

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

Special City Council Meeting
Wednesday, October 16th, 2019 @ 12pm
City Hall Downstairs Conference Room – 1201 Oak Street, Conway, AR 72032

<u>12:00pm</u>	Special City Council Meeting
<u>Call to Order:</u>	Bart Castleberry, Mayor
<u>Roll Call:</u>	Michael O. Garrett, Clerk/Treasurer

Report of Standing Committees:

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

1. Resolution to approve the bid for the construction of the street and drainage improvements required to replace the Tyler Street Bridge over Tucker Creek for the Conway Transportation Department.
2. Ordinance appropriating asset forfeiture funds for the new training facility for the Conway Police Department.
3. Consideration to approve a sewer service agreement for Conway Corporation.

Adjournment



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

A RESOLUTION APPROVING A BID FOR CONSTRUCTION OF THE STREET AND DRAINAGE IMPROVEMENTS REQUIRED TO REPLACE THE TYLER STREET BRIDGE OVER TUCKER CREEK FOR THE CONWAY TRANSPORTATION DEPARTMENT; AND FOR OTHER PURPOSES

Whereas, the City of Conway Transportation Department solicited bids for the replacement of the bridge structure on Tyler Street over Tucker Creek; and

Whereas, three qualified bids were received and Township Builders, Inc. submitted the lowest qualified bid in the amount of \$675,590; and

Whereas, funds for this project have been budgeted for in the 2018 Sales and Use Fund 616-201-5905 Construction in Progress Account.

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

Section 1. The City of Conway shall accept the lowest qualified bid from Township Builders, Inc. in the amount of \$675,590.

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 All resolutions in conflict herewith are repealed to the extent of the conflict.

PASSED this 16th day of October 2019.

Approved:

Mayor Bart Castleberry

Attest:

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

BID TABULATION - Tyler Street Bridge Replacement
 RUSSELLVILLE, ARKANSAS
 10/15/2019

ITEM NO.	AHTD SPEC.	DESCRIPTION	QUANTITY	UNITS	BURKHALTER TECHNOLOGY, INC.		FUREIGH HEAVY CONSTRUCTION, LLC		MOBLEY CONTRACTORS, INC.		TOWNSHIP BUILDERS, INC.	
					UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1	201	SITE PREPARATION	1	LS	\$38,930.00	\$38,930.00	\$75,125.00	\$75,125.00	\$17,850.00	\$17,850.00	\$19,000.00	\$19,000.00
2	202	REMOVAL AND DISPOSAL OF EXISTING BRIDGE	1	LS	\$8,250.00	\$8,250.00	\$15,125.00	\$15,125.00	\$13,125.00	\$13,125.00	\$19,000.00	\$19,000.00
3	207	B-STONE	200	TN	\$30.00	\$6,000.00	\$54.40	\$10,880.00	\$31.50	\$6,300.00	\$40.00	\$8,000.00
4	210	UNCLASSIFIED EXCAVATION (PLAN QUANTITY)	350	CY	\$31.00	\$10,850.00	\$62.50	\$21,875.00	\$18.90	\$6,615.00	\$20.00	\$7,000.00
5	210	COMPACTED EMBANKMENT (PLAN QUANTITY)	250	CY	\$24.00	\$6,000.00	\$62.50	\$15,625.00	\$21.00	\$5,250.00	\$32.00	\$8,000.00
6	303	AGG. BASE COURSE (CLASS 7)	100	TN	\$64.00	\$6,400.00	\$35.00	\$3,500.00	\$31.50	\$3,150.00	\$43.00	\$4,300.00
7	406	ASPHALT CONCRETE HOT MIX BINDER COURSE	45	TN	\$150.00	\$6,750.00	\$164.00	\$7,380.00	\$141.75	\$6,378.75	\$290.00	\$13,050.00
8	407	ASPHALT CONCRETE HOT MIX SURFACE COURSE	100	TN	\$150.00	\$15,000.00	\$193.20	\$19,320.00	\$166.95	\$16,695.00	\$185.00	\$18,500.00
	412	COLD MILLING ASPHALT PAVEMENT (1.5" DEEP)	750	SY	\$15.00	\$11,250.00	\$9.50	\$7,125.00	\$8.19	\$6,142.50	\$22.00	\$16,500.00
9	505	P.C. CONCRETE DRIVEWAY REPAIR (6")	20	SY	\$80.00	\$1,600.00	\$85.10	\$1,702.00	\$173.19	\$3,463.80	\$85.00	\$1,700.00
10	601	MOBILIZATION	1	LS	\$1,500.00	\$1,500.00	\$5,625.00	\$5,625.00	\$38,363.67	\$38,363.67	\$33,000.00	\$33,000.00
11	603	MAINTENANCE OF TRAFFIC	1	LS	\$5,745.00	\$5,745.00	\$6,250.00	\$6,250.00	\$143,526.29	\$143,526.29	\$10,000.00	\$10,000.00
12	603/210	TEMPORARY DETOUR EARTHWORK	1	LS	\$24,750.00	\$24,750.00	\$14,066.30	\$14,066.30	\$12,600.00	\$12,600.00	\$17,000.00	\$17,000.00
13	603/303/407	TEMPORARY DETOUR PAVEMENT (ASPHALT AND BASE)	520	SY	\$35.00	\$18,200.00	\$43.80	\$22,776.00	\$43.84	\$22,796.80	\$45.00	\$23,400.00
14	603/303/407/202	REMOVAL AND DISPOSAL OF TEMPORARY DETOUR	1	LS	\$19,250.00	\$19,250.00	\$10,312.50	\$10,312.50	\$7,875.00	\$7,875.00	\$10,000.00	\$10,000.00
15	604	PRECAST CONCRETE BARRIER	200	LF	\$30.00	\$6,000.00	\$58.30	\$11,660.00	\$45.38	\$9,076.00	\$80.00	\$16,000.00
16	604	RELOCATING PRECAST CONCRETE BARRIER	175	LF	\$15.00	\$2,625.00	\$14.60	\$2,555.00	\$11.34	\$1,984.50	\$25.00	\$4,375.00
17	604	CONSTRUCTION SIGNS	140	SF	\$40.00	\$5,600.00	\$25.50	\$3,570.00	\$22.05	\$3,087.00	\$20.00	\$2,800.00
18	604	BARRICADES	60	LF	\$40.00	\$2,400.00	\$54.70	\$3,282.00	\$47.25	\$2,835.00	\$55.00	\$3,300.00
19	609	DROP INLETS (4' X 4')	2	EA	\$4,500.00	\$9,000.00	\$5,832.00	\$11,664.00	\$7,665.00	\$15,330.00	\$4,500.00	\$9,000.00
20	620	SEEDING	1	AC	\$1,500.00	\$1,500.00	\$1,822.50	\$1,822.50	\$2,100.00	\$2,100.00	\$2,400.00	\$2,400.00
21	620	WATER	200	MG	\$1.00	\$200.00	\$18.20	\$3,640.00	\$15.75	\$3,150.00	\$10.00	\$2,000.00
22	620	MULCH COVER	1	AC	\$1,500.00	\$1,500.00	\$1,822.50	\$1,822.50	\$1,575.00	\$1,575.00	\$300.00	\$300.00
23	621	SILT FENCE	250	LF	\$10.00	\$2,500.00	\$6.30	\$1,575.00	\$5.25	\$1,312.50	\$3.00	\$750.00
24	621	STABILIZED CONSTRUCTION ENTRANCE	2	EA	\$1,200.00	\$2,400.00	\$1,875.00	\$3,750.00	\$2,100.00	\$4,200.00	\$1,800.00	\$3,600.00
25	621	ROCK CHECK DAM	26	CY	\$150.00	\$3,900.00	\$65.00	\$1,690.00	\$89.25	\$2,320.50	\$50.00	\$1,300.00
26	621	CONCRETE WASHOUT	1	EA	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$6,245.67	\$6,245.67	\$500.00	\$500.00
27	624	SOLID SODDING (AS DIRECTED BY THE ENGINEER)	800	SY	\$6.00	\$4,800.00	\$4.90	\$3,920.00	\$4.20	\$3,360.00	\$5.00	\$4,000.00
28	628	TOPSOIL FURNISHED AND PLACED	75	CY	\$50.00	\$3,750.00	\$47.50	\$3,562.50	\$42.00	\$3,150.00	\$25.00	\$1,875.00
29	629	GABIONS	405	CY	\$146.00	\$59,130.00	\$206.30	\$83,551.50	\$110.25	\$44,651.25	\$120.00	\$48,600.00
30	634	CONCRETE CURB & GUTTER (6" X 1.5')	124	LF	\$30.00	\$3,720.00	\$36.50	\$4,526.00	\$51.47	\$6,382.28	\$30.00	\$3,720.00
31	635	CONSTRUCTION LAYOUT	1	LS	\$2,500.00	\$2,500.00	\$6,250.00	\$6,250.00	\$18,006.07	\$18,006.07	\$4,000.00	\$4,000.00
32	719	THERM PVMT MARK - YELLOW (4")	600	LF	\$3.00	\$1,800.00	\$3.00	\$1,800.00	\$10.50	\$6,300.00	\$2.50	\$1,500.00
33	802/804	TRIPLE 12" X 6' R.C. BOX CULVERT	72	LF	\$1,536.00	\$110,592.00	\$4,426.60	\$318,715.20	\$4,191.56	\$301,792.32	\$4,500.00	\$324,000.00
34	802/804	R.C. BOX CULVERT WINGWALLS	1	LS	\$28,000.00	\$28,000.00	\$46,460.00	\$46,460.00	\$72,225.31	\$72,225.31	\$30,000.00	\$30,000.00
35	604	CONSTRUCTION PAVEMENT MARKINGS	1560	LF	\$2.00	\$3,120.00	\$0.90	\$1,404.00	\$6.30	\$9,828.00	\$2.00	\$3,120.00
						\$436,512.00		\$755,107.00		\$829,043.21		\$675,590.00



Kurt Jones, P. E.
 Conway Transportation Department

10/15/2019
 Date



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

AN ORDINANCE APPROPRIATING ASSET FORFEITURE FUNDS TO THE CONWAY POLICE DEPARTMENT FOR THE TRAINING FACILITY; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

Whereas, the Conway Police Department needs approximately \$80,583.84 to complete the current project at the new training facility and;

Whereas, money in the Conway Police Department Asset Forfeiture account is allowed, by law, to be used for such purposes as these;

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 \$80,583.84 from the Fund Balance Account (250.000.4900) into the Asset Forfeiture Capital-CIP Building Improvements revenue account (250.121.5904).

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

Section 3. This ordinance is necessary for the protection of the public peace, health and safety; an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED this 16th day of October, 2019.

Approved:

Mayor Bart Castleberry

Attest:

Michael O. Garrett
City Clerk/Treasurer

SEWER AGREEMENT

THIS AGREEMENT is entered into this 8th day of October, 2019, between the City of Conway, a municipal corporation of Arkansas ("City"), acting on behalf of itself and Conway Corporation ("Conway Corporation"), and Habilitation Centers, LLC ("Owner"), the owner of record of the property described as follows:

Legal Description:

Lands lying in the NW 1/4, SW 1/4, of Section 15, Township 5 North, Range 13 West, Faulkner County, Arkansas. Beginning at a found 4 x 4 concrete monument which is also the Northeast corner of the NW 1/4, SW 1/4 of said Section 15; thence South 01 degrees 35 minutes 13 seconds West 1,348.62 feet to a point which is also on the North right of way of Brewer Road; thence continue along said right of way line North 86 degrees 41 minutes 50 seconds West 1,267.49 feet to a point which is also the East right of way of Skunk Hollow Road; thence continue along said East right of way North 01 degrees 27 minutes 19 seconds East 1,363.21 feet; thence leaving said right of way South 89 degrees 08 minutes 39 seconds East 1,271.11 feet, containing 39.485 acres more or less. (Described Easement Contained Within Parcel ID 001-07574-000, per Faulkner County Tax Assessor Records)

RECITALS

WHEREAS, Owner desires to receive sewer service from Conway Corporation to the Owner's property located outside the City limits which is not contiguous with the existing City limits, and

WHEREAS, the City and Conway Corporation is not required to extend sewer service to the Owner because the land is outside the present corporate boundaries of the City, and

WHEREAS, the City and Conway Corporation established a formal policy to support quality growth in the future by approving Ordinance O-19-55 which, in part, permits the extension of sewer service outside the City limits under certain limited circumstances, and

WHEREAS, the extension of sewer service outside the City limits requires at a minimum the payment of a special rate for these services and requires an agreement that the Owner petition to annex his Property to the City at a time deemed appropriate by the City, and

WHEREAS, once the Owner's Property is contiguous with the City it may under Arkansas law be annexed pursuant to a voluntary petition for annexation, although this procedure may be subject to a referendum vote under the appropriate circumstances, and

WHEREAS, the Owner understands that by executing this agreement for sewer service, Owner and all future owners of the Property agree to voluntarily petition the City for annexation and waive any right to avail themselves of the referendum voting procedure for annexation as provided by Arkansas law, and

WHEREAS, the Owner and the City and Conway Corporation are aware of all the conditions for the provision of sewer service under this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH WITHIN THIS AGREEMENT, IT IS AGREED BY THE PARTIES AS FOLLOWS:

Agreement: The terms and conditions set forth in this writing and any attachment to this writing.

City: The City of Conway, Arkansas, a municipal corporation and city of the first class duly organized under Arkansas law.

Default: The reasons for which this Agreement may be cancelled; these reasons are more fully described in Article III of this Agreement.

Owner: The owner of record of the property that is the subject of this Agreement which is more fully described above or in the legal description described herein.

Conway Corporation: The Conway Corporation, a municipality owned utility created by the City pursuant to Arkansas law.

Article II Consideration

Section 201: Term of the Agreement

The term of this Agreement shall be from the date of its execution to the end of the present calendar year. From that date the term shall automatically be from January 1 to December 31 of the same year. The Agreement shall automatically be renewed on a year to year basis and continue in full force and effect unless terminated by reason of default as set forth in Article III, or unless terminated by mutual written agreement of the parties. Neither party will unreasonably withhold its written consent to termination of this Agreement. Notwithstanding the provisions of this Section, nothing shall preclude termination of this Agreement because of Owner's failure to timely pay for sewer service as set forth below.

Section 202: Sewer Service Rates

Owner agrees to pay the rate, that is adopted by the City Council from the time to time, as established for sewer service outside the City limits. This charge is in addition to any costs Owner will incur to have connections made with existing sewer lines to obtain service to the Owner's property and Owner also agrees to comply with the terms and conditions of all other contracts with the Conway Corporation and to abide by all laws and ordinances pertaining to the use of sewer, as well as rules and regulations promulgated by the Conway Corporation or their respective staff.

Section 203: Agreement and rates only a precondition

Owner and the City agree that the execution of this Agreement is solely a precondition to the receipt by the Owner of sewer service while Owner's property is located outside the City limits. Entry into the Agreement by the City does not mean that Owner is excused from having to comply with other applicable City ordinances concerning building permits, zoning and subdivision approval and other City approvals required prior to the use of the property.

Section 204: Preannexation

In addition to the service rates and other matters set forth above, Owner agrees that upon written requests from the City to do so, Owner will execute for filing a petition to voluntarily annex Owner's property to the City. The City will make this request only if Owner's property is contiguous to the corporate boundaries of the City, or is part of a tract of several parcels of property that together are contiguous to the corporate boundaries of the City. This Agreement does not mandate the City to make this request.

Article III
Termination of the Agreement

Section 301: Termination of the Agreement

This Agreement may be terminated by the City or Conway Corporation upon its obtaining actual knowledge that Owner has committed an act of default as defined in Section 302, TERMINATION OF SEWER SERVICE MAY OCCUR AFTER NOTICE OF THE NATURE OF THE DEFAULT TO OWNER BY THE CITY OR CONWAY CORPORATION.

Section 302: Default

The following acts shall be deemed reasons to declare the Owner in default of this Agreement:

- (a) The owner fails to pay the costs incurred in providing sewer service connections to this property.
- (b) The Owner fails to pay in full any amounts due and owing for monthly sewer service. Disconnection of service under this Section will not occur unless Owner has received notice from the Conway Corporation.
- (c) The owner is involved in a voluntary or involuntary bankruptcy action or the property in question is involved in a foreclosure action, and the property is not listed as the Owner's homestead interest. It is further agreed that even if the property is listed as homestead in any of the aforementioned actions, the City reserves the right to petition the appropriate Court to approve its request to terminate services.
- (d) The Owner transfers his right, title and interest in the property to any other person and does not include as a part of that transfer actual notice of the terms and conditions of this Agreement and actual notice that the successor in interest is to be bound by the terms of conditions of this Agreement.
- (e) The Owner, or his successor in interest, refuses or resists filing a voluntary petition to annex the property to the City:
 - (i) Once the property becomes contiguous to the City limits, or
 - (ii) The property would become contiguous to the City limits as a part of voluntary annexation petition, and
 - (iii) The City has requested that a petition for voluntary annexation including the property be listed.

Article IV
Miscellaneous Provisions

Section 401: Bill of Assurance

The Owner and the City agree that to assure that the terms of this Agreement shall forever run with the land this Agreement will be filed of record by the City in the deed records of the Faulkner County Circuit Clerk. Further, the parties agree that the Bill of Assurance, attached as Exhibit A to this Agreement, which sets forth the covenant to annex, will also be filled with the Faulkner County Circuit Clerk.

Section 402 Reservation of Remedies

In addition to terminating this Agreement for the reasons set forth above, the City specifically reserves the right to pursue any other legal or equitable remedies to which it may be entitled as a result of Owner's default.

Section 403: Guaranty of Authority

The City warrants and guarantees that it has full authority to enter into this Agreement. The Owner warrants and represents that it has full authority to sign this Agreement on behalf of the entire property, and that it is, at present, the sole owner of the acreage that would be affected by a future annexation of this property. Further, Owner warrants that it has no knowledge of any actual or threatened legal action involving the Owner that could, in any way, affect his right and authority to enter this Agreement.

Section 404 Assignment of Agreement

This Agreement shall not be assigned to any other party in whole or in part, without the express written approval of the City. Failure to obtain the city council's express written approval shall be deemed another ground for declaring Owner in default and terminating this Agreement.

Section 405: Severability of Provisions

If any provision of this Agreement is ruled invalid by any court of final jurisdiction, the other terms and provisions of this Agreement shall remain in full force and effect. The invalidity of any provision shall not be ground, for terminating this agreement without the express written consent of the City.

Section 406: Modification of the Agreement

This Agreement may not be modified, altered or changed except by a writing signed by all of the parties to the Agreement of their duly authorized representatives or successors in interest, which shall be an attachment to this Agreement. Any oral expression or modification notwithstanding, the entire Agreement is contained within this document and the attachments hereto.

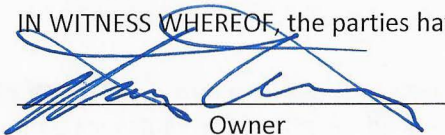
Section 407: Approval of City Council required

The terms and provisions of this Agreement are subject to the approval of the City of Conway City Council, as indicated below by the signature of the Mayor.

Section 408: Voluntary Agreement

Owner has read and understands the terms and conditions for service as set forth herein; Owner enters into this Agreement knowingly, voluntarily and without coercion on the part of the City of Conway or the Conway Corporation.

IN WITNESS WHEREOF, the parties have executed this Agreement.


Owner

Owner

By: _____
Mayor

Date: 10-8-19

Date: _____

CERTIFICATION

Conway Corporation certifies its willingness and ability to serve the Owner. Additional contracts with the Owner as referenced in Article II hereof shall not become effective until this Agreement is executed by the City of Conway. Existing agreements with Conway Corporation remain in full force and effect.

Conway Corporation

By: Bret A. Conway

ACKNOWLEDGEMENT STATE OF ARKANSAS

COUNTY OF Faulkner

On this day personally appeared before the undersigned, a Notary Public in and for the County and State aforesaid, duly qualified and acting Habilitation Centers LLC to me well known to be the person(s) whose name(s) appear as Owner(s) in the foregoing Sewer Service Agreement and stated that he (they) had executed the same for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as such Notary Public on this 8th day of October, 2019.

Leslie Guffey
Notary Public

My Notary Expires: 11-28-2025



EXHIBIT "A"

BILL OF ASSURANCE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Habilitation Centers LLC (Owner) is the sole owner of the following lands lying in the County of Faulkner, State of Arkansas, hereinafter called "Property", to-wit:

Legal Description:

Lands lying in the NW 1/4, SW 1/4, of Section 15, Township 5 North, Range 13 West, Faulkner County, Arkansas. Beginning at a found 4 x 4 concrete monument which is also the Northeast corner of the NW 1/4, SW 1/4 of said Section 15; thence South 01 degrees 35 minutes 13 seconds West 1,348.62 feet to a point which is also on the North right of way of Brewer Road; thence continue along said right of way line North 86 degrees 41 minutes 50 seconds West 1,267.49 feet to a point which is also the East right of way of Skunk Hollow Road; thence continue along said East right of way North 01 degrees 27 minutes 19 seconds East 1,363.21 feet; thence leaving said right of way South 89 degrees 08 minutes 39 seconds East 1,271.11 feet, containing 39.485 acres more or less. (Described Easement Contained Within Parcel ID 001-07574-000, per Faulkner County Tax Assessor Records)

RECITALS

WHEREAS, Owner desires to receive sewer service from the City of Conway (City) to Owner's Property located outside the City limits which may not be contiguous with the existing City limits, and

WHEREAS, the City is not required to extend sewer service to the Owner because the Property is outside the present corporate boundaries of the City, and

WHEREAS, the City has established a formal policy to support quality growth in the future as expressed in Ordinance O-19-55 which, in part, permits the extension of sewer service outside the City limits under certain limited circumstances, and

WHEREAS, the extension of sewer service outside the City limits requires at a minimum the payment of a special rate for these services and may, at the City's option, require an agreement that Owner petition to annex its Property to the City at a time deemed appropriate by the City, and

WHEREAS, once Owner's Property is contiguous with the City it may, under Arkansas law, be annexed pursuant to a voluntary petition for annexation although this procedure is subject to a referendum vote under the appropriate circumstances, and

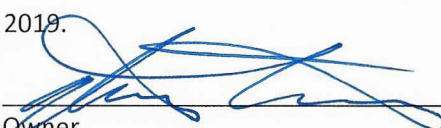
WHEREAS, Owner recognizes the enhanced benefits his land will receive by having City sewer service, and

WHEREAS, Owner now desires to freely bind himself and all future owners of the property by agreeing to voluntarily petition the City for annexation at such future time as the City deems appropriate thereby waiving any right for the Owner to avail himself of the referendum voting procedure for annexation as provided by Arkansas law.

NOW THEREFORE, the Owner, for and in consideration of the City benefits which accrue to it, its successors and assigns, which benefit is acknowledged to be of value, hereby covenants with the City of Conway, Arkansas as follows:

(1) Owner acknowledges that a future annexation of the Property to the City of Conway is a benefit to the Owner and all future owners of said Property as evidenced by the receipt of City services particularly sewer service. The Owner further acknowledges that the City and Conway Corporation has no obligation to provide sewer service to non-resident consumers, and chooses not to extend them except under certain limited circumstances. Therefore, the Owner binds himself and any successors and assigns to voluntarily sign any petition for annexation when requested to do so by the City of Conway.

EXECUTED this 8th day of October, 2019.



Owner

Owner

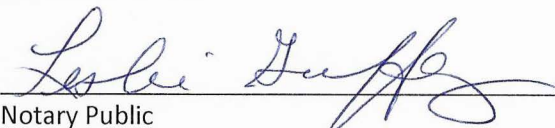
ACKNOWLEDGEMENT

STATE OF ARKANSAS

COUNTY OF Faulkner

On this 8th day of October, 2019, before me, a Notary Public personally appeared Nathan Chennault, as Owner of the Property above described, and executed the foregoing instrument for the purposes therein contained.

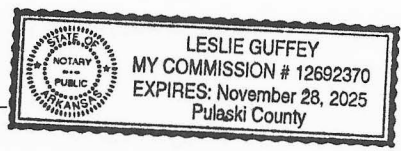
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My Notary Expires:

11-25-2025



[Faint, illegible handwritten signature]

LESLIE GUFFEY
MY COMMISSION # 1262310
EXPIRES: November 24, 2028
Pitkin County

