



# City of Conway Council Agenda

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

**Council Meeting Date:** February 27<sup>th</sup>, 2018

**5:30pm - Committee Meeting:** *Rock Region Metro Vanpool Program*

**6:30pm:** Council Meeting

**Call to Order:** Mayor Bart Castleberry

**Roll Call:** Michael O. Garrett, City Clerk/Treasurer

**Minutes Approval:** *February 13<sup>th</sup>, 2018*

***Approval of the monthly financial report ending January 31<sup>st</sup>, 2018***

**City Council Members**

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

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**1. Report of Standing Committees:**

**A. Public Hearing:**

1. Public Hearing/Ordinance to discuss the closing of the unbuilt right of way running through property located at 2902 Pheasant Road.
2. Public Hearing/Ordinance to discuss the closing of a portion of the utility easement on Lot 2 in Lewis Crossing.

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

1. Resolution to request the designation of Central Arkansas Transit Authority (Rock Region Metro) as the recipient of the Conway Section 5307 funds for the operation and management of a vanpool program.
2. Ordinance to dissolve the Conway water municipal Improvement District No. 11.
3. Ordinance appropriating funds to purchase additional radio equipment for the Airport Department.
4. Ordinance appropriating grant funds received from FEMA for the replacement of the Gatlin Park pedestrian bridge on Tucker Creek Trail for the Street & Engineering Department.
5. Ordinance appropriating donation funds received for the Historic District Commission.
6. Ordinance accepting the annexation of certain lands comprised of 3.15 acres identified as 6162 & 6231 Marshall River Road.
7. Ordinance to rezone property located at 825/827 Faulkner Street from R-2A to O-2.
8. Ordinance to rezone property located at 1300 South Donaghey Avenue from A-1 to O-1.

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

1. Consideration to approve the proposal for a splash pad to be located in Laurel Park for the Parks & Recreation Department.

**D. Public Safety Committee (Police, Fire, District Court, Animal Welfare Unit, Communication Emergency Operations Center, Information Technology, & City Attorney)**

1. Consideration to approve the lease purchase of a server refresh from Hewlett Packard for the Department of Information Systems & Technology.
2. Ordinance appropriating reimbursement funds from various entities for the Conway Police Department.
3. Ordinance appropriating grant funds received from the Arkansas Department of Emergency Management for the Conway Police Department SWAT team.



Committee Meeting

*City of Conway, Arkansas*  
*Office of the Mayor*

*Candy Jones*  
*Grant Administrator*  
[www.cityofconway.org](http://www.cityofconway.org)

February 20, 2018

RE: Conway Vanpool Program  
5307 Grant Funds

Attached please find:

1. Resolution Designating Rock Region METRO as the Direct Recipient of the Federal Transit Administration's Urbanized Area Formula Program (5307 Funds) for the Conway Urbanized Area.
2. Information Regarding the Resolution, Memorandum of Understanding, Rock Region METRO Fact Sheet
3. Memorandum of Understanding that has been approved by Chuck Clawson, City Attorney and Rock Region METRO'S Legal Counsel.

If Resolution is approved, I will prepare a letter for the Mayor that will be sent to Mr. Greg Nation with the ARDoT asking them to formally request the Federal Transportation Administration to recognize Rock Region METRO as the new designated recipient of the City's 5307 Funds.

If you have any questions, please give me a call at 501.358.6812 or 501.472.6016.

Candy Jones  
Grant Administrator



**City of Conway, Arkansas  
Resolution No. R-18-\_\_\_\_\_**

**A RESOLUTION TO REQUEST THE DESIGNATION OF CENTRAL ARKANSAS TRANSIT AUTHORITY D/B/A ROCK REGION METROPOLITAN TRANSIT AUTHORITY AS THE DIRECT RECIPIENT OF THE FEDERAL TRANSIT ADMINISTRATION'S URBANIZED AREA FORMULA PROGRAM (49 U.S.C. 5307) FOR THE CONWAY URBANIZED AREA.**

**Whereas**, the Federal Transit Administration's Urbanized Area Formula Program (49 U.S.C. 5307) provides qualifying urban areas with funds to operate and maintain a public transit service, and;

**Whereas**, the City qualifies for Federal Transit Administration (FTA) 5307 Urbanized Area Formula Funding Program monies as an urbanized area with a population over 50,000 and below 199,999, and;

**Whereas**, since 2013 the Arkansas Department of Transportation (ARDOT) has been designated recipient and the direct recipient of the Conway Urbanized Area Formula Grant (Section 5307) funds, and;

**Whereas**, the FTA will allow ARDOT to authorize another public entity as the direct recipient for Section 5307 funds (Circular 9030.1E), and;

**Whereas**, Central Arkansas Transit Authority d/b/a Rock Region Metropolitan Transit Authority (METRO) is a public entity that is legally eligible under federal transit law to apply for and receive grants directly from FTA, and;

**Whereas**, METRO is uniquely positioned as the state's largest public transit agency and closest public transit agency to Conway to provide limited transit service to the city by entering into a partnership with the City of Conway and therefore allowing the City to tap transit funding for which it is eligible, and;

**Whereas**, the City of Conway desires to request that ARDOT approve the designation of METRO as the designated recipient of the Conway Section 5307 funds and to petition FTA for final concurrence and approval.

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

**Section 1.** The City of Conway will make all the appropriate requests and upon approval by ARDOT and the FTA, METRO will be designated as the direct recipient of the Urbanized Area formula grant for the City of Conway, with the condition that the annual allocation would revert back to Conway upon request and termination of the Memo of Understanding, between METRO and the City of Conway concerning the operation and management of a Conway to Little Rock Vanpool program.

Passed this 27<sup>th</sup> day of February, 2018.

**Attest:**

**Approved:**

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

\_\_\_\_\_  
**Mayor Bart Castleberry**

# **Information Regarding the Resolution for the City of Conway's 5307 Funding and Little Rock-Conway Vanpool Program Launch**

## **BACKGROUND**

The City of Conway qualifies for FTA 5307 Urbanized Area Formula Funding Program monies as an urbanized area with a population over 50,000 and at or below 199,999.

Until this recently proposed vanpool program, Conway requested its 5307 funds be redistributed to other qualifying urbanized areas. At present, ARDOT has placed a hold on Conway's 5307 funding in anticipation of this vanpool program. Conway has a current balance of \$2,400,552 in available transit and transit-oriented funding via the 5307 program and can expect roughly \$880,000 each year in 5307 funding (this figure is based on the average annual funding totals for FY 2013-2017).

By partnering with the largest public transit agency in Arkansas, the City will enjoy a cost savings with METRO managing the highly robust and technical requirements of FTA regulations.

Funds will not be transferred to the city directly, just as they have not been transferred to the city while ARDOT has been the designated recipient of the city's 5307 funds. Rather, funds will remain with METRO but are earmarked for Conway's appropriate transit and transit-oriented projects and cannot be spent on other projects.

## **RELATED BOARD PACKET INFORMATION**

In the board packet for the Tuesday, Feb. 27 city council meeting, members will find a resolution to request the designation of Central Arkansas Transit Authority D/B/A Rock Region METRO as the direct recipient of the Federal Transit Administration's urbanized area formula program for the Conway urbanized area, for the purpose of managing and operating transit programs for the benefit of Conway citizens. This resolution is being requested by Mayor Castleberry and city staff members as a first step to claiming the city's transit funds so it can pursue a Little Rock-Conway transit commuter service.

Also included, for purposes of information-sharing, is a draft Memo of Understanding for the vanpool program between Rock Region METRO and the city which has been reviewed and approved by METRO's legal counsel and the Conway city attorney. The MOU is broad enough to allow the specific planning and launch of the vanpool program, which cannot begin until METRO is named as the designated recipient of the city's funds. It is submitted for review to help clarify the purpose of the vanpool program, the partner responsibilities, how funding will be handled and the agreement's duration.

## **PROCESS**

The resolution regarding the city's 5307 funds must be approved by the city council.

If the resolution is approved, the city will submit a written request to ARDOT to petition the FTA to make METRO the designated recipient of 5307 funds for the city.

Upon receipt of the written request from the city, ARDOT will petition the FTA to make METRO the designated recipient of 5307 funds.

Once FTA has confirmed this request, METRO and the city will then be free to proceed with launching this first transit project, a Little Rock-Conway transit commuter service, a limited inter-city vanpool program.

No action can begin on building and designing the vanpool program without METRO being made the designated recipient of Conway's 5307 funds.

Depending on when the FTA confirms request to make METRO the city's designated recipient of 5307 funds, the program procurement, planning and launch will take between six to eight months from the FTA confirmation. If the resolution is approved, the partners have confidence that the City and ARDOT can move forward quickly with their written requests.

## **BENEFITS**

Given the amount of annual transit funding that can be expected from this program and anticipated demand for Conway-Little Rock transit commuter service, a limited inter-city vanpool transit service operated by an experienced area public transit system is an excellent fit for this funding, which, in the case of being applied to a vanpool program, does not require any funding match from the City.

The vanpool program is a new service for Conway residents that does not require any local funding matches. Instead of seeing those transit project funds diverted to other Arkansas cities, Conway residents can benefit from funds intended for their mobility needs. METRO will benefit from this new, coordinated effort to link to a city in a neighboring county outside of METRO's current footprint. With the momentum of transit solutions happening across the United States, this vanpool program can easily be the start of a more robust transit system for Conway for the future. Considering Conway's walkable infrastructure investment, its unique situation in being home to three higher ed institutions and its population growth, transit initiatives are a great fit for the city's future economic development and our region's multi-modal connectivity needs.

## **NEXT STEPS**

METRO and ARDOT staff members, including Wanda Crawford, METRO interim executive director; Becca Green, METRO director of public engagement; Joe Procop, METRO procurement manager; Justin Avery, METRO assistant director of finance; and Greg Nation, ARDOT public transportation administrator, will be at the Tuesday, Feb. 27, 5:30 p.m. committee meeting and the following board meeting to help answer questions from council members, the public and members of the media.

**ARKANSAS FTA GOVERNORS' APPORTIONMENTS (SECTION 5307) FUNDING STATUS**

**Conway**

FFY	Grant Number	Expiration Date	Apportionment		FP	Obligation	Disbursement	Balance
2013	Unknown		\$867,116	Jonesboro -	2013	\$45,000	\$45,000	\$0
				Hot Springs - Operating	2013	\$250,000	\$250,000	\$0
				Hot Springs - Capital Bus Retrofit	2013	\$10,500	\$10,500	\$0
				Jonesboro - Multi Modal Facility	2013	\$264,000	\$264,000	\$0
				Pine Bluff - Fareboxes (2)	2013	\$22,500	\$0	\$22,500
				Hot Springs - Operating	2014	\$275,116	\$275,116	\$0
<b>Total:</b>						<b>\$867,116</b>	<b>\$844,616</b>	<b>\$0</b>
2014	Unknown		\$877,924	Hot Springs - Operating	2013	\$275,116	\$275,116	\$0
				Hot Springs - Capital Bus	2014	\$2,400	\$2,400	\$0
				Hot Springs - Video	2014	\$344,000	\$344,000	\$0
				Hot Springs - Three Brush Wash System	2014	\$220,800	\$220,800	\$0
				Hot Springs - Manual Pressure Washer	2014	\$20,000	\$20,000	\$0
				Hot Springs - Operating	2014	\$250,724	\$250,724	\$0
				Pine Bluff - Truck	2014	\$40,000	\$0	\$40,000
<b>Total:</b>						<b>\$877,924</b>	<b>\$837,924</b>	<b>\$0</b>
2015*	Unknown		\$875,468	Hot Springs - Operating	2015	\$275,000	\$275,000	\$0
<b>Total:</b>						<b>\$275,000</b>	<b>\$275,000</b>	<b>\$600,468</b>
2016	Unknown		\$889,948		2016	\$0	\$0	\$0
<b>Total:</b>						<b>\$0</b>	<b>\$0</b>	<b>\$889,948</b>
2017	Unknown		\$910,136		2017	\$0	\$0	\$0
<b>Total:</b>						<b>\$0</b>	<b>\$0</b>	<b>\$910,136</b>
			<b>Sum:</b>	<b>\$4,420,592</b>		<b>\$2,020,040</b>	<b>\$1,957,540</b>	<b>\$2,400,552</b>

\* \$400,000 was set aside for startup agencies but was not obligated



**Rock Region METRO** is the public transit system serving more than 2.5 million passengers per year in the cities of Little Rock, North Little Rock, Maumelle, Jacksonville and Sherwood and Pulaski County. Created in 1986 with an interlocal agreement among these jurisdictions, Rock Region METRO is governed by a 12-member board of directors who are appointed by the service cities and county.

### How Rock Region METRO Is Funded

Each partner jurisdiction supports Rock Region METRO through a formula that allocates expenses based on bus route miles operated within each jurisdiction. METRO Streetcar is an equal partnership among Little Rock, North Little Rock and Pulaski County. Additional revenue sources include federal formula funds, the Arkansas Public Transit Trust Fund, rider fares and miscellaneous income streams.

### MOVE Central Arkansas

The MOVE Central Arkansas project is a comprehensive planning effort involving a variety of stakeholders in public transit. The project goal was to develop a vision for Rock Region METRO that addresses service improvements and support central Arkansas' economic development and efforts to provide a dynamic, desirable place to live, work and play. MOVE Central Arkansas focuses on three key areas: service expansion and improvements, comprehensive and consistent branding, and exploring funding opportunities to support the former. Learn more at [rrmetro.org/move](http://rrmetro.org/move).

#### SERVICE

- **METRO Local** fixed-route bus service & **METRO Express** routes (21 fixed routes and four express routes covering 51,000 miles weekly)
- **METRO Links** on-demand paratransit service (covering 12,500 miles weekly)
- **METRO Streetcar** 3.4-mile streetcar system (covering 1,080 miles weekly)

#### RIDERSHIP

Ridership for FY 2017:

**2,554,074 PASSENGER TRIPS**

Perennial top-performing routes are:

- **Route 10 McCain Mall (North Little Rock)**
- **Route 3 Baptist Medical Center (Little Rock)**
- **Route 14 Rosedale (Little Rock)**
- **Route 5 West Markham (Little Rock)**
- **Route 13 UA-Pulaski Technical College (North Little Rock)**

These five routes serve popular destinations including major shopping centers and employers, hospitals, health clinics and educational institutions.



## FLEET

- 59 Fixed-Route Buses  
(Including 22 CNG Buses)
- 24 Paratransit Buses
- Five Streetcars
- All Rock Region METRO vehicles offer riders free WiFi



## THE STAFF

Led by **Wanda Crawford**, interim executive director, Rock Region METRO employs 203 staff members.

**Four Directors** (Finance, Operations, Maintenance, Public Engagement)

**140 Operators**

**13 Operations Supervisors and Dispatchers**

**26 Maintenance Employees**

**20 Administrators**

## The Board

**Allie Freeman**, Chairman, Little Rock

**April Broderick**, Sherwood

**Jay Freeman**, Pulaski County

**Nicole Hart**, North Little Rock

**Art Kinnaman**, Pulaski County

**Sara Lenehan**, Little Rock

**Matt Lindsey**, Little Rock

**Bruce Moore**, Little Rock

**Jimmy Moses**, Little Rock

**John Todd**, Maumelle

**Bentley Wallace**, North Little Rock

## Achievements

**1986** Central Arkansas Transit Authority (now Rock Region METRO) founded

**1991** Current North Little Rock headquarters (901 Maple Street) opens

**2000** River Cities Travel Center (310 Center Street, Little Rock) opens

**2004** River Rail (now METRO Streetcar) opens

**2007** METRO Streetcar expands

**2015** MOVE Central Arkansas Service Plan adopted

**2015** CNG fueling station and buses debut

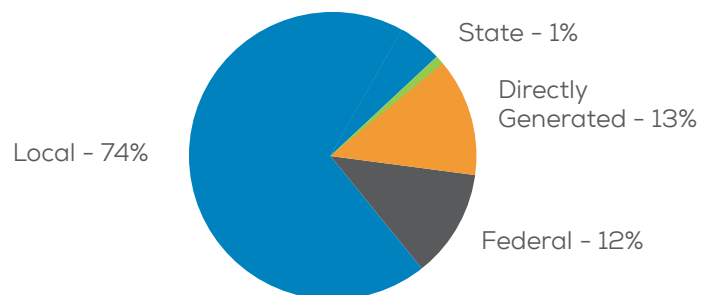
**2015** Rock Region METRO brand adopted

**2015** First universal pass program launched

**2016** METROtrack mobile app debuts

**2016** Awarded first-ever FTA bus and bus facilities discretionary grant

## Rock Region METRO Funding Sources



## MISSION

Rock Region METRO's mission is to provide safe, reliable, convenient and cost-effective transit service with a skilled team of employees dedicated to our customer's needs and committed to excellence.

**Memorandum of  
Understanding Between  
Rock Region Metropolitan Transit Authority  
And  
The City of Conway, Arkansas  
Concerning the Operation and Management of a Vanpool Program**

This Memorandum of Understanding sets the terms and understanding between Rock Region Metropolitan Transit Authority (hereby referred to as "METRO") and the City of Conway (hereby referred to as "the City") concerning the operation and management of a vanpool program requiring the City's release of Federal Transit Administration 5307 Urbanized Area Formula Funding Program monies administered by the Arkansas Department of Transportation (hereby referred to as the "DOT") to METRO for administration on behalf of the City.

**Background**

Currently, the City qualifies for FTA 5307 Urbanized Area Formula Funding Program monies as an urbanized area with a population over 50,000 and below 199,999. Given the amount of annual transit funding that can be expected from this program and anticipated demand for Conway-Little Rock transit commuter service, a limited vanpool transit service operated by an experienced area transit system is an excellent fit for this funding, which does not require any funding match from the City.

Subject to a letter of intent to the DOT and the approval of the Conway City Council, METRO and the City intend to enter into an agreement to provide limited vanpool transit service from Conway to Little Rock. Per FTA funding rules, all transit service related to this agreement will be inter-city commuter service designed to connect employees with jobs. The immediate benefit to the City is a cost-free new commuter transit service. The immediate benefit to METRO is a new coordinated effort to link to a city in a neighboring county, outside of METRO's current service footprint.

**Purpose**

The goal of the Conway vanpool program (formal name to be determined and agreed upon by both parties) is to provide commuter transit service to Conway citizens by claiming federal transit funds administered by the DOT for urbanized area with a population over 50,000 and below 199,999.

METRO will administer the program funds on behalf of the City and manage all related operations and management, including the procurement and contract management of any needed vendors. Program operations and management can include but will not be limited to securing park/bike and ride sites, hiring and managing personnel, managing capital assets (vehicles, shelters, stop signs, bike racks, etc.), determining service areas and schedules, fare collection, managing the program's marketing and communications plan, managing financial and regulatory reporting, managing maintenance needs and providing customer service and dispatch services.

In exchange for METRO'S administration, the City will formally release its FTA funding to METRO for these services and will in turn fully support the agreement with a comprehensive marketing and communications plan that uses previously established branding to reach potential riders via the City's many "owned" channels (website, social

media pages, e-newsletters, mobile app, etc.) and through staff resources as needed (support for related public relations and planning/zoning activities, etc.).

**Reporting**

METRO will be responsible for handling all related reporting, including FTA certifications and assurances (yearly), milestone progress reports (quarterly), financial reports (quarterly), transit enhancement reports (yearly) and National Transit Database reports (yearly), as well as EEO program reports (every four years), DBE program reports (every three years), DBE goal reports (every three years), Title VI reports (every three years) and Uniform Reports of DBE awards/commitments and payments (biannually).

**Funding**

This MOU is not a commitment of funds. The City, through a letter of intent to the DOT and with the approval of the Conway City Council, will begin the formal process of requesting METRO to be named the administrator of its FTA funds for the vanpool program. Funds not released and/or approved for METRO vanpool program may be used for the City for other purposes allowed by the FTA 5307 Urbanized Area Formula Funding Program. In that case, a new and separate program Memo of Understanding would be put in place between METRO, as the administrator of the City’s funds, and the City.

**Duration**

This MOU may be modified by mutual consent of authorized officials from METRO and the City. This MOU shall become effective upon signature by the authorized officials from METRO and the City and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement for extension by the authorized officials from METRO and the City, this MOU shall expire on Dec. 31, 2023 or termination of the agreement between the parties, whichever occurs first.

**Signed**

\_\_\_\_\_  
**Mayor Bart Castleberry**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Wanda Crawford, Interim Executive Director, Rock Region METRO**

**Date:** \_\_\_\_\_



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

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



Revenues	Budget	Month	Year to	Encumbered	(Over)/Under	%
		Activity	Date		Budget	Expend/Collect
Ad Valorem Tax	3,900,000	403,052	403,052		3,496,948	10%
Payments in Lieu of Tax	20,000	-	-		20,000	0%
State Tax Turnback	930,000	126,668	126,668		803,332	14%
Insurance Tax Turnback - LOPFI	1,300,000	-	-		1,300,000	0%
Sales Tax	19,000,000	1,653,603	1,653,603		17,346,397	9%
Beverage Tax	400,000	39,023	39,023		360,977	10%
Franchise Fees	3,279,000	270,587	270,587		3,008,413	8%
Permits	400,500	40,983	40,983		359,517	10%
ACIEA Revenues	2,500	2,880	2,880		(380)	115%
Dog Tags & Fees	30,000	2,305	2,305		27,695	8%
Municipal Court Fines and Fees	1,059,000	91,838	91,838		967,162	9%
Law Enforcement	682,050	104,263	104,263		577,787	15%
Parks	563,967	42,787	42,787		521,180	8%
Interest Income	52,500	10,027	10,027		42,473	19%
Proceeds from Sale of Assets	-	2,833	2,833		(2,833)	-
Insurance Proceeds	-	5,019	5,019		(5,019)	-
Donations	-	600	600		(600)	-
Act 833 Revenue	90,000	-	-		90,000	0%
Miscellaneous Revenues	145,000	6,832	6,832		138,168	5%
Transfers from Other Funds	723,000	35,250	35,250		687,750	5%
<b>Total Revenues</b>	<b>32,577,517</b>	<b>2,838,550</b>	<b>2,838,550</b>	<b>-</b>	<b>29,738,967</b>	<b>9%</b>
<b>Expenditures</b>						
Admin (Mayor, HR)	783,285	47,896	47,896	1,164	734,225	6%
Finance	415,994	23,221	23,221	-	392,773	6%
City Clerk/Treasurer	139,910	10,344	10,344	-	129,566	7%
City Council	104,881	7,405	7,405	-	97,476	7%
Planning	431,401	27,363	27,363	9,383	394,654	6%
Physical Plant	540,925	32,142	32,142	861	507,923	6%
Fleet Maintenance	-	5,065	5,065	2,546	(7,611)	-
Information Technology	980,393	42,004	42,004	30,388	908,000	4%
Permits and Inspections	692,475	38,137	38,137	-	654,338	6%
Nondepartmental	626,871	311,038	311,038	1,074	314,759	50%
Police	11,607,846	869,221	869,221	66,005	10,672,620	7%
CEOC	1,091,254	69,582	69,582	65	1,021,607	6%
Animal Welfare	481,390	27,688	27,688	477	453,225	6%
Municipal District Court	888,805	99,259	99,259	13	789,533	11%
City Attorney	507,288	36,122	36,122	2,516	468,650	7%
Fire	9,888,315	674,728	674,728	30,824	9,182,763	7%
Parks	2,930,458	160,444	160,444	1,332	2,768,682	5%
<b>Total Expenditures</b>	<b>32,111,491</b>	<b>2,481,659</b>	<b>2,481,659</b>	<b>146,647</b>	<b>29,483,185</b>	<b>8%</b>
<b>Net Revenue/(Expense)</b>	<b>466,026</b>		<b>356,891</b>			

\*All figures are unaudited

Notes:

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

City of Conway  
General Fund  
2018



Fund Balance Appropriations

Ordinance    Date    Description

Amount  
\$ -

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



Cash - Operating	4,215,427
Cash - Reserve	2,011,965
Petty Cash	715
Taxes Receivable	1,653,603
Accounts Receivable	4,191,518
Due from Other Funds	31,156
Due from Street	20,212
Fleet Inventory	15,539
Fuel Inventory	36,762
General Inventory	585
<b><i>Assets</i></b>	<b><u>12,177,484</u></b>
Accounts Payable	(20,657)
Salaries Payable	233,685
Insurance and Benefits Payable	79,844
Held for Others - Performance Bonds	12,700
Held for Others - Crimestopper Reward	5,000
Event Deposits	1,190
Due to Other Funds	5,768
Deferred Revenue	4,045,383
<b><i>Liabilities</i></b>	<b><u>4,362,914</u></b>
Fund Balance - Committed to cash flow	2,000,000
Fund Balance - Committed to reserve	2,000,000
Fund Balance - Unassigned	3,814,570
<b><i>Fund Balance</i></b>	<b><u>7,814,570</u></b>
<b><i>Total Liabilities &amp; Fund Balance</i></b>	<b><u>12,177,484</u></b>

\*All figures are unaudited

City of Conway  
 Monthly Financial Report - Street Fund  
 For the month ended January 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>
<b>Revenues</b>						
Ad Valorem Tax	1,500,000	122,651	122,651		1,377,349	8%
Payments in Lieu of Tax	8,000	-	-		8,000	0%
State Tax Turnback	2,683,474	205,474	205,474		2,478,000	8%
AHTD 1/2 Cent Sales Tax Turnback	1,100,000	118,185	118,185		981,815	11%
Severance Tax	75,000	13,633	13,633		61,367	18%
Sales Tax	270,000	23,170	23,170		246,830	9%
Engineering Fees	5,000	1,500	1,500		3,500	30%
Interest Income	40,000	6,913	6,913		33,087	17%
Miscellaneous Revenues	10,000	-	-		10,000	0%
<b>Total Revenues</b>	<b>5,691,474</b>	<b>491,526</b>	<b>491,526</b>	<b>-</b>	<b>5,199,948</b>	<b>9%</b>
<b>Expenditures</b>						
Personnel Costs	2,829,724	150,609	150,609	-	2,679,115	5%
Other Operating Costs	2,951,695	138,957	138,957	20,715	2,792,023	5%
Total Operating Costs	5,781,419	289,566	289,566	20,715	5,471,138	5%
Capital Outlay	80,000	-	-	-	80,000	0%
<b>Total Expenditures</b>	<b>5,861,419</b>	<b>289,566</b>	<b>289,566</b>	<b>20,715</b>	<b>5,551,138</b>	<b>5%</b>
<b>Net Revenue/(Expense)</b>	<b>(169,945)</b>		<b>201,960</b>			

\*All figures are unaudited

Notes:

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



City of Conway  
Street Fund  
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

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



Cash - Operating	4,421,658
Taxes Receivable	23,170
Accounts Receivable	1,375,074
<b><i>Assets</i></b>	<b><u>5,819,902</u></b>
Accounts Payable	77,106
Salaries Payable	18,500
Insurance and Benefits Payable	9,855
Due to Other Funds	10,841
Due to General	13,080
Deferred Revenue	1,375,073
<b><i>Liabilities</i></b>	<b><u>1,504,454</u></b>
<b><i>Fund Balance</i></b>	<b><u>4,315,447</u></b>
<b><i>Total Liabilities &amp; Fund Balance</i></b>	<b><u>5,819,902</u></b>

\*All figures are unaudited

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



Revenues	<u>Budget</u>	<u>Month</u>		<u>Encumbered</u>	<u>(Over)/Under</u>	
		<u>Activity</u>	<u>Year to Date</u>		<u>Budget</u>	<u>%</u> <u>Expend/Collect</u>
Sanitation Fees	8,750,000	750,083	750,083	-	7,999,917	9%
Proceeds - Recycled Materials	540,000	61,662	61,662	-	478,338	11%
Landfill Fees - General	200,000	16,343	16,343	-	183,658	8%
Interest Income	70,000	22,536	22,536	-	47,464	32%
Proceeds from Sale of Assets	-	14,474	14,474	-	(14,474)	-
<b>Total Revenues</b>	<b>9,560,000</b>	<b>865,098</b>	<b>865,098</b>	<b>-</b>	<b>8,694,902</b>	<b>9%</b>
<b>Expenditures</b>						
Personnel Costs	4,341,737	339,896	339,896	-	4,001,841	8%
Other Operating Costs	<u>3,608,263</u>	<u>47,406</u>	<u>47,406</u>	<u>190,372</u>	<u>3,370,485</u>	<u>1%</u>
Total Operating Costs	7,950,000	387,302	387,302	190,372	7,372,326	5%
Capital Outlay	<u>2,676,905</u>	-	-	<u>1,905,259</u>	<u>771,645</u>	<u>0%</u>
<b>Total Expenditures</b>	<b>10,626,905</b>	<b>387,302</b>	<b>387,302</b>	<b>2,095,631</b>	<b>8,143,971</b>	<b>4%</b>
<b>Net Revenue/(Expense)</b>	(1,066,905)		<u><u>477,796</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>
			<u>\$ -</u>

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



Cash - Operating	9,246,936
Petty Cash	200
Post Closure Cash Account	5,689,158
Accounts Receivable	(1,140)
Due from Other Funds	68
Due from Component Unit	789,483
General Inventory	2,122
Land & Buildings	2,484,109
Infrastructure	1,043,647
Machinery and Equipment	3,915,471
Vehicles	448,244
Deferred Outflows of Resources	1,454,446
<b><i>Assets</i></b>	<b><u>25,072,744</u></b>
Accounts Payable	14,925
Salaries Payable	41,143
Insurance and Benefits Payable	23,383
Compensated Absences	168,607
Net Pension Obligation	9,286,388
Deferred Inflows of Resources	637,180
Due to Other Funds	7,891
Landfill Close/Post Close	8,524,931
<b><i>Liabilities</i></b>	<b><u>18,704,448</u></b>
<b><i>Net Assets</i></b>	<b><u>6,368,296</u></b>
<b><i>Total Liabilities and Net Assets</i></b>	<b><u>25,072,744</u></b>

\*All figures are unaudited

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

City of Conway  
 Monthly Financial Report - Airport  
 For the month ended January 31, 2018



<b>Revenues</b>	<b><u>Budget</u></b>	<b><u>Month</u> <u>Activity</u></b>	<b><u>Year to</u> <u>Date</u></b>	<b><u>Encumbered</u></b>	<b><u>(Over)/Under</u> <u>Budget</u></b>	<b><u>%</u> <u>Expend/Collect</u></b>
Sales Tax	13,000	1,504	1,504		11,496	12%
Airport Fuel Sales	821,500	70,698	70,698		750,802	9%
T-Hangar Rent	118,000	9,704	9,704		108,296	8%
Community Hangar Rent	25,000	700	700		24,300	3%
Ground Leases	125,000	-	-		125,000	0%
Miscellaneous Revenues	13,000	245	245		12,755	2%
<b>Total Revenues</b>	<b>1,115,500</b>	<b>82,851</b>	<b>82,851</b>	<b>-</b>	<b>1,032,649</b>	<b>7%</b>
<b>Expenditures</b>						
Personnel Costs	270,596	21,386	21,386	-	249,210	8%
Fuel for Resale	596,500	55,413	55,413	-	541,087	9%
Other Operating Costs	148,950	2,329	2,329	4,320	142,301	2%
Total Operating Costs	1,016,046	79,128	79,128	4,320	932,598	8%
Capital Outlay	17,000	-	-	-	17,000	0%
<b>Total Expenditures</b>	<b>1,033,046</b>	<b>79,128</b>	<b>79,128</b>	<b>4,320</b>	<b>949,598</b>	<b>8%</b>
<b>Net Revenue/(Expense)</b>	82,454		<b>3,723</b>			

\*All figures are unaudited

Notes:

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

City of Conway

Airport Fund

2018

Fund Balance Appropriations



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

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



Cash - Operating	374,350
Taxes Receivable	3,524
Accounts Receivable - Fuel Vendor	120,720
Due from Other Funds	733
Land	1,607,274
Buildings	4,652,909
Machinery & Equipment	477,842
Vehicles	16,454
Infrastructure	25,425,821
Construction in Progress	52,066
<b><i>Assets</i></b>	<b><u>32,731,693</u></b>
Accounts Payable	7,510
Salaries Payable	2,268
Insurance and Benefits Payable	1,552
Compensated Absences	5,127
Due to General	800
<b><i>Liabilities</i></b>	<b><u>17,257</u></b>
<b><i>Fund Balance</i></b>	<b>32,714,437</b>
<b><i>Total Liabilities &amp; Fund Balance</i></b>	<b><u>32,731,693</u></b>

\*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 January 31, 2018



Parks and Rec A&P Tax

Balance, 12/31/17	1,836,303
Receipts	253,336
Payments	(175,147)
Balance, 01/31/18	\$ 1,914,492

Pay as you go Sales Tax

Balance, 12/31/17	3,721,132
Receipts	310,242
Payments	(208,674)
Balance, 01/31/18	\$ 3,822,700

Street Impact Fees

Balance, 12/31/17	1,029,580
Receipts	8,564
Payments	-
Balance, 01/31/18	\$ 1,038,144

Parks Impact Fees

Balance, 12/31/17	493,640
Receipts	5,294
Payments	-
Balance, 01/31/18	\$ 498,934



**City of Conway, Arkansas**  
**Ordinance No. O-18- \_\_\_\_\_**

**AN ORDINANCE CLOSING THE UNBUILT RIGHT OF WAY RUNNING THROUGH PROPERTY IDENTIFIED AS 2902 PHEASANT ROAD; AND FOR OTHER PURPOSES:**

**Whereas**, a petition was duly filed with the City of Conway, Arkansas on the 6<sup>th</sup> of February, 2018 by Salter Acquisitions, LLC, asking the City Council to vacate and abandon the unbuilt, east-west, Right-of-Way running through property identified as 2902 Pheasant Road.

**Whereas**, after due notice as required by law, the council has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question and has ascertained that the easement or the portion thereof, hereinbefore described, has heretofore been dedicated to the public use as a Right-of-Way herein described; has not been actually used by the public generally for a period of at least five (5) years subsequent to the filing of the plat; that all the owners of the property abutting upon the portion of the Right-of-Way to be vacated have been afforded the opportunity to file with the council their written consent to the abandonment; and the public interest and welfare will not be adversely affected by the abandonment of this portion of the Right-of-Way.

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

**Section 1.** The City of Conway, Arkansas releases, vacates, and abandons its rights, together with the rights of the public generally, in and to the unbuilt Right-of-Way designated as follows:

A strip of land 50 feet wide, the center line of which is described as beginning at a point which is 440 north of the southeast corner of the SE1/4 SE1/4 of Section 15, T5N, R14W, and running thence west to the west line of said SE1/4 SE1/4 of Section 15, T5N, R14W.

Also, a strip of land 50 feet wide, the center line of which is described as beginning at a point which is 248.1 feet south of the northeast corner of the SE1/4 SE1/4 of Section 15, T5N, R14W, and running thence west to the west line of said SE1/4 SE1/4 of Section, T5N, R14W.

**Section 2.** A copy of the ordinance duly certified by the city clerk shall be filed in the office of the recorder of the county and recorded in the deed records of the county.

**PASSED** this 27<sup>th</sup> day of February, 2018.

**Approved:**

\_\_\_\_\_  
**Mayor Bart Castleberry**

**Attest:**

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



PETITION OF WRITTEN CONSENT FOR THE VACATING OF STREETS/ALLEYS  
FOR THE INTENT OF PUBLIC USE

Name of party requesting street/alley closure: Salter Acquisitions, LLC

Legal description of street/alley, or portion thereof, to be vacated: A strip of land 50 feet wide, the center line of which is described as beginning at a point which is 248.1 feet south of the northeast corner of the SE 1/4 SE 1/4 of Section 15, T5N, R14W, and running thence west to the west line of said SE 1/4 SE 1/4 of Section 15, T5N, R14W.

Signatures of all abutting property owners:

CASARA ZIMMERBACH Name  
Cay [Signature]

Address  
2550 PARASAUT ROAD, CONWAY, AR



**Lynda Palmer**  
AT&T Arkansas  
Mgr.-OSP Png & Engr Design  
Right-of-Way  
Joint Use of Poles

1111 West Capitol, Rm 941  
Little Rock, AR 72201  
Phone: (501) 373.5255  
Fax: (501) 373.0229 Fax  
lynda.palmer@att.com

February 5, 2018

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

*sent via email*

[Bryan.Patrick@cityofconway.org](mailto:Bryan.Patrick@cityofconway.org)  
[Beth.Sketoe@cityofconway.org](mailto:Beth.Sketoe@cityofconway.org)

Dear Mr. Patrick:

RE: Road easement relinquishment – Brentwood Phase 2, 2902 Pheasant Road, Conway

AT&T received a request to relinquish our interest in a 50' roadway easement at the above stated property. Please see the attached plat for further information.


AT&T has no facilities within this 50' easement and has no objection to its vacation.

Questions concerning our facilities in Conway can be referred to our local engineer, Lanny Page, at 501-218-6842 ([lp1318@att.com](mailto:lp1318@att.com)).

Sincerely,

CC: [jordan@salterproperties.com](mailto:jordan@salterproperties.com)  
Lanny Page, AT&T Engineer

attachments:

**From:** Jordan Broadstreet [jordan@salterproperties.com](mailto:jordan@salterproperties.com)   
**Subject:** FW: Vacating ROW - 2902 Pheasant Rd.  
**Date:** February 13, 2018 at 10:37 AM  
**To:** Beth Sketoe [Beth.Sketoe@cityofconway.org](mailto:Beth.Sketoe@cityofconway.org)



Beth –

Would written confirmation such as below suffice, or does there need to be an official letter from the utility providers?

Jordan Broadstreet  
Property Manager



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

P: 501.327.5035  
F: 501.932.3055

THIS ELECTRONIC MAIL TRANSMISSION MAY CONTAIN CONFIDENTIAL OR PRIVILEGED INFORMATION. IF YOU BELIEVE THAT YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE NOTIFY THE SENDER BY REPLY TRANSMISSION AND DELETE THE MESSAGE WITHOUT COPYING OR DISCLOSING IT.

From: Martinez Jr, John R [<mailto:John.MartinezJr@centerpointenergy.com>]  
Sent: Thursday, February 1, 2018 12:57 PM  
To: Jordan Broadstreet  
Cc: Malcolm, Tanya R.; Strickland, Greg J.  
Subject: Vacating ROW - 2902 Pheasant Rd.

Mr. Broadstreet,

As this is a private easement extending from the 25' road ROW on Salem Rd. Centerpoint Energy will not have any conflicts. However, please make note that we do have an active 4" main running within that 25' road ROW and we will need to be contacted should any work occur near our facilities.

Please call if you have further questions.

**John R. Martinez Jr.**  
Operations Leader

Southern Gas Operations | Arkansas  
817 N. Creek Dr. | Conway, AR 72034  
Office: 501-336-9118 | Fax: 501-336-8372 | Mobile: 501-514-1125  
[John.MartinezJr@CenterPointEnergy.com](mailto:John.MartinezJr@CenterPointEnergy.com)





February 16, 2018

The Honorable Bart Castleberry  
Mayor of Conway  
City Hall  
1201 Oak Street  
Conway, AR 72032

Re: Right of Way easement vacate on Brentwood Ph 2 Survey in Conway, Faulkner County, Arkansas.

Dear Mayor Castleberry:

Conway Corporation has no objections to the request to vacate the existing Right of Way easement that being requested on Brentwood Phase 2 Survey. This is the lot formally known as 2902 Pheasant Road. We would also like to maintain a 15 foot easement centered on the overhead electric line to the existing house, however we are aware that the house will eventually be torn down and that overhead electric line can be removed as well.

If you have any questions, please let me know.

Respectfully yours,

CONWAY CORPORATION

A handwritten signature in blue ink that reads "Leslie".

Leslie Guffey  
Engineering and Planning

cc: CAPS

## Jordan Broadstreet

---

**From:** Finley Vinson <Finley.Vinson@cityofconway.org>  
**Sent:** Friday, February 2, 2018 5:03 PM  
**To:** Brent Salter  
**Cc:** Jordan Broadstreet  
**Subject:** RE: Roadway Easement - Salem & Pheasant

I don't have a problem with closing it either. So sorry for the delay in my response.

**B. Finley Vinson, PE, PTOE, LEED AP**

Director | Conway Street & Engineering Dept.  
100 E Robins St, Conway, AR 72032  
[finley.vinson@cityofconway.org](mailto:finley.vinson@cityofconway.org)  
501-513-3565

**From:** Brent Salter [mailto:brent@salterproperties.com]  
**Sent:** Friday, February 2, 2018 4:12 PM  
**To:** Finley Vinson <Finley.Vinson@cityofconway.org>  
**Cc:** Jordan Broadstreet <jordan@salterproperties.com>  
**Subject:** FW: Roadway Easement - Salem & Pheasant

Attached is the survey noting the ROW and the deed. See all the planning department's comment below.

Thanks.

J. Brent Salter  
Vice-President



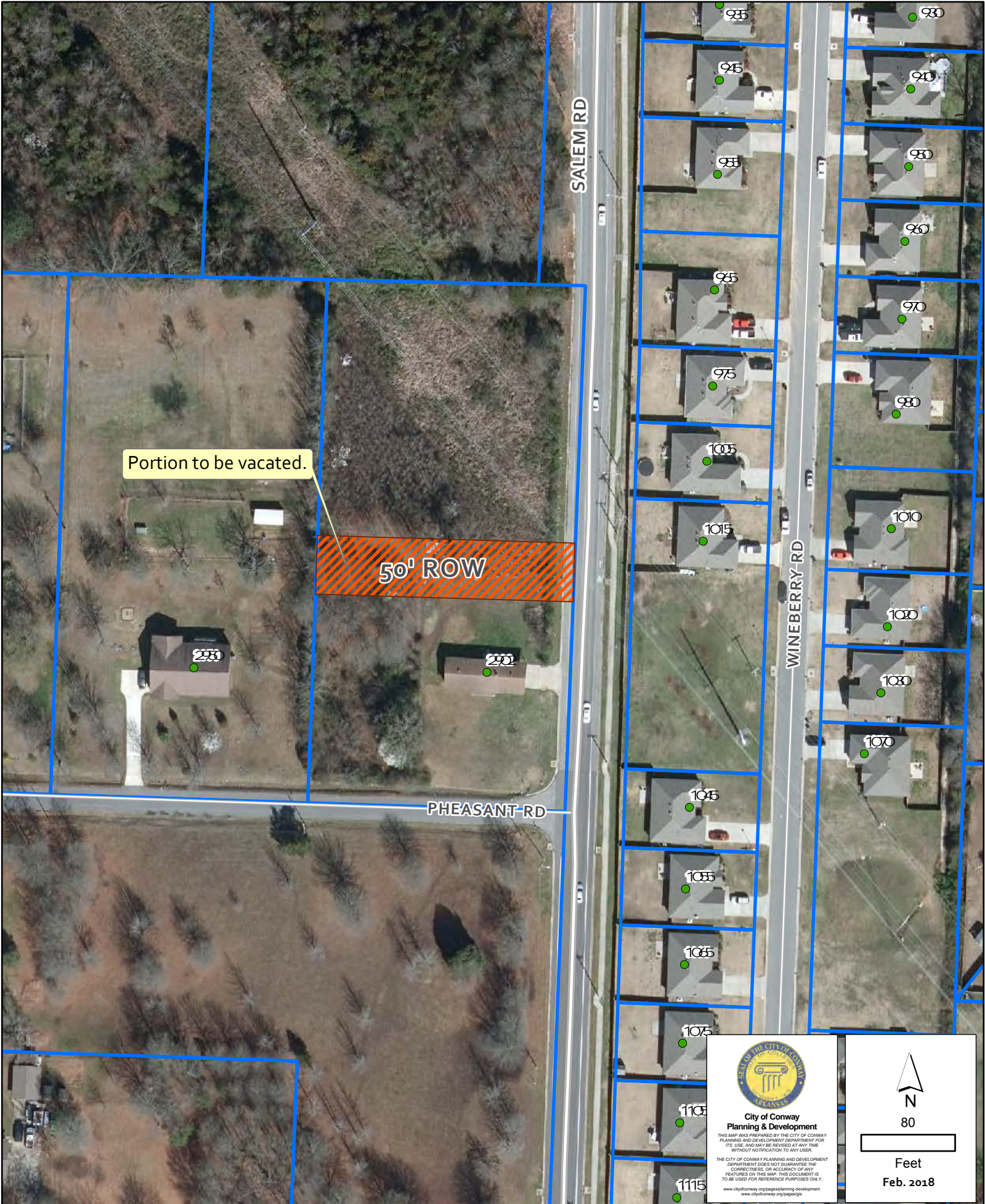
[www.salterproperties.com](http://www.salterproperties.com)

P:501.327.5035  
F: 501.932.3055

THIS ELECTRONIC MAIL TRANSMISSION MAY CONTAIN CONFIDENTIAL OR PRIVILEGED INFORMATION. IF YOU BELIEVE THAT YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE NOTIFY THE SENDER BY REPLY TRANSMISSION AND DELETE THE MESSAGE WITHOUT COPYING OR DISCLOSING IT.

**From:** Jordan Broadstreet  
**Sent:** Wednesday, January 31, 2018 8:31 AM  
**To:** Neil Reed <Neil.Reed@cityofconway.org>  
**Cc:** Brent Salter <brent@salterproperties.com>  
**Subject:** FW: Roadway Easement - Salem & Pheasant

Neil -  
Please see below.



Portion to be vacated.

50' ROW

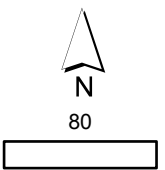
SALEM RD

WINEBERRY RD

PHEASANT RD



City of Conway  
Planning & Development  
THIS MAP WAS PREPARED BY THE CITY OF CONWAY  
PLANNING AND DEVELOPMENT DEPARTMENT FOR  
ITS USE, AND MAY BE REVISED AT ANY TIME  
WITHOUT NOTIFICATION TO ANY USER.  
THE CITY OF CONWAY PLANNING AND DEVELOPMENT  
DEPARTMENT DOES NOT GUARANTEE THE  
CORRECTNESS, OR ACCURACY OF ANY  
FEATURES ON THIS MAP. THIS DOCUMENT IS  
TO BE USED FOR REFERENCE PURPOSES ONLY.  
www.cityofconway.org/pages/planning-development  
www.cityofconway.org/pages/92



Feet  
Feb. 2018





**City of Conway, Arkansas**  
**Ordinance No. O-18- \_\_\_\_\_**

**AN ORDINANCE CLOSING A PORTION OF A UTILITY EASEMENT ON LOT 2, LEWIS CROSSING; AND FOR OTHER PURPOSES:**

**Whereas**, a petition was duly filed with the City of Conway, Arkansas on the 1<sup>st</sup> of February, 2018 by Lewcon Retail LLC asking the City Council to vacate and abandon a portion of the utility easement on Lot 2, Lewis Crossing.

**Whereas**, after due notice as required by law, the council has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question and has ascertained that the easement or the portion thereof, hereinbefore described, has heretofore been dedicated to the public use as a utility and drainage easement herein described; has not been actually used by the public generally for a period of at least five (5) years subsequent to the filing of the plat; that all the owners of the property abutting upon the portion of the easement to be vacated have been afforded the opportunity to file with the council their written consent to the abandonment; and the public interest and welfare will not be adversely affected by the abandonment of this portion of the easement.

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

**Section 1.** The City of Conway, Arkansas releases, vacates, and abandons its rights, together with the rights of the public generally, in and to the easement designated as follows:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF LEWIS CROSSING SUBDIVISION AS SHOWN IN PLAT BOOK L PAGE 255 IN THE RECORDS OF FAULKNER COUNTY, ARKANSAS; THENCE ALONG THE EAST LINE OF SAID LOT 2 S00°37'08"E A DISTANCE OF 158.92'; THENCE CONTINUE ALONG SAID EAST LINE S01°36'15"W A DISTANCE OF 206.19'; THENCE LEAVING SAID EAST LINE N88°23'45"W A DISTANCE OF 121.76' TO A POINT ON AN EXISTING UTILITY EASEMENT, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID UTILITY EASEMENT THE FOLLOWING CALLS: N86°55'21"W A DISTANCE OF 10.17' (10'-2"); THENCE N03°04'39"E A DISTANCE OF 71.33' (71'-4"); THENCE S86°55'21"E A DISTANCE OF 10.17' (10'-2"); THENCE S03°04'39"W A DISTANCE OF 71.33' (71'-4") TO THE POINT OF BEGINNING.

**Section 2.** A copy of the ordinance duly certified by the city clerk shall be filed in the office of the recorder of the county and recorded in the deed records of the county.

**PASSED** this 27<sup>th</sup> day of February, 2018.

**Approved:**

\_\_\_\_\_  
**Mayor Bart Castleberry**

**Attest:**

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

**Petition of Written Consent for the  
Vacating of Easement  
For the Intent of Public Use**

---

Name of party requesting easement closure: Lewcon Retail, LLC

Owner representative: Ryan Mosser

**Name of Street or Alley, (or portion thereof), to be vacated:**

COMMENCING AT THE NORTHEAST CORNER OF LOT 2 OF LEWIS CROSSING SUBDIVISION AS SHOWN IN PLAT BOOK L PAGE 255 IN THE RECORDS OF FAULKNER COUNTY, ARKANSAS; THENCE ALONG THE EAST LINE OF SAID LOT 2 S00°37'08"E A DISTANCE OF 158.92'; THENCE CONTINUE ALONG SAID EAST LINE S01°36'15"W A DISTANCE OF 206.19'; THENCE LEAVING SAID EAST LINE N88°23'45"W A DISTANCE OF 121.76' TO A POINT ON AN EXISTING UTILITY EASEMENT, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID UTILITY EASEMENT THE FOLLOWING CALLS: N86°55'21"W A DISTANCE OF 10.17' (10'-2"); THENCE N03°04'39"E A DISTANCE OF 71.33' (71'-4"); THENCE S86°55'21"E A DISTANCE OF 10.17' (10'-2"); THENCE S03°04'39"W A DISTANCE OF 71.33' (71'-4") TO THE POINT OF BEGINNING.

---

**Abutting property owners:**

Name

Address

  
\_\_\_\_\_

1280 South Amity Road  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Lynda Palmer**  
AT&T Arkansas  
Mgr.-OSP Png & Engr Design  
Right-of-Way  
Joint Use of Poles

1111 West Capitol, Rm 941  
Little Rock, AR 72201  
Phone: (501) 373.5255  
Fax: (501) 373.0229 Fax  
lynda.palmer@att.com

January 15, 2017

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

*sent via email*

[Bryan.Patrick@cityofconway.org](mailto:Bryan.Patrick@cityofconway.org)

[Beth.Sketoe@cityofconway.org](mailto:Beth.Sketoe@cityofconway.org)

Dear Mr. Patrick:

RE: Utility Easement Abandonment – Lewis Crossing Shopping Center

AT&T received a request to relinquish our interest in a dedicated utility easement described as follows:

*A 71'-4" x 10'-2" area of easement located in the South West corner of the intersection of S 3 degree 04' 39" W and S 86 degree 55' 21" E as depicted in Exhibit A: SK-1.*

AT&T has no facilities within these alleyways and has no objection to their vacation.

Questions concerning our facilities in Conway can be referred to our local engineer, Lanny Page, at 501-218-6842 ([lp1318@att.com](mailto:lp1318@att.com)).

Sincerely,

CC: Anthony Thorpe [anthony@wrightatlanta.com](mailto:anthony@wrightatlanta.com)  
Lanny Page, AT&T Engineer

attachments:



January 19, 2018

Wright Architects  
Anythony Thorpe  
50 Standish Avenue  
Atlanta, GA 30309

RE: Abandonment of Easement

Mr. Thorpe,

Centerpoint Energy has reviewed the request to abandon the easement **abandoning the 71'-4" x 10'-2" area of easement located in the South West corner of the intersection of S 3 degree 04' 39" W and S 86 degree 55' 21" E as depicted in Exhibit A: SK-1.** Upon the review of your request Centerpoint Energy finds no conflicts with said abandonment.

Thank You,

*John Martinez Jr.*

Gas Operations Leader



January 30, 2018

Ryan Mosser  
Collett  
P.O. Box 36799  
Charlotte, NC 28236

RE: Reduction of Easement behind Shops B, Suite N at Lewis Crossings, Conway, AR

Dear Ryan,

Conway Corporation will agree to reduce the existing easement behind Shops B at Lewis Crossing specifically Suite N to 7.5 feet minimum off the west side of the existing sewer main. No footing or other permanent structure shall be located with the 7.5 feet to remain in effect. This is only in effect for the easement behind suite N for the new addition being built at this location.

If you have any questions, please give me a call.

Sincerely,

CONWAY CORPORATION

A handwritten signature in blue ink that reads 'Leslie Guffey'.

Leslie Guffey  
Engineering and Planning

cc: Scott Grummer, City of Conway



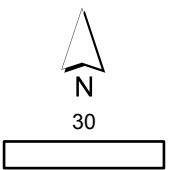
Portion to be vacated.

UTILITY  
EASEMENT

THOMAS G WILSON DR



City of Conway  
Planning & Development  
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Feet  
Feb. 2018



**City of Conway, Arkansas  
Resolution No. R-18-\_\_\_\_\_**

**A RESOLUTION TO REQUEST THE DESIGNATION OF CENTRAL ARKANSAS TRANSIT AUTHORITY D/B/A ROCK REGION METROPOLITAN TRANSIT AUTHORITY AS THE DIRECT RECIPIENT OF THE FEDERAL TRANSIT ADMINISTRATION'S URBANIZED AREA FORMULA PROGRAM (49 U.S.C. 5307) FOR THE CONWAY URBANIZED AREA.**

**Whereas**, the Federal Transit Administration's Urbanized Area Formula Program (49 U.S.C. 5307) provides qualifying urban areas with funds to operate and maintain a public transit service, and;

**Whereas**, the City qualifies for Federal Transit Administration (FTA) 5307 Urbanized Area Formula Funding Program monies as an urbanized area with a population over 50,000 and below 199,999, and;

**Whereas**, since 2013 the Arkansas Department of Transportation (ARDOT) has been designated recipient and the direct recipient of the Conway Urbanized Area Formula Grant (Section 5307) funds, and;

**Whereas**, the FTA will allow ARDOT to authorize another public entity as the direct recipient for Section 5307 funds (Circular 9030.1E), and;

**Whereas**, Central Arkansas Transit Authority d/b/a Rock Region Metropolitan Transit Authority (METRO) is a public entity that is legally eligible under federal transit law to apply for and receive grants directly from FTA, and;

**Whereas**, METRO is uniquely positioned as the state's largest public transit agency and closest public transit agency to Conway to provide limited transit service to the city by entering into a partnership with the City of Conway and therefore allowing the City to tap transit funding for which it is eligible, and;

**Whereas**, the City of Conway desires to request that ARDOT approve the designation of METRO as the designated recipient of the Conway Section 5307 funds and to petition FTA for final concurrence and approval.

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

**Section 1.** The City of Conway will make all the appropriate requests and upon approval by ARDOT and the FTA, METRO will be designated as the direct recipient of the Urbanized Area formula grant for the City of Conway, with the condition that the annual allocation would revert back to Conway upon request and termination of the Memo of Understanding, between METRO and the City of Conway concerning the operation and management of a Conway to Little Rock Vanpool program.

Passed this 27<sup>th</sup> day of February, 2018.

**Attest:**

**Approved:**

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

\_\_\_\_\_  
**Mayor Bart Castleberry**



**City of Conway, Arkansas  
Ordinance No. O-18-\_\_\_**

**AN ORDINANCE DISSOLVING MUNICIPAL IMPROVEMENT DISTRICT NO. 11 OF CONWAY, ARKANSAS;  
DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

**Whereas**, pursuant to the City of Conway Ordinance No. 097-63 dated October 14<sup>th</sup>, 1997, the City of Conway established Municipal Improvement District No. 11 of Conway, Arkansas (the "District"); and

**Whereas**, the purpose of the District was to install a water transmission lines, pump stations, and storage facilities to provide water from the Conway Corporation to property owners in the District; and

**Whereas**, to accomplish this, the District issued it's \$2,417,500 Municipal Improvement District No. 11 of Conway, Arkansas Improvement Bond (the "Bond"); and

**Whereas**, the owner of the Bond, the Arkansas, the Arkansas Natural Resources Commission (formerly the Arkansas Soil and Water Conservation Commission), Little Rock, Arkansas has certified that the Bond has been paid in full; and

**Whereas**, after January 1, 2018, no further special taxes on the assessed benefits will be required to pay the bond, and the collection of the special tax will be suspended; and

**Whereas**, as the collection of the special tax has been suspended and the Bond has been retired, there is no reason to continue the existence of the District.

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

**Section 1:** Municipal Improvement District No. 11 of the City of Conway, Arkansas be dissolved.

**Section 2:** The Commissioners of the District, Jerry Park, Marcie Garis and Robert Downey, be discharged as Commissioners of the District.

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

**Section 4:** It is hereby determined by the City Council that there is an immediate need for the District to be resolved, and therefore an emergency is declared to exist and this ordinance shall take effect and be in force from then to it's passage.

**PASSED** this 27<sup>th</sup> day of February, 2018.

**Approved:**

**Attest:**

\_\_\_\_\_  
**Mayor Bart Castleberry**

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



## RESOLUTION

WHEREAS, the Municipal Improvement District No. 11 of Conway, Arkansas (the "District") was created by City of Conway Ordinance No. 097-53 on October 14, 1997, pursuant to Arkansas Code Annotated § 14-88-101 *et seq.*; and

WHEREAS, the purpose of the District was to finance the construction of a water storage and transmission system (the "Project") to serve the property in the District; and

WHEREAS, on January 30, 1998, the District issued its \$2,417,500 Improvement Bond (the "Bond") to finance construction of the Project; and

WHEREAS, the Bond was scheduled to be retired on June 1, 2028; and

WHEREAS, as of February 1, 2017, the Bond has been retired, so the Bond was retired eleven years ahead of schedule; and

WHEREAS, in order to wind up the affairs of the District, it will be necessary to convey all real and personal property of the District to the City of Conway, which will assume the ownership of the real and personal property of the District which will be operated and maintained by Conway Corporation;

NOW, THEREFORE, IT IS HEREBY RESOLVED:

Section 1. That the affairs of the District be finalized;

Section 2. That the outstanding bonded indebtedness and any other debts of the District be retired;

Section 3. That all real and personal property of the District be conveyed to the City of Conway;

Section 4. That the remaining funds of the District be returned to the property owners in the District after payment of the District's final expenses;

Section 5. That the District file a final Act 210 Annual Taxpayer Transparency Improvement District Report of the District with the Faulkner County County Clerk;

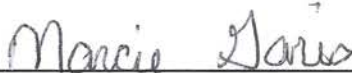
Section 6. That pursuant to Arkansas Code Annotated §§ 14-88-601 *et seq.*, the District be dissolved, all current and future levies and assessments be terminated, and the Board of Commissioners be relieved from further duties.

Section 7. That the Commissioners are authorized to do any and all things necessary to perform all other acts of whatever nature necessary to effect and carry out the authority conferred by this Resolution. They are further authorized, on behalf of the District, to execute all certificates and other instruments that may be required for carrying out the authority conferred by this Resolution or to evidence that authority and its exercise.

Section 8. All resolutions and parts there of in conflict herewith are repealed to the extent of such conflict.

Section 9. This resolution shall be in full force and effect from and after its adoption.

ADOPTED this \_\_\_\_\_ day of December, 2017.

  
\_\_\_\_\_  
Marcie Garis

  
\_\_\_\_\_  
Robert Downey



# Arkansas Natural Resources Commission



Bruce Holland  
Executive Director

101 East Capitol, Suite 350  
Little Rock, Arkansas 72201  
<http://www.anrc.arkansas.gov/>

Phone: (501) 682-1611  
Fax: (501) 682-3991  
E-mail: [anrc@arkansas.gov](mailto:anrc@arkansas.gov)

Asa Hutchinson  
Governor

June 22, 2017

MUNICIPAL IMPROVEMENT DISTRICT #11 OF CONWAY  
Attn: Marcie Garis  
205 MILL POND ROAD  
CONWAY, AR 72034

**RE: MUNICIPAL IMPROVEMENT DISTRICT #11 OF CONWAY- Loan  
Agreement No. BOND-98A02T**

Dear Ms. Garis:

Enclosed is a copy of the referenced loan amortization schedule reflecting your final payment. Our legal department is reviewing the lease purchase agreement and will send a release letter in the near future.

Your repayment of the above referenced debts will help insure the availability of funds for other eligible entities throughout the state.

Should the Arkansas Natural Resources Commission be able to assist you in any of your future endeavors toward quality water, please don't hesitate to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Holland".

Bruce Holland  
Executive Director

BH:skc

Enclosures

**Municipal Improvement District #11 OF Conway, Arkansas**  
**ANRC Loan #: BOND-98-02**  
**ANRC Project #: WRD-003-184**  
**Annual Amortization Schedule - 29 Year Loan - 1 Year Deferral**

as of date: Jul 22, 2003

<b>Loan Closing Date</b>	<b>Interest Start Date</b>	<b>First Payment Date</b>	<b>Loan Term Years</b>	<b>Annual Interest Rate</b>	<b>Total Principal</b>	<b>Annual Payment</b>
Oct 19, 1998	Oct 19, 1998	Jun 1, 2000	29	5.00%	\$ 2,492,268.04	\$ 132,204.00

Period	Date	Annual Payment			Remaining Balance	Date Paid	
		Amount	Interest	Principal			
					\$ 2,492,268.04		
	Jun 1, 1999	\$ 76,844.93	\$ 76,844.93	\$ -	2,492,268.04	PD	6/15/1999
	Jun 1, 2000	164,603.00	124,613.40	39,989.60	2,452,278.44	PD	6/15/2000
	Sep 1, 2000	581,000.00	-	581,000.00	1,871,278.44	PD	9/1/2000
1	Jun 1, 2001	132,204.00	100,826.42	31,377.58	1,839,900.86	PD	6/15/2001
2	Jun 1, 2002	132,204.00	91,995.05	40,208.95	1,799,691.92	PD	6/14/2002
3	Jun 1, 2003	132,204.00	89,984.60	42,219.40	1,757,472.51	PD	6/13/2003
4	Jun 1, 2004	132,204.00	87,873.63	44,330.37	1,713,142.14	PD	6/15/2004
5	Jun 1, 2005	132,204.00	85,657.11	46,546.89	1,666,595.25	PD	6/15/2005
6	Jun 1, 2006	132,204.00	83,329.76	48,874.24	1,617,721.01	PD	6/15/2006
7	Jun 1, 2007	332,204.00	80,886.05	251,317.95	1,366,403.06	PD	6/15/2007
8	Jun 1, 2008	184,995.62	68,320.15	116,675.47	1,249,727.59	PD	6/15/2008
9	Jun 1, 2009	155,226.15	62,486.38	92,739.77	1,156,987.82	PD	6/15/2009
10	Jun 1, 2010	146,887.00	57,849.39	89,037.61	1,067,950.21	PD	6/15/2010
11	Jun 1, 2011	188,761.21	53,397.51	135,363.70	932,586.51	PD	6/15/2011
12	Jun 1, 2012	185,599.00	46,629.33	138,969.67	793,616.84	PD	6/15/2012
13	Jun 1, 2013	132,204.00	39,680.84	92,523.16	701,093.68	PD	6/15/2013
14	Jun 1, 2014	132,204.00	35,054.68	97,149.32	603,944.36	PD	6/2/2014
15	Jun 1, 2015	211,593.08	30,197.22	181,395.86	422,548.50	PD	6/1/2015
16	Jun 1, 2016	290,952.68	21,127.43	269,825.25	152,723.25	PD	6/15/2016
17	Jun 1, 2017	160,359.41	7,636.16	152,723.25	-	PD	6/20/2017
<b>TOTALS</b>		<b>\$ 3,736,658.08</b>	<b>\$ 1,244,390.04</b>	<b>\$ 2,492,268.04</b>			

**RELEASE AGREEMENT**  
**Bond 98A02**

This RELEASE AGREEMENT, effective as of August 29, 2017, was executed by the ARKANSAS NATURAL RESOURCES COMMISSION (COMMISSION), formerly known as the Arkansas Soil and Water Conservation Commission.

WHEREAS MUNICIPAL IMPROVEMENT DISTRICT NO. 11 OF CONWAY, ARKANSAS (CONWAY) entered into Lease Purchase Agreement Bond 98A02 (Agreement), with the COMMISSION, dated October 19, 1998 and filed for record in the office of the Circuit Clerk and Ex-Officio Recorder of Faulkner County as Document #2000-14944; and any revisions;

AND WHEREAS in accordance with the terms of this Agreement, the COMMISSION hereby acknowledges payment and satisfaction of the debt in full secured by the Agreement with payment on or before August 29, 2017;

NOW, THEREFORE, the COMMISSION declares that the aforementioned Lease Purchase Agreements and all obligations and duties of CONWAY, or their successors and assigns, are satisfied, and that the COMMISSION'S interest in any real property, personal property, easements or any entitlement to first lien pledges on any Net Revenues of the Systems as security for these loans, is terminated and released in full.

IN WITNESS WHEREOF, the COMMISSION has caused this Release Agreement to be executed and delivered by their duly authorized officials and officers.

Executed this 5<sup>th</sup> day of September, 2017

**ARKANSAS NATURAL  
RESOURCES COMMISSION**

  
Don Richardson, Chairperson

ATTEST:

  
Bruce Holland  
Executive Director/ Ex-Officio Secretary

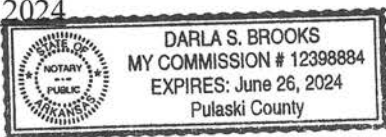
**ACKNOWLEDGMENT**

STATE OF ARKANSAS    )  
  ) ss  
COUNTY OF PULASKI    )

Before me on the 8<sup>th</sup> day of September, 2017, appeared DON RICHARDSON, Chairperson, and BRUCE HOLLAND, Executive Director/Ex-Officio Secretary, of the ARKANSAS NATURAL RESOURCES COMMISSION, both known to me personally, and being authorized by resolution duly adopted by the Commission, subscribed the foregoing Release Agreement 95B13 for all the intents and purposes therein contained.

  
DARLA S. BROOKS, NOTARY PUBLIC

MY COMMISSION EXPIRES  
June 26, 2024



This document, prepared by Deanna Dorrrough Ray, of the ANRC legal staff.





**City of Conway, Arkansas  
Ordinance No. O-18-\_\_**

**AN ORDINANCE APPROPRIATING FUNDS FOR THE PURCHASE OF ADDITIONAL RADIO EQUIPMENT FOR THE AIRPORT DEPARTMENT; AND FOR OTHER PURPOSES.**

**Whereas**, The City’s Airport department has determined that a need exists for additional radio equipment to integrate the Airport’s existing VHF radios with the City’s new radio system.

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

**Section 1:** The City of Conway shall appropriate \$4,100 from the Airport’s Unallocated Fund balance to expenditure accounts in the Airport Department as follows: Accountable Equipment (550.109.5650) \$4,100

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

**PASSED** this 27<sup>th</sup> day of February, 2018.

**Approved:**

\_\_\_\_\_  
**Mayor Bart Castleberry**

**Attest:**

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





**City of Conway, Arkansas  
Ordinance No. O-18-\_\_\_\_\_**

**AN ORDINANCE APPROPRIATING GRANT FUNDS FOR THE REPLACEMENT OF THE GATLIN PARK PEDESTRIAN BRIDGE ON TUCKER CREEK TRAIL FOR THE STREET AND ENGINEERING DEPARTMENT, AND FOR OTHER PURPOSES;**

**Whereas**, grant funds in the amount of \$20,684.64 were received from FEMA DISASTER # 4318 in support of the replacement of the Gatlin Park Pedestrian Bridge 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 and appropriate grant funds in the amount of \$20,684.64 from Federal Miscellaneous Grant Account (399-000-4200) to the Street Department Grant Miscellaneous Account (399-201-5990). The City of Conway Project Management number with FEMA is CWY003G-Recreational Trail Bridge.

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

**PASSED** this 27<sup>th</sup> day of February, 2018.

**Approved:**

\_\_\_\_\_  
**Mayor Bart Castleberry**

**Attest:**

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



**City of Conway, Arkansas**  
**Ordinance No. O-18- \_\_\_\_\_**

**AN ORDINANCE ACCEPTING AND APPROPRIATING DONATION FUNDS FOR THE CONWAY HISTORIC DISTRICT COMMISSION'S COLLEGE AVENUE HISTORIC DISTRICT NATIONAL REGISTER OF HISTORIC PLACES NOMINATION, AND FOR OTHER PURPOSES;**

**Whereas**, Arkansas Historic Preservation Program (AHPP) has awarded grant funds in the amount of \$2,500.00 to support the City of Conway's Historic District Commission; and

**Whereas**, Awarded grant funds were used as to pay a qualified consultant who created the nomination for a College Avenue National Register Historic District; and

**Whereas**, said nomination was completed and submitted to the Arkansas Historic Preservation Program and the State Review Board. The State Review Board approved the nomination which has been forwarded to the National Park Service for review and approval.

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

**Section 1:** The City of Conway, Arkansas, shall accept donation funds in the amount of \$2,500 and appropriate said funds from the State Grant Revenue account (399-000-4751) to the Planning Grant Expense account (399-105-5799). The City of Conway Project Management number is 399-105C.

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

**PASSED** this 27<sup>th</sup> day of February, 2018.

**Approved:**

\_\_\_\_\_  
**Mayor Bart Castleberry**

**Attest:**

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



**City of Conway, Arkansas**  
**Ordinance No. O-18-\_\_\_**

**A ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN LANDS COMPRISED OF 3.15 ACRES IDENTIFIED AS 6162 AND 6231 MARSHALL RIVER ROAD, TO THE CITY OF CONWAY, FOR OTHER PURPOSES:**

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

**Section 1:** That the City of Conway, Arkansas, hereby accepts the hereinafter described territory, annexed to said City by order of the County Court of Faulkner County, Arkansas heretofore entered on **January 25, 2018** and said territory being situated in Faulkner County, Arkansas, shall be a part of the City of Conway and shall be rezoned **A-1** and described as follows:

[6162 Marshall River Road]

Part of the NE 1/4 NW 1/4 Section 19, T5N, R14W, Faulkner County, Arkansas, described as beginning at the NW corner of said NE 1/4 NW 1/4, thence along the North line of said NE 1/4 NW 1/4 S89°22'30" East, 173.64 feet; thence S00°30' West, 140.5 feet; thence S89°22'30" East, 191.5 feet; thence S00°39' West, 81.12 feet or to the centerline of a 30 foot public road easement; thence along said centerline to a point S75°24' West, 39.11 feet; thence S60°15'25" West, 107.37 feet; thence S48°02'50" West, 195.79 feet; thence S87°36'26" West, 86.0 feet or to the West line of said NE 1/4 NW 1/4; thence along said West line North 423.2 feet to the point of beginning. Reserving the South 15.0 feet for public road purposes.

[6231 Marshall River Road]

Part of the N 1/2, NW 1/4 NW 1/4, Section 19, T5N, R14W, Faulkner County, Arkansas, described as beginning at the SE corner of said N 1/2, NW 1/4 NW 1/4; thence North 172 feet to the point of beginning; thence continuing North 130.0 feet; thence S88°51'38" W, 278.80 feet; thence S39°30' W, 171.30 feet; thence N88°51'38" E, 387.77 feet, to the point of beginning containing 1.0 acres more or less together with road easements described as being a part of the NE 1/4 NW 1/4, Section 18, T5N, R14W, Faulkner County, Arkansas, described as beginning at the SW corner of the N 1/2, of the NE 1/4 NW 1/4 of said Section 19; thence North 237.3 feet to the origination point of said road easement; thence N87°36'26" E 86.0 feet; thence N48°02'50" E 197.75 feet; thence N60°15'25" E 128.73 feet; thence N75°24' E 272.61 feet; thence S74°26' E 238.74 feet; thence S31°36' E 159.60 feet; thence S8°44' E 201.7 feet; thence S75°08' E 66.9 feet; thence N31°44' E 201.7 feet; thence S75°08' E 66.9 feet; thence N31°51' E 79.6 feet; thence S64°03' E 105.06 feet; thence S70°08' E 136.0 feet or to the West right of way of a county road, said point begin the termination point of said road easement.

And that the above described lands and territory be, and the same hereby are, declared to be a part of the City of Conway, Faulkner County, Arkansas.

**Section 2:** That the City of Conway hereby accepts the following section of street for the purpose of providing street frontage for the issuance of building permits, but NOT as public street for maintenance.

The portion of Marshall River road that fronts upon this property

**Section 3:** From and after this date, all inhabitants residing within and upon the hereinabove described lands and territory shall have and enjoy all the rights and privileges of, and be subject to all the laws, rules, ordinances, limitations and regulations imposed upon the inhabitants within the original limits of said City of Conway, Arkansas, and for voting purposes, said lands are hereby assigned to and designated as part of **Ward 1** of the City of Conway, Arkansas.

**Section 4:** It is hereby ascertained and declared that it is necessary for the protection and preservation of the public health and safety that the foregoing ordinance shall take effect and be in force from and after its passage and publication.

**PASSED** this 27<sup>th</sup> day of February, 2018.

**Approved:**

---

**Mayor Bart Castleberry**

**Attest:**

---

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



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

## MEMO

**To:** Mayor Bart Castleberry  
**CC:** City Council Members

**From:** Jerry Rye, 2018 Planning Commission Chairman  
**Date:** February 21, 2018

**Re:** Request for Annexation of +/-3.15 acres, with A-1 zoning

---

Willie and Melinda Hoover have requested to annex to the City of Conway +/- 3.15 acres identified at 6162 and 6231 Marshall River Road, with the legal descriptions:

[6162 Marshall River Road]

Part of the NE 1/4 NW 1/4 Section 19, T5N, R14W, Faulkner County, Arkansas, described as beginning at the NW corner of said NE 1/4 NW 1/4, thence along the North line of said NE 1/4 NW 1/4 S89°22'30" East, 173.64 feet; thence S00°30' West, 140.5 feet; thence S89°22'30" East, 191.5 feet; thence S00°39' West, 81.12 feet or to the centerline of a 30 foot public road easement; thence along said centerline to a point S75°24' West, 39.11 feet; thence S60°15'25" West, 107.37 feet; thence S48°02'50" West, 195.79 feet; thence S87°36'26" West, 86.0 feet or to the West line of said NE 1/4 NW 1/4; thence along said West line North 423.2 feet to the point of beginning. Reserving the South 15.0 feet for public road purposes.

[6231 Marshall River Road]

Part of the N 1/2, NW 1/4 NW 1/4, Section 19, T5N, R14W, Faulkner County, Arkansas, described as beginning at the SE corner of said N 1/2, NW 1/4 NW 1/4; thence North 172 feet to the point of beginning; thence continuing North 130.0 feet; thence S88°51'38" W, 278.80 feet; thence S39°30' W, 171.30 feet; thence N88°51'38" E, 387.77 feet, to the point of beginning containing 1.0 acres more or less together with road easements described as being a part of the NE 1/4 NW 1/4, Section 18, T5N, R14W, Faulkner County, Arkansas, described as beginning at the SW corner of the N 1/2, of the NE 1/4 NW 1/4 of said Section 19; thence North 237.3 feet to the origination point of said road easement; thence N87°36'26" E 86.0 feet; thence N48°02'50" E 197.75 feet; thence N60°15'25" E 128.73 feet; thence N75°24' E 272.61 feet; thence S74°26' E 238.74 feet; thence S31°36' E 159.60 feet; thence S8°44' E 201.7 feet; thence S75°08' E 66.9 feet; thence N31°44' E 201.7 feet; thence S75°08' E 66.9 feet; thence N31°51' E 79.6 feet; thence S64°03' E 105.06 feet; thence S70°08' E 136.0 feet or to the West right of way of a county road, said point begin the termination point of said road easement.

The Planning Commission reviewed this request at its regular meeting on February 20, 2018. The Planning Commission voted 8-0, that this request be forwarded to the City Council with a recommendation for approval.

Please advise if you have any questions.

FILED

IN THE COUNTY COURT OF FAULKNER COUNTY, ARKANSAS  
2018 JAN 25 AM 10:44

Willie and Melinda Hoover, Petitioners

No. CC 2018-01

MARGARET DARTER  
FAULKNER COUNTY CLERK  
BY R. Wailes DC

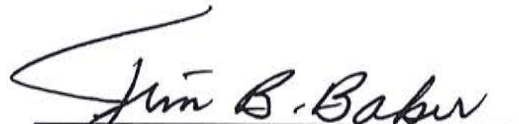
ORDER

Comes now before the Court is the above-styled case and after having been presented all the facts and circumstances and having considered the relevant laws, this Court finds and orders the following:

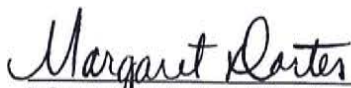
1. A petition for annexation was filed on or about August 24, 2017.
2. All appropriate signatures were affixed to the Petition, as required by A.C.A. 14-40-609.
3. The proposed site to be annexed was adequately described in the Petition and further displayed a map of the proposed site to be annexed.
4. The appropriate documentation was provided under A.C.A. 14-40-609.
5. Based on the above premises, the Petitioner's prayer is right and proper.


WHEREFORE, this Court finds that the Petition proposing the subject property's annexation into the City of Conway should be and hereby is GRANTED.

IT IS SO ORDERED.

  
\_\_\_\_\_  
HON. JIM B. BAKER  
Faulkner County Judge  
1/24/2018  
\_\_\_\_\_  
Date

We verify that the above referenced Petition complies with A.C.A. 14-40-609.

  
\_\_\_\_\_  
Margaret Darter, Clerk

  
\_\_\_\_\_  
Damon Edwards, Assessor



**ARKANSAS  
GIS OFFICE**

---

January 9, 2018

Mrs. Melinda Hoover  
6162 Marshall River Rd  
Conway, AR 72034

RE: City of Conway Annexation Coordination Requirement

Mrs. Hoover,

Thank you for coordinating with our office as you seek to annex property into the City of Conway, AR located in Section 19, Township 5 North, Range 14 West. This letter represents confirmation that you have properly coordinated with our office (Arkansas GIS Office) as specified in § 14-40-101 (Act 914 of 2015) of the 90<sup>th</sup> General Assembly.

Our office will wait completion of any additional steps necessary for the proposed boundary change, which normally comes from the Arkansas Secretary of State Elections Division after any appropriate filing by your County Clerk.

Thank you,

Jennifer Wheeler, GIS Analyst  
/jjw

Attachments:  
GIS Office Map of Proposed Annexation  
Secretary of State Municipal Change Checklist

H:\City\_Annexations\Cities\Conway\20180109\Doc\20180109\_Conway\_Annexation\_Coordination\_Letter.docx

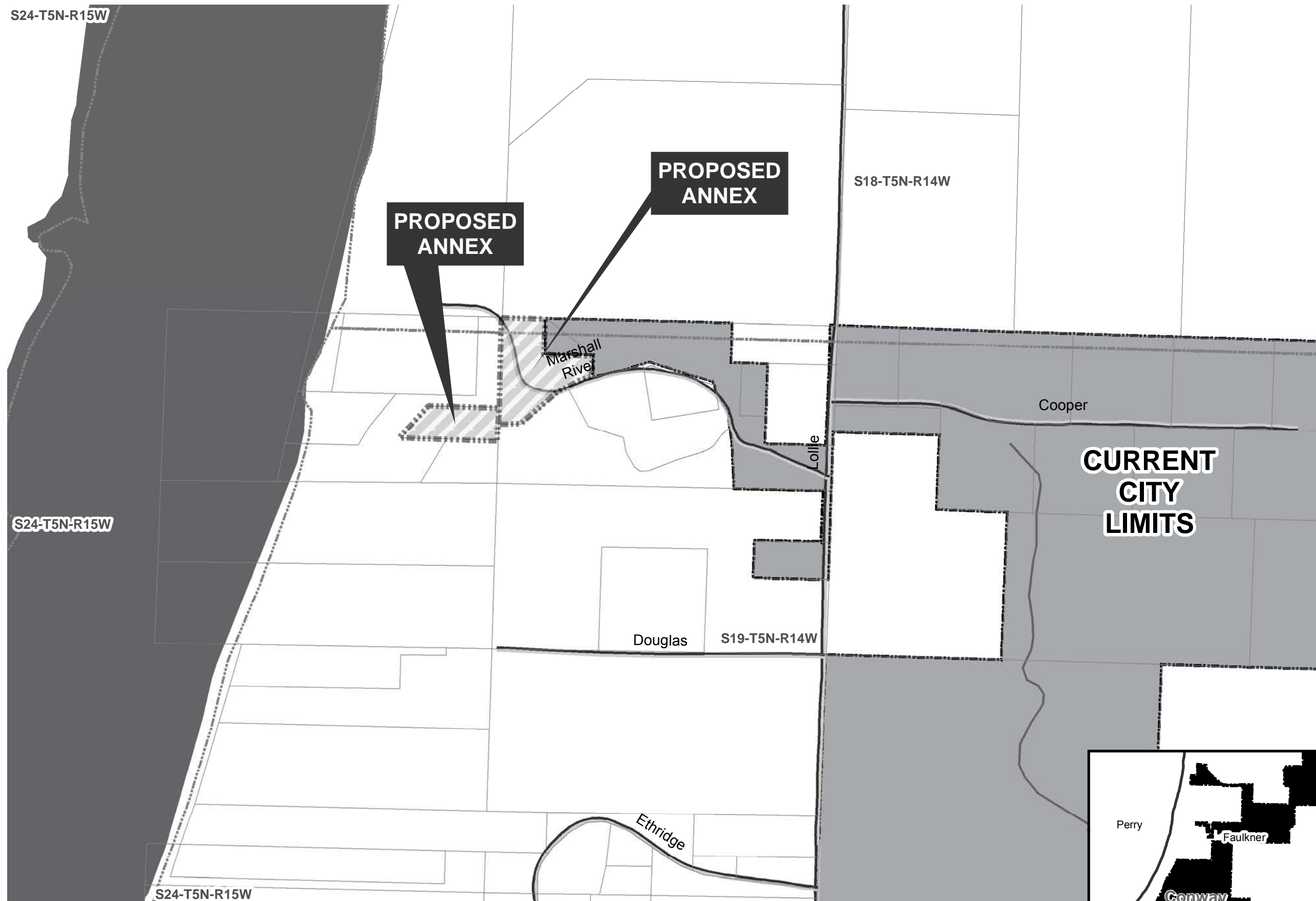
**Proposed Annex: City of Conway  
January 2018**

City: Conway  
Mayor: Bart Castleberry

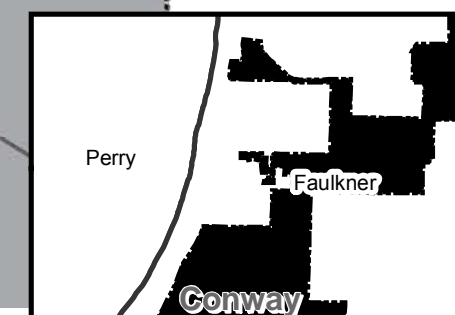
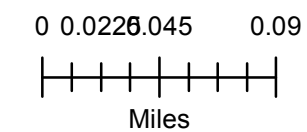
Arkansas Code 14-40-101.

Before an entity undertakes an annexation, consolidation, or detachment proceeding under this chapter, the entity shall coordinate with the Arkansas Geographic Information Systems Office for preparation of legal descriptions and digital mapping for the relevant annexation, consolidation, and detachment areas.

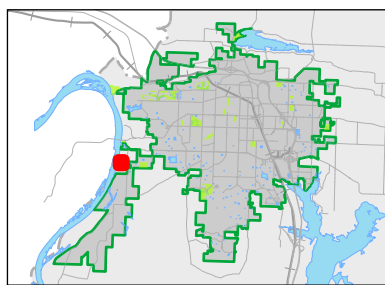
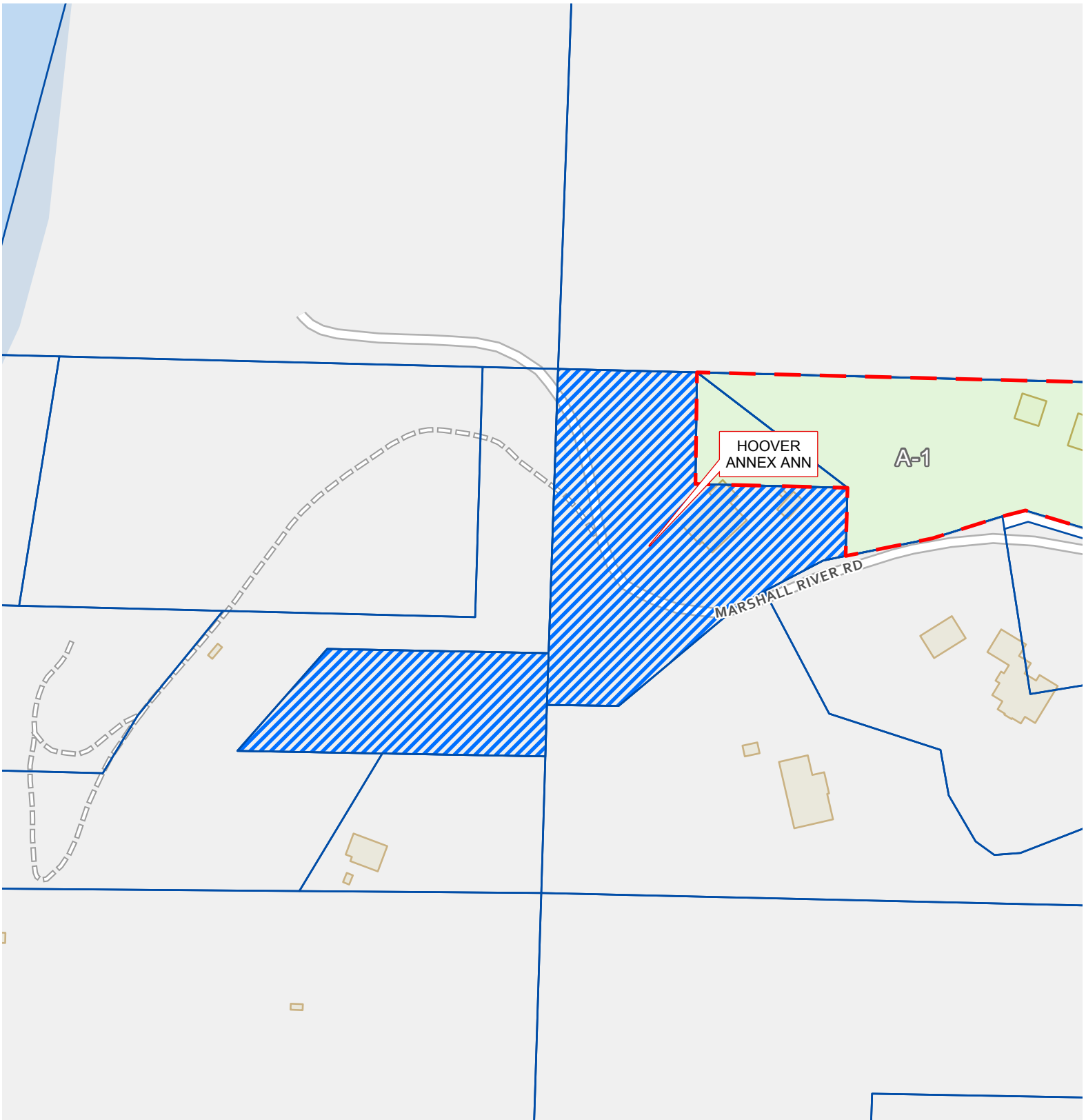
The map contained herein, is evidence, the entity has met requirements of Act 914 of 2015



- Proposed Annex
- Sections
- Parcels
- Minor Road
- River Flowline
- River
- Smaller Rivers
- Smaller Water Bodies
- Existing City
- Neighboring City
- County Boundary







DESCRIPTION	
Planning Commission	Review
--	--
3.24 ac.	

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

**City of Conway  
Planning & Development**

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www.cityofconway.org/pages/planning-development  
www.cityofconway.org/pages/gis

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**FEB 2018**



**City of Conway, Arkansas**  
**Ordinance No. O-18- \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 825/827 FAULKNER STREET FROM R-2A TO O-2:**

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

**Section 1:** The Zoning District Boundary Map of the Conway Land Development Code be amended by changing all the **R-2A** symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

825/827 FAULKNER STREET; LOT 19, BLOCK 26 ROBINSONS PLAN

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

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

**PASSED** this 27<sup>th</sup> day of February, 2018.

**Approved:**

\_\_\_\_\_  
**Mayor Bart Castleberry**

**Attest:**

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



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

## MEMO

**To:** Mayor Bart Castleberry  
**CC:** City Council Members

**From:** Jerry Rye, 2018 Planning Commission Chairman  
**Date:** February 21, 2018

**Re:** Request to rezone property located 825/827 Faulkner Street from R-2A to O-2

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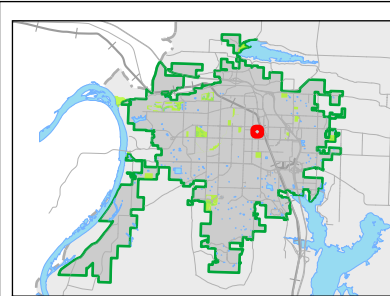
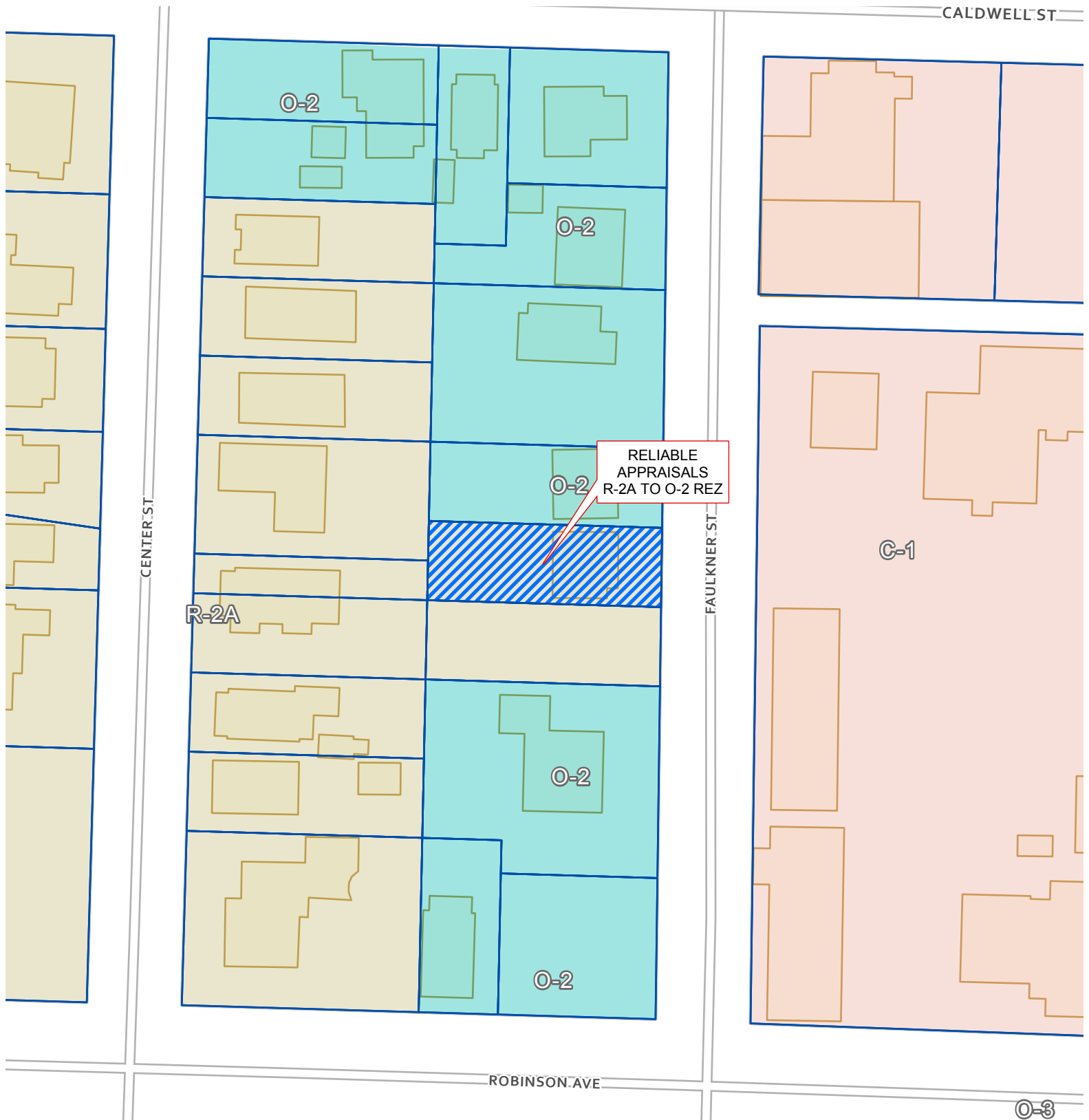
Riley Swindle of Reliable Appraisals has requested to rezone from R-2A to O-2, property located at 825/827 Faulkner Street, with legal description:

Lot 19, Block 26, Robinsons Plan

The applicant rezoned and renovated the adjacent property [829/831 Faulkner Street] in 2015 and wishes to do the same with the above reference property.

The Planning Commission reviewed this request at its regular meeting on February 20, 2018. The Planning Commission voted 8-0, that this request be forwarded to the City Council with a recommendation for approval.

Please advise if you have any questions.



**DESCRIPTION**  
 Planning Commission  
 Review  
 --  
 --  
 0.17 ac.

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

**City of Conway  
 Planning & Development**  
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 PLANNING AND DEVELOPMENT DEPARTMENT FOR  
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 www.cityofconway.org/pages/planning-development  
 www.cityofconway.org/pages/3

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 Feet  
**FEB 2018**



**City of Conway, Arkansas**  
**Ordinance No. O-18- \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT 1300 S DONAGHEY AVENUE FROM A-1 TO O-1:**

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

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

1300 S Donaghey Avenue, with the legal description: Being a part of the N1/2 NW1/4 NW1/4 of Section 24, T-5-N, R-14-W, Faulkner County, Arkansas; more particularly described as commencing at the NE corner of the NW1/4 NW1/4 S02°19'53"W, 359.26 feet to the point of beginning; thence continue alone said East line S02°19'53"W 297.86 feet to the SE corner of the N1/2 NW1/4 NW1/4; thence along the South line of said N1/2 NW1/4 NW1/4 N88°13'38"W 653.69 feet; thence leaving said South line N01°23'54"E 562.72 feet; thence S79°02'06"E 145.11 feet; thence S69°31'22"E 303.94 feet; thence S55°12'16"E 264.92 feet to the point of beginning containing 6.99 acres more or less.

to those of **O-1**, and a corresponding use district is hereby established in the area above described and said property is hereby rezoned.

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

**PASSED** this 27<sup>th</sup> day of February, 2018.

**Approved:**

\_\_\_\_\_  
**Mayor Bart Castleberry**

**Attest:**

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



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

## MEMO

**To:** Mayor Bart Castleberry  
**CC:** City Council Members

**From:** Jerry Rye, 2018 Planning Commission Chairman  
**Date:** February 21, 2018

**Re:** Request to rezone property located 1300 S Donaghey Avenue from A-1 to O-1

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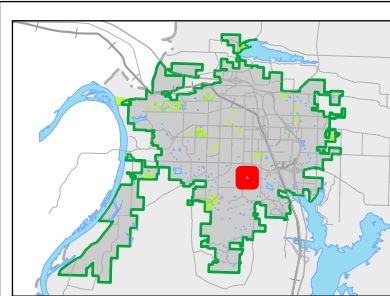
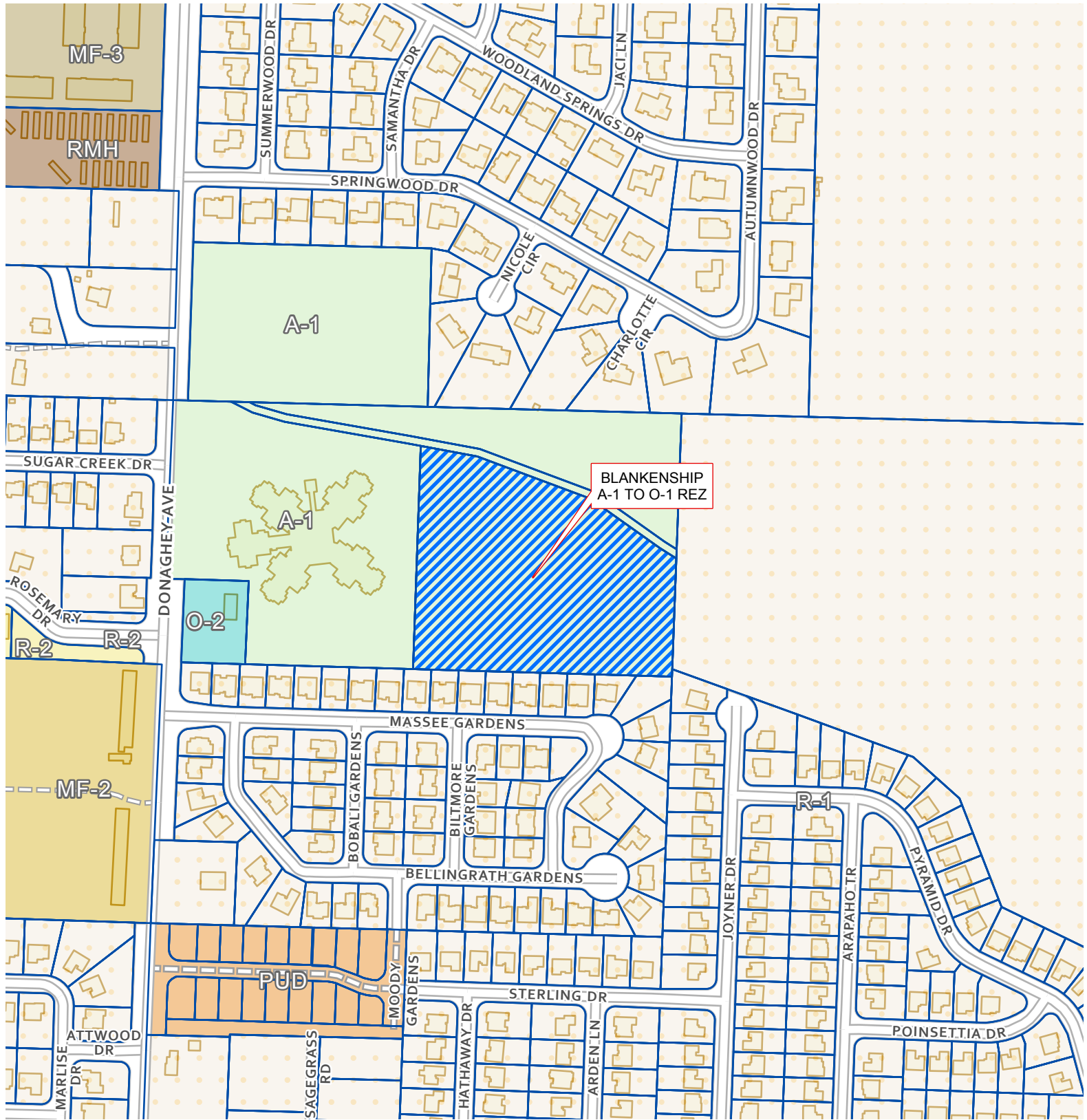
Elizabeth Blankenship has requested to rezone from A-1 to O-1, the +/-6.99 acres property located at 1300 S Donaghey Avenue, with legal description:

1300 S Donaghey Avenue, with the legal description: Being a part of the N1/2 NW1/4 NW1/4 of Section 24, T-5-N, R-14-W, Faulkner County, Arkansas; more particularly described as commencing at the NE corner of the NW1/4 NW1/4 S02°19'53"W, 359.26 feet to the point of beginning; thence continue along said East line S02°19'53"W 297.86 feet to the SE corner of the N1/2 NW1/4 NW1/4; thence along the South line of said N1/2 NW1/4 NW1/4 N88°13'38"W 653.69 feet; thence leaving said South line N01°23'54"E 562.72 feet; thence S79°02'06"E 145.11 feet; thence S69°31'22"E 303.94 feet; thence S55°12'16"E 264.92 feet to the point of beginning containing 6.99 acres more or less.

The applicant has been granted a 25' access easement across the north part of adjacent property at 1306 S Donaghey Avenue. Lots in O-1 zoning districts, without street frontage and with a 25' dedicated access easement to a public street, may be issued building permits per O-00-154. The applicant intends to construct independent living patio homes for lease to persons aged 55+.

The Planning Commission reviewed this request at its regular meeting on February 20, 2018. The Planning Commission voted 7-1, that this request be forwarded to the City Council with a recommendation for approval. Justin Brown voted in opposition.

Please advise if you have any questions.



DESCRIPTION	
Planning Commission Review	--
	--
7 ac.	

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

**City of Conway  
Planning & Development**

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www.cityofconway.org/pages/planning-development  
www.cityofconway.org/pages/gis

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280

Feet  
**FEB 2018**

# MEMO

City of Conway, Arkansas  
 Jamie Brice, Purchasing Manager  
 1201 Oak Street  
 Conway, AR 72032  
[www.cityofconway.org](http://www.cityofconway.org)

**To:** Mayor Bart Castleberry and City of Conway Council  
**CC:** Steve Ibbotson Felicia Rogers Jack Bell  
**From:** Jamie Brice  
**Date:** February 27, 2018  
**Re:** City of Conway Parks and Recreation RFP – Splash Pad

---

Council previously approved the application for a Splash Pad grant to be located at Laurel Park.

Request for Proposals were opened on February 23, 2018. The City's vendor list for this project included 21 vendors. Three proposals were received.

The total 50/50 reimbursing grant will be \$330,000. This amount was previously budgeted for in the 2018 budget. The total Proposal estimate is \$330,00.

Proposals were reviewed by Parks and Recreation, Purchasing, and the Mayor's office. We recommend awarding RJR Enterprises this project.

Sincerely,



Jamie Brice  
 Purchasing Manager  
 City of Conway

**Department Head Acknowledgement**

Name: Steve Ibbotson

Signature: Steve Ibbotson

Date: 02/23/18





## MEMORANDUM

**TO:** Mayor Bart Castleberry  
**FROM:** Aaron Knight *AK*  
**DATE:** February 19, 2018  
**SUBJECT:** Approval of Lease Purchase for Server Refresh

The Department of Information Systems and Technology began an assessment of core infrastructure in 2017. The City's server infrastructure is now at the five-year mark and is in need of refresh. In analyzing the various options, it was determined that an outright capital purchase would not be feasible budgetarily and would delay the needed refresh of the equipment. Working with HPE Financial Services, we have designed a capital lease program to facilitate the purchase. Service issues have begun to accelerate, and the cost of supporting the equipment now exceeds the cost of a lease payment for new equipment. This was discussed in our department budget meeting and the lease payment amount is included in the 2018 budget. Further, the lease document has been reviewed by the City Attorney and Chief Financial Officer.

Attached to this memo is the lease purchase agreement from Hewlett-Packard Financial Services Company for consideration of approval by the City Council.

# STATE AND LOCAL GOVERNMENT SINGLE SCHEDULE LEASE PURCHASE AGREEMENT

When we use the words **you** and **your** in this Lease, we mean **you, our customer**, which is the **Lessee** indicated below. When we use the words **we, us** and **our** in this Lease, we mean the **Lessor, Hewlett-Packard Financial Services Company**. Our address is 200 Connell Drive, Suite 5000, Berkeley Heights, NJ 07922

<b>CUSTOMER INFORMATION</b>	Lessee Name <b>City of Conway, Arkansas</b>	Tax ID #
	Billing Street Address/City/County/State/Zip 1201 OAK ST, CONWAY, AR, 72032, UNITED STATES	Phone No.
	Equipment Location Street Address/City/County/State/Zip 1201 OAK ST, CONWAY, AR, 72032, UNITED STATES	Phone No.
		Lease # 54197440340001
		Schedule # 54197440340001

<b>SUPPLIER INFORMATION</b>	Supplier Name ("Supplier") Insight	Phone No.	Fax No.
	Street Address/City/State/Zip	Contact Name:	

<b>EQUIPMENT DESCRIPTION</b>	Quantity	Make/Model	Price Each/Extension
		Refer to Insight Quotes # 219658253, 219658224 & 21631872 Attached	

<b>TERM AND LEASE PAYMENT SCHEDULE</b>	Lease Term (Months)	Lease Payment	Documentation Fee	Payment Timing (Check one)	Plus Applicable Taxes and Insurance
	60	1 @ \$ 0.00 Monthly 2 -60 @ \$59,696.81 Annually	N/A	<input checked="" type="checkbox"/> Advance <input type="checkbox"/> Arrears	
	Additional Provisions		Total Cash Price	Payment Frequency (Check one)	
	N/A	\$274,790.88	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi Annual <input checked="" type="checkbox"/> Annually <input type="checkbox"/> Other		
		Annual Rate of Interest	Latest Commencement Date		
		4.10%	3/31/2018		

### PART I

You agree to lease the equipment described above (collectively, "Equipment") on the terms and conditions of this lease agreement ("Lease"). The term of this Lease is set forth above. This Lease shall be effective with respect to the Equipment from and after the date of your acceptance of the Equipment. Each Lease Payment (singly, a Lease Payment and collectively, the "Lease Payments") are to be made in the manner specified above and shall commence on the date the Equipment is accepted by you as evidenced by your execution and delivery to us of a Delivery and Acceptance Certificate with respect to the Equipment. You must notify us of any change in the Equipment to be included in any proposed Lease and we reserve the right to accept or reject such change. Our acceptance of this Lease shall be evidenced by our execution hereof.

### PART II

1. **TERMS AND CONDITIONS.** In consideration of our purchase of the Equipment selected by you, we lease to you, and you lease from us, the Equipment identified above pursuant to the terms and conditions set forth herein. **THIS LEASE AND THE DOCUMENTS REFERRED TO HEREIN CONSTITUTE THE FULL AND ENTIRE AGREEMENT** between you and us in connection with the Equipment and **MERGES ANY OTHER UNDERSTANDING**. In no case shall the preprinted terms and conditions on the Supplier's standard transactional documentation (e.g., order forms and invoices) apply to us. Neither you nor we rely on any other statement, representation or assurance of cure. This lease can be neither canceled nor modified except by a written agreement signed by both parties.

2. **YOUR WARRANTIES TO US.** You expressly represent and warrant to us, and we rely on, each of the following statements: (a) you have read and understood this Lease; (b) **you have selected the equipment and specifications, and the equipment will meet your needs**; (c) you will authorize us to pay for the Equipment only after you have received and accepted the

Equipment as fully operable for your purposes; (d) the interest portion of the Lease Payments shall be excluded from gross income for federal income tax purposes, and you will do nothing to cause, nor fail to take action which results in, the interest portion of the Lease Payments being includable in gross income for federal income tax purposes; (e) **NEITHER THE SUPPLIER OF THE EQUIPMENT NOR ANY OF ITS SALESPERSONS ARE, OR HAVE ACTED AS, OUR AGENTS OR EMPLOYEES**; (f) financial information and other statements provided to us are accurate and correct and will be updated upon our request during the term of this Lease; (g) you are a political subdivision or agency or department of a State; (h) the entering into and performance of this Lease are authorized under the laws and constitution of your state and do not violate or contradict any judgement, law, order, or regulation, or cause any default under any agreement to which you are a party; (i) you have complied with all bidding requirements and, where necessary, have properly presented this Lease for approval and adoption as a valid obligation on your part; (j) this Lease is a legal, valid and binding obligation enforceable in accordance with its terms; (k) you have sufficient appropriated funds

or other moneys available to pay all amounts due under this Lease for your current fiscal period; (l) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to own, use or operate the Equipment during the term of this Lease and you will use the Equipment only for your governmental purposes; (m) You do not and will not: 1) export, re-export, or transfer any Equipment, software, source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States and other applicable governments; and 2) use any Equipment, software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries, without prior authorization from the United States and other applicable governments. You are not an entity or person designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited. Upon our request, you agree to provide us with an opinion of counsel as to clauses (g) through (j) above, a certificate of appropriations as to clause (k) above, an essential use letter as to clause (l) above, and any other documents that we request, including information statements to be filed with the Internal Revenue Service, with all such documents being in a form satisfactory to us.

**3. YOUR WAIVER OF DAMAGES AND WARRANTIES FROM US. YOU LEASE THE EQUIPMENT FROM US "AS IS, WHERE IS." EXCEPT AS TO QUIET ENJOYMENT, WE MAKE ABSOLUTELY NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY THE SUPPLIER, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST THE SUPPLIER AND YOU HEREBY WAIVE ANY SUCH CLAIM AGAINST US. ALL WARRANTIES FROM THE SUPPLIER TO US, TO THE EXTENT ASSIGNABLE, ARE HEREBY ASSIGNED TO YOU FOR THE TERM OF THIS LEASE FOR YOUR EXERCISE AT YOUR EXPENSE. YOU SHALL HOLD US HARMLESS AND SHALL BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE EQUIPMENT. NO REPRESENTATION OR WARRANTY BY THE SUPPLIER OR SALESPERSON IS BINDING ON US NOR SHALL BREACH OF SUCH WARRANTY RELIEVE YOU OF YOUR OBLIGATIONS TO US. IN NO CASE SHALL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.**

**4. PAYMENTS.** You agree to make Lease Payments as set forth above and to pay such other charges as provided herein. **IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THIS LEASE SHALL BE NON-CANCELABLE (EXCEPT AS SET FORTH IN SECTION 6 HEREOF), AND THAT THIS LEASE IS A NET LEASE. YOU AGREE THAT YOU HAVE AN ABSOLUTE AND UNCONDITIONAL OBLIGATION TO PAY ALL LEASE PAYMENTS AND OTHER AMOUNTS WHEN DUE.** You hereby authorize us to reduce the lease payments by up to twenty percent (20%) in the event that the actual total cost of the equipment at the time of closing is less than the estimate. Lease Payments shall be increased by any cost or expense we incur to preserve the Equipment or to pay taxes, assessments, fees, penalties, liens, or encumbrances. Unless we give written notice of a new address, all payments under this Lease shall be sent to us at the address provided at the beginning of this Lease. Each payment received, at our discretion, will be applied first to the oldest charge due under this Lease. **YOU AGREE THAT TIME IS OF THE ESSENCE AND TO MAKE PAYMENTS REGARDLESS OF ANY PROBLEMS YOU MIGHT HAVE WITH THE EQUIPMENT INCLUDING ITS OPERATION, CAPABILITY, INSTALLATION, OR REPAIR AND REGARDLESS OF ANY CLAIM, SETOFF, DEFENSE YOU MIGHT HAVE AGAINST THE SUPPLIER, MANUFACTURER, SALESPERSON, OR OTHER THIRD PARTY.** Without our prior written consent, any payment to us of a smaller sum than due at any time under this Lease shall not constitute a release or an accord and satisfaction for any greater sum due, or to become due, regardless of any endorsement restriction, unless otherwise agreed by both parties in a signed writing.

**5. FUNDING INTENT.** You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You agree that your chief executive, chief financial or administrative officer will provide for funding for such payments in your annual budget request submitted to your governing body. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.

**6. NONAPPROPRIATIONS OF FUNDS.** If (i) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for all Lease Payments and all other payments due under this Lease for such fiscal period, and (ii) you have exhausted all funds legally available for such payments, then you will give us written notice and return the Equipment to us, and this Lease will terminate as of the last day of the fiscal period for which funds are available to pay amounts due under this Lease. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with this Lease for which funds have been budgeted and appropriated or are otherwise legally available.

**7. TAXES, ASSESSMENTS AND FEES.** You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such filings. We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each invoice or annually, as invoiced. In addition, you authorize us to file at our option financing statements and/or fixture filings without your signature. If we request, you will execute such financing statements and/or fixture filings. To the extent permitted by law, you hereby grant us a security interest in all Lease Payments and Equipment, and all of your interest therein, and all proceeds and products thereof. You agree to pay us a documentation fee to be billed with the first Lease Payments to cover account setup and administrative costs. You agree to reimburse us for reasonable costs incurred in collecting taxes, assessments, or fees for which you are liable, and any collection charges attributable thereto, including reasonable attorney fees.

**8. NOTICE.** All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. mail, addressed to the party receiving the notice at its address shown on page 1 of this Lease (or to any other address specified by that party in writing) with first class postage prepaid.

**9. SUCCESSORS AND ASSIGNMENTS. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT,** and even with our consent, you shall remain jointly and severally liable to the full extent with your assignee. **WE WILL NOT SELL, DISCOUNT, FACTOR, HYPOTHECATE OR OTHERWISE DISPOSE OF OUR INTEREST IN THE EQUIPMENT OR THIS LEASE. .**

**10. OWNERSHIP AND TITLE,** You will have title to the Equipment upon your acceptance of it; provided, however, that title will immediately vest in us or our assignee if this Lease is terminated because you have not appropriated funds for payment of Lease Payments or other amounts due hereunder, as provided in Section 6 of this Lease or if you are in default of this Lease pursuant to the terms of Section 16 of this Lease. We have the right to inspect the Equipment, and have the right to affix and display a notice of our security interest in the Equipment. The Equipment shall remain personal property whether or not affixed to realty and shall not be part of any real property on which it is located. At our request, you shall obtain a landlord and/or mortgage waiver for the Equipment. All additions, attachments, and accessories placed on the Equipment become part of the Equipment unless removed prior to the termination of this Lease. You agree to maintain the Equipment so that it may be removed from the property or building where located without damage.

11. OPERATION AND TERMINATION. You shall be solely responsible for the installation, operation, and maintenance of the Equipment, shall keep it in good condition and working order, and shall use and operate the Equipment in compliance with applicable laws. If the Equipment is of the type not normally maintained by you, then you, at your expense, shall maintain in full force and effect throughout the term of this Lease Supplier's standard maintenance contract. You agree to keep and use this Equipment only at the address specified above, to never abandon or move the Equipment from that address, nor relinquish possession of the Equipment except to our agent. If you are required to return the Equipment to us for any reason, you shall, at your expense, wipe clean or permanently delete all data contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, immediately crate, insure and return the Equipment to the designated location in as good a condition as when you received it, excepting only reasonable wear and tear. In the case of any item of Software to be returned to us, you will also deliver to us the original certificate of authenticity issued by the licensor of such Software, if any.

12. RISK OF LOSS AND INSURANCE. During the term of this Lease, you bear the entire risk of loss or damage to the Equipment. You shall immediately notify us of the occurrence of any loss or other occurrence affecting our interests and shall make repairs or corrections at your expense. In such event, and to the extent permitted by law, you agree to continue to meet all payment and other obligations under this Lease. You agree to keep the Equipment insured at your expense against risks of loss or damage from any cause whatsoever. You agree that such insurance shall not be less than the replacement value of the Equipment. You also agree that the insurance shall be in such additional amount as is reasonable to cover us for public liability and property damage arising from the Equipment or your use of it. You agree to name us as the loss payee and an additional insured. Upon our request, you agree to furnish proof of each insurance policy including a certificate of insurance and a copy of the policy. The proceeds of such insurance shall be applied at our sole election toward the replacement or repair of the Equipment or payment towards your obligations. If you so request and we give our prior written consent, in lieu of maintaining insurance as described herein, you may self insure against such risks, provided that our interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business practices with respect with such insurance risk. You will give us certificates or other evidence of such insurance on the commencement date of this Lease, and at such times as we request. Such insurance obtained will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.

13. INDEMNITY. You agree, to the extent permitted by law, to indemnify and hold us harmless from and against, any and all losses, damages, injuries, claims, demands, and expenses, including any and all attorney's fees and legal expenses ("Claims") arising from or caused by any actual or alleged use, possession, maintenance, condition (whether or not latent or discoverable), operation, location, delivery or transportation of any item of Equipment.

14. TRANSFER OF EQUIPMENT AT END OF TERM OF LEASE AND PURCHASE OPTION. When you have paid all Lease Payments and all other amounts due under this Lease and have satisfied the other terms of this Lease, we shall transfer all of our interest in the Equipment to you "AS IS, WHERE IS," without any warranty, express or implied, from us. With 30 days prior written notice, you may purchase the Equipment (other than software that we may not be authorized to sell) on any Lease Payment date for an amount equal to the rent due on the Lease Payment date, the remaining Lease Payments due under this Lease discounted at the annual rate of 3% and all other amounts due under this Lease. You may exercise this purchase option only if you are not in default under the terms of this Lease.

15. COLLECTION CHARGES AND ATTORNEY'S FEES. If any part of any sum is not paid when due, you agree to pay us: (i) in the first month, a late charge to compensate us for

collecting and processing the late sum, such late charge is stipulated and liquidated at the greater of \$.05 per dollar of each delayed sum or \$15; plus (ii) a charge for every month after the first month in which the sum is late to compensate us for the inability to reinvest the sum, such charge is stipulated and liquidated at 1 1/2% per month, or when less, the maximum allowed by law.

16. DEFAULT. You shall be in default of this Lease on the occurrence of any of the following events: (a) you fail to pay any Lease Payment or any other amount due under this Lease within 10 days after it first becomes due; (b) you assign, move, pledge, sublease, sell or relinquish possession of the Equipment, or attempt to do so, without our written authorization; (c) you breach any other obligations under this Lease, or any other agreement with us, and fail to cure such breach within ten days after we send notice of the existence of such breach; (d) you breach any warranty to us; (e) any execution or writ of process is issued in any action or proceeding to seize or detain the Equipment; or (f) you file a voluntary petition in bankruptcy, you are adjudicated as a bankrupt, or any proceeding is filed against you under the bankruptcy or similar laws of the United States or the state where the Equipment is located, and the proceeding is not dismissed within 60 days after filing.

17. REMEDIES. Should you default, we have the right to collect and to exercise any or all of the following: (a) we may cancel or terminate this Lease or any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, all Lease Payments for the remainder of your current fiscal period; (c) we have the right to immediately retake possession of the Equipment without any court order or other process of law and for such purpose may enter upon any premises where the Equipment may be, remove the same and apply any proceeds from any sale or lease of the Equipment to the payment of amounts which would have been due, if the default had not occurred; and (d) we have the right to exercise any remedy at law or equity, notice thereof being expressly waived by you. Our delay or failure to exercise a remedy constitutes neither a waiver of any other remedy or a release of your liability to return the Equipment or for any loss or Claim with respect thereto. You shall be liable for all reasonable costs and expenses incurred in the repossession, recovery, storage, repair, sale, re-lease or other disposition of the Equipment.

18. SEVERABILITY. The provisions of this Lease are severable and shall not be affected or impaired if any one provision is held unenforceable, invalid, or illegal. Any provision held in conflict with any statute or rule of law shall be deemed inoperative only to the extent of such conflict and shall be modified to conform to such statute or rule.

19. RELEASES. To the extent permitted by applicable law, you hereby waive your rights to: (a) cancel or repudiate this Lease; (b) revoke acceptance of or reject the Equipment; (c) claim a security interest in the Equipment; (d) accept partial delivery of the Equipment; (e) sell or dispose of the Equipment upon rejection or revocation; (f) seek "cover" in substitution for this Lease from us.

20. MITIGATION OF DAMAGES. Should we use or dispose of any returned or repossessed Equipment, we will credit the amount that you owe with any excess which we actually recover over the cost of retaking and disposing of the Equipment. Any action under this Lease by you for claims against us for indemnity, misrepresentation, breach of warranty and contract default or any other matter shall be commenced within one (1) year after any such cause of action accrues. The provisions of this Section 20 shall be applied only to the extent permitted by the laws of the state where the Equipment is located.

21. MISCELLANEOUS. Regardless of any conflicting provisions in this Lease, this Lease will be governed by the laws of the state in which the Equipment is located. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to

be charged or collected by applicable law, and such excess payment will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. All representations, warranties and covenants made by you hereunder shall survive the

termination of this Lease and shall remain in full force and effect. All of our rights, privileges and indemnities under this Lease, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the expiration or termination of this Lease, shall survive such expiration or termination and be enforceable by us and our successors and assigns. You agree that we may disclose any information provided by you to us or created by us in the course of administering this Lease to any of our parent or affiliates.

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**BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS LEASE.**

**CITY OF CONWAY, ARKANSAS**

**HEWLETT-PACKARD FINANCIAL SERVICES COMPANY**

X \_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Print Name & Title Date

X \_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Print Name & Title Date

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**CERTIFICATION**

I, the undersigned, DO HEREBY CERTIFY that I am a duly elected or appointed and acting officer (or duly authorized designee of such officer) of CITY OF CONWAY, ARKANSAS (the "Customer"), a political subdivision or agency or department of the State of ARKANSAS and that I have custody of the records of the Customer; that the individual executing the above State and Local Government Single Schedule Lease Purchase Agreement (the "Lease") on behalf of the Customer is incumbent in the office printed or typed below his/her signature and is duly authorized to execute and deliver the Lease and all related documents, in the name and on behalf of the Customer; and that the signature of such individual is his/her authentic signature.

IN WITNESS WHEREOF, I have hereto set my hands and affixed the seal of the Customer this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Certifier's Signature [To be executed by person other than individual executing above lease.]

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title



**City of Conway, Arkansas  
Ordinance No. O-18-\_\_\_\_**

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

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

Various companies	\$ 15,778.46	Extra Duty Services
AR State Police	\$3,072.72	Taskforce Funds

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

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

**Section 1.** The City of Conway shall appropriate funds from various companies in the amount of \$15,778.46 from 001.121.4185 to the CPD 2017 overtime expense account, 001.121.5114.

**Section 2.** The City of Conway shall appropriate funds from Arkansas State Police in the amount of \$3,072.72 from 304.000.4201 to the CPD 2017 overtime expense account 001.121.5114.

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

**PASSED** this 27<sup>th</sup> day of February , 2018.

**Approved:**

\_\_\_\_\_  
**Mayor Bart Castleberry**

**Attest:**

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



**City of Conway, Arkansas  
Ordinance No. O-18-\_\_**

**AN ORDINANCE APPROPRIATING GRANT FUNDS RECEIVED FROM THE ARKANSAS DEPARTMENT OF EMERGENCY MANAGEMENT FOR THE CONWAY POLICE DEPARTMENT SWAT TEAM; AND FOR OTHER PURPOSES**

**Whereas**, the City of Conway has been awarded funds in the amount of \$116,000 through the Faulkner County Judge’s office from the AR Department of Emergency Management for equipment purchases for the Conway Police Department’s SWAT team and;

**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 \$116,000 and appropriate from 399.000.4200, State Grant Revenue account into the Machinery and Equipment State Grant Expense account 399.121.5910.

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

**PASSED** this 27<sup>th</sup> day of February, 2018

**Approved:**

\_\_\_\_\_  
**Mayor Bart Castleberry**

**Attest:**

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