

Mayor Bart Castleberry
Clerk/Treasurer Michael O. Garrett
City Attorney Chuck Clawson



City Council Members

Ward 1 Position 1 – Andy Hawkins
Ward 1 Position 2 – David Grimes
Ward 2 Position 1 – Wesley Pruitt
Ward 2 Position 2 – Shelley Mehl
Ward 3 Position 1 – Mark Ledbetter
Ward 3 Position 2 – Mary Smith
Ward 4 Position 1 – Theodore Jones Jr.
Ward 4 Position 2 – Shelia Isby

Tuesday, January 22nd, 2019 City Council Agenda

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

<u>5:30pm:</u>	City Hall Remodel Walkthrough @ <i>1111 Main Street</i>
<u>6:00pm:</u>	Discussion of Boards & Commissions
<u>6:30pm:</u>	City Council Meeting
<u>Call to Order:</u>	Bart Castleberry, Mayor
<u>Roll Call:</u>	Michael O. Garrett, Clerk/Treasurer
<u>Minutes Approval:</u>	January 8 th , 2019
<u>Monthly Financial Report:</u>	December 31, 2018

Report of Standing Committees:

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

1. Consideration to approve the nomination of Patricia Blencowe to the Conway Housing Authority Board.
2. Resolution requesting the Faulkner County Title Collector place a certified lien on property located at 2137 Poplar as a result of incurred expenses by the City.
3. Ordinance amending O-18-56 to clarify the subdivision regulations for intersections and alignment.
4. Consideration to approve annual bids for materials and services for the Transportation Department.
5. Ordinance appropriating funds and approving professional services for intersection improvements for the Transportation Department.

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

1. Ordinance appropriating grants funds received from Arkansas Parks & Tourism for the Parks & Recreation Department.
2. Ordinance appropriating funds for the bike share program with Zagster for the Parks & Recreation Department.
3. Consideration to enter into an (amended) donation and easement agreement with Southridge Properties for the Parks & Recreation Department.
4. Consideration to approve the proposal for youth sports uniforms for the Parks & Recreation Department.

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

1. Ordinance accepting and appropriating grant funds for the Animal Welfare Unit.

D. Finance

1. Ordinance appropriating fiscal year 2018 funds for administrative overages.

E. New Business

1. Consideration to approve a warranty deed for Arkansas Blue Cross/Blue Shield (USABLE Corporation) for property located at 600 LedgeLawn Drive.

Adjournment



City of Conway, Arkansas
Monthly Financial Reports
December 31, 2018

City of Conway
 Monthly Financial Report - General Fund
 For the month ended December 31, 2018



Revenues	Budget	Month	Year to	Encumbered	(Over)/Under	%
		Activity	Date		Budget	Expend/Collect
Ad Valorem Tax	3,900,000	(288,844)	4,036,564		(136,564)	104%
Payments in Lieu of Tax	20,000	3,223	21,864		(1,864)	109%
State Tax Turnback	930,000	190,331	933,146		(3,146)	100%
Insurance Tax Turnback - LOPFI	1,300,000	-	1,330,511		(30,511)	102%
Sales Tax	19,000,000	1,622,435	19,821,210		(821,210)	104%
Beverage Tax	400,000	-	471,074		(71,074)	118%
Franchise Fees	3,279,000	506,494	3,523,997		(244,997)	107%
Permits	400,500	68,614	520,766		(120,266)	130%
ACIEA Revenues	2,500	6,563	9,669		(7,169)	387%
Dog Tags & Fees	30,000	2,820	27,687		2,313	92%
Municipal Court Fines and Fees	1,059,000	193,843	1,007,213		51,787	95%
Law Enforcement	879,075	125,738	1,015,039		(135,964)	115%
Federal Grant Revenues	-	-	2,500		(2,500)	-
Parks	595,467	35,900	716,366		(120,899)	120%
Interest Income	52,500	21,316	205,190		(152,690)	391%
Proceeds from Sale of Assets	1,011,811	415	1,123,456		(111,646)	111%
Insurance Proceeds	64,966	1,000	73,506		(8,540)	113%
Donations	30,444	-	13,688		16,757	45%
Act 833 Revenue	90,000	24,069	102,212		(12,212)	114%
Miscellaneous Revenues	305,857	20,260	316,283		(10,426)	103%
Transfers from Other Funds	3,723,000	-	3,687,750		35,250	99%
Total Revenues	37,074,120	2,534,177	38,959,692	-	(1,885,572)	105%
Expenditures						
Admin (Mayor, HR)	4,801,729	86,214	4,781,950	596	19,183	100%
Finance	426,017	25,113	435,830	-	(9,813)	102%
City Clerk/Treasurer	142,322	11,803	139,527	-	2,795	98%
City Council	104,782	7,016	82,883	-	21,899	79%
Planning	442,896	35,036	404,678	1,928	36,290	91%
Physical Plant	547,599	45,496	496,319	4,792	46,489	91%
Information Technology	1,047,123	94,165	920,548	62,044	64,531	88%
Permits and Inspections	711,018	80,100	687,430	-	23,588	97%
Nondepartmental	634,562	19,342	663,133	4,652	(33,223)	105%
Police	12,110,259	993,815	12,041,090	58,567	10,602	99%
CEOC	1,491,905	113,011	1,364,544	711	126,650	91%
Animal Welfare	531,370	67,160	496,644	7,807	26,919	93%
Municipal District Court	914,414	77,837	924,833	57	(10,476)	101%
City Attorney	519,395	40,538	475,248	101	44,045	92%
Fire	10,312,465	890,205	10,198,065	22,127	92,272	99%
Parks	3,083,052	280,716	2,968,962	7,507	106,584	96%
Total Expenditures	37,820,907	2,867,565	37,081,686	170,888	568,333	98%
Net Revenue/(Expense)	(746,787)		1,878,006			

*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
2018



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-18-21	2/13/18	Add a Tennis Manager position to Parks and Rec personnel	25,000
O-18-23	2/13/18	Upgrade to the 911 system	247,913
O-18-38	3/13/18	Renovation at the Emergency Operations Center	58,816
O-18-43	3/27/18	Down payment on a new Fire Dept pumper/rescue unit	260,000
O-18-72	6/26/18	Mid year health insurance premium increase	143,280
O-18-74	6/26/18	New non-uniform pension plan contributions	160,520
O-18-103	10/23/18	Replenish fuel budget for Police dept	46,000
O-18-104	10/23/18	Mold repairs at Police dept headquarters	23,162
O-18-106	11/13/18	Operation Shop Secure	50,000
O-18-114	11/27/18	Employee appreciation bonuses	164,650
			<u>164,650</u>
			<u>\$ 1,179,341</u>

City of Conway
 Balance Sheet - General Fund
 For the month ended December 31, 2018



Cash - Operating	6,373,398
Cash - Reserve	2,083,953
Petty Cash	715
Taxes Receivable	3,763,425
Accounts Receivable	4,745,253
Due from Other Funds	34,295
Due from Street	36,074
Due from Component Unit	208,892
Fleet Inventory	15,539
Fuel Inventory	30,105
General Inventory	585
<i>Assets</i>	<u>17,292,236</u>
Accounts Payable	313,776
Salaries Payable	231,665
Insurance and Benefits Payable	1,099
Held for Others - Performance Bonds	(20)
Held for Others - Crimestopper Reward	5,000
Event Deposits	1,430
Due to Other Funds	99,992
Deferred Revenue	4,045,623
<i>Liabilities</i>	<u>4,698,565</u>
Fund Balance - Committed to cash flow	2,000,000
Fund Balance - Committed to reserve	2,000,000
Fund Balance - Unassigned	8,593,670
<i>Fund Balance</i>	<u>12,593,670</u>
<i>Total Liabilities & Fund Balance</i>	<u>17,292,236</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Street Fund
 For the month ended December 31, 2018



	<u>Budget</u>	<u>Month Activity</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>(Over)/Under Budget</u>	<u>% Expend/Collect</u>
Revenues						
Ad Valorem Tax	1,500,000	250,660	1,504,347		(4,347)	100%
Payments in Lieu of Tax	8,000	-	-		8,000	0%
State Tax Turnback	2,683,474	435,134	2,637,702		45,772	98%
AHTD 1/2 Cent Sales Tax Turnback	1,100,000	234,688	1,357,214		(257,214)	123%
Severance Tax	75,000	29,210	148,901		(73,901)	199%
Sales Tax	270,000	22,733	277,731		(7,731)	103%
Federal Grant Revenues	-	-	47,369		(47,369)	-
Sign Permits	-	-	1,620		(1,620)	-
Engineering Fees	5,000	4,725	21,750		(16,750)	435%
Insurance Proceeds	-	18,500	18,500		(18,500)	-
Interest Income	40,000	11,530	107,369		(67,369)	268%
Miscellaneous Revenues	10,000	-	1,404		8,596	14%
Total Revenues	5,691,474	1,007,180	6,123,907	-	(432,433)	108%
Expenditures						
Personnel Costs	2,907,304	184,792	2,127,183	-	780,121	73%
Other Operating Costs	3,651,108	227,151	3,088,203	13,364	549,541	85%
Total Operating Costs	6,558,412	411,943	5,215,386	13,364	1,329,663	80%
Capital Outlay	501,416	-	557,726	38,783	(95,092)	111%
Total Expenditures	7,059,828	411,943	5,773,112	52,147	1,234,570	82%
Net Revenue/(Expense)	(1,368,354)		350,795			

*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
2018



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-18-02	1/9/18	Parkway St. parking lot improvements	169,945
O-18-72	6/26/18	Mid year health insurance premium increase	10,200
O-18-74	6/26/18	New non-uniform pension plan contributions	53,570
O-18-89	9/25/18	Engineering services for Bridge Grant Application	12,500
O-18-101	10/23/18	Gatlin Park pedestrian bridge	8,001
O-18-114	11/27/18	Employee appreciation bonuses	13,810
			<hr/>
			\$ 268,026
			<hr/>

City of Conway
 Balance Sheet - Street Fund
 For the month ended December 31, 2018



Cash - Operating	4,906,681
Taxes Receivable	52,733
Accounts Receivable	1,521,063
Due from Other Funds	60,247
<i>Assets</i>	<u>6,540,723</u>
Accounts Payable	91,602
Salaries Payable	17,412
Insurance and Benefits Payable	6,730
Due to Other Funds	1,688
Due to General	28,942
Deferred Revenue	1,375,073
<i>Liabilities</i>	<u>1,521,446</u>
<i>Fund Balance</i>	<u>5,019,276</u>
<i>Total Liabilities & Fund Balance</i>	<u>6,540,723</u>

*All figures are unaudited

City of Conway
 Monthly Financial Report - Sanitation
 For the month ended December 31, 2018



	<u>Budget</u>	<u>Month Activity</u>	<u>Year to Date</u>	<u>Encumbered</u>	<u>(Over)/Under Budget</u>	<u>% Expend/Collect</u>
Revenues						
Sanitation Fees	8,750,000	806,199	9,196,882		(446,882)	105%
Proceeds - Recycled Materials	540,000	53,811	508,501		31,499	94%
Landfill Fees - General	200,000	9,850	184,950		15,050	92%
Interest Income	70,000	32,239	391,345		(321,345)	559%
Proceeds from Sale of Assets	-	465	41,047		(41,047)	-
Miscellaneous Revenues	-	15	(128)		128	-
Transfers from Other Funds	-	-	7,378		(7,378)	-
Total Revenues	9,560,000	902,579	10,329,991	-	(769,991)	108%
Expenditures						
Personnel Costs	4,492,097	344,408	4,023,599	-	468,498	90%
Other Operating Costs	<u>3,608,263</u>	<u>433,714</u>	<u>5,792,965</u>	<u>53,451</u>	<u>(2,238,153)</u>	<u>161%</u>
Total Operating Costs	8,100,360	778,122	9,816,564	53,451	(1,769,655)	121%
Capital Outlay	<u>3,760,905</u>	<u>197,692</u>	<u>1,390,844</u>	<u>984,086</u>	<u>1,385,975</u>	<u>37%</u>
Total Expenditures	11,861,265	975,814	11,207,408	1,037,537	(383,680)	94%
Net Revenue/(Expense)	(2,301,265)		<u><u>(877,417)</u></u>			

*All figures are unaudited

Notes:

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

City of Conway
Sanitation Fund
2018



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-18-72	6/26/18	Mid year health insurance premium increase	26,880
O-18-74	6/26/18	New non-uniform pension plan contributions	88,380
O-18-114	11/27/18	Employee appreciation bonuses	35,100
			<u>\$ 150,360</u>

City of Conway
 Balance Sheet - Sanitation
 For the month ended December 31, 2018



Cash - Operating	7,400,934
Petty Cash	200
Post Closure Cash Account	5,805,873
Accounts Receivable	(1,140)
Due from Other Funds	(537)
Due from Component Unit	789,483
General Inventory	2,122
Land & Buildings	2,377,422
Infrastructure	997,112
Machinery and Equipment	4,336,266
Vehicles	383,386
Deferred Outflows of Resources	1,454,446
<i>Assets</i>	<u>23,545,567</u>
Accounts Payable	41,361
Salaries Payable	40,356
Insurance and Benefits Payable	15,751
Compensated Absences	168,607
Net Pension Obligation	9,286,388
Deferred Inflows of Resources	637,180
Due to Other Funds	10,886
Landfill Close/Post Close	8,524,931
<i>Liabilities</i>	<u>18,725,460</u>
<i>Net Assets</i>	<u>4,736,635</u>
<i>Total Liabilities and Net Assets</i>	<u>23,462,095</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 December 31, 2018



	<u>Budget</u>	<u>Month</u> <u>Activity</u>	<u>Year to</u> <u>Date</u>	<u>Encumbered</u>	<u>(Over)/Under</u> <u>Budget</u>	<u>%</u> <u>Expend/Collect</u>
Revenues						
Sales Tax	13,000	1,590	17,295		(4,295)	133%
Airport Fuel Sales	821,500	57,855	705,007		116,493	86%
T-Hangar Rent	118,000	4,380	104,164		13,836	88%
Community Hangar Rent	25,000	2,450	22,200		2,800	89%
Ground Leases	125,000	2,500	118,590		6,411	95%
Proceeds from Sale of Assets	-	-	1,375		(1,375)	-
Miscellaneous Revenues	13,000	600	6,395		6,605	49%
Total Revenues	1,115,500	69,375	975,026	-	140,474	87%
Expenditures						
Personnel Costs	279,668	22,748	263,756	-	15,912	94%
Fuel for Resale	596,500	34,771	586,090	-	10,410	98%
Other Operating Costs	173,534	20,496	145,853	515	27,166	84%
Total Operating Costs	1,049,702	78,015	995,698	515	53,489	95%
Capital Outlay	98,905	-	78,695	-	20,210	0%
Total Expenditures	1,148,607	78,015	1,074,394	515	73,699	94%
Net Revenue/(Expense)	(33,107)		<u>(99,368)</u>			

*All figures are unaudited

Notes:

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

City of Conway
Airport Fund
2018



Fund Balance Appropriations

<u>Ordinance</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
O-18-15	2/13/18	Reimburse levee district for Lollie herbicide spraying	7,000
O-18-16	2/13/18	Purchase a celiometer for the AWOS	35,405
O-18-26	2/27/18	Purchase additional radio equipment	4,100
O-18-44	4/24/18	Purchase an aircraft tug	29,500
O-18-72	6/26/18	Mid year health insurance premium increase	1,560
O-18-74	6/26/18	New non-uniform pension plan contributions	5,462
O-18-83	8/28/18	Purchase a new self service fuel terminal	17,000
O-18-114	11/27/18	Employee appreciation bonuses	2,050
			<u>\$ 102,077</u>

City of Conway
 Balance Sheet - Airport
 For the month ended December 31, 2018



Cash - Operating	191,427
Taxes Receivable	5,010
Accounts Receivable - Fuel Vendor	151,350
Due from Other Funds	733
Land	1,607,274
Buildings	4,461,805
Machinery & Equipment	850,107
Vehicles	12,797
Infrastructure	24,866,349
Construction in Progress	52,066
<i>Assets</i>	<u>32,198,919</u>
Accounts Payable	10,842
Salaries Payable	2,826
Insurance and Benefits Payable	2,212
Compensated Absences	5,127
Due to General	944
<i>Liabilities</i>	<u>21,952</u>
<i>Fund Balance</i>	32,176,968
<i>Total Liabilities & Fund Balance</i>	<u>32,198,919</u>

*All figures are unaudited

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

City of Conway
Monthly Financial Report - Major Project Funds
For the month ended December 31, 2018



Parks and Rec A&P Tax

Balance, 11/30/18	976,641
Receipts	382,420
Payments	(294,419)
Balance, 12/31/18	\$ 1,064,641

Pay as you go Sales Tax

Balance, 11/30/18	2,079,648
Receipts	823,169
Payments	(826,208)
Balance, 12/31/18	\$ 2,076,609

Street Impact Fees

Balance, 11/30/18	1,149,506
Receipts	43,481
Payments	(21,905)
Balance, 12/31/18	\$ 1,171,082

Parks Impact Fees

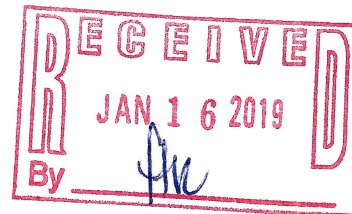
Balance, 11/30/18	638,810
Receipts	12,516
Payments	-
Balance, 12/31/18	\$ 651,327



Housing Authority of the City of Conway

MARY ANN BOYD
Executive Director

January 15, 2019



Honorable Mayor Bart Castleberry & City Council
City of Conway
1201 Oak Street
Conway, AR 72032

Dear Mayor and City Council Members:

The term of Patricia Blencowe as a commissioner on the Board of the Housing Authority of the City of Conway, expires today.

At the Annual meeting held January 14, 2019 the Board voted to recommend that Ms. Blencowe be reappointed for another five year term beginning January 15, 2019. Ms. Blencowe is also a resident of Conway Housing Authority. The Board requests the approval of the City Council as to this appointment.

Sincerely,

A handwritten signature in blue ink that reads "Mary A Boyd".

Mary A Boyd
Executive Director

MB:sg



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

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

Whereas, in accordance with Ark. Code Ann. § 14-54-901, the City of Conway has corrected conditions existing on **2137 Poplar** within the City of Conway and is entitled to compensation pursuant to Ark. Code § 14-54-904: and

Whereas, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount **\$176.28** (\$132.98 + Penalty \$13.30 + filing fee \$30.00) to be thereafter certified to the Faulkner County Tax Collector; and

Whereas, a hearing for the purpose of determine such lien has been set for **January 22, 2019** in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as is necessary.

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

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

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

ADOPTED this 22nd day of January, 2019.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer

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



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

MEMO:

To: Mayor Bart Castleberry
CC: City Council Members

From: Missy Schrag
Date: January 15, 2019

Re: 2137 Poplar CE18-0284

- November 16, 2018 – a Door Hanger Notice for appliance/furniture was left on the premises by Austin Sullivan.
- Property was rechecked on 11/26/2018 & Warning Violation was written regarding appliance/furniture by Austin Sullivan.
- Property Owner is listed as 8 Dragons Properties Inc.
- Property was rechecked on 12/3/2018 with no progress made.
- Certified and regular letters were mailed 12/4/2018 to address on file and a notice was left by post office.
- Property was rechecked on 12/11/2018 with no action taken.
- Final Cleanup completed on 12/12/2018.
- Certified and regular letters were sent including date, time & place of the City Council meeting.

Please advise should you have any concerns or questions.

City of Conway
Code Enforcement

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



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

December 13, 2018

Parcel # 710-04770-000

8 DRAGONS PROPERTIES INC
127 AUDUBON DR STE C165
MAUMELLE, AR 72113

RE: Nuisance Abatement at 2137 Poplar, Conway AR
Cost of Clean-Up, Amount Due: \$132.98

To whom it may concern:

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

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

At its **January 22, 2019 Meeting**, 6:30 p.m. located at 810 Parkway Street, the City Council will conduct a public hearing on three items:

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

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

Respectfully,

Missy Lovelady

INVOICE

City of Conway
Code Enforcement

DATE: JANUARY 17, 2019

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

TO 8 DRAGONS PROPERTIES INC
127 AUDUBON DR STE C165
MAUMELLE, AR 72113

Description: Mowing/Clean-up/Admin Fees
associated with the nuisance abatement at
2137 Poplar Conway Arkansas

CODE ENFORCEMENT OFFICER	PARCEL NUMBER	PAYMENT TERMS	DUE DATE
Austin Sullivan	710-04770-000		January 22, 2018

HOURS	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	1 Employee -Mowing/Cleanup	19.79	19.79
1	1 Employee -Mowing/Cleanup	20.34	20.34
	Sanitation ticket #657741	32.74	32.74
1	Administrative Fee (Code Enforcement)	20.49	20.49
1	Administrative Fee (Code Officer)	17.46	17.46
1	Administrative Fee (Physical Plant)	10.94	10.94
2	Certified Letter	5.13	10.26
2	Regular letter	.48	.96

- Total amount due after January 22, 2019 includes collection penalty & filing fees

TOTAL	\$132.98
TOTAL WITH PENALTY & FILING FEES	\$176.28

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

**Conway Code Enforcement
Incident Report**

Date of Violation: November 16 2018

Violator Name: 8 Dragon Properties Inc.

Address of Violation: 2137 Poplar

Violation Type: Appliances/Furniture

Warning #: CE18-0284

Description of Violation and Actions Taken: On 11/16/18 Code Enforcement Officer Austin Sullivan issued a Door Hanger Notice for appliances/furniture. On 11/26/18 a Warning Violation was written regarding appliances/furniture. Property was rechecked on 12/3/2018 with no progress made. Certified and Regular letters were mailed 12/4/18. Property was rechecked on 12/11/18 with no progress made. Final cleanup was completed on 12/12/18.

Code Enforcement Officer: Austin Sullivan

Officer Signature: _____

Date:

Time:



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

AN ORDINANCE AMENDING ORDINANCE O-18-56, CLARIFYING THE SUBDIVISION REGULATIONS FOR INTERSECTIONS AND ALIGNMENT; AND FOR OTHER PURPOSES

Whereas, Ordinance O-18-56 amended the Subdivision Regulations Ordinance O-00-03 to comply with the updated Master Street Plan and for other purposes including changes to the design standards for intersections and alignment; and

Whereas, it is desirable to provide clarification of the changes to the design standards for intersections and alignment specifying required radius to provide for adequate right-of-way.

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

Section 1. Article IV. GENERAL DESIGN PRINCIPLES, SECTION 5. SUBDIVISION DESIGN STANDARDS, A. Streets (10) Intersections and Alignment, paragraph d. of the Subdivision Regulations, City of Conway, Arkansas, as adopted by Ordinance O-00-03 on January 25, 2000, shall be deleted and replaced as follows:

“d. Property line corners at 4-way intersections of two (2) collector or arterial streets meeting at ninety (90) degrees shall be rounded with a radius of at least one hundred (100) feet to provide adequate right-of-way. Property line corners at all other ninety (90) degree intersections shall be rounded with a radius of at least twenty-eight (28) feet. For intersections meeting at angles other than ninety (90) degrees, the design radii must be approved by the City Engineer.”

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

PASSED this 22nd day of January 2019.

Approved:

Mayor Bart Castleberry

Attest:

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

MEMO

City of Conway, Arkansas
 Jamie Brice, Procurement Manager
 1201 Oak Street
 Conway, AR 72032
www.cityofconway.org

To: Mayor Bart Castleberry and City of Conway Council
CC: Finley Vinson
From: Jamie Brice
Date: January 18, 2019
Re: Transportation Department Annual Bids

On January 8th, 2019 at 10:00 a.m. bids were opened for annual materials and services for the Conway Transportation Department.

The Conway Transportation and Procurement Departments would like to recommend award of these bids to the low bidders as summarized below and shown on the attached bid tabulations.

2019-01 Gravel - Rogers Group

2019-03 Concrete Pipe – Concrete Circular Pipe - Forterra and Scurlock

2019-04 Concrete Work - Evatt Construction Company, Inc.

2019-05 Ready Mix – Mallard Ready Mix

2019-06 Gasoline and Diesel – M.M. Satterfield Oil Co.

If the winning bidder is unable to produce the material or service within the time frame specified, or at the quality required in the bid documents, the bidder with the next lowest price will be chosen.

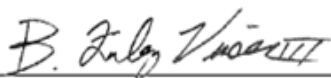
Some projects require multiple low bidders to perform similar services and/or provide similar materials. We would like to request approval from Council for the City Engineer to approve the most reasonable bidder for these projects.

Sincerely,

Jamie Brice
 Procurement Manager
 City of Conway

Department Head Acknowledgement

Name: B. Finley Vinson, PE, PTOE, LEED AP

Signature: 

Date: 1/14/19



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

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

Number of Bids Received -
 Opened by: Jamie Brice

Bid Number: 2019- 01 – Annual Bid_Gravel
 Bid Opening Date: Tuesday, January 8th, 2019

Bidder's Name	Aggregate Base Course (Plant Location)	Aggregate Base Course (Delivered)	Ballast Stone	Stone Backfill	Riprap
Rogers Group	10.22/Ton	14.35/Ton	16.09/Ton	16.09/Ton	22.29/Ton
Green Dream International	9.90/Ton	17.06/Ton	NA	23.89/Ton	NA



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

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

Number of Bids Received - 2
 Opened by: Jamie Brice

Bid Number: 2019-03 – Annual Bid Concrete Pipe Concrete Circular Pipe
 Bid Opening Date: Tuesday, January 8th, 2019 @ 10:00 A.M.

Bidder's Name	12"	15"	18"	24"	30"	36"	42"	48"
Forterra Pipe & Precast – Circular	9.92	11.31	14.54	23.10	32.46	47.25	57.27	74.76
Forterra Pipe & Precast – Arch or Elliptical		20.52	23.62	32.91	39.57	55.77	72.15	91.85
Scurlock Industries – Circular	9.50	11.25	12.75	19.75	28	38.75	55.5	65.5
Scurlock Industries – Arch or Elliptical		NA	19	28	40.25	58	75	92.50

Bid approved by City Council on

For additional information regarding this bid; please contact Finley Vinson @ finley.vinson@cityofconway.org or 501.450.6165.



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

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

Number of Bids Received -

Opened by: Jamie Brice

Bid Number: 2019-05 – Annual Bid Ready Mix (Delivered) Concrete
Bid Opening Date: Tuesday, January 8th, 2019

Bidder's Name	Class A Concrete	Class S Concrete	1% Calcium
Mallard Ready Mix	103.66	110.21	5.45



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

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

Number of Bids Received -

Opened by: Jamie Brice

Bid Number: 2019-06 – Annual Bid Gasoline & Diesel
 Bid Opening Date: Tuesday, January 8th, 2019 @ 10:00am



Bidder's Name	Regular Unleaded (87) No Ethanol Amount added by Bidder	Regular Unleaded (87) No Ethanol Total Estimated Amount	Regular Unleaded (87) 10% Max Ethanol Amount added by Bidder	Regular Unleaded (87) 10% Max Ethanol Total Estimated Amount	Diesel Fuel Amount added by Bidder	Diesel Fuel Total Estimated Amount
Coulson Oil Company Inc.	.07	1.5159	.07	1.3766	.07	1.8233
M.M. Satterfield Oil Co.	.0675	1.5134	.0675	1.3741	.0675	1.8208
Mansfield Oil Company	.1269	1.5702	.1269	1.4153	.1269	1.7839



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

AN ORDINANCE APPROPRIATING FUNDS AND APPROVING PROFESSIONAL SERVICES FOR INTERSECTION IMPROVEMENT FOR THE CITY OF CONWAY TRANSPORTATION DEPARTMENT; AND FOR OTHER PURPOSES

Whereas, the City of Conway Transportation Department would like to enter into an agreement for professional services with McClelland Consulting Engineers, Inc. to provide a detailed intersection traffic study; and

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

Whereas, McClelland Consulting Engineers, Inc. submitted a Statement of Qualifications to provide Engineering Services when annual Statement of Qualifications were collected for Engineering Services and is qualified to provide professional services for this project; and

Whereas, The City of Conway Transportation Department would like the following intersections to be studied:

- College & Farris
- Tyler & Salem
- Salem & Irby, Inc. Warrant Analysis
- Prince & Country Club
- College & Prince
- Prince & Hogan

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

Section 1. The City of Conway shall appropriate funds in the amount of \$35,000 from 651.201.4900 Street Impact Fee Fund Balance into the Street Impact Fee Projects account (651-201-5905).

Section 2. The City of Conway shall enter into an agreement with McClelland Consulting Engineers, Inc. for professional services for intersection improvements.

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

PASSED this 22nd day of January, 2019.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



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

**AN ORDINANCE APPROPRIATING GRANT FUNDS FOR THE LAUREL PARK SPLASH PAD; AND
FOR OTHER PURPOSES**

Whereas, the Conway City Council has received final reimbursement funds for the Laurel Park Splash Pad from the Arkansas Department of Parks & Tourism; and

Whereas, this project is being funded by the Conway Parks & Recreation A&P Funds; as well as an Arkansas Parks & Tourism Outdoor Recreation Grant. Project Number A-10753-18-FA.

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 \$51,501.31 from Parks and Recreation A&P Fund Grant Revenue Account (252-000-4200) to the Conway Parks Department Parks General CIP Account (252-140-5990) for reimbursement of the Laurel Park Splash Pad construction.

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

PASSED this 22nd day of January 2019.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer



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

**AN ORDINANCE APPROPRIATING FUNDS FOR THE BIKE SHARE PROGRAM WITH ZAGSTER; AND FOR
OTHER PURPOSES**

Whereas, the Conway City Council has approved the agreement with Zagster for the bike share program; and

Whereas, no funding was appropriated in our 2019 budget.

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

Section 1. The City of Conway shall appropriate an amount of \$36,000 from Parks and Recreation A&P Fund Balance Appropriation (252-000-4900) to the Conway Parks Department A&P Capital CIP Account (252-140-5990) for the final Zagster Bike Share Program payment.

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

PASSED this 22nd day of January 2019.

Approved:

Mayor Bart Castleberry

Attest:

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

**AMENDED AND RESTATED
DONATION and EASEMENT AGREEMENT**

This is a Donation Agreement (the "Donation Agreement") for certain real property located within the City of Conway, Arkansas ("Property"), dated and effective as of this ___ day of _____, 201__, between **Southridge Properties, LLC** ("Donor", "SVR") and **City of Conway, Arkansas, a City Government** ("Donee", "City").

RECITALS

Whereas the initial Donation and Easement Agreement ("Original Agreement") was entered into by Donor and Donee on the _____ day of _____, 2018; and

WHEREAS, the Original Agreement contained the incorrect title of the Donor; and

WHEREAS, the Recitals and the Terms of the Initial Agreement have not changed since the date of the Initial Agreement; and

WHEREAS, the Donor and the Donee continue to be willing to agree to the terms of the Initial Agreement;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

This Donation Agreement is made and entered into on the basis of the following facts and understandings of the parties hereto:

- A. Donor is the owner of the Property more particularly described on "Exhibit A".
- B. Donor has not constructed any improvements on the Property and as such the Property is presently unimproved. Donor has not occupied the Property for its own use.
- C. Donor is unwilling to make any representations or warranties whatsoever regarding the Property and Donor is only willing to grant Donee the Property on an "**as is, where is**" and "**with all faults**" basis.
- D. Donee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Property from Donor. Accordingly, Donee is willing to accept the Property from Donor without any representations or warranties whatsoever regarding the Property and on an "**as is, where is**" and "**with all faults**" basis.

A G R E E M E N T

1. DONATION.

- 1.1 **Closing Costs.** Donor shall pay all costs associated with the transfer of the Property, including but not limited to attorney's fees, agents fees and recording costs ("Closing Costs").
- 1.2 **Transfer.** Donor agrees to donate the Property to Donee and Donee agrees to accept the Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Property to Donee, Donee shall perform all of Donee's obligations hereunder set forth in Section 2.2 of this Donation Agreement.
- 1.3 **Title.** Title shall be transferred on the Closing Date via a quit claim deed or its equivalent.
- 1.4 **Further Assurances.** Donee and Donor agree to execute all instruments and documents and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Property and shall use their best efforts to close in a timely manner.
- 1.5 City **responsibilities.** The City has agreed to the following:
 - (a) The Property will be included in the calculation of density within the proposed SRV development.
 - (b) The City will provide SVR with a survey of the Property including the additional lands owned by SVR that are part of a future development by SVR.
 - (c) The City will not construct any pavilions on the Property in order to discourage the public from parking on SVR's remaining land.
 - (d) The City is aware that SVR may be proposing further construction by SVR of independent living units within the remaining property owned by SVR presently within the lands covered by the Conditional Use Permit. The applicable departments within the City have agreed to co-operate with SVR and to assist in ensuring any such application/proposed development would be in compliance with applicable zoning and ordinance requirements. All proposed developments would still be subject to approval the Planning Commission and/or Conway City Council.
 - (e) The City will provide SVR with a credit in the amount of the park impact fees. This credit shall be provided to SVR in accordance with the standard procedures of the City.
 - (f) The City or its successors shall convey no parallel rights to any person, utility, or corporation on, across, or under said Premises that is the subject of this Donation Agreement without the express written permission of Donor.

2. **ACKNOWLEDGMENTS, AND RELEASE.**

2.1 **DONEE'S ACKNOWLEDGMENTS.** DONEE ACKNOWLEDGES THAT DONEE IS ACCEPTING THE PROPERTY SOLELY IN RELIANCE ON DONEE'S OWN INVESTIGATION, AND THE PROPERTY IS IN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. DONEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENT OF DONOR HEREIN, AND EXCEPT AS OTHERWISE SPECIFIED HEREIN, DONOR MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO THE PROPERTY OR ANY MATTER RELATED THERETO, OR (WITHOUT LIMITATION) TO ANY OF THE FOLLOWING MATTERS:

- (a) Soils, Etc. Soils, seismic, hydrological, geological and topographical conditions and configurations.
- (b) Artifacts. Archeological, prehistoric and historic artifacts, remains and relics.
- (c) Endangered Species. Endangered plant, animal and insect species.
- (d) Hazardous Materials. Hazardous Materials and other environmental conditions, including without limitation, lead-based paint, asbestos and mold.
- (e) Physical Defects. Physical and mechanical defects in or on any Property, including without limitation, the plumbing, heating, air conditioning and electrical systems and the roof, floor, ceilings, walls and other internal structural components of any buildings or improvements.
- (f) Land and Floor Area. The area of the land and the square footage contained in any buildings or improvements.
- (g) Utilities, Schools, Etc. Availability of adequate utilities, water, schools, public access, and fire and police protection.
- (h) Assessment Districts. The status and nature of any assessment districts and the amount of any assessment liability.
- (i) Planning and Zoning. Present, past or future conformity of any Property with planning, building, zoning, subdivision and development statutes, ordinances, regulations and permits, the general plan and the specific plan.
- (j) Development Fees. The character and amount of any fee, charge or other consideration which must be paid by Donee to develop any Property.

- (k) Title. The condition of title to any Property, including but not limited to the existence of any easement, license or encroachment whether or not a matter of public record, and whether or not visible upon inspection of such Property.
- (l) Taxes. The status of any general or special real property taxes or assessments or personal property taxes or any other taxes and assessments applicable to the Property.
- (m) Other Matters. Any other matter relating to any Property or to the development or operation of any Property, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability and investment return.

2.2 **RELEASE.**

- (a) **RELEASE.** DONEE FULLY RELEASES AND DISCHARGES DONOR FROM AND RELINQUISHES ALL RIGHTS, CLAIMS AND ACTIONS THAT DONEE MAY HAVE OR ACQUIRE AGAINST DONOR WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION (A) ANY MATTER SET FORTH IN SECTION 2.1 ABOVE, (B) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT ANY PROPERTY (INCLUDING BUT NOT LIMITED TO ANY UNDISCOVERED HAZARDOUS MATERIALS LOCATED BENEATH THE SURFACE OF THE PROPERTY) AND (C) VIOLATIONS OF ANY HAZARDOUS MATERIALS LAWS PERTAINING TO THE PROPERTY OR THE ACTIVITIES THEREON. THIS RELEASE APPLIES TO ALL DESCRIBED RIGHTS, CLAIMS AND ACTIONS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PRESENT OR FUTURE. **MEANING.** FOR PURPOSES OF THIS SECTION 2.2, ALL REFERENCES TO "DONOR" SHALL INCLUDE: (A) DONOR'S PARENT, SUBSIDIARY AND AFFILIATE CORPORATIONS, (B) DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS, AND (C) THE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS OF DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS.
- (b) **EFFECTIVENESS.** THE PROVISIONS OF THIS SECTION 2 SHALL BE EFFECTIVE AS OF THE CLOSING DATE AND SHALL SURVIVE THE CLOSING DATE OR TERMINATION OF THIS DONATION AGREEMENT.
- (c) **EARTH WORK and EXCAVATION.** Donee shall be responsible for the cost of any and all work performed by the City of Conway to improve the Property. However, Donor has agreed to co-ordinate, to the best of their ability, the earth work and excavation in conjunction with the improvements to the remaining property of Southridge Properties and to

share in the cost of such earth work and excavation to the remaining property of Southridge Properties in an equal manner with Southridge Properties, LLC as a separate and distinct project.

3. CLOSING DATE. IF THE CLOSING DATE DOES NOT TIMELY OCCUR DUE TO THE DEFAULT OF DONEE, (A) DONEE SHALL HAVE NO FURTHER RIGHT TO RECEIVE THE PROPERTY AND (B) DONOR SHALL BE FREE TO DISPOSE OF THE PROPERTY IN ANY WAY IT SEES FIT.

4. EASEMENT.

4.1 Donor does hereby grant, bargain, and convey unto the City of Conway, Arkansas, a permanent non-exclusive rights-of-way and easements to construct, remove, reconstruct, enlarge, maintain, inspect, repair, and operate recreation facilities such as, but not limited to, multi-use trails, trailheads, etc. and appurtenances thereto, with right of ingress and egress to and from the same, on, over, across, and under the following described lands:

Legal Description - See Attached Exhibit "B "

4.2 A sketch of this grant is attached as Exhibit "C" and is to be considered as a part of this Recreation Easement grant document. It is understood that this sketch is descriptive only of the size, shape, and location of the easement and does not constitute a plat or survey of the Donors' property.

4.3 The Donor or their successors shall not cause to be constructed any buildings, structures, fences, or other improvements (other than driveways and paved parking areas) within the above described easements, and no trees shall be planted by Donor or their successors on said easement. Donor or their successors shall not be entitled to any compensation for fences, growing crops, or structures which may be removed or disturbed within this permanent easement by virtue of Donees' exercise of the rights under this agreement, unless agreed upon in writing among the Donor and Donee.

4.4 Notwithstanding anything to the contrary herein, Donor shall have the right to construct, maintain, repair and replace a driveway for pedestrian and vehicular ingress and egress from the remaining lands owned by Donor ("Donor's access") Donee shall take no action to prevent the Donor's enjoyment of Donor's access. Donee agrees, upon the construction of the Donor's access, to erect such appropriate and necessary devices and/or signage as are appropriate and necessary to secure the safety of the Recreation Easement.

4.5 Donee agrees to repair any damage to Donor's driveways, sidewalks, parking areas, lawn, or pastures that result from the exercise of rights and privileges contained within the easement and right of way and Temporary Construction Easement described herein. Said damages to driveways, sidewalks, parking areas, lawn, or pastures shall be restored by Donee as close as is reasonable to the original condition.

4.6 Donor may close the Recreation Easement granted to Donee for public uses in the event the landowner liability protection afforded by A.C.A §18-11-301 to §18-11-307 is repealed or altered in a manner which would materially increase Donors' liability, or the Donee elects not to provide reasonable insurance coverage or otherwise does not agree to hold Donor harmless against potential liability to public users of the Recreation Easement.

4.7 It is further understood that the Donor or his successors shall convey no parallel rights to any person, utility, or corporation on, across, or under said right of way/easement without the express written permission of Donee.

4.8 It is further understood that the Donee or its successors shall convey no parallel rights to any person, utility, or corporation on, across, or under said right of way/easement without the express written permission of Donor. All Easements listed above (including right of ways), other than the Temporary Construction Easement, shall be perpetual unto Donee, unless and until Donee formally abandons the Easements.

5. GENERAL PROVISIONS

5.1 **Successors and Assigns.** This Donation Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. Notwithstanding the foregoing, Donee may not transfer, assign or encumber Donee's rights under this Donation Agreement without Donor's prior written approval.

5.2 **Entire Agreement.** This Donation Agreement contains the entire agreement between the parties concerning the Donation and sale of the property, and supersedes all prior written or oral agreements between the parties to this Donation Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.

5.3 **Time of Essence.** Donor and Donee hereby acknowledge and agree that time is strictly of the essence with respect to each term and condition of this Donation Agreement and that the failure to timely perform any of the terms and conditions by either party shall constitute a breach and default under this Donation Agreement by the party failing to so perform.

5.4 **Partial Invalidity.** If any portion of this Donation Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Donation Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Donation Agreement.

5.5 **Governing Law.** The parties intend and agree that this Donation Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

- 5.6 **No Third Parties Benefits.** No person other than Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Donation Agreement.
- 5.7 **Waivers.** No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either party of the same or any other provision.
- 5.8 **Captions.** The captions and Section numbers of this Donation Agreement are for convenience and in no way define or limit the scope or intent of the Sections of this Donation Agreement.
- 5.9 **Counterparts.** To facilitate execution, this Donation Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.
- 5.10 **No Presumption.** All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Donation Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Donation Agreement would be construed or interpreted against the party causing the document to be drafted.
- 5.11 **Notices.** Any notices or other communication required or permitted under this Donation Agreement shall be in writing, and shall be (a) personally delivered, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) by overnight delivery by a reputable courier to the address of the party set forth in this Section or (d) telecopied to the Fax number of the party set forth in this Section. Such notice or communication shall be deemed given (i) if sent by personal delivery or by overnight courier, when delivered in person, (ii) if sent by telecopier, when evidence of successful transmission by telecopier has been received by sender or, (iii) in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the Donor:

Southridge Properties, LLC
Attn: Elizabeth Blankenship
P.O. Box 1017
Heber Springs, AR 72543

If to the Donee:

City of Conway
Attn: Chuck Clawson, City Attorney
1234 Main St
Conway, AR 72034

5.12 **Joint and Several.** If more than one person or entity has executed this Donation Agreement as Donee, the obligations of all such persons or entities hereunder shall be joint and several.

[Signatures on the next page]

DONOR:

SOUTHRIDGE PROPERTIES, LLC

By: Signature: _____

Print Name: _____

Title: _____

DONEE:

CITY OF CONWAY

By: Signature: _____

Print Name: _____

Title:

MEMO



To: Mayor Bart Castleberry and City of Conway Council
CC: Steve Ibbotson Felicia Rogers Jack Bell
From: Jamie Brice
Date: January 17, 2019
Re: City of Conway Parks and Recreation RFP – Youth Sports Uniforms

Proposals were received at 10:00 a.m. on Tuesday January 15, 2019 at Conway City Hall for Conway Parks and Recreation Youth Sports Uniforms.

A total of three (4) proposals were received:

Item	Average Number Used/Year	Southern								
		BSN	Imprint AR	Randy's	Tees	BSN	Imprint AR	Randy's	Southern Tees	
Hat	1200	\$ 7.50	\$ 7.60	\$ 7.35	\$ 7.10	\$ 9,000	\$ 9,120	\$ 8,820	\$ 8,520	
Youth Baseball Tee	1500	\$ 9.00	\$ 5.50	\$ 6.00	\$ 6.25	\$ 13,500	\$ 8,250	\$ 9,000	\$ 9,375	
Softball Tee	420	\$ 15.00	\$ 9.90	\$ 7.30	\$ 9.25	\$ 6,300	\$ 4,158	\$ 3,066	\$ 3,885	
Socks	1620	\$ 1.85	\$ 4.00	\$ 4.00	\$ 4.00	\$ 2,997	\$ 6,480	\$ 6,480	\$ 6,480	
Belts	1200	\$ 1.25	\$ 4.60	\$ 3.90	\$ 4.00	\$ 1,500	\$ 5,520	\$ 4,680	\$ 4,800	
Adult Shirt	400	\$ 9.00	\$ 5.50	\$ 5.50	\$ 6.25	\$ 3,600	\$ 2,200	\$ 2,200	\$ 2,500	
						\$ 36,897	\$ 35,728	\$ 34,246	\$ 35,560	

The City of Conway Parks and Recreation and Procurement Departments would like to recommend accepting Randy's Athletic Shop, Inc. Proposal.

Sincerely,

Jamie Brice
 Procurement Manager
 City of Conway

Department Head Acknowledgement

Name: Steve Ibbotson
 Signature: [Handwritten Signature]



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

AN ORDINANCE ACCEPTING AND APPROPRIATING GRANT FUNDS RECEIVED FROM ASPCA FOR THE CONWAY ANIMAL WELFARE UNIT; AND FOR OTHER PURPOSES

WHEREAS, the City of Conway has been awarded funds in the amount of \$2,900 through the American Society for Prevention of Cruelty to Animals (ASPCA) for a new chemical delivery system, chemicals, and accessories.

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

Section 1. The City of Conway shall accept all grant proceeds totaling \$2,900 and appropriate from 001.121.4752, Other Grant Revenue account into 001.127.5680, AWU Small Equipment/Tools accounts:

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

PASSED this 22nd day of January, 2019.

Approved:

Mayor Bart Castleberry

Attest:

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



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

**AN ORDINANCE APPROPRIATING FISCAL YEAR 2018 FUNDS FOR ADMINISTRATIVE OVERAGES;
AND FOR OTHER PURPOSES:**

Whereas, property taxes, insuring the Federal Building, and bond arbitrage preparation fees led to budget line item overages in 2018; and

Whereas, the City Council wishes to amend the 2018 budget to reflect these unanticipated outflows.

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

Section 1. The City of Conway shall appropriate funds in the amount of \$51,700 from the General Fund Balance Appropriation Account (001.119.4900) to expense accounts as follows:

Audit Fees (001.102.5210)	18,700
Legal Services (001.119.5220)	26,000
Insurance (001.119.5310)	7,000

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

PASSED this 22nd day of January, 2019.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT, the City of Conway, Arkansas, by and through its duly elected Mayor and City Clerk, ("Grantor"), for and in consideration of the sum of ONE HUNDRED DOLLARS (\$100) and other good and valuable consideration in hand paid to the undersigned USABLE Corporation ("Grantee,"), pursuant to the purchase option given to the Grantee in that Lease Agreement dated February 23, 2010 between the Grantor as Lessor and the Grantee as Lessee as reflected in that Memorandum of Lease recorded in the real estate records of Faulkner County, Arkansas as document no. 2010-3537, the receipt and sufficiency of such consideration being hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL, CONVEY and CONFIRM unto Grantee that certain real property being more particularly described on Exhibit "A," attached hereto and made a part hereof for all purposes, together with all improvements and fixtures situated thereon (collectively, the "Property"); SUBJECT TO all covenants, conditions, restrictions, easements, rights of way and other matters of record; applicable laws, ordinances, statutes, orders, requirements and regulations to which the Property is subject.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, hereditaments, and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, and Grantor hereby agrees to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or claim the same, or any part thereof, by, through, or under Grantor but not otherwise.

EXECUTED this _____ day of December, 2018.

GRANTOR:

THE CITY OF CONWAY, ARKANSAS

By _____
Mayor

ATTEST:

City Clerk

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

Agent or Grantee's Signature: _____

Grantee's Name and Address: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS)

ss.

COUNTY OF FAULKNER)

On this the ___ day of December, 2018, before me, the undersigned Notary Public, personally appeared _____ and _____, each known to me (or satisfactorily proven) to be the duly elected Mayor and City Clerk of Conway, Arkansas and being so authorized to do so, executed the within instrument by and on behalf of the City of Conway, Arkansas and acknowledged that they executed the same for the consideration and purposes therein contained.

IN WITNESS THEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:



WRIGHT LINDSEY JENNINGS

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John R. Tisdale
ATTORNEY

Direct: 501.212.1256 | jtisdale@wlj.com

December 4, 2018

Mr. Chuck Clawson
City Attorney
City of Conway
1234 Main Street
Conway, AR 72034

Re: Taxable Bond Issue for Arkansas Blue Cross/Blue Shield

Dear Mr. Clawson:

I enjoyed the opportunity to visit with you Monday concerning the status of title to real property. In February, 2010, the City of Conway issued a Taxable Bond for the benefit of Arkansas Blue Cross/Blue Shield and its parent US Able Corporation to enable it to acquire real property at 600 LedgeLawn Drive in Conway and to construct a data storage and processing facility on that site. As a part of that transaction, Arkansas Blue Cross/Blue Shield contracted to purchase from Conway Development Corporation a tract of land, the legal description for which is set forth on Exhibit A to this letter. The land was deeded to the City. The Bond, when issued by the City, was acquired by Centennial Bank. The City of Conway then leased the land and the building through US Able Corporation to its subsidiary, Arkansas Blue Cross/Blue Shield pursuant to a Lease Agreement and a Sublease Agreement. The Lease and Sublease called for Arkansas Blue Cross/Blue Shield to make lease payments to Centennial Bank over the term of the Bond in amounts necessary to pay the principal and interest on the Bond. US Able pledged all of its right, title and interest to the real property, the building and the Lease and Sublease to the bank as security for payment of the Bonds. Attached to this letter as Exhibit B is a copy of the Certificate of US Able as the shareholder for Arkansas Blue Cross/Blue Shield concerning this transaction and explaining the financing in the third "Whereas" paragraph of the Certificate.

The total amount borrowed under the Bond has been paid in full by US Able Corporation and Arkansas Blue Cross/Blue Shield. Pursuant to the terms of the Lease, US Able is given an option, a copy of which is attached as Exhibit C, to purchase the real property and improvements thereon for payment of \$100.00 to the City upon termination of the Lease.

Centennial Bank has executed and filed for record a release of the pledge and mortgage given by Arkansas Blue Cross/Blue Shield and US Able Corporation. A copy of that Release is attached as Exhibit D to this letter.

December 4, 2018

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Please accept this letter as notice from Arkansas Blue Cross/Blue Shield and USABLE Corporation that USABLE exercises its option under the Lease and Sublease to acquire the real property and the improvements thereon from the City of Conway for the purchase price of \$100.00. I enclose for you a draft of a Special Warranty Deed from the City of Conway to USABLE Corporation covering the real property which is the subject of the Lease. If this form of Special Warranty Deed meets with your approval, please let me know and we will deliver to you, on behalf of the City, the purchase price of \$100.00.

Cordially yours,

WRIGHT, LINDSEY & JENNINGS LLP


John R. Tisdale

JRT/tkw

Enclosures

cc: Mr. Henry Vogler
Mr. Ken Pearson