,000 from the General Fund balance appropriation to 001.119.5420 Office Equipment Maintenance for software and software maintenance costs.

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 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 22nd day of December, 2015.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



**Greg Keeney | OpenGov.com
GKeeney@OpenGov.com | 650-492-7028**



OpenGov transforms government financial and non-financial performance data — often confined to static documents and spreadsheets that are unreadable to non-financial professionals — into intuitive, interactive intelligence for both internal government employees and citizens.

The OpenGov ROI

- Improved **spending power**
 - Better operational and performance intelligence for everyone who needs it (staff, department heads, elected officials, etc.)
 - Better budget decisions and process
 - Better understanding of current year and month budgets and actuals
 - Better insights from other governments around the world
 - Better financing terms
- Internal **efficiency**
 - Save time responding to FOIA and internal requests
 - Reduce staff interruptions
 - Streamline budget and comparisons processes
 - Improve internal and external collaboration
 - Automate data presentation & analysis
- Better citizen **engagement** and **transparency**
 - Engaging, interactive public reports
 - Ability to tell your whole story

Customers have told us they have achieved:

- 180 hours per year reduction in time spent producing internal reports
- Tens of thousands of dollars saved in time and consulting fees to do comparisons and benchmarks
- Millions of dollars saved due to better financing terms (bond ratings)
- 90% reduction in cost of maintaining external transparency sites
- 3x increase in online citizen engagement

The OpenGov Advantage

- Minimal training required
- Easy to use and understand, even for non-financial users
- Both internal data analysis and public transparency
- Web-based solution available anytime, anywhere (PC, tablet, smartphone).
- Visualize both financial and performance data
- Specialized for complex, multi-fund financial data
- Compatible with all financial systems
- Rapid implementation (launch within weeks)

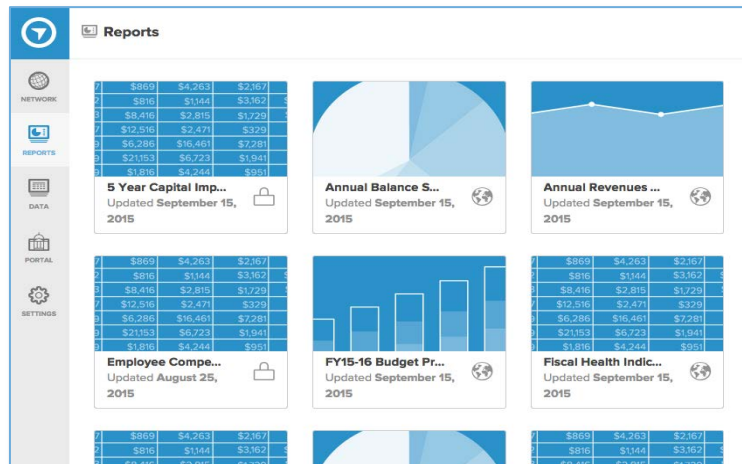
The OpenGov Platform

OpenGov Intelligence™

OpenGov Intelligence allows governments to easily create and share internal operational reports, combining financial and non-financial data from numerous sources to help governments manage to budget, keep department heads and legislators informed, and streamline important workflows from the budgeting process to long-term financial planning.

Tell your entire story

- Visualize any financial and performance data
- Upload and visualize data with no special training



Deliver data to the decision-makers

- Empower everyone (staff, city manager, elected officials, council members, etc.) to get the information they need
- Control your information – decide what to share with your team, or with the world. In a click.

OpenGov Comparisons™

OpenGov Comparisons gives government administrators insights into their own financial and vendor performance in comparison to other governments, and helps them collaborate with peers across the country, thus uncovering ways to be more efficient and save money.

The fastest answers to complex questions

- We automatically import financial and census figures
- On-demand and always available with the latest data
- Engage your organization with tools they can use– no training required



View the data from your perspective

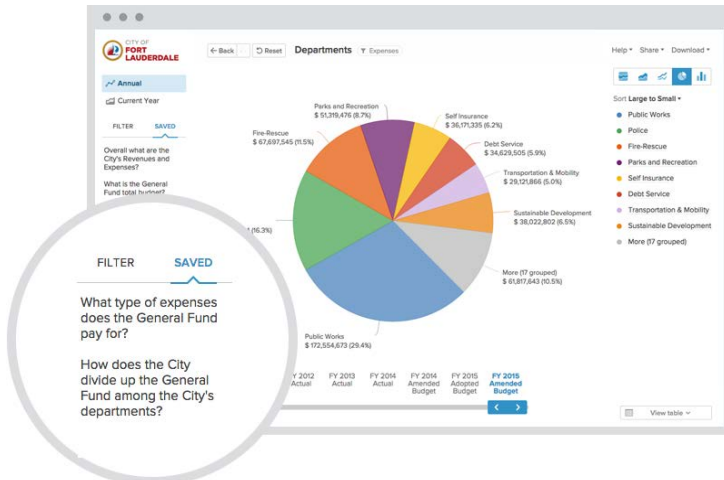
- Compare Apples-to-Apples
- No need to understand other's naming conventions

Stay focused on what matters

- Normalize as needed: per capita, per square mile, or view your expenditures/revenues as a % of total
- Visualize a single point in time, or view a 5+ year trend.

OpenGov Transparency™

OpenGov Transparency enables governments to engage constituents with interactive budget reports, detailed transaction data, and year-to-date actuals, improving transparency and information quality with very little effort. By making this information public, they are also receiving better financing terms on bonds and improving revenue collection.



Make budgeting more transparent

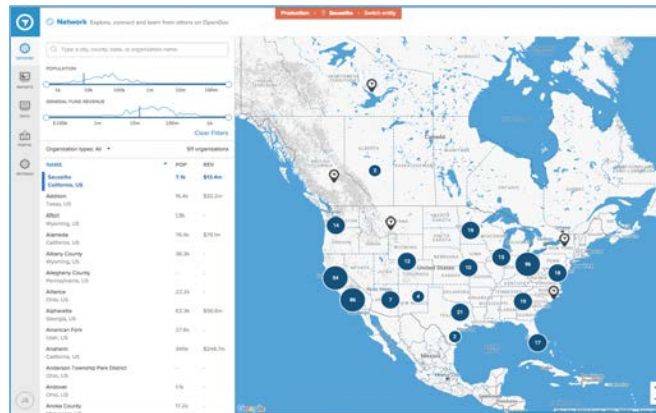
Allow citizens to track the annual budget process at every step.

Share financial and performance data

Unite nonfinancial and financial data to give citizens a holistic view. Share goals and performance measures from across the organization.

The OpenGov Network™

- 500+ Governments, School Districts, and Special Districts (and growing!)
- Flexible Search
 - Nearest Governments
 - Budget Size
 - Demographics
- Review Budgets, Actuals, and any other Public Reports

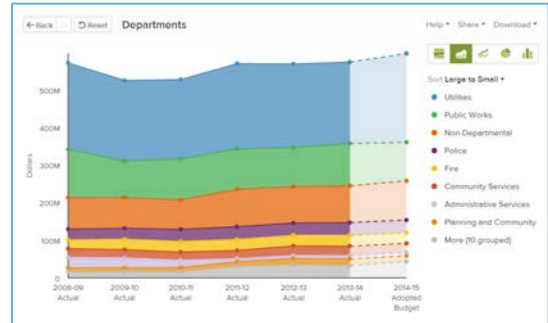


Sample Report Types

Annual GL Reports

“What is a 5-year trend on Overtime spending?”

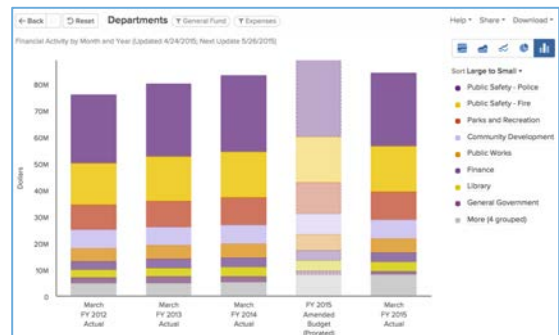
Annual Year allows users to evaluate ‘big picture’ trends, perform multi-year analysis, and communicate budget plans by visualizing expenses, revenues, or both concurrently. Data can be broken down by Fund, Department, Activity, Division, Program, Unit, Site, Resource, or even Revenue Type and Expense Type. This allows for analysis across multiple funds, all the way down to a single object in your Chart of Accounts.



Current Year GL Reports

“How am I performing compared to the Budget?”

Current Year allows users to evaluate monthly trends in the current fiscal year, perform multi-year comparative analysis, and communicate budget to actual variance for both expenses, and revenues. Data can be broken down by Fund, Department, Activity, Division, Program, Unit, Site, Resource, or even Revenue Type and Expense Type. This allows for analysis across multiple funds, all the way down to a single object in your Chart of Accounts. Department heads, directors, and council members can see how the expenses or revenues are trending against the budget through the most recent month.



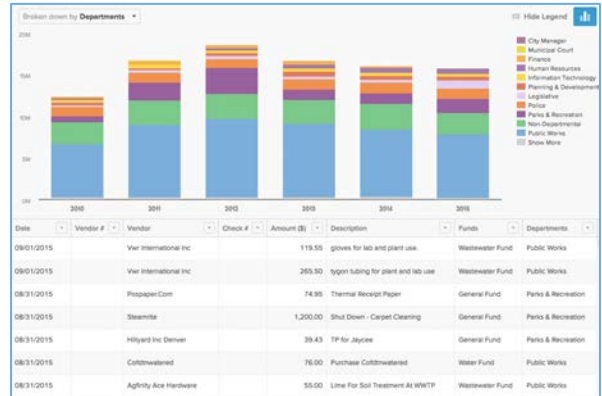
Automatically calculate **budget to actual** variance in both dollar amount and percentage.

Expand All	March FY 2013 Actual	March FY 2014 Actual	FY 2015 Amended Budget	March FY 2015 Actual	2014-15 Variance	2014-15 Variance
Public Safety - Police	\$ 27,243,427	\$ 28,691,308	\$ 28,779,037	\$ 27,515,394	\$ -1,263,643	-4.39%
Public Safety - Fire	16,848,495	17,371,940	17,241,482	17,199,290	-42,192	-0.24%
Parks and Recreation	9,825,962	10,287,506	11,835,219	10,588,935	-1,246,284	-10.53%
Community Development	6,837,516	7,126,605	7,840,516	7,046,777	-793,739	-10.12%
Public Works	5,156,981	5,261,504	5,923,778	5,318,192	-605,586	-10.22%

Transactions / Open Checkbook Reports

“What have we spent with a vendor in the past 7 years?”

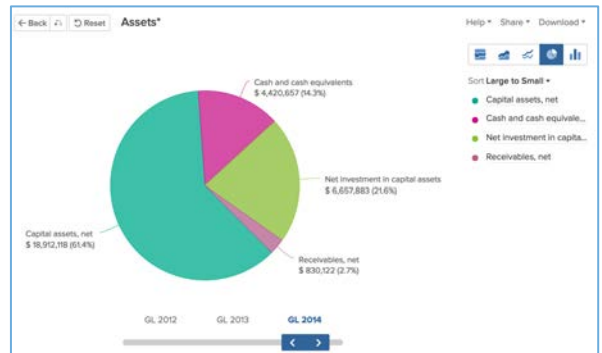
The Transactions report allows users to present and communicate every transaction used to facilitate government activities. Check registers, P-Card, revenues, collections, encumbrances, transfers, can all be tracked in a single filterable report. Filter millions of transactions by type, department, vendor, check date, invoice date – the possibilities are endless. Tie multiple systems of record into one place for a comprehensive filterable database. OpenGov doesn't care if your data comes from 10 sources, it can all be housed in a single location!



Balance Sheet Reports

“What is our Fund Balance/Cash Balance through June?”

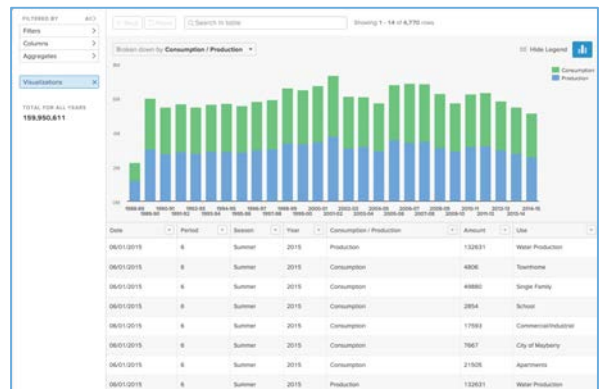
Balance sheet visualizes the municipalities Assets, Liabilities, and Equities. This allows you to easily provide updates on your cash and investments to the state or auditors. It also allows you to easily visualize the balances in each of your Funds. The biggest advantage, like all of our reports, is the functionality to filter and dynamically drilldown through your own balance-sheet instead of flipping through a pdf document.



Performance / Non-Financial Reports

“How are non-financial operations performing against goals and objectives?”

Visualize any non-financial data (e.g., 311 response times, utilities reports, crime rates, pet adoptions, etc.) using advanced tabular reports and visualizations.



Pricing

Package	Report Type	Price
OpenGov Intelligence	<ul style="list-style-type: none"> - Annual - Current Year - Budget Milestones - Balance Sheet - Check Register/Transactions - Unlimited Users - Unlimited Reports 	\$9,000
Implementation	-One-time Set-up fee (non-recurring)	\$2,500
Support/Maintenance	<ul style="list-style-type: none"> - Hosting - Maintenance - Training - Existing feature updates - Dedicated support - Data Customization 	\$0
Total 1 st Year Implementation is non-recurring. Subsequent years will not be billed implementation fee. Year-to year contract. Price guaranteed for three years.	Package & Support – \$9,000 annually Implementation (One-time) – \$2,500	\$11,500
24 Month Option (7.5% Discount)	Package & Support - \$17,100 Implementation (One-time) - \$2,500	\$19,600
36 Month Option (10% Discount)	Package & Support - \$24,300 Implementation (One-time) - \$2,500	\$26,800

- Payment is requested 30 days after the invoice is received
- The invoice is delivered 45 days after the effective date
- Payments can be made in equal annual installments

OPENGOV, INC. SOFTWARE AGREEMENT



OpenGov, Inc.
955 Charter Street
Redwood City, CA 94063
United States

Created Date: 12/10/15
Expiration Date: 12/31/15

Prepared By: Greg Keeney
Phone: 650-492-7028
Email: gkeeney@opengov.com
Contract Dates: Effective: 12/22/15
Ends on: 12/22/18

Customer Information

Contact Name: Tab Townsell
Phone: 501 472 8600
Email: mayor@cityofconway.org
Bill To Name: The City of Conway, AR
Bill To: 1201 Oak St
Conway, Arkansas 72032
United States

Order Details

Description: OpenGov Intelligence™ allows customers to easily create and share internal operational reports, combining unlimited financial (e.g., general ledger, chart of accounts, current year and month spending, transactions, and balance sheet) and non-financial data (performance metrics, operational data, census data, custom financial projections, etc.) from numerous sources to help governments make better financial decisions and operate more efficiently.

Fees

Table with 5 columns: Product, Quantity, Sales Price, Discount, Total Price. Rows include OpenGov Intelligence – Annual Subscription and OpenGov Intelligence – Implementation Fee.

Billing Frequency: Annual Installments
Total Price \$26,800
*Implementation fee waived if completed by 12/31/15

Welcome to OpenGov! Thanks for using our software. This Software Agreement ("Agreement") is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date.

Signature

Customer

OpenGov, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Terms and Conditions

Appendix A

OpenGov Terms and Conditions

1. SOFTWARE SERVICES

1.1 Subject to the terms and conditions of these OpenGov Terms and Conditions (the "Agreement"), OpenGov will use commercially reasonable efforts to perform the software services (the "Software Services") identified in the applicable Software Agreement entered into by OpenGov and Customer ("Software Agreement").

1.2 Customer understands that OpenGov's performance depends on Customer timely providing OpenGov with a copy of the Customer's chart of accounts in .csv or .xls format. In addition, Customer agrees to provide OpenGov with five or more years of general ledger data, also in .csv or .xls format, including budget data for the current year and actual expense and revenue data for past years. Any dates or time periods relevant to OpenGov's performance will be extended appropriately and equitably to reflect any delays caused by Customer's failure to timely deliver any such materials. OpenGov shall not be liable for any delays in performance under this Agreement resulting from Customer's failure to meet these obligations.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 This is a contract for access to the Software Services and Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Software Services, documentation or data related to the Software Services, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Software Services; or copy, rent, lease, distribute, assign, sell, or otherwise commercially exploit, transfer, or encumber rights to the Software Services; or remove any proprietary notices.

2.2 Customer will use the Software Services only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions).

2.3 Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access or otherwise use the Software Services and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent.

3. OWNERSHIP. OpenGov retains all right, title, and interest in the Software Services and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein.

4. CONFIDENTIALITY. Each party (the "Receiving Party") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all documentation relating to the Software Services. "Confidential Information" does not include "Public Data," which is data that the Customer has previously released or would be required to release according to applicable federal, state, or local public records laws. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the receiving party; (ii) was rightfully received by the receiving party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information.

OPENGOV, INC. SOFTWARE AGREEMENT

Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5. DATA LICENSE. Customer grants OpenGov a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information submitted by Customer to OpenGov for the development of new software or the provision of the Software Services.

6. PAYMENT OF FEES. The fees for the Software Services ("Fees") are set forth in the applicable Software Agreement. Customer shall pay all Fees within thirty (30) days after the date of OpenGov's invoice (which OpenGov typically sends 45 days after the Effective Date).

7. TERM & TERMINATION

7.1 Subject to compliance with all terms and conditions, the term of this Agreement shall be from the Effective Date and shall continue until the End date specified on page one (1) of the Agreement. The Customer will be billed according to the Billing Frequency as specified above. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement immediately upon notice.

7.2 Upon termination, Customer will pay in full for all Software Services performed up to and including the effective date of termination. Upon any termination of this Agreement: (a) all Software Services provided to Customer hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

7.3 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

8. WARRANTY AND DISCLAIMER

8.1 OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Software Services shall be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards.

8.2 Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data provided to OpenGov for use in and in connection with this Agreement, or possesses the necessary authorization thereto; and (iii) OpenGov's use of such materials in connection with the Software Services will not violate the rights of any third party.

8.3 OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE

OPENGOV, INC. SOFTWARE AGREEMENT

SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

10. MISCELLANEOUS. Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable Software Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to OpenGov). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the Software Agreement) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Arkansas without regard to its conflict of laws provisions.



City of Conway, Arkansas

Ordinance No. O-15- ____

AN ORDINANCE ADOPTING A BUDGET FOR THE CITY OF CONWAY, ARKANSAS, FOR THE FISCAL YEAR JANUARY 1, 2016 THROUGH DECEMBER 31, 2016, AND PROVIDING THAT THE AMOUNTS STATED IN THE BUDGET DOCUMENT AS ADOPTED EXPENDITURES SHALL BECOME APPROPRIATED FOR THE VARIOUS FUNCTIONS AND ACTIVITIES SPECIFIED IN SAID BUDGET DOCUMENT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES:

Whereas, the Mayor of the City of Conway has submitted to the City Council a budget for the fiscal year 2016.

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

Section 1. A Budget for the fiscal year 2016 for the City of Conway, Arkansas; providing a total appropriation for the following funds:

	<u>Revenue</u>	<u>Expenditures</u>
General	\$31,199,500	\$30,695,385
Street	5,564,520	5,564,520
Sanitation	9,430,000	9,380,089
Airport	916,750	899,300
Parks and Rec Ad Val	23,300	-0-
Animal Welfare Ad Val	11,750	-0-
Spay & Neuter Program	45,000	40,000
Court Automation	92,500	58,500
Conway Corp Franchise Fee	600,000	540,000
A&P Parks and Recreation	2,807,500	140,000
Pay as You Go Sales Tax (Street & Police)	3,207,000	3,207,000
Street Impact	303,000	-0-
Parks Impact	151,400	-0-
Bonded Debt Service	3,378,051	3,378,051
Non Uniform Pension	<u>2,093,400</u>	<u>1,548,600</u>
Total Budget	\$59,823,671	\$55,451,445

Section 2. From the effective date of the budget, to wit: January 1, 2016, the several amounts as stated therein as adopted expenditures shall be and are hereby appropriated for the several purposes, functions and activities within the various departments, offices and agencies specified therein.

Section 3. The Mayor is directed to cause the proper accounting entries to be made in the books and records of the City so as to reflect the appropriations for the aforesaid fiscal year,

and he is further directed to file a certified copy of the adopted budget for the fiscal year with the City Clerk of the City of Conway, Arkansas.

Section 4. For those funds in which budgeted expenditures exceed revenues, City Council authorizes that Fund Balance (unrestricted reserves) will be utilized to pay for actual expenditures during the year that are in excess of actual revenues.

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

Section 6. 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 22nd day of December, 2015.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer